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Anacortes City Council
Municipal Building Council Chambers
904 6th Street

February 13, 2023
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Planning Committee (Report)
 - b. Port / City Liaison Committee (Report)
 - c. Housing Affordability and Community Services Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of February 6, 2023 (Action)
 - b. Approval of claims in the amount of \$703,795.93 (Action)
6. **Other Business**
 - a. * Ordinance 4041: Adopting New AMC Chapter 2.86 Regarding Compost Procurement (Discussion)
 - b. Contract Award: Hydro-Excavation Truck Purchase #23-059-ERR-001 (Discussion/Action)
 - c. Resolution 3110: Waiving the State Competitive Bidding Requirements for the Purchase of a Used Bomag Asphalt Roller (Action)
7. **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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Anacortes City Council Minutes - February 6, 2023

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of February 6, 2023 at 6:00 p.m. Councilmembers Jeremy Carter, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, and Amanda Hubik were present. Councilmember Amanda Hubik participated in the meeting remotely via Zoom. Councilmember Bruce McDougall was absent.

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

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Executive Session

Potential Litigation or Litigation per RCW 42.30.110(1)(i) and Potential Real Estate Transaction per RCW 42.30.110(1) (30 minutes)

Mayor Miller announced that the City Council and the City Attorney would convene in Executive Session per RCW 42.30.110 (1) and RCW 42.30.110(1)(i) for approximately 30 minutes to discuss a potential real estate transaction and potential litigation or litigation. The mayor advised that the regular meeting would then adjourn with no final action having been taken. Councilmembers Jeremy Carter, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall and Amanda Hubik attended the executive session.

Announcements and Committee Reports

Mayor Miller shared an update on the Tommy Thompson Trestle repair project, remarking that the beams are going in place this week, fencing next week and decking hopefully the following week. He expressed optimism that the project would be complete by March.

Mayor Miller pulled items 4..c. and 4.d. from the consent agenda.

Fiber Committee

Mr. Walters reported from the Fiber Committee meeting held the previous week, announcing that no policy matters were discussed and that more information would be shared at a future Fiber update.

Public Works Committee

Ms. Moulton reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included the water transmission pipeline emergency repairs, the monitoring contract for a sinkhole that opened up over the 36-inch water supply line funded through the Federal Emergency Management Agency, the Kansas Ave right of way between West 2nd and West 4th, and an upcoming compost procurement ordinance.

Housing Affordability and Community Services Committee

Mr. Walters reported from the Housing Affordability and Community Services Committee meeting held the previous week. The topics discussed included two visits to T Avenue and Housing Action Plan and near-term measures being considered, including making multi-unit housing in the R2 and R3 zones subject to a simplified permit process, amending the code to reflect recent changes in state law regarding emergency housing to allow shelters anywhere zoned for hotels or motels, defining and permitting single-room occupancy uses at reduced fees, consideration for instituting a multi-family tax exemption program, regulating short-term rentals in commercial zones and allowing tiny homes on a church property.

Planning Commission Appointment

Mayor Miller presented the proposed appointment of James Stoneman to the Planning Commission filling the

remainder of the term of Sarah Ruether effective through December 31, 2025.

Ms. Moulton moved, seconded by Ms. Cleland-McGrath, to approve the appointment of James Stoneman to the Planning Commission filling the remainder of the term of Sarah Ruether effective through December 31, 2025. The motion carried unanimously by voice vote.

Public Comment

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

Consent Agenda

Ms. Moulton moved, seconded by Mr. Young, to approve Consent Agenda items 6.a., 6.b., 6.e., 6.f. and 6.g. The motion carried unanimously by voice vote.

a. Minutes of January 23, 2023

b. Approval of claims in the amount of \$1,562,399.15

The following vouchers/checks were approved for payment:

EFT numbers: 105376 through 105468, total \$1,466,861.58

Check numbers: 105401 through 105477, total \$68,669.26

Wire transfer numbers: 317515 through 318085, total \$26,868.31

e. Contract Award: 36" Water Transmission Pipeline Emergency Repairs #23-054-WTR-001

f. Contract Award: Water Treatment Plant Sinkhole Monitoring #21-258-FIN-001

g. Contract Award: Wastewater Treatment Plant Outfall Replacement - Nearshore Credits #20-032-SEW-012

Resolution 3108: Waiving Competitive Bidding Requirements for the Purchase of Unmanned Aerial Vehicles

Police Chief, Dave Floyd, introduced the need for unmanned aerial vehicles (UAV), citing previous instances when the capability could have been helpful to more efficiently resolve past emergency situations, including the arrest of a suspected armed robber, the recovery of a dead body in a remote area of Washington Park, handling a large structure fire, locating a missing person in the Anacortes Community Forest Lands, assessing damage to the Tommy Thompson Trestle subsequent to a fire, and reported hazardous material spills in Fidalgo Bay. He added that UAVs are useful in disaster damage assessment and rescue efforts when roadways and other infrastructure could be compromised. He pointed out that the single source is necessary because Axon Air provides proprietary flight management programming that is used by other local agencies operating the proposed Axon Air UAV and the purchase of these vehicles would enhance interoperability with those entities. He then detailed a conversation with Marathon Petroleum Corporation (MPC) regarding the proposed donation, remarking that he had proposed the UAV system as the desired capability for which the grant monies would be best appropriated. He concluded that the \$25,000 grant covered the purchase of the UAV platform, pilot training, the first year of pilot licensing, flight operation system, video evidence library storage and pilot data tracking.

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

Wim Houpermanns of Anacortes commented that, as a taxpayer, he contributes to funding the police and that they should be aware that their interests lie in supporting those who pay their salaries. He objected to the police accepting donations from corporations, asserting that such a practice could unduly influence the department's employment of the capability at the donor's behest. He acknowledged that Chief Floyd had provided good examples for appropriate use, but that the purchase of the capability should have been publicly discussed. He asked that the use of drones be regulated and that the technology is not so expensive as to necessitate accepting a donation for the acquisition.

Evan Saxton of Anacortes agreed with the previous speaker, and noted that Matthew Gill, Senior Manager of MPC in Anacortes, was a contributor to the mayor's campaign. He then mentioned that of the six examples

Chief Floyd mentioned, three were fire related, one of which could be handled by the refinery company providing the donation, and only two were explicitly police related. He acknowledged that the instances Chief Floyd mentioned made sense, but asserted that the mobile cameras that were previously donated by MPC intended to be used for monitoring public events are now positioned on T Avenue to gather information on the individuals living there. He pointed out that the most expensive consumer grade UAV on the manufacturer's website was \$2,500 and that enterprise packages for a cinematic UAV was \$9,500, positing that if the police department were purchasing the latter it would leave \$15,500 as unaccounted donated funds.

Mayor Miller remarked that, as a former military aviator and a currently rated commercial pilot, that unmanned aerial systems is the appropriate term for the capability being discussed.

Brian Wetcher of Anacortes mentioned a danger that could be better addressed with UAVs equipped with thermal imaging equipment would be early fire detection in the Anacortes Community Forest Lands. He urged that any unmanned aerial system employed must have this capability to avoid a potentially devastating wildfire disaster, though he acknowledged that a stationary system on a tower at a high point such as Mount Erie could be an effective measure as well. He further remarked that the thermal imaging surveillance systems he had seen cost \$5000, which he termed a modest investment that could guard against wildfires in the forest lands.

Rochelle Kealoha of Anacortes posited that this sole source contract is a similar effort to the mobile cameras purchased in 2022, both of which are unnecessary efforts to militarize the small police department in a town that does not have enough crime to justify such measures. She expressed disgust at the city accepting private corporate donations for the further militarization of the police department, remarking that the few instances mentioned do not adequately demonstrate the need. She acknowledged that the fire department could use this capability, but questioned whether the department already had UAVs and mentioned the instances of using other entities' UAV capability as an already proven viable alternative, adding that MPC could purchase and operate its own UAVs to investigate potential hazardous material spills. She suggested that these funds be used for other needed services and intimated that the Council surreptitiously placed these issues on the agenda to avoid public scrutiny. She urged that a larger public discussion is needed to consider the issue of public surveillance, including an open bidding process and discussion at the appropriate Council committee.

Mr. Young asked how many drones were needed for city use. Chief Floyd responded that this covers the cost of one unit and that the department had designated four pilots for training to ensure 24-hour coverage capacity. He added that the unit does have a thermal imaging capability to aid in missing person search and rescue operations over land and water. Mr. Young followed up by asking if the cost related to pilot training was included in the package. Chief Floyd responded affirmatively.

Mr. Walters pointed out Council rule 6.8 specifies what is allowed on the consent agenda, and that waivers of competitive bidding should not be on the consent agenda and that one designated staff member ensures that items on the consent agenda are in compliance with Council procedures. He added that he appreciated corporate donations as he appreciates donations from anyone else, and that the matter was before the Council because the statute requires it to ensure transparency to avoid the appearance, perception, or presence of any impropriety. He asked if public works had a UAV. Chief Floyd responded that he did not know the UAV capabilities of the department. Mr. Walters expressed support for using the system for firefighting and search and rescue, though he acknowledged the concerns of the public commenters regarding potential misuse of the technology and wondered if the police were developing policies. Chief Floyd responded that the department would review the policies of neighboring jurisdictions and an available model policy from which his department would develop a local policy to prevent misuse prior to its employment. Mr. Walters pointed out that technology is not the problem, but rather it is the potential for abuse. He expressed trust that the police would use it appropriately, as he trusts the police to safely handle firearms every day.

Ms. Cleland-McGrath wondered about the data storage location and cost. Chief Floyd replied that the data storage is paid for the first year by MPC and that the annual cost for the flight management software, evidence data storage, and operating system programming is \$6,500. She expressed appreciation for public commenters' concerns about corporate donors, but remarked that as a large community employer, MPC donates to other areas of the city including the Anacortes Family Center, Anacortes School District and other non-profit organizations. She underscored the importance of the transparent public acceptance of the donation. She expressed appreciation for the examples Chief Floyd provided and added that it would be beneficial to have interoperability with other local agencies. She concluded that there needed to be a policy brought before the Public Safety Committee in the near term to garner public confidence regarding data security and accessibility.

Ms. Moulton seconded Ms. Cleland-McGrath's comments and expressed discomfort with the process of placing it on the consent agenda rather than being first brought before the Public Safety committee, as this is an issue involving surveillance that requires a policy decision prior to employment. She expressed concern about there not being an existing policy for UAVs and the mobile camera currently employed on T Avenue and wanted to ensure that the process was carried out in a way that gives ample time to the public and the Council to consider the use and employment of this technology and the positive and negative effects thereof.

Mr. Walters expressed doubt that UAVs were going to be used for surveillance akin to that of the mobile cameras, but that the manner of the use of both systems is possibly of great concern to many citizens and that the Council and staff must ensure it performs its due diligence to develop a policy that protects the privacy rights of all citizens who could be subject to this technology. He added that he was comfortable moving this initiative forward while the policy is being developed. Chief Floyd responded that the system would not be employed until operator training was complete and committed to bringing a policy forward to the Public Safety Committee and the Council. He added that his pilots had taken and passed the required Federal Aviation Administration examination and were ready for the next stage of training. Mr. Walters asked that the police department bring the policies forward prior to system use. Chief Floyd responded affirmatively. Ms. Moulton expressed that the issue of surveillance must be considered in the policy, including clear delineation of authorized and prohibited uses and who has access to the data and for how long. Chief Floyd replied that the Anacortes Police Department (APD) is aware of and already complies with existing laws regarding the use of surveillance video obtained from UAV-mounted cameras, and did not see continued compliance as an issue. Mr. Young commented on the importance of privacy, which he averred must be balanced with the ability to undertake good policing, and expressed support for moving forward as long as there is a policy regarding how it can be used, when it is appropriate and who can use it. He felt that this would adequately address the concerns expressed in public comments. Mr. Walters added that he was not concerned about APD's use of UAV technology, but that the policies will be useful in reassuring the Council and the public.

RYAN WALTERS moved, seconded by JEREMY CARTER, to Approve 3108 waiving competitive bidding requirements for the purchase of unmanned aerial vehicles.

Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, AMANDA HUBIK. Nays - CAROLYN MOULTON. Result: Passed

Resolution 3109: Accepting a \$25,000 donation from Marathon Petroleum Corporation

Mr. Walters pointed out that this resolution is required because the ordinance that establishes procedures for the acceptance of donations over \$10,000 requires approval by the Council, which has typically been done by ordinance, but that other jurisdictions have interpreted it appropriate to accept donations via resolution. Mr. Walters pointed out that MPC is not located in the City of Anacortes and that arguably if it were located inside of the city limits then it would pose more of a conflict and that MPC could more easily procure its own UAVs for its own purposes rather than going through the public process currently being undertaken. Chief Floyd noted that the same platform was donated by MPC to Skagit County and that the same donor has helped improve APD's online forensic capability and purchased vehicles for Anacortes Citizen Patrol.

RYAN WALTERS moved, seconded by CHRISTINE CLELAND-MCGRATH, to approval of Resolution 3109. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, Amanda Hubik. Nays - CAROLYN MOULTON. Result: Passed

Public Hearing

CDBG 2023-2027 Consolidated Plan

Planning, Community and Economic Development Director, Don Measamer, opened the public hearing on the Community Development Block Grant (CDBG) Consolidated Plan 2023-2027 administered by the US Department of Housing and Urban Development (HUD). He mentioned that the initial public comment period opened on January 23, 2023 and will close on February 21, 2023. The second public hearing is scheduled for February 27, 2023, which will include consideration of public comments, project applications for funding and approval of plan submittal to HUD. He added that Congress had not yet determined the allocation for Anacortes, but that it typically varies between \$105,000 and \$115,000 per year. He mentioned that 15% of the outlay is planned for public services of the Anacortes Family Center and the remaining funding would be used to replace roofs at the Anacortes Housing Authority. He showed the CDBG page on the City website as a location where the public can find answers to their questions.

Mr. Young echoed the website being a good source for information and that the funds are being used consistently with their intended purpose. Mr. Walters wondered if the allocation of money to the Anacortes Family Center via CDBG funds was an efficient use of funds in light of federal reporting requirements, when the Anacortes Housing Authority is already doing the reporting. Mr. Measamer responded that this could be the case and would work with Ms. Stewart to investigate that possibility next time around.

Mayor Miller invited the public to comment on the agenda item. No one present wished to address the Council on the agenda item.

At 7:29 pm Mayor Miller closed the public hearing.

Other Business

Anacortes Chamber of Commerce Visitor Information Center (VIC) Update

Planning Community and Economic Development Director, Don Measamer, introduced Jessica Kiser, President and Chief Operating Officer for the Anacortes Chamber of Commerce. Ms. Kiser provided an update on the Visitor Information Center referring to a presentation that was added to the packet materials for the meeting. Ms. Kiser introduced Elizabeth Tyler, Marketing and Membership Director, who detailed statistics of what patrons sought when coming to the Visitor Information Center. Ms. Kiser reported on the public restroom hours and related issues around keeping them clean and operational in light of instances of vandalism and heavy use.

Ms. Moulton thanked the presenters for the information on the restrooms, citing it being important for the Council to be aware of those issues. Mr. Young remarked that the work that the Chamber of Commerce is doing is important in bringing visitors to Anacortes.

Settlement Agreement: Pacific Pile and Marine

City Attorney, Darcy Swetnam, introduced the proposed negotiated settlement agreement with attached Exhibit A and accompanying invoice with Pacific Pile and Marine and announced that staff recommended approval of the agreement and invoice for payment.

RYAN WALTERS moved, seconded by ANTHONY YOUNG, to approval of settlement agreement with attachment A and authorization to pay January 31, 2023 invoice.

Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, Amanda Hubik. Nays - None. Result: Passed

Planning Commission Recommendation on the Bonus Height Provisions in the R4 Use Zone West of the Commercial Use Zone, AMC 19.42.050 C

Planning Community and Economic Development Director, Don Measamer, introduced the Planning Commission recommendation on the Bonus Height provisions in the R4 use zone west of the Commercial Use Zone from Anacortes Municipal Code 19.42.050C referring to a presentation that was included in the packet materials for the meeting. He reminded the Council and public that the bonus height provisions in the R4 use zone as detailed in AMC 19.42.050C have been subject to a moratorium since October 2019 currently set to expire per Ordinance 4031 on April 3, 2023. He pointed out that the Planning Commission had held public hearings on December 14, 2022 and January 11, 2023 where eight concepts were considered, of which Concept F (no change to the bonus height provisions and allowing the moratorium to expire on April 3, 2023) was recommended to the Council for approval. He mentioned Mr. Walters' proposed recommendation that would restrict the bonus height provisions east of O Avenue and include the medical overlay west of the commercial zone. The proposal also included a provision for increasing the percentage of units of 600 square feet or less from 25 percent to 30 percent and allowing required open space to include common indoor recreation areas or balconies. He added that if the Council wants to take Mr. Walters recommendation into consideration another public hearing would need to be held with a notice published on February 15th with the hearing on March 6th. He concluded that staff suggested proceeding with the Planning Commission recommendations.

Mayor Miller explained that this agenda item is not open to public comment, as there was a prior opportunity to offer a comment to the Planning Commission.

Mr. Walters mentioned that an additional public hearing was not necessarily required, as an additional public comment period could be acceptable. He expressed support for taking additional public comment throughout the process, including at this meeting. He addressed the history of the moratorium and that it is not accurate that the Council has been working intensively on this matter for 2.5 years. He alluded to individuals being dismissive of those who are against allowing the moratorium to expire, terming these reactions as a mischaracterization of the process and underscored the importance of hearing from people now before the Council. He acknowledged that people felt strongly about this issue, and characterized the principal public concern around a five-story building as being that it is not a human-scale building. He asserted that the objective of this initiative should be where to draw the line on building height, pointing out that it would be M Avenue if the moratorium were allowed to expire. He asked if it should be O Avenue or Commercial Avenue and added that he had developed the proposal that was included in the packet materials for the meeting as an effort to find a compromise that the Council could accept. He continued by reminding the Council and public that he has supported additional housing in Anacortes so that it could be affordable for individuals to live and work here, and that there are appropriate and inappropriate locations for height. He mentioned the organization "Strong Towns" which advocates an incremental transition to height, positing that a change from 35 feet to 50 feet is not incremental. He articulated his proposal to have the bonus height in the R4 zone be allowed east of O Avenue, including the Hospital overlay zone, and advocated modifying the open space requirements to not require roof decks and increasing the proportion of small units from 25 to 30 percent to increase the availability of small unit housing.

Mayor Miller responded that public comment has already been taken and that ample public comment has been made. He expressed openness to accepting further public comment at this meeting, and added that either way it was time to vote on the issue one way or the other.

Ms. Cleland-McGrath mentioned that she had discussed this issue extensively as a member of the Planning

Commission and the moratorium was put in place because the additional height being added to the zone was a shock to the community. She reminded the Council and public that the height limit in the R4 zone was 40 feet with the bonus height added to encourage the development of income-based affordable housing, which anecdotally has not been developed because of the significant administrative requirements placed on the developer. She then mentioned the challenge of having a small proportion of 600 square feet or smaller dwelling units compared to the significantly larger inventory of single-family homes that are significantly larger in size, positing that the smaller dwelling units are needed to house young people starting out and older people who wish to downsize from their larger homes. She then specified that the area being discussed was the R4 zone between O Avenue and M Avenue from 10th Street to 22nd Street. She mentioned that M Avenue is a major thoroughfare that is pedestrian friendly and that O Avenue is in desperate need of improvement. She added that it would set a dangerous precedent to subdivide zones, as it would raise the expectation that the Council might be willing to do that in other zones and that the zone boundaries have been long established. She continued, referring to the history of height regulations in the R4 zone that was previously 50 feet and now stands at 40 feet with incentives for 50 feet, asserting that she would not favor removing that provision because of the considerable amount of work that went in to making the change. She expressed an understanding of how some could be unhappy with tall buildings in their neighborhood, but that her responsibility was to see where development should happen over the next 20 to 50 years and that it was appropriate for this area. She asserted that development in the area from 22nd Street northward provides better access to amenities and would reduce car trips that would be necessitated by increased development on the south side of town, saying that further height development would likely occur between M Avenue and O Avenue. She then pointed out that if development were limited to a smaller area, it would increase the cost of land in a very finite area of town, making it less likely to occur, adding that bonus heights were in place to encourage more small unit housing. She concluded by saying that she was open to discussing open space requirements, and that these provisions were necessary changes to enable those without multi-member households to live here.

Mr. Young agreed with Ms. Cleland-McGrath's comments and understood the neighborhood concerns, but that the housing must go somewhere. He continued saying that with the ongoing development of the MJB property and by the Port of Anacortes, the downtown core is the critical area for creating the small unit housing that is needed. He acknowledged that this issue presented a difficult decision and that not everyone would be happy, but that is why he was elected. He expressed support for density being placed around the downtown core and agreed with the proposed proportion of 35% small units, modifying open space requirements and using the hospital overlay area for development, but that the Planning Commission had done the work, he had reviewed it, and he supported accepting their recommendation.

Ms. Moulton expressed appreciation for all the comments and that not everyone would be happy. She offered that the R4 zone is where density belongs because of proximity to amenities and services, and that small units are urgently needed, citing Fidalgo Flats as an example of getting the City toward the goal.

Ms. Hubik thanked everyone who had provided comments thus far and remarked that we are losing the charm that once made the city unique, which primarily lies in the people who live here. She recounted seeing service industry workers out in town because they lived and worked there, lamenting that this is no longer possible for many of them. She posited that keeping the small town charm is having people who work and live locally. She mentioned having heard concerns about the unhoused community taking away from the charm and that there must be space for adequate housing with state and federal support if needed. She expressed support for increasing the proportion of smaller dwelling units at higher than 25 percent, discussing rooftop decks, and keeping the western boundary line for the R4 zone at M Avenue.

Mr. Carter mentioned that this issue is one on which he hears the most comments from all sides of the argument. He supported density being placed in the R4 zone due to its proximity to amenities and favored an increased proportion of small unit housing, enabling more young single people and older individuals wanting to

downsize to live in Anacortes.

Mayor Miller asked Mr. Measamer if the proposed adjustments Mr. Walters had mentioned could be made subsequent to lifting the moratorium. Mr. Measamer responded affirmatively.

Mr. Walters clarified that the medical overlay zone, except for the footprint of the hospital, would be subject to the same height regulations as the rest of the R4 zone. He seconded all the comments from Ms. Hubik and mentioned that this problem has existed for over a decade, though it has become more acute recently. He pointed out that even without the area west of O Avenue, there would still be 338 acres of land that would allow heights above 50 feet and single purpose residential areas on the side streets. He predicted that regardless of what the Council decided here, that you would not see a 5-story building west of O Avenue, but that east of O Avenue is likely. He mentioned that the neighborhood west of O Avenue has seen considerable investment in their properties and that it should not be up to the Council to approve a five-story building in that area. He added that the missing middle housing is going to really make a difference. He asserted that if the Council took action to allow 50-foot building height west of O Avenue, the neighborhood would consider such action a betrayal. He remarked that this action alone will not achieve the goal and that the Council needed to do more to find missing middle and human-scale housing. He suggested that the Council could make these adjustments in a matter of weeks, which would allow for more flexibility in the design of five-story buildings and where they would be allowed, requiring a larger number of smaller units, all of which would be delayed considerably if the Council were simply to allow the moratorium to expire.

Mr. Young understood that, short of increasing the amount of small housing to 35%, nothing else has changed and that the moratorium should be allowed to expire. Mayor Miller acknowledged that the Council could let the moratorium expire, but that a verbal affirmation of such is needed in this case.

Mr. Young thanked the mayor for stating the need and remarked that the Council faced a difficult decision as to how best achieve more smaller unit housing.

ANTHONY YOUNG moved, seconded by JEREMY CARTER to accept the Planning Commission's recommendation to allow the moratorium to expire and direct staff to work on presenting to the Council an additional 30% or 50% of units less than 600 square feet and the prohibition of open space requirements.

Ms. Cleland-McGrath acknowledged that many watching the proceedings might be disappointed with the sentiment of the Council, but that more people would continue to move to Anacortes regardless of the Council's action. She expressed concern for the people who currently work here and a desire to help them stay here. Ms. Moulton agreed with Ms. Cleland-McGrath's comments and with Ms. Hubik's assessment that the charm of Anacortes is in its people and that if people cannot afford to live here, then we are not the same at all. She also agreed with Mr. Walters that further action is needed now.

Mr. Walters pointed out that Mr. Young's motion essentially ends the development regulations process that began with the moratorium. He articulated that an alternative would be to move forward the amendments he proposed, including the open space requirement and the requirement for 30% of the units to be 600 square feet or less and not accept the Planning Commission recommendation. It would then necessitate an additional public comment period and then amend the code to reflect those two changes. He concluded that this opportunity to implement these changes would be lost if the moratorium were simply allowed to expire.

Mr. Young acknowledged that Mr. Walters had made a valid point, but pointed out that this process has gone on for a considerable amount of time. He wondered if there was a way to move forward with letting the moratorium expire and then working to implement the proposed increase in small unit housing and open space. Mr. Measamer said that such an ordinance could be back before the Council by early March if the Council

chose to proceed with Mr. Walters' proposal. Otherwise, the Council could act on Mr. Young's motion, allowing the moratorium to expire and bring back the proposed code changes at a later date by ordinance. Ms. Cleland-McGrath advocated for a Planning Committee discussion and wondered if the requirement for small unit housing should be raised as high as 50%. Mr. Measamer agreed that he could return to the Planning Commission and have additional consultation with Makers for a discussion of Mr. Walters proposal.

Mr. Walters pointed out that this will not be achieved this year or until the end of next year, as projects will vest, if you allow the moratorium to expire. Ms. Moulton wondered how to make Mr. Walters' recommendations more effective if the moratorium is allowed to expire. Ms. Cleland-McGrath wondered if the proposed changes could be brought back before the moratorium expires on April 3rd. Mr. Measamer responded affirmatively. Mr. Young understood this point, but asked what prevents the Council from making these changes. Mr. Walters responded that the process would be different because the development regulation process would end and another process would have to re-start, which would take far longer than what he had proposed. Mr. Measamer said he could have an ordinance before the Council by March 6th with a public hearing and potentially be completed before the end of March and acknowledged that the proposals Mr. Walters had put forth are allowed under the code. Mayor Miller asked Mr. Walters to clarify the percentage of small unit housing and if he desired to eliminate the open space requirements. Mr. Walters proposed that the Council direct staff to bring back a proposal that would amend the open space requirement as described and a range of 30-50% of small units and not accept the Planning Commission recommendation until the revised ordinance was brought before the Council subsequent to an additional public comment period. Mr. Young pointed out that the only issues that would come back before the Council under Mr. Walters' proposal would be the proportion of small units and open space requirements, as he remarked that the Council is trying to maximize the use of space to provide the greatest benefit for the people who want to live here.

RYAN WALTERS moved, seconded by CAROLYN MOULTON, to amend the motion to delete 'accepting the Planning Commission recommendation', and thus read 'to direct staff to bring back to Council code amendments regarding the 600 square foot percentage and the open space requirements prior to the expiration of the moratorium.'

Vote: Ayes - RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, AMANDA HUBIK. Nays - JEREMY CARTER, ANTHONY YOUNG. Result: Passed

Mr. Walters suggested that in order to address Mr. Young's concerns, that the public comment period only be allowed to address the proposed code amendments. Mr. Young agreed with the suggestion.

ANTHONY YOUNG moved, seconded by JEREMY CARTER, to direct staff to bring back to Council code amendments regarding the 600 square foot percentage and the open space requirements prior to the expiration of the moratorium.

Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, Amanda Hubik. Nays - None. Result: Passed

Ordinance 4039: Amending the Table in Section 10.08.030(B) to Reduce Speed Limits in Certain Areas.

Public Works Director, Henry Hash, introduced Ordinance 4039 that would amend the table in section 10.08.030(B) to reduce speed limits from 40 miles per hour to 30 miles per hour on Oakes Avenue from Illinois Avenue to Ferry Landing Road and on A Avenue from the south City line to 37th Street.

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

Mary Jo McArdle of Anacortes proposed having the Council consider putting M Avenue on the list for reducing speed from 25 miles per hour to 20 miles per hour with the amount of traffic, bicycle lanes, various types of vehicles including large trucks, and a significant number of pedestrians. Mayor Miller responded that this

vehicles including large trucks, and a significant number of pedestrians. Mayor Miller responded that this concern could not be added to the current ordinance, but that it could be discussed at the Traffic Safety Committee.

Mr. Walters expressed openness to reducing the speed or altering the roadway between 12th Street and the hospital on M Avenue. He added that changing the speed limit does not necessarily lead to drivers modifying their speed and that modifying the roadway itself would be more effective. He pointed out that this change is made easier because the code is in tabular format and should be considered when modifying other areas of the code. He concluded that he was not as much in favor of the change on A Avenue being that the speed limit outside of city limits is 40mph and half of it is forest land, but he would go along with the recommendations of the Public Works Committee.

RYAN WALTERS moved, seconded by CAROLYN MOULTON, to approve as presented.

Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, Amanda Hubik. Nays - None. Result: Passed

Molly Lane Property Purchase

Planning Community and Economic Development Director, Don Measamer, introduced the proposed Molly Lane property purchase and sale agreement, detailing the results of the appraisal, third-party and City inspection report including roof repairs, adjustments to GFC and an adjustment to the fire alarm system that will total \$18000. Additionally, he announced that the phase 1 environmental inspection was complete with no further investigation needed. He asked the Council to move to authorize the mayor to amend the purchase and sale agreement for the purchase of 9029 Molly Lane.

Mr. Walters asked Mr. Measamer to send the Council a copy of the purchase and sale agreement. RYAN WALTERS moved, seconded by ANTHONY YOUNG, to authorize the mayor to amend the purchase and sale agreement for 9029 Molly Lane in the amount of \$18,000 to make the necessary modifications.

Ms. Cleland-McGrath asked if we are suggesting raising the purchase price to make the modifications prior to closing? Mr. Walters responded that the purchase price would in fact be lower by that amount. Mr. Measamer mentioned that he had been in touch with the seller, who had agreed to perform an as yet unknown portion of the needed modifications, and that he and Ms. Swetnam were coordinating to determine by how much the seller would reduce the final sales price. Mayor Miller offered that a better motion would have been "to authorize the \$18,000 of negotiation from the purchase and sale price of \$1.853 million." Ms. Cleland-McGrath proposed an alternative motion that would say, "to authorize the Mayor to negotiate the scope of work as had been acknowledged by the bids received to move towards closure of sale of the property."

Ms. Swetnam mentioned that the purchase and sale agreement was written on conventional CBA forms previously presented to the Council, of which the only change was to remove one additional parcel, and that the Council had already approved the agreement for the purchase price, so that the amendment must be executed with the same authority as the original contract, so that the negotiation of the seller completing those repairs by himself or reducing the sales price accomplished the goal.

Ms. Moulton asked if the Council had already authorized the purchase price. Mayor Miller responded that the original purchase price was \$2.6 million and the new owner offered a prorated price of \$1.853 million.

Ms. Cleland-McGrath expressed a desire that, with the change of the agreement from two parcels to one parcel and a new owner, it should come back before the Council as a separate agreement. Mr. Walters agreed with Ms. Cleland-McGrath and suggested adding the ratification of the underlying purchase and sale agreement.

RYAN WALTERS moved, seconded by ANTHONY YOUNG, to authorize the mayor to amend the purchase and sale agreement to 9029 Molly Lane for an amount up to \$18,000 to address the issues identified during inspection and feasibility.

Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, Amanda Hubik. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 9:18 p.m. the Anacortes City Council meeting of February 6, 2023 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 13, 2023 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
318055	1/26/2022	GC0006146	CODE PUBLISHING, LLC	CODIFICATION SERVICES	\$ 47.77	legal
318497	1/28/2022	9926399271	VERIZON WIRELESS	City Cell Phones 12/29-1/28/23	\$ 17,174.47	finance
318286	5/31/2022	30332	ORCA INFORMATION, INC	BACKGROUND CHECKS	\$ 163.00	hr
318787	12/7/2022	PSWO0149783	N C POWER SYSTEMS CO	2022 CAT GENERATOR LOAD TESTS	\$ 4,856.48	pw1
318265	12/30/2022	20292	SEASIDE AUTO BODY	REPAIRS #194	\$ 8,474.49	dshop
317875	12/31/2022	23714334	KIMLEY-HORN AND ASSOCIATES, IN	CAMPBELL LAKE WATER MAIN RELOCATION DESIGN & PROJECT MANAGEMENT - THRU 12/31/22	\$ 1,575.00	dwtpt
318773	1/1/2023	SI-19157	FOURTH CORNER NURSERIES	PARKS SPRING PLANTING	\$ 227.28	parks1
318747	1/3/2023	2023 1st QTR	NORTHWEST PARKING EQUIPMENT	1ST QUARTER MAINTENANCE WA PARK	\$ 489.60	parks1
318607	1/4/2023	262593	SCOTT RICHARDS INSURANCE, INC	2023 PROPERTY INSURANCE	\$ 121,008.00	finance
318101	1/15/2023	73876495	INGRAM LIBRARY SERVICES, LLC	INGRAM BOOKS YA	\$ 98.71	publib
317859	1/18/2023	30150	SKAGIT PUBLISHING LLC	PUBLISH AA-322923	\$ 44.66	legal
318097	1/20/2023	154 700 0000 9	CASCADE NATURAL GAS CORP.	LIBRARY 12/17/22-1/19/23	\$ 2,164.19	publib
317878	1/20/2023	260 037 3822 1	CASCADE NATURAL GAS CORP.	611 R AVENUE 12/17-1/19/23	\$ 805.64	parks1
317876	1/20/2023	304 713 4234 2	CASCADE NATURAL GAS CORP.	607 R AVE SERVICE DATES 12/17/22-1/19/23	\$ 13.83	parks1
317881	1/20/2023	440 400 0000 0	CASCADE NATURAL GAS CORP.	FIDALGO CENTER 12/17-1/19/23	\$ 1,033.01	parks1
317880	1/20/2023	538 000 0000 1	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. 12/17-1/19/23	\$ 96.00	parks1
317877	1/20/2023	638 000 0000 0	CASCADE NATURAL GAS CORP.	411 HILLCREST DR. #B, 12/17-1/19/23	\$ 145.01	parks1
317879	1/20/2023	917 600 0000 9	CASCADE NATURAL GAS CORP.	1915 13TH ST. 12/17-1/19/23	\$ 287.09	parks1
317872	1/21/2023	221581	LAKESIDE INDUSTRIES, INC.	PARKS MAINTENANCE SUPPLIES	\$ 405.42	parks1
318501	1/21/2023	228419	INFOSEND, INC.	JANUARY 2023 PROCESSING	\$ 3,919.64	finance
318098	1/22/2023	74008755	INGRAM LIBRARY SERVICES, LLC	INGRAM ADULT BOOKS	\$ 119.05	publib
318099	1/22/2023	74008756	INGRAM LIBRARY SERVICES, LLC	INGRAM CHILDREN'S BOOKS	\$ 29.08	publib
318037	1/23/2023	INV12165	EVERGREEN SAFETY COUNCIL	FLAGGER RECERTIFICATION TRAINING	\$ 1,617.81	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
318713	1/24/2023	234358	CONTROL FACTORS-SEATTLE INC	MAINTENANCE SUPPLIES	\$ 251.93	dwwtp
317871	1/25/2023	403400	MUSCO SPORTS LIGHTING LLC	PARKS MAINTENANCE SUPPLIES	\$ 1,676.61	parks1
318519	1/26/2023	333832A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 148.37	pwfac
318520	1/26/2023	333980	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 842.95	pwfac
318772	1/26/2023	8230398000	MOTOROLA SOLUTIONS INC	POLICE DEPARTMENT BODY CAMERAS - 2/25/23-2/24/24	\$ 18,887.95	apd
318731	1/26/2023	9421007965	3M COMPANY	3M WHITE REFLECTIVE SHEETING	\$ 736.41	dshop
318525	1/26/2023	9926329084	VERIZON WIRELESS	WTP SCADA 12/27/22-1/26/23	\$ 526.90	dwwtp
318508	1/27/2023	023363404	GALLS, LLC.	UNIFORM JUMPSUIT; OFC FABER	\$ 575.06	apd
318775	1/27/2023	14178232	PAPE MACHINERY INC.	PARTS EQUIP 11973	\$ 79.39	dshop
317884	1/27/2023	15507358	WILBUR-ELLIS COMPANY, LLC	BASEBALL FIELD MAINTENANCE	\$ 5,490.82	parks1
318786	1/27/2023	19121	TRANSPORTATION SOLUTIONS INC	32ND AND M INTERSECTION - DESIGN - 12/16/22-1/15/23	\$ 2,946.81	pw1
318026	1/27/2023	230115	T-SHIRTS BY DESIGN	REC PROGRAM SUPPLIES	\$ 39.17	pkrec
318698	1/27/2023	601219	SKIDMORE PHARMACY INC.	LEOFF1 COPAY	\$ 7.29	hr
318506	1/28/2023	360-293-4900-0912865	ZIPLY FIBER	APD BAC LINE 1/28-2/27/23	\$ 94.97	apd
318261	1/28/2023	360-293-6427-0218975	ZIPLY FIBER	CITY HALL 911 1/28-2/27/2023	\$ 88.55	finance
318777	1/28/2023	360-299-2484-0726025	ZIPLY FIBER	LIBRARY 1/28-2/27/23	\$ 65.67	publib
318365	1/28/2023	360-299-3674-0214175	ZIPLY FIBER	OPS 01/28- 02/27/23	\$ 79.28	dshop
318507	1/28/2023	360-299-6615-0615165	ZIPLY FIBER	APD 911 LINE 1/28-2/27/23	\$ 82.36	apd
318100	1/29/2023	74144918	INGRAM LIBRARY SERVICES, LLC	INGRAM ADULT BOOKS	\$ 1,864.08	publib
318776	1/30/2023	0296134-IN	REISNER DISTRIBUTOR INC	DELO 50/50 PREMIX	\$ 747.19	dshop
318279	1/30/2023	220015149234	PUGET SOUND ENERGY INC	8147 S MARCHS PT RD ST LIGHTS: 12/30-1/30/23	\$ 145.40	dshop
318515	1/30/2023	248 984 6277 5	CASCADE NATURAL GAS CORP.	WTP 12/30/22-1/27/23	\$ 7,149.31	dwwtp
318280	1/30/2023	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/30/22-1/30/23	\$ 493.93	dshop
318278	1/30/2023	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/3/22-1/3/23	\$ 12,949.65	dshop
318266	1/30/2023	300000325005	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/9/22-1/9/23	\$ 111.25	dshop
318277	1/30/2023	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/30/22-1/30/23	\$ 86.09	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
318605	1/30/2023	42662	EMPOWER RETIREMENT LLC	EMPOWER CARES & SECURE AMENDMENT	\$ 300.00	hr
318054	1/30/2023	GC0009757	CODE PUBLISHING, LLC	CODIFICATION SERVICES	\$ 244.80	legal
318753	1/31/2023	0123	NELSON, BONNIE	AGING MASTERY PROGRAM ADMINISTRATION - JANUARY 2023	\$ 312.50	pkrec
318509	1/31/2023	023395080	GALLS, LLC.	UNIFORM VEST CARRIER; OFC FABER	\$ 320.96	apd
318107	1/31/2023	1000198267-1	EBSCO INFORMATION SERVICES	EBSCO DATABASE SUBSCRIPTION	\$ 4,689.00	publib
318699	1/31/2023	11519	PETDATA, INC	PETDATA LICENSING FEES JAN	\$ 1,654.80	finance
318757	1/31/2023	2020-128	CURTIS EMERGENCY SERVICES LLC	EMERGENCY MANAGEMENT SERVICES - JANUARY 2023	\$ 1,512.50	medic
318498	1/31/2023	222159	LAKESIDE INDUSTRIES, INC.	WA PARK TRAIL PROJECT SUPPLIES	\$ 67.40	parks1
318369	1/31/2023	222164	LAKESIDE INDUSTRIES, INC.	ROCKERY	\$ 90.92	dshop
318368	1/31/2023	222196	LAKESIDE INDUSTRIES, INC.	5/8" & 3/4" ROCK	\$ 752.19	wdist
318502	1/31/2023	229161	INFOSEND, INC.	JANUARY 2023 PROCESSING	\$ 0.40	finance
318600	1/31/2023	230140	T-SHIRTS BY DESIGN	T-SHIRTS, SWEATSHIRTS FOR VOLUNTEERS	\$ 1,005.31	medic
318608	1/31/2023	3010119	UTILITIES UNDERGROUND LOCATION	JANUARY LOCATE TICKETS	\$ 308.31	dshop
318610	1/31/2023	33077	ORCA INFORMATION, INC	BACKGROUND CHECK 5 VOLUNTEERS	\$ 370.00	medic
318516	1/31/2023	333980A	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 278.20	pwfac
318500	1/31/2023	773080	REECE, STORMIE	DEPOT JANITORIAL SERVICES JANUARY 2023	\$ 1,012.00	parks1
318491	1/31/2023	B16423051	SHI INTERNATIONAL CORP.	ADOBE ANNUAL RENEWAL	\$ 14,276.78	infosys
318734	1/31/2023	IN949672	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - JANUARY 2023	\$ 7,951.55	fiber
318751	2/1/2023	0003	WINNINGHAM PRODUCTIONS	BALLROOM DANCE INSTRUCTOR - JANUARY 2023	\$ 330.00	pkrec
318765	2/1/2023	01/17/2023	ECONOWASH LAUNDRY&CLEANERS	UNIFORM CLEANING 12/25/22-1/25/23	\$ 83.50	apd
318512	2/1/2023	023410047	GALLS, LLC.	UNIFORM PATCHES; CAPT PRUIETT	\$ 14.40	apd
318609	2/1/2023	052-0010-00	CITY OF ANACORTES	OPS: 1/1/23 - 1/31/23	\$ 1,675.34	dshop
318595	2/1/2023	10624	PORT OF ANACORTES	FEB. MOORAGE: MARINE 29	\$ 396.73	medic
318492	2/1/2023	1236	SKAGIT COUNTY PUBLIC HEALTH	4TH QTR CITY SHARE OF LIQUOR TAX	\$ 6,403.81	finance
318767	2/1/2023	136243	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING 2/1-2/28/23	\$ 135.00	parks1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
318499	2/1/2023	1395927-0043-8	WASTE MANAGEMENT	JANUARY 2023 CONTRACTED SERVICES	\$ 141,000.12	finance
318752	2/1/2023	1690	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 157.50	court
318754	2/1/2023	1691	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 120.00	court
318756	2/1/2023	1692	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 217.50	court
318761	2/1/2023	1693	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 52.50	court
318766	2/1/2023	1694	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 97.50	court
318768	2/1/2023	1695	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	\$ 165.00	court
318527	2/1/2023	190-1840-00	CITY OF ANACORTES	WWTP -1/1-1/31/23	\$ 7,277.02	dwwtp
318778	2/1/2023	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 1/4-2/1/23	\$ 11.28	publib
318779	2/1/2023	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 1/4-2/1/23	\$ 23.49	publib
318517	2/1/2023	200012505505	PUGET SOUND ENERGY INC	WTP 1/1/23-1/31/23	\$ 72,421.27	dwwtp
318510	2/1/2023	2022Q4-232	SKAGIT COUNTY INFORMATION	SPILLMAN QTR 4 2022	\$ 6,242.03	apd
318487	2/1/2023	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE ST LIGHTS: 1/4-2/1/23	\$ 8.59	dshop
318841	2/1/2023	220030712800	PUGET SOUND ENERGY INC	STREETLIGHTS 1/4 - 2/1/23	\$ 4.62	dshop
318360	2/1/2023	23004454	WASHINGTON STATE PATROL	REC DEPT BACKGROUND CHECKS	\$ 143.00	pkrec
318599	2/1/2023	2649	OAB ENGINEERING, LLC	STA 3 INTERNET: FEBRUARY	\$ 150.00	medic
318759	2/1/2023	299079	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER:	\$ 127.50	apd
318764	2/1/2023	299083	ANACORTES ANIMAL HOSPITAL	BOARD & DISTRAINER; JAN 2023	\$ 77.50	apd
318351	2/1/2023	5066667557	RICOH USA, INC	S/N C86078711 LIBRARY FL1 STAFF COPIER 11/1/22-1/31/23	\$ 736.45	finance
318352	2/1/2023	5066667570	RICOH USA, INC	S/N C86152062 HR COPIES 1/1-1/31/23	\$ 4.34	finance
318504	2/1/2023	5066667664	RICOH USA, INC	S/N C86146548 APD PATROL OFFICE 11/1/22-1/31/23	\$ 135.53	apd
318505	2/1/2023	5066667811	RICOH USA, INC	S/N C86138599 APD FRONT OFFICE COPIES 1/1-1/31/23	\$ 29.23	apd
318353	2/1/2023	5066668076	RICOH USA, INC	S/N C86111692 ENG 11/1/22-1/31/23	\$ 35.53	finance
318354	2/1/2023	5066668210	RICOH USA, INC	S/N C86180481 PARKS 11/1/22-1/31/23	\$ 17.45	finance
318367	2/1/2023	9594402878	GRAINGER	MAINTENANCE SUPPLIES	\$ 207.63	dwwtp
318611	2/1/2023	98077326	ECO SERVICES OPERATIONS CORP	ALUMINUM SULFATE	\$ 4,504.53	dwwtp
318285	2/1/2023	Test Fee	WASHINGTON STATE DEPARTMENT	PESTICIDE LICENSE TEST FEES	\$ 150.00	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
318355	2/2/2023	03188	SKAGIT COUNTY SHERIFF'S OFFICE	JAIL TAX PAYMENT PER CONTRACT	\$ 84,053.39	finance
318486	2/2/2023	112553	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 173.00	dshop
318601	2/2/2023	1290491	LIFE ASSIST, INC	I-GEL AIRWAYS, IV CATHETERS, SUCTION	\$ 570.66	medic
318523	2/2/2023	13449907	HACH COMPANY	CA610 FLUORIDE ANALYZER	\$ 13,741.01	dwtp
318358	2/2/2023	21-043-FIN-001	ANACORTES FAMILY CENTER	AFFORDABLE HOUSING TAX PAYMENT	\$ 30,368.58	finance
318357	2/2/2023	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	AFFORDABLE HOUSING TAX PAYMENT	\$ 30,368.58	finance
318493	2/2/2023	230153	T-SHIRTS BY DESIGN	PRIDE IN SERVICE & RECRUITMENT	\$ 113.15	hr
318755	2/2/2023	49102	VALLEY ATHLETICS	PARKS BASEBALL FIELD SUPPLIES	\$ 4,653.83	parks1
318598	2/2/2023	7269142912	CARDINAL HEALTH 110, INC.	PHARMA: CACL2, ONDANSETRON, ACTIDOSE.	\$ 170.52	medic
318700	2/2/2023	8498 30 017 0319913	COMCAST	BACKUP INTERNET ACCESS 2/9-3/8/23	\$ 185.23	fiber
318710	2/2/2023	9594985690	GRAINGER	MAINTENANCE SUPPLIES	\$ 117.41	dwwtp
318606	44960	0266481	SIRENNET.COM	AIR BAG ON/OFF SWITCH	\$ 883.85	dshop
318701	2/3/2023	1982097	MILES SAND & GRAVEL CO.	5/8" ROCK TO STOCKPILE	\$ 424.32	dshop
318596	2/3/2023	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 12/3/22-1/3/23	\$ 7,228.00	dshop
318758	2/3/2023	8192-1	ANACORTES TOWING, LLC	TOWING; APD CASE 23-A00777	\$ 163.20	apd
318514	2/3/2023	cpls	DEPARTMENT OF LICENSING	CPLS TO D.O.L.; JAN 2023	\$ 561.00	apd
318603	2/3/2023	INV21292	SEAWESTERN, INC.	HELMETS	\$ 1,009.01	medic
318518	2/3/2023	LTAC Tulip Fest #1	SKAGIT VALLEY TULIP FESTIVAL	LTAC TULIP FEST INVOICE #1	\$ 2,300.00	plan
318783	2/3/2023	P0001-77	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - JANUARY 2023	\$ 2,987.50	dwwtp
318769	2/4/2023	00005W5A83053	UNITED PARCEL SERVICE, INC	UPS SHIPPING CHARGES; WEEK ENDING 2/4/23	\$ 34.15	apd
318771	2/4/2023	023451749	GALLS, LLC.	UNIFORM BOOTS; CORP FARRELL	\$ 156.84	apd
318781	2/4/2023	28557401	PETTY CASH FUND	MURAL SUPPLIES	\$ 48.39	museum
318780	2/5/2023	74277995	INGRAM LIBRARY SERVICES, LLC	INGRAM ADULT BOOKS	\$ 208.53	publib
318521	44962	INV-002706	DEPARTMENT OF ECOLOGY	OLD PLANT CLEANUP - ACCO	\$ 56.32	dwtp
318762	2/6/2023	1291507	LIFE ASSIST, INC	I-GEL AIRWAYS, RESUS PACKS, TEST	\$ 1,957.46	medic
318840	2/6/2023	300000006951	PUGET SOUND ENERGY INC	STREETLIGHTS 1/4 - 2/1/23	\$ 19.42	dshop

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
318770	2/7/2023	012023	TRANSITION FIDALGO AND FRIENDS	ANNUAL SUPPORT OF TRANSITION FIDALGO	\$ 3,000.00	parks1
318725	2/7/2023	21-126-TRN-0011	ASPHALT QUALITY SEALERS	RETAINAGE RELEASE	\$ 6,357.48	pw1
318749	2/7/2023	211956	OASYS INC	PLOTTER CHARGE BASE AND CONTRACT 2/9-3/8/23	\$ 68.41	pw1
318738	2/7/2023	22-105-WTR-0011	BECKWITH & KUFFEL	RETAINAGE RELEASE	\$ 2,040.21	pw1
318740	2/7/2023	22-155-FAC-0011	BLYTHE MECHANICAL, INC	RETAINAGE RELEASE	\$ 2,147.20	pw1
318736	2/7/2023	22-195-WTR-0011	BECKWITH & KUFFEL	RETAINAGE RELEASE	\$ 1,334.80	pw1
318743	2/7/2023	22-218-WTR-0011	LOUIS NUTTER SR	RETAINAGE RELEASE	\$ 2,840.00	pw1
318712	2/7/2023	22-274-SEW-0011	PACIFIC NORTHWEST SCALE	RETAINAGE RELEASE	\$ 85.00	pw1
318730	2/7/2023	22-276-FAC-0011	DOORMAN COMMERCIAL, LLC	RETAINAGE RELEASE	\$ 683.42	pw1
318723	2/7/2023	22-279-FAC-0011	DOORMAN COMMERCIAL, LLC	RETAINAGE RELEASE	\$ 412.85	pw1
318842	2/7/2023	S321988	CORE & MAIN LP	TAP SLEEVES	\$ 2,494.69	wdist
318262	2/28/2023	360-299-0973-1401791	ZIPLY FIBER	WWTP 1/28-2/27/23	\$ 512.39	dwwtp
	Total				\$ 703,795.93	



City Council Agenda Bill

Meeting Date: February 13, 2023 **Agenda Item:** 6.a.

Agenda Item Title: Ordinance 4041: Adopting New AMC Chapter 2.86 Regarding Compost Procurement

Staff Contact(s): Henry Hash

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

GREG FRANCIOCH

Ordinance

Henry Hash

STEVE HOGLUND

DARCY SWETNAM

Item Summary: In March 2022, ESSHB 1799 was signed into Washington State law to increase the diversion of organic materials from landfills to reduce methane emissions. The City of Anacortes provides organic material collection services, and as more organic materials are diverted and recycled, it is critical that compost be procured by local jurisdictions and other local entities to support the economic viability of these processes and programs. Several City departments procure soil, compost, and mulch for use on City-owned properties and projects, and it is well-established that the use of compost in landscaping and soil amendment has many benefits such as moisture retention, weed suppression, natural form of nutrients, stops soil erosion, and stormwater filtration. RCW 43.19A.150(1) requires many cities and counties in Washington, including the City of Anacortes, to adopt a compost procurement ordinance to increase the diversion of organic materials from landfills in order to reduce methane emissions. Staff are recommending that this ordinance become effective ninety (90) days after adoption because 1) there are multiple public works projects that are bid ready and adding this requirement now would require reworking specs and contract documents, which would delay projects and 2) staff need to develop contract provisions, procurement policies, and internal processes to incorporate the requirements of this ordinance.

Budget Impact:

Previous Action:

Recommended Motion: I move to approve Ordinance 4041: Adopting New AMC

Chapter 2.86 Regarding Compost Procurement as presented.

Alternative Actions: Revise the proposed chapter.

Attachments (listed in order presented):

1. Ordinance 4041 - Compost Procurement with Staff edit

Ordinance No. 4041

An Ordinance Adopting New Chapter 2.86 Regarding Compost Procurement

Whereas ESSHB 1799 was signed into Washington State law in March 2022 to increase the diversion of organic materials from landfills in order to reduce methane emissions;

Whereas landfills emit a significant amount of methane, a greenhouse gas 27-30 times more potent than carbon dioxide;

Whereas the City of Anacortes provides organic material collection services;

Whereas, as more organic materials are diverted and recycled, it is critical that compost be procured by local jurisdictions and other local entities to support the economic viability of these processes and programs;

Whereas, several City departments procure soil, compost, and mulch for use on City-owned properties and projects;

Whereas, it is well-established that the use of compost in landscaping and soil amendment has many benefits such as moisture retention, weed suppression, natural form of nutrients, stops soil erosion, and stormwater filtration; and

Whereas RCW 43.19A.150(1) requires many cities and counties in Washington, including the City of Anacortes, to adopt a compost procurement ordinance by January 1, 2023;

Now, therefore, the City Council of the City of Anacortes does ordain as follows:

Section 1. AMC Chapter 2.86 is adopted to read as shown in Attachment A.

Section 2. This ordinance takes effect ninety (90) days after passage and publication.

PASSED and APPROVED this 13th day of February 2023.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

Chapter 2.86 Compost Procurement

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2.86.010 Purpose

This chapter is adopted for the following purposes:

- A. to increase the diversion of organic materials from landfills in order to reduce methane emissions;
- B. to provide for local preference in procurement of compost to support the economic viability of compost diversion programs as provided in RCW 43.19A.150;
- C. to support the use of compost in landscaping and as a soil amendment for the benefits of moisture retention, weed suppression, natural nutrients, prevention of soil erosion, and stormwater filtration.

2.86.020 Definitions

“Finished Compost Product” means a product created with “composted material” as defined in RCW 70A.205.015(3). Finished Compost Products include, but are not limited to, 100% finished compost or blends that include compost as a primary ingredient. Mulch is considered a Finished Compost Product if it contains a minimum of sixty percent composted material. Bark is not a Finished Compost Product.

2.86.030 Requirement for Compost Use

- A. The City of Anacortes must use finished compost products on City projects or on City property in which compost is an appropriate material, including:
 - 1. landscaping projects;
 - 2. construction and postconstruction soil amendments;
 - 3. applications to prevent erosion, filter stormwater runoff, promote vegetative growth, or improve the stability and longevity of roadways; and

4. low-impact development of green infrastructure to filter pollutants or to keep water onsite, or both.
- B. The City is not required to use compost products if any of the following apply:
1. compost products are not available within a reasonable period of time;
 2. compost prices are not reasonable or competitive;
 3. compost products that are available do not comply with existing purchasing standards;
 4. available compost products do not comply with federal or state health, quality, or safety standards.
- C. Pursuant to RCW 43.19A.130, the City must strive to purchase an amount of finished compost products equal or greater than fifty percent of the amount of organic materials collected in the City of Anacortes.

2.86.040 Local Purchasing

- A. The City must purchase finished compost products from entities that:
1. produce compost locally within Skagit County;
 2. are certified by a nationally recognized organization (e.g., the U.S. Composting Council);
 3. are permitted by the local health jurisdiction; and
 4. produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology.
- B. If compost meeting the criteria in subsection (A) is not available, preference for compost procurement must be given to products sourced as close as possible to the City of Anacortes. Proof that locally produced compost was not available at the time of purchase or was cost-prohibitive must be documented.
- C. The local preference requirement in this chapter must be incorporated, whenever relevant, into any contracts entered into by the City of Anacortes.
- D. The local preference authorized in this chapter controls over any conflicting City purchasing policies.

2.86.050 Education

Pursuant to RCW 43.19A.150(4), the City must conduct educational outreach to inform residents about the value of compost and how the jurisdiction uses compost in its operations each year, which must consist of, at a minimum, inclusion of an article in the City's magazine describing the

uses and value of compost, including its benefit in reducing greenhouse gases, and the metrics identified in AMC 2.86.060.

2.86.060 Reporting

Pursuant to RCW 43.19A.150, by December 31, 2024, and each December 31 of even-numbered years thereafter, the Finance Director must report the following information to the Department of Ecology:

- A. Total tons of organic material diverted from landfilling within the City each year;
- B. The volume and cost of composted material purchased by the City each year; and
- C. The sources of the finished compost product purchased.

2.86.070 Severability

If any section, subsection, sentence, clause, phrase or other portion of this ordinance or its application to any person is, for any reason, declared invalid, illegal, or unconstitutional in whole or in part by any court or agency of competent jurisdiction, that decision may not affect the validity of the remaining portions hereof.



City Council Agenda Bill

Meeting Date: February 13, 2023 **Agenda Item:** 6.b.

Agenda Item Title: Contract Award: Hydro-Excavation Truck Purchase #23-059-ERR-001

Staff Contact(s): Henry Hash, TERRY NEMETH

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$555,229.82 to Owen Equipment Company for the Hydro Excavation Truck Purchase. This is a CFP budgeted addition to the fleet.

Background:

1. **History:** A hydro excavator is equipment that uses high-pressure water to move soil or debris while simultaneously vacuuming it out. For the last several years the water crew has been borrowing the sewer jet truck from the street crew to hydro-excavate areas with heavily occupied underground utilities. In some cases, we can expose the water line to replace or repair with conventional equipment (i.e., backhoe), but with some if not all the new utilities required to be buried this proves to be a challenge. Also, by using the sewer jet there is a chance of cross-contamination of sewer and drinking water during main breaks and service repairs. Safety of the crew and the public while excavating is priority, but creating efficiencies of operations such as saving water during main breaks and improved response times and repair are also milestones for good customer service.
2. **Key Terms:**
 - Total contract price of \$555,229.82.
 - Includes delivery to the Operations Shop.
3. **Competitive Bidding:** The City has a cooperative purchasing agreement with Sourcwell and is procuring this purchase through contract [101221](#).

Budget Impact:

Contractor	Owen Equipment Company
Contract Amount	\$555,229.82
Earmarked Funds	\$650,000.00
BARS #	401.740.594.34.63
Budget Amendment Required?	No

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-059-ERR-001 with Owen Equipment Company in the amount of \$555,229.82 for the Hydro Excavation Truck Purchase.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. 23-059-ERR-001
2. TRUVAC_HXX_SellSheet_4.22 vC_WEB



City of Anacortes
Accounts Payable
PO Box 547
Anacortes, WA 98221

PURCHASE ORDER 23-059-ERR-001

VENDOR:
Owen Equipment Company
Peter Blaikie
PO Box 515458
Los Angeles, CA 90051

Date: February 13, 2023

Contact: WiL Ludemann
Department: Public Works Department
Operations Division
(360) 299-1515
ludemannw@cityofanacortes.org

Email: pblaikie@owenequipment.com
Phone: 253-243-4665

Deliver to: City of Anacortes
Operations Division
2201 37th Street
Anacortes, WA 98221

Item	Qty	DESCRIPTION	U/M	Unit Price	Amount
1	1	HXX 824-1 SPD Single Engine Hydro Excavation Machine, as detailed in the attached Exhibit A. This Work is subject to the terms and conditions of: - Exhibit A, Specifications; and - Exhibit B, Special Provisions; and - Exhibit C, Sourcewell Contract #101221 The aforementioned Exhibits A through C are hereby incorporated by reference and made a part hereof.	LS	\$497,675.57	\$497,675.57
Sum Total					\$497,675.57
Delivery					\$5,250.00
Sales Tax @ 10.4%					\$52,304.25
Total Price					\$555,229.82

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

OWEN EQUIPMENT COMPANY

CITY OF ANACORTES

Matt Miller, Mayor

Date

Date

CITY OF ANACORTES
PO #23-059-ERR-001
EXHIBIT A

Owen Equipment Presents a Proposal Summary

of the



HXX 824-18PD

Single Engine Hydro Excavation Machine with Positive Displacement Vacuum System Mounted on a Heavy
Duty International HV607 Truck Chassis

for

City of Anacortes
2201 37th Street
Anacortes, WA 98221

WiL Ludemann
Public Works Operations Manager

List Summary

Order Qty	Part Number	Description	List Price
1	21HXP36	HXX PD, 18" Vacuum, 12 yrd Debris, 1200 Gal Water	\$329,983.00
1	H160STD	Mandatory Transfercase Mounting Charge	\$0.00
1	H002STD	DigRight Technology	\$0.00
1	H015ASTD	Blower-Roots 824RCS/18"	\$0.00
1	H011STD	Aluminum Fenders	\$0.00
1	H012STD	Mud Flaps	\$0.00
1	H016STD	Sealed Electrical System	\$0.00
1	H017ASTD	Single Cyclone Separator	\$0.00
1	H020STD	Double Acting Dump Hoist	\$0.00
1	H022STD	2" Y-Strainer w/25' Fill Hose	\$0.00
1	H026STD	Exten Steel Debris Body	\$0.00
1	H040STD	Electronic Low Water Indicator	\$0.00
1	H046STD	Fixed Pipe Rack, R/D	\$0.00
1	H047STD	Flat Rear Door w/Hyd Locks/Lift	\$0.00
1	H048STD	8" ID Vacuum System	\$0.00
1	H049STD	Multi Flow System	\$0.00
1	H050STD	Handgun Kit 5gpm/10gpm	\$0.00
1	H051STD	75' Retractable Handgun Reel	\$0.00
1	H055STD	Vacuum Relief	\$0.00
1	H056STD	Electronic Back-Up Alarm	\$0.00
1	H057STD	3" Water Tank Drain	\$0.00
1	H058STD	2-1/2" Cam-Lok Water Fill Fittings	\$0.00
1	H059STD	Control Panel Boom Control	\$0.00
1	H060STD	Circuit Breakers	\$0.00
1	H061STD	Tow Hooks -- Rear	\$0.00
1	H063STD	Hydrant Wrench/Tool Package	\$0.00
1	H067STD	Debris Body Deflectors	\$0.00
1	H068STD	S.S. Float Ball Shut Off	\$0.00
1	H069STD	Manual hand pump for boom hydraulic override	\$0.00
1	H080STD	Electronic Low Water Indicator	\$0.00
1	H101STD	1200 Gallon Poly Water Tank	\$0.00
1	H102ESTD	6" Rear Door Butterfly Valve, 6:00 position - Standard	\$0.00
1	H103STD	Control Cabinet Tool Box - 36w x 24h x 12d	\$0.00
1	H104STD	Water Pump Cabinet Tool Box - 50w x 30h x 30d	\$0.00
1	H105STD	Digging Lance Package	\$0.00
1	H127STD	Grounding cable to tie debris body, sub frame, and chassis	\$0.00
1	H1025STD	8" Inspection Port W/Ladder	\$0.00
1	H1027STD	Removable Boom Turret Box	\$0.00
1	H4011STD	Wireless Remote w/Pump, Vac-Relief - Hand-held	\$0.00
1	H4012STD	Remote Corded Pendant	\$0.00
1	H4019ASTD	ISO 46 Hydraulic Oil	\$0.00
1	H6017STD	Hydraulic Tank Shutoff Valves	\$0.00
1	H8021STD	8" Vacuum Tube Package w/8" Dig Tube	\$0.00
1	H8025ASTD	LED Lights, Clearance, Stop, Tail, Turn, Backup	\$0.00
1	H9020STD	Toolbox, Driver Side Chassis Frame, 48w x 20h x 30d.	\$0.00
1	H9023STD	Toolbox, Passenger Side Chassis Frame, 48w x 20h x 30d.	\$0.00

1	H062A	8" Dig Tube Handle Attachment	\$374.00
1	H1004	Debris Body Load Limit Alarm	\$2,260.00
1	H1015	Folding Pipe Rack, Curbside	\$1,133.00
1	H1022STD	Rear Door Splash Shield	\$0.00
1	H1023	Lube Manifold	\$2,481.00
1	H1023A	Plastic Lube Chart, included with Lube Manifold	\$0.00
1	H1026	Debris Body Vibrator, Electric	\$1,872.00
1	H1035	Standpipe and Screen for 6:00 Port	\$1,053.00
1	H1040	Float Ball Screen, Perforated Plastic	\$1,077.00
1	H1036	Vacuum Enhancer	\$2,361.00
1	H2006	Air Purge	\$1,407.00
1	H4004A	7ft Telescoping Boom, 320 deg. with Removable Turret Box	\$5,970.00
1	H4022STD	Telescopic Boom Elbow, Standard	\$0.00
1	H5017A	20 GPM/3000 PSI Water System in lieu of 10 GPM	\$10,188.00
1	H8001M	Rear Directional Control, LED Arrowstick	\$2,065.00
1	H8004D	Rear Mounted, LED Beacon Light	\$1,154.00
1	H8004E	Front Mounted, LED Beacon Light	\$1,154.00
1	H8011	Worklights (2), Boom	\$858.00
1	H8015	Work Zone Lighting, (8) LED Lights	\$2,341.00
1	H9006STD	Hydroexcavating Digging Nozzles & Single Jet Spinner	\$0.00
1	H9022	Water Tank Toolbox Driver Side, 48w x 24h x 12d	\$1,006.00
1	H9025STD	Toolbox, Passenger Side Subframe in lieu of Tool Tray, 104w x 24h x 22d	\$0.00
1	H9031B	Camera System, Front, Rear and Both Sides	\$1,325.00
1	H9095	Wheel Chock and Holders - 2 Chocks Stored Each Side	\$770.00
1	HP112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	\$0.00
1	LOGO-APPL.	TruVac Logos - Applied	\$0.00
2	512459-30	2 Total TruVac Standard Manuals and USB Version	\$149.00
1	H4017STD	Boom Out of Position Indicator/Alarm	\$0.00
1	H4020STD	Body Out of Position Indicator/Alarm	\$0.00

Factory Price: **\$370,981.00**
Sourcewell Discount: **(\$11,129.43)**
Vactor Body Total: **\$359,851.57**

Open Market Items

International HV607 SBA, Cummins L9 370HP, Allison 3000 Automatic, Tandem Rear Axle, Paint Cab 6024 Blue, see attached chassis spec for details.....\$137,824.00

Special Request for the trucks total overall length not to exceed 36'ft, with this build the truck is currently at 429" (35'9") from front bumper to rear door drain valve, we had to omit rear door pipe rack. Module Paint Color (Debris Body) Painted Black N0216.

Delivered to the City of Anacortes, WA: **\$5,250.00**
Sub Total: **\$502,925.57**
Kent Sales Tax 10.4% (10.1% +.3%): **\$52,304.25**
Total: **\$555,229.82**

LIMITED WARRANTY

Limited Warranty. Each TRUVAC machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

HXX and HXX2, Prodigy and Paradigm

10 years against stainless steel water tank leakage due to corrosion. 3 years against aluminum water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs against any factory defect in material or workmanship.

HXX and HXX2, Prodigy and Paradigm

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURES OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

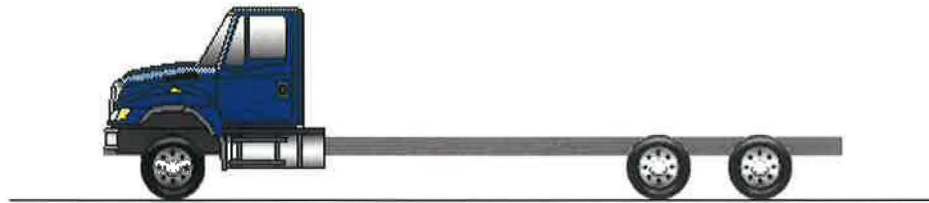
The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

Prepared For:
 Vactor/Guzzler Mfg., Inc.
 Greg Grant
 1621 South Illinois St.
 Streator, IL 61364-
 (813)672 - 3171
 Reference ID: Anacortes

Presented By:
 SOUTHLAND TRANSPORTATION GROUP
 Reynolds Boyd
 200 OXMOOR BOULEVARD
 HOMEWOOD AL 35209 -
 (205)942-6226



Model Profile
2024 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Sewer Vac
MISSION:	Requested GVWR: 66000. Calc. GVWR: 66000. Calc. GCWR: 80000 Calc. Geared Speed: 64.3 MPH
DIMENSION:	Wheelbase: 283.00, CA: 215.90, Axle to Frame: 71.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 6.14
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 6024, Blue (Prem) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 283.00 Wheelbase, 215.90 CA, and 71.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LNR	BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WGZ	WHEELBASE RANGE 264" (670cm) Through and Including 311" (790cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAG	SLACK ADJUSTERS, FRONT {Gunitite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunitite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity

<u>Code</u>	<u>Description</u>
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WCM	EXHAUST HEIGHT 8' 10"
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8899	JUMP START STUD (2) Remote Mounted
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MMG	BATTERY SYSTEM {Deka/EAST PENN 9A31 AGM} Maintenance-Free, (3) AGM 12-Volt 2775CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA

<u>Code</u>	<u>Description</u>
8VAY	HORN, ELECTRIC Disc Style
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XDZ	BATTERY BOX Steel, 2-3 Battery Capacity, Mounted Inside the Cab, Under Passenger Seat
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel
8XNZ	HEADLIGHTS Halogen, with Daytime Running Lights
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10769	PAINT CLASS Premium Color
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10BAE	LABEL, DEF "DEF ONLY"
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WWP	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension, for Tire Size 425/445
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

<u>Code</u>	<u>Description</u>
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESR	ENGINE, DIESEL {Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WUN	ENGINE WATER COOLER Auxiliary, Supply and Return Connections for Customer Installed Cooler Package, Located Inside Right Frame Rail Under Cab
12WZJ	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door
12WZY	CARB EMISSION WARR COMPLIANCE for Cummins L9 Engines
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUH	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Airport Refueler, Sewer Evac, Package Number 150
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14HRL	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 6.14

Code	Description
14UMX	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15STM	FUEL TANK Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module
15WTM	AUXILIARY FUEL DRAW TUBE Located at Auxiliary Port on Fuel Tank
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16HCH	SEATBELT WARNING LIGHT IND. Mounted in Dash, Will Flash when Park Brake is Disengaged and Driver Seatbelt Unfastened, Audible Alarm to Remind Driver to Fasten Seatbelt
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLU	VIRTUAL GA, OIL TEMP,AUTO XMSN for Allison Transmission, Requires Premium Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust
16SMY	SEAT, PASSENGER {Seats, Inc.} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl, for use with Batteries in Cab
16SNU	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side

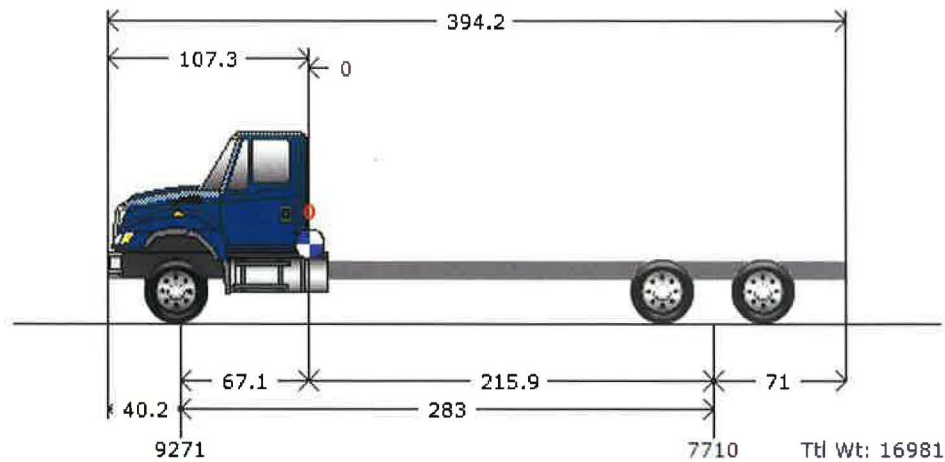
<u>Code</u>	<u>Description</u>
16VLV	MONITOR, TIRE PRESSURE Omit
16VZB	SEAT BELT COMFORT CLIP
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XDP	TELEMATICS BRACKET with Universal Mount, 1.5" Ball Mount Size, for Customer Supplied Telematics Device, Mounted in Auxiliary Gauge Location in Flat Panel, Includes (1) APO and (1) USB Port
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DJJ	WHEELS, FRONT {Alcoa 82462} DISC; 22.5x12.25 Rims, Mirror Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29PBB	PAINT IDENTITY, REAR WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint
29PCU	COATING IDENTITY, FRONT WHEELS {Alcoa Dura-Black} Disc Front Wheels, Aluminum, with Vendor Applied Treatment
7372135444	(8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7752665441	(2) TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position

Services Section:

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40NSG	CARB COMPANION PLAN {Navistar} for CARB B6.7 and L9 Engines
40RBE	SERVICES, TOWING {Navistar} Service Call to 12-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident

Body/Allied Equipment

<u>Code</u>	<u>Description</u>
Goods Purchased	
<u>Code</u>	<u>Description</u>
001	Set Parameters to Model Required Settings



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	40.2	Body Length	(BL)	N/A	Tractor Front Axle:	9,271
Wheelbase	(WB)	283.00				Tractor Rear Axle:	7,710
Axle to Frame	(AF)	71.00					
Axle to Back Cab	(ABC)	67.1					
Cab to Axle	(CA)	215.9					
Usable CA		215.9					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		0					
DEF(Gals)		0					

Before the Cab			Cab			Payloads			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	1						

Loads	
Payload Weight:	0
Driver:	0
Fuel-Diesel(Lbs):	0
DEF(Lbs):	0

Weight Distribution	
Total Front Axle:	9,271
Total Rear Axle:	7,710
Total Weight:	16,981

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	<u>Truck</u>		
	Front	Rear	Total
<u>Chassis Weight</u>			
Chassis Weight:	9,271	7,710	16,981
Fuel:	0	0	0
DEF:	0	0	0
(Curb Weight):	9,271	7,710	16,981

Loads

Payloads:	0	0	0
Driver:	0	0	0
Axle Totals (Gross Weight):	9,271	7,710	16,981

Weight Ratings

	<u>Truck</u>	
	Front	Rear
Axle(axle capacity)	20,000	46,000
Tire(tire capacity)	22,800	46,720
Suspension(suspension capacity)	20,000	46,000
Spring:	0	
 Fed Bridge Law (axle spread):	20,000	34,000 (54")
 Wheel Combination	Load	Limit
1 - 3	16,981	54,500

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 66,000 - Gross Vehicle Weight(GVW) 16,981 = 49,019 Reserves

Weight Summary

* Distributed weights are within capacity limits

GVWR Component Rating(s)

Ratings	Primary			Adjusted By			GAWR* (lbf)	GVWR** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)		
Front Component Ratings	AXLE, FRONT NON-DRIVING	0002ARY	20000					
	BRAKES, FRONT	0004XDT	23000					
	SUSPENSION, FRONT, SPRING	0003AGA	20000					
	WHEELS, FRONT	0027DJJ	24600	TIRE, FRONT	0775266	22800		
Front GAWR							20000	
Rear Component Ratings	BRAKES, REAR	0004XDR	46000					
	BRAKE SYSTEM, AIR	0004091	46000					
	SUSPENSION, REAR, TANDEM	0014UMX	46000					
	WHEELS, REAR	0028DUW	55560	TIRE, REAR	0737213	46720		
	AXLE, REAR, TANDEM	0014HRL	46000					
Rear GAWR							46000	
Overall Vehicle Limitations	TRANSMISSION, AUTOMATIC	0013BCS	80000					
GVWR Based on Axle Ratings***								66000
Calculated GVWR								66000

GCWR Component Rating(s)

Ratings	Primary			Adjusted By			GCWR**** (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)	
GCWR Component Rating	AXLE, REAR, TANDEM	0014HRL	160000				
	TRANSMISSION, AUTOMATIC	0013BCS	80000				
	ENGINE, DIESEL	0012ESR	80000				
Calculated GCWR							80000

* GAWR (Gross Axle Weight Rating) is the rating capacity of an axle system which include wheels, tires, axles, brakes, springs, and suspensions.

** GVWR (Gross Vehicle Weight Rating) is the maximum amount that a loaded vehicle can weight.

*** GVWR Based on Axle Ratings = Front GAWR + Rear GAWR. Overall vehicle weight limitations are not taken into account.

**** GCWR (Gross Combined Weight Rating) is the maximum weight of a tractor and trailer.



**PURCHASE ORDER # 23-059-ERR-001
SPECIAL PROVISIONS
EXHIBIT B**

1. **Delivery.** Advance coordination of the work shall be made with the Project Manager Wil Ludemann, (360) 299-1515.

2. **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. Delivery of items specified on the PO to the designated delivery point must be as Freight-On-Board (FOB) Destination, Freight Prepaid.

3. **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.

4. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, PO Number and Price, or Amended Price. Supplier shall allow 30 days 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. 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.

5. **Withholding Payment.** In the event the City determines that the Supplier has failed to perform any obligation under this PO within the times set forth in this PO, 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 City Attorney 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 PO. 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 PO, 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.

6. **Final Payment: Waiver of Claim** the Supplier's acceptance of final payment 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.

7. **Inspection.**

A. **Of the Work**

All materials furnished and work done shall be subject to inspection. The City Project Manager administering the PO 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 PO. 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 PO shall be carried out under the general control of the representative of the City administering the PO, 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 PO in accordance with the terms of the PO. Nothing herein contained, however, shall be taken to relieve the Supplier of their obligations or responsibilities under the PO.

8. **Defense and Indemnity Agreement.** 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 this Agreement, except for injuries and damages caused by the sole negligence of the City.

9. **Insurance Requirements**

A. Insurance Term: The Supplier 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 products and materials supplied to the City.

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

C. Minimum Scope of Insurance: The 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 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 \$2,000,000 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 City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City 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 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 Supplier before goods, materials or supplies will be accepted by the City.

H. Notice of Cancellation: The Supplier 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 Supplier 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 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 City on demand, or at the sole discretion of the City, offset against funds due the Supplier from the City.

J. City Full Availability of Supplier Limits: If the Supplier 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 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 City evidences limits of liability lower than those maintained by the Supplier.

10. **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.

11. **Supplier is an Independent Supplier.** The parties intend that an independent Supplier relationship will be created by this PO. 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 PO.

12. **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 PO 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.

13. The City's Right to Terminate PO.

A. Termination for Default: If the Supplier defaults by failing to perform any of the obligations of the PO 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 PO, and at the City's option, obtain performance of the work elsewhere. If the PO is terminated for default, the Supplier shall not be entitled to receive any further payments under the PO until the Scope of Services under this PO 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 PO 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 PO is terminated in accordance with this paragraph, the Supplier shall be entitled to payment for actual work performed at unit PO prices for completed items of work through the date of termination. An equitable adjustment in the PO 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 PO by the City at any time during the term, whether for default or convenience, shall not constitute a breach of PO by the City.

14. Changes/Additional Work. The City may engage Supplier to perform services in addition to those listed in this PO, 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 PO. 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 PO is approved in writing by both parties.

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

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

17. Disputes

A. General: Differences between the Supplier and the City, arising under and by virtue of this PO 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 PO.

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.

B. 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 PO, 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 PO. 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.

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

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

20. **Compliance with Laws.** The Supplier in the performance of this PO 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 PO to assure quality of services.

21. **Severability.** If any term or condition of this PO 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 PO are declared severable.

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

23. **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

SUPPLIER:

Owen Equipment Company
Peter Blaikie
PO Box 515458
Los Angeles, CA 90051

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).



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City Council Agenda Bill

Meeting Date: February 13, 2023 **Agenda Item:** 6.c.

Agenda Item Title: Resolution 3110: Waiving the State Competitive Bidding Requirements for the Purchase of a Used Bomag Asphalt Roller

Staff Contact(s): WIL LUDEMANN, Henry Hash

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
TIFFANY MATSON	Resolution
STEVE HOGLUND	
DARCY SWETNAM	

Item Summary: City staff seeks City Council approval of Resolution 3110 to waive the state competitive bidding requirements for the purchase of a used Bomag BW 120 SL-5 asphalt roller from Sonsray Machinery.

Background:

- RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.
- Compaction asphalt rollers are used in road building to compress the various layers of materials required to form a road. Particles of soil or asphalt are pushed together to pack them tight to each other, which reduces the chance of shifting, crumbling or sinking.
- The City currently owns a small asphalt roller which is not large enough to meet the City's needs. It has been necessary for staff to rent a larger asphalt roller on a regular basis in order to complete regular road maintenance.
- Bomag BW120SL-5 asphalt rollers are a type of larger asphalt roller that has the functionality to meet the City's road maintenance requirements.
- A brand new Bomag BW120SL-5 asphalt roller costs approximately \$54,650.00 each including shipping and sales tax.
- Sonsray Machinery currently has a used 2017 Bomag BW120SL-5 asphalt roller, Serial #: 861880441215, available for purchase. The price would be \$30,056.18 including shipping and sales tax.
- Sonsray Machinery indicated that this deal was only available for a short period of time and would be sold to the first purchaser.

- the City's Public Works Operations Manager believes the price for this used 2017 Bomag BW120SL-5 asphalt roller is a highly favorable price and would be sold to another party before the City has the time to comply with formal bidding requirements.

Budget Impact:

Previous Action: N/A

Recommended Motion: I move that Resolution 3110 be approved waiving the state competitive bidding requirements for the purchase of one used 2017 Bomag BW120SL-5 asphalt roller, Serial #: 861880441215, and authorizes sole source purchasing from Sonsray Machinery.

Alternative Actions:

Attachments (listed in order presented):

1. Resolution 3110

RESOLUTION 3110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the purchase of a used Bomag BW 120 SL-5 asphalt roller from Sonsray Machinery, and waiving the competitive bidding requirement due to a sole source purchase and special market conditions, pursuant to RCW 39.04.280.

WHEREAS, RCW 39.04.280 provides that the City, by resolution, may waive competitive bidding requirements when a purchase is clearly and legitimately limited to a single source of supply, or when the purchase involves special facilities or market conditions.; and

WHEREAS, compaction asphalt rollers are used in road building to compress the various layers of materials required to form a road. Particles of soil or asphalt are pushed together to pack them tight to each other, which reduces the chance of shifting, crumbling or sinking.; and

WHEREAS, the City currently owns a small asphalt roller which is not large enough to meet the City's needs. It has been necessary for staff to rent a larger asphalt roller on a regular basis in order to complete regular road maintenance.; and

WHEREAS, Bomag BW120SL-5 asphalt rollers are a type of larger asphalt roller that has the functionality to meet the City's road maintenance requirements.; and

WHEREAS, a brand new Bomag BW120SL-5 asphalt roller costs approximately \$54,650.00 each including shipping and sales tax.; and

WHEREAS, Sonsray Machinery currently has a used 2017 Bomag BW120SL-5 asphalt roller, Serial #: 861880441215, available for purchase. The price would be \$30,056.18 including shipping and sales tax.; and

WHEREAS, Sonsray Machinery indicated that this deal was only available for a short period of time and would be sold to the first purchaser.; and

WHEREAS, the City's Public Works Operations Manager believes the price for this used 2017 Bomag BW120SL-5 asphalt roller is a highly favorable price and would be sold to another party before the City has the time to comply with formal bidding requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anacortes, Washington, as follows:

Section 1. The City Council of the City of Anacortes, Washington, finds that the purchase of this used 2017 Bomag BW120SL-5, Serial #: 861880441215, asphalt roller clearly limits the City of Anacortes to a single source of supply and special market conditions, justifying the waiver of competitive bidding requirements.

Section 2. The City Council of the City of Anacortes, Washington, hereby waives the bidding requirements for the purchase of one used 2017 Bomag

BW120SL-5 asphalt roller, Serial #: 861880441215, and authorizes sole source purchasing from Sonsray Machinery.

Section 3. Any actions of the City or its officers prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

Section 4. This Resolution shall be in full force and effect after its adoption and approval.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 13th day of February, 2023.

Matt Miller, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney