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



**Anacortes City Council**  
**Municipal Building Council Chambers**  
**904 6th Street**

**June 26, 2023**  
**6:00 PM**

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
  - a. July 3, 2023 City Council Meeting is Cancelled (Announcement)
  - b. Personnel Committee (Report)
  - c. Housing Affordability and Community Services Committee (Report)
  - d. Planning Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
  - a. Minutes of June 20, 2023 (Action)
  - b. Approval of claims in the amount of \$983,125.91 (Action)
  - c. Contract Award: Casino Slough Deep Anode Well Installation #23-185-WTR-001 (Action)
  - d. Contract Award: 2023 Chevrolet Silverado 2500 Purchase #23-175-ERR-001 (Action)
6. **Other Business**
  - a. \* Ordinance 4054: AMC Chapter 10.12 Parking Code Update (Discussion)
  - b. \* Resolution 3122: Recognizing the Month of July as America Proud Month in the City of Anacortes (Discussion/Action)
  - c. Interlocal Agreement #23-189-DEF-001 with Skagit County for Public Defender Rightings Rotation (Discussion/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.*

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



# Anacortes City Council

Municipal Building Council Chambers  
904 Sixth Street

June 26, 2023  
6:00 p.m.

~~MARY~~  
- MARY TO MCCORMICK  
~~SHEWALK~~

## PUBLIC COMMENT SIGN IN SHEET

Per Resolution 3051, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (\*) may do so as those items are considered by Council during the course of the meeting. Citizens wishing to speak will please sign in at the back of the Council Chambers prior to the start of the meeting. The Mayor may limit comments to those who have signed in and may limit the time allotted to each speaker to facilitate the orderly progress of the meeting. These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising his or her right to free speech.

Please print your name legibly so we can recognize you correctly in the minutes. Thank you!

| Name                             | Topic                 |
|----------------------------------|-----------------------|
| 2 Pam McCunn ✓                   | America Proud Month   |
| 3 William Gallagher ✓            | PAN " " "             |
| 4 Marie Gallagher ✓              | " " "                 |
| 5 DICKY BOWEN ✓                  | AMERICAN PROUD MONTH  |
| 6 Kelly Schachtler ✓             | " " "                 |
| <del>Karen Bolton</del>          | "                     |
| 1 Linnea McCord ✓                | American Proud Month  |
| 7 to Emiko Cook ✓                | " " "                 |
| 8 Richard Crabill ✓              | " " "                 |
| 9 Suzanne Rohrer ✓               | American Proud.       |
| 10 Connie Miller ✓               | " "                   |
| 11 TERESA CAMOU-GRIFFIS ✓        | " " Refinery military |
| <del>Katlyn Carroll Gellis</del> | " " "                 |

MARY TO MCCORMICK ✓

ORD 4054

Continue on back of sheet as needed

Name

Topic

✓ Mary Gray ↓  
WORDS GOOD

Res 3122

✓ <sup>KIM</sup> Kim Watery ↓

3122

✓ Imuya McDaniel ↓

Res. 3122

✓ Cid Blase ↓

Res. 3122  
CHAIRS AI

MARKET PRING

✓ Barb Smart ↑

Pat Gardner - Oyster Ruck ✓

~~Maggie Colling~~ ↑

Res. 3122

✓ Brenda Young ↓

Res 3122

✓ Carol Lee ↑

Res 3122

KATIE

LEIE

SHARED

✓ Maureen Brennan ↓

- Don't feel like me

✓ ANASTASIA BREWICK ↓

RES. 3122

AND LOCAL

✓ ED CAPASSO ↑

AMERICAN PROUD MONTH

~~Mike Joiner~~

Res 3122

WHAT IF REPRESENT

✓ Sally Balmer ↓

Res 3122

" WHAT DOES AMERICAN PROUD REPRESENT

" WHAT IF MEAN

27 TOTAL

## **Anacortes City Council Minutes - June 20, 2023**

### **Call to Order**

Mayor Pro Tempore Anthony Young called to order the Anacortes City Council meeting for June 20, 2023 at 6:00 p.m. Councilmember Carolyn Moulton was present. Councilmembers Bruce McDougall, Christine Cleland-McGrath and Jeremy Carter participated in the meeting remotely via Zoom. Councilmembers Amanda Hubik and Ryan Walters were absent.

Ms. Moulton moved, seconded by Ms. Cleland-McGrath, to excuse the absence of Ms. Hubik. The motion carried unanimously by voice vote.

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

### **Pledge of Allegiance**

The assembly joined in the Pledge of Allegiance.

### **Announcements and Committee Reports**

Mayor Pro Tempore Young announced that the Washington State Transportation Commission will meet on Wednesday at 9am to discuss changes to ferry fares at the San Juan County Council Chambers located at 55 2nd Street in Friday Harbor. The meeting will be open to public comment virtually and in person. The Commission's proposed fare changes will then be subject to public review and comment until July 30th. He continued by announcing that Fourth of July parade applications are open on the city website. He concluded by announcing that the Oyster Run event may not be held this year. Police Chief, Dave Floyd, confirmed that event organizers had sent an email requesting that their street fair permit for this year's event be pulled.

### **Finance Committee**

Mr. McDougall reported from the Finance Committee meeting held the 14th of June. The topics discussed included possible modifications to the contract review process, contract and materials approval thresholds, combining the Fire and Emergency Medical Services funds for streamlining processes and additional flexibility, and capital project updates.

### **Housing Affordability and Community Services Committee**

Ms. Moulton reported that the committee meeting was canceled.

### **North Star Project Learning Session**

Ms. Cleland-McGrath reported on the North Star Project learning session held on June 13th at McIntyre Hall in Mount Vernon. The topics discussed included the strengths and challenges of Skagit County communities in handling homeless, behavioral health and addiction issues. Mr. Young added that it was a great opportunity for local leaders to form collaborative relationships and combine resources in dealing with the issues.

### **Public Works Committee**

Ms. Moulton reported from the Public Works Committee meeting held earlier in the evening. The topics discussed included the procurement of a new vehicle for a newly established facilities position and the contract for water reliability system upgrades that has been in the Capital Facilities Plan since 2020.

### **Economic Development Committee**

Ms. Cleland-McGrath reported on the Economic Development Committee meeting held the previous week. The topics discussed included past developments and a future vision that revealed the need for a deep dive to determine committee goals for the city's economic strategic plan. Mr. Young added that this was an important meeting with new Planning, Community, and Economic Development Director, John Coleman, and that the

committee is open to working with all stakeholders to help the community thrive.

### **Public Comment**

Mayor Pro Tempore Young 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. McDougall, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

a. Minutes of June 12, 2023

b. Approval of claims in the amount of \$326,323.75

The following vouchers/checks were approved for payment:

EFT numbers: 106548 through 106591, total \$273,106.56

Check numbers: 106592 through 106616, total \$32,504.72

Wire transfer numbers: 325942 through 326429, total \$20,712.47

c. Street Fair Application: Fourth of July Parade

d. Street Fair Application: Whale of a Sale

### **Other Business**

#### **Temporary Access Easement: Dike District 17**

City Attorney, Darcy Swetnam, announced that the temporary access easement with Dike District 17 was pulled from the agenda to finalize needed adjustments to the legal description for the easement area, and that the matter would be brought back before the Council in a couple of weeks.

#### **Contract Award: Water Plant System Reliability Upgrades - Phases 4 & 5 #23-173-WTR-001**

Water System Manager, Brian McDaniel, and Isaac Brunk, Water Treatment Plant Supervisor, introduced the contract for Water Plant System Reliability Upgrades - Phases 4 & 5 #23-173-WTR-001.

CAROLYN MOULTON moved, seconded by BRUCE MCDOUGALL, to authorize the mayor to sign contract #23-173-WTR-001 with Quality Controls Corporation. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL. Nays - None. Result: Passed

#### **Contract Award: Washington Park Prefabricated Restroom Purchase #23-071-PRK-002**

Assistant Parks and Recreation Director, Bob Vaux, introduced the contract for Washington Park Prefabricated Restroom Purchase #23-071-PRK-002, referring to a presentation that was added to the packet materials for the meeting.

CAROLYN MOULTON moved, seconded by JEREMY CARTER, to authorize the mayor to sign contract #23-071-PRK-002 with CXT Inc. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL. Nays - None. Result: Passed

#### **Contract Approval: Reimbursement Agreement Between Administrative Office of the Courts & City of Anacortes for Blake Decision #23-183-MCT-001**

Administrative Services Director, Emily Schuh, introduced the Reimbursement Agreement between the Administrative Office of the Courts and the City of Anacortes #23-183-MCT-001. The agreement extends the current contract by one year and allows the city additional time to use those funds, as no funds have yet been expended under the agreement.

CAROLYN MOULTON moved, seconded by BRUCE MCDOUGALL, to authorize the mayor to sign contract #23-183-MCT-001 with the Washington State Administrative Office of the Courts. Vote: Ayes - JEREMY CARTER, ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE

MCDUGALL. Nays - None. Result: Passed

**Adjournment**

Mayor Pro Tempore Young thanked the community, city staff and organizers for the successful Pride Parade over the past weekend. There being no further business, at approximately 6:40 p.m. the Anacortes City Council meeting of June 20, 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 June 26, 2023 City Council meeting:**  
[Download this file in OpenDocument spreadsheet format.](#)

| Invoice Doc # | Invoice Date | Invoice #      | Vendor Full Name              | Description                                                   | Total Amount  | Approval Queue |
|---------------|--------------|----------------|-------------------------------|---------------------------------------------------------------|---------------|----------------|
| 326824        | 3/23/2023    | 56890          | CITIES DIGITAL, INC.          | DOCUSIGN ANNUAL                                               | \$ 3,590.40   | legal          |
| 326802        | 3/28/2023    | 1518905702     | PERRY FAMILY DENTISTRY        | DENTAL COPAY LEOFF 1 RETIREE                                  | \$ 553.00     | hr             |
| 326596        | 4/5/2023     | 203            | ADVANTAGE WINDOW COVERINGS    | INSTALL BLINDS AT LIBRARY                                     | \$ 1,834.36   | pwfac          |
| 326587        | 4/26/2023    | 230505         | T-SHIRTS BY DESIGN            | CREW UNIFORM - SHIRTS                                         | \$ 159.94     | wdist          |
| 326818        | 5/11/2023    | IN1874664      | MUNICIPAL EMERGENCY SERVICES  | REPAIR RESCUE TOOL #2934                                      | \$ 1,202.78   | dshop          |
| 326595        | 5/15/2023    | 201            | ADVANTAGE WINDOW COVERINGS    | BLIND INSTALLATION @CITY HALL                                 | \$ 423.23     | pwfac          |
| 326585        | 5/24/2023    | B16904491      | SHI INTERNATIONAL CORP.       | MICROSOFT ENTERPRISE AGREEMENT - OFFICE 365 RENEWAL           | \$ 111,300.22 | infosys        |
| 326785        | 5/31/2023    | 2206           | SKAGIT CONSERVATION DISTRICT  | NPDES II OUTREACH & EDUCATION - MAY 2023                      | \$ 1,753.43   | pw1            |
| 326502        | 5/31/2023    | 34715          | SKAGIT PUBLISHING LLC         | PUBLISH AA-376983                                             | \$ 44.66      | finance        |
| 326501        | 5/31/2023    | 34716          | SKAGIT PUBLISHING LLC         | PUBLISH AA-376990                                             | \$ 52.78      | finance        |
| 326796        | 6/1/2023     | MAY 2023       | THE HUMANE SOCIETY OF         | ABANDONED ANIMAL; 23-A03506                                   | \$ 60.00      | apd            |
| 326794        | 6/5/2023     | 0648           | FIDALGO CLEANING              | APD CLEANING & SUPPLIES 6/5 - 6/18                            | \$ 800.00     | apd            |
| 326797        | 6/6/2023     | 12             | ISLAND HOSPITAL               | PRE-EMPLOYMENT SCREENING; VANDERKOOY                          | \$ 41.00      | apd            |
| 326510        | 6/6/2023     | 2391           | THE CLEAN TEAM                | THE CLEAN TEAM: JANITORIAL SERVICES PUBLIC RESTROOMS MAY 2023 | \$ 3,550.00   | plan           |
| 326827        | 6/6/2023     | 9332452785     | GRAYBAR ELECTRIC COMPANY, INC | FIBER MARKERS                                                 | \$ 1,040.40   | fiber          |
| 326817        | 6/6/2023     | SDW_PSI11858   | WOOD'S LOGGING SUPPLY         | HANDLE HOUSING- #6916                                         | \$ 63.18      | dshop          |
| 326503        | 6/7/2023     | 35150          | SKAGIT PUBLISHING LLC         | PUBLISH AA-372453                                             | \$ 194.88     | legal          |
| 326504        | 6/7/2023     | 35151          | SKAGIT PUBLISHING LLC         | PUBLISH SVH-382562                                            | \$ 53.80      | legal          |
| 326505        | 6/8/2023     | 35165          | SKAGIT PUBLISHING LLC         | PUBLISH SVH-382954                                            | \$ 53.80      | legal          |
| 326806        | 6/8/2023     | 3746696        | ZOLL MEDICAL CORPORATION      | O2 EAR SENSORS                                                | \$ 369.92     | medic          |
| 326813        | 6/8/2023     | 98084496       | ECO SERVICES OPERATIONS CORP  | ALUMINUM SULFATE                                              | \$ 4,587.04   | dwtp           |
| 326790        | 6/8/2023     | ARV / 57651939 | SNAP-ON INDUSTRIAL            | FLEET SHOP HOIST REPLACEMENT                                  | \$ 23,287.02  | pw1            |
| 326803        | 6/9/2023     | 12446          | FIRE CATT, LLC                | ANNUAL FIRE HOSE TESTING                                      | \$ 2,940.00   | medic          |

| Invoice Doc # | Invoice Date | Invoice #       | Vendor Full Name             | Description                                                                      | Total Amount | Approval Queue |
|---------------|--------------|-----------------|------------------------------|----------------------------------------------------------------------------------|--------------|----------------|
| 326577        | 6/9/2023     | ReimbDoebler    | DOEBLER, STEPHEN             | TRAVEL - MILEAGE REIMBURSEMENT SD                                                | \$ 55.00     | dwwtp          |
| 326500        | 6/9/2023     | ReimbFrancioch  | FRANCIOCH, GREGORY           | TRAVEL EXPENSE VOUCHER - MILEAGE - 6/4/23 & 6/9/23                               | \$ 151.96    | legal          |
| 326586        | 6/12/2023    | 0302653-IN      | REISNER DISTRIBUTOR INC      | DEF FLUID                                                                        | \$ 801.96    | dshop          |
| 326780        | 6/12/2023    | 300000290019    | PUGET SOUND ENERGY INC       | ALL STATIONS: 5/5 - 6/6                                                          | \$ 1,024.96  | medic          |
| 326783        | 6/12/2023    | 300000290035    | PUGET SOUND ENERGY INC       | MUSEUM VENUES                                                                    | \$ 156.15    | museum         |
| 326809        | 6/12/2023    | FB37772         | CAROLLO ENGINEERS, INC.      | WATER SYSTEM PLAN UPDATE - MAY 2023                                              | \$ 9,327.50  | dwwtp          |
| 326578        | 6/12/2023    | I6421381        | HD FOWLER COMPANY INC        | MAINTENANCE SUPPLIES - PUMP STATIONS                                             | \$ 15.93     | dwwtp          |
| 326811        | 6/13/2023    | 2023-0960       | THE WATERSHED COMPANY        | SHORELINE MASTER PROGRAM (SMP) USER GUIDE & WEBSITE PROJECT - THRU 05/31/23      | \$ 1,001.25  | plan           |
| 326597        | 6/13/2023    | 340934A         | BAY CITY SUPPLY              | FACILITY SUPPLIES                                                                | \$ 38.84     | pwfac          |
| 326598        | 6/13/2023    | 341071          | BAY CITY SUPPLY              | FACILITY SUPPLIES                                                                | \$ 836.45    | pwfac          |
| 326589        | 6/13/2023    | I6422925        | HD FOWLER COMPANY INC        | LOCATE MARKING PAINT                                                             | \$ 573.36    | wdist          |
| 326588        | 6/13/2023    | T026083         | CORE & MAIN LP               | WATER INVENTORY PARTS                                                            | \$ 3,135.85  | wdist          |
| 326786        | 6/14/2023    | 118515          | VECA ELECTRIC & TECHNOLOGIES | UNIT-PRICED ELECTRICAL SERVICES 2023-2025: REPLACE BASEBALL FIELD LIGHT BALLASTS | \$ 9,329.33  | pw1            |
| 326825        | 6/14/2023    | 52613           | KRIEG CONSTRUCTION, INC      | 3/8" HMA- WEST 3RD ASPHALT PROJECT                                               | \$ 28,617.12 | dshop          |
| 326798        | 6/14/2023    | 8584-1          | ANACORTES TOWING, LLC        | TOWING; APD CASE 23-A04300                                                       | \$ 169.73    | apd            |
| 326782        | 6/14/2023    | 978 800 0000 1  | CASCADE NATURAL GAS CORP.    | STA 3: 5/11-6/12/23                                                              | \$ 31.20     | medic          |
| 326815        | 6/15/2023    | 113155          | WALTON BEVERAGE COMPANY, INC | WTP BREAKROOM SUPPLIES                                                           | \$ 127.50    | dwwtp          |
| 326812        | 6/15/2023    | 17092-27        | H W LOCHNER, INC             | R AVENUE LONG-TERM IMPROVEMENT PROJECT - ENGINEERING - 03/26-05/25/23            | \$ 3,279.57  | pw1            |
| 326580        | 6/15/2023    | 22-034-SEW-0011 | CH MURPHY/CLARK-ULLMAN, INC  | RETAINAGE RELEASE                                                                | \$ 15,788.91 | pw1            |
| 326584        | 6/15/2023    | 23-093-FAC-0011 | DOORMAN COMMERCIAL, LLC      | RETAINAGE RELEASE                                                                | \$ 775.29    | pw1            |
| 326808        | 6/15/2023    | 3940            | SKAGIT 911                   | 3RD QTR INFRASTRUCTURE MAINTENANCE/USER                                          | \$ 9,434.00  | medic          |
| 326826        | 6/15/2023    | 52616           | KRIEG CONSTRUCTION, INC      | TACK                                                                             | \$ 456.96    | dshop          |
| 326820        | 6/15/2023    | 88446           | APS INC.                     | INK AND LABELS FOR POSTAGE MACHINE                                               | \$ 574.46    | finance        |
| 326594        | 6/15/2023    | I6425952        | HD FOWLER COMPANY INC        | LOCATE MARKING PAINT                                                             | \$ 231.15    | wdist          |

| Invoice Doc # | Invoice Date | Invoice #    | Vendor Full Name           | Description                                                   | Total Amount         | Approval Queue |
|---------------|--------------|--------------|----------------------------|---------------------------------------------------------------|----------------------|----------------|
| 326810        | 6/15/2023    | INV00045657  | USA BLUE BOOK              | LAB SUPPLIES                                                  | \$ 3,076.84          | dwtp           |
| 326792        | 6/15/2023    | P2196-NT-2   | QCC QUALITY CONTROLS CORP. | WWTP PUMP STATIONS 06 AND 09 VFD UPGRADES                     | \$ 800.00            | dwtp           |
| 326814        | 6/16/2023    | 1200532281   | HDR ENGINEERING, INC       | WTP LEAD AND COPPER RULE (LCR) SAMPLING PLAN - 05/07-06/03/23 | \$ 11,621.14         | dwtp           |
| 326800        | 6/16/2023    | 146144       | SUMMIT LAW GROUP, PLLC     | LEGAL SERVICES RE TEAMSTERS BARGAINING & ON-CALL              | \$ 907.50            | hr             |
| 326787        | 6/16/2023    | 17532        | ANCHOR QEA, LLC            | A AVENUE LANDFILL MATTER NO. 200                              | \$ 709.00            | legal          |
| 326789        | 6/16/2023    | 17533        | ANCHOR QEA, LLC            | FORMER WTP MATTER NO. 96                                      | \$ 14,329.20         | legal          |
| 326821        | 6/16/2023    | 23-17795     | EDGE ANALYTICAL, INC       | COLIFORMS TEST- DECEPTION RD & SR20                           | \$ 24.00             | wdist          |
| 326779        | 6/16/2023    | INV2663071   | COPIERS NORTHWEST, INC     | CANON COPIERS CITY WIDE 5/15-6/14/23                          | \$ 221.04            | finance        |
| 326823        | 6/19/2023    | 026_2023     | KUHNLEIN, LISA             | LISA KUHNLEIN PHOTOGRAPHY                                     | \$ 236.64            | executive      |
| 326791        | 6/19/2023    | GC0010989    | CODE PUBLISHING, LLC       | CODIFICATION SERVICES                                         | \$ 244.80            | legal          |
| 326816        | 6/19/2023    | INV00048188  | USA BLUE BOOK              | LAB - THERMO ORION PH ELECTRODE FILL                          | \$ 292.89            | dwtp           |
| 326804        | 6/20/2023    | 156998       | MCCUNN, MIKE               | NON-ETHANOL FOR ANTIQUE ENGINE                                | \$ 63.57             | medic          |
| 326793        | 6/20/2023    | 31-C22120491 | WENKER, JOHN RICHARD       | REFUND AMBULANCE OVERPAYMENT                                  | \$ 105.05            | finance        |
| 326822        | 6/20/2023    | Pay App 1    | LAKESIDE INDUSTRIES, INC.  | 2023 ASPHALT OVERLAY PROJECT                                  | \$ 706,603.97        | pw1            |
|               | <b>Total</b> |              |                            |                                                               | <b>\$ 983,125.91</b> |                |



## City Council Agenda Bill

**Meeting Date:** June 26, 2023      **Agenda Item:** 5.c.

**Agenda Item Title:** Contract Award: Casino Slough Deep Anode Well Installation #23-185-WTR-001

**Staff Contact(s):** Henry Hash, BRIAN MCDANIEL

**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 \$114,898.80 to MESA Products Inc. to perform the Casino Slough Deep Anode Well Installation.

**Background:**

1. **History:** The City currently has a shallow well at the Casino Slough (Swinomish Casino & Hwy 20) which has failed and needs to be replaced with a deep well which lasts longer and adds more protection for the City's water distribution line. A deep anode well is a hole drilled in the ground about 300' to 400', then packed with sacrificial anodes. These anodes deplete over time instead of the water pipe. The well can be repacked and typically lasts around 30 to 50 years.
2. **Key Terms:**
  - Contract is for a firm fixed price of \$114,898.80.
  - The Contractor shall complete the work within 30 days of the Notice to Proceed date.
3. **Competitive Bidding:** In accordance with competitive bid requirements set forth under RCW 35.23.352 the project cost is under the competitive requirements and thus the Project Manager evaluated contractors and chose to contract with MESA Products Inc.

**Budget Impact:**

|                 |                   |
|-----------------|-------------------|
| Contractor      | MESA Products Inc |
| Contract Amount | \$114,898.80      |

|                            |                                                                    |
|----------------------------|--------------------------------------------------------------------|
| BARS #                     | 401.740.534.61.48 - \$85,000.00<br>401.730.534.30.48 - \$29,898.80 |
| Budget Amendment Required? | No                                                                 |
| Start Date                 | Notice to Proceed                                                  |
| End Date                   | 30 days                                                            |

**Previous Action:** N/A

**Recommended Motion:** I move that City Council authorize the Mayor to sign contract 23-185-WTR-001 with MESA Products Inc. in the amount of \$114,898.80 to perform the Casino Slough Deep Anode Well Installation.

**Alternative Actions:** Not award the contract.

**Attachments (listed in order presented):**

1. 23-185-WTR-001



CONTRACT 23-185-WTR-001  
AGREEMENT WITH  
**MESA PRODUCTS INC.**

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and MESA Products Inc, a private contractor at PO Box 52608, Tulsa, OK 74152 (herein after referred to as "Contractor").

**PROJECT**  
**CASINO SLOUGH DEEP ANODE WELL INSTALLATION**

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor to install a deep well anode at the Casino Slough – Swinomish Casino, 12885 Casino Drive & Hwy 20, Anacortes, WA 98221. Work is detailed in Exhibit A, which is attached hereto and incorporated by reference.
2. **Contract Price:** The Contractor will perform the scope of work above for a firm fixed price of **One Hundred Fourteen Thousand Eight Hundred Ninety-Eight Dollars and Eighty Cents (\$114,898.80)**, which includes \$9,098.80 sales tax at an 8.6% rate. This includes all mobilization, demobilization, labor, materials, standard freight, and administrative overhead for the project. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contractor will be retained.
3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.
4. **Time of Completion:** The Contractor shall complete the work within thirty (30) calendar days of the Notice to Proceed date.
5. **Project Management:** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Terry Nemeth (360) 299-1952.
6. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies.** Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.
7. **Contract Documents:** The attached General Provisions and Exhibit A are included in this Contract Agreement.

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

**Owner:**

City of Anacortes

\_\_\_\_\_  
Mayor

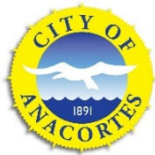
\_\_\_\_\_  
Date

**Contractor:**

MESA Products Inc

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor License #



## CONTRACT 23-185-WTR-001 EXHIBIT A

### Scope of Work

The Contractor shall perform and provide the following:

#### 1. Anode Installation

- 1) The drilled hole will be 8" X 375' with 20' of Surface Casing.
- 2) (20) Lida ONE MMO anodes with #8 Halar leads.
- 3) The hole will be pumped/loaded with Loresco SC3.
- 4) Bentonite hole plug will be installed from the top of the coke to 3' below the surface.
- 5) Anode leads and vent pipe will be left secured at the top of the well head, along with an anode junction box, for others to tie in.
- 6) Casing installed, if required, per client specifications or local regulatory requirements.

#### 2. Deliverables

- 1) Scope and Changes
- 2) JSA's
- 3) Drilling Permit if required by WSDOT
- 4) As-built drawing of the installation
- 5) Deep Anode Drill Log
- 6) Photos

| Material                                      |          | \$31,545.05  |  |
|-----------------------------------------------|----------|--------------|--|
| Description                                   | Quantity | Unit         |  |
| #8 Halar Stranded Black (Anode Lead)          | 6790.00  | Feet         |  |
| 1" Loresco All-Vent Pipe                      | 200.00   | Feet         |  |
| 1" Schedule 40 PVC Pipe                       | 180.00   | Feet         |  |
| Lida One CT 1"x 60" w/HALAR                   | 20.00    | Each         |  |
| Loresco SC-3 (50# Bag) FOB Tulsa              | 100.00   | Each         |  |
| Miscellaneous Supplies                        | 1.00     | Each         |  |
| 1.25" stand pipe                              | 375.00   | Feet         |  |
| Anode Junction Box                            | 1.00     | Each         |  |
| Ventralizer for 8" Hole                       | 20.00    | Each         |  |
| Labor, Equipment, Other, Subcontract, Freight |          | \$74,254.95  |  |
| Estimate total for - Deep Anode Well Install  |          | \$105,800.00 |  |

#### **Exclusions:**

- 1) AC related services, materials, and or permitting is not included.
- 2) Traffic control is not included.
- 3) Site Specific SAFETY training required for site access lasting more than one (1) hour is not included.
- 4) Containment of drill cuttings and disposal of drill cuttings by others.

### City Responsibilities

The City will provide:

- 1) Access of ROW/facility for equipment and crews.
- 2) Pothole first 10ft of well hole.
- 3) Below grade conduits for positive and negative cable runs.
- 4) Any needed replacement of gravel, asphalt, sod, or damaged crops.

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

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

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

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

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

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

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

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

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

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

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

- a. All liens placed against the project have been released.
- b. For projects over \$35,000, releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries have been received.

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

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

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

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

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

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

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

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

**7. Job Safety & COVID-19 Safety Requirements Compliance.** The Contractor, and its subcontractors of any tier, shall comply with all Washington Dept. of Labor & Industries safety standards, as well as comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects.

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

**9. Invoicing.** All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number**, and Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. **If requested by the City the Contractor shall provide a cost breakdown of charges.** Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to [accountspayable@cityofanacortes.org](mailto:accountspayable@cityofanacortes.org). Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from

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

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

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

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

**13. Inspection.**

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

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

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

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

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

**17. Insurance.**

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

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

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

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

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

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

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

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

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

**H. Verification of Coverage:** The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

**23. The City's Right to Terminate Agreement.**

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

**B. Termination for Public Convenience:** The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is

terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

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

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

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

**27. Disputes**

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

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

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

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

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

and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

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

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

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

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

**33. 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

CONTRACTOR:

MESA Products Inc  
Logan Swanson  
PO Box 52608  
Tulsa, OK 74152

## APPENDIX A

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

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

## APPENDIX E

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

### **Pertinent Non-Discrimination Authorities:**

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



## City Council Agenda Bill

**Meeting Date:** June 26, 2023      **Agenda Item:** 5.d.

**Agenda Item Title:** Contract Award: 2023 Chevrolet Silverado 2500 Purchase #23-175-ERR-001

**Staff Contact(s):** Henry Hash, WIL LUDEMANN

**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 \$67,976.10 to Blade Chevrolet to purchase one 2023 Chevrolet Silverado 2500 truck for the Facilities Division.

**Background:**

1. **History:** This service truck will be an addition to the fleet in order to provide our new facility maintenance position with a vehicle to work out of. This vehicle will allow the Facilities Division to serve all departments with facility repair and maintenance. We are paying for the vehicle with funds from our surplus auctions that we had last month. This vehicle will be put into the ER replacement pool for future accrual of replacement funds.
2. **Key Terms:**
  - Contract is for a fixed price of \$67,976.10.
3. **Competitive Bidding:** On June 8, 2023 the City [solicited bids](#) for the subject contract and on June 14, 2023 a bid opening was conducted and no bids were received. Per RCW [35.23.352](#) the City may "enter into a contract without any further call."

**Budget Impact:**

|                 |                   |
|-----------------|-------------------|
| Supplier        | Blade Chevrolet   |
| Contract Amount | \$67,976.10       |
| BARS #          | 501.790.594.48.60 |

|                            |                                            |
|----------------------------|--------------------------------------------|
| Budget Amendment Required? | No - Surplus sales funds in the ER account |
|----------------------------|--------------------------------------------|

**Previous Action:** N/A

**Recommended Motion:** I move that City Council authorize the Mayor to sign contract 23-175-ERR-001 with Blade Chevrolet in the amount of \$67,976.10 for the purchase of one 2023 Chevrolet Silverado 2500.

**Alternative Actions:** Not award the contract.

**Attachments (listed in order presented):**

1. 23-175-ERR-001



## CONTRACT 23-175-ERR-001

### Between THE CITY OF ANACORTES AND BLADE CHEVROLET

#### 2023 CHEVROLET SILVERADO 2500

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

1. **Scope of Work.** The Supplier shall furnish and deliver one New 2023 Chevrolet Silverado 2500 ("Goods") in accordance with and as described in Exhibit A, which is hereby incorporated by reference and made a part hereof.

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

3. **Price.** The Total Contract Price is a firm fixed price of **Sixty-Seven Thousand Nine Hundred Seventy-Six Dollars and Ten Cents (\$67,976.10)**, which includes \$5,7473.60 in sales tax.

4. **Contract Term.** The contract term is from full execution through delivery and full acceptance by the City of all equipment and materials.

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

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

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

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

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

10. **Invoicing.** All invoices shall include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, Invoice Period, Contract Title, and Contract Number. Invoices may be sent by US mail to City of Anacortes,

Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to [accountspayable@cityofanacortes.org](mailto:accountspayable@cityofanacortes.org). Suppliers may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Supplier within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Supplier shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

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

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

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

14. **Insurance Requirements**

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

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

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

D. Minimum Amounts of Insurance: The Supplier shall maintain Commercial General Liability insurance that shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

E. Other Insurance Provision: The Supplier's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the 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 One business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the Supplier to maintain the insurance as required shall constitute a material breach of contract, upon which the 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's 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.

**15. Inspection.**

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

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

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

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

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

19. **Ownership and Use of Documents.** All finished and unfinished documents and material prepared by the Supplier with funds paid by the City pursuant to the terms of this Contract shall become the property of the City and shall be forwarded to the City upon its request. Documents and materials shall include but not be limited to plans, specifications, reports, electronic and non-electronic data, and other design documents prepared by the Supplier. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Supplier harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the documents and materials by the City or any person or entity that obtains the documents and materials from or through the City. Pursuant to RCW 42.56.70, all information and documents produced under this Contract may be subject to public disclosure.

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

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

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

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

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

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

**24. Covenant Against Contingent Fees.** The Supplier warrants that 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 Contract, 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 Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**25. Disputes**

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

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

**C. Detailed Claim:** The Supplier shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Supplier has given the City a detailed written statement of each

element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

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

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

26. **Force Majeure.** Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; 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.

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

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

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

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

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

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

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

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

CITY OF ANACORTES

BLADE CHEVROLET

By \_\_\_\_\_  
Matt Miller, Mayor

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**CONTRACT 23-175-ERR-001  
EXHIBIT A**

**2023 Chevrolet Silverado 2500 Regular Cab 4x4, Monroe Truck Equipment ServicePRO™ Elite Service Truck**

**Chassis Details**

|                            |              |
|----------------------------|--------------|
| Class                      | 2            |
| GVWR                       | 10,000       |
| Drive Train                | 4x4          |
| Cab Type                   | Regular      |
| Vehicle Trim               | White        |
| Exterior Color Description | Summit White |
| Engine Cylinder Count      | 8            |
| Fuel Type                  | Gasoline     |
| Engine Model               | L8T          |
| Engine Size (L)            | 6.6          |
| Brake Type                 | Hydraulic    |

**Body Details**

|                         |                                                                         |
|-------------------------|-------------------------------------------------------------------------|
| Manufacturer            | Monroe Truck Equipment                                                  |
| Body Type               | Service Truck                                                           |
| Body Line               | ServicePRO™ Elite                                                       |
| Body Model              | ServicePro Elite                                                        |
| Body Description        | Acrylic E-Coat Immersion Primer System and Powder Coated                |
| Body Material           | Steel                                                                   |
| Body Height             | 40.1"                                                                   |
| Body Width              | 77.8"                                                                   |
| Body Length             | 8'                                                                      |
| Body Inside Width       | 48-1/2"                                                                 |
| Body Inside Length      | 8' 2"                                                                   |
| Body Weight             | 996                                                                     |
| Body Color              | White                                                                   |
| Bumper Description      | Stepmate Bumper System With Integrated Steps and Grab Handles           |
| Bumper Location         | Rear                                                                    |
| Bumper Color            | Black                                                                   |
| Compartment Description | 6 Side Compartments, Nitrogen Gas Strut Door Holders, Aluminum Top Pack |
| Compartment Quantity    | 6                                                                       |
| Compartment Depth       | 14.5"                                                                   |
| Floor Description       | Galvanized Steel Diamond Plate Floor                                    |
| Floor Material          | Steel                                                                   |
| Lighting Type           | LED                                                                     |
| Lighting Description    | FMVSS Compliant Lighting, Stop/Turn/Tail Lights                         |
| Lighting Location       | Exterior                                                                |
| Lighting Type           | LED                                                                     |
| Lighting Location       | Compartments                                                            |
| Tailgate Type           | Slam Action                                                             |
| Tailgate Description    | Knee Braced Slam Action Tailgate with Aluminum Tailgate Protector       |
| Hitch Type              | Receiver                                                                |
| Hitch Description       | Hitch with 2" Insert                                                    |
| Hitch Size              | 2.5"                                                                    |
| Lock System Type        | Master Locking System                                                   |
| Accessory               | Spray in bed liner                                                      |
| Camera Description      | Factory Backup Camera                                                   |

## APPENDIX A

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

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

## APPENDIX E

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

### **Pertinent Non-Discrimination Authorities:**

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



# City Council Agenda Bill

**Meeting Date:** June 26, 2023      **Agenda Item:** 6.a.

**Agenda Item Title:** Ordinance 4054: AMC Chapter 10.12 Parking Code Update

**Staff Contact(s):** RYAN WALTERS

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

RYAN WALTERS  
DARCY SWETNAM  
STEVE HOGLUND

Ordinance

**Item Summary:** This proposed ordinance completely revises and reorganizes Chapter 10.12 of the Anacortes Municipal Code regarding parking. Because the proposed changes are so complex, they are not shown in the attachment in strike-through and underline. Instead, the proposed changes are highlighted via notes shown in blue background. Several of the provisions of the proposed code chapter would address recent parking problems throughout the city.

Notably, this ordinance:

- Completely reorganizes the parking code.
- Organizes street segments into tables rather than long sentences and paragraphs.
- Incorporates by reference state parking laws and definitions.
- Lists classes of civil infraction for each type of parking violation.
- Deletes AMC 10.12.090.C creating a permit system for parking on city streets as a temporary place of abode.
- Creates a new restriction on parking "oversize vehicles" (AMC 10.12.340) for more than 8 hours in residential areas or the Commercial Marine zone.
- Creates enforceable limits for parking in city parks, in the Washington Park trailer parking lot, and on the Washington Park Loop Road.
- Creates procedures for towing and impoundment of vehicles in violation of these provisions, including immediate impound in certain circumstances, including for vehicles that are causing an illicit discharge into the stormwater system.
- Clearly articulates authority for towing and impoundment of vehicles used as a residence, subject to the limitations imposed by recent state case law finding that the Homestead Act protects a person's interest in a vehicle.

City staff reviewed an earlier draft of the proposal and provided comments. Where their comments have not been accepted into the text, they are identified by notes shown in yellow background.

**Budget Impact:**

N/A

**Previous Action:** Council previously considered a portion of this proposal -- an earlier iteration of the oversize parking section -- on [November 21](#), [November 28](#), and [December 5, 2022](#). Council deferred action on that proposal until a more comprehensive rewrite of the parking code chapter could be completed.

**Recommended Motion:** This ordinance is before the City Council for its first read; no motion is expected until at least the second read.

**Alternative Actions:**

**Attachments (listed in order presented):**

1. Ordinance 4054 - AMC Chapter 10.12 Parking
2. Ordinance 4054 - AMC Chapter 10.12 Parking - RW Edits
3. Parking Code Update Presentation
4. Written Public Comment - Cynthia Richardson - Parking

**City of Anacortes  
Ordinance No. 4054**

**An Ordinance Repealing and Replacing AMC Chapter 10.12 Regarding Parking Regulations**

Whereas Chapter 10.12 in the Anacortes Municipal Code has never been comprehensively reorganized;

Whereas the marine waterways provisions of existing AMC 10.12.230-250 are more properly organized in their own chapter;

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

Section 1. The Anacortes Municipal Code is amended as follows:

New AMC Chapter 10.80, Marine Waterways, is created.

Existing AMC Chapter 10.12.230-250 regarding marine waterways encroachment prohibitions, are recodified to AMC 10.80.020-060.

AMC Chapter 10.12, Stopping, Standing, and Parking, is re-adopted as AMC Chapter 10.12, Parking, to read as shown in Attachment A.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof may not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication in the manner required by law.

PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF ANACORTES:

\_\_\_\_\_  
Matt Miller, Mayor

Attest:

\_\_\_\_\_  
Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

\_\_\_\_\_  
Darcy Swetnam, City Attorney

# Attachment A

|                                                                        |           |
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- i** Note that per RCW 7.80.120, a class 1 civil infraction is \$250; class 2 is \$125; class 3 is \$50; class 4 is \$25. Each also carries additional and substantial statutory fees.
- i** Existing AMC 10.12.032 Prohibited parking—Penalty an infraction, is repealed in favor of having violations stated in each section.

## Chapter 10.12 Parking

### Article I. General Provisions

#### 10.12.110 Short Title

This chapter may be known and cited as the “City of Anacortes Parking Code.”

#### 10.12.120 Applicability

This chapter applies to public streets and highways within the City of Anacortes.

#### 10.12.130 Definitions

- i** The existing code chapter does not contain a definitions section. These definitions apply throughout the chapter.

The following definitions apply to the terms used in this chapter:

“Alley” has the meaning found in RCW Chapter 46.04.

“Bike lane” means the area within any public right-of-way specially designated for the use of bicycles and signed or marked as such, excluding travel lanes marked with sharrows.

“Fire lane” means the area within any public right-of-way, easement, or private property designated for fire trucks and/or emergency vehicles to use, place emergency equipment upon, travel upon, or park, which includes any curb painted red or any other area marked for that purpose.

“Camper” has the meaning found in RCW Chapter 46.04.

“Junk vehicle” has the meaning found in RCW 46.55.010.

“Landowner” includes a legal owner of private property, a person with possession or control of private property, or a public official having jurisdiction over public property.

“Motor home” has the meaning found in RCW Chapter 46.04.

- i** By defining “park,” we no longer need to repeatedly say “park, stand, or stop.”

“Park,” in its verb form, has the meaning found in RCW Chapter 46.04.

“Passenger car” has the meaning found in RCW Chapter 46.04 and includes pickup trucks.

“Registered owner” has the meaning found in RCW Chapter 46.04.

“Stand” has the meaning found in RCW Chapter 46.04.

Commented [RW1]: fix

“Stop” has the meaning found in RCW Chapter 46.04.

“Street block” means the section of a street that lies between two other streets that cross the street roughly perpendicularly.

**i** Defining “street segment” allows us to regulate portions of streets.

“Street segment” means a portion of a street bounded by two points.

**i** By defining “street,” we no longer need to repeatedly say “street, avenue, thoroughfare,” etc. Note that the definition excludes alleys, undeveloped portions of the right-of-way, and private roadways.

“Street” has the meaning of “city street” found in RCW Chapter 46.04.

“Trailer” has the meaning found in RCW Chapter 46.04.

“Travel trailer” has the meaning found in RCW Chapter 46.04.

**i** Note “vehicle” includes any device capable of being moved on the street.

“Vehicle” has the meaning found in RCW Chapter 46.04.

**i** The definition of “vehicle hulk” is from SMC 11.14.045.

“Vehicle hulk” means the remnant or remains of a motor vehicle which is inoperative and cannot be made mechanically operative without the addition of vital parts or mechanisms and the application of a substantial amount of labor to effect repairs.

#### **10.12.140 Owner Liability**

**i** This section is based on existing AMC 10.12.040

The registered owner of any vehicle or trailer parked contrary to the provisions of this chapter may be deemed to have allowed such vehicle or trailer to be parked in violation hereof.

#### **10.12.150 Signage**

- A. It is the responsibility of the Director of Public Works to provide signage or curb painting in accordance with the parking limits as described in this chapter, except for the general prohibitions described in AMC 10.12.310.
- B. Signage must include the Anacortes Municipal Code citation (not the ordinance number) governing the parking restriction identified on the sign.

#### **10.12.160 Default Penalty**

**i** N.B., in the absence of this provision, the schedule provided in [IRLJ 6.2](#) would apply, which makes an unspecified parking violation a \$20 offense.

A violation of this chapter for which a penalty is not specified may be punished as a class 4 civil infraction.

#### **10.12.170 Additional Fees**

Unless otherwise provided, any penalties identified in this Chapter do not include fees, costs, and assessments.

## Article II. General Parking Regulations

### 10.12.200 Parallel Parking—Default Method

**i** This section is based on existing AMC 10.12.070

- A. Except as otherwise specified in this chapter or unless otherwise permitted by duly erected traffic control signs or markings, all parking on streets must be what is known as “parallel parking,” and every vehicle stopped or parked upon a roadway where there is an adjacent curb or edge of abutting parking strip must be so stopped or parked with the right hand wheels of such vehicle parallel to and within 12 inches of the right hand curb or edge of abutting parking strip.
- B. Violation of this section is a class 3 civil infraction.

### 10.12.220 Diagonal Parking—Where Required

**i** This section is based on existing AMC 10.12.080

- A. Parking on the street segments shown in Table 10.12.220-1 must be by “diagonal parking,” with the right front wheel of the vehicles within twelve inches of the curb or edge of parking strip and at an angle of 30 degrees with said curb or edge or parking strip.

**Table 10.12.220-1**

| Street      | Segment                                | Side  |
|-------------|----------------------------------------|-------|
| 34th Street | Between Commercial Ave and 200 ft west | South |
| 3rd Street  | Between O and Q Ave                    | South |
| 4th Street  | Between Commercial Ave and R Ave       | North |
| 4th Street  | Between O Ave and Commercial Ave       | South |
| 5th Street  | Between O and Q Ave                    | South |
| 6th Street  | East of O Ave                          | South |
| 7th Street  | Between O and Q Ave                    | South |
| 8th Street  | Between O and Q Ave                    | South |
| 9th Street  | Between O and Q Ave                    | South |
| 10th Street | Between O Ave and Commercial Ave       | South |
| 11th Street | Between O Ave and Commercial Ave       | South |

- B. Violation of this section is a class 3 civil infraction.

### 10.12.240 Back-in Angle Parking—Where Required

**i** This section is based on existing AMC 10.12.085, with the exception of the last sentence, which is not related to back-in angle parking.

**i** Table rows are listed in the order they appear in the existing code, but will be alphabetized prior to adoption.

- A. Parking on the street segments shown in Table 10.12.240-1 must be by “back-in angle parking,” with the right rear wheel of the vehicles within twelve inches of the curb or edge of parking strip and at an angle of 30 to 45 degrees with said curb or edge or parking strip.

**Table 10.12.240-1**

| Street         | Segment                                                                          | Side  |
|----------------|----------------------------------------------------------------------------------|-------|
| 3rd St         | Between Commercial Ave and O Ave                                                 | North |
| 4th St         | Between R Ave and O Ave                                                          | North |
| Commercial Ave | Between 2nd St and 3rd St                                                        | East  |
| 27th St        | Between Commercial Ave and the alley approximately 125 ft west of Commercial Ave | North |

**i** APD (Zabrina Nybo) recommended the severity of this violation be a class 3 infraction, similar to the other sections above, however it is very common for drivers to park forwards in back-in-angle parking stalls.

- B. Violation of this section is a class 4 civil infraction.

### 10.12.260 Parking Near Guemes Ferry Terminal

**i** This section is based on AMC 10.12.100-110.

- A. The Director of Public Works is authorized to erect signs regulating parking and traffic flow on 6th Street between I Avenue and K Avenue and on I Avenue north of 6th Street for the purpose of regulating and controlling traffic in the vicinity of the county ferry terminal and to provide designating holding lanes for traffic waiting to board the ferry.
- B. A violation of the regulations described by the official signs erected per this section is a class 3 civil infraction.

## Article III. Parking Limitations

### 10.12.310 Parking—General Prohibitions

**i** Subsection A is new material. [RCW 46.61.570](#) covers a lot of prohibited parking areas.

- A. Adoption by reference. The following provisions of the Revised Code of Washington as presently constituted or hereinafter amended are adopted by reference:
1. RCW 46.19.050, regulating use of parking spaces for persons with disabilities.
  2. RCW 46.61.570, prohibiting parking in specified places.
  3. RCW 46.61.575, regulating motorcycle parking.

4. RCW 46.61.581, regulating parking spaces for persons with disabilities.

**i** Next line is based on 10.12.090.A.

B. It is unlawful to park in any alley.

**i** The remainder of this section is new material.

C. It is unlawful to park in or obstruct a fire lane.

D. It is unlawful to park in or obstruct a bike lane.

E. It is unlawful to park in such a manner as to obstruct a 5-ft area on either side of a street-accessed mailbox.

F. It is unlawful to disassemble, construct, reconstruct, repair, or service vehicles of any kind upon any street, except for emergency service which may not last more than two hours and may not interfere with or impede the flow of traffic.

**i** Next line is based on 10.12.090.B. This proposed chapter deletes AMC 10.12.090.C creating a permit system for parking on city streets for a place of temporary abode.

G. It is unlawful to park for use as a place of abode on any portion of a street or right-of-way.

#### **10.12.320 Parking—General Time Limit**

**i** This section is based on existing AMC 10.12.010, with modifications. Notably, the limit is now applied to a "street block" -- requiring movement to another block to avoid the 72-hour limit.

**!** Note that vehicles could still theoretically leave for an hour and return to avoid the limitation of a "continuous" period.

**!** APD (Zabrina Nybo) would like to add the following language: "For the purposes of this section, a passenger car shall be deemed to be in violation of this section despite any movement of the passenger car unless it is moved at least one city block." However, many drivers likely park their cars in the same place each day but are not reasonably considered in violation of the 72-hour parking rule.

A. It is unlawful to park for a continuous period in excess of 72 hours on any street block.

B. Exception. A vehicle is not limited by subsection A if the vehicle:

1. is a passenger car;
2. is not a junk vehicle;

**i** The following is a new requirement.

3. is operable in its current state;

**i** The following is a new requirement.

4. has a current state registration and license plate tabs; and

**i** The following condition was modified to apply to vehicles with “permission” rather than those “owned by.”

5. has a registered owner corresponding to an abutting property owner or resident.

C. Violation of this section is a class 3 civil infraction.

#### **10.12.340 Parking—Oversize Vehicles**

A. It is unlawful to park an oversize vehicle for a continuous period in excess of eight hours on any street block in a residential area, or within the Commercial Marine zone.

**i** The definition of "oversize vehicle" is based on the definition of oversize vehicle in unincorporated Los Angeles County, [LACMC 15.64.075](#).

B. For the purpose of this section:

1. "Oversize vehicle" means a motorhome, travel trailer, trailer, or any other vehicle, together with any fixtures or accessories affixed thereto, that measures 8 feet or more in width, 7.5 feet or more in height, or 20 feet or more in length.
2. "Residential area" means any of the zones listed in AMC 19.40.030 and the following additional areas that are characterized by residential development as follows:
  - a. the LM zone between M and O avenues and bounded by 2nd and 5th streets;
  - b. the CBD zone between N and O avenues and bounded by 3rd and 5th streets;
  - c. the CBD zone between Q and R avenues and between 4th and 8th streets;
  - d. the MS zone between T and U avenues and between 3rd and 4th streets.

C. Exception. The following vehicles are not subject to the time limitation in subsection A, but continue to be subject to all other parking regulations in this chapter:

1. A vehicle that the possessor or owner of which has permission of the resident of real property immediately adjacent to the street on which such vehicle is parked; or
2. A vehicle that is associated with an adjacent delivery or with machinery or equipment associated with adjacent construction.

#### **10.12.360 Parking—Limited by Time and Street Segment**

**i** This section is based on 10.12.020.

**i** Table rows are listed in the order they appear in the existing code, but will be alphabetized prior to adoption.

**i** Deleted existing reference to Weaverling Rd, which is owned by the Samish Nation and is not a city street.

A. It is unlawful to park in excess of the time limits on the street segments shown in Table 10.12.360-1.

**Table 10.12.360-1**

| Street | Segment                                                                     | Side  | Time Limit |
|--------|-----------------------------------------------------------------------------|-------|------------|
| 2nd St | Between Commercial Ave and a point halfway between Commercial Ave and O Ave | Both  | 2 hours    |
| 4th St | Between Commercial Ave and a point halfway between Commercial Ave and Q Ave | South | 2 hours    |

| Street                | Segment                                                                                     | Side        | Time Limit                                          |
|-----------------------|---------------------------------------------------------------------------------------------|-------------|-----------------------------------------------------|
| 4th St                | Between Commercial Ave and a point halfway between Commercial Ave and O Ave                 | North       | 2 hours                                             |
| 6th St                | Between Q Ave and O Ave, except abutting property used exclusively for residential purposes | Both        | 2 hours                                             |
| 6th St                | Between Commercial Ave and a point 135 feet east of the east line of Commercial Ave         | North       | 15 minutes                                          |
| 7th St                | Between Q Ave and O Ave, except abutting property used exclusively for residential purposes | Both        | 2 hours                                             |
| 7th St                | Between O Ave and a point 100 feet east                                                     | North       | 30 minutes                                          |
| 8th St                | Between Q Ave and O Ave, except abutting property used exclusively for residential purposes | Both        | 2 hours                                             |
| Commercial Ave        | Between 3rd St and 12th St                                                                  | Both        | 2 hours                                             |
| Commercial Ave        | Between 2nd St and 3rd St                                                                   | West        | 2 hours                                             |
| Commercial Ave        | Between 6th St and o a point halfway between 6th St and 5th St                              | East        | 15 minutes                                          |
| Commercial Ave        | Between 22nd St and the alley in the block between 22nd St and 21st St                      | West        | 30 minutes                                          |
| <u>Fidalgo Bay Rd</u> | <u>Between Weaverling Rd to SR-20</u>                                                       | <u>Both</u> | <u>Prohibited between 10 pm and 5 am</u>            |
| <u>4th St</u>         | <u>City parking lot in the 1000 block</u>                                                   |             | <u>Prohibited between 11 pm and 6 am</u>            |
| <u>W Ave</u>          | <u>2900-3000 block</u>                                                                      | <u>East</u> | <u>15 minutes for active loading/unloading only</u> |
| <u>Kingsway</u>       | <u>5600-5800 block</u>                                                                      | <u>Both</u> | <u>24 hours</u>                                     |

B. A violation of this section is a class 4 civil infraction.

#### 10.12.380 Parking—Prohibited by Street Segment

**i** This section is based on 10.12.030.

**i** Table rows are listed in the order they appear in the existing code, but will be alphabetized prior to adoption.

**!** Public Works (Tim Hohman and Wil Ludeman) commented that they would like to do away with listing no-parking segments as state law allows no-parking by official sign. We assume City Council would like to retain authority over no-parking areas.

A. It is unlawful to park a vehicle, or any part thereof, along the sides and segments of streets identified in Table 10.12.380-1.

**Table 10.12.380-1**

| Street              | Segment                                                                          | Side        |
|---------------------|----------------------------------------------------------------------------------|-------------|
| 12th Street         | Between A Ave and D Ave                                                          | South       |
| Burrows Bay Road    | Between Hartford Ave and Ferry Terminal Road                                     | South       |
| Ferry Terminal Road | Between <u>Burrows Bay Road</u> <u>Oakes Ave</u> and the east end of the road    | West        |
| St. Mary's Drive    | Between Hillcrest Terrace and the north edge of Lot 1, Highland's First Addition | Both        |
| <u>H Ave</u>        | <u>Between 6th Street and the alley between 6th and 7th Street</u>               | <u>West</u> |

| Street             | Segment                                                                                    | Side         |
|--------------------|--------------------------------------------------------------------------------------------|--------------|
| Q Ave              | Between 9th Street and 11th Street                                                         | Both         |
| Q Ave              | Between 14th Street and 15th Street                                                        | West         |
| 10th Street        | Between Commercial Ave and Q Ave                                                           | Both         |
| 11th Street        | Between Commercial Ave and Q Ave                                                           | Both         |
| 13th Street        | Between Commercial Ave and Q Ave                                                           | Both         |
| Skyline Way        | Between Kingsway and <del>Hughes-Cabana Lane</del>                                         | East         |
| Hughes Lane        | Between Skyline Way and the west ROW line of the cul-de-sac at the west end of Hughes Lane | North        |
| Q Ave              | Between 17th Street and 22nd Street                                                        | Both         |
| Q-R Ave            | Entirety                                                                                   | Both         |
| Q Ave              | Between 11th Street and 13th Street                                                        | East         |
| Commercial Ave     | Between 30th and 35th Street                                                               | West         |
| G Ave              | Between 7th and 8th Street                                                                 | Both         |
| Q Ave              | Between 13th and 14 <sup>th</sup> Street                                                   | West         |
| R Ave              | Between 7 <sup>th</sup> and 9 <sup>th</sup> Street                                         | Both         |
| 30th Street        | Between east line of T Ave to the end of W Ave                                             | Both         |
| Ferry Terminal Rd  | Entirety                                                                                   | Both         |
| Beachwood Lane     | Entirety                                                                                   | Both         |
| Oakes Ave          | Between Anacopper Mine Rd and Ferry Terminal Rd                                            | North        |
| Meridian Place     | Entirety                                                                                   | Both         |
| 20th Street        | Between Commercial Ave and Q Ave                                                           | Both         |
| Harbor View Place  | Between Oakes Ave and 675 ft south of Oakes Ave                                            | Both         |
| 6th Street         | Between H Ave and I Ave                                                                    | Both         |
| West 6th Street    | <del>3400-block-Within the cul-de-sac east of Kansas Ave</del>                             | Both         |
| <u>M Ave</u>       | <u>Between 7th and 8th Street</u>                                                          | <u>West</u>  |
| <u>21st Street</u> | <u>Between Commercial and Q Ave</u>                                                        | <u>North</u> |
| <u>K Ave</u>       | <u>Within the cul-de-sac south of 34th Street</u>                                          | <u>Both</u>  |

**i** The following minor exceptions have been harmonized and simplified from existing code (e.g., one referenced passenger car but not pickup truck). Pickup truck is now included in the definition of "passenger car."

- B. It is unlawful to park any vehicle other than a passenger car, or any part thereof, along the sides and segments of streets identified in Table 10.12.380-2.

**Table 10.12.380-2**

| Street      | Segment                         | Side |
|-------------|---------------------------------|------|
| 9th Street  | Between Q Ave and R Ave         | West |
| 30th Street | Between R Ave and T Ave         | Both |
| Kingsway    | Between Cay Way and Skyline Way | Both |

- C. A violation of this section is a class 3 civil infraction.

### 10.12.390 Parking in City Parks

**i** Current code sets uniform hours for city parks of 5 am to 10 pm, with exception of the campground and boat launch at Washington Park.

- A. It is unlawful to park a vehicle in the parking lot for the ACFL or any city park, as defined in AMC 8.10.20, outside of the posted park hours specified in AMC 8.10.030.
- B. It is unlawful to park in the Washington Park campground after a camping reservation has expired.
- C. It is unlawful to park a trailer in the Washington Park day use parking lots.
- D. It is unlawful to park in the Washington Park trailer parking lot without payment of the trailer parking fee or anywhere other than a designated parking area.
- E. On the Washington Park Loop Road, it is unlawful to park a vehicle except in a designated parking area.
- F. On the Washington Park Loop Road, it is unlawful to drive any vehicle over 20 feet in total length beyond the entrance to the campground. A violation of this subsection is a class 1 civil infraction.
- G. Unless otherwise provided, a violation of this section is a class 4 civil infraction. A subsequent offense in a 12-month period is a class 3 civil infraction.

## Article IV. Residential Parking Areas

### 10.12.410 Residential Parking Areas—Established

**i** This section is based on AMC 10.12.150-220.

**i** Note that AMC 10.12.210 Exemptions has been deleted, because it doesn't create an exemption.

- A. Established.
  - 1. Residential parking areas A and B are established on the street segments shown in Table 10.12.410-1.
  - 2. The Director of Public Works must post appropriate traffic-control signs in each residential parking area to give notice of the parking restrictions imposed by this section.

**Table 10.12.410-1**

| Area | Street      | Segment                             | Side |
|------|-------------|-------------------------------------|------|
| A    | 17th Street | Between J Ave and K Ave             | Both |
| A    | I Ave       | Between 20th Street and 22nd Street | Both |
| A    | J Ave       | Between 20th Street and 22nd Street | Both |
| A    | 20th Street | Between H Ave and K Ave             | Both |
| A    | K Ave       | Between 17th Street and 22nd Street | Both |
| A    | J Ave       | Between 18th Street and 17th Street | Both |
| B    | 6th Street  | Between H Ave and J Ave             | Both |

- B. Restrictions.
  - 1. Within Residential Parking Area A, it is unlawful to park, without possessing and displaying a valid residential or guest permit as provided in this section, for a period in excess of one hour between 7 am and 3 pm on days when Anacortes High School is in session.

2. Within Residential Parking Area B, it is unlawful to park, without possessing and displaying a valid residential or guest permit as provided in this section, at any time.
- C. A violation of this subsection is a class 3 civil infraction. A subsequent violation within 90 days is a class 2 civil infraction.

#### **10.12.420 Residential Parking Areas—Permits**

**i** Note that current code does not include a max number of permits per residence.

- A. A person who resides on a property that abuts a street within a residential parking zone may apply to the Police Department for a residential permit for the relevant Residential Parking Area for each registered and licensed vehicle owned by the applicant, up to four permits per residence. An application must be completed on a form provided by the Police Department and must contain such information as is deemed necessary to verify the residence of the applicant and to identify the vehicle for which the permit is given.
- B. The Police Department may also provide up to five guest permits per qualifying residence for exclusive use by guests of the resident.
- C. No fee is required for the issuance of residential permits or guest permits, nor for substitute or additional vehicles acquired by residents, nor for the replacement of lost or damaged residential permits. A fee of \$15 is required prior to replacement of a lost or destroyed guest permit.
- D. A residential permit must be permanently affixed to the inside of the lower left driver's side area of the front windshield.
- E. A guest permit must be hung from the rear-view mirror or displayed on the driver's side area of the front windshield.

### **Article V. Parking During Construction and Special Events**

#### **10.12.520 Parking in Construction Zones**

- A. It is unlawful to park in any area that has been signed as no-parking for the purpose of construction.
- B. A violation of this section is a class 3 civil infraction.

#### **10.12.540 Parking Along Parade Routes or Street Fair Areas**

**i** This section is based on AMC 10.12.120-140.

- A. It is unlawful to park along any street that has been approved by the City as a parade route or for a street fair during the times specified in the no-parking signs posted per subsection B.
- B. No-parking signs for the event:
  1. must be posted at least 24 hours in advance of the event;
  2. must consist of at least four temporary signs on each side of every street block in which parking is prohibited;
  3. must designate the time period during which parking is prohibited.
- C. Where compliance with subsection B is achieved for a relevant street block, the Police Department may impound any vehicle that is parked in violation of this section.
- D. A violation of this section is a class 3 civil infraction.

### 10.12.560 Parking During Major Events

**i** This section is new material.

**!** Public Works (Tim Hohmann) notes that PCED processes event permits, not Public Works. However this section applies to more than just event permits.

- A. The Director of Public Works is authorized to suspend enforcement of specified elements of the parking regulations established in this chapter during major events where additional parking is required to support the event, e.g., the Anacortes Arts Festival or an extended period where the Guemes Ferry is not in service.
- B. The Director of Public Works must provide notice to the City Council of any action taken pursuant to subsection A.

## Article VI. Towing and Impoundment

**i** This article is based on existing AMC 10.12.050 and MVMC 10.06. It is also similar to [SMC 11.30](#).

**i** RCW 46.55.240 describes requirements for local impound ordinances.

**!** This article has not been completely reviewed or edited yet. We need to add language addressing homestead exemption and other recent case law.

### 10.12.610 Findings

- A. A vehicle parked in violation of this chapter may be hazardous to pedestrians, bicyclists, and motorists; impede commerce; be detrimental to quiet enjoyment of residential neighborhoods.
- B. The City has a significant interest in ensuring that its streets are free of hazards and usable for the purposes they were intended.
- C. When a vehicle is used as a residence, the Washington State Homestead Act may apply.
  - 1. Article 19, Section 1 of the Washington State Constitution provides that "The legislature shall protect by law from forced sale a certain portion of the homestead and other property of all heads of families."
  - 2. The Legislature has implemented that constitutional directive through the State Homestead Act, which in [RCW 6.13.070](#) provides that real or personal property used as a residence "is exempt from attachment and from execution or forced sale for the debts of the owner up to the amount specified in [RCW 6.13.030](#)."
  - 3. The Washington State Supreme Court, in *City of Seattle v. Long* (2021), held that the Homestead Act "automatically protects occupied personal property as a homestead from attachment, execution, or forced sale."
  - 4. The Court also found that "the Homestead Act is not a sword to prevent impoundment," and no attachment, execution, or forced sale occurs solely because a vehicle is impounded; the Homestead Act's protections instead apply when a city attempts to collect upon the impound debt.
  - 5. The Court found that sanctions that are partially or wholly punitive are limited by the Excessive Fines clause of the United States Constitution, and impound fees are at least partially punitive and therefore subject to a requirement for an ability-to-pay analysis.

#### 10.12.620 Impoundment—Generally

- A. Per RCW 46.55.240(1), applicable provisions of RCW Chapter 46.55 are adopted by reference, including the definitions in RCW 46.55.010.
- B. For the purposes of this Article, the term "vehicle" includes any "vehicle hulk."
- C. A presumption that a notice required by this Article has been "securely attached and conspicuously displayed" exists when the notice is secured by placing it under the vehicle windshield wiper blade.
- D. Prior to impounding a vehicle under this Chapter, a police officer must make a reasonable determination as to whether the vehicle is currently being used as a residence and make written note of the factors that led to that determination. If the vehicle is being used as a residence, the provisions of AMC 10.12.650 apply.

#### 10.12.630 Impound After Notice.

- A. Except as provided in AMC 10.12.640-650, a vehicle may be impounded after notice of such proposed impoundment has been securely attached to and conspicuously displayed on the vehicle for a period of 24 hours prior to impoundment if such vehicle is parked or used in violation of any law, ordinance, or regulation.
- B. The notice must comply with the provisions of RCW 46.55.085.

#### 10.12.640 Impound Without Notice.

 APD (Dave Floyd) would also like to add any vehicle in violation of AMC 10.12.380 to this list.

- A. Except as provided in AMC 10.12.640, the Police Department may impound any vehicle, with or without citation and without giving prior notice to the owner as required in AMC 10.12.620 when:
  - 1. the vehicle is unattended and is impeding or is likely to impede the normal flow of vehicular, pedestrian, or bicycle traffic; or
  - 2. the vehicle is illegally occupying a truck, commercial load zone, construction zone, street closed by order of the City Council, restricted parking zone, bus, loading, hooded-meter, taxi, or other similar zone where parking is limited to designated classes of vehicles or is prohibited during certain hours, on designated days, or at all times, and where such vehicle is interfering with the proper and intended use of such zones and where such zone is clearly and conspicuously marked; or

 [RCW 46.61.570](#), cited below, covers a wide variety of parking areas, including street excavation, railroad tracks, within 15 ft of a fire hydrant, within 20 ft of a crosswalk, etc.

- 3. the vehicle is parked within no parking zones specified in RCW 46.61.570;
- 4. the vehicle is parked in violation of AMC 10.12.310.B-E; or
- 5. the vehicle is parked in violation of AMC 10.12.390.B-F; or
- 6. the vehicle is parked on Fidalgo Bay Rd in violation of AMC 10.12.360; or
- 7. the vehicle without a special license plate, card, or decal indicating that the vehicle is being used to transport a disabled person as defined under Chapter 46.16 RCW, as now or hereafter amended, is parked in a stall or space clearly and conspicuously marked under RCW 46.61.581 when such space is on public property or provided on private property without charge; or
- 8. the vehicle is parked in such a manner as to constitute a traffic hazard; or
- 9. the vehicle poses an immediate danger to the public safety; or

10. a police officer has probable cause to believe that the vehicle is stolen; or
11. a police officer has probable cause to believe that the vehicle constitutes evidence of a crime or contains evidence of a crime, if impoundment is reasonably necessary in such instance to obtain or preserve such evidence; or
12. the vehicle is parked in a publicly owned or controlled parking facility, properly posted under RCW 46.55.070; or
13. the vehicle is parked on private, nonresidential property, properly posted under RCW 46.55.070; or
14. the vehicle is left unattended on residential property without consent of the property owner or agent;

**i** “Junk vehicle” is defined in the definitions section.

15. the vehicle is a junk vehicle and is parked on a street, alley, or way open to the public, or on municipal or other public property;
16. the vehicle is parked in a public right-of-way or on other publicly owned or controlled property in violation of any law, ordinance, or regulation and there are four or more parking infractions issued against the vehicle for each of which a person has failed to respond, failed to appear at a requested hearing, or failed to pay an adjudicated parking infraction for at least 45 days from the date of the filing of the notice of infraction;

**i** The next paragraph has been added to manage vehicles that are causing illicit discharges of pollutants into the stormwater system.

17. any part of the vehicle is leaking material other than stormwater onto the street or any other part of the municipal separate storm sewer system in violation of AMC 18.30.050.
- B. Nothing in this section may be construed to authorize seizure of a vehicle without a warrant where a warrant would otherwise be required.

#### **10.12.650 Impound of Vehicle Used as a Residence**

- A. If a police officer who impounds a vehicle determines that the vehicle is currently being used as a residence:
1. the vehicle may be impounded pursuant to the processes described in this Article;
  2. if the registered owner of the vehicle is not a resident of the vehicle, the City may sell or destroy the vehicle and the vehicle is not redeemed per AMC 10.12.650;
  3. if the registered owner of the vehicle is a resident of the vehicle, the City may impose fines for the impoundment and associated costs of storage and redemption, limited to the lesser of the actual costs or the amount the vehicle owner has the ability to reasonably pay; and the City may not dispose of the vehicle without an order authorizing such disposal issued by a court of competent jurisdiction.

#### **10.12.660 Redemption of Impounded Vehicle—Sale at Auction**

RCW 46.55.120, governing redemption of impounded vehicles, is incorporated by reference.

**City of Anacortes  
Ordinance No. 4054**

**An Ordinance Repealing and Replacing AMC Chapter 10.12 Regarding Parking Regulations**

Whereas Chapter 10.12 in the Anacortes Municipal Code has never been comprehensively reorganized;

Whereas the marine waterways provisions of existing AMC 10.12.230-250 are more properly organized in their own chapter;

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

Section 1. The Anacortes Municipal Code is amended as follows:

New AMC Chapter 10.80, Marine Waterways, is created.

Existing AMC Chapter 10.12.230-250 regarding marine waterways encroachment prohibitions, are recodified to AMC 10.80.020-060.

AMC Chapter 10.12, Stopping, Standing, and Parking, is re-adopted as AMC Chapter 10.12, Parking, to read as shown in Attachment A.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof may not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. Consistent with RCW 35A.12.130, this ordinance takes effect five days after passage, approval, and publication in the manner required by law.

PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF ANACORTES:

\_\_\_\_\_  
Matt Miller, Mayor

Attest:

\_\_\_\_\_  
Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

\_\_\_\_\_  
Darcy Swetnam, City Attorney

# Attachment A

|                                                                        |           |
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**i** Note that per RCW 7.80.120, a class 1 civil infraction is \$250; class 2 is \$125; class 3 is \$50; class 4 is \$25. Each also carries additional and substantial statutory fees.

**i** Existing AMC 10.12.032 Prohibited parking—Penalty an infraction, is repealed in favor of having violations stated in each section.

## Chapter 10.12 Parking

### Article I. General Provisions

#### 10.12.110 Short Title

This chapter may be known and cited as the “City of Anacortes Parking Code.”

#### 10.12.120 Applicability

This chapter applies to public streets and highways within the City of Anacortes.

#### 10.12.130 Definitions

**i** The existing code chapter does not contain a definitions section. These definitions apply throughout the chapter.

The following definitions apply to the terms used in this chapter:

“Alley” has the meaning found in RCW Chapter 46.04.

“Bike lane” means the area within any public right-of-way specially designated for the use of bicycles and signed or marked as such, excluding travel lanes marked with sharrows.

“Fire lane” means the area within any public right-of-way, easement, or private property designated for fire trucks and/or emergency vehicles to use, place emergency equipment upon, travel upon, or park, which includes any curb painted red or any other area marked for that purpose.

“Camper” has the meaning found in RCW Chapter 46.04.

“Junk vehicle” has the meaning found in RCW 46.55.010.

“Landowner” includes a legal owner of private property, a person with possession or control of private property, or a public official having jurisdiction over public property.

“Motor home” has the meaning found in RCW Chapter 46.04.

**i** By defining “park,” we no longer need to repeatedly say “park, stand, or stop.”

“Park,” in its verb form, has the meaning found in RCW Chapter 46.04.

“Passenger car” has the meaning found in RCW Chapter 46.04 and includes pickup trucks.

“Registered owner” has the meaning found in RCW Chapter 46.04.

“Stop” has the meaning found in RCW Chapter 46.04.

“Street block” means the section of a street that lies between two other streets that cross the street roughly perpendicularly.

**i** Defining “street segment” allows us to regulate portions of streets.

“Street segment” means a portion of a street bounded by two points.

**i** By defining “street,” we no longer need to repeatedly say “street, avenue, thoroughfare,” etc. Note that the definition excludes alleys, undeveloped portions of the right-of-way, and private roadways.

“Street” has the meaning of “city street” found in RCW Chapter 46.04.

“Trailer” has the meaning found in RCW Chapter 46.04.

“Travel trailer” has the meaning found in RCW Chapter 46.04.

**i** Note “vehicle” includes any device capable of being moved on the street.

“Vehicle” has the meaning found in RCW Chapter 46.04.

**i** The definition of “vehicle hulk” is from SMC 11.14.045.

“Vehicle hulk” means the remnant or remains of a motor vehicle which is inoperative and cannot be made mechanically operative without the addition of vital parts or mechanisms and the application of a substantial amount of labor to effect repairs.

#### **10.12.140 Owner Liability**

**i** This section is based on existing AMC 10.12.040

The registered owner of any vehicle or trailer parked contrary to the provisions of this chapter may be deemed to have allowed such vehicle or trailer to be parked in violation hereof.

#### **10.12.150 Signage**

- A. It is the responsibility of the Director of Public Works to provide signage or curb painting in accordance with the parking limits as described in this chapter, except for the general prohibitions described in AMC 10.12.310.
- B. Signage must include the Anacortes Municipal Code citation (not the ordinance number) governing the parking restriction identified on the sign.

#### **10.12.160 Default Penalty**

**i** N.B., in the absence of this provision, the schedule provided in [IRLJ 6.2](#) would apply, which makes an unspecified parking violation a \$20 offense.

A violation of this chapter for which a penalty is not specified may be punished as a class 4 civil infraction.

#### **10.12.170 Additional Fees**

Unless otherwise provided, any penalties identified in this Chapter do not include fees, costs, and assessments.

### 10.12.190 Severability.

If any section, subsection, sentence, clause, phrase, or word of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof may not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

## Article II. General Parking Regulations

### 10.12.200 Parallel Parking—Default Method

**i** This section is based on existing AMC 10.12.070

- A. Except as otherwise specified in this chapter or unless otherwise permitted by duly erected traffic control signs or markings, all parking on streets must be what is known as “parallel parking,” and every vehicle stopped or parked upon a roadway where there is an adjacent curb or edge of abutting parking strip must be so stopped or parked with the right hand wheels of such vehicle parallel to and within 12 inches of the right hand curb or edge of abutting parking strip.
- B. Violation of this section is a class 3 civil infraction.

### 10.12.220 Diagonal Parking—Where Required

**i** This section is based on existing AMC 10.12.080

- A. Parking on the street segments shown in Table 10.12.220-1 must be by “diagonal parking,” with the right front wheel of the vehicles within twelve inches of the curb or edge of parking strip and at an angle of 30 degrees with said curb or edge or parking strip.

**Table 10.12.220-1**

| Street      | Segment                                | Side  |
|-------------|----------------------------------------|-------|
| 34th Street | Between Commercial Ave and 200 ft west | South |
| 3rd Street  | Between O and Q Ave                    | South |
| 4th Street  | Between Commercial Ave and R Ave       | North |
| 4th Street  | Between O Ave and Commercial Ave       | South |
| 5th Street  | Between O and Q Ave                    | South |
| 6th Street  | East of O Ave                          | South |
| 7th Street  | Between O and Q Ave                    | South |
| 8th Street  | Between O and Q Ave                    | South |
| 9th Street  | Between O and Q Ave                    | South |
| 10th Street | Between O Ave and Commercial Ave       | South |
| 11th Street | Between O Ave and Commercial Ave       | South |

- B. Violation of this section is a class 3 civil infraction.

### 10.12.240 Back-in Angle Parking—Where Required

**i** This section is based on existing AMC 10.12.085, with the exception of the last sentence, which is not related to back-in angle parking.

**!** Table rows are listed in the order they appear in the existing code, but will be alphabetized prior to adoption.

- A. Parking on the street segments shown in Table 10.12.240-1 must be by “back-in angle parking,” with the right rear wheel of the vehicles within twelve inches of the curb or edge of parking strip and at an angle of 30 to 45 degrees with said curb or edge or parking strip.

**Table 10.12.240-1**

| Street         | Segment                                                                          | Side  |
|----------------|----------------------------------------------------------------------------------|-------|
| 3rd St         | Between Commercial Ave and O Ave                                                 | North |
| 4th St         | Between R Ave and O Ave                                                          | North |
| Commercial Ave | Between 2nd St and 3rd St                                                        | East  |
| 27th St        | Between Commercial Ave and the alley approximately 125 ft west of Commercial Ave | North |

**!** APD (Zabrina Nybo) recommended the severity of this violation be a class 3 infraction, similar to the other sections above, however it is very common for drivers to park forwards in back-in-angle parking stalls.

- B. Violation of this section is a class 4 civil infraction.

### 10.12.260 Parking Near Guemes Ferry Terminal

**i** This section is based on AMC 10.12.100-110.

- A. The Director of Public Works is authorized to erect signs regulating parking and traffic flow on 6th Street between I Avenue and K Avenue and on I Avenue north of 6th Street for the purpose of regulating and controlling traffic in the vicinity of the county ferry terminal and to provide designating holding lanes for traffic waiting to board the ferry.
- B. A violation of the regulations described by the official signs erected per this section is a class 3 civil infraction.

## Article III. Parking Limitations

### 10.12.310 Parking—General Prohibitions

**i** Subsection A is new material. [RCW 46.61.570](#) covers a lot of prohibited parking areas.

- A. Adoption by reference. The following provisions of the Revised Code of Washington as presently constituted or hereinafter amended are adopted by reference:
1. RCW 46.19.050, regulating use of parking spaces for persons with disabilities.
  2. RCW 46.61.570, prohibiting parking in specified places.
  3. RCW 46.61.575, regulating motorcycle parking.

4. RCW 46.61.581, regulating parking spaces for persons with disabilities.

**i** Next line is based on 10.12.090.A.

- B. It is unlawful to park in any alley.

**i** The remainder of this section is new material.

- C. It is unlawful to park in or obstruct a fire lane.  
D. It is unlawful to park in or obstruct a bike lane.  
E. It is unlawful to park in such a manner as to obstruct a 5-ft area on either side of a street-accessed mailbox.  
F. It is unlawful to disassemble, construct, reconstruct, repair, or service vehicles of any kind upon any street, except for emergency service which may not last more than two hours and may not interfere with or impede the flow of traffic.

**i** Next line is based on 10.12.090.B. This proposed chapter deletes AMC 10.12.090.C creating a permit system for parking on city streets for a place of temporary abode.

- G. It is unlawful to park for use as a place of abode on any portion of a street or right-of-way.

#### **10.12.320 Parking—General Time Limit**

**i** This section is based on existing AMC 10.12.010, with modifications. Notably, the limit is now applied to a "street block" -- requiring movement to another block to avoid the 72-hour limit.

**!** Note that vehicles could still theoretically leave for an hour and return to avoid the limitation of a "continuous" period.

**!** APD (Zabrina Nybo) would like to add the following language: "For the purposes of this section, a passenger car shall be deemed to be in violation of this section despite any movement of the passenger car unless it is moved at least one city block." However, many drivers likely park their cars in the same place each day but are not reasonably considered in violation of the 72-hour parking rule.

- A. It is unlawful to park for a continuous period in excess of 72 hours on any street block.  
B. Exception. A vehicle is not limited by subsection A if the vehicle:  
1. is a passenger car;  
2. is not a junk vehicle;

**i** The following is a new requirement.

3. is operable in its current state;

**i** The following is a new requirement.

4. has a current state registration and license plate tabs; and  
5. has a registered owner corresponding to an abutting property owner or resident.

C. Violation of this section is a class 3 civil infraction.

#### 10.12.340 Parking—Oversize Vehicles

A. It is unlawful to park an oversize vehicle for a continuous period in excess of eight hours on any street block in a residential area, or within the Commercial Marine zone.

**i** The definition of "oversize vehicle" is based on the definition of oversize vehicle in unincorporated Los Angeles County, [LACMC 15.64.075](#).

B. For the purpose of this section:

1. "Oversize vehicle" means a motorhome, travel trailer, trailer, or any other vehicle, together with any fixtures or accessories affixed thereto, that measures 8 feet or more in width, 7.5 feet or more in height, or 20 feet or more in length.
2. "Residential area" means any of the zones listed in AMC 19.40.030 and the following additional areas that are characterized by residential development as follows:
  - a. the LM zone between M and O avenues and bounded by 2nd and 5th streets;
  - b. the CBD zone between N and O avenues and bounded by 3rd and 5th streets;
  - c. the CBD zone between Q and R avenues and between 4th and 8th streets;
  - d. the MS zone between T and U avenues and between 3rd and 4th streets.

C. Exception. The following vehicles are not subject to the time limitation in subsection A, but continue to be subject to all other parking regulations in this chapter:

1. A vehicle that the possessor or owner of which has permission of the resident of real property immediately adjacent to the street on which such vehicle is parked; or
2. A vehicle that is associated with an adjacent delivery or with machinery or equipment associated with adjacent construction.

#### 10.12.360 Parking—Limited by Time and Street Segment

**i** This section is based on 10.12.020.

**i** Table rows are listed in the order they appear in the existing code, but will be alphabetized prior to adoption.

**i** Deleted existing reference to Weaverling Rd, which is owned by the Samish Nation and is not a city street.

A. It is unlawful to park in excess of the time limits on the street segments shown in Table 10.12.360-1.

**Table 10.12.360-1**

| Street | Segment                                                                                     | Side  | Time Limit |
|--------|---------------------------------------------------------------------------------------------|-------|------------|
| 2nd St | Between Commercial Ave and a point halfway between Commercial Ave and O Ave                 | Both  | 2 hours    |
| 4th St | Between Commercial Ave and a point halfway between Commercial Ave and Q Ave                 | South | 2 hours    |
| 4th St | Between Commercial Ave and a point halfway between Commercial Ave and O Ave                 | North | 2 hours    |
| 6th St | Between Q Ave and O Ave, except abutting property used exclusively for residential purposes | Both  | 2 hours    |

| Street                | Segment                                                                                     | Side        | Time Limit                                          |
|-----------------------|---------------------------------------------------------------------------------------------|-------------|-----------------------------------------------------|
| 6th St                | Between Commercial Ave and a point 135 feet east of the east line of Commercial Ave         | North       | 15 minutes                                          |
| 7th St                | Between Q Ave and O Ave, except abutting property used exclusively for residential purposes | Both        | 2 hours                                             |
| 7th St                | Between O Ave and a point 100 feet east                                                     | North       | 30 minutes                                          |
| 8th St                | Between Q Ave and O Ave, except abutting property used exclusively for residential purposes | Both        | 2 hours                                             |
| Commercial Ave        | Between 3rd St and 12th St                                                                  | Both        | 2 hours                                             |
| Commercial Ave        | Between 2nd St and 3rd St                                                                   | West        | 2 hours                                             |
| Commercial Ave        | Between 6th St and o a point halfway between 6th St and 5th St                              | East        | 15 minutes                                          |
| Commercial Ave        | Between 22nd St and the alley in the block between 22nd St and 21st St                      | West        | 30 minutes                                          |
| <u>Fidalgo Bay Rd</u> | <u>Between Weaverling Rd to SR-20</u>                                                       | <u>Both</u> | <u>Prohibited between 10 pm and 5 am</u>            |
| <u>4th St</u>         | <u>City parking lot in the 1000 block</u>                                                   |             | <u>Prohibited between 11 pm and 6 am</u>            |
| <u>W Ave</u>          | <u>2900-3000 block</u>                                                                      | <u>East</u> | <u>15 minutes for active loading/unloading only</u> |
| <u>Kingsway</u>       | <u>5600-5800 block</u>                                                                      | <u>Both</u> | <u>24 hours</u>                                     |

B. A violation of this section is a class 4 civil infraction.

### 10.12.380 Parking—Prohibited by Street Segment

**i** This section is based on 10.12.030.

**i** Table rows are listed in the order they appear in the existing code, but will be alphabetized prior to adoption.

**!** Public Works (Tim Hohman and Wil Ludeman) commented that they would like to do away with listing no-parking segments as state law allows no-parking by official sign. We assume City Council would like to retain authority over no-parking areas.

A. It is unlawful to park a vehicle, or any part thereof, along the sides and segments of streets identified in Table 10.12.380-1.

**Table 10.12.380-1**

| Street              | Segment                                                                           | Side        |
|---------------------|-----------------------------------------------------------------------------------|-------------|
| 12th Street         | Between A Ave and D Ave                                                           | South       |
| Burrows Bay Road    | Between Hartford Ave and Ferry Terminal Road                                      | South       |
| Ferry Terminal Road | Between <del>Burrows Bay Road</del> <u>Oakes Ave</u> and the east end of the road | West        |
| St. Mary's Drive    | Between Hillcrest Terrace and the north edge of Lot 1, Highland's First Addition  | Both        |
| <u>H Ave</u>        | <u>Between 6th Street and the alley between 6th and 7th Street</u>                | <u>West</u> |
| Q Ave               | Between 9th Street and 11th Street                                                | Both        |
| Q Ave               | Between 14th Street and 15th Street                                               | West        |
| 10th Street         | Between Commercial Ave and Q Ave                                                  | Both        |

| Street             | Segment                                                                                    | Side         |
|--------------------|--------------------------------------------------------------------------------------------|--------------|
| 11th Street        | Between Commercial Ave and Q Ave                                                           | Both         |
| 13th Street        | Between Commercial Ave and Q Ave                                                           | Both         |
| Skyline Way        | Between Kingsway and <del>Hughes-Cabana</del> Lane                                         | East         |
| Hughes Lane        | Between Skyline Way and the west ROW line of the cul-de-sac at the west end of Hughes Lane | North        |
| Q Ave              | Between 17th Street and 22nd Street                                                        | Both         |
| Q-R Ave            | Entirety                                                                                   | Both         |
| Q Ave              | Between 11th Street and 13th Street                                                        | East         |
| Commercial Ave     | Between 30th and 35th Street                                                               | West         |
| G Ave              | Between 7th and 8th Street                                                                 | Both         |
| Q Ave              | Between 13th and 14 <sup>th</sup> Street                                                   | West         |
| R Ave              | Between 7 <sup>th</sup> and 9 <sup>th</sup> Street                                         | Both         |
| 30th Street        | Between east line of T Ave to the end of W Ave                                             | Both         |
| Ferry Terminal Rd  | Entirety                                                                                   | Both         |
| Beachwood Lane     | Entirety                                                                                   | Both         |
| Oakes Ave          | Between Anacopper Mine Rd and Ferry Terminal Rd                                            | North        |
| Meridian Place     | Entirety                                                                                   | Both         |
| 20th Street        | Between Commercial Ave and Q Ave                                                           | Both         |
| Harbor View Place  | Between Oakes Ave and 675 ft south of Oakes Ave                                            | Both         |
| 6th Street         | Between H Ave and I Ave                                                                    | Both         |
| West 6th Street    | <del>3400 block</del> Within the cul-de-sac east of Kansas Ave                             | Both         |
| <u>M Ave</u>       | <u>Between 7th and 8th Street</u>                                                          | <u>West</u>  |
| <u>21st Street</u> | <u>Between Commercial and Q Ave</u>                                                        | <u>North</u> |
| <u>K Ave</u>       | <u>Within the cul-de-sac south of 34th Street</u>                                          | <u>Both</u>  |

**i** The following minor exceptions have been harmonized and simplified from existing code (e.g., one referenced passenger car but not pickup truck). Pickup truck is now included in the definition of "passenger car."

- B. It is unlawful to park any vehicle other than a passenger car, or any part thereof, along the sides and segments of streets identified in Table 10.12.380-2.

**Table 10.12.380-2**

| Street      | Segment                         | Side |
|-------------|---------------------------------|------|
| 9th Street  | Between Q Ave and R Ave         | West |
| 30th Street | Between R Ave and T Ave         | Both |
| Kingsway    | Between Cay Way and Skyline Way | Both |

- C. A violation of this section is a class 3 civil infraction.

### 10.12.390 Parking in City Parks

**i** Current code sets uniform hours for city parks of 5 am to 10 pm, with exception of the campground and boat launch at Washington Park.

- A. It is unlawful to park a vehicle in the parking lot for the ACFL or any city park, as defined in AMC 8.10.20, outside of the posted park hours specified in AMC 8.10.030.
- B. It is unlawful to park in the Washington Park campground after a camping reservation has expired.
- C. It is unlawful to park a trailer in the Washington Park day use parking lots.
- D. It is unlawful to park in the Washington Park trailer parking lot without payment of the trailer parking fee or anywhere other than a designated parking area.
- E. On the Washington Park Loop Road, it is unlawful to park a vehicle except in a designated parking area.
- F. On the Washington Park Loop Road, it is unlawful to drive any vehicle over 20 feet in total length beyond the entrance to the campground. A violation of this subsection is a class 1 civil infraction.
- G. Unless otherwise provided, a violation of this section is a class 4 civil infraction. A subsequent offense in a 12-month period is a class 3 civil infraction.

## Article IV. Residential Parking Areas

### 10.12.410 Residential Parking Areas—Established

**i** This section is based on AMC 10.12.150-220.

**i** Note that AMC 10.12.210 Exemptions has been deleted, because it doesn't create an exemption.

- A. Established.
  - 1. Residential parking areas A and B are established on the street segments shown in Table 10.12.410-1.
  - 2. The Director of Public Works must post appropriate traffic-control signs in each residential parking area to give notice of the parking restrictions imposed by this section.

**Table 10.12.410-1**

| Area | Street      | Segment                             | Side |
|------|-------------|-------------------------------------|------|
| A    | 17th Street | Between J Ave and K Ave             | Both |
| A    | I Ave       | Between 20th Street and 22nd Street | Both |
| A    | J Ave       | Between 20th Street and 22nd Street | Both |
| A    | 20th Street | Between H Ave and K Ave             | Both |
| A    | K Ave       | Between 17th Street and 22nd Street | Both |
| A    | J Ave       | Between 18th Street and 17th Street | Both |
| B    | 6th Street  | Between H Ave and J Ave             | Both |

- B. Restrictions.
  - 1. Within Residential Parking Area A, it is unlawful to park, without possessing and displaying a valid residential or guest permit as provided in this section, for a period in excess of one hour between 7 am and 3 pm on days when Anacortes High School is in session.

2. Within Residential Parking Area B, it is unlawful to park, without possessing and displaying a valid residential or guest permit as provided in this section, at any time.
- C. A violation of this subsection is a class 3 civil infraction. A subsequent violation within 90 days is a class 2 civil infraction.

#### **10.12.420 Residential Parking Areas—Permits**

**i** Note that current code does not include a max number of permits per residence; as proposed, this section would create a 4-permit limit per residence.

- A. A person who resides on a property that abuts a street within a residential parking zone may apply to the Police Department for a residential permit for the relevant Residential Parking Area for each registered and licensed vehicle owned by the applicant, up to four permits per residence. An application must be completed on a form provided by the Police Department and must contain such information as is deemed necessary to verify the residence of the applicant and to identify the vehicle for which the permit is given.
- B. The Police Department may also provide up to five guest permits per qualifying residence for exclusive use by guests of the resident.
- C. No fee is required for the issuance of residential permits or guest permits, nor for substitute or additional vehicles acquired by residents, nor for the replacement of lost or damaged residential permits. A fee of \$15 is required prior to replacement of a lost or destroyed guest permit.
- D. A residential permit must be permanently affixed to the inside of the lower left driver's side area of the front windshield.
- E. A guest permit must be hung from the rear-view mirror or displayed on the driver's side area of the front windshield.

### **Article V. Parking During Construction and Special Events**

#### **10.12.520 Parking in Construction Zones**

- A. It is unlawful to park in any area that has been signed as no-parking for the purpose of construction.
- B. A violation of this section is a class 3 civil infraction.

#### **10.12.540 Parking Along Parade Routes or Street Fair Areas**

**i** This section is based on AMC 10.12.120-140.

- A. It is unlawful to park along any street that has been approved by the City as a parade route or for a street fair during the times specified in the no-parking signs posted per subsection B.
- B. No-parking signs for the event:
  1. must be posted at least 24 hours in advance of the event;
  2. must consist of at least four temporary signs on each side of every street block in which parking is prohibited;
  3. must designate the time period during which parking is prohibited.
- C. Where compliance with subsection B is achieved for a relevant street block, the Police Department may impound any vehicle that is parked in violation of this section.

D. A violation of this section is a class 3 civil infraction.

### 10.12.560 Parking During Major Events

 This section is new material.

 Public Works (Tim Hohmann) notes that PCED processes event permits, not Public Works. However this section applies to more than just event permits.

- A. The Director of Public Works is authorized to suspend enforcement of specified elements of the parking regulations established in this chapter during major events where additional parking is required to support the event, e.g., the Anacortes Arts Festival or an extended period where the Guemes Ferry is not in service.
- B. The Director of Public Works must provide notice to the City Council of any action taken pursuant to subsection A.

## Article VI. Towing and Impoundment

 This article is based on existing AMC 10.12.050 and MVMC 10.06. It is also similar to [SMC 11.30](#).

 RCW 46.55.240 describes requirements for local impound ordinances.

### 10.12.610 Findings

- A. A vehicle parked in violation of this chapter may be hazardous to pedestrians, bicyclists, and motorists; impede commerce; be detrimental to quiet enjoyment of residential neighborhoods.
- B. The City has a significant interest in ensuring that its streets are free of hazards and usable for the purposes they were intended.
- C. When a vehicle is used as a residence, the Washington State Homestead Act may apply.
  - 1. Article 19, Section 1 of the Washington State Constitution provides that "The legislature shall protect by law from forced sale a certain portion of the homestead and other property of all heads of families."
  - 2. The Legislature has implemented that constitutional directive through the State Homestead Act, which in [RCW 6.13.070](#) provides that real or personal property used as a residence "is exempt from attachment and from execution or forced sale for the debts of the owner up to the amount specified in [RCW 6.13.030](#)."
  - 3. The Washington State Supreme Court, in *City of Seattle v. Long* (2021), held that the Homestead Act "automatically protects occupied personal property as a homestead from attachment, execution, or forced sale."
  - 4. The Court also found that "the Homestead Act is not a sword to prevent impoundment," and no attachment, execution, or forced sale occurs solely because a vehicle is impounded; the Homestead Act's protections instead apply when a city attempts to collect upon the impound debt.
  - 5. The Court found that sanctions that are partially or wholly punitive are limited by the Excessive Fines clause of the United States Constitution, and impound fees are at least partially punitive and therefore subject to a requirement for an ability-to-pay analysis.

### 10.12.620 Impoundment—Generally

- A. Per RCW 46.55.240(1), applicable provisions of RCW Chapter 46.55 are adopted by reference, including the definitions in RCW 46.55.010.
- B. For the purposes of this Article, the term "vehicle" includes any "vehicle hulk."
- C. A presumption that a notice required by this Article has been "securely attached and conspicuously displayed" exists when the notice is secured by placing it under the vehicle windshield wiper blade.
- D. Prior to impounding a vehicle under this Chapter, a police officer must make a reasonable determination as to whether the vehicle is currently being used as a residence and make written note of the factors that led to that determination. If the vehicle is being used as a residence, the provisions of AMC 10.12.650 apply.

### 10.12.630 Impound After Notice.

- A. Except as provided in AMC 10.12.640-650, a vehicle may be impounded after notice of such proposed impoundment has been securely attached to and conspicuously displayed on the vehicle for a period of 24 hours prior to impoundment if such vehicle is parked or used in violation of any law, ordinance, or regulation.
- B. The notice must comply with the provisions of RCW 46.55.085.

### 10.12.640 Impound Without Notice.

 APD (Dave Floyd) would also like to add any vehicle in violation of AMC 10.12.380 to this list.

- A. Except as provided in AMC 10.12.640, the Police Department may impound any vehicle, with or without citation and without giving prior notice to the owner as required in AMC 10.12.620 when:
  - 1. the vehicle is unattended and is impeding or is likely to impede the normal flow of vehicular, pedestrian, or bicycle traffic; or
  - 2. the vehicle is illegally occupying a truck, commercial load zone, construction zone, street closed by order of the City Council, restricted parking zone, bus, loading, hooded-meter, taxi, or other similar zone where parking is limited to designated classes of vehicles or is prohibited during certain hours, on designated days, or at all times, and where such vehicle is interfering with the proper and intended use of such zones and where such zone is clearly and conspicuously marked; or

 [RCW 46.61.570](#), cited below, covers a wide variety of parking areas, including street excavation, railroad tracks, within 15 ft of a fire hydrant, within 20 ft of a crosswalk, etc.

- 3. the vehicle is parked within no parking zones specified in RCW 46.61.570;
- 4. the vehicle is parked in violation of AMC 10.12.310.B-E; or
- 5. the vehicle is parked in violation of AMC 10.12.390.B-F; or
- 6. the vehicle is parked on Fidalgo Bay Rd in violation of AMC 10.12.360; or
- 7. the vehicle without a special license plate, card, or decal indicating that the vehicle is being used to transport a disabled person as defined under Chapter 46.16 RCW, as now or hereafter amended, is parked in a stall or space clearly and conspicuously marked under RCW 46.61.581 when such space is on public property or provided on private property without charge; or
- 8. the vehicle is parked in such a manner as to constitute a traffic hazard; or
- 9. the vehicle poses an immediate danger to the public safety; or

10. a police officer has probable cause to believe that the vehicle is stolen; or
11. a police officer has probable cause to believe that the vehicle constitutes evidence of a crime or contains evidence of a crime, if impoundment is reasonably necessary in such instance to obtain or preserve such evidence; or
12. the vehicle is parked in a publicly owned or controlled parking facility, properly posted under RCW 46.55.070; or
13. the vehicle is parked on private, nonresidential property, properly posted under RCW 46.55.070; or
14. the vehicle is left unattended on residential property without consent of the property owner or agent;

**i** “Junk vehicle” is defined in the definitions section.

15. the vehicle is a junk vehicle and is parked on a street, alley, or way open to the public, or on municipal or other public property;
16. the vehicle is parked in a public right-of-way or on other publicly owned or controlled property in violation of any law, ordinance, or regulation and there are four or more parking infractions issued against the vehicle for each of which a person has failed to respond, failed to appear at a requested hearing, or failed to pay an adjudicated parking infraction for at least 45 days from the date of the filing of the notice of infraction;

**i** The next paragraph has been added to manage vehicles that are causing illicit discharges of pollutants into the stormwater system.

17. any part of the vehicle is leaking material other than stormwater onto the street or any other part of the municipal separate storm sewer system in violation of AMC 18.30.050.
- B. Nothing in this section may be construed to authorize seizure of a vehicle without a warrant where a warrant would otherwise be required.

#### **10.12.650 Impound of Vehicle Used as a Residence**

- A. If a police officer who impounds a vehicle determines that the vehicle is currently being used as a residence:
1. the vehicle may be impounded pursuant to the processes described in this Article;
  2. if the registered owner of the vehicle is not a resident of the vehicle, and the vehicle is not redeemed per AMC 10.12.660, the City may sell or destroy the vehicle;
  3. if the registered owner of the vehicle is a resident of the vehicle, the City may impose fines for the impoundment and associated costs of storage and redemption, limited to the lesser of the actual costs or the amount the vehicle owner has the ability to reasonably pay; and the City may not dispose of the vehicle without an order authorizing such disposal issued by a court of competent jurisdiction.

#### **10.12.660 Redemption of Impounded Vehicle—Sale at Auction**

RCW 46.55.120, governing redemption of impounded vehicles, is incorporated by reference.

ORDINANCE 4054

# Parking Code Update

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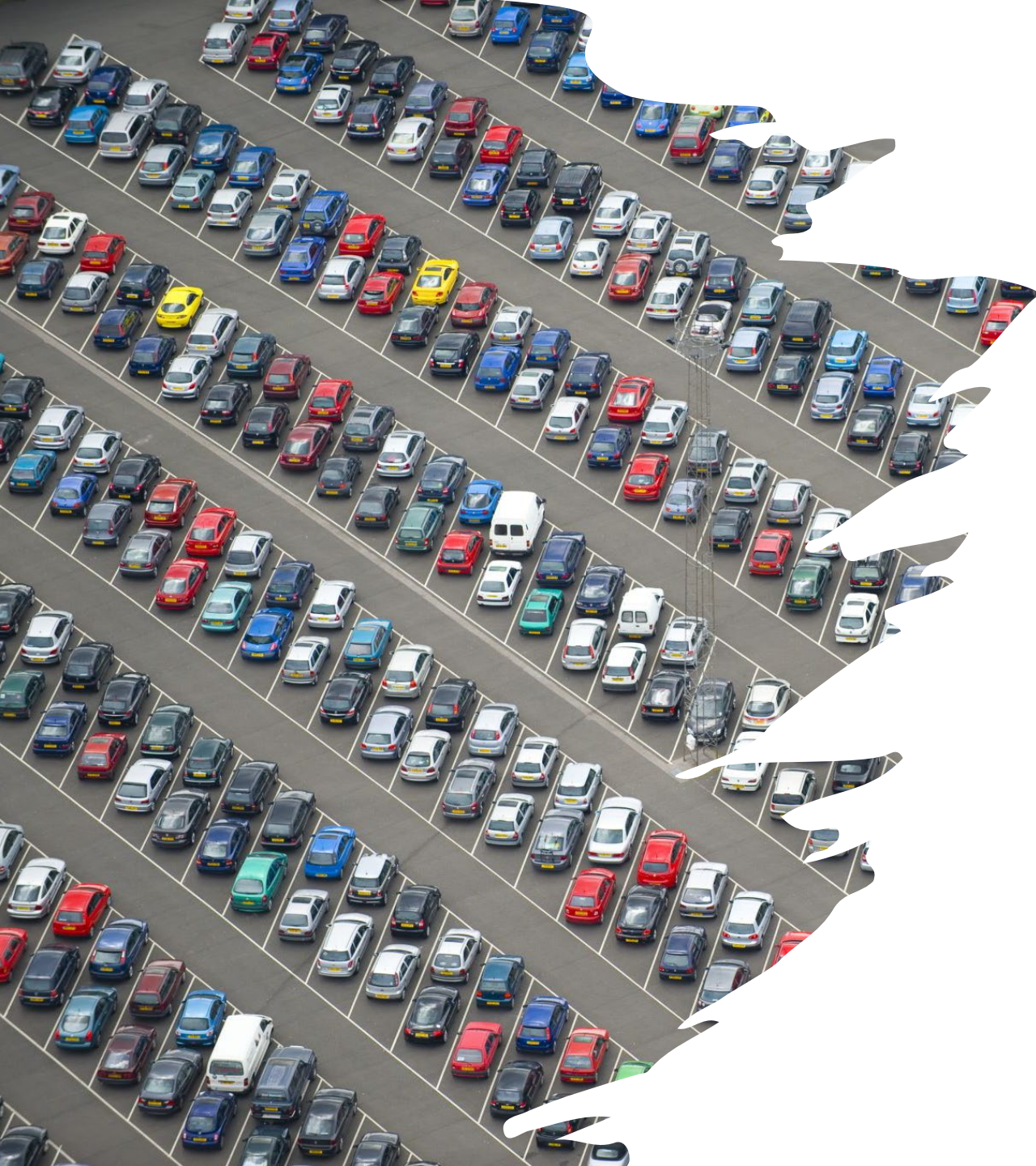
Ryan Walters  
June 26, 2023



# Problems

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- The City's parking code (AMC Chapter 10.12) has become disorganized over time
- The chapter lacked:
  - structure providing for insertion of new provisions (e.g., street sweeping)
  - state statutory definitions
  - prohibitions on parking in bike lanes, construction areas, in front of mailboxes, etc.
  - specific no-parking areas that had been signed or striped but not listed in code (shown in track changes)
  - regulation of city park parking lots
  - provisions regarding towing, including impounds without notice and towing vehicles used as a residence



# Process

- HACS/Planning committee discussed parking revisions
- Proposed oversize parking revision in 2022; suspended work
- Council revised parking code to remove misdemeanor penalty in January 2023
- Completely rewrote chapter
- Sent out for staff review
- Worked with City Attorney on refinements

# Approach

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1

Completely  
reorganize  
chapter

2

Harmonize  
with statutory  
definitions

3

Convert lists to  
tables

4

Standardize  
and update  
language

# Revised TOC

- Article I. In General
- Article II. Parking Regulations
- Article III. Traffic Regulation Near Ferry Dock

Article IV. Parking Along Parade Routes or Street Fair Areas

- Article V. Residential Parking Zones
- Article VI. Marine Waterways

- Article I. General Provisions
- Article II. General Parking Regs
- Article III. Parking Limitations
- Article IV. Residential Parking Areas
- Article V. Parking During Construction and Special Events
- Article VI. Towing and Impoundment NEW

# Definitions

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**Vehicle** is defined by RCW 46.04.670 to include “every device capable of being moved upon a public highway and in, upon, or by which any persons or property is or may be transported or drawn upon a public highway, including bicycles.”



**Street block** means the section of a street that lies between two other streets that cross the street roughly perpendicularly



**Street segment** means a portion of a street bounded by two points.



# Highlights

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- 72-hour parking rule: now limited by street block
- City Parks/ACFL parking lots; Washington Park trailer parking, campground, and Loop Road; etc. (proposed AMC 10.12.390)
  - Class 1 infraction to drive vehicle over 20 ft on Loop Road
- Residential parking permits limited to 4 per household + 5 guests
- Allow immediate towing of some violations

# Oversize Vehicles

- Proposed AMC 10.12.340
- Applies to vehicles over
  - 8 ft in width;
  - 7.5 ft in height; or
  - 20 ft in length
- Limits to 8 hours of parking in residential areas and CM zone (around Port RV park)
- Exemptions (from the 8-hr rule but not the general 72-hr rule or other rules):
  - vehicle parked with permission of adjacent property owner;
  - vehicle associated with delivery or machinery/equipment for adjacent construction.

# Towing

Generally, 24-hour notice is required before towing  
Proposed AMC 10.12.640 allows immediate impoundment (towing) of specified vehicles in violation of the parking code:

- vehicle impeding traffic
- vehicle in alley, fire lane, bike lane, construction zone, parade zone, etc.
- vehicle in city park/ACFL parking lots after hours
- junk vehicle
- vehicle creating an illicit discharge



# Towing of Vehicle Used as Residence

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- This section is limited by *City of Seattle v. Long* and the homestead provisions of state law and the state Constitution.
- Officer must make determination as to whether a vehicle is used as a residence before towing any vehicle.
- A vehicle used as a residence may be towed like any other vehicle.
- When the vehicle IS NOT being used by the registered owner:
  - All ordinary provisions related to impound, redemption, and disposal apply.
- When the vehicle IS used by the registered owner:
  - City must adjust impound fees based on ability to pay.
  - City may not dispose of vehicle without a court order.



# Penalties

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- Existing penalties:
  - generally class 2 civil infraction with exceptions
  - Council removed misdemeanor penalty earlier this year
  - penalties not listed are regulated by IRLJ 6.2 (\$20 for any other parking infraction)
- New penalties listed in each section.
- New penalties are all civil infractions. Statute sets:
  - Class 1 at \$250
  - Class 2 at \$125
  - Class 3 at \$50
  - Class 4 at \$25
- Each includes additional substantial fees.

**From:** [Matt Miller](#)  
**To:** [CityClerk](#)  
**Subject:** FW: June 26 agenda items  
**Date:** Monday, June 26, 2023 5:37:26 PM

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**From:** Cynthia Richardson <richrson@cnw.com>  
**Sent:** Monday, June 26, 2023 5:32 PM  
**To:** City Council <citycouncil@cityofanacortes.org>  
**Subject:** June 26 agenda items

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

Please accept the following comments regarding items on tonight's agenda:

## Parking Regulations

### 10.12.320 Parking—General Time Limit

5. has a registered owner corresponding to an abutting property owner or resident.

Is "abutting property owner or resident" defined anywhere in the code? If not a definition must be added.

Many residents live where there is no legal on-street parking directly "abutting" their residence.

Examples would be on a street where there is no parking lane or parking is prohibited on that side of the street.

Furthermore, even if there are a couple of possible parking spots, The residents may own more cars than the parking frontage has space for.

Other folks not living in that location may already have parked in those spaces.

Please modify the wording so that a resident can park reasonably close to their home without being in violation, such as across the street or down the block or around the corner.

One option would be to consider parking within 300 feet (or some reasonable distance) to be considered abutting. Another option would be to include wording that allows parking within the same block - or within two blocks, which could include "around the corner" - or some other reasonable area that could easily be understood by residents and officers.

It is not fair to say that only folks who are lucky enough to have an unoccupied on-street parking space are exempt from the 72 hour limit.

Cynthia Richardson  
315 V Ave  
Anacortes, WA 98221



## City Council Agenda Bill

**Meeting Date:** June 26, 2023      **Agenda Item:** 6.b.

**Agenda Item Title:** Resolution 3122: Recognizing the Month of July as America Proud Month in the City of Anacortes

**Staff Contact(s):** MATT MILLER

| <b><u>Approved for Submittal to Council by</u></b> | <b><u>Action Type</u></b> |
|----------------------------------------------------|---------------------------|
| STEVE HOGLUND                                      | Resolution                |
| STEVE HOGLUND                                      |                           |
| DARCY SWETNAM                                      |                           |

**Item Summary:** The City has received requests from the Anacortes community for a proclamation recognizing July as America Proud Month in the City of Anacortes. The month of July is celebrated throughout the nation in commemoration of Independence Day July 4, 1776. Many other cities have passed similar resolutions. While community members have asked for a proclamation, the proposed is adoption of a City Council Resolution.

**Budget Impact:**

NA

**Previous Action:** NA

**Recommended Motion:** I move to approve Resolution 3122 declaring the month of July America Proud month.

**Alternative Actions:** Do not adopt resolution, direct staff as to next steps.

**Attachments (listed in order presented):**

1. Res 3122 America Proud Month July 2023
2. Written Public Comment - Jacqueline Necco
3. Written Public Comment - Zeph Arvanitis
4. Written Public Comment - Claudia Cole
5. Written Public Comment - Cindy Marvin
6. Written Public Comment - Julie Necco
7. Written Public Comment - Suzanne Rohner

8. Written Public Comment - Catherine Carr (1)
9. Written Public Comment - Catherine Carr
10. Written Public Comment - Maggie Collinge
11. Written Public Comment - Kenna Wright
12. Written Public Comment - Phyllis Hanen
13. Written Public Comment - Rachel Abercrombie



## RESOLUTION 3122

### **A RESOLUTION OF THE CITY OF ANACORTES, WASHINGTON, RECOGNIZING THE MONTH OF JULY AS AMERICA PROUD MONTH IN THE CITY OF ANACORTES.**

**Whereas**, the City of Anacortes recognizes our great American history built on Liberty and Freedom for all; and

**Whereas**, the City desires to proclaim and honor groups and civic organizations for their support and dedication of what **AMERICA PROUD MONTH** represents; and

**Whereas**, our thanks and support go out to our local police department, fire department, active-duty military and veterans, VFW Young-McCool Post #12220, the Anacortes Elks Club, Anacortes American Legion Post #13, the Anacortes Eagles Club and the many volunteer groups who continue to support efforts that recognize **AMERICA PROUD MONTH**; and

**Whereas**, we hereby proclaim and support the events that recognize and demonstrate our support for celebrating **AMERICA PROUD MONTH**, such as the Annual Fourth of July Parade, the Annual Fourth of July Citizens Group Photograph, the Annual Fourth of July Fireworks Display, and the ceremony at Causland Memorial Park to honor veterans and active duty military and their families who have protected our freedom; and

**Whereas**, the United States of America is the longest running constitutional republic in modern world history; and

**Whereas**, the United States of America is still operating under the U.S. Constitution adopted in 1787 with the Bill of Rights adopted in 1791 and subsequent Amendments. This created our unique brand of American Freedom that does not exist anywhere else in the world and must be celebrated and remembered.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Anacortes that:

The month of July is hereby recognized annually as **AMERICA PROUD MONTH** in the City of Anacortes.

INTRODUCED, PASSED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 26<sup>TH</sup> day of June 2023.

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Matt Miller, Mayor

APPROVED AS TO FORM:

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Darcy Swetnam, WSBA #40530  
City Attorney

ATTEST

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Steven D. Hogle  
City Clerk / Treasurer

**From:** [Jacqueline Necco](#)  
**To:** [CityClerk](#)  
**Subject:** public comment for the City Council meeting on june 26th 2023  
**Date:** Monday, June 26, 2023 7:32:12 AM

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

To all council members I urge you to approve July 2023 as America Proud month.  
It's a chance to show our appreciation for our freedom that so many sacrificed for, it would be especially beneficial for our children and young adults to be reminded of this.

Sincerely, Jacqueline Necco

**From:** [No Reply](#)  
**To:** [CityClerk](#)  
**Subject:** Public Comment Submission  
**Date:** Monday, June 26, 2023 12:33:19 PM

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

Submitted by: zeph arvanitis  
Email Address: [zeph.arvanitis@gmail.com](mailto:zeph.arvanitis@gmail.com)

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/975/overview>  
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Hello Anacortes City Council, First of all, thanks for all your hard work keeping the City running smoothly. I appreciate the time and energy you put into making Anacortes a great place to live and work. I saw with some alarm that you were considering declaring July "America Proud" month this year. It's hard to find information on the topic online, but it seems like either 1) not very many places celebrate July in this way, or 2) it's affiliated with some extreme political views I'd rather not see honored by my town. In the case of (1), I'd ask that Anacortes consider avoiding such celebration unless we're also celebrating more widely celebrated months like National Cancer Prevention Month (February), Pride (June), Black History Month (February), and the like. In the case of (2), the only information I've been able to find is a disbanded super-PAC with the name (sorry, but I'm not enough a fan of large lobbying efforts to want to celebrate a whole month for them!) or a facebook group called "American Proud" that propagates a number of untruths about election security and school shootings. I would very much prefer to live in a town that does not celebrate such things! So my opinion is we should celebrate July 4th like always, but leave July as just July, rather than America Proud Month. Regards, Zeph

**From:** [Claudia Cole](#)  
**To:** [CityClerk](#)  
**Subject:** Public Comment for the City Council Meeting on June 26th 2023  
**Date:** Monday, June 26, 2023 1:00:27 PM

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

To the Anacortes City Council:

Evidently being proud of our country is confusing some folks around here.

I am proud to be an American.

There should be no other agenda attached to propositions about having a united country.

Please use common sense and keep our town comfortable to live in as you consider other voices appealing to you with requirements that do not reflect the general population.

Thank you,

Claudia Cole

**From:** Matt Miller  
**To:** City Clerk  
**Subject:** FW: Please don't be fooled. Draft Resolution 3122 to recognize America Proud Month = Proud Boys Movement, not Patriotism  
**Date:** Monday, June 26, 2023 1:48:14 PM  
**Attachments:** 646524c7b9a5d0018d8f970.png

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**From:** Go Ocean <gooclean@att.net>  
**Sent:** Friday, June 23, 2023 5:23 PM  
**To:** City Council <citycouncil@cityofanacortes.org>; Matt Miller <mattm@cityofanacortes.org>  
**Cc:** Darcy Swetnam <darcys@cityofanacortes.org>  
**Subject:** Please don't be fooled. Draft Resolution 3122 to recognize America Proud Month = Proud Boys Movement, not Patriotism

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

Mayor Miller and Members of the City Council:  
Please oppose Resolution 3122 that is scheduled for a vote on Monday, June 26.

I think many of us would support recognition for our military, first responders, and some of the local Anacortes civic groups named in the draft Resolution. But surely the City could find a better way to do so without also adopting the "America Proud Month" label and the (seemingly innocuous) text of the draft Resolution that comes from white pride groups. See article and excerpt attached below.

I do not believe that their agenda of hate belongs in Anacortes and certainly hope my local elected officials feel the same.

Please do not support this Resolution on Monday night. Thank you,  
Cindy Marvin, Anacortes

cc: Darcy Swetnam, City Attorney



Unbowed, Proud Boys are planning now for their  
biggest Pride Month disruptions ever, extremism  
watchdogs warn  
<https://www.washingtonpost.com/news/immigration/wp/2023/06/23/unbowed-pride-month-disruptions-boys-extremism-watchdogs-warn/>

Excerpt from the above link:



Unbowed by the recent January 6 sedition convictions of four former group leaders, the Proud Boys are now more active than ever, and are busy planning disruptive protests at Pride month celebrations across the country in June, according to extremism watchdogs and their own social media.

The group is calling their counter-offensive "Proud" month, a celebration of "straight pride" and "Western values" designed to provoke violence, grow their membership, and — as one member posted recently on an internal planning channel on Telegram — "challenge this perversion of the Nuclear Family and Gender."

"We are seeing just a singular focus on LGBTQ people," among the Proud Boys and far-right hate groups in general, said Heidi Bierich, co-founder of the Global Project Against Hate and Extremism.

"And I don't see how we don't end up having more violence next month," she warned. "It's frankly getting a little out of control."

**From:** [Matt Miller](#)  
**To:** [CityClerk](#)  
**Subject:** FW: Resolution 3122  
**Date:** Monday, June 26, 2023 1:46:37 PM

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**From:** Julie Necco <italiana.necco@gmail.com>  
**Sent:** Sunday, June 25, 2023 9:38 PM  
**To:** Matt Miller <mattm@cityofanacortes.org>  
**Cc:** Ryan Walters <ryanw@cityofanacortes.org>; christinem@cityofanacortes.org; Jeremy Carter <jeremyc@cityofanacortes.org>; Amanda Hubik <amandah@cityofanacortes.org>; Bruce McDougall <Brucem@cityofanacortes.org>; Carolyn Moulton <carolynm@cityofanacortes.org>; anthonyy@cityofanacortes.org  
**Subject:** Resolution 3122

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

Mr. Mayor and City of Anacortes Council,

Thank you for bringing forward Resolution 3122 – America Proud Month. This resolution highlights what is great about America and includes all Americans. It excludes no one. How refreshing to designate one month that does not cherry pick this group of Americans or that group of Americans, but is open for all Americans to celebrate. We are very fortunate to live here in Anacortes, WA – USA so let's come together as a community and celebrate America!

I strongly recommend you pass Resolution 3122.

Respectfully,  
Julie Necco  
Anacortes, WA

Sent from [Mail](#) for Windows

**From:** [Matt Miller](#)  
**To:** [CityClerk](#)  
**Subject:** FW: American Proud  
**Date:** Monday, June 26, 2023 1:45:54 PM

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**From:** Suzanne Rohner <suzannerohner@hotmail.com>  
**Sent:** Monday, June 26, 2023 11:39 AM  
**To:** Matt Miller <mattm@cityofanacortes.org>; Ryan Walters <ryanw@cityofanacortes.org>; christinem@cityofanacortes.org <christinem@cityofanacortes.org>; jeremyc@cityofanacortes.org; Amanda Hubik <amandah@cityofanacortes.org>; Bruce McDougall <Brucem@cityofanacortes.org>; Carolyn Moulton <carolynm@cityofanacortes.org>; anthonyy@cityofanacortes.org <anthonyy@cityofanacortes.org>  
**Subject:** American Proud

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

I am writing to all of you to ask you to support the American Proud Resolution that will be presented at today's city council meeting. This resolution is a way to celebrate America by ALL AMERICANS who love and support their country.

Please to not cave to those equate the word "patriotism" to white supremacy. The citizens of America are the most diverse group of people in the world. This resolution includes them all.

Thank  
You

Suzanne Rohner

Sent from [Mail](#) for Windows

**From:** [Catherine Carr](#)  
**To:** [City Clerk](#)  
**Cc:** [sally.polk@Blase.Cid](#)  
**Subject:** "American Pride"  
**Date:** Monday, June 26, 2023 1:58:18 PM

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

Hello,

I admit that I am rather shocked at the proposal to designate and "American Pride" month. Anacortes is bigger and better than this. It was rather offensive that the mayor did not appear at the Pride Parade and did not say a word about this important event. "American Pride" is too closely associated with the Proud Boys and other right wing groups. This would be a huge slap in the face to those who work so hard to bridge divisions in our community; particularly for the GLBT community that has heretofore felt supported in Anacortes.

We moved here from Colorado and can tell you how awful it is when people feel free to act on hatred. Please do NOT designate an American Pride month. That would be injurious to the community and is giving a free rein to divisiveness. I have looked at the organizing website of [https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fAmericanpridemonth.org&c=E.LRMwx7AP6HL3\\_tyudotlpCm8EDYPqkiwAOhasZ47G3oruuHK46WrZG131Q4J9JCHREdt11txDIT88EjKJ0yIsTY5JVr2L1On4lPwoGhxIyic2H7MYbg.&type=1](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fAmericanpridemonth.org&c=E.LRMwx7AP6HL3_tyudotlpCm8EDYPqkiwAOhasZ47G3oruuHK46WrZG131Q4J9JCHREdt11txDIT88EjKJ0yIsTY5JVr2L1On4lPwoGhxIyic2H7MYbg.&type=1) and it is ugly. Do play into these hands; it will make Anacortes an unsafe place to live.

Respectfully,  
Catherine Carr

Sent from my iPad

**From:** [Catherine Carr](#)  
**To:** [CityClerk](#)  
**Cc:** [Blase Cid](#)  
**Subject:** American Pride month  
**Date:** Monday, June 26, 2023 1:58:14 PM

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

Hello,

I am extremely concerned that the mayor would propose American Pride month. This is backed by right wing hate groups and sends a terrible message of support for those who want to sow division. It would make Anacortes feel much less supportive and less safe to the LGBT community. Please do NOT vote for this.

It was offensive that the mayor did not attend the Pride parade, did not support a Pride Month, and has been unsupportive. I have lived in states that supported all residents and in states that did not. "American Pride" proposals come from people and groups that do not represent Anacortes. I would be shocked and appalled to see this happen here. Go to the site for Americanpridemonth and look at it. It is not who we are.

Do not go to this level and give in to divisiveness. We are better than that.

Respectfully,  
Catherine Carr

Sent from my iPad

**From:** [Margaret Collinge](#)  
**To:** [CityClerk](#)  
**Subject:** Resolution 3122  
**Date:** Monday, June 26, 2023 1:57:33 PM

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

Members of the Anacortes City Council

It has been brought to my attention that you will be asked to discuss and act on Resolution 3122 to recognize the Month of July as American Proud Month.

This is not an idea that has come out of thin air. Please read the following [linkhttps://americanpridemonth.org/business-petition/](https://americanpridemonth.org/business-petition/)

I have been trying all day to identify Who “Mission DFW” are and what they represent. I have come up with no answer.

I feel that I am a proud American as were the rest of us who marched in the Anacortes Pride Parade this past weekend.

Please don't pass this resolution; without knowing the motives behind those who are behind it; this is much bigger than a resolution of pronouncing July as “American Proud Month” .

The day of the Anacortes Pride Parade was full of such good will and fun; please honor the work and good feelings of all who participated in the Parade and were in attendance to offer their support.

Respectively,

Maggie Collinge  
1914 11 Street  
Anacortes, Wa 98221

360 202-5588

**From:** [Matt Miller](#)  
**To:** [CityClerk](#)  
**Subject:** FW: American Proud Month  
**Date:** Monday, June 26, 2023 2:27:22 PM

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**From:** Kenna Wright <[wrightfamily\\_6@yahoo.com](mailto:wrightfamily_6@yahoo.com)>  
**Sent:** Friday, June 23, 2023 6:49 PM  
**To:** Matt Miller <[mattm@cityofanacortes.org](mailto:mattm@cityofanacortes.org)>  
**Subject:** American Proud Month

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

Hello Mr Miller,

My name is Kenna Wright, owner/operator of Nails By Kenna here in Anacortes for the last 16 years. I would like to lend my support for the American Pride Month in July. I think this is a wonderful idea to help remind everyone that we are all Americans and what an amazing country and spirit we have! ALL of my 65 clients LOVE the idea and wish that this spirit was extended through the country. I was appalled to read the letter sent in opposition to this idea. To be grouped into hate groups and called a white supremacist or a bigot because you want to celebrate our country is absurd and offensive. How dare she insult Americans that way. She should be ashamed. We are teaching our children to be proud of living here and we cannot let this pride slip away under the guise of fear! Let's celebrate our service members, police, fire and our melting pot of wonderful immigrants who built this nation under the guidance of our Genius Founding Fathers!!

Thank you so much for passing this!

Sincerely,  
Kenna Wright

**From:** [Phyllis Hanen](#)  
**To:** [CityClerk](#)  
**Subject:** Public Comment for the City Council Meeting on June 26th 2023  
**Date:** Monday, June 26, 2023 2:55:10 PM

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

Good Afternoon Mr. Mayor and City Council Members,

I will be attending this evenings meeting tonight in support of your passing Resolution 3122.

We are overdue in paying our respect to all of the people involved in public service and in showing our support and gratitude to all of the men and women who do so on a daily basis and for them to be formally recognized.

I have seen the letter from an Anacortes resident "appalled" that the resolution has been brought forward. This is a misinformed citizen. She is demonstrating her lack of knowledge about the MDFW and it is clearly this kind of thinking which is currently troubling our nation. If we can recognize Pride for an entire month, I believe we can recognize an entire month to America Proud!

Thank you!

***Phyllis Hanen***  
***Windermere Real Estate***  
***206-940-2512***

**From:** [No Reply](#)  
**To:** [CityClerk](#)  
**Subject:** Public Comment Submission  
**Date:** Monday, June 26, 2023 7:22:32 PM

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

Submitted by: Rachel Abercrombie  
Email Address: [2rachelabercrombie@gmail.com](mailto:2rachelabercrombie@gmail.com)

Commented on event: <https://anacorteswa.portal.civicclerk.com/event/975/overview>  
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: This is the 1st time I've attended a City Council meeting (I was there in person, but had to go home before speaking because the kids were too rambunctious), and I'm writing to urge City Council NOT to declare July american pride month in Anacortes. My family and I love attending all the July events in town, including the 4th of July parade. If all those fun events become tangled up with the anti-woke politics that american pride month apparently stands for, those events become uncomfortable to attend since those politics are extremely distasteful to us. We would just choose to avoid all the usually fun events in Anacortes in July, simply to avoid be associated with the kind of politics that exclude other people. Thanks for reading :)



## City Council Agenda Bill

**Meeting Date:** June 26, 2023      **Agenda Item:** 6.c.

**Agenda Item Title:** Interlocal Agreement #23-189-DEF-001 with Skagit County for Public Defender Rightings Rotation

**Staff Contact(s):** Emily Schuh, Crystal Chappell

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

**Item Summary:** City staff seeks approval to execute Interlocal Cooperative Agreement 23-189-DEF-001 with Skagit County, under which the Public Defender Rightings Rotation will be performed.

**Background:** This contract allows the Public Defender for the City of Anacortes to be part of a rotation of attorneys throughout the County who handle speaking with all misdemeanor clients who were arrested the previous day/night, and represent those clients at a hearing the next morning regarding why they were arrested and addressing bail. Currently the Public Defender for the City of Anacortes goes to the jail every weekday that someone is arrested from Anacortes and only handles Anacortes matters. This not only disrupts the flow of the calendar but is extremely time consuming. This contract would allow the Anacortes Public Defender to go to the jail only on specific pre-arranged days each month and handle the entire calendar including those arrested from all jurisdictions in the County. It also gives the other attorneys on the rotation the ability to represent Anacortes clients on the days in which they are scheduled to handle the hearings. All of the other misdemeanor jurisdictions in Skagit County are already a part of this type of an agreement. This contract would also alleviate liability when the Anacortes Public Defender is not able to make it to the calendar to handle an Anacortes client due to scheduling conflicts such as Anacortes Municipal Court days. Currently, when this situation happens and the Anacortes Public Defender cannot be present at the jail, there is no technical representation for Anacortes clients who have a Constitutional right to an attorney in that setting.

**Key Terms:**

- This agreement does not have any compensation requirements associated with it.
- The term of this Agreement shall be from execution through December 31,

2024.

**Budget Impact:**

None.

**Previous Action:** N/A

**Recommended Motion:** I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement 23-189-DEF-001 between the City of Anacortes and Skagit County.

**Alternative Actions:** Not approve the interlocal.

**Attachments (listed in order presented):**

1. 23-189-DEF-001

INTERLOCAL COOPERATIVE AGREEMENT  
 BETWEEN  
 Skagit County  
 AND  
 The City of Anacortes  
 AND  
 Mountain Law

THIS AGREEMENT is made and entered into by and between the City of Anacortes ("City"), Mountain Law, and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** To provide legal representation to arrestees at the 8:30 a.m. preliminary appearance calendar in Skagit County District Court while conserving resources of the parties.

2. **RESPONSIBILITIES:** To provide rotating legal representation to arrestees at the 8:30 a.m. preliminary appearance calendar in Skagit County District Court. Within 24 hours of each hearing, the City, Mountain Law (representing clients in Mount Vernon Municipal Court, Burlington Municipal Court, and Sedro-Woolley Municipal Court), and the County shall transmit to each other all paperwork associated with the respective party's cases. Neither the City, Mountain Law, nor the County shall have any obligation beyond provision of representation at the preliminary hearing calendar as agreed to herein. The parties shall jointly compile a schedule of hearing coverage pursuant to this agreement, which includes coverage by public defenders from the Skagit County Public Defender, Mountain Law, and the City of Anacortes.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from execution through December 31, 2024.

4. **MANNER OF FINANCING:** No compensation will be given to any party in connection with this agreement.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other parties.

5.1 The County's representative shall be C. Wesley Richards, director of the Skagit County Public Defender.

5.2 City's representative shall be Crystal Chappell.

5.3 Mountain Law's representative shall be Michael Laws.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other parties harmless from any such liability. It is further provided that no liability shall attach to the County, the City, or Mountain Law by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

GOVERNMENT AGENCY:

City of Anacortes

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Matt Miller, Mayor

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Date

Mailing Address:  
PO Box 547  
Anacortes, WA 98221

Attest:

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Steven D. Hoglund, Finance Director

Approved as to Form:

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Darcy Swetnam, City Attorney

Mountain Law  
(Company Name)

\_\_\_\_\_  
Signature & Title of Signatory  
(Date \_\_\_\_\_)

\_\_\_\_\_  
Print Name of Signatory

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone number \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

\_\_\_\_\_  
Ron Wesen, Chair

\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Peter Browning, Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Department Head

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director