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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@anacorteswa.gov 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

December 1, 2025
6:00 PM

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
 - a. Public Works Committee (Report)
4. **Public Comment**
5. **Consent Agenda**
 - a. Minutes of November 24, 2025 (Action)
 - b. Approval of claims in the amount of \$164,447.58 (Action)
 - c. Special Event Application: Anacortes Santa Run (Action)
6. **Other Business**
 - a. Resolution 3188: City Council Procedures (Discussion/Possible Action)
 - b. Contract Award: HVAC Maintenance and On-Call Repair Services 2026-2028 #26-013-FAC-001 (Discussion/Action)
 - c. Contract Award: Unit-Priced Electrical Services 2026-2028 #26-014-FAC-001 (Discussion/Action)
 - d. * Resolution 3192: 2026 North Star Funding Allocation (Discussion/Action)
 - e. Interlocal Agreement #25-287-LEG-001 for the Formalization of the North Star Collaborative (Discussion/Action)
7. **Adjournment**

Per the council rules of procedure, a person who wishes to provide public comment at this meeting may do so:

- *On matters pertaining to a particular agenda item at the invitation of the chair at the time the City Council takes up discussion of that agenda item. Items open for public comment are indicated with an asterisk (*)*
- *On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.*

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

Anacortes City Council Minutes - November 24, 2025

Call to Order

Mayor Matt Miller called to order the November 24, 2025, Anacortes City Council meeting at 6:00 p.m. Councilmembers TJ Fantini, Ryan Walters, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Amanda Hubik were present.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller reminded the public that city offices would be closed for the Thanksgiving holidays, November 27–28, and that the library would close at 4:00 pm on November 26th, and detailed the holiday solid waste pickup schedule. He and City Attorney Darcy Swetnam then summarized an email that was sent to the council regarding procedures for selecting a qualified member for the vacant council seat in the new year. Ms. Swetnam answered questions from the council regarding the process.

Planning Committee

Ms. Moulton reported from the Planning Committee meeting held earlier in the evening. The topics discussed included questions that were brought up regarding development regulation amendments at the previous regular meeting, which would be discussed by the full council later in the meeting.

Parks and Recreation Committee

Ms. Hubik reported from the Parks and Recreation Committee meeting held November 20th. The topics discussed included the Forest Plan that was approved by the Forest Board, which will come before the council in January, incrementally increasing costs for cemetery services, the School Resource Officer serving in the Anacortes Community Forest Lands during the summer, and an update on the county Meals on Wheels program.

Lodging Tax Advisory Committee

Mr. Walters reported from the Lodging Tax Advisory Committee meeting held November 19th. The topics discussed included a review of the applications submitted for 2026 funding. The committee recommended a similar amount to the total allocation from 2025, which included the recommended funding from the fund balance for the design of the Port / City event center.

Mr. Fantini thanked Planning, Community, and Economic Development Director John Coleman for attending an informational meeting with the Skyline Homeowners Association regarding the Comprehensive Plan.

Public Comment

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

Consent Agenda

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

a. Minutes of November 17, 2025

b. Approval of claims in the amount of \$389,312.84

The following vouchers/checks were approved for payment:

EFT numbers: 114119 through 114159, total \$177,473.01

Check numbers: 114160 through 114184 total \$188,194.37

Wire transfer numbers: 379891 through 380095, total \$23,645.46

c. Contract Award: 2026 Fourth of July Fireworks Display #26-021-PRK-001

Other Business

Contract Modification: City Facilities Janitorial Services #25-013-FAC-001

Interim Public Works Director Logan Lee introduced the modification to contract #25-013-FAC-001 for janitorial services for six city facilities that would extend the contract with BE Enterprises LLC for one year through December 31, 2026, in the amount of \$140,252.60, increasing the total contract price to \$280,505.20.

Ryan Walters moved, seconded by TJ Fantini, to authorize the mayor to execute the modification to contract #25-013-FAC-001 with BE Enterprises LLC.

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

Contract Award: Combined Sewer Overflow Pump Station Project #21-025-SEW-003

Mr. Lee introduced the proposed contract #21-025-SEW-003 for the combined sewer overflow pump station project at the Wastewater Treatment Plant with Strider Construction Co., Inc. He explained that this project is vital to compliance with the National Pollutant Discharge Elimination System (NPDES) permit during storm overflow events and would be funded through an interfund loan that the council previously approved via [Ordinance 5006](#) at the [October 13, 2025, regular meeting](#).

Ryan Walters moved, seconded by Anthony Young, to authorize the mayor to execute contract #21-025-SEW-003 for the combined sewer overflow pump station project at the Wastewater Treatment Plant with Strider Construction Co., Inc.

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

Resolution 3190: Rejecting All Bids for the Unit-Priced Fiber General Contractor Services 2025-2028 #25-216-FBR-001

Administrative Services Director Emily Schuh introduced Resolution 3190 that would reject all bids for the unit-priced fiber general contractor services 2025-2028 contract #25-216-FBR-001 to allow for an accurate reflection of an actual emergency callout.

Anthony Young moved, seconded by TJ Fantini, to adopt Resolution 3190 to reject all bids received on November 13, 2025, for the unit-priced fiber general contractor services 2025-2028 #25-216-FBR-001.

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

Ordinance 5013: 2025 Comprehensive Plan Update

Planning, Community, and Economic Development Director John Coleman re-introduced Ordinance 5013: 2025 Comprehensive Plan Update, referring to a slide presentation that was added to the packet materials for the meeting. He explained that the public comment period on recommended changes by the council would open on November 25th and close on December 11th with the final consideration at the December 15th regular meeting. Consultants Chris Comeau of Transco (Transportation Element), John Phillips of Parametrix (Science and Climate Element), and Katy Saunders (Climate Element), Markus Johnson, and Bob Bengford of Makers participated in the discussion.

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

Discussion topics included:

- Strike Policy T-1.9.D - West 2nd Street as an alternate arterial route (pp. I-83).
- Land Use Policy LU-- 4.6 — Reducing wildfire risk everywhere. (pp. I-34)

- Transportation Policy T-4.11- decline the edit to the policy. (pp. I-95)
- Level of Service Table in the Capital Facilities Plan element pp. I-99
 - Level of service C — harmonize with the verbiage in the Transportation Element.
 - Police protection
- Future Facility Needs and Funding (pp. II — 324)
 - The police ratio changed from 1.7 officers to 1.83 per 1,000 residents. Truing it up to the public safety levy lid lift staff levels.
 - Leave as is.
 - 19.22 Police protection is listed as a concurrency service.
- Functional classification of Kansas Avenue
 - Collector arterial.
- T-1.27 — Allow sidewalk fee in lieu of sidewalk construction in areas where sidewalks do not exist for filling in an area where it is needed.

Ordinance 5014: 2025 Development Regulation Amendments

Mr. Coleman re-introduced Ordinance 5014: 2025 Development Regulation Amendments, referring to a slide presentation that was added to the packet materials for the meeting, in which he addressed questions that the council had posed and incorporation of directed changes from the previous discussion at the November 17, 2025, regular meeting.

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

Discussion topics included:

- Encourage revisions of the plan and development regulations throughout the next 10-year period.

Ordinance 5009: 2026 Operating Budget

Finance Director Steve Hoglund re-introduced Ordinance 5009: 2026 Operating Budget, referring to a draft copy of the ordinance that was included in the packet materials for the meeting.

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

Discussion topics included:

- A period of declining revenue
 - Property tax has not increased at the same rate as inflation.
 - Sales tax and utility tax must keep pace with inflation or the city could be in a similar or worse position in the following years.
 - Must conserve expenses, find other sources of revenue, and improve economic activity.

TJ Fantini moved, seconded by Anthony Young, to adopt Ordinance 5009: 2026 Operating Budget.

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

Ordinance 5010: 2026-2031 Capital Facilities Plan

Mr. Hoglund re-introduced Ordinance 5009: 2026 Operating Budget, referring to a draft copy of the ordinance that was included in the packet materials for the meeting.

Mayor Miller invited members of the audience to comment on this agenda item.

Theresa Baker of Anacortes commented on the use of opioid settlement funds in the 2026 operating budget.

Discussion topics included:

- Police training funds.
- Projects receiving general fund monies.
- Restricted revenue sources for capital projects.
- Appreciation for the hard work by the staff and mayor to balance the budget and maximize the use of public funds.
- Sales tax, property tax and utility tax are the only unrestricted revenue sources.
- Capital projects will be pursued that could generate more unrestricted revenues.

Ryan Walters moved, seconded by Amanda Hubik, to adopt Ordinance 5010: 2026-2031 Capital Facilities Plan. Vote: Ayes - Carolyn Moulton, Anthony Young, Ryan Walters, Christine Cleland-McGrath, Bruce McDougall, Amanda Hubik, TJ Fantini. Nays - None. Abstentions - None. Result: Passed

Adjournment

There being no further business, at approximately 7:25 p.m. the Anacortes City Council meeting of November 24, 2025, was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the December 1, 2025 City Council meeting:

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

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
380477	6/24/2025	INV-27555	SKAGIT SIGN CO	SERVICE FOR VEHICLE #2010	\$ 2,508.42	dshop
380373	8/7/2025	1200745774	HDR ENGINEERING, INC	WTP LEAD AND COPPER RULE (LCR) SAMPLING PLAN - 6/29/25 - 7/26/25	\$ 8,023.39	dwtp
380293	10/6/2025	323313	NORTHSTAR CHEMICAL INC.	PLANT CHEMICALS	\$ 3,022.79	dwwtp
380294	10/10/2025	25001 160 RI 05700	VEOLIA ENVIRONMENTAL SERVICES	VARIOUS ACTI-FLO SYSTEM REPLACEMENT PARTS	\$ 36,311.16	dwtp
380162	10/21/2025	B20408490	SHI INTERNATIONAL CORP.	WTP & WWTP CELLULAR MODEM PURCHASE	\$ 11,798.58	infosys
380226	10/26/2025	6127048942	VERIZON WIRELESS	WTP SCADA 9/27-10/26/25	\$ 942.42	dwtp
380163	10/29/2025	62032	SKAGIT PUBLISHING LLC	PUBLISH AA-685412	\$ 44.66	finance
380161	10/29/2025	62033	SKAGIT PUBLISHING LLC	PUBLISH AA-686270	\$ 52.78	fiber
380222	10/30/2025	SO000945	ENVIROCARE INTERNATIONAL, INC,	MAINTENANCE SUPPLIES - INCINERATOR - MERCURY MODULE	\$ 28,325.35	dwwtp
380484	10/31/2025	IN966011	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - OCTOBER 2025	\$ 12,204.79	fiber
380221	11/1/2025	200000667218	PUGET SOUND ENERGY INC	LIBRARY 10TH & M ST 10/2-11/2-2025	\$ 31.99	publib
380232	11/1/2025	6127363961	VERIZON WIRELESS	WTP EQUIPMENT CHARGES 10/2-11/1/25	\$ 619.99	dwtp
380375	11/2/2025	8498 30 017 0319913	COMCAST	LIBRARY INTERNET ACCESS 11/9-11/8/25	\$ 185.11	finance
380220	11/3/2025	200000666863	PUGET SOUND ENERGY INC	LIBRARY 10TH STREET LED 10/2-11/2-2025	\$ 18.60	publib
380233	11/5/2025	62445	SKAGIT PUBLISHING LLC	PUBLISH AA-689038	\$ 235.48	plan
380234	11/5/2025	62446	SKAGIT PUBLISHING LLC	PUBLISH SVH-689407	\$ 69.94	pw1
380235	11/5/2025	62447	SKAGIT PUBLISHING LLC	PUBLISH SVH-689629	\$ 64.56	pw1
380301	11/6/2025	1543	SKAGIT SHOOTING RANGE, LLC	USE OF RANGE; TRAINING 11-6-25 ORT QUAL	\$ 597.85	apd
380298	11/6/2025	828409	BLADE CHEVROLET, INC	PARTS #032	\$ 279.47	dshop
380227	11/10/2025	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 11/19-12/18/25	\$ 144.34	dwtp
380367	11/11/2025	36270	TRANSPO GROUP USA, INC.	PEDESTRIAN ROADWAY CROSSING IMPROVEMENT PROJECT - DESIGN - THROUGH 10/31/25	\$ 9,173.70	pw1

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
380291	11/12/2025	62596	SKAGIT PUBLISHING LLC	PUBLISH AA-687873	\$ 105.56	finance
380292	11/12/2025	62597	SKAGIT PUBLISHING LLC	PUBLISH AA-687874	\$ 138.04	finance
380295	11/13/2025	INV00883716	USA BLUE BOOK	PROCESS ANALYZERS: ORION VERSA METER WITH PH MODULE X3	\$ 6,718.52	dwtpt
380372	11/13/2025	XA116022708:01	RWC INTERNATIONAL	PART FOR VEHICLE #610	\$ 318.75	dshop
380304	11/14/2025	1775	FIDALGO CLEANING	APD CLEANING & SUPPLIES 11/3- 11/16/25	\$ 905.00	apd
380302	11/15/2025	00005W5A83465	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 11- 15-25	\$ 40.83	apd
380303	11/17/2025	INV3097007	COPIERS NORTHWEST, INC	APD CANNON COPIES 10/14- 11/13/25	\$ 55.42	apd
380300	11/18/2025	0040491-IN	STOP STICK, LTD	STOP STICK TRAINING KIT	\$ 1,581.95	apd
380160	11/18/2025	133059	MCCULLOUGH HILL PLLC	CITY OF ANACORTES - AVENUE A LANDFILL	\$ 476.00	legal
380159	11/18/2025	15263001-2025	GOV'T FINANCE OFFICERS ASSN	ANNUAL RENEWAL (GFOA) 12/1/25-11/30/2026	\$ 500.00	finance
380228	11/18/2025	1801802	SKAGIT COUNTY SOLID WASTE FUND	WTP DISPOSAL RUN: 1.06 TN	\$ 150.46	dwtpt
380371	11/18/2025	389070A	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	\$ 317.98	pwfac
380369	11/18/2025	CA18	AIRSTRIKE BIRD CONTROL INC	CITY HALL BIRD ABATEMENT - 11/1/25 - 11/15/25	\$ 325.00	pw1
380231	11/19/2025	1500003237	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - TCR SOUTH 2025-11-03	\$ 154.00	dwtpt
380230	11/19/2025	1500003291	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT FINISHED 2025-11-03	\$ 22.00	dwtpt
380305	11/19/2025	342278	NATIONAL BAND AND TAG CO.	2026 DOG TAGS - TO CITY OF ANACORTES	\$ 281.70	apd
380306	11/19/2025	342279	NATIONAL BAND AND TAG CO.	2026 DOG TAGS - TO PET DATA	\$ 274.01	apd
380485	11/19/2025	90009316991	SAFEGUARD BUSINESS SYSTEMS INC	BANK DEPOSIT SLIPS	\$ 118.58	court
380296	11/19/2025	INV00888843	USA BLUE BOOK	PROCESS ANALYZERS: ORION VERSA METER WITH PH MODULE X1	\$ 2,201.64	dwtpt
380378	11/20/2025	0002545260	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	\$ 153.85	medic
380370	11/20/2025	11/20/2025	ANACORTES FAMILY CENTER	SOCIAL WORKER AGREEMENT - NOVEMBER 2025	\$ 5,000.00	apd
380493	11/20/2025	167873	SUMMIT LAW GROUP, PLLC	FIRE, POLICE AND HR PROFESSIONAL	\$ 7,988.50	hr
380225	11/20/2025	ReimbVega	VEGA, TORRIN	BOOTS ALLOWANCE - TORRIN VEGA	\$ 65.93	dwtpt

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
380406	11/21/2025	1200777108	HDR ENGINEERING, INC	COMBINED SEWER OVERFLOW PUMP STATION DESIGN - 8/24/25 - 11/1/25	\$ 6,312.47	pw1
380474	11/21/2025	1488	OSBORN CONSULTING, INC	PROFESSIONAL PLAN REVIEW CONSULTANT SERVICES - THROUGH 10/31/25	\$ 5,473.25	pw1
380297	11/21/2025	1500003417	EUROFINS ENVIRONMENT TESTING	WATER ANALYSIS - BACT RAW 2025-11-03	\$ 73.00	dwtpt
380307	11/21/2025	300-0470-00	CITY OF ANACORTES	TEMP WATER METER FOR CONSTRUCTION	\$ 127.33	pw1
380496	11/21/2025	E202511210098/99/100	SIMPLIFILE, LC	RECORD EASEMENT - NO REETA	\$ 955.14	finance
380379	11/24/2025	16	ISLAND HEALTH	OCTOBER AMBULANCE SUPPLIES	\$ 2,070.50	medic
380473	11/24/2025	1847244	WALTON BEVERAGE COMPANY, INC	OPS: BREAKROOM SUPPLIES	\$ 214.94	dshop
380308	11/24/2025	2019523	LIFE ASSIST, INC	EXAM GLOVES, MEGAMOVERS	\$ 606.45	medic
380380	11/24/2025	2021605	LIFE ASSIST, INC	SPONGES, ELECTRODES, SYRINGES,	\$ 1,090.16	medic
380381	11/24/2025	2021670	LIFE ASSIST, INC	NEBULIZERS, BVMS	\$ 217.87	medic
380368	11/24/2025	360-299-2484-0726025	ZIPLY FIBER	LIBRARY PHONE 10/28-11/27/25	\$ 75.39	finance
380487	11/25/2025	25-034-WTR-0011	CRANETECH INC	RETAINAGE RELEASE	\$ 165.68	pw1
380489	11/25/2025	25-156-WTR-0031	VECA ELECTRIC & TECHNOLOGIES	RETAINAGE RELEASE	\$ 896.00	pw1
380492	11/25/2025	25-220-TRN-0011	ASPHALT QUALITY SEALERS	RETAINAGE RELEASE	\$ 3,276.07	pw1
380495	11/25/2025	389889	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 344.24	finance
	Total				\$ 164,447.58	



City Council Agenda Bill

Meeting Date: December 1, 2025 **Agenda Item:** 5.c.

Agenda Item Title: Special Event Application: Anacortes Santa Run

Staff Contact(s): Stephanie Snyder

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

Stephanie Snyder

Motion

John Coleman

Item Summary: The 5th annual Santa Run begins at Seafarers Park Building, hosting up to 400 runners with holiday music, coffee and hot cocoa. Christmas trees are adorned with finish medals as ornaments. The route travels Tommy Thompson Trail and Cap Sante Marina. The race begins at 9am and finishes at 10:30am on Saturday Dec. 6th, 2025.

Budget Impact:

0

Previous Action: approved in 2024

Recommended Motion: Approve

Alternative Actions: Disapprove or modify

Attachments (listed in order presented):

1. City Council Packet Santa Run 2025
2. Volunteer Map 2025 Santa Run
3. indemnification form.Santa Run 2025



Special Event Application Processing

Administrator adds this event to the City Council agenda, creates the agenda bill, downloads the reviewed application and any attachments using the link in the email, and uploads those attachments in CivicClerk to go into the City Council packet.

View Anacortes Municipal Code Chapter 7.04, Special Events

Application

Application Date *

11/21/2025

Event Name *

Anacortes Santa Run

Event Type

- ☐ Street Fair / Festival
- ☒ Athletic Event
- ☐ Parade
- ☐ Rally / Demonstration
- ☐ Filming
- ☐ Other identified in AMC 7.04.010

Applicant/Organization Name *

What the Heck LLC

Mailing Address *

2024 L Ave

Event Contact Person *

Chad Sage

Event Contact Email *

whattheheckllc@gmail.com

Event Contact Phone *

4252201083

Event Website

<https://runsignup.com/Race/WA/Anacortes/SantasEg>

Estimated Number of Participants/Attendees ***Event Description ***

We would like to host the 5th annual Anacortes Santa Run (5K) on Saturday, December 6, 2025. For the event, we rent the Seafarers Park Building which acts as our official hub and gathering point for the event. The last four years, this has been an amazing community and family event and the energy was palpable. Imagine festive holiday music, warm coffee and hot cocoa, Christmas trees adorned with finish medals that double as ornaments, and a gaggle of Santa's running around Cap Sante Marina as every participant receives a "one size fits all" Santa suit as part of their registration.

Just as we do every year, we will be partnering again with the Anacortes High School cross country team. We

will be collecting donations and a portion of each registration will also go towards the XC team. In exchange,

they will be providing the volunteers. This partnership has worked extremely well and the volunteer crew has

been instrumental in helping to create a fun and safe event for all.

The event will utilize a portion of Seafarers Way, part of the Tommy Thompson Trail and a couple other side

streets around Cap Sante Marina as part of our route. The logistics are as follows:

Scheduled for Saturday, 12/6 with a 9:00am start time for the 5k with the last runner finishing around 10:30. Back again for this year's event is the "Run with Rudolph - Kid's Dash" that will happen at 8:45 just before the main event.

400 participants for the 5K

The following is the course route (course map attached):

- The race starts on Seafarers Way by Seafarers Park.
- Runners will run west on Seafarers Way and will turn left (south) on the TTT.
- Run south on TTT and then turn around close to the restrooms.
- Head north on TTT and turn right (east) on 9th St
- Left (north) on Market St.
- Right (east) on 6th St
- Right (south) on T Ave
- Runners will head out to the gazebo.
- On their way back, runners will turn left just prior to the Anacortes Yacht Club and run along the shoreline of Cap Sante Marina.
- Runners will follow the shoreline until they get back to Seafarers Way.
- They will turn left (east) on Seafarers Way where they will head back to the finish line which is the same location as the finish line.

The route requires the closure of just the north lane of Seafarers Way during our Run with Rudolph Kids

Will food vendors participate in this event? *

All Food Vendors must be inspected by the Fire Marshall on site prior to the start of the event.

☐ Yes ☒ No

Date Event Starts ***Time Event Starts *** ▼

Date Event Ends ***Time Event Ends *** ▼**Does the event require a street closure? ***☒ Yes☐ No**Date Street Closure Starts ***

Include requested closures before and after the event hours if required for set up and tear down.

Time Street Closure Starts * ▼**Date Street Closure Ends *****Time Street Closure Ends *** ▼**Event Location ***

List end points of each street that will be closed (e.g. 6th Street from O Ave to Q Ave). Also include location and dimensions of any structures that will be erected and locations of the event that will not be on city street right of way.

The end points where we would like to close are Seafarers Way between Q Ave and Seafarers Park. However, we are only looking to close down the north lane and manage traffic to/from Thrive on the south lane using

Parking Location

List any public parking areas that the event requests to use for dedicated event parking, including handicapped parking.

Runners will be able to park anywhere along Seafarers Way, the ESD and NW Career Technical Academy parking lots, which are both not being utilized Saturday morning's.

Event Map (optional)

Upload one or more maps of the event

[Volunteer Map 2025.pdf](#)

175.05KB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

[Special Event Indemnification A...](#) 134.41KB

Download the Indemnification Agreement [here](#).

Signage

Street closure signs will be provided by the City of Anacortes. Applicants must contact City staff one week prior to the event to arrange sign delivery. Event sponsor personnel are responsible for placing street closure signs, which may not be posted more than 72 hours prior to the approved closure, must be removed immediately following the event, and must be returned to city staff the first business day following the event.

Insurance

The applicant is required to provide public liability insurance subject to the provisions of AMC 7.04.100 unless the applicant can demonstrate that the event meets an exemption in that section. Applicants will be notified following application approval of insurance requirements for the specific event.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

I state that I am over the age of 18, that I agree to assume responsibility for the above-described event and to abide by all conditions stipulated by the approval of the application. *

☒ Yes

Signature

Chad Sage

Admin Review

Council Meeting Date *

Target date for presentation to City Council; no later than 30 days prior to event

12/1/2025

Staff Review Deadline *

Staff review/approval required no later than 7 days prior to City Council meeting to allow packet preparation

11/24/2025

Administrator comments and conditions of approval

The late submission was an oversight by the organizer, however there are many runners signed up. Please approve as soon as possible. There are volunteer police officers that will be doing the flagging for the event for traffic safety.

Insurance Certificate

Upload

Insurance certificate may be required by staff or as a condition of Council approval

Departmental Review

Building Department will provide the following services for this event:

Building Department concerns, objections, or conditions of approval *

None

Fire Department will provide the following services for this event:

Fire Department concerns, objections, or conditions of approval *

None

Legal Department concerns, objections, or conditions of approval *

Please ensure they meet insurance requirements and have a traffic control plan.

Parks Department will provide the following services for this event:

Parks Department concerns, objections, or conditions of approval *

None

Police Department will provide the following services for this event:

regular police patrols

Police Department concerns, objections, or conditions of approval *

None

Public Works Department will provide the following services for this event:

Public Works Department concerns, objections, or conditions of approval*

None

Departmental attachments

Upload any staff memos, guidelines, or requirements that will be in effect for this event.

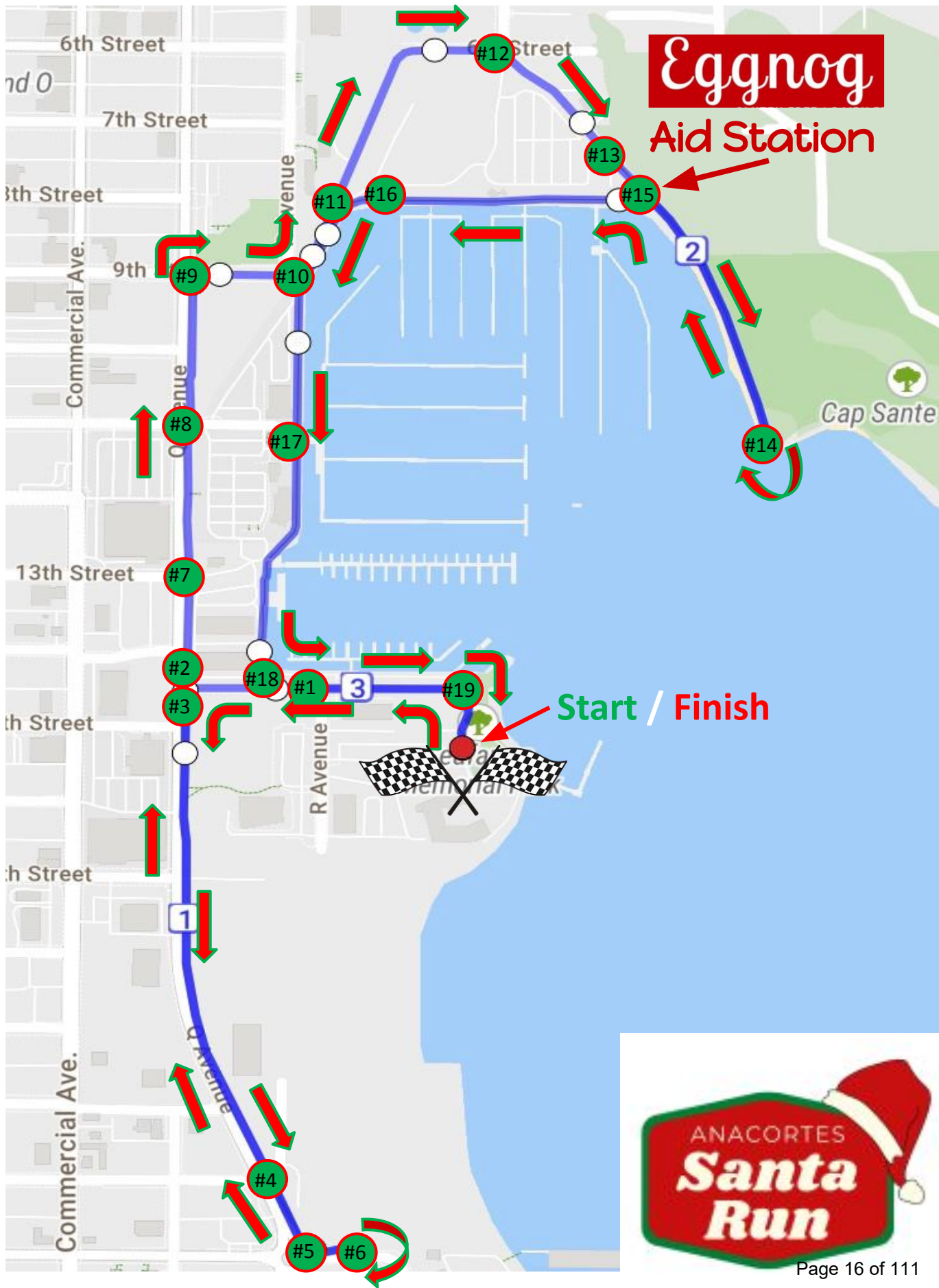
Upload

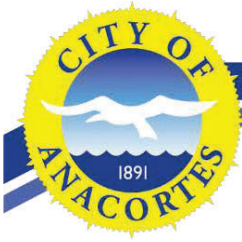
Comments

2000 characters left

Council Packet Complete

Cancel Application





SPECIAL EVENT INDEMNIFICATION AGREEMENT

The undersigned applicant, by signing below, certifies that the applicant is the authorized officer of the sponsoring organization and agrees as follows:

Pursuant to Anacortes Municipal Code Title 7.04.090, the undersigned applicant agrees to defend, indemnify and hold the City of Anacortes, its agents, employees and officers, harmless from any and all claims, injuries, suits, damages, losses, demands and judgments including the attorneys' fees and other costs of their defense, arising out of in whole or in part, the activities, omissions or appliances of the applicant, their employees, agents, volunteers or otherwise, except any claims arising from the sole negligence of the City. The applicant further agrees to comply with all provisions of pertinent laws, rules and regulations, and agrees that any failure to so comply may lead to revocation of an applicant's permit. This Indemnification Agreement constitutes substantial adequate consideration in return for the City's issuance of a special event permit.

Date: 11-21-25

Chad Sage
Name and Title – Printed

[Signature]
Signature

Name and Title – Printed

Signature



City Council Agenda Bill

Meeting Date: December 1, 2025 **Agenda Item:** 6.a.

Agenda Item Title: Resolution 3188: City Council Procedures

Staff Contact(s): Darcy Swetnam, Emily Schuh

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

Greg Francioch

Resolution

Darcy Swetnam

Steve Hoglund

Item Summary: Resolution 3188 proposes to update Council Procedures. The discussion of potential updates started at the Mayor-Council budget retreat in 2025. Council discussed detailed procedural update recommendations at a September 8, 2025 work session and continued the discussion at its September 15, 2025 regular Council meeting. Staff now provide a redline draft resolution that attempts to incorporate the points discussed by Council, the Mayor, and staff.

Budget Impact:

None anticipated

Previous Action: Council began its discussion on [September 8, 2025](#). Council continued its discussion on [September 15, 2025](#) and considered the draft resolution on [October 13, 2025](#).

Recommended Motion: I recommend we adopt Resolution 3188 to update City Council Procedures.

Alternative Actions: Return to staff for further revisions.

Attachments (listed in order presented):

1. 251013 Resolution 3188 Updating Procedures
2. 250908 Council Procedures Comment Compilation
3. Council Procedures and Committee Structure Powerpoint 250915

Resolution No. 3188

A Resolution Updating City Council Procedures

Whereas RCW 35A.11.020 provides that “the legislative body of each code city shall have power to organize and regulate its internal affairs...and to define the functions, powers, and duties of its officers and employees”;

Whereas RCW 35A.12.120 provides that “the council shall determine its own rules and order of business, and may establish rules for the conduct of council meetings and the maintenance of order”;

Whereas Council adopted new procedures in Resolution No. 1949 on April 4, 2016; ;

Whereas Council updated its procedures in Resolution No. 3094 on July 5, 2022;

Whereas Council updated its procedures in Resolution No. 3141 on December 11, 2023;

Whereas the City Council wishes to adopt new procedures to govern itself and increase the efficiency and effectiveness of its meetings;

Now, therefore, be it resolved by the City Council of the City of Anacortes:

Section 1. The procedures attached as Attachment A are adopted.

Section 2. This Resolution shall take effect five days after publication as required by law.

PASSED by the City Council this ____ day of _____, 2025.

CITY OF ANACORTES:

Matt Miller, Mayor

Attest:

Steve Hoglund, City Clerk/Treasurer

Attachment A—City Council Procedures

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1 General Provisions

1.1 Authority

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

1.2 Definitions

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

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

2 Officers

2.1 Mayor

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

Commented [DS1]: From Emily: Link to handbook that we identified that we would send out
<https://mrsc.org/getmedia/034f13b6-7ec2-4594-b60b-efaf61dd7d10/Mayor-And-Councilmember-Handbook.pdf?ext=.pdf>

Commented [DS2]: A request was made to identify Council’s authority in the procedures. The current procedures do reference RCW 35A.11.020, which is what grants Council’s authority, so I tried to strengthen that language. Please let us know if you would like to further enumerate Council’s powers under the statute.

2.2 Mayor Pro Tem.

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

2.3 Clerk/Treasurer.

- (a) Duties. The City Clerk/Treasurer must:
 - ~~(1)~~ Prepare the council meeting agenda.
 - ~~(2)~~ Prepare all City Council meeting notices.
 - ~~(3)~~ Collect and record written public comments.
 - ~~(4)~~ Note any requests for information made during a Council meeting and follow up to ensure the requested information is provided in a timely manner.
 - ~~(4)~~~~(5)~~ Note any questions asked by members of the public during the public comment period and forward those questions to the staff member best able to respond.
 - ~~(2)~~~~(6)~~ Maintain and publish the list of council committees and their meeting schedules.

3 Council Meetings—Types

3.1 Regular Meetings.

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

3.2 Special Meetings.

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

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

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

3.5 Executive Sessions.

- (a) The City Council may hold an executive session without the public as allowed by RCW 42.30.110 at any time during a meeting without a requirement for prior notice.
- (b) When the Council adjourns to an executive session, the ~~Mayor~~Chair must:
 - (1) announce the general topic and the specific RCW authorizing the executive session;
 - (2) specify whether or not the City Council will reconvene afterward and the expected time the City Council will reconvene;
 - (3) announce that the Council will not take any final action in executive session.
- (c) Consistent with RCW 42.30.910, the authorized purposes for executive sessions are to be strictly construed.

- (d) Attendance at executive sessions is limited to councilmembers, the Mayor, and those staff necessary to discuss the subject of the executive session.
- (e) No Councilmember, employee of the City, or any other person present during an executive session may disclose the content or substance of any discussion or action that took place during the executive session, unless authorized to make such disclosure. Any unauthorized disclosure in violation of this subsection would be a violation of RCW 42.23.070(4) and subject the disclosing party to penalties outlined in RCW 42.23.050.
- (f) Any discussions in an executive session with its City Attorney or other legal counsel are subject to the attorney-client privilege.
- (g) The Council may not take any votes or any "final action" as defined by RCW 42.30.020(3) at any executive session.

3.6 Retreats

- (a) The Council may meet in an informal conversation setting for a variety of purposes related to City business. Such meetings constitute special meetings under RCW 42.30.080.

4 Council Meetings—Attendance

4.1 Quorum.

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

4.2 Attendance Required.

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

4.3 Participation in Absentia.

- (a) **Defined.** Participation in absentia means participation in a council meeting without being physically present.

- (b) A Councilmember participating in absentia must login to the City Council meeting using City provided login credentials, and use the electronic meeting link published by the Assistant to the City Clerk.

5 Council Meetings—Agenda

5.1 Preparation.

- (a) The City Clerk/Treasurer is responsible for preparation of the City Council's meeting agenda.
- (b) The City Clerk/Treasurer must distribute the agenda to Councilmembers and publish it to the City website for regular meetings at least five calendar days prior the meeting.

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

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

5.3 Addition of items to the agenda

- (a) A City Department Head may request addition of an item to a Council meeting agenda. An agenda item coversheet is required for all such agenda items.
- (b) Any two Councilmembers, by submitting a written request to the Clerk/Treasurer, may add an item to a Council meeting agenda for a specific date at least 6 days after the request. The Mayor may decline to put a requested item on an agenda if it is inappropriate, untimely, or unrelated to the business of the City. However, if ~~three~~ two Councilmembers support the agenda request, the item must be included on the agenda. An agenda item coversheet is required for all such agenda items.
- (c) A member of the public may suggest or request, in writing, an item for a future Council meeting agenda. The Mayor has discretion to decide whether to add such an item to a Council meeting agenda, and may recommend the item be presented instead to a Council Committee.

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

5.4 Information from staff

- (a) Staff will provide all materials related to each agenda item in the City Council packet, which will be published the week prior to the meeting. Materials must include any documents or information necessary for Council to fully prepare to discuss and decide on agenda items. Staff

may not present new information to Council at a Council meeting, but may summarize materials from the packet in their presentation. If the agenda item includes a physical location, a map must be included.

(b) Every agenda item must be accompanied by a complete cover sheet that provides key information about that item. The cover sheet must include the following:

(1) Background information: Summary of the item and why it is before Council for action.

(2) Procedural history: Overview of previous processes taken with respect to the item, e.g. Council Committee consideration, Planning Commission actions, etc.

(3) Budget information: The budget impact of the agenda item and any funding sources.

(4) Previous actions completed: Summary and links to materials from previous Council action on the agenda item.

(5) Staff contact: The name of an individual staff member who Councilmembers may contact if they need additional information.

(6) Recommended action if any.

(7) Key Terms: For contracts, a concise statement of contract price, term, and other key terms.

(8) Competitive Bidding: For contracts, a summary of procurement requirements and process used to select contractor.

(c) The Clerk/Treasurer or their designee will record any requests for additional information made by Councilmembers during meetings. The Clerk/Treasurer or designee will forward any such requests to the applicable staff member and follow up to ensure the entire Council receives the requested information.

(d) Staff will provide Council with notice of quasi-judicial matters that may come before City Council for consideration so that Council can avoid ex parte communication in violation of the Appearance of Fairness Doctrine.

6 Council Meetings—Standard Business

6.1 Call to Order.

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

6.2 Announcements and Committee Reports.

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

6.3 Public Comment. See Rule ~~99~~ Council Meetings—Public Comment.

6.4 Consent Agenda.

- (a) The Consent Agenda is a list of routine items not requiring discussion or independent action.

- (b) The Council must approve the items on the Consent Agenda as a group, but any Councilmember may remove any item from the Consent Agenda to be considered separately.
- (c) All items on the Consent Agenda (except for minutes and routine payment of claims) require:
 - (1) a completed agenda item coversheet;
 - (2) the complete document for which approval is requested;
 - (3) approval as to content by the relevant department head;
 - (4) approval as to budget by the Clerk/Treasurer;
 - (5) approval as to form by the City Attorney.
- (d) Items eligible for consent agenda include the following.
 - (1) meeting minutes.
 - (2) payment of claims per AMC Chapter 3.02;
 - (3) street fair applications;
 - (4) resolutions to set the date of a public hearing;
 - (5) final decisions on land use applications that received unanimous preliminary approval at a previous meeting;
 - (6) grant agreements ≤ \$250,000;
 - (7) Public Works contracts ~~that have been publicly bid~~ ≤ \$200,000;
 - ~~(8) purchased or personal services contracts on standard city forms~~ ≤ \$100,000;
 - ~~(9) contracts for goods, materials and supplies not connected to a public works project~~ ≤ \$100,000;
 - ~~(10) interlocal agreements~~ ≤ \$50,000;
 - ~~(11) modifications to interlocal agreements;~~
 - ~~(9)(12)~~ modifications of any contract ≤ \$100,000 or 10% of the total contract amount, whichever is less;
 - ~~(9)(13)~~ any item the council has indicated may be placed on the Consent Agenda at a previous meeting.

7 Council Meetings – Work Sessions

7.1 Work Sessions Defined.

- (a) Work Sessions are Council meetings that are less formal than regular business meetings which allow for more in-depth consideration and evaluation of policy topics.
- (b) No ordinances or resolutions may be adopted during Work Sessions.

7.2 Frequency.

Council will hold a Work Session at least once a month.

7.3 Procedures.

- (a) Items may be placed on Work Session agendas following the same procedures as regular Council meetings.
- (b) Work Sessions may be scheduled during a regular Council meeting or may be noted as a Special Meeting.
- (c) Council may request specific materials to be prepared by staff in preparation for a Work Session. Staff will prepare packet materials following the same requirements as for regular Council meetings.
- (d) Council may request staff to set up an alternative seating arrangement other than the dais to facilitate collaboration during Work Sessions.

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

7.4.1 Debate. Debate must follow the Roberts Rules of Order, rules in Attachment B.

7.4.2 Voting.

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

7.4.3 Resolutions.

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

7.4.4 Ordinances

- (a) **Defined.** An ordinance is a law of the City. An ordinance is generally required for the following actions:

- (1) imposing a tax;
- ~~(2) establishing fees or charges for city services;~~
- ~~(3)~~(2) regulating the conduct of business;
- ~~(4)~~(3) revising the Anacortes Municipal Code and other city regulations;
- ~~(5)~~(4) adopting or revising the Comprehensive Plan;
- ~~(6)~~(5) other items that State law or City policy requires to be enacted by means of an ordinance.

- (b) **Two-read rule.** All regulatory, non-emergency n-ordinances must be heard at two separate council meetings before ~~it~~they can be adopted.

89 Council Meetings—Public Comment

(a) Generally.

- (1) The chair should preserve order and decorum at all regular and special meetings of the City Council, in accordance with RCW 43.30.050.
- (2) Meetings are intended to be of a neutral and businesslike atmosphere.
- ~~(3) These rules are intended to promote an orderly system of holding a public hearing or meeting, to give every person who wishes to speak an opportunity to be heard, and to ensure that no individual is embarrassed by exercising the right to free speech.~~
- ~~(4) Applause or cheering is prohibited during meetings, except during announcements.~~
- ~~(5) The general public comment period is an opportunity for the public to share information and concerns with the City Council. As such, Councilmembers should not respond to questions during the public comment period.~~
- ~~(3)~~(6) Opportunities for public comment may not be used to engage in any campaigning activity that would support or oppose any ballot measure or any candidate for elective office.

(b) Opportunities.

- (1) The agenda may indicate when opportunities for public comment are allowed or invited.
- (2) The mayor or councilmembers may invite additional information, questions, or comments from the public, pertinent to the matters under discussion.
- ~~(3) Public input for quasi-judicial proceedings and will be governed by the rules of procedure applicable to the type of proceeding, e.g. only parties of record may comment in appeal hearings. other actions covered by specific rules of procedure are governed by the applicable rules.~~
- (4) Comments on certain matters may be restricted to the date and time they are considered under an agenda, such as those requiring a public hearing or subject to a public participation plan.

(c) **Time limits.**

- (1) The chair may set uniform time limits or time allocations for testimony as necessary to manage the orderly progress of the meeting.

~~(2) As time allows, additional time may be allowed by the chair to an individual or group, after everyone else has spoken.~~

~~(3)~~(2) Spokesperson for a group. In order to expedite matters and to avoid repetitious presentation, delay or interruption of the orderly business of the Council, whenever any group of persons wishes to address the Council on the same subject matter, the chair may request that a spokesperson be chosen by the group to address the Council. However, being a member of a group shall not preclude an individual from stating that they agree or disagree with the spokesperson, or from presenting additional comments not addressed by the spokesperson.

(d) **Method of addressing Council.**

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

- (2) A person addressing the Council must:

(i) provide their name, city of residence, and, if in Anacortes, their voting ward or neighborhood, for the record;

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

~~(3) Commenters are prohibited from using the podium computer to present any type of presentation or media during their comments. Commenters may provide the Clerk/Treasurer with written materials, which will be distributed to council and the mayor and added to the packet for the meeting.~~

~~(4) Commenters may participate remotely via video conference but may only be recognized to speak if their camera is turned on during the entirety of their comments. The chair may immediately disconnect a remote commenter if they turn their camera off.~~

Commented [DS3]: I did not add a requirement for pre-registering for zoom commenting based on my notes from the meeting, but it could be added here if Council would like.

(e) **Disruptions.**

- (1) The chair should maintain control over interruptions and disruptive behavior.

- (2) ~~No person may engage in behavior that interrupts or disrupts the meeting. Disruptive behavior may include:~~

(i) ~~engage threats, personal attacks, or the use of racial, misogynistic, or gender-related slurs, or abusive language or other disorderly conduct that intentionally disrupts, disturbs, or otherwise impedes orderly conduct of, or attendance or participation in the meeting; in any indecorous, abusive or inappropriate language;~~

(ii) ~~make personal attacks on any other person; failure to comply with the allotted time allowed for the speaker;~~

- (iii) ~~impugn the integrity, honesty, or motives of any person; delaying the orderly conduct or progress of the public comment period, including a failure to respect the process of accommodating individuals who wish to provide public comment;~~
- (iv) ~~in any way make slanderous remarks; using a comment period for purposeful delay;~~
- (v) ~~waveing signs, cheerinng or applauding, or takinge disruptive actions.~~

Commented [DS4]: I modeled this after the City of Seattle's recent updates to its procedures.

- (3) Any person whose comments have been ruled out of order by the chair must immediately cease and refrain from further improper comments. Anyone who persists in making "out of order" comments, interrupting others, or otherwise disrupting the meeting is subject to removal from the meeting.
- (4) In the event that any meeting is interrupted by a person or group of persons so as to render the orderly conduct of such meeting unfeasible, and order cannot be restored by the removal of individuals who are interrupting the meeting, the members of the Council may vote to order the meeting room cleared and continue in session or may adjourn the meeting and reconvene at another location selected by majority vote of the members.

910 Council Meetings—Records

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

9.210.2 Minutes

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

1011 Council Committees

10.111.1 Purpose.

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

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

10.311.3 Standing Committees.

- (a) The Mayor Pro-Tem must appoint three Councilmembers to each standing committees at the second regular meeting of each year that follows a general municipal election. The appointments must be confirmed by the City Council. No Councilmember may be appointed for more than two (2) two-year terms on any standing committee.

(b) The following standing committees are established for the purposes described:

- ~~(1) Access – Anacortes Fiber Internet: to make recommendations on Access projects, processes, and procedures.~~
- ~~(2)(1) Economic Development: to make recommendations regarding economic development within the City of Anacortes.~~
- ~~(3)(2) Finance: to make recommendations on the municipal budget, capital facilities financing, and to approve transactions as authorized by municipal code.~~
- ~~(4)(3) Housing Affordability and Community Services and Planning: to develop a draft strategic plan to improve housing affordability and make recommendations on budget and CDBG grant allocations for social services and make recommendations about land use, comprehensive planning, and development regulations.~~
- ~~(5)(4) Information Technology and Fiber: to make recommendations regarding City computing policies and procedures and Access – Anacortes Fiber Internet projects, processes, and procedures.~~
- ~~(6)(5) Library and Museum: to make recommendations regarding Library and Museum policies and procedures.~~
- ~~(7)(6) Personnel: to make recommendations regarding positions and personnel policies.~~
- ~~(8) Planning: to make recommendations regarding land use, comprehensive planning, and development regulations.~~
- ~~(9)(7) Parks and Recreation: to make recommendations regarding park, recreation, and trail facilities, activities, and policies.~~
- ~~(10)(8) Public Works: to make recommendations regarding public works and city utilities.~~
- ~~(11)(9) Public Safety: to make recommendations regarding public safety, including the police and fire departments and emergency medical services.~~

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

10.511.5 Committee Meetings.

- (a) Council Committees may set their own meeting times, agendas, and work programs.
- (b) The regular Council Committee meeting schedule must be posted on the City website ~~and upcoming meeting times should included on Council agendas.~~
- (c) A Committee may call a special meeting or re-schedule a regular meeting at any time with 24-hour notice consistent with RCW 42.30.080.
- (d) The Committees may prioritize the various issues that are put before them, and determine which ones to work on.
- (e) If an issue is referred to a Committee by Council vote, with a request for the Committee to make a recommendation back to Council, that issue shall have a high priority.

~~(f)~~ Duty to avoid a quorum. No more than three Councilmembers may attend any Committee meeting. A Councilmember may not attend a committee meeting in the absence of a regular member ~~if asked to do so by the remaining regular Committee members to facilitate the work of the Committee to ensure compliance with the Open Public Meetings Act.~~

~~(f)(g)~~ Topics that span more than one Council Committee should be presented and discussed at Work Sessions to comply with the Open Public Meetings Act and avoid serial meetings.

~~10.6~~11.6 Committee Reports.

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

~~10.7~~11.7 Council Representatives

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

12 Council Communication

12.1 Emails. Councilmembers may communicate with fellow Councilmembers in a manner that does not violate the Open Public Meetings Act. Individual Councilmembers may send emails to all Councilmembers with instructions not to reply all, but Councilmembers may not reply to all Councilmembers in response.

12.2 Records. Councilmembers must retain all records related to communication or business of the City in their native format and produce those records to the Public Records Officer upon request to comply with the Public Records Act at RCW 42.56.

11.13 Suspension and Amendment of these Procedures

11.113.1 **Suspension of the Rules.** Any provision of these rules not governed by other laws may be suspended until the next meeting by 2/3 vote of those Councilmembers present.

11.213.2 **Amendment of the Rules.** These rules may be amended or new rules adopted by a vote of at least four Councilmembers, provided that the proposed amendments or new rules must have been introduced at a prior Council meeting.

Attachment B—Rules of Debate

Commented [DS5]: Deleted - Debate now follows Roberts Rules of Order, so this is unnecessary.

1.1—Generally

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

1.2—Introduction of Business

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

1.3—Right to Speak

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

1.4—Motion Procedures.

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

(f) ~~A motion to postpone to a certain time, including later in the same meeting, is debatable, is amendable, and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting or at a future regular or special Council meeting.~~

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

1.5—Discussion.

(a) ~~Discussion of an issue may occur before a motion on the issue has been made. After a motion has been made and seconded, the Councilmembers may discuss their opinions on the issue prior to the vote; the post-motion discussion shall focus on the issue within the context of the merits of the motion.~~

(b) ~~All Councilmembers must be afforded an opportunity to speak on the issue. Public comment shall not be allowed when a motion is pending except at the request of a Councilmember to the Mayor to clarify the details of the issue at hand, for limited inquiry made to staff or legal counsel, or to a person who previously provided formal or informal testimony concerning the issue at hand. The Mayor shall insure that any response is limited to the inquiry made.~~

1.6—Closing Discussion.

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

(b) ~~Discussion is re-opened if the motion fails.~~

1.7—Voting.

(a) ~~The Mayor or recording secretary shall restate the motion prior to voting.~~

(b) ~~The recording secretary shall conduct any roll call votes.~~

(c) ~~No Councilmember shall be allowed to pass when called upon and then vote later in the order.~~

(d) ~~Councilmembers may abstain from the entire vote only where disqualified by reason of conflict of interest or where approved by the Mayor due to the Councilmember's non-participation in earlier proceedings concerning the subject of the motion. Should any Councilmember nonetheless fail to vote when his/her name is called or otherwise abstain, his/her vote will be counted as an "aye" on the question.~~

(e) ~~To meet a "two thirds of Councilmembers present" requirement, the vote must be as follows:~~

~~(1) if seven (7) members are present, then five (5) must vote in the affirmative;~~

~~(2) if six or five (6 or 5) members are present, then four (4) must vote in the affirmative;~~

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

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

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

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

CITY OF ANACORTES - MEMORANDUM

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

SUMMARY

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

I. CHANGES TO COMMITTEE STRUCTURE

COUNCILMEMBER FANTINI:

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

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

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

COUNCILMEMBER HUBIK:

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

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

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

COUNCILMEMBER MOULTON:

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

COUNCILMEMBER WALTERS¹:

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

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

II. CONDUCT OF MEETINGS

COUNCILMEMBER MOULTON:

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

COUNCILMEMBER WALTERS²:

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

COUNCILMEMBER FANTINI:

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

III. PUBLIC COMMENT

COUNCILMEMBER WALTERS:

1. Public comment

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

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

COUNCILMEMBER FANTINI:

Strengthen Public Comment & Meeting Accessibility

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

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

COUNCILMEMBER MOULTON:

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

STAFF RECOMMENDATIONS:

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

IV. AGENDA

COUNCILMEMBER MOULTON:

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

COUNCILMEMBER WALTERS³:

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

STAFF RECOMMENDATION:

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

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

V. ETHICS

COUNCILMEMBER FANTINI:

Adopt a Strong Code of Ethics for All Elected Officials

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

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

VI. EXPECTATIONS OF STAFF

COUNCILMEMBER WALTERS⁴:

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

VII. OPMA ISSUES

COUNCILMEMBER WALTERS:

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

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

VIII. MISCELLANEOUS

COUNCILMEMBER WALTERS⁵:

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

STAFF RECOMMENDATIONS:

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

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

CITY COUNCIL
PROCEDURES
WORKSHOP
SEPTEMBER 8, 2025



BACKGROUND

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

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RESOLUTION NO. 3894

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

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

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

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

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

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


MATT MILLER, MAYOR

Approved as to form and legality:

ATTEST:


Darcy Swetnam, WSBA #40530
City Attorney


Steven D. Hoglund, City Clerk Treasurer

BROAD TOPICS OF DISCUSSION

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

COMMITTEE STRUCTURE

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

CONDUCT OF MEETINGS

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

AGENDA

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

PUBLIC COMMENT

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

ETHICS

- Adopt a code of ethics for all elected officials

EXPECTATIONS OF STAFF

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

OPEN PUBLIC MEETINGS ACT

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

MISCELLANEOUS

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



City Council Agenda Bill

Meeting Date: December 1, 2025 **Agenda Item:** 6.b.

Agenda Item Title: Contract Award: HVAC Maintenance and On-Call Repair Services 2026-2028 #26-013-FAC-001

Staff Contact(s): Logan Lee

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$400,000.00 to Blythe Mechanical, Inc. to perform the HVAC Maintenance and On-Call Repair Services 2026-2028. This contract includes regularly scheduled yearly maintenance of all City HVAC systems, as well as on-call unplanned repair/non-project related HVAC work. Costs will be within each department's approved operating budget.

Background:

1. **History:** [RCW 35.23.352](#) authorizes the City to use a unit-priced contract for "...public works which are anticipated on a recurring basis to meet the business or operational needs of the agency.." By having an on-call unit-priced contract in place gives the City the legal protections of a signed contract and will allow us to move more swiftly when the need for HVAC repair arises.
2. **Key Terms:**
 - The total value of all regular maintenance and on-call work orders issued by the City shall not exceed \$400,000.00.
 - Contract is not to exceed a total of 3 years or \$400,000.00, whichever comes first.
3. **Competitive Bidding:** On November 5, 2025 the City [solicited bids](#) for the subject project with a bid submittal deadline of November 20, 2025. Three bids were received by the bid deadline and Blythe Mechanical, Inc. was determined to be the lowest responsible bidder.

Budget Impact:

Contractor	Blythe Mechanical, Inc.
Contract Amount	\$400,000.00
BARS #	001.713.518.30.48
Budget Amendment Required?	No
Start Date	1/1/2026
End Date	12/31/2028

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract #26-013-FAC-001 with Blythe Mechanical, Inc. in the amount of \$400,000.00 to perform the HVAC Maintenance and On-Call Repair Services 2026-2028.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 26-013-FAC-001 - Bid Tabulation
2. 26-013-FAC-001



CITY OF ANACORTES

WASHINGTON

The City of Anacortes hereby provides written notice of its intent to award a contract for this project to Blythe Mechanical, Inc.

BID TABULATION - BID DATE 11/20/25

HVAC Maintenance and On-Call Repair Services 2026-2028
#26-013-FAC-001

SCHEDULE 1 - FILTER, EQUIPMENT & AUTOMATION CONTROL MAINTENANCE COSTS				Blythe Mechanical, Inc.		MacDonald-Miller Facility Solutions, LLC		Refrigeration Unlimited Inc.	
ITEM #	DESCRIPTION	Cycle (A)	Est. Cycles (B)	Price Per Cycle (C)	Annual Price (D) (B x C)	Price Per Cycle (C)	Annual Price (D) (B x C)	Price Per Cycle (C)	Annual Price (D) (B x C)
1	Anacortes Municipal Building	Tri-Annual	3	\$3,274.00	\$9,822.00	\$1,465.96	\$4,397.88	\$2,515.70	\$7,547.10
2	Anacortes Public Library PLUS Trane AHU-1 Filters Changed Annually	Semi-Annual	2	\$5,426.00	\$10,852.00	\$4,717.71	\$9,435.42	\$6,625.93	\$13,251.86
3	Anacortes Public Safety Building PLUS AHU-1 Filters Changed Annually	Semi-Annual	2	\$3,557.00	\$7,114.00	\$4,111.61	\$8,223.22	\$4,829.93	\$9,659.86
4	Anacortes Fire Station I	Semi-Annual	2	\$1,700.00	\$3,400.00	\$1,161.43	\$2,322.86	\$2,109.93	\$4,219.86
5	Anacortes Fire Station II	Semi-Annual	2	\$393.00	\$786.00	\$465.96	\$931.92	\$391.57	\$783.14
6	Anacortes Museum	Annual	1	\$593.00	\$593.00	\$576.91	\$576.91	\$391.57	\$391.57
7	Anacortes Heritage Center	Annual	1	\$406.00	\$406.00	\$339.76	\$339.76	\$636.24	\$636.24
8	Anacortes W. T. Preston	Annual	1	\$403.00	\$403.00	\$224.54	\$224.54	\$745.25	\$745.25
9	Anacortes Maintenance Shop	Semi-Annual	2	\$3,863.00	\$7,726.00	\$4,375.67	\$8,751.34	\$3,960.22	\$7,920.44
10	Anacortes Wastewater Treatment Plant (WWTP)	Semi-Annual	2	\$2,155.00	\$4,310.00	\$2,006.30	\$4,012.60	\$5,023.46	\$10,046.92
11	WWTP Chromalox Hazardous Location Forced -Air Heaters	Annual	1	\$1,180.00	\$1,180.00	\$590.04	\$590.04	\$960.00	\$960.00
12	Anacortes Depot Arts Center	Annual	1	\$385.00	\$385.00	\$698.35	\$698.35	\$320.00	\$320.00
13	Anacortes Senior Activity Center	Semi-Annual	2	\$2,209.00	\$4,418.00	\$1,308.29	\$2,616.58	\$1,180.21	\$2,360.42
14	Anacortes Water Treatment Plant (WTP)	Annual	1	\$9,626.00	\$9,626.00	\$6,418.49	\$6,418.49	\$5,023.46	\$5,023.46
15	Anacortes Water Intake Station	Semi-Annual	2	\$395.00	\$790.00	\$450.81	\$901.62	\$380.12	\$760.24
16	Anacortes Water Blue Heron Reservoir	Semi-Annual	2	\$988.00	\$1,976.00	\$570.60	\$1,141.20	\$380.12	\$760.24
17	Boiler Tune Up, Municipal Building, Library, Public Safety, Depot Arts Center	Annual	1	\$4,530.00	\$4,530.00	\$12,635.09	\$12,635.09	\$9,945.00	\$9,945.00
18	Anacortes Fire Station I & II Co-Ray-Vac Heaters	Annual	1	\$1,568.00	\$1,568.00	\$786.73	\$786.73	\$1,640.00	\$1,640.00
SUBTOTAL (Sum of all Schedule 1 line items)					\$69,885.00		\$65,004.55		\$76,971.60
WSST (8.8%)					\$6,149.88		5720.4004		6773.5008
TOTAL SCHEDULE 1 BID					\$76,034.88		\$70,724.95		\$83,745.10

SCHEDULE 2 - ON CALL REPAIR COSTS	Blythe Mechanical, Inc.			MacDonald-Miller Facility Solutions, LLC			Refrigeration Unlimited Inc.		
	Labor Rate	Est. Hrs	ANNUAL TOTAL	Labor Rate	Est. Hrs	ANNUAL TOTAL	Labor Rate	Est. Hrs	ANNUAL TOTAL
Refrigeration Mechanic (WAC # 296-127-01367)	\$197.50	70	\$13,825.00	\$195.00	70	\$13,650.00	\$190.00	70	\$13,300.00
Overtime/Weekend: Refrigeration Mechanic (WAC # 296-127-01367)	\$259.50	20	\$5,190.00	\$292.50	20	\$5,850.00	\$285.00	20	\$5,700.00
Plumbers & Pipefitters (WAC #296-127-01364)	\$197.50	70	\$13,825.00	\$210.00	70	\$14,700.00	\$190.00	70	\$13,300.00
Overtime/Weekend: Plumbers & Pipefitters (WAC #296-127-01364)	\$259.50	20	\$5,190.00	\$315.00	20	\$6,300.00	\$285.00	20	\$5,700.00
Sheet Metal Workers (WAC #296-127-01372)	\$197.50	70	\$13,825.00	\$195.00	70	\$13,650.00	\$190.00	70	\$13,300.00
Overtime/Weekend: Sheet Metal Workers (WAC #296-127-01372)	\$259.50	20	\$5,190.00	\$292.50	20	\$5,850.00	\$285.00	20	\$5,700.00
Heating Equipment Mechanics (WAC #296-127-01333)	\$197.50	70	\$13,825.00	\$195.00	70	\$13,650.00	\$190.00	70	\$13,300.00
Overtime/Weekend: Heating Equipment Mechanics (WAC #296-127-01333)	\$259.50	20	\$5,190.00	\$292.50	20	\$5,850.00	\$285.00	20	\$5,700.00
Boilermakers (WAC #296-127-01305)	\$197.50	70	\$13,825.00	\$210.00	70	\$14,700.00	\$190.00	70	\$13,300.00
Overtime/Weekend: Boilermakers (WAC #296-127-01305)	\$259.50	20	\$5,190.00	\$315.00	20	\$6,300.00	\$285.00	20	\$5,700.00
SUBTOTAL (Sum of all Schedule 2 line items)			\$95,075.00			\$100,500.00			\$95,000.00
WSST (8.8%)			\$8,366.60			\$8,844.00			\$8,360.00
TOTAL SCHEDULE 2 BID			\$103,441.60			\$109,344.00			\$103,360.00

TOTAL BID (SUM OF SCHEDULES 1 & 2 ABOVE):	\$179,476.48	\$180,068.95	\$187,105.10
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 = denotes correction to bid price based on unit prices



CONTRACT #26-013-FAC-001
Between
THE CITY OF ANACORTES
AND
BLYTHE MECHANICAL, INC.

HVAC Maintenance and On-Call Repair Services 2026-2028

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and Blythe Mechanical, Inc., a private contractor at 3000 W. Illinois Street, Bellingham, WA 98225 (herein after referred to as "Contractor").

1. **Scope of Work.** Contractor shall furnish all materials, equipment and labor perform the subject project in accordance with and as described in the City of Anacortes Invitation to Bid entitled "HVAC Maintenance and On-Call Repair Services 2026-2028" #26-013-FAC-001", which is hereby incorporated by reference and made a part hereof.

2. **Price and Payment Terms.** The total value of all Work shall not exceed **Four Hundred Thousand Dollars (\$400,000.00)**, which includes all labor, materials, applicable sales tax based on work location, standard freight, and administrative overhead for the project. Compensation shall be by Unit Price for each of the categories of work, as well as the parts and materials markup, as noted in the Contractor's bid proposal which is incorporated by reference and attached hereto as Exhibit A. 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. **Term.** The term of the Contract is from January 1, 2026 through December 31, 2028. Contract is not to exceed a total of three (3) years or \$400,000.00, whichever comes first.

4. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Brandon Krause, (360) 588-8071.

5. **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.

6. **Contract Documents:** The attached General Provisions, referenced Invitation to Bid, 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

Date

Contractor:
Blythe Mechanical, Inc.

Date

Contractor License #

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.

- a) Before any payment can be made by the City, Contractor and any subcontractors must file a "Statement of Intent to Pay Prevailing Wages" with L&I and provide a copy of the L&I approved Intent to the City Contract Specialist. Contractor will pay promptly, when due, all wages accruing to its employees. Intents will be filed annually by the Contractor at the start date of each new **CONTRACT** year.
- b) Before full or partial payment of the final invoice for the Contract year expiring can be made to the Contractor, an "Affidavit of Wages Paid" must be filed with L&I by the Contractor and any subcontractors within fifteen (15) days of all work performed during the Contract year just completed. A copy of the L&I approved Affidavit must be provided to the City Contract Specialist. Affidavits will be filed annually by the Contractor to cover wages paid for the **CONTRACT** year just expired.
- c) For the first year of the Contract, Contractor shall pay its workers the applicable prevailing wage rates in effect upon the date of execution of the contract. At the end of the first contract year, and each successive year thereafter, Contractor shall adjust the prevailing wages paid to its employees to recognize and follow the most recent increases promulgated by L&I, if any. L&I updates prevailing wage rates every March and September. Any adjusted rates shall be reflected on the Intent filed for the new contract year.
- d) Subsequent to any prevailing wage adjustments, the Unit Prices shall be adjusted on each anniversary date to reflect any changes in labor cost based on the most recent prevailing wage rates. For any adjustment in the established Unit Prices due to Contractor wage revisions, Contractor must submit the cost of wage increases to City for adjustment of the rates that will be paid to the Contractor for work in the new contract year. Prior to City issuing a Modification to adjust unit pricing, Contractor must submit sufficient cost details to City documenting the number of hours, or expected hours, to be worked by employees receiving the new prevailing wage rate, if any, and a formula for determining the resulting increase in the overall unit prices. City is not liable for rate increases proposed by the Contractor that are not consistent with the original Contractor estimates.
- e) In compliance with WAC 296-127, Contractor is required to pay L&I the appropriate filing fee with each Intent and Affidavit submitted to that department for certification. These fees are incidental to the Contract.
- f) 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 the Department of Labor and Industries 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 the Department of Labor and Industries for arbitration.
- g) 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/>. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

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

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

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

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

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

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

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:

1. All liens placed against the project have been released.
2. 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.

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

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

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

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

8. Subcontracts. The Contractor shall not subcontract the Scope of Work ("Work") unless the Project 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.

9. Job Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while

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

10. Chemical Hazard Safety

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

11. 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.

12. 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.

13. 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).

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

20. 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 \$4,000 or more 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

CONTRACTOR:

Blythe Mechanical, Inc.
Darlene Jones
3000 W. Illinois Street
Bellingham, WA 98225
darlene.jones@blythemechanical.com

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

TO: City of Anacortes
(City or Owner):
FROM: Bidder: Blythe Mechanical Inc.
PROJECT: 26-013-FAC-001

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract. **Moreover, the Bidder declares by signing the signature page of this Proposal that the following statement is true and correct:**

My firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The following Bid Proposal lists Work items and quantities that will be used for calculating a total Bid amount to determine the low Bidder. The Bidder must write its loaded unit prices, extension calculations, and the total Bid price. All costs to perform the Work as specified must be reflected in the Bid Proposal. After the Bid opening, the City will verify the mathematical accuracy with respect to the extensions of unit Bid prices and the total Bid price. The Contract will be awarded to the lowest responsible and responsive Bidder.

The stated On-Call Repair unit bid quantities will specifically not be a part of the resultant Contract documents. The City does not represent or warrant to the Bidder that the actual Work provided under this Contract will be consistent with unit quantities that may be assigned by the City for purposes of determining the low Bidder. The actual Work provided under this Contract may vary substantially from the City-assigned unit quantities used to determine the basis of award, and the winning Bidder is not entitled to any adjustment in its unit prices as a result of any variation, no matter how significant, between the actual Work completed and unit quantities used for purposes of determining the basis of award.

The bidder declares that they have carefully examined the contract documents for the performance of the work; that they have personally inspected the site if necessary; including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder agrees that if this proposal is accepted, they will, within **Ten (10) Calendar** days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bond, all Certificates of Insurance and related endorsement forms, and proof of a City of Anacortes Business License required therein and will, to the extent of their proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the designated City project representative.

Having carefully examined all specifications prepared by the City of Anacortes, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all labor, equipment, and materials and perform all work, in accordance with the terms & conditions and prevailing wage requirements, which price is hereby designated as to the total proposal price for all necessary work. All labor rates to be calculated from the arrival time at the job site to the completion of work – No travel time to be included or charged.

SCHEDULE 1 - FILTER, EQUIPMENT & AUTOMATION CONTROL MAINTENANCE COSTS

ITEM #	DESCRIPTION	Cycle (A)	Est. Cycles (B)	Price Per Cycle (C)	Annual Price (D) (B x C)
1	Anacortes Municipal Building	Tri-Annual	3	\$ 3,274. ⁰⁰	\$ 9,822. ⁰⁰
2	Anacortes Public Library PLUS Trane AHU-1 Filters Changed Annually	Semi-Annual	2	\$ 5,426. ⁰⁰	\$ 10,852. ⁰⁰
3	Anacortes Public Safety Building PLUS AHU-1 Filters Changed Annually	Semi-Annual	2	\$ 3,557. ⁰⁰	\$ 7,114. ⁰⁰
4	Anacortes Fire Station I	Semi-Annual	2	\$ 1,700. ⁰⁰	\$ 3,400. ⁰⁰
5	Anacortes Fire Station II	Semi-Annual	2	\$ 393. ⁰⁰	\$ 786. ⁰⁰
6	Anacortes Museum	Annual	1	\$ 593. ⁰⁰	\$ 593. ⁰⁰
7	Anacortes Heritage Center	Annual	1	\$ 406. ⁰⁰	\$ 406. ⁰⁰
8	Anacortes W. T. Preston	Annual	1	\$ 403. ⁰⁰	\$ 403. ⁰⁰
9	Anacortes Maintenance Shop	Semi-Annual	2	\$ 3,863. ⁰⁰	\$ 7,726. ⁰⁰
10	Anacortes Wastewater Treatment Plant (WWTP)	Semi-Annual	2	\$ 2,155. ⁰⁰	\$ 4,310. ⁰⁰
11	WWTP Chromalox Hazardous Location Forced -Air Heaters	Annual	1	\$ 1,180. ⁰⁰	\$ 1,180. ⁰⁰
12	Anacortes Depot Arts Center	Annual	1	\$ 385. ⁰⁰	\$ 385. ⁰⁰
13	Anacortes Senior Activity Center	Semi-Annual	2	\$ 2,209. ⁰⁰	\$ 4,418. ⁰⁰
14	Anacortes Water Treatment Plant (WTP)	Annual	1	\$ 9,626. ⁰⁰	\$ 9,626. ⁰⁰
15	Anacortes Water Intake Station	Semi-Annual	2	\$ 395. ⁰⁰	\$ 790. ⁰⁰
16	Anacortes Water Blue Heron Reservoir	Semi-Annual	2	\$ 988. ⁰⁰	\$ 1,976. ⁰⁰
17	Boiler Tune Up, Municipal Building, Library, Public Safety, Depot Arts Center	Annual	1	\$ 4,530. ⁰⁰	\$ 4,530. ⁰⁰
18	Anacortes Fire Station I & II Co-Ray-Vac Heaters	Annual	1	\$ 1,568. ⁰⁰	\$ 1,568. ⁰⁰
SUBTOTAL (Sum of all D line items)					\$ 69,885. ⁰⁰
WSST (8.8%)					\$ 6,149. ⁸⁸
TOTAL SCHEDULE 1 BID					\$ 76,034. ⁸⁸

SCHEDULE 2 - ON CALL REPAIR COSTS

LABOR CLASSIFICATION	Labor Rate	Est. Hrs	ANNUAL TOTAL
Refrigeration Mechanic (WAC # 296-127-01367)	\$ 197.50	70	\$ 13,825.00
Overtime/Weekend: Refrigeration Mechanic (WAC # 296-127-01367)	\$ 259.50	20	\$ 5,190.00
Plumbers & Pipefitters (WAC #296-127-01364)	\$ 197.50	70	\$ 13,825.00
Overtime/Weekend: Plumbers & Pipefitters (WAC #296-127-01364)	\$ 259.50	20	\$ 5,190.00
Sheet Metal Workers (WAC #296-127-01372)	\$ 197.50	70	\$ 13,825.00
Overtime/Weekend: Sheet Metal Workers (WAC #296-127-01372)	\$ 259.50	20	\$ 5,190.00
Heating Equipment Mechanics (WAC #296-127-01333)	\$ 197.50	70	\$ 13,825.00
Overtime/Weekend: Heating Equipment Mechanics (WAC #296-127-01333)	\$ 259.50	20	\$ 5,190.00
Boilermakers (WAC #296-127-01305)	\$ 197.50	70	\$ 13,825.00
Overtime/Weekend: Boilermakers (WAC #296-127-01305)	\$ 259.50	20	\$ 5,190.00
SUBTOTAL (Sum of all Schedule 2 line items)			\$ 95,075.00
WSST (8.8%)			\$ 8,366.60
TOTAL SCHEDULE 2 BID			\$ 103,441.60

TOTAL BID (SUM OF SCHEDULES 1 & 2 ABOVE)	\$ 179,476.48
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SCHEDULE 3 – MARK UP BY %

ADDITIONAL EQUIPMENT	COST	MARKUP (MAX 10%)
Equipment/Tools (rented) not included in annual contract price	Actual	10 %
Materials not included in annual contract price	Actual	10 %

MANDATORY - WE (I) WILL PROVIDE ON-CALL SERVICES WITHIN 2 HRS/DAYS FROM RECEIPT OF ORDER & AT PRICES & TERMS SPECIFIED UNLESS OTHERWISE NOTED. **MAXIMUM TWO (2) BUSINESS DAYS.**

MANDATORY - EMERGENCY CALL-OUT SERVICES WILL BE PROVIDED WITHIN 60 MINUTES HRS FROM RECEIPT OF ORDER. **MAXIMUM SIXTY (60) MINUTES.**

ADDENDUMS: Bidder acknowledges review of all Addenda through No. 1

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

BID DEPOSIT: A proposal deposit in an amount of \$20,000.00 (five percent (5%) of the total contract value) is attached here in the form indicated below:

☒ Bid Bond ☐ Cashier's Check ☐ Postal Money Order

NOTICE TO ALL BIDDERS

To report bid rigging activities call: **1-800-424-9071**. The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BIDDER CERTIFIES

- They have examined the work site and all existing conditions;
- They fully understand the manner in which payment is proposed;
- They propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed, and for the price proposed;
- They will observe the national, Washington State, and local codes; and
- They have the insurance coverage required for this Contract, which includes: Commercial General Liability Insurance, Business Auto Liability, Worker's Comp

Name of Bidder: Blythe Mechanical Inc
Contact Name: Dawn Hayes
Mailing Address: 3000 W. Illinois Street,
City, State, Zip: Bellingham WA 98225
Business Telephone: (360) 389-5501 Cell Phone: (360) 739-0740
Email Address: dawn.hayes@blythemechanical.com
Contractor's State License No: BLYTHMI817NB
UBI Number: 600.138.137

By signing this proposal, the bidder agrees to all requirements contained in the contract documents.

Blythe Mechanical Inc.
Corporate Seal
Est. 1974
WA State

(Corporate Seal)

Blythe Mechanical Inc. CFO
Name of Bidder Title

11/20/23
Date

[Signature]
Signature of Bidder

Crystal Greear
Print Name



City Council Agenda Bill

Meeting Date: December 1, 2025 **Agenda Item:** 6.c.

Agenda Item Title: Contract Award: Unit-Priced Electrical Services 2026-2028 #26-014-FAC-001

Staff Contact(s): Logan Lee

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

Item Summary: City staff seeks City Council consent to award a contract in the amount of \$400,000.00 to VECA Electric & Technologies to perform the Unit-Priced Electrical Services 2026-2028. This is usable by all city departments to have unplanned repair/non-project related electrical work done. This is not for known or pre-planned projects. Costs will be within each department's approved operating budget.

Background:

1. **History:** [RCW 35.23.352](#) authorizes the City to use a unit-priced contract for "...public works which are anticipated on a recurring basis to meet the business or operational needs of the agency..." By having an on-call unit-priced contract in place gives the City the legal protections of a signed contract and will allow us to move more swiftly when the need for an electrician arises.
2. **Key Terms:**
 - The total value of all Work Orders issued by the City shall not exceed \$400,000.00.
 - Contract is not to exceed a total of three (3) years or \$400,000.00, whichever comes first.
3. **Competitive Bidding:** On November 5, 2025, the City [solicited bids](#) for the subject project and on November 20, 2025, a bid opening was conducted. One bid was received by the bid deadline from VECA Electric & Technologies, who was determined to be the lowest responsible bidder.

Budget Impact:

Contractor	VECA Electric & Technologies
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Contract Amount	\$400,000.00
BARS #	001.713.518.30.48
Budget Amendment Required?	No
Start Date	1/1/2026
End Date	12/31/2028

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 26-014-FAC-001 with VECA Electric & Technologies in the amount of \$400,000.00 to perform the Unit-Priced Electrical Services 2026-2028.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. 26-014-FAC-001
2. Bid Tabulation



CONTRACT #26-014-FAC-001
Between
THE CITY OF ANACORTES
AND
VECA ELECTRIC & TECHNOLOGIES, LLC

UNIT-PRICED ELECTRICAL SERVICES 2026-2028

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and VECA Electric & Technologies, LLC a private company at 3950 Hammer Drive, Suite 109, Bellingham, WA 98226 (herein after referred to as "Contractor").

1. **Scope of Work.** Contractor shall furnish all materials, equipment and labor perform the subject project in accordance with and as described in the City of Anacortes Invitation to Bid entitled "Unit-Priced Electrical Services 2026-2028 #26-014-FAC-001", which is hereby incorporated by reference and made a part hereof.

2. **Price and Payment Terms.** The total value of all Work shall not exceed **Four Hundred Thousand Dollars (\$400,000.00)**, which includes all labor, materials, applicable sales tax based on work location, standard freight, and administrative overhead for the project. Compensation shall be by Unit Price for each of the categories of work, as well as the parts and materials markup, as noted in the Contractor's bid proposal which is incorporated by reference and attached hereto as Exhibit A. 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. **Term.** The period of this Contract shall be for a period of three years from January 1, 2026-December 31, 2028. Contract is not to exceed a total of three (3) years or \$400,000.00, whichever comes first.

4. **Project Management.** Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Brandon Krause, (360) 588-8071.

5. **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.

6. **Contract Documents:** The attached General Provisions, referenced Invitation to Bid, and Exhibit A are included in this Contract Agreement.

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

Owner:
City of Anacortes

Contractor:
VECA Electric & Technologies, LLC

Date

Date

Contractor License #

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. The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner, located at 904 6th Street, Anacortes, WA. Upon request, the Owner 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.

- a) Before any payment can be made by the City, Contractor, and subcontractors, must file a "Statement of Intent to Pay Prevailing Wages" with L&I and provide a copy of the L&I approved Intent to the City Contract Specialist. Contractor, and subcontractors, will pay promptly, when due, all wages accruing to its employees. Intents will be filed annually by the Contractor, and subcontractors, at the start date of each new **contract year**.
- b) Before retainage release for the Contract year expiring can be made to the Contractor, an "Affidavit of Wages Paid" must be filed with L&I by the Contractor, and subcontractors, within fifteen (15) days of all work performed during the Contract year just completed. Affidavits will be filed annually by the Contractor, and subcontractors, to cover wages paid for the contract year just expired.
- c) For the first year of the Contract the Contractor, and subcontractors, shall pay its workers the applicable prevailing wage rates in effect upon the date of execution of the contract. At the end of the first contract year, and each successive year thereafter the Contractor, and subcontractors, shall adjust the prevailing wages paid to its employees to recognize and follow the most recent increases promulgated by L&I, if any. L&I updates prevailing wage rates every March and September. Any adjusted rates shall be reflected on the Intent filed for the new contract year.
- d) Subsequent to any prevailing wage adjustments, the Contract Price shall be adjusted on each anniversary date to reflect any changes in labor cost based on the most recent prevailing wage rates. For any adjustment in the established Contract Price due to Contractor wage revisions, Contractor must submit the cost of wage increases to City for adjustment of the rates that will be paid to the Contractor for work in the new contract year. Prior to City issuing a Modification to adjust contract pricing, Contractor must submit sufficient cost details to City documenting the number of hours, or expected hours, to be worked by employees receiving the new prevailing wage rate, if any, and a formula for determining the resulting increase in the overall contract prices. City is not liable for rate increases proposed by the Contractor that are not consistent with the original Contractor estimates.
- e) In compliance with WAC 296-127, Contractor is required to pay L&I the appropriate filing fee with each Intent and Affidavit submitted to that department for certification. These fees are incidental to the Contract.
- f) 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 the Department of Labor and Industries and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to the Department of Labor and Industries for arbitration.

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:

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

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

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

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

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

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

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

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

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. Contractor remains fully responsible for obligations, services, and functions

performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

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

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

10. Chemical Hazard Safety

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

11. 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.

12. 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.

13. 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).

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Acceptance. Contractor acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Contractor. These

General Provisions supersede all conflicting or additional terms on any purchase order, quote, invoice, Contractor's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

20. 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 \$4,000 or more 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:

City of Anacortes
Tiffany Matson
904 6th Street
PO Box 547
Anacortes, WA 98221
contracts@anacorteswa.gov

CONTRACTOR:

VECA Electric & Technologies, LLC
Sharon M. Wilson
3950 Hammer Drive, Suite 109
Bellingham, WA 98226
contracts@veca.com

TO: City of Anacortes
(City or Owner):
FROM: Bidder: VECA Electric & Technologies, LLC ;
PROJECT: 26-014-FAC-001

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract. **Moreover, the Bidder declares by signing the signature page of this Proposal that the following statement is true and correct:**

My firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

The following Bid Proposal lists Work items and quantities that will be used for calculating a total Bid amount to determine the low Bidder. The Bidder must write its loaded unit prices, extension calculations, and the total Bid price. All costs to perform the Work as specified must be reflected in the Bid Proposal. After the Bid opening, the City will verify the mathematical accuracy with respect to the extensions of unit Bid prices and the total Bid price. The Contract will be awarded to the lowest responsible and responsive Bidder.

The stated unit Bid quantities will specifically not be a part of the resultant Contract documents. The City does not represent or warrant to the Bidder that the actual Work provided under this Contract will be consistent with unit quantities that may be assigned by the City for purposes of determining the low Bidder. The actual Work provided under this Contract may vary substantially from the City-assigned unit quantities used to determine the basis of award, and the winning Bidder is not entitled to any adjustment in its unit prices as a result of any variation, no matter how significant, between the actual Work completed and unit quantities used for purposes of determining the basis of award.

The bidder declares that they have carefully examined the contract documents for the performance of the work; that they have personally inspected the site if necessary; including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder agrees that if this proposal is accepted, they will, within **Ten (10) Calendar** days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bond, all Certificates of Insurance and related endorsement forms, and proof of a City of Anacortes Business License required therein and will, to the extent of their proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the designated City project representative.

Having carefully examined all specifications prepared by the City of Anacortes, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all labor, equipment, and materials and perform all work, in accordance with the terms & conditions and prevailing wage requirements, which price is hereby designated as to the total proposal price for all necessary work. All labor rates to be calculated from the arrival time at the job site to the completion of work – No travel time to be included or charged.

Item No.	Description	Qty	Unit	Unit Price
A) NORMAL BUSINESS HOURS				
1	Journeyman Electrician, per hour Straight Time	1	HR	\$ 165.00
2	Journeyman Electrician W/Service Truck	1	HR	\$ 180.00
3	Service Vehicle & Tools, per hour	1	HR	\$ 15.00
B) AFTER HOURS, HOLIDAYS, OVERTIME				
4	Journeyman Electrician, per hour	1	HR	\$ 270.00
5	Journeyman Electrician W/Service Truck	1	HR	\$ 285.00
6	Service Vehicle & Tools, per hour	1	HR	\$ 15.00
C) EMERGENCY CALL OUTS				
7	Journeyman Electrician, per hour	1	HR	\$ 165.00
8	Journeyman Electrician W/Service Truck	1	HR	\$ 180.00
9	Service Vehicle & Tools, per hour	1	HR	\$ 15.00
Subtotal:				\$1,290.00
Sales Tax at 8.8% tax rate:				\$113.52
TOTAL BID:				\$1,403.52

OTHER: Parts and Materials Cost Plus (+) 25 %

MANDATORY - WE (I) WILL PROVIDE ON-CALL SERVICES WITHIN 2 HRS/DAYS FROM RECEIPT OF ORDER & AT PRICES & TERMS SPECIFIED UNLESS OTHERWISE NOTED. **MAXIMUM TWO (2) BUSINESS DAYS.**

MANDATORY - EMERGENCY CALL-OUT SERVICES WILL BE PROVIDED WITHIN 1 MINUTES/HRS FROM RECEIPT OF ORDER. **MAXIMUM SIXTY (60) MINUTES.**

ADDENDUMS: Bidder acknowledges review of all Addenda through No. N/A

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

BID DEPOSIT: A proposal deposit in an amount of \$20,000.00 (five percent (5%) of the total contract value) is attached here in the form indicated below:

☒ Bid Bond ☐ Cashier's Check ☐ Postal Money Order

NOTICE TO ALL BIDDERS

To report bid rigging activities call: **1-800-424-9071**. The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BIDDER CERTIFIES

- They have examined the work site and all existing conditions;
- They fully understand the manner in which payment is proposed;
- They propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed, and for the price proposed;
- They will observe the national, Washington State, and local codes; and
- They have the insurance coverage required for this Contract, which includes: Commercial General Liability Insurance, Business Auto Liability, Worker's Comp

Name of Bidder: VECA Electric + Technologies, LLC
Contact Name: Kyrsten Gaddis
Mailing Address: 3950 Hammer Drive, Suite 109
City, State, Zip: Bellingham, WA 98226
Business Telephone: 360-594-4382 Cell Phone: _____
Email Address: Service@veca.com
Contractor's State License No: VECAEET 8210Q
UBI Number: 601-190-731

By signing this proposal, the bidder agrees to all requirements contained in the contract documents.



Kyrsten Gaddis Project Engineer
Name of Bidder Title

11/19/2025
Date

Kyrsten Gaddis
Signature of Bidder

Kyrsten Gaddis
Print Name

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 OF ANACORTES

WASHINGTON

BID TABULATION - BID DATE 11/20/25

UNIT-PRICED ELECTRICAL SERVICES 2026-2028

#26-014-FAC-001

Item No.	Description	Qty	Unit	VECA Electric & Technologies
A) NORMAL BUSINESS HOURS				
1	Journeyman Electrician, per hour Straight Time	1	HR	\$165.00
2	Journeyman Electrician W/Service Truck	1	HR	\$180.00
3	Service Vehicle & Tools, per hour	1	HR	\$15.00
B) AFTER HOURS, HOLIDAYS, OVERTIME				
4	Journeyman Electrician, per hour	1	HR	\$270.00
5	Journeyman Electrician W/Service Truck	1	HR	\$285.00
6	Service Vehicle & Tools, per hour	1	HR	\$15.00
C) EMERGENCY CALL OUTS				
7	Journeyman Electrician, per hour	1	HR	\$165.00
8	Journeyman Electrician W/Service Truck	1	HR	\$180.00
9	Service Vehicle & Tools, per hour	1	HR	\$15.00
Subtotal:				\$ 1,290.00
Sales Tax at 8.8% tax rate:				\$ 113.52
TOTAL BID:				\$ 1,403.52



City Council Agenda Bill

Meeting Date: December 1, 2025 **Agenda Item:** 6.d.

Agenda Item Title: Resolution 3192: 2026 North Star Funding Allocation

Staff Contact(s): Darcy Swetnam

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

Greg Francioch
Darcy Swetnam
Steve Hoglund

Resolution

Item Summary: This resolution would allocate \$250,000 from the City's opioid settlement funds towards the North Star Initiative to pool resources with the County and other Skagit cities to help address homelessness and mental health issues throughout Skagit County.

Budget Impact:

\$250,000 from opioid funds.

Previous Action: N/A

Recommended Motion: I move we adopt Resolution 3192 to allocate \$250,000 of opioid funds to the North Star Initiative.

Alternative Actions: Change amount or decline to adopt.

Attachments (listed in order presented):

1. 251201 North Star Resolution
2. Council Presentation - Resolution 3192 North Star Funding Allocation

RESOLUTION NO. 3192

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES SETTING ASIDE A PORTION OF OPIOID SETTLEMENT FUNDS TO SUPPORT COLLABORATIVE, DATA-INFORMED STRATEGIES DEVELOPED THROUGH THE NORTH STAR INITIATIVE.

WHEREAS, the City of Anacortes recognizes that the opioid epidemic has caused devastating and long-lasting harm to individuals, families, and communities across Skagit County and the State of Washington; and

WHEREAS, opioid settlement funds are the result of national and state legal settlements with companies that fueled the opioid public health crisis, and these funds are intended to support remediation, prevention, and recovery efforts that address opioid use disorder and its impacts; and

WHEREAS, the City of Anacortes shares a commitment to ensuring that these funds are invested strategically and collaboratively to maximize impact and improve community well-being; and

WHEREAS, the North Star Leadership Team, comprised of representatives from Skagit County, Anacortes, Burlington, Mount Vernon and Sedro-Woolley, has committed to working together to develop strategies and gather information that will help inform local decision-makers and support coordinated, data-informed actions that reflect the needs of the people they serve; and

WHEREAS, the parties recognize that a joint and cooperative undertaking to coordinate services, pool resources, and connect fragmented systems across jurisdictions improves the delivery of services, enhances outcomes, and increases overall impact; and

WHEREAS, the City of Anacortes desires to demonstrate its support for this coordinated regional approach by designating a portion of its opioid settlement allocation to align with shared priorities identified through the North Star Initiative; and

WHEREAS, the City Council finds it to be in the best interest of the community to establish an agreement with Skagit County to advance shared priorities and strengthen collective efforts to address the opioid crisis;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anacortes, Washington, that an agreement between Skagit County and the City of Anacortes be established to set aside and apply \$250,000 of the City's opioid settlement funding to support the STAR Center, consistent with state and settlement requirements.

**INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF ANACORTES on this 1st day of December 2025.**

MATTHEW C. MILLER, MAYOR

Approved as to form:

Darcy Swetnam, WSBA #40530
City Attorney

Attest:

Steven D. Hoglund, City Clerk Treasurer

RESOLUTION 3192: NORTH STAR FUNDING

December 1, 2025

RESOLUTION PROVISIONS

Articulates the City's support for the North Star initiative

Allocates \$250,000 of opioid funding to the Star Center

Requires an agreement between Skagit County and the City



City Council Agenda Bill

Meeting Date: December 1, 2025 **Agenda Item:** 6.e.

Agenda Item Title: Interlocal Agreement #25-287-LEG-001 for the Formalization of the North Star Collaborative

Staff Contact(s): Darcy Swetnam

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

Item Summary: City staff seeks approval to execute Interlocal Cooperative Agreement #25-287-LEG-001 with Skagit County, City of Mount Vernon, City of Burlington, and City of Sedro-Woolley for the Formalization of the North Star Collaborative. This Interlocal is to coordinate with the County and other cities in the County to develop the North Star program to address homelessness, housing instability, and behavioral health challenges.

Budget Impact:

Previous Action:

Recommended Motion: I move that City Council authorize the Mayor to execute Interlocal Cooperative Agreement #25-287-LEG-001 between the City of Anacortes and Skagit County, City of Mount Vernon, City of Burlington, and City of Sedro-Woolley for the Formalization of the North Star Collaborative.

Alternative Actions: Not approve the interlocal.

Attachments (listed in order presented):

1. 25-287-LEG-001
2. Council Presentation - Interlocal Agreement #25-287-LEG-001

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MOUNT VERNON, THE CITY OF ANACORTES, THE CITY OF BURLINGTON, THE CITY OF SEDRO-WOOLLEY AND SKAGIT COUNTY FORMALIZING THE NORTH STAR COLLABORATIVE

This Agreement is made and entered into pursuant to the authority provided to each party by state law including but not limited to Chapter 39.34 RCW (Interlocal Cooperation Act), between the City of Mount Vernon, a municipal corporation of the State of Washington; the City of Anacortes, a municipal corporation of the State of Washington; the City of Burlington, a municipal corporation of the State of Washington; the City of Sedro-Woolley, a municipal corporation of the State of Washington; and Skagit County, a political subdivision of the State of Washington; collectively referred to as “the Parties”.

RECITALS

WHEREAS homelessness, housing instability, and behavioral health challenges have long impacted Skagit County; and

WHEREAS in July 2022, the Skagit County Commissioners and the Mayors of Anacortes, Burlington, Mount Vernon, and Sedro-Woolley signed the “*Skagit County North Star Project Call to Action*” (Exhibit A), committing to a collaborative public-private partnership to evaluate and improve systems of care; and

WHEREAS since July 2022, these elected officials have worked together informally as the North Star Leadership Team, and in partnership with City Councils, acting on behalf of all Skagit County residents; and

WHEREAS the North Star Leadership Team adopted the “*Vital Conditions for Health and Well-Being*” as a shared planning framework and committed to using data-driven strategies to improve outcomes for residents; and

WHEREAS the North Star Leadership Team is committed to working together to develop strategies and gather information to help inform their legislative authorities and support coordinated, data-informed decisions that reflect the needs of the people they serve; and

WHEREAS RCW 39.34.030(4) allows for the creation of joint boards to administer collaborative efforts, provided that all participating public agencies are represented and no separate legal entity is formed; and

WHEREAS the Parties recognize that a joint and cooperative undertaking to coordinate services, pool resources, and connect fragmented systems across jurisdictions improves the delivery of services, enhances outcomes, and has more impact; and

WHEREAS formalizing the Parties’ participation as North Star will enhance our ability to collectively address homelessness, housing instability, and behavioral health challenges – complex issues that affect all our communities;

NOW, THEREFORE, the Parties agree as follows:

I. PURPOSE:

The purpose of this Agreement is to establish a strategic framework for regional collaboration among the Parties to address homelessness, housing instability, and behavioral health challenges, including mental health and substance use disorders. This framework supports a coordinated, systems-level approach focused on measurable outcomes, transparent reporting, shared data, aligned policy, and coordinated investments.

The Parties acknowledge that solving homelessness, housing instability, and behavioral health issues in our communities requires strong, engaged **leadership** from all levels of government.

II. VISION:

We envision a Skagit County where:

1. No one in our communities has to live in their car or on the street, and everyone has access to safe, stable housing.
2. Everyone has access to timely, effective, and coordinated behavioral health services, including prevention, crisis outreach, response, intervention, treatment, and long-term recovery support services.
3. Key partners and the community know about North Star and are engaged in fulfilling the vision.

III. OBJECTIVES:

To achieve this vision, the Parties will implement the following objectives:

1. Reduce unsheltered and chronic homelessness by facilitating affordable housing and using evidence-based solutions.
2. Improve coordination across jurisdictions between housing and behavioral health systems.
3. Prioritize prevention alongside urgent services, such as crisis response and stabilization.
4. Coordinate inter-jurisdictional work to ensure crises are addressed effectively, humanely, and with dignity.
5. Build a recovery-oriented community that balances urgent needs with early, cost-effective prevention, long-term support and strong community connection.
6. Coordinate local policies and resources to maximize collective impact.
7. Strengthen joint legislative advocacy at the state and federal levels.
8. Use data to track progress, ensure ongoing improvement and promote transparency.
9. Include the voices of people with lived experience in program development, implementation, and evaluation.

IV. COMMITMENT AND SCOPE OF WORK:

The Parties agree to:

1. Align strategies, local policies, funding priorities, and resources across systems and agencies to support common interests and maximize impact whenever practical and feasible.
2. Collaborate on regional strategies, policy recommendations, legislative asks, funding

requests and advocacy whenever practical and feasible.

3. Coordinate planning and service delivery across areas such as housing, land use regulations, comprehensive plans, co-response programs, and recovery support services.
4. Promote a recovery-oriented system of care that supports long-term recovery beyond acute treatment, addressing the needs of all age groups, including youth, young adults, families and older adults.
5. Coordinate investments in prevention and long-term support where the investments make the most impact and lead to meaningful outcomes. Ensure a balance between prevention, urgent services, early support, and transition services.
6. Implement shared data systems, common measures, and public dashboards to support informed decision-making, accountability, and ongoing improvement.
7. Promote transparency through inclusive decision-making and regular reporting. Develop an annual report that highlights accomplishments, challenges, and future priorities, and acknowledges the Parties' opt-out provisions.

V. GOVERNANCE STRUCTURE:

The governance shall be through the Leadership Team, providing strategic direction and collaborative oversight for this initiative. The Leadership Team is composed of the mayors of the four cities and the county commissioners (one County Commissioner will be appointed to serve).

1. Each voting member of the Leadership Team will appoint one Alternate. Alternates may vote only in the event of the voting member's unavailability.
2. The Leadership Team may establish workgroups or advisory bodies to ensure that individuals, professionals, people with lived experience, or entities with relevant subject matter expertise contribute knowledge and ideas.
3. Recommendations will be made by consensus. If, after good faith efforts, a consensus cannot be reached on a decision, any Party may formally object, thereby exercising its right to veto the proposed action. If a Party is absent with notice, a minimum of three members must be present to proceed.
4. The Leadership Team may adopt bylaws to guide its operations.

VI. NON-DELEGATION:

This Agreement does not create a separate legal entity or delegate any decision-making authority of the Parties. The North Star Collaborative is purely advisory. **All funding, policy, and contractual decisions remain solely with each party's legislative authority.**

VII. TERM & TERMINATION:

This Agreement takes effect upon the last Party's signature and remains in effect until terminated by written agreement of three or more Parties, or automatically after three years of inactivity. Any Party may withdraw with 30 days' written notice.

VIII. 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. There is no financing provided for the operation of the Leadership Team and no budget provided by this Agreement.

IX. 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 party harmless from any such liability. It is further provided that no liability shall attach to any party by reason of entering into this Agreement except as expressly provided herein.

X. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:

The Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

XI. 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.

XII. 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.

XIII. COUNTERPARTS:

This Agreement may be executed in counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

XIV. MISCELLANEOUS:

1. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in Skagit County, Washington.
2. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth on each signature page.

Dated: this _____

APPROVED:

CITY OF ANACORTES

Matt Miller, Mayor

Approved as to Form:

Attest:

Darcy Swetnam, City Attorney

Steven D. Hoglund, City Clerk

Dated: this ____ day of _____, 2025

APPROVED:

CITY OF BURLINGTON

Bill Aslett, Mayor

Approved as to Form:

Attest:

_____, City Attorney

_____, City Clerk

Dated: this ____ day of _____, 2025

APPROVED:

CITY OF MOUNT VERNON

Peter Donovan, Mayor

Approved as to Form:

Attest:

_____, City Attorney

_____, City Clerk

Dated: this ____ day of _____, 2025

APPROVED:

CITY OF SEDRO-WOOLLEY

Julia Johnson, Mayor

Approved as to Form:

Attest:

Nikki Thompson, City Attorney

Kelly Kohnken, City Clerk

DATED this ____ day of _____, 2025

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

Lisa Janicki, Chair

Ron Wesen, Commissioner

Attest:

Peter Browning, Commissioner

Clerk of the Board

County Administrator

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

INTERLOCAL ON FORMATION OF NORTH STAR COLLABORATIVE

December 1, 2025

INTERLOCAL PROVISIONS

Between the County, Anacortes, Mount Vernon, Sedro-Woolley, and Burlington

Articulates purpose, vision, and objectives of North Star collaborative to address homelessness, housing instability, and behavioral health challenges, including mental health and substance use disorders

Creates Leadership Team - City Mayors and one County Commissioner that makes decisions by consensus