

**** Per Governor's emergency [Proclamation 20-28](#) et seq., agencies are required to meet completely remotely without providing for a physical location.**

**** Per Section 3 of Anacortes [Resolution 2082](#) Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic, adopted by the Anacortes City Council on March 16, 2020, and [Resolution 3025](#), adopted March 22, 2021, extending the duration of Resolution 2082 through June 30, 2021, all in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held telephonically regardless of whether the City has the capability of video recording meetings.**

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

**** This meeting will be held electronically only ****

June 21, 2021
6:00 PM

PRELIMINARY AGENDA

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

- 1. Call to Order**
- 2. Announcements and Committee Reports**
 - a. COVID-19 Update (Discussion)
 - b. Housing Affordability and Community Services Committee (Discussion)
 - c. Public Works Committee (Discussion)
- 3. Public Comment**
- 4. Consent Agenda**
 - a. Minutes of June 14, 2021 (Action)
 - b. Approval of claims in the amount of \$881,141.87 (Action)
 - c. Street Fair Application: 4th of July Town Photo and Parade (Action)
 - d. Fourth Amendment to the Jail Facility Use Agreement (Action)
- 5. Other Business**
 - a. * Resolution 3038: Extending the Duration of Resolution 2082 Providing Temporary Procedures to Respond to the COVID-19 Epidemic (Discussion/Action)
 - b. * Access Anacortes Fiber Internet Update (Discussion)
 - c. * Thompson Train Static Display Plan (Discussion/Possible Action)

Per Resolution 2044, citizens wishing to comment on items not on the agenda may do so under the Public Comment portion of the agenda. Citizens wishing to comment on agenda items indicated with an asterisk (*) may do so as those items are considered by Council during the course of the meeting.

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.

- d. * Resolution 3039: Authorizing the Purchase of Storage Box for Emergency Safety Equipment Containment, and Waiving the Competitive Bidding Requirement due to Special Market Conditions, Pursuant to RCW 39.04.280 (Discussion/Action)
- 6. **Executive Session**
 - a. Potential Litigation or Litigation per RCW 42.30.110(1)(i) (30 minutes) (Discussion)
- 7. **Adjournment**

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Anacortes City Council Minutes - June 14, 2021

Call to Order

Mayor Laurie Gere called to order the Anacortes City Council meeting of June 14, 2021 at 6:00 p.m. Councilmembers Ryan Walters, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall and Matt Miller all participated in the meeting in absentia via video conference. Councilmembers Jeremy Carter and Anthony Young were absent.

Ms. Cleland-McGrath moved, seconded by Mr. Miller, to excuse the absence of Councilmember Anthony Young. The motion carried unanimously by voice vote. Councilmember Jeremy Carter had been excused in advance at the May 24, 2021 regular City Council meeting.

Announcements and Committee Reports

COVID-19 Update: Mayor Gere announced that City Hall had reopened for half days 9-1 daily until July 6, at which point City Hall would be open on a regular 8-5 schedule Monday through Friday. The mayor shared current case statistics and vaccination progress for Anacortes, Skagit County, Washington State, and the nation.

Finance Committee: Mr. McDougall reported from the Committee meeting held the previous Wednesday. The topics discussed included Resolution 3037 which would appear later on the evening's agenda and a potential extension of the emergency City Council procedures for COVID-19 which would be discussed at the June 21, 2021 regular City Council meeting.

Planning Committee: Mr. Walters reported from the Committee meeting held earlier in the evening. The topics discussed included the Critical Areas regulations that would be addressed later on the agenda and then the pressing need for childcare in Anacortes.

Public Comment

No one present wished to address the Council on any topic not already on the agenda.

Consent Agenda

MATT MILLER moved, seconded by BRUCE MCDOUGALL, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.

- a. Minutes of June 7, 2021
- b. Approval of claims in the amount of \$537,657.13
The following vouchers/checks were approved for payment:
EFT numbers: 100315 through 100366, total \$411,408.07
Check numbers: 100367 through 100383, total \$103,316.50
Wire transfer numbers: 285380 through 285677, total \$22,932.56
- c. Contract Award: Anacortes Street Repair 2021 #21-126-TRN-001

OTHER BUSINESS

Friends of Skagit Beaches Citizen Science Outfall Monitoring Program

Stormwater Program Manager Diane Hennebert introduced Wayne Huseby and Tim Gohrke from Friends of Skagit Beaches to present the Anacortes Stormwater Management Project. The presenter slides were added to the packet materials for the meeting. Ms. Hennebert explained how this innovative citizen science program

helped the City achieve no fewer than five requirements of its NPDES permit. The presenters invited the public to follow posted sampling results at the project website.

Ordinance 3064: Critical Area Regulations Draft 3

Senior Planner Tess Cooper presented Draft 3, version 2 of the critical area regulations, which reflected the changes to Draft 3 that had been requested by City Council during its review of the document on April 19, May 3, May 10, and June 7. Ms. Cooper's presentation had been included in the packet materials for the meeting. Ms. Cooper noted additional changes requested by councilmembers and confirmed that any additional public comment periods for changes of that magnitude would be duly advertised.

Resolution 3037: Waiving Competitive Bidding for 271 Multi-port Service Terminals (MSTs)

Fiber Manager Jim Lemberg presented Resolution 3037 to waive the bidding requirements for the purchase of 271 Multi-port Service Terminals (MSTs) for the City's Access Fiber Project from Millennium. Mr. Lemberg summarized the special market conditions requiring this action, referring to the packet materials for the agenda item.

RYAN WALTERS moved, seconded by BRUCE MCDOUGALL, to approve Resolution 3037 authorizing the purchase of 271 Multi-port Service Terminals (MSTs) for the City's Access Fiber Project from Millennium, and waiving the competitive bidding requirement due to special market conditions. Vote: Ayes - RYAN WALTERS, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, MATT MILLER. Nays - None. Result: Passed

Adjournment

There being no further business, at approximately 7:45 p.m. the Anacortes City Council meeting of June 14, 2021 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the June 21, 2021 City Council meeting:
[Download this file in OpenDocument spreadsheet format.](#)

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
285758	11/30/2020	201272	NAPA	JB WELD	\$ 7.28	dshop
285755	2/2/2021	P14648-09	SONSRAY MACHINERY, LLC	LINE, ORING, VEH #408	\$ 88.70	dshop
280770	2/22/2021	WABUR224485	FASTENAL COMPANY	DANGER DIESEL FUEL SIGNS	\$ 30.69	dwtpt
285760	2/24/2021	209959	NAPA	FUSE #415	\$ 2.84	dshop
285757	3/2/2021	210612	NAPA	FUEL FILTER #422	\$ 10.29	dshop
285759	3/2/2021	210604	NAPA	OIL FILTER #422	\$ 5.91	dshop
281360	3/3/2021	27404	WESTERN SYSTEMS REFUSE &	REAR BRACKET, HUB & SPINDLE ASSEMBLY- #552	\$ 1,254.17	dshop
285987	4/1/2021	5979-9	SEMRAU ENGINEERING & SURVEYING	DEPOT PLAZA RESTROOM - ENGINEERING - 2/1/21-3/31/21	\$ 3,115.00	parks1
285826	4/5/2021	01480	ANCHOR QEA, LLC	A AVENUE LANDFILL FEB. INV. MATTER #200	\$ 1,004.50	legal
285828	4/19/2021	01653	ANCHOR QEA, LLC	A AVENUE LANDFILL MARCH INV. MATTER #200	\$ 7,201.87	legal
284455	4/30/2021	33194	WESTERN SYSTEMS REFUSE &	GRIP RELIEF CTG CURROTTO	\$ 198.16	dshop
285768	4/30/2021	164	WIDENER & ASSOCIATES	WWTP OUTFALL PERMITTING SERVICES - APRIL 2021	\$ 20,917.80	pw1
285769	4/30/2021	163	WIDENER & ASSOCIATES	WHISTLE LAKE DAM ASSESSMENT - APR 2021	\$ 9,274.68	pw1
285993	4/30/2021	161	WIDENER & ASSOCIATES	COMBINED SEWER OVERFLOW PUMP STATION - ENVIRO/PERMITTING ASSISTANCE - APRIL 2021	\$ 1,363.20	pw1
285827	5/19/2021	1071	NORTHWEST COLORS INC.	CITY HALL EXTERIOR TRIM PAINTING	\$ 5,440.00	pwfac
285825	5/20/2021	105801	VECA ELECTRIC & TECHNOLOGIES	ELECTRICAL REPAIR FOR OPS/PARKS	\$ 10,677.21	pwfac
285970	5/25/2021	281029184	ALFA LAVAL INC	MAINTENANCE SUPPLIES - INCINERATOR	\$ 5,256.07	dwwtp
285350	5/25/2021	221666	NAPA	FUEL PUMP FILTER	\$ 6.67	dshop
285870	5/25/2021	280288	U.S. MOWER	SWING CYLINDER- #5901	\$ 1,032.83	dshop
285969	5/26/2021	5006319354	FERRELLGAS, LP	MAY PROPANE INVOICE - AUTOGAS ACCOUNT	\$ 290.49	finance
285986	5/26/2021	003FPD0521	MILLIMAN INC	FF PENSION FUND - GASB 67 & 68	\$ 3,400.00	finance
285373	5/26/2021	12770950	PAPE MACHINERY INC.	BALL JOINTS #709	\$ 87.56	dshop
285822	5/27/2021	301965	BAY CITY SUPPLY	RECYCLE LINERS FOR PARKS	\$ 363.33	pwfac
285383	5/27/2021	220015149234	PUGET SOUND ENERGY INC	8147 S MARCHS POINT RD # ST LIGHT 4/29- 5/27/21	\$ 27.94	dshop
285996	5/27/2021	P1712-11	QCC QUALITY CONTROLS CORP.	TELEMETRY UPGRADES PHASE C - ITEM 39	\$ 15,007.87	dwwtp
286002	5/27/2021	P0001-52	QCC QUALITY CONTROLS CORP.	ON CALL PROFESSIONAL SERVICES AT WWTP - APRIL 2021	\$ 495.00	dwwtp

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
285376	5/27/2021	0269501-IN	REISNER DISTRIBUTOR INC	DEF FLUID- SHOP	\$ 282.39	dshop
285381	5/28/2021	ReimbDowe	DOWE, BRANDON	WORK BOOTS, BRANDON DOWE	\$ 175.18	dshop
285767	5/28/2021	000017092-4	H W LOCHNER INC	PROFESSIONAL SERVICES: 5/1-5/28/21	\$ 66,964.56	pw1
285761	5/28/2021	12478855	HACH COMPANY	TRAINING CHLORINE ANALYSIS	\$ 880.00	wdist
285763	5/28/2021	12478856	HACH COMPANY	CHLORINE ANALYSIS	\$ 440.00	wdist
285375	5/28/2021	MTB4258	MOTOR TRUCKS, INC	SERVICE/REPAIRS- #221	\$ 21,661.42	dshop
285349	5/28/2021	222072	NAPA	NAPA OIL FILTER	\$ 18.82	dshop
285369	5/28/2021	222075	NAPA	PLUGS- #030	\$ 8.05	dshop
285370	5/28/2021	222074	NAPA	PLUGS- #030	\$ 8.05	dshop
285431	5/28/2021	360-299-3674-0214175	ZIPLY FIBER	OPERATIONS: 05/28- 06/27/21	\$ 75.84	dshop
285820	5/31/2021	63948578	150-PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL	\$ 881.22	dwwtp
285835	5/31/2021	344	BUBBA SUDZ CAR WASH, INC.	MAY CAR WASHES- 13	\$ 130.01	dshop
285863	5/31/2021	191841	INFOSEND, INC.	MAY 2021 PROCESSING	\$ 3,303.43	finance
285866	5/31/2021	40048	JET CITY TRUCKING & AGGREGATE	SAND- WATER STOCK	\$ 142.13	wdist
285897	5/31/2021	3093283336	LEXISNEXIS	LEXIS NEXUS LEGAL RESEARCH MAY 2021	\$ 323.14	legal
285989	5/31/2021	IN941012	NOANET	MUNICIPAL FIBER NETWORK COORDINATED SERVICES - MAY 2021	\$ 4,705.39	fiber
285981	5/31/2021	1740	SKAGIT CONSERVATION DISTRICT	NPDES GRANT BILLING FOR MAY 2021	\$ 2,459.57	pw1
285831	5/31/2021	0173	SKAGIT COUNTY SOLID WASTE FUND	MAY TONNAGE HAULED	\$ 74,861.59	dshop
285914	5/31/2021	186	WIDENER & ASSOCIATES	WHISTLE LAKE DAM ASSESSMENT - ENVIRONMENTAL SERVICES	\$ 1,161.60	pw1
285994	5/31/2021	225	WIDENER & ASSOCIATES	WWTP OUTFALL PERMITTING SERVICES - MAY 2021	\$ 18,670.80	pw1
285773	6/1/2021	052-0010-00	CITY OF ANACORTES	OPS 6/1- 6/30/2021	\$ 1,417.31	dshop
285878	6/1/2021	05/05/2021	ECONOWASH LAUNDRY&CLEANERS	UNIFORM CLEANING 4/25-05/25/21	\$ 33.46	apd
285480	6/1/2021	812-17355	GCR TIRES & SERVICES	TIRES- #100	\$ 1,249.41	dshop
285877	6/1/2021	APD	ISLAND HOSPITAL	PRE-EMPLOYMENT MEDICAL 05/01-05/31/21	\$ 29.00	apd
285435	6/1/2021	857537	KARMART	HANDLE PARKING BRAKE- #204	\$ 57.49	dshop
286010	6/1/2021	18217292	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 153.32	medic
285829	6/1/2021	52669	MT BAKER OVERHEAD DOORS INC	CITY GARAGE DOOR MAINTENANCE AND REPAIR	\$ 1,496.00	pwfac
285430	6/1/2021	222435	NAPA	BATTERY #866	\$ 104.39	dshop
284872	6/1/2021	0010287	OWEN EQUIPMENT COMPANY	SPECTEC 3/4 - 16	\$ 268.25	dshop
285424	6/1/2021	12782140	PAPE MACHINERY INC.	V-BELT, SPINDLE- #710	\$ 344.77	dshop
285382	6/1/2021	300000325005	PUGET SOUND ENERGY INC	17TH ST, Q & COM'L, 38TH ST ST LIGHT 4/7-5/6/21	\$ 78.88	dshop
285384	6/1/2021	220025931985	PUGET SOUND ENERGY INC	CHERRY LN & ORCHARD AVE # ST LIGHTS 5/1-6/1/21	\$ 7.52	dshop
285426	6/1/2021	300000340004	PUGET SOUND ENERGY INC	STREET LIGHTS: 04/29- 05/27/21	\$ 79.78	dshop

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285427	6/1/2021	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 04/01- 04/30/21	\$ 12,633.70	dshop
285428	6/1/2021	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 04/29- 05/27/21	\$ 382.71	dshop
285972	6/1/2021	386000156	US BANK NA - CUSTODY TREAS DIV	INVESTMENT FEES 5/1-5/31/21	\$ 42.00	finance
285862	6/1/2021	1393536-0043-8	WASTE MANAGEMENT	MAY 2021 CONTRACTED SERVICES	\$ 118,010.12	finance
285880	6/2/2021	201135345	CRIMINAL JUSTICE TRAINING	TRAINING; FIREARMS HANDGUN INSTRUCTOR LEVEL 1: KELLINGTON	\$ 900.00	apd
285429	6/2/2021	222535	NAPA	BRAKE PADS & ROTORS- #151	\$ 265.96	dshop
285478	6/2/2021	0256563	SIRENNET.COM	SPEAKER- #042	\$ 183.88	dshop
285479	6/2/2021	0256564	SIRENNET.COM	SPEAKER #044	\$ 183.88	dshop
286001	6/2/2021	1607	THE CLEAN TEAM	JANITORIAL SERVICES - MAY 2021	\$ 3,750.00	pw1
285861	6/3/2021	302335	BAY CITY SUPPLY	FACILITY SUPPLIES	\$ 71.64	pwfac
285901	6/3/2021	8498 30 030 0111230	COMCAST	WTP 14489 RIVER BEND RD. - 6/19-7/18/21	\$ 241.04	finance
285476	6/3/2021	026P21080	DOBBS PETERBILT - MARYSVILLE	BRAKE DRUMS, SHOE KIT- #511	\$ 823.49	dshop
285481	6/3/2021	MV255395	MOTOR TRUCKS, INC	BACKPACK TOOL BOX- #196	\$ 3,138.88	dshop
285434	6/3/2021	222702	NAPA	LIGHTS- #027	\$ 61.18	dshop
285475	6/3/2021	12786554	PAPE MACHINERY INC.	V-BELT- #711	\$ 168.41	dshop
285982	6/3/2021	873	SKAGIT SHOOTING RANGE, LLC	USE OF RANGE FOR NEW OFC QUAL; MELTON	\$ 32.55	apd
285992	6/4/2021	1200353362	HDR ENGINEERING, INC	WASTEWATER TREATMENT PLANT OUTFALL - DESIGN - 4/25/21-5/22/21	\$ 170,440.31	pw1
285997	6/4/2021	53257810	INGRAM LIBRARY SERVICES, LLC	ADULT BOOKS	\$ 484.88	publib
285915	6/4/2021	06042021	SCOTT MILO GALLERY/FRAMEMAKER	DEPT HEAD FRAME	\$ 104.03	executive
285983	6/4/2021	553738376	SIGMA-ALDRICH, INC.	LAB PROFICIENCY TESTING SUPPLIES	\$ 236.75	dwtpt
285909	6/5/2021	11738	BLADE CHEVROLET, INC	CHEVY SILVERADO, ERR 196	\$ 58,299.11	dshop
285875	6/7/2021	0607	FIDALGO CLEANING	APD CLEANING & SUPPLIES 67/-6/20/21	\$ 800.00	apd
285984	6/7/2021	753160	HASA, INC	SODIUM HYPOCHLORITE	\$ 3,819.20	dwtpt
286011	6/7/2021	18240126	MCKESSON MEDICAL-SURGICAL	PHARMACEUTICALS	\$ 167.53	medic
285756	6/7/2021	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION 501 Q AVE	\$ 83.43	dshop
285762	6/7/2021	220021901958	PUGET SOUND ENERGY INC	SKYLINE TSUNAMI WARNING 5/6-6/4/21	\$ 11.08	dwwtp
285818	6/7/2021	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 5/6-6/4/21	\$ 27.44	plan
285879	6/7/2021	220013286491	PUGET SOUND ENERGY INC	APD 5/6-6/4/21	\$ 1,526.88	apd
285985	6/8/2021	809428	CASCADE COLUMBIA DISTRIBUTION	MURIATIC ACID, SYPHON PUMP	\$ 188.50	dwtpt
285978	6/8/2021	233406	CONTROL FACTORS-SEATTLE INC	MAINTENANCE SUPPLIES	\$ 468.82	dwwtp
285823	6/8/2021	WABUR226527	FASTENAL COMPANY	RESPIRATOR FILTERS, TYVEK SUITS, SAFETY GLASSES	\$ 319.58	dwtpt
285971	6/8/2021	0990352	FERGUSON ENTERPRISES, INC	M520M-F1-3W-X-E-MI 1 P 15 YR PRORATIONS	\$ 318.50	wdist
285772	6/8/2021	812-17538	GCR TIRES & SERVICES	TIRES #514	\$ 288.32	dshop
286003	6/8/2021	9321834249	GRAYBAR ELECTRIC COMPANY, INC	VAULTS FOR FIBER EXPANSION	\$ 2,688.48	fiber
286006	6/8/2021	9321847883	GRAYBAR ELECTRIC COMPANY, INC	MSTS FOR FIBER EXPANSION	\$ 28,389.13	fiber

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286009	6/8/2021	9321834248	GRAYBAR ELECTRIC COMPANY, INC	CONDUIT FOR FIBER EXPANSION	\$ 15,578.20	fiber
285834	6/8/2021	MV255601	MOTOR TRUCKS, INC	BRAKE DRUMS- #514	\$ 1,042.35	dshop
285868	6/8/2021	223425	NAPA	FUSES- #138	\$ 26.56	dshop
285869	6/8/2021	12779718	PAPE MACHINERY INC.	BELT- #711	\$ 211.97	dshop
285819	6/8/2021	220022355618	PUGET SOUND ENERGY INC	TSUNAMI WARNING SIREN 500 T AVE 5/7-6/7/21	\$ 11.08	dwwtp
285821	6/8/2021	220013297076	PUGET SOUND ENERGY INC	1100 STATE ROUTE 20 5/7-6/7/21	\$ 18.21	plan
285833	6/8/2021	220013297498	PUGET SOUND ENERGY INC	CASINO DR UNDER TWIN BRIDGE 5/7 - 6/7/21	\$ 58.72	wdist
285883	6/8/2021	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 5/7-6/7/21	\$ 1,631.53	publib
285912	6/8/2021	946	WASHINGTON ASSOCIATION OF	PUB DEF WACDL DUES R. JONES	\$ 160.00	court
285832	6/8/2021	15136	WASHINGTON CITIES INSURANCE	FOUNDATIONS OF IMPLICIT BIAS - NO SHOW	\$ 100.00	pw1
285766	6/8/2021	21000663	WASHINGTON STATE PATROL	BACKGROUND CHECKS-MUSEUM	\$ 22.00	museum
285876	6/8/2021	I21000249	WASHINGTON STATE PATROL	BACKGROUND CHECKS MAY 2021	\$ 318.00	apd
285824	6/9/2021	02630	ANCHOR QEA, LLC	A AVENUE LANDFILL MAY -MATTER NO. 200	\$ 4,450.50	legal
285770	6/9/2021	INV2312411	COPIERS NORTHWEST, INC	CANON/IRC5560I FINANCE/OPS/WWTP 5/8-6/7/21	\$ 393.26	finance
285871	6/9/2021	026P21263	DOBBS PETERBILT - MARYSVILLE	BRAKE DRUM- #514	\$ 622.14	dshop
285873	6/9/2021	018553211	GALLS, LLC.	UNIFORM SHIRT; OFC DILLS	\$ 57.83	apd
285903	6/9/2021	12492705	HACH COMPANY	CL17 MAINT KITS X 14	\$ 3,844.55	dwwtp
285836	6/9/2021	223492	NAPA	HOOK MOUNT, CLIP #194	\$ 112.89	dshop
285837	6/9/2021	223516	NAPA	OIL DRY- SHOP	\$ 73.70	dshop
285867	6/9/2021	223508	NAPA	FUSE- #138	\$ 9.77	dshop
286007	6/9/2021	1039269	NORTHEND TRUCK EQUIPMENT INC	SNOW PLOW PURCHASE	\$ 14,952.87	pw1
285918	6/9/2021	2021-0950	THE WATERSHED COMPANY	ENVIRONMENTAL CONSULTING SERVICES: MAY 2021	\$ 520.00	plan
286012	6/9/2021	210636	T-SHIRTS BY DESIGN	UNIFORM ORDER FOR NEW RECRUIT	\$ 416.70	medic
285898	6/9/2021	331 0579353	UNIFIRST CORPORATION	WTP LAUNDRY SERVICE	\$ 83.64	dwwtp
285899	6/10/2021	93136491	CHEMTRADE CHEMICALS US LLC	ALUMINUM SULFATE	\$ 5,252.16	dwwtp
285975	6/10/2021	WAANA134511	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 56.26	dwwtp
286016	6/10/2021	93314	OVERHEAD DOOR CO	UPDATE RECEIVERS, REPAIR DOOR HINGE	\$ 1,921.10	medic
285911	6/10/2021	300000300008	PUGET SOUND ENERGY INC	PUMP STATIONS 5/6-6/4/21	\$ 3,286.48	dwwtp
286014	6/10/2021	300000290019	PUGET SOUND ENERGY INC	ALL STATIONS 5/5- 6/4/21	\$ 924.70	medic
285902	6/10/2021	630532	USA BLUE BOOK	D-CHOR TABS, GRANULES NEUTRAL	\$ 755.40	dwwtp
285860	6/10/2021	113783	WALTON BEVERAGE COMPANY, INC	CITY HALL BREAK ROOM SUPPLIES	\$ 308.50	finance
285865	6/10/2021	113784	WALTON BEVERAGE COMPANY, INC	OPS BREAKROOM SUPPLIES	\$ 84.25	dshop
286005	6/10/2021	113782	WALTON BEVERAGE COMPANY, INC	APD BREAKROOM SUPPLIES	\$ 147.75	medic
286004	6/10/2021	WAFLI90350621	ZIPLY FIBER	POLE ATTACHMENT MAKE-READY	\$ 200.00	fiber

Invoice Doc #	Transaction Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
285968	6/11/2021	8498 30 017 0464628	COMCAST	WA PARK INTERNET 6/21-7/20/21	\$ 106.16	finance
285906	6/11/2021	WAANA134551	FASTENAL COMPANY	COVERALLS- MIKE H	\$ 63.08	wdist
285917	6/11/2021	300000290027	PUGET SOUND ENERGY INC	WTP RESERVOIR & PUMP STATION 5/6-6/4/21	\$ 4,627.39	dwtpt
285910	6/11/2021	105074143	RICOH USA, INC	S/N C32029555 CITY HALL COPIER 3RD 6/1-6/30/21	\$ 378.35	finance
285905	6/11/2021	0256733	SIRENNET.COM	POWER AIRHORN & PA MICROPHONE- #044	\$ 199.75	dshop
285995	6/11/2021	299	SKAGIT PUBLIC UTILITY	MUTUAL ASSISTANCE ON PROJECTS	\$ 5,565.35	pw1
286008	6/12/2021	6490858	CARDINAL HEALTH 110, INC.	PHARMACEUTICALS	\$ 32.09	medic
285990	6/14/2021	Pay App 1	ALWAYS ACTIVE SERVICES LLC	2021 PEDESTRIAN IMPROVEMENTS PROJECT	\$ 22,270.23	pw1
285919	6/14/2021	02719	ANCHOR QEA, LLC	WTP CLEANUP/DEMO MATTER NO. 96	\$ 86,496.01	legal
286015	6/15/2021	804863	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCE	\$ 66.15	medic
285999	6/15/2021	P2021-NT-1	QCC QUALITY CONTROLS CORP.	SECONDARY PROCESS VFD PANEL REPLACEMENT	\$ 5,100.00	dwwtp

Total **\$881,141.87**



City Council Agenda Bill

Meeting Date: June 21, 2021

Agenda Item: 4.c.

Agenda Item Title: Street Fair Application: 4th of July Town Photo and Parade

Staff Contact(s): DON MEASAMER, JONN LUNSFORD

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

Joann Stewart

Motion

Item Summary: Approve closure of Commercial Avenue between 3rd and 10th Streets, 10th Street between Commercial and N Avenue for completion of the parade route. A portion of 3rd Street for parade staging between O Ave and Commercial will be closed. Streets will be closed between 9 a.m. and 1 p.m.

Budget Impact:

No Impact on Budget

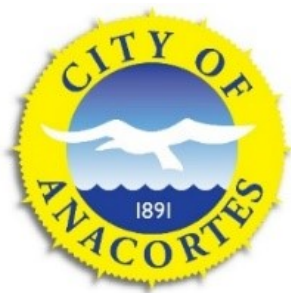
Previous Action: Application routed to Department Heads and approved prior to City Council review; annual approval for a patriotic event celebrating America's Independence.

Recommended Motion: I move to approve the proposed street fair application as submitted.

Alternative Actions: Deny request.

Attachments (listed in order presented):

1. 4th of July Application
2. July 4 parade map



Street Fair Application Processing

Administrator reviews the application for completeness. Administrator contacts the applicant to obtain any missing information and updates the application accordingly, including a legible copy of the Indemnification Agreement if that was not provided. It is recommended that the Administrator also verify that the applicant has entered phone and email correctly! Administrator then sets the target City Council date and routes the application for review by department heads.

View Anacortes Municipal Code [Chapter 7.04, Special Events](#)

Application

Application Date *

6/11/2021

Event Name *

4th of July Parade

Mailing Address *

P.O. Box 547

Event Contact Email *

jonnl@cityofanacortes.org

Event Website

Anacorteswa.gov

Event Description *

Town photo, patriotic program and parade

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

Applicant/Organization Name *

City of Anacortes

Event Contact Person *

Jon Lunsford

Event Contact Phone *

(360) 293-1918

Estimated Number of Participants/Attendees *

4500

Date Event Starts *

7/4/2021

Time Event Starts *

9:00:00 AM

Date Event Ends *

7/4/2021

Time Event Ends *

1:00:00 PM

Date Street Closure Starts *

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

7/4/2021

Time Street Closure Starts *

9:00:00 AM

Date Street Closure Ends *

7/4/2021

Time Street Closure Ends *

1:00:00 PM

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.

please see map

Parking Location

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

throughout downtown

Event Map (optional)

Upload one or more maps of the event

July 4 parade map.pdf

1.43MB

Indemnification Agreement *

Upload scan of SIGNED indemnification agreement

Special Event Indemnificatio... 102.03KB

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 that 48 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 may be required to provide public liability insurance subject to the provisions of AMC 7.04.100. 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

John Lunsford

Admin Review

Council Meeting Date *

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

6/21/2021

Staff Review Deadline *

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

6/14/2021

Administrator comments and conditions of approval

Unfortunately this did not get submitted as quickly as it should have been but with Covid, who knew whether the parade would be possible. Please review immediately. Thank you.

Insurance Certificate

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

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:

Assistance with traffic control and street closures

Police Department concerns, objections, or conditions of approval *

None

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

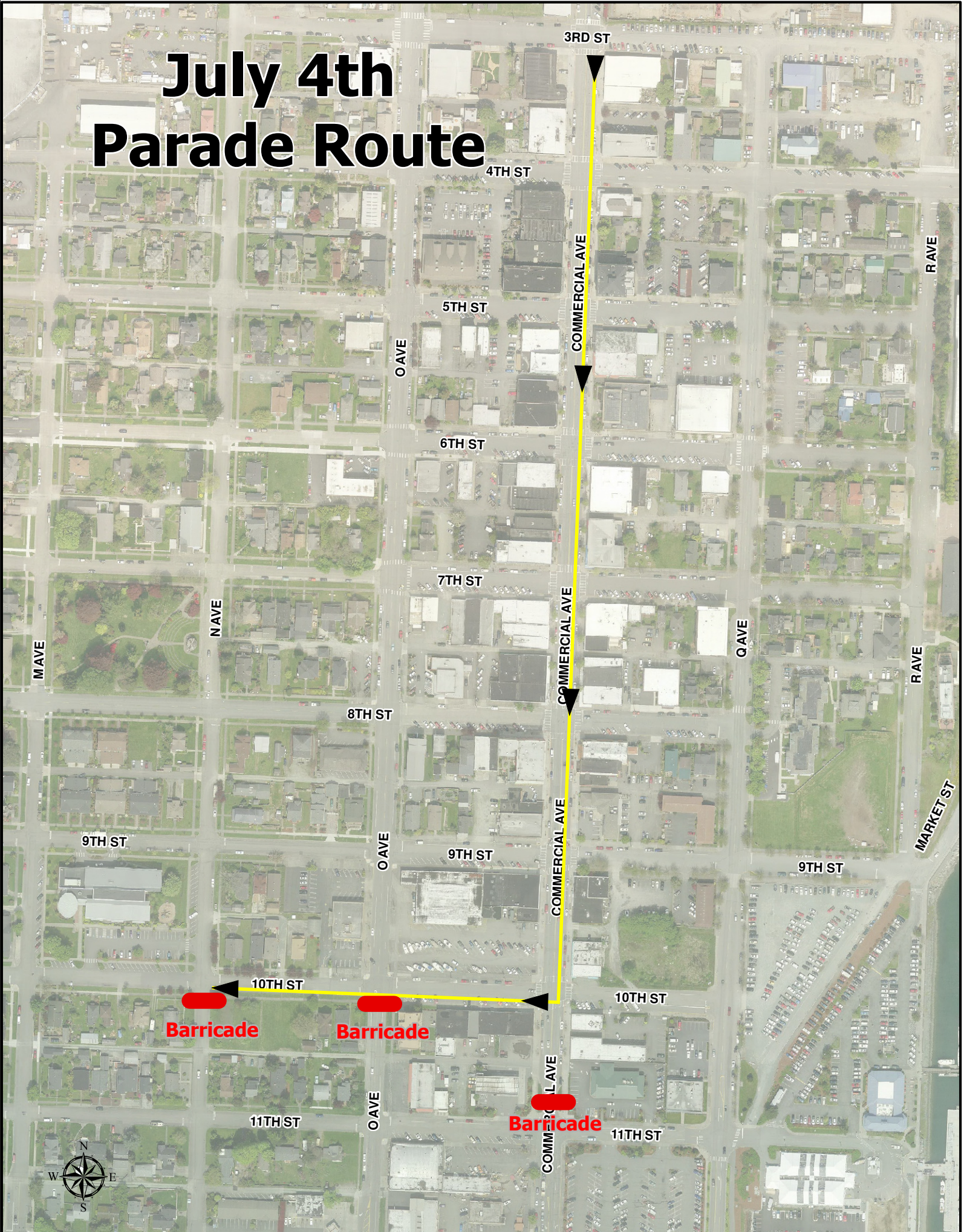
Public Works Department concerns, objections, or conditions of approval *

None

Departmental attachments

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

July 4th Parade Route





City Council Agenda Bill

Meeting Date: June 21, 2021

Agenda Item: 4.d.

Agenda Item Title: Fourth Amendment to the Jail Facility Use Agreement

Staff Contact(s): DARCY SWETNAM, STEVE HOGLUND

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

GREG FRANCIOCH

Contract Modification

STEVE HOGLUND

DARCY SWETNAM

Item Summary:

Subsequent to open session meetings on January 8, 2021 and March 12, 2021, the parties to the Jail Facility Use Agreement propose a fourth amendment to the agreement that alters the payment schedule to ensure additional payments to the Jail Fund made for any year are reconciled with the actual financial results for that year. Each party shall receive a reconciliation statement in August showing any overage or shortfall which will be credited or charged in May of the following year. Additionally, the exact amount of a party's required additional financial contribution shall be determined by an October 31 Jail Model update.

The primary aim of this change is to reduce the years in which the Revenue Stabilization Account falls below the Minimum Funding Threshold (\$3,900,000 as of December 31 of each year) and smooths the amount of the Additional Financial Consideration for all parties.

Budget Impact:

This amendment to the Jail IL adjusts the timing and communication of required additional payments by the Jail Partners, to better fit with both City and County budget and cash flow needs.

Previous Action: July 15, 2013 the [Jail Facility Use agreement](#) was approved by City Council. March 17, 2014 [Amendment # 1](#) was approved by City Council. July 20, 2015 [Amendment # 2](#) was approved by City Council. September 8, 2015 [Amendment # 3](#) was approved by City Council.

Recommended Motion: If accepted on the Consent Agenda: I move to accept the Consent Agenda.

If removed from the Consent Agenda: I move to authorize the mayor to enter into Amendment Number 4 of the Jail Facility Use Inter Local Agreement with Skagit County.

Alternative Actions: The City of Anacortes is one of 5 partner agencies to the Jail InterLocal Agreement whose commitment to the Jail project has been one of consensus with the other 4 partners since its inception. If the Interlocal Amendment is not approved, the Mayor will have to go back to the Partner Agencies to discuss alternative actions.

Attachments (listed in order presented):

1. JAIL FACILITY USE AGREEMENT
2. FIRST AMENDMENT TO THE JAIL FACILITY USE AGREEMENT
3. SECOND AMENDMENT TO THE JAIL FACILITY USE AGREEMENT
4. THIRD AMENDMENT TO THE JAIL FACILITY USE AGREEMENT
5. FOURTH AMENDMENT TO THE JAIL FACILITY USE AGREEMENT

JAIL FACILITY USE AGREEMENT

This Jail Facility Use Agreement ("**Agreement**") is by and between Skagit County ("**County**"); the City of Sedro-Woolley ("**Sedro-Woolley**"); the City of Anacortes ("**Anacortes**"); the City of Mount Vernon ("**Mount Vernon**"); and the City of Burlington ("**Burlington**"), pursuant to RCW Chapters 70.48 and 39.34.

RECITALS

- A. The County and its Sheriff are charged by State law with the operation and maintenance of the Skagit County Jail and related correctional facilities (hereinafter, the "**Jail**"), the costs of which are independently accounted for in the "**Jail Fund**" further described below.
- B. The existing Jail (hereinafter, the "**Existing Jail**") requires additional capacity in order to safely incarcerate the combined volume of city and county inmates expected over the course of the next thirty years. The city governments party to this Agreement (hereinafter, collectively, the "**Cities**") desire to continue use of the Jail for detention of city inmates.
- C. The County intends to build, own and operate a new Jail consisting of approximately 400 beds at a cost of approximately \$60,000,000 (hereinafter, the "**New Jail**"), to service the needs of the community for the foreseeable future.
- D. The parties agree that the community and its taxpayers are best served by a cooperative, collective approach to public infrastructure, including the New Jail, through joint planning and financing, to maximize efficiency and promote economies of scale.
- E. On April 29, 2013, the Skagit County Board of Commissioners adopted Resolution No. R20130102, which found that the Existing Jail could not meet the demand of the combined volume of city and County inmates. The Resolution placed a proposition before Skagit County voters that, if passed, would authorize an additional sales and use tax at the rate of 0.3% to be used for the construction, maintenance, and operation of jail facilities, and for police and fire protection, all pursuant to RCW 82.14.450.
- F. On May 9, 2013, the parties entered a Provisional Agreement (the "**Provisional Agreement**"), providing that Skagit County would propose a ballot measure to the voters to authorize a 0.3% sales tax pursuant to RCW 82.14.450, a copy of which statute, in its form as of the date of this Agreement, is attached hereto as **Exhibit A** (hereinafter, the "**Sales Tax Measure**"), intended to service limited tax general obligation bonds to be issued by Skagit County for the construction of the New Jail, together with any refunding bonds which may be issued by Skagit County to refund the

original bonds (hereinafter, the "**Bonds**"), jail operations, and other public safety requirements as permitted by law. The Provisional Agreement envisions the negotiation and execution of a definitive, long-term interlocal agreement to globally address jail financing and certain operational matters.

- G. The parties to this Agreement are willing to make financial concessions in order to obtain access to the Jail. Subject to the terms and conditions herein, the County agrees to make the Jail available for the confinement of City inmates.

NOW, THEREFORE, in consideration of the foregoing, the parties agree and contract as follows:

AGREEMENT

1. **NEW AGREEMENT.** This Agreement shall become effective when all parties set forth above have duly executed this Agreement and the conditions set forth in paragraph 2 have occurred. Until this Agreement becomes effective, the existing jail use agreements between and among the parties (or between any of the parties) shall remain in force and effect pursuant to the terms thereof. Consistent with paragraph 2 below, the County will provide prompt written notice to the parties notifying the parties that this Agreement is operative and in effect. Once this Agreement becomes effective, and as set forth herein, it shall entirely replace and supersede any and all previous agreements between the parties regarding use of the Jail, including the Provisional Agreement.
2. **SALES TAX MEASURE AND EFFECTIVE DATE OF AGREEMENT.** The County has placed the Sales Tax Measure on the August 6, 2013 election. In the event the Sales Tax Measure fails to pass at the August 6, 2013 election, the Sales Tax Measure will be placed on the ballot for the November 5, 2013 election. In the event that the Sales Tax Measure fails to pass at either election, (a) this Agreement shall be immediately null and void without further action by the parties; (b) the existing jail use agreements (Skagit County Contract Nos. 03186, 03187, 03188, 03189, dated September 16, 1996) between the parties shall remain in effect pursuant to the terms thereof; and (c) the County, before seeking to place an additional sales tax proposition on the ballot pursuant to RCW 82.14.450, shall afford the parties hereto ten (10) days' written notice prior to taking legislative action to place such sales tax measure on the ballot. In the event the Sales Tax Measure passes at either election, this Agreement will become fully effective and immediately binding on the parties on the date the election is certified by the Skagit County Auditor (the "**Effective Date**"), consistent with its terms, without further action or consent by the parties hereto.

PART I – JAIL FINANCING

3. JAIL FUNDING SOURCES. Upon voter approval of the Sales Tax Measure, the parties agree that funds derived therefrom will be paid to Skagit County by the Washington State Department of Revenue, principally to (1) service the Bonds; and (2) cover increased costs associated with operation of the New Jail. Skagit County agrees to place all such funds in the Jail Fund established below in Section 4. The parties will prepare and submit a joint letter to the State Department of Revenue expressing support for the distribution formula and allowable uses set forth in this section. The following interparty adjustments shall be effective upon voter approval of the Sales Tax Measure:

- a. Burlington Rebate. Skagit County will remit to the City of Burlington \$220,000 (the "**Burlington rebate**") in the first year of receipt of revenues by Skagit County, prorated if the first date of receipt is later than January. The Burlington rebate will increase (or decrease) each year thereafter, for the effective period of this Agreement, by the countywide percentage of Sales Tax Measure revenue increase (or decrease) above (or below) the preceding year.
- b. Anacortes Rebate. Skagit County will remit to the City of Anacortes \$103,000 (the "**Anacortes rebate**") in the first year of receipt of revenues by Skagit County, prorated if the first date of receipt is later than January. The Anacortes rebate will increase (or decrease) each year thereafter, for the effective period of this Agreement, by the countywide percentage of Sales Tax Measure revenue increase (or decrease) above (or below) the preceding year.
- c. Sedro-Woolley Additional Payment. For the effective period of this Agreement, Sedro-Woolley will pay Skagit County an amount equal to 65% of actual receipts derived from Sedro-Woolley's existing 0.1% sales tax (2012 estimate is \$77,513), commencing in the year following voter approval of the Sales Tax Measure, prorated based on the actual start date of receipt of proceeds from the Sales Tax Measure, which amount will increase (or decrease) each year thereafter by 50% of the countywide percentage of Sales Tax Measure revenue increase (or decrease) above (or below) the preceding year. In no event will Sedro-Woolley pay more than an amount equal to sixty-five percent (65%) of what Sedro-Woolley actually collects in a year.
- d. For the purposes of a - c above, the measurement period will be based on the first 12 months of funds actually received from the State of Washington Department of Revenue ("**DOR**"), and annually

thereafter. For example, if the sales tax is imposed beginning January 1, revenue will be received beginning in March, and therefore the measurement period in this example would be March of each year through February of the following year.

- e. Payments will be sent by the County to the cities of Burlington and Anacortes and by the City of Sedro-Woolley to the County in the following manner:
 - i. Sedro Woolley will remit 100% of the balance due by February 28th of the following year.
 - ii. For the first calendar year in which revenue is received from DOR, the Burlington Rebate and Anacortes Rebate will be prorated for the number of months revenue is received in the calendar year, and paid out 60 days after the end of the first month that the County receives revenue from DOR. In future years, payments will be made within 90 days of the end of the measurement period (the "**Payment Date**").
 - iii. For the second year, the full rebate amount will be paid on the Payment Date.
 - iv. For the third and subsequent years, the rebate amount of the prior year, adjusted to reflect the percentage increase or decrease between the current year and the prior year, will be paid on the Payment Date.

Example: City of Anacortes; assuming sales tax is approved in November 2013, with first revenue received June 2014. Assume countywide taxable revenue receipts for the tax decrease 10% between 2014 and 2015; and increase 5% between 2015 and 2016. The following graph is merely an example and is not intended to reflect actual rebate amounts in future years.

Payment Date	Rebate Amt
August 31, 2014	\$ 60,083
August 31, 2015	\$103,000
August 31, 2016	\$92,700
August 31, 2017	\$97,335

4. **JAIL FUND.** Skagit County agrees to establish the Jail Fund to account for the construction and operations of the New Jail. The Jail Fund shall consist of "**Total Revenues**," defined as (1) bond revenues; (2) the direct funding by the County set out in paragraph 4(a) below; (3) the Sedro-Woolley payment, as set out in paragraph 3(c) above; and (4) the revenue received from the countywide Sales Tax Measure after payment of the rebates described in Sections 3 (a) and (b); and (5) all other revenues derived from or associated with the Jail enterprise and its operation. Operational expenses of the Jail will be paid by the Jail Fund. Notwithstanding any other provision of this Agreement, the first priority for payment from the Jail Fund shall be Bond Payments.

- a. **Direct Funding by County.** Skagit County agrees to place into the Jail Fund for Jail operations \$5,500,000 per annum beginning January 1, 2014, from revenue sources separate from the revenue generated by the Sales Tax Measure. This amount will increase (or decrease) by the annual percentage increase (or decrease) in the Jail base operating budget from a baseline year of 2014, as defined in **Exhibit B** hereto.
- b. **The Revenue Stabilization Account.** Skagit County agrees to establish a fund balance to be known as the Revenue Stabilization Account (hereinafter, the "**RSA**"), a subcomponent of the ending fund balance of the Jail Fund.
 - i. The RSA will be funded by all revenues deposited into the Jail Fund in excess of debt service ("**Bond Payments**") and other permitted expenditures from the Jail Fund.
 - ii. During construction of the New Jail, Sales Tax Measure and other revenues in excess of that required for Bond Payments and the Operating Budget may either be applied toward New Jail project costs or applied to the RSA, at the discretion of the Finance Committee established pursuant to paragraph 5 herein.
 - iii. There is hereby established a Minimum Funding Threshold (hereinafter, the "**MFT**") for the RSA, in the amount of \$3,900,000 as of December 31 of each year. The intent of the MFT is to serve as a hedge against potential fluctuations in revenue derived from the Sales Tax Measure from year to year.
 - iv. After the MFT first has been fully met, then, should the year-end RSA balance in any year thereafter be below the MFT, the difference between the MFT and the year-end RSA balance shall be considered an excess cost to be covered by

the parties hereto through additional financial contribution. Except for initial funding of the MFT, for the year in which the RSA is below the MFT and additional financial contribution is required, the Cities will budget for the required additional financial contribution in the following year, with payment of the additional financial contribution to the Jail Fund to occur by May 31 of the year thereafter.

1. By way of illustration, if the RSA falls below the MFT in Year 1 requiring additional financial contribution, the Cities will budget for the additional financial contribution during Year 2, paying the additional financial contribution to the Jail Fund no later than May 31 of Year 3. In the interim between the year in which the additional financial contribution is identified (end of Year 1) and the payment (not later than May 31 of Year 3), the Jail Fund may utilize funds from the RSA up to the amount of the additional financial contribution due and owing.
- v. If the year-end RSA balance is at or above the MFT, it may be utilized consistent with paragraph 5 of this Agreement, including distributions to parties, provided that in no event may the RSA be utilized for purposes other than Bond Payments and Operating Budget shortfalls prior to the third full year of operation of the New Jail.
- vi. Additional financial contribution required from, and distributions to, the parties shall be calculated according to the following formula:

$$\frac{\text{USAGE}}{\text{TOTAL USAGE}}$$

"Usage" means, for any party, for the Calendar Year or portion thereof against which additional financial contribution is assessed or distribution is made from the RSA (hereinafter, the "**Measurement Period**"), the total number of inmate days on behalf of that party, as determined by Jail staff. An inmate day may be counted as a fraction if an inmate is held on behalf of multiple parties. For example, an inmate held on charges from two jurisdictions will be counted as $\frac{1}{2}$ for each of the two jurisdictions.

"Total Usage" means the total of Usage for all of the parties for the Measurement Period.

- vii. When the RSA is below the MFT, the RSA may be used only to fund Bond Payments (first priority) and Operating Budget shortfalls (second priority), which use will be promptly reported to the Finance Committee.
- c. The parties acknowledge that the County intends to issue the Bonds in reliance upon the commitments and agreements of the parties reflected in this Agreement. The Bonds, when issued, will have a term not to exceed thirty (30) years, and may be refinanced by the County, without limitation, for the purpose of debt service savings so long as the term is not extended, and Bond Payments due in any year are not increased. All references to Bond Payments include any refunding bonds that may be issued to refinance the Bonds initially issued. In the event the Department of Revenue determines that it is not able or willing to distribute the Sales Tax Measure revenues as set forth herein, the parties agree to work cooperatively to achieve the intended revenue distribution.
- d. The net proceeds derived by the County from the sale of the Bonds shall be deposited into the Jail Fund and used only for expenses related to the construction of the New Jail (including those pre-construction costs incurred by the County no earlier than Jan 1, 2012 and which are identified in the attached **Exhibit C**) and all related soft and hard costs of construction. Once the project is complete, any remaining bond proceeds will be used only as allowed by the bond documents.

5. **FINANCE COMMITTEE.** There is hereby established a Finance Committee, charged with oversight of Jail finances, as set forth below.

- a. **Composition.** The Finance Committee is comprised of eight members, which shall include one representative from Sedro-Woolley, one representative from Anacortes, one representative from Burlington, one representative from Mount Vernon, three representatives from Skagit County, and the Skagit County Sheriff or designee.
 - j. The eight appointed members of the Finance Committee shall, within one-hundred twenty (120) days of the Effective Date of this Agreement, propose and select by vote an additional Finance Committee member to serve as Finance Committee Chair for a period of thirty-six (36) months from selection, after which period the Chair may be reaffirmed or a new Chair may be selected by the eight appointed members of the Finance Committee. Any member of the Finance Committee may propose a Chair. The Chair shall

be selected by affirmative vote of at least six (6) appointed members of the Finance Committee. In the event the Finance Committee is unable to agree on a Chair within one-hundred twenty (120) days of the Effective Date of this agreement, the Presiding Judge, Snohomish County Superior Court, shall make the selection from the slate of candidates proposed by the Finance Committee, on application of any member of the Finance Committee.

- ii. Each party shall have absolute discretion to select their representative(s) and/or alternates to the Finance Committee. The executive of each party to this Agreement will promptly inform the other parties in writing of their designated representatives. The intent of this Agreement is for the parties to designate representatives with technical and subject matter expertise as necessary to exercise sound business judgment and advance the purposes of the Finance Committee as set forth herein.
- iii. For the purposes of this Agreement, without creating any third party beneficiary to this Agreement, Skagit County shall be considered the representative of the entire population and entities within Skagit County (other than the population within the municipal limits of the Cities party to this Agreement), including the towns of Concrete, Lyman, Hamilton, La Conner, tribal entities, and unincorporated Skagit County.

- b. Authority. The following matters shall be submitted to the Finance Committee for deliberation and decision.
 - i. Establish booking fee rates. The initial fee will be set at \$40. The County shall not pay booking fees. The rate shall not change more than once annually.
 - ii. Review preliminary annual Jail budget including any administrative charges.
 - iii. Review operating costs and establish resultant bed rates for third parties.
 - iv. Determine appropriate use of the RSA after meeting the MFT, which uses may include but are not limited to establishment of a reserve fund for jail-related capital requirements; pro rata distributions to parties to this

Agreement to be utilized consistent with the law; jail inmate medical costs; or other uses as may be permitted by law.

- v. The Finance Committee shall have opportunity to review and approve any Significant Financial Decision involving the Jail Fund. For the purposes of this Agreement, "**Significant Financial Decision**" is defined as any single financial obligation or transaction of the Jail Fund that exceeds ten percent (10%) of the annual Jail Fund budget, exclusive of salaries and benefits. Any decision to issue refunding bonds that will not extend the term of the debt when there are Bond Payment savings shall not be considered a Significant Financial Decision.
- vi. When the Sheriff in his or her reasonable judgment believes the New Jail is within forty-eight (48) months of reaching Capacity, the Finance Committee shall promptly commence planning activities aimed at addressing the anticipated jail space requirement. For the purposes of this Agreement, "Capacity" is when the Jail average daily population is at or above 85% of the available number of beds for a continuous twelve (12) month period.
- vii. At least five (5) years prior to the expiry of this Agreement, the Finance Committee will initiate discussion of specific terms and conditions under which this Agreement could be renewed or modified.
- c. Powers Not Enumerated. Any authority regarding the Jail not specifically enumerated herein and assigned to the Finance Committee shall be retained by Skagit County. The Finance Committee shall not be considered as a separate legal entity. The members of the Finance Committee shall obtain all necessary legal and professional advice from the municipal entity they represent. Reasonable administrative expenses of the Finance Committee shall be paid by the Jail Fund.
- d. Meetings. The Finance Committee shall meet at least two (2) times per calendar year, or more frequently as otherwise required to adequately deliberate upon and decide matters delegated to the Finance Committee herein. The Finance Committee shall meet within fourteen (14) days of a request by any three (3) members of the Finance Committee.
- e. Procedures. The Finance Committee shall establish and publish internal rules, procedures for its meetings and operations,

consistent with this Agreement, the Open Public Meetings Act, RCW Chapter 42.30, the Public Records Act, RCW Chapter 42.56, and other applicable laws. Minutes shall be kept of each meeting, and made publicly available by, at minimum, prompt publication on the Skagit County government website.

- f. Finance Committee Voting. A quorum shall consist of five (5) or more members of the Finance Committee, excluding the Chair. All decisions of the Finance Committee envisioned by this Agreement shall be done by majority vote, and immediately reduced to writing and furnished to the County. In the event of deadlock unresolved after two meetings of the Finance Committee, the Chair of the Finance Committee shall cast the deciding vote. Absent deadlock of the eight appointed members of the Finance Committee, the Chair shall not vote.
- g. Extraordinary Veto by Board of Commissioners. The Skagit County Board of Commissioners (by regularly convened action of the Skagit County Board of Commissioners) may veto any final decision of the Finance Committee within thirty (30) days of any final decision by the Finance Committee on grounds that a final decision of the Finance Committee (a) will jeopardize the long-term financial viability of the Jail; (b) will materially impair the ability of the County to meet then existing contractual or bond obligations; (c) is contrary to State or Federal law governing operation of the Jail; or (d) will substantially impair the safety or security of the Jail. Any final decision of the Finance Committee vetoed by the Board of Commissioners pursuant to this paragraph shall be returned to the Finance Committee for further deliberation. In the event that the Finance Committee and Skagit County Board of Commissioners cannot agree after veto and remand of any final decision within thirty (30) days, the matter shall be submitted to final, binding arbitration before a single arbitrator to be selected within thirty (30) days by the Presiding Judge, Snohomish County Superior Court. The arbitration shall be held at a mutually convenient time and location within Skagit County, not less than sixty (60) days after the selection of the arbitrator. The arbitrator shall faithfully apply the laws of the State of Washington and United States in rendering a decision. Each party shall bear its own costs and fees in the event of arbitration under this section. The arbitrator's decision may be entered in any court of competent jurisdiction. The arbitrator's decision may be appealed to the Superior Court, Snohomish County, within twenty (20) days of the arbitrator's decision, applying the scope and standard of appeal established by RCW Chapter 7.04.

PART II – JAIL OPERATIONS

6. CONTROL OF JAIL. The Cities acknowledge the County's statutory responsibility, ownership, and operational control over the Jail. The Jail will be administered by the County in accordance with the ordinances, policies, procedures, rules, and regulations of the County (including any emergency security rules imposed by the Sheriff), and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county corrections facilities. The Cities hereby consent and agree that inmates committed to the Jail by the Cities are subject to all rules and regulations applicable to County inmates incarcerated therein, including but not limited to all terms and conditions of this Agreement. Prior to adopting new Jail operational policies that touch or concern acceptance, transfer, handling or other issues pertaining to city inmates and this Agreement, the Sheriff will reasonably consult with the chiefs of police of the parties to this Agreement.

7. AVAILABILITY OF JAIL FACILITIES.

- a. Capacity Operations. The New Jail will be made available to parties to this Agreement on an equal priority basis. The County will not accept non-party inmates when the New Jail is at Capacity, except as required by law or the safety of the Skagit County community, in which event the Sheriff will seek alternative accommodation for such inmate as soon as is reasonably practicable. In the event the New Jail reaches Capacity, the parties shall operate in a relationship of equality, and will pursue joint contracting for outsourcing or other alternative accommodation, to be reviewed and approved by the Finance Committee.
- b. Outsourcing. When the New Jail reaches Capacity, the costs of outsourcing or other accommodation for inmates of parties to this Agreement will be allocable to the Jail Fund, and, if a budget shortfall results, may be funded by the RSA pursuant to paragraph 3(c) of this Agreement, with excess cost proportionally allocable to the parties based on Usage as set forth in paragraph 4(b)(vi) of this Agreement. The Sheriff and Chiefs of Police will cooperate to utilize existing inmate outsourcing arrangements until the New Jail is operational, the costs of which will be paid by the Jail Fund, with the Cities responsible for transportation costs associated with their respective inmates.
- c. Interim Provisions. The foregoing provisions of this paragraph 7 shall take effect upon actual receipt of revenues from the Sales Tax Measure. The Cities shall thereupon have the right to continue to use the Existing Jail pursuant to the terms of this Agreement.

8. INMATE CONFINEMENT FEES. Upon actual receipt of funds from the Sales Tax Measure, the parties to this Agreement shall pay no bed rates.

9. INMATES DEFINED.

- a. City Inmate. As used herein, "City Inmate" shall mean those inmates originally charged in municipal courts of the Cities, and those inmates arrested by a city law enforcement officer while subject to an investigative hold.
- b. County Inmate. As used herein, "County Inmate" shall mean those inmates originally charged in Skagit County District Court on gross misdemeanor and misdemeanor offenses, and persons arrested for, or once charged with, any felony offense charged in Skagit County Superior Court, or held by magistrate warrant.
- c. Third Party Inmates. For the purposes of this Agreement, County Inmate and City Inmate shall not include those inmates who are committed to the Jail by entities that pay a contract rate to house their inmates in the Jail, or other inmates arrested by state and federal agencies.
- d. Material Witnesses Held In Jail. Inmate days arising from a material witness warrant shall be allocated to the party issuing the material witness warrant.

10. ARREST WARRANT OR CITATION. City law enforcement officers placing inmates in the Jail shall, in every instance, furnish an arrest warrant, probable cause affidavit, citation or other charging document to the County jailer on duty at the time.

11. TRANSFER OF CUSTODY. When custody of a City Inmate is transferred to the County, the City Inmate shall be subject to all applicable rules, regulations, and standards governing the operation of the Jail, including any emergency security rules imposed by the Jail administrator, subject to applicable law. For the purposes of this Agreement, "Custody" shall be defined as the point in time at which Jail staff accepts physical custody and control of an inmate. Any City law enforcement officer delivering an inmate to the Jail shall comply with all rules and regulations of the County Jail.

12. TRANSPORTATION. The City shall be solely responsible for transportation of its inmates to and from the Jail including but not limited to initial booking, medical services, and court appearances, PROVIDED, that in the event the County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical treatment for a City Inmate, the County

shall provide such transportation and the responsible City shall reimburse the costs thereof. Cities may contract with the Sheriff to provide custody and/or transportation services for court appearances.

13. MEDICAL CARE AND COSTS. All inmates shall receive such medical and dental treatment when emergent and necessary to safeguard their health while in custody as required by law. Medical costs shall be allocated per state law or by subsequent agreement. The Jail Fund will absorb medical costs from injuries to inmates once in Custody.

14. CITY ACCESS TO INMATES. All City law enforcement officers and defense attorneys shall have the right to interview City Inmates at any time inside the confines of the Jail, subject to Jail security rules and regulations. Interview rooms will be made available to City law enforcement officers as available.

15. POSTING OF BAIL. The County agrees to act as agent for City Inmates with respect to bail bonds. The County will deliver bail bonds or monies to the Municipal Court in a timely manner.

16. INMATE WORKERS. At the discretion of the Sheriff, City Inmates may be permitted to work outside the Jail when serving out a sentence. Such City Inmates may be directed to perform work on municipal property, including City Hall or the County Courthouse. City Inmates assigned to work as trustees on the public property of the City may be released to the City's Chief of Police or their agent, upon initiated receipts, and during such period shall be the sole responsibility of the Chief of Police.

17. RELEASE OF CITY INMATE FROM COUNTY JAIL. No City Inmate confined in the Jail shall be released therefrom, except by order of the court in those matters in which said courts have jurisdiction. The Sheriff may in his or her discretion transfer inmates to another facility as necessary to effectively operate the Jail.

18. RECORD KEEPING.

- a. Informational Project Updates. Prior to the construction of the New Jail, the County and its Project Manager will provide reasonably regular updates to the parties to this Agreement.
- b. Form of Records. The County agrees to maintain a system of record keeping relative to the booking and confinement of each City Inmate in such style and manner as equivalent to County records pertaining to County Inmates.
- c. City Access to Records. Records of services provided to City Inmates shall be available for review by the applicable City, unless

their release is expressly prohibited by applicable law concerning the confidentiality of medical records (including the federal Health Insurance Portability and Accountability Act, "HIPAA"). The parties may enter business associate agreements under the HIPAA as necessary to implement the intent of this Agreement.

- d. County Inmate Day Reporting. At least quarterly the County shall report to the parties the number of inmate days allocated to each party in the previous quarter, and the total number of inmate days. Such reports shall be deemed accurate unless challenged within 60 days of receipt.

19. INDEMNIFICATION.

- a. County Indemnification. The County shall indemnify and hold harmless the other parties to this Agreement, their officers, agents, and employees from any and all claims, actions suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any intentional or negligent act or omission of the County, its officers, agents and employees, or any of them relating to or arising out of the performance of services pursuant to this Agreement. In the event that any such claim, action, loss or damages is brought against the other parties to this Agreement, the County shall defend the same at its sole cost and expense, including attorney fees.
- b. City Indemnification. Each City party to this Agreement shall indemnify and hold harmless the County and its officers, agents, and employees from any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason or arising out of any intentional or negligent act or omission of the indemnifying City, its officers, agents, and employees, or any of them relating to or arising out of the performance of service pursuant to this Agreement. In the event that any such claims, action, loss or damages is brought against the other parties to this Agreement, the indemnifying City shall defend the same at its sole cost and expense, including attorney fees.

20. TERM. This Agreement shall be effective for the life of the Bonds, which shall not be more than 30 years in duration from the date of their issuance. This Agreement shall not automatically terminate, but shall be terminable by any party to this Agreement on one (1) year's written notice to each of the other parties to this Agreement. The County shall give written notice ("**Bond Maturity Notice**") to the Parties one year prior to the Bond Maturity (i.e. the date on which the principal amount of all bonds will be paid in full). The County will not extend or renegotiate the initial Bonds beyond their original term without the consent of the

parties, but may refund the Bonds without the consent of the parties when the term will not be extended and there will be Bond Payments savings. Upon receiving the Bond Maturity Notice the Parties shall meet and confer regarding the use of revenues from the Sales Tax Measure, continuation of this Agreement, and continued use of the Jail by the parties hereto. In the event the parties are unable to reach agreement after the Bonds are fully paid or defeased, the revenue derived from the Sales Tax Measure shall be distributed pro rata to each City as if it had in place a 1/10 of 1% sales tax in place (pursuant to RCW Chapter 82.14.450(2)(a) as it exists as of the Effective Date of this Agreement, see Exhibit A hereto), with the balance of the revenue derived from the Sales Tax Measure distributed pursuant to then-current law. The parties to this Agreement shall cooperate to take such actions to disburse funds in accordance with this Agreement and/or as necessary to direct the Washington Department of Revenue to disburse funds in accordance with this Agreement.

21. SURVIVAL. The provisions of paragraphs 19, 20, and 22 shall survive the termination or expiry of this Agreement.

22. VENUE AND DISPUTE RESOLUTION. No party to this Agreement shall have standing to dispute the County's use of sales tax revenues for Bond Payments done consistent with this Agreement. This paragraph establishes the sole and exclusive remedy for disputes arising under this Agreement, except as otherwise set forth herein. In the event of any dispute arising under this Agreement, the parties shall, as a material condition precedent to any suit under this Agreement, provide formal written notice of the dispute to the other party, and engage in formal mediation using a mutually agreed upon mediator. If the parties are unable to agree on a mediator within fifteen (15) days of written notice, either party may bring suit in Snohomish County Superior Court for the sole purpose of seeking appointment of a mediator. If the parties are unable to resolve their differences within thirty (30) days after mediation, venue and jurisdiction for any action arising under this Agreement shall lie in the Courts of Snohomish County, Washington. In the event of any dispute arising under this Agreement, the Court shall award attorney fees, costs, expert witness fees, mediation costs, and all other costs related to the dispute to the prevailing party.

23. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the parties hereto shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other party hereto.

24. SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid by a court of competent jurisdiction, 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 extent and end the terms and conditions of this Agreement are declared severable.

25. COMPLIANCE WITH LAWS. The parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement. The parties shall obtain and comply with any and all necessary permits, approvals, consents and notice from or to all applicable jurisdictions prior to commencing any work or action related to this Agreement.

26. CAPTIONS AND COUNTERPARTS. The captions in this Agreement are for convenience and reference only, and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one Agreement.

27. NO SEPARATE LEGAL ENTITY. This Agreement establishes a cooperative undertaking, and it is not the intention of the parties to create a new or separate legal entity by this Agreement. This Agreement does not establish or create a joint venture or partnership between the parties, and no party shall be responsible for the liabilities and debts of the other parties hereto.

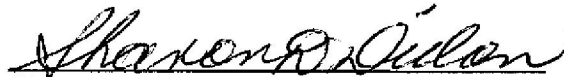
28. INTEGRATED AGREEMENT. This is an integrated agreement. Neither party has relied on any representation other than those expressly set forth herein in entering this Agreement.

29. NEUTRAL AUTHORSHIP. Each of the terms and conditions of this Agreement have been reviewed and negotiated with resort to legal counsel, and represents the combined work product of the parties hereto, and this Agreement shall not be interpreted for or against party hereto. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement, and have either done so or have voluntarily chosen not to do so. The parties represent and warrant that they and their authorized representatives executing this Agreement have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms.

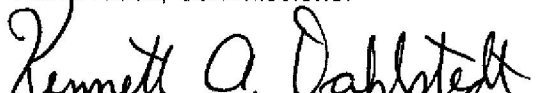
30. FURTHER ACTS. The parties agree to take such further actions and to execute documents as in their reasonable judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this Agreement.

DATED this 23 day of July, 2013.

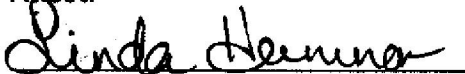
**BOARD OF COUNTY
COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**


Sharon D. Dillon, Chair


Ron Wesen, Commissioner


Kenneth A. Dahlstedt, Commissioner

Attest:


Linda Hammons, Clerk of the Board

Recommended:


Sheriff Will Reichardt


Tim Holloran
County Administrator

Approved as to form:


Will Honea
Chief Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Jessica Neill Hoyson, Risk Manager

Approved as to budget:


Trisha Logue, Budget & Finance Director

DATED this 17 day of JULY 2013

CITY OF ANACORTES



Mayor Dean Maxwell

Approved as to budget: _____



Steve Hoglund, Finance Director

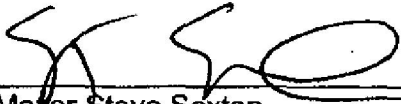
Approved as to form:



Bradford E. Furlong, WSBA # 12924
City Attorney

DATED this 11th day of July 2013

CITY OF BURLINGTON



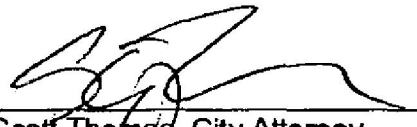
Mayor Steve Sexton

Approved as to budget:



Crystil Robinson, Finance Director

Approved as to form:



Scott Thomas, City Attorney

DATED this 22nd day of July 2013

CITY OF MOUNT VERNON



Mayor Jill Boudreau

Approved as to budget:



Alicia Huschka, Finance Director

Approved as to form:



Kevin Rogerson, City Attorney

DATED this 23rd day of July 2013

CITY OF SEDRO-WOOLLEY


Mayor Mike Anderson

Approved as to budget:


Patsy Nelson, Finance Director

Approved as to form:

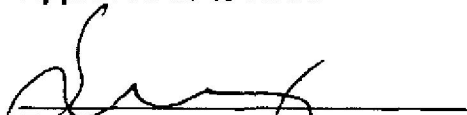

Eron Berg, City Attorney

Exhibit A

RCW 82.14.450

Sales and use tax for counties and cities.

(1) A county legislative authority may submit an authorizing proposition to the county voters at a primary or general election and, if the proposition is approved by a majority of persons voting, impose a sales and use tax in accordance with the terms of this chapter. The title of each ballot measure must clearly state the purposes for which the proposed sales and use tax will be used. The rate of tax under this section may not exceed three-tenths of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

(2)(a) A city legislative authority may submit an authorizing proposition to the city voters at a primary or general election and, if the proposition is approved by a majority of persons voting, impose a sales and use tax in accordance with the terms of this chapter. The title of each ballot measure must clearly state the purposes for which the proposed sales and use tax will be used. The rate of tax under this subsection may not exceed one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax. A city may not begin imposing a tax approved by the voters under this subsection prior to January 1, 2011.

(b) If a county adopts an ordinance or resolution to submit a ballot proposition to the voters to impose the sales and use tax under subsection (1) of this section prior to a city within the county adopting an ordinance or resolution to submit a ballot proposition to the voters to impose the tax under this subsection, the rate of tax by the city under this subsection may not exceed an amount that would cause the total county and city tax rate under this section to exceed three-tenths of one percent. This subsection (2)(b) also applies if the county and city adopt an ordinance or resolution to impose sales and use taxes under this section on the same date.

(c) If the city adopts an ordinance or resolution to submit a ballot proposition to the voters to impose the sales and use tax under this subsection prior to the county in which the city is located, the county must provide a credit against its tax under subsection (1) of this section for the city tax under this subsection to the extent the total county and city tax rate under this section would exceed three-tenths of one percent.

(3) The tax authorized in this section is in addition to any other taxes authorized by law and must be collected from those persons who are taxable by the state under chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the county.

(4) The retail sale or use of motor vehicles, and the lease of motor vehicles for up to the first thirty-six months of the lease, are exempt from tax imposed under this section.

(5) One-third of all money received under this section must be used solely for criminal justice purposes, fire protection purposes, or both. For the purposes of this subsection, "criminal justice purposes" has the same meaning as provided in RCW 82.14.340.

(6) Money received by a county under subsection (1) of this section must be shared between the county and the cities as follows: Sixty percent must be retained by the county and forty percent must be distributed on a per capita basis to cities in the county.

(7) Tax proceeds received by a city imposing a tax under this section must be shared between the county and city as follows: Fifteen percent must be distributed to the county and eighty-five percent is retained by the city.

[2010 c 127 § 1; 2009 c 551 § 1; 2007 c 380 § 1; 2003 1st sp.s. c 24 § 2.]

EXHIBIT B

For purposes of calculating the percentage increase or decrease in the contribution by the County's General Fund to the Jail Fund, actual expenses from one calendar year to the next will be used. The calculations will be:

$$\frac{\text{Total Salary/Benefit Expenses Year A}}{\text{Total FTE's Year A}} = \text{Average FTE Cost Year A}$$

$$\frac{\text{Total Salary/Benefit Expenses Year B}}{\text{Total FTE's Year B}} = \text{Average FTE Cost Year B}$$

$$\frac{\text{Avg FTE Cost Year B} - \text{Avg FTE Cost Year A}}{\text{Avg FTE Cost Year A}} = \text{Percentage change in that portion of the \$5.5 million attributable to Salaries/Benefits}$$

$$\frac{\text{Year B Other} - \text{Year A Other}}{\text{Year A Other}} = \text{Percentage change in portion of \$5.5 million attributable to "Other"}$$

"Other" is defined as Supplies, Services, and Interfund

The following numbers are for example purposes only.

	Year A	Year B	% of Budget	% Change
Salaries	\$2,700,000	\$2,900,000		
Benefits	<u>1,180,000</u>	<u>1,300,000</u>		
Total Sal/Ben	\$3,880,000	\$4,200,000		
FTE's	45	46.9		
Avg FTE Cost	\$ 86,222	\$ 89,552	82.87%	+ 3.86%
Supplies	\$ 460,000	\$ 467,500		
Services	322,000	330,000		
Interfund	<u>19,900</u>	<u>22,000</u>		
Total	\$ 801,900	\$ 819,500	17.13%	+ 2.19%

When calculating the "Other" percentage change from one year to the next, any new or removed programs will be excluded from the calculation so there is a fair comparison of the change.

Year C Contribution

$$(\$5,500,000 * 82.87\% * (1 + 3.86\%)) + (\$5,500,000 * 17.13\% * (1 + 2.19\%)) = \$5,696,711$$

Year A Contribution = \$5,500,000

Year B Contribution = \$5,500,000

Year C Contribution = \$5,696,711 (Per example)

FTE Counts will be averaged by month for the calendar year.

EXHIBIT C

Calendar Year 2012

Salaries/Benefits - \$3,425
Professional Services - \$195,567
Advertising - \$274
2012 Total - \$199,266

Calendar Year 2013 through May 30

Salaries/Benefits - \$1,869
Professional Services - \$86,767
Advertising - \$110
2013 Total through May 31 - \$88,746

Additional expenses incurred after May 31, 2013 will also be reimbursed to County.

**FIRST AMENDMENT TO THE JAIL FACILITY USE AGREEMENT AMONG
SKAGIT COUNTY, THE CITY OF MOUNT VERNON, THE CITY OF SEDRO-
WOOLLEY, THE CITY OF ANACORTES, AND THE CITY OF BURLINGTON
COLLECTIVELY KNOWN AS “THE PARTIES”**

**ADDING TERMS AND CONDITIONS GOVERNING TAX DISBURSEMENTS AND
COUNTY REIMBURSEMENT FOR JAIL OUTSOURCING CONDUCTED BY
CITIES.**

RECITALS

WHEREAS, the cities of Mount Vernon, Anacortes, Sedro-Woolley, Burlington (the “Cities”) and Skagit County entered into an agreement known as the Jail Facility Use Agreement (the “Agreement”) executed in various counterparts attached hereto; and

WHEREAS, upon voter approval of the Sales Tax Measure set forth in the Agreement, the Parties contracted for the allocation of funds received from the Sales Tax Measure including certain adjustments set forth in Part I Section 3 of the Agreement; and

WHEREAS, pursuant to RCW 82.14.450 (6), revenues generated pursuant to the Sales Tax Measure are to be distributed to the County and to cities in the County (including, but not limited to the cities that are party to this agreement); and

WHEREAS, the Parties jointly approached the Washington State Departments of Revenue and Treasury seeking state approval to distribute the funds received from the Sales Tax Measure in accordance with the Agreement and were denied; and

WHEREAS, as a condition of satisfying the terms and conditions of Part I Section 3 it is necessary to add additional terms and conditions to the Agreement governing how the Parties intend to implement the distribution of funds received from the Sales Tax Measure; and

WHEREAS, the Parties wish to add additional terms allowing for reimbursement from the Jail Fund for costs borne by Cities that outsource the housing of city inmates when the County Jail Facility cannot adequately accommodate the housing of such inmates.

NOW, THEREFORE, the Parties hereby amend the Jail Facility Use Agreement, pursuant to Washington law including but not limited to the Chapter 70.48 RCW and Chapter 39.34 RCW as follows:

A. A new subsection “F” is added to Part 1, Section 3, which shall read as follows:

f. INTERPARTY DISTRIBUTION OF SALES TAX FUNDS. The Cities receive Sales Tax Measure funds (“Funds”) from the State by the last business day of every month. Anacortes, Burlington, and Mount Vernon shall deliver to the County the full amount of the Funds no later than the twentieth day of the following month in a manner to be determined by each City. Funds shall be paid by the City of Sedro-Woolley to the County in two manners: for the first 1/10th of 1% sales tax, in accordance with Part I – JAIL FINANCING, Sections 3c –e; and for the additional 2/10th of 1% sales tax, the City shall deliver to the County the funds no later than the twentieth day of the following month in a manner to be determined by the City. Rebates shall be paid by the County to the Cities of Burlington and Anacortes in accordance with Part I – JAIL FINANCING, Sections a-b and Part I – JAIL FINANCING Sections d-e.

B. Subsection “e. ii.” of Part 1, Section 3, is amended which shall read as follows:

ii. For the first calendar year in which revenue is received from DOR, the Burlington Rebate and Anacortes Rebate will be prorated for the number of months revenue is received in the calendar year, and paid out 60 days after the end of the first month that the County receives revenue from each city. In future years, payments will be made within 90 days of the end of the measurement period (the “**Payment Date**”).

C. A new subsection “d” is added to Part II, Section 7, which shall read as follows:

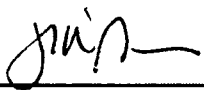
d. INMATE OUTSOURCING REIMBURSEMENT. Until such time as the new jail facility is constructed and the Sheriff notifies the cities that the County has room to house City Inmates, the County will reimburse the Cities for costs of outsourcing housing of inmates to other appropriate jail facilities of each city’s choosing. The County will reimburse each city that is a party to this Agreement for such costs upon invoice and receipt of requested documentation through the County’s normal voucher process, provided that such reimbursement shall not be made for additional personnel costs incurred by a city to transport an inmate to another facility. Outsourced contracts should include the cost of transport to and from Skagit County to the contracted jail facility and such integrated costs will be reimbursed by the County. Reimbursement shall be made from the Jail Fund.

D. If any provision of this addendum conflicts with any of the provisions of the Agreement, the provisions of this addendum shall control. All other terms and conditions of the original Agreement shall remain in effect.

**THIS FIRST AMENDMENT HAVING BEEN APPROVED BY THE PARTIES AND
EXECUTED IN COUNTERPARTS AS FOLLOWS:**

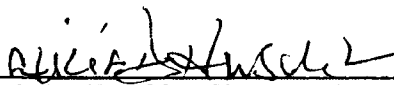
DATED this 10 day of March, 2014

CITY OF MOUNT VERNON



Mayor Jill Boudreau

ATTEST:



Alicia D. Huschka, Finance Director

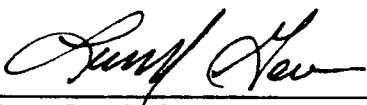
APPROVED AS TO FORM:



Kevin Rogerson, City Attorney

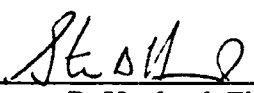
Dated this 17 day of MARCH, 2014.

CITY OF ANACORTES



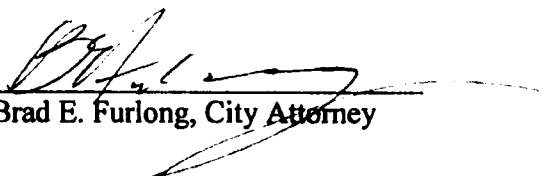
Mayor Laurie Gere

Approved as to budget:



Steven D. Hoglund, Finance Director

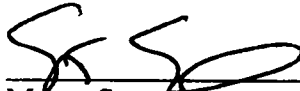
Approved as to form:



Brad E. Furlong, City Attorney

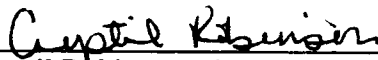
Dated this 13th day of March, 2014.

CITY OF BURLINGTON



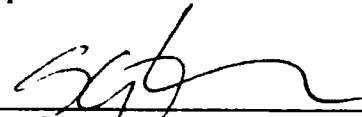
Mayor Steve Sexton

Approved as to budget:



Crystil Robinson, Finance Director

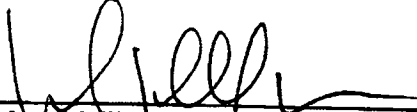
Approved as to form:



Scott Thomas, City Attorney

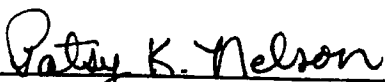
Dated this 24th day of March, 2014.

CITY OF SEDRO-WOOLLEY



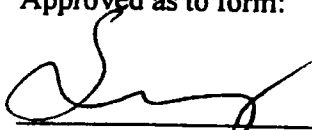
Mayor Mike Anderson

Approved as to budget:



Patsy Nelson, Finance Director

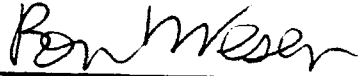
Approved as to form:



Eron Berg, City Attorney

Dated this 24 day of March, 2014.

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



Ron Wesen, Chair

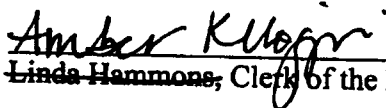


Kenneth A. Dahlstedt, Commissioner

ABSENT

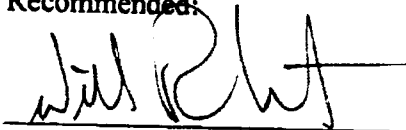

Sharon D. Dillon, Commissioner

Attest:



Linda Hammons, Clerk of the Board

Recommended:



Sheriff Will Reichardt



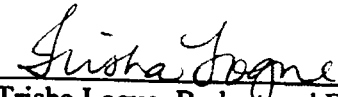
Tim Holloran, County Administrator

Approved as to form:

 (3/17/2014)

Will Honea, Chief Civil Deputy Pros. Attorney

Approved as to budget:



Trisha Logue, Budget and Finance Director

**SECOND AMENDMENT TO THE JAIL FACILITY USE AGREEMENT AMONG SKAGIT COUNTY, THE CITY OF
MOUNT VERNON, THE CITY OF SEDRO-WOOLLEY, THE CITY OF ANACORTES AND THE CITY OF
BURLINGTON**

JAIL MEDICAL CARE AND COSTS SUBSEQUENT AGREEMENT

RECITALS

WHEREAS, Skagit County ("**County**"); the City of Sedro-Woolley ("**Sedro-Woolley**"); the City of Anacortes ("**Anacortes**"); the City of Mount Vernon ("**Mount Vernon**"); and the City of Burlington ("**Burlington**"); collectively referred to as "**Parties**," entered into a Jail Facility Use Agreement (Skagit County Contract No. C20130315) regarding the funding and use of a new jail facility; and

WHEREAS, during the drafting of the Jail Facility Use Agreement the Parties agreed to re-visit the allocation of medical costs at a later date so as to not delay the execution of the Jail Facility Use Facility Agreement; and

WHEREAS, the Jail Facility Use Agreement provides as a placeholder that medical care and costs shall be allocated pursuant to state law until such time as the Parties enter into a subsequent agreement allocating medical costs; and

WHEREAS, the Parties have agreed to enter into this Agreement to serve as a subsequent agreement concerning payment for jail medical care as referenced in the Jail Facility Use Agreement as well as other costs related to fit-for-jail reviews.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby amend the Jail Facility Use Agreement pursuant to Washington law including but not limited to Chapter 70.48 RCW and Chapter 39.34 RCW by executing this Subsequent Agreement concerning the payment for jail medical care and fit-for-jail reviews and hereby agree and contract as follows:

AGREEMENT

1. **Annual Jail Medical Payment**: The cities of Anacortes, Sedro-Woolley, Mount Vernon and Burlington agree to make an Annual Jail Medical Payment (defined below) to County to be recorded as revenue to the Jail Fund as described in the Jail Facility Use Agreement. This Annual Jail Medical Payment shall cover each Party's Inmate medical costs, pharmaceutical, and fit-for-jail costs for persons in the custody of a Party in which the Party seeks to have booked in jail, for each Party's City Inmates for that year. Unless specifically excluded, Inmate medical costs covered under this Agreement shall be any emergency and necessary medical and health care for Inmates required under applicable state and federal law including but not limited to dental costs and Booked Inmate ambulance costs. Parties will remain responsible for their personnel

and transportation costs related to fit-for-jail evaluations. Any Inmate medical, jail, pharmaceutical, or fit-for-jail costs that exceed a Party's Annual Jail Medical Payment shall be an expense payable by the Jail Fund. Additionally, any Annual Jail Medical Payment made by a Party that exceeds a Party's Annual Jail Medical Payment shall remain as revenue to the Jail Fund. For purposes of this agreement "Inmate" is defined as any person in the custody of a Party that has been accepted for booking into the Jail by Jail Staff and "Booked Inmate" shall be a person who is currently booked in Jail.

- a. Annual Jail Medical Payment Defined. The Annual Jail Medical Payment shall be calculated based upon each Party's average of four years (January 1, 2011 through December 31, 2014) of medical, pharmaceutical and fit-for-jail costs. The Parties further agree and stipulate to the amounts listed in "Exhibit A" attached hereto as the four-year average of each Party's medical, pharmaceutical and fit-for-jail costs. The Annual Jail Medical Payment shall be remitted to the County as revenue to the Jail Fund in two equal payments based upon the schedule listed in "Exhibit A" hereto, except that the 2015 Annual Jail Medical Payment shall be prorated for the remaining months of 2015 at one half of the detailed four year average listed in "Exhibit A."
 - b. Annual Jail Medical Payment Schedule: The Annual Jail Medical Payment shall be remitted to the County as revenue to the Jail Fund in two equal payments based upon the schedule listed in "Exhibit A." Parties' 2015 and 2016 Annual Jail Medical Payment shall be the four year average listed in "Exhibit A" and shall be remitted to the County as revenue to the Jail Fund as detailed in the payment schedule detailed in "Exhibit A," except that the 2015 payment shall be prorated for the remaining months of 2015 at one half of the detailed four year average listed in "Exhibit A."
 - c. Increase or Decrease in Annual Jail Medical Payment Starting in 2017. Each Party's Annual Jail Medical Payment, starting in year 2017, shall increase (or decrease) on a yearly basis by the annual percentage increase (or decrease) in the Jail Base Operating Budget (as defined in the Jail Facility Use Agreement) from a baseline year of 2014 as defined in "Exhibit B" of the Jail Facility Use Agreement. For purposes of calculations, Year A is 2014, Year B is 2015 and Year C is 2017. (This allows for the change from 2014 to 2015 to be calculated by mid-2016 to include in budgets for 2017.)
 - d. Medical, Pharmaceutical and Fit-for-Jail costs incurred prior to July 1, 2015. Each Party agrees to pay for their City Inmates' medical, pharmaceutical and fit-for-jail costs incurred before July 1, 2015, based upon the "Current Practices Document," "Exhibit B" attached and incorporated into this agreement by this reference.
2. Term of Agreement: This Agreement shall become effective July 1, 2015, and shall continue for the same term as the Jail Facility Use Agreement or until terminated or amended by the parties as described below.
- a. Request to Amend Jail Medical Care and Costs Agreement. Any time after January 1, 2019, three out of the five parties to this Agreement may request to renegotiate the terms of this Agreement. If such request is made, all Parties agree to meet and negotiate the

terms of this agreement in good faith. If after at least four meetings of the Parties, and not more than 6 months, to discuss amendments, or by concurrence of all Parties, all Parties to this agreement do not agree to amended terms, then this Subsequent Agreement shall terminate and Paragraph 13 of the Jail Facility Agreement shall control effective on the earlier of January 1 or July 1 thereafter.

b. **Termination:** This Subsequent Agreement may be terminated upon the written agreement of all Parties to this document.

3. **Record Keeping:** The County shall continue to track fit-for-jail, pharmaceutical and medical costs attributable to each City and County inmate. Parties shall have the right to access and inspect records related to each Party's inmates, conditioned upon having valid Business Associate Agreements in place with the County.
4. **Other Provision:** All other provisions of the Jail Facility Use Agreement that are not in conflict with any provision of this Subsequent Agreement shall control and are hereby incorporated into this Agreement by this reference
5. **Definitions:** All terms, unless expressly defined in this Agreement, shall have the same meaning as defined in the Jail Facility Use Agreement.
6. **Counterparts:** This Subsequent Agreement may be executed in counterparts by the Parties, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

DATED this 21 day of September, 2015.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chair

Lisa Janicki
Lisa Janicki, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Amber Khogjiri
Clerk of the Board

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

Recommended: Neil Ritt
Department Head

County Administrator

Approved as to form:

M. Noe (9/9/2015)
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

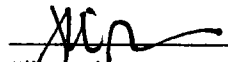
Dan Feltham
Risk Manager

Approved as to budget:

Lisa Segne
Budget & Finance Director

Dated this 10th day of Aug., 2015.

CITY OF MOUNT VERNON



Jill Boudreau, Mayor

APPROVED AS TO BUDGET:



Alicia D. Huschka, Finance Director

APPROVED AS TO FORM:



Kevin Rogerson, City Attorney

Dated this 22nd day of July, 2015.

CITY OF ANACORTES



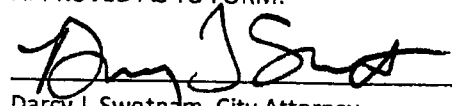
Laurie Gere, Mayor

APPROVED AS TO BUDGET:



Steven D. Hoglund, Finance Director

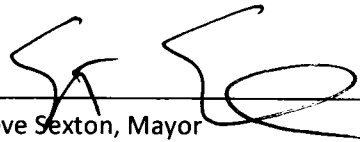
APPROVED AS TO FORM:



Darcy J. Swetnam, City Attorney

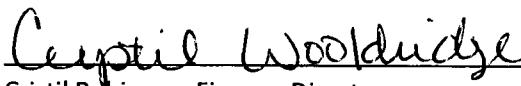
Dated this 27th day of August, 2015.

CITY OF BURLINGTON



Steve Sexton, Mayor

APPROVED AS TO BUDGET:



~~Cristil Robinson, Finance Director~~
Crystil Wooldridge, Finance Director

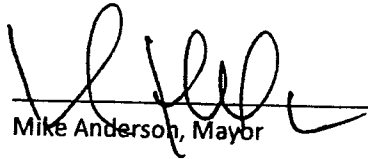
APPROVED AS TO FORM:



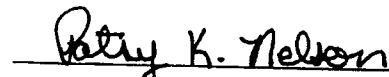
Leif Johnson, City Attorney

Dated this 22nd day of July, 2015.

CITY OF SEDRO WOOLLEY


Mike Anderson, Mayor

APPROVED AS TO BUDGET:


Patsy Nelson, Finance Director

APPROVED AS TO FORM:

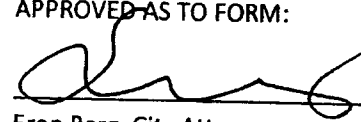

Eron Berg, City Attorney

Exhibit "A"

Fit for jail	2011	2012	2013	2014	4 year avg
Anacortes	5,799.21	7,758.97	6,052.47	3,804.97	5,853.91
Burlington	2,261.28	6,950.53	3,108.98	7,713.16	5,008.49
Mount Vernon	14,605.76	18,998.73	28,252.57	18,385.30	20,060.59
Sedro-Woolley	7,652.32	6,835.06	4,160.54	3,238.59	5,471.63

Medical (Including Rx)	2011	2012	2013	2014	4 year avg
Anacortes	4,945.00	19,353.55	17,555.36	34,558.93	19,103.21
Burlington	19,278.00	8,690.00	34,345.00	29,167.00	22,870.00
Mount Vernon	58,883.00	36,748.00	73,062.00	40,380.00	52,268.25
Sedro-Woolley	25,462.16	16,114.48	25,388.75	44,485.59	27,862.75

Total	2011	2012	2013	2014	4 year avg
Anacortes	10,744.21	27,112.52	23,607.83	38,363.90	24,957.12
Burlington	21,539.28	15,640.53	37,453.98	36,880.16	27,878.49
Mount Vernon	73,488.76	55,746.73	101,314.57	58,765.30	72,328.84
Sedro-Woolley	33,114.48	22,949.54	29,549.29	47,724.18	33,334.37

	2015 year Payment	1/2 2016 Payment
Anacortes	12,478.56	24,957.12
Burlington	13,939.24	27,878.49
Mount Vernon	36,164.42	72,328.84
Sedro-Woolley	16,667.19	33,334.37

Payment Schedule

Payments are due semi-annually on May 15 and November 15. If the dates fall on a Sat/Sun, payment is due Monday. Expenses will be invoiced by the County semi-annually.

The 2017 Payment will be the 2016 Payment multiplied by the annual percentage increase (or decrease) in the Jail Base Operating Budget as defined in "Exhibit B" of the Jail Facility Use Agreement. The 2018 Payment will be the 2017 Payment multiplied by the annual percentage increase (or decrease) in the Jail Base Operating Budget as defined in "Exhibit B" of the Jail Facility Use Agreement. And so on.

Exhibit B

Skagit County Jail Medical Bills- Current practice

If an inmate in the Skagit County Jail is in need of medical care while in custody all reasonable steps will be taken to insure the inmate's needs are met in accordance with jail standards.

Inmate has Insurance

If an inmate has medical insurance and is taken to the hospital or a doctor's office, the medical provider bills the inmate's insurance company directly. Any balance left after the insurance has paid is billed to and is paid by the Jail. The Jail then bills the Inmate (if they have funds on the books to contribute) then bills other responsible agency (ies) as detailed below.

Under the Affordable Care Act after 24 hours of being booked into jail they are eligible for coverage and we work with the hospital (and Community Services) to ensure they get signed up for insurance (Medicaid will be triggered and they will have coverage in spite of still being a jail inmate). Note: Many insurance carriers void coverage for any person incarcerated in a jail.

Inmate has funds to contribute

Anytime an inmate comes into the Skagit County Jail with money on their person or when someone puts money in their account via Touch pay, and the inmate has debt for medical services, there is an automatic split, where the County is reimbursed up to 40% of the money to pay the existing debt. If the debt is less than 40% of the funds, then only the amount of the debt is reimbursed with the balance left on the account for the inmate's use to pay for future medical, commissary, phone cards, etc. All unbilled charges are posted to the inmate's account as they are received. These will charge 100% of any funds available at the time of posting. New deposits of funds will be split as per the above (See attached scenarios).

No insurance and insufficient funds

Most inmates have no insurance, no money on their account and no prospects of getting either one soon.

Injury happens while in Jail - If that inmate is injured in the jail then the medical bills will be charged to the inmate, but paid by Skagit County – they will not be charged to the Agencies.

Inmate has medical bills resulting from pre-existing condition- If the inmate has a pre-existing condition or simply gets sick in the jail then the Agencies are billed as detailed below. Skagit County Jail as soon as possible, notifies all agencies with a financial stake in medical billing of a particular inmate, if said inmate is in need of medical care.

Misdemeanor	pre-conviction	originating agency pays
Misdemeanor	post-conviction	originating agency pays
Felony	pre-conviction	originating agency pays
Felony	post-conviction	Skagit County pays

Jail prepares Monthly a billing report allocating payment responsibility and these reports are then summarized into an invoice and mailed to the Agencies for reimbursement. Many times an

inmate will be held on multiple charges from two or more agencies. On these occasions the medical bills are split evenly between the agencies.

The following exception applies to the above:

If Dept. of Corrections is one of the agencies with a hold, they do not pay a split %. If they are the only agency with a hold then they are billed and pay 100%. If an outside jurisdiction agency has a hold on an inmate who is in "transit", but is staying at the Skagit County Jail by statute they are not required to pay medical and the responsible agency bears the cost of the entire bill.

Medical Expenses incurred within Jail Facility

Many inmates incur medical expenses at the jail without ever leaving the facility. Sometimes these medical expenses are passed onto the responsible agency and sometimes they are not. For example:

1. Anytime an inmate goes to see medical personnel at the jail they are charged \$5.00 for that visit. This bill is deducted from the inmates money account. If they do not have money on the books it is run as debt on their account and is often ultimately a loss to the Jail. This expense is not passed onto the responsible agency.
2. Inmates are often given "over the counter meds" without seeing a doctor. Medication such as aspirin, ibuprofen, cold medication, melatonin, etc. They are charged \$5.00 per month for taking that type of medication and the responsible agency is billed for that.

Transportation Costs

The cost of transportation to medical appointments (and standing by for security) is borne by Skagit County unless transportation is via ambulance. Occasionally if the jail staff is very short handed they will ask for assistance from the agency that is responsible for that inmate. If an inmate is transported by ambulance, the inmate and then the agency will be billed.

Dental Expenses

At times an inmate will need dental care. Most problems of this nature are handled by a dental van that comes to the facility on a regular basis. The cost for this van and the attending medical personnel is approximately \$1,250.00 per day (2015 rates). The cost is split between all inmates seen during the day. That cost is then passed onto the responsible agency if the inmate does not have any money.

Mental Health Treatment

Skagit County pays all mental health costs for all inmates (paid by Skagit County Community Services grant). Cost of medication is billed to inmate, then responsible agencies.

Fit for Jail Reviews

As required at the discretion of jail staff on duty, any agency seeking to book an inmate in jail must at their own cost, get medical clearance in the form of a fit-for-jail medical review before such inmate will be booked into the custody of the jail.

SCENARIOS

1. Inmate A is booked on Monday on Mount Vernon charges. When he is booked, he has no money. On Wednesday, he incurs \$75 in medical expenses. Mount Vernon is sent a bill for \$75.
2. Inmate B is booked on Tuesday on Burlington charges. When he is booked, he has \$600 on his person. He incurs medical charges of \$100 and Inmate is billed for and pays the entire \$100.
3. Inmate C is booked on Anacortes and Skagit County charges. He doesn't have any money and incurs a \$300 medical bill. Anacortes and Skagit County both pay \$150.
4. Inmate D is booked on Mount Vernon charges. He doesn't have any money and incurs a \$400 medical bill. Mount Vernon is billed \$400. Months later he is still in jail and his mother puts \$100 on his account for his birthday. We put \$40 towards his medical debt and Mount Vernon gets a \$40 credit on their next bill.
5. Inmate is booked on Sedro Woolley charges in September and he has no money. When he was here in September, he incurred a \$1000 medical debt and Sedro Woolley was sent a bill since Inmate C didn't have any money. In December, Inmate C was booked again and this time he has \$500 on his person but his account still shows a \$1000 medical debt from September. \$200 of his cash is applied toward his debt and Sedro Woolley is credited \$200 on their next medical bill.

**THIRD AMENDMENT TO THE JAIL FACILITY USE AGREEMENT AMONG SKAGIT COUNTY, THE CITY OF
MOUNT VERNON, THE CITY OF SEDRO-WOOLLEY, THE CITY OF ANACORTES AND THE CITY OF
BURLINGTON COLLECTIVELY KNOW AS "THE PARTIES"**

CLARIFYING TIMING FOR SEDRO-WOOLLEY PAYMENT AND DEFINING THE YEARS IN EXHIBIT B

RECITALS

WHEREAS, Skagit County ("**County**"); the City of Sedro-Woolley ("**Sedro-Woolley**"); the City of Anacortes ("**Anacortes**"); the City of Mount Vernon ("**Mount Vernon**"); and the City of Burlington ("**Burlington**"); collectively referred to as "Parties," entered into a Jail Facility Use Agreement (Skagit County Contract No. C20130315) regarding the funding and use of a new jail facility; and

WHEREAS, clarification is required regarding the timing and measurement period for the Sedro-Woolley payment; and

WHEREAS, a definition of Year A, Year B and Year C is required as it pertains to Exhibit B of the Jail Facility Use Agreement; and

WHEREAS, the Parties have agreed to enter into this Agreement to provide the necessary clarification and definition to effectively administer the agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby amend the Jail Facility Use Agreement pursuant to Washington law including but not limited to Chapter 70.48 RCW and Chapter 39.34 RCW by executing this Amendment and hereby agree and contract as follows:

AGREEMENT

1. **Clarification and Amendment of 3.e.1 related to the Sedro-Woolley Additional Payment:** The first payment due by the City of Sedro-Woolley will be due April 30, 2015. Thereafter, each yearly payment by the City of Sedro-Woolley shall be due and payable by April 30 of that same year.
2. **Definition of Years in Exhibit B:** As identified in Exhibit B of the Jail Facility Use Agreement, Year A shall be 2013, Year B shall be 2014 and Year C shall be 2016. For each subsequent year, one year will be added to each. So, the following year, Year A shall be 2014, Year B shall be 2015 and Year C shall be 2017.
3. **Other Provision:** All other provisions of the Jail Facility Use Agreement that are not in conflict with any provision of this Amendment shall control.
4. **Definitions:** All terms, unless expressly defined in this Agreement, shall have the same meaning as defined in the Jail Facility Use Agreement.

5. **Counterparts:** This Amendment may be executed in counterparts by the Parties, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

DATED this 16 day of November, 2015.

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



Kenneth A. Dahlstedt, Chair

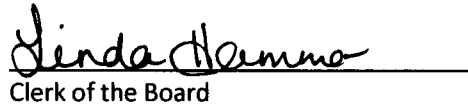


Lisa Janicki, Commissioner



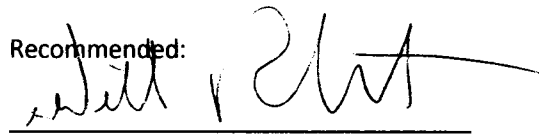
Ron Wesen, Commissioner

Attest:


Clerk of the Board

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

Recommended:



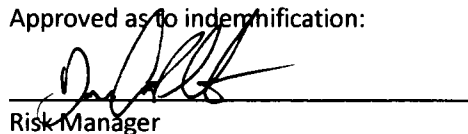
Department Head

County Administrator

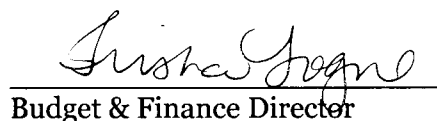
Approved as to form:


Civil Deputy Prosecuting Attorney

Approved as to indemnification:

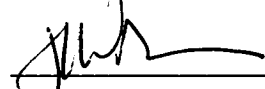

Risk Manager

Approved as to budget:


Budget & Finance Director

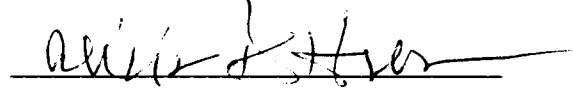
Dated this 16 day of Sep, 2015.

CITY OF MOUNT VERNON



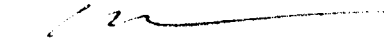
Jill Boudreau, Mayor

APPROVED AS TO BUDGET:



Alicia D. Huschka, Finance Director

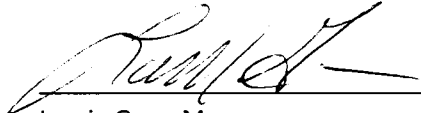
APPROVED AS TO FORM:



Kevin Rogerson, City Attorney

Dated this 30th day of September, 2015.

CITY OF ANACORTES



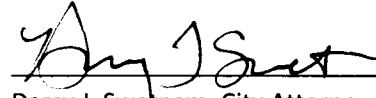
Laurie Gere, Mayor

APPROVED AS TO BUDGET:



Steven D. Hoglund, Finance Director

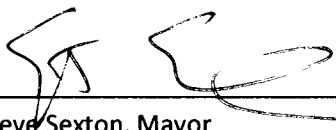
APPROVED AS TO FORM:



Darcy J. Swetnam, City Attorney

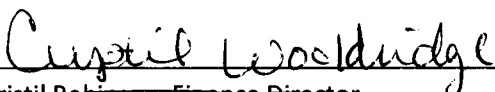
Dated this 27th day of August, 2015.

CITY OF BURLINGTON



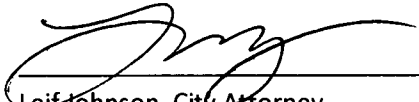
Steve Sexton, Mayor

APPROVED AS TO BUDGET:



~~Cristil Robinson, Finance Director~~
Crystil Wooldridge, Finance Director

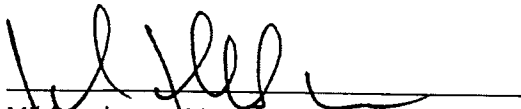
APPROVED AS TO FORM:



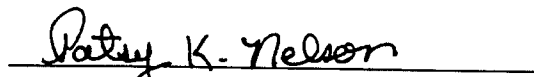
Leif Johnson, City Attorney

Dated this 22nd day of July, 2015.

CITY OF SEDRO WOOLLEY


Mike Anderson, Mayor

APPROVED AS TO BUDGET:


Patsy Nelson, Finance Director

APPROVED AS TO FORM:


Eron Berg, City Attorney

**FOURTH AMENDMENT TO THE JAIL FACILITY USE AGREEMENT AMONG
SKAGIT COUNTY, THE CITY OF MOUNT VERNON, THE CITY OF SEDRO-WOOLLEY,
THE CITY OF ANACORTES AND THE CITY OF BURLINGTON COLLECTIVELY KNOWN AS
"THE PARTIES"**

RECITALS

Whereas Skagit County ("**County**"); the City of Sedro-Woolley ("**Sedro-Woolley**"); the City of Anacortes ("**Anacortes**"); the City of Mount Vernon ("**Mount Vernon**") and the City of Burlington ("**Burlington**"); collectively referred to as "parties," entered into a Jail Facility Use Agreement ("Agreement") (Skagit County Contract No. C20130315) and subsequent amendments (Skagit County Contract Nos. A20140026, A20150135 and A20150168) regarding the funding and use of a new jail facility; and

Whereas the timing of Additional Financial Consideration (AFC) from the parties to the Jail Fund in the event of a Revenue Stabilization Account (RSA) shortfall sets a schedule for payments that may result in large fluctuations from year to year and could cause the Jail Fund to have an inadequate amount of cash for operations; and

Whereas the parties to the Agreement met in open session on January 8, 2021 and March 12, 2021 to discuss modifying the agreement to allow for a different schedule of payments to reduce the years in which the (RSA) falls below the Minimum Funding Threshold (MFT) and smooths the amount of the AFC; and

Whereas the parties to the Agreement intend that additional payments to the Jail Fund made for any year be reconciled with the actual financial results for that year, and that each party receives a reconciliation statement showing any overage or shortfall which will be credited or charged the following year; and

Whereas the parties have agreed to enter into this amendment to the Agreement to provide the necessary changes to the payment schedule.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby amend the Jail Facility Use Agreement pursuant to Washington law including but not limited to Chapter 70.48 RCW and Chapter 39.34 RCW by executing this Amendment and hereby agree as follows:

AGREEMENT

1. Paragraph 4 of Interlocal Agreement C20130315 shall be replaced in its entirety with the following:

4. JAIL FUND. Skagit County agrees to establish the Jail Fund to account for the construction and operations of the New Jail. The Jail Fund shall consist of "**Total Revenues**," defined as **(1)** bond revenues; **(2)** the direct funding by the County set out in paragraph 4(a) below; **(3)** the Sedro-Woolley payment, as set out in paragraph 3(c) above; and **(4)** the revenue received from the countywide. Sales Tax Measure after payment of the rebates described in Sections 3 (a) and (b); and **(5)** all other revenues derived from or associated with the Jail enterprise and its operation. Operational expenses of the Jail will be paid by the Jail Fund. Notwithstanding any other provision of this Agreement, the first priority for payment from the Jail Fund shall be Bond Payments.

- a. Direct Funding by County. Skagit County agrees to place into the Jail Fund for Jail operations \$5,500,000 per annum beginning January 1, 2014, from revenue sources separate from the revenue generated by the Sales Tax Measure. This amount will increase (or decrease) by the annual percentage increase (or decrease) in the Jail base operating budget from a baseline year of 2014, as defined in Exhibit B hereto.
- b. The Revenue Stabilization Account. Skagit County agrees to establish a fund balance to be known as the Revenue Stabilization Account (hereinafter, the "**RSA**"), a subcomponent of the ending fund balance of the Jail Fund.
 - i. The RSA will be funded by all revenues deposited into the Jail Fund in excess of debt service ("**Bond Payments**") and other permitted expenditures from the Jail Fund.
 - ii. During construction of the New Jail, Sales Tax Measure and other revenues in excess of that required for Bond Payments and the Operating Budget may either be applied toward New Jail project costs or applied to the RSA, at the discretion of the Finance Committee established pursuant to paragraph 5 herein.
 - iii. There is hereby established a Minimum Funding Threshold hereinafter, the "**MFT**") for the RSA, in the amount of \$3,900,000 as of December 31 of each year. The intent of the MFT is to serve as a hedge against potential fluctuations in revenue derived from the Sales Tax Measure from year to year.
 - iv. After the MFT first has been fully met, then, should the year-end RSA balance in any year thereafter be below the MFT, the difference between the MFT and the year-end RSA balance shall be considered an excess cost to be covered by the parties hereto through additional financial contribution. Except for initial funding of the MFT, in any year in which the RSA is projected in the August 15 Jail Model update (as defined in section viii below) to be below the MFT at the end of the following calendar year, as illustrated below, the parties to this Agreement will plan for the subsequent budgeting for and payment of the required additional financial contribution to the Jail Fund to occur by May 31 of the next calendar year. The exact amount of a party's required additional financial contribution shall be determined by the October 31 Jail Model update.

By way of illustration, if in Year 1 the RSA is projected in the August 15 Jail Model to fall below the MFT in Year 2, the parties to the Agreement will, during Year 1, plan for the subsequent budgeting for and payment of the required additional financial contribution during Year 2, with payment of the required additional financial contribution to the Jail Fund no later than May 31 of Year 2 based upon the actual amounts showing due in the October 31 Jail Model Update in Year 1.

- v. If the year-end RSA balance is at or above the MFT, it may be utilized consistent with paragraph 5 of this Agreement, including distributions to parties, provided that in no event may the RSA be utilized for purposes other than Bond Payments and Operating Budget shortfalls prior to the third full year of operation of the New Jail.
- vi. Additional financial contribution required from, and distributions to, the parties shall be calculated according to the following formula:

$$\frac{\text{USAGE}}{\text{TOTAL USAGE}}$$

"Usage" means, for any party, for the Calendar Year preceding the Calendar Year in which the Jail Model projects the RSA to fall below the MFT which additional financial contribution is assessed or distribution is made from the RSA (hereinafter, the "**Measurement Period**"), the total number of inmate days on behalf of that party, as determined by Jail staff. The initial Measurement Period will be Calendar Year 2020 for the additional required financial contribution, if any, to be planned for in 2021 for payment by May 31, 2022. An inmate day may be counted as a fraction if an inmate is held on behalf of multiple parties. For example, an inmate held on charges from two jurisdictions will be counted as 1/2 for each of the two jurisdictions.

"Total Usage" means the total of Usage for all of the parties for the Measurement Period.

- vii. When the RSA is below the MFT, the RSA may be used only to fund Bond Payments (first priority) and Operating Budget shortfalls (second priority), which use will be promptly reported to the Finance Committee.

Projection of the RSA balance shall be determined through the use of a Jail Model which is a spreadsheet calculation used to incorporate revenue sources minus debt service and operating expenses for the Jail Fund based on actual and historical financial information, actual budget, and estimates based on known or expected conditions not yet reflected in the budget. The County shall provide an update to the Jail Model at least semiannually based on the information and schedule detailed below.

- a. August Update. The Jail Model shall be updated by August 15 of each year to incorporate the approved Jail Budget for operating revenues and expenses for that year and the year-end actuals for the year prior, with inclusion of appropriate estimates and assumptions. This Jail Model will be used to provide the parties with an estimate of the amount of required additional financial contribution that will be due and payable to the Jail Fund no later than May 31 of the following year.

- b. **October Update.** The Jail Model is to be further updated by October 31 each year and shall incorporate the preliminary annual Jail budget for the following year and the year-end projections for the year in which the update occurs, with inclusion of appropriate estimates and assumptions as reviewed by the Jail Finance Committee. This model update will be used to provide each party with the actual amount of required additional financial contribution, if any, that will be due to the Jail Fund in May 31 of the following year.
 - c. **Reconciliation Report.** For any year that additional financial contributions are made by the parties, the amount paid will be reconciled with the actual financial results for that year, and each party will receive a reconciliation statement no later than August 15, showing any overage or shortfall, which will be credited or charged in the following year.
 - c. The parties acknowledge that the County intends to issue the Bonds in reliance upon the commitments and agreements of the parties reflected in this Agreement. The Bonds, when issued, will have a term not to exceed thirty (30) years, and may be refinanced by the County, without limitation, for the purpose of debt service savings so long as the term is not extended, and Bond Payments due in any year are not increased. All references to Bond Payments include any refunding bonds that may be issued to refinance the Bonds initially issued. In the event the Department of Revenue determines that it is not able or willing to distribute the Sales Tax Measure revenues as set forth herein, the parties agree to work cooperatively to achieve the intended revenue distribution.
 - d. The net proceeds derived by the County from the sale of the Bonds shall be deposited into the Jail Fund and used only for expenses related to the construction of the New Jail (including those pre-construction costs incurred by the County no earlier than Jan 1, 2012 and which are identified in the attached **Exhibit C**) and all related soft and hard costs of construction. Once the project is complete, any remaining bond proceeds will be used only as allowed by the bond documents.
2. **Other Provisions:** All other provisions of the Jail Facility Use Agreement and prior amendments thereto that are not in conflict with any provision of this Amendment shall control.
 3. **Definitions:** All terms, unless expressly defined in the Amendment, shall have the same meaning as defined in the Jail Facility Use Agreement.
 4. **Counterparts:** This Amendment may be executed in counterparts by the Parties, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

DATED this _____ day of _____, 2021.

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

Lisa Janicki, Chair

Peter Browning, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Dated this _____ day of _____, 2021

CITY OF MOUNT VERNON

Jill Boudreau, Mayor

APPROVED AS TO BUDGET:

Finance Director

APPROVED AS TO FORM:

City Attorney

Dated this _____ day of _____, 2021

CITY OF ANACORTES

Laurie Gere, Mayor

APPROVED AS TO BUDGET:

Finance Director

APPROVED AS TO FORM:

City Attorney

Dated this _____ day of _____, 2021

CITY OF BURLINGTON

Steve Sexton, Mayor

APPROVED AS TO BUDGET:

Finance Director

APPROVED AS TO FORM:

City Attorney

Dated this _____ day of _____, 2021

CITY OF SEDRO-WOOLLEY

Julia Johnson, Mayor

APPROVED AS TO BUDGET:

Finance Director

APPROVED AS TO FORM:

City Attorney



City Council Agenda Bill

Meeting Date: June 21, 2021

Agenda Item: 5.a.

Agenda Item Title: Resolution 3038: Extending the Duration of Resolution 2082 Providing Temporary Procedures to Respond to the COVID-19 Epidemic

Staff Contact(s): STEVE HOGLUND

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

GREG FRANCIOCH

Resolution

STEVE HOGLUND

DARCY SWETNAM

Item Summary: The City of Anacortes first responded to the COVID crisis with Resolution 2082 adopted on 3/16/2020, which (in part) directed that Council and Committee meetings be held remotely. The provisions of Resolution 2082 have been extended by resolution several times since then. The current resolution extended the provisions through 6/30/2021, and therefore will expire after the last regular Council meeting of June, if not extended further. It is recommended the existing COVID response provisions, including remote meeting requirements, be extended through 12/31/2021.

Budget Impact:

The City will work with a contractor to establish infrastructure to accommodate hybrid meetings for on premise and remote access meetings. Current expenditure estimates are less than \$5000 implementation.

Previous Action: On March 16, 2020 City Council adopted [Resolution 2082](#) Ratifying Proclamation of Emergency and Providing Temporary Procedures to Respond to the COVID-19 Epidemic.

On April 27, 2020 City Council adopted [Resolution 2085](#), extending the duration of Resolution 2082 through July 31, 2020.

On July 27, 2020 City Council adopted Resolution 2096, extending the duration of Resolution 2082 through September 30, 2020 with the exception of paragraph 3c which expired July 31, 2020. Under [Resolution 2096](#), both public comment and public hearings are allowed electronically.

On September 21, 2020 City Council adopted [Resolution 3000](#), extending the duration of Resolution 2082 through December 31, 2020.

On December 28, 2020 City Council adopted [Resolution 3010](#), extending the duration of Resolution 2082 through March 31, 2021, with the exception of paragraph 4(a), as the hiring freeze provision had been adopted in the 2021 budget ordinance 3078 . On March 15, 2021 City Council adopted [Resolution 3025](#), extending the duration of Resolution 2082 through June 30, 2021 with the exception of paragraphs 2(C) and 2(D), as the Library and Parks and Recreation followed State and local Health department guidelines in allowing Citizens to use the respective facilities.

Recommended Motion: I move to adopt Resolution 3038 extending the COVID response procedures through December 31, 2021.

Alternative Actions: Do not adopt new procedures and revert to procedures adopted by Resolution 2044; propose alternative procedures; propose alternative expiration date.

Attachments (listed in order presented):

1. Draft Resolution 3038 Extending Duration of Resolution 2082 Providing Temporary Procedures to Respond to the COVID-19 Epidemic

RESOLUTION NO. 3038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES EXTENDING THE DURATION OF RESOLUTION 2082 PROVIDING TEMPORARY PROCEDURES TO RESPOND TO THE COVID-19 EPIDEMIC

WHEREAS, on March 16, 2020 City Council adopted Resolution 2082 ratifying a proclamation of emergency and providing temporary procedures to respond to the COVID-19 epidemic; and

WHEREAS, on April 27, 2020 City Council adopted Resolution 2085 extending the duration of Resolution 2082 through July 31, 2020; and

WHEREAS, on July 27, 2020 City Council adopted Resolution 2096 extending the duration of Resolution 2082 through September 30, 2020; and

WHEREAS, on September 21, 2020 City Council adopted Resolution 3000 extending the duration of Resolution 2082 through December 31, 2020; and

WHEREAS, on December 28, 2020 City Council adopted Resolution 3010 extending the duration of Resolution 2082 through March 31, 2021; and

WHEREAS, on March 22, 2021 City Council adopted Resolution 3025 extending the duration of Resolution 2082 through June 30, 2021; and

WHEREAS, the public emergency for the novel coronavirus (COVID-19) continues and the future course of the emergency remains uncertain,

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

Section 1 – Continuation of Resolution 2082

The provisions of Resolution 2082 shall remain in effect until December 31, 2021, or earlier if rescinded by future City Council resolution, with the exception of Section 3(C) which expired on July 31, 2020, Section 4(A) which expired on December 31, 2020, Section 2(C) which expired March 31, 2021, Section 2(D) which expired March 31, 2021 and Section 2(B), 3(B), 4(D), and 6(B) which expired June 30, 2021.

Section 2 – Public Hearings

Any public hearing that cannot be held in person during the effective period of this resolution must offer public participation via telephone and other electronic means. City Council and staff will also encourage and accept public comment via email or written comment.

Section 3 – Culture and Recreation

The Anacortes Public Library will follow State and Local Health department guidelines in establishing a timeline and capacity plan in allowing on premise patrons to use the Anacortes Public Library. Likewise, the Anacortes Parks and Recreation department will follow State and local Health department guidelines in allowing Citizens to use City Parks, and provide Recreational Opportunities.

Section 4 – Effectiveness

The provisions of this Resolution shall become effective upon adoption and expire on September 30, 2021 unless further extended by formal action of Council.

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 28th day of June, 2021.

LAURIE M. GERE, MAYOR

Approved as to form and legality:

Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steven D. Hoglund, City Clerk Treasurer



June 2021

GPON CUSTOMER COUNT & REVENUE

Month	In Service	Static IPv4 Address	Monthly Recurring Internet Service Revenue	Monthly Recurring Static IPv4 Revenue	Monthly Recurring GPON Revenue	Monthly Recurring Other Revenue	MONTHLY REVENUE
Jan-21	524	31	\$33,616.00	\$411.00	\$34,027.00	\$2,023.25	\$36,050.25
Feb-21	575	34	\$36,445.00	\$449.00	\$36,894.00	\$2,023.25	\$38,917.25
Mar-21	624	31	\$38,906.00	\$400.00	\$39,306.00	\$2,023.25	\$41,329.25
Apr-21	698	34	\$43,962.00	\$438.00	\$44,400.00	\$2,023.25	\$46,423.25
May-21	720	35	\$45,200.00	\$447.00	\$45,647.00	\$2,023.25	\$47,670.25
Jun-21	772	39	\$48,868.00	\$494.00	\$49,362.00	\$2,023.25	\$51,385.25

CUSTOMER ORDERS

Residential	Count	Monthly Revenue	Commercial	Count	Monthly Revenue	Other Customers
100Mbps	218	\$ 8,502.00	100Mbps	37	\$ 3,293.00	\$867.00
100Mbps managed	214	\$ 10,486.00	100Mbps managed	29	\$ 2,871.00	\$1,156.25
1Gbps	140	\$ 9,660.00	1Gbps	37	\$ 5,513.00	
1Gbps managed	86	\$ 6,794.00	1Gbps managed	11	\$ 1,749.00	
One Static IP	4	\$ 36.00	One Static IP	22	\$ 198.00	
Five Static IPs	2	\$ 40.00	Five Static IPs	11	\$ 220.00	
Total:	658	\$ 35,518.00	Total:	114	\$ 13,844.00	
Grand Total		\$ 51,385.25				

	CBD	Old Town	M Ave	2020 Aerial Areas	West End	Remainder of City	Total
Potential Customers	255	562	160	1296	2302	3043	7618
Sign-ups	123	242	74	418	567	771	2195
Take-Rate	48.2%	43.1%	46.3%	32.3%	24.6%	25.3%	28.8%
Partial Installs	1	0	0	0	0	0	1
In-Service	111	233	68	334	0	26	772
Percentage of Orders in Service	90.2%	96.3%	91.9%	79.9%	0.0%	3.4%	

In our current service areas 857 orders have been received of the potential 2273 customers which equates to 38% market share.

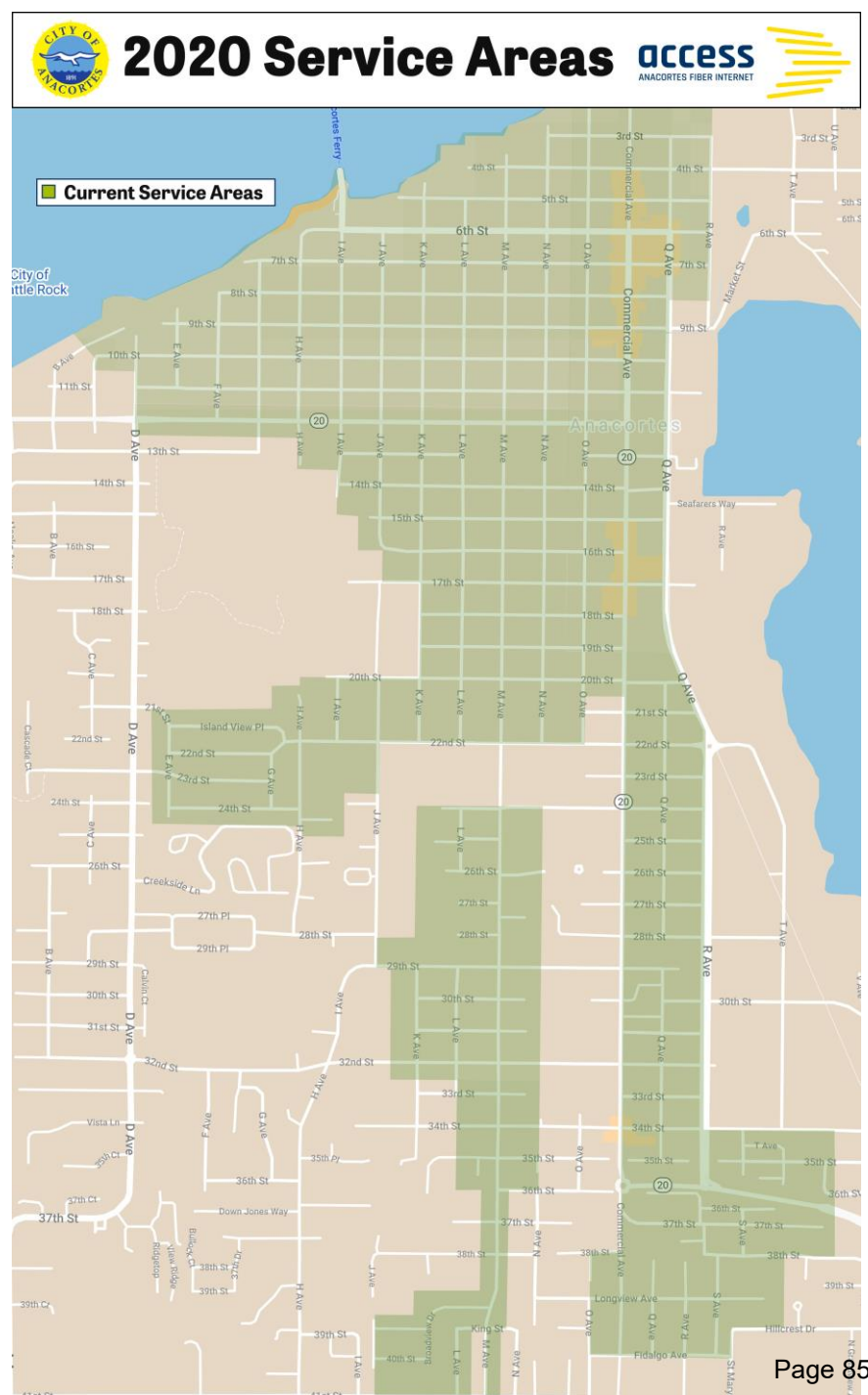
FIBER DIVISION CASHFLOWS

January 1 – May 31, 2021

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUNE</u>	<u>YTD</u>
REVENUES							
Internet	32,792	36,681	39,612	42,933	45,429		198,447
Dark Fiber	1,156	1,156	1,156	1,156	1,156		5,781
Ethernet	867	867	867	867	867		4,335
Installation	<u>5,790</u>	<u>4,044</u>	<u>20,474</u>	<u>4,504</u>	<u>3,309</u>		<u>38,121</u>
total revenues	41,606	42,748	62,110	49,460	50,761		246,684
OPERATING EXPENSES	(<u>70,310</u>)	(<u>95,050</u>)	(<u>74,877</u>)	(<u>69,216</u>)	(<u>68,049</u>)		(<u>378,288</u>)
OPERATING CASHFLOW	(<u>28,704</u>)	(<u>52,302</u>)	(<u>12,767</u>)	(<u>19,756</u>)	(<u>17,288</u>)		(<u>131,604</u>)
CONSTRUCTION EXPENSES							
Backbone &							
Customer installations	(<u>127,861</u>)	(<u>90,498</u>)	(<u>224,763</u>)	(<u>100,223</u>)	(<u>308,185</u>)		(<u>851,530</u>)
Core equipment	(<u>12,443</u>)	(<u>422</u>)	(<u>4,421</u>)	(<u>2,091</u>)	(<u>2,399</u>)		(<u>21,776</u>)
LINE OF CREDIT	<u>0</u>	<u>0</u>	<u>0</u>	<u>306,905</u>	<u>0</u>		<u>306,905</u>
TOTAL CASHFLOW	(<u>169,008</u>)	(<u>143,222</u>)	(<u>241,951</u>)	<u>184,835</u>	(<u>327,872</u>)		(<u>698,005</u>)

ACCESS ANACORTES FIBER INTERNET SERVICE AREA

Fiber technicians are systematically completing installations and placing customers into service. There are 111 orders in queue for service in our current service areas.



FUNDING OPPORTUNITIES

American Recovery Plan Act

May 10, 2021 Treasury Department issued Interim Final Rule on use of Coronavirus State and Local Fiscal Recovery Fund guidelines:

- *broadband infrastructure funds "are expected" to focus on unserved/underserved locations (i.e., lacking 25/3 service),*
- *although 100Mbps is "the speed necessary to ensure that broadband infrastructure is sufficient to enable users to generally meet household needs";*
- *"encourages ... support for broadband networks owned, operated, or affiliated with local governments, non-profits, and co-operatives -- providers with less pressure to turn profits and with a commitment to serving entire communities"*

FUNDING OPPORTUNITIES

National Telecommunications and Information Administration Broadband Infrastructure Program

\$288 million available nationwide

Grants ideally in range of \$5 to \$30 million

Requires partnership

Government entity.....NoaNet

Fixed broadband service provider.....City

Fiber Division exploring partnership with NoaNet

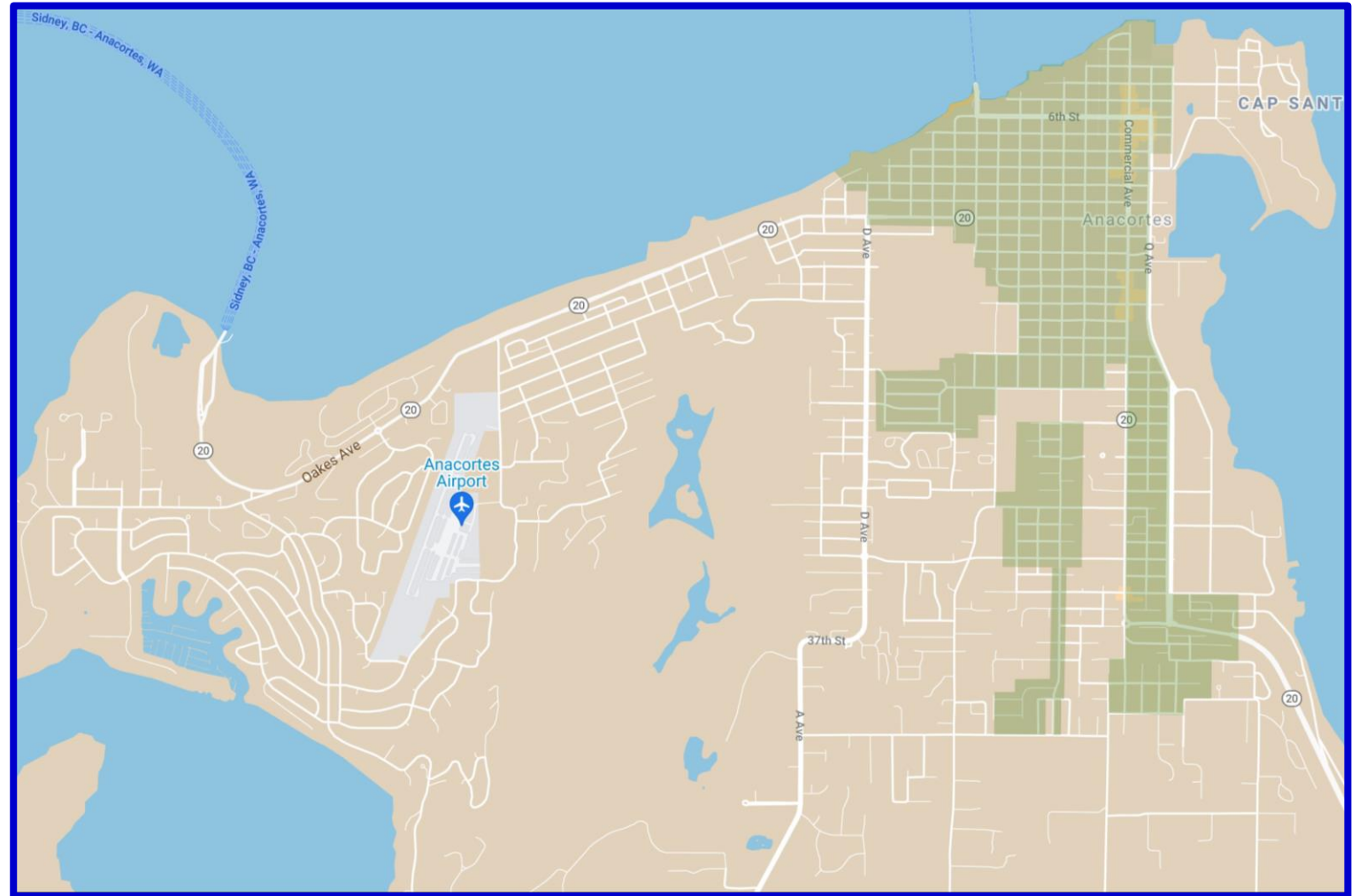
Applications due mid-August 2021

NETWORK EXPANSION

Area	Pass	Projected Expansion Timeframe	Funding
“West End” West of Anacopper Mine Rd.	2375	2021 design, construction, and installations. Installations will continue into early 2022.	Savibank Line of Credit (up to \$4.5M) Submitted this phase of the project for ARPA Funding which is being administered through the WA State Broadband Office
East of A Ave. Backfilling current service area	1815	2021 design followed by 2022 construction and installations	Economic Development Administration (EDA) grant for \$2.25M. Balance of project to be funded through Line of Credit.
East of Anacopper Mine Rd. to A Ave.	875	2023	Submitted this phase of the project for ARPA Funding which is being administered through the WA State Broadband Office Plan to include in NTIA grant application
Urban Growth Area along HWY 20 & March’s Point	Tbd	2023-2024	TBD Plan to include in NTIA grant application

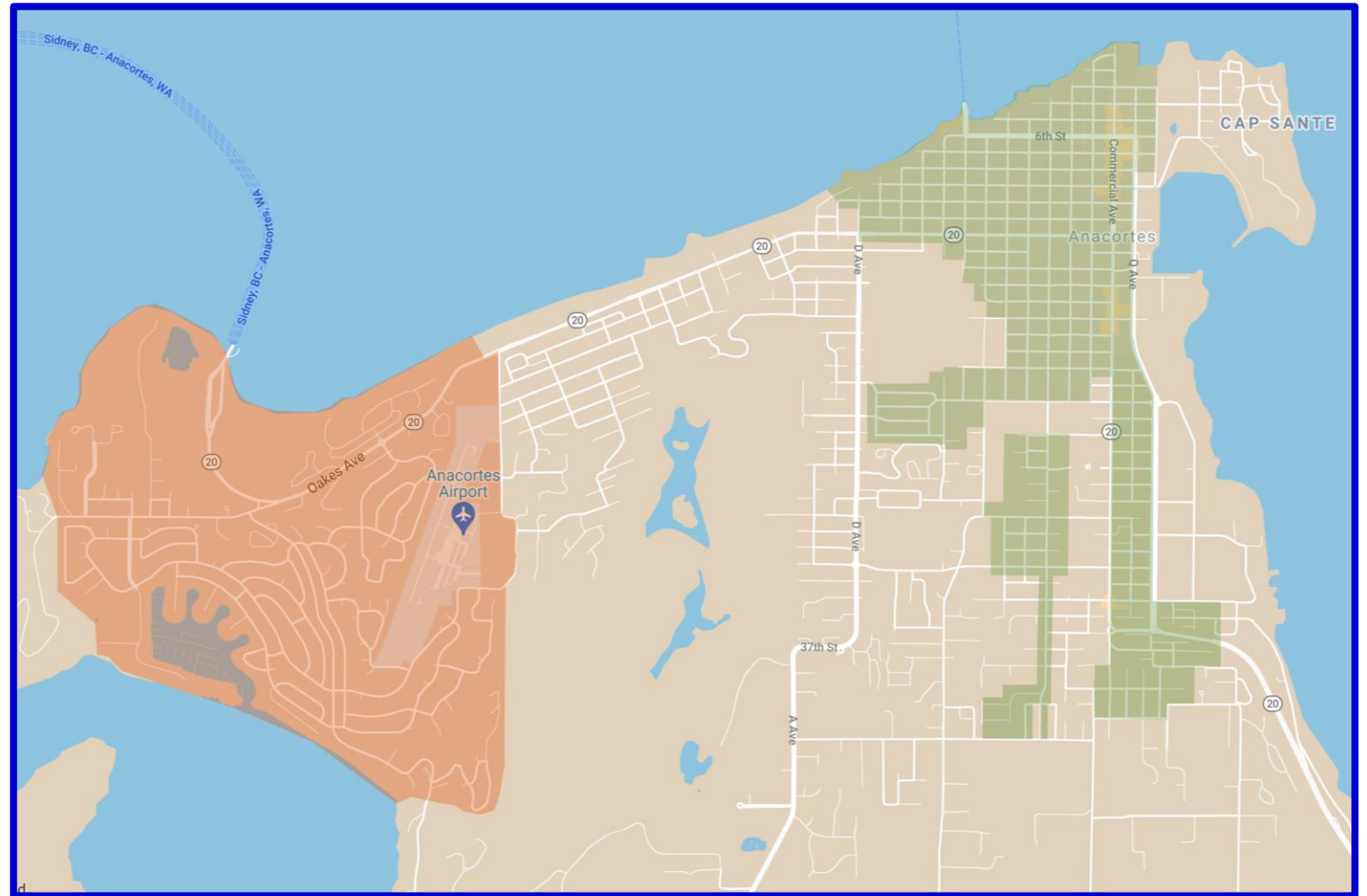
CURRENT SERVICE AREA

- Pilot Areas
 - Central Business District
 - Old Town
 - M Avenue
- 2020 Aerial Areas
- 2,273 potential customers



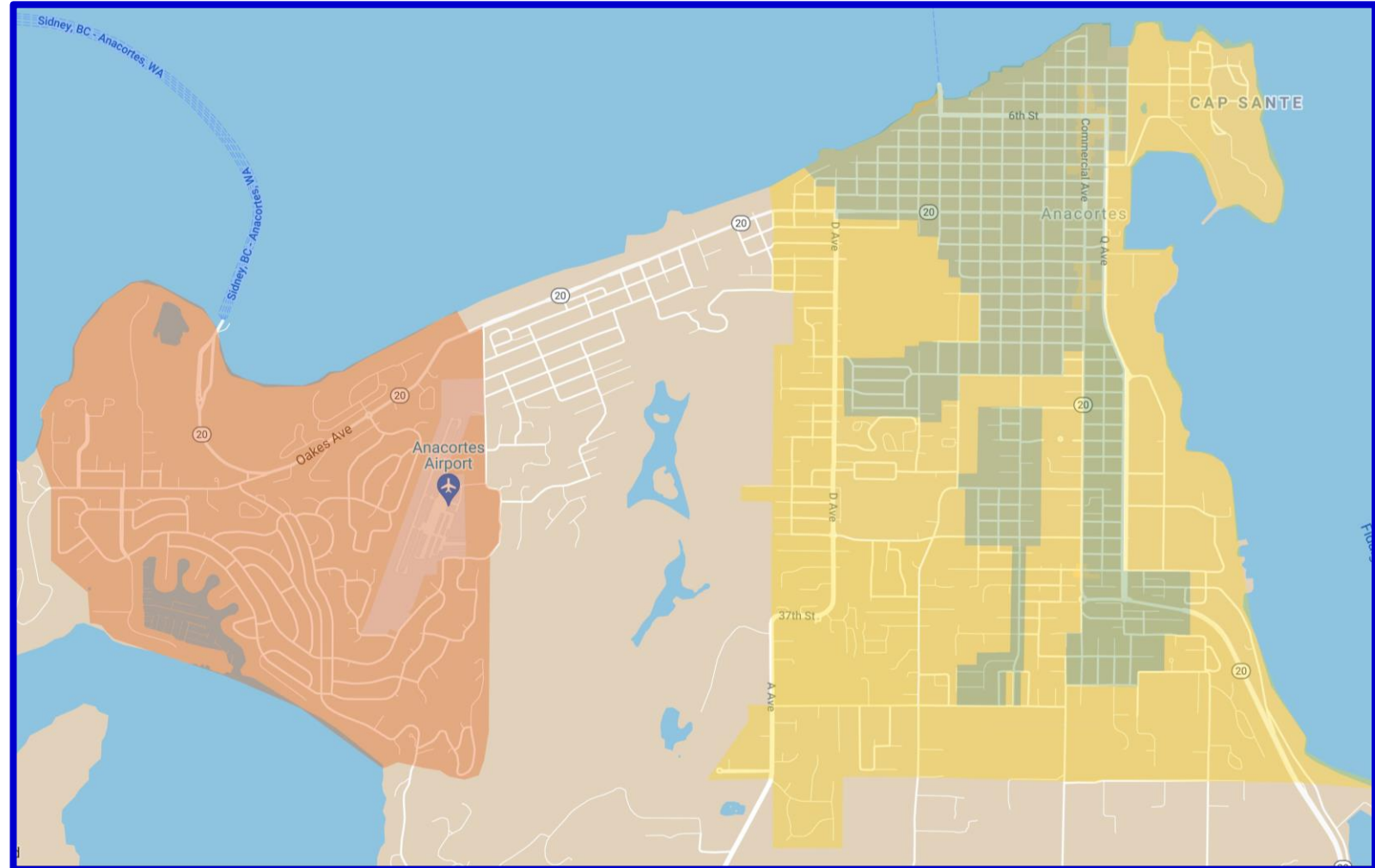
2021 EXPANSION

- West of Anacopper Mine Road
- Passes 2,375 premises
- After this expansion, the network will pass 4,648 potential customers



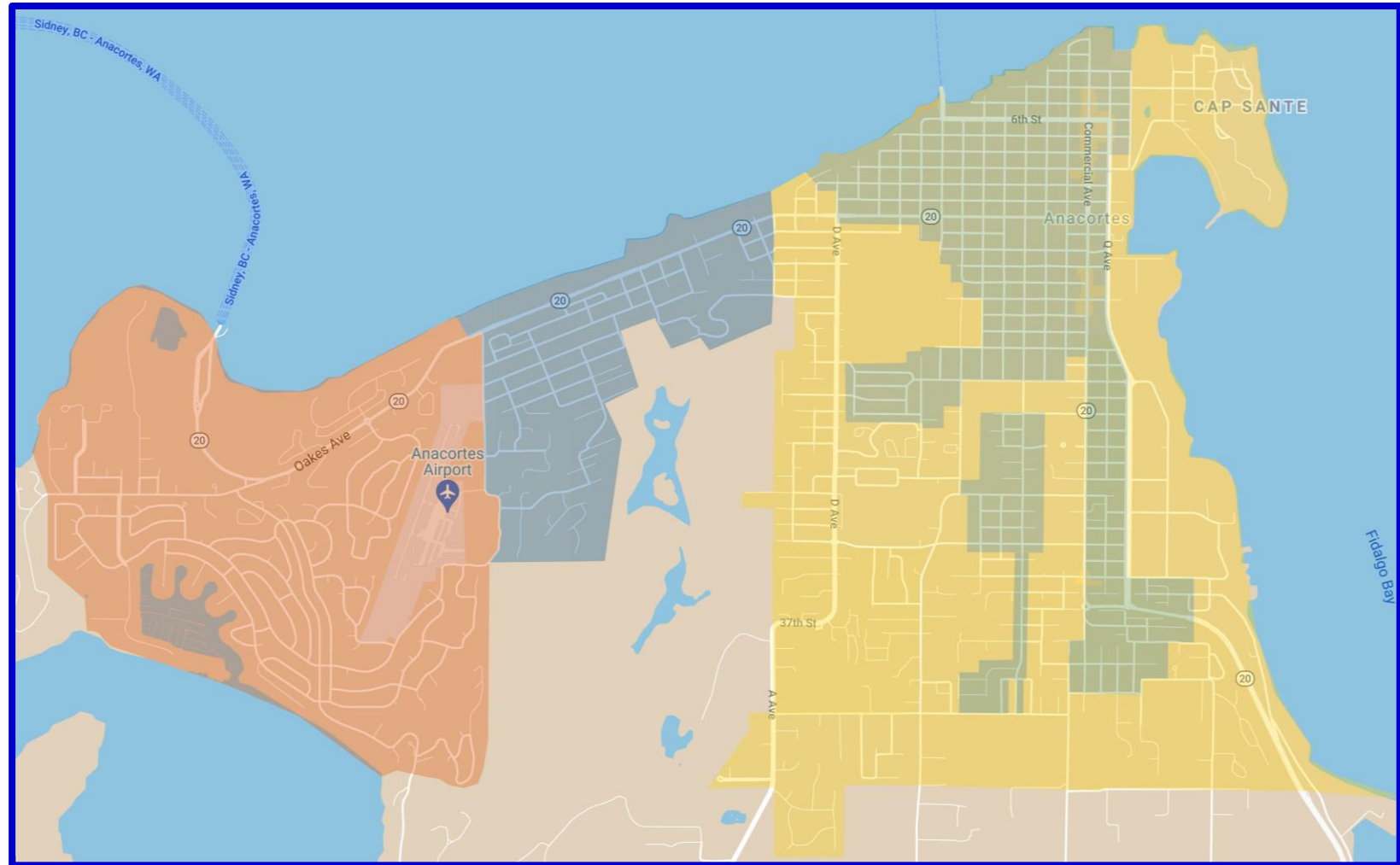
2022 EXPANSION

- A Avenue east to City limits
- Passes 1,815 premises
- After this expansion, the network will pass 6,463 potential customers



2023 EXPANSION

- A Ave to Anacopper Mine Rd
- Passes 872 premises
- After this expansion, the network will pass 7,335 potential customers



SPECIAL PROJECTS

☐ ANACORTES SENIOR ACTIVITY CENTER

2nd quarter 2021

Fiber being extended to City property for enterprise network
Replaces wireless connectivity

☐ ROCK ISLAND COMMUNICATIONS

2nd quarter 2021

Dark fiber lease, Anacortes to Mount Vernon
Dark fiber lease, within Anacortes

☐ WAVE

2nd quarter 2021

Dark fiber lease, Anacortes to Water Treatment Plant

☐ WESTERN WASHINGTON UNIVERSITY – SHANNON POINT MARINE CENTER

Late 2021

Dedicated internet access

☐ ISLAND HOSPITAL- ADDITIONAL SITE

Late 2021

Dark fiber lease



COMING ACTIVITY

- *EDA grant application continues to be processed*
- *Finalizing easements with west end HOAs & property owners*
- *Seeking ARPA grant funding*
- *Exploring NoaNet partnership for NTIA grant opportunity*
- *Following Infrastructure Bill*

- > **Faster Speeds**
- > **Lower Prices**

- > **More Reliable**
- > **Locally Run**

Residential Plans

Month to Month

100 Mbps	\$39/month
1 Gbps	\$69/month
Managed WiFi	\$10/month
Install Fee	\$100

Business Plans

12 Month Contract

100 Mbps	\$89/month
1 Gbps	\$149/month
Managed WiFi	\$10/month
Install Fee	\$100





City Council Agenda Bill

Meeting Date: June 21, 2021

Agenda Item: 5.c.

Agenda Item Title: Thompson Train Static Display Plan

Staff Contact(s): DARCY SWETNAM

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

Item Summary: At the February 22, 2021 Council meeting, the City Council directed the Mayor to develop a plan for a public static display of the Thomas G. Thompson, Jr. Train to comply with the 2012 Donation letter by which the City received the Train. In February, Council asked the Mayor to work with the Anacortes Railway Group, who indicated interest in funding and staffing the project. In late April 2021, the Anacortes Railway Group notified the Mayor that their group was withdrawing from the project and would not be financially supporting the endeavor. Therefore, the Mayor worked with staff to identify the necessary actions to develop a static display of the Train and the correlating budget requirements. The Mayor is now asking Council to allocate City funds for the development of the static display. On Wednesday, June 16, the City received a renewed request from the Thompson Family for the return of the Train, which is included in the Council's packet.

Budget Impact:

Council will need to direct staff to find \$140,000 in the 2021 budget to proceed this year, which will require cuts from existing budgeted expenditures. Additionally, there will be a commitment to budget funds for subsequent years for an additional 0.7 FTE staff member plus ongoing expenses, which staff estimate to be around \$87,000 in budget year 2022, plus unknown costs for train restoration and maintenance.

Previous Action: Council considered and rejected an offer from Bret Iwan to purchase the Train on [September 8, 2020](#). Council considered proposals for the Train on [October 26, 2020](#). On [February 22, 2021](#) Council received and considered a request from the Thompson Family to return the Train to the family, which Council denied.

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Static Display Business Plan
2. Staff Slide Presentation
3. Thompson Letter to Anacortes City Council 6/16/2021
4. Anacortes Railway Group Letter 4/26/2021



Thomas G. Thompson, Jr. Train Static Display Plan

Office of Mayor Laurie Gere

P.O. Box 547
Anacortes, WA 98221

p. (360) 299-1950

laurieg@cityofanacortes.org
www.cityofanacortes.org

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Executive Summary

i The family of the late Thomas G. Thompson, Jr. donated a train Mr. Thompson lovingly built and ran as a community amenity in 2012, with the request that the City use the Train to develop a static display open to the public. The Train has been stored at the City's Depot property in a wooden Train Shed constructed by Mr. Thompson for his Train, which is not currently suited to facilitate public viewing of the Train. The City now plans to move forward with the development of a static display for the Thomas G. Thompson, Jr. Train, which will be managed by the City Museum Department and open to the public.

The development of the display will require the renovation of the existing train shed, restoration of the Train, ongoing Train and shed maintenance, and operational plans and implementation.

The Mayor asks Council for a budget amendment of \$140,000 for 2021, and the integration of future needs of the display into future budget cycles.

Necessary Elements of Static Display

i Opening the static display to the public will require four main categories of work:

1. The renovation of the train shed;
2. Operational planning for the exhibit;
3. Train maintenance; and
4. Shed maintenance.

Train Ownership and Management

i The Train was donated to the City of Anacortes in 2012 by the Thompson family. The Train Shed had previously been donated to the City, along with related equipment. All assets related to this display will therefore remain the property of the City of Anacortes.

Location of Exhibit

i The Train is currently housed in the Train Shed that was constructed by Mr. Thompson and was a part of the history of the Train in Anacortes. Therefore, the City plans to improve the existing Train Shed, located at the Depot, to allow it to house the static display open to the public.

Train Shed Renovations

i The Train Shed will need certain renovations to transition to a suitable static display that can be opened to the public. These improvements are intended to accomplish two goals: to protect the Train from the elements and to allow the public enjoyment of the Train.

1. *Power: The train shed currently does not have power. Power is necessary to provide lights, heat, and climate control to minimize the elements' impact on the Train. This improvement will both protect the Train and facilitate public enjoyment of it.*
2. *Foundation: The train shed currently lacks adequate foundation support. Staff recommends installation of a proper foundation to both protect the Train and allow for a more robust public display.*
3. *Insulation: The train shed currently lacks insulation to maintain consistent temperature in the shed. Staff proposes insulating the train shed to protect the Train from the elements.*
4. *Windows: The current shed does not have windows. Staff propose adding windows to the shed, an upgrade necessary to allow public enjoyment of the Train.*
5. *Miscellaneous Improvements: There are other areas where the train shed does not meet current building code standards. While some of these variations are allowed in a historical building, staff recommends working with a contractor to identify those areas where the shed needs to be brought to code. For example, the shed needs to be improved to meet requirements under the Americans with Disability Act. These improvements will both protect the Train and the public to ensure the safety of the building for a public display and provide access to all interested visitors.*
6. *Display Enhancements: City staff recommend identifying areas where the facility can be enhanced to better interpret the history of the Train in Anacortes. These enhancements could include integrating related artifacts into the display, preparing signs and displays to interpret the Train's history, installing kiosks to show video footage, and other creative ways to honor and commemorate Thomas G. Thompson Jr.'s contribution to Anacortes's history.*

Operation of Static Display

The static display will be managed by the City Museum Department under the leadership of the Museum Director. Several key elements will need to be managed to open the display to the public.

1. *Hours of Operation: The City will establish set hours when the static display will be open to the public, which will be posted on the shed and the City website so the public can plan their visits. The hours will be based on anticipated demand, with the maritime heritage center and WT Preston exhibits as good models.*
2.  *Curation: The Museum Department will oversee the display itself and ensure that it interprets the Thomas G. Thompson, Jr. Train's history in Anacortes.*
3. *Staff Time: Staff will be required to provide proper oversight for the facility and coordinate volunteers to staff the display when open to the public. Staff time may be required for the display if volunteers are unavailable.*
4. *Volunteer Coordination: The Museum Department will attempt to staff the display with volunteers to minimize staff time.*

Staffing Needs

1.  To curate, oversee and coordinate the display, the Museum Department anticipates that it will need to hire the equivalent of 0.7 additional FTE employees.

Train Maintenance



The Train will require initial work and then ongoing maintenance to protect the asset. The City will plan for the following items:

1. *Steam engine Expert:* The City will engage the help of a steam engine expert to identify the specific work and ongoing maintenance needs of the Train.
2. *Initial Work:* Before the Train should be opened for public display, it needs to be cleaned and preserved. The specific work needed to restore the Train will be established with the assistance of the steam engine expert.
3. *Annual Train Maintenance:* The Train will require regular maintenance, which will be identified with the steam engine expert. To maintain the Train, the City may be required to steam it up, which will only be done with the assistance and under the supervision of the City's contracted expert.

Train Shed Maintenance



The Train Shed will be added to the City's facilities department's list for management of building needs and repairs. It will require regular inspections and periodic maintenance as needed.

Budget Requirements



The City originally planned to work with the Anacortes Railway Group to fund the static display, but they notified the City by letter on April 30, 2021 that they no longer wish to support or participate in the project. Therefore, the City will have to fund the project, which will require budget allocations.

Train Shed Renovation



1. Staff have consulted with an outside contractor to determine the overall budget to make the required improvements to the train shed and have received an estimate of between \$100,000 and \$115,000. Therefore, I am asking Council to allocate \$115,000 from the 2021 budget for this work.
2. The City would need to hire a contractor to improve the Train Shed:
 - a. This would need to be competitively bid.
 - b. The contract would lay out the specifications developed by the City with the help of community stakeholders.
 - c. As the owner of the property, the City will be able to ensure that the property complies with the City's and community's vision for the display.

Operations

- i** Even with community interest in volunteering to staff the static display, it will be necessary to add 0.7 FTE of staff time to oversee the display, coordinate maintenance and improvements, coordinate volunteers, and staff the display.

Train Restoration and Ongoing Maintenance

- i** It is difficult to estimate the ongoing costs for maintaining the Train and shed, but staff anticipates potential annual maintenance costs in the area of \$15,000 to \$20,000 per year.

Staffing

- i** The estimated budget for staffing is \$52,000 per year, which will be adjusted annually based on CPI and salary increases.

Overview

i	Category	Budget Year 2021	Budget Year 2022	Ongoing
	Train Shed Renovation	\$115,000		
	Steam Engine Expert Contract	\$25,000	\$10,000	\$10,000
	Train Restoration	??		
	Annual Train Maintenance		\$15,000	\$15,000
	Annual Train Shed Maintenance		\$10,000	\$10,000
	Staffing Costs		\$52,000	\$52,000
	TOTAL	\$140,000	\$87,000	\$87,000

There is currently no budget allocated to this project. Therefore, if Council wants to move forward with this budget allocation, other items currently in the budget will have to be cut to free funds.

Summary



Council has tasked me with developing a plan for development of a static display for the Thomas G. Thompson, Jr. Train. I have worked with staff to identify the necessary elements. The City will need to commit to fund the renovation of the Train Shed, staffing and planning for operation of the exhibit, Train restoration and maintenance, and maintenance of the Train Shed.

To proceed, Council will need to allocate approximately \$140,000 from the 2021 budget for Train Shed improvement, Train restoration, and organization of the exhibit. The allocations for 2021 are not currently in the budget and so existing 2021 budget items will need to be cut to fund these items.

Council will need to allocate roughly \$87,000 plus Train restoration costs for budget year 2022, which will cover the new staff person required to manage the facility and exhibit. Future budget years will need to cover the costs of the staff person and ongoing maintenance of the Shed and Train.

THOMAS G. THOMPSON JR. TRAIN STATIC DISPLAY BUSINESS PLAN

June 21, 2021



PROJECT HISTORY AND OVERVIEW

- The family of the late Thomas G. Thompson, Jr. donated a train and accompanying shed with the request that the City use the Train to develop a static display open to the public.
- Train and Shed located on the City's Depot property not currently suited to facilitate public viewing.
- City originally planned to work with Anacortes Railway Group (ARG) to fund the static display
 - ARG notified City by letter on April 30, 2021 they no longer wish to support or participate.
 - City budget allocations now required
- The development of the display will require renovation of the Shed and Train, ongoing Train and shed maintenance, and Static Display operational plans and implementation.



TRAIN OWNERSHIP AND MANAGEMENT

- Thomas G. Thompson Jr. Train was donated to the City by Anne Thompson in June of 2012.
- Train Shed and related equipment previously donated to the City
- All assets related to Static Display will remain City property
- Static Display will be managed by the City Museum Department



STATIC DISPLAY WORK CATEGORIES

- Train and Shed Renovation
- Train and Shed Maintenance
- Exhibit Operational Planning



TRAIN AND SHED RENOVATION

- Shed
 - Connect power
 - Repair/install foundation
 - Install insulation and windows
 - Various improvements to bring building to Code (e.g. ADA Accessibility)
 - Improvements to interpret Thompson Family legacy
 - Competitively bid contract for improvement work
- Train
 - Contract with steam engine expert for restoration work and ongoing maintenance needs
 - Cleaning and preservation



EXHIBIT OPERATIONAL PLANNING

- Necessary Operational Elements:
 - Development of set hours for display of Train
 - Posted on Shed and City website
 - Model initial hours on Maritime Heritage Center and WT Preston exhibits
 - Staff oversight of display
 - Museum Department requires **0.7 Full-time Employee** to provide exhibit curation, facility oversight and staffing coordination.
 - Volunteers and/or staff to work display



MAINTENANCE OF TRAIN AND SHED

- Train: Annual Train cleaning and maintenance will need to be identified and carried out with help from steam engine expert
- Shed: Regular inspection and periodic maintenance as needed



BUDGET ALLOCATION

<i>Category</i>	<i>Budget Year 2021</i>	<i>Budget Year 2022</i>	<i>Ongoing</i>
<i>Train Shed Renovation</i>	\$115,000		
<i>Steam Engine Expert Contract</i>	\$25,000	\$10,000	\$10,000
<i>Train Restoration</i>	??		
<i>Annual Train Maintenance</i>		\$15,000	\$15,000
<i>Annual Train Shed Maintenance</i>		\$10,000	\$10,000
<i>Staffing Costs</i>		\$52,000	\$52,000
<i>TOTAL</i>	<i>\$140,000</i>	<i>\$87,000</i>	<i>\$87,000</i>



NEXT STEPS

- Council
 - Allocate approximately **\$140,000 from the 2021 budget** for Train Shed improvement and a steam engine expert. There will likely be additional currently unknown expenses for Train restoration.
 - 2021 allocations are not currently in the budget
 - Existing 2021 budget items will need to be cut to fund these items
 - Allocate roughly **\$87,000 plus Train restoration costs for budget year 2022**
 - Covers **0.7 FTE staff** required to manage the facility and exhibit
- Legal
 - Contract to improve Train Shed
 - must be competitively bid
 - Specifications developed by the City with the help of community stakeholders.
 - Contract for train shed improvement will come to Council
 - Contract with a steam engine expert to identify how best to restore / maintain Train
 - City will ensure that property complies with the City and Community vision for the display.
 - Update CFP to incorporate new project of improvements to train shed
- Mayor and staff will coordinate details to operationalize static display, including coordination with community partners





QUESTIONS?





ELIZABETH M. CARNEY
carney@westseattlelaw.com

June 16, 2021

To: Darcy Swetnam, City Attorney
P.O. Box 547
Anacortes, WA 98221

Re: For Council Meeting of June 21, 2021 / Please return the Train to the Thompson Family

Ms. Swetnam:

I appreciate your assistance in conveying this communication to the Anacortes City Council on the matter of the Thomas G. Thompson Jr. Train.

Anacortes City Council:

Exactly nine years ago today, June 21, 2012, the then Mayor of the City of Anacortes entered into an agreement, a contract, with Anne Thompson, forever wife and widow of Thomas G. Thompson Jr., the man behind the masterpiece that is the Thomas G. Thompson Jr. Train.

Anne Thompson made this donation to the City of Anacortes to honor her husband and provide a gift to the City. That agreement stated the City of Anacortes agrees the Train will be cared for and safely stored in Anacortes and efforts will be made to raise funds for an eventual display structure. The agreement went on to say, the City's intent with the gift of the Train is to establish a static display for the enjoyment of the community.

Over the last many, many months, on several occasions, Council has been presented with a copy of this agreement in Council packets. During the same time, Council was provided detailed education on the history of the Train from museum personnel, and reviewed letters and emails from constituents sharing their memories of the Train and their wish that it stays in Anacortes. Also, during this time, Council encouraged proposals from all volunteer groups championing the Train and welcomed their advocacy and commitment to finding ways to finance and manage the care and display of the Train in Anacortes.

Council was also presented with in person advocacy from Anne Thompson's son, imploring the Council to pay attention to the action and inaction of the City and volunteer groups since the donation, and to take action to comply with the 2012 agreement. Additional documents and sworn statements from Thompson family members were provided to Council, pleading with the Council to return the Train to the family, because this magnificent treasure, that mattered so dearly to the

family, was not being cared for as agreed. Months continued to pass, with no resolution to the fate of the Train.

Most recently, discussions by Council regarding the future of the Train appear to have centered on the reality of financial support.

A proposal from Mayor Gere to City Council was presented at the April 7, 2021, Council meeting. This proposal identified dollars believed to be needed to adequately invest in the Train to comply with the 2012 agreement. The proposal included estimated initial costs and estimated annual costs that could be covered by the City or other affiliated groups. The proposal included a hope that the Anacortes Railway Group would contribute funds and support based on discussion with the ARG in the preceding months.

The Mayor's proposal included estimated costs of restoring the train shed. Of note, linked on the King 5 website, a story out of Skagit County on March 29, 2021, reported there was a 188% increase in lumber costs since the beginning of the pandemic, stating "Prices are at unprecedented levels". The costs included in the estimates provided to Council may not have included these heightened costs of materials and construction because these costs appear to be ever changing. And the costs are always increasing.

As of April 29, 2021, with the letter from Dave Sem and the members of the Anacortes Railway Group to Mayor Laurie Gere and the Anacortes City Council Members, all volunteer groups who over time have demonstrated an interest in the Train have dissolved or withdrawn their support.

A review of the recent discussions of the budget for the City of Anacortes reflects so many needs in the Anacortes community. Pressing needs that require significant financial resources. These needs could be judged, not unfairly, to be of far greater importance for the community than the Train.

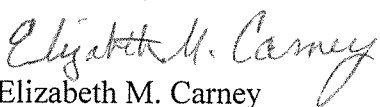
Nine years ago, the 2012 agreement was made. And the Train still sits in an old shed.

It is not clear that the terms of the 2012 agreement could have been met in the years following 2012, even if the situation had been managed differently. But whatever may have been possible with the Train in 2012 may just not be possible now. The universe has changed. Persons in all communities, including those in Anacortes, have survival needs to be met. Channeling dollars to infrastructure, emergency response teams, teachers and schools, libraries, and medical personnel, could be reasonably judged by the Council to be the priority.

The Thompson family continues its readiness to welcome the Train back. From June 21, 2012, to the present, the single, unwavering goal of the Thompson family was that the Train be where it would honor their husband and father and be safely enjoyed by others.

The Thompson family believes the return of the Train to the Thompson family is in the best interest of the Train, but more importantly, is in the best interest of the needs of the people of Anacortes.

Respectfully,


Elizabeth M. Carney

April 26, 2021

To: Mayor Laurie Gere
Anacortes City Council Members

Subject: Thomas G. Thompson Jr. Train

Dear Mayor and Council Members,

The Anacortes Railway Group is pleased that our efforts have revealed considerable local interest in the Tommy Thompson Train and the need for the City of Anacortes to display the train in accordance with the terms of the 2012 MOA with the Thompson Family.

Tommy created a remarkable piece of industrial art with his train and operated it in Anacortes for many years. While the relationship between Tommy and the City was not always smooth, he persevered and contributed a wonderful civic legacy to City lore. Upon his untimely death in 1999 the Thompson family removed the train from Anacortes and put it into storage in Seattle. It remained there, apparently unattended, until 2012 when the family was asked by Seattle City Light to move it. The family approached Anacortes to accept the train as a gift to the City with an MOA signed to accomplish that transfer. A group of local volunteers retrieved the train from Seattle, returned it to Anacortes, recertified the boiler, presented it back to the City during the 2012 Independence Day Parade and returned it to Tommy's train shed near the Depot. While a related volunteer group worked to develop a plan to operate the train in Anacortes, the City chose, for whatever reason, not to pursue the display as required by the MOA. When the volunteer group was unable to realize their goals, the City was left with no display nor operating train in 2018. An interested party in California approached the Thompson Family and the City in 2019 with an offer to buy and subsequently operate the train in California. The Thompson family and the City created a new MOA in late 2019. Subsequent discussions indicate there was not a common understanding of intent of that MOA. Our group came forward to assist the City in retaining the train in Anacortes and either operating it per the 2019 MOA or displaying it per the 2012 MOA. Repeated debates at City Council meetings have brought us to this point.

Seeing that the Council was not of a mind to operate the train in the city, our group offered overall funding, staffing and maintenance in a two-step approach to display the train in answer to the 2012 MOA. Initially we considered remodeling the existing train shed, but we felt the estimate to do so a poor value for the money. We then proposed to move directly to the second step with a new display building located in the Jim Rice Civic Park near the Depot and next to the WT Preston. Our proposal also included working with the City to help complete that area of Jim Rice Civic Park and provide a tourism connection between the Port's north/west basin and the Anacortes downtown core.

The Mayor and Staff provided an initial proposal between the City and the Anacortes Railway Group at the April 12, 2021 City Council meeting which focused only on remodeling the existing train shed. The extended debate at the Council meeting led to a further action to Mayor and Staff to revisit the proposal and meet with the Anacortes Railway Group. The Mayor and Staff met

with the Anacortes Railway Group on April 22, 2021 to present their revised proposal, focused again only on the existing train shed. The Anacortes Railway Group presented an outline of a proposed MOA along with supporting documents and concept renderings. Following discussions that indicated there were some critical difficulties with the proposals on the part of both City and Anacortes Railway Group, it was agreed that both parties would review the other proposals after the meeting.

The Anacortes Railroad Group carefully reviewed the April 12 and April 22 proposals by the City and firmly believes the City is completely capable of carrying out the intent of those proposals without the participation of our group. Both City proposals are essentially the same relative to the ARG's proposed participation. With the City centric proposal organized under the Museum, a City managed project to remodel the existing train shed and the capability of the existing Museum Foundation to raise funds and recruit volunteers it is our considered position that there is no need nor role for our group in the City's plan.

We wish to thank the City Council for allowing us the opportunity to pursue our gift to the city. But it is abundantly clear to us that the situation the City finds itself in now with respect to the Thompson family, municipal policies and regulations along with the past MOA's that any further attempt on our part to partner with the City is futile.

Our sincerest hope is the City Council, Mayor and staff will continue to create the display in Anacortes to celebrate and honor Tommy's Train in accord with the 2012 MOA.

Respectfully,

Dave Sem
And the members of the Anacortes Railway Group



City Council Agenda Bill

Meeting Date: June 21, 2021

Agenda Item: 5.d.

Agenda Item Title: Resolution 3039: Authorizing the Purchase of Storage Box for Emergency Safety Equipment Containment, and Waiving the Competitive Bidding Requirement due to Special Market Conditions, Pursuant to RCW 39.04.280

Staff Contact(s): STEVE HOGLUND

<u>Approved for Submittal to Council by</u>	<u>Action Type</u>
STEVE HOGLUND	Resolution

Item Summary: To better equip and provide for emergency personnel during an emergency event, a portable container is needed to keep emergency supplies and extra food for City Staff and other emergency personnel who may be needed by the City in the event of an emergency. A used container is available for a favorable price that requires Council approval for purchase. The cost of the container exceeds the statutory City bid limit of \$7500, however it is a used item, so a bid cannot be performed, therefore a waiver of bid requirements due to Special Market Condition as authorized in State law is requested. The used container is quoted at \$8150, and new one is quoted at \$13,859.

Budget Impact:
\$8,150 from Fire Department bars # 001.320.525.60.31

Previous Action: NA

Recommended Motion: I move to adopt Resolution 3039 waiving bid requirements due to special market conditions as authorized in RCW 39.04.280

Alternative Actions: do not approve resolution, direct staff as to other options for emergency equipment containment

Attachments (listed in order presented):

1. Resolution 3039

RESOLUTION 3039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, authorizing the purchase of storage box for emergency safety equipment containment, and waiving the competitive bidding requirement due to special market conditions, pursuant to RCW 39.04.280.

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

WHEREAS, the City's goal is to build a stronger, more resilient community through the improvement of training, procedures, and ready supplies; and

WHEREAS, the City's goal is to increase the storage capacity of emergency management supplies in a secure location and available in case of disaster; and

WHEREAS, the City's Fire Department requires a portable storage unit to keep City Staff emergency food supplies, and shelter materials for mass sheltering residents in the case of a disaster; and

WHEREAS, a refrigerated unit that is used and has been retired from its former use meets the City's need for this storage requirement and is available for immediate purchase from Simple Box, a vendor located in Burlington in Skagit County ; and

WHEREAS, two quotes for new similar containers were obtained at a quoted cost of \$13,859 and \$17,095 (before tax); and

WHEREAS, there is an obvious, significant cost savings to purchasing the used container at a quoted cost of \$8,150 (before tax).

WHEREAS, the Fire Department Chief believes the price for this used storage container is a highly favorable price and would be sold to another party before the City has the time to comply with formal bidding requirements.

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

Section 1. The City Council of the City of Anacortes, Washington, finds that as the Simple Box container is a used storage container it clearly meets the criteria of special market condition, justifying the waiver of competitive bidding requirements.

Section 2. The City Council of the City of Anacortes, Washington, hereby waives the bidding requirements for the purchase of the storage container and authorizes purchasing from Simple Box.

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

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

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 21st day of June, 2021.

Laurie Gere, Mayor

ATTEST:

Steven D. Hoglund, City Clerk/Treasurer

APPROVED AS TO FORM:

Darcy Swetnam, City Attorney