

SPECIAL CITY COUNCIL AGENDA
6:00 p.m. March 18, 2021
MEETING TO BE HELD REMOTELY
VIA TELEPHONE: 1-774-777-4255
CONFERENCE ID No.: 589-8786

CALL TO ORDER:

Mayor Sexton
Council Members: Aslett, Chaplin, J. DeGloria, R. DeGloria, Green, Loving, and Stavig
Staff: Blaine, Burwash, Dempsey, Erickson, Hampton, Hawes, B. Johnson, L. Johnson, Jongsma, Luvera, Morrison, Pulst, Rabenstein, Schwetz, Stewart, Toth, Ward, and Young.

ROLL CALL:

MAYOR'S OPENING REMARKS: Purpose of meeting and Objectives

COUNCIL OPENING REMARKS:

OTHER ELECTED OFFICIAL OPENING REMARKS:

NEW BUSINESS:

- 1) [Copy of Written Public Comments Received To-Date](#)
- 2) [Skagit First Step Center - Overview](#)
- 3) Overview of State Environmental Policy Act (SEPA) and Conditional Use Permit Process– Discussion
- 4) [Skagit County Capital Contribution Monies – \\$400k Interlocal Cooperative Agreement](#)
- 5) [Friendship House Operations- Proposed Memorandum of Understanding](#)
- 6) Other Funding Partners – City of Mount Vernon – Discussion
- 7) [Skagit First Step Fund Creation Ordinance](#)
- 8) [Authorization for use of REET & 1406 Dollars](#)
- 9) [Sole Source Cabin Purchases Resolution](#)
- 10) [Skagit First Step Center- Discussion of Possible “Protection Area Ordinance”](#)

DISCUSSION:

CLOSING REMARKS & COMMENTS:

ADJOURN:

DUE TO THE COVID-19 PANDEMIC, AS OF MARCH 20, 2020, ALL OTHER COUNCIL COMMITTEE MEETINGS ARE SUSPENDED UNTIL EMERGENCY PROCLAMATION 2020-03 HAS BEEN RESCINDED, OR UNTIL FURTHER NOTICE

Mayor Steve Sexton

March 1, 2021

333 S Spruce Street

Burlington, Washington

98233

Dear Steve,

Thank you for making February 22 a particularly special day with your welcome phone call.

Peggy Anderson, my friend and cohort in gathering support for your goal to house the homeless, is as pleased as I am that we have your o.k. to proceed. We hope gathering in early May will fit into your busy schedule. Our growing group of friends of the shelter is already looking forward to meeting you, hearing your plans, and finding out how we can contribute to its success in making a difference in the lives of those less fortunate than we. Before we meet,

I would appreciate your sending us any pertinent information you think we should have pertaining to the project, and the donations, such as 501C3 possibility, and how to designate any given amount.

It is a privilege to be able to work with you toward such a worthy goal.

Sincerely,



Barbara Carson

4320 Landmark Drive, Mount Vernon, WA, 98274

Whitford@gmavt.net, Tel. 802-349-4494

Dear Mayor Saxon,

Thank you for proposing a
long needed year-round
emergency homeless shelter
for Burlington.

I'm pleased that's plan to
use existing building for
support services.

Great POSITIVE step towards
permanent solution.

Sincerely, Carol Sullivan

2/4/21

Mayor Sexton,

It's never too late! Thank
you for believing your City can
make a positive impact for a
homeless person. Your Rease Road
emergency homeless shelter is
the start of something grand.

I appreciate your
foresight and good work.

- Jodi
P.S. My nephew

Dearest Mayor Sexton -

I want to personally thank you for your efforts to help address homelessness in Skagit County. I appreciate your growth and understanding of this issue. I know this was not at the top of your agenda and not necessarily what your community was expecting from you. Sometimes the right thing is not necessarily the popular thing. It took a lot of courage to bring this to the council. I am so thankful for your strength and commitment to making Burlington (and Skagit County) a wonderful place to live. Thank you for everything you put into this project.

Sincerely, April
Patterson

Fwd: Mount Vernon City Council interested in contributing to Burlington homeless shelter | Local News | goskagit.com

lj_hilliard@juno.com

Sent: Friday, January 22, 2021 6:38 AM

To: Steve Sexton

Sent from my T-Mobile 4G LTE device

----- Original message -----

From: lj_hilliard@juno.com

Date: Fri, Jan 22, 2021 9:25 AM

To:

mvmayor@mountvernonwa.gov; juann@mountvernonwa.gov; melissab@mountvernonwa.gov; irisc@mountvernonwa.gov; markh@mountvernonwa.gov; maryh@mountvernonwa.gov; garym@mountvernonwa.gov; Brocksmit, Richard;

Cc: Steve@sexton4mayor.com;

Subject: Mount Vernon City Council interested in contributing to Burlington homeless shelter | Local News | goskagit.com

Dear Mayor and City Council Members,

I am so very pleased that you are considering an effort to support the homeless community project being spearheaded by Mayor Sexton of Burlington. And my wife and I enthusiastically support the use of our taxpayer dollars to help make this project successful.

Our country has a homeless problem - in every city, small and large, from sea to shining sea. While there are policies that our federal and state governments can (and must) take to help address this national crisis, I believe that this local project, where "the rubber meets the road," is probably the most effective way to tackle this issue. As Mayor Sexton stated, it may not be 100% successful, but it's a worthy start.

What better example of bipartisanship - and government working together, for all - can there be than all of us across the region pulling together to make this happen?

Thank you for helping to make it happen.

Larry Hilliard
Maddox Creek
Mount Vernon

https://www.goskagit.com/news/local_news/mount-vernon-city-council-interested-in-contributing-to-burlington-homeless-shelter/article_0cbf2625-b0d7-5827-8b6c-4221f4ef7fba.html

Sent from my T-Mobile 4G LTE device

Online Form Submittal: E-mail Mayor Steve Sexton

noreply@civicplus.com

Sent: Thursday, January 14, 2021 1:37 PM

To: Steve Sexton

E-mail Mayor Steve Sexton

*To contact Mayor Sexton, please fill out the information below. Items marked with a red * are required. This form is not intended for Public Records Requests. Please see the [Public Records Page](#) for information and forms.*

First Name: James

Last Name: Kammerer

E-mail Address: james.kammerer@outlook.com

Phone Number: 12533186145

Your Message: Good Evening, I'm interested in taking part in todays Homeless Mitigation Project (study session). Are there any documents to be looked over. I have only been able to locate the call in number and meeting ID.

I appreciated your quotes in the paper and am glad to see the city moving with a plan.

Thank You

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: E-mail Mayor Steve Sexton

noreply@civicplus.com

Sent: Thursday, January 21, 2021 10:50 AM

To: Steve Sexton

E-mail Mayor Steve Sexton

*To contact Mayor Sexton, please fill out the information below. Items marked with a red * are required. This form is not intended for Public Records Requests. Please see the [Public Records Page](#) for information and forms.*

First Name: Suzanne

Last Name: Butler

E-mail Address: suzanne.butler@outlook.com

Phone Number: 360 336 0163

Your Message: Thanks for your leadership in developing a shelter. I will support your efforts any way I can. People want to help but don't know how. Please let me know ways to support your efforts.
Suzanne Butler
Mount Vernon

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: E-mail Mayor Steve Sexton

noreply@civicplus.com

Sent: Wednesday, January 20, 2021 6:24 PM

To: Steve Sexton

E-mail Mayor Steve Sexton

*To contact Mayor Sexton, please fill out the information below. Items marked with a red * are required. This form is not intended for Public Records Requests. Please see the [Public Records Page](#) for information and forms.*

First Name: McKenna
Last Name: Klein
E-mail Address: mklein@hkpa.com
Phone Number: 7157760141
Your Message:

Good evening Mayor Sexton,

I'm watching the Mount Vernon City Council meeting, and wanted to congratulate you on attempting to move forward with helping the houseless.

Myself and some individuals within my workplace are interested in providing volunteer services for the shelters. I have been in touch with Tina Tate about what they might need help with, as well, but do you foresee an opportunity for community groups to provide shelters, either on this project or future projects?

Thank you!

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: E-mail Mayor Steve Sexton

noreply@civicplus.com

Sent: Wednesday, January 13, 2021 11:04 AM

To: Steve Sexton

E-mail Mayor Steve Sexton

*To contact Mayor Sexton, please fill out the information below. Items marked with a red * are required. This form is not intended for Public Records Requests. Please see the [Public Records Page](#) for information and forms.*

First Name: Charlie
Last Name: Huddleston
E-mail Address: roarofcharlie@gmail.com
Phone Number: 3608553546
Your Message: Hello Mr. Mayor,

I wanted to send a message in support of your plan to provide permanent homeless shelter on Pease Road. I grew up in Skagit Valley and recently bought my first house in Burlington right on Washington Ave. It's been great getting to know the neighborhood and with that comes the growing homeless population. This problem will not fix itself overnight and it is a daunting one to say the least. Yet simply providing a permanent shelter is a major first step in helping.

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: E-mail Mayor Steve Sexton

noreply@civicplus.com

Sent: Friday, January 08, 2021 11:58 AM

To: Steve Sexton

E-mail Mayor Steve Sexton

*To contact Mayor Sexton, please fill out the information below. Items marked with a red * are required. This form is not intended for Public Records Requests. Please see the [Public Records Page](#) for information and forms.*

First Name: Peggy

Last Name: Ratermann

E-mail Address: ratermann.peggy@gmail.com

Phone Number: 3604668962

Your Message: Thank you so very much for pursuing a site for housing the homeless! I had read about the small units that were being built by an Everett company, and thought something like that would be perfect here in Skagit County. It was only a day or two later that I read that you had already had that in mind. I appreciate that you are taking this on, and hopefully other cities in the county will follow suit.

Sincerely, Peggy

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: E-mail Mayor Steve Sexton

noreply@civicplus.com

Sent: Thursday, December 17, 2020 6:01 PM

To: Steve Sexton

E-mail Mayor Steve Sexton

*To contact Mayor Sexton, please fill out the information below. Items marked with a red * are required. This form is not intended for Public Records Requests. Please see the [Public Records Page](#) for information and forms.*

First Name: Stella

Last Name: Ireland

E-mail Address: stellaireland@gmail.com

Phone Number: *Field not completed.*

Your Message: Dear Mayor Sexton, I am so pleased to read in the news about your proposal for the new homeless shelter. It has really saddened me to know about the growing number of people who have no home in our beautiful valley. Thank you so much for doing the right thing.
Much appreciation.
Stella Ireland

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: E-mail Mayor Steve Sexton

noreply@civicplus.com

Tue 3/2/2021 11:09 AM

To: Steve Sexton <steves@burlingtonwa.gov>;

E-mail Mayor Steve Sexton

*To contact Mayor Sexton, please fill out the information below. Items marked with a red * are required. This form is not intended for Public Records Requests. Please see the [Public Records Page](#) for information and forms.*

First Name:	Pat
Last Name:	EDWARDS
E-mail Address:	PAT_EDWARDS@YAHOO.COM
Phone Number:	3607559467
Your Message:	I am interested in your homeless housing project. Please let me know how I can help. Thank you.

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: E-mail Mayor Steve Sexton

noreply@civicplus.com

Sat 2/20/2021 9:53 AM

To: Steve Sexton <steves@burlingtonwa.gov>;

E-mail Mayor Steve Sexton

*To contact Mayor Sexton, please fill out the information below. Items marked with a red * are required. This form is not intended for Public Records Requests. Please see the [Public Records Page](#) for information and forms.*

First Name: Dorothy
Last Name: de Fremery
E-mail Address: ddefremery@cnw.com
Phone Number: (360) 856-1727
Your Message: Dear Mayor Sexton,

I have followed the prospects of a Homeless Shelter in Burlington, and am very grateful for your efforts.

Whatcom Nami is presenting a panel on 'Homelessness in Whatcom' on Feb 25th from 6 to 8.

The other is Mar 1st, on Crisis Intervention, which might also be helpful. I think if you go to NAMI Whatcom's website you will find more info.

I hope to be able to talk with you before long and see if there are ways I can support your project. Thank-you!

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: E-mail Mayor Steve Sexton

noreply@civicplus.com

Wed 2/17/2021 5:35 PM

To: Steve Sexton <steves@burlingtonwa.gov>;

E-mail Mayor Steve Sexton

*To contact Mayor Sexton, please fill out the information below. Items marked with a red * are required. This form is not intended for Public Records Requests. Please see the [Public Records Page](#) for information and forms.*

First Name:	Carol
Last Name:	Boss
E-mail Address:	cbosnwa@gmail.com
Phone Number:	3603997927
Your Message:	<p>Greetings Steve,</p> <p>Thank you for taking time this afternoon to answer my many questions and provide me with additional information about the progress of the Burlington Homeless Shelter to open on Pease Road. I am thankful and excited to see this proposal gain such traction, community support, funding and to be so close to implementation! I look forward to presenting the information to the Participants in Healing group at St. Paul's Episcopal Church (Mount Vernon) tomorrow.</p>

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: E-mail Mayor Steve Sexton

noreply@civicplus.com

Sent: Thursday, December 17, 2020 4:51 PM

To: Steve Sexton

E-mail Mayor Steve Sexton

*To contact Mayor Sexton, please fill out the information below. Items marked with a red * are required. This form is not intended for Public Records Requests. Please see the [Public Records Page](#) for information and forms.*

First Name: joan

Last Name: cross

E-mail Address: joaninbhutan@yahoo.com

Phone Number: 360-708-1516

Your Message: I commend you for trying to get a 40 bed facility for the homeless and I hope the council votes in favor.
As a homeless advocate and supplier of scarves and duffel bags to the homeless via Nancy Brown, the homeless are frequently in my thoughts. It's getting cold out there but more importantly, shelter and food are the beginnings of getting one's life together. joan cross

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: E-mail Mayor Steve Sexton

noreply@civicplus.com

Sent: Thursday, December 17, 2020 6:36 AM

To: Steve Sexton

E-mail Mayor Steve Sexton

*To contact Mayor Sexton, please fill out the information below. Items marked with a red * are required. This form is not intended for Public Records Requests. Please see the [Public Records Page](#) for information and forms.*

First Name: Peggy
Last Name: Anderson
E-mail Address: Peggy.Anderson@comcast.net
Phone Number: 360-420-6804
Your Message: Mayor Steve Sexton,

My heart is full this morning after reading in the Herald of the proposed Homeless Shelter in Burlington. This is has been a long time coming and I am looking forward to joyfully volunteering in any capacity I am needed.
Thank you Mayor Sexton,
Peggy ANDERSON

Email not displaying correctly? [View it in your browser.](#)

Dear Mayor Sexton:

Thank you for your idea to help ease the homeless situation in our community.

I am hoping the mayors of both Mt. Vernon and Sandro Wootery will join with you in making your suggestion a reality.

A solution is badly needed.

Sincerely,

Dona Thinske Mt. Vernon

12/21/20

Re: Proposal for permanent homeless community in Burlington

Dear Mayor Sexton

When I read the article in the December 17th edition of the Skagit Herald my thought was "at last"! I am a firm believer in homeless communities focused on individual residences. For many homeless they are on the street because they don't conform well to settings where folks live in one building. Many are very independent and want to keep their individual pride and freedom, and having their own residence helps keep that intact.

Further, I believe that until a person has adequate shelter, and nourishing food it is difficult to focus on physical and mental health, job skills and ultimately earning an income so they can re-enter society with confidence and capability.

My 83 year old uncle has been homeless in California for nearly 20 years. He is bipolar, refuses to take medication, has severed all ties with family/friends with the exception of his 88 year old sister, and is fiercely independent. About five years ago we were able to get him into a VA housing program where he shared a house with four other vets. Within three months he returned to the streets because he couldn't get along with one of his housemates. Unfortunately, he left before starting to see a psychiatrist to deal with his mental illness. Had he resided in his own home he may have stayed long enough to access the services he needed. He returned to live in a field in an abandoned car. When that was towed away, he moved out onto the street. His health has deteriorated and the last we heard he was in the hospital with multiple health issues, including Covid-19.

As you can probably imagine, the plight of the homeless is one that strikes near to my heart. My opinion is that in one way or another society has failed those who are now homeless. The proposal to create the tiny-home community is a small but valuable step to begin to help those who are homeless in our area.

Thank you for the work you are doing!

Sincerely,



Sue Russell
12343 Bay View Cemetery Rd.
Mt. Vernon WA 98273
360-395-8285

Sunday December 20, 2020

Mayor Steve Sexton
and Council members,

It is so heartening to hear your plans to work on making a place for the homeless in our community. I know that we will never be able to get everyone off the street, but in these times of such incredible inequality, there are way too many people who need help.

I am not a wealthy person, but I do have Housing and food security, and that is the very least we should do for our fellow brothers and sisters.

Find enclosed a check in the amount of \$500.00, to be used for your proposed project.

Bless you.

Warmest Regards,

A handwritten signature in cursive script that reads "Laura Matthews".

Laura Matthews
7550 Ershig Rd.
Bow, Washington, 98232

https://www.goskagit.com/opinion/letters_to_the_editor/letter-pleased-mount-vernon-council-considering-helping-homeless-shelter-project/article_67502cc2-b36d-59e5-9f0d-e103cdb90ac9.html

Letter: Pleased Mount Vernon council considering helping homeless shelter project

Elaine LaParle

Jan 28, 2021

I think that the Mount Vernon City Council's consideration of funding for the Burlington homeless shelter project is very commendable and should be seriously considered.

There are many underlying causes for homelessness, and giving people a base site is a great step in solving some of their issues. I would hope the council would realize that and help.

It is a very complex situation, and I would hope Mount Vernon is concerned and has been affected by this situation. I agree it is the right thing to do.

Elaine LaParle

Mount Vernon

https://www.goskagit.com/opinion/letters_to_the_editor/letter-mount-vernon-council-should-assist-burlington-shelter/article_2761e01d-b8c4-5b2d-a225-b80fb1cb405e.html

Letter: Mount Vernon council should assist Burlington shelter

Patty Lutz

Jan 27, 2021

I am encouraged to know that the Mount Vernon City Council is considering a contribution of funds to support the Burlington Homeless Shelter Project.

With 24/7 management and access to on-site services, I believe it is a meaningful step in supporting people as they struggle to overcome homelessness, hunger, poverty, addiction and mental health issues.

I hope the council will continue its effort to find a way to help fund the project. It is the right thing to do.

Patty Lutz

Mount Vernon

https://www.goskagit.com/opinion/letters_to_the_editor/letter-shelter-shouldnt-be-near-businesses/article_54eaa58c-8c67-5578-a081-010d43120d19.html

Letter: Shelter shouldn't be near businesses

By Joan Harris

Dec 23, 2020

This letter is in response to the two letters from Mount Vernon residents about the homeless shelter in Burlington.

I agree something needs to be done, but placing them in the middle of businesses is not the answer. The value of their property will go down. What about the garbage, the lack of care for the little homes, the drug activity and people extending to tent living on the property? What kind of management will control this?

Why don't we try three or four little homes in Mayor Sexton's backyard and see how it goes first?

Joan Harris

Burlington

https://www.goskagit.com/opinion/letters_to_the_editor/letter-appreciate-proposal-for-homeless-shelter-services/article_9d296b24-99ce-5e52-8961-1e2da8c4acb9.html

Letter: Appreciate proposal for homeless shelter, services

By Jere LaFollette

Dec 20, 2020

The Dec. 17 edition of the Skagit Valley Herald featured an article on a proposal by Burlington Mayor Steve Sexton to establish a permanent homeless shelter in Burlington. In addition to shelter, this proposal includes the provision of a range of additional supportive services that would help persons who are homeless move beyond this temporary alternative.

I would like to extend my appreciation to Mayor Sexton and County Public Health Department staff member Sarah Hinman for their dedicated work on this important issue.

Many of us are aware of the growing number of homeless individuals and families in our communities. Economic hardship, a shortage of affordable housing, and the lack of comprehensive and appropriate treatment and support services for persons with mental health and substance use disorders all contribute to homelessness. Persons who are homeless deserve our compassion and support.

Mayor Sexton's proposal is definitely a step in the right direction.

Jere LaFollette

Mount Vernon

https://www.goskagit.com/opinion/letters_to_the_editor/letter-support-for-year-round-homeless-shelter/article_8505525c-1b67-5e4c-bb31-2ce29a38a513.html

Letter: Support for year-round homeless shelter

By Roberta Ewing
Dec 20, 2020

I was glad to read that Burlington Mayor Steve Sexton is proposing a year-round homeless shelter. Finally, a politician that looks at his community, identifies a problem and presents a do-able, quick solution.

I know that the community may say "not in my backyard," but I hope that the City Council will look at this opportunity in humane terms.

This large, Skagit community treats stray dogs better than they treat human beings with mental health issues. Addressing the human being by providing a safe and secure living space and services will change someone's life for the better.

Of course, there should be management of the site to enforce rules regarding drug and alcohol usage, restriction of visitors to the site and enforcement of laws in the community as a whole.

If your hot water tank busts, how long would you go without hot water? If your toilet becomes unusable, how long would you wait to have it fixed? People need a warm shower to wash their hair and maintain their cleanliness for their health. They need restroom facilities so they don't feel like animals. These are basic needs.

As a caring community, we need to look at these people as our brothers, sisters, moms or dads because they could be. We need to give them dignity and a sense of safeness.

Please authorize this project.

Roberta Ewing

Mount Vernon



January 29, 2021

Mayor Steve Sexton
Burlington City Council
833 South Spruce Street
Burlington, WA 98233

Dear Mayor Sexton and the Burlington City Council,

We are writing to notify you of our opposition to your proposal to create a homeless shelter at 465 Pease Rd.

As the owners and operators of a business in the City of Burlington, we applaud your noble idea and admirable efforts to solve the homeless problem in our community. Unfortunately, we believe your proposal will have the exact opposite result of the intended solution, and ultimately, the problem along with its secondary and tertiary effects, will only get worse. When it does, our current and future tax paying residents and businesses will be the ones who suffer. One needs to look no further than Seattle, and now Bellingham, for evidence.

This issue is far bigger than the City of Burlington can handle on its own. To think otherwise is simply unrealistic. From both a geographical size, to the cost to operate, our community cannot afford to host a homeless shelter. Not only is the proposed location within 1500' of commercial businesses, residential homes, and the parks where our children play, but the annual operating cost (\$500,000 to \$600,000 according to an article in the Skagit Valley Herald) is two thirds of the expected revenue of the new Business and Operations tax (\$750,000 according to an article in the Skagit Valley Herald) levied on many of those same businesses last year!

Until this issue is addressed at the national level, with national level solutions for mental health and substance abuse problems, no small city should be expected, nor should they try, to solve this on their own. Instead, this issue needs to be addressed at the county level, with participation from all Skagit County cities and towns, to come up with a singular solution and location that is not within city limits where most of our county businesses reside, and residents live.

We understand there is a problem, but your proposal is not the solution. We know it will not be easy, but we hope that you reconsider and do what is truly best for our city...find another option.

Sincerely,

Tianna Tsitsis, MD
Co-founder and Owner

Keith D. Eltner
Co-founder and CEO

325 E. George Hopper Rd • Suite 101 • Burlington, WA 98233 • 360.982.2620
2219 Rimland Dr • Suite 105 • Bellingham, WA 98226 • 360.685.8408
RejuvenationMDmedspa.com

[Return to Agenda](#)

Skagit First Step Center

465 Pease Road Burlington Washington

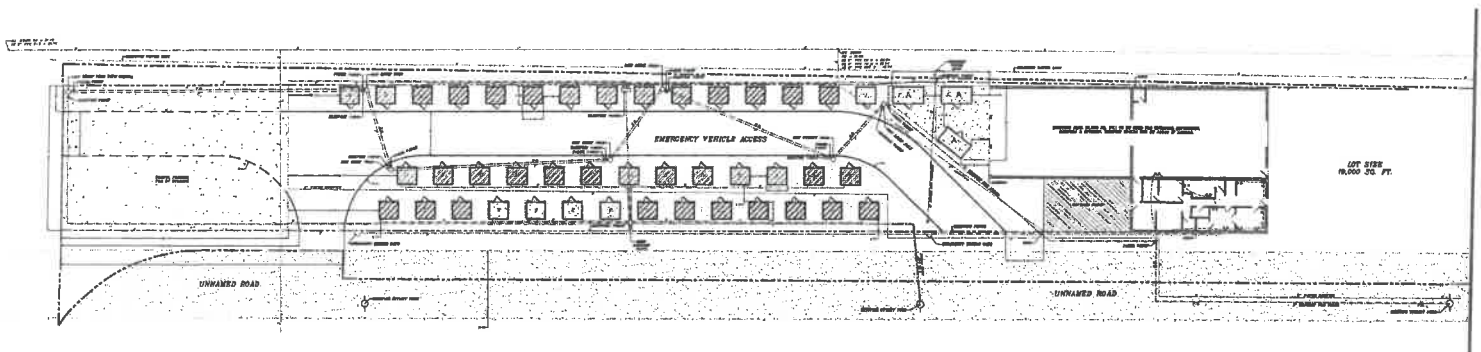
Project Overview

The City of Burlington, in partnership with Skagit County, the City of Mount Vernon and the Friendship House is proposing to develop a site for transitional housing to serve selected individuals and families in Skagit County. The Center will occupy a parcel of land and existing building in Burlington upon which approximately 45 Palletshelter Cabins (pictured below) will be placed. The Cabins will be occupied for up to 90 days to provide transitional housing and support services to aid these persons in their quest to improve their lives.



Various types of shelters were considered with two of the structures brought to the Burlington City Hall for inspection and viewing. After numerous individuals had a chance to see the shelters, it was the clear consensus that the cabins manufactured by Palletshelter were the preferred choice. Their modular construction and durable materials were particularly noted as advantageous.

There are two basic sizes – the 64 square foot model and the larger 100 square foot model (both pictured above). The smaller model is considered single-occupancy while the larger could house two family members. The approximate cost is \$6,800 and \$8,900 respectively. The current plan call for 42 of the 64 square foot models and three of the larger models. With the site on Pease Road being rectangular in shape with an existing building occupying the front of the property, the intent is to arrange the Cabins on the rear portion of the property as shown below.



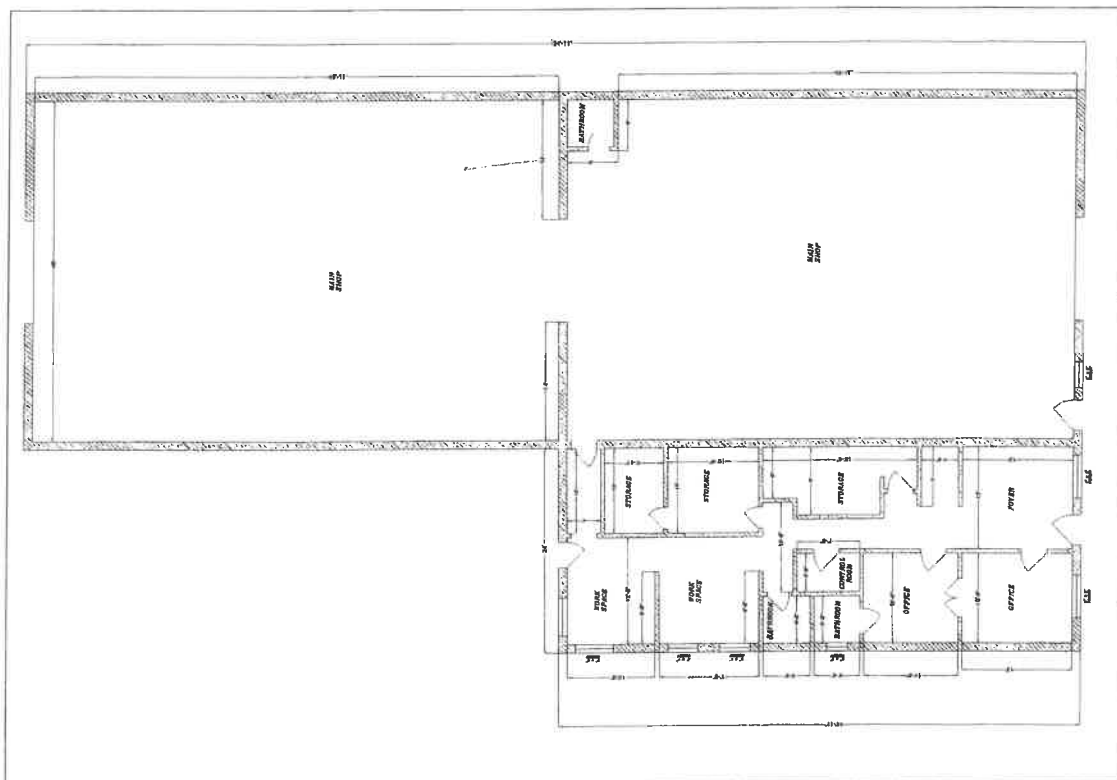
Site and Building Renovation

The project has been broken down into two developmental phases – the initial phase will consist of purchasing and placing the Cabins on the site, running electricity to the units, bringing Wi-Fi and Fiber to the building/cabins, renovation and modification to the existing perimeter fencing and other related site work. In addition, the existing building will be modestly renovated to allow the Friendship House staff to occupy and begin to deliver services.

This initial capital improvement phase is expected to cost approximately \$600,000 of which about \$350,000 represents the cost of acquiring the Cabins and another \$150,000 on the supporting site work (concrete pads, underground electrical connections, lighting, security, etc.). The remainder of the funds will be expended within the building itself.

Our funding partners have committed dollars to this initial phase with the bulk of the cabin costs being supplied by Skagit County and the City of Mount Vernon and the initial building renovations costs supplied by the City of Burlington.

The second larger capital improvement phase consists of a major renovation to the existing 6,000 square foot building. The facility has been used for various purposes in the past and most recently as an automobile and truck repair operation. As such, the building consists of two large shop areas and smaller office spaces. This major renovation will be contingent upon securing significant grant and other funding. The scope of this second phase will include new electrical service, plumbing, insulation, the construction of new office space, bathroom facilities as well as showers. This will most likely require a “gut-renovation” of the building necessitating architectural and engineering services. While a detailed cost estimate has not been completed, it is very conceivable that this larger phase could exceed \$1 million dollars.



Skagit First Step Center Capital Improvement Financing

As noted, the capital improvements to the Skagit First Step Center – both building and grounds – will be in two phases. The initial phase's costs are detailed below and will enable the Center to begin operations. This first phase will include the purchase and installation of the Cabins and the infrastructure to support the Cabins and building. Included in the initial infrastructure costs are the supplying of electrical connections to each Cabin, modifications to the perimeter fencing, screening and landscaping of the site, the installation of a new fire hydrant, exterior site lighting, security cameras, and limited Wi-Fi to the residents.

Initial Capital Budget Expenses (Estimates)

Cabin Purchase and Installation:	\$350,000
42 Cabins @ 66 square feet each = \$7,000 each	
3 Cabins @ 100 square feet each = \$9,000 each	
Total Cabins cost = \$350,000	
Electrical Trenching and Connections	\$25,000
Fencing Modifications	\$10,000
Screening and Landscaping	\$30,000
Water Line Extension & Fire Hydrant	\$20,000
Exterior Lighting	\$15,000
Security Cameras and Wi-Fi	\$15,000
Labor, Permitting, & Misc.	\$30,000
Contingency	<u>\$20,000</u>
Cabin & Site Infrastructure Subtotal	\$515,000
Initial Building Improvements:	
Electrical Inspection & Upgrades	\$20,000
Painting & Flooring	\$15,000
Fiber and Phones	\$10,000
Office Furnishings & Computers	\$15,000
Labor, Permitting & Misc.	\$10,000
Contingency	<u>\$15,000</u>
Building Subtotal	\$85,000
TOTAL FIRST PHASE ESTIMATED CAPITAL COSTS	<u>\$600,000</u>

Initial Capital Budget Revenues

Skagit County*	\$400,000
City of Mount Vernon**	\$115,000
Private Donations (estimate)	\$15,000
City of Burlington	<u>\$70,000</u>
TOTAL FIRST PHASE ESTIMATED REVENUES	<u>\$600,000</u>

*Skagit County will reimburse Burlington for a not-to-exceed total of \$400,000. Burlington will need to expend these monies and then seek reimbursement from the County. This will necessitate some temporary working capital funding coming from our REET funds. Once the funds are reimbursed to Burlington, we will return this advance REET funding back to our Fund 301.

** City of Mount Vernon has committed a total of \$130,000 of their Community Development Block Grant (CDBG) to the project. Due to the complexity of CDBG funding, Mount Vernon will not be providing these funds to Burlington but will instead direct purchase approximately 15 of the Cabins to be delivered to the site. After deducting the fee that Mount Vernon will charge for administering their CDBG funds, a net total of \$115,000 will be available for Cabin purchases.

First Step Center Capital Operations Financing

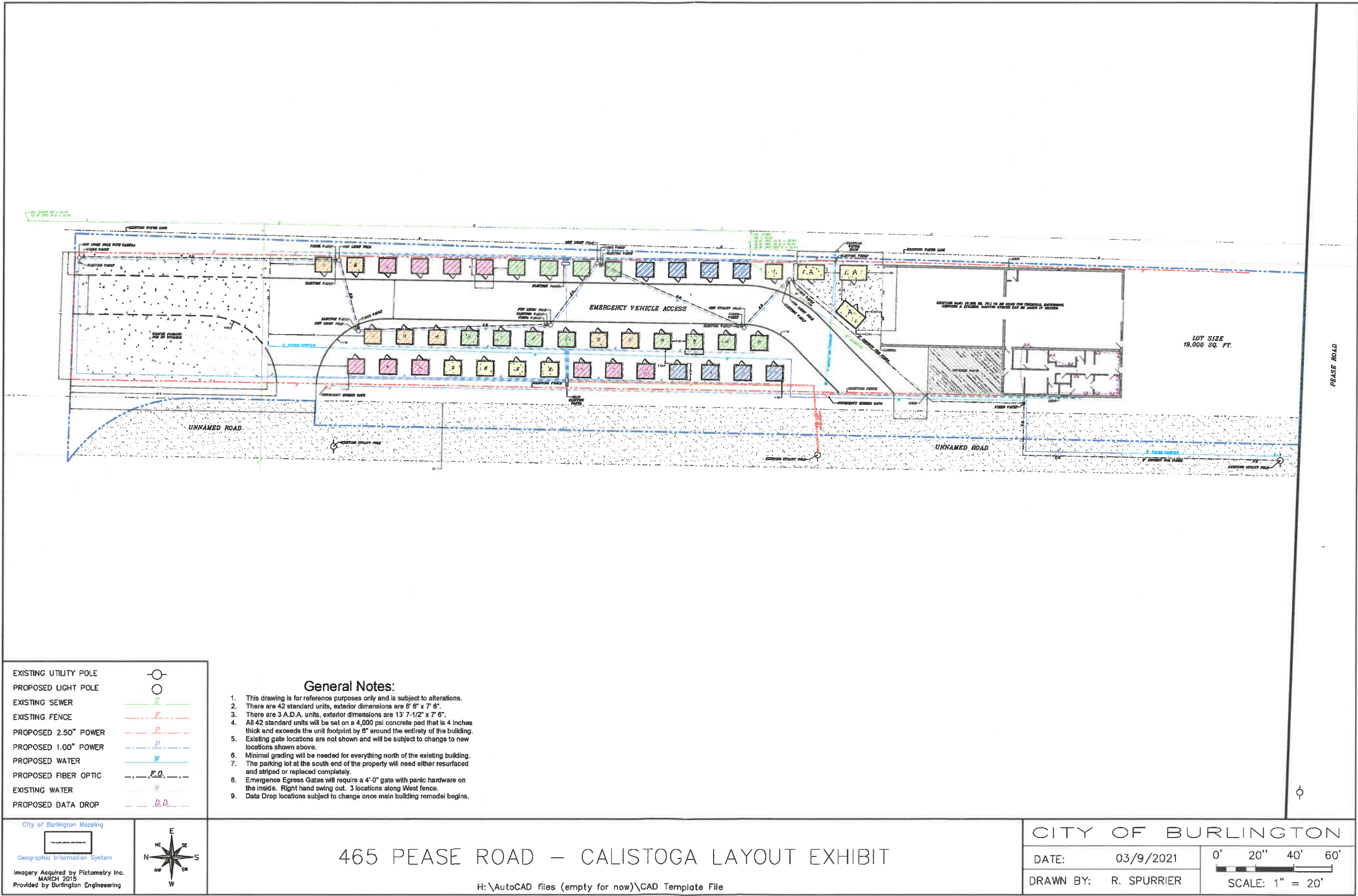
The Center will be operated through a Memorandum of Understanding (MOU) by The Friendship House who currently operates similar sites in the County and coordinates support services for the individuals they serve. The MOU is included in another portion of this packet.

The Friendship House will be providing the following services at an estimated annual cost of \$584,400 (\$48,700 per month).

Daily Management
Screening and Intake
Support Services
Food Service
Insurance
Janitorial
Utilities
Security

Funding – Skagit County has expressed an initial commitment totaling \$468,000 annually. Burlington has committed its 1406 Monies that total approximately \$80,000 annually. These two revenue sources contributions total \$548,000 – leaving an annual shortfall of \$36,400 (\$3,033/mo.).

The Memorandum of Understanding between the City of Burlington and the Friendship House states that the maximum the City will contribute on a monthly basis is \$6,667.00 (\$80,000 per year). The Friendship House will secure other financing to fill the funding gap.





ITEM #: 4

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: March 18, 2021

Subject: Interlocal Cooperative Funding Agreement for
Shelter Project with Skagit County

Submitted By: Mayor Sexton, Leif Johnson, Greg Young

Attachments: Proposed Interlocal

Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The City of Burlington and Skagit County have drafted the attached interlocal to allow Skagit County to provide up to \$400,000 in funding for the proposed shelter in Burlington.

As Council may already be aware, Skagit County receives funding from various sources that may be used to support what our State Constitution defines as the "poor and infirm", including shelter projects. The County has agreed to provide a portion of that funding to the shelter project in Burlington, as it is consistent with the goals and Constitutional requirements of that funding source.

The attached interlocal relates to the funding of the capital portion of the shelter only. For example, this funding may be used in order to purchase shelter units, perform electrical installation work or remodel the existing structure on the property, among other uses. This one-time funding opportunity will allow Burlington to be reimbursed for those qualifying expenses that may occur. This funding may not be used for ongoing expenses, such as staffing or monthly utility expenses, for example.

As long as Burlington maintains the proposed shelter for at least two years, the contract will be satisfied. If the shelter were to close before then, or not comply with the basic requirements of the interlocal within two years, the County may demand that some or all of the funding must be returned.

ALTERNATIVES CONSIDERED

Council may reject the interlocal, which would potentially result in no financial contribution to the capital expenses of the project by the County.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The County's funding for this project will be highly beneficial to the successful opening of the shelter project. Without it, the City would be required to replace the funding, which would have a substantial affect to the City's budget and/or the project as a whole.

LEGAL ASPECTS – LEGAL REVIEW

The City is authorized to enter into interlocal agreements such as this with the County. Since the agreement and associated funding will properly go to support the "poor and infirm" as defined by the Washington State Constitution, there are lower risks of running afoul of gifting of public funds, or other legal concerns that may otherwise be present.

STAFF RECOMMENDATION

Staff recommends approval of the interlocal.

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to approve the *Interlocal Cooperative Funding Agreement for Burlington Shelter Project between Skagit County and The City of Burlington* and authorize the Mayor to sign the Agreement."

**INTERLOCAL COOPERATIVE FUNDING AGREEMENT
FOR BURLINGTON SHELTER PROJECT**

BETWEEN

**SKAGIT COUNTY
AND
THE CITY OF BURLINGTON, WASHINGTON**

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

1. **PURPOSE:** The purpose of this Agreement is for the County to provide funds to the City towards the construction and installation of a minimum of forty (40) individual shelter units capable of housing single individuals or couples, install infrastructure to support shelters, make improvements to the existing building to allow for on-site services and activities, and provide portable restroom and showers to serve a minimum of forty (40) individuals at the City owned property located at 465 Pease Road, Burlington, WA, hereafter referred to as "Shelter Project."

2. **RESPONSIBILITIES:** The City will use the funds distributed under this Agreement to construct a Shelter Project on City owned property, located at 465 Pease Road, Burlington, WA. The Shelter Project must be completed and ready for occupancy no later than June 30, 2021 and further must operate Shelter Project as a homeless shelter for a minimum of two (2) full calendar years. In the event the Shelter Project is not complete and ready for occupancy by June 30, 2021 then the City agrees to reimburse all funding provided to City pursuant to the Agreement within thirty (30) days after June 30, 2021. In the event the City does not operate the Shelter Project as a homeless shelter for two (2) full calendar years with an average monthly occupancy rate of 60% from the date of occupancy, the City shall reimburse funds to the County based on a pro-rated percentage of funding to the number of months the Shelter Project operated with the required minimum monthly occupancy rate.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from March 1, 2021 through June 30, 2023.

4. **MANNER OF FINANCING:** County will compensate City a maximum of \$400,000.00 chargeable to GL expenditure code #162-59100, 165-59600 and other GL codes as necessary. City shall submit appropriate documentation with all invoices. Payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for the City to receive a distribution of funds under this Agreement. Eligible costs shall include:

4.1 Supplies and materials for shelters, common space, and restroom and shower facilities

4.2 Cost of labor used for the construction or remodeling of shelters, common space, and restroom and shower facilities.

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

5.1 The County's representative shall be the Community Services Division Manager, Public Health.

5.2 The City's representative shall be the Mayor.

6. **TREATMENT OF ASSETS AND PROPERTY:** City shall retain legal title to the Shelter Project developed by the funds appropriated through this Agreement. No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

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

8. **TERMINATION:** Any Party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the Party's last known address for the purposes of giving notice under this paragraph. If this Agreement is terminated by the City before the completion and occupancy of the Shelter Project than the City agrees to refund County any and all funds provided to the City pursuant to this Agreement within thirty (30) days of termination. If the City terminates this Agreement after completion of the Shelter Project but before the required two (2) year operation requirement, City must return a prorated portion of the funds received within thirty (30) days of termination. If the County elects to terminate this Agreement before June 30, 2023 then City is entitled to retain all funds already distributed to City pursuant to this Agreement prior to termination.

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

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

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

12. **OTHER PROVISIONS:**

A. **Survival of Indemnity Obligations.** The Parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

13. **VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the law of the State

of Washington.

14. DISPUTES:

a. General

Differences between the City and the County, arising under and by virtue of the Agreement shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, instructions, and decisions of the Skagit County Commissioners shall be final and conclusive.

b. Notice of Potential Claims

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

c. Detailed Claim

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

15. NOTICE:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the City to the department head of the department for whom services are rendered, and to the Skagit County Commissioners, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

GOVERNMENT AGENCY:

City of Burlington

Steve Sexton, Mayor

(Date _____)

Approved as to form:

Leif Johnson, City Attorney

Mailing Address:

833 S Spruce Street
Burlington WA 98233

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



ITEM #: 5

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: March 18, 2021

Subject: **2021 Memorandum of Understanding (MOU)
with the Friendship House**

Submitted By: Greg Young – City Administrator

Attachments: 2021 Friendship House MOU

Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The City of Burlington, in partnership with other governmental units, is proposing to create a transitional homeless site at 465 Pease Road. The site is referred to as The Skagit First Step Center. Approximately 45 cabins will be placed on the site for up to 90-day residency for those who are unhoused. In addition to temporary housing, support services will also be offered on site. The operation of Center is proposed to be completed by The Friendship House through the attached Memorandum of Understanding.

ALTERNATIVES CONSIDERED

The City could choose to operate the Center itself but with the City lacking experience in this field, this is not considered a viable alternative. We could contract with another Provider but in addition to few other agencies having the requisite experience, we feel that The Friendship House has a proven track record in delivering these types of services in Skagit County.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The City is proposing to create two new Funds – one to account for the capital improvements to the site and the other to account for the operational costs.

For the operational side (covered by this MOU), we are proposing to use the City's 1406 funds to cover our monthly obligation. In addition, Skagit County will be using a portion of their annual CDBG allocation to cover part of the monthly operational costs. Review of our anticipated 1406 dollars to be received by the City combined with the commitment from

Skagit County reflects that the anticipated monthly operational costs can be mostly covered by these two funding sources. The Friendship House will seek other funding and/or donations to fill any funding gap.

Should the Council approve of this project's scope and funding mechanisms, staff will bring back a formal budget amendment to reflect this action at our next Council meeting.

LEGAL ASPECTS – LEGAL REVIEW

None identified

STAFF RECOMMENDATION

Staff recommends that the Council approve the 2021 MOU between the City and The Friendship House

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to approve the 2021 Friendship House MOU and authorize the Mayor to sign."

**Memorandum of Understanding Between
The City of Burlington
And
Friendship House
For the Operation of a Homeless Transitional Site**

This Memorandum of Understanding ("MOU") is by and between the **City of Burlington**, a Washington State Municipal Corporation ("**City**"), and **Friendship House**, a 501(c) (3) nonprofit corporation ("**Operator**"). The City and the Operator are referred to herein individually as "Party" and collectively as the "Parties".

RECTIALS

- A. The City owns a parcel of land within the corporate limits of the City of Burlington, WA 98233 located at 465 Pease Road ("Site") that it wishes to have operated as a transitional fixed-term housing site for individuals and families suffering from homelessness.
- B. The Site is rectangle in shape measuring approximately 100 feet by 625 feet, is flat and predominately graveled. There is an existing 6,368 square foot metal frame building that currently has offices and bathrooms.
- C. Friendship House operates various homeless facilities within Skagit County and provides support services for individuals and families suffering from homelessness.
- D. The Parties desire to enter into this MOU to enable Friendship House to operate a transitional fixed-term housing site for individuals and families suffering from homelessness on the Pease Road site and to provide certain support services at this location.

PURPOSE OF MEMORANDUM OF UNDERSTANDING

The City wishes to have the Operator establish and operate a year-round low barrier transitional housing site on this Site. The intention of the Parties is to place approximately forty-five (45) freestanding predominately single-occupancy shelters (herein referred to as "Cabins") on the property for use not exceeding ninety (90) days in length. In addition to providing fixed-term temporary Cabins, the Operator also desires to provide support services to their clientele.

The City and the Operator believe that in order to achieve these goals, it is important that each Party express its commitment to the overall Transitional Cabin Project and state with some particularity the roles and responsibilities each expects to fulfill. Thus, the Parties hereby agree to this Memorandum of Understanding as a framework for implementation of the Project.

- 1. **Term.** The term of this MOU shall be for three (3) years commencing on May 1, 2021 and shall automatically renew and continue in full force and effect for one (1) additional year each anniversary date thereafter, unless terminated as provided below.

2. **Termination.** In addition to other remedies or rights it may have by law, the Parties have the right to immediately terminate this MOU without penalty for cause, or after one hundred twenty (120) days' written notice without cause. Cause shall be defined as any material breach of any provision of this MOU, any misrepresentation or fraud on the part of any of the Parties, or termination by the City as provided in the next paragraph. The Parties may exercise their right to terminate the MOU, for cause, without liability, fee, cost, expense, penalty, or charge of any kind.

The Parties acknowledge and agree that the City is only obligated to provide funds to the Operator each year, subsequent to, and contingent upon, annual approval of the City's budget and annual approval of funding provided by the City's other funding partners which may include Skagit County and/or other Cities within the County. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, the City may terminate or modify this MOU without any liability, fee, cost, expense, penalty, or charge of any kind except that in the event of a termination of this MOU pursuant to this paragraph, the City shall provide sixty (60) days' worth of funds, and thereafter shall have no further obligations hereunder.

If this MOU is terminated by either Party, each Party's commitments under this MOU for future operational costs will terminate. If the City continues operating the Cabins, the costs incurred after the date of termination shall solely be the City's responsibility. Equipment, supplies, furniture, and other items procured under this MOU for the purpose of operating the Cabins Site shall be considered the property of the City or the Operator pursuant to applicable MOU terms.

3. **Amendments to MOU.** Any amendment to this MOU shall be memorialized in a written instrument signed by both Parties and approved by the City Council and Board of Friendship House.
4. **Operator Responsibilities.** The Operator shall manage and oversee the operation and provision of services delivered at the Cabins. The Operator shall be responsible for the general management, administration, and oversight for homeless individuals and families experiencing a housing crisis or homelessness by providing appropriate housing and supportive service solutions. In addition, the following shall be the responsibility of the Operator:
- a. Intake, screening, and processing of applications from individuals and families experiencing homelessness who would benefit from a not-to-exceed ninety (90) day residency in the Cabins.
 - b. Provision of portable restroom(s), hand washing, and shower facilities.
 - c. Storage for homeless families and individuals to safely store their personal belongings.
 - d. Provision of meals to individuals in the program.
 - e. Provide on-site supportive services to aid in the transition to permanent housing.
 - f. Facilitate the provision of other appropriate support services that may include rehabilitation, vocational, substance abuse and employment assistance.
 - g. Provide services in a culturally competent, non-secular, and inclusive context.
 - h. Have 24-hour, 7-day a week on-site management.
 - i. Provide on-site security personnel from 6PM to 6AM.
 - j. Ensure that the site is kept in a neat and orderly fashion by not allowing the storage of personal belongings outside of the Cabins, except as provided by storage units.
 - k. Permit Quarterly on-site fire inspections for both the Cabins and Building.
 - l. Work to ensure that residents comply with loitering and noise control limitations.
 - m. Provide regular garbage collection and disposal.
 - n. Monitor and control ingress and egress of individuals and families residing in the Cabins to include ensuring that all residents remain on-site between the hours of 11PM and 8AM.
 - o. Help to enforce any "no loitering" provisions adopted by the City between the hours of 8AM to 11PM.

5. **City Responsibilities** The City shall enter into this MOU to allow the Operator to manage a low-barrier temporary transitional housing operation at the site for the purpose of providing shelter and services for individuals and families experiencing homelessness who would benefit from a not-to-exceed ninety (90) day residency in the cabins. To this end, the City shall:
- a. Purchase and install approximately forty-five (45) freestanding predominately single-occupancy Cabins.
 - b. Supply electricity to each Cabin.
 - c. Provide fencing for the Site with ingress/ingress gates.
 - d. Install exterior perimeter lighting and video cameras.
 - e. Secure all required permitting and zoning compliance to allow for the opening of the Site.
 - f. Ensure there is adequate water, sewer, heat, and electrical service to the existing building.
 - g. Partially remodel the existing building to provide office facilities for the Operator.
 - h. Supply Wi-Fi and/or telephone service to the Site.
 - i. Work with other funding partners to provide annual operational funding and capital improvement dollars to improve the Site and building to facilitate the provision of support services.
6. **Compensation.** For the services listed in this MOU, the Operator shall direct bill Skagit County monthly and shall bill the City monthly in an amount totaling \$6,667. The source of the City's operation financial contribution is the 1406 monies remitted to the City.
7. **Compliance with Federal, State, and City Regulations.** The Operator shall comply with all applicable federal, state, and local laws and regulations.
8. **Non-Discrimination.** Operator shall not discriminate in the provision of services due to age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographical, national, or ethnic origin, HIV status, disability, or veteran status.
9. **Regular Meetings with City, Funding Partners, and Area Businesses.** Operator agrees to meet on a regular basis or on a schedule to be determined by the City with representatives from the City, other funding partners, and local businesses to report and discuss operational issues that might arise.
10. **Insurance.** For the duration of the MOU, the City shall include the Site on its insurance coverage but this will not cover contents that are the property of the Operator. .

A. Insurance Term

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

B. No Limitation

The Operator's maintenance of insurance as required by the MOU shall not be construed to limit the liability of the Operator to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Operator shall obtain insurance of the types and coverage described below:

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

D. Minimum Amounts of Insurance

The Operator shall maintain the following insurance limits:

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

The Operator shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

The Operator shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Operator to maintain the insurance as required shall constitute a material breach of MOU, upon which the City may, after giving five (5) business days notice to the Operator to correct the breach, immediately terminate the MOU or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Operator from the City.

J. City Full Availability of Operator Limits

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

11. **Notice.** Unless otherwise specified, Notice shall be in writing and transmitted to the City and Operator at the addresses below. Notice may be in one or more of the following methods: (a) electronic mail; (b) messenger for immediate personal delivery; (c) a nationally recognized one business day delivery service (i.e., Federal Express, United Parcel Service, etc.); or (d) registered or certified mail, postage prepaid, return receipt requested, through the United States Postal Service.

City
Mayor
City of Burlington
833 South Spruce Street
Burlington WA 98233

Operator
Executive Director
Friendship House
1002 South Third Street
P.O. Box 517
Mount Vernon WA 98273

12. **Governing Law and Venue.** The terms and conditions of this MOU shall be construed and interpreted in accordance with the laws of the State of Washington. Jurisdiction of and venue shall be in Skagit County Superior Court.
13. **Indemnification / Hold Harmless.** Operator shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Operator in

performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this MOU is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Operator and the City, its officers, officials, employees, and volunteers, the Operator's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Operator's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Operator's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this MOU.

14. **Entire Agreement.** This MOU and its exhibits attached to this MOU fully express all understandings of the Parties concerning matters covered in this MOU. All prior negotiations and agreements between the Parties regarding subject matters covered in this MOU are merged into this MOU. All exhibits referenced in or attached to this MOU are incorporated into this MOU
15. **No Waiver.** No failure of either the City or the Operator to insist upon the strict performance by the other of any term, covenant, or condition of this MOU, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this MOU, shall constitute a waiver of any such breach or the requirement to comply with such term, covenant, or condition. No waiver of any breach shall affect or alter this MOU, and each and every term, covenant, and condition in this MOU shall continue in full force and effect regarding any existing or subsequent breach.
16. **Assignment and Successors in Interest.** Neither Party may assign any rights or obligations under this MOU without the prior written consent of the other Party. This MOU and all rights, obligations, or duties under this MOU shall be in full force and effect whether or not any Party to this MOU has been succeeded by another entity, and all rights, obligations, or duties under this MOU shall be vested and binding on any Party's successor in interest.
17. **Severability.** The unenforceability, invalidity, or illegality of any provision of this MOU shall not render any other provision of this MOU unenforceable, invalid, or illegal.
18. **Counterparts.** This MOU may be signed in multiple counterparts, which, when taken together, shall constitute a single signed original, as though all Parties had signed the same MOU.
19. **Headings.** All headings in this MOU are for convenience of reference only and shall not affect the interpretation of this MOU.
20. **Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this MOU, and all continuing obligations set forth in this MU shall survive expiration or earlier termination of this MOU.

21. **Authorized Execution.** Each Party warrants, represents, and covenants that the execution, delivery, and performance of this MOU have been duly authorized by all necessary action of such Party's governing board, and the person executing this MOU on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.
22. **Relationship of the Parties.** The Operator shall remain independent from the City. Their employees, nor anyone working under the Operator shall be considered an agent or an employee of the City. Neither the Operator nor their employees nor anyone working under the Operator shall qualify for workers' compensation or any benefits of any kind through the City.
23. **Further Assistance.** City and Operator agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this MOU.

Dated this ____ day of _____, 2021.

CITY OF BURLINGTON

Steve Sexton, Mayor

OPERATOR

Tina Tate, Executive Director

Approved as to Form:

Leif Johnson, City Attorney



ITEM #: 7

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: March 18, 2021

Subject: Ordinance Creating the First Step Center
Operating and Construction Funds

Submitted By: Joe Stewart

Attachments: Ordinance

Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

As Council is already aware, the City is in the process of constructing the First Step Center. In order to account for the construction and ongoing operating costs, the City desires to create two new funds. The construction fund will account for the initial capital expenses and any local, state or federal contributions towards the Project. The operating fund will account for the ongoing operating costs of the center and any contributions from participating agencies or private parties. In both cases, the funds will be restricted or committed to the First Step Center.

ALTERNATIVES CONSIDERED

Accounting for the operating costs in the General/Current Expense Fund.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The Center will be funded partially by participating or supporting agencies and the City's Affordable Housing State Shared Tax. REET Funds will be used to front fund the project until contributions are received from participating agencies.

LEGAL ASPECTS – LEGAL REVIEW

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to approve the *Ordinance Creating the First Step Center Operating and Construction Funds* and authorize the Mayor to sign the Agreement."

ORDINANCE NO. _____

AN ORDINANCE CREATING THE FIRST STEP CENTER OPERATING FUND AND CONSTRUCTION FUNDS.

Whereas, in an effort to address the homelessness crisis, the City is in the initial phases of the construction and installation of individual shelter units, the installation of infrastructure to support the shelters, making improvements to the existing building to allow for on-site services and activities, and provide portable restroom and showers; and

Whereas, the City has received support from other local entities and support organizations and expects to receive financial contributions from a number of sources; and

Whereas, the Council desires to establish both a Capital Projects Fund (First Step Center Construction Fund #303), and a Special Revenue Fund (First Step Center Operating Fund #103) to account for both the initial construction costs and ongoing operational costs. In addition to any local, state or federal grant funding, donations, or other sources of revenues obtained to support the activities of the Center;

NOW THEREFORE, the City Council of the City of Burlington does hereby create Fund #103 – “First Step Center Operating Fund”, and Fund #303 – “First Step Center Construction Fund”.

This Ordinance shall take effect five (5) days following its publication as required by law.

Introduced and Passed and approved at a regular meeting of the City Council this 18th day of March, 2021.

The City of Burlington

Steve Sexton, Mayor

ATTEST:

Joe Stewart, Finance Director

APPROVED AS TO FORM:

Leif Johnson, City Attorney

[Return to Agenda](#)

For the *First Step Center Operations Fund #103*, the monthly fee charged by the Friendship House will come out of this Fund. To cover these costs, staff is proposing that we transfer our new 1406 dollars into this Fund. Future 1406 dollar collections will be directly deposited into Fund #103.

Staff is requesting that \$26,667 in already-collected 1406 dollars be transferred from the General Fund into the new Fund #103 and that future 1406 dollars remitted to the City be deposited into Fund #103.

Under the financing arrangement between the Friendship House, Skagit County, and the City of Burlington, the Friendship House will direct bill the County monthly and then bill the City for the remainder of the monthly fee.

ALTERNATIVES CONSIDERED

Staff feels that REET dollars are the most appropriate source to cover the City's portion of the site's capital improvement costs and that 1406 dollars are best spent on the operational costs of the First Step Center. As a result, no other alternatives have been discussed.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

If Council approves of these transfers, the Finance Department will formulate a formal Budget Revision Ordinance to be adopted at a future Council meeting.

LEGAL ASPECTS – LEGAL REVIEW

None identified

STAFF RECOMMENDATION

Staff recommends that the Council approve the transfer of these dollars

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to approve the transfer of \$470,000 in REET dollars from Fund #301 to Fund #303 with the understanding that any capital dollars reimbursed by the County would be returned to Fund #301."

"I move to approve the transfer of \$26,667 1406 dollars from the General Fund to Fund #103 and authorize the direct deposit of future 1406 dollars into Fund #103."

Greg Young

From: Joe Stewart
Sent: Friday, March 12, 2021 11:49 AM
To: Greg Young
Cc: Steve Sexton
Subject: RE: 1406 Dollars

In January 2021 we received \$6,061.42 and February 2021 \$7,661.87. Avg is \$6,861.65.

JE Number	JE Date	Period	Year	DR Amount	CR Amount	System	Description
123	1/29/2021	1	2021	\$0.00	\$6,061.42	CR	Affordable & Sup. Housing State
152	2/26/2021	2	2021	\$0.00	\$7,661.87	CR	Affordable & Sup. Housing WA S

Here is a screen shot for 2021. Yes, we received collections in Oct, Nov and Dec.

JE Number	JE Date	Period	Year	DR Amount	CR Amount	System	Description
184	10/30/2020	10	2020	\$0.00	\$185.73	CR	Affordable & Sup. Housing St of
150	11/30/2020	11	2020	\$0.00	\$6,450.63	CR	Affordable & Sup. Housing ST o
162	12/31/2020	12	2020	\$0.00	\$6,306.76	CR	Affordable & Sup. Housing State

Let me know if you need anything else. I think your projection for annual was right on.

Thanks,

Joe

collections to-date = \$ 26,667

*4 mo. Avg = \$6,667
12 mo = \$ 80,001*

From: Greg Young <gregy@burlingtonwa.gov>
Sent: Friday, March 12, 2021 11:31 AM
To: Joe Stewart <joes@burlingtonwa.gov>
Cc: Steve Sexton <steves@burlingtonwa.gov>
Subject: 1406 Dollars

Joe – two questions. First, what is our 1406 dollar collections so far this year and secondly, on average how much are we collecting monthly. Also a third question – did we get any 1406 dollars in 2020?

Greg Young, City Administrator
City of Burlington
833 South Spruce Street
Burlington WA 98233
360-755-0058



ITEM #: 9

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: March 18, 2021

Subject: **Resolution Authorizing Sole Source Purchase**

Submitted By: Greg Young – City Administrator

Attachments: Resolution

Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The City of Burlington, in partnership with other governmental units, is proposing to create a transitional homeless site at 465 Pease Road. The site is referred to as The Skagit First Step Center. Approximately 45 cabins will be placed on the site for up to 90-day residency for those who are unhoused.

The City and its partners have spent considerable time researching appropriate shelters for the site. In addition to discussing shelter alternatives with the operators of other homeless sites, various models were viewed with two options set up in the parking lot of City Hall for inspection.

Given the specific needs of the Center, it was the consensus that the product made by Palletshelter offered a unique blend of portability, durability, and cost that was unmatched by other products available.

ALTERNATIVES CONSIDERED

The unique materials used and the product that the Palletshelters represent were unmatched in all other products considered.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The City is proposing to create a new Construction Fund to account for the City's and well as others money to be used to purchase these Cabins. Specifically, monies from Skagit County will be used to purchase some of the shelters while the City of Mount Vernon will be direct

purchasing their units. Burlington will be purchasing some units and private parties have expressed interest in sponsoring (buying) one or more units.

The City is proposing to transfer REET dollars into the Construction Fund to cover the cost of the cabin purchases – much of these funds will be reimbursed through the County MOU and the funds eventually returned to Fund 301.

LEGAL ASPECTS – LEGAL REVIEW

None identified

STAFF RECOMMENDATION

Staff recommends that the Council approve the Sole Source Resolution allowing the purchase of the Cabins from Palletshelter.

SUGGESTED COUNCIL MOTION LANGUAGE

“I move to approve the Sole Source Resolution and authorize the Mayor to order the Cabins that Burlington will be purchasing.”

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF BURLINGTON
TO AUTHORIZE SOLE SOURCE PROCUREMENT OF CABINS FOR THE PEASE ROAD
TRANSITIONAL HOMELESS PROJECT**

Whereas, the City, in a funding partnership with Skagit County and the City of Mount Vernon needs to purchase cabins for use at a transitional homeless project site located in the City; and

Whereas, the City has investigated various manufacturers that could provide such structures; and

Whereas, most manufacturer's products consist of wood framing, siding, and roofing materials, and

Whereas, one manufacturer's product consists of plastic covered panels, flooring and roofing materials; and

Whereas, samples of the two different types of products have been received and reviewed by the various funding and operational partners for suitability, durability, and cost; and

Whereas, the preferred vendor's product is the model constructed using plastic encased materials; and

Whereas, this type of material is considered superior given its durability, sanitary nature, and modular construction typology; and

Whereas, Pallet Shelter is the only supplier of this type of structure, and an equivalent product is not available from another manufacturer; and

Whereas, per RCW 39.04.280(1) and the Burlington Municipal Code 2.84.450, the City has chosen Pallet Shelter to supply and install these cabins; and

Whereas, any advertisement for bids would result in a single bid from Pallet Shelter; and

Whereas, Pallet Shelter can supply the cabins panels in a timely manner and within specifications;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLINGTON AS
FOLLOWS:

Pallet Shelter is hereby declared the sole source for the required product and the Mayor is hereby authorized to order the requisite number of cabins from this vendor.

Passed by the City Council this 18th day of March, 2021

CITY OF BURLINGTON

Steve Sexton, Mayor

Resolution # _____

ATTEST:

Finance Director

APPROVED AS TO FORM:

City Attorney

Published: _____

Resolution # _____

[Return to Agenda](#)



ITEM #: 10

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: March 18, 2021

Subject: **Skagit First Step Center – Discussion of Possible
“Protection Area Ordinance” for the Skagit first
Step Center**

Submitted By: Greg Young – City Administrator

Attachments: None

Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The City of Burlington, in partnership with other governmental units, is proposing to create a transitional homeless site at 465 Pease Road. The site is referred to as The Skagit First Step Center. Approximately 45 cabins will be placed on the site for up to 90-day residency for those who are unhoused.

Of the comments received regarding the Center, some have centered on a general concern as to the effect on adjoining properties that this Center might have. Staff has followed the homeless issues in other cities and has been advised that the City of Bellingham recently adopted a Protection Area Ordinance for one of their homeless encampments (copy enclosed).

It should be noted that the homeless encampment located in Bellingham for which the Protection Area Ordinance was adopted differs in many important ways from our proposed Skagit First Step Center (SFSC). First and foremost, the SFSC’s residents will have been prescreened by The Friendship House as compared to the open access aspect of the Bellingham encampment. Secondly, our SFSC will have a limited occupancy given the number of Cabins located on the site. Third, the Friendship House will be staffing the SFSC on a 24-hour basis

ALTERNATIVES CONSIDERED

CURRENT AND FUTURE BUDGET RAMIFICATIONS

None

LEGAL ASPECTS – LEGAL REVIEW

10.24
11-33

ORDINANCE NO. 2020-10-025

ORDINANCE ESTABLISHING A CERTAIN DESCRIBED AREA THAT IS LOCATED IMMEDIATELY ADJACENT TO AN APPROVED TEMPORARY BUILDING ENCAMPMENT TO PROHIBIT CERTAIN ACTIVITIES IN PERMIT PARKING AREAS AND OTHER PUBLIC SPACES THAT ADVERSELY AFFECT THE OPERATIONS OF THE ENCAMPMENT, RESIDENTS OF THE ENCAMPMENT, AND THE ADJACENT AREA.

WHEREAS, the City of Bellingham passed Ordinance 2018-10-019 on October 22, 2018, establishing regulations regarding temporary homeless shelters; and

WHEREAS, the City of Bellingham issued a permit (Permit No. USE2020-0029) on August 7, 2020 to the Lighthouse Mission Ministries for the operation of a temporary building encampment at 1522/1530 Cornwall Ave. ("Base Camp") within the City; and

WHEREAS, the Base Camp operation provides daily services and overnight shelter for up to 200 people, along with amenities including bathrooms, showers, laundry, drinking water, food, garbage and recycling containers, and human and social services; and

WHEREAS, the operators of Base Camp and businesses operating in the immediate vicinity have requested assistance to address observed and documented adverse behaviors occurring within the public right-of-way (ROW) adjacent to the approved use; and

WHEREAS, the following behaviors and impacts have been observed in the vicinity of temporary building encampments, including Base Camp and a previous permitted temporary building encampment: debris, human waste, animal waste, unauthorized encampments, disorderly conduct, property damage, fires, public urination, pedestrian and vehicular obstruction, and public intoxication, with a substantial portion of the problematic behavior occurring during the hours of darkness; and

WHEREAS, the City has determined that the safety of those who are residing within temporary building encampments, the operation of such encampments, and the general public are at risk and due to these adverse behaviors, in particular when the activity occurs in a focused area adjacent to the encampment and those engaging in the behavior are not part of the encampment; and

WHEREAS, the establishment of a narrowly tailored shelter protection area would minimize inappropriate behaviors in proximity to Base Camp, significantly reduce the opportunity for adverse behaviors and impacts in the area, and encourage such behavior to be dispersed rather than concentrated; and

WHEREAS, the City finds that the establishment of a protection area would not adversely affect the ability of the public, both housed and unheltered, to use the City's right-of-way generally or find alternative places to park, congregate, or sit; and

WHEREAS, it is the intent of the City to address these issues with empathy, compassion, and recognition of the rights of all those persons who experience homelessness by utilizing education, social outreach, referral to social service and mental health providers, incremental enforcement, and the least intrusive means of enforcement available to achieve compliance, while providing City staff with narrowly tailored tools to ensure the success of Base Camp for the duration of the permit; and

WHEREAS, it is the intent of the City to implement this ordinance with ample notification of the establishment of the shelter protection area through outreach over a period of time to provide education, and ample use of warnings, all prior to taking enforcement action; and

WHEREAS, the Bellingham City Council possesses authority under RCW 35.22.280 and the Constitution of the State of Washington, Art. 11 § 11, to adopt ordinances regulating the use of public rights of way, streets, and other public places; and

WHEREAS, the Bellingham City Council possesses authority under RCW 46.61.570 to adopt ordinances placing restrictions on parking within the city; and

WHEREAS, the City's traffic engineer, under the supervision of the public works director, is authorized under BMC 11.33.060 to establish permit parking areas within the public right-of-way and to impose restrictions for parking in such areas including such restrictions and conditions as time and duration of parking, application processes, limitations on the number of vehicles registered to a permit, speed limits within the parking area, and periods of closure; and

WHEREAS, the City Council has considered this matter during a regularly scheduled public meeting, has given this matter careful review and consideration and finds that establishing regulations to protect Base Camp, adjacent property owners and businesses, and the community from adverse behaviors is in the public interest.

NOW THEREFORE, the City of Bellingham does ordain as follows:

Section 1: The City Council hereby adopts the whereas clauses set forth above as findings of the Council. Based on such findings, the City hereby designates the area around 1530 Cornwall Avenue and within the outer edges of York Street, Cornwall Avenue, Champion Street and Railroad Avenue and depicted in Exhibit A to this ordinance as a shelter protection area for the purpose of identifying the location for restrictions and prohibitions set forth in this ordinance. A site-specific plan shall be prepared that illustrates the exact location and extent of the shelter protection area and shall be posted conspicuously on the protection area

boundary. The shelter protection area designation shall terminate at the expiration of the temporary building encampment permit referenced above.

Section 2: BMC 11.33.060 is hereby amended by adding a new subsection, subsection 11.33.060(A)(40), as follows:

11.33.060 Stopping, standing or parking prohibited in specific places – Reserving portion of highway prohibited.

A. Except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or official traffic control device, no person shall stop, stand, or park a vehicle:

1. In any alley, provided, when lawful under the provisions of this title, it is unlawful to stop, stand, or park a vehicle in such a manner as to leave available less than eight feet of width of roadway in the alley, or adjacent thereto, for the free movement of vehicular traffic and in any event it shall be unlawful to park in that portion of the alley marked as a fire lane;
2. No person shall stand or park a passenger vehicle in any alley at any time except momentarily to pick up or discharge a passenger or passengers or to load or unload property and then only for a period not to exceed five minutes;
3. No person shall stand or park a commercial vehicle in any alley for any purpose or length of time other than the expeditious loading and unloading of goods and then in no case shall the stop for loading or unloading of materials exceed 30 minutes; provided, that any such vehicle is properly licensed as a commercial vehicle by the State of Washington Department of Motor Vehicles;
4. Upon or along any street or highway when traffic will be unreasonably obstructed;
5. Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
6. Within 50 feet of the nearest rail of a railroad crossing;
7. Within six feet of the nearest rail or railroad tracks except as provided herein, in the case of a railroad crossing;
8. Upon any street, except when loading or unloading property if the vehicle is over 80 inches in width; provided, that such stopping, standing, or parking is permitted in areas zoned by this code as a manufacturing or industrial use district;

9. On or within 20 feet of a crosswalk;
10. On the roadway side of any vehicle stopped or parking at the edge or curb of a street;
11. In front of a public or private driveway or within five feet of the end of the curb leading thereto. A vehicle in violation of this provision may be impounded immediately in the manner provided by this title for unauthorized vehicles if such vehicle obstructs ingress or egress to or from the driveway;
12. Alongside or opposite any city street excavation or obstruction when such stopping, standing, or parking would obstruct traffic;
13. Within 200 feet of fire apparatus stopped in answer to a fire alarm;
14. Within any space signed or marked as a fire exit; also within that portion of any city street contiguous to and opposite any corridor, passage, fire escape, exit or entrance door, or any other place adjacent to, or any door opening in an outer wall of any building or other structure containing, in whole or in part, any theater, public auditorium, church, dance hall, or other place of public assembly through which the public must pass to leave such building;
15. Within 15 feet of a fire hydrant, unless otherwise designated;
16. In such a manner that motor fuel leaks from the tank thereof;
17. Within an intersection;
18. By reparking the vehicle in the same block to avoid a time limit regulation specified in this title;
19. In any garage, parking area, or other property owned and operated by the city where signs prohibit such parking without lawful authority or permission where the vehicle shall be parked for a consecutive period of time longer than that period lawfully permitted. Such violating vehicle may be summarily abated by impounding in the manner provided by this title for unlawfully parked vehicles. The impounding of such vehicle shall not prevent or preclude the institution and prosecution of charges in the municipal court or elsewhere for violation of this title;
20. In any park, except in areas designated by the director of the city parks department;
21. On a planting strip, provided, it is permissible to stop, stand, park, or angle park a vehicle in such strip on: (a) a city street serving only a commercial,

manufacturing or industrial area and when such strip is not planted, or (b) where the planting strip is paved or otherwise improved for parking purposes. The paved area, when constructed at sidewalk grade, shall be served by regulation concrete driveways and shall be separated from the sidewalk and from the curb by a planted area not less than four feet in width. The paved area, when constructed at roadway grade, shall be subject to the posted parking prohibitions applying to the adjacent roadway;

22. On a sidewalk or sidewalk area;

23. Within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway, except in parking management zone;

24. Upon any city street, if the vehicle is a trailer, unless the trailer is attached to a vehicle by which it may be propelled or drawn; provided, that in case of accident such trailer may be moved to the side of the street, and, if a good and sufficient red signal be displayed at both ends thereof during the hours of darkness, such trailer may be permitted or allowed to remain for a period not exceeding 24 hours pending removal; except that such trailer shall not remain upon any portion of a city street where standing or parking is limited or prohibited for a period longer than is necessary to effect its removal;

25. In one place upon the city street for a consecutive period in excess of the maximum time limit designated on an official posted sign controlling such parking space; or, for parking spaces not controlled by an official posted sign, for a consecutive period of time in excess of 72 hours;

26. On that portion of any street lawfully set aside for the movement of traffic in the direction opposite to that which the parked vehicle faces;

27. Between safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone;

28. Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance when properly signposted;

29. Upon any city street, if the vehicle has been left in the care of the owner or operator of any parking lot or garage, or his agent;

30. At any place or time where official signs or markings prohibit stopping, standing, or parking;
31. For purposes of unloading the vehicle in such a manner as to cause damage to the surface of the street;
32. For purposes of loading or transporting any materials in such a manner as to cause loud noises to the disturbance of the peace;
33. Within 10 feet of a United States mailbox, except temporarily for the purpose and while engaged in the delivery or pickup of postal items;
34. Upon any street or alley when such vehicle does not display current and proper vehicle license plates for the state in which it is purported to be registered;
35. Within any parking space or area signed or marked with insignia approved by the city engineer as a disabled parking space, including spaces provided on private property without charge, except as permitted by RCW [46.19.050](#) or other provision of law;
36. Registered to a vehicle rental company or car dealership, or their affiliates, or otherwise within the vehicle rental company's or car dealership's custody or control, upon any street when parked thereon by the owner, operator or agent of a vehicle rental company or car dealership, or with the knowledge of the owner, operator or agent that said vehicle is parked on the street, for the purpose of storing such vehicle. There shall be a rebuttable presumption that the vehicle has been parked upon the street by or with the knowledge of the owner, operator or agent of the rental car company or car dealership for storage purposes if the vehicle is parked upon the street within two square blocks of the place of business of the rental company or car dealership. Each vehicle parked in violation of this subsection shall constitute a separate offense;
37. Upon any designated bicycle lane;
38. Upon any designated fire lane on public or private property;
39. Within any access aisle located next to a space reserved for persons with physical disabilities.
40. Within any parking space or area signed as a City of Bellingham permit parking area, unless the person possesses a valid parking permit and the vehicle is registered under the permit. A violating vehicle may be summarily impounded in the manner provided by this title for unlawfully parked vehicles.

The impounding of such vehicle shall not prevent or preclude other enforcement in the municipal court or elsewhere for violation of this title. The restrictions that apply to any permit parking area within a shelter protection area established by ordinance shall include the following:

(a) No person shall enter or remain in parking stalls for any purpose other than to park or retrieve a motor vehicle or to place or retrieve an item of personal property in the motor vehicle; and

(b) No person shall use the parking area or vehicle for the purpose of housing or camping, including but not limited to, dwelling, sleeping, bathing, cooking, or use as a restroom.

The restrictions set forth in BMC 11.33.060(A)(40)(a) and (b), shall not apply to any permit parking area in the public right-of-way other than those that are within an area established by ordinance.

Violation of any permit condition or restriction imposed by ordinance or the city's traffic engineer may result in revocation of the permit. Following revocation, the violator and vehicle registered with the city shall be subject to a three month restriction from obtaining a permit for the lot where the violation occurred. Any such revocation shall be determined by the director of the department of public works who shall send a written notice to the permit holder, which notice shall contain the following information: that the permit will be revoked not sooner than 7 days from the date of the letter; that unless a written notice of appeal is filed with the department of public works, the permit will be deemed revoked; that if a written notice of appeal is filed within the required time, a hearing will be set; and the reasons for the revocation. Revocation appeals shall be heard and determined by the director of the department of public works. There shall be no refund based on time remaining on the permit following revocation.

B. Parking or standing shall be permitted in the manner provided by law at all other places except a time limit or other parking restriction may be imposed at other places by the city's traffic engineer under the supervision of the public works director. Official signs, including temporary signs, that establish time-limited parking or prohibit parking at certain times or entirely shall be enforceable according to their terms 24 hours after posting, including in areas where parking is otherwise permitted up to 72 hours.

C. No person shall move a vehicle not lawfully under his control into any such prohibited area or away from a curb such a distance as is unlawful.

D. It shall be unlawful for any person to reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing, or parking to the exclusion of any other like person, nor shall any person be granted such right, except as provided in BMC [11.33.190](#).

E. It shall be unlawful for any person to remove or erase chalk marks placed on a vehicle's tire by a police officer or parking control official without first removing the vehicle beyond the block where the vehicle was located when the chalk marks were placed on the tire. [Ord. 2014-11-060 § 1; Ord. 2011-07-038; Ord. 2002-04-035 § 3; Ord. 2001-02-010; Ord. 2000-10-066; Ord. 1999-04-020].

Section 3: BMC 10.24.070 is hereby amended as follows:

10.24.070 Sitting or lying on public sidewalks prohibited.

A. Prohibition. No person shall sit or lie down upon a public sidewalk, or upon a blanket, chair, stool, bollard, planter, fountain, railing or any other object placed upon a public sidewalk, during the hours between 7:00 a.m. and 9:00 p.m. in the following zones:

1. Central Business District ("CBD"). The central business district, for the purposes of this section, is the area bounded by the streets hereafter named, including said streets and their abutting sidewalks: on the east bounded by State Street from Whatcom Creek to Maple Street, on the south Maple Street from State Street to Cornwall Street to the intersection of Chestnut and Bay Street, on the west from the intersection of Chestnut and Bay Street to Champion Street, on the southwest from Champion Street to the intersection of Cornwall and York Street, on the north from the intersection of Cornwall and York Street to Railroad and up to Whatcom Creek between Railroad and State Street.
2. The Fairhaven Business District ("FBD"). The Fairhaven business district, for the purposes of this section, shall be defined by the area bounded by the streets hereafter named, including said streets and their abutting sidewalks: the area bounded by Mill Avenue on the north from 10th Street to 13th Street to Larrabee Avenue on the east, Larrabee Avenue on the south from 13th Street to 10th Street from Larrabee to Mill Avenue on the west. In addition the prohibited area in the Fairhaven business district shall include 12th Street from Larrabee to Cowgill and Harris Avenue from 10th Street to 4th Street.

B. Prohibition - Shelter Protection Area. No person shall sit or lie down upon a public sidewalk, street, curb, parking lot, parking stall, planting strip, street median, landscaping bed, parking lot median, parkway, trail or right-of-way or upon a blanket,

chair, stool, bollard, planter, fountain, railing or any other object placed upon a public sidewalk, street, curb, parking lot, parking stall, planting strip, street median, landscaping bed, parking lot median, parkway, trail or right-of-way within a shelter protection area established by ordinance.

CB. Exceptions. The prohibitions in subsections (A) and (B) of this section shall not apply to any person:

1. Sitting or lying down ~~on a sidewalk~~ due to a medical emergency.
2. Who, as the result of a disability, utilizes a wheelchair, walker, or similar device to move about the public right-of-way~~sidewalk~~.
3. Operating or patronizing a commercial establishment conducted on the public right -of-way ~~sidewalk~~ pursuant to a street use permit; or a person participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public right-of-ways~~sidewalk~~ pursuant to a street use or other applicable permit;
4. Sitting on a chair or bench located on the public sidewalk which is supplied by a public agency or by the abutting private property owner;
5. Sitting on a public sidewalk within a bus stop zone while waiting for public or private transportation.

Nothing in any of these exceptions shall be construed to permit any conduct which is prohibited by BMC 10.24.010 (Disorderly conduct) or BMC 10.24.040 (Pedestrian interference).

DC. No person shall be cited under this section unless the person engages in conduct prohibited by this section after having been notified by a law enforcement officer that the conduct violates this section.

ED. A violation of this section shall be a civil infraction and shall subject the violator to a fine of up to \$250.00, plus statutory assessment. If the person is unable to pay the monetary penalty, the court may order performance of a number of hours of community service in lieu of a monetary penalty. The default amount shall be \$100.00.

FE. Notwithstanding and in lieu of the penalties provided under subsection (ED) of this section, a person violating this section shall, upon conviction for a third or subsequent offense, be guilty of having committed a criminal misdemeanor and shall be punished by a fine not to exceed \$1,000 or imprisonment not to exceed 90 days, or by both such fine and imprisonment.

Section 4: The City Attorney and the codifiers of this ordinance are authorized to make necessary clerical corrections including, but not limited to, the correction of scriveners/clerical errors, references, ordinance numbering, section/subsection numbers and any reference thereto.

Section 5: If any section, sentence, clause, or phrase (i.e., provision) of this ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision and the remainder of this ordinance, or the application of such provisions to other persons or circumstances, shall not be affected.

PASSED by the Council this 12th day of October, 2020.



Gene Knutson, Council President

APPROVED by me this 20 day of October, 2020.




Seth Fleetwood, Mayor

ATTEST: 

Andy Asbjornsen, Finance Director

APPROVED AS TO FORM:



Office of the City Attorney

Published:

October 16, 2020

