

Next Ordinance No. 1908 Next Resolution No. 23-2021

CITY COUNCIL AGENDA 7:00 p.m. April 8, 2021 MEETING TO BE HELD REMOTELY VIA TELEPHONE: 1-774-777-4255 CONFERENCE ID No.: 589-8786

WORKSHOP: Preferred Approach to 2022 Budget Development April 15, 2021 @ 6:00 PM

<u>CALL TO ORDER:</u> 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.

MINUTES: City Council Meeting March 18, 2021 & March 25, 2021

AUDIT OF BILLS:
PUBLIC COMMENTS:
COUNCIL COMMENTS:
MAYOR'S UPDATE:
PROCLAMATION:

SPECIAL PRESENTATION:

COMMITTEE & BOARD REPORTS:

OFFICERS REPORTS:

UNFINISHED BUSINESS: 1) Revised MOU with Friendship House for the Skagit First Step Center

CONSENT AGENDA:

NEW BUSINESS:

1) MOU between Teamsters and City Regarding the Skagit First Step Center

DISCUSSION:

FUTURE WORKSHOP:

Preferred Approach to 2022 Budget Development

Thursday April 15, 2021 6:00 p.m.
MEETING TO BE HELD REMOTELY
VIA TELEPHONE: 1-774-777-4255
CONFERENCE ID No.: 589-8786

EXECUTIVE SESSION:

ADJOURNMENT:

MEETINGS:

1) AUDIT & FINANCE COMMITTEE:

Thursday April 8, 2021 4:00 p.m. MEETING TO BE HELD REMOTELY VIA TELEPHONE: 1-774-777-4255 CONFERENCE ID No.: 589-8786

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AS OF MARCH 20, 2020, ALL OTHER COUNCIL COMMITTEE MEETINGS ARE SUSPENDED UNTIL EMERGENCY PROCLAMATION 2020-03 HAS BEEN RESCINDED, OR UNTIL FURTHER NOTICE



City Council STUDY SESSION – April 15, 2021 – 6PM

Preferred Approach to 2022 Budget Development

Overview of Actual and Anticipated B&O Tax Revenue
Budget Development Options – Finance Committee vs. Committee of the Whole?
Budget Development Approach – Which Funds in Which Order?
Budget Development Timeline – Workshops How Often – How Long?
Department Head Individual Presentations?
Current Expense Fund – Line-by-Line Review?
Preferred Approach for Estimating 2022 Revenues
Preferred Budget Presentation Format – Prior Year(s)

April 22, 2021 Council Meeting

Presentation - March 2021 Financial Results - Cash Position, Sales Tax, & Other Data

Update on Private Development in the City - Highlighting a Current Project - Comm. Dev Director

1st Quarter 2021 Budget Review and Discussion

Comp Plan Update - Resolution - Preliminary Adoption PC Recommendation for Economic Development Element

Presentation of Parks Board 2021 PROS Plan Park Improvement Prioritization

Update on Fiber Final Foot Connection Program

Update on Skagit First Step Center Development

Telecommunication Franchise Agreement with Skagit County

Discussion – America Rescue Plan Dollars to Burlington

May 13, 2021 Council Meeting

Public Hearing - Revisions to Comp Plan and Ordinance Adopting Comp Plan

Revision to 2021 PROS Plan CIP Items Based on Parks Board Recommendations

Presentation of Parks Board Preferred New Park Signage Design

2% PUD Water Utility Tax – Discussion Only

May 27, 2021 Council Meeting

Presentation - April 2021 Financial Results - Cash Position, Sales Tax, & Other Data

Update on Private Development in the City - Highlighting a Current Project - Comm. Dev Director

Update on Skagit First Step Center Development

June 3, 2021 Council Meeting

Possible 2021 City Council Retreat Post-COVID Discussion - Scope, Location, and Date

Award of Construction Contract – George Hopper Signal Project

June 17, 2021 Council Meeting

Presentation - May 2021 Financial Results - Cash Position, Sales Tax, & Other Data

Update on Private Development in the City - Highlighting a Current Project - Comm. Dev Director

Update on Skagit First Step Center Development

Update on Fiber Final Foot Connection Program

July

Contract for Fire Hall Architectural Services Contract for Carnegie Library Architectural Services 2nd Quarter 2021 Budget Review and Discussion

April 2021	_			April 2021 Su Mo Tu We Th 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	Fr Sa Su Mo 3 10 10 2 3 10 10 23 24 23 24 30 31	May 2021 Tu We Th Fr Sa 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 28	29	30	31	Apr 1	2	m
4	2	6:00pm Library Board (Telephonic)	7	8 4:00pm Audit & Finance Committee (Telephonic) 7:00pm Council Meeting (Telephonic)	0	10
11	12	2:00pm SUSPENDED: Historical 4:00pm SUSPENDED: Public Safety 5:30pm Parks Board -	14	6:00pm Preferred Approach to 2022 Budget Development (Telephonic)	16	17
18	19	4:00pm Public Works Committee (Telephonic)	21 1:00pm SUSPENDED: SKAT Board 5:30pm SUSPENDED: Planning Commission 7:00pm Planning	4:00pm Audit & Finance (Telephonic) 7:00pm Council Meeting (Telephonic)	23	24
25	56	4:00pm Homeless Transition Committee (Zoom).	9:00am SUSPENDED: Downtown Burlington Association (Visitor Information Center/Chamber of	29	30	May 1
Jennifer Ruhland			1			4/2/2021 9:47 AM

May 2021				May 2021 Su Mo Tu We Th 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27	Fr Sa Su Mo 7 8 6 7 14 15 22 20 21 28 29 27 28	June 2021 Tu We Th Fr Sa 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 25	56	27	28	29	30	May 1
2	ĸ	4 6:00pm Library Board (Telephonic)	5	9	7	ω
6	10	4:00pm SUSPENDED: Public Safety 5:30pm Parks Board (Parks & Rec Dept)	12	13 4:00pm Audit & Finance Committee 7:00pm Council Meeting (Telephonic)	14	15
16	17	18 4:00pm Public Works Committee (Telephonic)	19 1:00pm SUSPENDED: SKAT Board 5:30pm SUSPENDED: 7:00pm Planning	20	21	22
23	24	4:00pm Homeless Transition Committee (Zoom)	26 9:00am SUSPENDED: Downtown Burlington Association (Visitor Information	4:00pm Audit & Finance (Telephonic) 7:00pm Council Meeting (Telephonic)	28	59
30	31	Jun 1	2	m	4	رح ا
Jennifer Ruhland			1			4/2/2021 9:48 AM

MEETING HELD TELEPHONICALLY DUE TO THE COVID-19 PANDEMIC

SPECIAL BURLINGTON CITY COUNCIL MEETING TO DISCUSS SKAGIT FIRST STEPS PROJECT

Mayor Steve Sexton called the meeting to order at 6:00 p.m. with the Pledge of Allegiance. Council members present: Bill Aslett, Keith Chaplin, J. DeGloria, R. DeGloria, Scott Green, Chris Loving and James Stavig. Staff present: Janice Burwash, Geoff Hawes, Leif Johnson, Sandy Kottke, Mike Luvera, Katie Olafson, Marv Pulst, Joe Stewart, Travis Schwetz, Sarah Ward, Greg Young and Mickey Zitkovich.

MAYOR'S OPENING COMMENTS

Mayor Sexton explained the purpose of the meeting was for Council to get a deeper understanding of the Skagit First Steps Project. The meeting will focus on many aspects of the project and provide in depth and valuable information to Council. Council will also have the opportunity to address questions or concerns regarding the project. Mayor Sexton introduced Commissioner Lisa Janicki, Friendship House Director Tina Tate and Community Services Division Manager Sarah Hinman. Opening comments were held from these three partners all of which spoke with excitement in seeing the success of this project come to fruition.

COPY OF WRITTEN PUBLIC COMMENTS RECEIVED TO DATE

A copy of all the public comments submitted regarding the Skagit First Steps Project were provided to Council for their review.

SKAGIT FIRST STEPS CENTER OVERVIEW

City Administrator Greg Young shared 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 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. Young further shared site and building renovation details, capital improvement financing and capital operation financing. A lengthy discussion was held amongst Council and staff about specifics of the project overview.

OVERVIEW OF STATE ENVIRONMENTAL POLICY ACT (SEPA) AND CONDITIONAL USE PERMIT PROCESS – DISCUSSION

Community Development Director Brad Johnson gave an overview of SEPA process stating every major land use action requires environmental review. Environmental review

is done at the same time as the review of all other land use permit components, such as plan review, conditional use permit or subdivision. The process includes a notice of application and a publication notice. **Johnson** also gave a short overview of the SEPA Environmental checklist. A discussion was held amongst Council and staff of specifics of the SEPA process.

SKAGIT COUNTY CAPITAL CONTRIBUTION MONIES - \$400K INTERLOCAL AGREEMENT

City Administrator Greg Young explained the City of Burlington and Skagit County have drafted an interlocal agreement to allow Skagit County to provide up to \$400,000 in funding for the proposed shelter in Burlington. This one-time funding opportunity will allow Burlington to be reimbursed for those qualifying expenses that occur. 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. Councilor Joe DeGloria asked about the 60% capacity rule where Burlington could be on the hook for funds. Young shared 27 of the 45 units would need to be occupied for a two-year period to comply with the 60%. Councilor Keith Chaplin asked about possibly reducing the number of cabins. Young shared the interlocal requires a minimum of 40 cabins. Councilor James Stavig asked about amending the agreement with the County. Community Services Division Manager Sarah Hinman shared the County wants to be in partnership with this project and the agreement can be amended. Commissioner Lisa Janicki explained the goal is to make this project successful and spoke in support of starting with a reduced number of cabins. Hinman and City Attorney Leif Johnson shared an amended version of the interlocal agreement could be ready by the next scheduled Council meeting.

A motion was made by **Councilor Chaplin/Stavig** to defer the authorization of the Interlocal Cooperative Funding Agreement for Burlington Shelter Project between Skagit County and The City of Burlington to the March 25, 2021 Burlington City Council meeting. All in favor; motion carried.

FRIENDSHIP HOUSE OPERATIONS – PROPOSED MEMORANDUM OF UNDERSTANDING
City Administrator Greg Young shared details of the MOU explaining the responsibilities
of the City of Burlington and The Friendship House. Councilor Keith Chaplin asked if there
are any other organizations that would be able to provide this service. Mayor Sexton

shared when looking at track record and years of experience, The Friendship House is

without question the best partnership for this project. **Chaplin** asked how other cities are managing similar projects. **Mayor Sexton** explained most cities use city staff to manage similar projects but felt this was not the direction the City of Burlington wanted take. **Councilor James Stavig** spoke in opposition of city staff running this project.

A motion was made by **Councilors Stavig/Chaplin** to approve the 2021 Friendship House MOU and authorize the Mayor to sign. **Councilor Bill Aslett** recused himself from the vote due to a family conflict of interest. **Councilors R. DeGloria, Loving** and **Green** in favor; **Councilor J. DeGloria** opposed. Motion carried.

SKAGIT FIRST STEPS FUND CREATION ORDINANCE

Finance Director Joe Stewart shared in order to account for the construction and ongoing operating costs for the Skagit First Steps Center, the City needs to create two new funds. The construction fun will account for all initial capital expenses and any local, state or federal contributions towards the project. The operating fund will account for the ongoing operating cost of the center and any contributions from participating agencies of private parties. In both cases, the funds will be restricted or committed to the First Step Center. Councilor James Stavig asked about the billing process, how the bills will be approved and how will legitimacy of the bills be tracked. Stewart explained the person who is closest to the work will be the one approving purchases and shared this process is still a work in progress.

A motion was made by **Councilors Stavig/Chaplin** to approve the Ordinance creating the First Step Center Operating and Construction Funds and authorize the Mayor to sign the Agreement. **Councilors Aslett/Loving/R. DeGloria** and **Green** in favor; **Councilor J. DeGloria** opposed. Motion carried.

AUTHORIZATION FOR USE OF REET & 1406 DOLLARS

City Administrator Greg Young shared in the previous agenda item, Council approved the creation of two new funds for managing the operations and construction funds for the Skagit First Steps Center, now this item makes working capitol money for funds, REET and fund 1406. Councilor Joe DeGloria suggested putting this item off until the next meeting. Councilor James Stavig spoke in opposition of delaying the approval of this item and shared this money will be reimbursed. Stavig further explained the City will need startup money as there will be bills to fund right from the start.

A motion was made by **Councilors Stavig/Chaplin** 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 and transfer \$26,667 dollars from the General Fund to Fund # 103 and authorize the direct deposit of future 1406 dollars into Fund #103. **Councilors Green/R. DeGloria/Loving** and **Aslett** in favor; **Councilor J. DeGloria** opposed. Motion carries.

SOLE SOURCE CABIN PURCHASE RESOLUTION

City Administrator Greg Young shared the City and its partners have spent considerable time researching appropriate shelters for the site. 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.

A motion was made by **Councilors Stavig/Chaplin** to approve the Sole Source Resolution and authorize the Mayor to order the Cabins that Burlington will purchase with a caveat of a purchase of 20 cabins. **Councilors Aslett/Loving/R. DeGloria** and **Green** in favor; **Councilor J. DeGloria** opposed. Motion carried.

<u>SKAGIT FIRST STEPS CENTER - DISCUSSION OF POSSIBLE "PROTECTION AREA</u> ORDINANCE"

A discussion was held amongst Council and staff about a possible ordinance establishing a certain described area that is located immediately adjacent to and approved temporary building encampment to prohibit certain activities in permit perking areas and other public spaces that adversely affect the operations of the encampment, residents of the encampment and the adjacent area.

DISCUSSION

No Discussion.

EXECUTIVE SESSION:

No Executive Session.

ADJOURNMENT:

Mayor Sexton adjourned the meeting at 8:46 p.m.

Joe Stewart Steve Sexton
Finance Director Mayor

MEETING HELD TELEPHONICALLY DUE TO THE COVID-19 PANDEMIC

Mayor Steve Sexton called the meeting to order at 7:00 p.m. with the Pledge of Allegiance. Council members present: Bill Aslett, Keith Chaplin, J. DeGloria, R. DeGloria, Scott Green, Chris Loving and James Stavig. Staff present: Janice Burwash, Geoff Hawes, Leif Johnson, Sandy Kottke, Mike Luvera, Katie Olafson, Marv Pulst, Joe Stewart, Travis Schwetz, Sarah Ward, Greg Young and Mickey Zitkovich.

MINUTES:

A motion was made to approve the minutes of the March 11, 2021 Council meeting by **Councilors Aslett/J.DeGloria.** All in favor; motion carried.

AUDIT OF BILLS:

A motion was made by **Councilors Loving/Green** to approve Accounts Payable invoices to be paid as of March 25, 2021 in the amount of \$359,540.40 and Payroll Expenses for Pay Period ending March 15, 2021 in the amount of \$690,215.65. All in favor; motion carried.

PUBLIC COMMENTS:

City Attorney L. Johnson stated that members of the public may submit comments or questions by mail to City Hall at 833 S. Spruce Street, ATTN: Greg Young or by email to badministration@burlingtonwa.gov, as the city still cannot by law, hold in-person meetings.

COUNCIL COMMENTS:

Councilor Keith Chaplin and Councilor Scott Green asked when in person City Council meetings could resume. City Attorney Leif Johnson shared as of now there have been no changes to the guidelines that would allow for in person meetings to resume but shared that staff has been in talks of what returning to in person might look like. Councilor Bill Aslett shared to weigh on the side of caution when considering returning to in person meetings stating that returning too early could potentially cause further setbacks and shared hopes that summer weather may be helpful. Mayor Sexton shared his hopes for the city to be at a point to offer in person meetings again soon. Mayor Sexton further shared he is working with staff on how to bring everyone back as safely as possible and is watching what other cities are doing as well. Councilor James Stavig shared his support for keeping an option available for remote attendance in the future. Mayor Sexton shared discussions of having a hybrid option of in person and phone access available to councilmembers, staff and the public. Mayor Sexton spoke in support of offering access in as many ways as possible. Councilor Scott Green spoke in support of returning to in person meetings and shared missing the formality that face to face offers. Johnson spoke

in support of councilmembers offering feedback for what they would like to see when the city is able to reopen.

Councilor Bill Aslett shared his thanks to all the volunteers helping at the COVID testing and vaccine site located at the fairgrounds and shared his amazement with how well the operations are running. **Mayor Sexton** spoke in agreement with **Aslett** sharing his thanks to all volunteers and shared people have been coming from other counties to help. **Commissioner Lisa Janicki** appreciated the comments from everyone waving the flag for the volunteers.

MAYOR'S UPDATE:

Mayor Sexton shared two manufacturing business will be coming to Burlington. The first being a solar panel company that will employ about 100 people and the second, Commercial Aircraft Interiors moving from Arlington. **Mayor Sexton** stated it is great to see these companies move to our community.

Mayor Sexton shared an update from the Skagit First Steps meeting he attended. Great conversations with business were had to address concerns about the project. Mayor Sexton further shared 20 cabins have been purchased and will be arriving April 26th. Mayor Sexton also shared conversations with the current business leasing the property at 465 Pease Road for the Skagit First Steps project had taken place and productions will be winding down as well as offering early access to the back lot in return for a discounted lease price for April. Mayor Sexton stated that gaining 14 extra days to start this project would be extremely beneficial. Councilor Joe DeGloria inquired as to the rushed timeline. Mayor Sexton shared being able to open sooner would have numerous benefits specifically sharing the eviction moratorium ending in late June 2021.

A motion was made by **Councilors Chaplin/Stavig** to add the approval of the discounted lease agreement to the agenda. All in favor; motion carried.

SPECIAL PRESENTATION:

No Special Presentation.

PROCLAMATION:

No Proclamation.

COMMITTEE & BOARD REPORTS:

No Committee & Board Reports.

OFFICERS REPORTS:

Public Works Director Marv Pulst shared the county is accepting applications for an Economic Development Grant. Burlington has been a recipient of such grants in the past that have gone on to provide substantial development opportunities in the community. The deadline for application submissions is April 16th. **Pulst** shared he was appreciative of hearing possible development ideas from many councilmembers. **Councilor Keith Chaplin** suggested changing some streets to pedestrian access only creating a plaza feel for downtown. **Pulst** appreciated the creativity and looks forward to more feedback from Council.

Finance Director Joe Stewart updated council of February 2021 financial results. **Stewart** broke down revenues, expenditures and ending cash by fund for the month end. **Councilor Chris Loving** thanked **Stewart** for the report.

UNFINISHED BUSINESS:

Resolution to Amend Cemetery Fees

Finance Director Joe Stewart explained due to increasing costs, cemetery fees were recently evaluated by the Parks and Recreation Department. In February, an updated fee schedule for the cemetery was presented to Council. Cemetery fees are a component of the fee schedule that was formally approved in January of 2020. The resolution was updated to reflect the updated fees reviewed by council and now must be formally approved.

A motion was made by **Councilors Green/J. DeGloria** to approve the resolution to replace resolutions, amend fees and provide clarification of certain fees and rates. All in favor; motion carried.

<u>Interlocal Agreement with Skagit County for Capital Contribution to Skagit First Steps</u> <u>Center</u>

City Attorney Leif Johnson shared the interlocal agreement has been revised pursuant to Council's discussion at the March 18, 2021 special meeting. County staff has reviewed the changes, which include: Revision of number of units from 40 to 35, allowing for six-month startup period before occupancy levels are calculated and pushing the start date of the project to July 31, 2021 (rather than June 30, 2021) and adjusting the two-year contract period to match, to better accommodate the City's estimated timelines.

A motion was made by **Councilors Chaplin\Aslett** 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. **Councilors Green/R. DeGloria/ Stavig** and **Loving** in favor; **Councilor J. DeGloria** opposed. Motion carried.

CONSENT AGENDA

No Consent Agenda

NEW BUSINESS:

Skagit County Telecommunications Franchise

IT & Fiber Director Geoff Hawes explained the City of Burlington currently has some fiber in Skagit County for institutes use, specifically WWTP pump stations. We have had numerous requests for fiber installations from both customers and ISP's within Skagit County, but outside of the Burlington city limits. This franchise agreement would offer the ability to reach businesses within Burlington/Skagit County that is close to the existing fiber. Councilor Joe DeGloria asked if another business could offer this service. Hawes could not speak to other businesses that offer this service but mentioned the City of Anacortes has similar agreements. Councilor James Stavig thanked Hawes for taking this project on and spoke in support of the franchise sharing his excitement to see it keep moving forward.

Security/Health Screener for Municipal Court

Court Administrator Mickey Zitkovich shared due to the COVID-19 pandemic, the department needs to preform a health screen on all people entering the courtroom. Burlington Municipal Court is the only court in the county that does not have security during court sessions. Using Administrative Office of the Courts CARES funding available the department would hire Pacific Security, a company used by Anacortes and Mount Vernon, to preform COVID health screenings and act as security at the front doors. Councilor James Stavig asked if any other companies were considered. Zitkovich shared Pacific Security was selected since they work with neighboring cities and know the needs of the department. Stavig asked if the city will be reimbursed by the State. Zitkovich explained the city will pay for the services up front and then be reimbursed by the State. Councilor Scott Green asked if money will be paid prior to services starting. Zitkovich explained no funds will be distributed until services start. Councilor Joe DeGloria asked how long this program will continue. Zitkovich stated this program will stay as long as there is State funding available but will be asking for this service to be added to the 2022 budget.

A motion was made by **Councilors Stavig/R. DeGloria** to approve the contract with Pacific Security at \$35.00 per hour with a minimum of 4 hours per day at an estimated 42 hours per month totalling approximately \$1,470.00 monthly. All in favor; motion carried.

Purchase Sonetics COMHUB and Wireless Headsets

Streets Supervisor Travis Schwetz explained the Streets Department recently became aware of new technology regarding hearing protection that improves hearing loss protection and enhances ability to communicate while in noisy situations. The adjustable hands-free headset will protect hearing, help with efficiency, provide better communications and enhance safety. Councilor Stavig shared concerns about the price of the equipment and asked if a grant could be used to help fund the purchase. Schwetz shared his agreement with the large price point but explained the benefits of this equipment will be extremely valuable to the City. Councilor Keith Chaplin spoke in support of the purchase sharing excitement for workflow efficiency and above all else safety.

A motion was made by **Councilor Chaplin/Green** to approve the purchase of the radios as quoted by Motorola Solutions. All in favor; motion carried.

Reduction of Lease Payment for April at 465 Pease Road for Early Access to Property

A motion was made by **Councilors Chaplin/Stavig** to reduce to lease payment at 465 Pease Road for early access to property. All in favor; motion carried.

DISCUSSION

No Discussion.

EXECUTIVE SESSION:

No Executive Session.

ADJOURNMENT:

Mayor Sexton adjourned the meeting at 8:26 p.m.

Joe Stewart Steve Sexton
Finance Director Mayor



ITEM	#:	1

CHECK ONE:

NEW BUS.

OLD BUS.

AGENDA ITEM

Council Date: Submitted By:	April 8, 2021 Greg Young – City Administrator	Subject:	Revised MOU with Friendship Skagit First Step Center	House for	the
Attachments:	Revised MOU		Public Hearing Required:	YES ()	NO (X)

HISTORY AND SUMMARY

The Council has previously approved a Memorandum of Understanding (MOU) with the Friendship House regarding the operation of the First Step Center. Two provisions of the MOU needed revision and the revised MOU is included in your packet. The two areas that have been revised are highlighted in Yellow. They include 1) revision to the hours that Security personnel will be on-site. The revision now matches the contract between the Friendship House and the private security firm.

The second change is to add that the Friendship House will be responsible for the monthly utility costs (electricity, water, and sewer).

ALTERNATIVES CONSIDERED

None Considered

CURRENT AND FUTURE BUDGET RAMIFICATIONS

None

LEGAL ASPECTS – LEGAL REVIEW

None identified

STAFF RECOMMENDATION

Staff recommends that the Council approve the revised MOU

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to approve the revised Memorandum of Understanding between the City of Burlington and the Friendship House 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 <u>the City of Burlington, WA 98233</u> 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 propertySite. 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 sheltersCabins, 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. <u>Term.</u> 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. <u>Termination</u> 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 <u>one hundred twenty (120)</u> 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 eCities within the eCounty. 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 Transitional 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 Transitional Cabins Site shall be considered the property of the City or the Operator pursuant to applicable contract MOU terms.

- 3. <u>Amendments to MOU.</u> 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 <u>houseHouse</u>.
- 4. <u>Friendship HouseOperator Responsibilities</u>. The Operator shall manage and oversee the operation and provision of services delivered at the <u>Transitional Cabins</u>. 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 participants 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 76PM to 56AM.
 - j. Ensure that the site is kept in a neat and orderly fashion by not allowing the storage of personal belongings outside of the eCabins, except as provided by storage units.
 - k. Permit Quarterly on-site fire inspections for both the Cabins and Building.
 - 1. Work to ensure that residents comply with loitering and noise control limitations.
 - m. Keep site in a clean and sanitary condition and pProvide regular garbage collection and disposal.

 Pay for normal utility service including electricity, water, and sewer
 - n.o. 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.p. Help to enforce any "no loitering" provisions adopted by the City between the hours of 8AM to 11PM.
- 5. <u>City Responsibilities Responsibilities</u> 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 <u>forty-five</u> (45) freestanding predominately single-occupancy eCabins.
 - b. Supply electricity to each eCabin.
 - 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 facilitySite.
 - 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.
- 6.7.Compliance with Federal, State, and City Regulations. The Operator shall comply with all applicable federal, state, and local laws and regulations.
- 7.8.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.
- 8.9 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 facility Site on its fire insurance coverage but this will not cover contents that are the property of the Operator. The Operator shall procure and maintain for the duration of the MOU insurance against claims for injuries to persons or damages to property in the amount of \$5 million which may arise from or in conjunction with the performance of work hereunder and that of its agents, representatives, employees, or subcontractors.

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.

A. 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.

B. 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.

C. 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.

D. Acceptability of Insurers

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

E. 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.

F. 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.

G. 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.

H. 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.

10.11. 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

11.12. 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.

- 12. <u>Indemnification</u> Operator agrees to indemnify, defend, and hold the City, its elected and appointed officials, officers, employees, agents harmless from any claims, demands, liability of any kind or nature, including but not limited to personal injury or property damage, misuse of operational funding, or anything arising from or related to this MOU. If judgement is entered against the City of Burlington by a court of competent jurisdiction because of negligence of the City, the Operator agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- 13.14. 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 agreementMOU. All exhibits referenced in or attached to this MOU are incorporated into this MOU
- 14.15. 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 ant 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.
- 15.16. 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.
- 16.17. 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.
- 17.18. 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.

18.19. Headings . All headings in this MO the interpretation of this MOU.	U are for convenience of reference only and shall not affect
	sentations, indemnifications, warranties, and guarantees made in this MOU, and all continuing obligations set forth in this ination of this MOU.
delivery, and performance of this MOU har	warrants, represents, and covenants that the execution, we been duly authorized by all necessary action of such ecuting this MOU on behalf of such Party has been duly alf of such Party.
employees, nor anyone working under the City. Neither the Operator nor their employees	Operator shall remain independent from the City. Their Operator shall be considered an agent or an employee of the yees nor anyone working under the Operator shall qualify for
	ator agree to cooperate fully and execute any and all tional actions that may be necessary or appropriate to give
Dated this day of, 2021.	
CITY OF BURLINGTON	
Steve Sexton, Mayor	
FRIENDSHIP HOUSE OPERATOR	
Tina Tate, Executive Director	

Approved	as to Form:	
Leif Johnson	on, City Attorney	



II EIVI #:	
CHECK	ONE:
NFW/ BLIS	· x

OLD BUS.

Λ.	CE	NII	n.	Λ Ι		Л
AI	GE	NI		AI	Þľ	VI

Council Date: Submitted By:	April 8, 2021 Greg Young – City Administrator	Subject:	Memorandum of Understanding (MOU) between Teamsters and City regarding the Skagit First Step Center
Attachments:	MOU with Teamsters		Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

Now that we are developing the Skagit First Step Center on City property, a concern has emerged from the Teamsters who represents many of the workers who may be called upon to complete tasks down at the Center. This centers on the unknown nature of the work environment at the Center and a shared desire on the part of the Teamsters and Administration to ensure the health and safety of our workers. As noted in the attached MOU, the City and the operator of the Center, The Friendship House, have agreed to certain parameters that will guide the work to be potentially be completed at the site by city workers.

Administration has worked with both the Teamsters as well as the Friendship House on the wording of the MOU and it is acceptable to both parties.

ALTERNATIVES CONSIDERED

None Considered

CURRENT AND FUTURE BUDGET RAMIFICATIONS

None

LEGAL ASPECTS – LEGAL REVIEW

None identified

STAFF RECOMMENDATION

Staff recommends that the Council approve the MOU with the Teamsters

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to approve the Memorandum of Understanding between the City of Burlington and the Teamsters regarding city workers at the Skagit First Step Center."

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF BURLINGTON, WASHINGTON AND

GENERAL TEAMSTERS UNION, LOCAL 231

This Memorandum of Understanding (MOU) is by and between the City of Burlington, hereinafter called the "City" and Teamsters Local Union 231, hereinafter called the "Union", regarding the City of Burlington's desire to develop a transitional homeless center on property owned by the City.

Background:

The purpose of this MOU is to address the pending plans for the City, in partnership with other local government agencies and non-profit organizations, to develop a temporary homeless housing and service center on City property at 465 Pease Road and the resulting on-going responsibilities of City employees. The safety of City employees is important and the City does not want to place employees in situations that might jeopardize their health and safety.

Agreement:

FOR TRAMSTERS LOCAL 231

- 1) This agreement is non-precedent setting and only applies to the expectations of City personnel regarding job responsibilities at the Skagit First Step Center.
- 2) While the site is currently and will remain City property and whose operation is expected to be contracted with a non-profit organization, there may be periods of time that City personnel will need to perform duties at the Center.
- 3) These duties are not expected to be regularly scheduled and would be an exception to their normal duties as it is the expectation of the City that the contracted agency will provide daily operation, security, and sanitation services.
- 4) If employees are required to go to the First Step Center, a "host" from the contracted non-profit will be requested to be present to facilitate the performance of their duties. Should a host not be available and should the employees believes that such a host would be necessary, the employee may defer their duties until such a host is available.
- 5) It is the City's expectation that City personnel shall not be required to perform maintenance or repair activities within the Cabins unless the Cabins are unoccupied and/or have been sanitized by personnel from the Center.
- 6) Blood born pathogen training and personal protection equipment will be provided to Public Works employees to go the Center.
- 3) Except as outlined herein, all provisions of the Collective Bargaining Agreement will apply.
- 4) This Agreement shall become effective upon the last signature by the authorized parties and may not be modified without the mutual consent of the parties.

FOR THE CITY OF BURLINGTON

TOR TEAMSTERS EOCAL 231	TOR THE CITT OF BUREHNGTON
DATE	DATE