

Next Ordinance No. 1910 Next Resolution No. 27-2021

CITY COUNCIL AGENDA City Hall, 833 South Spruce Street 7:00 p.m. July 8, 2021

<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 June 24, 2021

AUDIT OF BILLS:

PUBLIC COMMENTS:
COUNCIL COMMENTS:
MAYOR'S UPDATE:

PROCLAMATION: PRESENTATION:

COMMITTEE & BOARD REPORTS:

OFFICERS REPORTS:

UNFINISHED BUSINESS:

CONSENT AGENDA:

NEW BUSINESS: 1) Rescinding Emergency Proclamation 2020-03

- 2) Minor Code Changes Public Hearing
- 3) Development Briefing
- 4) Resolution Waiving Sewer and Storm Fees for Homeless Shelter
- 5) Skagit First Step Center- Addition of Project to 2021 Capital Improvement Plan
- 6) Extension of B-E Student Card Program

DISCUSSION:

FUTURE WORKSHOP:

1) WORKSHOP

Thursday, <u>July 22,2021</u> @ 6:00 PM City Hall, 833 S Spruce Street

EXECUTIVE SESSION:

ADJOURNMENT:

MEETINGS:

1) AUDIT & FINANCE COMMITTEE:

Thursday July 8, 2021 4:00 p.m.
MEETING TO BE HELD REMOTELY

VIA TELEPHONE: 1-774-777-4255 CONFERENCE ID No.: 589-8786



July 22, 2021 Council Meeting

6PM - WORKSHOP - SKAGIT RIVER PARK IRRIGATION

CONSENT - Ordinance Revising Historical Commission Composition

Presentation – June 2021 Financial Results – Cash Position, Sales Tax, & Other Data

Presentation – Community Rating System (CRS) Program

2nd Quarter 2021 Budget Review and Discussion

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

Comp Plan Update – Resolution – PC Recommendation on Capital Facility Element

Comp Plan Update – Resolution – PC Recommendation on Utility Element

Comp Plan Update – Resolution – PC Recommendation on Impact Fee Changes

Update on Fiber Final Foot Connection Program

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

August 12, 2021 Council Meeting

Presentation – 2022 Budget Calendar and Schedule of Budget Workshops

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

Discussion – Street Improvements to Fairhaven

Discussion – 1/10th Sales Tax for Homelessness

Contract for Fire Hall Architectural Services

August 19 WORKSHOP – 6PM – Fiber to the Home (FTTH) Project

Options and Approaches to Providing Fiber to Burlington Residences.

Presentation/Discussion – Number of ISPs Utilizing Burlington Fiber System



August 26, 2021 Council Meeting

Fire. Park, and Transportation Impact Fees – Discussion on Required Process

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

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

Resolution Surplusing City Vehicles

Discussion – Use of America Rescue Plan Dollars

September 9, 2021 Council Meeting

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

September 9, 2021 COUNCIL WORKSHOP

2022 Budget

September 23, 2021 Council Meeting

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

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, Joe DeGloria, Rick DeGloria, Scott Green, James Stavig. Staff present: Janice Burwash, Brian Dempsey, Geoff Hawes, Leif Johnson, Sandra Kottke, Katie Olafson, Marv Pulst, Jim Rabenstein, Travis Schwetz, Joe Stewart, and Greg Young.

A motion was made by **Councilors Green/J. DeGloria** to excuse **Councilor Chris Loving** from the meeting. All in favor; motion carried.

Mayor Sexton requested a motion from Council to amend the agenda removing agenda item number 2 (two), a development briefing and agenda item number 11 (eleven), an Agreement with Carletti Architects for the Carnegie Library upgrades. These items will be brought back to Council at a future meeting.

A motion was made by **Councilors Chaplin/Aslett** to amend the agenda as requested. All in favor; motion carried.

MINUTES:

A motion was made by **Councilors Aslett/Green** to approve the minutes of the June 10, 2021, City Council meeting. All in favor; motion carried.

AUDIT OF BILLS:

A motion was made by **Councilors Green/Chaplin** to approve Accounts Payable invoices to be paid as of June 24, 2021, in the amount of \$293,768.08, and June 10, 2021, and Payroll Expenses for Pay Period ending June 15, 2021, in the amount of \$706,353.85. All in favor; motion carried. **Councilor Joe DeGloria** voiced several questions regarding funds being used for the Skagit First Steps Center. **Finance Director Joe Stewart** explained the city needed to front several of the initial costs but will be reimbursed for most of the expenses. **J. DeGloria** requested a current list of expenditures for the Skagit First Step Center. **Stewart** shared the Finance Department would present Council with an expenditure breakdown.

PUBLIC COMMENTS:

City Attorney Leif 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.

COUNCIL COMMENTS:

Councilor Scott Green was excited to share he had received high praise for the staff at the Burlington Public Library from a customer at his place of business. Councilor Keith Chaplin also shared his enthusiasm for the library. Councilor Bill Aslett shared excitement for the upcoming soccer tournament saying it was great to see the fields getting used again. Councilor Joe DeGloria extended congratulations to the 2021 graduating class.

MAYOR'S UPDATE:

Mayor Sexton shared the Skagit County Commissioners have had discussions regarding implementing a county-wide one-tenth of 1% Homeless Sales Tax increase. Burlington contributes 35% of the sales tax revenue for the county. Mayor Sexton explained the benefits to the City of Burlington having control over the portion of revenues received from this tax. Councilor Bill Aslett expressed concerns and hoped the city would have a say in how the funds are used. Councilor Scott Green questioned the timing of this tax and spoke in favor of the city controlling the funds.

Mayor Sexton updated Council on the first week of the Skagit First Step Center. A meeting was held at the center with the Mayor and several city staff members including officers from the Burlington Police Department. Many residents expressed their appreciation for the center and for being given this opportunity for a helping hand. **Councilor Bill Aslett** shared the Skagit First Steps Center is a great resource for law enforcement.

SPECIAL PRESENTATION:

Finance Director Joe Stewart presented Council with a brief presentation regarding the 2020 year-end results and the May 2021 financial results including revenues, expenditures, and ending cash by fund. Councilor Joe DeGloria asked if the city has received any funds from the American Rescue Plan. Stewart explained the city will receive half of the American Rescue Plan funds this year and half next year. The city can expect to receive about \$1.2 million this year and an additional \$1.2 million in 2022. J. DeGloria also suggested reassessing the recent taxes implemented by the city. Councilor

Bill Aslett advised moving forward on the side of caution as the city starts to open back up there may be higher expenditures. **Councilors Keith Chaplin** and **Scott Green** spoke in agreement with **Aslett. Councilor James Stavig** spoke in agreement with **J. DeGloria** sharing he appreciated the conversation and requested this topic be brought back to Council for further discussion.

COMMITTEE & BOARD REPORTS:

Councilor Keith Chaplin shared the Public Works Department was awarded \$200,000 from Skagit County Economic Development to improve Fairhaven West of the five-way intersection bringing the total funds available for this project to \$400,000. The Streets Department installed speed indicator signs on East Fairhaven Ave. The Parks and Recreation Department request for bids closed for the dog park. Chaplin shared his excitement for this project. Councilor Bill Aslett requested a feature installation for the Fairhaven development project including fountains or artwork sharing it would be a spectacular opportunity to see this space developed as a retail center that has some attractiveness. Chaplin also suggested offering more food trucks making Burlington a destination.

PROCLAMATION:

No Proclamation.

OFFICERS REPORTS:

IT & Fiber Director Geoff Hawes gave an update to Council about cybersecurity within the IT Community. Hawes hopes to bring this topic back to Council to share the effects of ransomware events. **Councilor Keith Chaplin** thanked **Hawes** for looking into ways to prevent these issues.

UNFINISHED BUSINESS:

No Unfinished Business.

CONSENT AGENDA

No Consent Agenda

NEW BUSINESS:

Resolution Regarding the Continued Rental of the Whitmarsh House

City Administrator Greg Young explained a recent discussion was held with Council regarding the rental of the Whitmarsh House. The house has been rented over the past few years and most recently to City employees. The consensus of the Council is to continue to rent the house to city employees with a rental rate falling at the lower end of the market for comparable properties. Councilors James Stavig spoke in favor of the city retaining the home as a rental property for city staff use. Councilor Keith Chaplin requested an inspection be scheduled as well as a cost breakdown of repairs the home has received. Parks Supervisor Jim Rabenstien shared a lengthy list of repairs performed and stated the house is in good condition.

A motion was made by **Councilors Stavig/J. DeGloria** to approve the Resolution and authorize the Mayor to sign. All in favor; motion carried.

Interlocal Agreement for Community Court

City Administrator Greg Young shared, on November 12, 2020, Judge Howson presented the Council with a proposal for a Community Court program. This program consists of services provided for three court dockets per month with up to fifteen individuals per docket. This program will connect individuals to needed services and support to prevent recidivism within the court system. The funding for the Community Court program is currently in the 2021 budget with an interlocal agreement. Councilor Stavig asked who decides if Community Court is the best option. City Attorney Leif Johnson explained the decision multi-layered amongst the Judge, the Defense, and the Prosecution and shared this pilot program has received positive feedback seeing interest on a weekly basis.

A motion was made by **Councilors Stavig/ R. DeGloria** to approve the interlocal agreement with Skagit County for Community Court Services in the Burlington Municipal Court for 2021 and 2022 at \$10,982.88 per year and authorize the Mayor to sign the contract. All in favor; motion carried.

Agreement with Allied Floors for New Carpeting at the Public Safety Building

Assistant Public Works Director Brian Dempsey explained, the Public Safety Building currently has the original carpet installed in 2001. The carpet is worn and due for replacement. With this project, new carpet squares and vinyl flooring will be installed

along with epoxy to seal the existing concrete slab underlying the floors. Due to budgeting and staff resources needed to assist the contractor, the plan is to upgrade approximately 1/3 of the building floors. The remaining floors will be completed in 2022. The lowest quote was received from Allied Floors out of Burlington for the amount of \$39,485 plus taxes. Allied Floors will install the carpeting and prepare the existing concrete slab. **Councilor James Stavig** requested that all quotes received for projects be included in the council packet.

A motion was made by **Councilors Chaplin/Green** to authorize the Mayor to sign the agreement with Allied Floors for new flooring at the Public Safety building. All in favor; motion carried.

Fiber ISP provider NPINFO

IT and Fiber Director Geoff Hawes shared another IT/SP provider has approached the city to be able to provide internet and phone services to their IT-supported customers in Burlington. The support model included an end to end IT support and use our point-to-point 'dark fiber' connections vs simply providing internet services using PON and splitters. Additionally, this provider has partnered with the City of Mount Vernon and with the Port of Skagit. A brief discussion was held amongst the Council and staff regarding possibly limiting the number of ISP's available. Councilors Bill Aslett and Joe DeGloria spoke against a limitation of available ISP's. Mayor Sexton shared NPINFO came in far less than other providers and was a great option to keep costs affordable.

A motion was made by **Councilors Green/Chaplin** to authorize NPINFO as another ISP/fiber leaseholder on the City of Burlington fiber system and authorize the Mayor and staff to sign the agreement. All in favor; motion carried.

IT Surplus

IT & Fiber Director Geoff Hawes shared the IT Department has been accumulating surplus IT equipment for more than 5 years. Almost all the surplus equipment is the result of older technology becoming obsolete and the City's 5–10-year IT replacement schedule. This equipment is no longer valuable to the city and many items are broken and beyond repair. A brief discussion was held amongst the Council and staff about the possible idea of holding an auction for the equipment. Councilor James Stavig shared holding an auction

could be a great opportunity for a community event. City **Administrator Greg Young** expressed his interest in this idea.

A motion was made by **Councilors Stavig/Chaplin** to authorize the approval to surplus all the current IT equipment. All in favor; motion carried.

<u>Skagit River Park Irrigation – PUD Connection</u>

Park Supervisor Jim Rabenstein explained there has been a temporary water connection to the Skagit PUD water system for irrigating the West playfields at Skagit River Park for many years. With new policies at PUD, they have requested this connection to become permanent for a while. PUD denied staff a temporary hydrant meter for this summer, and now the city is being required to install a standard PUD water meter and associated equipment for a permanent connection to their water system. The installation cost is an estimated \$58,000. With any new connection to the PUD water system, a connection fee is required. The Connection fee or system development fee will cost \$50,575 and is a onetime expense. Councilor Keith Chaplin expressed his frustrations about alternative measures not being presented to Council. City Administrator Greg Young shared all possible alternatives would still require a permanent connection to PUD. Public Works Director Mary Pulst explained while the cost may be considered high this is a necessary expense the city. **Councilor** Scott **Green** spoke agreement with **Chaplin's** frustrations and thanked staff for all the work put into this project.

A motion was made by **Councilors Green/Aslett** to approve the agreement with PUD and authorize PUD crews to install a permanent water meter and connection to the PUD system for Irrigation purposes at Skagit River Park. All in favor; motion carried.

Revision to Council Rules of Procedure Allowing Remote Attendance

City Administrator Greg Young explained during the current COVID-19 Pandemic, alternative means of meeting were developed. This included the Burlington City Council meetings being held telephonically. As the return of in-person meetings is being discussed, it is the consensus of the Councilmembers that allowing for remote participation in certain circumstances is desirable. Councilor Joe DeGloria requested the language in the Council Rules of Procedures section 1.3 be changed to include Councilmembers to the contact list if a fellow Councilmember will be absent from a meeting. Councilor Scott Green spoke in favor of Council meetings returning in person as

soon as possible and asked about more restrictive attendance rules. **City Attorney Leif Johnson** explained he would work to find more restrictive examples to present to Council.

A motion was made by **Councilors Chaplin/Aslett** to approve the revisions to the Council Rules of Procedure. All in favor; motion carried.

Bid and Contract Award – George Hopper Signal/Safety Project

Assistant Public Works Director Brian Dempsey explained the City of Burlington received grant funding for design and construction to traffic safety improvements along George Hooper Road from Burlington Boulevard to Costco Drive. The project will upgrade the traffic signal infrastructure. Along with pavement overlay of existing road, other items of work include but are not limited to pavement markings, traffic signal heads, street signs, signal poles, vehicle video detection, signal cabinet & controller, and ADA sidewalk ramps. This project will also invest in upgrading signal timing programs, so the two upgraded signals systems will be coordinated with other City-owned traffic signals. The lowest, responsive bid was received from SVR Construction of Anacortes for the amount of \$1,140,572.

A motion was made by **Councilors Aslett/Chaplin** to award a bid to SRV Construction for \$1,140,572 for George Hopper Signal Safety Project and authorize the Mayor to sign the contract. All in favor; motion carried.

<u>Agreement with Trantech Engineering for Construction Management – George Hopper</u> <u>Signal/Safety Project</u>

Assistant Public Works Director Brian Dempsey explained the City of Burlington received grant funding for design and construction to traffic safety improvements along George Hooper Road from Burlington Boulevard to Costco Drive. Through a competitive process, Trantech Engineering was selected to design this project, along with an option for managing the construction phase. It is common for the engineer of record to be retained for construction. Before the design phase, other consultant Statements of Qualifications were evaluated, and Trantech Engineering ranked the highest. Trantech Engineering fees for construction management are \$121,058.07 which will be added to the design agreement with the city making the updated maximum amount payable to Trantech Engineering \$226,080.68. Councilor James Stavig asked about software options that can automatically trigger lights and timing. Dempsey shared the system will work itself

CITY OF BURLINGTON, WA

June 24, 2021

independently. **Councilor Scott Green** spoke in favor of adding a left turn option on George Hopper.

A motion was made by **Councilor Stavig/Green** to authorize the Mayor to sign a supplemental agreement with Trantech Engineering for George Hopper Signal Safety Project. All in favor; motion carried.

EXECUTIVE SESSION:

No Executive Session.

ADJOURNMENT:

Mayor Sexton adjourned the meeting at 9:37 p.m.

Joe Stewart Steve Sexton

Finance Director Mayor

July 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 2 3 1 2 9 10 8 9 16 17 15 16 23 24 22 23 30 31 29 30	August 2021 Tu We Th Fr Sa 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 27	28	29	30	Jul 1	2	м
4	2	6:00pm Library Board (Telephonic)	7	8 4:00pm Audit & Finance Committee (Telephonic) 7:00pm Council Meeting (Council Chambers)	6	10
11	12	2:00pm SUSPENDED: Historical 4:00pm SUSPENDED: Public Safety 5:30pm Parks Board	14	5	16	17
18	19	4:00pm Public Works Committee (Telephonic)	21 1:00pm SUSPENDED: SKAT Board 5:30pm SUSPENDED: Planning Commission 7:00pm Planning	22 4:00pm Audit & Finance (Telephonic) 6:00pm Workshop-Skagit 7:00pm Council Meeting	23	24
25	56	4:00pm Homeless Transition Committee (Zoom)	9:00am SUSPENDED: Downtown Burlington Association (Visitor Information Center/Chamber of	29	30	31
Jennifer Ruhland			1			7/2/2021 8:33 AM

August 2021	021			August 2021 Su Mo Tu We Th 1 2 3 4 5 5 16 17 18 19 22 23 24 25 26 29 30 31	Fr Sa Su Mo 6 7 5 6 13 14 5 6 20 21 12 13 27 28 19 20	September 2021 Tu We Th Fr Sa 1 2 3 4 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 1	2	3 6:00pm Library Board (Telephonic)	4	r.	9	7
8	6	4:00pm SUSPENDED: Public Safety Committee (Public 5:30pm Parks Board (Parks & Rec Dept)	1-	4:00pm Audit & Finance Committee (Telephonic) 7:00pm Council Meeting (Council Chambers)	13	41
15	16	4:00pm Public Works Committee (Telephonic)	18 1:00pm SUSPENDED: SKAT Board 5:30pm SUSPENDED: Planning Commission 7:00pm Planning	19	20	21
22	23	4:00pm Homeless Transition Committee (Zoom)	9:00am SUSPENDED: Downtown Burlington Association (Visitor Information Center/Chamber of	26 4:00pm Audit & Finance (Telephonic) 7:00pm Council Meeting (Council Chambers)	27	28
29	30	31	Sep 1	2	б	4
Jennifer Ruhland			1			7/2/2021 8:34 AM

RESCINDING EMERGENCY PROCLAMATION 2020-03

RECINDING A PROCLAMATION OF EMERGENCY; WAIVING CERTAIN CONTRACTINGAND BUDGET REQUIREMENTS, AUTHORIZING STAFF TO IMPLEMENTEMERGENCY PURCHASING REQUIREMENTS, AND TO TAKE OTHER STEPS INRESPONSE TO THE COVID-19 EMERGENCY

WHEREAS, the world has experienced a novel coronavirus ("COVID-19") outbreak since at least March of 2020; and

WHEREAS, the State of Washington, Skagit County and the City of Burlington are observing a reduction in COVID-19 cases due to increased levels of vaccination and other safety precautions; and

WHEREAS, Washington State has indicated that many, if not all, restrictions put in place to address COVID-19 are being rescinded as of the end of June, 2021; and

WHEREAS, City facilities have largely reopened to the public; and

WHEREAS, I have determined that it is no longer necessary to exercise the emergency authority granted to the Mayor pursuant to Burlington Municipal Code Chapter 2.84.460, et al.

NOW THEREFORE, I, Steve Sexton, Mayor of the City of Burlington, Washington, proclaim as follows:

I hereby rescind Emergency Proclamation 2020-03.

CITY OF BURLINGTON

Dated July 8th, 2021.



ITEM #: 2	
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CHECK ONE:

NEW BUS.	X
OLD BUS.	

AGENDA ITEM

Council Date:	July 8, 2021	Subject:	Minor Code Changes		
Submitted By:	Brad Johnson, Community Development				
	Director				
Attachments:	Proposed changes to Burlington Municipal	Code	Public Hearing Required:	YES (X)	NO()
	sections 17.55.070.A and 15.12.060				

HISTORY AND SUMMARY

The Community Development Department is proposing two minor code changes. Ordinarily the department would recommend code changes be incorporated into the ongoing comprehensive plan and code update project; however, the proposed changes should be made as quickly as possible.

The first change is necessary to resolve a significant conflict between two sections of the Burlington Municipal Code. Specifically, BMC 17.55.070.A, which concerns multifamily residential development in the City's C-2 zone, cross references two sections of code that ordinarily apply to the R-3 zone. The second cross reference, which directs readers to BMC 17.25.090, includes both a residential density limit, which is necessary for regulating residential development, and a list of setback requirements, lot coverage limits, and dimension standards. Unfortunately the C-2 zone contains a similar list of requirements and the two lists directly conflict with one another. In order to address this conflict the department recommends modifying the cross reference so that it references the only the R-3 density limit and not the list of dimensional standards.

The second change is necessary to comply with State law. In 2015 the Washington State legislature passed a law requiring that local governments adopt an impact fee deferral system.

In 2018 the City of Burlington adopted the required changes but inadvertently neglected to include one of the required provisions concerning property liens. The City was recently contacted by the Join Legislative Audit and Review Committee (JLARC) and advised that our code lacked the required property lien element. In order to bring the City's impact fee ordinance into compliance with Washington State law, the department recommends that BMC 15.12.060 be amended to include an additional provision referencing the property lien requirements.

ALTERNATIVES CONSIDERED

None. With respect to the first proposed code change, Community Development has been discussing a potential residential development in the C-2 zone with a developer and expects to receive and application soon. Without a code change staff will be unable to resolve the conflicting code sections. With respect to the second proposed change, the revision is necessary to comply with Washington State law.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

None

<u>LEGAL ASPECTS – LEGAL REVIEW</u>

STAFF RECOMMENDATION

SUGGESTED COUNCIL MOTION LANGUAGE

Approval:

"I make a motion to amend the Burlington Municipal Code as shown on attached exhibit "A" and authorize the Mayor to sign the attached ordinance".

Exhibit "A"

Note: Underlined language shall be added and language indicated with a strike-through shall be deleted.

17.55.070 Conditional uses.

The following uses may be permitted when a conditional use permit has been issued pursuant to the provisions of BMC 14A.05.140:

A. Multifamily dwellings, either single purpose or as part of a mixed use development where the street frontage is primarily residential; provided, that an additional criterion for approval is that the site is better suited for housing than commercial development and the project complies with the <u>standards plan review</u> eriteria in BMC 17.25.050(A) and 17.25.090(B);

15.12.060 Assessment of impact fees. SHARE

- A. It is a policy of the city of Burlington to assess transportation, fire and park impact fees in compliance with this title. The city shall collect impact fees as listed in this chapter and based on the most currently adopted traffic/transportation, parks and fire impact fee formula or methodology resolution, from any applicant seeking a building permit from the city. This shall include, but is not limited to, the development of residential, commercial, industrial, retail, and office buildings and/or land, and includes the expansion of existing uses and/or structures that creates a demand for additional planned facilities, as well as a change in existing use that creates a demand for additional planned facilities.
- B. Except as may be due to exemptions or credits provided pursuant to this chapter, pursuant to an independent fee calculation pursuant to this title, or impact fees imposed pursuant to this chapter, the city shall not issue a building permit(s) unless and until the impact fees set forth in the schedules in this title, have been paid.
- C. Impact fees may also be collected pursuant to the timeline provisions of an adopted development agreement as provided in BMC Title 14A.
- D. Collection of impact fees associated with the construction of a single-family home may be deferred until the final building permit inspection if requested by a permit applicant; provided, that:
- 1. The permit applicant submits a written request to defer impact fees at the time of building permit application on a form provided by the community development director; and
- 2. Not more than 20 deferrals shall be granted to an applicant in a single calendar year. For purposes of interpreting this requirement, "applicant" shall mean a contractor as identified by his or her contractor registration number; and
- 3. Impact fees shall be based on the fee schedule in effect at the time a complete building permit application is submitted.
- 4. No final inspection shall be conducted and no certificate of occupancy shall be granted until all impact fees have been paid. (Ord. 1855 § 2 (Exh. B), 2018).

5. An applicant seeking an impact fee deferral must grant and record a deferred impact fee lien against the property in favor of the City in the amount of the deferred impact fee. The deferred impact fee lien shall be consistent with, and contain all of the required elements identified in, RCW 82.02.050.

ORDINANCE NO. XX-2021

AN ORDINANCE OF THE CITY OF BURLINGTON, WASHINGTON IN THE MATTER OF AMENDING CHAPTERS 17.55 AND 15.12 OF THE BURLINGTON MUNICIPAL CODE

WHEREAS, the City of Burlington, Washington, (the "City") is a non-charter code city organized under the laws of Title 35A RCW now in effect; and

WHEREAS, the City has the authority to adopt development regulations pursuant to RCW 35A.11.020 and 35A.63.100, and in compliance with Chapter 36.70A RCW, WAC 365-196-600 through WAC 365-196-660 and WAC 365-196-800 through 365-196-870; and

WHEREAS, the City's Community Development Department periodically proposes minor amendments to the Burlington Municipal Code to address conflicts, correct errors, and comply with Washington State law; and

WHEREAS, the Community Development Department has identified a significant conflict in Burlington Municipal Code section 17.55.070.A; and

WHEREAS, the Washington State Joint Legislative Audit and Review Committee has identified a problem with the City's impact fee ordinance; and

WHEREAS, the proposed changes identified in attached exhibit "A" will address the conflict in Burlington Municipal Code section 17.55.070.A; and

WHEREAS, the proposed changes identified in attached exhibit A" will bring the City's impact fee ordinance into compliance with Washington State law;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BURLINGTON, WASHINGTON, DO ORDAIN AS FOLLOWS:

- 1. The text of Burlington Municipal Code section 17.55.070.A is hereby amended as shown on attached exhibit "A"; and
- 2. The text of Burlington Municipal Code section 15.12.060.D is hereby amended as shown on attached exhibit "A".

INTRODUCED AND PASSED at a regular meeting of the City Council of the City of Burlington on this <u>16th</u> day of <u>June</u>, 2021.

THE CITY OF BURLINGTON

Exhibit "A" Amendments to Chapters 17.55 and 15.12 BMC

ATTEST:	Steve Sexton, Mayor	
Joe Stewart, Finance Director		
APPROVED AS TO FORM:		
Leif Johnson, City Attorney		
Published: xx/xx/2021		



ITEM #: 3	
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CHECK ONE:

NEW BUS.	X
OLD BUS.	

AGENDA ITEM

Council Date:	July 8, 2021	Subject:	Development Briefing		
Submitted By:	Brad Johnson, Community Development				
Attachments:	Presentation		Public Hearing Required:	YES ()	NO (X)
-					

HISTORY AND SUMMARY

Each month the Community Development Department is presenting a summary of a local development project.

ALTERNATIVES CONSIDERED

N/A

CURRENT AND FUTURE BUDGET RAMIFICATIONS

N/A

LEGAL ASPECTS – LEGAL REVIEW

STAFF RECOMMENDATION

No action required

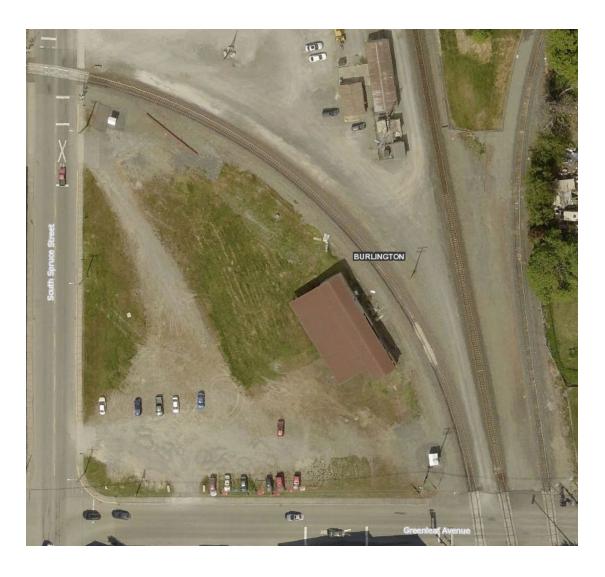
SUGGESTED COUNCIL MOTION LANGUAGE

N/A – No action required

Quality Seafoods Expansion



Starting Conditions:

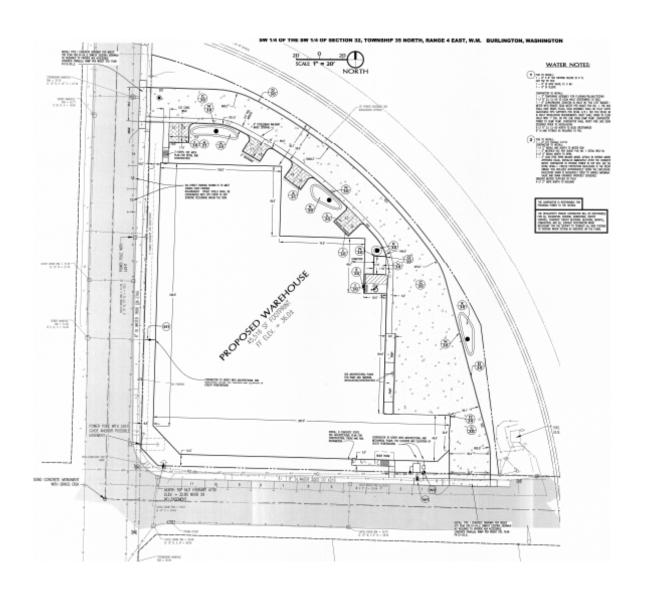




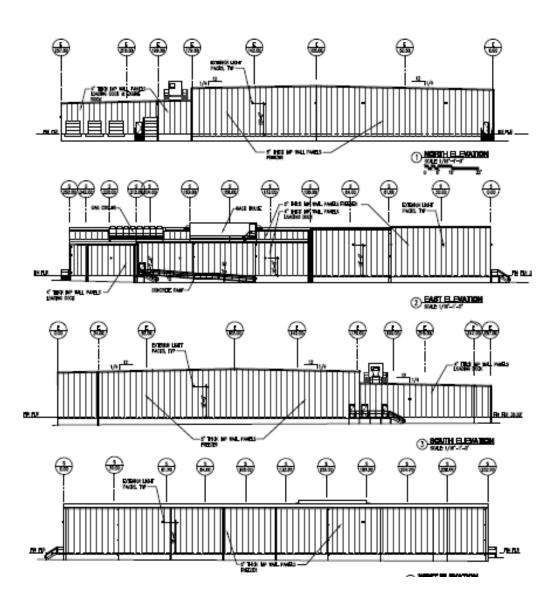
Project Facts:

- Summary: Large freezer building
- Lot size:
 - 1.9 acres
- Building size:
 - 45,000 square feet
- Location:
 - Intersection of Spruce and Greenleaf
 - Continues industrial corridor along railroad tracks
 - Excellent use of an otherwise difficult to develop site
 - Expands local employer in close proximity to housing and shopping

Site Plan:



Building:





ITEM #:	4
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CHECK ONE:

NEW BUS. X
OLD BUS.

AGENDA ITEM

Council Date: Submitted By:	July 8, 2021 Greg Young – City Administrator	Subject:	Resolution Waiving Sewer and Storm Fees for Homeless Shelters	or
Attachments:	Resolution	=	Public Hearing Required: YES () N 	IO (X)

HISTORY AND SUMMARY

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

Administration has previously discussed with Council the possibility of reducing or waiving sewer and storm fees for homeless shelters and following a positive response, has prepared the enclosed Resolution for your consideration.

We have left the percentage of sewer/storm fee reduction blank with the anticipation that the Council will come to consensus on the appropriate fee reduction.

The proposed resolution would apply to any qualifying homeless shelter located in Burlington but as of now, the First Step Center would be the only qualifying property.

As the Council is aware, the prior tenant of the First Step building repaired and repurposed used vehicles for resale and wholesaled the vehicles to area auto dealerships. As such they did use water (for which sewer fee are derived) and were also charged storm fees. The prior tenant's bimonthly sewer bill averaged \$440.00 while their bimonthly flat rate storm fee totaled \$352.80.

ALTERNATIVES CONSIDERED

Do not adopt the Resolution and keep homeless shelter operators responsible for sewer and storm fees.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

While we do not know the bimonthly sewer fees the First Step Center will generate, the prior tenant did detail and wash numerous vehicles on a daily basis so we do not anticipate an enormous increase in sewer fees. As noted previously, the storm fee is a fixed amount and will not change for the First Step Center.

LEGAL ASPECTS – LEGAL REVIEW

The Washington State Constitution allows public agencies to modify their fee structure to support operations such as the Skagit First Step Center so the reduction or elimination of sewer and storm fees are allowed.

STAFF RECOMMENDATION

Staff understand that the Council wanted to consider a resolution such as the one included with the agenda item but felt it was most appropriate for the Council to decide on the amount of fee reduction.

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to approve the Resolution with a _____ percentage reduction in sewer and storm fees."

RESOL	UTION	No.	

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGTON ESTABLISHING A RATE REDUCTION PROGRAM FOR SEWER AND STORM WATER RELATED FEES AND COSTS TO BENEFIT HOMELESS SHELTER PROGRAMS.

WHEREAS, RCW 35.92.020(5) authorizes Cities in Washington State to provide assistance to aid low-income persons in connection with sewerage and solid waste services, including storm or surface water sewers; and

WHEREAS, RCW 35.67.020(5) authorizes Cities in Washington State to provide assistance to aid low-income person in connection with fees for their usage of systems of sewerage; and

WHEREAS, pursuant to Burlington Municipal Code Chapter 13, the City of Burlington operates a system of sewerage and solid waste services; and

WHEREAS, pursuant to Burlington Municipal Code Chapter 14, the City of Burlington operates a system of storm water, drainage and erosion control; and

WHEREAS, pursuant to Burlington Municipal Code 13.08.110, sewerage rates and charges may be set by resolution of the City Council; and

WHEREAS, pursuant to Burlington Municipal Code 14.05.250, fees for storm water drainage and erosion control may be set by resolution of the City Council; and

WHEREAS, it is the desire of the Burlington City Council to establish a system for reduced rates, fees and charges for sewerage and storm water, drainage and erosion control when those services are primarily being utilized by persons experiencing homelessness; and

WHEREAS, the Burlington City Council desires to establish a process by which any non-profit agency or public entity may apply for reduced or waived sewerage, storm water, drainage and erosion control fees when their primary function is providing temporary shelter for persons experiencing homelessness consistent with the City of Burlington Municipal Code.

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

<u>Section 1</u>. <u>Resolution of Intent</u>. The City Council declares its intent to establish a system to allow Shelter Programs to apply for reduced rates for sewerage and storm water, drainage and erosion control.

Section 2. Application. For the purposes of establishing qualifications for a waiver of rates, fees or costs pursuant to this resolution, an entity must affirm that it is a "Shelter Program". A Shelter Program is any non-profit or public agency within the sewerage, storm water, drainage and erosion control service area of the City of Burlington that is primarily providing temporary living accommodations for the homeless, and is actively engaged in that service. For purposes of this Resolution, an entity that may provide limited homeless shelter services as a secondary purpose, such as a school or a church, does not qualify for a rate reduction. Facilities that primarily provide temporary living accommodations but also may offer other programs that support people experiencing homelessness or low-income related issues may qualify.

Section 3. Reductions. Upon qualification as a "Shelter Program", a rate reduction of _____ percent shall be applied to all sewerage, storm water, drainage and erosion control fees for the subject property where the Shelter Program is established. Connection fees and other capital costs may be reduced by up to _____ percent, or the City's actual cost, whichever may be greater.

<u>Section 2.</u> <u>Further Authority; Ratification.</u> All City officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the actions contemplated by, this resolution.

The City Finance Director is hereby authorized to establish an application for Shelter Program reduced rates. The application shall be provided without cost by the utility billing division of the City and shall include such information as may reasonably be required by the Finance Director to verify eligibility.

No rate reduction under the authority of this Resolution is authorized unless a completed application has been approved by the Finance Director. In order to maintain eligibility, a Shelter Program must re-apply for reduced rates on a yearly basis.

<u>Section 3.</u> <u>Effective Date.</u> This resolution shall take effect five (5) days after the passage and publication.

INTRODUCED and PASSED at a regular meeting of the City Council of the City of Burlington this 8^{th} day of July, 2021.

	CITY OF BURLINGTON	
	STEVE SEXTON, MAYOR	_
Attest:		
JOE STEWART, FINANCE DIRECTOR		
Approved as to form:		
LEIF JOHNSON, CITY ATTORNEY		

Published:



ITEM #	‡:	5
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AGENDA ITEM

	Pate: July 8, 2021 Su ed By: Greg Young – City Administrator		Skagit First Step Center – Additio 2021 Capital Improvement Plan (C	
Attachments:	New CIP Sheet		Public Hearing Required: \	/ES () NO (X)

HISTORY AND SUMMARY

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

Administration would like to formally add the First Step Center project to our Capital Improvement Plan (CIP). The purpose of the CIP is to list in one document the anticipated capital project the City envisions to be completed in the next few years. The hope is to acquire additional grant and other financing to allow for a complete remodel to the existing building or the replacement of the structure in the near future. Having the First Step Center on our CIP will assist us in the acquisition of grant funding.

ALTERNATIVES CONSIDERED

With the site being located on city property and with the anticipation of future capital improvements to the building, the best alternative is to include it on our CIP.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The first phase of the improvements have been financed through an Interlocal contribution from Skagit County. Council did previously authorize the temporary transfer of working capital into the Construction Fund which will be reversed once the project is completed and we receive reimbursement from the County.

<u>LEGAL ASPECTS – LEGAL REVIEW</u>

None identified

STAFF RECOMMENDATION

Staff recommends that the Council approve the addition of the Skagit First Step Center in the City's Capital Improvement Plan.

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to approve the addition of the Skagit First Step Center to the 2021 City of Burlington Capital Improvement Plan."

Skagit First Step Center

Department Description

The City of Burlington, in partnership with Skagit County and the surrounding communities have repurposed an existing building and grounds into a transitional homeless center to serve the needs of the area's unhoused individuals and families. The Center is being developed in phases with the first phase being completed in 2021 consisting of the siting of individual residential "cabins" on the site and the remodel of a portion of the existing industrial building into offices. Future phases will include the remodel or possible replacement of the existing building to better serve the needs of the Center.

Funding and Expenditure Summary

Funding for the initial capital phase in 2021 will be completed through an interlocal contribution by Skagit County as well as monies from the Cities of Mount Vernon and Sedro-Woolley. Future phases are anticipated to be completed by a combination of grant funding and additional capital contributions from the Center's partners.

First Phase – Residential Cabins and Office Remodeling							
Project No:	FTC –2021-1						
Location:	465 Pease Roa	465 Pease Road Burlington WA					
Description:	Complete site improvements leading to the siting of residential cabins and remodel of the existing offices within the building.						
Funding:	2021	2022	2023	2024	2025	2026	Total
Skagit County	\$400,000						\$400,000
Total:	\$400,000						\$400,000

Second Pha	se – Rem	odel or Rep	lacement	of Existing	g Building			
Project No.	FTC-2022-2		Completion	2022	2022			
Location:	465 Pease R	465 Pease Road						
Description:		Remodel existing building to address seismic issues, HVAC needs, and Center's programming requirements. Alternatively, existing building would be removed and replaced.						
Funding:	2021	2022	2023	2024	2025	2026	Total	
Grants		\$2,000,000					\$2,000,000	
Outside Monies		\$500,000					\$500,000	
Total:		\$2,500,000					\$2,500,000	





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AGENDA ITEM

Council Date:	July 8, 2021	Subject:	Exten	sion of B-E Stude	ent Card Pr	ogram	
Submitted By:	Sarah Ward, Library Director						
Attachments:	Interlocal Cooperative Agreement Betwee	n the City	<u>of</u> P	ublic Hearing R	lequired:	YES ()	NO (x)
	Burlington and the Burlington-Edison Scho	ol District	<u>t</u>				
	No. 100						

HISTORY AND SUMMARY

Prior to the current B-E Student Card pilot program adopted in October 2020, students in the Burlington-Edison School District (B-ESD) who live outside the city limits of Burlington paid a non-resident fee to get a Burlington Public Library card. During the COVID pandemic the library was looking for new ways to partner with the B-ESD to support teachers, students, and parents—and we believe that supporting students should mean supporting ALL B-ESD students. With that in mind, the library presented the Council with a plan for a pilot program to offer a B-E Student card, available to all non-resident students who opt in and submit an online library card registration. This card gives B-ESD students equitable access to all the physical and online resources that the Burlington Public Library has to offer. The initial pilot program agreement was set to run through August 31, 2021—with the option to extend the program for another year as needed. At this time we are asking the Council to approve an extension of the B-E Student card program between the City of Burlington and the Burlington-Edison School District. The requested extension would run through August 31, 2031 and would be automatically renewed for three additional five-year terms.

The only change in this new agreement is the Term of the Agreement; all other language remains the same as in the original agreement that the council approved in October, 2020.

ALTERNATIVES CONSIDERED

The alternates are to discontinue the B-E Student card program, or to continue the pilot program for shorter period--rather than making the program a more permanent, extended agreement.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

Any costs associated with the B-E Student card program are negligible, related to staff time involved in processing these library card applications.

LEGAL ASPECTS – LEGAL REVIEW

The City's Legal Department has read through and approved the new Interlocal Cooperative Agreement between the B-ESD and the City of Burlington. In addition, they have also discussed this program with the Library Director and found no potential legal ramifications involved with the B-E Student card program.

STAFF RECOMMENDATION

Staff recommends signing the new Interlocal Cooperative Agreement and entering into an extended partnership with the B-ESD, to insure that all B-ESD students continue to have equal access to library resources.

SUGGESTED COUNCIL MOTION LANGUAGE

I move to approve the amended Interlocal Cooperative Agreement between the City of Burlington and Burlington-Edison School District No. 100 and authorize the Mayor to sign the agreement.

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN CITY OF BURLINGTON AND BURLINGTON-EDISON SCHOOL DISTRICT No. 100

THIS AGREEMENT (herein "Agreement") is made and entered into by and between CITY OF BURLINGTON a Washington municipal corporation (herein "City") and BURLINGTON-EDISON SCHOOL DISTRICT No. 100, (herein "District") pursuant to the authority granted by law including but not limited to Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The City and the District may be individually referred to herein as a "Party" and may be collectively referred to herein as the "Parties". In consideration of the following, the Parties mutually agree as follows:

WHEREAS, the BE Student Card Program (the "Program") is a City initiative designed to provide access and promote the use of online and physical Burlington Public Library resources for students enrolled in the District; and

WHEREAS, subject to the terms of this agreement, the Program shall make available to District students and teachers, physical and electronic City library resources such as: research databases, downloadable eBooks, and other City library tools and physical resources through Burlington Public Library card barcodes; and

WHEREAS, the Parties wish to clearly define roles and responsibilities as they relate to the Program.

NOW, THEREFORE, for and in consideration of the promises set forth hereafter, the City and District hereby agree as follows:

- 1. TERM OF AGREEMENT: The term of this Agreement shall be from date at which the Parties have completed execution through August 31, 2031, unless sooner terminated pursuant to the terms herein. The Agreement will be automatically renewed for three additional five-year terms, unless terminated earlier by either party, pursuant to the terms herein.
- 2. RESPONSIBILITIES OF THE PARTIES: The Responsibilities of the Parties to the Agreement shall be as follows:

A. The District shall:

- i. Allow the City to engage with District personnel and students for the purposes of promoting and educating District staff and students about library resources and their use. District shall allow the City's library staff assigned for outreach and education about the Program and library resources access to District students during school hours at a time mutually agreeable to the Parties. Library staff shall be subject to all District policies relating to visitation.
- ii. Provide link to the City library's website on District laptops.
- iii. Allow emails from the library ILS Evergreen, those ending in @burlingtonwa.gov, or other legitimate e-mail addresses originating from the City or its contractors through the District's information network(s) and filters to reach District students for the purpose of notifying users of reserve and overdue notifications or other related library uses.

B. The City shall:

i- Provide access to the City library's materials generally available to library users (both physical items and electronic library resources) for District students and teachers enrolled in the Program, subject to the City library's policies, rules, and procedures as now or hereafter amended.

- ii. Provide supporting documents to the District for promotion and education regarding the Program for parents, legal guardian, and District students in print and digital format as requested by the District, subject to City approval, which may be denied if such requests exceed City resources, which shall be determined at the City's sole discretion.
- iii. Provide physical library cards with unique barcode numbers for each student.
- 3. PAYMENT IN KIND: The District may offer the City library's staff training opportunities and shared resources as compensation for the benefits of the Program.
- 4. ADMINISTRATION: City and District agree to provide appropriate staff support to execute their responsibilities under this Agreement.

The following person(s) will serve as primary contact(s) at City and District for matters relating to the administration of this agreement:

City	District
Sarah Ward: sarahw@burlingtonwa.gov Janice Burwash: janiceb@burlingtonwa.gov	Todd Setterlund: tsetterlund@be.wednet.edu
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- 5. PERMISSIBLE STUDENT DATA USE AND SHARING UNDER THIS AGREEMENT: Student information will be used solely for the following purposes:
 - A. For inclusion in City library's patron database which is used to allow students to access library resources.
 - B. For program evaluation purposes.
 - C. As otherwise required by law
- 6. RECORDS. Nothing herein is intended (nor shall be construed) to relieve either Party of their respective obligations arising from applicable law with respect to retaining, searching, releasing (or prohibiting from release) any public record or portion thereof including but not limited to chapter 42.56 RCW (including RCW 42.56.310) and the Family Educational Rights and Privacy Act of 1974 (FERPA). Student information shall not be disclosed unless required by applicable law. The Parties shall comply with any injunction or court order obtained that prohibits (or mandates) the disclosure of Student Data. Written notice shall be provided to the non-disclosing Party prior to release of any Student Data received by this Agreement to a third party.
- 7. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. Any property owned and used by the City in connection with this Agreement shall remain the property of the City, any property owned and used by the District shall remain the property of the District, unless otherwise specifically provided for in this Agreement.
- 8. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the Parties, and no partnership and/or joint venture is created by and between the Parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the Parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other Party.
- 9. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third party

beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project(s), or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

- 10. INDEMNIFICATION: Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions and those of its officials, officers, agents, employees, volunteers, assigns, contractors, subcontractors, and/or consultants to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Party harmless from any such liability, loss, and/or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the other Party, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, except to the extent such injury to persons or damage to property is due to the negligence of the other Party, its subcontractors, its elected officers, employees, volunteers, and/or their agents. It is further provided that no liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein.
- 11. TERMINATION: Any Party hereto may terminate this Agreement upon sixty (60) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the Party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, except that the duty to indemnify pursuant to paragraph 11 shall survive such termination.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the Parties. Any other agreements by and between the Parties shall continue in full force and effect, unless specified to the contrary herein.
- 16. ASSIGNMENT AND SUBCONTRACTING: No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either Party.
- 17. DEFAULT: Failure of the Parties to comply with the terms of this Agreement shall constitute default. The Parties shall have all remedies for the enforcement of this Agreement as provided by law.
- 18. 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 laws of the State of Washington.

- 19. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement.
- 20. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The Parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms.

The Parties have entered into this Agreement without duress or undue influence.

IN WITNESS WHEREOF, the City of Burlington and the Burlington-Edison School District No.100 have executed this Agreement by their duly authorized officials pursuant to all requirements of law.

BURLINGTON-EDISON SCHOOL DISTRICT No. 100	CITY OF BURLINGTON	
Laurel Browning, Superintendent	Steve Sexton, Mayor	
 Date	 Date	