

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
6:00 p.m. October 28, 2021
MEETING TO BE HELD IN PERSON & REMOTELY
VIA TELEPHONE: 1-774-777-4255
CONFERENCE ID No.: 589-8786

CALL TO ORDER:

Mayor Sexton

Council Members: Aslett, Chaplin, J. DeGloria, R. DeGloria, Green, Loving, and Stavig

Staff: Blaine, Burwash, Dempsey, Erickson, Hampton, Hawes, B. Johnson, L. Johnson, Luvera, Morrison, Pulst, Rabenstein, Rogge, Schwetz, Stewart, Toth, Ward, and Young.

MINUTES:

AUDIT OF BILLS:

PUBLIC COMMENTS:

COUNCIL COMMENTS:

MAYOR'S UPDATE:

PROCLAMATION:

PRESENTATION:

COMMITTEE & BOARD REPORTS:

OFFICERS REPORTS:

[September 2021 Monthly Budget to Actual](#)

UNFINISHED BUSINESS:

CONSENT AGENDA:

NEW BUSINESS:

- 1) [Change of Council Meeting date for the first meeting in November due to Veterans Day](#)
- 2) [Change of Council Meeting date for the second meeting in November due to the Thanksgiving Holiday](#)
- 3) [Three-Year Renewal of Canton Parking Lot Lease](#)
- 4) [Authorization to Solicit Bids for Police Department Parking Lot Security Fencing](#)
- 5) [Interlocal with Skagit County for Architectural Services for First Step Center Facility Design](#)
- 6) [Amendment to the Interlocal Agreement with Skagit County for Prototype Cabins at the First Step Center](#)
- 7) [Purchase of Prefabricated Bathroom for Dog Park at Jack and Helen Doyle Memorial Park](#)
- 8) [Interlocal with Skagit County for Library Allocation](#)

DISCUSSION:

FUTURE WORKSHOP:

1) WORKSHOP

Tuesday, **November 9, 2021** @ 6:00PM
City Hall, 833 S Spruce Street

EXECUTIVE SESSION:

ADJOURNMENT:

MEETINGS:

1) AUDIT & FINANCE COMMITTEE:

Thursday October 28, 2021 4:00 p.m.
MEETING TO BE HELD REMOTELY
VIA TELEPHONE: 1-774-777-4255
CONFERENCE ID No.: 589-8786



FUTURE COUNCIL AGENDA

November 9, 2021 Council Meeting

**6PM – 2022 BUDGET WORKSHOP:
2022 Capital Improvement Plan (CIP)
300 General Reserve 301 Capital Improvement 303 First Step Construction
311 Parks Capital**

Public Hearing – Preliminary 2022 Budget

Ordinance Setting 2022 Property Tax Levy

Revisions to Community Development Fee Schedule – Inflation Adjustment & Fee for Third Party Reviews

**November 18, 2021 WORKSHOP – 6PM TO 9PM – 2022 BUDGET
2021/2022 Potential Uses for America Rescue Plan Act (ARPA) Dollars
Potential Staffing Changes**

November 23, 2021 Council Meeting

Final Public Hearing – 2022 Budget

Ordinance Adopting 2022 Budget

Ordinance Amending 2021 Budget

Presentation - Private Development in the City – Highlighting a Current Project – Comm. Dev Director

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

December 9, 2021 Council Meeting

Comprehensive Plan Update – Preliminary Adoption of Zoning Regulations – Parks & Conservation (PC-1 & PC-2) Zones

Comprehensive Plan Update – Preliminary Adoption of Zoning Regulations – Public Facilities & Transportation (PFT-1 & PFT-2) Zones

Comprehensive Plan Update – Preliminary Adoption of Updated “General Development Standards”

Comprehensive Plan Update – Preliminary Adoption of Updated Zoning Map

December 23, 2021 Council Meeting

Potentially Cancelled

January 13, 2022 Council Meeting

Presentation - Private Development in the City – Highlighting a Current Project – Comm. Dev Director

Presentation – Preliminary YE 2021 Financial Position – Cash Balances, Sales Tax, & Other Data

Council Committee Assignments

Mayor Pro Tem Appointment

January 27, 2022 Council Meeting

October 2021

October 2021							November 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 26	27	28	29	30	Oct 1	2
3	4	5 6:00pm Library Board (Library Meeting Room)	6	7	8	9
10	11	12 2:00pm Historical Preservation Board 4:00pm Public Safety 5:30pm Parks Board	13	14 4:00pm Audit & Finance Committee 6:00pm Budget 7:00pm Council Meeting	15	16
17	18	19 4:00pm Public Works Committee (Telephonic)	20 1:00pm SUSPENDED: SKAT Board 5:30pm Planning 7:00pm Planning	21 6:00pm Budget Workshop (Council Chambers)	22	23
24	25	26 4:00pm Homeless Transition Committee (Zoom)	27 9:00am Downtown Burlington Association (Visitor Information)	28 4:00pm Audit & Finance (Telephonic) 6:00pm Council Meeting (Council Chambers)	29	30
31	Nov 1	2	3	4	5	6

November 2021

November 2021						
Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6
14	8	9	10	11	12	13
21	15	16	17	18	19	20
28	22	23	24	25	26	27
	29	30				

December 2021						
Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4
12	13	14	8	9	10	11
19	20	21	15	16	17	18
26	27	28	22	23	24	25
		29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 31	Nov 1	2 6:00pm Library Board (Library Meeting Room)	3	4	5	6
7	8 6:00pm Parks Board (Zoom)	9 4:00pm Public Safety Committee (via Zoom) 6:00pm Workshop- 2022 Budget (City)	10	11 4:00pm Audit & Finance Committee (Telephonic) 7:00pm Council Meeting (Council Chambers)	12	13
14	15	16 4:00pm Public Works Committee (Telephonic)	17 1:00pm SUSPENDED: SKAT Board 5:30pm Planning Commission (Council 7:00pm Planning	18 6:00pm Workshop- 2022 Budget (City Council Chambers)	19	20
21	22	23 4:00pm Homeless Transition Committee (Zoom)	24 9:00am Downtown Burlington Association (Visitor Information Center/Chamber of	25 4:00pm Audit & Finance (Telephonic) 7:00pm Council Meeting (Council Chambers)	26	27
28	29	30	Dec 1	2	3	4

Year- to-Date
Revenues, Expenditures and Ending Cash by Fund
For the Month-End September 30, 2021

	<i>Full-year Budget</i>				
General Fund	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$2,491,367	\$2,676,238	\$3,495,941		
<i>Revenues</i>	\$9,744,488	\$16,410,529	\$13,799,875	84.09%	75.00%
<i>Expense</i>	\$9,904,843	\$16,264,160	\$11,464,549	70.49%	75.00%
Ending Cash	\$2,331,012	\$2,822,607	\$5,831,267		
City Street Fund	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$1,128,083	\$651,561	\$714,689		
<i>Revenues</i>	\$171,882	\$327,610	\$219,865	67.11%	75.00%
<i>Expense</i>	\$533,696	\$955,952	\$471,557	49.33%	75.00%
Ending Cash	\$766,270	\$23,219	\$462,997		
Arterial Street Fund	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$425,223	\$50,000	\$455,549		
<i>Revenues</i>	\$319,334	\$4,082,200	\$568,227	13.92%	75.00%
<i>Expense</i>	\$541,521	\$4,073,589	\$805,197	19.77%	75.00%
Ending Cash	\$203,035	\$58,611	\$218,580		
First Step Operating (New 2021)	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$0	\$100,000	\$0		
<i>Revenues</i>	\$0	\$100,000	\$76,588	76.59%	75.00%
<i>Expense</i>	\$0	\$100,000	\$9,421	9.42%	75.00%
Ending Cash	\$0	\$100,000	\$67,167		
Fiber Fund (New 2021)	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	N/A	\$0	\$0		
<i>Revenues</i>	N/A	\$300,000	\$135,374	45.12%	75.00%
<i>Expense</i>	N/A	\$300,000	\$2,980	0.99%	75.00%
Ending Cash	N/A	\$0	\$132,394		
Cemetery Fund	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$25,991	\$9,718	\$19,192		
<i>Revenues</i>	\$38,750	\$82,496	\$67,548	81.88%	75.00%
<i>Expense</i>	\$38,430	\$92,185	\$47,249	51.25%	75.00%
Ending Cash	\$26,311	\$29	\$39,491		
Substance Abuse	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$19,667	\$24,388	\$25,525		
<i>Revenues</i>	\$5,294	\$87	\$1,062	1220.46%	75.00%
<i>Expense</i>	\$0	\$2,850	\$0	0.00%	75.00%
Ending Cash	\$24,961	\$21,625	\$26,587		
Fire/EMS	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$12,489	\$0	\$4,546		
<i>Revenues</i>	\$3,287,030	\$5,314,914	\$3,957,303	74.46%	75.00%
<i>Expense</i>	\$3,237,961	\$5,294,590	\$3,606,981	68.13%	75.00%
Ending Cash	\$61,558	\$20,324	\$354,868		
Lodging Tax	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$555,658	\$249,374	\$429,314		
<i>Revenues</i>	\$194,804	\$328,700	\$291,000	88.53%	75.00%
<i>Expense</i>	\$343,730	\$433,557	\$136,827	31.56%	75.00%
Ending Cash	\$406,732	\$144,517	\$583,487		

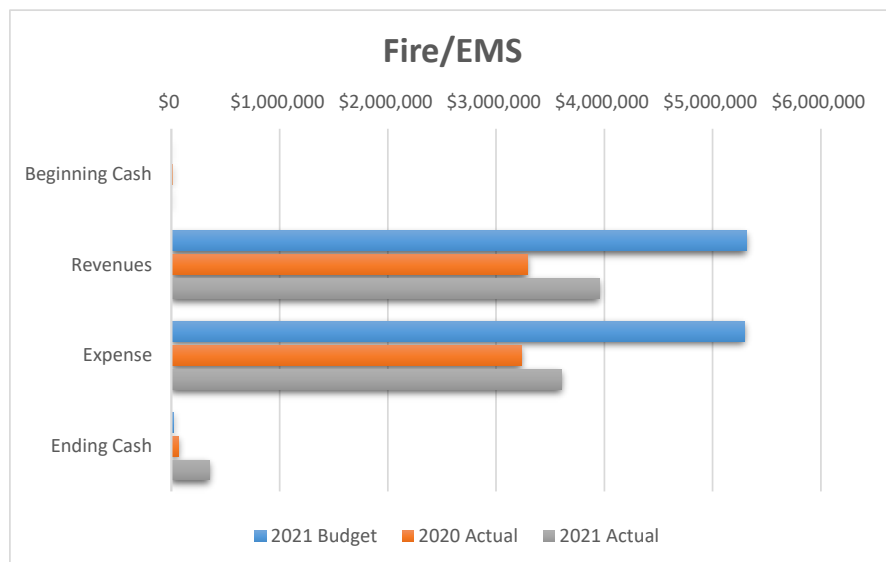
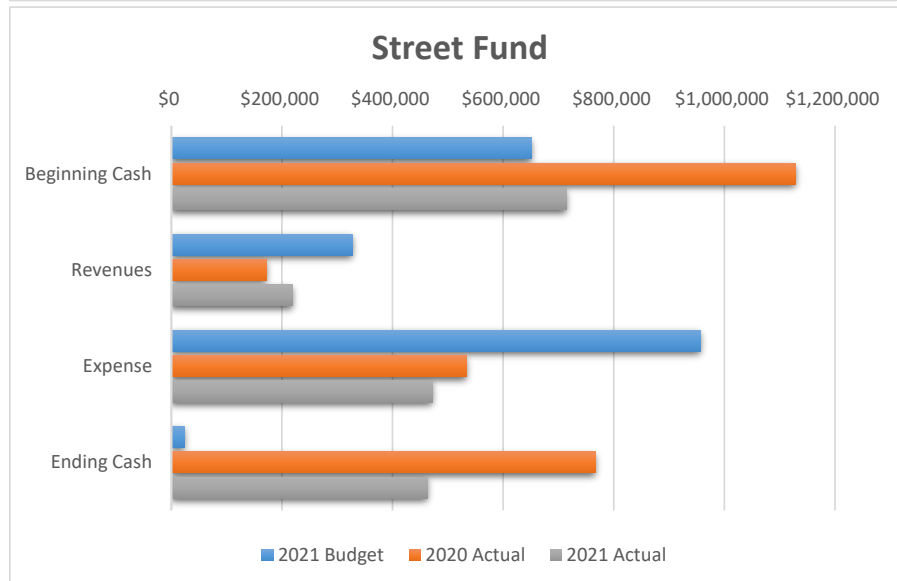
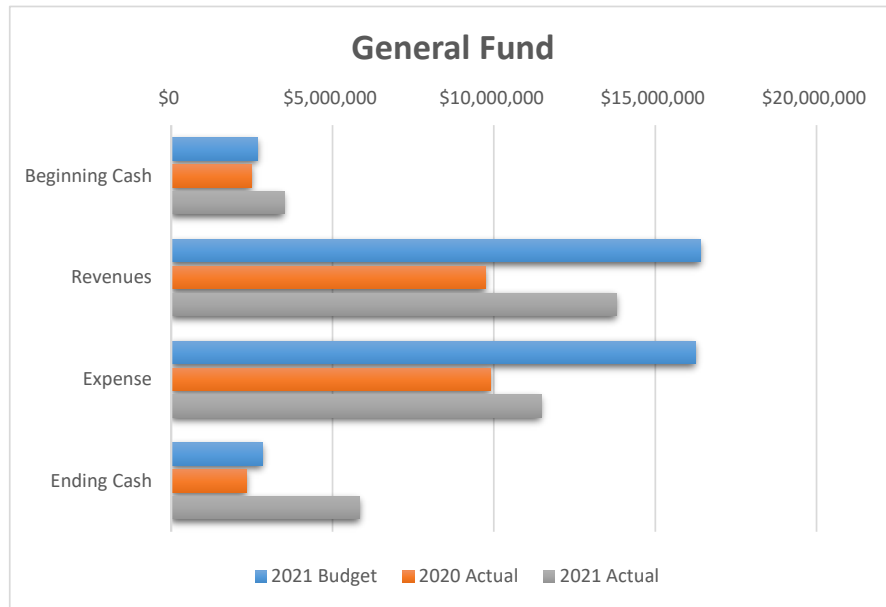
Year- to-Date
Revenues, Expenditures and Ending Cash by Fund
For the Month-End September 30, 2021

Debt Service Fund	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$217,208	\$219,687	\$229,690		
Revenues	\$245,778	\$315,850	\$226,306	71.65%	75.00%
Expense	\$157,490	\$314,980	\$157,490	50.00%	75.00%
Ending Cash	\$305,495	\$220,557	\$298,506		
General Reserve	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$758,043	\$622,830	\$668,169		
Revenues	\$11,784	\$34,350	\$31,805	92.59%	75.00%
Expense	\$117,696	\$275,000	\$98,496	35.82%	75.00%
Ending Cash	\$652,131	\$382,180	\$601,479		
Local Capital Improvement	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$1,742,015	\$2,119,138	\$2,296,952		
Revenues	\$607,694	\$383,700	\$288,885	75.29%	75.00%
Expense	\$177,562	\$773,882	\$537,401	69.44%	75.00%
Ending Cash	\$2,172,147	\$1,728,956	\$2,048,436		
First Step Center Construction	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$0	\$0	\$0		
Revenues	\$0	\$400,000	\$438,891	109.72%	75.00%
Expense	\$0	\$400,000	\$439,907	109.98%	75.00%
Ending Cash	\$0	\$0	(\$1,016)		
Parks Capital Improvement	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$1,924,002	\$1,511,090	\$1,791,251		
Revenues	\$240,420	\$178,700	\$330,702	185.06%	75.00%
Expense	\$452,296	\$690,589	\$154,366	22.35%	75.00%
Ending Cash	\$1,712,127	\$999,201	\$1,967,587		
Sewer Fund	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$1,515,943	\$1,326,334	\$1,691,747		
Revenues	\$2,709,526	\$3,584,200	\$2,747,227	76.65%	75.00%
Expense	\$2,665,715	\$3,813,445	\$2,643,369	69.32%	75.00%
Ending Cash	\$1,559,754	\$1,097,089	\$1,795,604		
Sewer Capital Reserve	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$3,223,474	\$3,714,212	\$4,086,258		
Revenues	\$1,146,949	\$1,458,700	\$1,251,487	85.79%	75.00%
Expense	\$715,562	\$1,475,000	\$360,945	24.47%	75.00%
Ending Cash	\$3,654,862	\$3,697,912	\$4,976,800		
Storm Drain Fund	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$1,785,781	\$1,835,300	\$1,813,769		
Revenues	\$973,369	\$1,302,350	\$1,005,668	77.22%	75.00%
Expense	\$986,976	\$1,333,466	\$964,578	72.34%	75.00%
Ending Cash	\$1,772,175	\$1,804,184	\$1,854,859		

Year- to-Date
Revenues, Expenditures and Ending Cash by Fund
For the Month-End September 30, 2021

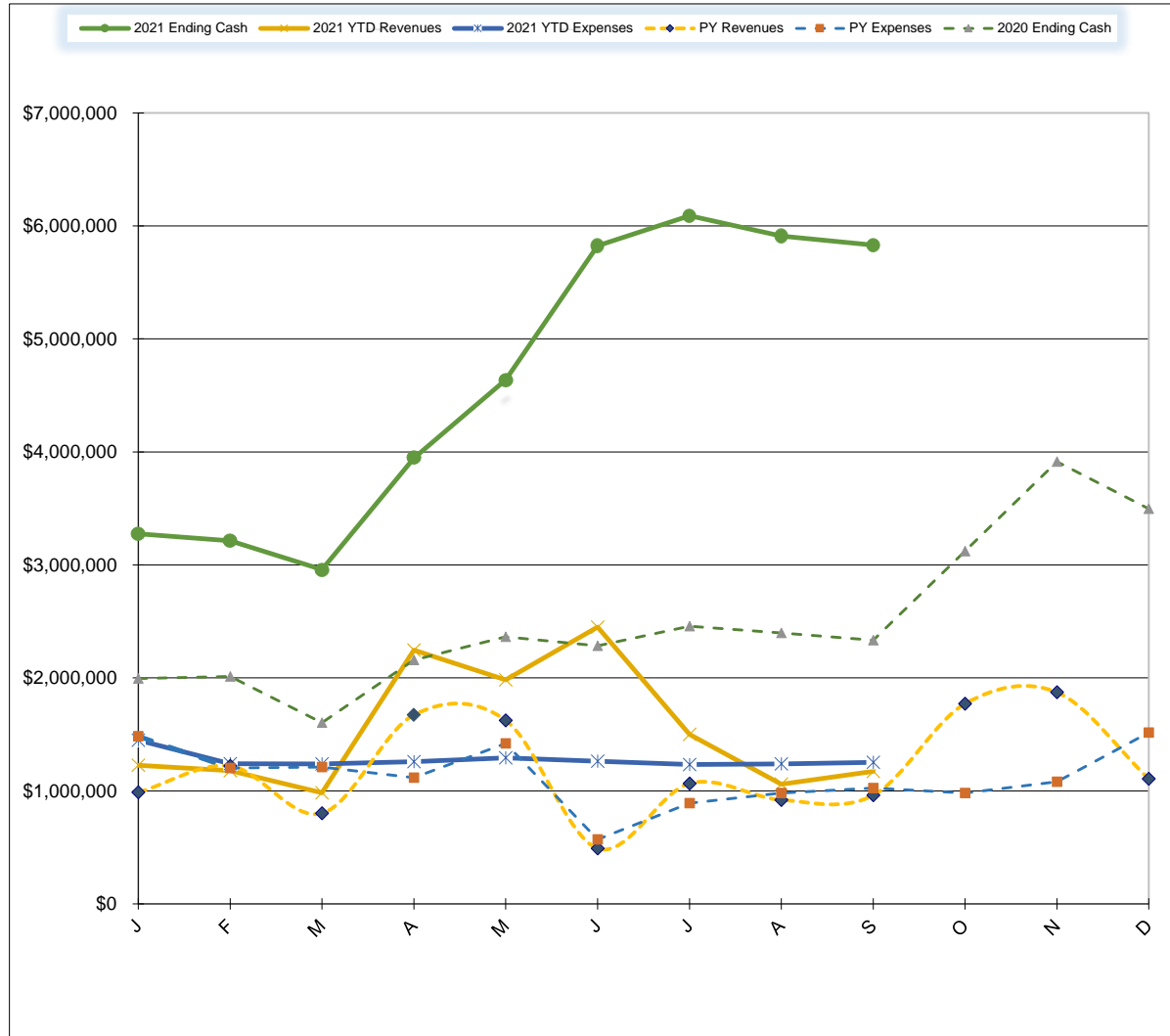
Storm Capital Reserve	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$1,048,548	\$1,174,221	\$1,313,355		
<i>Revenues</i>	\$201,193	\$254,350	\$199,901	78.59%	75.00%
<i>Expense</i>	\$2,106	\$150,000	\$0	0.00%	75.00%
Ending Cash	\$1,247,635	\$1,278,571	\$1,513,255		
ER&R Fund	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$712,423	\$1,230,161	\$1,332,520		
<i>Revenues</i>	\$531,377	\$827,471	\$633,841	76.60%	75.00%
<i>Expense</i>	\$102,572	\$603,000	\$214,253	35.53%	75.00%
Ending Cash	\$1,141,229	\$1,454,632	\$1,752,108		
CR&R Fund	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$0	\$117,000	\$105,404		
<i>Revenues</i>	\$112,260	\$211,500	\$159,869	75.59%	75.00%
<i>Expense</i>	\$18,072	\$205,500	\$51,911	25.26%	75.00%
Ending Cash	\$94,188	\$123,000	\$213,362		
Cemetery Endowment Fund	<u>2020 Actual</u>	<u>2021 Budget</u>	<u>2021 Actual</u>	<u>% Budget</u>	<u>% Year</u>
Beginning Cash	\$364,214	\$369,866	\$371,106		
<i>Revenues</i>	\$5,673	\$0	\$4,607		
<i>Expense</i>	\$0	\$0	\$0		
Ending Cash	\$369,887	\$369,866	\$375,713		

Year- to-Date
Revenues, Expenditures and Ending Cash by Fund
For the Month-End September 30, 2021



**2021 Current Expense Fund
Actual Revenues, Expenses Ending Cash
Through September 30, 2021**

Month	PY Revenues	PY Expenses	PY Ending Cash
Jan-20	\$987,496	\$1,483,580	\$1,995,284
Feb-20	\$1,220,782	\$1,202,712	\$2,013,354
Mar-20	\$801,520	\$1,211,271	\$1,603,603
Apr-20	\$1,672,536	\$1,117,195	\$2,158,943
May-20	\$1,623,739	\$1,419,460	\$2,363,222
Jun-20	\$490,779	\$569,971	\$2,284,031
Jul-20	\$1,065,986	\$892,401	\$2,457,616
Aug-20	\$920,389	\$980,824	\$2,397,181
Sep-20	\$961,260	\$1,025,149	\$2,333,293
Oct-20	\$1,771,577	\$982,116	\$3,122,754
Nov-20	\$1,872,269	\$1,081,463	\$3,913,560
Dec-20	\$1,106,585	\$1,515,987	\$3,495,941
Jan-21	\$1,227,570	\$1,448,273	\$3,275,238
Feb-21	\$1,178,105	\$1,240,097	\$3,213,246
Mar-21	\$983,341	\$1,237,807	\$2,958,780
Apr-21	\$2,245,844	\$1,258,195	\$3,946,429
May-21	\$1,982,864	\$1,292,243	\$4,637,051
Jun-21	\$2,450,214	\$1,262,846	\$5,824,419
Jul-21	\$1,499,849	\$1,233,595	\$6,090,673
Aug-21	\$1,059,156	\$1,238,464	\$5,911,365
Sep-21	\$1,172,932	\$1,253,029	\$5,831,268
Oct-21			
Nov-21			
Dec-21			
Total:	\$13,799,875	\$11,464,549	\$5,831,268



General Property Tax													
	2017	2018	2019	2020	2021	3 Yr Avg		2017	2018	2019	2020	2021	3 Yr Avg
Jan	\$7,525	\$13,137	\$6,832	\$18,262	\$5,333	\$12,743	Jan	0.29%	0.51%	0.26%	0.66%	0.34%	0.48%
Feb	\$12,363	\$0	\$4,508	\$9,422	\$3,348	\$4,643	Feb	0.78%	0.51%	0.43%	1.00%	0.55%	0.65%
Mar	\$33,957	\$28,944	\$36,408	\$35,208	-\$1,155	\$33,520	Mar	2.11%	1.64%	1.81%	2.27%	0.48%	1.91%
April	\$528,796	\$673,352	\$132,723	\$672,320	\$618,516	\$492,798	April	22.82%	27.92%	6.83%	26.54%	39.73%	20.43%
May	\$804,678	\$592,136	\$1,263,875	\$687,201	\$874,745	\$847,738	May	54.34%	51.04%	54.67%	51.36%	95.25%	52.35%
June	\$10,913	\$13,745	\$9,002	\$37,000	\$15,573	\$19,916	June	54.77%	51.57%	55.01%	52.69%	96.24%	53.09%
July	\$4,082	\$5,248	\$6,342	\$36,558	\$43,050	\$16,049	July	54.93%	51.78%	55.25%	54.01%	98.97%	53.68%
Aug	\$4,114	\$4,183	\$8,237	\$35,496	\$6,226	\$15,972	Aug	55.09%	51.94%	55.56%	55.29%	99.37%	54.26%
Sept	\$7,435	\$11,021	\$10,017	\$37,513	\$9,989	\$19,517	Sept	55.38%	52.37%	55.94%	56.65%	100.00%	54.99%
Oct	\$503,853	\$637,710	\$407,345	\$598,918		\$547,991	Oct	75.12%	77.26%	71.36%	78.27%	100.00%	75.63%
Nov	\$628,341	\$573,112	\$745,780	\$582,824		\$633,906	Nov	99.73%	99.63%	99.58%	99.31%	100.00%	99.51%
Dec	\$6,977	\$9,399	\$11,056	\$19,021		\$13,159	Dec	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	\$2,553,034	\$2,561,988	\$2,642,126	\$2,769,744	\$1,575,625								

Retail Sales and Use Tax													
	2017	2018	2019	2020	2021	3 Yr Avg		2017	2018	2019	2020	2021	3 Yr Avg
Jan	\$640,269	\$1,254,578	\$687,646	\$751,153	\$758,870	\$897,792	Jan	7.91%	12.80%	8.09%	8.39%	9.74%	9.76%
Feb	\$807,782	\$1,419,529	\$803,354	\$907,151	\$929,729	\$1,043,345	Feb	17.88%	27.29%	17.54%	18.53%	21.66%	21.12%
Mar	\$547,560	\$740,792	\$574,260	\$644,953	\$748,607	\$653,335	Mar	24.64%	34.85%	24.29%	25.73%	31.27%	28.29%
April	\$560,443	\$644,726	\$541,944	\$635,221	\$713,118	\$607,297	April	31.56%	41.43%	30.66%	32.83%	40.42%	34.97%
May	\$689,850	\$686,843	\$740,262	\$534,625	\$954,602	\$653,910	May	40.08%	48.44%	39.37%	38.80%	52.66%	42.20%
June	\$680,360	\$794,835	\$700,706	\$554,022	\$910,213	\$683,188	June	48.48%	56.55%	47.61%	44.99%	64.34%	49.72%
July	\$658,349	\$724,939	\$722,174	\$795,240	\$876,962	\$747,451	July	56.60%	63.94%	56.10%	53.88%	75.59%	57.97%
Aug	\$700,201	\$725,845	\$807,040	\$806,478	\$906,241	\$779,788	Aug	65.25%	71.35%	65.59%	62.89%	87.22%	66.61%
Sept	\$759,032	\$767,619	\$769,758	\$866,051	\$996,100	\$801,143	Sept	74.62%	79.18%	74.65%	72.56%	100.00%	75.47%
Oct	\$714,452	\$664,622	\$734,277	\$856,621		\$751,840	Oct	83.44%	85.97%	83.28%	82.14%	100.00%	83.79%
Nov	\$701,773	\$687,646	\$672,390	\$811,668		\$723,901	Nov	92.11%	92.98%	91.19%	91.20%	100.00%	91.79%
Dec	\$639,259	\$687,581	\$749,106	\$787,289		\$741,325	Dec	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	\$8,099,331	\$9,799,556	\$8,502,917	\$8,950,472	\$7,794,442								

Business and Occupation Taxes													
	2017	2018	2019	2020	2021	3 Yr Avg		2017	2018	2019	2020	2021	3 Yr Avg
Jan	\$149,742	\$142,281	\$128,920	\$28,475	\$286,680	\$99,892	Jan	20.58%	19.67%	19.07%	4.22%	16.77%	14.32%
Feb	\$19,582	\$24,831	\$30,103	\$128,019	\$161,142	\$60,984	Feb	23.27%	23.11%	23.53%	23.21%	26.20%	23.28%
Mar	\$15,707	\$13,339	\$14,735	\$11,567	\$156,941	\$13,213	Mar	25.43%	24.95%	25.71%	24.92%	35.39%	25.19%
April	\$180,185	\$179,740	\$168,200	\$163,665	\$414,378	\$170,535	April	50.20%	49.80%	50.59%	49.19%	59.63%	49.86%
May	\$17,023	\$16,387	\$13,552	\$13,848	\$36,167	\$14,596	May	52.54%	52.07%	52.60%	51.24%	61.75%	51.97%
June	\$16,612	\$15,861	\$12,626	\$11,824	\$141,378	\$13,437	June	54.83%	54.26%	54.47%	53.00%	70.02%	53.91%
July	\$119,732	\$139,919	\$133,751	\$121,011	\$341,876	\$131,560	July	71.28%	73.61%	74.26%	70.94%	90.03%	72.93%
Aug	\$35,277	\$15,694	\$13,590	\$12,609	\$89,122	\$13,965	Aug	76.13%	75.78%	76.27%	72.81%	95.24%	74.95%
Sept	\$16,318	\$15,116	\$13,218	\$10,035	\$81,331	\$12,790	Sept	78.38%	77.87%	78.22%	74.30%	100.00%	76.79%
Oct	\$126,839	\$130,534	\$120,386	\$153,068		\$134,663	Oct	95.81%	95.91%	96.03%	96.99%	100.00%	96.31%
Nov	\$16,174	\$14,904	\$13,144	\$11,403		\$13,150	Nov	98.03%	97.97%	97.98%	98.69%	100.00%	98.21%
Dec	\$14,306	\$14,653	\$13,671	\$8,866		\$12,397	Dec	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	\$727,499	\$723,258	\$675,895	\$674,391	\$1,709,015								

Excise Tax													
	2017	2018	2019	2020	2021	3 Yr Avg		2017	2018	2019	2020	2021	3 Yr Avg
Jan	\$0	\$0	\$0	\$0	\$0	\$0	Jan	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Feb	\$669	\$549	\$634	\$1,748	\$803	\$977	Feb	32.73%	27.63%	12.51%	22.78%	13.23%	20.97%
Mar	\$0	\$0	\$0	\$0	\$0	\$0	Mar	32.73%	27.63%	12.51%	22.78%	13.23%	20.97%
April	\$0	\$433	\$54	\$0	\$1,280	\$162	April	32.73%	49.42%	13.57%	22.78%	34.32%	28.59%
May	\$0	\$0	\$0	\$0	\$0	\$0	May	32.73%	49.42%	13.57%	22.78%	34.32%	28.59%
June	\$452	\$73	\$1,397	\$1,578	\$2,064	\$1,016	June	54.85%	53.12%	41.12%	43.34%	68.32%	45.86%
July	\$0	\$0	\$0	\$0	\$0	\$0	July	54.85%	53.12%	41.12%	43.34%	68.32%	45.86%
Aug	\$444	\$126	\$1,196	\$1,869	\$1,922	\$1,064	Aug	76.60%	59.47%	64.72%	67.69%	99.99%	63.96%
Sept	\$0	\$0	\$0	\$0	\$1	\$0	Sept	76.60%	59.47%	64.72%	67.69%	100.00%	63.96%
Oct	\$0	\$730	\$72	\$774		\$526	Oct	76.60%	96.27%	66.15%	77.78%	100.00%	80.06%
Nov	\$0	\$0	\$0	\$0		\$0	Nov	76.60%	96.27%	66.15%	77.78%	100.00%	80.06%
Dec	\$478	\$74	\$1,716	\$1,706		\$1,165	Dec	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	\$2,043	\$1,985	\$5,069	\$7,674	\$6,070								

Other Taxes													
	2017	2018	2019	2020	2021	3 Yr Avg		2017	2018	2019	2020	2021	3 Yr Avg
Jan	\$36,715	\$1,082	\$1,079	\$0	\$0	\$720	Jan	25.95%	0.73%	0.78%	0.00%	0.00%	0.51%
Feb	\$887	\$39,250	\$36,572	\$38,738	\$1,718	\$38,187	Feb	26.58%	27.40%	27.28%	63.71%	9.05%	39.47%
Mar	\$0	\$0	\$0	\$0	\$0	\$0	Mar	26.58%	27.40%	27.28%	63.71%	9.05%	39.47%
April	\$1,337	\$1,463	\$1,414	\$0	\$4,725	\$959	April	27.52%	28.40%	28.31%	63.71%	33.93%	40.14%
May	\$38,643	\$34,325	\$27,651	\$22,061	\$0	\$28,012	May	54.84%	51.72%	48.35%	100.00%	33.93%	66.69%
June	\$0	\$0	\$0	\$0	\$0	\$0	June	54.84%	51.72%	48.35%	100.00%	33.93%	66.69%
July	\$804	\$0	\$917	\$0	\$11,519	\$306	July	55.41%	51.72%	49.01%	100.00%	94.59%	66.91%
Aug	\$33,865	\$39,592	\$37,556	\$0	\$1,027	\$25,716	Aug	79.34%	78.62%	76.22%	100.00%	100.00%	84.95%
Sept	\$0	\$0	\$0	\$0	\$0	\$0	Sept	79.34%	78.62%	76.22%	100.00%	100.00%	84.95%
Oct	\$0	\$1,835	\$978	\$0		\$938	Oct	79.34%	79.87%	76.93%	100.00%	100.00%	85.60%
Nov	\$29,224	\$29,633	\$31,831	\$0		\$20,488	Nov	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Dec	\$0	\$0	\$0	\$0		\$0	Dec	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	\$141,475	\$147,179	\$137,998	\$60,799	\$18,989								

Total Taxes All Sources													
	2017	2018	2019	2020	2021	3 Yr Avg		2017	2018	2019	2020	2021	3 Yr Avg
Jan	\$834,250	\$1,411,077	\$824,476	\$797,890	\$1,050,883	\$1,011,148	Jan	7.24%	10.66%	6.89%	6.40%	9.46%	7.99%
Feb	\$841,283	\$1,484,158	\$875,171	\$1,085,078	\$1,096,740	\$1,148,136	Feb	14.54%	21.88%	14.21%	15.11%	9.88%	17.06%
Mar	\$597,224	\$783,075	\$625,403	\$691,728	\$904,393	\$700,069	Mar	19.72%	27.79%	19.43%	20.66%	8.14%	22.63%
April	\$1,270,761	\$1,499,713	\$844,334	\$1,471,206	\$1,752,016	\$1,271,751	April	30.75%	39.13%	26.49%	32.46%	15.78%	32.69%
May	\$1,550,195	\$1,329,691	\$2,045,340	\$1,257,735	\$1,865,513	\$1,544,256	May	44.20%	49.17%	43.59%	42.55%	16.80%	45.11%
June	\$708,337	\$824,514	\$723,730	\$604,424	\$1,069,228	\$717,556	June	50.35%	55.40%	49.64%	47.40%	9.63%	50.82%
July	\$782,966	\$870,106	\$863,184	\$952,810	\$1,273,407	\$895,367	July	57.14%	61.98%	56.85%	55.05%	11.47%	57.96%
Aug	\$773,902	\$785,442	\$867,620	\$856,453	\$1,004,538	\$836,505	Aug	63.86%	67.91%	64.10%	61.92%	9.05%	64.65%
Sept	\$782,785	\$793,756	\$792,993	\$913,599	\$1,087,420	\$833,449	Sept	70.65%	73.91%	70.73%	69.25%	9.79%	71.30%
Oct	\$1,345,144	\$1,435,433	\$1,263,058	\$1,609,381	\$0	\$1,435,957	Oct	82.33%	84.76%	81.29%	82.17%	0.00%	82.74%
Nov	\$1,375,514	\$1,305,295	\$1,463,146	\$1,405,895	\$0	\$1,391,445	Nov	94.26%	94.62%	93.52%	93.45%	0.00%	93.86%
Dec	\$661,020	\$711,707	\$775,549	\$816,882	\$0	\$768,046	Dec	100.00%	100.00%	100.00%	100.00%	0.00%	100.00%
Total:	\$11,523,382	\$13,233,967	\$11,964,005	\$12,463,081	\$11,104,140								



ITEM #: 1

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: October 28, 2021 Subject: Change of Council meeting date for the first meeting in November due to Veterans Day
Submitted By: Greg Young, City Administrator

Attachments: None Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The 2021 Veterans Day Holiday is on Thursday, November 11, 2021, which is the same date as the first regularly scheduled Council meeting in November. If Council should choose to reschedule the meeting, a motion is needed to change the meeting date to Tuesday, November 9, 2021.

ALTERNATIVES CONSIDERED

Hold the First regularly scheduled Council meeting in November on Thursday, November 11, 2021 on Veterans day.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

None

LEGAL ASPECTS – LEGAL REVIEW

Burlington City Council Rules of Procedures, Section 2.1 states “When a Council meeting falls on a holiday, or there is a conflict, the council may determine an alternate date for the meeting or cancel the meeting. The Council may reschedule regular meetings to a different date or time by motion.”

STAFF RECOMMENDATION

Change the date of the first Council meeting in November from Thursday, November 11, 2021 to Tuesday, November 9, 2021.

SUGGESTED COUNCIL MOTION LANGUAGE

“I move to change the date of the second Council meeting in November from Thursday, November 11, 2021 to Tuesday, November 9, 2021.”

[Return to Agenda](#)

The City has been paying \$800/mo. And with the \$25/mo. Increase over the next three years, the City budget can accommodate this amount.

LEGAL ASPECTS – LEGAL REVIEW

None

STAFF RECOMMENDATION

Staff does not have a recommendation but feel that the terms proposed are in line with Council direction.

SUGGESTED COUNCIL MOTION LANGUAGE

If you wished to NOT approve the lease – “I move to not accept the proposed lease for the Canton Parking lot usage”

If you DO wish to approve the lease – “I move to approve the lease as presented and authorize the Mayor to sign.”

LEASE AGREEMENT

THIS AGREEMENT is made this 28th day of October 2021, between the CHINN MEI FONG, (hereinafter designated the "**Landlord**"), and the CITY OF BURLINGTON, a Washington municipal corporation (hereinafter designated the "**Tenant**").

The **Landlord** does hereby rent unto the said **Tenant** parking space at that real property and improvements situated at 423 Fairhaven St. in the City of Burlington, Skagit County, State of Washington (hereinafter designated the "**Premises**"), which **Premises** are more particularly described as follows:

- a. SEE LEGAL DESCRIPTION ATTACHED HERETO AND IDENTIFIED AS EXHIBIT "A," INCORPORATED HEREIN.
 - b. **Landlord** hereby rents the entire existing parking lot, consisting of approximately sixty (60) parking spaces at the **Premises** for use by the **Tenant** for the purpose of public parking.
 - c. **Tenant** does not rent, and this Lease creates no right of entry to any building or structure at the **Premises**.
1. Term. **Tenant** agrees to rent from **Landlord** the above-described real property for a thirty-six (36) month period, commencing the 1st day of November, 2021. At the conclusion of the thirty-six (36) month period, the lease shall be month to month or as agreed to by the Parties. Termination of this leasehold shall be accomplished in accordance with the terms of this Agreement in order for the termination to be effective.
 2. Rent. The **Tenant** shall pay monthly rent in the amount listed below:

November 1, 2021 to October 30, 2022	\$825.00
November 1, 2022 to October 30, 2023	\$850.00
November 1, 2023 to October 30, 2024	\$875.00

The amount shall be inclusive of taxes described in Section 10, below.
Rental payments shall be payable to:

Chinn Mei Fong
216 North Spruce Street
Burlington, Washington 98233

3. Utilities. **Landlord** shall pay for all services and utilities supplied in the **Premises**.

Sublet. The **Tenant** agrees not to sublet the **Premises** nor assign this Agreement nor any part thereof without the prior written consent of **Landlord**, which consent shall not be unreasonably withheld.

4. Use of **Premises**. **Tenant** shall use the **Premises** for public parking and related commercial activities, and for no other use or purpose. **Tenant** may levy a charge upon parking customers for some or all of the stalls in individual parking areas. **Tenant** shall retain all proceeds from any charge upon parking customers, if any.
5. Improvements. The **Premises** leased to **Tenant** has been used by the **Landlord** for vehicular parking lots for use by the general public. Varying types of improvements may exist, including asphalt surfacing, painted striping, wheel stops or curbing, sign posts, etc. Any additional improvements deemed necessary by **Tenant** shall be constructed at **Tenant's** sole expense and shall be completed in a good and workmanlike manner free of all liens and claims. **Tenant** may erect signs to facilitate public parking. **Tenant** shall have authority to conduct maintenance that is necessary to keep the condition of the **Premises** safe for parking and access by the public. All improvements or maintenance performed by **Tenant** shall become property of **Landlord** upon termination of this Agreement.
6. Alterations. **Landlord** agrees to not make alterations to the **Premises** that unreasonably hinders the **Tenant's** ability to utilize the **Premises** for purposes contemplated pursuant to this Agreement without prior written consent from **Tenant**.
7. **Landlord's** Obligations. **Landlord** shall immediately notify **Tenant** of any changes as to the person or address of the **Landlord**. **Landlord** makes no warranties or guarantees as to the condition of the improvements, or as to the suitability of the improvements for **Tenant's** proposed use.
8. Access. **Landlord** reserves the right of access to the **Premises** for the purpose of inspection, and to conduct tests, inspections, surveys, and studies as the **Landlord** sees fit. Access shall be at reasonable times except in case of emergency or abandonment, and **Landlord** shall provide 48 hours notice to the **Tenant** prior to accessing the **Premises**, except in case of emergency.
9. Surrender of **Premises**. In the event of default in payment of installment of rent, **Tenant** will quit and surrender the said **Premises** to **Landlord**.
10. Taxes. **Landlord** shall be responsible for all real property taxes pursuant to this Agreement.
11. Insurance. **Tenant** is a member of Washington Cities Insurance Authority (WCIA), a liability-property pool. The Parties agree that the City's

membership in WCIA constitutes adequate insurance for purposes of this Agreement. **Landlord** agrees to obtain commercial general liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and property insurance covering the full value of **Landlord's** property and improvements with no coinsurance provisions. The Parties shall provide proof of insurance to each other upon reasonable request.

12. Costs and Attorney's Fees. In any action brought to enforce any provision of this Lease, including actions to recover sums due or for the breach of any covenant or condition of this Lease, or for the restitution of the **Premises** to the **Landlord** or eviction of **Tenant** during the term or after expiration thereof, the substantially prevailing Party shall be entitled to recover from the other Party all reasonable costs and reasonable attorney's fees incurred, including, without limitation, the fees of accountants, appraisers, and other professionals, at trial, on appeal, or without resort to suit.
13. Termination. Except when the Agreement reverts to a month-to-month, either Party may terminate this Agreement by giving ninety (90) days advance notice to the other Party. In the event that Landlord sells or transfers ownership of the above-described real property to another party, the required notice period may be less than ninety (90), but no less than fourteen (14) days if so specified under the terms of the sale or transfer of ownership agreement. Notice, including documentation showing the basis for any termination less than ninety (90) days, shall be given by certified mail, return receipt requested, and shall be deemed to be effective on the date deposited into the U.S. mail. In the alternative, notice may be effected by service on the following representative of the Parties:

For the City:
CITY OF BURLINGTON
ATTN: CITY ATTORNEY
833 SOUTH SPRUCE STREET
BURLINGTON, WA 98233

For the Landlord:
CHINN MEI FONG
216 NORTH SPRUCE STREET
BURLINGTON, WA 98233

14. Time of Essence. Time is of the essence of this Lease and of every provision hereof.
15. Quiet Enjoyment. **Tenant**, on performing all the covenants and conditions hereof, shall, at all times during the demised term, peaceably and quietly have, hold, and enjoy the leased **Premises**, provided, however, that no eviction of **Tenant** for any reason whatever, after the **Landlord** shall have

conveyed the fee of the leased **Premises**, shall be construed as a breach of this covenant, and no action therefor shall be brought against the **Landlord**.

16. Covenants Real. Every covenant in this Lease shall be deemed and treated to be a covenant real running with the **Premises** during the term hereof, and shall extend to the heirs, legal representatives, successors and assigns of the Parties. No change in the **Landlord's** ownership of the **Premises**, or rights to the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or reduce the rights of **Tenant**. No change in the **Landlord's** ownership in the **Premises** shall be binding upon **Tenant** for any purpose until **Tenant** shall have been given notice thereof.
17. Prior Agreements. This Lease contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Lease, and no prior agreement, letter of intent or understanding pertaining to any such matter will be effective for any purpose. No oral modification of, or amendment to, this Lease shall be effective; however, this Lease may be modified or amended by a written agreement signed by both Parties to this Lease.
18. Recording. Neither Party may record this Lease, nor any memorandum thereof, without the prior written consent of the other Party.
19. Severability. Any provision of this Lease which proves to be invalid, void, or illegal will in no way affect, impair, or invalidate any other provision hereof, and such other provisions will remain in full force and effect.
20. Applicable Law and Venue. This Lease is made pursuant to and shall be construed in accordance with the laws of the State of Washington. **Landlord** and **Tenant** hereby agree that venue of any action relating to this Lease will be in Skagit County, Washington.
21. Other Documents. Each Party undertakes to execute such additional or other documents as may be required to fully implement the intent of this Agreement.
22. Paragraph Headings, Gender, and Number. Paragraph headings are not to be construed as binding provisions of this Lease; they are for the convenience of the Parties only. The masculine, feminine, singular and plural of any word or words shall be deemed to include and refer to the gender and number appropriate in the context.
23. Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. Nonwaiver of Breach. The failure of the Parties to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such rights, or any other covenants or agreements, but the same shall be and remain in full force and effect.

25. Construction. Nothing contained herein shall create the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, and neither the method of computation of rent nor any other provision contained herein shall be deemed to create any relationship between the Parties hereto other than the relationship of **Landlord** and **Tenant**.

IN WITNESS WHEREOF, the **Tenant** and **Landlord**, or his agent, each hereunto sets his hand

LANDLORD

TENANT/CITY OF BURLINGTON

Chinn Mei Fong

Steve Sexton, Mayor

Attest:

Joe Stewart
Finance Director

Approved as to form:

Leif Johnson, City Attorney

EXHIBIT A – Legal Description

BURLINGTON AC, (DK12) THAT PORTION OF TRACT 85, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID TRACT 85, WHICH IS NORTH 88 DEGREES 55' WEST, 1212.4 FEET AND 30 FEET NORTH OF THE SOUTH 1/4 CORNER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SAID POINT BEING THE SOUTHWEST CORNER OF THAT TRACT CONVEYED TO JOSEPH PAULI AND ETHEL PAULI, HUSBAND AND WIFE, BY DEED DATED DECEMBER 26, 1958, AND RECORDED DECEMBER 28, 1958, UNDER AUDITOR'S FILE NO. 574035; THENCE NORTH ALONG THE WEST LINE OF THE PAULI TRACT, 629.3 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID TRACT 85 AND THE TERMINAL POINT OF SAID LINE BEING HEREBY DESCRIBED. ALSO TOGETHER WITH THAT PORTION OF THE EAST 264.00 FEET OF THE SOUTH 825.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID EAST 264.00 FEET OF THE SOUTH 825.00 FEET; THENCE SOUTH 0 DEGREES 30' 59" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 152.35 FEET; THENCE NORTH 18 DEGREES 35' 55" WEST FOR A DISTANCE OF 36.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 380.00 FEET, THROUGH A CENTRAL ANGLE OF 18 DEGREES 04' 56" AN ARC DISTANCE OF 119.93 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 30' 59" WEST FOR A DISTANCE OF 0.63, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTH 825.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AT A POINT BEARING NORTH 89 DEGREES 18' 30" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 18' 30" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 30.01 FEE, MORE OR LESS, TO THE POINT OF BEGINNING. ALSO TOGETHER WITH CERTAIN UNNAMED DEDICATED ROAD ADJOINING THE WEST LINE OF TRACT 85 " PLAT OF BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49 RECORDS OF SKAGIT COUNTY, WASHINGTON, ALL AS DESCRIBED IN SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 81-2-00071-4; EXCEPT THAT PORTION LYING WITH A TRACT OF LAND CONVEYED TO THAD L BINGHAM, ET UX BY DEED RECORDED DECEMBER 10, 1943 AS AUDITOR'S FILE NO. 367953, ALSO EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE SOUTH 89 DEGREES 23' 26" EAST ALONG THE NORTH LINE OF SAID TRACT FOR A DISTANCE OF 4.87 FEET TO THE PROPOSED WESTERLY MARGIN OF SOUTH SPRUCE STREET; THENCE SOUTH 18 DEGREES 35' 55" EAST ALONG SAID PROPOSED WESTERLY MARGIN FOR A DISTANCE OF 31.13 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 320.00 FEET, THROUGH A CENTRAL ANGLE OF 18 DEGREES 04' 56" FOR A DISTANCE OF 100.99 FEET TO A POINT OF TANGENCY; THENCE NORTH 87 DEGREES 27' 42" WEST TO THE NORTHEAST CORNER OF THE WEST 16.00 FEET OF THE SOUTH 530.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., THENCE NORTH 89 DEGREES 18' 30" WEST ALONG SAID NORTH LINE OF THE OSUTH 530 FEET FOR A DISTANCE OF 16.00 FEET TO THE NORTHWEST CORNER THEREOF AT A POINT BEARING SOUTH 0 DEGREES 30' 59" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 30' 59" WEST ALONG THE WEST LINE OF SAID SUBDIVISION, ALSO BEING THE WEST LINE OF THE ABOVE DESCRIBED UNNAMED DEDICATED ROAD RIGHT-OF-WAY FOR A DISTANCE OF 127.91 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BID REQUIREMENTS

The City would develop specifications and bid the fencing and gate controls. This would include two bids – one for the fencing and gates themselves and another for the electronic gate controls. The gate access controls will allow police personnel to open and close the gates from within their vehicles, further ensuring their safety.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

Typically this type and fencing/gates and access controls cost approximately \$100,000. Given that this is a capital improvement, administration would recommend that we use our REET dollars for this investment. We currently have a little over \$2 million in our Local Capital Improvement Fund #301 and we annually collect nearly \$200,000 in REET funds for deposit into Fund #301.

This is not General Fund monies and REET dollars can only be spent on capital expenditures.

LEGAL ASPECTS – LEGAL REVIEW

None

STAFF RECOMMENDATION

Staff recommends that the Council authorize the bidding of the security fencing/gates and access control.






SUGGESTED COUNCIL MOTION LANGUAGE

“I move to authorize staff to go out to bid for the police department parking lot security fencing and access controls”

Untitled Map

Write a description for your map.

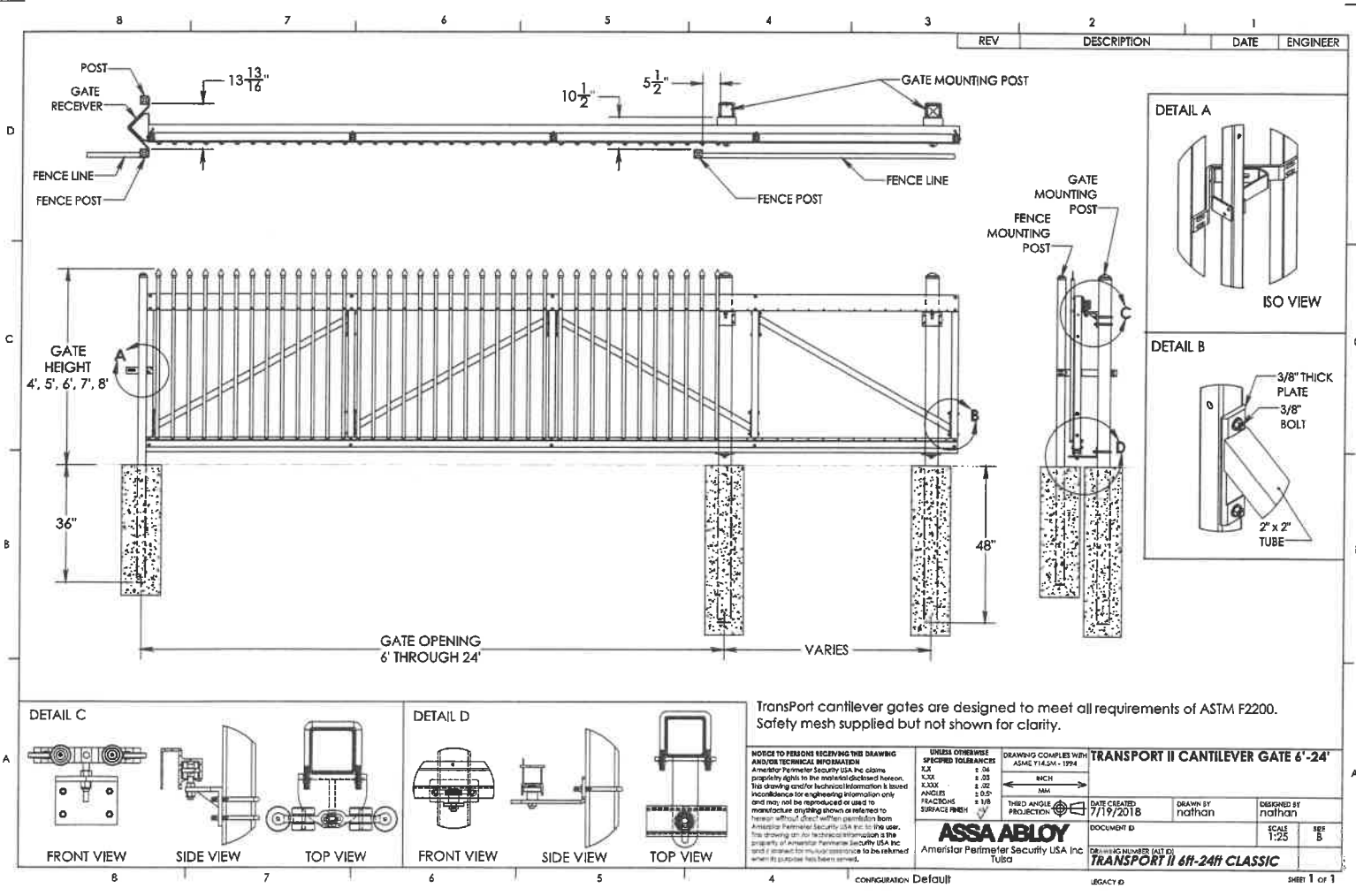
Legend

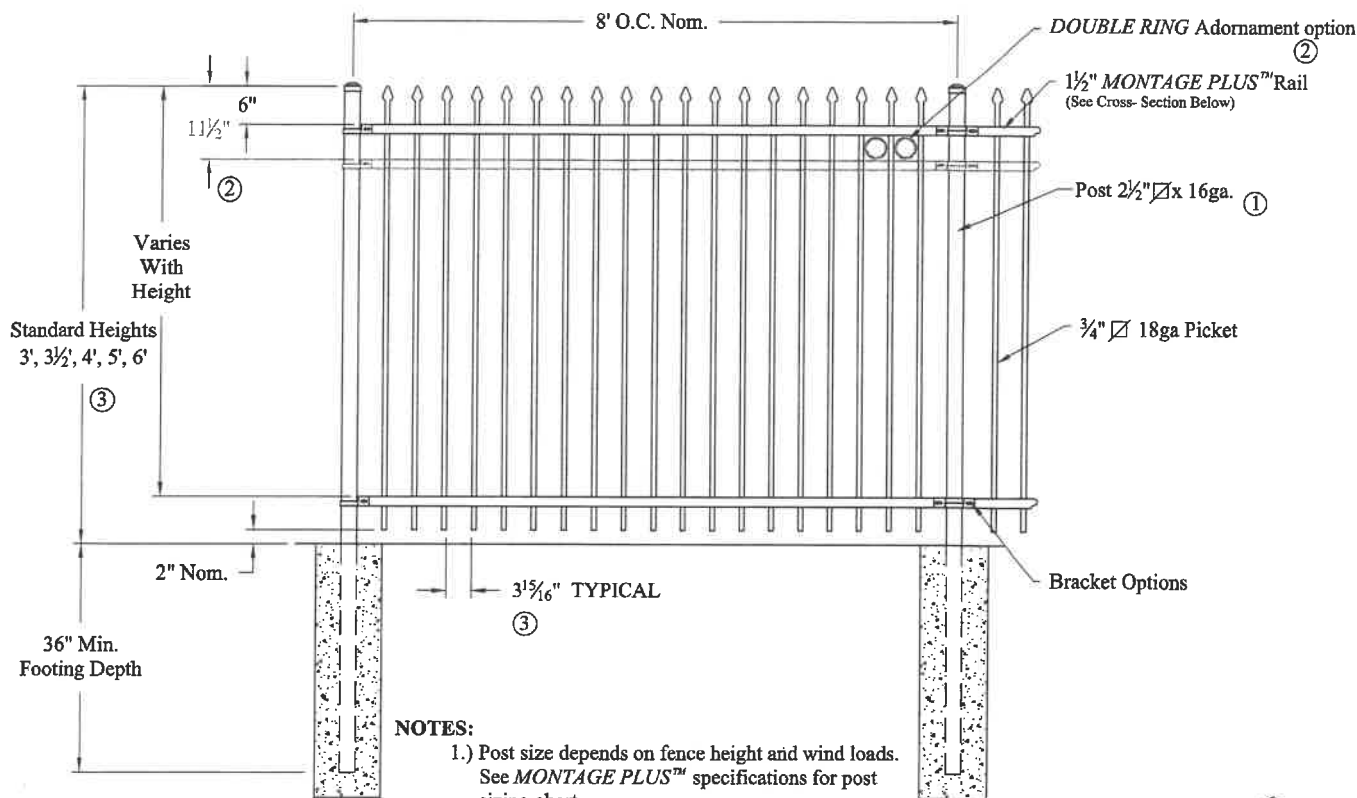
-  Burlington City Hall
-  Burlington Fire Dept
-  Burlington Municipal Court
-  Burlington Police Dept
-  Untitled Path



Example of Police Parking Lot Security Fencing





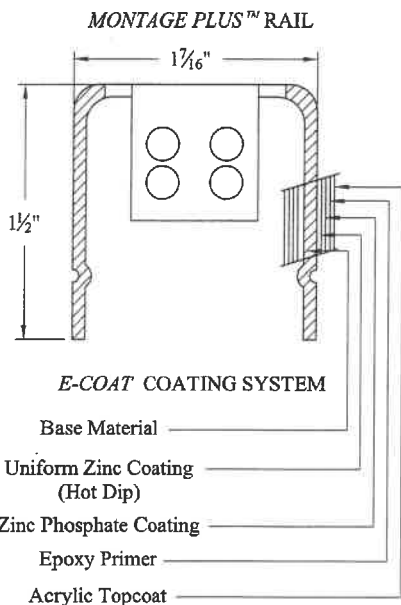


NOTES:

- 1.) Post size depends on fence height and wind loads. See *MONTAGE PLUS™* specifications for post sizing chart.
- 2.) Third rail required for *Double Rings*.
- 3.) Available in 3" air space and/or Flush Bottom on most heights.

RAKING DIRECTIONAL ARROW

Welded panel can be raked 30" over 8' with arrow pointing down grade.

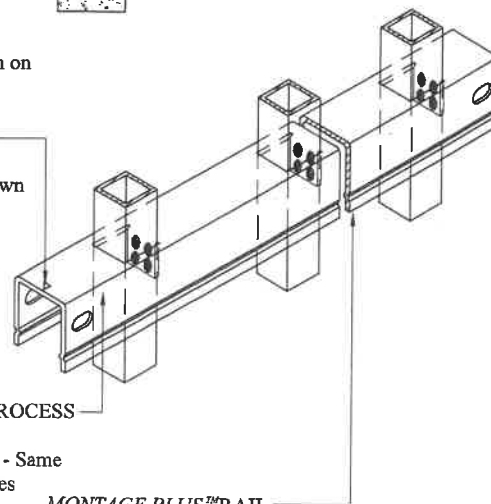


E-COAT™ COATING SYSTEM

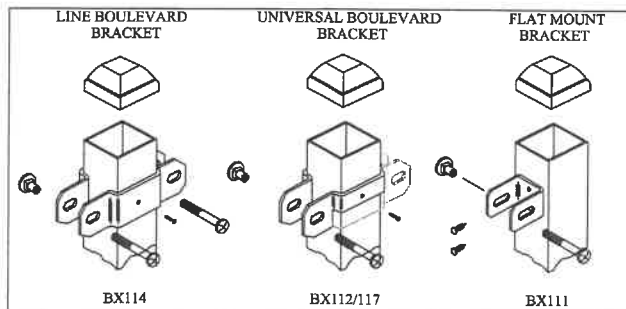
Base Material
Uniform Zinc Coating (Hot Dip)
Zinc Phosphate Coating
Epoxy Primer
Acrylic Topcoat

PROFUSION™ WELDING PROCESS

No exposed welds,
Good Neighbor profile - Same appearance on both sides



MONTAGE PLUS™ RAIL
Specially formed high strength architectural shape.



**COMMERCIAL STRENGTH WELDED STEEL PANEL
PRE-ASSEMBLED**

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

1RCISO

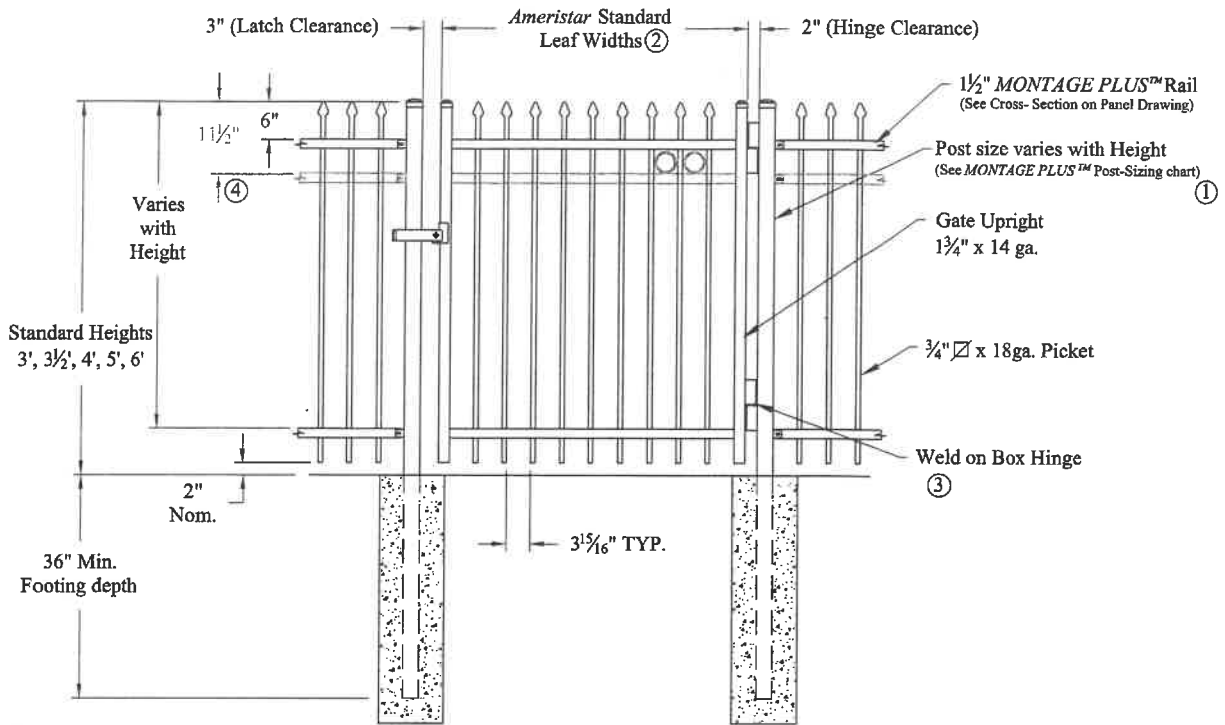
Title: MONTAGE PLUS CLASSIC 2/3-RAIL

DR: CI	SH. 1 of 1	SCALE: DO NOT SCALE
CK: ME	Date 6/28/10	REV: e



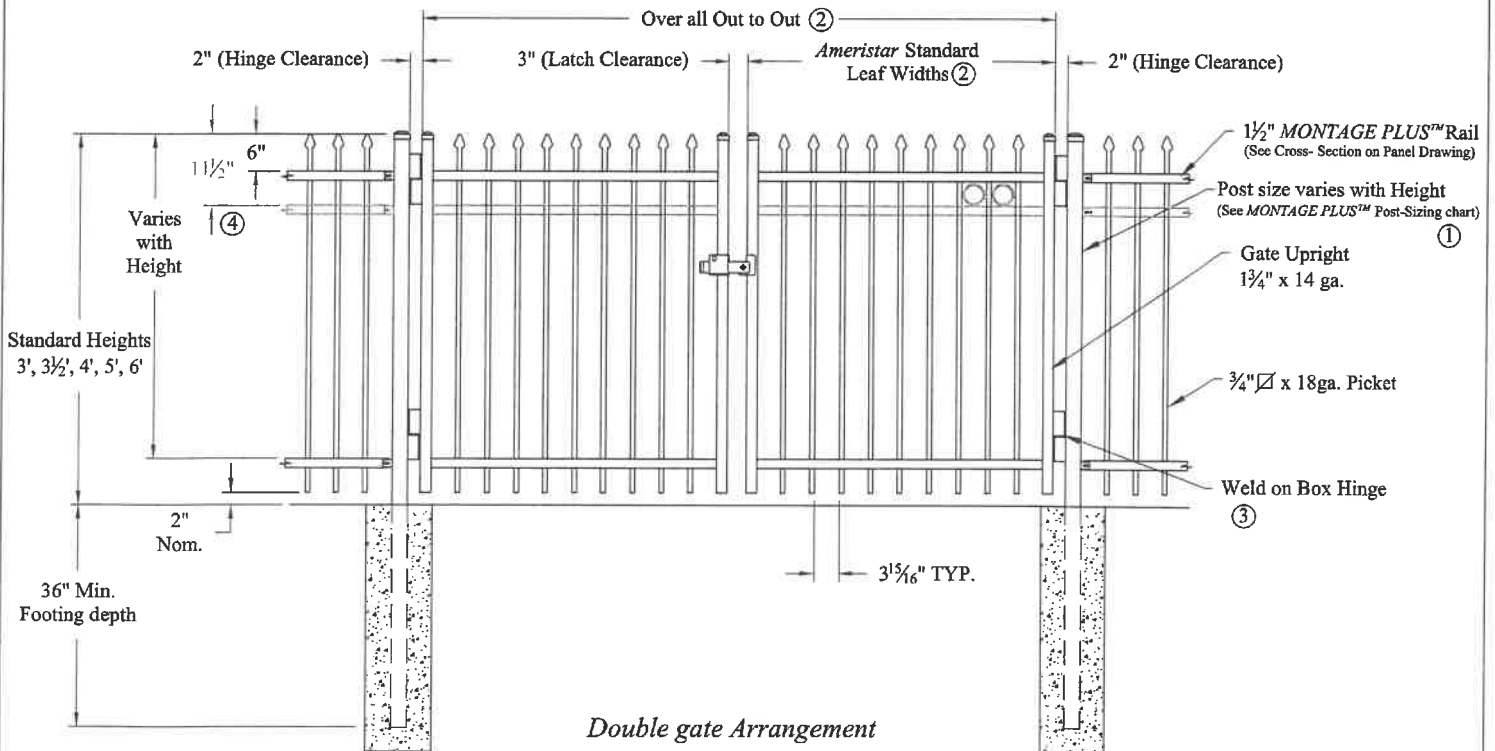
AMERISTAR®

1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com



NOTES: Single gate Arrangement

- 1.) Post size depends on fence height, weight and wind loads. See *MONTAGE PLUS*™ specifications for post sizing chart.
- 2.) See *Ameristar* gate table for standard out to outs. Custom gate openings available for special out to out/leaf widths.
- 3.) Additional styles of gate hardware are available on request. This could change the Latch & Hinge Clearance.
- 4.) Third rail required for *Double Rings*.



Double gate Arrangement

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

1RCISOG

COMMERCIAL STRENGTH WELDED STEEL GATE

Title: MONTAGE PLUS CLASSIC 2/3-RAIL SGL & DBL GATE

DR: CI SH. 1 of 1 SCALE: DO NOT SCALE

CK: ME Date 6/28/10 REV: e



AMERISTAR®

1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com

BID REQUIREMENTS

As was the case for the pre-design services for the potential Fire Hall remodel, we have engaged the services of King Architecture off the AWC Vendor Roster which satisfies the bidding requirements.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The City would expend the funds from our Fund #300 and then receive reimbursement from Skagit County

LEGAL ASPECTS – LEGAL REVIEW

Our legal department has reviewed the Interlocal and was engaged with the County to draft the document.

STAFF RECOMMENDATION

Staff recommends that we enter into the Interlocal Agreement – discussion with King Architecture has reflected that the project can be completed within this budgeted amount.

SUGGESTED COUNCIL MOTION LANGUAGE

“I move to approve the Interlocal with Skagit County for pre-design architectural services for the First Step Center and authorize the Mayor to sign.”

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

THE CITY OF BURLINGTON AND SKAGIT COUNTY

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

1. **PURPOSE:** The purpose of this Agreement is to set forth the duties between the City and County regarding the development of architectural drawings for the renovation or reconstruction of an existing structure at the Skagit First Step Shelter, located at 465 Pease Road, Burlington, WA.

2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this agreement that:

A. The County shall perform the following:

a. Reimburse the City for a maximum of thirty thousand dollars (\$30,000.00) for services described below.

B. The City shall perform the following:

a. Hire and oversee a licensed professional to primarily perform pre-design and feasibility services for the renovation or reconstruction of an existing structure at the Skagit First Step Shelter at the site owned and provided by the City of Burlington located at 465 Pease Road, Burlington, WA. The planned project shall serve individuals who are experiencing homelessness and have behavioral health disorders. Based on the pre-design and feasibility report anticipated to be produced under this Agreement, the Parties may wish to enter into future agreements to support development of specific architectural and/or engineering plans, or construction agreements, as desired.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from October 1, 2021 through June 30, 2022.

4. **MANNER OF FINANCING:** County shall reimburse City for responsibilities outlined in this agreement, an amount not to exceed \$30,000.00 chargeable to GL expenditure code #116-5510124 and other GL codes as necessary, as described below.

A. Compensation

a. Eligible Costs

- i. Engineering, design, architectural, and staff time associated with development of architectural drawings.
- ii. Pre-design and feasibility services regarding the renovation or reconstruction of an existing structure at the Skagit First Step Shelter.
- iii. Those costs which can be directly assigned to eligible costs and activities according to this Agreement with a high degree of accuracy.
- iv. Other activities as needed and approved by Skagit County in writing

B. Reimbursement Procedures

- a. Payments shall be made monthly for services provided within the period of performance of this contract.
- b. Invoices must be itemized by service category noting the number of hours and hourly rate applied to each category.
- c. The City shall submit an invoice on or before the tenth (10th) day of the month following the month during which services were delivered. Invoices shall be emailed to christibw@co.skagit.wa.us or be mailed or hand delivered to:
Skagit County Public Health
700 S. 2nd St., Room 301
Mount Vernon, WA 98273
- d. Invoices shall be accompanied by the proper documentation to verify expenses associated with completed activities.
- e. All invoices must include the Contract Number.
- f. All invoice corrections must be submitted no later than sixty (60) days after the last day of the month in which those services were provided, except at the end of the fiscal year, when all invoices and corrections must be submitted by the fifth (5th) working day of the month following the end of the fiscal year.
- g. The County agrees to make payment for services provided as approved by the Auditor of Skagit County with County warrants within forty-five (45) working days following receipt of the City's claim for reimbursement; provided that no payment shall be made in the month during which services are delivered unless otherwise approved by the County.

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

- 5.1 The County's representative shall be Assistant Director, Public Health.
- 5.2 The City's representative shall be Mayor Steve Sexton.

6. 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.

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

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is 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.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto.

Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

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

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

CITY OF BURLINGTON:

Mayor
(Date _____)

Steve Sexton

Mailing Address:
(Street address required
in addition to P.O. Box)

833 S. Spruce Street
Burlington, WA 98233

DATED this _____ day of _____, 2021.

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

Lisa Janicki, Chair

Peter Browning, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director



ITEM #: 6

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: October 28, 2021

Subject: Amendment to the Interlocal Agreement with
Skagit County for Prototype Cabins at the First Step
Center

Submitted By: Greg Young, City Administrator

Steve Sexton, Mayor

Attachments: Amendment to Skagit County Interlocal Agreement

Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The cabins down at the First Step Center were provided by Pallet Shelter out of Everett. They have developed a new cabin prototype and would like to supply them to us (for free) to test out. This would necessitate adding additional concrete pads and electrical connections. To accomplish this, Skagit County has agreed to amend our existing Interlocal Agreement by adding \$10,000 to cover this cost. As was the case with the existing Interlocal, the City would expend the monies and then be reimbursed by the County.

Pallet Shelter will be providing two (2) units in the next month and as many as eight (8) next year.

ALTERNATIVES CONSIDERED

Not approve the Interlocal and not accept the prototype cabins.

BID REQUIREMENTS

None required

CURRENT AND FUTURE BUDGET RAMIFICATIONS

This project is budget netrual – the City will expend the monies (city labor plus materials) and then be reimbursed by the County

LEGAL ASPECTS – LEGAL REVIEW

The Legal Department has worked with the County to draft the amendment to the Interlocal Agreement

STAFF RECOMMENDATION

Staff would recommend we accept the prototype cabins and approve the revision to the existing Interlocal Agreement

SUGGESTED COUNCIL MOTION LANGUAGE

“I move to approve the amendment to the Interlocal Agreement between Burlington and Skagit County to provide additional funding for prototype cabins at the First Step Center.”

AMENDMENT #1
ORIGINAL AGREEMENT #C20210172

City of Burlington, hereinafter called "Contractor", and Skagit County, hereinafter called "County", agree to amend Agreement No. C20210172, as set forth below under "Terms of Amendment".

TERMS OF AMENDMENT:

On Page1, Item 4. Shall be amended as follows:

4. **MANNER OF FINANCING:** County will compensate City a maximum of ~~\$400,000.00~~ **\$410,000.00** chargeable to GL expenditure code #162-59100, 165-59600 and other GL codes as necessary. City shall submit appropriate documentation with all invoices. Payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for the City to receive a distribution of funds under this Agreement. Eligible costs shall include:

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

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

All other terms and conditions of the original contract shall remain in effect.

Date: _____, 2021.

CONTRACTOR

CITY OF BURLINGTON:

Mayor
(Date _____)

Steve Sexton

Mailing Address:
(Street address required
in addition to P.O. Box)

833 S. Spruce Street
Burlington, WA 98233

DATED this _____ day of _____, 2021.

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

Lisa Janicki, Chair

Peter Browning, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

Park staff has worked to include colors and materials that will match our existing bathrooms at Skagit River Park, will be low maintenance, and will include durable stainless steel materials to withstand regular use. The unit will have river rock on 1/3 of the exterior and split face concrete for the remainder (to match the bathrooms at SRP).

ALTERNATIVES CONSIDERED

Staff researched prefabricated bathrooms and found three (3) manufacturers who provided these products and delivered to Washington State. Discussions were held with one manufacturer but when comparable options were added to their base unit, the cost greatly exceeded the quote from CXT – by a factor of three.

The other manufacturer was not responsive to emails and quoted a much longer lead time and was not able to provide definitive pricing due to market factors.

BID REQUIREMENTS

CXT is a qualified vendor listed on the AWC Vendor Roster for use by cities in Washington State. Staff has compared pricing from other manufacturers and determined that CXT would provide a quality product at a very competitive price.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

As noted, this unit will be delivered and paid for in the spring of 2022. As such it will be an expense of the 2022 budget. Given that this is a capital purchase, it is qualified to be paid for out of the Real Estate Excise Tax (REET) funds set aside by the City for park capital expenditures (Fund #311).

Fund #311 has approximately \$2 million in current fund balance, collects over \$200,000 annually and the funds are set aside for exactly these types of purchases. This expenditure will not affect the revenues/expenditures of the Current Expense Fund.

The quoted price for the unit including delivery and sales tax will be approximately \$65,000.

LEGAL ASPECTS – LEGAL REVIEW

None noted

STAFF RECOMMENDATION

Staff recommends that the Council approve the ordering of the bathroom for the new Dog Park so it can be in place next spring.

SUGGESTED COUNCIL MOTION LANGUAGE

“I move to authorize staff to place the order for the prefabricated bathroom from CXT Inc. for the Dog Park at the Jack and Helen Doyle Memorial Park.”



Ozark I Flush Restroom

« Buildings « Restrooms

[Request for Quote](#) | [Flush Restroom Brochure](#) | [Colors & Textures](#)

Ozark I

1 Single User Fully Accessible Flush Restroom



Granite rock split face block walls with buckskin cedar shake roof and optional drinking fountain with grab bars



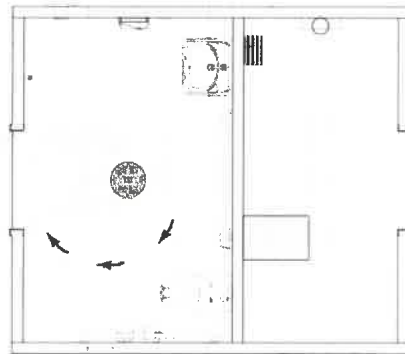
Ozark I with chase standard features:

- Barnwood texture walls
- Cedar shake texture roof
- Vitreous china fixtures
- Stainless steel toilet paper holder
- 4-gallon water heater
- Interior and exterior lights

[Specifications](#)

[Drawings](#)

Standard Floorplan



Interior with optional stainless steel fixtures and hand dryer



Chase

[REPLACEMENT PARTS](#)

- Meets UFAS, ADA and California Title 24 requirements
- Vandal resistant building and toilet components
- 4" thick steel reinforced concrete walls
- 5" thick steel reinforced concrete roof and floors
- Quick installation and hookup at the job site
- Will not rot, rust or burn
- Easily cleaned with a brush and warm soapy water
- Engineered to withstand extreme conditions caused by snow, floods, wind and zone-4 seismic loads

Added cost options include drinking fountain and hand dryer.



CXT® flush restrooms are engineered and designed for long life in extreme conditions.

- Built to Look Great and Designed to Last
- Simple to Install and Ready to Use
- Easy to Maintain and Vandal Resistant
- Pre-Engineered
- Tougher Than Kits, Block or Steel



FLUSH RESTROOMS

UTILITIES

- Pre-wired, pre-plumbed and tested before shipping to meet local code requirements.
- Concealed within the chase/storage area for easy hook up and maintenance, and to reduce vandalism.

HOOK UP AND INSTALLATION

- Minimal site work is required.
- Water, sewage and electrical utility lines are stubbed up through the prepared base material to match up with the utility blockout within the floor of the chase area.
- Hookup of the three utility lines can be completed in a matter of hours.



- Meets UFAS, ADA and California Title 24 requirements
- Vandal resistant building and toilet components
- 4" thick steel reinforced concrete walls
- 5" thick steel reinforced concrete roof and floors
- Quick installation and hookup at the job site
- Will not rot, rust or burn
- Easily cleaned with a brush and warm soapy water
- Available in 28 different colors
- Custom textures and colors also available



Schedule
Contract GS-07F-0602N



www.cxtinc.com
800.696.5766

Legal has reviewed the Interlocal Agreement document.

STAFF RECOMMENDATION

Staff recommends that the council approves the Interlocal Agreement and authorize the Mayor's signature.

SUGGESTED COUNCIL MOTION LANGUAGE

I make a motion to approve the Interlocal Agreement between Skagit County and the City of Burlington and authorize the Mayor to sign the attached document.

INTERLOCAL COOPERATIVE AGREEMENT FOR LIBRARY MATERIALS

This Interlocal Cooperative Agreement for Library Materials is entered into between Skagit County, hereinafter referred to as the “County”, and the City of Burlington, hereinafter referred to as the “City” pursuant to RCW 39.34.

This Agreement is based upon the following facts and circumstances:

- The County does not, nor is it required by statute to provide general library services to the residents residing in unincorporated Skagit County.
- Historically, the City has provided library access to residents and nonresidents alike.
- Non-residents are required to pay a fee for library access.
- Due to increasing competition for funding and increasing library usage, the City is having difficulty providing access to residents and non-residents.
- The County, in 2021, has made funding available for a portion of the costs to provide for the purchase of materials for use by residents and non-resident users of libraries located within the City.

In consideration of the facts listed above, the Parties agree as follows:

1. During 2021 the County will provide the City a total sum of nine thousand two hundred and ninety eight dollars (\$9,298) to assist in providing library materials to the residents of unincorporated Skagit County. The sum will be distributed to the City based upon the library book, audio, film, video and subscription collection and circulation of each municipal library.
2. None of the County funds received by the City may be used to supplant funding that the City would otherwise provide for library services.
 - 2.1 The City must provide documentation that non-resident library users pay at least \$10 per library card.
 - 2.2 Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.
3. It is agreed that any portion not used for its intended purpose will be returned to the County within a reasonable time period after the close of the fiscal year.
4. All assets acquired as a result of this funding will become the property of the City. The City will be responsible for all aspects of library operation.

5. No Partnership or Joint Venture: No partnership and/or joint venture exist between the Parties, and no partnership and/or 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.
6. Administration: The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party.
 - 6.1 The County's representative shall be the Budget and Finance Director.
 - 6.2 The City's representative shall be the Library Director.
7. Indemnification: Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.
8. 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.
9. 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.
10. 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.
11. The term of this Agreement is the date of execution through December 31, 2021.

CITY OF BURLINGTON

Steve Sexton, Mayor

ATTEST:

Joseph Stewart, Finance Director

APPROVED AS TO FORM:

Leif Johnson, City Attorney

DATED this ____ day of _____, 2021.

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

Lisa Janicki, Chair

Peter Browning, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director