

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
7:00 p.m. February 23, 2017

CALL TO ORDER:

Mayor Sexton

Council Members: Aslett, Bieche, J. DeGloria, R. DeGloria, Edmundson, Loving and Montgomery
Staff: Blaine, Bloodgood, Dempsey, Erickson, Harrison, Hawes, Brad Johnson, Brittany Johnson, L. Johnson, Moser, Pulst, Schwetz, Sherwood, Sinclair, Van Wieringen, Ward, Yengoyan, and Zitkovich.

MINUTES:

City Council Meeting February 9, 2017

AUDIT OF BILLS:

PUBLIC COMMENTS:

COUNCIL COMMENTS:

MAYOR'S UPDATE:

PROCLAMATION:

SPECIAL PRESENTATION:

- 1) Skagit Valley Tulip Festival – Cindy Verge
- 2) Stormwater/LID Presentation – John Abenroth

OFFICERS REPORTS:

TBD

UNFINISHED BUSINESS:

CONSENT AGENDA:

NEW BUSINESS:

- 1) Historical Board Appointments
- 2) Agreement with Gray & Osborne for Engineering Services
- 3) Agreement Amendment with Contract Land Staff for Land Acquisition Services
- 4) Contract Amendment with Robert W. Droll, Landscape Architect, P.S. – Maiben Park Master Concept Plan
- 5) Council Ward Reconfiguration Discussion

FUTURE WORKSHOP:

EXECUTIVE SESSION:

- An Executive Session may be held to discuss Personnel, Litigation, and/or Land Acquisition.

ADJOURNMENT:

MEETINGS:

- 1) PUBLIC WORKS COMMITTEE: Tuesday **February 21, 2017** 4:00 p.m.
Public Works Conference Room, 833 S Spruce St
- 2) DOWNTOWN BURLINGTON ASSOCIATION: Wednesday **February 22, 2017** 9:00 a.m.
Chamber of Commerce, 520 E Fairhaven Ave
- 3) AUDIT & FINANCE COMMITTEE: Thursday **February 23, 2017** 4:00 p.m.
City Hall, 833 S Spruce Street
- 4) PARKS & RECREATION ADVISORY BOARD: Monday **March 6, 2017** 5:30 p.m.
Parks & Recreation, 900 E Fairhaven Ave
- 5) LIBRARY BOARD: Tuesday **March 7, 2017** 6:00 p.m.
Burlington Public Library, 820 E Washington Ave

February 2017

February 2017						
Su	Mo	Tu	We	Th	Fr	Sa
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26	27	28				

March 2017						
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26	27	28	29	30	31	

Sunday		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jan 29		30	31	Feb 1	2	3	4
5		6	7	8	9	10	11
		5:30pm Parks Board (Parks & Rec Dept) - Judy Sheahan	6:00pm Library Board (Library)		4:00pm Audit & Finance Committee (City Hall) 7:00pm Council Meeting		
12		13	14	15	16	17	18
			4:00pm Public Safety Committee (Public Safety Building)	1:00pm SKAT Board (Burlington City Hall) 7:00pm 9:00pm Planning Commission (City Council Chambers)			
19		20	21	22	23	24	25
			4:00pm Public Works Committee (Engineering Conf Room)	9:00am 10:00am Downtown Burlington Association (Visitor Information Center/Chamber of	4:00pm Audit & Finance (City Hall) 7:00pm Council Meeting		
26		27	28	Mar 1	2	3	4

Jan 29 - Feb 4

Feb 5 - 11

Feb 12 - 18

Feb 19 - 25

Feb 26 - Mar 4

March 2017

March 2017

April 2017

Su	Mo	Tu	We	Th	Fr	Sa
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26	27	28	29	30	31	Apr 1

Feb 26 - Mar 4

Mar 5 - 11

Mar 12 - 18

Mar 19 - 25

Mar 26 - Apr 1

February 9, 2017

CALL TO ORDER:

Mayor Steve Sexton called the meeting to order at 7:02 p.m., with the Pledge of Allegiance. Council members present: Bill Aslett, Tonya Bieche, Joe DeGloria, Rick DeGloria, Edie Edmundson, Chris Loving, and Ted Montgomery. Staff present: Craig Bloodgood, Brian Dempsey, Bryan Harrison, Brad Johnson, Brittany Johnson, Leif Johnson, Tom Moser, Renee Sinclair, Bill Van Wieringen, Sarah Ward, and Levon Yengoyan.

MINUTES:

A motion was made to approve the minutes of the January 26, 2017 council meeting by **Councilors Edmundson/J. DeGloria**. All in favor; motion carried.

AUDIT OF BILLS:

A motion was made by **Councilors R. DeGloria/Aslett** to approve Accounts Payable checks numbered 35342 – 35506 in the amount of \$790,625.50; and January 31st payroll checks numbered 35314 – 35341 in the amount of \$336,246.36. All in favor; motion carried.

PUBLIC COMMENTS:

Jason Kitman – 830 E Fairhaven Ave – discussed the retail marijuana license that he received from the State of Washington three years ago and his desire for council to amend the zoning for retail marijuana to include more areas of Burlington so that he may use the retail license he received.

Edgar – Bellingham WA – discussed the farmworkers union that has been developed and the union's goals for the future. Discussed the relationship between immigrant farmworkers and the economy of Skagit County. Notified council that there would be a march held on Sunday, February 12th from Burlington to Mount Vernon and invited council and the Mayor to participate.

Alfredo Juarez – 318 Stanford Drive, Mount Vernon – invited everyone to attend the march being held on Sunday, February 12th beginning at 10:00 a.m. at Autozone and Burlington and ending at the Skagit County Courthouse in Mount Vernon.

COUNCIL COMMENTS:

Councilor Aslett thanked City staff for the recap on sales tax that was provided to council.

Councilor Montgomery thanked the Public Works and Streets Department for the cleaning of Hulbush Lane.

February 9, 2017

MAYOR'S UPDATE:

Mayor Sexton reviewed the topics discussed at the EDASC Forecast dinner and stated that he was very disappointed in EDASC for their failure to mention the importance of retail sales tax as part of the economy in Skagit County. **Mayor Sexton** notified council that he, **City Administrator Bryan Harrison**, and **Public Works Director Marv Pulst** will be in Olympia next week for AWC City Action Days. The following week he and the **IT Manager Geoff Hawes** will be in Spokane regarding fiber optic plans.

SPECIAL PRESENTATIONS:

Skagit Valley YMCA Presentation – Cheryl Bishop, Bob Shrumm, Renata Maybruck

The group discussed the proposed project for the new YMCA facility located in Mount Vernon, Washington and a review of the land and the details of the new facility for the YMCA project. Discussed in details the project costs, proposed budget, and the fundraising that has been done for this project. Discussion followed regarding the number of Burlington residents currently utilizing the YMCA, projections for the future use, and the details of the funding that is being asked of the City of Burlington.

Boy's & Girl's Club Presentation – Ron McHenry &

The 2016 Academic Success award was presented to the Burlington Public Library for their collaborative partnership for the 2016 summer program at Maiben Park. Mr. McHenry discussed the plans for the 2017 summer program and the fundraising efforts being made to support this program. **Councilor Aslett** commented on the success that organizations can have when working together to meet the growing needs of the community. **City Administrator Bryan Harrison** discussed the success of the summer program and the future of the summer program in 2017.

OFFICER'S REPORTS:

City Administrator Bryan Harrison informed council that the City's new Parks & Recreation Director, Jennifer Berner, will begin on Wednesday, February 15th, that recruitment for Police Chief is open and the Community Reception will be held on April 20th and the interviews will be held on April 21st. **Harrison** stated that the historical cabinets were installed in City Hall and the Historical Board will be filling those cabinets.

Police Chief Bill Van Wieringen discussed the march that is scheduled for Sunday, February 12th, and stated that the Police Department is prepared.

February 9, 2017

NEW BUSINESS:

**AGREEMENT WITH SUMMIT SOLUTIONS GROUP, LLC – CONSULTING SERVICES
HISTORICAL BUILDING SURVEY**

City Administrator Bryan Harrison stated that this is an agreement for Historical Building Assessment in Burlington. **Harrison** discussed the history of the project and the grant related to this project. The project must be completed by May 2017. Details of the project and the timeline of the project were discussed.

A motion was made to select Summit Solutions Group, LLC as the contractor to perform an inventory of historic structures in downtown Burlington; and authorize the Mayor to sign the agreement by **Councilors Edmundson/Loving**. All in favor; motion carried.

MAIBEN PARK MASTER PLAN

Bob Droll, Landscape Architect, P.S. reviewed the timeline of the design process for this project, the master plan details and proposed improvements within the master plan for Maiben Park. **Mr. Droll** reviewed the five phases of the master plan and the costs associated. Details of the projected maintenance and the cost associated were discussed.

**APPROVAL OF PURCHASE OF TWO CHEVROLET TAHOE POLICE PACKAGE PATROL
VEHICLES BUDGETED FOR 2017**

Police Chief Bill Van Wieringen discussed the timeline for ordering the vehicles and the need for the vehicles. Discussion followed regarding the need for the vehicles within the Police Department.

A motion was made to approve the issuance of a purchase order to Bud Clary Auto Dealerships for the purchase of two Chevrolet Tahoe police package patrol vehicles by **Councilors Loving/Bieche**. **Councilors Aslett/R. DeGloria/Edmundson/Montgomery** in favor; **Councilor J. DeGloria** opposed; motion carried.

APPROVAL OF PURCHASE OF ONE FORD INTERCEPTOR VEHICLE BUDGETED FOR 2017

Police Chief Bill Van Wieringen discussed the timeline for ordering the Ford Interceptor and stated that Ford had not given the department a cut-off date for ordering. Discussion followed regarding the need for the vehicles within the Police Department. **Councilor Bieche** stated that she would like to see bicycles ordered for the Police Department in the future.

A motion was made to approve the issuance of a purchase order to Columbia Ford for the purchase of one 2017 Ford Interceptor vehicle by **Councilors Loving/Bieche**.

February 9, 2017

Councilors Aslett/R. DeGloria/Edmundson/Montgomery in favor; **Councilor J. DeGloria** opposed; motion carried.

EXECUTIVE SESSION

City Attorney Leif Johnson stated that an Executive Session will be held Per RCW 42.30.110 to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. The executive session should take approximately thirty minutes and action is expected as a result of the executive session. Council and city staff adjourned for Executive Session at 8:12 p.m.

ADJOURNMENT:

Mayor Steve Sexton adjourned the meeting at 8:49 p.m.

Renee Sinclair
Director of Budget & Accounting

Steve Sexton
Mayor

Motion to confirm the appointments of Christine Cooper, Muriel Neely, and Larry Gilbert to the Historical Board as recommended by the Historical Board.

(9 hits)

Chapter 2.96 HISTORICAL PRESERVATION ORDINANCE

Sections:

- 2.96.010 Historic preservation commission establishment and purpose.
- 2.96.015 Definitions.
- 2.96.020 Burlington historic preservation commission.
- 2.96.030 Duties and responsibilities.
- 2.96.040 Rules and officers.
- 2.96.050 Meetings.
- 2.96.060 Burlington register of historic places.
- 2.96.070 Review of changes to Burlington register of historic places and properties.
- 2.96.080 Review and monitoring of properties for special property tax valuation.

2.96.010 Historic preservation commission establishment and purpose.

A. There is established a Burlington historic preservation commission, which shall be advisory to the mayor and city council. The purpose of the board shall be to preserve and share Burlington's local history, enabling residents and visitors to perceive Burlington's past, understand the present, and appreciate Burlington's regional heritage in planning for the future by making recommendations through the Burlington parks and recreation advisory board to the mayor and city council.

B. The purpose of this chapter is to provide for the identification, evaluation, designation, and protection of designated historic and prehistoric resources within the boundaries of the city of Burlington and preserve and rehabilitate eligible historic properties within the city of Burlington for future generations through special valuation, a property tax incentive, as provided in chapter 84.26 RCW, in order to:

1. Safeguard the heritage of the city as represented by those buildings, districts, objects, sites and structures which reflect significant elements of the city's history;
2. Foster civic and neighborhood pride in the beauty and accomplishments of the past, and a sense of identity based on the city's history;
3. Stabilize or improve the aesthetic and economic vitality and values of such sites, improvements and objects;
4. Assist, encourage and provide incentives to private owners for preservation, restoration, redevelopment and use of outstanding historic buildings, districts, objects, sites and structures;
5. Promote and facilitate the early identification and resolution of conflicts between the preservation of historic resources and alternative land uses; and
6. Conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment. (Ord. 1789 § 1, 2013; Ord. 1719 § 1, 2010).

2.96.015 Definitions.

The following words and terms when used in this chapter shall mean as follows, unless a different meaning clearly appears from the context:

A. "Burlington historic inventory" or "inventory" means the comprehensive inventory of historic and prehistoric resources within the boundaries of the city of Burlington.

B. "Burlington historic preservation commission" or "commission" means the commission created by BMC 2.96.010.

C. "Burlington register of historic places," "local register," or "register" means the listing of locally designated properties provided for in BMC 2.96.060.

D. "Actual cost of rehabilitation" means costs incurred within 24 months prior to the date of application and directly resulting from one or more of the following: (1) improvements to an existing building located on or within the perimeters of the original structure; or (2) improvements outside of but directly attached to the original structure which are necessary to make the building fully usable but shall not include rentable/habitable floor-space attributable to new construction; or (3) architectural and engineering services attributable to the design of the improvements; or (4) all costs defined as "qualified rehabilitation expenditures" for purposes of the federal historic preservation investment tax credit.

E. A "building" is a structure constructed by human beings. This includes both residential and nonresidential buildings, main and accessory buildings.

F. "Certificate of appropriateness" means the document indicating that the commission has reviewed the proposed changes to a local register property or within a local register historic district and certified the changes as not adversely affecting the historic characteristics of the property which contribute to its designation.

G. "Certified local government" or "CLG" means the designation reflecting that the local government has been jointly certified by the State Historic Preservation Officer and the National Park Service as having established its own historic preservation commission and a program meeting federal and state standards.

H. "Class of properties eligible to apply for special valuation in Burlington" means all properties listed on the National Register of Historic Places or certified as contributing to a National Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in chapter 84.26 RCW, until the city of Burlington becomes a certified local government (CLG). Once a CLG, the class of properties eligible to apply for special valuation in Burlington means only properties listed on the Burlington register of historic places or properties certified as contributing to a Burlington register historic district which have been substantially rehabilitated at a cost and within a time period which meet the requirements set forth in chapter 84.26 RCW.

I. "Cost" means the actual cost of rehabilitation, which cost shall be at least 25 percent of the assessed valuation of the historic property, exclusive of the assessed value attributable to the land, prior to rehabilitation.

J. A "district" is a geographically definable area – urban or rural, small or large – possessing a significant concentration, linkage, or continuity of sites, buildings, structures, and/or objects united by past events or aesthetically by plan or physical development.

K. "Emergency repair" means work necessary to prevent destruction or dilapidation to real property or structural appurtenances thereto immediately threatened or damaged by fire, flood, earthquake or other disaster.

L. "Historic property" means real property together with improvements thereon, except property listed in a register primarily for objects buried below ground, which is listed in a local register of a certified local government or the National Register of Historic Places.

M. "Incentives" are such rights or privileges or combination thereof which the city council, or other local, state, or federal public body or agency, by virtue of applicable present or future legislation, may be authorized to grant or

obtain for the owner(s) of register properties. Examples of economic incentives include but are not limited to tax relief, conditional use permits, rezoning, street vacation, planned unit development, transfer of development rights, facade easements, gifts, preferential leasing policies, beneficial placement of public improvements or amenities, or the like.

N. "Local review board" or "board" used in chapter 84.26 RCW and chapter 254-20 WAC for the special valuation of historic properties means the commission created in BMC 2.96.010.

O. "National Register of Historic Places" means the national listing of properties significant to our cultural history because of their documented importance to our history, architectural history, engineering, or cultural heritage.

P. An "object" is a thing of functional, aesthetic, cultural, historical, or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.

Q. "Ordinary repair and maintenance" means work for which a permit issued by the city is not required by law, and where the purpose and effect of such work is to correct any deterioration or decay of or damage to the real property or structure appurtenance therein and to restore the same, as nearly as may be practicable, to the condition prior to the occurrence of such deterioration, decay, or damage.

R. "Owner" of property is the fee simple owner of record as exists on the Skagit County assessor's records.

S. "Significance" or "significant" used in the context of historic significance means the following: a property with local, state, or national significance is one which helps in the understanding of the history or prehistory of the local area, state, or nation (whichever is applicable) by illuminating the local, statewide, or nationwide impact of the events or persons associated with the property, or its architectural type or style in information potential. The local area can include Burlington, Skagit County or Northwest Washington, or a modest geographic or cultural area, such as a neighborhood. Local significance may apply to a property that illustrates a theme that is important to one or more localities; state significance to a theme important to the history of the state; and national significance to property of exceptional value in representing or illustrating an important theme in the history of the nation.

T. A "site" is a place where a significant event or pattern of events occurred. It may be the location of prehistoric or historic occupation or activities that may be marked by physical remains; or it may be the symbolic focus of a significant event or pattern of events that may not have been actively occupied. A site may be the location of ruined or now non-extant buildings or structures if the location itself possesses historic cultural or archaeological significance.

U. "Special valuation for historic properties" or "special valuation" means the local option program which when implemented makes available to property owners a special tax valuation for rehabilitation of historic properties under which the assessed value of an eligible historic property is determined at a rate that excludes, for up to 10 years, the actual cost of the rehabilitation (chapter 84.26 RCW).

V. "State Register of Historic Places" means the state listing of properties significant to the community, state, or nation but which may or may not meet the criteria of the National Register.

W. A "structure" is a work made up of interdependent and interrelated parts in a definite pattern of organization. Generally constructed by man, it is often an engineering project.

X. "Universal Transverse Mercator" or "UTM" means the grid zone in metric measurement providing for an exact point of numerical reference.

Y. "Waiver of a certificate of appropriateness" or "waiver" means the document indicating that the commission has reviewed the proposed whole or partial demolition of a local register property or in a local register historic

district and failing to find alternatives to demolition has issued a waiver of a certificate of appropriateness which allows the building or zoning official to issue a permit for demolition.

Z. "Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties" or "State Advisory Council's Standards" means the rehabilitation and maintenance standards used by the Burlington historic preservation commission as minimum requirements for determining whether or not an historic property is eligible for special valuation and whether or not the property continues to be eligible for special valuation once it has been so classified. (Ord. 1789 § 2, 2013).

2.96.020 Burlington historic preservation commission.

A. Creation and Size. There is hereby established the Burlington historic preservation commission, consisting of nine members. Members of the Burlington historic preservation commission shall be appointed by the mayor and approved by the city council and shall be residents of Burlington and Skagit County, except as provided in subsection (B) of this section.

The historic preservation commission shall consist of nine members, including a representative of the Burlington parks board, a representative of the Burlington Parks Foundation, a member of the Burlington city council, a member of the Skagit Valley Genealogical Society, a member representing the Skagit County Historical Society, two historic resource professionals as defined in subsection (B) of this section, and two at-large citizens of Burlington. All members shall be appointed by the mayor with the approval of the city council for a term of three years, with the exception of the Burlington city council representative, which will change annually. The initial terms of the board members shall be staggered, to wit: the Burlington city council member shall be initially appointed to a term of one year, the representatives of the Burlington parks board, Burlington Parks Foundation, and genealogical society shall be initially appointed to a term of two years, and the member of the Skagit Valley Historical Society, two historic resource professionals and two at-large members shall initially be appointed to terms of three years. The two at-large positions, the city council representative and the Burlington parks advisory board representative must be residents of the Burlington recreation service area as defined in the parks and recreation comprehensive plan. Upon vacancy, the mayor shall appoint a board member to fill the unexpired portion of the term. The Burlington parks director shall serve as an ex officio, nonvoting member.

B. Composition of the Commission.

1. All members of the commission must have a demonstrated interest and competence in historic preservation and possess qualities of impartiality and broad judgment.
2. The commission shall always include at least two professionals who have experience in identifying, evaluating, and protecting historic resources and are selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation, and landscape architecture, or related disciplines. The commission action that would otherwise be valid shall not be rendered invalid by the temporary vacancy of one or all of the professional positions, unless the commission action is related to meeting certified local government (CLG) responsibilities cited in the certification agreement between the mayor and the State Historic Preservation Officer on behalf of the state. Furthermore, exception to the residency requirement of commission members may be granted by the mayor and city council in order to obtain representatives from these disciplines.
3. In making appointments, the mayor may consider names submitted from any source, but the mayor shall notify history and city development related organizations of vacancies so that names of interested and qualified individuals may be submitted by such organizations for consideration along with names from any other source. (Ord. 1789 § 3, 2013; Ord. 1755 § 1, 2012; Ord. 1721 § 1, 2010; Ord. 1719 § 1, 2010).

2.96.030 Duties and responsibilities.

The responsibilities of the historic preservation commission shall include all responsibilities necessary to carry out the purpose of the commission as set forth in BMC 2.96.010, Historic preservation commission establishment and purpose, which duties shall include, but not be limited to:

A. The major responsibility of the historic preservation commission is to identify and actively encourage the conservation of the city's historic resources by initiating and maintaining a register of historic places and reviewing proposed changes to register properties; to raise community awareness of the city's history and historic resources; and to serve as the city's primary resource in matters of history, historic planning, and preservation.

In carrying out these responsibilities, the historic preservation commission shall engage in the following:

1. Conduct and maintain a comprehensive inventory of historic resources within the boundaries of the city of Burlington and known as the Burlington historic inventory, and publicize and periodically update inventory results. Properties listed on the inventory shall be recorded on official zoning records with an "HI" (for historic inventory designation). This designation shall not change or modify the underlying zone classification.
2. Initiate and maintain the Burlington register of historic places. This official register shall be compiled of buildings, structures, sites, objects, and districts identified by the commission as having historic significance worthy of recognition and protection by the city of Burlington and encouragement of efforts by owners to maintain, rehabilitate, and preserve properties.
3. Review nominations to the Burlington register of historic places according to criteria in BMC 2.96.060 and adopt standards in its rules to be used to guide this review.
4. Review proposals to construct, change, alter, modify, remodel, move, demolish, or significantly affect properties or districts on the register as provided in BMC 2.96.070; and adopt standards in its rules to be used to guide this review and the issuance of a certificate of appropriateness or waiver.
5. Provide for the review either by the commission or its staff of all applications for approvals, permits, environmental assessments or impact statements, and other similar documents pertaining to identified historic resources or adjacent properties.
6. Conduct all commission meetings in compliance with chapter 42.30 RCW, Open Public Meetings Act, to provide for adequate public participation and adopt standards in its rules to guide this action.
7. Participate in, promote and conduct public information, educational and interpretive programs pertaining to historic and prehistoric resources.
8. Establish liaison support, communication and cooperation with federal, state, and other local government entities which will further historic preservation objectives, including public education, within the Burlington area.
9. Review and comment to the city council on land use, housing and redevelopment, municipal improvement and other types of planning and programs undertaken by any agency of the city, other neighboring communities, Skagit County, the state or federal governments, as they relate to historic resources of the city of Burlington.
10. Advise the city council and the mayor generally on matters of Burlington history and historic preservation.
11. Perform other related functions assigned to the commission by the city council or the mayor.

12. Provide information to the public on methods of maintaining and rehabilitating historic properties. This may take the form of pamphlets, newsletters, workshops, or similar activities.

13. Officially recognize excellence in the rehabilitation of historic buildings, structures, sites and districts, and new construction in historic areas; and encourage appropriate measures for such recognition.

14. Be informed about and provide information to the public and city departments on incentives for preservation of historic resources including legislation, regulations and codes which encourage the use and adaptive reuse of historic properties.

15. Review nominations to the State and National Registers of Historic Places.

16. Investigate and report to the city council on the use of various federal, state, local or private funding sources available to promote historic resource preservation in the city of Burlington.

17. Serve as the local review board for special valuation and:

- a. Make determination concerning the eligibility of historic properties for special valuation;
- b. Verify that the improvements are consistent with the Washington State Advisory Council's Standards for Rehabilitation and Maintenance;
- c. Enter into agreements with property owners for the duration of the special valuation period as required under WAC 254-20-070(2);
- d. Approve or deny applications for special valuation;
- e. Monitor the property for continued compliance with the agreement and statutory eligibility requirements during the 10-year special valuation period; and
- f. Adopt bylaws and/or administrative rules and comply with all other local review board responsibilities identified in chapter 84.26 RCW.

18. The commission shall adopt rules of procedure to address subsections (A)(3), (4), (6), and (18) of this section, inclusive.

B. Disseminate historical information to any interested persons, groups, and institutions by any of the following means: publishing historical materials such as newsletters and books; maintaining a website that presents information and photographs; holding meetings featuring workshops, lectures, or informative programs; conducting historic tours; marking or restoring historic buildings and sites; and similar means.

C. Plan for the future.

D. Make recommendations to the Burlington parks and recreation advisory board on matters concerning park property.

E. Compensation. All members shall serve without compensation.

F. Commission Staff. Commission and professional staff assistance shall be provided by the planning and community development and parks and recreation departments with additional assistance and information to be provided by other city departments as may be necessary to aid the commission in carrying out its duties and responsibilities under this chapter. (Ord. 1789 § 3, 2013; Ord. 1719 § 1, 2010).

2.96.040 Rules and officers.

The historic preservation commission shall establish and adopt its own rules of procedure, and shall select from among its membership a chairperson and such other officers as may be necessary to conduct the commission's business. (Ord. 1789 § 4, 2013; Ord. 1719 § 1, 2010).

2.96.050 Meetings.

The historic preservation commission shall hold at least one annual meeting between October 1st and December 31st and at least three additional meetings throughout the year as required to fulfill the duties of the board. All meetings shall be open to the public. (Ord. 1789 § 4, 2013; Ord. 1719 § 1, 2010).

2.96.060 Burlington register of historic places.

A. Criteria for Determining Designation in the Register. Any building, structure, site, object, or district may be designated for inclusion in the Burlington register if it is significantly associated with the history, architecture, archaeology, engineering, or cultural heritage of the community; if it has integrity; is at least 50 years old, or is of lesser age and has exceptional importance; and if it falls in at least one of the following categories:

1. Is associated with events that have made a significant contribution to the broad patterns of national, state, or local history.
2. Embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction.
3. Is an outstanding work of a designer, builder, or architect who has made a substantial contribution to the art.
4. Exemplifies or reflects special elements of the city's cultural, social, economic, political, aesthetic, engineering, or architectural history.
5. Is associated with the lives of persons significant in national, state, or local history.
6. Has yielded or may be likely to yield important archaeological information related to history or prehistory.
7. Is a building or structure removed from its original location but which is significant primarily for architectural value, or which is the only surviving structure significantly associated with an historic person or event.
8. Is a birthplace or grave of an historical figure of outstanding importance and is the only surviving structure or site associated with that person.
9. Is a cemetery which derives its primary significance from age, from distinctive design features, or from association with historic events or cultural patterns.
10. Is a reconstructed building that has been executed in an historically accurate manner on the original site.
11. Is a creative and unique example of folk architecture and design created by persons not formally trained in the architectural or design professions, and which does not fit into formal architectural or historical categories.

B. Process for Designating Properties or Districts to the Burlington Historic Register.

1. Any person may nominate a building, structure, site, object, or district for inclusion in the Burlington register. Members of the historic preservation commission or the commission as a whole may generate

nominations. In its designation decision, the commission shall consider the Burlington historic inventory and the comprehensive plan.

2. In the case of individual properties, the designation shall include the UTM reference and all features – interior and exterior – and outbuildings that contribute to its designation.

3. In the case of districts, the designation shall include description of the boundaries of the district; the characteristics of the district justifying its designation; and a list of all properties including features, structures, sites, and objects contributing to the designation of the district.

4. The historic preservation commission shall consider the merits of the nomination, according to the criteria in subsection (A) of this section and according to the nomination review standards established in rules, at a public meeting. Adequate notice will be given to the public, the owner(s) and the authors of the nomination, if different, and lessees, if any, of the subject property prior to the public meeting according to standards for public meetings established in rules and in compliance with chapter 42.30 RCW, Open Public Meetings Act. Such notice shall include publication in a newspaper of general circulation in Burlington and any other form of notification deemed appropriate by the city. If the commission finds that the nominated property is eligible for the Burlington historic register, the commission shall make a recommendation to the city council that the property be listed in the register with the owner's consent. In the case of historic districts, the commission shall consider a simple majority of property owners to be adequate for owner consent. Owner consent and notification procedures in the case of districts shall be further defined in rules. The public, property owner(s) and the authors of the nomination, if different, and lessees, if any, shall be notified of the listing.

5. Properties listed on the Burlington historic register shall be recorded on official zoning records with an "HR" (for historic register) designation. This designation shall not change or modify the underlying zone classification.

C. Removal of Properties from the Register. In the event that any property is no longer deemed appropriate for designation to the Burlington historic register, the commission may initiate removal from such designation by the same procedure as provided for in establishing the designation, subsection (B) of this section. A property may not be removed from the Burlington historic register without the owner's consent.

1. Listing on the Burlington historic register is an honorary designation denoting significant association with the historic, archaeological, engineering, or cultural heritage of the community. Properties are listed individually or as contributing properties to an historic district.

2. Prior to the commencement of any work on a register property, excluding ordinary repair and maintenance and emergency measures defined in BMC 2.96.015, Definitions, the owner must request and receive a certificate of appropriateness from the commission for the proposed work. Violation of this rule shall be grounds for the commission to review the property for removal from the register.

3. Prior to whole or partial demolition of a register property, the owner must request and receive a waiver of a certificate of appropriateness.

4. Once the city of Burlington is certified as a certified local government (CLG), all properties listed on the Burlington historic register may be eligible for special tax valuation on their rehabilitation (BMC 2.96.080). (Ord. 1789 § 4, 2013).

2.96.070 Review of changes to Burlington register of historic places and properties.

A. Review Required. No person shall change the use, construct any new building or structure, or reconstruct, alter, restore, remodel, repair, move, or demolish any existing property on the Burlington historic register or within

an historic district on the Burlington historic register without review by the commission and without receipt of a certificate of appropriateness, or in the case of demolition, a waiver, as a result of the review.

The review shall apply to all exterior features of the property that contribute to its designation and are listed on the nomination form. Information required by the commission to review the proposed changes is established in rules.

B. Exemptions. The following activities do not require a certificate of appropriateness or review by the commission: ordinary repair and maintenance, which includes painting, or emergency measures defined in BMC 2.96.015, Definitions.

C. Review Process.

1. Requests for Review and Issuance of a Certificate of Appropriateness or Waiver. The building or zoning official shall report any application for a permit to work on a designated Burlington historic register property or in a Burlington historic register historic district to the commission. If the activity is not exempt from review, the commission or professional staff shall notify the applicant of the review requirements. The building or zoning official shall not issue any such permit until a certificate of appropriateness or a waiver is received from the commission but shall work with the commission in considering building and fire code requirements.

2. Commission Review. The owner or his/her agent (architect, contractor, lessee, etc.) shall apply to the commission for a review of proposed changes on a Burlington historic register property or within a Burlington historic register historic district and request a certificate of appropriateness or, in the case of demolition, a waiver. Each application for review of proposed changes shall be accompanied by such information as is required by the commission, established in its rules for the proper review of the proposed project.

The commission shall meet with the applicant and review the proposed work according to the design review criteria established in rules. Unless legally required, there shall be no notice, posting, or publication requirements for action on the application, but all such actions shall be made at regular meetings of the commission. The commission shall complete its review and make its recommendations within 30 calendar days of the date of receipt of the application. If the commission is unable to process the request, the commission may ask for an extension of time.

The commission's recommendations shall be in writing and shall state the findings of fact and reasons relied upon in reaching its decision. Any conditions agreed to by the applicant in this review process shall become conditions of approval of the permits granted. If the owner agrees to the commission's recommendations, a certificate of appropriateness shall be awarded by the commission according to standards established in the commission's rules.

The commission's recommendations and, if awarded, the certificate of appropriateness shall be transmitted to the building or zoning official. If a certificate of appropriateness is awarded, the building or zoning official may then issue the permit.

3. Demolition. A waiver of the certificate of appropriateness is required before a permit may be issued to allow whole or partial demolition of a designated Burlington historic register property or in a Burlington historic district. The owner or his/her agent shall apply to the commission for a review of the proposed demolition and request a waiver. The applicant shall meet with the commission in an attempt to find alternatives to demolition. These negotiations may last no longer than 45 calendar days from the initial meeting of the commission, unless either party requests an extension. If no request for an extension is made and no alternative to demolition has been agreed to, the commission shall act and advise the official

in charge of issuing a demolition permit of the approval or denial of the waiver of a certificate of appropriateness. Conditions in the case of granting a demolition permit may include allowing the commission up to 45 additional calendar days to develop alternatives to demolition. When issuing a waiver the board may require the owner to mitigate the loss of the Burlington historic register property by means determined by the commission at the meeting. Any conditions agreed to by the applicant in this review process shall become conditions of approval of the permits granted. After the property is demolished, the commission shall initiate removal of the property from the register.

4. Appeal of Approval or Denial of a Waiver of a Certificate of Appropriateness. The commission's decision regarding a waiver of a certificate of appropriateness may be appealed to the city council within 10 days. The appeal must state the grounds upon which the appeal is based.

The appeal shall be reviewed by the council only on the records of the commission. Appeal of the council's decision regarding a waiver of a certificate of appropriateness may be appealed to superior court. (Ord. 1811 § 1, 2015; Ord. 1789 § 4, 2013).

2.96.080 Review and monitoring of properties for special property tax valuation.

A. Timelines.

1. Applications shall be forwarded to the commission by the assessor within 10 calendar days of filing.
2. The deadline for applications to be submitted by those requesting special valuation is October 1st each year. Applications shall be reviewed by the commission before December 31st of the calendar year in which the application is made.
3. Commission decisions regarding the applications shall be certified in writing and filed with the assessor within 10 calendar days of issuance.

B. Procedure.

1. The assessor forwards the application(s) to the commission.
2. The commission reviews the application(s), consistent with its rules of procedure, and determines if the application(s) are complete and if the properties meet the criteria set forth in WAC 254-20-070(1) and listed in BMC 2.96.060.
 - a. If the commission finds the properties meet all the criteria, then, on behalf of the city of Burlington, it enters into an historic preservation special valuation agreement (set forth in WAC 254-20-120 and in this section) with the owner. Upon execution of the agreement between the owner and commission, the commission approves the application(s).
 - b. If the commission determines the properties do not meet all the criteria, then it shall deny the application(s).
3. The commission certifies its decisions in writing and states the facts upon which the approvals or denials are based and files copies of the certifications with the assessor.
4. For approved applications:
 - a. The commission forwards copies of the agreements, applications, and supporting documentation (as required by WAC 254-20-090(4) and identified in BMC 2.96.060) to the assessor;
 - b. Notifies the State Review Board that the properties have been approved for special valuation; and

c. Monitors the properties for continued compliance with the agreements throughout the 10-year special valuation period.

5. The commission determines, in a manner consistent with its rules of procedure, whether or not properties are disqualified from special valuation either because of:

- a. The owner's failure to comply with the terms of the agreement; or
- b. Because of a loss of historic value resulting from physical changes to the building or site.

6. For disqualified properties, in the event that the commission concludes that a property is no longer qualified for special valuation, the commission shall notify the owner, assessor, and Department of Archaeology and Historic Preservation in writing and state the facts supporting its findings.

C. Criteria.

1. Historic Property Criteria. The class of historic property eligible to apply for special valuation in Burlington means properties listed on the National Register of Historic Places or certified as contributing to a National Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in chapter 84.26 RCW, until the city of Burlington becomes a certified local government (CLG). Once a CLG, the class of property eligible to apply for special valuation in Burlington means properties listed on the Burlington register of historic places or properties certified as contributing to a Burlington register historic district which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in chapter 84.26 RCW.

2. Application Criteria. Complete applications shall consist of the following documentation:

- a. A legal description of the historic property;
- b. Comprehensive exterior and interior photographs of the historic property before and after rehabilitation;
- c. Architectural plans or other legible drawings depicting the completed rehabilitation work;
- d. A notarized affidavit attesting to the actual cost of the rehabilitation work completed prior to the date of application and the period of time during which the work was performed and documentation of both to be made available to the commission upon request; and
- e. For properties located within historic districts, in addition to the standard application documentation, a statement from the Secretary of the Interior or appropriate local official, as specified in local administrative rules or by the local government, indicating the property is a certified historic structure is required.

3. Property Review Criteria. In its review the commission shall determine if the properties meet all the following criteria:

- a. The property is historic property;
- b. The property is included within a class of historic property determined eligible for special valuation by the city of Burlington under this section;
- c. The property has been rehabilitated at a cost which meets the definition set forth in RCW 84.26.020(2) (and identified in this section) within 24 months prior to the date of application; and

d. The property has not been altered in any way which adversely affects those elements which qualify it as historically significant as determined by applying the Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties (WAC 254-20-100(1) and listed in this section).

4. Rehabilitation and Maintenance Criteria. The Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties in WAC 254-20-100 shall be used by the commission as minimum requirements for determining whether or not an historic property is eligible for special valuation and whether or not the property continues to be eligible for special valuation once it has been so classified.

D. Agreement. The historic preservation special valuation agreement in WAC 254-20-120 shall be used by the commission as the minimum agreement necessary to comply with the requirements of RCW 84.26.050(2).

E. Appeals. Any decision of the commission acting on any application for classification as historic property, eligible for special valuation, may be appealed to superior court under RCW 34.05.510 through 34.05.598 in addition to any other remedy of law. Any decision on the disqualification of historic property eligible for special valuation, or any other dispute, may be appealed to the county board of equalization. (Ord. 1811 § 2, 2015; Ord. 1789 § 5, 2013).

The Burlington Municipal Code is current through Ordinance 1817, passed June 25, 2015.

Disclaimer: The City Clerk's Office has the official version of the Burlington Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

AN ORDINANCE of the City of Burlington amending BMC Chapter 2.96 Historical Preservation Advisory Board and Ordinances 1719, 1721 and 1755 to rename the Chapter as the Historic Preservation Ordinance; amending BMC 2.96.010 to expand the purpose; adding a new section BMC 2.96.015 Definitions; amending BMC 2.96.020 size and composition of the Commission; amending BMC 2.96.030 duties and responsibilities of the Commission; amending BMC 2.96.040 Rules and Officers; amending BMC 2.96.040 Meetings; adding a new section BMC 2.96.060 Burlington Register of Historic Places; adding a new section BMC 2.96.070 Review of Changes to Burlington Register of Historic Places and Properties; and adding a new section 2.96.080 Review and Monitoring of Properties for Special Property Tax Valuation.

WHEREAS, the Burlington Historic Preservation Advisory Board discussed the proposal to take advantage of the opportunities afforded by participating in the Certified Local Government program, for development of a Burlington Historic Register and data base that will also form the basis for property tax incentives when buildings are restored, and made a recommendation to send the proposal to City Council, and

WHEREAS, the adoption of this ordinance sets a strategy in place that will enhance the community's opportunity to document the historical buildings and sites in Burlington and to actively encourage their preservation with a property tax incentive, and

WHEREAS, participation in the Certified Local Government program that is sponsored by the National Park Service opens new doors for community involvement and grant funding, and

WHEREAS, the City Council has considered the proposal and the recommendation of the Historic Preservation Advisory Board, and a decision has been made to amend the Burlington Municipal Code Chapter 2.96 for the purpose of participating in the Certified Local Government program; and

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

Section 1. Burlington Municipal Code Section 2.96.010 Advisory Board establishment and purpose, is hereby revised and reenacted, the amended section to read as follows:

2.96.010 ~~Advisory board~~ Historic Preservation Commission establishment and purpose.

A. There is established a Burlington historical preservation ~~advisory board~~ commission, which shall be advisory to the mayor and city council. The purpose of the board shall be to preserve and share Burlington's local history, enabling residents and visitors to perceive Burlington's past, understand the present, and appreciate Burlington's regional heritage in planning for the future by making recommendations through the Burlington parks and recreation advisory board to the mayor and city council.

B. The purpose of this chapter is to provide for the identification, evaluation, designation, and protection of designated historic and prehistoric resources within the boundaries of the city of Burlington and preserve and rehabilitate eligible historic properties within the city of Burlington for future generations through special valuation, a property tax incentive, as provided in Chapter 84.26 RCW in order to:

1. Safeguard the heritage of the city as represented by those buildings, districts, objects, sites and structures which reflect significant elements of the city's history;
2. Foster civic and neighborhood pride in the beauty and accomplishments of the past, and a sense of identity based on the city's history;
3. Stabilize or improve the aesthetic and economic vitality and values of such sites, improvements and objects;
4. Assist, encourage and provide incentives to private owners for preservation, restoration, redevelopment and use of outstanding historic buildings, districts, objects, sites and structures;
5. Promote and facilitate the early identification and resolution of conflicts between the preservation of historic resources and alternative land uses; and,
6. Conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment.

Section 2. A new Burlington Municipal Code Section 2.96.015 Definitions is hereby adopted, which shall read as follows:

2.96.015 Definitions.

The following words and terms when used in this chapter shall mean as follows, unless a different meaning clearly appears from the context:

- A. "Burlington Historic Inventory" or "Inventory" means the comprehensive inventory of historic and prehistoric resources within the boundaries of the City of Burlington.
- B. "Burlington Historic Preservation Commission" or "Commission" means the commission created by Section 2.96.010 herein.
- C. "Burlington Register of Historic Places", "Local Register", or "Register" means the listing of locally designated properties provided for in Section _____ herein.
- D. "Actual Cost of Rehabilitation" means costs incurred within twenty-four months prior to the date of application and directly resulting from one or more of the following: a) improvements to an existing building located on or within the perimeters of the original structure; or b) improvements outside of but directly attached to the original structure which are necessary to make the building fully useable but shall not include rentable/habitable floor-space attributable to new construction; or c) architectural and engineering services attributable to the design of the improvements; or d) all costs defined as "qualified rehabilitation expenditures" for purposes of the federal historic preservation investment tax credit.
- E. A "building" is a structure constructed by human beings. This includes both residential and nonresidential buildings, main and accessory buildings.
- F. "Certificate of Appropriateness" means the document indicating that the commission has reviewed the proposed changes to a local register property or within a local register historic district and certified the changes as not adversely affecting the historic characteristics of the property which contribute to its designation.
- G. "Certified Local Government" or "CLG" means the designation reflecting that the local government has been jointly certified by the State Historic Preservation Officer and the National Park Service as having established its own historic preservation commission and a program meeting Federal and State standards.

- H. "Class of properties eligible to apply for Special Valuation in Burlington" means all properties listed on the National Register of Historic Places or certified as contributing to a National Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in Chapter 84.26 RCW, until the city of Burlington becomes a Certified Local Government (CLG). Once a CLG, the class of properties eligible to apply for Special Valuation in Burlington means only properties listed on the Burlington Register of Historic Places or properties certified as contributing to a Burlington Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in Chapter 84.26 RCW.
- I. "Cost" means the actual cost of rehabilitation, which cost shall be at least twenty-five percent of the assessed valuation of the historic property, exclusive of the assessed value attributable to the land, prior to rehabilitation.
- J. A "district" is a geographically definable area urban or rural, small or large—possessing a significant concentration, linkage, or continuity of sites buildings, structures, and/or objects united by past events or aesthetically by plan or physical development.
- K. "Emergency repair" means work necessary to prevent destruction or dilapidation to real property or structural appurtenances thereto immediately threatened or damaged by fire, flood, earthquake or other disaster.
- L. "Historic property" means real property together with improvements thereon, except property listed in a register primarily for objects buried below ground, which is listed in a local register of a Certified Local Government or the National Register of Historic Places.
- M. "Incentives" are such rights or privileges or combination thereof which the City Council, or other local, state, or federal public body or agency, by virtue of applicable present or future legislation, may be authorized to grant or obtain for the owner(s) of Register properties. Examples of economic incentives include but are not limited to tax relief, conditional use permits, rezoning, street vacation, planned unit development, transfer of development rights, facade easements, gifts, preferential leasing policies, beneficial placement of public improvements or amenities, or the like.
- N. "Local Review Board", or "Board" used in Chapter 84.26 RCW and Chapter 254-20 WAC for the special valuation of historic properties means the commission created in Section 2.96.010 herein.
- O. "National Register of Historic Places" means the national listing of properties significant to our cultural history because of their documented importance to our history, architectural history, engineering, or cultural heritage.
- P. An "object" is a thing of functional, aesthetic, cultural, historical, or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.
- Q. "Ordinary repair and maintenance" means work for which a permit issued by the city is not required by law, and where the purpose and effect of such work is to correct any deterioration or decay of or damage to the real property or structure appurtenance therein and to restore the same, as nearly as may be practicable, to the condition prior to the occurrence of such deterioration, decay, or damage.
- R. "Owner" of property is the fee simple owner of record as exists on the Skagit County Assessor's records.
- S. "Significance" or "significant" used in the context of historic significance means the following: a property with local, state, or national significance is one which helps in the understanding of the history or prehistory of the local area, state, or nation (whichever is applicable) by illuminating the local, statewide, or

nationwide impact of the events or persons associated with the property, or its architectural type or style in information potential. The local area can include Burlington, Skagit County or Northwest Washington, or a modest geographic or cultural area, such as a neighborhood. Local significance may apply to a property that illustrates a theme that is important to one or more localities; state significance to a theme important to the history of the state; and national significance to property of exceptional value in representing or illustrating an important theme in the history of the nation.

- T. A "site" is a place where a significant event or pattern of events occurred. It may be the location of prehistoric or historic occupation or activities that may be marked by physical remains; or it may be the symbolic focus of a significant event or pattern of events that may not have been actively occupied. A site may be the location of ruined or now non-extant building or structure of the location itself possesses historic cultural or archaeological significance.
- U. "Special Valuation for Historic Properties" or "Special Valuation" means the local option program which when implemented makes available to property owners a special tax valuation for rehabilitation of historic properties under which the assessed value of an eligible historic property is determined at a rate that excludes, for up to ten years, the actual cost of the rehabilitation. (Chapter 84.26 RCW).
- V. "State Register of Historic Places" means the state listing of properties significant to the community, state, or nation but which may or may not meet the criteria of the National Register.
- W. A "structure" is a work made up of interdependent and interrelated parts in a definite pattern of organization. Generally constructed by man, it is often an engineering project.
- X. "Universal Transverse Macerator" or "UTM" means the grid zone in metric measurement providing for an exact point of numerical reference.
- Y. "Waiver of a Certificate of Appropriateness" or "Waiver" means the document indicating that the commission has reviewed the proposed whole or partial demolition of a local register property or in a local register historic district and failing to find alternatives to demolition has issued a waiver of a Certificate of Appropriateness which allows the building or zoning official to issue a permit for demolition.
- Z. "Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties" or "State Advisory's Council's Standards" means the rehabilitation and maintenance standards used by the Burlington Historic Preservation Commission as minimum requirements for determining whether or not an historic property is eligible for special valuation and whether or not the property continues to be eligible for special valuation once it has been so classified.

Section 3. Burlington Municipal Code Section 2.96.020 is hereby revised and reenacted, the amended section to read as follows:

2.96.020 Composition, powers and terms, Burlington Historic Preservation Commission

A. Creation and size.

There is hereby established the Burlington Historic Preservation Commission, consisting of 9 members. Members of the Burlington Historic Preservation Commission shall be appointed by the Mayor and approved by the City Council and shall be residents of Burlington and Skagit County, except as provided in subsection B. below.

The historical preservation advisory board commission shall consist of ~~seven~~ nine members, including a representative of the Burlington parks board, a representative of the Burlington Parks Foundation, a member of the Burlington city council, a member of the Skagit Valley Genealogical Society, a member representing the Skagit County Historical Society, two historic resource professionals as defined subsection B, and two at-large citizens of Burlington. All members shall be appointed by the mayor with the approval of the city council for a term of three years, with the exception of the Burlington city council representative, which will change annually. The initial terms of the board members shall be staggered, to wit: the Burlington city council member shall be initially appointed to a term of one year, the representatives of the Burlington parks board, Burlington Parks Foundation, and genealogical society shall be initially appointed to a term of two years, and the member of the Skagit Valley Historical Society, two historic resource professionals and two at-large members shall initially be appointed to terms of three years. The two at-large positions, the city council representative and the Burlington parks advisory board representative must be residents of the Burlington recreation service area as defined in the parks and recreation comprehensive plan. Upon vacancy, the mayor shall appoint a board member to fill the unexpired portion of the term. The Burlington parks director shall serve as an ex officio, nonvoting member.

B. Composition of the Commission

1. All members of the commission must have a demonstrated interest and competence in historic preservation and possess qualities of impartiality and broad judgment.
2. The commission shall always include at least two professionals who have experience in identifying, evaluating, and protecting historic resources and are selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation, and landscape architecture, or related disciplines. The commission action that would otherwise be valid shall not be rendered invalid by the temporary vacancy of one or all of the professional positions, unless the commission action is related to meeting Certified Local Government (CLG) responsibilities cited in the Certification Agreement between the Mayor and the State Historic Preservation Officer on behalf of the State. Furthermore, exception to the residency requirement of commission members may be granted by the Mayor and City Council in order to obtain representatives from these disciplines.
3. In making appointments, the Mayor may consider names submitted from any source, but the Mayor shall notify history and City development related organizations of vacancies so that names of interested and qualified individuals may be submitted by such organizations for consideration along with names from any other source.

Section 3. Burlington Municipal Code Section 2.96.030 is hereby revised and reenacted, the amended section to read as follows:

2.96.030 Duties and responsibilities.

The responsibilities of the historical preservation advisory board shall include all responsibilities necessary to carry out the purpose of the board as set forth in BMC 2.96.010, Advisory board establishment and purpose, which duties shall include, but not be limited to:

A. The major responsibility of the Historic Preservation Commission is to identify and actively encourage the conservation of the City's historic resources by initiating and maintaining a register of historic places and reviewing proposed changes to register properties; to raise community awareness of the City's history and historic resources; and to serve as the City's primary resource in matters of history, historic planning, and preservation.

In carrying out these responsibilities, the Historic Preservation Commission shall engage in the following:

1. Conduct and maintain a comprehensive inventory of historic resources within the boundaries of the City of Burlington and known as the Burlington Historic Inventory, and publicize and periodically update inventory results. Properties listed on the inventory shall be recorded on official zoning records with an "HI" (for historic inventory designation). This designation shall not change or modify the underlying zone classification.
2. Initiate and maintain the Burlington Register of Historic Places. This official register shall be compiled of buildings, structures, sites, objects, and districts identified by the commission as having historic significance worthy of recognition and protection by the City of Burlington and encouragement of efforts by owners to maintain, rehabilitate, and preserve properties.
3. Review nominations to the Burlington Register of Historic Places according to criteria in Section 2.96.060 of this ordinance and adopt standards in its rules to be used to guide this review.
4. Review proposals to construct, change, alter, modify, remodel, move, demolish or significantly affect properties or districts on the register as provided in Section 2.96.060; and adopt standards in its rules to be used to guide this review and the issuance of a certificate of appropriateness or waiver.
5. Provide for the review either by the commission or its staff of all applications for approvals, permits, environmental assessments or impact statements, and other similar documents pertaining to identified historic resources or adjacent properties.
6. Conduct all commission meetings in compliance with Chapter 42.30 RCW, Open Public Meetings Act, to provide for adequate public participation and adopt standards in its rules to guide this action.
7. Participate in, promote and conduct public information, educational and interpretive programs pertaining to historic and prehistoric resources.
8. Establish liaison support, communication and cooperation with federal, state, and other local government entities which will further historic preservation objectives, including public education, within the Burlington area.
9. Review and comment to the City Council on land use, housing and redevelopment, municipal improvement and other types of planning and programs undertaken by any agency of the City, other neighboring communities, Skagit County, the state or federal governments, as they relate to historic resources of the City of Burlington.
10. Advise the City Council and the Mayor generally on matters of Burlington history and historic preservation.
11. Perform other related functions assigned to the Commission by the City Council or the Mayor.
12. Provide information to the public on methods of maintaining and rehabilitating historic properties. This may take the form of pamphlets, newsletters, workshops, or similar activities.
13. Officially recognize excellence in the rehabilitation of historic buildings, structures, sites and districts, and new construction in historic areas; and encourage appropriate measures for such recognition.
14. Be informed about and provide information to the public and City departments on incentives for preservation of historic resources including legislation, regulations and codes which encourage the use and adaptive reuse of historic properties.
15. Review nominations to the State and National Registers of Historic Places.
16. Investigate and report to the City Council on the use of various federal, state, local or private funding sources available to promote historic resource preservation in the City of Burlington.
17. Serve as the local review board for Special Valuation and:
 - a) Make determination concerning the eligibility of historic properties for special valuation:
 - b) Verify that the improvements are consistent with the Washington State Advisory Council's Standards for Rehabilitation and Maintenance:
 - c) Enter into agreements with property owners for the duration of the special valuation period as required under WAC 254-20-070(2):
 - d) Approve or deny applications for special valuation:
 - e) Monitor the property for continued compliance with the agreement and statutory eligibility requirements during the 10 year special valuation

- period; and
 D. Adopt bylaws and/or administrative rules and comply with all other local review board responsibilities identified in Chapter 84.26 RCW.
 18. The commission shall adopt rules of procedure to address items 3, 4, 6, and 18 inclusive.

A.B. Disseminate historical information to any interested persons, groups, and institutions by any of the following means: publishing historical materials such as newsletters and books; maintaining a website that presents information and photographs; holding meetings featuring workshops, lectures, or informative programs; conducting historic tours; marking or restoring historic buildings and sites; and similar means;

B.C. Plan for the future;

C.D. Make recommendations to the Burlington parks and recreation advisory board on matters concerning park property.

E. Compensation
All members shall serve without compensation.

F. Commission Staff
Commission and professional staff assistance shall be provided by the Planning and Community Development and Parks and Recreation Departments with additional assistance and information to be provided by other City departments as may be necessary to aid the commission in carrying out its duties and responsibilities under this ordinance.

Section 4. Burlington Municipal Code Section 2.96.040 is hereby revised and reenacted, the amended section to read as follows:

2.96.040 Rules and officers.

The historical preservation ~~advisory board~~ commission shall establish and adopt its own rules of procedure, and shall select from among its membership a chairperson and such other officers as may be necessary to conduct the ~~committee's~~ commission's business.

Section 4. Burlington Municipal Code Section 2.96.050 is hereby revised and reenacted, the amended section to read as follows:

2.96.050 Meetings.

The historical preservation ~~advisory board~~ commission shall ~~should~~ hold at least one annual meeting between October 1st and December 31st and at least three additional ~~any other number of~~ meetings throughout the year as required to fulfill the duties of the board. All meetings shall be open to the public.

Section 4. A new Section 2.96.060 Burlington Register of Historic Places is hereby added to read as follows:

2.96.060 Burlington Register of Historic Places

- A. Criteria for Determining Designation in the Register
Any building, structure, site, object, or district may be designated for inclusion in the Burlington Register if it is significantly associated with the history, architecture, archaeology, engineering, or cultural heritage of the community; if it has integrity; is at least 50 years old, or is of lesser age and has exceptional importance; and if it falls in at least one of the following categories.
1. Is associated with events that have made a significant contribution to the broad patterns of national, state, or local history.
 2. Embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and

- distinguishable entity whose components may lack individual distinction.
3. Is an outstanding work of a designer, builder, or architect who has made a substantial contribution to the art.
 4. Exemplifies or reflects special elements of the City's cultural, special, economic, political, aesthetic, engineering, or architectural history.
 5. Is associated with the lives of persons significant in national, state, or local history.
 6. Has yielded or may be likely to yield important archaeological information related to history or prehistory.
 7. Is a building or structure removed from its original location but which is significant primarily for architectural value, or which is the only surviving structure significantly associated with an historic person or event.
 8. Is a birthplace or grave of an historical figure of outstanding importance and is the only surviving structure or site associated with that person.
 9. Is a cemetery which derives its primary significance from age, from distinctive design features, or from association with historic events, or cultural patterns.
 10. Is a reconstructed building that has been executed in an historically accurate manner on the original site.
 11. Is a creative and unique example of folk architecture and design created by persons not formally trained in the architectural or design professions, and which does not fit into formal architectural or historical categories.

B. Process for Designating Properties or Districts to the Burlington Historic Register

1. Any person may nominate a building, structure, site, object, or district for inclusion in the Burlington Register. Members of the Historic Preservation Commission or the commission as a whole may generate nominations. In its designation decision, the commission shall consider the Burlington Historic Inventory and the Comprehensive Plan.
2. In the case of individual properties, the designation shall include the UTM reference and all features—interior and exterior—and outbuildings that contribute to its designation.
3. In the case of districts, the designation shall include description of the boundaries of the district; the characteristics of the district justifying its designation; and a list of all properties including features, structures, sites, and objects contributing to the designation of the district.
4. The Historic Preservation Commission shall consider the merits of the nomination, according to the criteria in Section 2.96.060 A and according to the nomination review standards established in rules, at a public meeting. Adequate notice will be given to the public, the owner(s) and the authors of the nomination, if different, and lessees, if any, of the subject property prior to the public meeting according to standards for public meetings established in rules and in compliance with Chapter 42.30 RCW, Open Public Meetings Act. Such notice shall include publication in a newspaper of general circulation in Burlington and any other form of notification deemed appropriate by the City. If the commission finds that the nominated property is eligible for the Burlington Historic Register, the commission shall make a recommendation to the City Council that the property be listed in the Register with the Owner's consent. In the case of historic districts, the commission shall consider a simple majority of property owners to be adequate for owner consent. Owner consent and notification procedures in the case of districts shall be further defined in rules. The public, property owner(s) and the authors of the nomination, if different, and lessees, if any, shall be notified of the listing.
5. Properties listed on the Burlington Historic Register shall be recorded on official zoning records with an "HR" (for Historic Register) designation. This designation shall not change or modify the underlying zone classification.

C. Removal of Properties from the Register

In the event that any property is no longer deemed appropriate for designation to the Burlington Historic Register, the commission may initiate removal from such

designation by the same procedure as provided for in establishing the designation.
Section 2.96.060 B. A property may not be removed from the Burlington Historic Register without the owner's consent.

1. Listing on the Burlington Historic Register is an honorary designation denoting significant association with the historic, archaeological, engineering, or cultural heritage of the community. Properties are listed individually or as contributing properties to an historic district.
2. Prior to the commencement of any work on a register property, excluding ordinary repair and maintenance and emergency measures defined in Section 2.96.015, Definitions, the owner must request and receive a Certificate of Appropriateness from the commission for the proposed work. Violation of this rule shall be grounds for the commission to review the property for removal from the register.
3. Prior to whole or partial demolition of a register property, the owner must request and receive a waiver of a Certificate of Appropriateness.
4. Once the City of Burlington is certified as a Certified Local Government (CLG), all properties listed on the Burlington Historic Register may be eligible for Special Tax Valuation on their rehabilitation (Section 2.96.080).

Section 4. A new Section 2.96.070 Review of Changes to Burlington Register of Historic Places and Properties is hereby added to read as follows:

A. Review Required.

No person shall change the use, construct any new building or structure, or reconstruct, alter, restore, remodel, repair, move, or demolish any existing property on the Burlington Historic Register or within an historic district on the Burlington Historic Register without review by the commission and without receipt of a Certificate of Appropriateness, or in the case of demolition, a waiver, as a result of the review.

The review shall apply to all features of the property, interior and exterior, that contribute to its designation and are listed on the nomination form. Information required by the commission to review the proposed changes is established in rules.

B. Exemptions

The following activities do not require a Certificate of Appropriateness or review by the commission: ordinary repair and maintenance—which includes painting—or emergency measures defined in Section 2.96.015 Definitions.

C. Review Process

1. Requests for Review and Issuance of a Certificate of Appropriateness or Waiver
The building or zoning official shall report any application for a permit to work on a designated Burlington Historic Register property or in a Burlington Historic Register historic district to the commission. If the activity is not exempt from review, the commission or professional staff shall notify the applicant of the review requirements. The building or zoning official shall not issue any such permit until a Certificate of Appropriateness or a waiver is received from the commission but shall work with the commission in considering building and fire code requirements.
2. Commission Review
The owner or his/her agent (architect, contractor, lessee, etc.) shall apply to the commission for a review of proposed changes on a Burlington Historic Register property or within a Burlington Historic Register historic district and request a Certificate of Appropriateness or, in the case of demolition, a waiver. Each application for review of proposed changes shall be accompanied by such information as is required by the commission established in its rules for the proper review of the proposed project.

The commission shall meet with the applicant and review the proposed work according to the design review criteria established in rules. Unless legally required, there shall be no notice, posting, or publication requirements for action on the application, but all such actions shall be made at regular meetings of the commission. The commission shall complete its review and make its recommendations within thirty (30) calendar days of the date of receipt of the application. If the commission is unable to process the request, the commission may ask for an extension of time.

The commission's recommendations shall be in writing and shall state the findings of fact and reasons relied upon in reaching its decision. Any conditions agreed to by the applicant in this review process shall become conditions of approval of the permits granted. If the owner agrees to the commission's recommendations, a Certificate of Appropriateness shall be awarded by the commission according to standards established in the commission's rules.

The commission's recommendations and, if awarded, the Certificate of Appropriateness shall be transmitted to the building or zoning official. If a Certificate of Appropriateness is awarded, the building or zoning official may then issue the permit.

3. Demolition

A waiver of the Certificate of Appropriateness is required before a permit may be issued to allow whole or partial demolition of a designated Burlington Historic Register property or in a Burlington historic district. The owner or his/her agent shall apply to the commission for a review of the proposed demolition and request a waiver. The applicant shall meet with the commission in an attempt to find alternatives to demolition. These negotiations may last no longer than 45 calendar days from the initial meeting of the commission, unless either party requests an extension. If no request for an extension is made and no alternative to demolition has been agreed to, the commission shall act and advise the official in charge of issuing a demolition permit of the approval or denial of the waiver of a Certificate of Appropriateness. Conditions in the case of granting a demolition permit may include allowing the commission up to 45 additional calendar days to develop alternatives to demolition. When issuing a waiver the board may require the owner to mitigate the loss of the Burlington Historic Register property by means determined by the commission at the meeting. Any conditions agreed to by the applicant in this review process shall become conditions of approval of the permits granted. After the property is demolished, the commission shall initiate removal of the property from the register.

4. Appeal of Approval or Denial of a Waiver of a Certificate of Appropriateness.

The commission's decision regarding a waiver of a Certificate of Appropriateness may be appealed to the City Council within ten days. The appeal must state the grounds upon which the appeal is based.

The appeal shall be reviewed by the council only on the records of the commission. Appeal of Council's decision regarding a waiver of a Certificate of Appropriateness may be appealed to Superior Court.

Section 5. A new Section 2.96.080 Review and Monitoring of Properties for Special Property Tax Valuation is hereby added to read as follows:

2.96.080 Review and Monitoring of Properties for Special Property Tax Valuation

A. Time Lines

1. Applications shall be forwarded to the commission by the assessor within 10 calendar days of filing.
2. Applications shall be reviewed by the commission before December 31 of the calendar year in which the application is made.
3. Commission decisions regarding the applications shall be certified in writing and filed with the assessor within 10 calendar days of issuance.

B. Procedure

1. The assessor forwards the application(s) to the commission.
2. The commission reviews the application(s), consistent with its rules of procedure.

and determines if the application(s) are complete and if the properties meet the criteria set forth in WAC 254-20-070(1) and listed in Section 2.96.060 of this ordinance.

- a. If the commission finds the properties meet all the criteria, then, on behalf of the City of Burlington, it enters into an Historic Preservation Special Valuation Agreement (set forth in WAC 254-20-120 and in Section 2.96.080 of this chapter) with the owner. Upon execution of the agreement between the owner and commission, the commission approves the application(s).
- b. If the commission determines the properties do not meet all the criteria, then it shall deny the application(s).
3. The commission certifies its decisions in writing and states the facts upon which the approvals or denials are based and files copies of the certifications with the assessor.
4. For approved applications:
 - a. The commission forwards copies of the agreements, applications, and supporting documentation (as required by WAC 254-20-090 (4) and identified in Section 2.96.060 of this chapter) to the assessor.
 - b. Notifies the state review board that the properties have been approved for special valuation, and
 - c. Monitors the properties for continued compliance with the agreements throughout the 10-year special valuation period.
5. The commission determines, in a manner consistent with its rules of procedure, whether or not properties are disqualified from special valuation either because of
 - a. The owner's failure to comply with the terms of the agreement or
 - b. Because of a loss of historic value resulting from physical changes to the building or site.
6. For disqualified properties, in the event that the commission concludes that a property is no longer qualified for special valuation, the commission shall notify the owner, assessor, and state review board in writing and state the facts supporting its findings.

C. Criteria

1. Historic Property Criteria:

The class of historic property eligible to apply for Special Valuation in Burlington means properties listed on the National Register of Historic Places or certified as contributing to a National Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in Chapter 84.26 RCW, until the City of Burlington becomes a Certified Local Government (CLG). Once a CLG, the class of property eligible to apply for Special Valuation in Burlington means properties listed on the Burlington Register of Historic Places or properties certified as contributing to a Burlington Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in Chapter 84.26 RCW.

2. Application Criteria:

Complete applications shall consist of the following documentation:

- a. A legal description of the historic property.
- b. Comprehensive exterior and interior photographs of the historic property before and after rehabilitation.
- c. Architectural plans or other legible drawings depicting the completed rehabilitation work, and
- d. A notarized affidavit attesting to the actual cost of the rehabilitation work completed prior to the date of application and the period of time during which the work was performed and documentation of both to be made available to the commission upon request, and
- e. For properties located within historic districts, in addition to the standard application documentation, a statement from the secretary of the interior or appropriate local official, as specified in local administrative rules or by the local government, indicating the property is a certified historic structure is required.

3. Property Review Criteria:

In its review the commission shall determine if the properties meet all the following criteria:

- a. The property is historic property;
- b. The property is included within a class of historic property determined eligible for Special Valuation by the City of Burlington under Section 2.96.080 of this chapter ;
- c. The property has been rehabilitated at a cost which meets the definition set forth in RCW 84.26.020(2) (and identified in Section 2.96.080 of this chapter) within twenty-four months prior to the date of application; and d.
The property has not been altered in any way which adversely affects those elements which qualify it as historically significant as determined by applying the Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties (WAC 254-20-100(1) and listed in Section 2.96.080 of this chapter).

4. Rehabilitation and Maintenance Criteria:

The Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties in WAC 254-20-100 shall be used by the commission as minimum requirements for determining whether or not an historic property is eligible for special valuation and whether or not the property continues to be eligible for special valuation once it has been so classified.

D. Agreement:

The historic preservation special valuation agreement in WAC 254-20-120 shall be used by the commission as the minimum agreement necessary to comply with the requirements of RCW 84.26.050(2).


E. Appeals:

Any decision of the commission acting on any application for classification as historic property, eligible for special valuation, may be appealed to Superior Court under Chapter 34.05.510 -34.05.598 RCW in addition to any other remedy of law. Any decision on the disqualification of historic property eligible for special valuation, or any other dispute, may be appealed to the County Board of Equalization.

Section 6. This Ordinance shall be in full force and effect five (5) days after its passage, approval and publication as provided by law.

INTRODUCED AND PASSED and approved at a regular meeting of the City Council this 14th day of November, 2013.

THE CITY OF BURLINGTON


Steve Sexton, Mayor

ATTEST:


Crystil O. Robinson, Finance Director

APPROVED AS TO FORM:

Scott G. Thomas, City Attorney

Filed with the City Clerk: 11/7/2013
Passed by the City Council: 11/14/2013
Signed by the Mayor: 11/15/2013
Published: 11/18/2013
Effective Date: 11/23/2013

Motion to approve the agreement with Gray & Osborne for engineering services for an existing Sanitary Sewer Pump Station and authorize the Mayor's signature.

CONTRACT NO. _____

DEPARTMENT: Public Works-Sewer

FEDERAL TAXPAYER I.D. 91-0890718

CONSULTANT: Gray & Osborne, Inc.

SERVICES PROVIDED: Engineering Service for Wastewater Pump Station 10 Up-Grade

AMOUNT: \$40,054.00

FUND SOURCE: Sewer Engineering

DURATION: FROM: February 23, 2017

TO: December 31, 2017

AGREEMENT

THIS AGREEMENT made and entered into on this 23rd day of February, 2017, by and between the *CITY OF BURLINGTON*, (hereafter referred to as the "City"), and **Gray & Osborne, Inc.**, (hereafter referred to as "Provider").

WITNESSETH:

WHEREAS, the City desires to contract with the Provider for providing of services; and

WHEREAS, the Provider is licensed and/or duly qualified to provide such services; and

WHEREAS, the City has an interest in promoting the health, safety and welfare of the citizens of the City of Burlington; and

WHEREAS, the Scope of Work included in this Agreement is consistent with promoting the interests of the City; and

WHEREAS, the City and the Provider are desirous of entering into an agreement to formalize their relationship.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Provider do mutually agree as follows:

1. **WORK AND/OR SERVICES TO BE PROVIDED BY THE PARTIES:**

- a. The Provider shall complete in a satisfactory and proper manner, as determined by the City, the work and/or services described in "**Exhibit A&B**", Scope of Work and/or Services of Provider, which is attached hereto and incorporated herein by reference.

- b. The City will provide such assistance and guidance to the Provider as may be required to support the objectives of this Agreement and additional duties as outlined in "**Exhibit A&B**", Scope of Work and/or Services of City, which is attached hereto and incorporated herein by reference.

2. TIME OF PERFORMANCE:

All services described under Scope of Work and/or Services shall be conducted on or before December 31, 2017.

3. CONSIDERATION:

The City shall pay to the Provider for work and/or services as follows:

The sums billed to the City shall not exceed the total sum of **\$40,054.00**. Provider shall bill the City of Burlington monthly by way of itemized invoices for the services rendered under this Agreement. Any deposits paid by the City in advance shall be offset against amounts billed, and shall be reflected in the Provider's invoice.

4. RELATIONSHIP:

The City and Provider intend that an independent contractual relationship be created by this Agreement. Provider is not considered to be an employee of the City for any purpose, and neither the Provider nor any employee of the Provider shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

5. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Provider fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this Agreement.

Further, in the event the Provider has failed to perform any substantial obligation to be performed by the Provider under this Agreement, then the City may, upon written notice to the Provider, withhold all monies due and payable to Provider, without penalty, until such failure to perform is cured or otherwise adjudicated.

6. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes to the Agreement. Any and all agreed modifications shall be in writing and signed by each of the parties.

7. REPORTS AND INFORMATION:

The Provider, in such form as the City may require, shall provide reports as to the status of the work or services undertaken pursuant to this Agreement, including the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as a part of the Agreement by whatever legal and reasonable means are deemed by the City.

9. DEFENSE & INDEMNITY AGREEMENT:

Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

10. NO THIRD-PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the parties hereto only, and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third-party beneficiary or other rights whatsoever hereunder.

11. PROOF OF INSURANCE:

The Provider shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 per occurrence to cover activities during the term of this Agreement and \$2,000,000 in the aggregate. Proof of insurance shall be in a form acceptable and approved by the City. A certificate of insurance naming the City of Burlington at 833 S. Spruce Street, Burlington, WA 98233, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees as additional insureds shall accompany this Agreement for signing.

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

- a. Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Provider.
- b. The Provider shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

Subcontractors:

The Provider shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

12. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

13. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

14. VENUE AND JURISDICTION:

All parties shall submit and not object to jurisdiction and venue being that of Skagit County, Washington, in connection with any claims arising out of this Agreement.

15. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application 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.

16. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

17. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

18. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

19. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior consent of the other party, which consent shall not be unreasonably delayed or withheld.

20. HEADINGS:

The headings to the paragraphs of this Agreement are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

21. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington
ATTN: City Clerk
833 S. Spruce Street
Burlington, WA 98233

With additional copies to:

Burlington Public Works Department
Burlington City Attorney
833 S. Spruce Street
Burlington, WA 98233

Any notices to be sent to Provider shall be sent to the following address:

Gray & Osborne, Inc.
701 Dexter Ave N #200
Seattle, WA 98109

22. AUTHORITY:

Each individual executing this Agreement on behalf of the City and the Provider represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Providers.

IN WITNESS WHEREOF, the City and the Provider have executed this Agreement as of the date and year last written below.

CITY OF BURLINGTON

PROVIDER:

Steve Sexton
Mayor

By:_____

Gray & Osborne, Inc
Tax ID Number: 91-0890718
UBI Number: 600 087 923

Marv Pulst, P.E.
Public Works Director

Attest:

Dr. Renee C. Sinclair, CPFO
Director of Budget & Accounting

Approved As To Form

Leif Johnson, City Attorney

EXHIBIT “A”

SCOPE OF WORK

CITY OF BURLINGTON WASTEWATER PUMP STATION NO. 10 UPGRADE ENGINEERING SERVICES DURING BIDDING AND CONSTRUCTION January 31, 2017

G&O # 20154.96

The scope of work consists of engineering services for bidding and during construction of the upgrade to Wastewater Pump Station No. 10.

The specific tasks in the scope of work for this project are described below.

BIDDING TASKS

1. Update and finalize Plans and Specification for bidding.
2. Advertise the project for bids.
3. Distribute bid documents to prospective bidders, regulatory agencies, and plan centers.
4. Respond to bidders' questions during the bid period and distribute addenda to the bid documents.
5. Conduct a prebid conference.
6. Attend the bid opening
7. Prepare recommendation of award of the contract to the City of Burlington.

TASKS DURING CONSTRUCTION

1. Conduct a preconstruction conference
2. Review of submittals.
3. Respond to Contractor's Requests for Information (RFIs).
4. Prepare Change Orders (if any).
5. Process Progress Payment Requests.

6. Attend periodic construction progress meeting
7. Attend final inspection.
8. Prepare recommendation of final acceptance to the City of Burlington.
9. Prepare Record Drawings.

TASKS BY OTHERS

It is assumed that the City of Burlington will conduct on-site inspection.

EXHIBIT "B"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

CITY OF BURLINGTON WASTEWATER PUMP STATION NO. 10 -SERVICES DURING BIDDING AND CONSTRUCTION

Tasks	Principal Hours	Project Manager Hours	Structural Engineer Hours	Electrical Engineer Hours	AutoCAD Hours
Services during Bidding					
Finalize Plans and Specification		12	2	12	12
Advertise the project for bids		4			
Distribute bid documents		4			
Respond to questions and prepare addenda		8	4	4	4
Prebid conference.		6			
Attend the bid opening		4			
Recommendation of award		4			
Services during Construction					
Pre-construction Conference		6			
Submittal Review		28	2	10	
Respond to RFIs		12		4	4
Prepare Change Orders		12			6
Progress Payments		8			
Construction Progress Meetings		16		4	
Final Inspection		6	6	6	
Recommendation of final acceptance		4			
Record Drawings		12	4	4	12
QA/QC	4	4		4	
Hour Estimate:	4	150	18	48	38
Fully Burdened Billing Rate Range:*	\$112 to \$182	\$115 to \$178	\$114 to \$158	\$102 to \$148	\$92 to \$115
Estimated Fully Burdened Billing Rate:*	\$150	\$161	\$158	\$145	\$100
Fully Burdened Labor Cost:	\$600	\$24,150	\$2,844	\$6,960	\$3,800

Total Fully Burdened Labor Cost: \$ 38,354

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ \$0.57/mile) \$ 700

Printing \$ 1,000

TOTAL ESTIMATED COST: \$ 40,054

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

Motion to approve the agreement amendment with Contract Land Staff (formerly Roland Resources) for land acquisition services and authorize the Mayor's signature.

City of Burlington

Contract/Agreement Coversheet

CONTRACT NO. 2016-25

DEPARTMENT: Engineering

FEDERAL TAXPAYER I.D. 27-1623571

GRANTOR: Roland Resources, Inc.

SERVICES PROVIDED: Right of Way & Real Estate Services

AMOUNT: \$40,000

DURATION FROM: February 25, 2016

TO: February 25, 2017

Original: City of Burlington
Roland Resources

Copies: Finance Department
Engineering

CONTRACT NO. _____
FEDERAL TAXPAYER I.D. 27-1623571
SERVICES PROVIDED Right of Way
AMOUNT \$ 40,000
DURATION FROM : February 25, 2016

DEPARTMENT Public Works
CONSULTANT Roland Resources, Inc.
FUND SOURCE Arterial Street Fund
TO: February 25, 2017

AGREEMENT

THIS AGREEMENT made and entered into on this 25th day of February, 2016, by and between the *CITY OF BURLINGTON*, (hereafter referred to as the "City"), and *Roland Resources Inc.*, (hereafter referred to as "Provider").

WITNESSETH:

WHEREAS, the City desires to contract with the Provider for providing of services; and

WHEREAS, the Provider is licensed and/or duly qualified to provide such services; and

WHEREAS, the City has an interest in promoting the health, safety and welfare of the citizens of the City of Burlington; and

WHEREAS, the Scope of Work included in this Agreement is consistent with promoting the interests of the City; and

WHEREAS, the City and the Provider are desirous of entering into an Agreement to formalize their relationship.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Provider do mutually agree as follows:

1. WORK AND/OR SERVICES TO BE PROVIDED BY THE PARTIES:

- A.** The Provider shall provide services necessary to assist the City with right of way services in accordance with Exhibit A, and other real estate related issues. The Provider shall furnish all service, labor, materials, and related equipment necessary to conduct and complete the work.
- B.** All obligations and services of the PROVIDER undertaken pursuant to this Agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance.

- C. This Agreement shall expire February 25, 2017. The time period for performance shall be extended by the amount of time that the Provider requires to complete a task order that was issued prior to Agreement expiration.
- D. The City will provide such assistance and guidance to the Provider as may be required to support the objectives of this Agreement.

2. TIME OF PERFORMANCE:

All services described under Scope of Work and/or Services shall be conducted on or before February 25, 2017; except that Task Orders issued prior to Agreement expiration may continue until completion.

3. CONSIDERATION:

The City shall pay to the Provider for work and/or services as follows:
The sums billed to the City shall not exceed the total sum of \$40,000. Provider shall bill the City of Burlington monthly by way of itemized invoices for the services rendered under this Agreement. Any deposits paid by the City in advance shall be offset against amounts billed, and shall be reflected in the Provider's invoice.

4. RELATIONSHIP:

The City and Provider intend that an independent contractual relationship be created by this Agreement. Provider is not considered to be an employee of the City for any purpose, and neither the Provider nor any employee of the Provider shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

5. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Provider fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this Agreement.

Further, in the event the Provider has failed to perform any substantial obligation to be performed by the Provider under this Agreement, then the City may, upon written notice to the Provider, withhold all monies due and payable to Provider, without penalty, until such failure to perform is cured or otherwise adjudicated.

6. CHANGES, AMENDMENTS, MODIFICATIONS:

Either Party may request changes to the Agreement. Any and all agreed modifications shall be in writing and signed by each of the Parties.

7. REPORTS AND INFORMATION:

The Provider, in such form as the City may require, shall provide reports as to the status of the work or services undertaken pursuant to this Agreement, including the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as a part of the Agreement by whatever legal and reasonable means are deemed by the City.

9. DEFENSE & INDEMNITY AGREEMENT:

Provider agrees to defend, indemnify and save harmless the City, their appointed and elective officers, subcontractors, agents and/or employees, from and against all loss 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 City, their appointed or elected officials, subcontractors, agents and/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, whether such injury to persons or damage to property is due to the negligence of Provider, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, or their appointed or elected officials, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.

10. NO THIRD-PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the Parties hereto only, and is not intended to benefit any other person or entity, and no person or entity not a Party to this Agreement shall have any third-party beneficiary or other rights whatsoever hereunder.

11. PROOF OF INSURANCE:

The Provider shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 per occurrence to cover activities during the term of this Agreement and \$2,000,000 in the aggregate. Proof of insurance shall be in a form acceptable and approved by the City. A certificate of insurance naming the City of Burlington at 833 S. Spruce Street, Burlington, WA 98233, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees as additional insureds shall accompany this Agreement for signing.

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

a. Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured Endorsement, evidencing the insurance requirements of the Provider.

b. The Provider shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

12. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

13. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

14. VENUE AND JURISDICTION:

All Parties shall submit and not object to jurisdiction and venue being that of Skagit County, Washington, in connection with any claims arising out of this Agreement.

15. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application 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.

16. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the Parties hereto.

17. ENTIRE AGREEMENT:

This written Agreement represents the entire Agreement between the Parties and supersedes any prior oral statements, discussions or understandings between the Parties.

18. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all Parties have not signed the same counterpart, with the same effect as if all Parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

19. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided that no Party hereto may assign this Agreement without the prior consent of the other Party, which consent shall not be unreasonably delayed or withheld.

20. HEADINGS:

The headings to the paragraphs of this Agreement are solely for the convenience of the Parties, and are not an aid in the interpretation of the Instrument.

21. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington
ATTN: City Clerk
833 S. Spruce Street
Burlington, WA 98233

With additional copies to: Burlington Public Works Department and Burlington City Attorney

Any notices to be sent to Provider shall be sent to the following address:

Roland Resources, Inc.
2800 156th Ave. SE, Suite 200
Bellevue, WA 98007

22. AUTHORITY.

Each individual executing this Agreement on behalf of the City and the Provider represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Providers.

IN WITNESS WHEREOF, the City and the Provider have executed this Agreement as of the date and year last written below.

CITY OF BURLINGTON

By: 
Steve Sexton, Mayor

ATTEST:

PROVIDER:

By: 
ROLAND RESOURCES, INC.

Tax ID Number: 27-1623571

By: _____
Crystil Wooldridge, Finance Director
Approved as to Form:

By: 
Leif Johnson, City Attorney

Approved as to Content:

By: 
Marv Pulst, Public Works Director

ATTACHMENTS:

[1] Exhibit A, Scope of Work

FOR CITY USE ONLY:

Copy of the certificate of insurance was received and complies with the terms herein on the _____ day of _____, _____, and is attached hereto.

By _____, Title.

EXHIBIT "A"

City of Burlington Scope of Work for Right of Way Services

Perform all real estate functions required to analyze, negotiate for and acquire real property interests along, on behalf of City of Burlington for the acquisition of real property for the following projects:

Gilkey Avenue & Anacortes Street Sidewalk Roundabout Project, George Hopper Interchange, and appraisal of Cascade Business Group property adjacent to E. Market Place.

Tasks include, but are not limited to:

- **Obtain and review preliminary title commitments.**
- **Title analysis – Prepare list of title exceptions to be cleared.**
- **Create Project Funding Estimate for each project if required by project funding type.**
- **Contract for and coordinate appraisal and appraisal reviews or administrative offer summaries as may be required by the project.**
- **Utility coordination and relocation – Assist City in analyzing, expanding or clearing any utility encumbrances that may be affected by the project.**
- **Assist with obtaining rights of entry to access property not owned by City.**
- **Draft all real estate documents based on format approved by City.**
- **Perform Landowner contact and all negotiations to acquire real property, to standards required by City and WSDOT.**
- **Open and oversee escrow and real property transfer to City and certify real estate, as may be needed.**
- **Assist with obtaining Possession and Use of properties necessary for project completion.**
- **Coordinate and update appraisals and appraisal reviews for potential litigation, if required.**

Projects includes acquisition of permanent easements, temporary easements, construction agreements and/or rights of entry, for City projects, from 4-8 parcels, owned by up to 8 property owners.

Budget includes:

Appraisals - \$2500-8500 dependent on complexity; Appraisal Reviews - \$900 each. All other Right of Way Tasks billed at hourly rates, not to exceed contract amount; Reimbursable expenses at standard govt. approved rates. Title reports - \$750-975 each. Total Contract is not to exceed \$40,000.

CONTRACT NO. _____
FEDERAL TAXPAYER I.D. 91-1623571
SERVICES PROVIDED Right of Way
AMOUNT \$ 60,000
DURATION FROM : February 25, 2016

DEPARTMENT Public Works
CONSULTANT Contract Land Staff
FUND SOURCE Arterial Street Fund
TO: December 31, 2018

AGREEMENT AMENDMENT

THIS AGREEMENT made and entered into on this 23rd day of February, 2017, by and between the *CITY OF BURLINGTON*, (hereafter referred to as the "City"), and **Contract Land Staff**, formerly Roland Resources Inc., (hereafter referred to as "Provider").

WITNESSETH:

WHEREAS, the City desires to contract with the Provider for providing of services;
and

WHEREAS, the Provider is licensed and/or duly qualified to provide such services;
and

WHEREAS, the City has an interest in promoting the health, safety and welfare of the citizens of the City of Burlington; and

WHEREAS, the Scope of Work included in this Agreement is consistent with promoting the interests of the City; and

WHEREAS, the City and the Provider are desirous of entering into an agreement to formalize their relationship.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Provider do mutually agree as follows:

1. WORK AND/OR SERVICES TO BE PROVIDED BY THE PARTIES:

- A.** The Provider shall provide services necessary to assist the City with right of way services in accordance with Exhibit A&B, and other real estate related issues. The Provider shall furnish all service, labor, materials, and related equipment necessary to conduct and complete the work.
- B.** All obligations and services of the CONTRACTOR undertaken pursuant to this Agreement shall be performed diligently and completely in accordance with professional standards of conduct and performance.

- C.** This agreement shall expire December 31, 2018. The time period for performance shall be extended by the amount of time that the Provider requires to complete a task order that was issued prior to contract expiration.
- D.** The City will provide such assistance and guidance to the Provider as may be required to support the objectives of this Agreement.

2. TIME OF PERFORMANCE:

All services described under Scope of Work and/or Services shall be conducted on or before December 31, 2018; except that Task Orders issued prior to contract expiration may continue until completion.

3. CONSIDERATION:

The City shall pay to the Provider for work and/or services as follows:
The sums billed to the City shall not exceed the total sum of \$60,000. Provider shall bill the City of Burlington monthly by way of itemized invoices for the services rendered under this Agreement. Any deposits paid by the City in advance shall be offset against amounts billed, and shall be reflected in the Provider's invoice.

4. RELATIONSHIP:

The City and Provider intend that an independent contractual relationship be created by this Agreement. Provider is not considered to be an employee of the City for any purpose, and neither the Provider nor any employee of the Provider shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

5. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Provider fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this Agreement.

Further, in the event the Provider has failed to perform any substantial obligation to be performed by the Provider under this Agreement, then the City may, upon written notice to the Provider, withhold all monies due and payable to Provider, without penalty, until such failure to perform is cured or otherwise adjudicated.

6. CHANGES, AMENDMENTS, MODIFICATIONS:

Either party may request changes to the Agreement. Any and all agreed modifications shall be in writing and signed by each of the parties.

7. REPORTS AND INFORMATION:

The Provider, in such form as the City may require, shall provide reports as to the status of the work or services undertaken pursuant to this Agreement, including the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as a part of the Agreement by whatever legal and reasonable means are deemed by the City.

9. DEFENSE & INDEMNITY AGREEMENT:

Provider agrees to defend, indemnify and save harmless the City, their appointed and elective officers, subcontractors, agents and/or employees, from and against all loss 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 City, their appointed or elected officials, subcontractors, agents and/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, whether such injury to persons or damage to property is due to the negligence of Provider, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, or their appointed or elected officials, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.

10. NO THIRD-PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the parties hereto only, and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third-party beneficiary or other rights whatsoever hereunder.

11. PROOF OF INSURANCE:

The Provider shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in general aggregate coverage to cover activities during the term of this Agreement. Proof of insurance shall be in a form acceptable and approved by the City. A certificate of insurance naming the City of Burlington at 833 S. Spruce Street, Burlington, WA 98233 shall accompany this Agreement for signing. The language on the Endorsement needs to state the following: "Additional Insureds include the City of Burlington, its Elected Officials, Appointed Officers, Employees and Agents".

12. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with Federal, State and local laws as to the requirements of an Equal Opportunity Employer.

13. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

14. VENUE AND JURISDICTION:

All parties shall submit and not object to jurisdiction and venue being that of Skagit County, Washington, in connection with any claims arising out of this Agreement.

15. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application 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.

16. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the parties hereto.

17. ENTIRE AGREEMENT:

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

18. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

19. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided that no party hereto may assign this Agreement without the prior consent of the other party, which consent shall not be unreasonably delayed or withheld.

20. HEADINGS:

The headings to the paragraphs of this Agreement are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

21. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:
City of Burlington

ATTN: City Clerk
833 S. Spruce Street
Burlington, WA 98233

With additional copies to: Burlington Public Works Department and Burlington City Attorney

Any notices to be sent to Provider shall be sent to the following address:

Contract Land Staff
2800 156th Avenue SE, Suite 200
Bellevue, WA 98007

22. AUTHORITY.

Each individual executing this Agreement on behalf of the City and the Provider represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Providers.

IN WITNESS WHEREOF, the City and the Provider have executed this Agreement as of the date and year last written below.

CITY OF BURLINGTON

PROVIDER:

By: _____
Steve Sexton, Mayor

By: _____
Contract Land Staff

ATTEST:

Tax ID Number: 91-2053643

By: _____
Renee Sinclair, Director of Budget & Accounting

Approved as to Form:

By: _____
Leif Johnson, City Attorney

Approved as to Content:

By: _____
Marv Pulst, Public Works Director

ATTACHMENTS:

- [1] Exhibit A, Scope of Work
- [2] Exhibit B, Consent to Assignment

EXHIBIT “A”

City of Burlington Scope of Work for Right of Way Services

Perform all real estate functions required to analyze, negotiate for and acquire real property interests along, on behalf of City of Burlington for the acquisition of real property.

Tasks include, but are not limited to:

- Obtain and review preliminary title commitments & 50 year delineation.
- Title analysis – Prepare list of title exceptions to be cleared.
- Contract for and coordinate appraisal and appraisal reviews or administrative offer summaries as may be required by the project.
- Attend and facilitate public meetings, stakeholder outreach and any public presentations that may be required.
- Utility coordination and relocation – Assist City in analyzing, expanding or clearing any utility encumbrances that may be affected by the project.
- Assist with obtaining rights of entry to access property not owned by City.
- Draft all real estate documents based on format approved by City.
- Perform Landowner contact and all negotiations to acquire real property, to standards required by City and WsDot.
- Open and oversee escrow and real property transfer to City and certify real estate, as may be needed.
- Assist with obtaining Possession and Use of properties necessary for project completion.
- Assist and participate in public hearings and actions necessary to acquire properties through eminent domain.
- Coordinate and update appraisals and appraisal reviews for potential litigation, if required.
- Relocation Services.

Projects include acquisition of land, permanent easements, temporary easements, construction agreements and/or rights of entry, for City projects, from 4-8 parcels, owned by up to 8 property owners.

Budget includes:

Appraisals - \$9500; Appraisal Reviews - \$900; All other Right of Way Tasks - \$8550;

Reimbursable expenses at standard govt. approved rates including cost of title reports - \$975.

Total Contract is not to exceed - \$60,000.00

EXHIBIT "B"

CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT, made as of September 30, 2016, is entered into by and between ROLAND RESOURCES, INC., a Washington corporation (hereinafter referred to as "Assignor"), CONTRACT LAND STAFF, LLC, a Delaware limited liability company (hereinafter referred to as "Assignee"), and City of Burlington, a Washington state municipal corporation (hereinafter referred to as "Contracting Party").

WITNESSETH

WHEREAS, Assignee, through a series of transactions, is acquiring the business operations of Assignor on or around September 30, 2016 (the "Acquisition");

WHEREAS, effective upon the closing of the Acquisition, Assignor has agreed to assign and transfer all right, title, interest, and remaining liabilities and obligations under certain contracts to Assignee;

WHEREAS, Assignor is a party to that certain Agreement dated February 25, 2016, by and between Assignor and Contracting Party (the "Contract");

WHEREAS, effective upon the closing of the Acquisition, Assignor has agreed to assign and transfer all right, title, interest and remaining liabilities and obligations of the Contract to Assignee; and

WHEREAS, the Contract requires the Contracting Party to consent to the assignment of the Contract to Assignee;

NOW THEREFORE, effective upon the closing of the Acquisition, Assignor hereby assigns and transfers, and Assignee hereby accepts, all of the right, title, interest and remaining liabilities and obligations of the Contract from Assignor to Assignee (the "Assignment"), and Contracting Party hereby consents to the Assignment.

ASSIGNOR:
Roland Resources, Inc.

By: [Signature]
Faith Roland
Its: CEO

ASSIGNEE:
Contract Land Staff, LLC.

By: [Signature]
Brent Leftwich
Its: President and CEO

CONTRACTING PARTY:

City of Burlington

By: [Signature]
Its: Public Works Director

Motion to approve the proposed addendum to Contract No. 2016-26 with Robert W. Droll, Landscape Architect, P.S. thereby extending the contract expiration date to March 31, 2017 and authorizing the Mayor's signature.

ADDENDUM TO AGREEMENT

WHEREAS, the **CITY OF BURLINGTON** (a political subdivision of the State of Washington, hereinafter referred to as the “City”) and **Robert W. Droll, Landscape Architect, PS** (hereafter referred to as the “Provider”) have entered into an AGREEMENT (“Agreement”) dated March 24, 2016; and

WHEREAS, the City and Provider wish to extend the expiration date of the Agreement to the extent set forth herein in order for the Maiben Park Concept Plan to continue to be developed through March of 2017; and

WHEREAS, parties to the Agreement have agreed that extending the expiration date of the Agreement will allow for enhanced public participation during development of the Maiben Park Concept Plan;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the City and the Provider have entered into this Addendum to the original Agreement on the date set forth below.

2. TIME OF PERFORMANCE: shall be amended as follows:

All services described under Scope of Work and/or Services shall be conducted on or before March 31, 2017.

DONE this 23rd day of February, 2017.

CITY OF BURLINGTON:

Steve Sexton, Mayor

ATTEST:

Renee Sinclair, Director of Budget & Accounting

APPROVED AS TO FORM:

Leif Johnson, City Attorney

PROVIDER:

By: _____
Robert W. Droll, Owner Date

Robert W. Droll, Landscape Architect, PS
Tax ID Number: 911572780

City of Burlington

Contract/Agreement Coversheet

CONTRACT NO. 2016-26

DEPARTMENT: Parks & Recreation

FEDERAL TAXPAYER I.D. _____

GRANTOR: Robert W. Droll, Landscape Architect, PS

SERVICES PROVIDED: Maiben Park Concept Plan

AMOUNT: \$15,920 plus tax

DURATION FROM: March 28, 2016

TO: August 31, 2016

Original: City of Burlington
Robert W. Droll

Copies: Finance Department
Parks & Recreation

CONTRACT NO. _____
FEDERAL TAXPAYER I.D. _____

DEPARTMENT Parks and Recreation
CONSULTANT Robert W. Droll, Landscape
Architect, PS

SERVICES PROVIDED "Concept Drawings for Maiben
Park Plan"

AMOUNT \$ 15,920.00 + tax

DURATION: FROM March 28, 2016

FUNDSOURCE Parks Professional Services
TO August 31, 2016

AGREEMENT

THIS AGREEMENT made and entered into on this 24th day of March, 2016, by and between the **CITY OF BURLINGTON**, (hereafter referred to as the "City"), and **Robert W. Droll, Landscape Architect, PS** (hereafter referred to as "Provider").

WITNESSETH:

WHEREAS, the City desires to contract with the Provider for providing of services;
and

WHEREAS, the Provider is licensed and/or duly qualified to provide such services;
and

WHEREAS, the City has an interest in promoting the health, safety and welfare of the citizens of the City of Burlington; and

WHEREAS, the Scope of Work included in this Agreement is consistent with promoting the interests of the City; and

WHEREAS, the City and the Provider are desirous of entering into an Agreement to formalize their relationship.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the City and Provider do mutually agree as follows:

1. WORK AND/OR SERVICES TO BE PROVIDED BY THE PARTIES:

- a. The Provider shall complete in a satisfactory and proper manner, as determined by the City, the work and/or services described in **Exhibit A**.
- b. The City will provide such assistance and guidance to the Provider as may be required to support the objectives of this Agreement as outlined in **Exhibit A**.

2. TIME OF PERFORMANCE:

All services described under Scope of Work and/or Services shall be conducted on or before August 31, 2016.

3. CONSIDERATION:

The City shall pay to the Provider for work and/or services as follows:
The sums billed to the City shall not exceed the total sum of \$15,920.00 which does not include 8.5% sales tax as described in **Exhibit B**. Provider shall bill the City of Burlington monthly by way of itemized invoices for the services rendered under this Agreement. The City shall not pay any advance deposits to Provider.

4. RELATIONSHIP:

The City and Provider intend that an independent contractual relationship be created by this Agreement. Provider is not considered to be an employee of the City for any purpose, and neither the Provider nor any employee of the Provider shall be entitled to any of the benefits the City provides for the City's employees, including but not limited to health insurance, sick or annual leave, or worker's compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this Agreement, whether or not for profit, and that provider is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business.

5. SUSPENSION, TERMINATION, AND CLOSE OUT:

If the Provider fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this Agreement.

Further, in the event the Provider has failed to perform any substantial obligation to be performed by the Provider under this Agreement, then the City may, upon written notice to the Provider, withhold all monies due and payable to Provider, without penalty, until such failure to perform is cured or otherwise adjudicated.

6. CHANGES, AMENDMENTS, MODIFICATIONS:

Either Party may request changes to the Agreement. Any and all agreed modifications shall be in writing and signed by each of the Parties.

7. REPORTS AND INFORMATION:

The Provider, in such form as the City may require, shall provide reports as to the status of the work or services undertaken pursuant to this Agreement, including the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. AUDITS AND INSPECTIONS:

The City or its delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as a part of the Agreement by whatever legal and reasonable means are deemed by the City.

9. DEFENSE & INDEMNITY AGREEMENT:

Provider agrees to defend, indemnify and save harmless the City, their appointed and elective officers, subcontractors, agents and/or employees, from and against all loss 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 City, their appointed or elected officials, subcontractors, agents and/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, whether such injury to persons or damage to property is due to the negligence of Provider, its subcontractors, agents and/or employees, except only such injury or damage as shall have been occasioned by the sole negligence of the City, or their appointed or elected officials, subcontractors, agents and/or employees. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.

10. NO THIRD-PARTY BENEFICIARIES:

Except as specifically provided herein, this Agreement is for the Parties hereto only, and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third-party beneficiary or other rights whatsoever hereunder.

11. PROOF OF INSURANCE:

The Providers shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate to cover event activities during the term of this Agreement. Current proof of insurance shall be in a form acceptable and approved by the City and shall be provided prior to the event. A Certificate of Insurance naming the City, its elected and/or appointed officials and/or officers, subcontractors, agents and/or employees as additional insured's along with an Endorsement policy stating the same shall accompany this Agreement for signing.

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

- a. Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Provider.
- b. The Provider shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

12. EQUAL OPPORTUNITY EMPLOYER:

The Provider shall comply with federal, state and local laws as to the requirements of an Equal Opportunity Employer.

13. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, including any regulation, ordinance or other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

14. VENUE AND JURISDICTION:

The Parties shall submit and not object to jurisdiction and venue being that of Skagit County, Washington, in connection with any claims arising out of this Agreement.

15. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application 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.

16. WAIVER:

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument in writing, signed by the Parties hereto.

17. ENTIRE AGREEMENT:

This written Agreement represents the entire Agreement between the Parties and supersedes any prior oral statements, discussions or understandings between the Parties.

18. COUNTERPARTS:

This Agreement may be executed in any number of identical counterparts, notwithstanding that all Parties have not signed the same counterpart, with the same effect as if all Parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same Agreement.

19. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided that no Party hereto may assign this Agreement

without the prior consent of the other Party, which consent shall not be unreasonably delayed or withheld.

20. HEADINGS:

The headings to the paragraphs of this Agreement are solely for the convenience of the Parties, and are not an aid in the interpretation of the instrument.

21. NOTICES:

Any notices to be sent to the City shall be sent to the City at the following address:

City of Burlington
ATTN: Finance Director
833 S. Spruce Street
Burlington, WA 98233

With additional copies to:
Burlington Parks and Recreation Dept.
ATTN: Director
900 E Fairhaven Avenue
Burlington WA 98233

Burlington Legal Department
ATTN: City Attorney
833 South Spruce Street
Burlington WA 98233

Any notices to be sent to Provider shall be sent to the following address:

Robert W. Droll, Landscape Architect, PS
ATTN: Robert Droll
4405 7th Avenue SE
Lacey, WA 98503

22. AUTHORITY.

Each individual executing this Agreement on behalf of the City and the Provider represents and warrants that such individual(s) are duly authorized to execute and deliver this Agreement on behalf of the City or the Providers.

IN WITNESS WHEREOF, the City and the Provider have executed this Agreement as of the date and year last written below.

CITY OF BURLINGTON

By: 

Steve Sexton, Mayor

PROVIDERS:

By: 

Robert W. Droll, Owner

Robert W. Droll, Landscape Architect, PS
Tax ID Number: 911572780

ATTEST:

By: Renee Sinclair
Renee Sinclair, Interim Finance Director

Approved as to Form:

By: Leif Johnson
Leif Johnson, City Attorney

Approved as to Content:

By: Loren Cavanaugh
Loren Cavanaugh, Parks & Recreation Director

FOR CITY USE ONLY:

Copy of the Certificate of Insurance and Endorsement Policy was received and complies with the terms herein on the 21st day of April, 2010, and is attached hereto.

By Brittany Johnson, HK, Title.

Exhibit A

Scope of Work

This assignment includes the work to be performed by Provider for Maiben Park on behalf of the City. Professional Services for Maiben Park includes preparing a Maiben Park Concept Design, attending/conducting public meetings, and preparing an estimate of probable cost.

Basis of Proposal

This Scope of Services and Fee Proposal are based upon discussions with the Director of Parks and Recreation for the City. This project includes preparing a Concept Design for a new Preschool and School-Age Play Area, reconfigured parking lot, new restroom, new pedestrian plaza, and space to accommodate future sprayground features. It is understood by all parties that the Concept Design will be based upon an aerial photo of the site and not, a Design Survey. Burlington understands that aerial photos are not to scale, are distorted, and do not represent horizontal and vertical information accurately, and therefore accepts the risks inherent with using an aerial photo as the Base Map versus a Design Survey which does not have these risks.

Scope of Services

Provider proposes the following Scope of Services to accomplish the work necessary for the Maiben Park Concept Design Park.

Task 1 Concept Design and Public Meetings

Task 1.01 Concept Design

RWD will prepare a Concept Design of the Maiben Park Improvements in the form of an ACAD Site Plan overlain onto an aerial photo. Site Plan will illustrate the type, size and location of all proposed plan elements. RWD will color and render Concept Plan. Deliverable Product will be a scaled illustration of the Maiben Park Concept Plan in hardcopy and electronic file formats.

Task 1.02 Public Meeting 1

RWD will prepare for and attend Public Meeting 1.

Task 1.03 Concept Site Plan Revisions

RWD will prepare Concept Plan revisions based upon Parks direction.

Task 1.04 Public Meeting 2

RWD will prepare for and attend Public Meeting 2.

Task 1.05 Concept Design Revisions

Based upon the Public's comments and Park's direction, RWD will revise Concept Plan accordingly.

Task 1.06 Public Meeting 3

RWD will prepare for, and attend Public Meeting 3.

Task 1.07 Concept Design Revisions

Based upon the Public's comments and Park's direction, RWD will revise Concept Plan accordingly.

Task 1.08 Estimate of Probable Capital and Annual Maintenance Costs

Prepare an Estimate of Probable Cost for Capital Construction Costs and Annual Maintenance Costs. Estimate will be prepared for one Phase of Construction only.

Task 1.09 City Council Meeting

RWD will prepare for, and attend the City Council Meeting where Bob will present the final Concept Design, the Public Engagement Process, and capital and maintenance costs.

Task 1.10 Project Management

Manage the contractual elements, scheduling, billing and timing of project. Communicate and coordinate with Client.

Additional Services, Excluded Services

Specific items that are not within the scope of work/services include, but are not limited to, the following:

- Design Survey
- Civil & Geotechnical Engineering
- Architectural, Electrical, Structural, and Mechanical Design
- Demand analysis/economic modeling
- Schematic Design, Design Development, Construction Documents or Proposed Design of any On, or Off-site improvements or building improvements
- Legal Descriptions of easements, Rights-of-Ways, etc.
- Hydrology Studies, Environmental Studies/Assessments
- Building, wetland, water quality or any environmental Permitting
- Regulatory Meeting, or Public Hearings
- Wetland Delineation/Report, Habitat Management Plan, Tree Report
- Construction Staking
- Wildlife and archaeological investigations
- Web-site preparation and hosting, visual impact analysis, photo-simulations, perspective character sketches, Graphics
- SEPA, JARPA, Building, Grading, or any land use, regulatory, and building permit applications

The City will provide such assistance and guidance to the Provider as may be required to support the objectives of this Agreement. The City will provide:

- Notification of, and space for Public Meetings
- Provide any, and all utilities mapping
- Client will request and attend a PreSubmission Conference with City to discover any Project issues, take notes and pass on to Provider.
- Any ACAD files on Maiben Park

Exhibit B

Project Scope of Work / Fee - 2016

Maiben Park

Burlington Parks & Recreation Department

#	Tasks	Total	RWD					
			Bob Droll/Project Manager		Land. Tech III		Clerical	
			hours	total	hours	total	hours	total
1.00	Concept Design & Public Meetings*							
1.01	Concept Park Design	\$ 2,410.00	6	\$ 810.00	16	\$ 1,600.00		\$ -
1.02	Public Meeting 1	\$ 1,080.00	8	\$ 1,080.00		\$ -		\$ -
1.03	Concept Design Revisions	\$ 2,140.00	4	\$ 540.00	16	\$ 1,600.00		\$ -
1.04	Public Meeting 2	\$ 1,080.00	8	\$ 1,080.00		\$ -		\$ -
1.05	Concept Design Revisions	\$ 1,070.00	2	\$ 270.00	8	\$ 800.00		\$ -
1.06	Public Meeting 3	\$ 1,080.00	8	\$ 1,080.00		\$ -		\$ -
1.07	Concept Design Revisions	\$ 1,070.00	2	\$ 270.00	8	\$ 800.00		\$ -
1.08	Estimate of Capital Probable Cost & Annual Maintenance Costs	\$ 1,010.00	6	\$ 810.00	2	\$ 200.00		\$ -
1.09	City Council Meeting	\$ 1,080.00	8	\$ 1,080.00		\$ -		\$ -
1.10	Project Management	\$ 3,100.00	20	\$ 2,700.00	2	\$ 200.00	4	\$ 200.00
Professional Services Subtotal		\$ 15,120.00						
Direct Expenses (plots, phone, reproduction, mail, etc.)		\$ 800.00						
Professional Services Project Development Total		\$ 15,920.00						

*Burlington Parks will prepare application, and attend PreSubmission Conference for Maiben Park

ITEM #: 5

CHECK ONE:

NEW BUS. XOLD BUS.

AGENDA ITEM

Council Date: February 23, 2017Bryan Harrison, City Administrator

Subject: Council Ward Reconfiguration Discussion: potential conversion from a six ward with one at-large position council composition to a three ward and one at-large position council composition

Attachments: Ordinance No. 1753 including Ward Map

Public Hearing Required: YES () NO (X)

SUMMARY

The filing period to declare as a candidate for one of the four City Council positions (Wards 4, 5, 6 and the At-Large position) that will be on the ballot in 2017 is approximately three months away. Currently, there are six distinct council wards with one Councilmember elected from each ward. There is also an additional "At Large" council position that may be filled by any eligible person residing within city limits. The existing City Council ward boundaries were established in December of 2011 via adoption of Ordinance No. 1753. The current WARD number, 2010 Census population, and year of term expiration are as follows:

<u>WARD</u>	<u>2010 Population</u>	<u>Council Term Expiration</u>
ONE	1,403	2019
TWO	1,406	2019
THREE	1,398	2019
FOUR	1,394	2017
FIVE	1,379	2017
SIX	1,408	2017
AT LARGE	8,388 (total city 2010 pop.)	2017

Some cities with seven Councilmembers elect six of those members from within three distinct wards (with two Councilmembers elected from each ward) and an additional (seventh) councilmember elected as an At-Large member. This system provides a greater population base within each ward, and also provides an opportunity for ward residents to run for city council once every two years, instead of once every four years.

One option for Burlington to convert to a three ward plus one at-large system could be accomplished simply by combining adjoining wards as per the following scenario:

<u>WARD</u>	<u>2010 Population</u>	<u>Council Term Expiration</u>
<u>New WARD ONE:</u> (established via combining existing wards one and four)		
WARD ONE/Position A (old WARD ONE):	2,797 (Old Wards 1&4 pop.)	2019
WARD ONE/Position B (old WARD FOUR):	2,797	2017
<u>New WARD TWO:</u> (established via combining existing wards two and six)		
WARD TWO/Position A (old WARD TWO):	2,814 (Old Wards 2&6 pop.)	2019
WARD TWO/Position B (old WARD SIX):	2,814	2017
<u>New WARD THREE:</u> (established via combining existing wards three and five)		
WARD THREE/Position A (old WARD THREE):	2,777 (old Wards 3&5 pop.)	2019
WARD THREE/Position B (old WARD FIVE):	2,777	2017
AT LARGE: (one city wide position)	8,388	2017

RECOMMENDATION

Discuss council ward boundaries and provide direction, **if any**, to staff regarding further evaluation of ward boundary adjustments, if so desired. Note: Modifying ward boundaries would require adoption of an ordinance following a public hearing. Retaining ward boundaries as they currently exist requires no action by council.

ORDINANCE NO. 1753

AN ORDINANCE REDISTRICTING THE WARDS OF THE CITY OF BURLINGTON, WASHINGTON (2011)

WHEREAS, the Burlington Municipal Code provides that the boundaries of the City Council wards balance the ward populations as required by State law; and

WHEREAS, the city council of a city, by ordinance, shall redistrict the city into wards as nearly equal in population and as compact and contiguous territory as practicable based upon the results of an official census; and

WHEREAS, Chapter 29A.76 RCW governs redistricting procedures in Washington, and provides that during the adoption of a redistricting plan, at least one public hearing shall be held, and the public be invited to comment on the proposed plan; and

WHEREAS, the City Council of the City of Burlington, Washington conducted such a hearing and desires to establish new ward boundaries that are of as compact and contiguous territory as practicable, with each ward having nearly equal population.

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

SECTION I. That section 1.12.010 of the Burlington Municipal Code is hereby revised and re-enacted, the amended section to read as follows:

1.12.010 Designated. Wards established – Purpose.

For convenience in municipal government of the city, and in the management of municipal affairs thereof, and of the holding of elections and the election of officers therein, the territory embraced within the corporate limits of the City of Burlington, Washington, be and the same is divided into six (6) wards, which wards shall be numbered and shall have boundaries as provided as follows:

Ward 4

Starting at the intersection of BN-SF RR and Burlington Boulevard. North on Burlington Boulevard to Victoria Avenue. West on Victoria Avenue to Koch Street. South on Koch Street to Simons Avenue. West on Simons Avenue to Norris Street. South on Norris Street to 400 Norris Street and old city limits. West on old city limits to I-5. South on I-5 to BN-SF RR. Northeast along BN-SF RR to the point of the beginning.

A. BURLINGTON CITY COUNCIL WARD 1

Commencing at the intersection of the centerline of North Burlington Boulevard and West Victoria Avenue;

Thence west along the centerline of said West Victoria Avenue to its intersection with the centerline of North Norris Street;

Thence south along said centerline of North Norris Street to its intersection with South Norris Street;

Thence continuing south along the centerline of South Norris Street approximately 1,766 feet;

Thence due west approximately 293 feet to the centerline of Interstate Highway 5;

Thence south along said centerline of Interstate Highway 5 to its intersection with the centerline of State Route 20;

Thence east along said centerline of State Route 20 to the intersection of East Rio Vista Avenue and South Burlington Boulevard;

Thence south along said centerline of South Burlington Boulevard to its intersection with the centerline of Lila Lane;

Thence west along said centerline of Lila Lane to its intersection with the centerline of Fenton Lane;

Thence south along said centerline of Fenton Lane to its intersection with the centerline of Andis Road;

Thence east along said centerline of Andis Road to its intersection with the centerline of South Burlington Boulevard;

Thence south along said centerline of South Burlington Boulevard to its intersection with the centerline of Gilkey Road;

Thence east along said centerline of Gilkey Road to its intersection with the centerline of South Spruce Street;

Thence north along said centerline of South Spruce Street to its intersection with the centerline of East Rio Vista Avenue;

Thence west along said centerline of East Rio Vista Avenue to its intersection with the centerline of South Walnut Street;

Thence north along said centerline of South Walnut Street to its intersection with the centerline of the Burlington Northern Railroad;

Thence southwest along said centerline of the Burlington Northern Railroad to its intersection with the centerline of South Burlington Boulevard;

Thence north along said centerline of South Burlington Boulevard to its intersection with the centerline of North Burlington Boulevard;

Thence continuing north along said centerline of North Burlington Boulevard to the point of beginning.

Ward 2

Starting at the intersection of eastern city limits and Fairhaven Avenue. West on Fairhaven Avenue to Section Street. North on Section Street to Monroe Street. West on Monroe Street to Short Street. Southwest on Short Street to Skagit Street. South on Skagit Street to Victoria Avenue. West on Victoria Avenue to Regent Street. North on Regent Street to Magnolia Avenue. West on Magnolia Avenue to Anacortes Street. North on Anacortes Street to Fritsch Avenue. West on Fritsch Avenue to Cherry Street. South on Cherry Street to Magnolia Avenue. West on Magnolia Avenue to Walnut Street. South on Walnut Street to Avon Avenue. West on Avon Avenue to Alder Street. South on Alder Street to Victoria Avenue. West on Victoria Avenue to Koch Street. South on Koch Street to Simons Avenue. West on Simons Avenue to Norris Street. South on Norris Street to 400 Norris Street and old city limits. West on old city limits to I-5. South on I-5 to Norris Street. West on Norris Street to Frontage Road. North on Frontage Road to Peterson Road. West on Peterson Road to Pauli Drive. South on Pauli Drive to

~~West Point Drive. South on West Point Drive to city limits. West, north, east and south along city limits to the point of the beginning.~~

B. BURLINGTON CITY COUNCIL WARD 2

Commencing at the intersection of the centerline of North Burlington Boulevard and West Victoria Avenue;

Thence north along the centerline of said West Victoria Avenue to its intersection with the centerline of North Norris Street;

Thence south along said centerline of North Norris Street to its intersection with South Norris Street;

Thence continuing south along the centerline of South Norris Street approximately 1,766 feet;

Thence due west approximately 293 feet to the centerline of Interstate Highway 5;

Thence south along said centerline of Interstate Highway 5 to its intersection with the centerline of South Norris Street;

Thence west along said centerline of South Norris Street to its intersection with the centerline of Peterson Road;

Thence northerly and westerly along said centerline of Peterson Road to its intersection with the centerline of Quinnat Drive;

Thence south along said centerline of Quinnat Drive to its intersection with the centerline of Keta Avenue;

Thence west along said centerline of Keta Avenue to its intersection with the west city limit boundary of the City of Burlington;

Thence north following said city limit boundary of the City of Burlington to its intersection with the centerline of North Skagit Street, said intersection also being a point along the city limit boundary of the City of Burlington;

Thence south along said centerline of North Skagit Street to its intersection with the centerline of Avon Avenue;

Thence west along the centerline of Avon Avenue to its intersection with the centerline of North Regent Street;

Thence north along the centerline of North Regent Street to its intersection with the centerline of State Route 20;

Thence southwest along the centerline of State Route 20 to its intersection with the centerline of Cascade Highway;

Thence southwest along said centerline of Cascade Highway to its intersection with the centerline of East Victoria Avenue;

Thence west along the centerline of East Victoria Avenue, if extended, to its intersection with the centerline of the Burlington Northern Railroad;

Thence continuing west along the centerline of East Victoria Avenue, if extended, to its intersection with the centerline of North Burlington Boulevard;

Thence north along the centerline of North Burlington Boulevard to the point of beginning.

Ward 3

Starting at the intersection of Victoria Avenue and Burlington Boulevard. South on Burlington Boulevard to BN SF RR. Northeast and south along BN SF RR to Greenleaf Avenue. East on Greenleaf Avenue to BN SF RR. South along BN SF RR to extension of Rio Vista Avenue. East on Rio Vista Avenue to Regent Street. North on Regent Street to Magnolia Avenue. West on Magnolia Avenue to Anacortes Street. North on Anacortes Street to Fritsch Avenue. West on Fritsch Avenue to Cherry Street. South on Cherry Street to Magnolia Avenue. West on Magnolia Avenue to Walnut Street. South on Walnut Street to Avon Avenue. West on Avon Avenue to Alder Street. South on Alder Street to Victoria Avenue. West on Victoria Avenue to the point of the beginning.

C. BURLINGTON CITY COUNCIL WARD 3

Commencing at the intersection of the centerline of North Burlington Boulevard and East Victoria Avenue:

Thence east along the centerline of East Victoria Avenue, if extended, to its intersection with the centerline of the Burlington Northern Railroad;

Thence continuing east along the centerline of East Victoria Avenue, if extended, to its intersection with the centerline of Cascade Highway;

Thence northeast along said centerline of Cascade Highway to its intersection with the centerline of State Route 20;

Then northeast along said centerline of State Route 20 to its intersection with the centerline of North Regent Street;

Thence south along said centerline of North Regent Street to its intersection with the centerline of East Victoria Avenue;

Thence east along said centerline of East Victoria Avenue to its intersection with the centerline of North Skagit Street;

Thence south along said centerline of North Skagit Street to its intersection with the centerline of South Skagit Street;

Thence south along said centerline of South Skagit Street to its intersection with the centerline of Greenleaf Avenue;

Thence continuing south along the centerline of South Skagit Street a distance of approximately 15.8 feet;

Thence east to the intersection of the easterly right-of-way line of South Skagit Street and the southerly right-of-way line of Tiger Lane;

Thence approximately S 88d 40'38" E a distance of approximately 397 feet;

Thence approximately S 01d 53'07" W a distance of approximately 98 feet;

Thence approximately S 73d 00'58" E a distance of approximately 126 feet;

Thence approximately S 46d 58'10" E a distance of approximately 43 feet to a point along the centerline of Filbert Lane;

Thence south along said centerline of Filbert Lane to its intersection with the centerline of East Rio Vista Avenue;

Thence west along said centerline of East Rio Vista Avenue to its intersection with the centerline of South Skagit Street;

Thence south along said centerline of South Skagit Street to its intersection with the centerline of Sharon Avenue;

Thence west along said centerline of Sharon Avenue to its intersection with the centerline of South Anacortes Street;

Thence south along said centerline of South Anacortes Street to its intersection with the centerline of Pease Road;

Thence west along said centerline of Pease Road to its intersection with the centerline of the Burlington Northern Railroad;

Thence north along said centerline of the Burlington Northern Railroad to its intersection with the centerline of Gilkey Road, if extended easterly;

Thence west along said centerline of Gilkey Road, if extended, to its intersection with the centerline of South Spruce Street;

Thence north along said centerline of South Spruce Street to its intersection with the centerline of East Rio Vista Avenue;

Thence west along said centerline of East Rio Vista Avenue to its intersection with the centerline of South Walnut Street;

Thence north along said centerline of South Walnut Street to its intersection with the centerline of the Burlington Northern Railroad;

Thence southwest along said centerline of the Burlington Northern Railroad to its intersection with the centerline of South Burlington Boulevard;

Thence north along said centerline of South Burlington Boulevard to its intersection with the centerline of North Burlington Boulevard;

Thence continuing north along said centerline of North Burlington Boulevard to the point of beginning.

Ward 4

Starting at the intersection of western city limits and West Point Drive. North on West Point Drive to Pauli Drive. North on Pauli Drive to Peterson Road. East on Peterson Road to Frontage Road. Southeast on Frontage Road to Norris Street. East on Norris Street to I-5. South on I-5 to BN-SF RR. Northeast and south along BN-SF RR to Greenleaf Avenue. East on Greenleaf Avenue to BN-SF RR. South along BN-SF RR to extension of Rio Vista Avenue. East on extension of Rio Vista Avenue to Cherry Street. South on Cherry Street to Sharon Avenue. East on Sharon Avenue to Anacortes Street. South on Anacortes Street to Whitmarsh Road. South and west on Whitmarsh Road to BN-SF RR. South along BN-SF RR to the city limits. West and north along city limits to the point of the beginning.

D. BURLINGTON CITY COUNCIL WARD 4

Commencing at the intersection of the centerline of South Burlington Boulevard and East Rio Vista Avenue, said intersection also being a point along the centerline of State Route 20;

Thence west along said centerline of State Route 20 to its intersection with the centerline of Interstate Highway 5;

Thence north along said centerline of Interstate Highway 5 to its intersection with the centerline of South Norris Street;

Thence west along said centerline of South Norris Street to its intersection with the centerline of Peterson Road;

Thence northerly and westerly along said centerline of Peterson Road to its intersection with the centerline of Quinnat Drive;

Thence south along said centerline of Quinnat Drive to its intersection with the centerline of Keta Avenue;

Thence west along said centerline of Keta Avenue to its intersection with the west city limit boundary of the City of Burlington;

Thence south and east along said boundary line of the City of Burlington to its intersection with the centerline of Interstate Highway 5;

Thence east along said boundary line of the City of Burlington to its intersection with the centerline of the Burlington Northern Railroad;

Thence north along said centerline of the Burlington Northern Railroad to its intersection with the centerline of East Whitmarsh Road;

Thence east along said centerline of East Whitmarsh Road to its intersection with the centerline of Whitmarsh Road;

Thence north along said centerline of Whitmarsh Road to its intersection with the centerline of Pease Road;

Thence west along said centerline of Pease Road to its intersection with the centerline of the Burlington Northern Railroad;

Thence north along said centerline of the Burlington Northern Railroad to its intersection with the centerline of Gilkey Road, if extended easterly;

Thence west along said centerline of Gilkey Road, if extended, to its intersection with the centerline of South Burlington Boulevard;

Thence north along said centerline of South Burlington Boulevard to its intersection with the centerline of Andis Road;

Thence west along said centerline of Andis Road to its intersection with the centerline of Fenton Lane;

Thence north along said centerline of Fenton Lane to its intersection with the centerline of Lila Lane;

Thence east along said centerline of Lila Lane to its intersection with the centerline of South Burlington Boulevard;

Thence north along said centerline of South Burlington Boulevard to the point of beginning;

Ward 5

Starting at the intersection of eastern city limits and Rio Vista Avenue. West on Rio Vista Avenue to Cherry Street. South on Cherry Street to Sharon Avenue. East on

Sharon Avenue to Anacortes Street. South on Anacortes Street to Whitmarsh Road. South and west on Whitmarsh Road to BN SF RR. South along BN SF RR to the city limits. Northeast and north along city limits to the point of the beginning.

E. BURLINGTON CITY COUNCIL WARD 5

Commencing at the intersection of the centerline of South Anacortes Street and Sharon Avenue;

Thence east along said centerline of Sharon Avenue to its intersection with the centerline of South Skagit Street;

Thence north along said centerline of South Skagit Street to its intersection with the centerline of East Rio Vista Avenue;

Thence east along said centerline of East Rio Vista Avenue to its intersection with the east city limit boundary of the City of Burlington;

Thence south along said city limit boundary line of the City of Burlington to its intersection with the centerline of the Burlington Northern Railroad;

Thence north along said centerline of the Burlington Northern Railroad to its intersection with the centerline of East Whitmarsh Road;

Thence east along said centerline of East Whitmarsh Road to its intersection with the centerline of Whitmarsh Road;

Thence north along said centerline of Whitmarsh Road to its intersection with the centerline of South Anacortes Street;

Thence north along said centerline of South Anacortes Street to the point of beginning.

Ward 6

~~Starting at the intersection of eastern city limits and Fairhaven Avenue. West on Fairhaven Avenue to Section Street. North on Section Street to Monroe Street. West on Monroe Street to Short Street. Southwest on Short Street to Skagit Street. South on Skagit Street to Victoria Avenue. West on Victoria Avenue to Regent Street. South on Regent Street to Rio Vista Avenue. East on Rio Vista Avenue to city limits. East, north and west along city limits to the point of the beginning.~~

F. BURLINGTON CITY COUNCIL WARD 6

Commencing at the intersection of the centerline of East Rio Vista Avenue and Filbert Lane;

Thence east along said centerline of East Rio Vista Avenue to its intersection with the east city limit boundary of the City of Burlington;

Thence north following said city limit boundary of the City of Burlington to its intersection with the centerline of North Skagit Street, said intersection also being a point along the city limit boundary of the City of Burlington;

Thence south along said centerline of North Skagit Street to its intersection with the centerline of Avon Avenue;

Thence west along the centerline of Avon Avenue to its intersection with the centerline of North Regent Street;

Thence south along said centerline of North Regent Street to its intersection with the centerline of East Victoria Avenue;

Thence east along said centerline of East Victoria Avenue to its intersection with the centerline of North Skagit Street;

Thence south along said centerline of North Skagit Street to its intersection with the centerline of South Skagit Street;

Thence continuing south along said centerline of South Skagit Street to its intersection with the centerline of Greenleaf Avenue;

Thence continuing south along the centerline of South Skagit Street a distance of approximately 15.8 feet;

Thence east to the intersection of the easterly right-of-way line of South Skagit Street and the southerly right-of-way line of Tiger Lane;

Thence approximately S 88d 40'38" E a distance of approximately 397 feet;

Thence approximately S 01d 53'07" W a distance of approximately 98 feet;

Thence approximately S 73d 00'58" E a distance of approximately 126 feet;

Thence approximately S 46d 58'10" E a distance of approximately 43 feet to a point along the centerline of Filbert Lane;

Thence south along said centerline of Filbert Lane to its intersection with the centerline of East Rio Vista Avenue, said intersection being the point of beginning.

SECTION II. That section 1.12.030 of the Burlington Municipal Code is hereby revised and re-enacted, the amended section to read as follows:

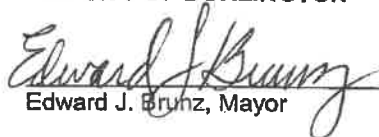
1.12.030 City council – Voting.

Each council member shall be voted upon by all voters in the city as a council member ~~councilman~~ for that district in the general election, but nominating votes in the primary election shall be by voters in the ward in which the candidate resides.

SECTION III. The City Clerk is hereby authorized and directed to send a certified copy of Ward redistricting of this Ordinance, including the map and written description adopted herein by reference to Skagit County.

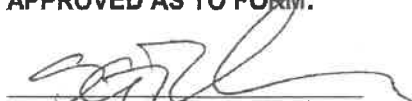
INTRODUCED, passed by the City Council, and approved by the Mayor of the City of Burlington, Washington, at an open public meeting this 8th day of December, 2011.

THE CITY OF BURLINGTON


Edward J. Brunz, Mayor

ATTEST:


Greg Thramer, Finance Director

APPROVED AS TO FORM:
Scott G. Thomas, City Attorney

FILED WITH THE FINANCE DIRECTOR:	11/30/2011
PASSED BY THE CITY COUNCIL:	12/8/2011
SIGNED BY THE MAYOR:	12/12/2011
PUBLISHED:	12/12/2011
EFFECTIVE DATE:	12/17/2011

Analysis

Table 1 below shows the total population for each ward at three key times during the last 10 years: 2002, 2010 and the current 2012 proposed version. The 2002 values show the total population of each ward as adopted after redistricting in 2002 using Census 2000 data. The 2010 values show each ward's current unbalanced population prior to redistricting for 2012 using Census 2010 data. The 2012 Proposed column shows each ward's population after rebalancing per 2010 Census data.

Total Population			
	<u>2002</u>	<u>2010</u>	<u>2012 Proposed</u>
Ward 1	1,155	1,162	1,403
Ward 2	1,509	2,306	1,406
Ward 3	1,120	991	1,398
Ward 4	758	1,160	1,394
Ward 5	1,107	1,546	1,379
Ward 6	1,144	1,223	1,408

Table 1

Table 2 shows the differences in population per ward as a percentage from the average ward population at the same times over the last 10 years. The total population of the City of Burlington, per 2010 Census data is 8,388 which yields a target of 1,398 per ward after rebalancing. Note that as of 2010 and prior to rebalancing, Ward 2 is approximately 65% over the average ward population, while Ward 3 is approximately 29% under the average. After rebalancing, the proposed 2012 ward boundaries yield ward population totals that vary at most by 1.4%.

% Difference from Average			
	<u>2002</u>	<u>2010</u>	<u>2012 Proposed</u>
Ward 1	2.02	-16.88	0.36
Ward 2	33.28	64.95	0.57
Ward 3	-1.07	-29.11	0.00
Ward 4	-33.05	-17.02	-0.29
Ward 5	-2.22	10.59	-1.36
Ward 6	1.05	-12.52	0.72

Table 2

Results

The current (2010) population totals clearly illustrate the need for rebalancing since the difference in total population between wards vary as much as 1,315 (65%). The largest difference in total population per ward after rebalancing in 2002 was 751 persons (33%). Similarly, the proposed 2012 rebalanced ward population totals produced by this analysis vary by a maximum of 29 persons (1.4%).

¹ "Guide to Redistricting" Washington State Secretary of State, Olympia, Washington. September 2010.

City of Burlington 2012 Redistricting Summary – Wards

Introduction

Each decade, following the U.S. decennial census, boundaries are modified to rebalance internal governing districts or wards so that they represent “essentially equal shares of the district's population based on the census data.”¹ Population growth takes place unevenly, and therefore must be equally redistributed when more current data becomes available. This process is also referred to as “redistricting”.

Each district or jurisdiction is responsible for the rebalancing of its internal and/or director districts. Rules for redistricting these internal or director districts/wards are contained in RCW 29A.76.010 and RCW 29A.76.020.¹ Legislative and congressional district lines are adjusted by the bipartisan Washington State Redistricting Committee. City wards, port commissioner, school director, and several other local director district boundaries are rebalanced and redrawn by those individual local jurisdictions.

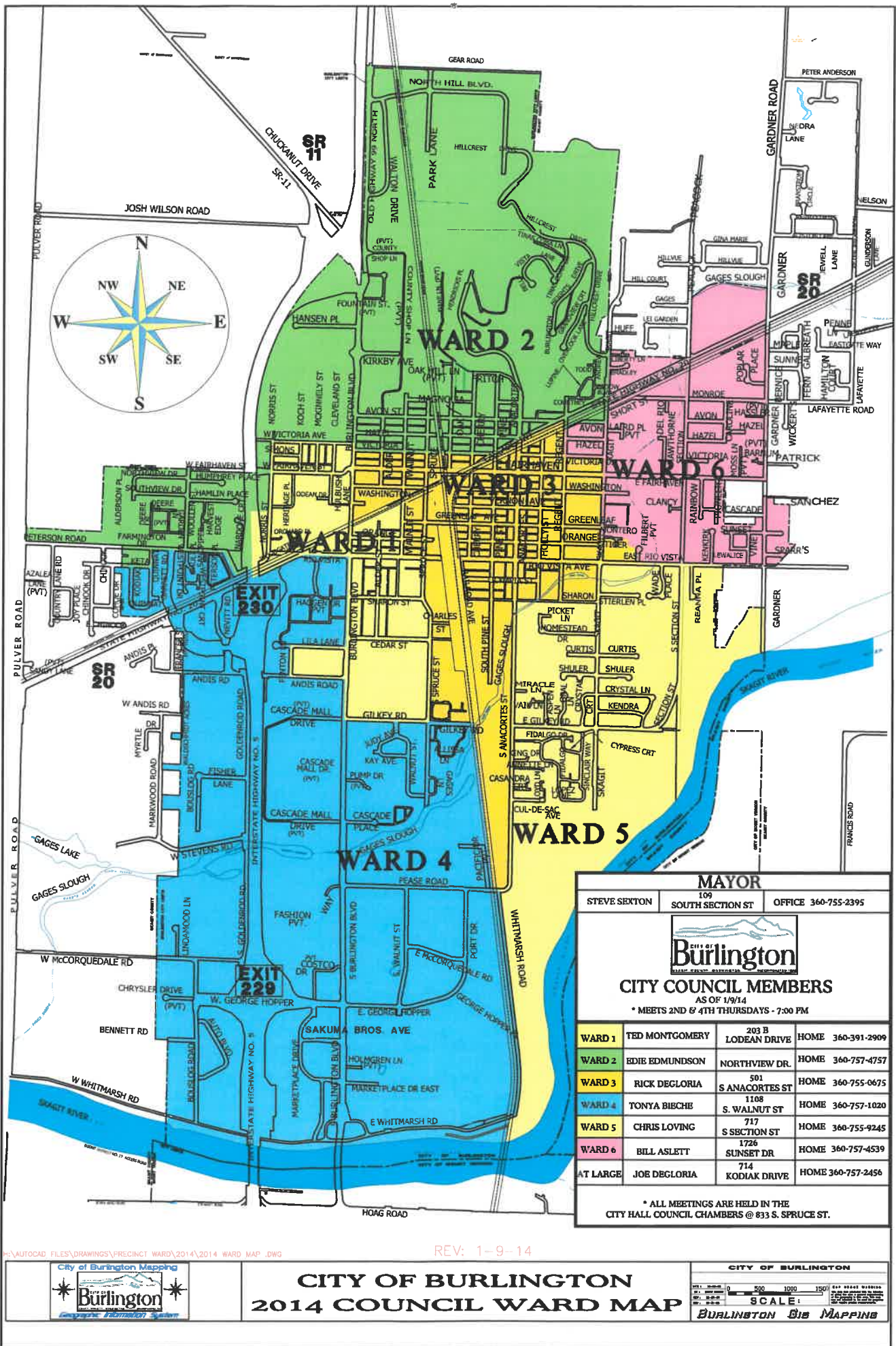
Upon receiving the 2010 census data, city, county and local jurisdictions have eight months under state law to adjust their district/ward boundaries and submit finalized redistricting plans to the County Auditor. Prior to adopting new city ward boundaries, public hearings may be required.


The Skagit County GIS Department in cooperation with the City of Burlington, have rebalanced and modified the six City of Burlington council wards for redistricting purposes. The actual task of redrawing ward boundaries is accomplished using Geographic Information System (GIS) software in conjunction with population data from the U.S. Census Bureau. The smallest level of census geography containing population information is the census block. Analysts use the GIS software to aggregate census blocks into wards and calculate total population in order to maintain wards with equal population. Census blocks are the smallest unit of geography available, and therefore only entire census blocks can be aggregated and cannot be split.

This document and corresponding map (map no. 110.0) represent the proposed 2012 City of Burlington Council Ward boundaries developed using this process and the following guiding principles:

1. Rebalance ward boundaries such that they represent essentially equal shares of the population based on 2010 U.S. Census data.¹
2. Maintain contiguous wards using direct boundaries that follow clear geographic features.
3. Maintain current city ward boundary lines as much as possible.

¹ “Guide to Redistricting” Washington State Secretary of State, Olympia, Washington. September 2010.



MAYOR			
STEVE SEXTON	109	SOUTH SECTION ST	OFFICE 360-755-2395
			
CITY COUNCIL MEMBERS			
AS OF 1/9/14			
* MEETS 2ND & 4TH THURSDAYS - 7:00 PM			
WARD 1	TED MONTGOMERY	203 B LODEAN DRIVE	HOME 360-391-2909
WARD 2	EDIE EDMUNDSON	NORTHVIEW DR.	HOME 360-757-4757
WARD 3	RICK DEGLORIA	501 S ANACORTES ST	HOME 360-755-0675
WARD 4	TONYA BIECHE	1108 S WALNUT ST	HOME 360-757-1020
WARD 5	CHRIS LOVING	717 S SECTION ST	HOME 360-755-9245
WARD 6	BILL ASLETT	1726 SUNSET DR	HOME 360-757-4539
AT LARGE	JOE DEGLORIA	714 KODIAK DRIVE	HOME 360-757-2456
* ALL MEETINGS ARE HELD IN THE CITY HALL COUNCIL CHAMBERS @ 833 S. SPRUCE ST.			

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REV: 1-9-14



CITY OF BURLINGTON 2014 COUNCIL WARD MAP

