

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
7:00 p.m. May 11, 2017

CALL TO ORDER:

Mayor Sexton
Council Members: Aslett, Bieche, J. DeGloria, R. DeGloria, Edmundson, Loving and Montgomery
Staff: Berner, Blaine, Bloodgood, Dempsey, Erickson, Harrison, Hawes, Brad Johnson, Brittany Johnson, L. Johnson, Jongsma, Moser, Peterson, Pulst, Schwetz, Sinclair, Ward, Yengoyan

MINUTES:

City Council Meeting April 27, 2017

AUDIT OF BILLS:

PUBLIC COMMENTS:

COUNCIL COMMENTS:

MAYOR'S UPDATE:

PROCLAMATION:

- 1) Building Safety Month – May 2017
- 2) Recognition of Governor Inslee's Drinking Water Week Proclamation

SPECIAL PRESENTATION:

- 1) Goals for 2017 & Accomplishments of 2016 – Public Works/Library/Parks & Recreation

OFFICERS REPORTS:

TBD

UNFINISHED BUSINESS:

CONSENT AGENDA:

NEW BUSINESS:

- 1) Conditional Use Permit to construct a hotel in the M-1 Industrial zoning district
- 2) Request to close a portion of Victoria Avenue east of N Cherry – F.O. Eagles 3242, Applicant
- 3) Increasing the hours of librarian position to forty (40) hours
- 4) Naming of 219 S Skagit St Building in Maiben Park
- 5) Bid Award – Fireworks for Berry Dairy Days
- 6) Reciprocal Lending Agreement for Fire Equipment with the City of Mount Vernon
- 7) **Public Hearing** – Mayoral Compensation

FUTURE WORKSHOP:

EXECUTIVE SESSION:

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

ADJOURNMENT:

MEETINGS:

- 1) PUBLIC SAFETY COMMITTEE: Tuesday **May 9, 2017** 4:00 p.m.
Public Safety Building, 311 Cedar Street
- 2) AUDIT & FINANCE COMMITTEE: Thursday **May 11, 2017** 4:00 p.m.
City Hall, 833 S Spruce Street
- 4) PUBLIC WORKS COMMITTEE: Tuesday **May 16, 2017** 4:00 p.m.
Public Works Conference Room, 833 S Spruce St
- 5) SKAGIT TRANSIT BOARD: Tuesday **May 17, 2017** 1:00 p.m.
City Hall, 833 S Spruce St
- 6) DOWNTOWN BURLINGTON ASSOCIATION: Wednesday **May 24, 2017** 9:00 a.m.
Visitor Information Center, 520 E Fairhaven Ave
- 7) COMMUNITY OPEN HOUSE: Wednesday **May 24, 2017** 6:00 p.m.
City Hall, 833 S Spruce Street

May 2017

May 2017

June 2017

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

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

June 2017

June 2017

July 2017

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 28	29	30	31	Jun 1	2	3
4	5	6	7	8	9	10
	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		
11	12	13	14	15	16	17
		4:00pm Public Safety Committee (Public Safety Building)				
18	19	20	21	22	23	24
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25	26	27	28	29	30	Jul 1
			9:00am 10:00am Downtown Burlington Association (Visitor Information Center/Chamber of			

May 28 - Jun 3

Jun 4 - 10

Jun 11 - 17

Jun 18 - 24

Jun 25 - Jul 1

April 27, 2017

CALL TO ORDER:

Mayor Pro Tem Rick DeGloria called the meeting to order at 7:00 p.m., with the Pledge of Allegiance. Council members present: Bill Aslett, Tonya Bieche, Joe DeGloria, Edie Edmundson, Chris Loving, and Ted Montgomery. Staff present: Jennifer Berner, Kelly, Blaine, Bryan Harrison, Brad Johnson, Brittany Johnson, Alan Jongsma, Renee Sinclair, Sarah Ward, and Levon Yengoyan.

MINUTES:

A motion was made to approve the minutes of the April 13, 2017 council meeting by **Councilors Loving/J. DeGloria**. All in favor; motion carried.

AUDIT OF BILLS:

A motion was made by **Councilors J. DeGloria/Aslett** to approve Accounts Payable checks numbered 36168 – 36278 in the amount of \$244,256.98; and April 15 payroll checks numbered 36150 – 36167 in the amount of \$418,848.78. All in favor; motion carried.

PUBLIC COMMENTS:

No Public Comments.

COUNCIL COMMENTS:

Councilor Edmundson thanked the Buildings & Grounds crew for safely moving the historical cabinets to the VIC and stated there will be an unveiling of the historical cabinets on Saturday, May 6, 2017 at 1:00 p.m. The display in the cabinets will be a tribute to the Garl family and many members of the Garl family will be in attendance.

Councilor Aslett commented that he had just attended a retreat at the library and attendees of the retreat complimented the City on the amount and the quality of the available meeting spaces.

MAYOR COMMENTS:

There were no Mayor comments.

SPECIAL PRESENTATIONS:

SUMMIT GROUP SOLUTIONS – HISTORICAL BUILDING SURVEY

City Administrator Bryan Harrison introduced Kenny Gunn with Summit Solutions group and reviewed the history of this project. Mr. Gunn explained the role of Summit Solutions Group and what the company was hired to do in Burlington, a historical reconnaissance survey and the options of the City for future historical plans. Gunn

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reviewed the project survey tasks, definitions of historic buildings, and the guidelines used to evaluate historical buildings. Discussion of the types of buildings surveyed and the results ensued. Gunn reviewed the properties, streets, data from the survey, and future project opportunities.

A motion was made to add agenda item #2 request to close a portion of the sidewalk and three parking spaces on North Oak Street adjacent to the Trainwreck by **Councilors Aslett/Bieche**. All in favor; motion carried.

NEW BUSINESS:

REQUEST TO CLOSE A PORTION OF THE SIDEWALK AND THREE PARKING SPACES ON NORTH OAK STREET ADJACENT TO THE TRAINWRECK FOR THEIR ANNUAL GOLF TOURNAMENT AWARDS BANQUET

Senior Planner Brad Johnson stated this closure is an annual request from the Trainwreck and that there are no concerns from planning staff regarding this request.

A motion was made to approve the closure request for a portion of the sidewalk and three parking spaces on North Oak Street on Saturday, June 3, 2017 by **Councilors Aslett/J. DeGloria**. All in favor; motion carried.

PUBLIC HEARING: STREET VACATION REQUEST OF THE SOUTH 355 FEET, 60 FEET IN WIDTH OF NORTH HILL BOULEVARD BY PACIFIC WOODTECH.

Senior Planner Brad Johnson stated that Pacific Woodtech purchased the two lots east of North Hill Boulevard and is proposing to vacate the South 355 feet of the 60 foot wide street adjacent to these lots. **Johnson** reviewed the notification process and the feedback received from the utility companies regarding easements. The request complies with state law and has been reviewed by Public Works.

Mayor Pro Tem R. DeGloria opened the Public Hearing.

There were no public comments made.

A motion was made to close the Public Hearing by **Councilors J. DeGloria/Aslett**. All in favor; motion carried.

A motion was made to approve the Street Vacation and authorize the Mayor's signature on the proposed ordinance by **Councilors J. DeGloria/Loving**. All in favor; motion carried.

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SPECIAL PRESENTATIONS:

GOALS FOR 2017 & ACCOMPLISHMENTS FOR 2016 – COMMUNITY DEVELOPMENT/FIRE MARSHAL/IT

City Administrator Bryan Harrison stated that this was the first of the presentations that will highlight each department's goals and accomplishments. The presentations will be posted on the City website once each department has presented. **Permit Center Manager Kim O'Hara, Senior Planner Brad Johnson, and Building Official Al Jongsma** reviewed the goals and accomplishments of the Community Development Department. **Fire Marshal Kelly Blaine and Fire Prevention Specialist Erica Littlewood** reviewed the goals and accomplishments of the Fire Marshal's office. **IT Manager Geoff Hawes** reviewed the goals and accomplishments of the IT Department.

OFFICER'S REPORTS:

Library Director Sarah Ward informed council that a long time employee of the library is retiring from a thirty hour position and stated that she would be coming to council to ask for an additional ten hours. **Ward** stated that she will bring more information to the next council meeting.

City Administrator Bryan Harrison reviewed the current motion regarding Indigent Defense and stated that the Public Defense Supervisor has received a firm end date of July 1, 2017. **Harrison** stated that the Judge commended the cities of Mount Vernon on their response to a Federal Court injunction.

City Administrator Bryan Harrison stated that an ordinance has been drafted to establish standards for lodging establishments within the City of Burlington. There has been a meeting scheduled with the hoteliers to review the ordinance and receive feedback. That meeting is scheduled for Monday, May 8, at 2:00 p.m. **Harrison** informed council that House Bill 1757 which responds to the issue of meth contamination in establishments has been passed. **Harrison** reviewed the details of this bill and the rights this bill allows; this bill will be in effect July 23, 2017.

City Administrator Bryan Harrison informed council that there will be a Community Open House held in the Council Chambers on Wednesday, May 24, at 6:00 p.m.

City Administrator Bryan Harrison stated that the City has formally extended a conditional offer of employment to Mike Luvera contingent upon a background check, psych, and poly graph. **Harrison** thanked all who participated in the process.

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Public Works Director Marv Pulst reviewed future, current, and ongoing grant applications for the Public Works Department. **Pulst** updated council on the sewer failure that occurred last week on East Sharon. **Pulst** reviewed the process to fix and stated there were contractors that helped with the fix in the emergency situation.

ADJOURNMENT:

Mayor Pro Tem R. DeGloria adjourned the meeting at 9:03 p.m.

Renee Sinclair
Director of Budget & Accounting

Rick DeGloria
Mayor Pro Tem



Proclamation

Building Safety Month — May, 2017



Whereas, the **City of Burlington, Washington** is committed to recognizing our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

Whereas, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a U.S. based organization, that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, worship, play, and;

Whereas, our nation benefits economically and technologically from using the International Codes® that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the nation; these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to keep America great, and;

Whereas, "Code Officials—Partners in Community Safety and Economic Growth" the theme for Building Safety Month 2017, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2017 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Steve Sexton, Mayor of the City of Burlington, do hereby proclaim the month of May 2017 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Steve Sexton, Mayor

The State of Washington



Proclamation

WHEREAS, safe and reliable drinking water is vital to healthy communities and a vibrant economy; and

WHEREAS, public awareness and recognition of the value of water in our daily lives is critical to protecting, supporting and sustaining this resource; and

WHEREAS, every day thousands of dedicated water system operators, scientists, engineers, local elected officials, and others work to ensure Washington's tap water is safe; and

WHEREAS, every citizen can do their part by protecting our source waters from pollution, supporting the upkeep of our drinking water infrastructure, practicing water conservation, and getting involved in local water issues; and

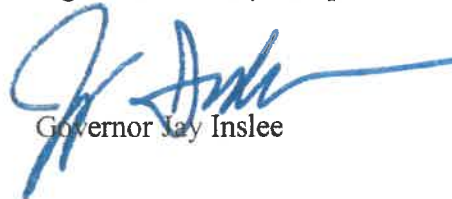
WHEREAS, what we do today to protect our drinking water from threats like aging infrastructure and a changing climate will affect the prosperity and well-being of future generations;

NOW THEREFORE, I, Jay Inslee, Governor of the state of Washington, do hereby proclaim May 7-13, 2017, as

Drinking Water Week

in Washington, and I encourage all people in our state to join me in this special observance.

Signed this 4th day of April, 2017



Governor Jay Inslee





PLANNING COMMISSION RECOMMENDATION

DATE: April 19, 2017

PROJECT: George Hopper Road Hotel (CUP 1-17)

LOCATION: 500 East George Hopper Road

PARCELS: P116575 & P116576

APPLICANT: Advantage Business Park LLC

REQUEST:

On February 27, 2017 Advantage Business Park LLC submitted an application to construct a three story hotel building with 36,000 – 45,000 sq. ft. of floor space. The proposed hotel will be built on a 103,204 sq. ft. site comprised of two separate lots. The development will result in approximately 69, 875 sq. ft. of new impervious surfaces and will include 83 parking spaces.

FINDINGS OF FACT:

The Planning Commission hereby adopts the findings of fact enumerated in the attached Staff Report and Recommendation produced by the City's Planning Department and dated April 12, 2017 (see exhibit "1").

CONCLUSIONS OF LAW:

1. Based on applicable Burlington Municipal Code requirements and the findings presented in the attached Staff Report and Recommendation, the Planning Commission concludes that it is authorized to forward a recommendation to the City Council on this application pursuant to BMC 17.68.030.D and BMC 17.68.090.B.
2. Based on applicable Burlington Municipal Code requirements and the findings presented in the attached Staff Report and Recommendation, the Planning Commission concludes that the public notification and procedural requirements of chapters 15.16, 17.68, and 17.76 BMC, and chapter 36.70B RCW have been addressed.

3. Based on applicable Burlington Municipal Code requirements and the findings presented in the attached Staff Report and Recommendation, the Planning Commission concludes, that provided the conditions of approval identified in this recommendation are fully implemented, the applicant's proposal will comply with the zoning code requirements identified in title 17 BMC.
4. The Planning Commission has reviewed the SEPA checklist prepared by the applicant and the Mitigated Determination of Non-Significance issued by the City's SEPA Responsible Official on April 12, 2017, and concludes that the requirements of chapter 43.21C RCW, chapter 197.11 WAC, and chapter 15.12 BMC have been addressed.
5. Based on the finding presented in the attached Staff Report and Recommendation the Planning Commission concludes, that provided the conditions of approval identified in this recommendation are fully implemented, the applicant's proposal will comply with the approval criteria for conditional use permits identified in BMC 17.68.130.E.
6. The Planning Commission has reviewed the recommended conditions of permit approval identified in the attached Staff Report and Recommendation and concludes they are necessary to ensure full compliance with applicable Burlington Municipal Code requirements.

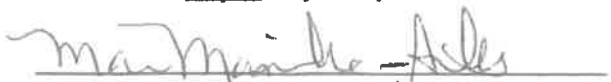
RECOMMENDATION:

Based on a thorough review of the record associated with this proposal, the applicable regulatory requirements, and the findings and conclusions presented above, the Planning Commission hereby recommends the City Council *approve* Conditional Use Permit application CUP 1-17 *subject to* the following conditions:

CONDITIONS OF APPROVAL:

The Planning Commission has concluded that conditions of approval identified in the attached Staff Report and Recommendation dated April 12, 2017 (see attached exhibit "1") are necessary to ensure compliance with applicable Burlington Municipal Code requirements. Therefore, the Planning Commission recommends the City Council require that the proposed development activities be subject to, and comply with, the conditions of permit approval enumerated in the attached Staff Report and Recommendation prepared by the Planning Department.

DATED this 19th day of April 2017


Chair, City of Burlington Planning Commission

Exhibits:
"1" Staff Report and Recommendation



EXHIBIT "1"
CUP 1-17

PERMIT RECOMMENDATION AND SEPA DECISION

DATE: April 12, 2017

PROJECT: George Hopper Road Hotel (CUP 1-17)

LOCATION: 500 East George Hopper Road

PARCELS: P116575 & P116576

APPLICANT: Advantage Business Park LLC

STAFF: Brad Johnson, Senior Planner

REQUEST:

On February 27, 2017 Advantage Business Park LLC submitted an application to construct a three story hotel building with 36,000 – 45,000 sq. ft. of floor space. The proposed hotel will be built on a 103,204 sq. ft. site comprised of two separate lots. The development will result in approximately 69, 875 sq. ft. of new impervious surfaces and will include 83 parking spaces.

FINDINGS:

Permit Process

1. The applicant is proposing to construct a new hotel with associated parking, utilities, and landscaping. The project site is zoned M-1. Hotels are listed as a conditional use in the M-1 zone (BMC 17.42.040.G); therefore, the applicant was required to apply for a conditional use permit.
2. Conditional use permits are classified as a type III decision (BMC 17.68.030.D) and must be approved by the City Council following a recommendation from the Planning Commission (BMC 17.68.090.B). Therefore the Planning Commission is authorized to review this proposal and forward a recommendation to the City Council.

3. Following the submittal of a land use application the City is required to determine whether or not the application constitutes a “complete” application (BMC 15.16.020.A and RCW 36.70B.070). The conditional use permit subject to this review was submitted on February 27, 2017. On March 15, 2017 the City informed the applicant that their application was incomplete and requested additional information and materials. The applicant subsequently provided the required information and the City deemed their application complete for purposes of processing on April 4, 2017.
4. Burlington Municipal Code requires public notice of all complete applications requiring environmental review under SEPA (BMC 17.68.070.A and 17.68.070.D.4.a). This application is subject to SEPA requirements. In accordance with applicable code requirements, a notice was published in the Skagit Herald, distributed to adjoining property owners, and sent to the Washington State Department of Ecology SEPA registry. A large sign was also posted on the property.
5. Following the notification described above a public comment period was provided. This comment period began on April 4, 2017 and ended on April 18, 2017. During this period the Planning Department received one comment from the Washington State Department of Ecology (DOE) (see exhibit “C”). The DOE comment indicated that a “Construction Storm-Water General Permit” would likely be required for the project.

Storm-Water and Low Impact Development

6. On December 8, 2016 the City adopted updated storm-water and development regulations affecting landscaping and parking requirements and limiting impervious surfaces. These regulations became effective January 1, 2017. The applicant’s proposal was submitted on February 27, 2017, after the adoption and effective date of updated regulations. In accordance with Washington State law, the City is required to review permit applications for compliance with the regulations in effect on the day they are determined to be complete. Because the applicant’s permit application was submitted after the effective date of the updated regulations, it has been reviewed for compliance with the updated regulations.
7. The project site consists of two lots created by the Hopper Road Business Park Binding Site Plan. The western parcel described, identified by Assessor’s parcel number P116575 has an area of approximately 54,267 sq. ft. The eastern parcel, identified by Assessor’s parcel number P116576 has an area of approximately 48,937 sq. ft. These lots are also described as lots 2 and 3 of the Hopper Road Business Park Binding Site Plan. For purposes of clarity this report will refer to the western lot as lot 2 and the eastern lot as lot 3.
8. The lot line separating lots 2 and 3 bisects the proposed hotel building. In order to resolve this issue the applicant has proposed a boundary line adjustment to shift the boundary line to the west, thereby creating a small lot for future development. Because the lot coverage

and landscaping calculations appear to be based on the combined area of lots 2 and 3, the applicant will be required to submit a revised site plan with lot coverage and landscaping calculations for each of the proposed lots. A boundary line adjustment will also need to be recorded prior to beginning any construction to ensure the hotel is not bisected by the property line (see conditions “6”, “7” and “8”).

9. The M-1 zone does not limit maximum building coverage but does limit the percentage of the site that can be covered by impervious surfaces to 80 percent (BMC 17.42.050.D.2). Impervious surfaces are defined by the Burlington Municipal Code as including all portions of a site covered by buildings or pavement; however, this definition does allow permeable pavement to be included in the coverage calculations at a rate of 50 percent (BMC 17.06.455). The applicant’s plans indicate that approximately 68 percent of the site will be covered by impervious surfaces. As noted above this calculation appears to assume the combined areas of lots 2 and 3. Therefore, in order to ensure the proposed boundary line adjustment and future development of the resulting western lot complies with the impervious surface coverage limit the applicant will need to submit a revised site plan which clearly identifies the coverage amounts for each of the proposed lots (see conditions “6” and “7”).

Building Height and Setbacks

10. The maximum permitted building height in the M-1 zone is normally 45 feet (BMC 17.42.050.E). The SEPA checklist provided by the applicant indicates the building will 42 feet high; therefore, the applicant’s proposal complies with height limit for the M-1 zone.
11. The M-1 zone does not specify any building setback requirements.

Landscaping

12. The landscaping standards set forth in Burlington Municipal Code apply to all new development in the City with limited exceptions (BMC 17.50.020).
13. City code requirements dictate that a landscaping plan be included with a complete application (BMC 17.50.030.A). The applicant provided a preliminary landscaping plan which includes all of the required information (see exhibit “B”).
14. A street frontage landscaping strip must be provided along George Hopper Road and this strip must be at least ten feet in width (BMC 17.50.060.A). The preliminary landscaping plan submitted by the applicant indicates the proposal will comply with this requirement (see exhibit “B”).
15. The street frontage landscaping strip must include at least one tree for every 30 feet of street frontage (exclusive of driveway and access road area). The street frontage has 12

established street trees which meet this requirement; therefore, no additional street trees are required.

16. Landscaping strips must be provided around the perimeter of the site and these strips must be at least five feet in width (BMC 17.50.070.A). The proposed landscaping plan meets this requirement.
17. One perimeter tree is required for every 150 sq. ft. of required perimeter landscaping area, exclusive of any area needed for access roads or driveway approaches (BMC 17.50.080.C). The table on the face of the applicant's landscaping plan indicates they will meet this requirement (see exhibit "B").
18. Parking lot landscaping must be provided at a rate of 15 sq. ft. for every parking space (BMC 17.50.080.B). The table on face of the applicant's landscaping plan indicates they will meet this requirement (see exhibit "B").
19. One tree is required for every 150 sq. ft. of required parking lot landscaping (BMC 17.50.080.E). The table on face of the applicant's landscaping plan indicates they will meet this requirement (see exhibit "B").
20. The M-1 zone requires that five percent of every development site be landscaped (BMC 17.50.050.A). The applicant's site plan indicates that approximately 25 percent of the site will be landscaped. This calculation appears to assume the combined area of lots 2 and 3. Therefore, as a conditional of approval the applicant should provide a revised landscaping plan which includes individual calculations for each lot (see condition "8").
21. With limited exceptions all landscape plans must be prepared by a licensed landscape architect (BMC 17.50.050.D). The applicant's plans appear to have been prepared by a landscape architect; however, they are not signed or stamped. As a condition of approval the applicant should submit a final landscape plan for approval that is signed and stamped by a licensed landscape architect (see condition "8").
22. The City of Burlington requires that landscape irrigation be provided (BMC 17.50.040.H). The applicant's landscaping plans do not include an irrigation system. A condition of approval should be included to ensure that landscape irrigation is provided prior to final occupancy approval (see condition "8").

Parking and Pedestrian Access

23. Parking must be provided for hotels at a rate of one space for each guest room (BMC 17.54.020.A). The City's code also limits parking to 120 percent of the minimum requirement unless a parking study is provided to justify a greater amount (BMC

- 17.540.020.B). The plans provided by the applicant indicate that 83 parking spaces will be provided. This number is within the range permitted by the City's code requirements.
24. Parking and circulation areas must be designed to incorporate low impact development (LID) features unless demonstrated to be infeasible through an engineering analysis (BMC 17.54.050.B). The applicant will be utilizing extensive landscaping and rain gardens to meet this requirement. A geotechnical evaluation was also submitted which demonstrates that the upper level soils found on the site are not suitable for infiltration; therefore, additional LID features, such as permeable paving, are likely not feasible. Because the applicant has incorporated LID features to the maximum extent possible and provided an engineering analysis which demonstrates that additional measures are not feasible, the Planning Department finds that the proposal complies with all applicable LID requirements.
25. Pursuant to Burlington Municipal Code requirements pedestrian access must be provided to the proposed building from property edges, adjacent lots, abutting street intersections and mid-block crosswalks, existing transit stops, and at intervals of one for every 100 feet of consecutive street frontage (BMC 17.54.090.A). The applicant's site plan provides pedestrian access from George Hopper Road to the main entrance of the hotel and around the perimeter of the hotel building. An existing sidewalk parallels George Hopper Road and a crosswalk extends westerly from the main entrance to the adjoining undeveloped lot; therefore, the Planning Department finds that the proposal complies with all applicable pedestrian access requirements.
26. Sidewalks and walkways must be constructed using permeable paving unless demonstrated to be infeasible through an engineering analysis. As demonstrated above the applicant provided an engineering analysis which demonstrates that the upper level soils found on the site are not suitable for storm-water infiltration.
27. Sidewalks and walkways must be sloped to drain towards adjoining landscaping areas (BMC 17.54.090.C.8). In order to ensure compliance with this requirement the final construction drawings shall demonstrate that all sidewalks adjoining landscaping or infiltration areas are graded to drain to these areas (see condition "13").

Conditional Use Approval Criteria

28. Conditional use permits may not be approved unless it can be demonstrated that the proposed use will have no more adverse effect on the health, safety or comfort of persons living or working in the area, and will be no more injurious, economically or otherwise to property or improvements in the surrounding area, than would any use generally permitted in the district. Among matters to be considered are traffic flow and control, access to and circulation within the property, off-street parking and loading, refuse and service areas, utilities, screening and buffering, signs, yards and other open spaces, height,

bulk and location of structures, location of proposed open space uses, hours and manner of operation, and noise, lights, dust, odor, fumes and vibration (BMC 17.68.130.E.1). The applicant is proposing to construct a hotel in an area zoned for industrial development. The Planning Department finds that the impacts typically associated with industrial uses are more likely to adversely affect the health, safety, and comfort of people living and working in the surrounding area. The Planning Department also finds that, provided the conditions of approval identified in this recommendation are fully implemented, the hotel will include adequate provisions for parking, loading, and landscape screening.

29. Conditional use permits may not be approved unless the proposal is consistent with the goals, policies and objectives of the comprehensive plan (BMC 17.68.130.E.2). The comprehensive plan does not contain any applicable goals or policies for industrial zones; therefore the Planning Department concludes that the proposed use is not inconsistent with the comprehensive plan.
30. Conditional use permit applications shall comply with all applicable requirements identified in title 17 (BMC 17.68.130.E.3). As demonstrated in this report the applicant's proposal complies with all applicable zoning code requirements.
31. Conditional uses must be constructed and maintained so as to be harmonious and appropriate in design, character, and appearance with the existing or intended character of the general vicinity and provides a high quality of development (BMC 17.68.130.E.4). The proposed hotel will be located on a vacant lot in an area surrounded by commercial and industrial development. Hotels are specifically identified as conditional use in the M-1 zone which is intended to accommodate a broad range of commercial and industrial uses. Therefore, the Planning Department finds that a hotel will more likely than not be "harmonious" with the planned commercial and industrial character of the area in which it will be located.
32. Conditional uses shall not adversely affect public infrastructure (BMC 17.68.130.E.5). The proposed hotel will place very limited demands on public infrastructure. As a condition of building permit approval the applicant will be required to pay impact fees for fire service, parks, and transportation. In addition sewer connection fees will apply. These charges are intended to proportionally offset the impacts of proposed development on public infrastructure. The Planning Department finds that, provided the required impact fees are paid, the proposed hotel will not adversely affect public infrastructure.

SEPA DETERMINATION:

Mitigated Determination of No-Significance (MDNS)

The lead agency for this proposal has determined that it does not have a probable significant impact on the environment subject to the mitigating conditions of approval identified below.

An environmental impact statement (EIS) is not required under RCW 43.21C.0330(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. This MDNS was issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

1. With the exception of the impacts identified below, all of the impacts associated with this proposal will be adequately mitigated through the application of Burlington Municipal Code requirements. Therefore, all construction, work, clearing, grading, filling, excavation, and other development activities shall be in full compliance with applicable Burlington Municipal Code requirements and the conditions identified below under the "Permit Recommendation" heading.
2. Because the proposed facility will operate at night and require outdoor lighting, and because the City lacks regulations addressing glare from commercial uses, lighting and glare impacts could result from the proposed development. Therefore, all new lighting fixtures installed at the facility shall be fully hooded and directed downwards so that the light source in the fixture is not visible from outside the perimeter of the site. The applicant shall submit a lighting plan and manufacturer's information demonstrating compliance with this condition prior to the issuance of a grading permit. No exterior lighting fixtures shall be installed until the lighting plan has been approved.
3. Waste and garbage from commercial uses has the potential to introduce pollutants into surface and groundwater. In order to minimize the potential for surface and ground-water pollution, a covered dumpster enclosure shall be provided. This enclosure shall be equipped with a drain to the sanitary sewer system and shall be or graded or surrounded by curbing to prevent storm-water from entering the enclosure. To prevent visual impacts the enclosure shall be constructed of a solid site obscuring material and shall be fully screened from view.

PERMIT RECOMMENDATION:

The Planning Department has reviewed the applicant's proposal and determined that it can comply with applicable Burlington Municipal Code requirements provided the recommended conditions of approval are fully implemented. Therefore, the Planning Department recommends the Planning Commission forward a recommendation for approval of conditional use permit application CUP 1-17 to the City Council *subject to* the following conditions of approval:

1. This approval shall not be construed to authorize any development or site modifications beyond those described in the application and shown on the approved plans. The approved plans shall be the plans and other project documents attached to the Planning Commission's decision.

2. Except as otherwise required by the conditions of approval identified in this decision and the associated SEPA threshold determination, all work, construction, and development activities shall conform to the approved plans. The approved plans shall be the plans and other project documents attached to the Planning Commission's decision. Minor modifications necessary to implement any changes requested by the Building Official, Fire Marshall, or Public Works department are permitted.
3. In accordance with BMC 17.68.120 this approval shall expire two years from the date of approval. The date of approval shall be the date the City Council's decision is signed.
4. This permit does not authorize the location, design, construction or installation of any signs. No signs may be installed unless authorized by an approve City sign permit.
5. Prior to beginning any construction activities, grading, excavation, filling, or utility work, the applicant shall apply for, and obtain a grading permit.
6. Prior to the issuance of a grading permit the applicant shall record a boundary line adjustment between lots 2 and 3 as shown on the proposed site plan.
7. Prior to the issuance of a grading permit the applicant shall submit a revised site plan which reflects the boundary line adjustment between lots 2 and 3. The revised site plan shall include revised calculations showing the total impervious surface coverage of each of the resulting lots.
8. Prior to the issuance of a grading permit the applicant shall submit a landscaping plan which reflects the boundary line adjustment between lots 2 and 3. The revised landscaping plan shall include revised calculations showing the percentage of each lot that will be landscaped. The revised landscaping plan shall specify the installation of a landscape irrigation system and shall be signed and stamped by a licensed landscape architect.
9. The landscape irrigation system and all required landscaping shall be installed prior to final occupancy approval.
10. Storage, handling, and disposal of hazardous substances shall be limited to minor quantities which are clearly secondary and incidental to the primary use permitted by this decision.
11. All sidewalks, paths, or other pedestrian access improvements shown on the approved site plan shall be constructed or installed prior to final occupancy approval.

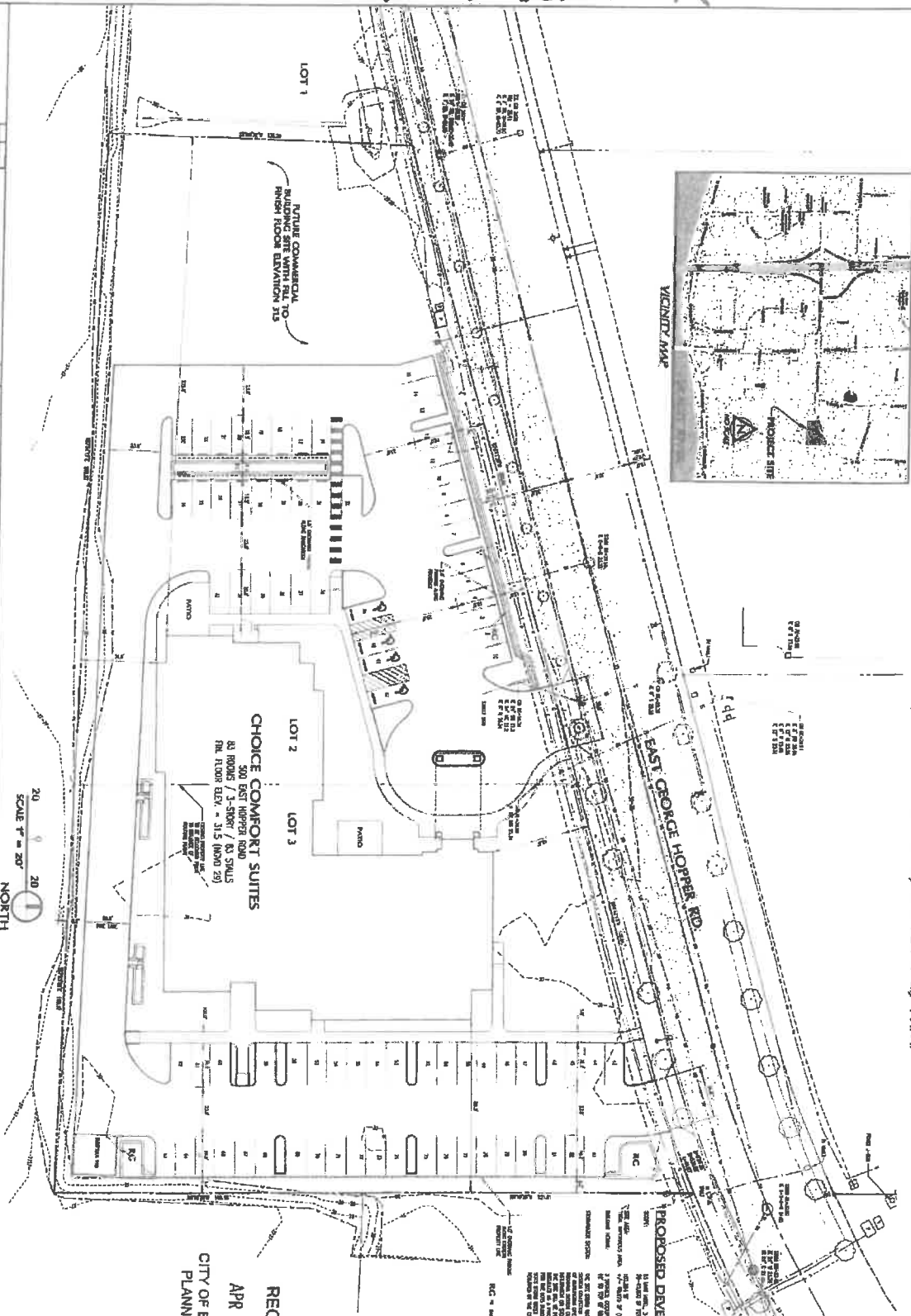
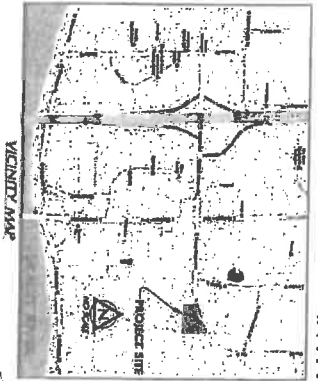
12. The total impervious surface coverage of the development authorized by this decision shall not exceed 80 percent. For purposes of interpreting this condition the definition of “impervious surface” shall be the definition provided in BMC 17.06.455.
13. Sidewalks and pedestrian paths adjacent to landscaping or infiltration areas shall be graded and sloped to drain to such features.

Exhibits:

- A – Site Plan
- B – Landscaping Plan
- C – Public Comments
- D – SEPA Checklist

EXHIBIT "A"

IN A PORTION OF SECTION 8, TOWNSHIP 34 N, RANGE 4 E, WM.



CALL 48 HOURS BEFORE YOU DIG 1-800-424-5555

Sound Development Group
 PROVIDING SURVEYING & LAND DEVELOPMENT SERVICES
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 Salt Lake City, UT 84111
 Tel: 360-401-2013 Fax: 360-401-2013

PRELIMINARY SITE PLAN

SCALE 1" = 20'

NORTH


NEW HOTEL SITE PLAN
 FOR
ADVANTAGE BUSINESS PARK, LLC

1 OF 1

RECEIVED
 APR 04 2017
 CITY OF BURLINGTON
 PLANNING DEPT.



Common Name

	Faculty	Department	Section	Section Number	Section Title	Section Description	Section Credits	Section Prerequisites	Section Co-requisites	Section Notes
	1	1.1	1.1.1	1.1.1.1	1.1.1.1.1	1.1.1.1.1.1	1.1.1.1.1.1	1.1.1.1.1.1	1.1.1.1.1.1	1.1.1.1.1.1
	2	2.1	2.1.1	2.1.1.1	2.1.1.1.1	2.1.1.1.1.1	2.1.1.1.1.1	2.1.1.1.1.1	2.1.1.1.1.1	2.1.1.1.1.1
	3	3.1	3.1.1	3.1.1.1	3.1.1.1.1	3.1.1.1.1.1	3.1.1.1.1.1	3.1.1.1.1.1	3.1.1.1.1.1	3.1.1.1.1.1
	4	4.1	4.1.1	4.1.1.1	4.1.1.1.1	4.1.1.1.1.1	4.1.1.1.1.1	4.1.1.1.1.1	4.1.1.1.1.1	4.1.1.1.1.1
	5	5.1	5.1.1	5.1.1.1	5.1.1.1.1	5.1.1.1.1.1	5.1.1.1.1.1	5.1.1.1.1.1	5.1.1.1.1.1	5.1.1.1.1.1
	6	6.1	6.1.1	6.1.1.1	6.1.1.1.1	6.1.1.1.1.1	6.1.1.1.1.1	6.1.1.1.1.1	6.1.1.1.1.1	6.1.1.1.1.1
	7	7.1	7.1.1	7.1.1.1	7.1.1.1.1	7.1.1.1.1.1	7.1.1.1.1.1	7.1.1.1.1.1	7.1.1.1.1.1	7.1.1.1.1.1
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	11	11.1	11.1.1	11.1.1.1	11.1.1.1.1	11.1.1.1.1.1	11.1.1.1.1.1	11.1.1.1.1.1	11.1.1.1.1.1	11.1.1.1.1.1
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	70	70.1	70.1.1	70.1.1.1	70.1.1.1.1	70.1.1.1.1.1	70.1.1.1.1.1	70.1.1.1.1.1	70.1.1.1.1.1	70.1.1.1.1.1
	71	71.1	71.1.1	71.1.1.1	71.1.1.1.1	71.1.1.1.1.1	71.1.1.1.1.1	71.1.1.1.1.1	71.1.1.1.1.1	71.1.1.1.1.1
	72	72.1	72.1.1	72.1.1.1	72.1.1.1.1	72.1.1.1.1.1	72.1.1.1.1.1	72.1.1.1.1.1	72.1.1.1.1.1	72.1.1.1.1.1
	73	73.1	73.1.1	73.1.1.1	73.1.1.1.1	73.1.1.1.1.1	73.1.1.1.1.1	73.1.1.1.1.1	73.1.1.1.1.1	73.1.1.1.1.1
	74	74.1	74.1.1	74.1.1.1	74.1.1.1.1	74.1.1.1.1.1	74.1.1.1.1.1	74.1.1.1.1.1	74.1.1.1.1.1	74.1.1.1.1.1
	75	75.1	75.1.1	75.1.1.1	75.1.1.1.1	75.1.1.1.1.1	75.1.1.1.1.1	75.1.1.1.1.1	75.1.1.1.1.1	75.1.1.1.1.1
	76	76.1	76.1.1	76.1.1.1	76.1.1.1.1	76.1.1.1.1.1	76.1.1.1.1.1	76.1.1.1.1.1	76.1.1.1.1.1	76.1.1.1.1.1
	77	77.1	77.1.1	77.1.1.1	77.1.1.1.1	77.1.1.1.1.1	77.1.1.1.1.1	77.1.1.1.1.1	77.1.1.1.1.1	77.1.1.1.1.1
	78	78.1	78.1.1	78.1.1.1	78.1.1.1.1	78.1.1.1.1.1	78.1.1.1.1.1	78.1.1.1.1.1	78.1.1.1.1.1	78.1.1.1.1.1
	79	79.1	79.1.1	79.1.1.1	79.1.1.1.1	79.1.1.1.1.1	79.1.1.1.1.1	79.1.1.1.1.1	79.1.1.1.1.1	79.1.1.1.1.1
	80	80.1	80.1.1	80.1.1.1	80.1.1.1.1	80.1.1.1.1.1	80.1.1.1.1.1	80.1.1.1.1.1	80.1.1.1.1.1	80.1.1.1.1.1
	81	81.1	81.1.1	81.1.1.1	81.1.1.1.1	81.1.1.1.1.1	81.1.1.1.1.1	81.1.1.1.1.1	81.1.1.1.1.1	81.1.1.1.1.1
	82	82.1	82.1.1	82.1.1.1	82.1.1.1.1	82.1.1.1.1.1	82.1.1.1.1.1	82.1.1.1.1.1	82.1.1.1.1.1	82.1.1.1.1.1
	83	83.1	83.1.1	83.1.1.1	83.1.1.1.1	83.1.1.1.1.1	83.1.1.1.1.1	83.1.1.1.1.1	83.1.1.1.1.1	83.1.1.1.1.1
	84	84.1	84.1.1	84.1.1.1						

GENERAL NOTES

- [illegible]

[illegible]

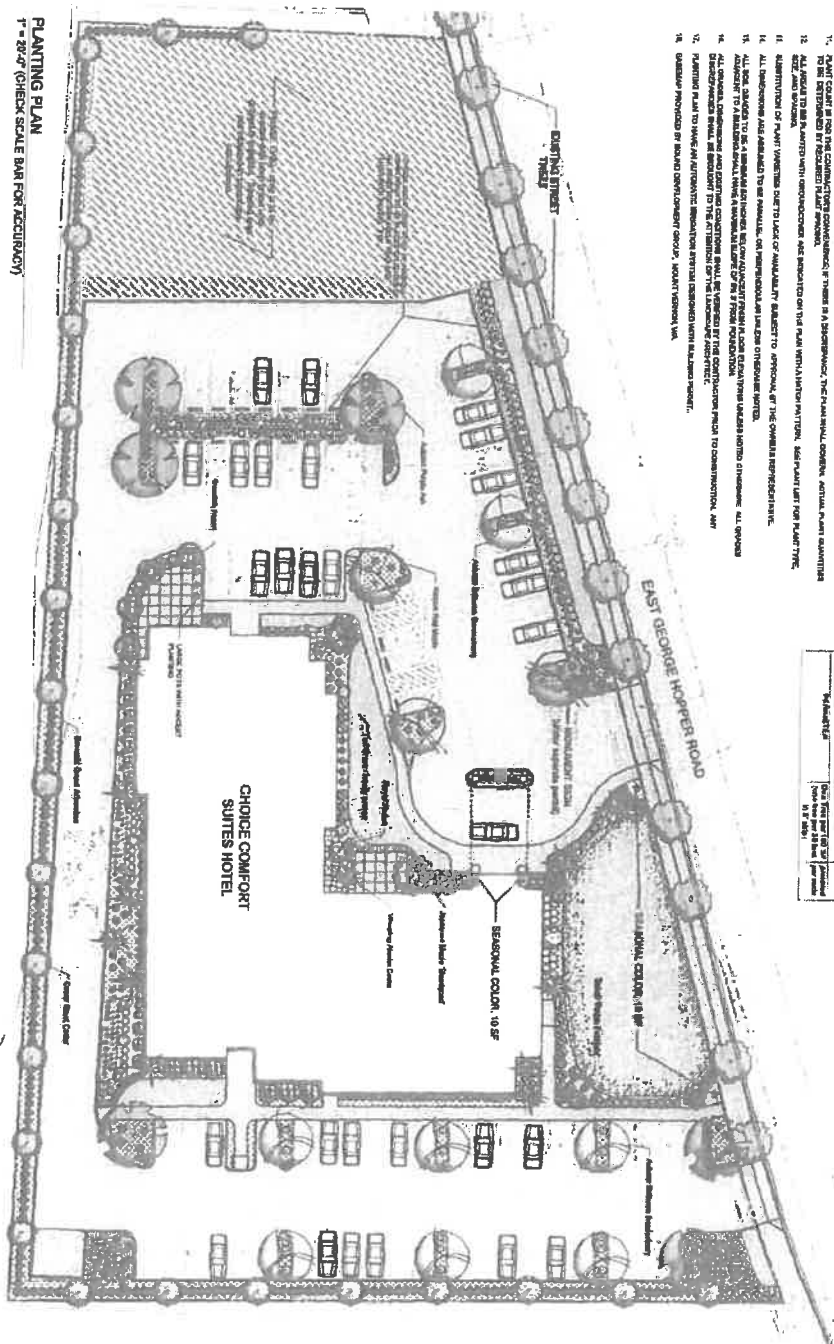
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CITY OF BURLINGTON
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ABP Choice Hotel - Burlington WA

Preliminary Landscape Plan



PLANTING PLAN
1" = 20'-0" (CHECK SCALE BAR FOR ACCURACY)



Prepared by:
Landscape Architecture and Planning
Michael Newman, WPA 99273
P. 360.618.7400
F. 800.5708.2017

1/1
MARCH 30, 2013



EXHIBIT "C"
1 OF 2

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Bellingham Field Office • 1440 10th Street, Suite 102 • Bellingham, Washington 98225
(360) 715-5200 • FAX (360) 715-5225

April 12, 2017

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CITY OF BURLINGTON
PLANNING DEPT.

Brad Johnson
City of Burlington
833 South Spruce Street
Burlington, WA 98233

RE: **LA File#** CUP/LUP 1-17
 DOE file# 201701802
 Applicant Advantage Business Park LLC; David Christensen

Dear Mr. Johnson:

Thank you for the opportunity to provide comments on the above-referenced Determination. Based on review of the State Environmental Policy Act (SEPA) checklist associated with this Determination we offer the following comments:

Stormwater runoff can have a significant impact on water quality, introducing sediment and other pollutants into waters of the state. Such pollutants can impair or eliminate aquatic habitat and prevent such waters from having multiple beneficial uses (e.g., fishing, swimming and drinking).

From the SEPA register, it appears this project may be subject to Ecology's National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit (CSGP).

NPDES Construction Stormwater General Permit (CSGP)

Permit coverage is necessary if construction activity meets the following criteria:

- Clearing, grading, and/or excavation results in a disturbance of one or more acres and discharges stormwater to surface waters of the State.
- Clearing, grading, and/or excavation on sites smaller than one acre that are a part of a larger common plan of development or sale also require coverage if the common plan of development will ultimately disturb one acre or more and discharge stormwater to surface waters of the State.

EXHIBIT "C"
2 OF 2

LA File# CUP/LUP 1-17
DOE file# 201701802
Page 2 of 2

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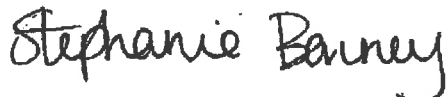
- Forest practices, (including but not limited to class IV conversations) that are a part of a construction activity that will result in a disturbance of one or more acres, and discharge to surface waters of the State.

Information regarding the NPDES Construction Stormwater General Permit can be found at:
<http://www.ecy.wa.gov/programs/wq/stormwater/construction/>

If you have questions about determining the need for CSGP coverage or you need information regarding applying for and implementing the CSGP, please contact Stephanie Barney at (360) 715-5233 or email at stephanie.barney@ecy.wa.gov.

Thank you for considering these comments from the Department of Ecology.

Sincerely,



Stephanie Barney, Water Quality Specialist

cc: David Christensen, Advantage Business Park LLC
BFO SEPA File

ENVIRONMENTAL REVIEW PROCESS

ENVIRONMENTAL REVIEW IS REQUIRED BY THE STATE ENVIRONMENTAL POLICY ACT - KNOWN AS "SEPA"

FEES:

Mitigated Determination of Non Significance = \$550 + \$50/acres > 5

Environmental Impact Statement = \$2,800

Amendment to MDNS or Addendum to EIS = \$350

INTRODUCTION

A. BACKGROUND

1. Name of proposed project, if applicable:

ABP Hotel (Final name TBD) ✓

2. Name of applicant:

Advantage Business Park LLC (owner) ✓

David Christensen AIA (Agent)

3. Address and phone number of applicant and contact person:

Owner: Advantage Business Park LLC; 12708 Leatherwood Lane, Bow,
WA 98232Agent: Christensen Design Management; P.O. Box 5068, Bellingham,
WA 98227, 360-676-4800 ✓

4. Date checklist prepared:

February 24, 2017 (minor update 3/31/17) ✓

5. Agency requesting checklist:

City of Burlington ✓

6. Proposed timing or schedule (including phasing, if applicable):

Start summer 2017, if all permits approved. ✓

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

Not at this time. WESTERN LOT WILL BE GRASS FOR

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

Geotechnical Soil Tests, Stormwater Analysis ✓

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

No. ✓

10. List any government approvals or permits that will be needed for your proposal, if known.

Zoning Conditional Use Permit

BUDGET PERMIT, GRADING PERMIT,

FLOOD PERMIT, DOE STORM-WATER PERMIT & ROW PERMIT

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your

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proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

New 80-83 Room Hotel, 36-45,000 sf, 3 stories. Associated on-grade parking to meet Zoning Rqmts. ✓

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

500 E. George Hopper Road, Burlington, WA. Lots 2&3 Hopper Road Business Park Revised Binding Site Plan. (see attached Site/Vicinity Plans) Note: there will be a BLA submitted with final permit plans. ✓

B. ENVIRONMENTAL ELEMENTS [help]

1. Earth

- a. General description of the site
(circle OR underline one): Flat, rolling, hilly, steep slopes, mountainous,
other Flat ✓
- b. What is the steepest slope on the site (approximate percent slope)?
<1% ✓
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.
Pit run Fill over sandy Sand and alluvial med dense sands.
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.
No.
- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.
Approx. 3000 yds excavated and regraded, approx 4000 yds* of structural fill under proposed structure. Note all quantities are approx. based on prelim. Plans +/- 25%. Fill from local sourced sand & gravel supplier.
*** Potential additional 400 yds excavation and 100 yds structural fill could occur on undeveloped land to the west for future commercial building.** ✓

SEP
GEO. TECH
REPORT IN
REVIEW
FILE

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [help]
Minor erosion could occur during construction of this unimproved existing site. Weather induced runoff from unprotected open soil areas. ✓
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [help]
Max. 85%. ✓
- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [help]
Conformance to all City and State SWWP conditions, standards and regulations. ✓

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.
Exhaust emissions from Const. vehicles during const, No other emission anticipated after completion, other than guest vehicle exhaust. ✓
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.
No. ✓
- c. Proposed measures to reduce or control emissions or other impacts to air, if any:
Approved Muffler systems for exhaust. ✓

3. Water

- a. Surface Water:
- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.
No. ✓
 - 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.
No. ✓
 - 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.
N/A ✓
 - 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

N/A

"D" 4 OF 11

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No. **YES (ALL OF THE SITE)**

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

N/A

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Bldg Roof, walkways and Paved parking areas. SW will be collected, treated through open Rain gardens and flow through a regional treatment systems design and installed and discharges to a regional storm water pump station that discharges water directly to Skagit River. L.I.D. Pervious pavement systems may be utilized if required and possible. (TBD)

2) Could waste materials enter ground or surface waters? If so, generally describe.

No.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Per C. 1) above.

NOTE: OPEN DUMPSTER ENCLOSURES CAN INTRODUCE CONTAMINANTS INTO SURFACE & GROUND WATER - COVERED DUMPSTER ENCLOSURE REQUIRED WITH DRAIN TO SANITARY SEWER.

4. Plants [help]

a. Check the types of vegetation found on the site: [help]

- ☐ deciduous tree: alder, maple, aspen, other
- ☐ evergreen tree: fir, cedar, pine, other
- ☐ shrubs
- ☒ grass
- ☐ pasture
- ☐ crop or grain
- ☐ Orchards, vineyards or other permanent crops.
- ☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ☐ water plants: water lily, eelgrass, milfoil, other
- ☐ other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Weeds and grass. ✓

c. List threatened and endangered species known to be on or near the site.

None known. ✓

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

New landscape plantings in all non-pervious areas with native trees, shrubs and groundcover. Professional landscape plan to be submitted upon final design. ✓

e. List all noxious weeds and invasive species known to be on or near the site.

None known. ✓

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:

birds: hawk, heron, eagle, songbirds other: ✓
 mammals: deer, bear, elk, beaver, other:
 fish: bass, salmon, trout, herring, shellfish, other _____

b. List any threatened and endangered species known to be on or near the site.

None known. ✓

c. Is the site part of a migration route? If so, explain.

No. ✓

d. Proposed measures to preserve or enhance wildlife, if any:

New plantings will provide some habitat, where none exist now. ✓

- e. List any invasive animal species known to be on or near the site.

None known. ✓

6. **Energy and natural resources**

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electric, Natural Gas, for power and HVAC for Hotel guest occupancy.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No. ✓

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Meet and/or Exceed Current WSEC Rqmts., and meet intent of LEED certification for air quality and energy conservation strategies. ✓

7. **Environmental health**

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

No. ✓

- 1) Describe any known or possible contamination at the site from present or past uses.

None Known. ✓

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None Known. ✓

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Possible petroleum fuels and/or temp. toxic adhesives may be temporarily stored on site during const. ✓

- 4) Describe special emergency services that might be required.

Police, Fire and Medical. ✓

- 5) Proposed measures to reduce or control environmental health hazards, if any: **OSHA/WISHA Training and certification, with temp. secure storage facilities**

NOTE: HOTEL TO OPERATE IN COMPLIANCE WITH STATE & COUNTY DOH REQUIREMENTS.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

None ✓

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Minimal noise from occasional guest vehicle traffic and service vehicles. ✓

- 3) Proposed measures to reduce or control noise impacts, if any:

Guest Noise control policies by Management. ✓

8. Land and shoreline use ✓

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Subject site is unimproved & vacant. Properties to the west and north are commercial uses (offices, etc.) Properties to the east are light industrial. Land to the south is agricultural. Project will not negatively affect those current land uses. ✓

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

Long ago History not known, probably agriculture or unused. Current land use is manufacturing zoning with prior contract rezoned for commercial uses. ✓

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Ag property to south will have occasional planting and harvesting activities through the growing season. ✓

- c. Describe any structures on the site.

None. ✓

- d. Will any structures be demolished? If so, what?

No. ✓

- e. What is the current zoning classification of the site?

M-1 ✓

- f. What is the current comprehensive plan designation of the site?

INDUSTRIAL ✓

Business, Commercial & Industrial

'D' 8 OF 11

- g. If applicable, what is the current shoreline master program designation of the site?
N/A ✓
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.
No. **YES: FLOOD HAZARD**
- i. Approximately how many people would reside or work in the completed project?
Potentially, peak use of 8-12 staff and 80 192 guests at 100% double occupancy = 88-204. ✓
- j. Approximately how many people would the completed project displace?
None ✓
- k. Proposed measures to avoid or reduce displacement impacts, if any:
N/A ✓
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:
Commercial Use is compatible with adjacent commercial uses. ✓
- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:
Landscape and grade buffers, with dominant night Hotel guest use which will be off daytime use of Ag lands nearby.
N/A ENSURE UGA
9. **Housing**
- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.
No permanent housing ✓
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.
None ✓
- c. Proposed measures to reduce or control housing impacts, if any:
N/A
10. **Aesthetics**
- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?
3 stories proposed. Occupied spaces will be +/-32' above fin. Grade, +/-42' to top of unoccupied façade/roof area. Subject to zoning ht restrictions/setbacks ✓

- b. What views in the immediate vicinity would be altered or obstructed?
Minimal. Angular partial view from existing Office Building to north, looking to SE. ✓

- c. Proposed measures to reduce or control aesthetic impacts, if any:
Landscaping. ✓

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?
Building, walkway lighting, and parking lot illumination will be shielded to prevent off site glare, but provide safety meeting CPTED guidelines. ✓

- b. Could light or glare from the finished project be a safety hazard or interfere with views?
No. (See above) ✓

- c. What existing off-site sources of light or glare may affect your proposal?
None. ✓

- d. Proposed measures to reduce or control light and glare impacts, if any: **APPROVAL TO LUMINAIRE SHIELDING TO PREVENT OFF SITE GLARE. REQUEST HANDS & SHELVES TO PREVENT GLARE AND APPROVE LIGHTING BEFORE INSTALL**

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?
Skagit River Park Playfields are approx. 0.5 miles and private athletic club approx. 1 mile from site. ✓

- b. Would the proposed project displace any existing recreational uses? If so, describe.
No. ✓

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:
Hotel plans on having on-site swimming pool and fitness center. ✓

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.
No. ✓

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of

cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

None known. ✓

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

N/A at this location. ✓

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A. ✓

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Site served by improved, local collector East George Hopper Road. ✓

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

Site is within +/- 1000ft of Skagit Transit route on Burlington Blvd. ✓

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

New: +/- 96. None eliminated. ✓

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

No. INTERNAL ROADWAYS, DRIVE Lanes & SIDEWALKS.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No. ✓

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

PM Peak hour = 0.60/room = 48-50 (80-83 Rooms, TBD) Per 9th Edition, Trip Generation Manual, Institute of Traffic Engineers. ✓

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No. ✓

- h. Proposed measures to reduce or control transportation impacts, if any:
None planned. New Roundabout installed at Walnut/E. George Hopper to help alleviate any future traffic congestions ✓

15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.
Yes. On site staff and guests could require assistance. ✓
- b. Proposed measures to reduce or control direct impacts on public services, if any.
Staff training for medical emergencies, on site fire alarms/sprinklers and easy emergency telecom access. ✓

16. Utilities

- a. Circle OR underline utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.
Electricity; Puget Sound Energy,
natural gas; Cascade Natural Gas
water; City of Burlington,
refuse service; Waste Management,
telephone, Century Link, Comcast
sanitary sewer; City of Burlington
- NOTE: FIBER CONDUIT REQUIRED FOR STREET CUTS.**

C. SIGNATURE:

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision. Under penalty of perjury I swear that all information provided is true and correct.


Signature: _____



Name of signee: **David E. Christensen**

Position and Agency/Organization: **Owner, Christensen Design Mgmt.,; Architect/Agent for owner Advantage Business Park, LLC.**

REVIEWED
4/12/2017 : ISSUE
MDNS FOR LIGHTING
IMPACTS & DUMPSTER
ENCLOSURE





ITEM #: 2

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: May 11, 2017

Brad Johnson, Senior Planner

Subject: Request to close a portion of the Victoria Avenue east of N. Cherry to Cascade Highway to be used for overflow RV parking for the Eagle's annual Pacific NW Shuffleboard Championship competition. May 25-29, 2017.

Attachments: Map

Special Event application

Public Hearing Required: YES () NO (X)

SUMMARY

F.O. Eagles 3242 will be holding their annual Pacific NW Shuffleboard Championship competition May 25-29, 2017 and are requesting a partial closure of Victoria Avenue east of N. Cherry. The street closure will not block access to the public parking lot or Pike's Automotive; the neighbor at 617 Victoria has access via the alley. North Cherry Street will remain open to traffic.

RECOMMENDATION

Motion to approve the street closure of Victoria Avenue May 25-29, 2017.





N. CHERRY STREET

HAZEL AVENUE

N. PINE STREET

CASCADE HIGHWAY

N. ANACORTES STREET

VICTORIA AVE

EAGLE'S
PARKING

EAGLES

STREET CLOSURE

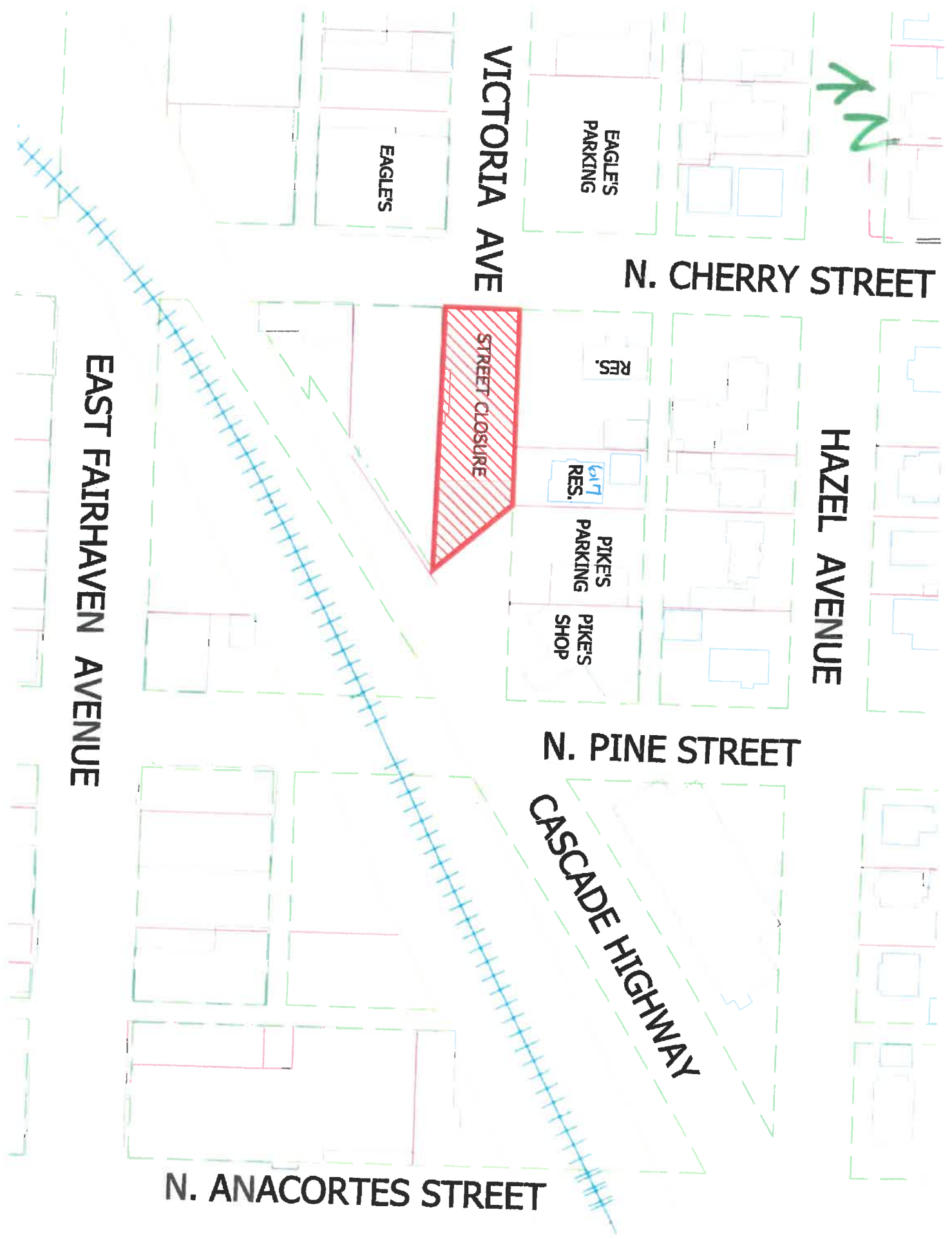
RES.

RES. 6/17

PIKE'S
PARKING

PIKE'S
SHOP

EAST FAIRHAVEN AVENUE





Special Event Permit Application

Burlington Parks & Recreation
900 E. Fairhaven Avenue
Burlington, WA 98233
Phone: (360) 755-9469
Fax: (360) 755-1017
bparks@burlingtonwa.gov

Application Date: April 24, 2017

Event Start Date: May 25, 2017

Application & supporting documentation must be submitted to the City at least 60 days prior to the event start date.

Permit Number: _____

Permit Number assigned upon submittal.

- ☒ Permit has been approved as outlined.
☒ Permit has been approved with changes; see page 4.
☐ Permit has been disapproved.

APPLICANT / EVENT ORGANIZER INFORMATION

Name of Applicant/Organization: Eagle's 3242

Mailing Address: 119 N Cherry Str.

(City, State, Zip) Burlington WA 98233

Name of Primary Contact Person/Event Coordinator: Michelle Pittsford

Day Phone: 360-333-5031 Other: _____

Email: _____

Name of Best Onsite Contact Person on Event Day: Clint Miller

Cell Phone: 360-661-1630 Email: _____

EVENT OVERVIEW

Name of your event: Pacific NW Shuffleboard Championships

Describe your event: street closure for overflow RV parking

Anticipated # of event guests/participants: 4-5 RVs # of staff/volunteers on event day: _____

Proposed event location: Victoria Ave, east of N Cherry to Cascadia Hwy.

Reserving a City facility? ☒ N/A ☐ A room in the Community Center ☐ A Covered Picnic Shelter ☐
A Facility Rental Agreement and Reservation Fee apply.

Your event OPENS to guests/participants on what date? May 25

Time: _____

Your event CLOSES to guests/participants on what date? May 29

Time: _____

Your event SETUP will begin on what date? _____

Time: _____

Your event CLEANUP will be finished on what date? _____

Time: _____

Will event guests/participants pay an entry fee or donation? No ☒ Yes ☐ If yes, amount: \$ _____

Is this an annual event? No ☐ Yes ☒ If yes, what year did your event begin? 2017

Have there been substantial changes to the event from the previous year? N/A ☐ No ☐ Yes ☐

If yes, please describe: _____

EVENT FEATURES

Please mark all that apply:

☐ ALCOHOL/ BEER/ WINE. Restrictions and an additional permit apply for alcohol service. Please refer to item #8 in your Special Event Guidelines for more information.

☐ AMPLIFIED SOUND. Describe: Band ☐ D.J. ☐ PA System ☐ Other: _____
Please refer to item #9 in your Special Event Guidelines for information regarding restrictions.

☐ ANIMALS. Please describe the animal's primary purpose(s) at your event:
☐ Petting Zoo or Similar ☐ Wagon Ride or Similar ☐ Amusement Ride or Similar
Please describe the type of animals that will participate in your event:

☐ BOUNCE HOUSE/ INFLATABLE, CLIMBING WALL, DUNK TANK, OR OTHER AMUSEMENT STYLE RIDES
Describe: _____
Additional permit and insurance requirements apply when amusement style structures are a feature of your event. Please refer to item #10 in your Special Event Guidelines for more information.

☐ EQUIPMENT/ STRUCTURES. Briefly describe the structures or equipment that will be erected for your event (i.e. stage, bleachers, canopies/tents, generators...) ☐ _____

☐ USE OF CITY OWNED EQUIPMENT/ SUPPLIES REQUESTED. Requested items: _____

☐ FIREWORKS/ PYROTECHNICS. Date: _____ Start Time: _____ End Time: _____
Name of Pyrotechnic provider: _____
Special permit is required. Please refer to item #13 in your Special Event Guidelines.

☐ FIRST AID STATION. Please identify location of first aid station on your event layout diagram.

☐ FOOD SERVICE
☐ Provided at no charge. Name of provider: _____
☐ Catered. Name of Caterer: _____
☐ Mobile Food Vendor. List names of all mobile food vendors invited to participate in your event:

Additional permit and fee apply for food sales. Refer to item #14 in your Special Event Guidelines.

☐ GAMBLING. ☐ Raffle ☐ Bingo ☐ Cards/Dice ☐ Other: _____
Please refer to item #15 in your Special Event Guidelines for more information.

☐ MERCHANDISE SALES. (Non-Food Items). List all merchandise vendors invited to participate in our event:

Additional permit and fee apply for merchandise sales, including sales conducted by the Event Organizer. Please refer to item #14 in your Special Event Guidelines for information.

☐ MUSIC/ SINGING, UNAMPLIFIED. Describe: _____

☐ OPEN FLAME Describe: _____

☐ OVERNIGHT CAMPING. Location requested: Victoria Ave - east of N. Cherry to Cas. Hwy.
Overnighters will begin to arrive on what date? May 25 Departure date: May 29

EVENT FEATURES (continued)

☐ PARADE/ MARCH.

Proposed Start Location: _____

Proposed End Location: _____

Proposed Staging Area(s): _____

Start Time: _____

Estimated End Time: _____

Submit a detailed diagram indicating the parade route and staging area(s) with your Application.

☐ PORTABLE RESTROOMS

Number of Units Requested: _____

Standard Units _____

ADA Units _____

Handwash Units _____

Extra Cleanings _____

Please refer to item #17 in your Special Event Guidelines for current rates and information.

☐ ROAD or TRAIL RUN/WALK

Proposed Run Headquarters location: _____

Proposed Start location for runners: _____

Proposed Finish Line for runners: _____

Start Time(s): _____

All runners will be off road by what time? _____

Submit a diagram with your Application detailing the entire route including start, finish & staging area.

☒ STREET CLOSURE

A Street Closure Request Form must be submitted. Refer to item #21 in your Special Event Guidelines.

☐ WASTE/ RECYCLE ROLLAWAY. Refer to items #16 and #19 in your Special Event Guidelines for options.

☐ OTHER NOTABLE ITEMS OR REQUESTS Describe: _____

INSURANCE DOCUMENTATION

The City of Burlington does not maintain insurance that will respond to claims against you, the Event Organizer. You are required to provide to the City at least 14 days prior to your event start date a Certificate of Liability Insurance accompanied by an Endorsement that meets the City's minimum requirements.

Please refer to item #7 in your Special Event Guidelines for detailed information regarding requirements.

APPLICATION CHECKLIST

Minimum Application Requirements:

1. **EVENT LAYOUT DIAGRAM** depicting explicit event detail. Refer to item #5 in your Special Event Guidelines for requirements.
2. **APPLICATION FEE**, if applicable. Refer to item #2 in your Special Event Guidelines for more information.
3. **SIGNED EVENT PERMIT APPLICATION**. Please sign where highlighted on page 4.

Possible Application Requirements:

- ☐ **COPY OF NOTIFICATION LETTER**. Please refer to item #12 in your Special Event Guidelines.
- ☒ **STREET CLOSURE REQUEST FORM**. Please refer to item #21 in your Special Event Guidelines.
- ☐ **BEER/ WINE GARDEN PERMIT REQUEST**. Please refer to item #8 in your Special Event Guidelines.

Required 14 days prior to event start date:

- ☒ **INSURANCE DOCUMENTATION** meeting the City's minimum requirements. Refer to item #7 in your Special Event Guidelines.
- ☐ **LIST of FOOD or MERCHANDISE VENDORS** invited to participate in your event. Additional permit and fee applies for each vendor. Please refer to item #14 in your Special Event Guidelines.

AGREEMENT and INDEMNIFICATION

The undersigned hereby makes Application to the City of Burlington for use of the City facilities described within and certifies that the information given in the application is correct and complete. The undersigned further states that he/she has the authority to make this Application on behalf of the Event Organizer and agrees to observe the rules/regulations and policies/procedures set forth in the Guidelines for Special Event Organizers and by the City of Burlington.

The Applicant/ Authorized Officer agrees that he/she will not exclude anyone from participation in, deny anyone the benefit of or otherwise will subject anyone to discrimination because of the person's race, color, national origin, age, handicap or other protected class status during the use of City facilities and for the duration of the Special Event.

The Applicant agrees to reimburse the City for any costs incurred by the City in repairing damage to City property resulting from the Special Event. Moreover, the Applicant shall defend, indemnify and hold harmless the City of Burlington, its Elected Officials, Appointed Officers, Employees, Volunteers and Agents from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of City premises or from any activity, work or thing done, permitted or suffered by the Applicant in or about the premises or roadways, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Burlington.

Applicant / Authorized Agent:

Deke Johnson

Today's Date:

4/26/17

Mail or deliver your completed application & supporting documentation to:

Burlington Parks and Recreation
900 E. Fairhaven Avenue
Burlington, WA 98233
or Email: bparks@burlingtonwa.gov

For City Use

Date Application Received: _____ By: _____ Date Routed: _____

\$35 Application Fee Date Paid: _____ Receipt# _____ FOP: _____

Application Fee Waived Justification: _____

- ☐ Permit Application ISNOT recommended for approval.
- ☐ Permit Application ISrecommended for approval as submitted.
- ☐ Permit Application ISrecommended for approval with recommended changes: _____



Parks and Recreation Director or Designee

Date

- ☐ Permit Application ISNOT approved.
- ☐ Permit Application ISrecommended for approval as submitted.
- ☐ Permit Application ISrecommended for approval with recommended changes.



City of Burlington Mayor or Designee

Date

- ☐ Valid Insurance Documentation due no later than (date): _____.
- ☐ Insurance Documentation meeting minimum requirements received on (date): _____.

I motion to approve the additional ten (10) hours to the current thirty (30) hour librarian position.

I motion to officially name the building located at 219 S. Skagit Street, located in Maiben Park:

APRIL 2017

Name suggestions for the Maiben Park building at 219 S. Skagit Street

SUGGESTION	SUBMITTED BY	REASON
1 The Wheel House	Bev Harrington, Rotary	Burlington is known as The Hub City. Hubs have wheels. Rotary's logo also has a wheel with a hub which will be prominently displayed on the building.
2 Leadership Building	Heidi Yeoman, Resident	It has been used for camp fire which teaches leadership, Blue Birds which teaches leadership and the Leadership Skagit team is the group working on the transformation!
3 Thoughtful Park	Renee Hampshire, MV Resident	...Every month have a blank space for a new name, could be fun 😊 -Best of luck,
4 Motivated City Park		
5 Sunshine Park		
6 Nameless City Park		
7 Park-y McParkFace	Caitlyn Casey	I think the official name of the old building, located at 219 S. Skagit Street in Maiben Park, should be 'Park-y McParkFace'. Thank you for consideration.
8 The Park House	Lisa Moore	
9 Kids Place	Janice Burwash, city staff	
10 Kids Cabin		
11 Park Side House	Kathy Skodje, resident	Name ideas for naming building: Park Side The Park Side Timbers Cedars
12 The Park Side		
13 The Timbers		
14 The Cedars		
15 Mayberry House, Maiberry House	Kathie Dolton	Because the house sits in Maiben and Skagit is known for its berry farms.
16 The Casita	Edie Edmundson	Means Little House or Home in Spanish
17 Maiben Park Activity Ctr.	Terry Bickley	
18 The Evergreen Building	Karen VanNatta	My suggestion for the building at Maiben Park is "The Evergreen Building." "Meet me at The Evergreen!"
19 Duane Stowe Building	Elli Haddick	F.W. Weideman was first mayor in 1902
20 Hub Club		
21 Garl Family Building		
22 FW Weideman Building		
23 Camp Fire House		to commemorate the little house's roots with Camp Fire and Blue Birds
24 WoHeLo House		
25 Maiben House		



ITEM #: 5

CHECK ONE:

NEW BUS. X

OLD BUS. _____

AGENDA ITEM

Council Date: May 11, 2017 Subject: Acceptance of Fireworks bid for Berry Dairy Days
Jennifer Berner, Parks & Recreation
Director _____

Attachments: Wolverine Fireworks Bid Public Hearing Required: YES () NO (X)

SUMMARY

The 2017 budget included \$10,000 for a firework show at the Berry Dairy Days event on June 16, 2017. Staff developed a Request For Proposal for fireworks and bids were solicited through April 24, 2017. Two bids were submitted and the Fire Marshal and Parks and Recreation Director reviewed the bids and selected Wolverine West Fireworks.

Wolverine's submittal provided 48 additional firework shells than Entertainment Fireworks submittal. Wolverine West Fireworks company shoots approximately 100 fireworks displays per year and has been in operation since 2003. They have provided the firework display for the Berry Dairy Days event for the past several years and has met all the necessary requirements each year.

RECOMMENDATION

I motion to award the fireworks bid for the June 13, 2017 Berry Dairy Days event to Wolverine West Fireworks.

Wolverine West Fireworks
PO Box 628
Chehalis, WA 98532



Phone: 206.459.0917
Phone: 360.262.4866
Fax: 888.492.4902

Display Fireworks

Consumer Fireworks

Pyro SpFx

April 20, 2017

**City of Burlington
Finance Department
833 South Spruce Street
Burlington, Washington, 98233**

RE: Berry Dairy Days Fireworks Display Proposal

Dear Mr. Blaine and Ms. Berner,

Please find enclosed bid proposal for the Berry Dairy Days Fireworks display on Friday, June 16, 2017. Unlike past years of providing your display, this year we are proposing to shoot the display electronically. In reference to the Request for Proposal (RFP) we are also providing the following information:

Our company shoots approximately 100 firework displays per year and we have been in operation since 2003. To-date, we have not had an injury. We provide safety training to the Washington State Fire Marshal and are currently on a committee with Washington Labor and Industries Explosives Division.

References

Bellingham 4th of July	Sumas Summer Festival
Bellingham/Whatcom Chamber of Commerce & Industry	Sumas Chamber of Commerce
Attn: Silvia Reed	Attn: Briana Barker
Email: Silvia@bellingham.com	Email: briana@kelleyinsure.com
Phone: 360.734.1330	Phone: 360.966.3732
Evergreen State Fair	Alumni Reunion - Bellingham
Snohomish County	Western Washington University Alumni
Attn: Debbie Donk	Attn: Tom Jones
Email: Debbie.Donk@co.snohomish.wa.us	Email: Thomas.Jones@wwu.edu
Phone: 360.805.6705	Phone: 360.650.3408

If you have any questions or input please contact me at 206.459.0917. Thank you for the opportunity to bid your event!

Sincerely,

Rod Hash, Partner

Wolverine West Fireworks

PO Box 628
 Chehalis, WA 98532
 Cell: 206.459.0917 - Office: 360.262.4866
 Fax: 888.492.4902



Display Fireworks • Consumer Fireworks • Pyro SpFx

Burlington Berry Dairy Days

Date: 6/16/17

Name	Cake Effects	Qty Each	Cakes	Effects	2.5"	3"	4"	5"	6"	8"	10"
Multi-Shot Cakes											
100's Assorted Chry + Titanium Salute	100	1	1	100							
100's (9683-100A) Assorted	100	1	1	100							
100's Color Flashing Willow	100	1	1	100							
2.5" 25's Red, White, Blue & Reports	25	1	1		25						
Finale Chains											
3" Assorted Finale Shells w/Gold Tail - A (10/1)	10	2				20					
3" Assorted Finale Shells w/Gold Tail - B (10/1)	10	2				20					
Salutes											
3" Titanium Salute (Ball) w/Tail	X	6				6					
3" Cylinder Salute + One White Peony	X	6				6					
Ball Shells											



ITEM #: 6

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: May 11, 2017 Subject: Reciprocal Lending Agreement for Fire Equipment
Levon Yengoyan, Fire Chief with the City of Mount Vernon

Attachments: Reciprocal Lending Agreement for Fire Equipment Public Hearing Required: YES () NO (X)

SUMMARY

The purpose of this Agreement is to mutually enhance the capabilities and coordination of emergency services by providing a functional operating framework for the sharing of emergency responder resources between the cities of Burlington and Mount Vernon. In 2016 the cities entered into an Automatic-Aid Agreement that provides for automatic response from both fire departments to fires and other major events. As part of fire operations, both the City of Burlington and the City of Mount Vernon maintain front-line and reserve (backup) apparatus. From time to time, either City may have apparatus out of service due to a variety of circumstances such as maintenance and repairs. Entering into this agreement allows for available apparatus to be borrowed from and loaned to the City of Mount Vernon.

RECOMMENDATION

I motion to approve the proposed Reciprocal Lending Agreement for Fire Equipment with the City of Mount Vernon and authorize the Mayor's signature.

RECIPROCAL LENDING AGREEMENT OF FIRE EQUIPMENT

The City of Burlington And The City of Mount Vernon

This Agreement ("Agreement") is entered into and effective the ____ day of _____ 2017 by and between the City of Burlington, Washington, a municipal corporation ("Burlington") and the City of Mount Vernon, Washington, a municipal corporation ("Mount Vernon") collectively referred herein as "the Cities" or "the Parties".

RECITALS

- A. The Cities each have created and operate a City Fire Department providing fire and fire related services for their respective jurisdictions; and
- B. From time to time, either Party may have certain Backup Fire Apparatus out of service due as a result of a variety of circumstances including needed maintenance when the other Party may have same or similar Backup Fire Apparatus surplus to its immediate or short term needs; and
- C. Negative impacts to level of services a fire department can provide (including customary emergency fire department response) are likely when Backup Fire Apparatus is unavailable for use; and
- D. The Cities are code cities organized under Title 35A RCW given the fullest statutory and constitutional powers including but not limited to the authority granted under Chapter 39.34 RCW to enter into agreements with one another for joint or cooperative action; and
- E. The Cities desire to enter into an agreement whereby one Party that is in need of additional Backup Fire Apparatus because that Party's Backup Fire Apparatus is out of service for maintenance, it may borrow available Backup Fire Apparatus from the other Party subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Cities agree as follows:

1. The recitals set forth above are incorporated as if set forth fully herein by this reference.
2. **Purpose.** It is the purpose of this Agreement to mutually enhance the capabilities and coordination of the Parties' emergency services by providing a functional operational framework for the sharing of emergency responder resources.
3. **Definitions.**

"Backup Fire Apparatus" shall mean Backup Fire Apparatus that is not in use nor needed by the Lending Municipality and is otherwise available and surplus to the immediate needs of the Lending Municipality

at the time of request and the reasonably foreseeable needs for the length time the Backup Fire Apparatus is requested by the Requesting Municipality at the Lending Municipality's sole discretion.

"Backup Fire Apparatus" shall mean Backup Fire Apparatus identified in **Exhibit A** attached hereto and incorporated herein shall contain the equipment as described in **Exhibit A**.

"Good Driving Record" shall mean a driving record which contains no convictions for offenses within the past seven (7) years for: (a) any driving offense which constitutes a felony, (b) operating a motor vehicle or under physical control of a motor vehicle while under the influence of liquor or drugs, or impaired driving as a result of alcohol or drugs, (c) reckless driving or negligent driving, (d) driving on a revoked or suspended license.

"Lending Municipality" shall mean that Party to the Agreement that owns (or otherwise has sufficient rights to use and lend to third parties) Backup Fire Apparatus being requested by the other Party.

"Maintenance" shall mean as work either performed by contract or by a Party on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually, annually), to service, check, or replace items that are not broken or perform minor repair work; or work performed by contract or by a Party that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary.

"Proper Training" shall mean completing and maintaining compliance with the driver's training standards of the Washington Fire Chief's Emergency Vehicle Incident Prevention (EVIP) Program.

"Requesting Municipality" shall mean that Party to the Agreement requesting use of Backup Fire Apparatus owned (or otherwise has sufficient rights to use and lend to third parties) by the other Party.

4. Responsibilities of the Parties

- (a) *Lending of Backup Fire Apparatus.* The Cities agree that a Lending Municipality may lend Backup Fire Apparatus to the Requesting Municipality for the length of time requested when the Requesting Municipality's Backup Fire Apparatus is out of service. The Requesting Municipality may make a request for use of the Lending Municipality's Backup Fire Apparatus only if the Requesting Municipality:
- (i) Has a shortage of available Backup Fire Apparatus to provide customary coverage within the boundaries of the Requesting Municipality to enable the Requesting Municipality to adequately respond to fire and other emergencies while its Backup Fire Apparatus is being maintained and/or repaired, and/or until a new unit can be delivered
 - (ii) Needs the use of the requested Backup Fire Apparatus for a period of more than one day, and
 - (iii) Identifies a specific length of time the Requesting Municipality seeks use of the Backup Fire Apparatus, and
 - (iv) The requesting agency will initiate the request either via phone or email. If the initial request is made via phone then a follow up email will be provided for documentation.

- (b) *Lending is Discretionary.* A Lending Municipality may refuse the request of the Requesting Municipality at its sole discretion, without cause, for any reason or for no reason.
- (c) *Lending Municipality Take Back.* The Lending Municipality may recall Backup Fire Apparatus that has been loaned to the Requesting Municipality due to current needs of the Lending Municipality by notifying the Fire Chief (or next officer in command if unavailable) of the Requesting Municipality verbally or in writing. If the Lending Municipality makes such a recall request, the Requesting Municipality shall return the Backup Fire Apparatus as soon as reasonably possible, but not later than following completion of the incident for which it is currently being used.
- (d) *Required Approvals.* The Requesting Municipality shall be responsible for obtaining and maintaining throughout the term of this Agreement all licenses, permits, certificates, and governmental authorizations for its employees and agents necessary to perform all of its obligations under this Agreement, including, but not limited to, obtaining any licenses required from the State of Washington.
- (e) *Delivery of Backup Fire Apparatus.* In the event the Lending Municipality agrees to lend Backup Fire Apparatus, the Lending Municipality shall notify in writing that the Backup Fire Apparatus is available for use by the Requesting Municipality including instructions of where and when the Backup Fire Apparatus may be picked up. Responsibility for delivery shall be borne by the Requesting Municipality. Requesting Municipality shall be responsible for prompt delivery back to the Lending Municipality as instructed by the Lending Municipality.
- (f) *Risk of Loss/Liability.* Risk of loss of all Backup Fire Apparatus shall pass to the Requesting Municipality from the time the Requesting Municipality (either directly or through third party) picks up the Backup Fire Apparatus until the time of delivery back to the Lending Municipality. Other provisions in this Agreement notwithstanding, the Requesting Municipality shall be liable for any accidents, collisions, and all injuries and other damages, (including attorney's fees and costs) from any claims or demands of losses arising from the operation of Backup Fire Apparatus owned by the Lending Municipality from the time the Requesting Municipality (either directly or through third party) picks up the Backup Fire Apparatus until the time of delivery back to the Lending Municipality. Liability of the Requesting Municipality includes but is not limited to payment by the Requesting Municipality of any applicable comprehensive or collision deductible(s) of the Lending Municipality.
- (g) *Acceptance As Is Where Is Condition.* In all instances, the Requesting Municipality shall accept all Backup Fire Apparatus it receives as a result of this Agreement in "as is where is" condition with all faults. The Lending Jurisdiction's disclaims and Requesting Jurisdiction waives any warranty expressed or implied warranty arising from course of performance, courses of dealing or uses of trade, fitness for a particular purpose, merchantability, operability, and, any obligation, liability, right, claim or remedy in tort, in law or in equity, or for any other direct, incidental or consequential damages except for rights of inspection and disclosure as set forth in this Agreement. The obligations, rights, and remedies of the Cities set forth in this Section are exclusive and in substitution for all

warranties, claims in law or equity, and liabilities of either Party against the other, with respect to any Backup Fire Apparatus provided. The Cities shall conduct a joint inspection of the Backup Fire Apparatus with Fire Department personnel of the Cities present: (i) prior to the Requesting Municipality's possession of the Backup Fire Apparatus, and (ii) immediately after it is returned to the Lending Municipality. The Cities shall document the condition of the Backup Fire Apparatus. By taking possession of the Backup Fire Apparatus, the Requesting Municipality stipulates: (i) that it has had an opportunity to inspect the Backup Fire Apparatus prior to possession, (ii) finds it in acceptable condition, (iii) accepts it in "as is where is" condition, and (iv) has received all records and disclosures required under this Agreement. In the event of emergency, the Cities may mutually agree to forego the joint inspection obligation prior to pick up set forth in this section if both Parties acknowledge that immediate public safety needs warrant delivery of the Backup Fire Apparatus without satisfying the condition; provided however, that in the event a joint inspection prior to pick up is not conducted, the Requesting Jurisdiction waiver of any and all claims against the Lending Jurisdiction as set forth in the subsection including claims relating to the Backup Fire Apparatus's condition, defects, and required disclosures shall remain effective.

- (h) *Records and Disclosure.* The Lending Municipality shall furnish to the Requesting Municipality the service records regarding the Backup Fire Apparatus and shall disclose to the Requesting Municipality any defects known to the Lending Municipality materially impairing the functioning of the Backup Fire Apparatus on or before the Backup Fire Apparatus is available for pickup.
- (i) *Operation of the Backup Fire Apparatus by Requesting Municipality.* Operation of all Backup Fire Apparatus shall be limited to currently licensed employees of the Requesting Municipality's Fire Department with good driving records, who are properly trained to operate (and certified if required under state and federal law) the Backup Fire Apparatus. Only employees of the Requesting Municipality shall operate Backup Fire Apparatus. The Requesting Municipality shall not permit any volunteers, firefighters or EMS employees-in-training, or members of the public who are not qualified or employees of the Requesting Municipality's Fire Department to operate, get on, or ride on or in the Lending Municipality's Backup Fire Apparatus.
- (j) *Payment.* Because this is a Reciprocal Agreement, the Requesting Municipality shall not be charged for use of the Lending Municipality's Backup Fire Apparatus except as otherwise provided in this Agreement. Unless explicitly provided, neither Party shall have any right to any payment or reimbursement from the other Party under this Agreement.
- (k) *Operating Costs of Backup Fire Apparatus.* The Requesting Municipality shall be responsible for all costs associated with or relating to operation of Backup Fire Apparatus while in the possession of the Requesting Municipality, including fuel, oil, lubrication, apparatus washing, and other maintenance and repair expenses related to the Backup Fire Apparatus. Possession shall begin at the pickup of the Backup Fire Apparatus from the Lending Municipality. Requesting Municipality agrees to maintain and repair Backup Fire Apparatus of the Lending Municipality in as good as condition as it was when delivered, mileage and reasonable wear and tear expected. Excess wear includes:

- (i) cracked or damaged glass, damaged body, trim, frame suspension, engine, powertrain, or other mechanical parts, damaged paint;
 - (ii) missing equipment or parts that were in or on the Lending Municipality's Backup Fire Apparatus at the time it was delivered;
 - (iii) unsafe tires or tires not meeting manufacturer's recommended specifications (or equivalent) when compared to condition of Backup Fire Apparatus at the time of delivery;
 - (iv) damaged or worn brake, oil leaks, a malfunctioning electrical system, battery, lights, or siren;
 - (v) any malfunctioning specialized equipment associated with the Backup Fire Apparatus;
 - (vi) Any other condition which makes the Lending Municipality's Backup Fire Apparatus run in a rough, improper, unsafe condition, or any other damage, whether or not insurance covers it. The Cities shall do an inspection of the Backup Fire Apparatus in the presence of Fire Department personnel of both Cities immediately after it is returned to document the condition of the Backup Fire Apparatus upon its return.
- (l) *Fuel.* Backup Fire Apparatus agreed to be lent to a Requesting Municipality shall contain a full tank of fuel prior to pick up. The Requesting Municipality shall return Backup Fire Apparatus at the end of the term (or when recalled by Lending Municipality pursuant to this Agreement) with the same amount of fuel. The requirement of pick up and return with a full tank of fuel may be waived by the Cities in the case of emergency circumstances.
- (m) *Return of Backup Fire Apparatus.* Whenever the Requesting Municipality is required to return Backup Fire Apparatus under the terms and conditions of this Agreement (e.g. termination of this Agreement, request of take back by Lending Municipality, etc..) the Requesting Municipality shall deliver the Lending Municipality's Backup Fire Apparatus to the Lending Municipality in clean condition and in as good as condition as when it took possession, mileage and reasonable wear and tear excepted. The joint inspection required in subsection 4(g) of this Agreement shall determine whether there are any defects, damages, including excess wear to the Backup Apparatus while in possession of the Requesting Municipality and shall the Cities shall document any defects or damages including excess wear. Documentation and inspection include that the Cities may video record the condition of Backup Fire Apparatus at the time it is returned to document exterior or interior defects or damages to the Backup Fire Apparatus. The Lending Municipality shall obtain a written estimate of the cost to noted defects or damages, including excess wear, repaired and forward it to the Requesting Municipality for payment. The Requesting Municipality shall remit payment within thirty (30) days of the date of delivery of the estimate.
- (n) *Reporting of Injuries or Damages.* The Requesting Municipality shall report to the Lending Municipality's Fire Chief or designee, any injuries or damages to persons or property arising from the operation of the Lending Municipality's Backup Fire Apparatus when in possession of the Requesting Municipality. The Requesting Municipality shall report verbally within twenty-four (24) hours of the time of the incident or when known of the incident and shall include: (i) a description of the injury or damages, (ii) how the injury or damages occurred, the date and time of the incident giving rise to the injuries or damages,

and (iii) the names and addresses of any individuals with any knowledge of the facts or circumstances which gave rise to the injury or damages, including any independent witnesses. This notice shall be confirmed and memorialized in writing within 48 hours of that time.

5. **Term.** Unless terminated pursuant to Section 6 below, the Agreement shall terminate ____ years from the effective date set forth above.
6. **Termination.** Either Party may terminate the Agreement without cause, for any reason or for no reason by providing thirty (30) days written notice to the other Party either personally delivered or mailed postage-prepaid by certified mail, return receipt requested. If a Requesting Municipality breaches a material term of this Agreement, including but not limited to: i) failure to timely return Backup Fire Apparatus upon request of the Lending Municipality, ii) allowing an unauthorized person to operate Backup Fire Apparatus, or iii) using the Backup Fire Apparatus for purposes not intended for the Backup Fire Apparatus or beyond the scope of this Agreement, the Lending Municipality may immediately terminate the Agreement and the Requesting Municipality shall return the Backup Fire Apparatus as soon as reasonably possible but not no later than following completion of an active incident the Backup Fire Apparatus is currently being used.
7. **Responsibility of Employees.** This Agreement shall not be construed to create a joint venture between the Cities. All employees or volunteers acting for or on behalf of a Party under the terms of this Agreement shall be employees or volunteers of said Party. Each Party to this Agreement shall assume responsibility and liability for the acts of its employees or volunteers, and further each Party shall assume the responsibility for any claims, injury or loss sustained by such employee or authorized volunteer while acting in the performance of his or her duties. Each Party, subject to the terms, conditions, and limitations herein, shall be solely responsible for control of its personnel (including volunteers), standards of performance, discipline, and all other aspects of performance by its employees while performing services under this Agreement. Each Party shall be responsible for its own personnel assigned to perform under this Agreement (including but not limited to the Requesting Municipality shall be responsible for all costs of its own personnel while operating or riding on or in the Lending Municipality's Backup Fire Apparatus) including, salaries, wages, state and federal payroll taxes, workers disability compensation insurance, unemployment insurance, other fringe benefits, and any other costs associated with such individuals' employment.
8. **Treatment of Assets and Property.** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. Any property owned and used by Mount Vernon in connection with this Agreement shall remain the property of Mount Vernon, and any property owned and used by Burlington shall remain the property of Burlington, unless otherwise specifically provided for in this Agreement.
9. **No Third Party Beneficiary.** This Agreement shall be for the sole benefit of the Cities, and nothing contained herein shall create a contractual relationship or special relationship with, or create a cause of action in favor of, a third party against either Party hereto.
10. **No Further Agreement.** This Agreement governs the entire terms and conditions between the Cities respective Fire Department's lending of Backup Fire Apparatus subject to and within scope of this Agreement. No further agreement shall be necessary for Cities' sharing assets as set forth within scope of this Agreement. Further written agreement or written modification of this

Agreement shall be required in the event the Cities wish to lend assets outside the scope of this Agreement.

- 11. Indemnification /Liability.** Each Party agrees that, insofar as it is authorized to do so under the laws of the State of Washington, it shall indemnify, defend, and hold harmless the other Party, (including reasonable attorney fees and costs) its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement as a result of their performance. The Parties further agree that in the case of negligence by both, any damages, costs, or other expenses allowed shall be levied in proportion to the percentage of negligence attributable to each Party. Each Party specifically assumes potential liability for actions brought by that Party's own employees, officials, officers, agents, and volunteers against the other Party and, solely for the purpose of this indemnification and defense; each Party specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Parties recognize that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. Each Party shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. A Party shall not be liable for benefits or any other compensation for injuries to or death of the other Party's employees or volunteers while performing services under this Agreement. An employee or volunteer of the employing Party shall be deemed to be performing services for the employing Party when (i) enroute to, enroute from or at the scene of a call or emergency and (ii) when enroute to, enroute from, a pickup of Backup Fire Apparatus from the Lending Municipality. This Section shall survive any termination or expiration of this Agreement.
- 12. Non Waiver.** It is expressly understood and agreed that this Agreement does not waive any immunity or defense, including sovereign immunity, that would otherwise be available to a Party against third-party claims arising from activities performed under this Agreement, nor is any provision of this Agreement intended to create additional liability of the Parties for the acts of their employees or volunteers.
- 13. Insurance.** Each Party shall retain and maintain insurance or coverage by membership in an insurance risk pool such as Washington Cities Insurance Authority that covers physical damage (including physical damages to the Backup Fire Apparatus caused by collision, vandalism, malicious destruction, theft or any other cause) to any Backup Fire Apparatus used in the performance of this Agreement in an amount not less than the actual cash value of the Backup Fire Apparatus throughout the term of this Agreement. Termination of coverage shall constitute material breach entitling the non-breaching Party to immediately terminate this Agreement. Any Party that fails to retain or maintain coverage pursuant to the terms of this Section shall immediately provide written notice to the other Party. A Party shall promptly provide insurance or WCIA coverage documents relating to Backup Fire Apparatus used in the performance of this Agreement upon request.
- 14. Administration:** The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
- (a) The City of Mount Vernon's representative shall be the Mount Vernon Fire Chief
 - (b) The City of Burlington's representative shall be the Burlington Fire Chief

15. Manner of Financing: This Agreement shall not require further expenditure of funds in its performance. Financing shall be achieved through existing and further approved budgets and capital expenditures of their respective Fire Departments.

16. Notices. All notices to this Agreement shall be in writing, signed by the authorized official and sent either by registered mail, certified mail, return receipt requested, personally delivered, or U.S. mail, postage prepaid to the respective Party below. Notice will be deemed given on the date when one of the following first occurs: (a) the date of actual receipt; (b) the next business day when notice is sent express delivery service or a personal delivery, or (c) three days after mailing by first class or certified U.S. mail.

(a) If to City of Burlington notice shall be sent as follows:

City of Burlington
c/o Contract Administrator
833 S Spruce Street
Burlington WA 98233

With Copy to:
City of Burlington Fire Chief
350 Sharon Avenue
Burlington WA 98233

(b) If to the City of Mount Vernon notice shall be sent as follows:

City of Mount Vernon
c/o Contract Manager
910 Cleveland Avenue
Mount Vernon WA 98273

With Copy to:
City of Mount Vernon Fire Chief
1901 N Laventure Rd
Mount Vernon, WA 98273

17. Miscellaneous

(a) *Governing Law.* This Agreement shall be governed, interpreted and enforced by the laws of the State of Washington.

(b) *Authority to Enter.* Each Party signing this Agreement represents and warrants to the other that it has authority to execute this Agreement on behalf of the City for which it is signing and it is a binding obligation of the City.

(c) *Modification or Amendment.* This Agreement represents the entire Agreement and understanding between the Parties, and supersedes all other oral or written agreements between the Parties with respect to this subject matter. Any modifications, amendments, rescissions, waivers or releases to this Agreement must be in writing and agreed to by all

Parties. This Agreement does not speak to mutual assistance agreements and will remain a separate Agreement. This Agreement shall not supersede nor serve as to repeal any existing or future mutual aid agreements.

- (d) *Compliance with Law and Regulations.* The Parties agree to comply with all applicable state, local and federal laws and regulations in providing services under this Agreement. The Parties agree to cooperate in executing such further or subsidiary agreements as may be required.
- (e) *Severability.* If for any reason any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect, impair or invalidate the remaining provisions of this Agreement but shall be confined in its operations to the specific sections, sentences, clauses or parts of this Agreement and shall not affect or prejudice in any way the validity of this Agreement in any other instance.
- (f) *Interpretation.* Both Parties to this Agreement are to be construed as a drafter of this Agreement.
- (g) *Counterparts.* This Agreement may be entered into any number of counterparts which, when taken collectively, will constitute one entire Agreement.
- (h) *Recording/website.* Each Party shall record this Agreement with its respective clerk.
- (i) *Venue.* Jurisdiction and venue for any action arising out of this Agreement shall be in the Superior Court of Skagit County, Washington.

IN WITNESS, the Parties below execute this Agreement, which shall become effective on the last date entered below.

CITY OF BURLINGTON:	CITY OF MOUNT VERNON:
By: _____ Steve Sexton	By: _____ Jill Boudreau
Print Name: _____	Print Name: _____
Its _____ Mayor	Its _____ Mayor
DATE: _____	DATE: _____

NOTICES TO BE SENT TO:

City of Burlington
Contract Mngr. & Fire Chief
833 S Spruce Street
Burlington WA 98233

(360) 755-0531 (telephone)

(360) 755-1297 (facsimile)

NOTICES TO BE SENT TO:

City of Mount Vernon
Contract Mngr. & Fire Chief
910 Cleveland Street
Mount Vernon WA 98273

(360) 336-6239 (telephone)

(____) ____-____ (facsimile)

EXHIBIT A

City of Burlington Apparatus:

- 1802 – Command Vehicle
- 1812 – Engine
- 1819 – Aid Unit

City of Mount Vernon Apparatus:

- E112 – Engine
- E121 – Engine
- M119 – Aid Unit
- M129 – Aid Unit
- B110 – Command Vehicle



ITEM #: 7

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: May 11, 2017

Subject: Elected official compensation, including that of the position of Mayor

Councilor Edie Edmundson

Attachments: Burlington Municipal Code Chapter 2.56

Public Hearing Required: YES () NO (X)*

Ordinance 1793, Proposed Ordinance

*Public Hearing Scheduled: Past Practice

2016 Mayoral Compensation Data: AWC

SUMMARY

Compensation for the position of Mayor of the City of Burlington is established by ordinance and is codified within Burlington Municipal Code (BMC) Chapter 2.56. Although technically not required, the city advertised a public hearing to take public testimony prior to adopting the most recent adjustment to the Mayor's compensation. A public hearing has been set to consider elected official compensation, including that of the Mayor, at the Burlington Council meeting of May 11, 2017. This hearing has been advertised in the Skagit Valley Herald. A copy of the existing BMC Chapter 2.56, the most recent applicable ordinance (Ordinance No. 1793), and 2016 Mayoral compensation data compiled by the Association of Washington Cities, is enclosed for your reference.

Chapter 2.56 COMPENSATION¹

Sections:

- 2.56.010 Payment.
- 2.56.020 *Repealed.*
- 2.56.030 Compensation for mayor.
- 2.56.040 Compensation for city councilmembers.
- 2.56.050 Councilmember and mayor waiver and election not to receive compensation.

2.56.010 Payment.

On and after the first day of January, 2011, compensation for city employees shall be paid as established by further act of the city council. Also, where additional charges are incurred for extraordinary legal services, such charges become claims against the city in addition to such compensation. (Ord. 1731 § 1, 2011; Ord. 1727 § 1, 2010; Ord. 1219 § 4, 1992; Ord. 1174 § 1, 1990; Ord. 1133 § 1, 1988; Ord. 1123 § 1, 1988; Ord. 1106 § 1, 1987; Ord. 1073 § 1, 1985; Ord. 1054 § 1, 1984; Ord. 1031 § 1, 1983; Ord. 1011 § 1, 1982).

2.56.020 Designated.

Repealed by Ord. 1752. (Ord. 1731 §§ 2, 3, 2011; Ord. 1727 §§ 3, 4, 2010).

2.56.030 Compensation for mayor.

Effective January 1, 2014, the mayor of the city of Burlington shall receive a salary of \$4,241.53 per month. Effective January 1, 2015, and each year thereafter the mayor shall receive a cost of living adjustment commensurate with the COLA received by nonrepresented staff, which cost of living adjustment shall become effective as of the same date that the cost of living adjustment paid to nonrepresented staff becomes effective. (Ord. 1793 § 1, 2013).

2.56.040 Compensation for city councilmembers.

A. Members of the Burlington city council shall receive compensation in the amount of \$800.00 per month.

B. Effective date compensation adjustments will be made to city councilmembers:

Ward No. 1 Councilmember	January 1, 2016
Ward No. 2 Councilmember	January 1, 2016
Ward No. 3 Councilmember	January 1, 2016
Ward No. 4 Councilmember	January 1, 2018
Ward No. 5 Councilmember	January 1, 2018
Ward No. 6 Councilmember	January 1, 2018
At Large Councilmember	January 1, 2018

(Ord. 1812 §§ 1, 2, 2015).

2.56.050 Councilmember and mayor waiver and election not to receive compensation.

Any councilmember or the mayor may voluntarily waive all or any portion of the salaries set forth in BMC 2.56.030 or 2.56.040, as applicable, during their term of office. A notice of waiver and election not to receive salary must be in writing and delivered to the finance director prior to the effective date of the waiver. The waiver shall be effective for all salary earned following the effective date and continue in effect until a written withdrawal of the waiver, signed by the councilmember, is delivered to the finance director. Salaries or portions of salaries that are waived pursuant to this section shall be placed in the general fund of the city. (Ord. 1728 § 1, 2010).

¹Prior legislation: Ords. 898, 923, 947, 987 and 994.

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.

RCW 35.27.130**Compensation of officers and employees—Expenses—Nonstate pensions
—Limitations.**

The mayor and members of the town council may be reimbursed for actual expenses incurred in the discharge of their official duties upon presentation of a claim therefor and its allowance and approval by resolution of the town council. The mayor and members of the council may also receive such salary as the council may fix by ordinance.

The treasurer and treasurer-clerk shall severally receive at stated times a compensation to be fixed by ordinance.

The compensation of all other officers and employees shall be fixed from time to time by the council.

Any town that provides a pension for any of its employees under a plan not administered by the state must notify the state auditor of the existence of the plan at the time of an audit of the town by the auditor. No town may establish a pension plan for its employees that is not administered by the state, with the following exceptions:

(1) Participation in a defined contribution plan in existence as of January 1, 1990, is deemed to have been authorized. No town that provides a defined contribution plan for its employees as authorized by this section may make any material changes in the terms or conditions of the plan after June 7, 1990.

(2) Participation in a defined benefit pension plan that commenced prior to January 1, 1999, is authorized to continue. No town that commenced participation in a defined benefit pension plan that is not administered by the state may make any material changes in the terms or conditions of the plan after June 7, 1999.

[2012 c 240 § 1; 1993 c 47 § 3; 1990 c 212 § 2; 1973 1st ex.s. c 87 § 2; 1969 ex.s. c 270 § 9; 1965 c 105 § 2; 1965 c 7 § 35.27.130. Prior: 1961 c 89 § 5; prior: (i) 1941 c 115 § 2; 1890 p 200 § 147; Rem. Supp. 1941 § 9168. (ii) 1921 c 24 § 1, part; 1890 p 209 § 168, part; RRS § 9187, part. (iii) 1890 p 214 § 173; RRS § 9191. (iv) 1943 c 183 § 1, part; 1941 c 91 § 1, part; 1911 c 33 § 1, part; 1903 c 113 § 5, part; 1890 p 198 § 144, part; RRS § 9165, part.]

ORDINANCE NO. 1793

**AN ORDINANCE AMENDING BURLINGTON MUNICIPAL
CODE SECTION 2.56.030 RELATING TO THE SALARY
OF THE MAYOR.**

WHEREAS, Section 2.56.030 of the Burlington Municipal Code established the salary to be paid the Mayor of the City of Burlington; and

WHEREAS, The level of compensation for the Mayor has not been amended since 2005, when the salary was increased from \$7,560 per year to \$21,855.96 per year; and

WHEREAS, the City Council has determined that it is in the best interest of the City to increase the compensation to be paid the Mayor of the City of Burlington as set forth herein.

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

Section 1. Section 2.56.030 of the Burlington Municipal Code is hereby repealed and reenacted, the amended section to read as follows:

2.56.030 Compensation for Mayor.

Effective January 1, ~~2014~~ 2006 the Mayor of the City of Burlington shall receive a salary of ~~\$4,241.53~~ \$1,821.33 per month ~~together with a cost of living adjustment.~~ Effective January 1, ~~2015~~ 2006, and each year thereafter the Mayor shall receive ~~a~~ an annual cost of living adjustment commensurate with the COLA received by non-represented staff which cost of living adjustment shall become effective as of the same date that the cost of living adjustment paid to non-represented staff becomes effective.

Section 2. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

INTRODUCED PASSED AND APPROVED at a regular meeting of the City Council this 26th 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 CITY CLERK:	11/26/2013
PASSED BY CITY COUNCIL:	11/26/2013
SIGNED BY THE MAYOR:	11/27/2013
PUBLISHED:	12/02/2013
EFFECTIVE DATE:	12/07/2013

ORDINANCE NO. 1842

AN ORDINANCE AMENDING BURLINGTON MUNICIPAL CODE SECTION 2.56.030 RELATING TO THE SALARY OF THE MAYOR.

WHEREAS, Section 2.56.030 of the Burlington Municipal Code established the salary to be paid the Mayor of the City of Burlington; and

WHEREAS, The level of compensation for the Mayor has not been amended since 2013, when the salary was increased from \$21,855.96 per year to \$50,898.36 per year; and

WHEREAS, the City Council has determined that it is in the best interest of the City to increase the compensation to be paid the Mayor of the City of Burlington as set forth herein.

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

Section 1. Section 2.56.030 of the Burlington Municipal Code is hereby repealed and reenacted, the amended section to read as follows:

2.56.030 Compensation for Mayor.

Effective 2014 the Mayor of the City of Burlington shall receive a salary of \$ 4241.53 per month ~~together with a cost of living adjustment.~~ Effective 2015, and each year thereafter the Mayor shall receive ~~a an annual~~ cost of living adjustment commensurate with the COLA received by non-represented staff which cost of living adjustment shall become effective as of the same date that the cost of living adjustment paid to non-represented staff becomes effective.

Section 2. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

INTRODUCED PASSED AND APPROVED at a regular meeting of the City Council this 11th day of May, 2017.

THE CITY OF BURLINGTON

Steve Sexton, Mayor

ATTEST:

Renee Sinclair, Director of Budget & Accounting

APPROVED AS TO FORM:

Leif Johnson, City Attorney

FILED WITH CITY CLERK: 05/02/2017
PASSED BY CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:

Washington City and County Employee 2016 Salary and Benefit Survey

Published by the Association of Washington Cities
in cooperation with the Washington State Association of Counties
and the Washington Association of County Officials

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2016 Salary data – cities & towns

Job title: Mayor and Councilmember

Job code: 100 and 110

NOTE: The amount of compensation shown is set by ordinance. Some councilmembers may be given a lesser amount for their current terms of service.

Jurisdiction	Mayor's compensation	Councilmembers' compensation
Cities 50,000 and over		
Auburn (77,060)	\$11,630/month	\$1200/month
Bellevue (139,400)	\$1950/month	\$1650/month
Burien (50,000)	\$750/month, plus \$600/month VEBA	\$600/month, plus \$600/month VEBA
Everett (108,300)	\$14,545/month	\$2292/month
Federal Way (93,670)	\$9635/month	\$1150/month
Kennewick (79,120)	\$1191/month	\$992/month
Kent (124,500)	\$11,788/month	\$1204/month
Kirkland (84,680)	\$1457/month	\$1144/month
Lakewood (58,800)	\$1400/month	\$1200/month
Marysville (64,940)	\$10,660/month	\$950/month
Olympia (51,600)	\$1664/month	\$1386/month
Pasco (70,560)	\$1300/month	\$1000/month
Redmond (60,560)	\$11,417/month	\$1000/month
Renton (101,300)	\$13,348/month	\$1250/month
Richland (53,410)	\$1373/month	\$1123/month
Sammamish (61,250)	\$950/month	\$850/month
Seattle (686,800)	\$15,869/month	\$10,280/month
Shoreline (54,990)	\$1250/month	\$1100/month
Spokane (214,500)	\$14,000/month	\$2600/month
Spokane Valley (94,160)	\$975/month	\$750/month
Tacoma (206,100)	\$8230/month	\$3732/month
Vancouver (173,500)	\$2300/month	\$1800/month
Yakima (93,410)	\$1375/month	\$1075/month
Cities 30,000 to 49,999		
Bothell (43,980)	\$1213/month	\$1011/month
Bremerton (40,500)	\$8917/month	\$1000/month
Des Moines (30,570)	\$350/meeting attended; maximum of 40 meetings/year	\$250/meeting attended; maximum 40 meetings/year
Edmonds (40,900)	\$9623/month	\$1000/month (includes 8 meetings/month) + \$707.51/monthly cafeteria benefit toward health insurance
Lacey (47,540)	\$1600/month	\$1375/month
Lake Stevens (30,900)	\$2000/month	\$500/month, \$75/meeting, maximum 4 meetings/month
Longview (37,230)	\$1500/month	\$900/month
Lynnwood (36,590)	\$8576/month	\$1650/month
Mount Vernon (33,730)	\$8040/month	\$600/month
Pullman (32,650)	\$1417/month	\$550/month
Puyallup (39,850)	\$1367/month	\$1170/month

Jurisdiction	Mayor's compensation	Councilmembers' compensation
University Place (32,230)	\$1688/month	\$1408/month
Walla Walla (33,340)	\$500/month	\$400/month
Wenatchee (33,510)	\$6737/month	\$665/month
Cities 15,000 to 29,999		
Aberdeen (16,780)	\$1091/month	\$394/month
Anacortes (16,580)	\$7803/month	\$1200/month
Arlington (18,620)	\$1500/month + \$50/local meetings, \$75/ regional meetings (up to 20/month)	\$150/council meeting/workshop. + \$50/local meetings, \$75/regional meetings (up to 8/month)
Bainbridge Island (23,760)	\$1250/month	\$1000/month
Battle Ground (19,640)	\$550/month	\$400/month
Bonney Lake (20,000)	\$2100/month	\$850/month
Camas (21,810)	\$2200/month	\$750/month
Centralia (16,820)	\$400/month	\$200/month
Covington (18,750)	\$830/month	\$630/month
Ellensburg (19,310)	\$500/month	\$250/month
Kenmore (22,320)	\$900/month	\$800/month
Maple Valley (24,790)	\$825/month	\$550/month
Mercer Island (23,660)	\$400/month	\$200/month
Mill Creek (19,900)	\$700/month	\$500/month
Monroe (18,120)	\$3600/month	\$800/month
Moses Lake (22,250)	\$1000/month, \$30/meeting	\$500 month, \$30/meeting
Mountlake Terrace (21,090)	\$1000/month	\$800/month
Mukilteo (21,070)	\$5900/month	\$500/month
Oak Harbor (22,410)	\$4222/month	\$605/month
Port Angeles (19,270)	\$600/month	\$550/month
SeaTac (27,810)	\$1200/month	\$1000/month
Tukwila (19,540)	\$8572/month	\$1250/month
Tumwater (23,040)	\$1560/month	\$734/month
Washougal (15,560)	\$2100/month	\$525/month
Cities 7,500 to 14,999		
Airway Heights (8,425)	\$1200/month	\$750/month
Burlington (8,675)	\$4413/month	\$800/month
Cheney (11,650)	\$1500/month	\$450/month
College Place (9,245)	\$850/month	\$375/month
DuPont (9,330)	\$1300/month	\$375/month
East Wenatchee (13,500)	\$5018/month	\$600/month
Edgewood (9,735)	\$1300/month	\$500/month
Enumclaw (11,410)	\$1000/month	\$325/month
Ephrata (8,020)	\$500/month	\$200/month
Ferndale (13,250)	\$2619/month	\$572/month

Jurisdiction	Mayor's compensation	Councilmembers' compensation
Fife (9,910)	\$800/month	\$650/month
Gig Harbor (9,065)	\$1500/month	\$600/month
Grandview (11,160)	\$540/month	\$300/month
Hoquiam (8,580)	\$840/month	\$260/month
Kelso (11,970)	\$800/month	\$400/month
Lake Forest Park (12,940)	\$3000/month	\$600/month
Liberty Lake (9,325)	\$1250/month	\$400/month
Lynden (13,380)	\$2500/month	\$600/month
Milton (7,695)	\$1500/month	\$400/month
Newcastle (11,090)	\$600/month	\$500/month
Orting (7,535)	\$1000/month	\$300/month
Othello (7,875)	\$775/month	\$325/month
Port Orchard (13,810)	\$5617/month	\$500/meeting
Port Townsend (9,485)	\$750/month	\$500/month
Poulsbo (10,210)	\$6101/month	\$750/month
Sedro-Woolley (11,030)	\$2191/month	\$500/month
Selah (7,530)	\$620/month	\$325/month
Shelton (10,070)	\$1300/month, \$70/meeting, maximum \$25,400/year	
Snohomish (9,625)	\$725/month	\$513/month
Snoqualmie (13,110)	\$2500/month	\$500/month
Sumner (9,705)	\$1800/month	\$750/month
Toppenish (9,050)	\$450/month	\$400/month
West Richland (14,340)	\$550/month	\$350/month
Woodinville (11,570)	\$700/month	\$600/month
Yelm (8,480)	\$2500/month	\$600/month
Cities 2,500 to 7,499		
Algona (3,175)	\$2000/month	\$250/month
Benton City (3,325)	\$800/month	\$75/meeting
Blaine (4,930)	\$250/meeting, maximum \$500/month	\$150/meeting, maximum \$300/month
Brier (6,555)	\$1000/month, \$50/meeting, plus paid medical or equivalent dollar amount	\$200/month, \$50/meeting
Buckley (4,550)	\$500/month	\$250/month
Cashmere (3,040)	\$600/month	\$100/month
Chehalis (7,460)	\$150/month	\$100/month
Chelan (4,115)	\$1572/month plus \$25/meeting up to 3 meetings/month	\$400/month plus \$50/meeting up to 3 meetings/month
Chewelah (2,650)	\$658/month	\$100/month
Clarkston (7,260)	\$600/month	\$250/month
Clyde Hill (3,060)	\$100/month, \$100/meeting	\$50/meeting
Colfax (2,795)	\$600/month	\$75/meeting
Colville (4,730)	\$1000/month	\$50/meeting
Connell (5,365)	\$600/month	\$175/month
Dayton (2,545)	\$1000/month	\$150/month

Jurisdiction	Mayor's compensation	Councilmembers' compensation
Deer Park (4,005)	\$1000/month	\$200/month
Duval (7,425)	\$1500/month	\$500/month
Eatonville (2,925)	\$1402/month	\$75/meeting
Elma (3,145)	\$500/month	\$250/month
Everson (2,600)	\$500/month plus medical/dental/vision for full family	\$150/month
Firecrest (6,625)	\$121/month, \$150/regular meeting, \$50/special meeting	\$121/month, \$100/regular meeting, \$50/special meeting
Forks (3,580)	No compensation	No compensation
Goldendale (3,435)	\$1000/month	\$50/meeting, maximum \$100/month
Granger (3,880)	\$650/month	\$40/meeting, no maximum
Granite Falls (3,395)	\$100/month	\$100/month
Kalama (2,540)	\$700/month	\$100/meeting, \$200/month maximum
La Center (3,140)	\$525/month plus \$60/meeting	\$175/month plus \$60/meeting
Mattawa (4,625)	\$1000/month	\$62.50/meeting
Medical Lake (4,945)	\$1000/month	\$250/month
Medina (3,165)	No compensation	No compensation
Montesano (4,105)	\$550/month	\$200/month
Moxee (3,955)	\$600/month	\$250/month
Normandy Park (6,540)	No compensation	No compensation
North Bend (6,570)	\$2000/month	\$400/month
Ocean Shores (5,955)	\$4000/month	\$350/month
Okanogan (2,595)	\$750/month	\$125/month
Omak (4,925)	\$1300/month	\$200/meeting
Pacific (6,890)	\$750/month	\$200/month
Prosser (5,940)	\$6000/year	\$250/month
Quincy (7,345)	\$1220/month	\$480/month
Raymond (2,900)	\$371/month	\$247/month
Ridgefield (6,870)	\$750/month	\$375/month
Sequim (7,075)	\$410/month	\$25/hour
Stanwood (6,635)	\$1200/month	\$325/month
Steilacoom (6,170)	\$750/month	\$300/month
Sultan (4,860)	\$1000/month plus \$100 for extra meetings, maximum of \$1300/month	\$300/month plus \$50 for extra meetings -- maximum of \$450/month
Union Gap (6,200)	\$600/month	\$600/month
Wapato (5,040)	\$833/month	\$50/meeting, maximum \$150/month
Warden (2,720)	\$500/month	\$50/meeting
Woodland (5,925)	\$800/month	\$150/month, \$25/meeting, maximum \$250/month
Zillah (3,145)	\$1000/month	\$60/meeting
Cities 1,500 to 2,499		
Brewster (2,395)	\$773/month	\$45/meeting
Bridgeport (2,480)	\$750/month	\$40/meeting
Carnation (1,850)	\$400/month	\$200/month
Cle Elum (1,870)	\$750/ month	\$250/month

Jurisdiction	Mayor's compensation	Councilmembers' compensation
Cosmopolis (1,650)	\$500/month	\$150/month
Coupeville (1,905)	\$3000/month	No compensation
Davenport (1,690)	\$625/month	\$40/meeting
Friday Harbor (2,250)	\$1000/month	\$400/month plus \$50/meeting, max 3 meetings/month
Gold Bar (2,125)	\$300/month	\$100/month
Kettle Falls (1,615)	\$600/month	\$50/meeting plus \$10/council committee meeting
Leavenworth (1,990)	\$1500/month	\$500/month
Mabton (2,315)	\$500/month	\$40/meeting
McCleary (1,685)	\$300/month	\$100/month
Millwood (1,790)	\$600/month	\$40/meeting
Napavine (1,870)	No compensation	No compensation
Newport (2,150)	\$643/month	\$61/meeting
Oroville (1,710)	\$675/month	\$113/meeting, \$225/month maximum
Rainier (1,885)	\$450/month	\$200/month
Ritzville (1,660)	\$600/month	\$65/meeting
Royal City (2,240)	\$600/month	\$60/meeting
Soap Lake (1,535)	\$600/month	\$70/month
South Bend (1,620)	\$800/month	\$120/month
Stevenson (1,540)	\$600/month	\$150/meeting
Sumas (1,517)	\$575/month	\$125/month
Tenino (1,775)	\$600/month	\$25/month plus \$25/meeting, maximum 2 meetings/month
Westport (2,115)	\$887/month	\$398/month
White Salmon (2,440)	\$300/month	\$75/month
Yacolt (1,655)	\$500/month	\$35/meeting
Cities 500 to 1,499		
Albion (545)	No compensation	No compensation
Asotin (1,270)	\$175/meeting, maximum \$350/month	\$113/meeting, maximum \$225/month
Bingen (735)	\$300/month	\$60/month
Bucoda (570)	No compensation	No compensation
Carbonado (635)	\$25/regular meeting, \$10 additional meeting	\$15/regular meeting, \$7.50/additional meeting
Concrete (735)	\$1000/month	\$35/meeting
Coulee City (560)	\$200/month	\$10/meeting, maximum \$20/month
Coulee Dam (1,100)	\$250/month	\$50/month
Darrington (1,350)	\$1000/month	\$35/meeting
Electric City (1,010)	\$250/month	No compensation
Entiat (1,180)	\$1500/month	\$75/meeting up to two meetings/month
Fairfield (620)	\$1500/year	\$50/meeting, maximum of \$1200/year
Garfield (595)	\$75/month	\$25/meeting
George (720)	No compensation	No compensation
Grand Coulee (1,045)	\$400/month	\$40/meeting up to \$120/month
Harrah (650)	\$500/month	No compensation

Jurisdiction	Mayor's compensation	Councilmembers' compensation
Ilwaco (945)	\$500/month	\$200/month
Kittitas (1,460)	\$500/month	\$50/month
La Conner (905)	No compensation	\$150/month
Langley (1,135)	\$4583/month	\$50/month
Long Beach (1,430)	\$500/month	\$300/month
Mossyrock (745)	\$200/month	\$20/meeting
Naches (845)	\$1020/month	\$50/meeting attended
Nooksack (1,475)	\$750/month, \$150/month travel expense	\$150/month
Oakville (695)	\$116/month	\$58/month
Odessa (900)	\$100/month	\$30/month
Palouse (1,040)	\$250/month	\$60/month
Pateros (560)	\$1000/month	\$100/month
Pe Ell (640)	\$200/month	\$50/month
Pomeroy (1,395)	\$300/month	\$125/month
Reardan (575)	No compensation	No compensation
Rock Island (965)	\$500/month, \$65/additional meeting	\$50/meeting
Rosalia (560)	\$600/month	\$200/month
Roslyn (890)	No compensation	\$30/meeting, \$60/month maximum (attendance not required for pay)
Roy (805)	\$400/month	\$25/meeting, maximum 2 meetings/month
Ruston (935)	\$1000/month	\$30/month
South Cle Elum (530)	\$175/month	\$125/month
St. John (505)	No compensation	No compensation
Tekoa (780)	\$100/month	\$40/month
Tielon (1,285)	\$1000/month	\$25/meeting
Toledo (720)	\$50/meeting, maximum \$100/month	\$25/meeting, maximum \$50/month
Tonasket (1,110)	\$450/month	\$50/meeting, maximum \$150/month
Twisp (950)	\$2000/month	\$30/regular meeting, \$20/special, capped at \$100/month
Vader (615)	No compensation	No compensation
Waitsburg (1,230)	\$100/month	\$10/meeting, maximum 2 meetings/month
Waterville (1,165)	\$800/month	\$35/meeting
Wilbur (880)	\$500/month	\$20/meeting, maximum \$40/month
Winlock (1,340)	\$750/month	\$50/meeting
Woodway (1,335)	No compensation	No compensation
Cities under 500		
Almira (275)	\$100/month	\$25/meeting
Beaux Arts Village (300)	No compensation	No compensation
Cathlamet (490)	\$250/month	\$50/month
Colton (425)	\$2000/year	\$750/year
Conconully (230)	\$100/month	No compensation
Creston (225)	No compensation	No compensation
Cusick (200)	\$200/month	\$140/month

Jurisdiction	Mayor's compensation	Councilmembers' compensation
Elmer City (290)	No compensation	No compensation
Endicott (295)	\$50/meeting	\$15/meeting
Farmington (155)	No compensation	No compensation
Hamilton (305)	\$600/month	\$75/month
Harrington (415)	\$214/month	No compensation
Harline (155)	\$15/meeting	\$15/meeting
Hatton (110)	\$100/month	\$20/meeting
Hunts Point (415)	No compensation	No compensation
Index (165)	No compensation	No compensation
Ione (440)	\$47.25/meeting, two meetings/month	\$47.25/meeting, two meetings/month
Kahlotus (185)	\$200/month	No compensation
LaCrosse (315)	\$100/month	\$20/meeting
Lamont (80)	No compensation	No compensation
Latah (195)	\$100/month	\$35/meeting
Lyman (450)	\$100/meeting	\$25/meeting
Malden (200)	No compensation	No compensation
Mansfield (330)	\$150/month	\$30/meeting attended
Marcus (175)	\$100/month	\$0.50/meeting
Mesa (495)	\$200/month	\$50/meeting, maximum \$100/month
Metaline (180)	\$50/meeting	\$20/meeting
Metaline Falls (235)	\$75/meeting	\$25/meeting
Nespelem (245)	No compensation	No compensation
Northport (295)	\$100/month	\$5/meeting
Oakesdale (425)	\$525/quarter	\$180/quarter
Prescott (325)	\$150/quarter	\$60/quarter
Riverside (285)	No compensation	No compensation
Rockford (470)	No compensation	No compensation
Skykomish (200)	\$500/month	No compensation
South Prairie (435)	\$100/month + \$50/council meeting + \$25/non-council meetings	\$50/council meeting + \$25/non-council meetings
Spangle (275)	\$50/meeting	\$25/meeting
Sprague (440)	\$150/month	\$75/month
Springdale (293)	No compensation	No compensation
Uniontown (335)	\$75/meeting	\$20/meeting if elected, \$10/meeting if appointed
Washtucna (210)	\$3600/year	\$240/year
Waverly (108)	\$780/year	\$450/year
Wilkeson (490)	\$50/meeting	\$10/meeting
Wilson Creek (205)	\$75/month	\$25/month
Winthrop (430)	\$1000/month	\$65/meeting, \$65/special meeting, maximum \$260/month