

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
7:00 p.m. July 27, 2017

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

MINUTES: City Council Meeting July 13, 2017

AUDIT OF BILLS:

PUBLIC COMMENTS:

COUNCIL COMMENTS:

MAYOR'S UPDATE:

PROCLAMATION:

SPECIAL PRESENTATION: Recognition of Maiben House Contributors & Volunteers – Jennifer Berner, Parks & Recreation Director

OFFICERS REPORTS: TBD

UNFINISHED BUSINESS: 1) Fiber Contractor Amendment for .09 Grant – Integrity Networks & Diversified Northwest

CONSENT AGENDA:

NEW BUSINESS:

- 1) Burlington Municipal Code Amendment Update
- 2) Hotel/Motel Ordinance
- 3) Burlington Police Employees' Guild 2017 – 2019 Collective Bargaining Agreement
- 4) Amended 2017 Salary Resolution
- 5) Bid & Contract Award – Sewer Pump Station #10
- 6) Request for Partial Waiver of Sewer and/or Storm Water Utility Bills: 650 W McCorquedale Rd
- 7) Addition of work hours to the Building Inspector/Code Enforcement Officer position in response to permit review demands
- 8) Request for Capital/Facility Funding from the Skagit County YMCA: Discussion of Review Process and Decision Timeline

FUTURE WORKSHOP:

EXECUTIVE SESSION: ▪ An Executive Session may be held to discuss Personnel, Litigation, and/or Land Acquisition.

ADJOURNMENT:

MEETING

1) <u>DOWNTOWN BURLINGTON ASSOCIATION:</u>	Wednesday July 26, 2017 9:00 a.m. Visitor Information Center, 520 E Fairhaven Ave
2) <u>AUDIT & FINANCE COMMITTEE:</u>	Thursday July 27, 2017 4:00 p.m. City Hall, 833 S Spruce Street
4) <u>LIBRARY BOARD:</u>	Tuesday August 1, 2017 6:00 p.m. Burlington Public Library, 820 Washington Ave
5) <u>PARKS BOARD:</u>	Monday August 7, 2017 5:30 p.m. Parks & Recreation, 900 E Fairhaven Ave
6) <u>PUBLIC SAFETY COMMITTEE:</u>	Tuesday August 8, 2017 4:00 p.m. Public Safety Building, 311 Cedar Street

July 2017

July 2017

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August 2017

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

August 2017

August 2017

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September 2017

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Jul 30	31	Aug 1	2	3	4	5
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27	28	29	30	31	Sep 1	2

July 13, 2017

CALL TO ORDER:

Mayor Steve Sexton called the meeting to order at 7:00 p.m., with the Pledge of Allegiance. Council members present: Bill Aslett, Tonya Bieche, Rick DeGloria, Edie Edmundson, and Ted Montgomery. Staff present: Jennifer Berner, Bryan Harrison, Brittany Johnson, Leif Johnson, Marv Pulst, Jim Rabenstein, Renee Sinclair, and Sarah Ward.

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

MINUTES:

A motion was made to approve the minutes of the June 22, 2017 council meeting by **Councilors Loving/Aslett**. All in favor; motion carried.

AUDIT OF BILLS:

A motion was made by **Councilors R. DeGloria/Aslett** to approve Accounts Payable checks numbered 5009 – 5194 in the amount of \$425,966.17; and June 30 payroll checks numbered 369017 – 36921 & 5001 – 5008 in the amount of \$338,808.38. All in favor; motion carried.

PUBLIC COMMENTS:

No Public Comments.

COUNCIL COMMENTS:

No Council Comments.

MAYOR COMMENTS:

Mayor Sexton introduced Police Chief Mike Luvera and stated the City was excited to have him on board.

OFFICER REPORTS

Public Works Director Marv Pulst stated that bids were opened for the upgrade of Sewer Pump Station #10 on June 29th. Bid information and request for contract approval will be brought to the next council meeting. **Pulst** updated council on the paving project that is currently underway on Burlington Boulevard and provided a timeline for completion. **Councilor Aslett** commented on the City's infrastructure versus other City/State infrastructure that he has visited.

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Library Director Sarah Ward introduced **Children's Librarian Jennifer Bell** to update council on the upcoming Quidditch Festival. **Bell** reviewed the details of the event which will take place on Saturday, July 22, 2017.

Fire Chief Levon Yengoyan updated council on the fire that occurred at Oak/Avon. **Yengoyan** reviewed the details of the fire and the efforts that the Fire Department and partners of the Fire Department took to fight the fire. **Yengoyan** stated that everyone involved did an amazing job and he thanked the Burlington Police Department for getting there early and assisting with life safety. Discussion followed regarding fire alarms in businesses and residences.

City Administrator Bryan Harrison stated that Public Defense Supervision ended on July 3, 2017. The judge who ended the supervision stated that Burlington and Mount Vernon served as a model to the nation on how to respond to a federal injunction. **Harrison** reminded the council that George Sidhu from Skagit PUD was scheduling a tour for Thursday, August 24, beginning at 1:00 p.m. and if interested in attending to please let Brittany know by the end of the meeting. **Harrison** reported to council that the State adopted the operating budget and is phasing out streamlined sales tax within the next two years and reviewed the effect that may have on the City of Burlington in the future. Discussion followed regarding the impact on the City and how the change may effect revenue.

NEW BUSINESS:

APPOINTMENT OF STEVE STAFFORD TO THE CIVIL SERVICE COMMISSION

City Administrator Bryan Harrison stated that Mr. Stafford has served on the Civil Service Commission since 2009. He is a valuable member of the commission and has expressed a willingness to continue to serve on the commission. Mr. Stafford meets the requirements prescribed in RCW 41.08.030 and RCW 41.12.030. It is the recommendation of the Civil Service Examiner to appoint Mr. Stafford to another term of service on the Civil Service Commission.

A motion was made to appoint Steve Stafford to the Civil Service Commission, effective July 13, 2017, for a term of six years by **Councilors Montgomery/R. DeGloria**. All in favor; motion carried.

CONDITIONAL USE PERMIT TO ALLOW ADDITIONAL DENSITY IN THE R-S SEMI PUBLIC ZONING DISTRICT FOR A TRIPLEX ON NORTH ANACORTES STREET – MATT PURCELL, APPLICANT

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Senior Planner Brad Johnson stated that the applicant is proposing to construct a building with associated parking, utilities, and landscaping. The project site is zoned R-S and apartments are a permitted use in the R-S zone. Discussion followed regarding parking and addition of streets and sidewalks.

A motion was made to approve Conditional Use Permit #3-17 subject to the conditions of approval in the Staff Report, except Condition #9 is deleted and project shall comply with the side setback standards in 17.15.055.D.3 by **Councilors Loving/Aslett**. All in favor; motion carried.

CONDITIONAL USE PERMIT TO ALLOW A DRIVE THROUGH ESPRESSO STAND, AND RECONFIGURATION OF BINDING SITE PLAN TO CREATE FOUR LOTS, CONSTRUCT A FUELING STATION AND CONVENIENCE STORE AT THE SW CORNER OF NEVITT ROAD AND SR 20 – GARY & DIANE STEEN, APPLICANTS

Senior Planner Brad Johnson stated that this is a proposal to reconfigure an existing binding site plan to create four development sites, construct at 6,000 square foot gas station and convenience store with a covered fueling island and a drive through coffee stand. The applicant will install associated roadways, parking utilities, and landscaping. Discussion followed regarding the details of the project and the accessibility of the property.

A motion was made to approve Conditional Use Permit #2-17, Land Use Permit #1-17, and Binding Site Plan #1-17 subject to the conditions of approval in the Staff Report by **Councilors Loving/R. DeGloria**. All in favor; motion carried.

CONTRACT WITH STERICYCLE FOR DISPOSAL OF BIO HAZARD EVIDENCE

Police Chief Mike Luvera stated that this contract is for the disposal of bio hazards for the Police Department. The location who previously disposed of these materials is no longer available. This agreement is with Stericycle, a company who is used by other jurisdictions in the county. Discussion followed regarding the fees associated with the contract.

A motion was made to approve the contract with Stericycle for disposal of bio hazard waste evidence and authorize the Mayor's signature by **Councilors Aslett/Montgomery**. All in favor; motion carried.

FIBER TELECOMMUNICATIONS FEE SCHEDULE AMENDMENT

IT Manager Geoff Hawes stated that the current Fiber Telecommunications Fee Schedule include fees that are shared by both the City of Burlington and the City of Mount Vernon. However, there was a missing fee that is shared by the cities regarding

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when local agencies request dark fiber. This request is to add the missing Local Agency Fee at a rate of \$100 per month for each City.

A motion was made to approve the change to the Fiber Telecommunication Fee Schedule by **Councilors Aslett/Loving**. All in favor; motion carried.

FIBER CONTRACTOR AMENDMENT FOR .09 GRANT

IT Manager Geoff Hawes stated that the City received a grant for fiber expansion from Skagit County .09 funding grant in the amount of \$275,000. The current fiber contractor agreements have reached the annual \$30,000 maximum and need to be expanded to \$80,000 for the duration of the funding grant for each fiber contractor. Discussion followed regarding the bidding process for the contractors and the requirements. Council requested further information to ensure that the bidding process was followed.

A motion was made to continue the fiber contractor amendment for .09 grant to the July 27, 2017 City Council meeting by **Councilors Aslett/Loving**. All in favor; motion carried.

SKAGIT TRANSIT FIBER INTERLOCAL AGREEMENT

IT Manager Geoff Hawes stated that Skagit Transit is requesting the use of City dark fiber strands for two locations. Skagit Transit is also requesting dark fiber strand from their Mount Vernon transit station and a shared Port of Skagit dark fiber strand. Skagit Transit would also like to utilize some of the City's vacant rack space for their equipment to power the dark fiber strands and to connect to one of the licensed Internet Service Providers.

A motion was made to approve the interlocal agreement with Skagit Transit and authorize the Mayor's signature by **Councilors Loving/Bieche**. All in favor; motion carried.

EXECUTIVE SESSION

City Attorney Leif Johnson stated that an Executive Session will be held Per RCW 42.30.110 to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. The executive session should take approximately thirty minutes and no action is expected as a result of the executive session. Council and city staff adjourned for Executive Session at 7:49 p.m.

COUNCIL CHAMBERS

CITY HALL

BURLINGTON, WA

July 13, 2017

ADJOURNMENT:

Mayor Sexton adjourned the meeting at 8:24 p.m.

Renee Sinclair
Director of Budget & Accounting

Steve Sexton
Mayor



ITEM #: 1

CHECK ONE:

NEW BUS. _____

OLD BUS. X

AGENDA ITEM

Council Date: July 27, 2017 Subject: Fiber contractor amendment for 0.09 grant
Geoff Hawes, IT Manager

Attachments: Amended Professional Services Agreement with
Diversified NW

Public Hearing Required: YES () NO (X)

Amended Professional Services Agreement with
Integrity Networks

SUMMARY

The City has received \$295,000 for fiber expansion from the Skagit County 0.09 funding grant. The City has recently been granted an additional \$425,000 for phase 2 of the fiber expansion. The fiber contractor portion has reached the annual \$30,000 maximum and needs to be temporarily expanded to \$80,000 for the duration of the funding grant for each fiber contractor. Each contractor is bidding portions of the work so we are not sure if the award will go to one of the contractors or will be used between each of them.

The WA state, small works roster limit is \$300,000. Three vendors were initially selected via an MRSC roster list and subsequently reduce to 1. This was shared process with the city of Mount Vernon. Several vendors have been added since then. Diversified NW was recently added to our contractor list when other contractors were not available.

RECOMMENDATION

Move to approve the amended agreements with Diversified Northwest and Integrity Networks and authorize the Mayor's signature on the agreements.

CITY OF BURLINGTON PROFESSIONAL SERVICES FIBER AGREEMENT

THIS AGREEMENT made and entered into on this day July 27th, 2017, by and between the CITY OF BURLINGTON, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City of Burlington," and Diversified Northwest whose address is 2941 Chestnut Ave., Everett WA 98201, hereinafter referred to as the "Contractor".

WHEREAS, the City of Burlington desires to engage the Contractor to provide the City of Burlington with Fiber Optic Professional Services for help in design, installation, emergency repair and maintenance of its fiber optic infrastructure; and

WHEREAS, Contractor represents that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner; and

WHEREAS, Contractor represents that it is fully compliant with CJIS security qualifications to perform the work hereunder and that all work and information related to the work performed in this agreement will be treated under a non-disclosure with the City of Burlington.

NOW, THEREFORE, the Parties herein do mutually agree as follows:

1. **Engagement of Contractor.** The City of Burlington hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City of Burlington, the Contractor shall not perform any services that are in addition to or beyond the scope of the Work. If the Contractor's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Contractor expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City of Burlington and Contractor. If the Work includes the design of a public work or improvement, in whole or in part, Contractor's design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City of Burlington for all purposes, whether the project for which they are made is executed or not, and may be used by the City of Burlington for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Burlington, belong to the City of Burlington. Contractor retains any intellectual property rights in documents and intangible property created by Contractor prior to engagement, or not created by Contractor for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by **31st day of December, 2017**, with an automatic annual renewal at the discretion of the City, unless notified pursuant to Section 7 ("Termination of Contract") of this Agreement. Contractor shall have the right to change the hourly rates

EXHIBIT I (Continued)

charged under this Agreement, upon renewal by the City, so that such rates are consistent with prevailing wages and existing union wages.

4. **Compensation.**

A. The City of Burlington shall pay the Contractor prevailing wages only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Contractor shall be paid such amounts and in such manner as described in "Exhibit B".

C. Contractor may receive payment as reimbursement for Reimbursable Expenses actually incurred. "Reimbursable Expenses" means those types and amounts of expenses either listed in "Exhibit C" or such expenses as are approved for reimbursement by the City of Burlington in writing prior to the expense being incurred. If "Exhibit C" is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City of Burlington. An expense shall not be reimbursed if: (1) the expense is not identified in "Exhibit C"; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in "Exhibit C"; or (3) the expense was not approved in writing by an authorized City of Burlington representative prior to the Contractor incurring the expense.

D. Total compensation, including all services and expenses, shall not exceed a maximum of eighty thousand dollars (\$80,000) during the period of the Skagit County 0.09 economic development grant otherwise limited to thirty thousand (\$30,000) per annum.

E. If Contractor fails or refuses to correct its Work when so directed by the City of Burlington, the City of Burlington may withhold payment otherwise due an amount that the City of Burlington in good faith believes is equal to the cost to the City of Burlington of correcting, re-procuring, or remedying any damage caused by Contractor's conduct.

F. The Contractor is responsible for paying prevailing wages to anyone sub-employed by the said Contractor.

5. **Method of Payment.**

A. To obtain payment, the Contractor shall (a) file its request for payment, accompanied by evidence satisfactory to the City of Burlington justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) provide professional drawings and related documentation of all adds, changes, modifications and related fiber cable numbers and identifiers; (d) to the extent reimbursement of Reimbursable Expenses is sought, submit itemization of such expenses and, , copies of receipts and invoices; and (e) comply with all applicable provisions of this Agreement. Contractor shall be paid no more often than once every thirty (30) days.

B. All requests for payment should be sent to:

City of Burlington
Attn: IT department
833 South Spruce St
Burlington, WA 98233

EXHIBIT I (Continued)

6. **Submission of Reports and Other Documents.** The Contractor shall submit all reports and other documents as and when specified in "Exhibit A". Said information shall be subject to review by the City of Burlington, and if found to be unacceptable, Contractor shall correct and deliver to the City of Burlington any deficient Work at Contractor's expense within a reasonable period of time. Contractor shall abide by the City of Burlington's determinations concerning acceptability of Work.

7. **Termination of Contract.** The City of Burlington reserves the right to terminate this Agreement at any time by sending written notice of termination to Contractor ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Contractor (whether by fax, mail, delivery or other method reasonably calculated to be received by Contractor in a reasonably prompt manner) or three (3) calendar days after issuance of the Notice. Upon the Notice Date, Contractor shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor's material breach, the Contractor shall be paid or reimbursed for: (a) all hours worked and Reimbursable Expenses incurred up to the Notice Date (with conditions met as outlined above), less all payments previously made; and (b) those hours worked and Reimbursable Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The Notice shall be sent by United States Mail to Contractor's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide Contractor actual notice in a timely manner, such as fax. The City of Burlington does not waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City of Burlington may deduct from the final payment due the Contractor (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City of Burlington may, from time to time, unilaterally change the scope of the Work of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the scope of Work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City of Burlington representative, (b) be explicitly identified as a Change Order and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Contractor shall not sublet or assign any of the Work without prior written consent of the City of Burlington.

10. **Indemnification.**

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

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

section shall survive the expiration or termination of this Agreement.

11. **Insurance.**

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

E. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than

EXHIBIT I (Continued)

those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers

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

H. Verification of Coverage

Contractor shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the Public Entity, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

I. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

J. Notice of Cancellation

The Contractor shall provide the Public Entity and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Contractor from the Public Entity.

L. In case of the breach of any provision of this Section, the City of Burlington may, at its option and with no obligation to do so, provide and maintain at the expense of Contractor, such types of insurance in the name of the Contractor, and with such insurers, as the City of Burlington may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the City of Burlington for such cost.

12. Independent Contractor.

A. It is further agreed by and between the Parties that because this Agreement shall not constitute nor create an employer-employee relationship, and since the Contractor is an independent contractor, Contractor shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workmen's Compensation), and that the Contractor agrees to indemnify, defend and hold the City of Burlington harmless from any claims, valid or otherwise, made to the City of Burlington, because of these obligations.

B. Any and all employees of the Contractor, while engaged in the performance of any Work, shall be considered employees of only the Contractor and not employees of the City of Burlington. The Contractor shall be solely liable for any and all claims that may arise under the Worker's Compensation Act on behalf of said employees or Contractor, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the Work

C. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City of Burlington free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

D. Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, City of Burlington business and occupation taxes), fees, licenses, excises or payments required by any City of Burlington, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the Work and Contractor shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

E. Contractor shall insure that any subcontractor or subconsultant complies with all applicable terms of this Agreement including insurance and labor practices.

13. Employment. The Contractor warrants that he/she had not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City of Burlington shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Audits and Inspections. At any time during normal business hours and as often as the City of Burlington may deem necessary, the Contractor shall make available to the City of Burlington for the City of Burlington's examination all of the Contractor's records and documents with respect to all matters covered by this Agreement and, furthermore, the Contractor will permit the City of Burlington to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. **City of Burlington Business License.** Contractor agrees to obtain a City of Burlington business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements.** Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with Grant Terms and Conditions.** Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Contractor's work hereunder.

19. **Waiver.** Any waiver by the Contractor or the City of Burlington or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

20. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the Parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

21. **Modification of Agreement.** This Agreement may be modified as provided in Section 8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City of Burlington and the Contractor.

22. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

23. **Notices.**

A. Notices to the City of Burlington shall be sent to the following address:

City of Burlington
IT Department
833 South Spruce St
Burlington, WA 98233

B. Notices to the Contractor shall be sent to the following address:

Diversified Northwest
2941 Chestnut Ave.
Everett WA 98201

24. **Venue.** It is agreed that venue for any lawsuit arising out of this Agreement shall be Skagit County, Washington.

IN WITNESS WHEREOF, the City of Burlington and Contractor have executed this Agreement as of the date first above written.

CONTRACTOR: Please fill in the spaces and sign in the box appropriate for your business entity.	
CITY OF BURLINGTON WASHINGTON By: _____ Steve Sexton, Mayor _____ Date	Corporation Diversified NW Inc. By _____ Typed/Printed Name: D. James O'Dell Its _President Date: _____
ATTEST: _____ Renee Sinclair Budget and Accounting Director Date: _____	Partnership (general) _____ [Contractor's Complete Legal Name] a Washington general partnership By _____ Typed/Printed Name: _____ General Partner Date: _____
APPROVED AS TO FORM: _____ Leif Johnson, Attorney Date: _____	Partnership (limited) _____ [Contractor's Complete Legal Name] a Washington limited partnership By _____ Typed/Printed Name: _____ General Partner Date: _____
APPROVED AS TO FORM: _____ Marv Pulst, Public Works Director Date: _____	Sole proprietorship _____ Typed/Printed Name: _____ Sole proprietor Date: _____
	Limited Liability Company _____ [Contractor's Complete Legal Name] a Washington limited liability company

“EXHIBIT A”
SCOPE OF WORK

WORK TO BE PERFORMED

This Scope of Work (SOW) describes the type of work to be performed by the Contractor to assist the City of Burlington for the support, design, installation and maintenance of Fiber optic infrastructure.

Fiber Optic Installation, Maintenance, Emergency Repair and Design:

Design – Help with job costing and design.

Installation – Including Aerial, underground trenching and micro trenching, permits, pole surveys, pole make ready, conduit installations, micro trenching, splicing, fiber labeling, fiber tags and provide professional documentation, drawings etc.

Maintenance and Repair – Fiber maintenance includes repairs of fiber in conduit, repair of fiber on poles, including pole transfers, including 24 hours-per-day availability for emergency on-call repair, relashing, repairing any outside fiber plant related issues, relocate or repair fiber as is needed.

As-needed capability to provide design, installation, integration, maintenance and job costing services for fiber optic communication infrastructure applications.

Ability to work with The City of Burlington Information Technology Manager or Public Works designated staff on all jobs and provides timely job estimates and scheduled install dates.

Ability to work with The City of Burlington IT and/or Public Works staff on 7x24 emergency callout situations.

Maintain proper license, bond and insurance as an independent contractor.

Maintain strong relationships with all other City of Burlington utilities and City of Burlington business partners.

Able to meet CJIS requirements.

Ability to work with NJUNS to comply with make ready, pole permits, pole surveys, pole transfers and maintenance.

Must be listed and current on the State MRSC small works roster.

Able to work independently and on-call 24 hours-per-day as needed.

Able to provide costs based on time and material.

FIBER SPLICING:

Have the capability to provide single and mass splicing using both mechanical and fusion splicing techniques.

Able to perform all splices within a controlled environment whenever possible.

Have the capability to perform adequate emergency response repairs and hot cuts.

Able to provide splicing documentation for all jobs, including a splice log, to identify fiber number, fiber color, buffer tube color and location.

Able to provide fiber splicing capabilities including:

- Maintenance/Emergency Restoration
- Single Fusion and Mass Splicing
- Active (Hot) Fiber Rollovers
- Mid-Sheath splicing
- Ring Cuts

“EXHIBIT A”
SCOPE OF WORK

FIBER TERMINATION / MAINTENANCE

Able to provide comprehensive testing and documentation services and provide test results in both printed and digital format.

Able to provide splicing capabilities including:

- Termination (SC, LC, UPC and APC, Unicam Connectors and Pigtails)
- Complete Testing Services
- Documentation
- End to End testing
- Reel testing
- Splice Loss
- OTDR
- Power Meter/Laser Source
- GPON
- Fiber footage or meter counts
- CWDM and DWDM
- Test for live fiber

Cost Estimate:

Professional services described in this scope of work are based on time and material along with the estimated labor hours and expense allowances allocated. Services will be provided as requested by the City of Burlington, to the extent allowed by the allocated budget. If additional professional services or levels of effort in excess of the labor hours and expenses allocated in the associated fee estimates services are required, changes to the scope of work and budget may be required, as determined by the contractor and the City of Burlington.

“EXHIBIT B”
COMPENSATION

ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]

☐ The City of Burlington shall pay the Contractor a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in 4(D) of this Agreement. Please provide a rate schedule that includes rates for installing fiber for both aerial and underground, splicing, termination, pole surveys, pole make ready, pole transfers, and misc. maintenance.

Name	Responsibility	Rate	Est. Hours	Extension
OSP PM/Design/Repair	Maintenance, Design, Splicing, Installation and Repair	\$63.00/HR		
OSP Foreman	Installation, Maintenance and Repair	\$56.00/HR		
OSP Lineman	Installation, Maintenance and Repair	\$52.00/HR		
OSP Groundman	Installation, Maintenance and Repair	\$43.00/HR		
OSP Flagger	Traffic Control	\$43.00/HR		
OSP Splicer	Splice/Test Fiber Cable	\$0.00/HR		

“EXHIBIT C”
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Bucket Truck	\$82/HR	
OSP Vehicle w/Equipment	\$46/HR	
Misc. Materials	Cost + 15%	
Rental Equipment if needed	Cost + 15%	

CITY OF BURLINGTON PROFESSIONAL SERVICES FIBER AGREEMENT

THIS AGREEMENT made and entered into on this **27th day of July 2017**, by and between the **CITY OF BURLINGTON**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "**City,**" and **Integrity Networks**, whose address is 2220 Lind Ave SW #106, Renton, WA 98057, hereinafter referred to as the "Contractor".

WHEREAS, the City of Burlington desires to engage the Contractor to provide the City of Burlington with Fiber Optic Professional Services for help in design, installation, emergency repair and maintenance of its fiber optic infrastructure.

WHEREAS, Contractor represents that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

WHEREAS, Contractor represents that it is fully compliant with CJIS security qualifications to perform the work hereunder and that all work and information related to the work performed in this Agreement will be treated under a non-disclosure with the City of Burlington;

NOW, THEREFORE, the Parties herein do mutually agree as follows:

1. **Engagement of Contractor.** The City of Burlington hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City of Burlington, the Contractor shall not perform any services that are in addition to or beyond the scope of the Work. If the Contractor's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Contractor expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City of Burlington and Contractor. If the Work includes the design of a public work or improvement, in whole or in part, Contractor's design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City of Burlington for all purposes, whether the project for which they are made is executed or not, and may be used by the City of Burlington for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Burlington, belong to the City of Burlington. Contractor retains any intellectual property rights in documents and intangible property created by Contractor prior to engagement, or not created by Contractor for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by **31st day of December, 2017**, with an automatic annual renewal at the discretion of the City, unless notified pursuant to Section 7 ("Termination of Contract") of this Agreement. Contractor shall have the right to change the hourly rates charged under this Agreement, upon renewal by the City, so that such rates are consistent with prevailing wages and existing union wages.

4. **Compensation.**

A. The City of Burlington shall pay the Contractor prevailing wages only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Contractor shall be paid such amounts and in such manner as described in Exhibit B.

C. Contractor may receive payment as reimbursement for Reimbursable Expenses actually incurred. "Reimbursable Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City of Burlington in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City of Burlington. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City of Burlington representative prior to the Contractor incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Contractor is strongly encouraged to lodge within the corporate limits of City of Burlington. When authorized, Contractor will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City of Burlington, but Contractor will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City of Burlington. If authorized, the City of Burlington may (at its sole option) obtain or arrange air travel for the Contractor.

D. Total compensation, including all services and expenses, shall not exceed a maximum of eighty thousand dollars (\$80,000) during the period of the Skagit County 0.09 economic development grant otherwise limited to thirty thousand (\$30,000) per annum

E. If Contractor fails or refuses to correct its Work when so directed by the City of Burlington, the City of Burlington may withhold payment otherwise due an amount that the City of Burlington in good faith believes is equal to the cost to the City of Burlington of correcting, re-procuring, or remedying any damage caused by Contractor's conduct.

F. The Contractor is responsible for paying prevailing wages to anyone sub-employed by the said Contractor.

5. **Method of Payment.**

A. To obtain payment, the Contractor shall (a) file its request for payment, accompanied by evidence satisfactory to the City of Burlington justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) provide professional drawings and related documentation of all adds, changes, modifications and related fiber cable numbers and identifiers; (d) to the extent reimbursement of Reimbursable Expenses is sought, submit itemization of such expenses and, , copies of receipts and invoices; and (e) comply with all applicable provisions of this Agreement. Contractor shall be paid no more often than once every thirty (30) days.

B. All requests for payment should be sent to:

City of Burlington

Attn: IT department
833 South Spruce St
Burlington, WA 98233

6. **Submission of Reports and Other Documents.** The Contractor shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City of Burlington, and if found to be unacceptable, Contractor shall correct and deliver to the City of Burlington any deficient Work at Contractor's expense within a reasonable period of time. Contractor shall abide by the City of Burlington's determinations concerning acceptability of Work.

7. **Termination of Contract.** The City of Burlington reserves the right to terminate this Agreement at any time by sending written notice of termination to Contractor ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Contractor (whether by fax, mail, delivery or other method reasonably calculated to be received by Contractor in a reasonably prompt manner) or three (3) calendar days after issuance of the Notice. Upon the Notice Date, Contractor shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor's material breach, the Contractor shall be paid or reimbursed for: (a) all hours worked and Reimbursable Expenses incurred up to the Notice Date (with conditions met as outlined above), less all payments previously made; and (b) those hours worked and Reimbursable Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The Notice shall be sent by United States Mail to Contractor's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide Contractor actual notice in a timely manner, such as fax. The City of Burlington does not waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City of Burlington may deduct from the final payment due the Contractor (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City of Burlington may, from time to time, unilaterally change the scope of the Work of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the scope of Work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City of Burlington representative, (b) be explicitly identified as a Change Order and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Contractor shall not sublet or assign any of the Work without prior written consent of the City of Burlington.

10. **Indemnification.** Except as otherwise provided in this paragraph, the Contractor hereby agrees to defend and indemnify the City of Burlington from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Contractor (or its employees, agents, representatives subcontractors/subconsultants) relating to this Agreement. The Contractor is obligated to defend and indemnify the City of Burlington pursuant to this paragraph whether a Claim is asserted directly against the City of Burlington, or whether it is asserted indirectly against the City of Burlington, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City of Burlington. The Contractor's duty to defend and indemnify pursuant to this paragraph is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Contractor. The Contractor shall not indemnify the City of Burlington for Claims caused solely by the negligence of the

City of Burlington. If (1) RCW 4.24.115 applies to a particular Claim, and (2) the bodily injury or damage to property for which the Contractor is to indemnify the City of Burlington is caused by or results from the concurrent negligence of (a) the Contractor, its employees, subcontractors/subconsultants or agents and (b) the City of Burlington, then the Contractor's duty to indemnify shall be valid and enforceable only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City of Burlington, the Contractor specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Contractor recognizes 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. As used in this paragraph: (1) "City of Burlington" includes the City of Burlington's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Contractor employs or engages subconsultants or subcontractors, then Contractor shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City of Burlington to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

11. **Insurance.**

A. Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City of Burlington.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City of Burlington authorizes sublet work, the Contractor shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both Parties agree that the Work does not warrant Contractor providing Professional Errors and Omissions Insurance, this paragraph may be stricken and initialed by both Parties.

B. The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without thirty (30) days prior written notice to the City of Burlington. No

cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Contractor to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City of Burlington, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. At least two (2) weeks prior to the Contractor performing any Work, Contractor shall provide the City of Burlington with a Certificate of Insurance and a copy of the Endorsement listing the City as an additional insured. The policy and endorsement must be in a form acceptable to the City of Burlington Attorney evidencing the required insurance. Contractor shall also provide the City of Burlington with either (1) a true copy of an endorsement naming the City of Burlington, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of Burlington of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirements.

E. If the policy listed in paragraph 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claim made policy form shall not be less than thirty six (36) months following expiration of the policy. (This paragraph shall not apply if paragraph 11.A.4. above is stricken.)

F. Contractor certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor shall provide the City of Burlington with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section, the City of Burlington may, at its option and with no obligation to do so, provide and maintain at the expense of Contractor, such types of insurance in the name of the Contractor, and with such insurers, as the City of Burlington may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the City of Burlington for such cost.

12. Independent Contractor.

A. It is further agreed by and between the Parties that because this Agreement shall not constitute nor create an employer-employee relationship, and since the Contractor is an independent contractor, Contractor shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workmen's Compensation), and that the Contractor agrees to indemnify, defend and hold the City of Burlington harmless from any claims, valid or otherwise, made to the City of Burlington, because of these obligations.

B. Any and all employees of the Contractor, while engaged in the performance of any Work, shall be considered employees of only the Contractor and not employees of the City of Burlington. The Contractor shall be solely liable for any and all claims that may arise under the Worker's Compensation Act on behalf of said employees or Contractor, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the Work

C. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City of Burlington free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

D. Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, City of Burlington business and occupation taxes), fees, licenses, excises or payments required by any City of Burlington, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the Work and Contractor shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

E. Contractor shall insure that any subcontractor or subconsultant complies with all applicable terms of this Agreement including insurance and labor practices.

13. **Employment.** The Contractor warrants that he/she had not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City of Burlington shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **Audits and Inspections.** At any time during normal business hours and as often as the City of Burlington may deem necessary, the Contractor shall make available to the City of Burlington for the City of Burlington's examination all of the Contractor's records and documents with respect to all matters covered by this Agreement and, furthermore, the Contractor will permit the City of Burlington to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. **City of Burlington Business License.** Contractor agrees to obtain a City of Burlington business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements.** Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

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18. **Compliance with Grant Terms and Conditions.** Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Contractor's work hereunder.

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23. **Notices.**

A. Notices to the City of Burlington shall be sent to the following address:

City of Burlington
IT Department
833 South Spruce St
Burlington, WA 98233

City of Burlington
City Attorney
833 S Spruce Street
Burlington WA 98233

B. Notices to the Contractor shall be sent to the following address:

Integrity Networks
2220 Lind Avenue SW #106
Renton, WA 98057

24. **Venue.** It is agreed that venue for any lawsuit arising out of this Agreement shall be Skagit County, Washington.

IN WITNESS WHEREOF, the City of Burlington and Contractor have executed this Agreement as of the date first above written.

CONTRACTOR: Please fill in the spaces and sign in the box appropriate for your business entity.	
CITY OF BURLINGTON WASHINGTON By: _____ Steve Sexton, Mayor _____ Date: _____	Corporation Integrity Networks By _____ Typed/Printed Name: _____ Its _____ Date: _____
ATTEST: _____ Renee Sinclair Director of Budget & Accounting Date: _____	Partnership (general) _____ [Contractor's Complete Legal Name] a Washington general partnership By _____ Typed/Printed Name: _____ General Partner Date: _____
APPROVED AS TO FORM: _____ Leif Johnson, Attorney Date: _____	Partnership (limited) _____ [Contractor's Complete Legal Name] a Washington limited partnership By _____ Typed/Printed Name: _____ General Partner Date: _____
APPROVED AS TO FORM: _____ Marv Pulst, Public Works Director Date: _____	Sole proprietorship _____ Typed/Printed Name: _____ Sole proprietor Date: _____ Limited Liability Company _____ [Contractor's Complete Legal Name] a Washington limited liability company

EXHIBIT A

SCOPE OF WORK

WORK TO BE PERFORMED

This Scope of Work (SOW) describes the type of work to be performed by the Contractor to assist the City of Burlington for the support, design, installation and maintenance of Fiber optic infrastructure.

Fiber Optic Installation, Maintenance, Emergency Repair and Design:

Design – Help with job costing and design.

Installation – Including Aerial, underground trenching and micro trenching, permits, pole surveys, pole make ready, conduit installations, micro trenching, splicing, fiber labeling, fiber tags and provide professional documentation, drawings etc.

Maintenance and Repair – Fiber maintenance includes repairs of fiber in conduit, repair of fiber on poles, including pole transfers, including 24 hours-per-day availability for emergency on-call repair, relashing, repairing any outside fiber plant related issues, relocate or repair fiber as is needed.

As-needed capability to provide design, installation, integration, maintenance and job costing services for fiber optic communication infrastructure applications.

Ability to work with The City of Burlington Information Technology Manager or Public Works designated staff on all jobs and provide timely job estimates and scheduled install dates.

Ability to work with The City of Burlington IT and/or Public Works staff on 7x24 emergency callout situations.

Maintain proper license, bond and insurance as an independent contractor.

Maintain strong relationships with all other City of Burlington utilities and City of Burlington business partners.

Able to meet CJIS requirements.

Ability to work with NJUNS to comply with make ready, pole permits, pole surveys, pole transfers and maintenance.

Must be listed and current on the State MRSC small works roster.

Able to work independently and on-call 24 hours-per-day as needed.

Able to provide costs based on time and material.

FIBER SPLICING:

Have the capability to provide single and mass splicing using both mechanical and fusion splicing techniques.

Able to perform all splices within a controlled environment whenever possible.

Have the capability to perform adequate emergency response repairs and hot cuts.

Able to provide splicing documentation for all jobs, including a splice log, to identify fiber number, fiber color, buffer tube color and location.

Able to provide fiber splicing capabilities including:

- Maintenance/Emergency Restoration
- Single Fusion and Mass Splicing
- Active (Hot) Fiber Rollovers
- Mid-Sheath splicing
- Ring Cuts

EXHIBIT A
SCOPE OF WORK

FIBER TERMINATION / MAINTENANCE

Able to provide comprehensive testing and documentation services and provide test results in both printed and digital format.

Able to provide splicing capabilities including:

- Termination (SC, LC, UPC and APC, Unicam Connectors and Pigtails)
- Complete Testing Services
- Documentation
- End to End testing
- Reel testing
- Splice Loss
- OTDR
- Power Meter/Laser Source
- GPON
- Fiber footage or meter counts
- CWDM and DWDM
- Test for live fiber

Cost Estimate:

Professional services described in this scope of work are based on time and material along with the estimated labor hours and expense allowances allocated. Services will be provided as requested by the City of Burlington, to the extent allowed by the allocated budget. If additional professional services or levels of effort in excess of the labor hours and expenses allocated in the associated fee estimates services are required, changes to the scope of work and budget may be required, as determined by the Contractor and the City of Burlington.

EXHIBIT B
COMPENSATION

ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]

☐ The City of Burlington shall pay the Contractor a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in 4(D) of this Agreement. Please provide a rate schedule that includes rates for installing fiber for both aerial and underground, splicing, termination, pole surveys, pole make ready, pole transfers, and misc. maintenance.

Name	Responsibility	Rate	Est. Hours	Extension
OSP PM/Design/Repair	Maintenance, Design, Splicing, Installation and Repair	\$66.50/HR		
OSP Foreman	Installation, Maintenance and Repair	\$63.50/HR		
OSP Lineman	Installation, Maintenance and Repair	\$58.50/HR		
OSP Groundman	Installation, Maintenance and Repair	\$45.00/HR		
OSP Flagger	Traffic Control	\$45.00/HR		
OSP Splicer	Splice/Test Fiber Cable	\$66.50/HR		

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Bucket Truck	\$250.00/Day	
OSP Vehicle w/Equipment	\$75.00/Day	
Misc. Materials	Cost + 17%	
Rental Equipment if needed	Cost + 17%	

**ETTER, McMAHON, LAMBERSON,
VAN WERT & ORESKOVICH, P.C.**

ATTORNEYS & COUNSELORS

WILLIAM F. ETTER*
MICHAEL J. McMAHON*
STEPHEN M. LAMBERSON*
RONALD A. VAN WERT***
CARL J. ORESKOVICH**
MICHAEL F. CONNELLY
JEFFREY R. GALLOWAY*
COURTNEY A. CONKLIN
MEGAN C. CLARK*
ANDREW M. WAGLEY*

618 WEST RIVERSIDE AVENUE, SUITE 210
SPOKANE, WASHINGTON 99201
(509) 747-9100
FAX (509) 623-1439

TAX ID #91-1291936

Idaho Residents Call
(208) 667-6811

OF COUNSEL
R. MAX ETTER, SR. (1910-1993)

* Also admitted in Idaho
** Also admitted in Montana
*** Also admitted in Idaho & Arizona

July 17, 2017

(VIA EMAIL ONLY)

Leif Johnson
City Attorney
City of Burlington
833 S. Spruce Street
Burlington, WA 98233

Re: Changes to the Burlington Municipal Codes

Dear Leif:

The following is a summary of the proposed changes to Chapters 1.24, 1.34, 1.44 and 8.12, Titles 2, 14, 15, 16 and 17, as well as the new Title 14A.

Chapter 1.24

Chapter 1.24 is renamed "Violations and Penalties". Section 1.24 was modified to include all available enforcement mechanisms available including criminal violations, civil infractions that would be processed through District Court pursuant to Chapter 7.80 RCW and BMC 1.34, and civil violations and nuisances pursuant to BMC 8.12. New Sections 1.24.030, and .040 were added to include these alternatives.

New Section 1.24.060 and .070 were added moving these provisions from existing 14.806.030 (D and (C). New Section 1.24.080 was added to include specific provisions that pertain to violations of the three storm water chapters. (Existing 14.806.090, .100, .110 and .150).

Chapter 1.34

The Title was changed to "Enforcement of Civil Infractions Pursuant to RCW 7.08". Section 1.34.010 was changed to identify the chapter as an alternative method of enforcement pursuant to RCW 7.80. Subsection (L) was changed to include the new title names. The word "violation" was replaced by "infraction" throughout the Chapter.

Section 1.34.070 was amended to avoid confusion between the application of alternative remedies.

Chapter 1.44

Chapter 1.44 is a new chapter consolidating the various enforcement provisions found throughout the municipal code. Specifically, it combines the enforcement provisions found in Chapter 8.12, "Nuisances", Chapter 14.806, "Enforcement", and Chapter 17.84 "Enforcement of the Zoning Code".

Chapter 1.44 then creates an enforcement process that is administrative and is subject to an appeal to the hearing examiner.

There were several different penalty schemes in the above code provisions. I used the one contained in Chapter 8.12, but could substitute the penalty provisions found in Chapter 14.806 or 17.84.

Chapter 8.12

Section 8.12.060 was amended and renamed "Compliance, Authority and Administration", which references the compliance provisions found in Chapter 1.44. Sections 8.12.070-8.12.140 were moved to Chapter 1.44.

Title 2

In existing Section 2.34.070, "board of adjustment" was replaced by "hearing examiner". Existing Section 2.24.030 was changed to add "community development director". And existing Section 2.42.060 replaced "board of adjustment" with "hearing examiner".

Title 14

Title 14 is called "Environmental Regulations." It is organized in the same manner as Title 14A, 15, 16 and 17. Its first chapter, Chapter 14.01, contains those provisions that are applicable to the entire title. Specifically, Chapter 14.01 addresses the name of the title, its application, purpose, authority, rules concerning statutes, codes or regulations identified or adopted within the title, definitions, liability, minimum requirements, violations and penalties, appeal and severability. Some of these provisions were removed from individual chapters to be placed within this introductory chapter to avoid any redundancy or confusion.

The same provisions with some minor necessary adjustments to the specific language are found at the beginning of each title.

Each Chapter within the Title begins in the same manner, i.e. identifying the Chapter's Title, Application, Purpose and Authority. All definitions have been moved from the individual chapters within this Title and placed in Chapter 14.01, definitions are listed alphabetically but are not numbered to allow insertion or deletion of terms without changing the numbering scheme.

Title 14 consists of:

- (1) General Provisions (14.01);
- (2) "Surface Water Management" (formerly 14.802 Storm Water, Drainage and Erosion control, 14.803 Storm water and Surface Water Inspection and Maintenance, 14.804, Public Storm Sewers (14.804). (Chapter 14.805 Storm Water and Surface Water Utility Code has been moved to Title 13 Public Services, and designated as Chapter 13.14. Chapter 14.806 has been removed and portions incorporated into Chapter 1.24 and Chapter 8.12. Duplicative sections were deleted.);
- (3) 14.10 "Environmental Policy" (formerly Chapter 15.12); and
- (4) 14.15 "Critical Area Regulations" (formerly Chapter 15.15 Regulations for Critical Areas).

Chapter 14.01 – This is a new chapter including provisions found throughout Title 14.

Sections 14.01.010, "Title"; 14.020, "Application", 14.030, "Purpose"; and 14.040 "Authority", were all added.

Section 14.01.090 was modified to include all alternative methods of enforcement resulting from a violation of the provisions of the code, i.e. civil violations, nuisance and abatement pursuant to Chapter 8.12 BMC, civil infraction pursuant to Chapter 7.80 RCW and Chapter 1.34 BMC, and a criminal violation pursuant to Chapter 1.24 BMC.

Section 14.01.100 was modified to reference the appeal process set forth in Title 14A.

Chapter 14.05 Includes Chapters 14.802, 14.803 and 14.804 with minor modifications as indicated. It is broken into three parts:

- Part One: Storm Water Drainage and Erosion Control;
- Part Two: Storm Water and Surface Water Inspection and Maintenance; and
- Part Three: Public Storm Sewers.

Substantive changes made include the following:

- (1) In Section 14.05.080 the words "commercial and industrial" were removed from subsection B; the word "sediment" was added to subsection E.
- (2) In Section 14.05.090 subsection (B)(3) the words, "site assessment and analysis along with a" were added. In subsection G it was added that: "The city requires a site analysis and technical evaluation to ensure that all sites meeting the

minimum qualifications shall utilize" along with the words "are required when such protections are feasible".

(3) Existing 14.806.010 was moved to 14.05.210.

All other changes reflected attempt to clarify the intent of the ordinance or amend the ordinance to reflect existing authority and responsibilities.

Chapter 14.10

Chapter 14.10 (formally Chapter 15.12 BMC) was originally based upon the model code adopted by rule by the Department of Ecology. It was compared to the most recent version of that code and changes made accordingly. It also was modified to contain the initial sections now found in all chapters and renumbered. Specific substantive changes include:

- Existing Section 15.12.010 was removed. It is not contained within the model ordinance and referenced the review processes that are now set forth in Title 14A.
- Additional language contained in the model code was added to new Section 14.10.080 concerning determination of the responsible official.
- An additional section, also contained within the model ordinance was added at new Section 14.10.090 concerning the possible transfer of lead agency status to a state agency. This is an option the City could choose to implement.
- New Section 14.10.130 (C) (3) was added allowing the City to withhold approval of exempt actions in certain circumstances. This section is included within the model code.
- Additional language was also added to Section 14.10.140 to be consistent with the amendments to Section 14.10.080. Section 14.10.240 was amended to more clearly reference subsection D of this provision and references to the general authority of Chapter 43.21C RCW and Chapter 197-11 WAC was added. In Section 14.10.240 (5) the words "and cited in the license or other decision document" were added to be consistent with the model ordinance.
- Section 14.10.250 was amended by adding a reference to WAC 197-11-680, identifying the "adopted Fee Ordinance or applicable resolution" and directing the referenced appeal to the Hearing Examiner. Subsection (D)(2) was amended to include language from the Model Ordinance and to reference new Title 14A. Other changes were made to clarify the intent of the listed sections and to allow for appeals to a body other than the Council.

Chapter 14.15

Chapter 14.15 (formally chapter 15.15 BMC) was amended to include the same initial sections and renumbered. Substantive changes were made to incorporate recent statutory provisions. A number of sections were moved to maintain a consistent chapter structure. Definitions were moved to chapter 14.01. References to director, planning director, or public works director were modified to conform to current practices and minor changes were made to individual section headings to be consistent with the substance of that section. References to other code provisions were changed to be consistent with the new code provisions. A number of substantive changes were made by the Planning Director to comply with current laws and regulations. These substantive changes deleted existing language and added new language to the following sections:

Section 14.15.180 Wetlands

Section 14.15.185 Wetland buffers, including Tables 14.15.200-1, 14.15.200-2

Section 14.15.200 (C) and (D)

Section 14.15.220 Wetland mitigation standards

In Section 14.15.310, "Geological hazardous area initial project review", the number of feet within which the provisions are applicable was changed from 200 to 300'.

In Section 14.15.410, "Development in special flood risk zone", subsection E was changed as follows: The following criteria shall be met in order to approve a proposed structure exceeding \$250,000 in value.

Existing Section 15.15.760 has been deleted. Enforcement is consolidated in chapters 1.24, 1.34 and 8.12.

Existing Chapter 14.805, "Strom Water and Surface Utility Code", has been moved to Title 13, Chapter 13.14.

Existing Chapter 14.806 has been incorporated into Chapters 1.24 and 8.12 and portions were deleted that were duplicative.

Title 14A

Title 14A is a new title applicable to all project permit review and decisions made under the authority of Titles 14, 15, 16, 17 and 18. It incorporates changes with the existing Section 15.16.020 and Chapter 17.68.

Title 15

Two chapters were removed from Title 15, existing Chapter 15.12, "Environmental Policy", and Chapter 15.15 "Critical Areas" which were placed in Title 14. Chapter 15.18, "School District Impact Fees", was removed. Additionally, a portion of existing Chapter 15.16 concerning Land Use Permit applications was moved to Title 14A.

Chapter 15.01 is a new chapter containing the four introductory paragraphs found at the beginning of each chapter (Title, Application, Purpose and Authority) as well as sections applicable to all chapters within this Title. Changes were made to Section 15.01.090 to set forth the enforcement alternative listed in Chapter 1.24. Definitions from all chapters contained within this Title are also placed in this Chapter. Changes were made to various position titles and procedures to conform to current practices.

Chapter 15.04 was amended to include the four introductory sections mentioned above and was renumbered. Changes were also made to the description of documents adopted by reference to include updated titles.

Existing Section 15.04.070 was amended to include city council authorization. Subsection (D) was also amended to remove a notification requirement to conform to current practices.

Existing Section 15.04.060 was amended to remove the definition of mobile home" which is defined in Chapter 15.01.

Existing Section 15.04.110 was amended to identify the enforcement alternative identified in Chapter 1.24.

Chapter 15.06, "Requirements for Building Permit Applications", (existing Chapter 15.16) was amended to remove language concerning "permit application" now discussed in Title 14A limiting the language to building permit applications.

Chapter 15.08, "Fire Code", was amended to identify position titles to reflect current practices.

Existing Section 15.08.030, "New materials, processes or occupancies which may require permits", was removed.

Existing Sections 15.08.090 and .100 were revised to identify the approved enforcement alternatives identified in Title 14A and Chapter 1.24.

Chapter 15.10, "Addresses," was amended to include the four introductory paragraphs found in each chapter; definitions were moved to Chapter 15.01 and specific grants of authority changed to reflect current practices.

Existing Section 15.10.070 was amended to be consistent with the enforcement alternatives identified in Chapter 1.24.

Existing Chapter 15.12, "Environmental Policy", was moved to Title 14.

Chapter 15.13, "Impact Fees", was renamed Chapter 15.12 "Transportation, Park and Fire Impact Fees". Definitions were moved to Chapter 15.01.

Existing Section 15.13.030, "Findings of adequacy", was removed.

Existing Section 15.13.040 was rewritten to clarify the process to be followed and the exceptions to be granted as well as adding Section 15.12.060 allowing deferral of payment pursuant to recently adopted state law.

Existing Section 15.13.050, "Exemptions", (now Section 15.12.070) was rewritten to clarify the scope of exemptions. Section 15.12.070 (A)(7)-(11) was added and subsection (B) deleted. New Subsection (B) was added to clarify when an exemption will be requested and Subsection (C) was amended to provide authority to the Community Development Director instead of the Planning Director.

Existing Section 15.13.060, "Credits", was amended to clarify the process to be followed giving the City Council the final say on granting such credits.

Existing Section 15.13.070, "Tax adjustments", (now Section 15.12.090) was amended to clarify the processes followed.

Existing Section 15.13.080, "Appeals", (now Section 15.12.090) was amended to clarify procedures to be followed.

New Section 15.12.120 was previously codified as Section 15.13.130 with minor modifications.

Existing Section 15.13.090, .100, and .120 (now Section 15.12.110, .130 and .150 respectfully) had minor modification amending position titles and references.

Existing Section 15.13.140 (now Section 15.12.160) was amended to clarify its terms and establish the authority and responsibility of the Community Development Director, Public Works Director and City Engineer as well as the role of the city council. Review costs were also clarified to be actual costs up to \$500.00 and not a flat fee.

Title 16

Title 16 is called "Land Divisions and Adjustments". It is organized in the same manner as Title 14A, Title 14, Title 15 and Title 17. Chapters within this title include 16.01, "General provisions", as well as "Preliminary Plat Review" (16.10), "Final Plat Review" (16.20), "Binding Site Plans" (16.30), "Survey and Design Standards" (16.40), "Alterations and Vacations" (16.50), and "Boundary Line Adjustments" (16.50).

Chapter 16.01, "General Provisions", contains those provisions that are applicable to all chapters within this Title. Specifically, Chapter 16.01 addresses the name of the title, its

application, purpose, authority, exemptions from platting review, definitions, the effect of non-compliance, liability, violations and penalties, appeals and severability. Some of these provisions were removed from individual chapters to be placed within this introductory chapter to avoid any redundancy or confusion. Exemptions from platting were rewritten to add clarity and be consistent with state law. Definitions were removed from all chapters within this title and placed in Chapter 16.01, the same approach as was used in other titles. Many of the definitions were shortened and clarified removing regulatory language which was moved to the appropriate chapter. The language found in Section 16.01.090 is consistent with all other titles and addresses all enforcement options available to the City, including but clarifying provisions found in existing Section 16.04.

Chapter 16.10, "Preliminary Plat Review", (existing Chapter 16.08) was reorganized to include the same introductory headings, i.e. Title, Application, Purpose, and Authority. Sections of Chapter 16.10 were revised to reference the new provisions found in Title 14A, to organize the verbiage to match the section headings, and to incorporate the role of the Hearing Examiner in the approval process. Critical areas and natural hazard requirements were specified in Section 16.10.090, the process and consequences of preliminary approval is clarified in Section 16.10.110, and amendments to preliminary plats are addressed in Section 16.10.120, including and clarifying provisions of existing Chapter 16.08 and 16.12.

Chapter 16.20, "Final Plat Review" contains the same introductory heading and includes language removed from other sections as well as additional language concerning the application and approval process for final plats, including but clarifying provisions of existing 16.08 and 16.12.

Chapter 16.30, "Binding Site Plans", contains the same introductory headings and organizes the application and approval process in a manner similar to Chapter 16.10 and 20, including but clarifying the provisions in existing Chapter 16.20.

Chapter 16.40 contains the same introductory headings. It collects in one chapter the survey and design standards applicable to all subdivisions and binding site plans. It includes provisions from several existing chapters.

Chapter 16.50, "Alterations and Vacations", contains the same introductory headings and sets forth the process for modifying, vacating or altering any recorded plat or binding site plan. It includes new provisions as well as provisions from several chapters and sections of existing Title 16.

Chapter 16.60, "Boundary Line Adjustments", contains the same introductory headings and reorganizes and clarifies the provisions of existing Chapter 16.16. It is organized in the same manner as prior chapters.

Title 17

Title 17 is called "Comprehensive Zoning Ordinance". It is organized in the same manner as Titles 14, 14A, 15 and 16.

Chapters within this Title include Chapter 17.01, "General Provisions" (which include definitions); Chapter 17.0, "District Establishment, Maps & Boundaries"; Chapters 17.15-17.65 are chapters devoted to each specific zoning classification; Chapter 17.70, "Supplemental Development Standards"; Chapter 17.80, "Landscaping"; Chapter 17.85, "Access, Parking and Loading"; Chapter 17.90 "Public Utilities"; Chapter 17.95 "Signs"; Chapter 17.100, "Nonconforming Structures, Land and Uses"; Chapter 17.105, "Essential Public Facilities"; Chapter 17.115 "Planning Commission"; Chapter 17.120, "Hearing Examiner"; and Chapter 17.125, "Amendments to Comprehensive Plan and Development Regulations".

Chapters deleted or moved include: 1) existing Chapter 17.68, "The Land Use Permit Process – Framework for Decisionmaking", has now been incorporated into Title 14A; 2) existing Chapter 17.69, "Design Review Board" has been eliminated; and 3) existing Chapter 17.70, "Agricultural Heritage Credit Program" has also been eliminated.

Changes made throughout this Title include amending the designation of "Planning Director" throughout the development code to "Community Development Director or designee". This position is defined throughout the Code as the City Administrator or designee. Low Impact Development techniques are also incorporated.

Chapter 17.01, "General Provisions", contains the same structure and organization as the other revised Titles. All definitions from the individual chapters have been moved to this chapter. Definitions are entered alphabetically, but not numbered, to facilitate the existing and deletion of specific defined words when required. A minor change for zoning property being annexed requires that the land be zoned in a manner consistent with the Comprehensive Plan instead of using a catch-all "RA" zoning classification. The section concerning violations and penalties is the same as that contained in the general chapter of each applicable title identifying all enforcement alternatives available to the City Attorney.

The process for appeals references Title 14A in a manner similar to the other titles.

Existing Chapter 17.09, now Chapter 17.05, "District Establishment, Maps & Boundaries", contains the provisions concerning the creation of zoning districts, rules of interpretation, conformity requirements and the adoption of special planning areas map. The zoning districts are intended to conform with those created by the Comprehensive Plan. Additional language concerning boundary interpretations is found at Section 17.05.080 (C), and conformity requirements at Section 17.05.090 (A) and (E).

Chapters 17.15 – 17.65 contained the specific controls for each zone located within the city. Each chapter has been reorganized to reflect the same structure used throughout the

code. Language has been modified to add clarity and remove both inconsistencies and repetition and to conform to existing state laws, including language defining accessory uses, adult family homes, foster homes and other group living arrangements, conditional use permits, day care facilities, and manufactured housing. Religious institutions were generally joined with uses of similar impact such as fraternal organizations.

Significant deletions were made to existing Chapter 17.43, now Chapter 17.65, "BP Business Park District", concerning specific design alternatives. This Chapter continues to address permitted and conditional uses.

Chapter 17.70, "Supplemental Development Standards", (existing Chapter 17.45) has been amended for clarity and to eliminate inconsistencies. Language concerning lot sizes and mini-lots has been removed and incorporated when necessary in other chapters. Language concerning design review guidelines has been eliminated. This Chapter also has been amended to include the provisions of existing Chapter 17.48 Performance Standards, now found at Section 17.70.110. Sections concerning solar access and performance standards for urban residential density have been eliminated.

Chapter 17.80, "Landscaping", has been amended for clarity and to eliminate inconsistencies. Planning commission review of landscaping plans has been removed. Language concerning minor modification has been removed.

Chapter 17.85, "Access, Parking and Loading" has been amended for clarity and to eliminate consistencies.

Chapter 17.90, "Public Utilities", has been amended for clarity and to eliminate inconsistencies.

Chapter 17.95, "Signs", has been amended for clarity and to eliminate inconsistencies. Additional changes have been made to provisions governing temporary signs to ensure compliance with recent U.S. Supreme Court decisions. These changes can be found in Section 17.95.070 Exceptions and Sections 17.95.100 (G) Permitted Temporary and Portable Signs, and also Section 17.95.125.

Chapter 17.100, "Nonconforming Structures, Lots and Uses", has been amended for clarity and to eliminate inconsistencies. Existing Section 17.66.070 Amortization and abatement of outdoor storage has been eliminated.

Chapter 17.105, "Essential Public Facilities", has been amended for clarity and to eliminate inconsistencies.

Leif Johnson
July 17, 2017
Page 11 of 11

Chapter 17.115 has been amended for clarity and to eliminate inconsistencies. It has also been changed to be consistent with Title 14A. The section concerning the appeal to city council has been eliminated and is addressed in Title 14A.

Very truly yours,

ETTER, McMAHON, LAMBERSON,
VAN WERT & ORESKOVICH, P.C.



Michael F. Connelley

MFC:km

cc: Shelley Acero



ITEM #: 2

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: July 27, 2017 Subject: Proposed Hotel/Motel Ordinance

Leif Johnson, City Attorney

Attachments: Proposed Ordinance Public Hearing Required: YES () NO (X)

WAC 246-3620 – Compliance with State law

SUMMARY

This ordinance will institute standards for all overnight lodging establishments and to protect the health, safety, and general welfare of the people of the City of Burlington and enacting a new chapter of the Burlington Municipal Code.

RECOMMENDATION

Move to approve the proposed ordinance regarding transient accommodations and authorize the Mayor's signature.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BURLINGTON, WASHINGTON, INSTITUTING STANDARDS FOR ALL OVERNIGHT LODGING ESTABLISHMENTS AND TO PROTECT THE HEALTH, SAFETY AND GENERAL WELFARE OF THE PEOPLE OF THE CITY OF BURLINGTON, AND ENACTING A NEW CHAPTER OF THE BURLINGTON MUNICIPAL CODE.

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

Sections:

15.20.010	Title.
15.20.020	Application.
15.20.030	Purpose.
15.20.040	Authority.
15.20.050	Definitions.
15.20.060	License required.
15.20.070	Application requirements.
15.20.080	Approval criteria.
15.20.090	Review process.
15.20.100	Maintenance and operations.
15.20.110	General requirements.
15.20.120	License suspension and revocation.
15.20.130	Appeals.
15.20.140	Existing overnight lodging establishments.
15.20.150	Liability.
15.20.160	Severability.
15.20.170	Effective date.

15.20.010 Title.

This Chapter shall be known as Overnight Lodging Establishments.

15.20.020 Application.

This Chapter shall be applicable to all overnight lodging establishments.

15.20.030 Purpose.

This ordinance shall provide for the licensing and inspection of all overnight lodging establishments, and the enforcement of violations of this ordinance.

15.20.040 Authority.

This ordinance is adopted by the Burlington City Council which authorizes the City to perform all or part of the licensing, inspection and enforcement duties.

15.20.050 Definitions.

For the purposes of interpreting this Chapter the following definitions shall be used unless the context clearly indicates otherwise. If a word or term is not defined in this section, but is defined in Title 17 BMC, the definition in Title 17 BMC shall be used. Words used in the singular include the plural, and words used in the plural include the singular. The word "shall" and "must" is always mandatory and the words "may" and "should" denote the use of discretion in making a decision.

"Bed and Breakfast" means a single family dwelling, as defined in Title 17 BMC, where up to two rooms or lodging units are let as temporary accommodations for travelers or guests by the owner or occupant of the single family dwelling. Bed and breakfast establishments may provide limited food service to guests.

"Boarding house" or "rooming house" means a dwelling unit, other than a hotel, where meals and/or lodging are provided for compensation. This term does not include buildings meeting the definition of a hotel, bed and breakfast, single-family home, or multifamily dwelling. Boarding houses are differentiated from overnight lodging establishments by providing accommodations for periods of thirty (30) days or more.

"Building code" means the codes identified in, or adopted by, Chapter 15.04 BMC.

"Building official" means the Building Official for the City of Burlington designated pursuant to the provisions of BMC 2.34.030.

"Clean" means without visible or tangible soil or residue including absence of dirt, grease, rubbish, garbage, rodents, pests, and other offensive, unsightly or extraneous matter.

"City" means the City of Burlington, Washington.

"County" means the County of Skagit.

"Department" means the Planning and Community Development Department of the City of Burlington.

"Director" or "Community Development Director" means the City Administrator or designee.

"Fire code" means the codes identified in, or adopted by, Chapter 15.08 BMC and WAC 246-360-220.

"Good Repair" means free of corrosion, breaks, cracks, chips, excessive wear and tear, leaks, obstructions and similar defects so as to constitute a good and sound condition.

"Guest" means any individual occupying, or registered to occupy an overnight lodging unit.

"Hearing examiner" means the Hearing Examiner for the City of Burlington as defined in Title 14A BMC, or if no Hearing Examiner is under contract with the City, the term Hearing Examiner shall mean the Board of Adjustment.

"Licensee" means an overnight lodging establishment operator to whom the City issues an overnight lodging license.

"Local health jurisdiction" or "Health Department" means the Skagit County Public Health Department.

"Lodging Unit" means one self-contained unit designated by number, letter or some other method of identification.

"Operator" means any person who operates an overnight lodging establishment either as owner, lessee, manager, agent or in any other capacity.

"Overnight Lodging Establishment" means transient accommodations, bed and breakfasts, and vacation rentals.

"Overnight lodging license" means a license issued by the City authorizing the use or operation of an overnight lodging establishment.

"Person" means individual, firm, partnership, corporation, Limited Liability Corporation, company, association or joint stock association, and the legal successor thereof.

"State" means the State of Washington.

"State Department of Health" means the Washington State Department of Health.

"Transient accommodation" means any facility such as a hotel, motel, condominium, resort, or any other facility or place offering three or more lodging units to guests for periods of less than thirty (30) days and may include food service operations in accordance with Chapter 246-215 WAC. Only transient accommodations with a valid city license and State Department of Health approval are an authorized use.

"Vacation rental" means a dwelling unit, or a portion of a dwelling unit, used to provide lodging for guests for periods of less than thirty (30) days.

15.20.060 License required.

- A. It is unlawful to operate an overnight lodging establishment without a current and valid overnight lodging license.
- B. All licenses issued pursuant to this Chapter are nontransferable and valid for a period of one year unless suspended or revoked.
- C. Applications for license renewal shall be submitted to the City at least thirty (30) days prior to the expiration of the overnight lodging license. All applications for renewal shall be submitted on forms provided by the Director and shall include the applicable fee identified in the fee schedule adopted by the City Council.

15.20.070 Application requirements.

Applications for overnight lodging licenses shall be submitted on forms provided by the Director. Applications shall include any information identified on the form and all of the following:

- A. The name and address of the overnight lodging operator.
- B. A floor plan depicting the general layout of the overnight lodging establishment. The floor plan shall clearly illustrate the location of all entrances and exits, and the location and identifying number, letter, or name, of each lodging unit.
- C. A copy of the certificate of occupancy for the building housing the overnight lodging establishment. If no certificate of occupancy is available, the Building Official shall verify the building housing the overnight lodging establishment was constructed or established in compliance with any applicable building code requirements in effect at the time of its establishment.
- D. A copy of a current, valid transient accommodation license issued by the Washington State Department of Health pursuant to Chapter 246-360 WAC, unless the overnight lodging establishment is specifically exempt from State licensing requirements.
- E. The applicable fee identified in the fee schedule adopted by the City Council.

15.20.080 Approval criteria.

- A. No overnight lodging license shall be issued or renewed unless all of the following criteria are met:
 - 1. The overnight lodging establishment shall fully comply with the requirements of this Chapter;
 - 2. The overnight lodging establishment is in compliance with the building and property maintenance code requirements identified, or referenced, in Chapter 15.04 BMC;

3. The overnight lodging establishment shall be in compliance with the fire code requirements identified, or referenced, in Chapter 15.08 BMC and WAC 246-360-220;
 4. The overnight lodging establishment shall be in compliance with the applicable standards, requirements, and regulations identified, or referenced, in title 17 BMC;
 5. The overnight lodging establishment shall be in compliance with the applicable requirements identified in Chapter 246-360 WAC (see Exhibit "A");
 6. The overnight lodging establishment shall have a current, valid license issued by the State Department of Health pursuant to the provisions of Chapter 246-360 WAC, unless the overnight lodging establishment is explicitly exempt from such requirements.
 7. The overnight lodging establishment shall be in compliance with Chapters 8.04 and 8.06 BMC.
- B. Prior to issuing or renewing a license for an overnight lodging establishment the Director shall conduct an inspection of the establishment to ensure compliance with requirements of this Chapter. This may include an examination of the guest registry to show compliance with this Chapter.

15.20.090 Review process.

- A. Applications for overnight lodging licenses, and the renewal of existing overnight lodging licenses, shall be reviewed using a Type I process in accordance with the provisions of Title 14A BMC.
- B. All decisions regarding the issuance or renewal of overnight lodging licenses shall be made in writing and shall be final and conclusive unless appealed.
- C. When issuing or renewing an overnight lodging license the Director shall provide the operator with a signed certificate including the following information:
1. The name and address of the overnight lodging establishment;
 2. The name and address of the overnight lodging operator;
 3. A statement indicating the establishment has been reviewed and inspected for compliance with Burlington Municipal Code requirements;
 4. The approval date of overnight lodging license;

5. The expiration date of the overnight lodging license.

15.20.100 Maintenance and operations.

- A. A current, valid overnight lodging license shall be displayed on the office or lobby wall inside the overnight lodging establishment so that it is clearly visible to any person or guest. If the overnight lodging establishment does not have an office or lobby, the license shall be displayed in an alternative location that is open, accessible, and visible to all guests.
- B. All lodging units shall be equipped, arranged, and maintained as follows:
 1. An occupancy level for each lodging unit shall be established based on the number of beds and their intended maximum usage and the maximum occupancy level shall not be exceeded.
 2. Floors, ceilings, doors, walls, carpet, windows, electrical switches and fixtures, and locking mechanisms shall be in working condition, free from defects, clean, and in good repair.
 3. Wall and ceiling mounted lighting fixtures shall be firmly secured, functional, and in good repair.
 4. All wiring, lighting, appliances, and electrical fixtures shall be free from defects, functional, and in compliance with all applicable laws, regulations, and permitting requirements.
 5. Each lodging unit shall be provided with heating and ventilation and all heating and ventilation equipment shall be functional, free from defects, and in good repair.
 6. A functioning phone shall be provided in each lodging unit and shall be capable of allowing immediate communication with emergency services.
 7. All lodging units shall be free from rodent or insect infestation.
 8. All lodging units shall be free from chemical or biological hazards.
 9. All lodging units shall be free from mold or mildew.
- C. Overnight lodging operators shall maintain a record of all guests. The record shall be consistent with the following requirements:
 1. A record of the arrival and departure of guests shall be maintained for at least

one year from the date of departure. The record shall include the name, address, driver's license or government issued ID type and number, and phone number of each guest, and shall indicate the lodging unit used by the guest. In the case of corporate, tour, or other group bookings, the name, address and phone number of the person responsible for the booking, and a rooming list of occupants and their assigned room numbers shall be included in the guest record.

2. The names and addresses of all guests shall be verified by requiring each guest to present a driver's license, passport, or other government-issued identification.
 3. The overnight lodging operator shall permit law enforcement personnel to inspect the guest record where there is reasonable suspicion of criminal conduct, or as otherwise allowed by law.
- D. No operator shall knowingly permit an overnight lodging establishment to be used for illegal purposes.
- E. No operator shall knowingly provide a lodging unit to a person known to be in violation of a court order if said order is caused to be violated by his/her presence or activity at the overnight lodging establishment.
- F. No operator shall permit a lodging unit to be occupied for a period longer than thirty (30) days per BMC Title 17 and WAC 246-360 (see Exhibit "A"). Consecutive thirty (30) day periods are not permitted in one establishment.
- G. Water, sewer, electrical power, and garbage service shall be provided to the overnight lodging establishment at all times and maintained in compliance with all applicable laws, regulations, and service provider policies. Failure to continuously maintain such services and utility connections shall constitute a violation of this chapter
- H. Utility accounts shall be in good standing.

15.20.110 General requirements.

- A. The following general requirements shall apply to all overnight lodging establishments, operators, overnight lodging licenses, and applications for overnight lodging licenses:
1. No person shall make any material false statement in the application or omit material information required on the application.
 2. No license shall enable any person to engage in any dishonest, illegal act, practice or enterprise.

3. Overnight lodging establishments shall be established and maintained in compliance with all applicable zoning, building, fire, health, and sanitation laws and regulations.
 4. Operators shall permit the Director, building official, or fire marshal to conduct an inspection of the overnight lodging establishment at any time for the purpose of ensuring compliance with the requirements of this Chapter, as well as fire, building, safety, health, and sanitation laws and regulations, provided that prior to conducting an inspection reasonable notice shall be provided to the operator.
 5. The Director shall inspect all overnight lodging establishments prior to issuing or renewing an overnight license.
- B. Failure to comply with the general requirements identified in this section shall be grounds for denial, suspension, or revocation of an overnight lodging license.
- C. Prior to issuing or renewing a business license for an overnight lodging establishment the City may require the applicant to demonstrate compliance with this Chapter and obtain an overnight lodging license. All overnight lodging establishments shall comply with this Chapter and shall require an overnight lodging license.

15.20.120 License suspension and revocation.

- A. Grounds for suspension or revocation. The Director may suspend or revoke an overnight lodging license for any violation of this Chapter. The Director should generally adhere to the following progressive enforcement steps, but may, at their discretion, suspend or revoke an overnight lodging license based the severity of the violation, the risk to public health and safety, or a record of previous violations by the operator.
1. Correction notices. The Director may issue correction notices in instances where minor violations of this Chapter exist which do not constitute immediate threats to public health or safety. Correction notices shall be in writing, shall identify the issue requiring corrective action, and shall be provided to the operator in person or mailed to the address indicated on the operator's license application. Correction notices shall also specify a date by which the violation shall be remedied or corrected.
 2. Suspension. The Director may suspend an overnight lodging license where immediate threats to public health or safety exist, or in instances where the operator has failed to address previous correction notices. Suspensions shall remain in effect until the violations which caused the suspension have been corrected. The Director may also issue conditional suspensions which identify specific lodging units, or areas of the overnight lodging establishment, which shall not be available to guests during the period of suspension.
 3. Revocation. The Director may revoke an overnight lodging license when

numerous immediate threats to public health or safety exist, or where the operator has failed to address previous correction notices or suspensions.

- B. Notice of suspension or revocation. Prior to suspending or revoking an overnight lodging license the Director shall provide the operator with a written notice. The notice shall be provided to the operator in person or mailed to the address indicated on the operator's license application, and shall include the following:
1. The specific violations or reasons for the suspension or revocation;
 2. The date upon which the license will be suspended or revoked;
 3. If the notice concerns a license suspension, a statement identifying the time period of the suspension;
 4. If the notice concerns a conditional suspension, a statement identifying the specific lodging units, or areas of the overnight lodging establishment, which shall not be available to guests;
 5. A statement indicating that if the license is suspended or revoked, continued operation of the business is a criminal offense (WAC 246-360-035/ RCW 70.62.280); and
 6. A statement indicating that future license applications, or renewal requests, may be denied if the operator's license has been suspended more than once in a given year, or revoked within the preceding five years.
- C. It shall be unlawful to display a license which has been suspended or revoked. When a conditional suspension has been issued, the Director shall provide the operator with a revised license indicating the conditions to which the license is subject and the operator shall display the revised license during the period of suspension.
- D. When an overnight lodging license has been suspended or revoked, the Director shall post notices on or near the entrances to the overnight lodging establishment stating that the establishment's license has been suspended or revoked and indicating that lodging units may not be occupied or provided to guests.
- E. In addition to the reasons outlined in Chapter 5.04, a business license for overnight lodging establishment may be revoked under Chapter 5.04 if gambling or lewd, boisterous, or disorderly conduct is permitted in or about any such overnight lodging establishment.

- F. Repeated violations. If an overnight lodging establishment's license has been suspended more than once in the preceding year, or has been revoked in the preceding five (5) years, the Director may deny subsequent applications for licenses or license renewals.
- G. All decisions regarding the suspension or revocation of overnight lodging licenses shall be made in writing and shall be final and conclusive unless appealed in accordance with the provisions of BMC 15.20.130 and Title 14A BMC.

15.20.130 Appeals.

- A. Decisions regarding applications for overnight lodging licenses, or overnight lodging license renewals, may be appealed using the appeal procedures applicable to Type I decisions identified in Title 14A BMC.
- B. Decisions regarding the suspension or revocation of an overnight lodging license may be appealed using the appeal procedures applicable to Type I decisions identified in title 14A BMC.

15.20.140 Existing overnight lodging establishments.

Within six (6) months of the effective date of this ordinance the operators of existing overnight lodging establishments shall apply for an overnight lodging license and shall be required to obtain a license with one year of the effective date of this ordinance.

15.20.150 Liability.

Whenever a license as provided for in this Chapter is issued to a firm or corporation, any member of such firm or any managing officer, agent, or employee of such firm or corporation shall, upon conviction of a violation of the provisions of this title, be liable in the same manner and subject to the same penalties as the principal.

15.20.160 Severability.

If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, clause or phrase of this ordinance.

15.20.170 Effective Date.

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

INTRODUCED AND PASSED and approved at a regular meeting of the Burlington City Council this 27th day of July, 2017.

CITY OF BURLINGTON

Steve Sexton, Mayor

Approved as to form:

Leif Johnson, City Attorney

Attest:

Renee Sinclair, Director of Budget & Accounting

FILED WITH THE CITY CLERK: 07/17/2017

PASSED BY THE CITY COUNCIL:

SIGNED BY THE MAYOR:

PUBLISHED:

WAC 246-360-001**Purpose.**

(1) This chapter outlines the minimum public health and safety standards for the licensure and operations of transient accommodations in Washington state.

(2) This chapter applies to facilities offering three or more lodging units to guests for periods of less than thirty days. These facilities include, but are not limited to:

- (a) Hotels;
- (b) Motels;
- (c) Bed and breakfast establishments;
- (d) Resorts;
- (e) Rustic resorts;
- (f) Inns;
- (g) Condominiums;
- (h) Apartments;
- (i) Crisis shelters;
- (j) Hostels; and
- (k) Retreats.

(3) RCW 70.62.240 requires the board to adopt rules to assure transient accommodations are operated and maintained in a manner consistent with the public's health and safety. RCW 43.70.110 requires the secretary to charge fees for licensure and RCW 43.70.250 requires the cost of business licensing programs to be fully borne by the licensees.

[Statutory Authority: Chapter 70.62 RCW. WSR 04-24-002, § 246-360-001, filed 11/18/04, effective 4/1/05. Statutory Authority: RCW 70.62.240. WSR 94-23-077, § 246-360-001, filed 11/16/94, effective 12/17/94; WSR 92-02-019 (Order 225B), § 246-360-001, filed 12/23/91, effective 1/23/92. Statutory Authority: RCW 43.20.050. WSR 91-02-051 (Order 124B), recodified as § 246-360-001, filed 12/27/90, effective 1/31/91; WSR 89-11-058 (Order 328), § 248-144-010, filed 5/17/89; Order 71, § 248-144-010, filed 4/11/72.]

Exhibit "A" -

WAC 246-360-010

Definitions.

For the purpose of this chapter, the following words and phrases have the following meanings unless the context clearly indicates otherwise.

- (1) "Approved" means a written statement of acceptability issued by a governmental agency or meeting nationally recognized testing standards.
- (2) "Bathroom" means a room containing a bathing fixture.
- (3) "Bed and breakfast" means a private home or inn offering lodging on a temporary basis to travelers. This type of facility may include food service in accordance with chapter 246-215 WAC.
- (4) "Board" means the Washington state board of health established under chapter 43.20 RCW.
- (5) "Clean" means without visible or tangible soil or residue.
- (6) "Cleanable" means the material and finish is fabricated to permit complete removal of residue through normal cleaning methods.
- (7) "Construction" means:
 - (a) A new building intended for use as a transient accommodation or part of a transient accommodation;
 - (b) An addition, modification or alteration that changes the functional use of an existing transient accommodation or portion of a transient accommodation;
 - (c) An existing building or portion thereof to be converted for use as a transient accommodation; or
 - (d) A modification requiring a building permit by a local authority having responsibility for enforcing state and local building codes or local ordinances.
- (8) "Crisis shelter" means a transient accommodation, at a permanent physical location, providing emergency or planned lodging services to a specific population, for periods of less than thirty days. A crisis shelter may or may not be reimbursed for services in the form of rental fee or labor.
- (9) "Department" means the Washington state department of health.
- (10) "Dormitory" means a lodging unit containing beds, cots, pads, or other furnishings intended for sleeping by a number of guests.
- (11) "Exemption" means a written authorization granted by the department under WAC 246-360-500.
- (12) "Guest" means any individual occupying, or registered to occupy, a lodging unit.
- (13) "Hostel" means a transient accommodation offering lodging and limited services, that may include the use of a common kitchen, to guests on a daily or weekly basis in exchange for a rental fee, labor, or a combination of rental fee and labor.
- (14) "Laundry" means a central area or room with equipment intended to be used to clean and dry bedding, linen, towels, and other items, including such areas or rooms provided for guests' use.
- (15) "Licensee" means the person to whom the department issues the transient accommodation license.
- (16) "Local health jurisdiction" means the county or district that provides public health services within the area consistent with chapters 70.05 and 70.08 RCW.
- (17) "Lodging unit" means an individual room or group of interconnected rooms, intended for sleeping, that are for rent or use by a guest, and is individually designated by number, letter, or other means of identification. A lodging unit may or may not include areas for cooking and eating.
- (18) "Person" means any individual, firm, partnership, corporation, company, association, organization, or joint stock association, and the legal successor thereof.
- (19) "Retreat" means a transient accommodation intended to provide seclusion, meditation, contemplation, religious activities, training, or similar activities.
- (20) "Rustic resort" means a rural transient accommodation lacking many modern conveniences. A rustic resort may operate seasonally.
- (21) "Sanitary" means hygienic conditions that are conducive to good health.
- (22) "Sanitize" means to treat a surface or object with a chemical or physical process, such as heat, to control or limit the presence of germs. For purposes of these regulations, "sanitize" and "disinfect" are equivalent.
- (23) "Self-inspect" means the licensee evaluates a transient accommodation for compliance with specific requirements in this chapter.
- (24) "Sink" means a properly trapped plumbing fixture, capable of holding water, with approved potable running hot and cold water under pressure.
- (25) "State building code" means chapter 19.27 RCW and any codes adopted and any rules and regulations promulgated under chapter 19.27 RCW.
- (26) "Survey" means the examination or inspection of a transient accommodation, conducted by the department to determine if minimal health and safety standards in chapter 246-360 WAC are being met. A survey may require one or more site visits and may be announced or unannounced. For purposes of these regulations, a survey and inspection are equivalent.
- (27) "Surveyor" means a department employee who conducts a health and safety survey of transient accommodations. For purposes of these regulations, the terms surveyor and inspector are equivalent.
- (28) "Transient accommodation" means any facility such as a hotel, motel, condominium, resort, or any other facility or place offering three or more lodging units to guests for periods of less than thirty days and may include food service operations in accordance with chapter 246-215 WAC.
- (29) "Utensil" means any food contact implement used in storing, preparing, transporting, dispensing, serving, or selling food or drink, excluding commercial vending and storage equipment.
- (30) "Vector" means an animal that transmits a disease-producing organism from one host to another. For example, mosquitoes are vectors that transmit malaria.
- (31) "Water closet" means a portable device or a fixture that has a hinged seat and flushing device used to dispose of body waste. This may include water filled, chemical or incineration toilets.

[Statutory Authority: Chapter 70.62 RCW, WSR 04-24-002, § 246-360-010, filed 11/18/04, effective 4/1/05. Statutory Authority: RCW 70.62.240, WSR 94-23-077, § 246-360-010, filed 11/16/94, effective 12/17/94; WSR 92-02-019 (Order 225B), § 246-360-010, filed 12/23/91, effective 1/23/92. Statutory Authority: RCW 43.20.050, WSR 91-02-051 (Order 124B), recodified as § 246-360-010, filed 12/27/90, effective 1/31/91; WSR 89-11-058 (Order 328), § 248-144-020, filed 5/17/89; Order 71, § 248-144-020, filed 4/11/72.]

Exhibit "A" -



ITEM #: 3

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: July 27, 2017

Subject: Burlington Police Employees' Guild 2017 – 2019
Collection Bargaining Agreement

Bryan Harrison, City Administrator

Attachments: Collective Bargaining Agreement

Public Hearing Required: YES () NO (X)

SUMMARY

The labor negotiation/bargaining teams representing the Burlington Police Employees' Guild and the City of Burlington have reached tentative agreement on a proposed three year (2017 – 2019) collective bargaining agreement. The proposed agreement is attached for council review. The Guild members voted in support of the agreement last week. The agreement is ready for council review and action.

RECOMMENDATION

Move to approve the attached 2017 – 2019 Collective Bargaining Agreement between the Burlington Police Employees' Guild and the City of Burlington, and authorize the Mayor and appropriate city representatives to sign.



ITEM #: 4

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: July 27, 2017 Subject: Amended 2017 Salary Resolution

Bryan Harrison, City Administrator

Attachments: Proposed Salary Resolution Public Hearing Required: YES () NO (X)

SUMMARY

Attached is an amended 2017 Salary Resolution that reflects the changes made to the Police Officer and Sergeant wages due to the ratification of the Burlington Police Employees' Guild 2017 – 2019 Collective Bargaining Agreement.

RECOMMENDATION

Move to adopt the attached amended 2017 Salary Resolution and authorize the Mayor's signature.

RESOLUTION NO. ~~15-2016~~06-2017

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BURLINGTON**

WHEREAS, the City Council desires to establish the salary schedule for employees and elected officials of the City of Burlington; and

WHEREAS, on December 20, 2016 the City Council adopted Resolution 15-2016 establishing the 2017 Salary Schedule for employees and elected officials of the City of Burlington; and

WHEREAS, the labor agreement between the City and the Teamsters Local Union No. 231 Public Works Division and Clerical Employees and Records Technicians provides for ~~no~~ a 1% cost of living increase for represented members ~~as the contract which expired June 30, 2016, is currently under negotiation; and~~ which became effective January 1, 2017; and

WHEREAS, the labor agreements between the City and the Burlington Police Employees' Guild provides for a 2% cost of living increase for represented members which became effective January 1, 2017; and ~~no cost of living increase for represented members as the contract which expires December 31, 2016 is currently under negotiation; and~~

~~**WHEREAS**, it is the intent of the City Council to implement a 1% cost of living increase for its non-represented employees, which shall take effect on January 1, 2017.~~

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

SECTION 1. The monthly base compensation for City employees shall be paid in accordance with the following salary schedule, subject to adjustments as contained in collective bargaining agreements entered by the City, and subject further to longevity adjustments set out below:

	RANGE		STEP 1 (0 - 12 mo.)	STEP 2 (13-24 mo.)	STEP 3 (25-36 mo.)	STEP 4 (37-48 mo.)	STEP 5
E33	Police Administrative Secretary	Hrly. Mthly. Annual	\$27.07 \$4,691.79 \$56,301.44	\$27.88 \$4,831.84 \$57,982.08	\$28.71 \$4,977.15 \$59,725.74	\$29.57 \$5,125.95 \$61,511.42	\$30.46 \$5,280.01 \$63,360.13
121	Court Administrator	Hrly. Mthly. Annual	\$31.18 \$5,404.31 \$64,851.70	\$32.11 \$5,566.44 \$66,797.25	\$33.08 \$5,733.43 \$68,801.16	\$34.07 \$5,905.43 \$70,865.20	\$35.09 \$6,082.60 \$72,991.16
124	Assistant City Engineer Building & Grounds Supervisor Parks Supervisor Streets Supervisor	Hrly. Mthly. Annual	\$34.07 \$5,905.00 \$70,859.98	\$35.09 \$6,082.15 \$72,985.78	\$36.14 \$6,264.61 \$75,175.36	\$37.23 \$6,452.55 \$77,430.62	\$38.34 \$6,646.13 \$79,753.54
125	Building Official Assistant City Attorney Fire Marshal	Hrly. Mthly. Annual	\$35.09 \$6,081.82 \$72,981.79	\$36.14 \$6,264.27 \$75,171.25	\$37.22 \$6,452.20 \$77,426.38	\$38.34 \$6,645.76 \$79,749.17	\$39.49 \$6,845.14 \$82,141.65
126	Human Resources Manager Supervisor - Sewer	Hrly. Mthly. Annual	\$36.14 \$6,263.89 \$75,166.62	\$37.22 \$6,451.80 \$77,421.62	\$38.34 \$6,645.36 \$79,744.27	\$39.49 \$6,844.72 \$82,136.60	\$40.67 \$7,050.06 \$84,600.70
127	Fire Division Chief (Battalion Chief) Information Technology Manager	Hrly. Mthly. Annual	\$37.23 \$6,452.96 \$77,435.49	\$38.35 \$6,646.55 \$79,758.55	\$39.50 \$6,845.94 \$82,151.31	\$40.68 \$7,051.32 \$84,615.85	\$41.90 \$7,262.86 \$87,154.32
127.5	Senior Planner	Hrly. Mthly. Annual	\$38.02 \$6,589.51 \$79,074.11	\$39.16 \$6,787.19 \$81,446.34	\$40.33 \$6,990.81 \$83,889.73	\$41.54 \$7,200.53 \$86,406.42	\$42.79 \$7,416.55 \$88,998.61
128	Library Director	Hrly. Mthly. Annual	\$38.34 \$6,645.53 \$79,746.37	\$39.49 \$6,844.90 \$82,138.76	\$40.67 \$7,050.24 \$84,602.92	\$41.89 \$7,261.75 \$87,141.01	\$43.15 \$7,479.60 \$89,755.24
130	Parks & Recreation Director	Hrly. Mthly. Annual	\$40.67 \$7,049.93 \$84,599.22	\$41.89 \$7,261.43 \$87,137.19	\$43.15 \$7,479.28 \$89,751.31	\$44.44 \$7,703.65 \$92,443.85	\$45.78 \$7,934.76 \$95,217.16
132	Assistant Fire Chief Director of Budget & Accounting Assistant Public Works Director	Hrly. Mthly. Annual	\$43.16 \$7,480.60 \$89,767.18	\$44.45 \$7,705.02 \$92,460.20	\$45.79 \$7,936.17 \$95,234.01	\$47.16 \$8,174.25 \$98,091.03	\$48.57 \$8,419.48 \$101,033.76
136	City Attorney Finance Director Planning Director Fire Chief	Hrly. Mthly. Annual	\$48.57 \$8,418.96 \$101,027.47	\$50.03 \$8,671.52 \$104,058.30	\$51.53 \$8,931.67 \$107,180.05	\$53.07 \$9,199.62 \$110,395.45	\$54.67 \$9,475.61 \$113,707.31
138	Public Works Director/City Engineer	Hrly. Mthly. Annual	\$51.53 \$8,931.90 \$107,182.82	\$53.08 \$9,199.86 \$110,398.30	\$54.67 \$9,475.85 \$113,710.25	\$56.31 \$9,760.13 \$117,121.56	\$58.00 \$10,052.93 \$120,635.20
144	City Administrator	Hrly. Mthly. Annual	\$61.53 \$10,665.06 \$127,980.74	\$63.38 \$10,985.01 \$131,820.16	\$65.28 \$11,314.56 \$135,774.76	\$67.23 \$11,654.00 \$139,848.01	\$69.25 \$12,003.62 \$144,043.45

Police Chief & Police Lieutenant

	RANGE		STEP 1 (0 - 12 mo.)	STEP 2 (13-24 mo.)	STEP 3 (25-36 mo.)	STEP 4 (37-48 mo.)	STEP 5
	Police Lieutenant	Hrly. Mthly. Annual	\$45.78 \$7,935.77 \$95,229.26	\$47.16 \$8,173.86 \$98,086.35	\$48.57 \$8,418.96 \$101,027.47	\$50.03 \$8,671.05 \$104,052.62	\$51.53 \$8,931.90 \$107,182.82
	Assistant Chief of Police	Hrly. Mthly. Annual	\$48.32 \$8,375.19 \$100,502.27	\$49.76 \$8,625.53 \$103,506.42	\$51.26 \$8,884.63 \$106,615.60	\$52.79 \$9,150.73 \$109,808.82	\$54.38 \$9,425.59 \$113,107.07
	Chief of Police	Hrly. Mthly. Annual	\$51.11 \$8,858.37 \$106,300.48	\$52.69 \$9,133.23 \$109,598.74	\$54.32 \$9,415.09 \$112,981.02	\$55.99 \$9,705.70 \$116,468.35	\$57.73 \$10,006.81 \$120,081.73

	RANGE		STEP 1 (0 - 12 mo.)	STEP 2 (13-24 mo.)	STEP 3 (25-36 mo.)	STEP 4 (37-48 mo.)	STEP 5
1	2017 Minimum Wage	Hourly Monthly Annual	\$11.00				
2	Seasonal/Temporary Employees	Hrly. Mthly. Annual	\$11.00 \$1,906.67 \$22,880.00	\$11.33 \$1,963.87 \$23,566.40	\$11.67 \$2,022.78 \$24,273.39	\$12.02 \$2,083.47 \$25,001.59	\$12.38 \$2,145.97 \$25,751.64
4	Summer Camp Assistant	Hrly. Mthly. Annual	\$11.67 \$2,022.78 \$24,273.39	\$12.02 \$2,083.47 \$25,001.59	\$12.38 \$2,145.97 \$25,751.64	\$12.75 \$2,210.35 \$26,524.19	\$13.13 \$2,276.66 \$27,319.92
5	Summer Camp Lead	Hrly. Mthly. Annual	\$12.02 \$2,083.47 \$25,001.59	\$12.38 \$2,145.97 \$25,751.64	\$12.75 \$2,210.35 \$26,524.19	\$13.13 \$2,276.66 \$27,319.92	\$13.53 \$2,344.96 \$28,139.51
12	Library Assistant	Hrly. Mthly. Annual	\$14.54 \$2,520.96 \$30,251.52	\$14.98 \$2,596.59 \$31,159.07	\$15.43 \$2,674.49 \$32,093.84	\$15.89 \$2,754.72 \$33,056.65	\$16.37 \$2,837.36 \$34,048.35
20	Senior Library Clerk/Associate	Hrly. Mthly. Annual	\$18.43 \$3,194.97 \$38,339.60	\$18.99 \$3,290.82 \$39,489.79	\$19.56 \$3,389.54 \$40,674.48	\$20.14 \$3,491.23 \$41,894.72	\$20.75 \$3,595.96 \$43,151.56
22	Library Tech Services Coordinator	Hrly. Mthly. Annual	\$19.56 \$3,389.54 \$40,674.48	\$20.14 \$3,491.23 \$41,894.72	\$20.75 \$3,595.96 \$43,151.56	\$21.37 \$3,703.84 \$44,446.10	\$22.01 \$3,814.96 \$45,779.49
25	Staff Asst I/ Legal Asst	Hrly. Mthly. Annual	\$21.37 \$3,703.84 \$44,446.10	\$22.01 \$3,814.96 \$45,779.49	\$22.67 \$3,929.41 \$47,152.87	\$23.35 \$4,047.29 \$48,567.46	\$24.05 \$4,168.71 \$50,024.48
26	IS Technical Asst/ Fire Admin Prev Spec	Hrly. Mthly. Annual	\$22.01 \$3,814.96 \$45,779.49	\$22.67 \$3,929.41 \$47,152.87	\$23.35 \$4,047.29 \$48,567.46	\$24.05 \$4,168.71 \$50,024.48	\$24.77 \$4,293.77 \$51,525.22
27	Librarian	Hrly. Mthly. Annual	\$22.67 \$3,929.41 \$47,152.87	\$23.35 \$4,047.29 \$48,567.46	\$24.05 \$4,168.71 \$50,024.48	\$24.77 \$4,293.77 \$51,525.22	\$25.51 \$4,422.58 \$53,070.97
29	Legal Secretary	Hrly. Mthly. Annual	\$24.05 \$4,168.71 \$50,024.48	\$24.77 \$4,293.77 \$51,525.22	\$25.51 \$4,422.58 \$53,070.97	\$26.28 \$4,555.26 \$54,663.10	\$27.07 \$4,691.92 \$56,303.00
31	Children's Librarian	Hrly. Mthly. Annual	\$25.51 \$4,422.58 \$53,070.97	\$26.28 \$4,555.26 \$54,663.10	\$27.07 \$4,691.92 \$56,303.00	\$27.88 \$4,832.67 \$57,992.09	\$28.72 \$4,977.65 \$59,731.85
32	Library System Administrator	Hrly. Mthly. Annual	\$26.28 \$4,555.26 \$54,663.10	\$27.07 \$4,691.92 \$56,303.00	\$27.88 \$4,832.67 \$57,992.09	\$28.72 \$4,977.65 \$59,731.85	\$29.58 \$5,126.98 \$61,523.80
33	Code Enforcement Officer Engineering Technician Engineer I Accounting & Payroll Supervisor Recreation Coordinator Administrative Secretary Permit Center Manager	Hrly. Mthly. Annual	\$27.07 \$4,691.79 \$56,301.44	\$27.88 \$4,831.84 \$57,982.08	\$28.71 \$4,977.15 \$59,725.74	\$29.57 \$5,125.95 \$61,511.42	\$30.46 \$5,280.01 \$63,360.13
34		Hrly. Mthly. Annual	\$27.88 \$4,832.54 \$57,990.48	\$28.72 \$4,977.52 \$59,730.20	\$29.58 \$5,126.84 \$61,522.10	\$30.47 \$5,280.65 \$63,367.77	\$31.38 \$5,439.07 \$65,268.80
36	Information System Technician	Hrly. Mthly. Annual	\$29.58 \$5,126.84 \$61,522.10	\$30.47 \$5,280.65 \$63,367.77	\$31.38 \$5,439.07 \$65,268.80	\$32.32 \$5,602.24 \$67,226.86	\$33.29 \$5,770.31 \$69,243.67
37	Building Inspector Code Enforcement Officer	Hrly. Mthly. Annual	\$30.47 \$5,280.65 \$63,367.77	\$31.38 \$5,439.07 \$65,268.80	\$32.32 \$5,602.24 \$67,226.86	\$33.29 \$5,770.31 \$69,243.67	\$34.29 \$5,943.41 \$71,320.98

		STEP 1 (0 - 12 mo.)	STEP 2 (12-24 mo.)	STEP 3 (24-36 mo.)	STEP 4
Police Officer	Hourly	\$31.27	\$32.34	\$34.99	\$37.28
	Monthly	\$5,420.91	\$5,605.67	\$6,065.00	\$6,461.47
	Annual	\$65,050.92	\$67,268.04	\$72,780.00	\$77,537.64
Sergeant	Hrly.	\$39.89	\$42.87		
	Mthly.	\$6,913.77	\$7,430.69		
	Annual	\$82,965.24	\$89,168.28		

		STEP 1 80% of BASE (0 - 12 mo.)	STEP 2 85% of BASE (12 - 24 mo.)	STEP 3 90% of BASE (24 - 36 mo.)	STEP 4 95% of BASE (36 - 48 mo.)	STEP 5 BASE (48+ mo.)
Firefighter	Hourly	\$22.79	\$24.21	\$25.64	\$27.06	\$28.49
	Monthly	\$4,907.25	\$5,213.96	\$5,520.66	\$5,827.36	\$6,134.07
	Annual	\$58,887.03	\$62,567.47	\$66,247.91	\$69,928.35	\$73,608.79

		Probationary Period 105% of BASE (0 - 6 mo.)	STEP 2 110% of BASE (7+ mo.)	
Lieutenant	Hrly.	\$29.91	\$31.34	
	Mthly.	\$6,440.77	\$6,747.47	
	Annual	\$77,289.23	\$80,969.67	

		Probationary Period 113% of BASE (0 - 6 mo.)	STEP 2 115% of BASE (7+ mo.)	
Captain	Hrly.	\$32.19	\$32.76	
	Mthly.	\$6,931.49	\$7,054.18	
	Annual	\$83,177.93	\$84,650.11	

		STEP 1 (0 - 12 mo.)	STEP 2 (13-24 mo.)	STEP 3 (25-36 mo.)	STEP 4 (37-48 mo.)	STEP 5
Receptionist	Hourly	\$14.40	\$15.27	\$16.28	\$16.97	\$17.83
	Monthly	\$2,496.59	\$2,646.07	\$2,821.37	\$2,941.86	\$3,090.29
	Annual	\$29,959.08	\$31,752.84	\$33,856.44	\$35,302.32	\$37,083.48
Accounting Technician I	Hrly.	\$17.59	\$18.57	\$19.54	\$20.51	\$21.48
	Mthly.	\$3,048.65	\$3,218.44	\$3,387.16	\$3,555.87	\$3,723.52
	Annual	\$36,583.80	\$38,621.28	\$40,645.92	\$42,670.44	\$44,682.24
Court Clerk	Hrly.	\$19.11	\$20.24	\$21.36	\$22.47	\$23.61
	Mthly.	\$3,312.41	\$3,508.87	\$3,702.16	\$3,895.43	\$4,091.91
	Annual	\$39,748.92	\$42,106.44	\$44,425.92	\$46,745.16	\$49,102.92
Accounting Technician II	Hrly.	\$19.44	\$20.43	\$21.41	\$22.39	\$23.36
	Mthly.	\$3,368.99	\$3,540.91	\$3,710.71	\$3,880.48	\$4,049.20
	Annual	\$40,427.88	\$42,490.92	\$44,528.52	\$46,565.76	\$48,590.40
Accounting Specialist	Hrly.	\$21.29	\$22.28	\$23.27	\$24.25	\$25.25
	Mthly.	\$3,690.41	\$3,862.33	\$4,034.24	\$4,204.04	\$4,375.96
	Annual	\$44,284.92	\$46,347.96	\$48,410.88	\$50,448.48	\$52,511.52
Police Records Clerk	Hrly.	\$19.37	\$20.44	\$21.50	\$22.53	\$23.58
	Mthly.	\$3,357.23	\$3,543.74	\$3,725.81	\$3,905.65	\$4,087.73
	Annual	\$40,286.76	\$42,524.88	\$44,709.72	\$46,867.80	\$49,052.76

Public Works		STEP 1 (0 - 6 mo.)	STEP 2 (6-12 mo.)	STEP 3
Utility I	Hourly Monthly Annual	\$25.37 \$4,397.68 \$52,772.16	\$26.95 \$4,672.06 \$56,064.72	\$28.54 \$4,947.53 \$59,370.36
Groundskeeper	Hrly. Mthly. Annual	\$20.72 \$3,591.67 \$43,100.04	\$21.54 \$3,733.14 \$44,797.68	\$23.10 \$4,004.32 \$48,051.84
Custodian	Hrly. Mthly. Annual	\$17.92 \$3,106.13 \$37,273.56	\$19.53 \$3,384.80 \$40,617.60	\$21.09 \$3,654.91 \$43,858.92
Utility II	Hrly. Mthly. Annual	\$17.68 \$3,064.33 \$36,771.96	\$18.09 \$3,136.14 \$37,633.68	\$18.51 \$3,209.03 \$38,508.36
Lead Person	Hrly. Mthly. Annual	\$29.52 \$5,116.87 \$61,402.44	\$30.00 \$5,199.40 \$62,392.80	\$30.49 \$5,284.07 \$63,408.84
Sewer			STEP 1 (0 - 12 mo.)	STEP 2
Lead Operator	Hourly Monthly Annual		\$30.29 \$5,250.85 \$63,010.20	\$30.97 \$5,367.68 \$64,412.16
Laboratory Specialist Class II Operator Pretreatment Coordinator Electrician	Hrly. Mthly. Annual		\$27.42 \$4,753.51 \$57,042.12	\$29.81 \$5,167.25 \$62,007.00
Class I Operator	Hrly. Mthly. Annual		\$26.24 \$4,547.74 \$54,572.88	\$28.55 \$4,948.60 \$59,383.20
Operator in Training	Hrly. Mthly. Annual		\$22.55 \$3,908.93 \$46,907.16	\$24.90 \$4,315.14 \$51,781.68

Mayor
City Council Member

\$4,412.88 monthly
\$600 - \$800 monthly

Civil Service Secretary
Public Defense Program Assistant
Part-Time Firefighters

\$20.00 - \$25.00/hr.
\$15.00/hr. - \$20.00/hr.
\$15.00/hr.

SECTION 2. Longevity. Longevity of \$5.00 per month shall be in addition to the base pay reflected in Section "1" above, for each year of service beginning the third year of employment for full-time, non-represented employees.

SECTION 3. Repealer. That Resolution No. ~~04-2016~~~~15-2016~~ of the City of Burlington is hereby repealed.

SECTION 4. Effective Date. This resolution shall become effective at 12:01 a.m., ~~January~~~~August~~ 1, 2017.

INTRODUCED AND PASSED and approved at a regular meeting of the City Council this ~~20th~~~~day~~
~~of December, 2016~~~~27th~~ day of July, 2017

THE CITY OF BURLINGTON

Steve Sexton, Mayor

ATTEST:

Renee Sinclair, Director of Budget & Accounting

APPROVED AS TO FORM:

Leif Johnson, City Attorney

PUBLISHED: ~~12/23/2016~~~~08/01/2017~~

Move to award bid and authorize Mayor to sign agreement with Gary Harper Construction for upgrade of Sewer Pump Station #10.



July 10, 2017

Mr. Don Erickson
Sewer Department Supervisor
City of Burlington
Wastewater Treatment Plant
900 South Section Street
Burlington, Washington 98233

SUBJECT: REVIEW OF BIDS, WASTEWATER PUMP STATION 10 UPGRADE
CITY OF BURLINGTON, SKAGIT COUNTY, WASHINGTON
G&O #17466.00

Dear Mr. Erickson:

On June 29, 2017, the City of Burlington received six bids for the Wastewater Pump Station 10 Upgrade. The bids ranged from \$707,691.25 to \$997,192.04. The Engineer's Estimate was \$619,643.50. Each proposal was checked for correctness of extensions of the prices per unit and the total price. No corrections were made. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

	Engineer's Estimate.....	\$619,643.50
1.	Gary Harper Construction, Inc. (Snohomish, Washington)	\$707,691.25
2.	Razz Construction, Inc. (Bellingham, Washington).....	\$784,997.50
3.	McClure and Sons, Inc. (Mill Creek, Washington).....	\$836,636.99
4.	Harbor Pacific Contractors, Inc. (Woodinville, Washington)...	\$852,267.50
5.	SRV Construction, Inc. (Oak Harbor, Washington).....	\$933,490.60
6.	Interwest Construction, Inc. (Burlington, Washington)	\$997,192.04

The low responsive bidder, Gary Harper Construction, Inc., of Snohomish, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the low bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the low bidder, Gary Harper Construction, Inc., of Snohomish, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist is attached for the City's file.



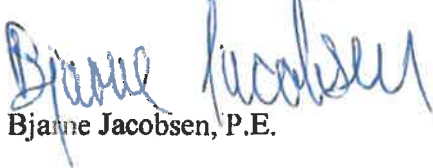
Mr. Don Erickson
July 10, 2017
Page 2

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder, Gary Harper Construction, Inc., 14831 223rd Street SE, Snohomish, Washington 98296.

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

A handwritten signature in blue ink, which appears to read "Bjarne Jacobsen". The signature is written in a cursive, flowing style. Below the signature, the name "Bjarne Jacobsen, P.E." is printed in a standard black font.

BJ/hh
Encl.

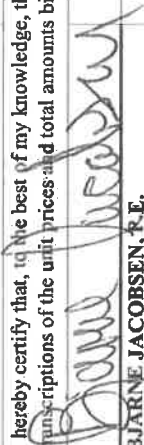
BIDDER		ENGINEER'S ESTIMATE		GARY HARPER CONSTRUCTION, INC. 14831 223rd Street SE Snohomish, WA 98296 838, 522-01 GARYHC1055LF 5% BID BOND		RAZZ CONSTRUCTION, INC. 4055 Hammer Drive Bellingham, WA 98226 846, 666-01 RAZZCCI955KU 5% BID BOND		MCCLURE AND SONS, INC. 15714 Country Club Drive Mill Creek, WA 98012 543, 613-01 MCCLUSI101MJ 5% BID BOND		
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Bypass Pumping	1 LS	\$40,000.00	\$40,000.00	\$34,000.00	\$34,000.00	\$40,000.00	\$40,000.00	\$55,000.00	\$55,000.00
2	Demolition of Existing Pump Station No. 10	1 LS	\$20,000.00	\$20,000.00	\$45,700.00	\$45,700.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
3	Trench Excavation Safety Systems	1 LS	\$2,500.00	\$2,500.00	\$4,300.00	\$4,300.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
4	Unsuitable Excavation	15 CY	\$40.00	\$600.00	\$30.00	\$450.00	\$100.00	\$1,500.00	\$75.00	\$1,125.00
5	Pump Station No. 10 Upgrade	1 LS	\$446,000.00	\$446,000.00	\$526,000.00	\$526,000.00	\$585,000.00	\$585,000.00	\$632,969.00	\$632,969.00
6	Dewatering	1 LS	\$15,000.00	\$15,000.00	\$1,300.00	\$1,300.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
7	Traffic Control	1 LS	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$35,000.00	\$35,000.00	\$8,000.00	\$8,000.00
8	Dust Control	1 LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
9	Electrical Utility Service	1 LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
10	Unexpected Site Changes	1 CALC	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Subtotal:				\$571,100.00		\$652,250.00		\$723,500.00		\$771,094.00
Sales Tax @ 8.5%				\$48,543.50		\$55,441.25		\$61,497.50		\$65,542.99
TOTAL CONSTRUCTION COST				\$619,643.50		\$707,691.25		\$784,997.50		\$836,636.99

DATE: 6/2017
DRAWN: SC
CHECKED: BJ
APPROVED: BJ

Page 1 of 2

CITY OF BURLINGTON, WASHINGTON
WASTEWATER PUMP STATION NO. 10 UPGRADES
GRAY & OSBORNE #17466

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

BIDDER		HARBOR PACIFIC		SRV		INTERWEST		
BIDDER ADDRESS		CONTRACTORS, INC.		CONSTRUCTION, INC.		CONSTRUCTION, INC.		
		19628 144th Ave. NE, Ste. A		P.O. Box 481		609 North Hill Boulevard		
		Woodinville, WA 98072		Oak Harbor, WA 98277		Burlington, WA 98233		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.		543, 185-00		810, 875-00		546, 530-00		
WASHINGTON STATE CONTRACTOR'S REG. NUMBER		HARBOPC132RS		SRVCOI*990QA		INTERCI121OF		
BID BOND OR OTHER GOOD FAITH TOKEN		5% BID BOND		5% BID BOND		5% BID BOND		
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Bypass Pumping	1 LS	\$48,300.00	\$48,300.00	\$24,600.00	\$24,600.00	\$46,028.00	\$46,028.00
2	Demolition of Existing Pump Station No. 10	1 LS	\$10,100.00	\$10,100.00	\$27,000.00	\$27,000.00	\$20,847.00	\$20,847.00
3	Trench Excavation Safety Systems	1 LS	\$1,000.00	\$1,000.00	\$1,700.00	\$1,700.00	\$1,208.00	\$1,208.00
4	Unsuitable Excavation	15 CY	\$110.00	\$1,650.00	\$84.00	\$1,260.00	\$54.00	\$810.00
5	Pump Station No. 10 Upgrade	1 LS	\$630,950.00	\$630,950.00	\$740,000.00	\$740,000.00	\$785,000.00	\$785,000.00
6	Dewatering	1 LS	\$38,300.00	\$38,300.00	\$23,000.00	\$23,000.00	\$16,718.00	\$16,718.00
7	Traffic Control	1 LS	\$18,200.00	\$18,200.00	\$5,800.00	\$5,800.00	\$11,460.00	\$11,460.00
8	Dust Control	1 LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
9	Electrical Utility Service	1 LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
10	Unexpected Site Changes	1 CALC	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	Subtotal:			\$785,500.00		\$860,360.00		\$919,071.00
	Sales Tax @ 8.5%			\$66,767.50		\$73,130.60		\$78,121.04
	TOTAL CONSTRUCTION COST			\$852,267.50		\$933,490.60		\$997,192.04
Sealed bids were opened at the City of Burlington, 833 South Spruce Street, Burlington, Washington 98233 on Thursday, June 29, 2017, at 10:00 a.m. (local time).								
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.								
								
BJARNE JACOBSEN, P.E.								

DATE: 6/2017
 DRAWN: SC
 CHECKED: BJ
 APPROVED: BJ

Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information	
Owner/Project Name: City of Burlington / Wastewater Pump Station No. 10 Upgrade	Project Number: 17466
Bidder's Business Name: Gary Harper Construction, Inc.	Bid Submittal Deadline: June 29, 2017
Contractor Registration – https://secure.lni.wa.gov/verify/	
License Number: GARYHCI055LF	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline): June 6, 1995	Expiration Date: June 1, 2019
Current UBI Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
UBI Number: 601 606 620	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage/Worker Compensation – https://secure.lni.wa.gov/verify/	
Account Number: 838,522-01	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number –	
Employment Security Department Number: 830 404 004	
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 	
State Excise Tax Registration Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
Tax Registration Number: 601 606 620	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Not Disqualified from Bidding – http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Excluded Parties Listing System (Federal Funded Projects) http://www.sam.gov	
Does the Bidder have an Active Exclusion? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Checked by:	
Name: Bjarne Jacobsen, P.E.	Date: July 10, 2017

AGREEMENT

THIS AGREEMENT is entered into by and between the **CITY OF BURLINGTON** (hereinafter called the Owner) and GARY HARPER CONSTRUCTION, INC. (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

The project shall include demolition of existing pump station and accessories; installation of new submersible pumps in the existing wet well; construction of a new valve vault; construction of a new flow meter vault; bypass pumping; construction of force mains, connection to existing force mains, and installation of all interconnecting piping and valves; installation of electrical, controls, and a standby generator; installation of new electrical service; replacement of existing wet well top slab with new access hatches; site work including fencing, and all related work for a complete and operable system as shown on the Plans and in the Specifications.

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within 120 working days (the Substantial Completion Date) and physically complete the Work within 140 working days (the Physical Completion Date).

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner (\$ 200.00) per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and (\$ 100.00) for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Call for Bids;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond;
- The Contract Provisions, including 2016 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of 23 sheets, as listed in the index on sheet 1 of the Plans;
- Addenda numbers 1, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 6. MISCELLANEOUS.

For purpose of defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.
_____(Contractor's initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

AGREEMENT – Continued

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

CITY OF BURLINGTON

CONTRACTOR

License No. GARY HCI 055 LF

By _____

By _____

Date _____

Title _____

Attest _____

Name and Address for giving notices (print)



ITEM #: 6

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: July 27, 2017
Bryan Harrison, City Administrator

Subject: Request for Partial Waiver of Sewer and/or Storm
Water Utility Bills: 650 W. McCorquedale Road

Attachments: Assorted Supportive Documents

Public Hearing Required: YES () NO (X)

SUMMARY

Mr. James Sweeney is requesting adjustment of sewer and storm water utility bills for his property located at 650 W. McCorquedale Road (P242067, P24009, P24073, and P23997). Mr. Sweeney purchased the property in January of 2015. The property contains an existing structure and sewer connection, but has remained unoccupied since his purchase. The Burlington Finance Department was not notified of the change of ownership by either the seller or the purchaser. As a result, sewer and storm water utility bills since January of 2015 have continued to be sent to the previous owner. As you might assume, these bills have not been paid. Mr. Sweeney recently became aware of these unpaid bills, and has requested that charges predating his ownership (\$304.90 from December of 2014), and any interest charges/late fees (\$197.29 to date) that have accrued during his ownership be removed.

RECOMMENDATION

Move to waive the sewer and storm water fees assigned to 650 W. McCorquedale Road that predate the present owner (December 2014 fees), and waive associated interest charges and late fees, contingent upon the present owner paying the remaining sewer and storm water fees and charges currently pending.

Bryan W. Harrison

From: James <jsweeneydds@gmail.com>
Sent: Wednesday, May 31, 2017 12:18 PM
To: Bryan W. Harrison
Subject: Utility Billing, 650 W. McCorquedale

Good afternoon Mr. Harrison,

Thank you for providing the documentation regarding the utility billing on 650 W. McCorquedale Road. I was not able to receive that from the billing department and was under the impression the entire bill was from the previous owner.

I took over the property in early January 2015 and find it odd that I received no bill till I contacted the City about starting sewer service this spring.

What I propose is that the City

- Remove the bill applied to the previous owner(Ragnar Enterprises) which appears to be \$304.90, for December 2014.
- Remove any interest charges/late fees, applied to me which I find unreasonable since a bill was never sent to me even though address public record.

I will then pay the remainder off even though I never really used property and probably would have found a tenant to defray costs if I had known.

Sincerely,
James Sweeney

Service Address: 650 McCorquedale Road

Owner: James Sweeney

Disputed Billing Charges: \$507.08

Previous Owners Last Bill: \$309.79

\$294.04 for 11/1/2014-12/31/2014 + \$4.89 for 1/1/2015 & Late Fees: \$10.86

Sewer Finance Charges: \$197.29

- History of Actions:
 - 3/13/2017: 1st Contact from James Sweeney via on-line submission of change of ownership as of March 21, 2017 and request to turn on water and sewer services.
 - 3/14/2017: City replied that he needed to contact Skagit PUD for water and that sewer is available.
 - 4/20/2017: After waiting for and not receiving any information from seller and or a title company regarding sale sent letter to Mr. Sweeney quoting RCW 60.80.020 (4)(a) that allows the right of a utility to recover from the purchaser of the property unpaid utility charges incurred prior to closing if the utility did not receive written request for final billing.
 - 4/25/2017: City received reply on line from Mr. Sweeney stating that he is rejecting the responsibility letter and that we should be collecting from the previous owner. He requested to see the collection attempts from said previous owner including return envelope and that he would be in on 4/28/2017 to see it.
 - 4/28/2017: Printed history for Mr. Sweeney as there was nothing to show him as being returned since the previous owner was not sending back the bills that were being sent to them. This was explained to Mr. Sweeney the morning of the 28th however when he started arguing and said he has owned the property since January of 2015 and hasn't ever seen a utility bill from the City and that he wanted to speak to the City Attorney and City Administrator I ended the conversation and asked he set up an appointment with them.
 - 5/1/2017: Had meeting with City Attorney & City Administrator to review information noting that all but one outstanding bill is from when Mr. Sweeney purchased the property (note at no time of change of ownership was the City notified). Noted that it was only after extensive research were we able to find a copy of the recorded document verifying date of sale to be 1/2/2015.
 - 5/2/2017: City Administrator & Mr. Sweeney met to go over information collected regarding City's stance and outstanding balance. Mr. Sweeney's response at the time was that he did not know he was supposed to contact the City about paying utilities to us.
 - 5/31/2017: Mr. Sweeney responded with request to remove the bill applied to the previous owner and all interest charges/late fees and he will pay the remainder.

Service Address: 650 McCorquedale Road

Owner: James Sweeney

Disputed Billing Charges: \$507.08

Previous Owners Last Bill: \$309.79

\$294.04 for 11/1/2014-12/31/2014 + \$4.89 for 1/1/2015 & Late Fees: \$10.86

Sewer Finance Charges: \$197.29

History of Actions:

- 3/13/17: 1st Contact. Incorrect purchase date provided by Mr. Sweeney.
- 3/14/17: 1st City replay to notify sewer is available.
- 4/20/17: City sends RCW letter w/ balance owed.
- 4/25/17: Mr. Sweeney sends rejection of letter email.
- 4/28/17: 1st fact to face conversation where Mr. Sweeney gives actual purchase date. Conversation stopped, he asked for meeting with City Attorney and/or City Administrator
- 5/1/17: Internal meeting w/ City staff and all documentation provided about sale and lack of notification from the seller and buyer.
- 5/2/17: Meeting with Mr. Sweeney and City Administrator to go over documentation and probable options to resolve issue.
- 5/31/17: Mr. Sweeney sent email response to meeting asking to have the previous owners bill removed along with interest charges/late fees.

Notes:

- Mr. Sweeney's argument has been that he didn't know he was supposed to be paying this bill since he never received one and that all of the change of owner ship information is public record.
- The City was not contact by the previous owner about the sale, has been sending them bills they have not sent back nor responded to in anyway.
- Mr. Sweeney did not contact the City at the time of purchase nor did any title company call or write about any outstanding assessments/liens/bills.
- Without direct contact from one of the parties involved there is no other way for the City to reasonably know that a property has changed ownership.

650 McCorquedale Rd
History/Balance

Transaction		New Balance	Updated SWF	Total	Sewer	Storm Drain	Sewer Finance Charge	Due Date
Date	Tran Type							
Mr. Sweeney								
5/20/2017	Billing	\$4,362.76		\$300.16	\$61.12	\$239.04	\$0.00	6/19/2017
5/20/2017	Past Due	\$4,062.60	\$ 6.54	\$7.08	\$0.00	\$0.00	\$7.08	
4/20/2017	Past Due	\$4,056.06	\$ 6.50	\$7.03	\$0.00	\$0.00	\$7.03	
3/20/2017	Billing	\$4,049.56		\$300.16	\$61.12	\$239.04	\$0.00	4/19/2017
3/20/2017	Past Due	\$3,749.40	\$ 6.05	\$6.58	\$0.00	\$0.00	\$6.58	
2/21/2017	Past Due	\$3,743.35	\$ 6.01	\$6.54	\$0.00	\$0.00	\$6.54	
1/20/2017	Billing	\$3,737.34		\$298.36	\$61.12	\$237.24	\$0.00	2/20/2017
1/20/2017	Past Due	\$3,438.98	\$ 10.53	\$6.09	\$0.00	\$0.00	\$6.09	
11/21/2016	Billing	\$3,428.45		\$298.36	\$61.12	\$237.24	\$0.00	12/21/2016
11/21/2016	Past Due	\$3,130.09	\$ 10.05	\$10.60	\$0.00	\$0.00	\$10.60	
10/24/2016	Past Due	\$3,120.04	\$ 9.98	\$10.53	\$0.00	\$0.00	\$10.53	
9/22/2016	Billing	\$3,110.06		\$298.36	\$61.12	\$237.24	\$0.00	10/22/2016
9/22/2016	Past Due	\$2,811.70	\$ 9.51	\$10.06	\$0.00	\$0.00	\$10.06	
8/23/2016	Past Due	\$2,802.19	\$ 9.45	\$9.99	\$0.00	\$0.00	\$9.99	
7/22/2016	Billing	\$2,792.74		\$298.36	\$61.12	\$237.24	\$0.00	8/21/2016
7/21/2016	Past Due	\$2,494.38	\$ 8.98	\$9.52	\$0.00	\$0.00	\$9.52	
6/24/2016	Past Due	\$2,485.40	\$ 8.92	\$9.45	\$0.00	\$0.00	\$9.45	
5/24/2016	Billing	\$2,476.48		\$298.36	\$61.12	\$237.24	\$0.00	6/23/2016
5/24/2016	Past Due	\$2,178.12	\$ 8.45	\$8.98	\$0.00	\$0.00	\$8.98	
4/25/2016	Past Due	\$2,169.67	\$ 8.39	\$8.92	\$0.00	\$0.00	\$8.92	
3/23/2016	Billing	\$2,161.28		\$298.36	\$61.12	\$237.24	\$0.00	4/22/2016
3/23/2016	Past Due	\$1,862.92	\$ 7.93	\$8.46	\$0.00	\$0.00	\$8.46	
2/25/2016	Past Due	\$1,854.99	\$ 7.88	\$8.40	\$0.00	\$0.00	\$8.40	
1/25/2016	Billing	\$1,847.11		\$298.00	\$61.12	\$236.88	\$0.00	2/24/2016
1/25/2016	Past Due	\$1,549.11	\$ 7.42	\$7.94	\$0.00	\$0.00	\$7.94	
12/28/2015	Past Due	\$1,541.69	\$ 7.37	\$7.89	\$0.00	\$0.00	\$7.89	
11/23/2015	Billing	\$1,534.32		\$298.00	\$61.12	\$236.88	\$0.00	12/23/2015
11/23/2015	Past Due	\$1,236.32	\$ 6.91	\$7.43	\$0.00	\$0.00	\$7.43	
10/26/2015	Past Due	\$1,229.41	\$ 6.87	\$7.38	\$0.00	\$0.00	\$7.38	
9/23/2015	Billing	\$1,222.54		\$298.00	\$61.12	\$236.88	\$0.00	10/23/2015
9/23/2015	Past Due	\$924.54	\$ 6.42	\$6.92	\$0.00	\$0.00	\$6.92	
8/24/2015	Past Due	\$918.12	\$ 6.37	\$6.88	\$0.00	\$0.00	\$6.88	
7/23/2015	Billing	\$911.75		\$298.00	\$61.12	\$236.88	\$0.00	8/23/2015
7/22/2015	Past Due	\$613.75	\$ 5.92	\$6.42	\$0.00	\$0.00	\$6.42	
6/23/2015	Past Due	\$607.83	\$ 5.88	\$6.38	\$0.00	\$0.00	\$6.38	
5/22/2015	Billing	\$601.95		\$298.00	\$61.12	\$236.88	\$0.00	6/22/2015
5/22/2015	Past Due	\$303.95	\$ 5.44	\$5.93	\$0.00	\$0.00	\$5.93	
4/27/2015	Past Due	\$298.51	\$ 5.40	\$5.89	\$0.00	\$0.00	\$5.89	
Corrected	3/25/2017 Billing	\$293.11		\$293.11	\$60.12	\$232.99		
			\$ 189.17		\$854.68	\$3,318.91	\$197.29	

3/25/2015 Billing	\$298.00	\$61.12	\$236.88	\$0.00	4/24/2015
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Prev Owner

Corrected	3/25/2017 Billing	\$309.79	\$4.89	\$1.00	\$3.89		
	3/25/2015 Adjustment	\$304.90	\$5.45	\$0.00	\$0.00	\$5.45	
	2/26/2015 Adjustment	\$299.45	\$5.41	\$0.00	\$0.00	\$5.41	
	1/26/2015 Billing	\$294.04	\$294.04	\$61.12	\$232.92	\$0.00	2/25/2015
				\$62.12	\$236.81	\$10.86	

650 McCorquedale Rd
History/Balance

Option #1:

Current Balance Owed:	\$ 4,680.67	\$916.80	\$3,555.72	\$208.15
Write Off Prev Owners Balance:	\$ (309.79)	(\$62.12)	(\$236.81)	(\$10.86)
Credit Late Fees:	\$ (197.29)			(\$197.29)
New Balance Owed:	\$ 4,173.59	\$854.68	\$3,318.91	\$0.00
Total Credit:	\$ (507.08)	*With stipulation that he pays his portion 1st then credit will be issued		

Option #2

Current Balance Owed:	\$ 4,680.67	\$ 916.80	\$ 3,555.72	\$ 208.15
Write off Prev Owners Balance:	\$ (309.79)	\$ (62.12)	\$ (236.81)	\$ (10.86)
Write off Old Late Fees - New	\$ (8.12)			(\$8.12)
New Balance Owed:	\$ 4,362.76	\$ 854.68	\$ 3,318.91	\$ 189.17
Total Credit:	\$ (317.91)			

Option #3 By RCW 60.80.020 (4)(a) the City has to right to collect all unpaid charges.
\$ 4,680.67



005363000000294041



City of Burlington
833 S. Spruce St
Burlington, WA 98233-2810
www.burlingtonwa.gov
360-755-0531

Delinquency Notice



Ragnar Enterprises LLC
17624 15TH AVE SE STE 112
MILL CREEK, WA 98012-5106

RE: Account Number 005363-000
Account Name Ragnar Enterprises LLC
Service Location 650 McCorquedale Road
Past Due Amount \$294.04
Additional Charge \$5.41
Amount Due \$299.45
Due Date Thursday, March 12, 2015

Dear Customer:

02/26/2015

Your account is past due. If complete payment is not received on or before the due date a lien may be filed against the property.

Attention Tenants: The property owner may receive a copy of this notice.

Per Burlington Municipal Code Section 13.08.080 All of the foregoing charges for sewerage services and those hereafter fixed by the council shall be paid on or before 30 days after the date of billing as shown upon the city's billing statement, and if not so paid, a penalty of \$5.00 per month will be made on each delinquent account. Additionally, interest shall be charged against each delinquent account at a rate of eight percent per annum.

Sincerely,

Utility Billing
City of Burlington
833 S. Spruce St
Burlington, WA 98233-2810

Payment Coupon

ACCOUNT INFORMATION

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT

PLEASE MAKE CHECK PAYABLE TO:

CITY OF BURLINGTON

ACCOUNT: 005363-000
SERVICE ADDRESS: 650 McCorquedale Road
BILLING DATE: 02/26/2015

DUE DATE: 03/12/2015

RAGNAR ENTERPRISES LLC
17624 15TH AVE SE STE 112
MILL CREEK, WA 98012-5106

AMOUNT DUE

PAST DUE AMOUNT	\$294.04
LATE CHARGE	\$5.41
TOTAL AMOUNT DUE BY 3/12/2015	\$299.45

AMOUNT ENCLOSED

REMIT PAYMENT TO:

City of Burlington
833 S. Spruce St
Burlington, WA 98233-2810





City of Burlington
833 S. Spruce St
Burlington, WA 98233-2810
www.burlingtonwa.gov
360-755-0531

Delinquency Notice

Ragnar Enterprises LLC
17624 15TH AVE SE STE 112
MILL CREEK, WA 98012-5106

RE: Account Number 005363-000
Account Name Ragnar Enterprises LLC
Service Location 650 McCorquedale Road
Past Due Amount \$299.45
Additional Charge \$5.45
Amount Due \$304.90
Due Date Wednesday, April 8, 2015

Dear Customer:

03/25/2015

Your account is past due. If complete payment is not received on or before the due date a lien may be filed against the property.

Attention Tenants: The property owner may receive a copy of this notice.

Per Burlington Municipal Code Section 13.08.080 All of the foregoing charges for sewerage services and those hereafter fixed by the council shall be paid on or before 30 days after the date of billing as shown upon the city's billing statement, and if not so paid, a penalty of \$5.00 per month will be made on each delinquent account. Additionally, interest shall be charged against each delinquent account at a rate of eight percent per annum.

Sincerely,

Utility Billing
City of Burlington
833 S. Spruce St
Burlington, WA 98233-2810

Payment Coupon

ACCOUNT INFORMATION

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT

PLEASE MAKE CHECK PAYABLE TO:

CITY OF BURLINGTON

ACCOUNT: 005363-000
SERVICE ADDRESS: 650 McCorquedale Road
BILLING DATE: 03/25/2015

DUE DATE: 04/08/2015

RAGNAR ENTERPRISES LLC
17624 15TH AVE SE STE 112
MILL CREEK, WA 98012-5106

AMOUNT DUE

PAST DUE AMOUNT	\$299.45
LATE CHARGE	\$5.45
TOTAL AMOUNT DUE BY 4/8/2015	\$304.90

AMOUNT ENCLOSED

REMIT PAYMENT TO:

City of Burlington
833 S. Spruce St
Burlington, WA 98233-2810





201501020073

Skagit County Auditor

\$77.00

1/2/2015 Page

1 of

6 12:53PM

When Recorded Return To:

TURNBULL & BORN, PLLC

Attn: Brian M. Born

950 Pacific Ave., Suite 1050

Tacoma, WA 98402

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

201511

JAN 02 2015

Amount Paid \$⁷⁷
Skagit Co. Treasurer
By *mem* Deputy

Grantor:

TURNBULL & BORN, PLLC, Trustee

Grantee:

JAMES MARTIN SWEENEY

Deed of Trust Recording No. 201211210127

Tax Parcel Numbers:

P24067, P24009, P24073, P23997

Abbrev. Legal:

Section 7, Township 34 North, Range 4 East; Ptn. SW NE

TRUSTEE'S DEED

TURNBULL & BORN, PLLC, the grantor, as present trustee ("Trustee") under that deed of trust as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to JAMES MARTIN SWEENEY, a single man ("Grantee"), that real property, situated in the County of Skagit, State of Washington, described as follows:

PARCEL A:

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 7, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the South line of the County road along the North line of said subdivision which point is 148 feet West of the West line of Frontage Road right of way adjoining Primary State Highway No. 1 on the West; thence South perpendicular to said County road 200 feet; thence West parallel with the South line of said County road 180 feet;

thence North perpendicular to said County road 200 feet to the South line thereof;
thence East along the South line of said County road 180 feet to the point of beginning.
Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL B:

That portion of the following described property lying Westerly and Northerly of Primary State Highway No. 1, as conveyed to the State of Washington by Deed dated April 12, 1954, recorded May 19, 1954, in Volume 262 of Deeds, Page 644, under Auditor's File No. 501731, and as condemned in Stipulated Judgment and Decree of Appropriation as to Item No. 1 entered April 26, 1973 in Skagit County Superior Court Cause No. 33369:

That portion of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section;

thence East 28 rods (462 feet);

thence South 40 rods (660 feet);

thence West 68 rods (1,122 feet);

thence North 40 rods (660 feet), more or less, to the North line of the Southwest $\frac{1}{4}$ of the Northeast

$\frac{1}{4}$ of said Section

thence East along said North line to the point of beginning,

EXCEPT roads,

AND EXCEPT the following described property

Beginning at a point on the South line of the County road along the North line of said subdivision which point is 148 feet West of the West line of the Frontage Road right of way adjoining Primary State Highway No. 1 on the West;

thence South perpendicular to said County road, 200 feet;

thence West parallel with the South line of said County road to the West line of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$,

thence North along said West line to the South line of said County road;

thence East to the point of beginning

Situate in the City of Burlington, County of Skagit, State of Washington.



PARCEL C:

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 7, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the South line of the County road along the North line of said subdivision which point is 148 feet West of the West line of Frontage Road right of way adjoining Primary State Highway No. 1 on the West;
thence South perpendicular to said County road a distance of 200 feet;
thence West parallel with the South line of said County road a distance of 180 feet to the true point of beginning;
thence North perpendicular to said County road a distance of 200 feet to the South line thereof; thence West along the South line of said County road a distance of 75 feet, more or less, to the West line of the East 1/2 of said Southwest 1/4 of the Northeast 1/4;
thence South along said West line a distance of 200 feet;
thence East parallel with the South line of said County road a distance of 75 feet, more or less, to the true point of beginning.

EXCEPT roads

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL D

That portion of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 7, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of said West 1/2 of the Southwest 1/4 of the Northeast 1/4;
thence West a distance of 80 feet;
thence South a distance of 660 feet;
thence East a distance of 80 feet;
thence North a distance of 660 feet to the point of beginning,

EXCEPT roads;

ALSO EXCEPT that Southerly portion thereof conveyed to the State of Washington by Deed recorded February 17, 1972, under Auditor's File No. 764265, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.

(the "Property")

Trustee's Deed
Page - 3



201501020073
Skagit County Auditor

1/2/2015 Page

3 of

\$77.00

6 12:53PM

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain deed of trust dated November 14, 2012 and recorded on November 21, 2012 under Auditor's File No. 2012N210127, records of Skagit County, Washington (the "Deed of Trust") from Ragnar Enterprises, LLC, as Grantor, to Chicago Title Insurance Company, as original Trustee, to secure an obligation in favor of Ally Financial Inc., as beneficiary.
2. The Deed of Trust was executed to secure, together with other undertakings, the payment of a guaranty dated on or about November 14, 2012 (the "Debt Instrument") by Grantor of an obligation of Valley Cadillac Buick GMC Truck, Inc. in the original principal amount of \$552,096.29 with interest thereon, according to the terms thereof, in favor of Ally Financial Inc., and to secure any other sums of money which might become due and payable under the terms of the Deed of Trust.
3. The Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.
4. Default having occurred in the obligations secured and/or covenants of the Grantor, as set forth in the notice of trustee's sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance notice of default (the "Notice of Default") was transmitted to the Grantor and a copy of the Notice of Default was posted and/or served in accordance with law.
5. Ally Financial Inc., being then the holder of the indebtedness secured by the Deed of Trust, delivered to Trustee a written request directing Trustee or its authorized agent to sell the Property in accordance with the law and the terms of the Deed of Trust.
6. The defaults specified in the Notice of Default not having been cured, the Trustee, in compliance with the terms of the Deed of Trust, executed and on September 2, 2014, recorded in the office of the Auditor of Skagit County, Washington, a notice of trustee's sale of the Property (the "Notice of Trustee's Sale").
7. The Trustee, in the Notice of Trustee's Sale, fixed the place of sale as the main entrance of the Skagit County Courthouse, 3rd & Kincaid St., Mt. Vernon, WA 98273, a public place, at 10:00 o'clock A.M. on the 5th day of December, 2014.



and in accordance with law caused copies of the Notice of Trustee's Sale to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Trustee caused a copy of the Notice of Trustee's Sale to be published once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the sale; and further, included with the Notice of Trustee's Sale, which was transmitted to or served upon the Grantor, a Notice of Foreclosure in substantially the statutory form, to which copies of the Debt Instrument and Deed of Trust were attached. At the date, time and place of sale on December 5, 2014, the Trustee via its authorized agent publicly proclaimed notice of continuance of the trustee's sale to December 19, 2014 at 10:00 am at the main entrance of the Skagit County Courthouse, 3rd & Kincaid St., Mt. Vernon, WA, 98273, which is a public place, and, in accordance with law, notice of continuance was timely delivered to all required notice parties including without limitation the Grantor, by regular mail and certified mail, return receipt requested.

8. During foreclosure, no action was pending on an obligation secured by the Deed of Trust.
9. The Trustee makes no warranties of title and this deed may be subject to a right of redemption held by the Internal Revenue Service and/or super-priority tax lien claims for unpaid real property taxes.
10. All legal requirements and all provisions of the Deed of Trust have been complied with, as to acts to be performed and notice to be given, as provided in RCW 61.24 et seq.
11. The defaults specified in the Notice of Trustee's Sale not having been cured no less than eleven days prior to the date of Trustee's Sale and said obligation secured by the Deed of Trust remaining unpaid, on December 19, 2014, the continued date of sale, which was not less than 90 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to Grantee, the highest bidder therefor, the Property, for \$791,062.97.
12. Words and expressions used herein shall be applicable according to the context hereof, and without regard to the number or gender of such words or expressions.




UNOFFICIAL DOCUMENT

This conveyance is made AS IS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. By recording this Trustee's Deed, Grantee understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the Trustee made no representations to Grantee concerning the Property and that the Trustee owed no duty to make disclosures to Grantee concerning the Property, Grantee relying solely on its own due diligence investigation before electing to bid for the Property.

DATED January 2, 2015, by Trustee:

TURNBULL & BORN, PLLC, Trustee

By


Brian M. Born, WSBA 25334
Authorized Representative
950 Pacific Avenue, Suite 1050
Tacoma, WA 98402
(253) 383-7058

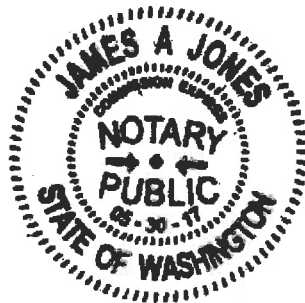
STATE OF WASHINGTON

County of Pierce

) ss.
)

I certify that I know or have satisfactory evidence that Brian M. Born is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Representative of Turnbull & Born, PLLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 2 day of January, 2015



NOTARY PUBLIC in and for the State
Of Washington, residing at 1225 L St
My Commission Expires: 03-30-17

Trustee's Deed
Page - 6



201501020073

Skagit County Auditor
1/2/2015 Page

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\$77.00
6 12:53PM



ITEM #: 7

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: July 27, 2017

Bryan Harrison, City Administrator

Subject: Adding workhours to the Building Inspector / Code Enforcement Officer position in response to permit review demands

Attachments: Cost Analysis for Hours Increase for 2017 & 2018

Public Hearing Required: YES () NO (X)

SUMMARY

The Community Development Department is experiencing increasing demand for development permit application review. The number and intensity of development projects is such that current staff is not meeting the demand for plan review and/or inspection. Staff would like to expand the hours of the part time Building Inspector / Code Enforcement Officer to address the additional demand for service.

RECOMMENDATION

Authorize expansion of the workhours of the part time Building Inspector / Code Enforcement Officer to meet land use permit review demands.

Cost Analysis for Hours Increase for Building Inspector

2017 Cost Increase

	FTE	Hours	\$/Hour	Total	FICA	DRS	Medical	Dental	Vision	L & I	Total	
Budgeted	0.3	260	\$ 34.29	\$ 8,915.40	\$ 682.03	\$ 996.74	\$ -	\$ -	\$ -	\$ 213.01	\$ 10,807.17	Inspections
	0.25	217	\$ 34.29	\$ 7,429.50	\$ 568.36	\$ 830.62	\$ -	\$ -	\$ -	\$ 177.50	\$ 9,005.98	Code Enforcement
				<u>\$ 16,344.90</u>	<u>\$ 1,250.38</u>	<u>\$ 1,827.36</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 390.51</u>	<u>\$ 19,813.15</u>	
Proposed	0.6	520	\$ 34.29	\$ 17,830.80	\$ 1,364.06	\$ 1,993.48	\$ 3,375.58	\$ 240.50	\$ 54.24	\$ 426.01	\$ 25,284.67	Inspections
	0.4	347	\$ 34.29	\$ 11,887.20	\$ 909.37	\$ 1,328.99	\$ 2,250.38	\$ 160.34	\$ 36.16	\$ 284.01	\$ 16,856.45	Code Enforcement
				<u>\$ 29,718.00</u>	<u>\$ 2,273.43</u>	<u>\$ 3,322.47</u>	<u>\$ 5,625.96</u>	<u>\$ 400.84</u>	<u>\$ 90.40</u>	<u>\$ 710.02</u>	<u>\$ 42,141.12</u>	
Difference				\$ 13,373.10	\$ 1,023.04	\$ 1,495.11	\$ 5,625.96	\$ 400.84	\$ 90.40	\$ 319.51	\$ 22,327.96	

2018 Projected Costs

	FTE	Hours	\$/Hour	Total	FICA	DRS	Medical	Dental	Vision	L & I	Total	
Budgeted	0.3	624	\$ 34.29	\$ 21,396.96	\$ 1,636.87	\$ 2,392.18	\$ -	\$ -	\$ -	\$ 511.21	\$ 25,937.22	Inspections
	0.25	520	\$ 34.29	\$ 17,830.80	\$ 1,364.06	\$ 1,993.48	\$ -	\$ -	\$ -	\$ 426.01	\$ 21,614.35	Code Enforcement
				<u>\$ 39,227.76</u>	<u>\$ 3,000.92</u>	<u>\$ 4,385.66</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 937.22</u>	<u>\$ 47,551.57</u>	
Proposed	0.6	1248	\$ 34.29	\$ 42,793.92	\$ 3,273.73	\$ 4,784.36	\$ 10,126.73	\$ 721.51	\$ 162.72	\$ 1,022.42	\$ 62,885.40	Inspections
	0.4	832	\$ 34.29	\$ 28,529.28	\$ 2,182.49	\$ 3,189.57	\$ 6,751.15	\$ 481.01	\$ 108.48	\$ 681.62	\$ 41,923.60	Code Enforcement
				<u>\$ 71,323.20</u>	<u>\$ 5,456.22</u>	<u>\$ 7,973.93</u>	<u>\$ 16,877.88</u>	<u>\$ 1,202.52</u>	<u>\$ 271.20</u>	<u>\$ 1,704.04</u>	<u>\$ 104,809.00</u>	
Difference				\$ 32,095.44	\$ 2,455.30	\$ 3,588.27	\$ 16,877.88	\$ 1,202.52	\$ 271.20	\$ 766.82	\$ 57,257.43	



ITEM #: 8

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: July 27, 2017 Subject: Request for Capital/Facility Funding from the Skagit
Rick DeGloria, Councilmember County YMCA: Discussion of Review Process and
Bryan Harrison, City Administrator Decision Timeline

Attachments: YMCA Funding Request and Background Materials Public Hearing Required: YES () NO (X)

SUMMARY

The Skagit County YMCA recently revised its request (attached) for capital funding from the City of Burlington for the proposed new YMCA facility in Mount Vernon. Previous discussions of this request have led staff to understand that council prefers to review this request in conjunction with other city capital priorities during consideration of the City of Burlington 2018 -2023 Capital Improvement Plan (CIP) and the 2018 budget, both of which are scheduled to occur in the fall. Representatives from the "Y" have recently indicated to staff that they would prefer to hear a response from the city council earlier than the 2018 budget adoption timeline. Staff awaits your decision and/or direction regarding council's desired process and timeline to consider this request.

RECOMMENDATION

Discuss the Skagit YMCA's request for funding and provide direction to staff regarding what process and/or timeline council prefers to consider this request, and whether any additional information is needed or desired to facilitate further review and/or decision.



5 YEAR FUNDING PROPOSAL

We are excited to be able to build the new Skagit Valley Family YMCA to better serve the entire Skagit County. Burlington residents are currently the primary user of the Y, after Mount Vernon residents. We value our partnership and see this as a new opportunity to invest in our youth. The five years of funding will be 2018-2022, the five year service agreement will be 2019-2023.

Funding Year	2018	2019	2020	2021	2022
Family Swim Nights	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Financial Assistance/ Membership Vouchers		\$25,000	\$25,000	\$25,000	\$25,000
Partnership with Residents' Parks & Rec Needs		\$25,000	\$25,000	\$25,000	\$25,000
Annual Total	\$10,000	\$60,000	\$60,000	\$60,000	\$60,000
Total Contribution					\$50,000
Total Possible Contribution*					\$250,000

FEE FOR SERVICE OPTIONS

Service	Annual Fee
Family Swim Nights The Y will host one free Family Swim Night per month to Burlington residents.	\$10,000
Financial Assistance/Membership Vouchers* The Y does not turn anyone away due to lack of ability to pay. Our scholarship program allows us to serve everyone in our community.	\$25,000
City of Burlington & Y Partnership* Identifying the areas the Y can support the City of Burlington to meet the needs of the residents' recreational needs.	\$25,000
Group Membership Discount* All City of Burlington employees will receive 10% off a Y Membership.	10%

*To be discussed and developed mid 2018 after the Parks & Recreation department has conducted a survey to the residents to identify the community needs.

July 14, 2017

Councilmembers:

The YMCA contacted city staff recently with a modified capital funding request for the proposed new YMCA facility. I have attached the modified request (coversheet) and a packet of information materials pertaining to the capital campaign. I have responded to Y representatives (on more than one occasion) to let them know that it is my understanding that the Burlington City Council intends to consider this request during its 2018 City of Burlington budget review process. Please let Steve and I know if this understanding is not correct.

The YMCA reps that I have communicated with would prefer a quicker timeline for response.

Again - please contact me if you prefer a different timeline/approach to consider this request. Steve and I want to make sure that you have all of the information that you need, and that we follow your preferred process and timeline to consider this request.

Bryan

City of Burlington – Skagit Valley Family YMCA partnership questions

What is the total capital budget for the facility?

\$21 million

What are the identified / anticipated capital revenues/resources that you have identified? What funding commitments have been secured to date?

\$11M – Individual Donations; **\$9.1M** to date

\$4.5M – YMCA Financing - **\$4.5M** expected financing

\$3.5M – State Grants; **\$3.5M** in Governor's budget, working on legislators to keep it there.

\$2M – Partnership Donations (Skagit County and cities); **\$600,000** committed from Skagit County.

What requests have been made to each city and to the county for capital funding, what services, if any, are you offering to provide to the cities/county in response to providing the requesting funding level(s), and how was the specific amount requested of each city/county determined?

- **Skagit County** has committed \$600,000 for the project and we are offering gymnasium space on Saturday afternoons for the County SWISH league and we will host the Tulip Tourney in our gymnasium every March for Friday evenings and all day Saturday and Sunday.
- **City of Mount Vernon** has been asked to waive permit fees (approximately \$200,000), mitigate costs on bio-swells and traffic (potentially \$500-\$800,000) and do a fee service contract at \$50,000 per year for monthly swims for the City of Mount Vernon residents and the use of the senior room and learning kitchen for once/monthly City of MV.
- **City of Sedro-Woolley** has been asked to contribute \$50,000 for the project for City of Sedro-Woolley monthly swims for a five-year period.

Is this a capital request, an operational “fee for service” funding request, or a capital request with a contractual commitment to provide services to the city in trade for providing equivalent capital support? This is a capital request with a contractual commitment to provide services to the city in trade for providing equivalent capital support. This is the framework we are using for all three Cities and Skagit County.

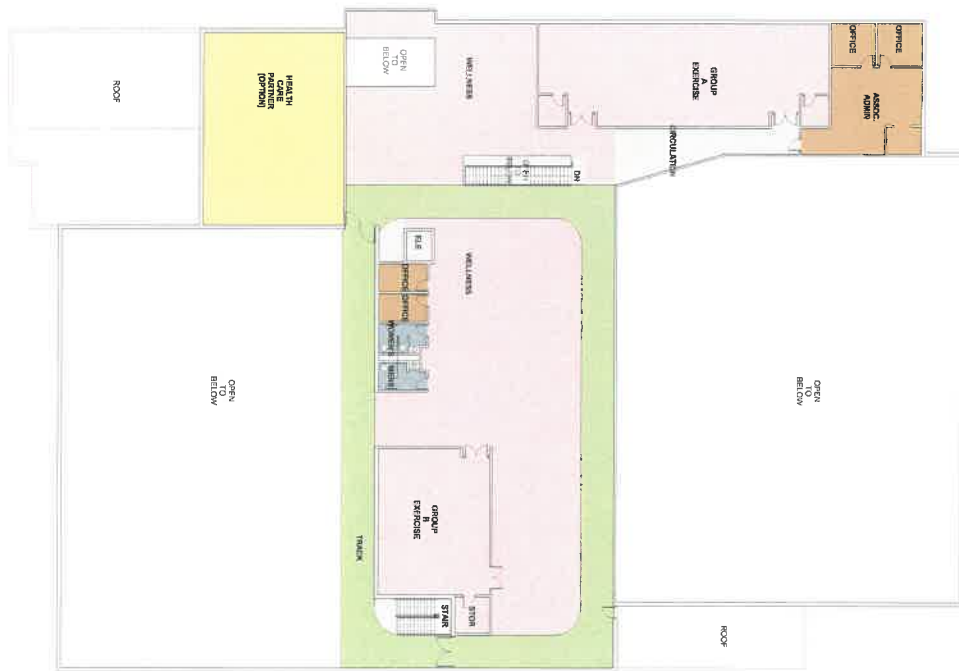
The request is for funding over a five-year period, to be initiated prior to completion of the facility. Is the intent to provide five years of services/operations to the city post completion (assume mid 2019 – mid 2024)? Yes, we are asking for the five-year funding to be initiated in 2017 or 2018 and the services to start when we open our doors in 2019-2024. The funding commitment helps us build, and more importantly, we can go to the bank for a loan with the commitments made by each city.

What is the plan for service provision/cost to the city following the initial five-year period? Should the city anticipate reverting to a fee for service contract after the first five years? It is our hope that we can continue a partnership for a fee for service contract annually after the initial five-year period in order to provide needed services to the City of Burlington. In 2025, a review of services needed by the City Burlington can be done and the contract can be modified to fit current needs going forward.

Is there an operational budget for the facility, and is that budget balanced? The operational budget for the new facility is a nearly \$4 million annual operating budget and is balanced. The new building proforma is strong and will allow us to have a board-controlled building reserve fund.



① FIRST FLOOR
1/8" = 1'-0"



② SECOND FLOOR
1/8" = 1'-0"

