

**CITY COUNCIL AGENDA**  
**City Hall, 833 South Spruce Street**  
**7:00 p.m. September 14, 2017**

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**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 August 24, 2017

**AUDIT OF BILLS:**

**PUBLIC COMMENTS:**

**COUNCIL COMMENTS:**

**MAYOR'S UPDATE:**

**PROCLAMATION:**

Recovery Month – September 2017

**SPECIAL PRESENTATION:**

**OFFICERS REPORTS:**

TBD

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**UNFINISHED BUSINESS:**

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**CONSENT AGENDA:**

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**NEW BUSINESS:**

- 1) Resolution appointing the 2017 Burlington Lodging Tax Advisory Committee
- 2) Request for Refund: Cemetery/Funeral related fees
- 3) Bid Award: 48 inch Drum Roller – Street Department
- 4) Interlocal Agreement - Skagit County and the City of Burlington for Library Services Allocation
- 5) Accela Springbrook Upgrade & Additional Modules
- 6) Agreement with Gray & Osborne for Construction Management Services – Regent St Alley
- 7) Reorganization of Information Technology Department positions to reflect existing duties and responsibilities
- 8) Association of Washington Cities Regional Meeting: Council Chambers – November 2, 2017

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**FUTURE WORKSHOP:**

- 1) EDASC Workshop – Thursday, September 28, 2017 at 6:00 PM – Council Chambers

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**EXECUTIVE SESSION:**

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

**ADJOURNMENT:**

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**MEETING**

- 1) PUBLIC SAFETY COMMITTEE: Tuesday **September 12, 2017** 4:00 p.m.  
Public Safety Building, 311 Cedar Street
- 2) AUDIT & FINANCE COMMITTEE: Thursday **September 14, 2017** 4:00 p.m.  
Public Works Conference Room, 833 S Spruce St
- 4) SKAGIT TRANSIT BOARD: Wednesday **September 20, 2017** 1:00 p.m.  
Council Chambers, 833 S Spruce St
- 5) PLANNING COMMISSION: Wednesday **September 20, 2017** 7:00 p.m.  
Council Chambers, 833 S Spruce St

# September 2017

September 2017

October 2017

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

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

Aug 27 - Sep 2

Sep 3 - 9

Sep 10 - 16

Sep 17 - 23

Sep 24 - 30

# October 2017

October 2017

November 2017

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

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Oct 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	5:30pm Parks Board (Parks & Rec Dept) - Judy Sheahan	6:00pm Library Board (Library)				
<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
		4:00pm Public Safety Committee (Public Safety Building) 5:00pm 6:00pm Historical Preservation Board (		4:00pm Audit & Finance Committee (City Hall) 7:00pm Council Meeting		
<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>
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Oct 1 - 7

Oct 8 - 14

Oct 15 - 21

Oct 22 - 28

Oct 29 - Nov 4



**Office of the Mayor  
Burlington, Skagit County, Washington**

**PROCLAMATION DESIGNATING SEPTEMBER 2017 AS RECOVERY MONTH**

**WHEREAS**, behavioral health is an essential part of one's overall health and wellness; and

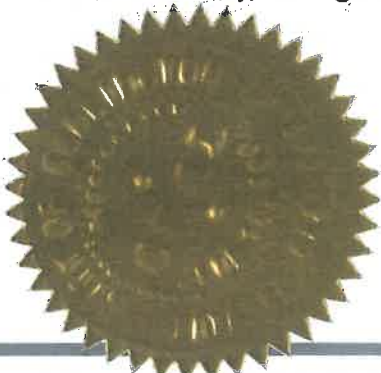
**WHEREAS**, preventing and treating mental and/or substance use disorders is effective, and people recover in our area and around the nation; and

**WHEREAS**, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

**WHEREAS**, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventative measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

**WHEREAS**, the help more people achieve and sustain long-term recovery, the Washington State Department of Social and Health Services, and the City of Burlington invites all to participate in National Recovery Month.

**NOW, THEREFORE**, be it resolved that I, Steve Sexton, Mayor by virtue of the authority vested in me by the City of Burlington, Skagit County, Washington State do hereby proclaim September 2017 as **National Recovery Month** in the City of Burlington and call upon all the people of Burlington to observe this month with appropriate programs, activities, and ceremonies to support this year's recovery month theme, **"Join the Voices for Recovery; Strengthen Families and Communities."**



IN WITNESS WHEREOF, I have hereunto set my hand this 14<sup>th</sup> day of September, 2017 and caused this seal to be affixed.

August 24, 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, Joe DeGloria, Rick DeGloria, Edie Edmundson, Chris Loving, and Ted Montgomery. Staff present: Bryan Harrison, Brittany Johnson, Leif Johnson, Michael Luvera, Marv Pulst, Renee Sinclair, Sarah Ward, and Levon Yengoyan.

**MINUTES:**

A motion was made to approve the minutes of the August 10, 2017 council meeting by **Councilors Loving/J. DeGloria**. All in favor; motion carried.

**AUDIT OF BILLS:**

A motion was made by **Councilors J. DeGloria/R. DeGloria** to approve Accounts Payable checks numbered 5447 – 5582 in the amount of \$820,900.82; and August 15 payroll checks numbered 36954 – 36993 in the amount of \$412,627.70. All in favor; motion carried. **Councilor J. DeGloria** added that the large amount of Accounts Payable was in part to a check to the contractor Lakeside Industries in the amount of \$467,198.23.

**PUBLIC COMMENTS:**

No Public Comments.

**COUNCIL COMMENTS:**

**Councilor Aslett** noted that the Back to School Fair at Maiben Park was a great community event and he thanked city staff for their involvement in the event.

**Councilor J. DeGloria** thanked Skagit PUD for the tour of their facilities earlier in the day. He stated it was a great tour and very informative.

**MAYOR COMMENTS:**

No Mayor Comments.

**SPECIAL PRESENTATION:**

No Special Presentation.

**PROCLAMATION:**

No Proclamation.

**OFFICER REPORTS**

**Public Works Director Marv Pulst** updated council on two grant applications for Transportation Improvement Board (TIB) funds. The projects submitted for grant funds

August 24, 2017

were the 2018 paving project for Anacortes Street and the East West Connector Road connecting Burlington Blvd to Walnut. The paving project application was for \$275,000 with at 15% city match and the East West Connector Road application was for \$3,000,119 with a 15% city match. Discussion followed regarding the possibility of a roundabout being included in the East West Connector Road design.

**Councilor Aslett** asked for an updated on the recent sewer line issue the city faced on Anacortes Street. **Pulst** stated that the comprehensive plan addresses replacing old sewer line and that one problem line is being addressed at the meeting tonight. **Pulst** reviewed the details of the latest issue on Anacortes Street for council. Discussion followed regarding the type of sewer pipes, recent incidents with sewer lines, and future resolution of the problem.

**City Administrator Bryan Harrison** reminded council that coffee with the Mayor and Chiefs will take place on Tuesday, August 29<sup>th</sup>, at 9:00 a.m. The event will be located at the new Whidbey Coffee at 1960 Marketplace Drive and that the Boys & Girls Club is hosting a barbeque on Friday, August 25<sup>th</sup>, at 11:30 a.m. at Maiben Park and all are invited to attend. **Harrison** informed council that two dates have been selected in September for the Lodging Tax Presentations and Application Review and Decision.

**City Attorney Leif Johnson** reviewed the communication given to council regarding the Burlington Municipal Code update process and the timeline for completion. **L. Johnson** stated the updates are nearly complete and will be shared within the next few weeks.

**UNFINISHED BUSINESS:**

No Unfinished Business.

**NEW BUSINESS:**

**SALE OF VACATED PROPERTY LOCATED AT NORTH HILL BOULEVARD**

**Public Works Director Marv Pulst** stated that council approved vacating a section of North Hill Boulevard which dead ends, is unused, and has no future potential for use by the City. Pacific Woodtech owns the property adjacent to the street and desires to purchase the vacated street for expansion. There were two appraisals reviewed by the Public Works Department and it has been determined that the appraisal for \$101,000 most accurately values the property in view of the sale of other like properties in the immediate area and in consideration of the potential value of the property when blended with adjacent property.



August 24, 2017

A motion was made to accept appraisal of \$101,000 for vacated North Hill Boulevard and authorize the Mayor to enter into a sales agreement with Pacific Woodtech for the property by **Councilors Loving/R. DeGloria**. All in favor; motion carried.

**BID & CONTRACT AWARD – REGENT STREET ALLEY SEWER & STREET IMPROVEMENTS**

**Public Works Director Marv Pulst** stated that four bids were received on August 10, 2017 for Street and Utility improvements in the Regent Street Alley. The lowest responsive bidder was Colacurcio Bros., Inc. with a total bid amount of \$373,614.33. The project includes installation of sanitary sewer main, construction of storm water conveyance piping, and asphalt overlay of existing gravel alley.

A motion was made to award the bid and agreement to Colacurcio Bros, Inc. for street and sewer improvements in the Regent Street Alley in the amount of \$373,614.33 and authorize the Mayor's signature by **Councilors Aslett/J. DeGloria**. All in favor; motion carried.

**REQUEST TO PURCHASE A NEIGHBOR HOOD RADAR TRAILER – BUDGETED IN 2017**

**Police Chief Mike Luvera** stated that three bids were received for the budgeted radar trailer. The lowest bid was just below \$10,000. The Police Department recommends purchase of the radar trailer from Stalker, Inc. in the amount of \$9,992.85. **Luvera** stated that if the order isn't made for forty-five days the City can reduced the shipping cost greatly. Discussion ensued regarding the potential use of the current radar trailer and the possibility of repurposing.

A motion was made to authorize the purchase of the Stalker SAM radar trailer at a maximum purchase price of \$9,992.85 by **Councilors Aslett/Montgomery**. All in favor; motion carried.

**DISCUSSION OF THE 2018 BUDGET & 2018 – 2023 CAPITAL IMPROVEMENT PLAN REVIEW & ADOPTION PROCESS**

**City Administrator Bryan Harrison** reviewed the proposed budget and CIP schedule for 2018. The tentative schedule includes two workshops on October 12<sup>th</sup> & October 26<sup>th</sup> beginning at 5:30 p.m. prior the regular council meetings in October. The schedule includes Public Hearings for Property Tax and Revenue resources for November 9<sup>th</sup> and November 21<sup>st</sup>. **Harrison** reviewed the CIP process and the process for the Planning Commission and the recommendation to council. **Mayor Sexton** stated that he would like council to inform him of their budget priorities for 2018 for each department prior to the workshops. Discussion followed regarding revenue resources and possible revenue sources for 2018 and the budget timeline and process. Council stated that the proposed schedule would be adequate.

August 24, 2017

**EXECUTIVE SESSION:**

No Executive Session was held.

**ADJOURNMENT:**

**Mayor Sexton** adjourned the meeting at 7:38 p.m.

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Renee Sinclair  
Director of Budget & Accounting

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Steve Sexton  
Mayor



Move to approve the attached resolution appointing the 2017 Burlington Lodging Tax Advisory Committee and authorize the Mayor to sign.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BURLINGTON, APPOINTING MEMBERS TO THE 2017  
LODGING TAX ADVISORY COMMITTEE.**

WHEREAS, the City of Burlington levies a lodging tax pursuant to Chapter 67.28 RCW;  
and

WHEREAS, an additional lodging tax was imposed on Burlington lodging establishments under Chapter 67.28 RCW, following consideration by the lodging tax advisory committee established by Resolution No. 13-97, and the membership expanded in Ordinance No. 1469 clarified in Ordinance No. 1524, No. 1569, No. 1616, No. 1703, and No. 1743 in Chapter 2.74 of the Burlington Municipal Code; and

WHEREAS, Ordinance No. 1831 further expanded the membership of the Burlington Lodging Tax Advisory Committee to include one City Council member who serves as chair and one non-voting alternate City Council member, three voting members and one alternate non-voting member representing businesses required to collect the tax, and three voting members and one non-voting alternate member representing potential recipients of lodging taxes; and

WHEREAS, there is a vacancy on the Lodging Tax Advisory Committee resulting from the resignation of the Burlington Chamber of Commerce Chief Executive Officer, who served as a voting member of the Burlington Lodging Tax Advisory Committee representing potential recipient agencies; and

WHEREAS, the Burlington Chamber of Commerce is currently recruiting for a new Chief Executive Officer and is likely that the position will not be filled until after 2018 lodging tax award recommendations have been made; and

WHEREAS, the Mayor of Burlington recommends that the interim CEO of the Burlington Chamber of Commerce, Diane Bobko, be named as a temporary voting member of the Burlington Lodging Tax Committee representing potential recipients of lodging taxes, and she has agreed to serve in this interim capacity; and

WHEREAS, the City Council having reviewed the recommendation of the Mayor, finds that the following members are qualified to serve on the Burlington Lodging Tax Advisory Committee.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BURLINGTON, WASHINGTON  
HEREBY RESOLVES, as follows:

Section 1. The following persons are appointed to serve as members of the City of Burlington Lodging Tax Advisory Committee:

<b><u>Member Category</u></b>	<b><u>Appointee</u></b>
1. Committee Chair:	Edie Edmundson, City Council Member
2. Representatives of business required to collect the tax:	Kevin Todd Dan Mitzel Charlsee "CeeCee" Parker
3. Persons involved in activities authorized to be funded:	Diane Bobko Cate Anderson Cindy Verge

4. Nonvoting Members\*:

- a. City Councilmember who shall serve as an "alternate" to the Committee Chairperson: Chris Loving
- b. Alternate representative of business required to collect the tax: Chelsea Thornton
- c. Alternate representative of entities authorized to be funded: Jon Aarstad

\*Nonvoting alternate members shall only vote in the absence of a regular voting member from the applicable category of voting membership and/or when a regular voting member from the applicable category of membership recuses him/herself.

Section 2. This resolution shall take effect immediately upon passage.

PASSED by the City Council this 14<sup>th</sup> day of September, 2017.

CITY OF BURLINGTON

\_\_\_\_\_  
Steve Sexton, Mayor

ATTEST:

\_\_\_\_\_  
Renee Sinclair, Director of Budget and Accounting

APPROVED AS TO FORM:

\_\_\_\_\_  
Leif Johnson, City Attorney

Published: 09/19/2017



ITEM #: 2

CHECK ONE:

NEW BUS. X

OLD BUS.       

## AGENDA ITEM

Council Date: September 14, 2017  
Bryan Harrison, City Administrator

Subject: Request for Refund: Cemetery / Funeral related fees

Attachments: Refund Request

Public Hearing Required: YES ( ) NO (X)

Receipt

### SUMMARY

Fees were charged for cemetery related services including grave marking and opening, urn and liner, and placement of a canopy and chairs. Unfortunately, a communication error led to lack of provision of canopy and chairs during the funeral. The family has requested refund of fees paid. A partial refund of \$50 (canopy and chair placement fee) has been made.

### RECOMMENDATION

Move to authorize refund of service related fees associated with the attached receipt, excluding the cost of goods provided (urn and liner).

## Bryan W. Harrison

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**From:** Jim Rabenstein  
**Sent:** Friday, September 01, 2017 2:11 PM  
**To:** Jennifer Berner; Renee Sinclair  
**Cc:** Bryan W. Harrison; Shelley Acero  
**Subject:** FW: Bobby Biggs Funeral - 08/11/17

Here is the request for refund letter from Steve Biggs. I have communicated at length with Steve and he understands that we are unable to refund the cost of the urn liner as that would be considered a gift of public funds. He also understands this process could take a some time. Please let me know if you need anything else from me or what the next step would be.

Just so everyone knows, several steps have been taken to assure this never happens again. If you have any questions, or would like to discuss this any further, please feel free to contact me.

**Jim Rabenstein**  
Parks Supervisor  
City of Burlington  
360-755-9649 x7805

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**From:** [boaster@frontier.com](mailto:boaster@frontier.com) [<mailto:boaster@frontier.com>]  
**Sent:** Friday, September 01, 2017 12:13 PM  
**To:** Jim Rabenstein  
**Subject:** Bobby Biggs Funeral - 08/11/17

Mr. Rabenstein,

I am writing you to request a refund for the service fees paid for the funeral of my father Bobby Biggs. My mother Pauline Biggs and myself made and paid for the service well in advance to assure that this difficult day would at least be stress free. Upon arriving at the cemetery my mother discovered that none of the preparations had be made for the service. She was also told the my fathers military Honor Guard had left because they didn't see where anything was set up for a funeral, fortunately they return to check again and saw people standing in the cemetery. Needless to say my mother, who was burying her husband of 60 years was extremely distraught and stressed over this as was our entire family. This was clearly preventable and an unneeded stress for an already difficult day. My mother was told at that time, that she would be fully reimbursed by the City because of the mistake. This would be another promise not kept by the City of Burlington if she were denied reimbursement.

I won't go into all the details because I know you are already fully aware of the circumstances.

Thank you for your consideration of this matter,

Steve Biggs  
360-941-4599

COPY

CITY OF BURLINGTON CEMETERY SERVICE

**Please note:** Information must be received by the City in written format as shown below. The City will not be responsible for any order given by telephone. Written information may be faxed to (360) 755-9565.

DATE: 7/27/2017

NAME OF DECEASED: Bobby L. Biggs

ADDRESS OF DECEASED: 1508 Willett St. Mount Vernon WA 98284

AGE: 83 MALE ☒ FEMALE ☐ SINGLE ☐ MARRIED ☒ WIDOWED ☐ DIVORCED ☐

DATE OF BIRTH: 09/16/1933

PLACE OF BIRTH (STATE): OK

DATE OF DEATH: 07/17/2017

PLACE OF DEATH (CITY): WA

NEAREST RELATIVE: Pauline Biggs

PHONE: 360-424-3704

ADDRESS: 1508 Willett St. Mount Vernon WA 98284

\*\*\*\*\*

FUNERAL DIRECTOR: Hulbush

PHONE:

DATE OF INTERMENT: 8/11/2017

CHAPEL SERVICE:

GRAVESIDE SERVICE: 1:00 PM

ARRIVAL AT CEMETERY: 12:30 PM

LINER: Standard ☒ Childs ☐ Infants ☐ Oversized ☐ VAULT: Wilbert ☐ Wilbert Way ☐

BURIAL ☐ URN ☒ COLUMBARIUM ☐ VETERAN ☐ SAT SERVICE ☐

CASKET ASSISTANCE NEEDED: ☐ YES ☒ NO

Marker Setting Fee: ☐ Pull Head Stone

OWNER/PURCHASER OF LOT: Bobby Biggs

RELATIONSHIP TO OWNER : Self

BLOCK: 217

LOT: J

SECTION: Evergreen Garden

COMPUTER #: C005574

BURIAL PERMIT #: 30-2017

CUST #: 021620

DATE OF PURCHASE: 10/8/1982

NOTE: Family will bring the URN to Cemetery @ Ft of Laurie Biggs

SEXTON SIGNATURE

*Jim Roberts*



CITY OF BURLINGTON CEMETERY SERVICE

**Please note:** Information must be received by the City in written format as shown below. The City will not be responsible for any order given by telephone. Written information may be faxed to (360) 755-9565.

DATE: 7/27/17  
NAME OF DECEASED: Bobby L. Biggs  
ADDRESS OF DECEASED: 1508 Willett St. Mt. Vernon, WA 98284  
AGE: 83 MALE ☒ FEMALE ☐ SINGLE ☐ MARRIED ☒ WIDOWED ☐ DIVORCED ☐  
DATE OF BIRTH: 09/16/1933 PLACE OF BIRTH (STATE): Elk City, Oklahoma  
DATE OF DEATH: 07/17/2017 PLACE OF DEATH (CITY): Mt. Vernon, WA  
NEAREST RELATIVE: Pauline Biggs PHONE: 360-424-3704  
ADDRESS: 1508 Willett St. Mt. Vernon, WA 98284

\*\*\*\*\*

FUNERAL DIRECTOR: \_\_\_\_\_ PHONE: \_\_\_\_\_

DATE OF INTERMENT: 8/11/17 CHAPEL SERVICE: \_\_\_\_\_

GRAVESIDE SERVICE: 1:00 ARRIVAL AT CEMETERY: 12:30

LINER: Standard ☒ Childs ☐ Infants ☐ Oversized ☐ VAULT: Wilbert ☐ Wilbert Way ☐

BURIAL ☐ URN ☒ COLUMBARIUM ☐ VETERAN ☐ SAT SERVICE ☐

CASKET ASSISTANCE NEEDED: ☐ YES ☒ NO

URN TO BE DELIVERED TO CITY HALL: ☐ YES ☒ NO

OWNER/PURCHASER OF LOT: Bobby Biggs

RELATIONSHIP TO OWNER: Self

BLOCK: 217 LOT: J SECTION: Evergreen Garden

COMPUTER #: C00574

BURIAL PERMIT #: **-2017**

CERTIFICATE OF PURCHASE #: 021620

DATE SOLD: \_\_\_\_\_

NOTES: \_\_\_\_\_

SEXTON SIGNATURE \_\_\_\_\_





### DOUBLE INURNMENT AUTHORIZATION

\*\*\*\*\*

We, the undersigned, and closest living relative(s) to the deceased, give permission for the inurnment of the cremated remains of Bobby Biggs on Block No. 217 Lot No. J, Section Evergreen Garden, of the Burlington Greenhills Cemetery.

Relationship of the deceased to person interred in the above lot Father.

Name Bobby Biggs Relationship to Owner Self

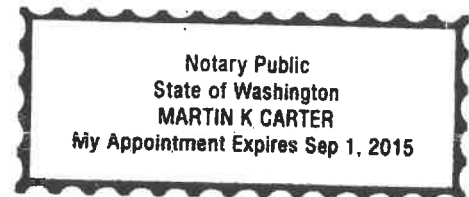
Name \_\_\_\_\_ Relationship to Owner \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this 7<sup>th</sup> day of November, 2014.

[Signature]

NOTARY PUBLIC for the State of Washington

My Commission expires: Sept 1, 2015



Notary Seal:

833 S. Spruce Street – Burlington, WA 98233  
Phone: 360-755-0531 – Fax: 360-755-9565  
Email: jenniferr@burlingtonwa.gov

# Licenses & Permits

## Renewals Proof List - Detail

User: jenniferr

Printed: 08/02/2017 - 1:16 PM

Batch: 003.08.2017



Invoice No	Tran Date	Tran Type	Name	Debit Account	Application No Credit Account	License No	Description	Amount
0007810	8/2/2017	Invoice	Bobby Biggs		0020316	C005574		\$754.17
		Liners		116-000-343-60-00-04				49.00
		Salestax		630-000-386-00-11-02				4.17
		Marker		116-000-343-60-00-02				220.00
		Opening		116-000-343-60-00-01				481.00

Deceased Bobby Biggs  
OLC, marker setting fee  
Block 217. Lot J, Evergreen Garden

Total: \$754.17

BOBBY BIGGS  
PAULINE BIGGS  
1508 WILLET ST.  
MOUNT VERNON, WA 98274-7601

19-10/1250

DATE Aug 2, 2017

PAY TO THE ORDER OF City of Burlington \$ 754.17

Seven hundred and fifty four and 17/100 DOLLARS

usbank

MEMO Pauline Biggs

⑆ 125000105⑆ 153504068948114

# Licenses & Permits

## LP-GL Distribution

User: jenniferr  
Printed: 08/02/2017 - 1:16PM  
Batch: 00003.08.2017  
JE Date: 08/02/2017



Fund	Account	Description	DR Amount	CR Amount
116 Cemetery Fund				
	116-000-343-60-00-01	Grave Openings & Closings	0.00	481.00
	116-000-343-60-00-01	Grave Openings & Closings	481.00	0.00
	116-000-343-60-00-02	Marker Settings	0.00	220.00
	116-000-343-60-00-02	Marker Settings	220.00	0.00
	116-000-343-60-00-04	Liner & Urn Sales	0.00	49.00
	116-000-343-60-00-04	Liner & Urn Sales	49.00	0.00
	Fund 116 Totals		750.00	750.00
630 Agency Fund				
	630-000-386-00-11-02	DNU Sales Tax	0.00	4.17
	630-000-386-00-11-02	DNU Sales Tax	4.17	0.00
	Fund 630 Totals		4.17	4.17
	Report Totals:		754.17	754.17

**VENDOR INFORMATION:**

VENDOR

NUMBER:

VENDOR

NAME:

Briggs Family

STREET

ADDRESS

CITY,

STATE

ZIP:

CONTACT

NAME:

PHONE #:

FAX #:

**City of Burlington  
CLAIM FOR  
PAYMENT****DEPARTMENT:****Parks & Rec****PREPARED BY:**

Jennifer Berner

**TITLE:**

Parks &amp; Rec Director

**EXTENSION #:**

7801

**DATE:**

8/22/2017

**AUTHORIZED BY:****TITLE:**

Parks &amp; Rec Director

**DATE:**

08/22/17

**FINANCE REVIEW***Examined for accuracy, adequate documentation, appropriation,  
and authorized signature by:*

Finance Staff

Date

**BARS Code**

(Click on cell - Choose from drop-down list)

\$50.00

**TOTAL AMOUNT OF THIS CLAIM:**

\$50.00

**DESCRIPTION OF EXPENDITURE**

Refund for Tent &amp; Chair Fee

**INV  
DATE****INVOICE #**

Briggs

**AMOUNT**

\$50.00

Refund of Fees

**SPECIAL HANDLING INSTRUCTIONS:**PLEASE ATTACH ORIGINAL INVOICE TO THE  
BACK OF THIS CLAIM ALONG WITH  
REMITTANCE INVOICE, STUB, OR COPY OF  
INVOICE TO INCLUDE WITH CHECK**TERMS:****Brief Description:****Date Received By Finance Department:**

City Of Burlington  
833 S Spruce St  
Burlington, WA 98238

Receipt No: 00091185  
Date: 08/02/2017

Customer:  
Bobby Biggs

Account Number:

Service Address:

Payment Received on Account Total	754.17
Payment Tendered CHECK 16114	754.17
Change	0.00

Messages / Notes:  
Deceased: Bobby Biggs  
Block 217 Lot J, Evergreen Garden

Thank you for your payment

116-000-343-60-00-04 Liners	49.00
116-000-343-60-00-02 Marker Setting Fee	220.00
116-000-343-60-00-01 Opening/Closing	481.00
630-000-336-00-11-02 Sales tax	4.17

Operator ID jenniferr



ITEM #: 3

CHECK ONE:

NEW BUS. X

OLD BUS.           

## AGENDA ITEM

---

Council Date: September 14, 2017  
Marv Pulst, Public Works Director

Subject: Bid Award: 48 inch Drum Roller – Street  
Department

Attachments: Bid Summary  
Drum Roller Specs  
Bid Response Form

Public Hearing Required: YES ( ) NO (X)

### SUMMARY

Six bids were received on August 31, 2017 for procurement of a 48" vibratory drum roller for the Street Department. Staff recommends award of bid to Van's Equipment Company located in Burlington, WA, for a total amount of \$41,228.68.

### RECOMMENDATION

Motion to award bid and authorize procurement of 48-inch drum roller from Van's Equipment Company in the amount of \$41,228.68.

**BID TABULATION- Roller Bid Opening 8-31-17 @ 11:00AM**

				Van's Equipment	NC Machinery	Modern	Pape	Sonsray	Modern(Used)
Item No.	Item Description	Quantity	Unit						
1	New Roller	1	LS	\$ 37,998.78	\$ 38,912.82	\$ 39,995.00	\$ 42,500.00	\$ 47,153.00	
2	Used roller	1	LS						\$ 36,995.00
	<b>Sales tax 8.5%</b>			\$ 3,229.90	\$ 3,307.59	\$ 3,399.58	\$ 3,612.50	\$ 4,008.01	\$ 3,144.58
	<b>Project Total Bid</b>			\$ 41,228.68	\$ 42,220.41	\$ 43,394.58	\$ 46,112.50	\$ 51,161.01	\$ 40,139.58





**WACKER  
NEUSON**  
*all it takes!*

**RD24**

Compact Roller

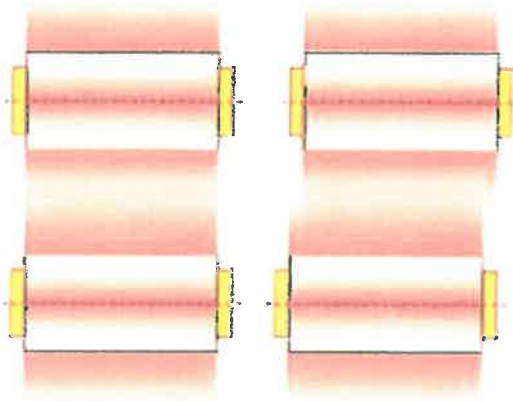


### Perfect **ride** – **all** it takes to performance

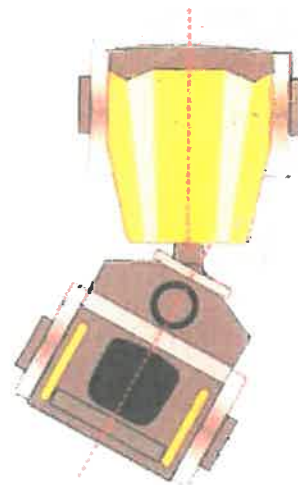
Due to the specially tapered design of the articulated joint, the drum edges, the machine environment and the job site. This ensures ideal compaction results. The ergonomic operator's platform, the vibration-reduced driver's cabin and the 3-point articulated joint provide for maximum driving comfort. Drum diameter 1016 mm, drum width 610 mm, drum speed 10.5 km/h.

- Three model version available: Tandem-axle roller with two vibrating drums; combination roller with vibrating front drum with pneumatic rear tires; vibrating front drum with oscillating rear drum
- Vibration and oscillation can be adjusted in two levels
- ROPS (Roll Over Protective Structure) can be folded back for transport
- **Large drum diameter** – **low front of gravity** – **high contact** for better results, safety and a smoother ride
- **Large drum diameter** combined with **low machine front of gravity** ensure excellent compaction quality.

### Front view



### Side view – pendulum joint



**ONE NEW OR USED (<500 HRS)  
48 Inch Vibratory Double Drum Roller**

**CITY OF BURLINGTON  
BID RESPONSE FORM**

Company Name Van's Equipment Co.

Company Address 212 County Shop Lane  
Burlington, Wa. 98233

Company Representative Greg Van Zandt

Contact Number(s) (360) 421-3602

Company e-mail VanZandtG@gmail.com

Equipment Description New Wacker-Neuson RD 28-120 48" roller

Submit Sealed Bid Before 11:00 AM August 31, 2017

FOB Delivery Point: Burlington Street Department  
951 S. Section St.  
Burlington, WA 98233

Make and Model Offered Wacker-Neuson RD28-120

Unit Cost: \$ 37,998.78

Sales Tax: \$ 3,229.89

TOTAL: \$ 41,228.67

Motion to approve the interlocal agreement with Skagit County for Library Services Allocation and authorize the Mayor's signature.

## **INTERLOCAL COOPERATIVE AGREEMENT FOR LIBRARY SERVICES**

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

This Agreement is based upon the following facts and circumstances:

- The County does not, nor is it required by statute to provide general library services to the citizens residing in unincorporated Skagit County.
- Historically, the City has provided library services to residents and nonresidents alike.
- Non-residents are required to pay a fee for library services.
- Due to increasing competition for funding and increasing library usage, the City is having difficulty providing services to residents and non-residents.
- The County, in 2016, has made funding available for a portion of the costs to provide services to non-resident users of libraries located within the City.

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

1. During 2017 the County will provide the City a total sum of \$6,671 to assist in providing library services to the citizens of unincorporated Skagit County. The sum will be distributed to the City based upon the library book, audio, film, video and subscription collection and circulation of each municipal library.
2. None of the County funds received by the City may be used to supplant funding that the City would otherwise provide for library services.
  - 2.1 The City must provide documentation that non-resident library users pay at least \$10 per library card.
  - 2.2 Funds distributed to the City must be used to purchase materials for circulation that will benefit non-resident library users.
3. It is agreed that any portion not used for its intended purpose will be returned to the County within a reasonable time period after the close of the fiscal year.
4. All assets acquired as a result of this funding will become the property of the City. The City will be responsible for all aspects of library operation.

5. Administration: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
  - 5.1 The County's representative shall be the Budget and Finance Director.
  - 5.2 The City's representative shall be the Library Director.
6. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
7. Changes, Modifications, Amendments and Waivers: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
8. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
9. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
10. The term of this agreement is the date of execution through December 31, 2017.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF BURLINGTON**

\_\_\_\_\_  
Steve Sexton, Mayor

ATTEST:

\_\_\_\_\_  
Clerk, City of Burlington

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney, City of Burlington

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

\_\_\_\_\_  
Lisa Janicki, Chair

\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

Attest:

\_\_\_\_\_  
Ron Wesen, Commissioner

\_\_\_\_\_  
Clerk of the Board

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

Recommended:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Department Head

Approved as to form:

\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

\_\_\_\_\_  
Risk Manager

Approved as to budget:

\_\_\_\_\_  
Budget & Finance Director





ITEM #: 5

CHECK ONE:

NEW BUS. X

OLD BUS.       

## AGENDA ITEM

Council Date: September 14, 2017 Subject: Accela Springbrook Upgrade & Additional Modules;  
Renee Sinclair, Director of Budget & Upgrade to current version and purchase  
Accounting Requisition, Inventory Control, Fixed Assets, and  
Employee Self Service Modules

Attachments: Accela Quote for Upgrade Public Hearing Required: YES ( ) NO (X)  
Summary of Cost  
      

### SUMMARY

The City is currently using Springbrook Version 7.15 which was distributed in 2013. Many of the challenges the City has dealt with in the last two years were due to limitations in 7.15; specifically the import/export routines for Utility Billing and challenges in processing timesheets for payroll. Other enhancements include improved, customizable reporting for all modules and improved query functions for customer service and general ledger.

The City will be transitioning to Governmental Accounting Standards Board compliant accounting, what is referred to as "GAAP" accounting by the State Auditors Office. To be GASB compliant the City must develop and maintain a fixed asset depreciation schedule (including the infrastructure). We also must encumber the budget (set aside the purchase amount) when we place orders for services or merchandise.

The City purchased the Springbrook Purchase Orders module in 2013, however it was not implemented because the module could not support cash-basis accounting. Issuing a Purchase Order using this module will properly encumber the budget. The Requisition module is integrated with the Purchase Order module. The Requisition module and the Purchase Order module will be setup in compliance with the City's Procurement Ordinance adopted in March 2016 – each step of a purchase will require appropriate authorization. The Purchase Order module is integrated with the Accounts Payable, Inventory Control and Fixed Asset modules. When the City issues a Purchase Order for supplies for Buildings & Grounds the appropriate entries will be generated in Accounts Payable and Inventory Control. When the City issues a Purchase Order for a capital asset (vehicle for example), the appropriate entries will be generated in Accounts Payable, Inventory Control (for insurance property listings), and Fixed Assets (for depreciation).

The Inventory Control module will track small and attractive assets, such as cell phones, tablets, laptops, and desktop computers, as well as supplies and materials inventories for Buildings & Grounds and the Sewer and Parks departments.

The Employee Self Service module will provide browser-based access for all employees to self-administer change of address and contact information, make leave requests, review their leave accruals, and complete changes in benefits requests or notifications. The most important feature of Employee Self Service is digital time entry. Each employee will be able to simply log into Springbrook and enter his or her hours worked – there will be no need for paper time sheets or paper leave requests. Appropriate authorization and approval controls for overtime and leave time are built-in to the processing within the Employee Self Service module.

#### **RECOMMENDATION**

Motion to approve the quote from Accela which includes the Premise Upgrade from 7.15 – 7.18 and additional modules: Online Employee Self Service, Inventory Control, Fixed Assets and Requisitions and authorize the Mayor’s signature on applicable documents.



# **Premise Upgrade from 7.15 to 7.18 - Plus Additional Modules: Online Employee Self Service, Inventory Control, Fixed Asset and Requisitions with workflow.**

**Burlington, WA**

***Proposed By:***

Janet Peterson  
Account Manager F&A  
jpeterson@accela.com

***Proposal Date:***

September 1, 2017

***Proposal Expiration Date:***

November 21, 2017

## Proposed Products and Services

### License

SKU Code	Product Name	Description	Qty	Sales Price	Total Price
LC80CINVTRY101	F&A Inventory	Applications and features licensed includes: • Inventory Control	1	USD 3,000.0000	USD 3,000.00
LC80CFXDASTT201	F&A Fixed Assets	Applications and features licensed includes: • Fixed Assets	1	USD 2,500.0000	USD 2,500.00
LC80CREQWFLT201	F&A Requisitions w/Workflow	Applications and features licensed includes: • Requisitions • Requisition Approval • Electronic Workflow Approvals	1	USD 2,500.0000	USD 2,500.00
LC80CEMPSVCT201	F&A Employee Self Service	Applications and features licensed includes: • Online Employee Self-Service Portal	1	USD 2,500.0000	USD 2,500.00
<b>License Total:</b>					<b>USD 10,500.00</b>

### Maintenance

SKU Code	Product Name	Description	Qty	Sales Price	Total Price
MI80CINVTRY0001	F&A Inventory Maintenance and Support		1	USD 600.0000	USD 600.00
MI80CFXDAST0001	F&A Fixed Assets Maintenance and Support		1	USD 500.0000	USD 500.00
MI80CPURWFL0001	F&A Purchasing w/ Workflow Maintenance and Support		1	USD 8,420.0000	USD 8,420.00
MI80CREQWFL0001	F&A Requisitions w/ Workflow Maintenance and Support		1	USD 500.0000	USD 500.00
MI80CEMPVC0001	F&A Employee Self Service Maintenance and Support		1	USD 500.0000	USD 500.00
<b>Maintenance Total:</b>					<b>USD 10,520.00</b>

### Service

SKU Code	Product Name	Description	Qty	Sales Price	Total Price
SV80PMTT02TM001	Delivery SMG Project Management	Project Management Services are delivered on a time and material bases. The number of hours to complete these services is an estimate only. If additional hours are required a mutually agreed upon change order will be executed between the parties.	9.00	USD 175.0000	USD 1,575.00
SV80F&AAMUGAO001	Annual Maintenance - Upgrade Support Add-On		1	USD 7,000.0000	USD 7,000.00
SV80F&AT02TM001	Delivery SMG Finance & Admin	Implementation Services are delivered on a time and material bases. The number of hours to complete these services is an estimate only. If additional hours are required a mutually agreed upon change order will be executed between the parties.	134.00	USD 150.0000	USD 20,100.00



SKU Code	Product Name	Description	Qty	Sales Price	Total Price
SV80CONT02TM001	Delivery SMG Data Conversion	Data Conversion Delivery Services are delivered on a time and material bases. The number of hours to complete these services is an estimate only. If additional hours are required a mutually agreed upon change order will be executed between the parties.	15.00	USD 195,000.00	USD 2,925.00
Service Total:					USD 31,600.00

Grand Total	USD 52,620.00
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## Product Breakdown and Financial Roll-Up

### Recurring Costs

Product Type	Total	Payment Terms
Maintenance	USD 10,520.00	100% due on contract signing, annually thereafter

### Non-Recurring Costs

Product Type	Total	Payment Terms
Service	USD 31,600.00	Monthly as incurred
License	USD 10,500.00	100% due on contract signing

## Products and Services Detailed Descriptions

Product Name	PD Hours	Professional Services Description	CD Hours	Conversion Services Description
<b>Delivery SMG Project Management</b>				
<b>Annual Maintenance - Upgrade Support Add-On</b>				
<b>Delivery SMG Finance &amp; Admin</b>				
<b>Delivery SMG Data Conversion</b>				
<b>F&amp;A Inventory</b>	18	Professional Services includes: • Implementation Consultant • Project Manager • Configuration & Application Training • Go-live Assistance • Best Practice and Standard Application configurations	8	The following Conversion Services are included:• Inventory Item Masters• Current Item Quantities and Average CostThe conversion services provided are template conversions. The client is responsible for extracting and populating data into the provided conversion templates.
<b>F&amp;A Fixed Assets</b>	28	Professional Services includes: • Implementation Consultant • Project Manager • Configuration & Application Training • Parallel Processing & Testing Assistance • Go-live Assistance • Best Practice and Standard Application configurations	16	The following Conversion Services are included:• Fixed Asset Masters• Summarized Life-to-Date Accumulated DepreciationThe conversion services provided are template conversions. The client is responsible for extracting and populating data into the provided conversion templates.
<b>F&amp;A Requisitions w/Workflow</b>	18	Professional Services includes: • Implementation Consultant • Project Manager • Configuration & Application Training • Go-live Assistance • Best Practice and Standard Application configurations	0	No Conversion Services are offered or available with this product.
<b>F&amp;A Employee Self Service</b>	18	Professional Services includes: • Implementation Consultant • Project Manager • Configuration & Application Training • Go-live Assistance • Best Practice and Standard Application configurations	0	No Conversion Services are offered or available with this product.



## Additional Information

### Definitions

**Masters:** static information and data, based on a single individual or entity. An example of a Master file is Customer, Employee or Vendor contact information.

**History:** Information that is updated or added on a regular basis that is tied to a Master File. An example of History includes Checks, Billings or Receipts.

### Client Requirements

Client must perform all data extraction from their legacy system and populate then current Standard Templates. Standard Templates and field listings are available for review by client upon request.

Client must validate the accuracy of data. Data in legacy system which is incorrect or does not balance will need to be altered by Client, or incorrect results will be carried through to new system.

Client must provide data according to the schedule mutually agreed upon with Project Manager, or project may incur changes to schedule or additional fees. Client must provide field descriptions and/or definitions for data that is being extracted from the legacy system.

Client is responsible for travel costs in accordance with Vendor's customer travel policy.

### Vendor Requirements

Vendor will provide the base for the Accela Finance & Administration application. The base for the Finance & Administration application includes System Setup, General Ledger Shell, Cash Receipts Shell, and Clearing House. The base is included in all purchases.

Vendor will evaluate data provided from client to ensure that all required fields have been populated, that the formats provided meet the necessary criteria, and the limitations of field ranges.

Vendor will provide consulting services to assist client in analyzing whether data inputs meet criteria specified, and assist in testing to validate inputs are converted correctly to the Vendor System.

Vendor will provide a secure method for electronic data transmission.

Vendor will ensure that all data provided in finalized templates are converted correctly into the corresponding fields or tables within the applications.

Once Client has offered final approval of data sets, Vendor will provide three (3) data conversions into the Live UB System and one (1) data conversion into the Live system for all other Applicable as specified on table above.

### Limitations of Conversions Services

Unless otherwise specified and agreed to, Vendor will not consult on or assist in the removal of data from Client legacy system.

Vendor cannot convert data from a legacy system which is not available in a corresponding field.

Vendor cannot convert data into fields which exceed the maximum database field limitations.

The services listed above do not include consulting or data manipulation for the purpose of supplying the Client with information the Client didn't previously have access to.

Data requested to be converted after agreed to live conversion will be considered out of scope, and will require a change order, and be subject to additional fees.

All current templates and field listings are available on the Vendor website, and included herein by reference.

# Summary of Accela Finance Administration (Springbrook) New Module Costs and Estimated Upgrade Project Costs

<u>License - New Modules</u>		\$ 10,500.00
F & A Inventory Control	\$ 3,000.00	
F & A Fixed Assets	\$ 2,500.00	
F & A Requisitions w/Workflow	\$ 2,500.00	
F & A Employee Self Service	\$ 2,500.00	

<u>Maintenance &amp; Support - New Modules (Annual)</u>		\$ 10,520.00
F & A Inventory Control	\$ 600.00	
F & A Fixed Assets	\$ 500.00	
F & A Purchasing w/Workflow	\$ 8,420.00	
F & A Requisitions w/Workflow	\$ 500.00	
F & A Employee Self Service	\$ 500.00	

<b>Total Due at Contract Signing</b>	<b><u>\$ 21,020.00</u></b>
--------------------------------------	----------------------------

<u>Upgrade Costs - Estimated</u>	<u>Estimated Hours</u>	
(actual hours will be billed monthly)		
Upgrade Project Management	9	\$ 1,575.00
Upgrade Implementation	134	\$ 20,100.00
Upgrade Data Conversion (7.15 to 7.18)	15	\$ 2,925.00
Upgrade Annual Maintenance & Support		\$ 7,000.00
<b>Total Estimated Upgrade Costs</b>		<b><u>\$ 31,600.00</u></b>

<b>Total Estimated Costs for Completed Upgrade</b>	<b><u>\$ 52,620.00</u></b>
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Move to approve the agreement with Gray & Osbourne for Construction Management Services related to the Regent Street Alley Project in the amount of \$20,700 and authorize the Mayor's signature.

CONTRACT NO. \_\_\_\_\_

DEPARTMENT: Public Works-Sewer

FEDERAL TAXPAYER I.D. 91-1080331

CONSULTANT: Gray & Osborne, Inc.

SERVICES PROVIDED: Construction Engineering Services for Regent Street Alley Sewer and Storm Improvements

AMOUNT: \$20,700.00

FUND SOURCE: Storm, Sewer Engineering

DURATION: FROM: September 14, 2017

TO: December 31, 2017

## **AGREEMENT**

THIS AGREEMENT made and entered into on this 14<sup>th</sup> day of September, 2017, by and between the *CITY OF BURLINGTON*, (hereafter referred to as the "City"), and **Gray & Osborne, Inc.**, (hereafter referred to as "Provider").

### **WITNESSETH:**

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

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

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

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

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

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

1. WORK AND/OR SERVICES TO BE PROVIDED BY THE PARTIES:
  - a. The Provider shall complete in a satisfactory and proper manner, as determined by the City, the work and/or services described in "Exhibit A, B-1 & B-2", Scope of Work and/or Services of Provider, which is attached hereto and incorporated herein by reference.
  - b. The City will provide such assistance and guidance to the Provider as may be required to support the objectives of this Agreement and additional duties as outlined in "Exhibit A, B-1 & B-2", Scope of Work and/or Services of City, which is attached hereto and incorporated herein by reference.

2. **TIME OF PERFORMANCE:**

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

3. **CONSIDERATION:**

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

The sums billed to the City shall not exceed the total sum of \$20,700.00. Provider shall bill the City of Burlington monthly by way of itemized invoices for the services rendered under this Agreement and in accordance with the Schedule of Rates depicted in Exhibit "B-1 and B-2". Any deposits paid by the City in advance shall be offset against amounts billed, and shall be reflected in the Provider's invoice.

4. **RELATIONSHIP:**

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

5. **SUSPENSION, TERMINATION, AND CLOSE OUT:**

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

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

6. **CHANGES, AMENDMENTS, MODIFICATIONS:**

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

7. **REPORTS AND INFORMATION:**

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

**8. AUDITS AND INSPECTIONS:**

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

**9. DEFENSE & INDEMNITY AGREEMENT:**

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

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

**10. NO THIRD-PARTY BENEFICIARIES:**

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

**11. PROOF OF INSURANCE:**

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

The Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which

may arise from or in connection with the performance of work hereunder by the Provider, its agents, representatives, or employees.

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

*Subcontractors:*

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

12. EQUAL OPPORTUNITY EMPLOYER:

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

13. GOVERNING LAW:

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

14. VENUE AND JURISDICTION:

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

15. SEVERABILITY:

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions or application which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

16. WAIVER:

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

17. ENTIRE AGREEMENT:

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

18. COUNTERPARTS:

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

19. SUCCESSORS AND ASSIGNS:

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

20. HEADINGS:

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

21. NOTICES:

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

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

With additional copies to:

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

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

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



**AUTHORITY**

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

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

**CITY OF BURLINGTON**

**PROVIDER:**

By: \_\_\_\_\_  
Steve Sexton  
Mayor

By: \_\_\_\_\_  
Gray & Osborne, Inc  
Tax ID Number: 91-1080331  
UBI Number: 600 211 819

\_\_\_\_\_  
Marv Pulst, P.E.  
Public Works Director

\_\_\_\_\_  
Renée C. Sinclair, CPFO  
Director of Budget & Accounting

Approved As To Form

\_\_\_\_\_  
Leif Johnson  
City Attorney

# **EXHIBIT “A”**

## **SCOPE OF ENGINEERING SERVICES**

### **CITY OF BURLINGTON REGENT STREET ALLEY SEWER AND STREET IMPROVEMENTS CONSTRUCTION SERVICES**

This scope of work provides for construction management support services related to the City of Burlington’s 2017 Regent Street Alley Sewer and Street Improvements Project. The following construction management service tasks will apply for both “Schedule A” and “Schedule “B” of the project.

#### **Task 1 – In-Office Support Services**

Objective: Provide in-office support for submittal review and to address and respond to questions and concerns during construction:

- Provide submittal review of products and techniques for compliance with contract requirements.
- Respond to contractors and City of Burlington’s questions and concerns during construction, and RFI’s.
- Prepare drawings/exhibits as required to clarify design/construction issues or address change orders.
- Process progress pay estimates.

#### **Task 2 – Construction Meetings**

Objective: Attend on-site meetings during construction.

- Coordinate and attend construction meetings on site, including one pre-construction meeting.

#### **Task 3 – Record Drawings**

Objective: Document the final project as constructed with any modifications from the original design.

- Prepare record drawings based upon the contractor’s and inspector’s markups and field observations during inspection.
- Provide an electronic copy of record drawings in PDF format.

#### **Tasks by Others**

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

#### **Budget**

The maximum amount payable to the Engineer for completion of all work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs, and net fee shall be as shown in the attached Exhibits “B-1” and “B-2.”

## EXHIBIT "B-1"

### ENGINEERING SERVICES SCOPE AND ESTIMATED COST

#### *REGENT STREET ALLEY SEWER AND STREET IMPROVEMENTS*

Tasks	Project Manager Hours	Civil Eng. Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
<b>Schedule A - Sewer Improvements</b>			
<b>Task 1 - In-Office Support Services</b>			
Pre-Construction Conference	2	2	
Submittal Review	8	8	
Respond to RFIs	6	8	
Prepare Change Orders	4	4	2
Progress Payments	4	2	
<b>Task 2 - Construction Meetings</b>			
Construction Progress Meetings	4	2	
<b>Task 3 - Record Drawings</b>			
Final Inspection	4		
Recommendation of final acceptance	2		
Record Drawings	4	4	12
Hour Estimate:	38	30	14
Fully Burdened Billing Rate Range:*	\$106 to \$184	\$96 to \$126	\$42 to \$120
Estimated Fully Burdened Billing Rate:*	140	100	100
Fully Burdened Labor Cost:	\$5,320	\$3,000	\$1,400

Total Fully Burdened Labor Cost: \$9,720

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$200

Printing \$40

**TOTAL ESTIMATED COST: \$9,960**

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

## EXHIBIT "B-2"

### ENGINEERING SERVICES SCOPE AND ESTIMATED COST

#### *REGENT STREET ALLEY SEWER AND STREET IMPROVEMENTS*

Tasks	Project Manager Hours	Civil Eng. Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
<b>Schedule B - Street and Stormwater Improvements</b>			
<b>Task 1 - In-Office Support Services</b>			
Pre-Construction Conference	2	2	
Submittal Review	10	10	
Respond to RFIs	8	8	
Prepare Change Orders	4	4	2
Progress Payments	4	2	
<b>Task 2 - Construction Meetings</b>			
Construction Progress Meetings	4	2	
<b>Task 3 - Record Drawings</b>			
Final Inspection	4		
Recommendation of final acceptance	2		
Record Drawings	4	4	12
Hour Estimate:	42	32	14
Fully Burdened Billing Rate Range:*	\$106 to \$184	\$96 to \$126	\$42 to \$120
Estimated Fully Burdened Billing Rate:*	140	100	100
Fully Burdened Labor Cost:	\$5,880	\$3,200	\$1,400

Total Fully Burdened Labor Cost: \$10,480

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate)	\$	200
Printing	\$	60

**TOTAL ESTIMATED COST: \$10,740**

\*

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



ITEM #: 7

CHECK ONE:

NEW BUS. X

OLD BUS.       

## AGENDA ITEM

Council Date: September 14, 2017 Subject: Reorganization of Information Technology  
Bryan Harrison, City Administrator Department Positions to Reflect Existing Duties and  
Responsibilities

Attachments: Information Systems Technician Job Description Public Hearing Required: YES ( ) NO (X)

### SUMMARY

The IT Department is currently staffed by an Information Technology Manager and an Information System Technical Assistant (Salary Schedule Range 26). The Information Technology Manager, Human Resources Manager, and City Administrator reviewed the job duties and responsibilities currently performed by Information Technology Department staff. The position of Information System Technical Assistant no longer responds to the demands and responsibilities of the IT Department. As a result, the employee filling the position of Information System Technical Assistant is performing duties and responsibilities more closely identified within the Information System Technician position description (Salary Schedule Range 36).

Implementing an IT Department personnel structure that includes the positions of Information Technology Manager and Information System Technician more adequately reflects existing duties and responsibilities, and the compensation of comparable positions.

The annual fiscal impact of this reorganization/reassignment (including salaries, benefits, payroll taxes and ancillary costs is approximately \$12,000)

### RECOMMENDATION

Move to authorize the Mayor to appoint the current incumbent filling the Information System Technical Assistant position within the IT Department to the position of Information System Technician, and further make said change effective upon a date determined following consideration of the time that the current incumbent has been performing duties associated with the higher position.

CITY OF BURLINGTON  
Job Description – Information Systems Technician

**JOB TITLE:** Information Systems Technician  
**DEPARTMENT:** Information Technology Services  
**CLASSIFICATION:** FLSA Non-exempt, Non-union position  
**LAST UPDATED:** 09/01/2017  
**REPORTS TO:** IT Manager  
**WAGE RANGE:** \$5,126.84 - \$5,770.31 (2017 Salary Schedule)

**SUMMARY:**

Under the direction of the IT Manager this position supports the various City of Burlington Departments by providing software and hardware technical support and assistance to the users of the City's computer systems. The support and assistance includes, but is not limited to, desktops, laptops, servers, networking equipment, door control security, cell phones, email, network security, and VoIP phone systems.

**ESSENTIAL FUNCTIONS:**

*Essential and other important responsibilities and duties may include, but are not limited to, the following:*

- Provides user orientation and policy training to all users.
- Administers users and computers active directory profiles, groups, and security setups.
- Installs software applications and desktop operating systems.
- Maintains all user computers, printers, cell phones, laptops, and miscellaneous IT equipment for the City's network.
- Manages and administers the Library Linux Evergreen OPAC application and Ubuntu Linux operating system servers and computers.
- Operates, manages, and administers the City Microsoft Hyper-V servers and virtual machines both Microsoft and Linux.
- Manages document and IT support policies, processes, standards, and documentation.
- Performs detailed documentation of networking, server, and computer systems, including, but not limited to, laptops, cell phones, desk top phones, printers, and miscellaneous IT equipment.
- Administers and manages servers, laptops, and user computer end point security including operating system updates and application security updates.
- Administers and manages server and computer backups and platform images, including all the supported operating systems and applications.
- Maintains ISO images of City software applications and assists with disaster recovery planning and execution.
- Installs and supports the City's security camera systems, including video servers, video management and recording software.
- Provides training and support to users on video playback and storage.
- Promotes excellent external and internal customer service.
- Must have excellent verbal and written communication skills.
- Participates in developing efficient strategies to streamline existing work processes.
- Must be able to exercise discretion regarding confidential personal information that the position provides access to, and prevent such information from being disclosed.

**PERIPHERAL FUNCTIONS:**

- Other duties as assigned by the IT Manager.

CITY OF BURLINGTON  
Job Description – Information Systems Technician

**SKILLS, KNOWLEDGE AND ABILITIES:**

**Knowledge/Abilities Required:**

- Ability to manage tasks, time, projects, and priorities.
- Ability to self-train in new technologies.
- Ability to accurately report work activities and document in detail IT configurations and processes.
- Ability to work effectively with the end user community while at the same time maintaining IT security and processes.
- Knowledge of current Microsoft desktop applications, Microsoft desktop systems, Microsoft server operating systems, Linux Ubuntu servers, and Linux desktop operating systems.
- Knowledge of all computer peripherals, networking standards and protocols, and network security concepts.
- Systems administrator working knowledge of layer two and layer three networking, networking security, server and computer hardware and software.
- Working knowledge of network communications including routing, VLAN's, IP configurations, WiFi, wireless bridges, and fiber communications technologies.
- Knowledge of VoIP telecommunications.
- Ability to support user phone configurations and user voicemail.
- Knowledge of cell phone telecommunications and Android operating systems.
- Ability to effectively communicate and problem solve with the IT Manager by way of written reports and verbal discussions.
- Ability to work independently and have strong organizational skills.
- Ability to perform complex troubleshooting to a comprehensive resolution.
- Ability to work with vendor technical support, log and report results to the IT Manager.
- Ability to clearly provide instructions to staff regarding IT policies and operational functions of hardware and software systems.
- Ability to drive between City work locations in City vehicle.
- Ability to work outdoors when required.
- Ability to work on both ladders and boom trucks if necessary.
- Ability to work on fiber communications when required.
- Ability to back fill the IT Manager duties when assigned.

**EDUCATION AND EXPERIENCE:**

- Bachelor Degree in Computer Science or related field preferred.
- Four (4) years of increasingly responsible experience in providing administrative and technical to end users, administrative and technical support with servers and networking.
- Requires successful results of a CJIS criminal background check.
- A valid Washington State driver's license and a driving record acceptable to the City's insurance carrier.

**WORKING CONDITIONS:**

This is an FLSA Non- Exempt position. Work is generally completed on a regularly scheduled basis; the normal workweek is based on a schedule of 8:00 AM to 5:00 PM, Monday through Friday, forty (40) hours per week. The ability to work on-call and after hours when necessary is a requirement of this position.

CITY OF BURLINGTON  
Job Description – Information Systems Technician

The principle duties of this job are performed in an office environment. This position is performed frequently sitting at a desk, table or computer workstation.

**PHYSICAL REQUIREMENTS:**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

While performing the duties of this job, the employee is regularly required to sit and use hands to handle or feel objects, tools, or controls. The employee is frequently required to talk or hear. The employee is required to stand, walk, reach with hands and arms; stoop, kneel, crouch, or crawl. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

**ESSENTIAL PHYSICAL ABILITIES:**

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to discern verbal instructions and communicate effectively on the telephone and in person.
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to comprehend written work instructions; and comprehend, prepare, review, and evaluate written documents and text material.
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to use operate a computer and use various office equipment.
- Sufficient personal mobility, flexibility, and physical reflexes, with or without reasonable accommodation, which permits the employee to drive to various locations.

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The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak workload periods or otherwise to balance the workload. The City of Burlington is an Equal Opportunity Employer.

Employee signature below constitutes employee's understanding of the requirements, essential functions, and duties of the position.

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Employee Signature

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Date





ITEM #: 8

CHECK ONE:

NEW BUS. X

OLD BUS.       

## AGENDA ITEM

Council Date: September 14, 2017  
Bryan Harrison, City Administrator

Subject: Association of Washington Cities Regional Meeting:  
Burlington City Council Chambers, November 2,  
2017

Attachments: AWC Regional Meeting Agenda  
        
      

Public Hearing Required: YES ( ) NO (X)

### SUMMARY

The Association of Washington Cities will be conducting regional meetings with city Mayors, Council members and staff in October and November of 2017. The regional meeting for the northwestern portion of the state will be held in the Burlington Council Chambers on Thursday November 2, 2017. The meeting starts at 5:45 PM and is scheduled to adjourn at 8:00 PM. An agenda is attached for your reference. Preregistration is required. Please let Brittany and/or Bryan know if you would like to attend, and we can register for you.



# Regional Meeting Agenda

Burlington Council Chambers  
November 2, 2017

- |                       |  |
|-----------------------|--|
| <b>5:45 – 6:15 pm</b> | <b>Check-in, registration, dinner</b>  |
| <b>6:15 – 6:25 pm</b> | <b>City welcome and remarks from your AWC Board representative</b>   |
| <b>6:25 – 6:35 pm</b> | <b>AWC update – How AWC is meeting our mission of serving cities through advocacy, education and services.</b><br>AWC's CEO will review AWC's work and highlight the opportunities cities have to maximize your membership.<br><i>Peter King, AWC Chief Executive Officer</i>  |
| <b>6:35 – 6:45 pm</b> | <b>MRSC update</b><br>MRSC will highlight their latest happenings and how they can help your city.<br><i>MRSC staff</i>  |
| <b>6:45 – 7:10 pm</b> | <b>Key issues discussion</b><br>This is your opportunity to share your thoughts and experiences about key issues facing cities. Come prepared to have a robust discussion with your fellow city officials.   |
| <b>7:10 – 7:50 pm</b> | <b>AWC's 2018 Legislative strategy</b><br>The time to engage legislators and educate them about what cities need is now! Understand AWC's 2018 legislative priorities and catch our lobbyists' early predictions of what's in store for cities. This is your time to share your thoughts on priorities and key issues, what you're hearing from legislators, and your experiences in using AWC's advocacy tools and resources. |
| <b>7:50 – 8 pm</b>    | <b>Closing remarks, Q&amp;A and adjourn</b>  |