

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
7:00 p.m. October 12, 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, Morrison, Moser, Peterson, Pulst, Rabenstein, Schwetz, Sinclair, Toth, Ward, Yengoyan

MINUTES: City Council Meeting September 28, 2017

AUDIT OF BILLS:

PUBLIC COMMENTS:

COUNCIL COMMENTS:

MAYOR'S UPDATE:

PROCLAMATION:

SPECIAL PRESENTATION: Jennifer Rancourt, Public Defense Assessor and Michael Laws, Mountain Law, LLC –“Public Defense Update”

OFFICERS REPORTS: TBD

UNFINISHED BUSINESS:

CONSENT AGENDA:

NEW BUSINESS:

- 1) **Public Hearing** Ordinance allowing Planning Commission to set their own meetings times and preliminary approval of updated zoning and comprehensive plan maps.
- 2) Fiber services Inter-local agreement with Mount Vernon.
- 3) Agreement with Gray & Osborne Engineering Services
- 4) Agreement with ARC Architects for Building Assessments.
- 5) Request by Hub City Church to close a portion of North Regent Street between E. Fairhaven Avenue and E. Victoria Avenue for a Fall Carnival on October 31, 2017

FUTURE WORKSHOP:

- 1) **Budget Workshop – October 12, 2017 5:30 PM**
- 2) **Budget Workshop – October 26, 2017 5:30 PM**

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

ADJOURNMENT:

MEETING

1) <u>PUBLIC SAFETY COMMITTEE:</u>	Tuesday October 10, 2017 4:00 PM Public Safety Building, 311 Cedar Street
2) <u>HISTORICAL PRESERVATION BOARD:</u>	Tuesday October 10, 2017 5:00 PM Parks & Recreation, 900 E Fairhaven Ave
3) <u>AUDIT & FINANCE COMMITTEE:</u>	Thursday October 12, 2017 4:00 PM Council Chambers, 833 S Spruce St
4) <u>PUBLIC WORKS COMMITTEE:</u>	Tuesday October 17, 2017 4:00 PM Engineering Conference Room, 833 S Spruce St
5) <u>SKAT BOARD:</u>	Wednesday October 18, 2017 1:00 PM Council Chambers, 833 S Spruce St
6) <u>PLANNING COMMISSION:</u>	Wednesday October 18, 2017 7:00 PM Council Chambers, 833 S Spruce St

October 2017

October 2017

November 2017

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

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

Oct 1 - 7

Oct 8 - 14

Oct 15 - 21

Oct 22 - 28

Oct 29 - Nov 4

November 2017

November 2017

December 2017

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		

Su	Mo	Tu	We	Th	Fr	Sa
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
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31						

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26	27	28	29	30	Dec 1	2

Oct 29 - Nov 4

Nov 5 - 11

Nov 12 - 18

Nov 19 - 25

Nov 26 - Dec 2

Kristen Morrison

1

10/5/2017 8:04 AM

September 28, 2017

CALL TO ORDER:

Mayor Steve Sexton called the meeting to order at 7:02 PM, with the Pledge of Allegiance. Council members present: Bill Aslett, Tonya Bieche, Joe DeGloria, Edie Edmundson, Chris Loving, and Ted Montgomery. Staff present: Jennifer Berner, Bryan Harrison, Brad Johnson, Brittany Johnson, Leif Johnson, Michael Luvera, Kristen Morrison, Marv Pulst, Renee Sinclair.

MINUTES:

A motion was made to approve the minutes of the September 14, 2017 council meeting by **Councilors Loving/J. DeGloria**, with the addition of the description of the Community Aviation day, as communicated by **Councilor Bieche**. All in favor; motion carried.

AUDIT OF BILLS:

A motion was made by **Councilors J. DeGloria/Bieche** to approve Accounts Payable checks numbered 5725 – 5560 in the amount of \$405,219.60; and September 15 payroll checks numbered 37011 – 37027 in the amount of \$32,419.53. All in favor; motion carried.

PUBLIC COMMENTS:

No Public Comments.

COUNCIL COMMENTS:

Councilor Edmundson discussed 2018 Lodging Tax Committee funds, stating that funds were awarded to 16 recipients, with details of the awards to be disclosed on the November 9 council meeting.

Councilor Aslett discussed **Mayor Steve Sexton's** career change and attendance of meetings, expressing a need for clarification for level of support from city staff. **Mayor Sexton** stated that these matters were discussed at a previous workshop earlier this year, and that he is still committed to preparing staff to support council. **Councilor Loving** stated that he is willing to attend meetings whenever possible.

MAYOR'S UPDATE:

No Mayor's Update.

SPECIAL PRESENTATION:

City Administrator Bryan Harrison informed council of a request for a special presentation, which was not on the agenda, to be presented by John Sternlicht, CEO of

September 28, 2017

EDASC. A motion was made by **Councilors Aslett** and **Loving** to allow a 10 minute special presentation. All in favor; motion carried.

EDASC: LOCAL/REGIONAL ECONOMIC DEVELOPMENT:

EDASC CEO, John Sternlicht exhibited to council a Power Point presentation which outlined the EDASC Foundation, EDASC's major projects for 2017, which are the Tourism Promotion Area, Fiber (broadband) access expansion, as well as the promotion of Skagit STEM (Science, Technology, Engineering and Mathematics) Education, which includes Career Connected Early Learning, and Early Learning efforts with the goal of bolstering the future workforce of Skagit County. **Sternlicht** also discussed attracting varying industries in relation to diversifying the economy, and the idea of being proactive in marketing toward key partners outside of Skagit County, and internationally.

PROCLAMATION:

No Proclamation.

OFFICER REPORTS:

City Administrator Bryan Harrison reminded Council of the Harvest Festival, which is to take place on September 30 at Skagit River Park. **Harrison** encouraged all to attend, stating that Congressman Larson will be in attendance, and that there will be 8 trebuchets at the festival, including one from a local Girl Scout Troop.

Mayor Steve Sexton praised Burlington Firefighters and Central Valley Ambulance staff, as well as staff members, including **Chief Levon Yengoyan**, **Chief Luvera**, and **Human Resources Manager Brittany Johnson** for their efforts in taking part in the observance of the Cascade Mall shooting one-year anniversary.

UNFINISHED BUSINESS:

No Unfinished Business.

NEW BUSINESS:

BMC SCHEDULE FOR PREPARATION OF ADOPTION OF BMC CODE UPDATE (PART 1 OF 5):

City Attorney Leif Johnson informed council of the premise of Burlington Municipal Code Update, stating that the first portion presented is intended to establish a schedule for subsequent portions of the update, to ask for council's approval to move forward with the presentation, and that the update does not contain many substantive changes,

September 28, 2017

but is being implemented as a means to update and amend inconsistencies throughout. **Councilor Aslett** questioned flow of work to the council, and the timing of the update with consideration to the council's time involvement in the determination of the budget for 2018. **L. Johnson** stated that the update would and could be done at the pace set by council. **Senior Planner Brad Johnson** gave a Power Point presentation which outlines the Comprehensive Municipal Code Update, discussing information, including the following: a summary of the project, which is being presented to the Planning Commission for review; zoning codes, and what the objective of the project is, which includes providing better organization to the BMC, improvement of permit processing procedures, reduction of liability, elimination of conflicts, redundancy, and confusing language, and establishing a foundation for future work. **Brad Johnson** stated that the project is not intended to make broad policy changes, fix all typos in the zoning code, change the zoning of individual properties, address public concerns about specific regulations, or eliminate the need for additional work or future changes. **Brad Johnson** also discussed the adoption of a Hearings Examiner System, as Burlington is the only WCA city not on a hearings-appeal system. **Councilors J. DeGloria** and **Loving** discussed the methods on how the updates would take place. **Brad Johnson** informed council that each member will be provided with copies of the updated documents, which will be distributed in the following weeks.

LEXIPOL QUOTE AND CONTRACT

Chief Michael Luvera proposed to council the use of the Lexipol policy and policy training system within the Burlington Police Department. **Luvera** discussed the benefits of Lexipol's interactive training, which would amount to 12-20 hours of policy training per year, and that the funding for Lexipol's annual fee would be derived from a repurposing of a portion of the Police Department's existing budget. **City Administrator Brian Harrison** stated that Lexipol is the standard in policy training systems, and that it is seen by risk management and insurance companies as being highly beneficial. A motion was made by **Councilors J. DeGloria/Montgomery** to approve the contract with Lexipol and authorize the Mayor's signature. All in favor; motion carried.

EXECUTIVE SESSION:

No Executive Session was held.

ADJOURNMENT:

Mayor Steve Sexton adjourned the meeting at 7:54 PM.

September 28, 2017

Renee Sinclair
Director of Budget & Accounting

Steve Sexton
Mayor



ITEM #: 1

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: October 12, 2017
Brad Johnson, Senior Planner

Subject: Ordinance allowing Planning Commission to set their own meetings times and preliminary approval of updated zoning and comprehensive plan maps.

Attachments: Planning Commission Recommendation
Ordinance amending BMC 17.76.020
Updated Zoning and Comprehensive Plan Maps

Public Hearing Required: YES (x) NO ()

SUMMARY

Currently Planning Commission meetings are required by Burlington Municipal Code to occur at 7:00 on the third Wednesday of each month. Due to the ongoing comprehensive plan and zoning code updates, it is anticipated that additional Planning Commission meetings will be required. In addition, the Planning Commission and Planning Department have determined that earlier meeting times would encourage public participation, use staff time more efficiently, and allow for longer meetings when necessary.

As part of the ongoing code update project, the Planning Department worked with the Skagit County GIS Department to produce updated zoning and comprehensive plan maps. The maps were updated to correct errors, eliminate zoning overlaps and gaps, and to correctly reflect the zoning of parcels with expired contract rezones. As part of the update process the maps were converted from a CAD format to GIS which will allow future updates to be made quickly and inexpensively. No substantive changes were made to the zoning maps as part of this update.

RECOMMENDATION

The Planning Department recommends approval of the attached ordinance amending BMC 17.76.020 to allow the Planning Commission to set their own meeting times. The Planning Department also recommends the City Council make a motion to accept, and preliminarily approve, the updated zoning and comprehensive plan maps with the understanding that final approval, and formal adoption, will occur with the adoption of the rest of the zoning updates in December.



PLANNING COMMISSION RECOMMENDATION

DATE: September 20, 2017

PROJECT: Comprehensive Municipal Code Update and Reorganization – Phase 1
Adoption Schedule and Map Updates

LOCATION: N/A – Citywide Municipal Code Update

NUMBER: DRA/CPA 1-2017

APPLICANT: City of Burlington

SUMMARY:

The Planning Commission has established a schedule for the review and adoption of the comprehensive Burlington Municipal Code update. The Planning Commission also recommends adoption of updated zoning and comprehensive plan maps, and an amendment to Burlington Municipal Code to allow the Planning Commission to schedule its own meeting times and dates.

FINDINGS:

Code Update Schedule

1. The City's zoning code has not been comprehensively reviewed or updated since the City adopted a Growth Management Act (GMA) compliant comprehensive plan and development regulations in the 1990s. However, numerous changes have been made to zoning code and development regulations in the intervening years resulting redundant, conflicting, and contradictory code requirements. These changes have also compromised the organization of the original zoning code.
2. In order to address the challenges noted above, the City retained a consultant to review the City's development regulations and make organizational, grammatical, and spelling changes. The consultant was also charged with auditing the code for compliance with current legal requirements, consistency with recent court decisions, and eliminating redundant or contradictory code sections.

3. The Planning Commission understands the proposed changes have been developed through a collaborative effort between the City's consultant and the City's Planning, Public Works, Building, and Administrative divisions.
4. In order to ensure a thorough and well considered review of the proposed amendments the Planning Commission directed the City's Planning Department to present the amendments in an incremental fashion. The Planning Department has developed a schedule for the review and adoption of the proposed code amendments. This schedule will allow the Planning Commission to consider the proposed code updates at a number of meetings.

Meeting Times

5. Currently the Planning Commission's meeting times are set by BMC 17.76.020 which states that: *"the Commission shall meet on the third Wednesday of the month at 7:00 P.M..."* The Planning Commission finds that holding meetings at 5:30, rather than 7:00, will make it easier for members of the public to attend meetings, and will be less burdensome for Planning Commission members and Planning Department staff.
6. Large, complex, or contentious issues may require more than one meeting in order to provide adequate opportunities for public comment, staff presentations and Planning Commission deliberations.
7. In order to allow meetings to be held at 5:30, and to accommodate large, complex, and potentially contentious issues, the Planning Commission finds that BMC 17.76.020 should be amended to eliminate any reference to a specific meeting time. Instead, BMC 17.76.020 should be amended to enable the Planning Commission to establish its own meeting times.

Zoning and Comprehensive Plan Maps

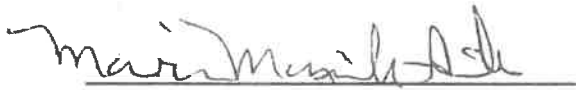
8. The Planning Commission finds that the City's zoning and comprehensive plan maps contain errors and have not been consistently updated to reflect zoning changes. In addition the Planning Commission finds that the CAD format of the current maps is difficult for Planning Department staff to update and makes computerized analysis difficult.
9. The Planning Commission has reviewed the updated zoning and comprehensive plan maps prepared by the Planning Department and finds that these maps will address the errors identified by the Planning Department, insure consistency between the zoning and comprehensive plan maps, and make long range planning and computerized analysis work easier.

RECOMENDATION:

Based on the findings presented above the Planning Commission respectfully makes the following recommendations to the City Council:

1. The City Council should, by resolution, adopt the schedule attached as exhibit "A".
2. The City Council should adopt a resolution in support of the updated zoning and comprehensive plan maps attached as exhibits "B" and "C".
3. The City Council should adopt an ordinance amending the language of BMC 17.76.020 to allow the Planning Commission to establish its own meeting times. Specifically, the Planning Commission recommends the language of BMC 17.76.020 be amended as shown on attached exhibit "D".

DATED this 20th day of September 2017



Chair, City of Burlington Planning Commission

Exhibits:

- "A" Code update review and adoptions schedule
- "B" Updated zoning map
- "C" Updated comprehensive plan map
- "D" Proposed revisions to BMC 17.76.020

ORDINANCE NO. 1843

AN ORDINANCE OF THE CITY OF BURLINGTON, WASHINGTON IN THE MATTER OF AMENDING THE BURLINGTON MUNICIPAL CODE TO ALLOW THE PLANNING COMMISSION TO SET MEETING TIMES AND DATES

WHEREAS, Burlington Municipal Code section 17.76.020 requires that the Planning Commission meet at 7:00 P.M on the third Wednesday of each month, and

WHEREAS, the Planning Commission held a public meeting on September 20, 2017 to consider amending BMC 17.76.020 to allow different meeting times and dates, and

WHEREAS, the Planning Commission issued a written recommendation on September 20, 2017, recommending that BMC 17.76.020 be amended to allow the Planning Commission to establish different meeting times and dates, and

WHEREAS, the City Council agrees with, and adopts, the Planning Commission's findings, and

WHEREAS, the City Council finds that earlier meeting times and additional scheduling flexibility would improve public participation, more efficiently utilize staff time, and allow more time to consider complex projects and issues;

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

Burlington Municipal Code section 17.76.020 is hereby amended as shown below. Underlined text shall be added and text with a strike shall be removed.

The commission shall elect its own chair and create and fill such other offices as it may determine it requires. ~~The commission shall meet on the third Wednesday of each month at 7:00 p.m., at City Hall, 833 South Spruce Street, Burlington, and all such Planning Commission~~ meetings shall be open to the public and notice shall be provided in accordance with the provisions of the Open Public Meetings Act and Burlington Municipal Code. ~~# The Commission~~ shall adopt rules for transaction of business and shall keep a written record of its meetings, regulations, transactions, findings and determinations, which records shall be a public record.

INTRODUCED AND PASSED at a regular meeting of the City Council of the City of Burlington on this 12th day of October, 2017.

THE CITY OF BURLINGTON

Steve Sexton, Mayor

ATTEST:

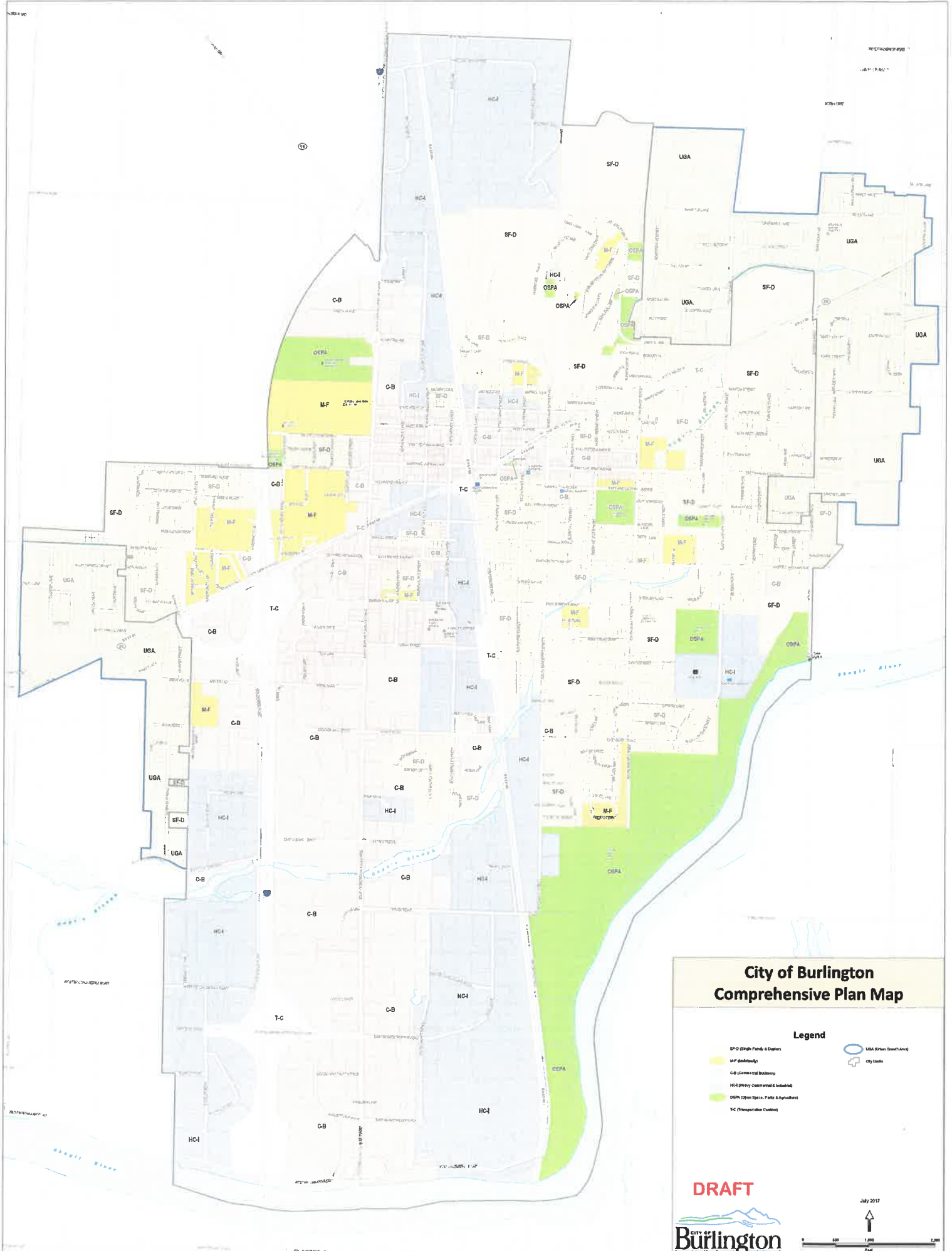
Renee Sinclair
Director of Budget & Accounting

APPROVED AS TO FORM:

Leif Johnson, City Attorney

Published: _____





City of Burlington Comprehensive Plan Map

Legend

- SF-D (Single Family & Duplex)
- UGA (Urban Growth Area)
- HC-I (Heavy Commercial & Industrial)
- C-B (Community Business)
- M-F (Medium Density)
- T-C (Transportation Corridor)
- OSPA (Office Professional Services & Agriculture)

DRAFT



July 2017



Move to approve the interlocal agreement with the City of Mount Vernon for Fiber Services and authorize the Mayor's signature.

After Recording Return to:

KEVIN ROGERSON
CITY ATTORNEY'S OFFICE
CITY OF MOUNT VERNON
910 CLEVELAND AVENUE,
MOUNT VERNON, WA 98273

And to:

Leif Johnson
CITY ATTORNEY'S OFFICE
CITY OF BURLINGTON
833 SOUTH SPRUCE STREET
BURLINGTON, WA 98233

FIBER SERVICE AGREEMENT
City of Mount Vernon and City of Burlington

This Agreement is made and entered into by and between the City of Mount Vernon a municipal corporation of the State of Washington, (hereafter referred to as Mount Vernon), and the City of Burlington, a municipal corporation of the State of Washington, (hereafter referred to as Burlington) collectively referred to as "the Parties", for Fiber Services as described herein.

RECITALS

WHEREAS, Mount Vernon and the Burlington agree that providing Fiber Services in exchange for the consideration set forth herein provides efficient and effective services for citizens within both cities, thereby better serving the public; and

WHEREAS, the Parties are both organized as code cities with all the powers granted to them including the power of home rule and the power to contract and contract with others; in addition, Chapter 39.34 RCW permits local governmental units to make official use of their powers enabling them to cooperate with other localities on the basis of mutual advantage.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE MUTUAL CONVENANTS HEREIN, the Parties agree as follows:

1. SCOPE OF AGREEMENT

This Agreement shall address the provision of Fiber Services by the City of Mount Vernon to the

City of Burlington as more fully described in Exhibit A attached.

1.1 Services. Mount Vernon shall provide Fiber Services as set out in Exhibit "A," attached hereto and incorporated herein. It is anticipated that such services will vary in scope, complexity, and location, and services shall be provided as needed. Additional written agreement or amendment by the Parties shall be required in the event Burlington requests additional services beyond Exhibit "A", including but not limited to expanded services of those items listed in Exhibit "A". In the event of reported problems requiring services to be provided by staff employed by Mount Vernon not during the normal hours of operation the rate of employee use will be charged at one and one half times actual time (i.e., 1 hour of work will be charged as 1 and ½ hours of work) and reimbursed to the City of Mount Vernon with a minimum of 2 hours.

Burlington is not obligated to assign any specific tasks to Mount Vernon, and may contract, after consultation with City Administrator per section 12.1, with any other entity to provide services as shall reasonably be necessary in Burlington's sole judgment. If Burlington requests work that is not included in Exhibit "A," Mount Vernon shall immediately notify Burlington of that situation such that appropriate actions may be taken.

1.2 Performance of Services. Mount Vernon reserves the right to reject any request by Burlington for the provisions of Fiber Services set forth in this Agreement in its sole discretion without cause. In the event Mount Vernon accepts a particular request to provide services it shall do so in writing. Mount Vernon shall then provide services with an ordinary standard of care, skill and diligence commonly exercised by others engaged in services under similar circumstances.

1.3 Priority of Duties. It is understood between the Parties that Mount Vernon staff assigned to perform Fiber Services through this agreement will be assigned to other tasks and duties unrelated to the agreement and that such tasks include providing essential services for Mount Vernon. In the event of conflict between the job duties of Mount Vernon staff and the duties set forth in this Agreement, Mount Vernon will pursue all reasonable efforts to resolve such conflict. In the event such resolution cannot be achieved, the Parties further agree that the job duties of Mount Vernon staff shall take priority and Mount Vernon shall be entitled to delay any assignment or duty in the performance of this agreement. Burlington shall be responsible to provide any back-up or replacement to serve as a substitute when such conflict occurs.

2. ASSIGNMENT/NO THIRD PARTY BENEFICIARIES

2.1 Neither Party shall assign any right or interest in this Agreement without the written permission of the other Party. Any attempted assignment without the written permission by the other Party, or its authorized agent, shall be wholly void and totally

ineffective for all purposes. Furthermore, Burlington and Mount Vernon agree that neither shall delegate any obligation that it has under this Agreement without the written permission of the other Party. Any attempted delegation without written permission shall be wholly void and totally ineffective for all purposes.

2.2 Services provided by Mount Vernon as a result of this Agreement are exclusive to Burlington. Use of such services by external Burlington entities (e.g., other municipalities, not-for-profit organizations, third parties, Licensee's on Burlington's fiber system etc.) shall be at Burlington's sole risk, liability, and responsibility. Burlington agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits from any third party including attorney fees, arising out of or in connection with Mount Vernon's performance of this Agreement. In the event of any conflict between this provisions and other provisions in this Agreement this provision shall govern.

2.3 This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the work to be performed, or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative or any party.

3. LIMITATION OF LIABILITY

3.1 Any goods or property provided by Mount Vernon to Burlington pursuant to this Agreement is provided on an "as is basis" with all faults. The obligations of Mount Vernon and the rights and remedies of Burlington set forth in this clause are exclusive and in substitution for all the warranties, obligations and liabilities of Mount Vernon and rights, claims and remedies of Burlington against Mount Vernon expressed or implied, arising by law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of performance, courses of dealing or uses of trade, and, any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third Parties, or for any other direct, incidental or consequential damages.

3.2 Neither Party shall be considered to be in default in the performance of this Agreement to the extent that performance is prevented or delayed by any cause, which is beyond the reasonable control of the affected Party.

3.3 Indemnification. Each Party agree that, insofar as it is authorized to do so under the laws of the State of Washington, it shall indemnify, defend, and hold harmless the other Party, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising

out of the subject matter of this Agreement. The Parties further agree that in the case of negligence by both, any damages, costs, or other expenses allowed shall be levied in proportion to the percentage of negligence attributable to each Party. Each Party specifically assumes potential liability for actions brought by that Party's own employees against the other Party and, solely for the purpose of this indemnification and defense; the Parties specifically waive any immunity under the State Industrial Insurance Law, Title 51 RCW. This Section 3 shall not be construed to limit:

- (i) the right to receive refunds of the amount of any payment in excess of amounts owed under this Agreement;
- (ii) the right to require re-performance of any service to the extent required pursuant to Section 3.4;
- (iii) the right to indemnification as provided herein;
- (iv) the right to injunction, specific performance or other equitable non-monetary relief when available under applicable law;
- (v) the right to terminate this Agreement as set forth in Section 4.

3.4 Waiver. A waiver or failure by either Party to enforce any provision of this Agreement or to declare a breach shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement, nor shall the same waive said Party's right to demand strict performance of that or any other provision of this Agreement.

3.5 Standard of Care. The Parties will use commercially reasonable efforts in the performance of their obligations hereunder and will do so with the same degree of care, skill and prudence customarily exercised when engaged in similar activities for itself under similar circumstances. To the extent that any error or omission attributable to Mount Vernon in any service provided hereunder may be corrected by re-performance of the service, Mount Vernon will make such correction without charge to Burlington.

4. TERM AND TERMINATION

4.1 This Agreement commences upon execution by signature of both Parties and shall continue until terminated or withdrawn by either Party. The Parties may withdraw from the Agreement only by written instrument giving the other Party thirty (30) days' notice.

4.2 In the event of termination, all finished and unfinished work prepared by Mount Vernon pursuant to this Agreement shall be provided to Burlington. Mount Vernon shall be entitled to receive just and equitable compensation for satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. On any termination of this Agreement, Mount Vernon will cooperate with Burlington as reasonably necessary to avoid disruption of the ordinary course of Burlington's business.

5. APPLICABLE LAW

The Parties shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

6. SERVICE RATES

6.1 Burlington will pay for services outlined in Exhibit “B” and “C”. When Burlington requests services, Mount Vernon will either accept the request for services or reject. In the event Mount Vernon accepts the request for services, it shall provide a quote on the cost of said service. Burlington will then send written authorization back to Mount Vernon to proceed within thirty (30) days of Mount Vernon’s quote. In the event Mount Vernon receives a notice to proceed, Mount Vernon will then proceed to work with Burlington to schedule the requested service; provided however, such scheduling will be subject to priority of duties set forth in paragraph 1.3 of this agreement.

6.2 Mount Vernon shall maintain records and update documentation to Burlington of the operation of said services for administrative and financial purposes.

6.3 Mount Vernon shall be paid on the basis of invoices submitted. Mount Vernon shall submit an original written invoice for work completed. Such invoices shall reflect the nature of the service provided, materials, equipment and the time spent providing the service.

6.4 Payment shall be made through Burlington’s ordinary payment process, and shall be considered timely if made within thirty (30) days of receipt of a properly completed invoice.

7. DISCLAIMER OF WARRANTIES

Mount Vernon hereby disclaims any warranties of fitness for a particular purpose, merchantability, and all other warranties, expressed or implied, are excluded from this Agreement, and shall not apply to the goods furnished, or the services to be provided. Neither the General Fund of the City of Mount Vernon, nor any of the funds managed by the City of Burlington or its constituent agencies shall bear any liability under this Agreement, other than as specifically set forth herein.

8. MODIFICATION

This Agreement may only be modified by mutual agreement of the Parties.

9. DISPUTES BETWEEN THE PARTIES

9.1 Should a dispute arise between Mount Vernon and Burlington, the Parties may

resolve the same by submitting the dispute for resolution by negotiation between the Parties or non-binding mediation. The mediator shall be selected by mutual agreement of the Parties and the cost of mediation shall be shared equally between the Parties. Should the Parties be unable to negotiate a resolution or refuse to accept a mediated resolution to a dispute, then the Parties agree that the venue for any legal action shall be the Skagit County Superior Court.

10. GENERAL TERMS

This Agreement contains the terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement constitutes the complete and final agreement of the Parties and replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter.

11. NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

11.1 In the performance of this Agreement, the Parties and their employees and agents shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.

11.2 Without limiting the generality of the foregoing, the Parties shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, gender pretense, national origin, handicap or marital status, and as requires by law the Parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, handicap or marital status.

11.3 Further, the Parties and their employees and agents shall not engage in or knowingly permit their agents and employees to engage in any form of employee harassment.

11.4 WAGE AND HOUR LAWS. The Parties shall at all times comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and any other federal or state legislation affecting its employees, and the rules and regulations issued thereunder, insofar as applicable to its employees.

12. CONTRACT ADMINISTRATION AND MANAGEMENT

12.1 The IS Manager for Burlington, and the Information Services Director for Mount Vernon, shall have primary responsibility for administering this Agreement for their respective Parties, and shall coordinate all communications between Burlington and Mount Vernon.

12.2 Any and all notices affecting, or relative to, this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective Party being notified at the address listed with the signature of this Agreement.

12.3 Mount Vernon will make available to Burlington all work-related accounts, records, and documents for inspection, auditing, or evaluation during normal business hours in order to assess performance, compliance, and/or quality assurance under this Agreement.

12.4 Mount Vernon shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

13. INDEPENDENT CONTRACTOR STATUS.

13.1 Mount Vernon is and shall be, at all times during the term of this Agreement, an independent contractor. This Agreement shall not be construed to create a joint venture between Mount Vernon and Burlington. All employees and representatives of Mount Vernon providing services to Burlington will be deemed for purposes of all compensation and employee benefits to be employees or representatives of Mount Vernon (or its subcontractors) and not employees or representatives of Burlington. In performing such services, such Mount Vernon employees and representatives will be under the direction, control and supervision of Mount Vernon (or its subcontractors) and Mount Vernon (or its subcontractors) will have the sole right to exercise all authority of those Mount Vernon employees with respect to the employment (including termination of employment), assignment and compensation of such employees and representatives.

13.2 All employees and representatives of Burlington providing services to Burlington will be deemed for purposes of all compensation and employee benefits to be employees or representatives of Burlington and not employees or representatives of Mount Vernon. Burlington will have the sole right to exercise all authority with respect to the employment (including discipline and termination of employment), assignments, employee training except as provided herein, the setting employment policies and practices, investigation of complaints, and compensation of such employee(s).

13.3 Mount Vernon acknowledges that it is responsible for the payment of all charges and taxes applicable to the Mount Vernon employees services performed under this Agreement, and Mount Vernon agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of Mount Vernon's status as an independent contractor. If Burlington is assessed, liable, or responsible in any manner for those charges or taxes, Mount Vernon agrees to hold Burlington harmless from those costs, including attorney's fees.

13.4 Burlington acknowledges that it is responsible for the payment of all charges and

taxes applicable to the Burlington employee services performed under this Agreement, and Burlington agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of Mount Vernon's status as an independent contractor. If Mount Vernon is assessed, liable, or responsible in any manner for those charges or taxes, Burlington agrees to hold Mount Vernon harmless from those costs, including attorney's fees.

13.5 This Agreement shall be for the sole benefit of the Parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

14. CONFIDENTIALITY.

14.1 Mount Vernon Information. Burlington agrees to hold, and to use reasonable efforts to cause its employees and representatives to hold, in confidence in a manner consistent with Burlington's treatment of its own confidential information, all information concerning Mount Vernon reasonably understood to be confidential;

(i) contained in any of the Schedules to this Agreement or otherwise received by Burlington from Mount Vernon after the Effective Date relating to the determination of the fees and charges payable hereunder,

(ii) obtained from Mount Vernon by the use of any access to Mount Vernon data afforded in connection with the provision of Services hereunder, or

(iii) furnished to or obtained by Burlington after the effective date in the course of its receipt of Services hereunder. Except as may otherwise be provided in another agreement between the Parties, Burlington shall not use such information for any purpose other than as contemplated under this Agreement or verifying compliance with this Agreement, without Mount Vernon's prior written consent.

14.2 Burlington Information. Mount Vernon agrees to hold, and to use its reasonable efforts to cause its employees and representatives to hold, in confidence in a manner consistent with Mount Vernon's treatment of its own confidential information all information reasonably understood to be confidential concerning Burlington, furnished to or obtained by Mount Vernon after the effective date in the course of providing services under this Agreement. Except as may otherwise be provided in another agreement between the Parties, Mount Vernon shall not use such information for any purpose other than as contemplated under this Agreement or verifying compliance with this Agreement, without Burlington's prior written consent.

14.3 Security. Each Party shall be responsible for preventing unauthorized remote access by such Party's own agents and employees to data transferred or otherwise made available to the other Party under this Agreement.

14.4 General. The obligations of confidentiality and non-disclosure imposed under this Section 14 shall not apply to data and information that the recipient can demonstrate:

- (i) is published or is otherwise becomes available to the general public as part of the public domain without breach of this Agreement;
- (ii) has been furnished or made known to the recipient without any obligation to keep it confidential by a third party under circumstances which are not known to the recipient to involve a breach of the third party's obligations to a Party hereto; or
- (iii) was developed independently of information furnished to the recipient under this Agreement.

Each Party acknowledges that the other Party would not have an adequate remedy at law for the breach by the other Party of any one or more of the covenants contained in this Section 14 and agrees that, in the event of such breach, the other Party may, in addition to the other remedies which may be available to it, apply to a court for an injunction to prevent breaches of this Section 14 and to enforce specifically the terms and provisions of this Section. The provisions of this Section 14 shall not preclude disclosures required by law, including the Washington Public Records Disclosure Act; provided, however, that each Party will use reasonable efforts to notify the other, prior to making any such disclosure, and permit the other to take such steps as it deems appropriate, including obtaining a protective order, consistent with applicable law, to minimize any loss of confidentiality.

15. SEVERABILITY

Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the agreement did not contain the particular clause or provision held to be invalid.

16. AID AND ASSIST

Each Party agrees to aid and assist the other in accomplishing the objectives of this Agreement.

17. VENUE AND GOVERNING LAW.

It is agreed that venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Skagit County, WA. This Agreement is governed by and shall be construed in accordance with the laws of the State of Washington.

18. NOTICES

Notices may be sent via regular mail, facsimile or e-mail to the City Officer identified below official e-mail address. Notices to the City of Mount Vernon shall be sent to the following official and address:

City of Mount Vernon
Attn: Information Services Director
PO Box 809
910 Cleveland Avenue
Mount Vernon, WA 98273
E-Mail: kimk@mountvernonwa.gov

B. Notices to the City of Burlington shall be sent to the following official and address:

City of Burlington
Attn: Geoff Hawes
833 S. Spruce Street
Burlington, WA 98233
E-Mail: ghawes@burlingtonwa.gov

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this _____ day of _____, 2017.

City of Mount Vernon

City of Burlington

Jill Boudreau, Mayor

Steve Sexton, Mayor

Doug Volesky, Finance Director

Renee Sinclair, Finance Director

Approved as to Form:

Kevin Rogerson, City Attorney

Leif Johnson, City Attorney

EXHIBIT A

MOUNT VERNON PROVIDED FIBER SERVICES (“SERVICES”)

- Engineering, Design, and Build of Fiber Backbone and Distribution
- Installation of service drops
- Permitting, Surveying and basic make ready of Fiber Builds
- Fiber splicing and testing
- Pole Transfers, fiber maintenance (Include underground and Aerial), fiber repair, route maintenance and inspection
- Installation – Including Aerial, underground, permits, pole surveys, pole make ready, splicing, fiber labeling, fiber tags and provide documentation. (Note: Mount Vernon shall not do underground conduit installation)
- Maintenance and Repair – Fiber maintenance includes pole transfers, including emergency repair, relashing, repair, route maintenance, inspection and any outside issues arising to relocate or repair fiber that is needed.
- Work with National Joint Utilities Notification System (NJUNS) and comply with make ready, pole permits, pole surveys, pole transfers and maintenance.
- Splicing documentation provided for all jobs including a splice log to identify fiber number, fiber color, buffer tube color and location.
- Shall provide professional staff capable of performing the following in a workmanlike manner consistent with industry standards
- Maintenance/Emergency Restoration
- Single Fusion, Active (Hot) Fiber Rollovers, Mid-Sheath splicing, terminations
- Outside plant documentation including GIS mapping
- Prior to work being performed, City shall provide an estimate of costs that will be billed to Burlington. Estimate shall be based on City’s estimated time and materials to perform the Work.

EXHIBIT B
COMPENSATION

☐ Burlington shall pay Mount Vernon a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the task. Rates include the use of equipment and vehicles. Mount Vernon may amend the rates set forth below at its sole discretion upon providing Burlington 30 days written notice of rate changes.

Rates do not include materials used.

Name	Responsibility	Rate
Fiber Technician I	Includes all Advanced Tasks to be performed	\$75
Fiber Technician II	If additional technician is needed	\$50
Fiber Administrator	Administration Rate	\$75
GIS Services	GIS Services Rate	\$50

EXHIBIT C
REIMBURSABLE EXPENSES

See attached fee schedule.

Type of Expense	Rate
Misc. Fiber Materials and related used to install the fiber	Cost + 15 %
Fiber Material	Cost + 15 %
Equipment Use	Cost + 15 %

Move to approve the agreement with Gray & Osborne for Engineering Services related to infrastructure modifications and authorize the Mayor's signature.

CONTRACT NO. _____ DEPARTMENT: Public Works-Sewer

FEDERAL TAXPAYER I.D. 91-1080331 CONSULTANT: Gray & Osborne, Inc.

SERVICES PROVIDED: Sharon Avenue to WWTP Sewer Replacement Alternative Analysis Engineering Services

AMOUNT: \$15,088.00

FUND SOURCE: Sewer Engineering

DURATION: FROM: ~~September 28, 2017~~

TO: December 31, 2017

October 12, 2017

AGREEMENT

THIS AGREEMENT made and entered into on this 28th 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", Scope of Work and/or Services of Provider, which is attached hereto and incorporated herein by reference.
 - b. The City will provide such assistance and guidance to the Provider as may be required to support the objectives of this Agreement and additional duties as outlined in "Exhibit A & B", Scope of Work and/or Services of City, which is attached hereto and incorporated herein by reference.

2. TIME OF PERFORMANCE:

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

3. CONSIDERATION:

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

The sums billed to the City shall not exceed the total sum of \$15,088. 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 "A & B". 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 WORK

CITY OF BURLINGTON SHARON AVENUE TO WWTP SEWER REPLACEMENT ALTERNATIVE ANALYSIS ENGINEERING SERVICES SEPTEMBER 15, 2017

As a result of the collapse of the 21-inch-diameter interceptor sewer in Sharon Avenue in April 2017 and subsequent television inspection of this interceptor between Sharon Avenue and the Wastewater Treatment Plant, the City of Burlington has concluded that this interceptor needs to be rehabilitated or replaced. The scope of work presented herein will develop and evaluate conceptual alternatives and recommend one alternative for implementation by the City of Burlington. Conceptual designs will be based on the flow projections presented in the City of Burlington Wastewater Comprehensive Plan (Gray & Osborne, December 2011), modified as a result of the configuration of each alternative and recent modifications to the force mains in Anacortes Avenue.

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

TASK 1 – DEFINITION OF ALTERNATIVES

Alternative methods for conveying wastewater from Sharon Avenue/Anacortes Avenue, Skagit Street at the terminus of the 20-inch force main from Pump Station 8, and Gilkey Road/Aspen Lane to the wastewater treatment plant will be identified. These alternatives will include rehabilitation of existing gravity sewers, construction of new gravity sewers, and the possible use of the presently unused 27-inch gravity sewer in Skagit Street.

TASK 2 – FLOW PROJECTIONS

Wastewater flows to the various pipe segments for each alternative will be projected based on the buildout flows presented in the 2011 Wastewater Comprehensive Plan, taking into account subsequent zoning and land use decisions. Flow projections will represent “worst-case” scenarios based on bypass configurations that have been incorporated into the force main system.

TASK 3 – EVALUATION OF ALTERNATIVES

Conceptual designs will be prepared for each alternative. The total project cost will be estimated for each alternative. The cost estimates will include construction, Washington State sales tax, engineering, administration, legal, and a reasonable contingency. Factors

other than capital cost that may make one alternative preferable over another alternative will also be identified. These factors may include operation and maintenance costs, environmental impacts, permitting, and other factors that may become evident during the evaluation.

TASK 4 – RECOMMENDATION OF ALTERNATIVE FOR IMPLEMENTATION

One alternative will be recommended for selection by the City of Burlington based on cost and other factors, if applicable.

TASK 5 – MEETINGS

Two meetings with City of Burlington Sewer Department staff are assumed. One meeting will take place during Task 1 to obtain input from the City during the development of alternatives. The second meeting would be held during Task 4.

TASK 6 – DOCUMENTATION

The work performed under this contract will be documented in a letter report to the City of Burlington.

BUDGET

The estimated 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 is \$15,088. This amount shall not be exceeded without prior written authorization of the City. A breakdown of this estimated maximum is provided in the attached Exhibit B.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Burlington - Sharon Avenue to WWTP Sewer Replacement Alternative Analysis

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Definition of Alternatives	1	4	8	
2 Flow Projections		8	16	
3 Evaluation of Alternatives		16	16	
4 Recommendation of Alternative for Implementation		2	2	
5 Meetings		8		
6 Documentation	1	8	8	8
Hour Estimate:	2	46	50	8
Fully Burdened Billing Rate Range:*	\$112 to \$184	\$106 to \$184	\$106 to \$145	\$42 to \$120
Estimated Fully Burdened Billing Rate:*	\$166	\$166	\$125	\$90
Fully Burdened Labor Cost:	\$332	\$7,636	\$6,250	\$720

Total Fully Burdened Labor Cost:

\$ 14,938

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate)

\$ 150

TOTAL ESTIMATED COST:

\$ 15,088

* 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 #: 4

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: October 12, 2017

Subject: Agreement with ARC Architects for Building Assessments

Attachments: 1) Agreement

Public Hearing Required: YES () NO (X)

SUMMARY

Eight statement of qualifications (SOQ's) were received from Architectural firms for building assessment work at the Parks and Recreation Building and former Carnegie Library Building. Through a competitive process, ARC Architects was awarded the project due to their experience with remodeling of Parks and Recreation and historical buildings.

This \$20,000 contract will provide the framework for potential facility upgrades at both buildings in order to better serve the City. ARC Architects will generate a report with concept drawings including, ADA compliance, scheduling and cost estimating.

Funding for this work will be provided by the Parks and Recreation Reserve Fund and Buildings and Grounds Capital Fund.

RECOMMENDATION

Motion to authorize Mayor to sign agreement with ARC Architects for building assessments.

EXHIBIT A

BURLINGTON BUILDING ASSESSMENTS SCOPE and TASKS

ARC ARCHITECTS
9/28/2017

TEAM

ARC - architecture
Vernacular Northwest - historic
DCW Cost Management - estimating

FEE \$20,000

TASKS

TASK ONE - IMMERSION

	ARC	VNW	DCW	remarks
<u>Contracts</u>	X			
<u>Gather base information</u>				
program meeting / site visit	X	X	X	meet, photograph, etc
existing notes and documents	X	X		drawings, memos, etc.
codes - bldg, ADA, energy	X			
<u>Consultant Coordination</u>	X			

TASK TWO: ANALYSIS

	ARC	VNW	DCW	remarks
<u>Carnegie</u>				
memo - historic restoration		X		
concept drawings	X			multi-use, ADA
demo and finish schedules				to describe scope
planning level estimate	X		X	
<u>Parks and Recreation</u>				
drawings	X			to best meet P&R needs
planning level estimate	X		X	
<u>Meeting</u>				
city staff	X			comment and review
city council meeting	X			comment and review
<u>Consultant Coordination</u>				

TASK THREE - REFINEMENT and REPORT

	ARC	VNW	DCW	remarks
--	-----	-----	-----	---------

<u>Carnegie</u>			
refined historic memo		X	
refined concept drawings	X		
refined estimate			X
<u>Parks and Recreation</u>			
refined drawings	X		concept level
planning level estimate			floor plan, sections, rcp, site
		X	
<u>Report</u>			
draft	X		for city staff review
city council meeting	X		if desired
final report	X		

END

CONTRACT NO. _____

DEPARTMENT: Public Works-Eng

FEDERAL TAXPAYER I.D. 91-1255360

CONSULTANT: ARC Architects

SERVICES PROVIDED: Architectural Services for Building Assessments

AMOUNT: \$20,000
Blds n Grnds Capital Fund

FUND SOURCE: Parks Capital Reserve Fund&

DURATION: FROM: October 12, 2017

TO: December 31, 2018

AGREEMENT

THIS AGREEMENT made and entered into on this 12th day of October, 2017, by and between the *CITY OF BURLINGTON*, (hereafter referred to as the "City"), and **ARC Architects**, (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**", 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**", 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, 2018.

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 **\$20,000.00**. Provider shall bill the City of Burlington monthly by way of itemized invoices for the services rendered under this Agreement. Any deposits paid by the City in advance shall be offset against amounts billed, and shall be reflected in the Provider's invoice.

4. RELATIONSHIP:

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

5. SUSPENSION, TERMINATION, AND CLOSE OUT:

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

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

6. CHANGES, AMENDMENTS, MODIFICATIONS:

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

7. REPORTS AND INFORMATION:

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

8. AUDITS AND INSPECTIONS:

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

9. DEFENSE & INDEMNITY AGREEMENT:

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

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

10. NO THIRD-PARTY BENEFICIARIES:

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

11. PROOF OF INSURANCE:

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

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

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

Subcontractors:

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

12. EQUAL OPPORTUNITY EMPLOYER:

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

13. GOVERNING LAW:

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

14. VENUE AND JURISDICTION:

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

15. SEVERABILITY:

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

16. WAIVER:

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

17. ENTIRE AGREEMENT:

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

18. COUNTERPARTS:

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

19. SUCCESSORS AND ASSIGNS:

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

20. HEADINGS:

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

21. NOTICES:

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

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

With additional copies to:

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

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

ARC Architects
119 South Main Street, #200
Seattle, WA 98104

22. AUTHORITY:

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

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

CITY OF BURLINGTON

PROVIDER:

Steve Sexton
Mayor

By: Stan Lokting
Stan Lokting, Principal
ARC Architects
Tax ID Number: 91-1255360
UBI Number: 600 534 003

Marv Pulst, P.E.
Public Works Director

Attest:

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

Approved As To Form

Leif Johnson, City Attorney



STREET CLOSURE AREA





City of Burlington Street Closure Request Form

If you plan to host a special event in Burlington that includes a City park and will require a street closure, please submit this Street Closure Request Form and a detailed diagram of the closure request with your Special Event Permit Application to the Parks and Recreation Department at least 60 days prior to your event start date. The department can be contacted at: 900 E. Fairhaven Avenue, Burlington WA 98233

(Use East Entrance off Regent for Business Office)

P: (360) 755-9649 or F: (360) 755-1017

BParks@burlingtonwa.gov

Approval of street closure request is determined by the Burlington City Council. The closure request will be placed on the first available meeting agenda after its submittal and review. Applicant will be notified of meeting date and will be responsible for presentation of request at Council meeting. (Burlington City Council typically meets the 2nd and 4th Thursdays of each month. Meetings begin at 7:00PM.)

If your special event plans do not include use of a City park, contact the Burlington Planning Department for your street closure request: 833 S. Spruce Street, Burlington, WA 98233

(1st Floor, City Hall)

P: (360) 755-9717

BPlanning@burlingtonwa.gov

Application Date: 9/14/2017

APPLICANT/ EVENT ORGANIZER INFORMATION

Name of Applicant/Organization: Hub City Church

Mailing Address: 124 N. Regent St.

(City, State, Zip): Burlington, WA 98233

Name of Primary Event Coordinator: Sean Nault

Phone1: 2062295811

Cell ☒ Landline ☐

Phone2: _____

Cell ☐ Landline ☐

Email: seane@thehubcitychurch.com

Name of Street Closure Coordinator on Event Day: Sean Nault

Phone1: 2062295811

Cell ☒ Landline ☐

Phone2: _____

Cell ☐ Landline ☐

Email: seane@thehubcitychurch.com

EVENT INFORMATION/OVERVIEW OF CLOSURE REQUEST

Name of your Event: Fall Carnival

Start date of your Event: 10/31/17

Reason for closure request? Parade ☐ Run/Walk ☒ Street Fair/Festival ☐ Other: _____

Estimated number of participants/floats: _____ and/or Estimated number of spectators/guests: 300+

Street Barricades: Will be provided by Event Organizer ☐ City-owned barricades are requested ☒

STREET CLOSURE DETAIL. Attach to your application a detailed diagram outlining the information below.

Street to be closed	From Street/Intersection	To Street/Intersection	Closure Date	Close by what time	Reopen at what time
N. Regent St.	Fairhaven Ave.	Victoria Ave.	10/31	3pm	10pm

REQUEST TO CLOSE CITY-OWNED PUBLIC PARKING AREA

Name or Location of Parking Area	Closure Date	Close by what time	Reopen at what time

PLEASE NOTE:

- To name additional Street/Parking Area closure requests, you may attach an 8.5x11 sheet of paper to this request form listing the additional information in the above format.
- If closure request is approved, it is your responsibility as the Event Organizer to directly notify ALL neighboring residents, businesses and agencies that will be affected by the closure at least 7 days prior to the closure:
 - ☐ Neighboring residents and businesses
 - ☐ 9-1-1 Emergency Services 360-428-3200
 - ☐ S.K.A.T 360-757-4433
 - ☐ Burlington-Edison School District 360-757-3311
 - ☐ Burlington Northern Santa Fe Railroad North Operations (817) 352-2992
BNSF Headquarters: (800) 795-2673

With my signature below, I certify that I am an authorized representative of the Applicant and that the information provided in my application is complete and accurate to the best of my knowledge. I understand that I must submit a revised application if my event plans change from those outlined within.

➤ **APPLICANT SIGNATURE:** Sean Nault

PRINTED NAME: Sean Nault

DATE: 9/14/17

For City Use

Date request submitted to City: _____ Associated Event Permit Number: _____

DEPARTMENTAL RECOMMENDATIONS

Department	Recommend Approval	Recommend Approval with Modifications	Approval Not Recommended	Comments
Fire/Fire Marshal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Police	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Public Works/Streets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ADDITIONAL FEES

Departments, if applicable, list additional fees to be assessed for staff hours required in conjunction with Closure:

Department	Number of Staff:	Estimated # of Hours	Per Hour Rate	Estimated Amount Due
				\$
				\$
				\$

ADDITIONAL COMMENTS

--

☐ Approval Recommended ☐ Approval NOT Recommended

SIGNATURE: Parks and Recreation Director or Designee _____

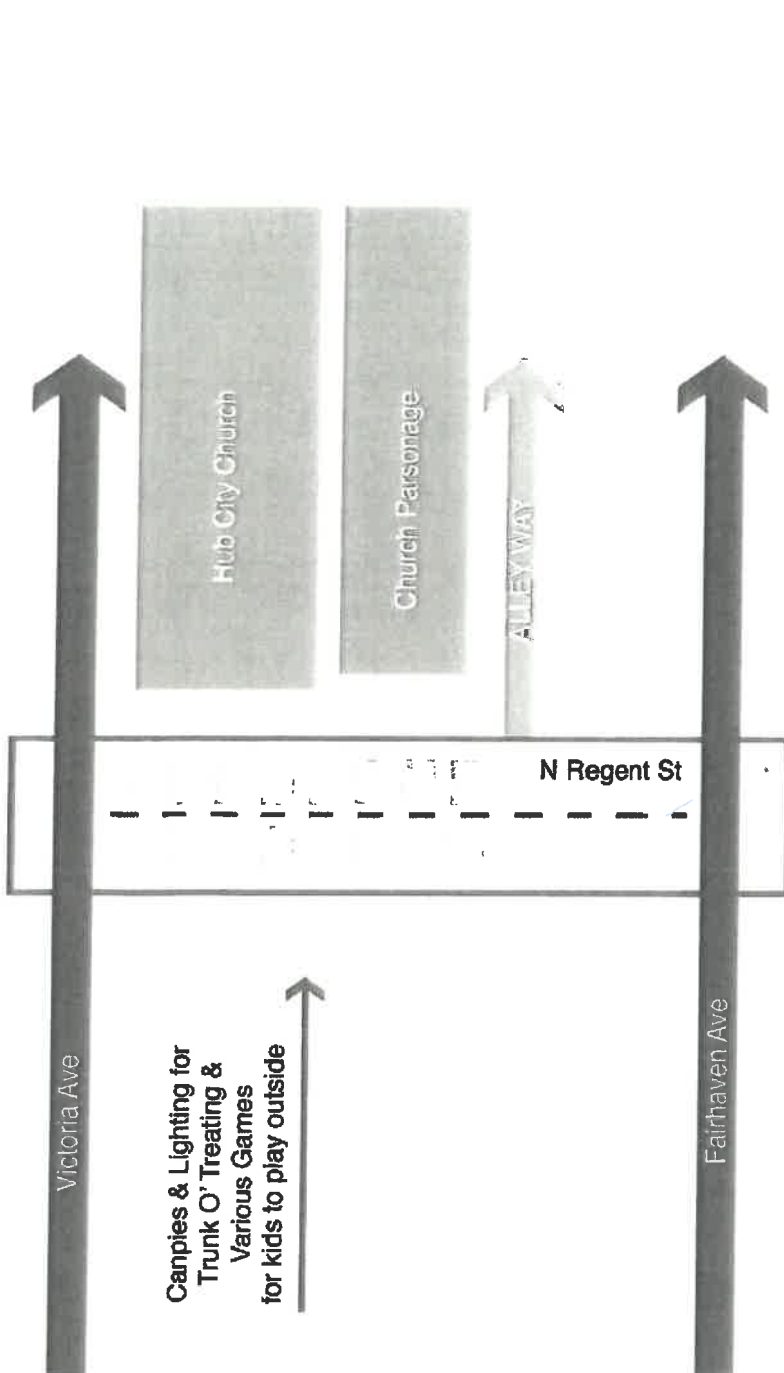
PRINTED NAME: _____ DATE: _____

☐ APPROVED* ☐ DISAPPROVED by Burlington City Council on this _____ day of _____ 20____.

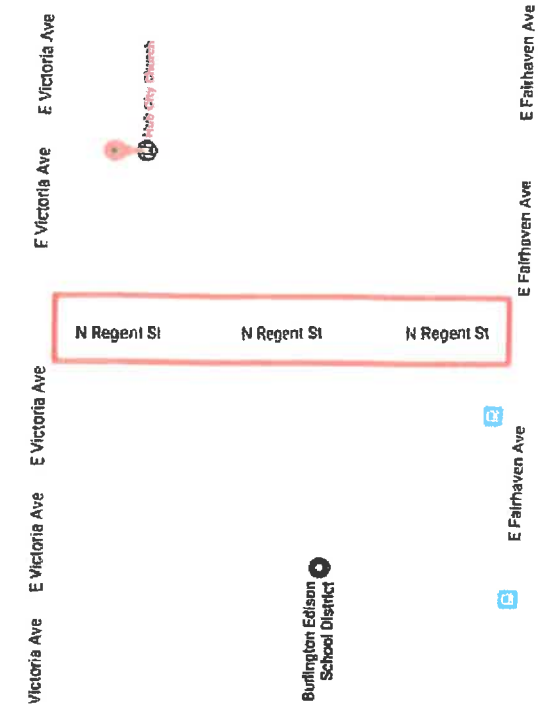
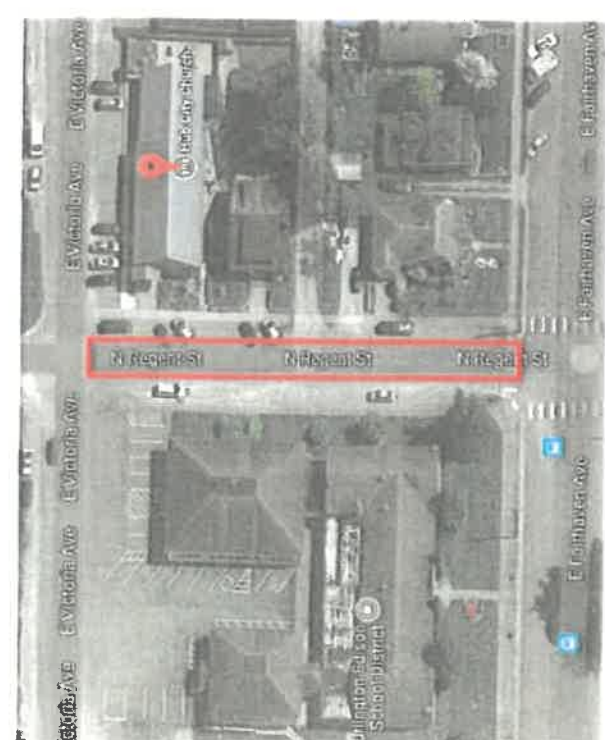
**Approval must not be considered complete until required insurance documentation has been received by the City.*

SIGNATURE: Mayor or Designee _____

PRINTED NAME: _____ DATE: _____



Campies & Lighting for
Trunk O' Treating &
Various Games
for kids to play outside





Special Event Permit Application

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

Application Date: 9/14/2017

Event Start Date: 10/31/2017

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

Permit Number:

Permit Number assigned upon submittal.

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

APPLICANT / EVENT ORGANIZER INFORMATION

Name of Applicant/Organization: Hub City Church

Mailing Address: 124 N. Regent Street

(City, State, Zip) Burlington WA 98233

Name of Primary Contact Person/Event Coordinator: Sean Nault

Day Phone: 206 229 5811 Other: _____ Email: Sean@thehubcitychurch.com

Name of Best Onsite Contact Person on Event Day: Sean Nault

Cell Phone: 206 229 5811 Email: sean@thehubcitychurch.com

EVENT OVERVIEW

Name of your event: Fall Carnival

Describe your event: community halloween festival - free for all

Anticipated # of event guests/participants: 300 # of staff/volunteers on event day: 45

Proposed event location: 124 N. Regent St. Burlington, WA 98233

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

Your event OPENS to guests/participants on what date? 10/31/2017 Time: 6pm

Your event CLOSES to guests/participants on what date? 10/31/2017 Time: 8pm

Your event SETUP will begin on what date? 10/31/2017 Time: 2pm

Your event CLEANUP will be finished on what date? 10/31/2017 Time: 10pm

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

Is this an annual event? No ☐ Yes ☒ If yes, what year did your event begin? 2013

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

If yes, please describe:

wanting to close the street directly in front to make room for more activities - spread out congestion w/ facility.

EVENT FEATURES

Please mark all that apply:

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

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

☐ **ANIMALS.** Please describe the animals' primary purpose(s) at your event:

☐ Petting Zoo or Similar ☐ Wagon Ride or Similar ☐ Amusement Ride or Similar

Please describe the type of animals that will participate in your event:

☐ **BOUNCE HOUSE/INFLATABLE, CLIMBING WALL, DUNK TANK, OR OTHER AMUSEMENT STYLE RIDES.**

Describe: _____

Additional permit and insurance requirements apply when amusement style structures are a feature of your event. Please refer to item #10 in your Special Event Guidelines for more information.

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

canopies (pop-up) & String Lights on canopies

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

☐ **FIREWORKS/PYROTECHNICS.** Date: _____ Start Time: _____ End Time: _____

Name of Pyrotechnic provider: _____

Special permit is required. Please refer to item #13 in your Special Event Guidelines.

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

☐ **FOOD SERVICE.**

☐ Provided at no charge. Name of provider: _____

☐ Catered. Name of Caterer: _____

☐ Mobile Food Vendor. List names of all mobile food vendors invited to participate in your event:

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

☐ **GAMBLING.** ☐ Raffle ☐ Bingo ☐ Cards/Dice Other: _____

Please refer to item #15 in your Special Event Guidelines for more information.

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

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

☐ **MUSIC / SINGING, UNAMPLIFIED.** Describe: _____

☐ **OPEN FLAME.** Describe: _____

☐ **OVERNIGHT CAMPING.** Location requested: _____

Overnighters will begin to arrive on what date? _____ Departure date: _____

EVENT FEATURES (continued)

☐ **PARADE / MARCH.**

Proposed Start Location: _____

Proposed End Location: _____

Proposed Staging Area(s): _____

Start Time: _____

Estimated End Time: _____

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

☐ **PORTABLE RESTROOMS.**

Number of Units Requested:

Standard Units _____

ADA Units _____

Handwash Units _____

Extra Cleanings _____

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

☐ **ROAD or TRAIL RUN/WALK.**

Proposed Run Headquarters location: _____

Proposed Start location for runners: _____

Proposed Finish Line for runners: _____

Start Time(s): _____

All runners will be off road by what time? _____

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

☒ **STREET CLOSURE.**

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

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

☐ **OTHER NOTABLE ITEMS OR REQUESTS:** Describe: _____

INSURANCE DOCUMENTATION

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

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

APPLICATION CHECKLIST

Minimum Application Requirements:

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

Possible Application Requirements:

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

Required 14 days prior to event start date:


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

AGREEMENT and INDEMNIFICATION

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

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

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

Applicant / Authorized Agent:  Today's Date: 9/14/17

Mail or deliver your completed application & supporting documentation to:

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

For City Use

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

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

Application Fee Waived Justification: _____

- ☐ Permit Application IS NOT recommended for approval.
- ☐ Permit Application IS recommended for approval as submitted.
- ☐ Permit Application IS recommended for approval with recommended changes: _____

➤ _____
Parks and Recreation Director or Designee Date

- ☐ Permit Application IS NOT approved.
- ☐ Permit Application IS recommended for approval as submitted.
- ☐ Permit Application IS recommended for approval with recommended changes.

➤ _____
City of Burlington Mayor or Designee Date

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