

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
7:00 PM October 26, 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 October 12, 2017

AUDIT OF BILLS:

PUBLIC COMMENTS:

COUNCIL COMMENTS:

MAYOR'S UPDATE:

PROCLAMATION:

SPECIAL PRESENTATION:

OFFICERS REPORTS: TBD

UNFINISHED BUSINESS:

CONSENT AGENDA:

NEW BUSINESS:

- 1) Maiben House rental rates and policies.
- 2) Ordinance to revise and standardize billing issuance and payment dates for sewer service.
- 3) Burlington Police Department interview room recording system update.
- 4) BMC Code updates – status update.
- 5) Agreement with 20/20 Engineering for Fairhaven and Cherry St. project.

FUTURE WORKSHOP:

- 1) **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>DOWNTOWN BURLINGTON ASSOCIATION</u> | Wednesday, October 25, 2017 9:00 AM
Visitor Information Center, 520 E Fairhaven |
| 2) <u>AUDIT & FINANCE:</u> | Thursday October 26, 2017 4:00 PM
Council Chambers, 833 S Spruce St |
| 5) <u>PARKS BOARD:</u> | Monday November 6, 2017 5:30 PM
Parks & Rec. Dept., 900 E Fairhaven |
| 6) <u>LIBRARY BOARD:</u> | Tuesday November 7, 2017 6:00 PM
Library, 820 E Washington |

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
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15	16	17	18	19	20	21	19	20	21	22	23	24	25
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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	

November 2017

November 2017							December 2017						
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Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
Oct 29		30		31		Nov 1		2		3		4	
5		6 5:30pm Parks Board (Parks & Rec Dept) - Judy Sheahan		7 6:00pm Library Board (Library)		8		9 4:00pm Audit & Finance Committee (7:00pm Council Meeting 7:30pm 8:00pm Home Trust of Skagit - Spe		10		11	
12		13		14 4:00pm Public Safety Committee (Public Safety Building)		15 1:00pm SKAT Board (Burlington City Hall) 7:00pm 9:00pm Planning Commission (City Council Chambers)		16		17		18	
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26		27		28		29		30		Dec 1		2	

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Mayor Steve Sexton called the meeting to order at 7:06 PM, 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: Jennifer Berner, Kelly Blaine, Bryan Harrison, Geoff Hawes, Brad Johnson, Brittany Johnson, Michael Luvera, Kristen Morrison, Marv Pulst, Jim Rabenstein, Renee Sinclair, Sarah Ward, and Levon Yengoyan.

MINUTES:

A motion was made to approve the minutes of the September 28, 2017 council meeting by **Councilors Loving/J. DeGloria**. All in favor; motion carried.

AUDIT OF BILLS:

A motion was made by **Councilors J. DeGloria/Aslett** to approve Accounts Payable invoices to be paid in the amount of \$335,172.30; and Payroll expense for pay period ending September 25, 2017 in the amount of \$32,419.53. All in favor; motion carried. **Councilor Aslett** questioned the absence of check numbers in the Audit of Bills, stating that the use of check numbers has historically been part of a method employed by councilors to ensure that there were no gaps in check numbers. **Finance Director Renee Sinclair** discussed the change of moving from a check number-based payment system to an invoice-based system. **Sinclair** stated that the invoices provide more information, and that the council is being asked to authorize dollar amounts which have been reviewed by the Finance and Audit Committee, detailed on invoices, for checks that have already been printed. **Sinclair** explained that the internal control function of recognizing gaps in check numbers should not be done at council level, at which point the process would be too far along to stop.

PUBLIC COMMENTS:

Lee DeDonado – Resident of Burlington discussed his being recently incarcerated, and the issues faced relating to homelessness upon release from prison. **DeDonado** further discussed his views on a lack of resources available to those who are in similar situations.

COUNCIL COMMENTS:

Councilor Bieche discussed the importance of vetting issues through committees with the purpose of collaboration and for councilmembers to have sufficient time for research and review.

Councilor Aslett discussed the event that shut down Skagit River Park, stating that he did not have a full understanding of this shutdown, that full park closures should involve additional discussion, and that council should be fully informed of the renting organization.

MAYOR'S UPDATE:

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Mayor Steve Sexton introduced **Peter Browning**, new Burlington Chamber of Commerce President/CEO. **Browning** spoke briefly of his business experience, and excitement in being a part of the community of Burlington.

SPECIAL PRESENTATION:

Jennifer Rancourt of Snohomish County Office of Public Defense updated council on the public defense audit. **Rancourt** discussed the progress being made by Mountain Law's public defense attorneys as they interact with and represent clients in the City of Burlington. **Rancourt** stated that in her time monitoring public defense services, she is impressed with the level of detail and quality of representation by public defense attorneys, who are spending more time and effort with investigators, spending more time with clients, and contacting clients expediently, with the goal of a 24 hour initial contact timeframe being met 94% of the time. **Councilor Loving** discussed the cost of the public defense monitoring services. **City Administrator Bryan Harrison** discussed the positive effects of the monitoring services, and that through the services the City of Burlington is setting the bar for other municipalities. **Mayor Steve Sexton** stated that the idea behind creating a higher level of public defense services is to break the cycle of those seen in court repeatedly.

PROCLAMATION:

No proclamation.

OFFICER REPORTS

Public Works Director Marv Pulst updated council on Sewer Department: Colacurcio Brothers were awarded the project to replace the sanitary sewer line at E. Fairhaven Ave. and Regent St. **Pulst** stated that the project is in the phase of paving and installation of storm water drainage, with an expected completion date of October 31st, 2017.

Pulst informed council of the in-house project involving upgrading to fiber optics systems to facilitate communication from remotely located, unmanned sanitary sewer pumps, and that crews are working to trench one mile in order to place the fiber optic lines. **Pulst** also described the total reconstruction of (sanitary sewer) pump station 10, a contract awarded to Gary Carper Construction, a project which is set to start Dec. 1st, 2017.

Pulst updated council on the status of the \$750,000 Federal grant funded safety improvements, paving, and other modifications at the George Hopper Rd./Costco street intersection area, stating that the project is now in the phase of choosing a consultant. **Pulst** also discussed the challenges in acquiring the additional funds needed to complete the George Hopper Rd. exit, stating that beyond the \$1.7 million in Federal government funding, and the City of Burlington's

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\$300,000 contribution, grant applications for further funding have been unsuccessful. **Pulst** stated that work is being done to secure an additional \$6 million grant. **Councilor Aslett** discussed concerns regarding the left lane at the northbound off-ramp intersection at George Hopper Rd.; **Pulst** stated that he hopes this issue will be resolved with the completion of the improvement project.

Parks and Recreation Director Jennifer Berner updated council on Skagit River Park's turf maintenance project, stating that it has thus far been successful in improving the turf conditions and park's functional suitability. **Parks and Recreation Supervisor Jim Rabenstein** further discussed the details of the turf maintenance project, describing the phases of treatment, including aeration, the application of lime, fertilizer, and seed in appropriate seasonal succession.

City Administrator Bryan Harrison informed council that the State Auditors would be in the City offices on Friday, October 13th, with a meeting at 11:00 in the Finance department. **Harrison** also informed council of meetings which council was invited to attend in lieu of **Mayor Sexton**: AWC Regional Meeting, Thursday November 2nd, and Meeting with Dike District 12, Wednesday October 18th. **Harrison** asked that those willing to attend the Dike District 12 meeting contact staff member **Brian Dempsey**. **Councilor J. DeGloria** stated that he would attend the AWC Regional Meeting. **Harrison** informed council that the WCIA Risk Pools audit reviews took place this week, and that the results, which were mostly favorable, would be shared with council at the next regular council meeting.

UNFINISHED BUSINESS:

No Unfinished Business.

NEW BUSINESS:

ORDINANCE ALLOWING PLANNING COMMISSION TO SET THEIR OWN MEETING TIMES AND PRELIMINARY APPROVAL OF UPDATED ZONING AND COMPREHENSIVE PLAN MAPS

Mayor Steve Sexton informed council that this agenda item does not require a public hearing, that a public hearing was held at the Planning Committee meeting, and that it was incorrectly marked as such by mistake.

Senior Planner Brad Johnson presented the recommended ordinance amending BMC 17.76.020, which gives the Planning Commission permission to set their meeting times. **Brad Johnson** discussed the need for more flexibility of meeting times due to the ongoing

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comprehensive plan and zoning updates, which may require additional meetings, and that earlier meeting times would use staff time more efficiently, and allow for longer meetings as necessary. **Brad Johnson** explained the updated zoning and comprehensive plan maps presented, stating that the updated maps are part of the ongoing code update project, that they were converted from a CAD form to a GIS form which would allow for future updates to be made more effectively. **Brad Johnson** stated the new maps were produced to correct errors, and to correctly reflect proper zoning; that final approval and formal adoption will occur in congruence with the adoption of the remaining zoning updates in December. A motion was made by **Councilors Loving/Bieche** to approve the ordinance allowing the Planning Commissions' setting of their own meeting times, and to preliminarily approve the updated zoning and comprehensive plan maps. All in favor; motion carried.

FIBER SERVICES INTERLOCAL AGREEMENT WITH MOUNT VERNON

IT Manager Geoff Hawes presented to council the proposed agreement which would allow the City of Burlington to engage the City of Mount Vernon for fiber optic projects and repairs. **Hawes** stated that it is an hourly-based, no commitment interlocal agreement that gives Burlington access to the Mount Vernon fiber optic team, with project costs and repairs to be managed by the City of Burlington. A motion was made by **Councilors Aslett/Bieche** to approve the interlocal agreement with the City of Mount Vernon for fiber services and authorize the Mayor's signature. All in favor; motion carried.

PROPOSED AGREEMENT WITH GRAY & OSBORNE

Public Works Director Marv Pulst proposed to council a \$15,088 contract with Gray & Osborne in which Gray & Osborne will provide a sewer analysis for infrastructure modifications for the sewer line running from Sharon Ave. to the City of Burlington Waste Water Treatment Plant, as well as evaluation of existing flows and recommendations for future updates to accommodate population growth. **Pulst** reminded council of the line's collapse in April of 2017, and stated that the concrete structure of the lines would need to be improved upon, with plans for updated lines to be more serviceable. **Councilor Aslett** stated that the sewer system is one of the most expensive assets of the city, and that adjusting the fee structure in the future should be discussed at a later date. A motion was made by **Councilors J. DeGloria/Montgomery** to approve the agreement with Gray & Osborne for Engineering Services related to infrastructure modifications and authorize the Mayor's signature. All in favor; motion carried.

AGREEMENT WITH ARC ARCHITECTS FOR BUILDING ASSESSMENTS

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Public Works Director Marv Pulst discussed the process of awarding ARC Architects with the project of Building Assessments for the Parks and Recreation Building and former Carnegie Library Building, stating that ARC Architects was awarded the project due in part to their experience in remodeling these types of buildings. **Pulst** stated that the \$20,000 contract will provide framework for potential facility upgrades, which would allow for both buildings to better serve the City. A motion was made by **Councilors Montgomery/Bieche** to approve the agreement with ARC Architects for Building Assessments of the Parks and Recreation and former Carnegie library buildings and authorize the Mayor's signature. All in favor; motion carried.

REQUEST BY HUB CITY CHURCH FOR STREET CLOSURE AND SPECIAL EVENT APPLICATION

City Administrator Bryan Harrison informed council of the request by Hub City Church for street closure for a Fall Carnival on October 31st from 2:00 – 10:00 PM, and for the related special event application. **Harrison** explained that the closure would encompass a portion of North Regent Street between E. Fairhaven Avenue and E. Victoria Avenue and that the Technical Committee reviewed the closure request and had no concerns other than flashing barricades be used at both ends of the street closure. A motion was made by **Councilors Aslett/Bieche** to approve the street closure of N. Regent Street on October 31, 2017 and to approve the special event application. All in favor; motion carried.

EXECUTIVE SESSION:

No Executive Session was held.

ADJOURNMENT:

Mayor Sexton adjourned the meeting at 8:32 PM

Renee Sinclair

Steve Sexton

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Director of Budget & Accounting

Mayor

ITEM #: 1

CHECK ONE:

NEW BUS. X

OLD BUS. _____

AGENDA ITEM

Council Date: October 26, 2017 Subject: Maiben House Rental Rates and Policies
Jennifer Berner,
Parks and Recreation Director

Attachments: Facility Rental Regulations Public Hearing Required: YES () NO (X)

SUMMARY

The newly renovated Maiben House located in Maiben Park was completed May 2017. The Boys and Girls Club of Skagit County occupied the facility June – August of 2017 with a summer program for youth. Now that the summer program is completed the Maiben House is now available for community use. To rent the facility a fee and policies need to be implemented. Staff has created the proposed new rental rate and will apply the same rental policies already in place for rental of the Community Center and Parks and Recreation Bldg.

Rate:

In comparing rental spaces that already exist within the City, staff determined the size of the facility coupled with the use of the outdoor patio would align with the rental rates currently established for the Community Center Crafts Room. The proposed rental rates for the Maiben House are:

FACILITY	RENT				DAMAGE DEPOSIT	
	Burlington City Resident Mon-Thurs	Non-Resident Mon-Thurs	Burlington City Resident Fri-Sun	Non-Resident Fri-Sun	Damage Deposit	Damage Dep. With Alcohol
Maiben House and Covered Patio	\$60	\$80	\$80	\$100	\$250	\$800
	Non-Profit/Governmental Organizations (with Fed or State ID) - \$5.00 PER HOUR Restrictions apply.					
	Facility Monitor (City Staff) - \$14 PER HOUR SECURITY OFFICER - \$20 PER HOUR When required, staff and/or officer will be scheduled to arrive ½ hour prior to guest arrival and depart after all persons, including sponsor and clean-up crew have left the building.					

Hours of Operation:

Due to the Maiben House being located in a neighborhood, it is important to implement hours of operation that coincides with the surroundings. Proposed rental hours:

- Monday through Thursday from 8:00am to 9:00pm
- Friday from 8:00am to 10:00pm
- Saturday from 10:00am to 10:00pm
- Sunday from 10:00am to 9:00pm

Rental Days:

- Monday through Thursday during operating hours
- Friday or Saturday or Sunday during operating hours

The City lacks weekend staff; therefore the facility is not able to be cleaned between weekend rentals. Therefore the Maiben House facility will be available for rental either on Friday, Saturday or Sunday, only one rental Friday through Sunday. City park staff will clean the facility on Friday morning and then again on Monday morning.

RECOMMENDATION

Council Motion to approve the Maiben House rental rates, hours and days of operation and assume the current rental policies for the Community Center and Parks and Recreation Building for the Maiben House.



BURLINGTON FACILITY RENTAL REGULATIONS

It is the policy of the City of Burlington to permit the use of the Community Center and Covered Picnic Shelters by local area citizens, organizations, and groups for periodic and temporary activities. The City intends the use of its facilities to be for all citizens, focusing on senior, youth, and adult activities. Rental for commercial or "for profit" is not allowed unless approved by the City.

HOLD HARMLESS AGREEMENT

The Event Sponsor agrees to observe the laws/rules and policies/procedures set forth in the Facility Rental Regulations and by the City of Burlington and the State of Washington. The Event Sponsor agrees to reimburse the City for any costs incurred by the City in repairing damage to City property. Moreover, the Event Sponsor shall defend, indemnify and hold harmless the City of Burlington, its elected officials, appointed officers, employees 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 Event Sponsor in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Burlington.

SENIOR SERVICES

Skagit County Senior Services programs are scheduled from 8:00 am to 4:00 pm, Monday through Friday, at the Burlington Community Center. The Center is not available for rent during those hours.

HOURS OF OPERATION

The Community Center is available for rent:

- Monday through Thursday from 4:00 pm to 10:00 pm
- Friday from 4:00 pm to 12:00 midnight
- Saturday from 8:00 am to 12:00 midnight
- Sunday from 8:00 am to 10:00 pm

All activities must conclude and all guests (excluding clean-up crew) must vacate the Center by the closing hour. Clean-up crew is permitted up to an additional hour beyond standard closing time for cleaning. Special permission must be granted in advance by Department Director to deviate from the above hours. Event Sponsors and their guests are permitted access to the Center only during those hours outlined within their signed-around rental agreement.

Covered Picnic Shelters are available Sunday through Saturday from 8:00 am to sunset.

RESERVATIONS

All persons or groups wishing to host an event at the Community Center or a picnic shelter are required to reserve the facility in advance. Reservations and information can be obtained by visiting/contacting:

Burlington Parks & Recreation Department
900 E. Fairhaven Avenue
Burlington, WA 98233

Phone: 360-755-9649
Fax: 360-755-1017
Email: bparks@burlingtonwa.gov

Confirmed reservations require a completed Rental Agreement and payment of ALL applicable fees.

FACILITY MONITOR & SECURITY OFFICER/GUARD

The primary function of the Facility Monitor is to protect City facilities. A Facility Monitor (a City employee) is required to be present at your event with any one or combination of the following circumstances:

- Food will be served,

- Alcohol will be served,
- Amplified music will be provided,
- When deemed prudent by the Parks & Recreation Director.

Some events may additionally require a Security Officer/Guard. The Officer will be contracted by the City. The Facility Monitor, and Officer when applicable, must be on site during the active hours of your event and will be present until all persons, including sponsor & cleanup crew, have vacated the building. **The Monitor and Officer are not required to be present during set-up or decorating time.** The designated time for the Monitor and Officer arrival begins ½ hour prior to guest arrival.

The Event Sponsor is solely responsible for event supervision, safety of guests and ensuring compliance with City of Burlington policies. The Facility Monitor has the authority to end an event if City policies and regulations are disregarded by the sponsoring party. Monitor functions do not include assisting in setup or cleanup, the serving of food or beverages, or physically intervening in disputes.

ACCEPTED FORMS OF PAYMENT

Cash, Check, Visa or MasterCard are accepted forms of payment; **however, the Damage Deposit is payable with cash or check only.** Checks should be made payable to Burlington Parks & Recreation (or B.P.R.).

DAMAGE DEPOSIT REFUNDS

Damage Deposit refunds will automatically be processed shortly after the rental date. Refunds are issued as a check payable to the recipient indicated on the Rental Agreement. Please allow up to 4 weeks for processing of refund since City Council approval is required before issuance. Sponsors can expect a full refund if the following conditions have been met:

- There has been no destruction of the building or property,
- All rules and terms of the agreement have been complied with and City ordinances have not been violated,
- Cleanup has been performed thoroughly,
- Facility keys, if applicable, have been returned either directly to the Parks & Recreation business office at 900 E. Fairhaven Avenue or to the department's drop-box located under the maple tree in the Fairhaven Avenue parking lot.

Failure to comply with the City of Burlington's facility rental regulations will result in forfeiture of damage deposit in its entirety. In the event damage has occurred and some portion of the deposit must be surrendered, the balance of the deposit will be returned within 30 days after the damage has been corrected.

CANCELLATIONS & REFUNDS

Cancellations or date changes must be confirmed with department staff prior to the scheduled event. The following administrative fee will be charged: *(Please allow up to 4-weeks for processing refunds)*

- \$25.00 With 61 or more days' notice prior to rental date
- \$50.00 With 15 to 60 days' notice prior to rental date
- \$100.00 With 8 to 14 days' notice prior to rental date
- 50% or \$100 With 7 days or less notice from rental date, the greater of the following admin fees will be assessed: *50% of rental fee or \$100*
- If the rental fee is less than the administration fee, 100% of the rental fee will be retained.
- The rental fee is not refundable for "No-Shows".

For Organizations participating in the City's "Rent-for-Labor" Program: An administrative fee of \$10.00 will apply for cancellations confirmed with Parks & Recreation staff prior to rental time. Refunds will not be issued without advance notice of cancellation.

ALCOHOLIC BEVERAGES

The following conditions must be met for alcohol service to be permitted as a feature of the event:

1. **A Certificate of General Liability Insurance** is required from the Event Sponsor.

A. The Certificate Holder/Additional Insured must be listed as follows:

City of Burlington
833 S. Spruce Street,
Burlington WA 98233

- B. An **Endorsement Page** declaring the "City of Burlington, It's Elected Officials, Appointed Officers, Employees and Agents" as an Additional Insured must accompany the certificate.
 - C. The liability insurance coverage must provide at minimum **\$1,000,000 per occurrence** and **\$2,000,000 General Aggregate**.
 - The City must receive the certificate of coverage at minimum 14 days before event date.
 - Please note: If alcoholic beverages are being sold at your event, Liquor Liability Insurance is required with the insurance policy.
2. The Event Sponsor is required to obtain a **Liquor License** from the Washington State Liquor Control Board (WSLCB).
- Liquor licenses may be purchased online at <http://liq.wa.gov/licensing/banquet-permits>.
You may also phone 360-664-1600 for options. As of December 2017, the cost for a standard Banquet Permit is \$10.00, Special Occasion License is \$60.00.
 - During your event, the permit/license must be displayed in a conspicuous place at the event location.
 - Use of alcoholic beverages shall conform to all rules and regulations of WSLCB.
 - Contact WSLCB at www.liq.wa.gov or 360-664-1600 with questions or for additional information.
- **Consumption of alcoholic beverages is allowed within the Community Center building only.**

AMPLIFIED MUSIC

Amplified music at the event must be approved by the City in advance and approval must be indicated on the completed Rental Agreement. Per City ordinance, amplified music is permitted no earlier than 10:00 am daily and must cease no later than:

- 11:00 pm on Friday or Saturday evenings within the Community Center building.
 - 9:00 pm on Sunday through Thursday evenings within the Community Center building.
 - In City parks, music must cease by sunset on Sunday through Saturday evenings.
- **All doors and windows must remain closed** within the Community Center while music is being played. The Community Center is in a residential neighborhood and those using the facility owe consideration to the residents.
- Please note that the Community Center is **not air-conditioned**. Sponsors might consider supplementing with fans from home on warm weather days.
- DJs or live bands hired for an event should be forewarned that **smoke and dry-ice machines are not permitted**.

Detailed information regarding the City's Noise Ordinance can be found in Chapter 8.14.060 of the City's Municipal Code (BMC). To view the BMC, visit the City's website, <http://www.burlingtonwa.gov/>. Failure to comply with this City ordinance will result in forfeiture of Event Sponsor's damage deposit in its entirety.

FACILITY RENTAL GUIDELINES for NON-PROFIT & GOVERNMENTAL ORGANIZATIONS

The standard rental fee may be replaced with an hourly utility fee for community-based non-profit and governmental organizations whose purpose is non-religious and non-political in nature and when the following conditions are met. Documentation of State or Federal ID/Non-Profit Status must be provided.

1. Organizations must contact the Parks and Recreation Department in advance to reserve a facility. Confirmed reservations require a completed Rental Agreement along with payment of an hourly \$5.00 utility fee, a damage deposit and, when applicable, facility monitor & security fees.
2. All meetings must be open to the public at no charge – this includes free will offerings. Meeting room use cannot be restricted to any particular group or denied to any person or organization because of race, creed or color.
3. No products or services may be advertised, solicited or sold. Fees to cover the cost of study materials used in classes, workshops, conferences and similar events can be collected; however, the purchase of these materials cannot be a requirement for attendance and/or registration. Permission for the sale of these items must be obtained in advance through the Parks and Recreation Director.
4. The standard rental fee applies for organizations hosting fundraising events.
5. Damage deposits from organizations using the facilities on a continual basis will be held in the City's account for the length of the agreement. The deposit will be retained by the City in cases where rental conditions have not been followed as outlined in the Rental Agreement.
6. Use by organizations will be limited to 4 times per month, and not more than 8 hours per month unless prior permission has been given by the Parks and Recreation Director.
7. Confirmed reservations may be rescheduled in the event that the facility is needed to accommodate clients paying full rental fees. Every effort will be made to relocate the Non-Profit group for the scheduled date. A minimum of one week notice will be given to the Non-Profit organization.
8. An administrative fee of \$10.00 per rental date will apply for voluntary cancellations confirmed with Parks & Recreation staff prior to rental time. Refunds will not be issued without advance notice of cancellation. Please allow up to 4-weeks for refund receipt. Numerous cancellations or no-shows may result in contract review.
9. Rental Agreements will be limited to a 12-month time period and reviewed for renewal at the end of each time period. Time periods will encompass January 1st through December 31st of each calendar year.
10. Continued compliance of all rules and regulations set forth for the City of Burlington's facilities will determine further use. Non-compliance will result in termination of Rental Agreement.

INFLATABLES AND OTHER AMUSEMENT RIDES

Inflatables and other amusement rides are not permitted in City parks or facilities except for events sponsored by the City of Burlington. This feature may be approved at the City's discretion for other special events.

INAPPROPRIATE FACILITY USE

Any unlawful behavior or mischievous act while using the City's facilities can result in eviction. Misconduct, rowdiness, damage or destruction of City property or failure to leave the premises in a satisfactory condition may be sufficient reason to refuse future use of City facilities to offending Event Sponsor. The City may hold the Event Sponsor responsible for damages including repairs and/or replacement.

FACILITY KEYS

Event Sponsors renting the Burlington Community Center or Whitmarsh Horseshoe Pit Shelter will need a key for access to the facility. The Sponsor, or their designee, may pick up a key at the Parks and Recreation business office as early as 3 business days prior to the event, but no later than 4:00 pm on the last working day prior to the event (unless other arrangements have been made). Please be mindful of State and federal holidays and plan ahead accordingly. Event Sponsors should note that **picking up a key in advance does not grant permission to access the premises outside of the hours stated in the Rental Agreement.**

The key should be turned into the Facility Monitor upon their arrival at the event. If a Facility Monitor is not required at the event, the key must be returned before the end of the next business day to the Parks and Recreation Department's business office or dropped inside the gray, metal 'Drop-Box' located in department's Fairhaven Avenue parking lot (underneath the maple tree). Alternate arrangements must be listed in writing and turned in with Rental Agreement. *If City Staff is called to unlock the facility for the event, \$50.00 will be deducted from the deposit refund.

SETUP AND USE RESTRICTIONS – Burlington Community Center

1. Event Sponsor may use the "Pre-Rental Conditions Report" found on **page-8** of the Rental Regulations to list any items of concern noticed upon arrival at the rented facility.
2. The building's fire detection system is extremely sensitive and will not allow smoke in the air. Accordingly, the **use of candles or any other type of open flame is not allowed inside of the Community Center.** For this same reason, **Dry-Ice fueled or any other types of smoke generating devices are not allowed.** Use of the **Community Hall Room's fireplace is not allowed.**
3. **Only those tables and chairs located within your rented space are available for your use.** Furniture or amenities located in other areas of the Community Center are not to be relocated for your event.
4. Do not use glue, tape, tacks, nails, pins or any other fasteners that may damage the walls.
5. Do not hang objects or decorations from the ceiling.
6. Smoking is not allowed within the building. Smoking outside of the building must be at least twenty-five feet from entrances, exits, windows that open, and ventilation intakes. (Washington State RCW 70.160.075)
7. Animals are not permitted in the building. Bona fide service animals are the only exception.
8. All groups must limit activities to their rented space.
9. The Reception area is not to be rearranged or incorporated into your rented space.
10. The noise level should not impact others within or outside of the facility.
11. All alcoholic beverages must be consumed within the building- **No Exceptions.**
12. Contents of the building belong to on-going programs and are not for use by renters.
13. All personal items brought in by Event Sponsor, including those used for decoration, setup and food service, must be removed before Event Sponsor vacates the premises. No overnight storage is permitted.

FACILITY CLEANUP

Before departure, Event Sponsor is responsible for cleaning duties in all applicable rented spaces. It is NOT a function of the Facility Monitor to assess the quality of the Event Sponsor's cleanup. It is the sole responsibility of the Event Sponsor to ensure all cleanup duties have been completed before departure from the Center. Any additional cleaning deemed necessary by the City to return the facility to good order shall be charged at current overtime rate and will be deducted from the damage deposit.

Please carefully follow the Event Sponsor's Cleanup Checklist **on page-8** of the Rental Regulations.

EVENT SPONSOR'S CLEANUP CHECKLIST for the BURLINGTON COMMUNITY CENTER

The Event Sponsor is responsible for performing the following cleaning duties in all applicable rental spaces:

1. CLEANING SUPPLIES YOU WILL NEED TO BRING WITH YOU:

- ☐ Large Garbage Bags/Trash Liners (33 gallon)
- ☐ Multipurpose cleanser/disinfectant
- ☐ Glass cleaner
- ☐ Paper towels, cleaning cloths, sponge

2. REMOVE ANY DECORATIONS SETUP FOR YOUR EVENT

3. TABLES AND CHAIRS

- ☐ Thoroughly wipe down all tables, chairs & any other hard-surfaces used.
- ☐ Fold tables, stack padded chairs and return them to their original location. (The chairs & round tables in the Multi-Purpose room should not be broken down, simply returned to their original location if rearranged for your event.)
- ☐ **Only those tables & chairs located in your rented space are available for your use.** Do not rearrange furniture from other rooms for your event.

4. KITCHEN

- ☐ Thoroughly clean all countertops.
- ☐ Clean oven & stove top if it was used for your event.
- ☐ Sink must be well cleaned and free of food debris. Be sure to empty strainers.
- ☐ Remove all food brought in for your event from counters & refrigerator.
- ☐ Wipe out microwaves and refrigerator if used.

5. RESTROOMS

- ☐ Thoroughly clean countertops and sinks.
- ☐ Clean bathroom mirrors using glass cleaner.
- ☐ Check each bathroom stall and dispose of debris and garbage.
- ☐ Check individual commodes. Wipe down with cleanser and provided toilet brush, if needed.
- ☐ Be sure to check both bathrooms for use (off main lobby and in Community Hall room).

6. FLOORS

- ☐ Vacuum all carpeted areas. Vacuums are located in closets in both the Community Hall and Multi-Purpose rooms.
- ☐ Remove scuff marks made on Community Hall's tiled floor.
- ☐ Sweep & Mop. The floors of bathrooms, kitchen and the Community Hall must be swept & mopped. Brooms, mops & buckets are located in the Warming Kitchen off the Community Hall room. Be sure to **mop areas twice using hot water only letting floors dry between moppings and change water frequently.** Dirty mop water can be flushed down a toilet.

7. GARBAGE

- ☐ Pick up all garbage in rooms used.
- ☐ Empty all trash receptacles and place garbage bags in dumpster. This includes outside trash receptacles that may have been used for your event. Dumpster is located outside on the northwest corner of the Community Center building inside green fenced area. (There are two dumpsters, one for garbage, one for recycle only.)
- ☐ Replace garbage bags in trash receptacles emptied (33 gallon liners).

8. CHECK ALL DOORS AND WINDOWS TO BE SURE THEY'RE CLOSED AND LOCKED

9. CHECK STOVES & OVENS IN WARMING KITCHEN TO ENSURE THEY ARE TURNED OFF

10. TURN OFF LIGHTS (Emergency lighting will remain on.)

11. TURN IN FACILITY KEY

- ☐ Return the facility's key to the monitor if a monitor has been contracted for your event. Otherwise, the key should be returned to the Parks & Recreation office or dropped in the 'Drop-Box' located in the Parks & Recreation building's Fairhaven Avenue parking lot (underneath the maple tree). Key should be returned no later than the next business day.

12. SUGGESTIONS ON OTHER ITEMS THAT MAY BE HELPFUL TO BRING WITH YOU:

- | | | |
|-----------------------------------|---|---------------------------------------|
| • Dish washing soap, oven cleaner | • "Take away" food containers, plastic bags, foil, plastic wrap | • Cups for hot & cold beverages |
| • Dish pan for dirty dishes | • Pots/pans for food preparation | • Flatware, knives & cooking utensils |
| • Coffee maker, Water Pitcher | • Plates, Napkins | • Small garbage bins |
| • Can opener | • Table Linens | |
| • Dish Towels/Cloths | | |

PRE-RENTAL CONDITIONS REPORT – Burlington Community Center

This form is designed to help the City better track the condition of your rented facility as you found it at the start of your rental. Please use this "Pre-Rental Conditions Report" to let us know whether you found your rented facility in satisfactory condition or had concerns. Your feedback also helps us better serve your needs and the needs of future renters. Thank you for your input.

Please return this report to your Facility Monitor at the start of your rental event or in the Drop-Box located under the maple tree at the Parks & Recreation Center's Fairhaven Avenue parking lot. You may also email or fax the report to BParks@burlingtonwa.gov or (360) 755-1017.

Community Center Room	Condition Prior to Rental	Details and Comments
Floor / Carpet	Cleanliness: <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Not Satisfactory (explain)	
Tables / Chairs	Clean, accessible, sufficient: <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Not Satisfactory (explain)	
Kitchen		
Counters / Sink	Cleanliness: <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Not Satisfactory (explain)	
Oven Micro-Wave Refridgerator	Clean & Empty: <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Not Satisfactory (explain)	
Bathrooms		
Counters / Sinks / Supplies	Cleanliness: <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Not Satisfactory (explain)	
General		
Garbage Cans	All Empty: <input type="checkbox"/> Yes <input type="checkbox"/> No (please detail)	
Exterior Grounds	<input type="checkbox"/> Exterior garbage cans noted as empty; grounds clean. Further remarks or concerns?	
Overall	Comments and feedback (...challenges you encountered, or suggestions for a smoother experience in the future).	

Sponsor's Name: _____

Date of Rental: _____

Thank you!

GUIDELINES FOR USE OF COVERED PICNIC SHELTERS

1. **ALCOHOL:** Consumption of alcohol in City parks is not permitted.
2. **MUSIC:** Amplified music in City parks requires prior approval from the department director.
3. **CLEAN UP:** Outside facilities should be left clean after each event for the next patron's use. Please be sure to bring the following with you:
 - Large Garbage Bags (33 gallon)
 - Multipurpose cleanser
 - Cleaning or grilling supplies when using BBQ pit
 - Paper towels / cleaning cloths, sponge

Event Sponsor's clean up responsibilities include:

- Picking up loose garbage created by event from the ground, tables and sink.
 - Wiping down surfaces of picnic benches.
 - Removing all personal belongings and decorations from the shelter immediately after the event.
 - Emptying garbage receptacles & replacing bags.
4. **GARBAGE:** Full garbage bags at the Shelter should be placed in the nearby trash dumpster. Event Sponsor should replace bags in emptied garbage receptacles with clean 33 gallon bags. The dumpster at Maiben Park is located at the northwest corner of the Community Center building. Rotary's dumpster is in the north corner of the paved parking lot. The dumpster at the Whitmarsh Horseshoe Pits Shelter is in the nearby parking area.
 5. **PRE-CONDITIONS RENTAL REPORT:** Event Sponsor may use the "Pre-Rental Conditions" Report found on **page-10** of the Rental Regulations to list any items of concern upon Sponsor's arrival at the rented facility.
 6. **VANDALISM:** The shelters & bathrooms are cleaned and trash receptacles are emptied by Parks staff each morning. Please be aware that the Shelters are victim to frequent vandalism. If this appears to be the case upon your arrival at the shelter and it is interruptive to your event, please call the "Non-Emergency" phone number for Skagit 9-1-1, 360-428-3211 so that dispatch can contact Parks staff to address the concern.
 7. **BBQ GRILLS:** Grills for the BBQ pits located at Maiben Shelter & Whitmarsh's Horseshoe Pit Shelter are available at no additional charge. Event Sponsor must notify the Parks Department in advance if grills will be needed for the day of rental. The Sponsor must supply their own wood and/or charcoal when using the pit. There is not a pit available at the Rotary Park shelter. Personal BBQs brought from home must use charcoal or propane (LPG) as fuel. They must be of the type intended for residential or homeowner use. Larger BBQs (like those intended for commercial use) require a permit from the Burlington Fire Department.
 8. ***Please Note:** Unless reserved, covered shelters are available to the general public for use. While most users are conscientious with their cleanup, there are those that are not. Some cleanup may be needed prior to the event.

Be sure to have a copy of your signed-around Rental Agreement with you on the day of rental as it is your proof of "Right of Occupancy".

PRE-RENTAL CONDITIONS REPORT – Covered Picnic Shelter

This form is designed to help the City better track the condition of your rented facility as you found it at the start of your rental. Please use this "Pre-Rental Conditions Report" to let us know whether you found your rented facility in satisfactory condition or had concerns. Your feedback also helps us better serve your needs and the needs of future renters. Thank you for your input.

Please return this report either by Email or Fax to BParks@burlingtonwa.gov or (360) 755-1017 or by using the Parks & Recreation Drop-Box located under the maple tree in the Fairhaven Avenue parking lot.

Covered Picnic Shelter	Condition Prior to Rental	Details and Comments
Floor / Surface	Cleanliness: <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Not Satisfactory (explain)	
Tables / Benches	Cleanliness: <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Not Satisfactory (explain)	
Counters / Sink, (if applicable)	Cleanliness: <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Not Satisfactory (explain)	
Garbage Cans	Clean & Emptied: <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Not Satisfactory (explain)	
Exterior Grounds	Cleanliness: <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Not Satisfactory (explain)	
BBQ Pit & Grills	Cleanliness, Convenience: <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Not Satisfactory (explain)	
Bathroom Facility		
Restroom Building or Portable Restroom	Cleanliness: <input type="checkbox"/> Excellent <input type="checkbox"/> Satisfactory <input type="checkbox"/> Not Satisfactory (explain)	
Overall	Comments and feedback (...challenges you encountered, or suggestions for a smoother experience in the future).	

Sponsor's Name: _____

Date of Rental: _____

Thank you!

To adopt Ordinance 1844 amending Section 13.08.050 Section E and Section 13.08.080 of Title 13 to revise and standardize the billing issuance dates and payment due dates.

ORDINANCE 1844

**AN ORDINANCE OF THE CITY OF BURLINGTON AMENDING
SECTION 13.08.050 Section E AND 13.08.080 OF TITLE 13
OF THE CITY OF BURLINGTON MUNICIPAL CODE, TO
REVISE BILLING ISSUANCE DATE AND PAYMENT DUE
DATE.**

WHEREAS, the City Council finds it necessary to standardize dates of billing issuance and payment due dates for City sewage services; and

WHEREAS, the City Council desires to process billings and payments more efficiently;
and

WHEREAS, BMC 13.08.050 currently stipulates no specific date for billing issuance; and

WHEREAS, BMC 13.08.080 currently stipulates payments are due 30 days from the
“date of issuance”; and

WHEREAS, the City Council finds it is in the best interests of the City of Burlington to
standardize the billing issuance date and payment due date;

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

BMC Section 13.08.050 Section E is hereby amended to read as follows:

The above schedules shall be in effect from January through December based upon PUD
water meter or sewage flow meter readings as follows:

Bi-Monthly Billing

For Meter Reading Period:

Billing Issued:

November – December

January 20

January – February

March 20

March – April

May 20

May – June

July 20

July – August

September 20

September – October

November 20

BMC Section 13.08.080 is hereby amended to read as follows:

All of the foregoing charges for sewerage services and those hereafter fixed by the council shall be paid on or before ~~30 days~~ *the 20th of the month* after the month of billing ~~as shown upon the city's billing statement~~, and if not so paid, interest shall be charged against each delinquent account at a rate of eight percent per annum

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

INTRODUCED AND PASSED and approved at a regular meeting of the City Council this _____ day of _____, 2017.

CITY OF BURLINGTON

Steve Sexton, Mayor

ATTEST:

Renee Sinclair, Budget & Accounting Director

APPROVED AS TO FORM:

Leif Johnson, City Attorney



ITEM #: 3

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: October 26, 2017 Subject:

Michael Luvera, Chief of Police

Attachments: 3 quotes for interview room recording system Public Hearing Required: YES () NO (**X**)

SUMMARY

The current BPD interview room recording system was installed approximately 15 years ago. This dated system has VHS and cassette recording capabilities, a platform that is outdated. In addition, our current system has not been reliable and has failed to operate for several months. The ability to video/audio record a police interview for victims, witnesses and suspects is a common standard for all police agencies.

BPD received 4 quotes for a system that meets our basic needs. Signalscape quoted \$20,863; Legal Tech quoted \$16,661 dollars (we install); Centurion Building Services quoted \$14,859; and the lowest quote came from Dimensional Communications at \$13,611 dollars (they install).

RECOMMENDATION

Dimensional Communications is the lowest bid and will professionally install the system for us. They are located in Mount Vernon, WA. With council approval, BPD will repurpose current budget funding to purchase this system.

Centurion Building Services, LLC

DBA CCTV Distributors of Washington
11066 Hart Lane NE
Bainbridge Island, WA 98110
Ph 206 236 6103

Quote

Date	Estimate #
9/20/2017	1611

Name / Address
Burlington PD c/o Sgt Ed Rogge 311 Cedar St # B, Burlington, WA 98233 Phone: (360) 755-0921

~~\$13,695~~
Tax \$1,164
~~\$14,859~~

CLASS - LOCATION - BRAND

Item	Description	Qty	Cost	Total
CC-STD-2BDL- (C or O)*	Includes CaseCracker workstation with CaseCracker software pre-installed, internal DVD burner, monitor, speaker bar, keyboard, mouse, and 3-year hardware warranty and software support. Performs motion JPEG compression of video/audio for two interview rooms with one or two camera views per room. Stores up to 1900 hours of video with 2 TBs of storage space. Perfect for two interview rooms. Includes four covert or overt cameras (*must specify when ordering by denoting a C for covert and an O for overt) and two covert microphone kits.	1	12,195.00	12,195.00T
CC-INSTALL 2	TWO ROOM CASE CRACKER INSTALL	1	1,500.00	1,500.00T
Subtotal				\$13,695.00
Sales Tax (8.5%)				\$1,164.08
Total				\$14,859.08

DIMENSIONAL COMMUNICATIONS, INC.

1220 Anderson Rd
Mount Vernon, WA 98274

T: 360.424.6164 x1319
F: 360.424.8872
www.dimensional.net

Interview Room (1) Recording System

September 11, 2017

Submitted to: Burlington Police Department
311 Cedar St #B
Burlington, WA 98233

Location: Burlington

Contact: Eddie Rogge

Handwritten: \$12,545
Handwritten: \$1066

Scope of work: Provide and install a new digital video recording system with a new ceiling mount HDMI camera; the system will simultaneously record to a local hard drive (HD) in the digital video recorder (DVR) and a USB thumb drive (if inserted in the front of the DVR). The system will provide a preview screen on the wall mount rack; this will allow the officer to both monitor the room and take visual cues from the room to start/pause/stop or mark recordings. The rack will provide a simpler interface with a built in USB slot; the officer using the system will simply insert a USB thumb drive into the front of the DVR and press the record button to start the recording. The system will automatically save the most current recording(s) on the DVR-HD until space is needed; it will then delete the oldest recording (from the DVR-HD) to make space for the new recording. The system can also be configured to automatically upload a backup every night to a network drive; this will safeguard against lost interviews/evidence. The system will utilize the existing ceiling microphone. A new wall mount equipment rack will be installed in the room adjacent to the interview rooms; the rack will need a single 15-20amp outlet. DCI will provide a training session; USB thumb drives are not included. Equipment and materials as follows:

Item	Quantity	Description
1.	1	Extron SMP111 Video Recording System
2.	1	RCP101 Control Interface for SMP111
3.	1	Axis 2 Megapixel HDMI Camera - 1080p
4.	1	Visio 24" Display and mount
5.	1	Middle Atlantic Wall Mount Rack
6.	Lot	Miscellaneous Cable and Connectors
7.	Lot	Installation, Testing and Commissioning

*****Seven Thousand, One Hundred and Seventeen Dollars and 00/100 + WSST***** \$7,117.00*****

Additive Alternate #1 - Add the same system to the second Interview Room (2).
(Some of the system components will be utilized for both systems)

Add to Base: \$ 5,428.00

Initial to Accept _____

Note: This proposal does not include any electrical additions or alterations of any kind; all electrical work to be provided by others. This proposal does not include sales tax. This proposal includes for equipment, installation, testing, and final commissioning of the system, as outlined above. Any changes to scope will be accompanied by an updated proposal. This proposal excludes error and omissions insurance.

Submitted by: Avery Dahl

Time payment options are available upon request.

Cash Terms: 50% down with balance due at installation.

This proposal may be withdrawn if not accepted within thirty (30) days.

DCI Authorized Signature:

Avery Dahl

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

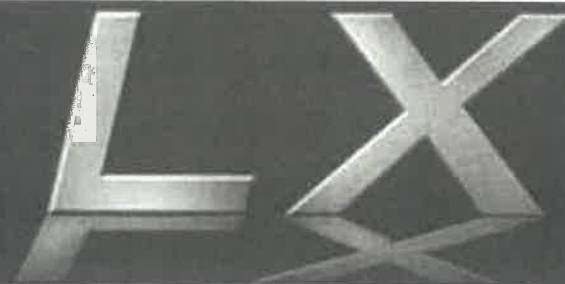
You agree that Dimensional retains a security interest in all personal property delivered pursuant to the acceptance of this proposal and to any equipment later ordered by you from Dimensional, until such time as payment of all amounts due to Dimensional are made in full. If you fail to make any payments when due, Dimensional may require you to return all personal property delivered, make it available to Dimensional for recovery, or exercise any other rights or remedies arising from RCW 62A.9A. Regardless of default, we may also file a mechanic's lien, UCC-1 form and other collateral registration. By signing this proposal you consent to such filings. All liens and security interests, if incorporated, will be released upon full payment of all amounts due Dimensional arising from or related to this proposal.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: _____

Date of Acceptance: _____

LEGALTEK
TECHNOLOGY MADE EASY



New from LegalTek
the LX DVD INTERVIEW RECORDING SYSTEM

*#15,356
we install
Tax #305.29*

- ☐ One touch record, transfer, DVD burn and finalize
- ☐ DVDs can be viewed on any standard DVD player
- ☐ MPEG2 720 X 480 D1 record resolution, 30 FPS
- ☐ Removable USB allows up to 8.5 hour recording time: Expandable to 64GB (136 hour recording time)
- ☐ Touch screen control console with record confidence display
- ☐ Over-record protection: Recorded files Read Only
- ☐ Live viewing on 17" TFT LCD monitor
- ☐ Powered stereo speaker system
- ☐ Picture-in-picture inserter: record two camera views simultaneously
- ☐ Dual audio channels for stereo recording
- ☐ Integral time/date/character generator
- ☐ Magnetic card reader: stores suspect ID in recorded metadata
- ☐ Adjustable duration pre-event recording
- ☐ Rugged all metal construction: LCD protective glass
- ☐ Self contained and maintenance free
- ☐ Software upgradeable
- ☐ Complete, Easy to Install System Packages



A new standard in digital interview recording systems...

Years of purpose driven engineering have resulted in a powerful but simple to use digital video recording system specifically designed for law enforcement interrogation documentation.

The LX is a self-contained digital video recorder that utilizes both the stable LINUX operating system and MPEG2 recording standard for universal compatibility. Time, date and department information are embedded in a recording watermark that virtually eliminates authentication challenges.

When combined with our high-resolution cameras and pre-amplified high gain microphone systems, the LX yields detailed recordings of superior intelligibility even when suspects are whispering. Choose from several system packages; Basic, Stereo, Stereo Picture-In-Picture, Child Forensic and Stereo PIP Portable and Stereo Pan Tilt Zoom with 3 Axis Controller.

Legaltek offers a broad selection of accessories to support the LX. Included are a video encoder/streaming interface, magnetic card reader, DVD transcription kit, digital audio recorders, extended warranty program and premium archival DVD media.

The LX digital recording system is both rugged and reliable. Video records directly to solid state memory, not a volatile moving DVD or hard drive. Burns standard movie DVDs FAST, no file transcoding required. Core components are currently in use by all branches of the United States Military.



Signalscape, Inc.
200 Regency Forest Drive
Suite 310
Cary, NC 27513
919.461.1111

QUOTE 1580

Date: 8.25.2017

Quote to: Eddie Rogge, Burlington Police (WA)

Sales rep: Sara Baker | sara.baker@signalscape.com

\$19,228
PK#1634

\$20,563

Name	Price	Qty	Subtotal
INR-V2.GSA - StarWitness Interviewer PC-based recording system: Desktop case, Intel Motherboard, Windows 10 Professional 64-bit OS, Video Storage Hard Drive Array: RAID 1 (mirrored) array of 2x 2TB SATA3 7200 drives, Optical: DVD-RW Dual Layer SATA Drive, USB Compact Keyboard and USB Mouse, Audio capture: Balanced and unbalanced, Primary video capture: Composite NTSC, Picture-In-Picture video capture: Composite NTSC, Speakers: Stereo Sound Bar, Headphones: Full-ear, Display: 22" flat panel display, Recording capacity: Over 1000 hrs, Video/audio quality: Full-frame-rate video synchronized with high-quality audio, DVD video format: MPEG-2 3.3 Mbps (2h video per DVD), DVD audio format: LPCM 16-bit 48KHz, One-touch recording and monitoring: pushbutton and in-room light, StarWitness Interviewer software features: Bookmarking, Timeshifted playback, Background recording.	\$6,774.43	2	\$13,548.86
INR-CAM-DOM-CU.GSA - StarWitness Interviewer Dome Close-up Camera Kit Close up dome camera and all custom connection and configuration components ideal for wall or ceiling placement in interview recording environments.	\$397.61	2	\$795.22
INR-CAM-DOM-WA.GSA - StarWitness Interviewer Dome Wide-angle Camera Kit Wide angle dome camera and all custom	\$397.61	2	\$795.22



ITEM #: 4

CHECK ONE:

NEW. BUS. X

UNFINISHED BUS. _____

AGENDA ITEM

Council Date: October 26, 2017

Subject: Update to Burlington Municipal Code

Originator: Brad Johnson, Senior Planner

Leif Johnson, City Attorney

Attachments: _____

Public Hearing Required: YES () NO (X)

Notes: _____

SUMMARY

The planning and legal departments will provide an update on the status of the municipal code update, pursuant to discussions and potential recommendations of the Planning Commission. Some general discussion of the proposed chapters may be held, depending on the outcome of the Planning Commission's upcoming meeting.

RECOMMENDATION

Discussion item only, no action required.



ITEM #: 5

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: October 26, 2017

Subject: Agreement with 2020 Engineering for
Engineering Services for Fairhaven Ave and
Cherry St Intersection Project

Attachments: 1) Agreement

Public Hearing Required: YES () NO (X)

SUMMARY

The project will convert the intersection of East Fairhaven Avenue and Cherry St/Cascade Hwy to a stop controlled, 4-way intersection. North Cherry Street will be closed and a pedestrian plaza will be created. Additional features include low-impact development stormwater measures, landscaping, sidewalks, curb extensions, lighted bollards, and asphalt overlay.

This \$97,613 contract will facilitate the construction of this State funded intersection project. The consultant shall finalize the bid package, and manage the construction phase.

Funding for this work will be provided by the Washington State Bike and Pedestrian Safety Program.

RECOMMENDATION

Motion to authorize Mayor to sign agreement with 2020 Engineering for engineering services.

CONTRACT NO. _____ DEPARTMENT: Public Works-Engineering
FEDERAL TAXPAYER I.D. 91-1950595 CONSULTANT: 2020 ENGINEERING, Inc.
SERVICES PROVIDED: Engineering Services for Cherry St. and Fairhaven Ave. Intersection Project
AMOUNT: \$97,613.00 FUND SOURCE: Arterial Street – Grant funding
DURATION: FROM: October 26, 2017 TO: December 31, 2018

AGREEMENT

THIS AGREEMENT made and entered into on this 26th day of October, 2017, by and between the *CITY OF BURLINGTON*, (hereafter referred to as the "City"), and **2020 ENGINEERING, 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 "**Exhibits 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 "**Exhibits 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, 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 **\$97,613.00**. 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 indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all third party tort claims and suits, and all injuries, damages, losses including attorney fees, arising out of or resulting from the third party claims and suits, to the extent caused by the negligent 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:

2020 ENGINEERING
Wellspring Building
814 Dupont Street
Bellingham, WA 98225

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: _____
Mark Buehrer, P.E.
President
2020 ENGINEERING, Inc.
Tax ID Number: 91-1950595
UBI Number: 601-891-564

Marv Pulst, P.E.
Public Works Director

Attest:

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

Approved As To Form

Leif Johnson, City Attorney

EXHIBIT A: SCOPE OF WORK

City of Burlington, Washington
Cherry Street and Fairhaven Avenue Intersection Improvements
2020 ENGINEERING - Project No. 694BUR
October 10, 2017

Project Description:

This project will provide intersection improvements features that demonstrate LID design methods at Cherry Street and Fairhaven Avenue in downtown Burlington, WA. The following scope of work describes the final engineering and design services required to update and complete the construction plans (the preliminary 90% construction plans, dated August 18, 2016), update specifications (from WSDOT 2014 to WSDOT 2016 edition), provide construction estimate, assist with the bidding process, and perform the construction management for this intersection improvement project.

1.0 PRECONSTRUCTION SERVICES [CONSTRUCTION DOCUMENTS]

1.1 Coordination with City of Burlington

The Consultant will coordinate with the City of Burlington Public Works Department on a regular basis to keep the City's project manager informed about project issues and schedule. The Consultant will assist in scheduling project related meetings, review, and other coordination activities to keep the project moving forward. Communication will occur on a regular basis at a frequency consistent with the overall progress of the project.

It is assumed that the City will lead BNSF railway coordination for any work affecting BNSF-owned infrastructure within the project limits. The Consultant will provide technical information, easement exhibit and support to the City in their efforts.

In addition to the required coordination with City staff, the Consultant will also provide support to the City's coordination with WSDOT to ensure the project is consistent, where necessary, with WSDOT objectives.

The City will coordinate with the City departments to discuss potential water, sanitary sewer, and storm drainage impacts. The City will communicate with utility companies (power, gas, telecommunications, etc.) to verify locations of existing facilities and to discuss potential utility impacts. The City will coordinate meetings with affected franchise utilities and discuss the potential relocation of their facilities to accommodate the project. The City will convey any related information to the Consultant.

The Consultant will provide project monitoring, including the coordination of project team members, project scheduling, and the preparation of a monthly billing statement. The Consultant will also coordinate the work of its subconsultant.

1.2 Construction Plans and Details

The Consultant will update and complete the construction plans (update and finalize the preliminary - 90% construction plans, dated August 18, 2016) and will develop and include in the construction documents any non-standard details (details not encompassed by City or State standard plans) required for construction. All necessary construction details will be included in the plan set.



EXHIBIT A – SCOPE OF WORK (continued)

1.3 Specifications

The specifications for this project will be based on the 2016 edition of the WSDOT Standard Specifications with the APWA supplement, current amendments, and City of Burlington requirements.

The Consultant will assist the City with preparation of the bid Contract Documents including the Special Provisions section of Part III – Provisions and Appendices that will address the technical construction work. The Special Provisions section will provide references and deviations from applicable sections of the 2016 WSDOT Standard Specifications. The Consultant will also provide the itemized Bid Items list that will be included in Part I – Bidding Requirements.

It is assumed that the City will provide the Consultant with a current “front-end” boilerplate for the compilation of the bid Contract Documents (City template) which includes all other sections completed by the City for the bid Contract Documents such as the Part I – Bidding Requirements and Part II – Contract Forms. The City will prepare the General Provisions section of Part III addressing issues such as inconvenience to the neighborhood and traveling public, allowable work hours, construction phasing, utility coordination and other items specific to the needs of the City of Burlington. The City will also provide the current Prevailing Wages list to be included in the Appendix section of the bid Contract Documents.

1.4 Bid Items and Cost Estimate

The Consultant shall prepare an itemized Bid Items list for inclusion in the proposal section of the Contract Documents for the Contractors' bids and the Consultant will provide an engineering estimate of construction costs for the bid Construction Documents. The bid estimate will be prepared using historical unit prices from similar projects, other current cost data, and recent City of Burlington bid results.

1.5 Bidding Assistance

The Consultant will assist the City to ensure the Contractor bids are obtained in an efficient and accurate manner. The City will prepare a Call for Bids to solicit construction bids for the intersection improvements. It is assumed that the City will distribute and advertise the Call for Bids. The Consultant will assist in preparing responses to any contractor inquiries received during the bidding process. If any revisions to the construction documents are required during the bidding process, The Consultant will assist the City to prepare the necessary addenda. It is assumed that the City will be responsible for distributing the addenda.

The Consultant will attend the public opening of received bids to provide support for the City as needed. The Consultant will assist the City in the evaluation of received bids. The City will select a bidder for award of contract. The City will coordinate with the WSDOT throughout the bidding process to ensure compliance with WSDOT public bid process requirements.



2.0 CONSTRUCTION MANAGEMENT SERVICES

2.1 Construction Phase Services - Contract Administration

1. Liaison with the City, construction contractor, appropriate agencies, property owners, and utilities.
2. Prepare and submit to City monthly, an invoice and progress report describing Consultant Team services provided that month. Prepare and submit reporting required by funding source(s), if any.
3. Organize and lead preconstruction conference:
 - a. Prepare agenda.
 - b. Conduct the meeting.
 - c. Prepare and distribute meeting notes to attendees and affected agencies.
4. Provide the City with brief monthly construction progress reports, highlighting progress and advising of issues which are likely to impact cost, schedule, or quality/scope.
5. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and require revised schedules when needed. Advise City of schedule changes.
6. Progress Meetings. Lead regular (usually weekly) progress meetings with the construction contractor, including City pre-briefing. Prepare weekly meeting agenda and meeting notes, and distribute copies to attendees. Track outstanding issues on a weekly basis.
7. Manage Submittal Process. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
8. Record of Materials. Provide Record of Materials Indicating anticipated material approvals, material compliance documentation, and materials testing requirements. Maintain records of material compliance documentation received and advise of any known deficiencies.
9. Manage RFI (Request for Information) process. Track and review/evaluate, or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.
10. Facilitate resolution of change orders. Prepare scope, impact, and independent estimate for change orders.
11. Monthly Pay Requests. Prepare monthly requests for payment and/or review payment requests submitted by the construction contractor. Review with City and construction contractor, and recommend approval, as appropriate.
12. Prevailing Wage Monitoring:
 - a. Monitor Payroll Compliance. Review Statements of Intent to Pay Prevailing Wage against the Contract Document requirements. Collect, record, and check weekly certified payrolls and conduct on-site wage interviews.
13. Assist the City in the investigation of malfunctions or failures during construction.
14. Record Drawings. Review not less than monthly, the construction contractor's redline set of contract plans. Maintain a CM Team set of conformed drawings tracking plan



EXHIBIT A – SCOPE OF WORK (continued)

changes, location of discovered anomalies and other items, as encountered by the CM team. Use these markups to check the progress of the Contractor-prepared Record Drawings.

15. Document Control. Establish and maintain document filing and tracking systems, following City guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
 - a. One hard copy of files will be kept in the Project field office.
16. Project Closeout. Prepare Certificates of Substantial (including punch list), Physical, and Final Completion for City approval and signature. Prepare final pay estimate for City approval and processing.
17. Final Records. Compile and convey final Project records, transferring to the City for archiving at final acceptance of the Project. Records will consist of hard copy originals and electronic records on electronic storage medium.

Deliverables

- Monthly Construction Progress Reports
- Schedule Review Comments
- Meeting Agendas and Notes
- Submittal Log
- Record of Materials
- RFI Log
- Change Order(s)
- Progress Pay Requests
- Certificates of Completion
- Final records - hard copy and electronic

2.2 Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, City, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT/APWA Standard Specifications.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance. Advise the City of any non-conforming work observed during site visits.
3. Prepare daily construction reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information.
4. Evaluate issues which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
5. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
6. Prepare field records and documents to help assure the Project is administered in accordance with funding agency requirements.
7. Attend and actively participate in regular on-site meetings.



EXHIBIT A – SCOPE OF WORK (continued)

8. Take periodic digital photographs during the course of construction.
9. Punch List. Upon substantial completion of work, coordinate with the City and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final Inspection with those agencies.
10. Testing. Conduct or cause to be conducted, materials and laboratory tests. Coordinate with the construction contractor the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform City and construction contractor of deficiencies.

Deliverables

- Daily Construction Reports with Project photos - submitted on a weekly basis
- Punch List(s)
- Test reports

2.3 Record Drawings

The Consultant shall prepare Record Drawings from the information obtained from the construction contractor's redline set. The drawings will be prepared in the current version of AutoCAD that meets the City's standards for format and transmittal of electronic files.

3.0 ASSUMPTIONS

1. Budget:
 - a. Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted for an 8 week construction period, from April 2017 through June 2017. This is intended to span the duration of 40 working days, plus time allotted for Project setup and closeout.
 - b. If additional budget is needed to cover such instances as the following, City and Consultant will negotiate a supplement to this Agreement:
 - The contractor's schedule requires Inspection coverage of extra crews and shifts.
 - The construction contract runs longer than the time period detailed above.
 - Any added scope tasks.
 - The work is anticipated to be performed during daytime hours. Should night work be necessary, a 15 percent premium for labor will be applied to all night shift hours worked by Consultant's employees.
 - c. The budget allocations shown on Exhibits B-1 and B-2 are itemized to aid in Project tracking purposes only. The budget may be transferred between tasks or people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
2. Items and Services City will provide:
 - a. Meeting arrangements and facilities for pre-bid, preconstruction and regularly scheduled construction meetings.
 - b. Coordination with BNSF Railroad and the City will inform the Consultant and construction contractor of any conditions required for work in and around the BNSF tracks and easement area.



EXHIBIT A – SCOPE OF WORK (continued)

- c. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
- d. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
- e. Construction Survey. Provide project control survey and staking that is not already assigned to the construction contractor.

3. Scope:

- a. Review of Shop Drawings and other construction contractor submittals is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions and inconsistencies, nor is it intended to relieve the construction contractor of their full responsibility for Contract performance, nor is the review intended to ensure a guarantee lack of inconsistencies, errors, and/or omissions between the submittals and the Contract requirements. This review will not include review of the accuracy or completeness of details, such as quantifies, dimensions, weights, or gauges, fabrication processes, construction means or methods, or coordination of the work with other trades, all of which are the sole responsibility of the construction contractor. Review of a specific item will not indicate that the Consultant has reviewed the entire assembly of which the item is a component.
- b. Consultant will provide observation services for the days/hours that its' Inspector personnel is on-site. The Inspector will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
- c. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work and pursue the other remedies in the interests of the City, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or City's expectations.
- d. Definitions and Roles. The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation", and reference to the "Inspector" role is synonymous with "Field Representative", and means: performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in conformance with the Contract Documents; and notifying the City if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified Inspector who provides a certified inspection report in accordance with an established standard.
- e. Because of prior use of the project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, Including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the City immediately for resolution.



EXHIBIT A – SCOPE OF WORK (continued)

- f. Review of Shop Drawings, samples, and other submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- g. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to complete a project, and for identifying potential schedule and coordination challenges and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.
- h. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.
- i. City agrees that Consultant will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to City, after an acceptance period of 30 days after delivery of the electronic files, because data stored on electronic media can deteriorate undetected or can be modified without Consultant's knowledge.
- j. Consultant will not be liable for any damage to the field office premises or utilities provided by City, unless caused by Consultant's own negligence.

4.0 Optional Services

All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the City, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget.

SUBCONSULTANT

TranTech Engineering - Municipal/Transportation Expertise

TranTech will provide assistance with the preparation of the final Contract Documents, including review and input of the Construction Plans & Details, Specifications, Bid items and Cost Estimate. TranTech will play a significant role in the construction management including staff overseeing the day-to-day project work to provide inspection services during construction. Refer to Exhibit B-2 for an in depth summary of scope and estimated fee budget for TranTech.

REIMBURSABLES

The following project-related expenses will be reimbursed up to the maximum amounts listed:

- | | |
|---|----------------|
| • Printing and Reproduction | \$ 500 |
| • Mileage (2,500 miles @ \$0.535/mile) | \$1,338 |

- It is assumed that (3) plan sets will be printed of the final bid plan set and the record drawing plan set.



EXHIBIT B-1: PRIME CONSULTANT COST COMPUTATIONS

	Principal Engineer	Project Engineer, PE	Project Engineer, EIT	CAD Designer	Landscape Architect	Fee Estimate
Hourly Rate:	\$180	\$110	\$95	\$85	\$110	
ELEMENT 1 - PRECONSTRUCTION SERVICES						
1.1 Coordination with City of Burlington	12					\$2,160
1.2 Construction Plans and Details	12		36	40		\$8,980
1.3 Specifications	8		24		8	\$4,600
1.4 Bid Items and Cost Estimate	2		16		4	\$2,320
1.5 Bidding Assistance	8		2			\$1,630
ELEMENT 1 Subtotal:	42	0	78	40	12	\$19,690
ELEMENT 2 - CONSTRUCTION MANAGEMENT SERVICES						
2.1 Construction Phase Services - Contract Administration	16					\$2,880
2.2 Construction Phase Services – Field	58				32	\$13,960
2.3 Record Drawings	2		24			\$2,640
ELEMENT 2 Subtotal:	76	0	24	0	32	\$19,480
SUBTOTAL:						
ELEMENT Subtotals (hours):	118	0	102	40	44	304
ELEMENT Subtotals (cost)	\$21,240	\$0	\$9,690	\$3,400	\$4,840	\$39,170
Subconsultant Costs						
TranTech Engineering – Municipal/Transportation Expertise						\$54,428
Subconsultant 4% Mandatory Markup:						\$2,177
Subconsultant Subtotal:						\$56,605
Reimbursables						
Printing & Reproduction						\$500
Mileage (2,500 miles @ \$0.535/mile)						\$1,338
Reimbursable Subtotal:						\$1,838
ESTIMATED FEE BUDGET TOTAL:						\$97,613

	Senior Civil Engineer	Project Civil Engineer	Staff Civil Engineer	CAD Technician	Construction Inspector	Fee Estimate
Hourly Rate:	\$138	\$115	\$92	\$101	\$123	
ELEMENT 1 - PRECONSTRUCTION SERVICES						
1.1 Coordination with City of Burlington						\$0
1.2 Construction Plans and Details	8			8		\$1,912
1.3 Specifications	12					\$1,656
1.4 Bid Items and Cost Estimate	2					\$276
1.5 Bidding Assistance	2					\$276
ELEMENT 1 Subtotal:	24	0	0	8	0	\$4,120
ELEMENT 2 - CONSTRUCTION MANAGEMENT SERVICES						
2.1 Construction Phase Services - Contract Administration	16	4			8	\$3,652
2.2 Construction Phase Services – Field	24	8			340	\$46,052
2.3 Record Drawings						\$0
ELEMENT 2 Subtotal:	40	12	0	0	348	\$49,704
SUBTOTAL:						
ELEMENT Subtotals (hours):	64	12	0	8	348	432
ELEMENT Subtotals (cost)	\$8,832	\$1,380	\$0	\$808	\$42,804	\$53,824
TRANTECH - ESTIMATED FEE BUDGET TOTAL:						\$54,428
Reimbursables						
Mileage (2,000 miles @ \$0.535/mile)						\$1,070
TRANTECH - ESTIMATED TOTAL:						\$55,498