

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
7:00 p.m. February 8, 2018

CALL TO ORDER:

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

MINUTES:

City Council Meeting January 25, 2018

AUDIT OF BILLS:

PUBLIC COMMENTS:

COUNCIL COMMENTS:

MAYOR'S UPDATE:

PROCLAMATION:

SPECIAL PRESENTATION:

OFFICERS REPORTS:

TBD

UNFINISHED BUSINESS:

CONSENT AGENDA:

Agreement Between Economic Development Alliance of Skagit County and City of Burlington

NEW BUSINESS:

- 1) Interlocal Agreement with Skagit Conservation District
- 2) Authorize Procurement of Van from State Contract for Buildings & Grounds Department
- 3) Reciprocal Lending Agreement for Fire Equipment with the Cities of Anacortes and Mount Vernon
- 4) Assistance to Firefighters Grant (AFG) Application – 2017
- 5) Development Agreement for Coordination of La Quinta Hotel Construction and Costco Drive Extension

FUTURE WORKSHOP:

EXECUTIVE SESSION:

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

ADJOURNMENT:

MEETINGS:

- | | |
|--|--|
| 1) <u>PARKS & RECREATION BOARD :</u> | Monday February 5, 2018 5:30 p.m.
Parks & Recreation, 900 E Fairhaven Ave |
| 2) <u>LIBRARY BOARD:</u> | Tuesday February 6, 2018 6:00 p.m.
Burlington Public Library, 820 E Washington Ave |
| 3) <u>AUDIT & FINANCE COMMITTEE:</u> | Thursday February 8, 2018 4:00 p.m.
City Hall, 833 S Spruce St |
| 3) <u>PUBLIC SAFETY COMMITTEE:</u> | Tuesday February 13, 2018 4:00 p.m.
Public Safety Building, 311 Cedar Street |
| 4) <u>PUBLIC WORKS COMMITTEE:</u> | Tuesday February 20, 2018 4:00 p.m.
City Hall, 833 S Spruce St |

February 2018

February 2018

March 2018

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

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

Jan 28 - Feb 3

Feb 4 - 10

Feb 11 - 17

Feb 18 - 24

Feb 25 - Mar 3

Kristen Morrison

March 2018

March 2018

April 2018

Su	Mo	Tu	We	Th	Fr	Sa
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Su	Mo	Tu	We	Th	Fr	Sa
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Mar 18 - 24

Mar 25 - 31

January 25, 2018

CALL TO ORDER:

Mayor Steve Sexton called the meeting to order at 7:01 p.m. with the Pledge of Allegiance. Council members present: Bill Aslett, Joe DeGloria, Rick DeGloria, Edie Edmundson, Chris Loving, Ted Montgomery, and James Stavig. Staff present: Jennifer Berner, Brian Dempsey, Lawanda Hampton, Bryan Harrison, Brittany Johnson, Leif Johnson, Michael Luvera, Kristen Morrison, Marv Pulst, Renee Sinclair, Rob Toth, and Levon Yengoyan.

MINUTES:

Councilor Joe DeGloria noted a correction in regard to the discussion involved with the Aerial Apparatus funding source, stating the specific potential inter-fund loan/funding source should not be reflected in the minutes as having been decided for certain, as that decision has not yet been made.

A motion was made to approve the minutes of the January 11, 2018 council meeting, with the correction as stated by **Councilor J. DeGloria** by **Councilors Aslett/Loving**. All in favor; motion carried.

AUDIT OF BILLS:

A motion was made by **Councilors R. DeGloria/Loving** to approve Accounts Payable invoices to be paid as reviewed on January 25, 2018 in the amount of \$266, 790.68; and Payroll expenses for pay period ending January 10, 2018 in the amount of \$388,524.59. All in favor; motion carried.

PUBLIC COMMENTS:

Ronald Foley of Anacortes, stated that he is a representative of Camping World, a Burlington business, and that Camping World is requesting to use install an electric fence as a security measure. **Cindy Williams**, with Electric Guard Dog stated that she is further representing Camping World in asking for a solution to the needs of Camping World to install an electric perimeter fence, which the current Burlington Municipal code does not allow on commercial properties. **Williams** asked council to consider allowing electric security fences in industrial applications. **City Administrator Bryan Harrison** discussed the changes occurring in the Burlington Municipal Code in 2018, stating that it's the correct time to be considering these types of variances and changes. **Administrator Harrison** asked **Williams** to leave her contact information with him, and that he would be in contact with the City's Senior Planner Brad Johnson for further discussion regarding the request.

Margaret Wilson - 11096 View Ridge Drive discussed climate change, and the Paris Agreement. **Wilson** asked council to consider supporting the Paris Agreement by viewing climatemayors.org, and to sign a resolution in support of said agreement.

COUNCIL COMMENTS:

Councilor Edie Edmundson discussed the Historical Preservation Board events and introduced three board members, who were present: Dr. Jesse Kennedy, Margie Wilson, and Councilor

January 25, 2018

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January 25, 2018

Chris Loving. **Councilor Edmundson** stated that she is very interested to see what information will be contained in the ARC presentation on this meeting's agenda.

Councilor Bill Aslett discussed the Audit and Finance Meeting, funding sources, interdepartmental loan, and timeline for the Aerial Apparatus. Councilor Aslett discussed the end-of-year accounting closeout, and comparisons between the 2017 and 2018 fiscal years with the adoption of the accrual accounting method.

MAYOR'S UPDATE:

Mayor Sexton and **City Administrator Bryan Harrison** briefly discussed their attendance of the Association of Washington Cities Action Days, which occurred on January 24th and 25th in Olympia.

PROCLAMATION:

No Proclamation.

SPECIAL PRESENTATION:

No Special Presentation.

OFFICER REPORTS:

Parks & Recreation Director Jennifer Berner presented and discussed the department's new online registrations software: Civic Rec. **Berner** presented the functions of the software and explained the improvements as compared to the previous software. **Councilor Aslett** stated that his wife used the new system of registration, and praised its ease of use.

Public Works Director Marv Pulst presented and discussed the Streets Departments project in which the Streets Department Supervisor Travis Schwetz worked to conserve funds by having his and Sewer Department staff complete the all finishing work beyond the shell of three walls and a roof, of the new heavy equipment shelter building. **Pulst** stated that the project budget was initially \$180,000, but that the in-house project completion brought the cost down significantly. **Administrator Harrison** stated that it is very unusual for this type of collaboration to occur in any government organization, and would like to have the staff involved in this project recognized for their efforts.

Pulst discussed aspects of the Fairhaven Avenue 5-way intersection improvements, timeline, and Federal grants involved, stating that he expects to award the contract for the work on this project around March 23rd, with a project completion date of June 1st. **Councilor Edmundson** inquired as to whether the Federal grant required a fund match by the City of Burlington; **Pulst** stated that there was no fund match amount requirement.

UNFINISHED BUSINESS:

No Unfinished Business.

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CONSENT AGENDA:

No Consent Agenda

NEW BUSINESS:

ARC ARCHITECT BUILDING ASSESSEMENTS

Assistant Public Works Director **Brian Dempsey** introduced **Stan Lokting**, a representative of ARC Architects. **Lokting** presented a slideshow to council and discussed findings and recommendations for the potential facility upgrades to the Parks & Recreation and Carnegie Library Buildings. Discussion regarding the general use of these facilities followed. **Lokting** asked council if it was appropriate to proceed with moving forward in getting costs for these recommendations; there was no objection from council members.

2018 COUNCIL COMMITTEE ASSIGNMENTS AND RECOMMENDATIONS

Mayor Sexton suggested council begin moving on this agenda item with the election of the Mayor Pro-Tempore and Investment Chair.

A motion was made by **Councilors Loving/Montgomery** to elect **Councilor Bill Aslett** as Mayor Pro-Tempore. All in favor; motion carried.

A motion was made by **Councilors R. DeGloria/Montgomery** to elect **Councilor Joe DeGloria** as Investment Chair. All in favor; motion carried.

Mayor Sexton asked council whether there were any desired adjustments or concerns over his committee appointments. There was no further discussion.

A motion was made by **Councilors Aslett/ R. DeGloria** to accept the Mayor's 2018 committee assignments for those positions that require confirmation by council. All in favor; motion carried.

PURCHASE OF AERIAL APPARATUS

Chief Levon Yengoyan discussed the process of the selection of the Aerial apparatus, the purpose it will serve, its necessity as an apparatus in relation to staffing issues, the scoring system used to determine the need for replacing aging apparatuses. **Councilor Loving** discussed whether there was a need for the apparatus based on mutual aid availability, cost of maintenance, staffing, and other issues. **City Attorney Leif Johnson** discussed the changes to the purchase agreement, which was given to council prior to the beginning of the meeting, stating

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that the changes include language to include indemnification. There was discussion by council on the apparatus purchase.

A motion was made by **Councilors Montgomery/Stavig** to approve the purchase of the Pierce Ascendant Aerial Apparatus via the Inter-Governmental Agreement for cooperative purchasing with the Public Procurement Authority and authorize the Mayor to sign the purchase agreement with Hughes Fire Equipment. **Councilors Aslett/J. DeGloria/R. DeGloria/Edmundson** in favor, **Councilor Loving** opposed; motion carried.

ORDINANCE AMENDING THE BUDGET FOR THE PURCHASE OF THE AERIAL APPARATUS

Director of Budget & Accounting Renee Sinclair explained the need for the proposed budget amendment in order to appropriate \$945,000 in the Equipment Rental and Repair Fund (Fund 501) in order to place the order to build the Aerial Apparatus for delivery in mid-2019.

A motion was made by **Councilors Aslett/J. DeGloria** to amend the budget appropriations as presented in proposed Ordinance XXXX, appropriating \$945,000 in the Equipment Rental and Repair Fund for the purchase of an Aerial Apparatus. **Councilors R. DeGloria/Edmundson/Montgomery/Stavig** in favor, **Councilor Loving** opposed; motion carried.

EARLY LEARNING PUBLIC LIBRARIES PARTNERSHIP TERMINATION

City Administrator Bryan Harrison discussed the termination of the partnership with the Early Learning Public Libraries Partnership (ELPLP) due to the disbanding of the organization. **Councilor Aslett** clarified and stated that this partnership termination does not in any way reflect the Library's disassociation with early learning services. **Administrator Harrison** confirmed that the Library is still very committed to providing early learning services, and to developing such services on a county-wide efforts, the termination of partnership with the ELPLP is simply because of the organization's dissolution.

A motion was made by **Councilors Aslett/J. DeGloria** to approve the Mayor's signature on the ELPLP Termination Document. All in favor; motion carried.

EARLY LEARNING PUBLIC LIBRARIES PARTNERSHIP REQUEST TO BOARD OF DIRECTORS CONCERNING DISBURSEMENT OF FUNDS

City Administrator Bryan Harrison discussed the disbursement of funds due to the dissolution of the Early Learning Public Libraries Partnership.

A motion was made by **Councilors Aslett/J. DeGloria** to approve the disbursement of funds form and authorize the Mayor's signature. All in favor; motion carried.

January 25, 2018

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BURLINGTON AND TEAMSTERS
LOCAL UNION #231**

City Administrator Bryan Harrison discussed the proposed Memorandum of Understanding, stating that its purpose is to recognize what is already practiced in regard to the most recently negotiated Collective Bargaining Agreement with the Teamsters. In the Collective Bargaining Agreement there needed to be a minor modification due to State Law requirements of rest breaks being 10 minutes in length, whereas past practice in the City of Burlington, citywide has been to allow employees 15 minute rest breaks; the MOU recognizes this for consistency.

A motion was made by **Councilors Aslett/R. DeGloria** to approve the proposed MOU recognizing the understanding between the City and the Union regarding Article 7, Hours of Work, Section 7.1.1 and authorize the Mayor's signature. All in favor; motion carried.

EXECUTIVE SESSION:

No Executive Session was held.

ADJOURNMENT:

Mayor Steve Sexton adjourned the meeting at 8:35 p.m.

Renee Sinclair
Director of Budget & Accounting

Steve Sexton
Mayor



CONSENT AGENDA – February 8, 2018

1. **Agreement between Economic Development Alliance of Skagit County and City of Burlington.**

RECOMMENDATION

Motion to approve Consent Agenda item #1 and authorize the Mayor's signature on agreement.

**AGREEMENT
BETWEEN
ECONOMIC DEVELOPMENT ALLIANCE OF SKAGIT COUNTY
AND
CITY OF BURLINGTON**

THIS AGREEMENT made and entered into by and between the City of Burlington (hereinafter referred to as the City) and the Economic Development Alliance of Skagit County (hereinafter referred to as Provider) WITNESSES THAT:

WHEREAS, the City received significant benefit from the development and expansion of the local economic base by enhancing employment opportunities for its residents and by creating additional revenues, and

WHEREAS, the City does not have the expertise or resources to adequately promote economic investment, and

WHEREAS, the provider is a nonprofit organization formed for the express purpose of promoting and attracting new business, expanding existing business and enhancing trade opportunities for all of Skagit County, and

WHEREAS, the Scope of Work included in this contract is consistent with the purpose and state law, and

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

1. 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 activities described in the Scope of Work.
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide funding for the services and activities as set forth below.

2. Scope of Work:

The Provider shall:

- a. Pro-actively market the City to potential business and industry.
- b. Provide administrative and marketing services for special development projects identified by EDASC or solicited by the community, the City or local associations.

c. Establish and coordinate services, workshops, seminars and technical assistance associated with the City's businesses regarding development, business retention and international trade.

d. Work with the City businesses on expanding employment base and on business retention efforts.

e. Maintain an industrial site inventory for the City that contains necessary information for potential businesses evaluating site locations.

3. Time of Performance:

All activities described under Scope of Work shall be conducted over the course of the current budget year, January 1, 2018 through December 31, 2018.

4. Consideration:

As consideration for services provided, as specified in Paragraph 2, the City agrees to pay the Provider the sum of \$7,500.00.

Provider will submit an invoice to the City in April, August and December for payments of \$2,500 each for services. The City shall remit payment of said invoice within 45 days to the extent the services have been provided by the provider as outlined herein.

5. Relationship:

The City and Provider intend that an independent contractual relationship be created by this contract. 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 workers compensation. Provider specifically represents and stipulates that the Provider is engaged in the business of providing the services set forth in this contract, 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.

6. Suspension, Termination, and Close Out:

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

This agreement shall be governed by and construed in accordance with the laws of Skagit County, State of Washington, including any regulation ordinance, or

other requirement of any governmental agency having or asserting jurisdiction over the services provided hereunder.

7. Changes, Amendments, Modifications:

The City may, from time to time, require changes or modifications in the Scope of Work to be performed hereunder.

Such changes, including any decrease or increase in the amount of compensation therefore, which are mutually agreed upon by the City and the Provider, shall be incorporated by written amendments to this contract.

8. Assignability:

The Provider shall not assign any interest on this contract, and shall not transfer any interest on the contract (whether by assignment or novation), without prior written consent of the City.

9. Reports and Information:

The Provider, at such times as and in such form as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work of services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

10. Compliance with Local Laws:

The Provider shall comply with all applicable laws, ordinances, and codes of the state and local government and the Provider shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

11. Audits and Inspections:

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

12. Hold Harmless:

The Provider agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained

by any person or persons, arising out of or in consequence of the Provider's and its agents' negligent performance of work associated with this agreement.

13. Notices:

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

City of Burlington
ATTN: Bryan Harrison
833 S Spruce Street
Burlington, WA 98233

Any notices sent to EDASC shall be sent to:

EDASC
ATTN: John Sternlicht
PO Box 40
Mount Vernon, WA 98273

14. Dispute Resolution:

If for any reason either party fails to comply with any material provision of this agreement or any material obligation assumed hereunder, the parties shall meet and confer in good faith in an effort to agree on resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach, the other party shall provide to the defaulting party written notice (default notice) detailing the nature of the default and the steps required to cure such default and may terminate such agreement, upon written notice if the defaulting party fails to cure such default or commence and diligently pursue to cure the default within thirty days after receiving the default notice.

This agreement contains all terms and conditions agreed to by the City and the Provider.

IN WITNESS WHEREOF, the City and the Provider have executed this contract agreement as of the date and year last written below:

CITY OF BURLINGTON:

Steve Sexton
Mayor of Burlington

Date

APPROVED AS TO FORM:

Leif Johnson, City Attorney

Date

**ECONOMIC DEVELOPMENT ALLIANCE
OF SKAGIT COUNTY:**

John Sternlicht
John Sternlicht
CEO

1-25-2018

Date

After Recording Return to:

City of Burlington
Engineering & Administration
833 South Spruce Street
Burlington, WA 98233

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT CONSERVATION DISTRICT AND CITY OF BURLINGTON

WHEREAS, Phase II municipal stormwater permits require that municipalities develop, and implement a stormwater management program ("SWMP") designed to reduce pollutants to the maximum extent practicable and that minimum control measures in the SWMP include: (i.) Public education and outreach on stormwater impacts, (ii.) Public participation/involvement opportunities, (iii.) Detection and elimination of illicit discharges to the MS4 (a regulatory program), (iv.) Post-construction stormwater management in new development and redevelopment (a regulatory program), and (v.) Pollution prevention and good housekeeping for municipal operations; and,

WHEREAS, City of Burlington and the Skagit Conservation District would achieve mutual benefit from an agreement which would allow the SCD to perform work on a reimbursable basis to assist City of Burlington complete certain tasks related to the implementation of NPDES Phase II permit requirements; and,

WHEREAS, working cooperatively on these programs can greatly aid in their overall quality, efficiency and economy.

NOW THEREFORE, THIS AGREEMENT (herein the "Agreement") is made and entered into by and between Skagit Conservation District ("District") and City of Burlington, Washington ("City") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. District and City may be individually referred to herein as "party" and may be collectively referred to herein as the "parties." In

consideration of the following terms and conditions, the parties mutually agree as follows:

1. **GENERAL PURPOSE:** The City will reimburse the District for up to Forty Five Thousand Dollars (\$45,000) of the District's actual costs of planning and carrying out specific public education and outreach activities related to stormwater management, as specified in Exhibit A (attached hereto and incorporated by reference). The City intends to use these activities to fulfill its responsibilities under National Pollution Discharge Elimination System Phase II (NPDES II) permit Program under Section S5.C.1 and Section S5.C.2. This work is in addition to a previous agreement between the City and the District for similar services, which successfully completed several initial tasks associated with NPDES II permit compliance, including LID workshops, stormwater education in schools, and coordination of the Stream Team volunteer program.

2. **RESPONSIBILITIES:**

2.1 The City shall:

2.2.1 Verify with the State Department of Ecology that tasks and deliverables performed and submitted pursuant to this Agreement meet the City's NPDES, Phase II requirements.

2.2.2 Reimburse the District for the work as identified in Exhibit A (Scope of Work and Schedule), in accordance with the terms of this Agreement.

2.2.3 The City is not obligated to perform or provide any other services, duties, or responsibilities except as otherwise specified pursuant to the terms of this Agreement.

2.3 The District shall:

2.3.1 Provide the work, services, and deliverables as described in Exhibit A (Scope of Work and Schedule), in accordance with the terms of this Agreement.

2.3.2 Be responsible for overseeing and managing volunteers identified in Exhibit A. All volunteers shall be volunteers of the District and not volunteers of the City.

2.3.3 Be responsible and liable for all costs and expenses associated with all work involved in the education and outreach plan not reimbursed under this Agreement unless this Agreement is subsequently amended as provided for in Section 9 of this Agreement.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be effective upon date of last signature through December 31, 2019

4. MANNER OF PAYMENT:

4.1 The District shall submit invoice(s) in a timely manner and include with each invoice a report fully documenting each task and work accomplished. Invoices shall be accompanied by any backup documentation pertaining to the invoice as may be requested by the City.

4.2 Upon receipt of invoices from the District pursuant to 4.1, the City shall pay the District for expenditures based on satisfactory performance and progress toward deliverables as provided and documented in reports accompanying detailed invoices for services. The City shall pay such invoice(s) to the District within thirty (30) days. Such payment shall be full compensation for work performed or services rendered, including, but not limited to all labor, materials, supplies, equipment, and incidentals necessary to complete the work (as identified and described at Exhibit A).

4.3 The maximum funding under this Agreement is limited to Forty Five Thousand Dollars (\$45,000) for the services as outlined in Exhibit A (Scope of Work and Schedule). No more than Twenty Five Thousand and Sixty Three Dollars (\$25,063) is eligible for reimbursement in any single calendar year.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The City's representative shall be the Assistant City Engineer or Public Works Director.

5.2 District's representative shall be the District Manager.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the City by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of

giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **DOCUMENTS AND MATERIALS PRODUCED:** The City shall have the right to use and distribute any and all documents, writings, data, public records or other materials prepared by either party in connection with performance of this Agreement. When using material that is funded under the Implementation Grant, the parties shall acknowledge the funding source.

12. **DEFAULT:** Failure of the parties to comply with the terms of this Agreement shall constitute default.

13. **VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in the County of Skagit. This agreement shall be governed by the laws of the State of Washington.

14. **NO THIRD PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party.

15. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

EXECUTED, this 24th day of January, 2018, for the SKAGIT CONSERVATION DISTRICT:

SKAGIT CONSERVATION DISTRICT:

for By: [Signature]
Dean Wesen
Chair

Mailing Address:

Skagit Conservation District
2021 E. College Way, Suite 203
Mount Vernon, WA 98273-2373

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, _____.

APPROVED:

Mayor

Steve Sexton

Recommended:

By: _____
Public Works Director

By: _____
Finance Director

Approved as to Form:

By: _____
City Attorney

Exhibit 'A' – Scope of Work and Schedule

Public Education, Outreach, Participation and Involvement Project for National Pollution Discharge Elimination System (NPDES) Phase II Compliance

1.0 Public Education, Outreach, Participation and Involvement

The District, with City assistance, shall develop and implement activities for addressing the “Public Participation and Involvement” minimum control measure, one of six measures required to meet the conditions of the NPDES stormwater permit. The essential goals include improving public knowledge of local stormwater issues, receiving public input on potential solutions, gaining public support for the compliance with the County’s Comprehensive Stormwater Management Plan (CSMP), and developing a volunteer workforce to help implement this plan.

Task 1.1 Host Two Private Stormwater Facility Maintenance Workshops

The SCD will organize and implement two partial day or evening workshops focusing on Private Stormwater Facility Maintenance. The target audience for this group will be Home Owner Associations, private stormwater facility owners, and the general public. These workshops will focus on educating the audience on their responsibilities to maintain their private stormwater facilities.

Required Tasks and Deliverables:

The District, with City assistance, shall develop and deliver two partial day or evening workshops. The first workshop shall occur before June 30, 2018. The second workshop shall occur before June 30, 2019. The workshops shall include:

- 1) An overview of the key components of identifying private stormwater maintenance and a field trip to visit several private facility examples.
- 2) An assessment of the attendees behavior change as a result of the workshop.

Annual Cost: \$1,500

- Plus 10% Administration fee = **\$1,650**

Task 1.2 – Watershed Masters Volunteer Training Program

This volunteer training program will target residents of all major drainage basins within the lower Skagit, including Gages Slough on an annual basis. This program consists of 40 hours of training and will focus on: providing presentations/training to the Watershed Masters (WSM) on City stormwater program priorities through classroom and fieldtrip activities. Topics covered include, but are not limited to: watershed history and geology, water quality, stream ecology, salmon, wetlands and soils, agricultural and forestry BMPs, stormwater runoff and activities that landowners can do to reduce stormwater water quality impacts, and low impact development practices. Content of coursework will be coordinated with City staff to meet the needs of City stormwater program. Participants will return 40 hours of

volunteer service and make a commitment to reduce stormwater runoff impacts in their own backyards.

Required Tasks and Deliverables:

The District shall organize and present one Watershed Masters Program annually beginning in 2015 (2015, 2016, 2017, 2018, 2019). The SCD shall:

1. Perform recruitment of interested community residents to participate in the annual Watershed Masters Volunteer Training Program.
2. Document participation and volunteer activities conducted by the Watershed Masters volunteers.
3. Coordinate and track volunteer hours contributed by participants.
4. Include program evaluation forms that will be completed by the participants to determine behavior changes implemented.
5. Participants will report BMPs implemented at home based on education learned during training.

Annual Cost: \$1,955

- Plus 10% Administration fee = **\$2,150**

Task 1.3 – Volunteer Water Quality Monitoring Program (Skagit Stream Team)

The primary purposes of the program are: to inspire stewardship in regards to water quality by educating citizens about land use, stormwater runoff, and nonpoint source pollution and involving them in the process of water quality data gathering; to develop and implement a routing sampling program that can be used to assess water quality trends, characterize the existing water quality of priority freshwater drainages, and to determine how water quality conditions compare to State Standards; and to document improvements in water quality as a result of the implementation of BMPs. A Quality Assurance/Quality Control (QA/QC) plan and lab plan for the Stream Team program have been approved by the Washington Department of Ecology. Water quality conditions samples by volunteers currently include: fecal coliform bacteria, dissolved oxygen, water temperature, turbidity, and total depth.

- A. Coordinate with the City to determine priority areas for monitoring.
- B. Coordinate with the City jurisdictions to determine stream priority.
- C. Promote program in partnership with local jurisdictions and recruit citizen participation.
- D. Coordinate volunteer activities; maintain volunteer records and data sheets and coordinate volunteer recognition events.

Required Task and Deliverables:

- Annual recruitment of volunteers to participate in the Stream Team program will be conducted. Recruitment efforts will target local residents age 18 and up, Watershed Masters, and Environmental Tech students attending Skagit Valley College.

- The SCD shall conduct an annual 3-session training event beginning in 2018.
- Each year, a team of volunteers (2-3 volunteers on each team) will make a commitment to collect water quality data at 4-5 assigned stations on a monthly basis for one year (each station will be monitored twice a month). Stations will be located in consultation with City staff.
- Volunteer hours contributed by participants will be tracked on a yearly basis and submitted with 4th quarter reports.
- An annual report will be submitted to the City on or before January 15 of each year.

Annual Cost: \$4,000

- Plus 10% Administration fee = **\$4,400**

Task 1.4 – Storm Drain Labeling

Storm drain labeling involves labeling storm drains with messages warning citizens not to dump pollutants in the streams. Based on previous experience, the District recommends the use of permanent marking methods, such as ceramic tiles, plastic markers, or metal markers (rather than painting with stencils). Permanent storm drain markers are more cost effective in the long term, more durable and aesthetic, and are environmentally friendly. Volunteer groups, such as the Watershed Masters, Skagit Stream Team, Skagit Valley College students, and Boy Scouts/Girl Scouts can be trained to install the labels.

Required Tasks and Deliverables:

The District shall organize and lead a minimum of two partial day Storm Drain Labeling events within City's NPDES Permit area. The SCD shall:

- Work with the City to determine appropriate and priority locations for labeling.
- Recruit/train volunteers, such as the Watershed Masters, Skagit Stream Team, Skagit Valley College students, and local Boy Scout/Girl Scouts to begin installing markers each year— training/recruitment will be ongoing.
- Continue on an ongoing basis the volunteer recruitment to install markers and inspection of storm drain inlets. The program will be promoted May through October (best weather for installation).
- Map the location of installed storm drain labels utilizing GPS equipment.
- A summary report and map of installed storm drain labels shall be provide to the City on or before January 15 of each year.

Annual Cost: \$690

- Plus 10% Administration fee = **\$ 760**

2.0 Public Education and Outreach

The District, with City assistance, shall develop and implement activities for addressing the "Public Education and Outreach" minimum control measure, one of six measures

required to meet the conditions of the NPDES stormwater permit. The goal of this minimum control measure is to facilitate greater public awareness of the sensitivity of local surface waters, their beneficial uses, the detrimental effects of polluted storm water and illicit discharges, and measures that can be taken to reduce stormwater pollution.

Task 2.1 – Backyard Conservation Stewardship Short Course Program

This annual 6-week short course will feature tips for native plant landscaping, environmentally friendly gardening practices, composting, mulching, nutrient management, pest management, landscaping for wildlife, water conservation tips, low impact development practices for homeowners, and overall, backyard practices that will reduce stormwater runoff pollution. The training will be provided by local experts. Participants will attend 6 evening sessions (once a week) and two Saturday field excursions. The following topics will be included in the training: Proper use and disposal of pesticides, herbicides, and fertilizers, and use of non-toxic alternatives; use of native plants in landscaping, reducing size of lawn;; preventive car maintenance, including proper disposal of used oil, coolant, and other toxic materials; use of permeable pavement for driveways and patios; proper disposal of pet waste and livestock waste and composting.

Required Tasks and Deliverables:

The District shall organize and present one Backyard Conservation Stewardship Course Program annually beginning in 2018. The SCD shall:

- Organize and conduct the Backyard Conservation Stewardship program in partnership with local jurisdictions on an annual basis.
- Engage in recruitment of interested residents to participate in the annual Backyard Conservation Stewardship program.
- Coordinate with, and involve businesses, schools, parks, and other organizations in establishing backyard stewardship practices that will promote habitat for wildlife and reduce stormwater runoff.
- Provide one evening or Saturday public workshop promoting backyard conservation practices annually beginning in 2018.
- Document participation of class attendees.
- Ensure that program evaluation forms are completed by the participants to determine class effectiveness. Follow up surveys will be conducted on an annual basis to determine whether or not class participants have made behavior changes to reduce stormwater impacts based on what was learned in the program.

Annual Cost: \$1,955

- Plus 10% Administration fee = **\$2,150**

Task 2.2 – Resource Materials/Education for Local Schools

The District currently maintains an enviroscape watershed model that is available for presentations or available for teachers (or other agency personnel) to borrow. An information packet, which contains a brief description of all materials available to teachers will be compiled and mailed to all elementary schools located throughout Skagit County (urban and rural areas) each September, to all elementary school teachers as well as science and agriculture teachers at the middle school and high school levels, home schools, and other groups. Information about other District educational programs, such as Envirothon, 6th Grade Conservation Tour, and the Annual Natural Resource Poster Contest, and live presentations available by District staff will be included in the packet.

Required Tasks & Deliverables:

The District shall prepare and send out an annual teacher's packet, provide classroom presentations, and provide educational resources to teachers. The SCD shall:

- Incorporate a special section in the annual teacher's packet that will specifically highlight stormwater and low impact development education materials and presentations available.
- Provide classroom presentations on stormwater and water resources to local schools (and other groups) as requested. The enviroscape model and the "Raindrop Walk" are both useful tools in teaching youth about stormwater and water quality.
- Distribute 100 teacher's information packets highlighting resources on stormwater and water quality available through the District office.
- Give a minimum of 10 presentations each year to local schools or other youth groups on pollution from stormwater.

Annual Cost: \$1,100

- Plus 10% Administration fee = **\$1,265**

Task 2.3 – Miscellaneous

Assist City with other related programs or tasks on an as needed basis upon mutual agreement between City and SCD, such as providing annual reporting requirements.

Required Tasks and Deliverables:

To be determined as agreed to between the parties.

Annual Cost: \$1,696

- Plus 10% Administration fee = **\$1,865.6**

Task 2.4 – Stormwater Educational Brochures and Fact Sheets

The District will develop a series of educational brochures and/or fact sheets for the general public and specific audiences (homeowners, businesses, landscapers, property managers, engineers, developers, contractors, land use planners, etc) on various topics that could range from landscaping, low impact development, recycling, disposing of motor oil and other hazardous materials, water conservation, pet waste management, etc. Where the demographics are applicable, the information may also be printed in Spanish.

Required Tasks and Deliverables:

The District shall develop and mail stormwater related education brochures, fact sheets, and posters to a variety of target groups. The SCD shall:

- Coordinate with the City and local citizen groups to choose stormwater education topics that will be used to generate a series of brochures and/or fact sheets.
- Oversee printing and distribution of these materials.
- A minimum of 4 educational brochures/fliers will be developed & distributed.
- Develop educational materials to target mobile businesses, landscapers, homeowners, and property managers.
- Complete and distribute two educational fliers or brochures on or before June 30, 2019.
- Complete and distribute two educational posters on or before June 30, 2019.

Annual Cost: \$1,960

- Plus 10% Administration fee = **\$2,156**

Task 2.5 – Workshops for Local Contractors and Businesses

The SCD will organize and implement two public workshops focusing on topics that include green roofs, pervious pavement, rain gardens, biofiltration, pervious pavement, and pervious concrete. The target audience for these workshops will be local contractors and businesses.

Required Tasks and Deliverables:

The SCD will organize and implement two public workshops focusing on education and outreach to local contractors and businesses on a variety of Low Impact Development (LID) techniques.

The District, with City assistance, shall develop and deliver two partial day or evening workshops. The first workshop shall occur before June 30, 2018. The second workshop shall occur before June 30, 2019. The workshops shall include:

- 1)An overview of the benefits and challenges of the different types of LID techniques and instruction on how to implement LID into their operations
- 2)An assessment of the attendees behavior change as a result of the workshop.

Annual Cost: \$1,500

- Plus 10% Administration fee = **\$1,650**

Task 2.6 – PSSH Community Event Display Board

The District will maintain and update a stormwater education display and booth educational activities and host at local events, such as Skagit River Salmon Festival, Festival of Family Farms, Kids in Nature, public meetings and workshops, etc. The display board will emphasize the Puget Sound Starts Here (PSSH) logo and materials and be displayed at various community events throughout Skagit County.

Required Tasks and Deliverables:

The District shall:

- Maintain and update professionally made display board of high quality materials that is easily stored and transported.
- Host stormwater education display and “hands on” stormwater education activities at local events throughout the year.
- Store the display board and track the use of the display board by permittees participating in the interlocal agreement.

Annual Cost: \$1,656

Plus 10% Administration fee = **\$1,821.6**

Task 2.7 – Produce Media Advertisements

The District will coordinate with all of the Skagit County Municipal NPDES Phase II permittees to design and produce a variety of media advertisements to promote the permittees stormwater pollution hotline numbers.

Required Tasks and Deliverables:

The District shall:

- Design and produce one media advertisement annually. The media format may include newspaper, social media, internet, and radio.
- SCD will coordinate the advertisement with City staff.

Annual Cost: \$950

Plus 10% Administration fee = **\$1,045**



ITEM #: 2

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: February 8, 2018

Subject: Authorize Procurement of Van from State
Contract for Buildings & Grounds Department

Attachments: 1) State Contract Quote

Public Hearing Required: YES () NO (X)

SUMMARY

Attached is quote from Washington State Department of Enterprise Services (State Contract) for a utility van to be utilized by the Buildings and Grounds division of the Public Works Department. This vehicle will replace a broken down custodian van. Currently, 2 custodians are sharing 1 vehicle. This item has been identified and approved in the capital facility plan for Buildings and Grounds Department. A pickup truck was budgeted for this year within the ER&R fund for \$25,000.

Staff is requesting a utility van instead of pick-up truck for a total cost of \$28,287.60 (including taxes). An enclosed utility van will be more suitable for maintenance and facility work. City staff will outfit the van with shelves, drawers, ladders and tools to tackle any city job.

RECOMMENDATION

Authorize procurement of utility van from State Contract for Buildings and Grounds Department.

From: NOREPLY@des.wa.gov [<mailto:NOREPLY@des.wa.gov>]
Sent: Thursday, January 18, 2018 10:12 AM
To: Eric Peterson
Cc: Philip.Saunders@des.wa.gov
Subject: Vehicle Quote - 2018-1-587 - BURLINGTON, CITY OF - 22902

Vehicle Quote Number: 2018-1-587 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Dwayne Lane's Chrysler Jeep Dodge (W1675)
10515 Evergreen Way
Everett WA 98204

Dealer Contact: Mike O'Donnell
Dealer Phone: (425) 551-4905 Ext:
Dealer Email: fleet@dwaynelane.com

Organization Information

Organization: BURLINGTON, CITY OF - 22902

Email: ericp@burlingtonwa.gov

Quote Notes: Request an official quote for listed model/specs. 1/18/2018.

Vehicle Location: DEER PARK

Color Options

Bright White Clear Coat (PW7) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2018-0415-001	2018 Ram Promaster 1500 Cargo Van Low Roof (118 IN WB) (VF1L11) (21A)	1	\$21,998.00	\$21,998.00
2018-0415-003	Credit for pickup from Dealer (Orders for Western Washington) (Deduct)	1	(\$40.00)	(\$40.00)
2018-0415-005	VINYL Bucket Seats/Black in lieu of Cloth seats (*B7/X-9)	1	\$100.00	\$100.00
2018-0415-018	Daytime Running Headlamps (LMK)	1	\$50.00	\$50.00
2018-0415-028	Glass alternative, Rear hinged doors WITH glass (GLB)	1	\$195.00	\$195.00
2018-0415-030	Glass Alternative. Right Sliding Door with Fixed Glass (GKB): Includes Van Window Grate (XTZ) and Deep Tint Sinscreen Glass (GEG). Not available with Cargo Partition (CWC) option 033.	1	\$195.00	\$195.00
2018-0415-034	Cargo Partition with Small Sliding Window (XJ1): No door. Not available with Passenger Swivel Seat (CHR) option 013 and not available with Driver Swivel Seat	1	\$495.00	\$495.00

(CEA) option 012.			
2018-0415-035 Side Wall Paneling Upper and Lower (CTE)	1	\$195.00	\$195.00
2018-0415-036 LED Cargo Area Lighting (LCP)	1	\$285.00	\$285.00
2018-0415-038 Wood Floor with composite overlay (CME)	1	\$445.00	\$445.00
2018-0415-040 Mopar Slush Mat Front Walk Thru (CCK): Not available with Passenger Double Seat (CAA) option 007 and not available with Mopar Carpet Fir Mat Front Walk Thru (CCL) option 041.	1	\$110.00	\$110.00
2018-0415-044 MOPAR Trailer Tow Group (AHT): includes Mopar 7 and 4 Pin Wiring Harness (XF2) and Class IV Receiver Hitch (XFH)	1	\$585.00	\$585.00
2018-0415-051 12VRear Aux power outlet (JKP)	1	\$45.00	\$45.00
2018-0415-540 Ladder Racks - Adrian Steel 3 Bar Utility Rack with rear roller, White (ADR 3BARRPM-W)	1	\$1,058.00	\$1,058.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$25,716.00
10.0 % Sales Tax:	\$2,571.60
Quote Total:	\$28,287.60





ITEM #: 3

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: February 8, 2018
Levon Yengoyan, Fire Chief

Subject: Reciprocal Lending Agreement for Fire Equipment
with the Cities of Anacortes and Mount Vernon

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

SUMMARY

The Burlington Fire Department manages a front line fleet of 1 Engine, 1 Ladder Truck, 1 Aid Unit, and 2 Command Vehicles. In addition, the department has a reserve engine for times when the front line vehicle is out of service. The Cities of Anacortes and Mount Vernon also operate and maintain front line and reserve response equipment.

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

RECOMMENDATION

I motion to approve the proposed Reciprocal Lending Agreement for Fire Equipment with the Cities of Anacortes and Mount Vernon and authorize the Mayor to execute the Agreement.

RECIPROCAL LENDING AGREEMENT OF FIRE EQUIPMENT

The City of Burlington The City of Mount Vernon The City of Anacortes

This Agreement ("Agreement") is entered into and effective the ____ day of _____ 2018 by and between the City of Burlington, Washington, a municipal corporation ("Burlington") and the City of Mount Vernon, Washington, a municipal corporation ("Mount Vernon") the City of Anacortes, Washington, a municipal corporation ("Anacortes") collectively referred herein as "the Cities" or "the Parties".

RECITALS

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

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

1. The recitals set forth above are incorporated as if set forth fully herein by this reference.

2. **Purpose.** It is the purpose of this Agreement to mutually enhance the capabilities and coordination of the Parties' emergency services by providing a functional operational framework for the sharing of emergency responder resources.

3. **Definitions.**

"Backup Fire Apparatus" shall mean Backup Fire Apparatus that is not in use nor needed by the Lending Municipality and is otherwise available and surplus to the immediate needs of the Lending Municipality at the time of request and the reasonably foreseeable needs for the length time the Backup Fire Apparatus is requested by the Requesting Municipality at the Lending Municipality's sole discretion.

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

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

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

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

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

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

4. **Responsibilities of the Parties**

- (a) *Lending of Backup Fire Apparatus.* The Cities agree that a Lending Municipality may lend Backup Fire Apparatus to the Requesting Municipality for the length of time requested when the Requesting Municipality's Backup Fire Apparatus is out of service. The Requesting Municipality may make a request for use of the Lending Municipality's Backup Fire Apparatus only if the Requesting Municipality:
- (i) Has a shortage of available Backup Fire Apparatus to provide customary coverage within the boundaries of the Requesting Municipality to enable the Requesting Municipality to adequately respond to fire and other emergencies while its Backup Fire Apparatus is being maintained and/or repaired, and/or until a new unit can be delivered

- (ii) Needs the use of the requested Backup Fire Apparatus for a period of more than one day, and
 - (iii) Identifies a specific length of time the Requesting Municipality seeks use of the Backup Fire Apparatus, and
 - (iv) The Requesting Municipality initiates the request either via phone or email. If the initial request is made via phone then a follow up email shall be provided for documentation.
- (b) *Lending is Discretionary.* A Lending Municipality may refuse the request of the Requesting Municipality at its sole discretion, without cause, for any reason or for no reason.
- (c) *Lending Municipality Take Back.* The Lending Municipality may recall Backup Fire Apparatus that has been loaned to the Requesting Municipality due to current needs of the Lending Municipality by notifying the Fire Chief (or next officer in command if unavailable) of the Requesting Municipality verbally or in writing. If the Lending Municipality makes such a recall request, the Requesting Municipality shall return the Backup Fire Apparatus as soon as reasonably possible, but not later than following completion of the incident for which it is currently being used.
- (d) *Required Approvals.* The Requesting Municipality shall be responsible for obtaining and maintaining throughout the term of this Agreement all licenses, permits, certificates, and governmental authorizations for its employees and agents necessary to perform all of its obligations under this Agreement, including, but not limited to, obtaining any licenses required from the State of Washington.
- (e) *Delivery of Backup Fire Apparatus.* In the event the Lending Municipality agrees to lend Backup Fire Apparatus, the Lending Municipality shall notify in writing that the Backup Fire Apparatus is available for use by the Requesting Municipality including instructions of where and when the Backup Fire Apparatus may be picked up. Responsibility for delivery shall be borne by the Requesting Municipality. Requesting Municipality shall be responsible for prompt delivery back to the Lending Municipality as instructed by the Lending Municipality.
- (f) *Risk of Loss/Liability.* Risk of loss of all Backup Fire Apparatus shall pass to the Requesting Municipality from the time the Requesting Municipality (either directly or through third party) picks up the Backup Fire Apparatus until the time of delivery back to the Lending Municipality. Other provisions in this Agreement notwithstanding, the Requesting Municipality shall be liable for any accidents, collisions, and all injuries and other damages, (including attorney's fees and costs) from any claims or demands of losses arising from the operation of Backup Fire Apparatus owned by the Lending Municipality from the time the Requesting Municipality (either directly or through third party) picks up the Backup Fire Apparatus until the time of delivery back to the Lending Municipality. Liability of the Requesting Municipality includes but is not limited to payment by the Requesting Municipality of any applicable comprehensive or collision deductible(s) of the Lending Municipality.

- (g) *Acceptance As Is Where Is Condition.* In all instances, the Requesting Municipality shall accept all Backup Fire Apparatus it receives as a result of this Agreement in “as is where is” condition with all faults. The Lending Jurisdiction disclaims and Requesting Jurisdiction waives any warranty expressed or implied arising from course of performance, courses of dealing or uses of trade, fitness for a particular purpose, merchantability, operability, and, any obligation, liability, right, claim or remedy in tort, in law or in equity, or for any other direct, incidental or consequential damages except for rights of inspection and disclosure as set forth in this Agreement. The obligations, rights, and remedies of the Cities set forth in this Section are exclusive and in substitution for all warranties, claims in law or equity, and liabilities of either Party against the other, with respect to any Backup Fire Apparatus provided. The Lending Municipality and Requesting Municipality shall conduct a joint inspection of the Backup Fire Apparatus with Fire Department personnel of both parties present: (i) prior to the Requesting Municipality’s possession of the Backup Fire Apparatus, and (ii) immediately after it is returned to the Lending Municipality. The Lending Municipality and Requesting Municipality shall jointly document the condition of the Backup Fire Apparatus. By taking possession of the Backup Fire Apparatus, the Requesting Municipality stipulates: (i) that it has had an opportunity to inspect the Backup Fire Apparatus prior to possession, (ii) finds it in acceptable condition, (iii) accepts it in “as is where is” condition, and (iv) has received all records and disclosures required under this Agreement. In the event of emergency, the Cities may mutually agree to forego the joint inspection obligation prior to pick up set forth in this section if the Lending Municipality and Requesting Municipality both acknowledge that immediate public safety needs warrant delivery of the Backup Fire Apparatus without satisfying the condition; provided however, that in the event a joint inspection prior to pick up is not conducted, the Requesting Jurisdiction waiver of any and all claims against the Lending Jurisdiction as set forth in this subsection including claims relating to the Backup Fire Apparatus’s condition, defects, and required disclosures shall remain effective.
- (h) *Records and Disclosure.* The Lending Municipality shall furnish to the Requesting Municipality the service records regarding the Backup Fire Apparatus and shall disclose to the Requesting Municipality any defects in which it has actual knowledge to the Lending Municipality which materially impair the functioning of the Backup Fire Apparatus on or before the Backup Fire Apparatus is available for pickup.
- (i) *Operation of the Backup Fire Apparatus by Requesting Municipality.* Operation of all Backup Fire Apparatus shall be limited to currently licensed employees of the Requesting Municipality’s Fire Department with good driving records, who are properly trained to operate (and certified if required under state and federal law) the Backup Fire Apparatus. Only employees of the Requesting Municipality shall operate Backup Fire Apparatus. The Requesting Municipality shall not permit any volunteers, firefighters or EMS employees-in-training, members of the public, or other employees of the Requesting Municipality’s Fire Department who are not qualified to operate, get on, or ride on or in the Lending Municipality’s Backup Fire Apparatus.
- (j) *Payment.* Because this is a Reciprocal Agreement, the Requesting Municipality shall not be charged for use of the Lending Municipality’s Backup Fire Apparatus except as otherwise provided in this Agreement. Unless explicitly provided, no party shall have any right to any payment or reimbursement from the another party under this Agreement.

(k) *Operating Costs of Backup Fire Apparatus.* The Requesting Municipality shall be responsible for all costs associated with or relating to operation of Backup Fire Apparatus while in the possession of the Requesting Municipality, including fuel, oil, lubrication, apparatus washing, and other maintenance and repair expenses related to the Backup Fire Apparatus. Possession shall begin at the pickup of the Backup Fire Apparatus from the Lending Municipality. Requesting Municipality agrees to maintain and repair Backup Fire Apparatus of the Lending Municipality in as good as condition as it was when delivered, mileage and reasonable wear and tear expected. Excess wear includes:

- (i) cracked or damaged glass, damaged body, trim, frame suspension, engine, powertrain, or other mechanical parts, damaged paint;
- (ii) missing equipment or parts that were in or on the Lending Municipality's Backup Fire Apparatus at the time it was delivered;
- (iii) unsafe tires or tires not meeting manufacturer's recommended specifications (or equivalent) when compared to condition of Backup Fire Apparatus at the time of delivery;
- (iv) damaged or worn brake, oil leaks, a malfunctioning electrical system, battery, lights, or siren;
- (v) any malfunctioning specialized equipment associated with the Backup Fire Apparatus;
- (vi) Any other condition which makes the Lending Municipality's Backup Fire Apparatus run in a rough, improper, unsafe condition, or any other damage, whether or not insurance covers it. The Lending Municipality and Requesting Municipality shall jointly inspect the Backup Fire Apparatus in the presence of both Fire Department personnel immediately after it is returned to document the condition of the Backup Fire Apparatus upon its return.

(l) *Fuel.* Backup Fire Apparatus agreed to be lent to a Requesting Municipality shall contain a full tank of fuel prior to pick up. The Requesting Municipality shall return Backup Fire Apparatus at the end of the term (or when recalled by Lending Municipality pursuant to this Agreement) with the same amount of fuel. The requirement of pick up and return with a full tank of fuel may be waived in the case of emergency circumstances.

(m) *Return of Backup Fire Apparatus.* Whenever the Requesting Municipality is required to return Backup Fire Apparatus under the terms and conditions of this Agreement (e.g. termination of this Agreement, request of take back by Lending Municipality, etc..) the Requesting Municipality shall deliver the Lending Municipality's Backup Fire Apparatus to the Lending Municipality in clean condition and in as good as condition as when it took possession, mileage and reasonable wear and tear excepted. The joint inspection required in subsection 4(g) of this Agreement shall determine whether there are any defects, damages, including excess wear to the Backup Apparatus while in possession of the Requesting Municipality and the Lending and Requesting Municipalities shall document any defects or damages including excess wear. Documentation and inspection may include a video record the condition of Backup Fire Apparatus at the time it is returned to document exterior or interior defects or damages to the Backup Fire Apparatus. The Lending Municipality shall obtain a written estimate of the cost to noted

defects or damages, including excess wear, repaired and forward it to the Requesting Municipality for payment. The Requesting Municipality shall remit payment within thirty (30) days of the date of delivery of the estimate.

(n) *Reporting of Injuries or Damages.* The Requesting Municipality shall report to the Lending Municipality's Fire Chief or designee, any injuries or damages to persons or property arising from the operation of the Lending Municipality's Backup Fire Apparatus when in possession of the Requesting Municipality. The Requesting Municipality shall report verbally within twenty-four (24) hours of the time of the incident or when known of the incident and shall include: (i) a description of the injury or damages, (ii) how the injury or damages occurred, the date and time of the incident giving rise to the injuries or damages, and (iii) the names and addresses of any individuals with any knowledge of the facts or circumstances which gave rise to the injury or damages, including any independent witnesses. This notice shall be confirmed and memorialized in writing within 48 hours of that time.

5. **Termination.** Any Party may terminate the Agreement without cause, for any reason or for no reason by providing thirty (30) days written notice to the other Parties either personally delivered or mailed postage-prepaid by certified mail, return receipt requested. If a Requesting Municipality breaches a material term of this Agreement, including but not limited to: i) failure to timely return Backup Fire Apparatus upon request of the Lending Municipality, ii) allowing an unauthorized person to operate Backup Fire Apparatus, or iii) using the Backup Fire Apparatus for purposes not intended for the Backup Fire Apparatus or beyond the scope of this Agreement, the Lending Municipality may immediately terminate the Agreement and the Requesting Municipality(s) shall return Backup Fire Apparatus as soon as reasonably possible but not no later than following completion of an active incident the Backup Fire Apparatus is currently being used.
6. **Responsibility of Employees.** This Agreement shall not be construed to create a joint venture between the Cities. All employees or volunteers acting for or on behalf of a Party under the terms of this Agreement shall be employees or volunteers of said Party. Each Party to this Agreement shall assume responsibility and liability for the acts of its employees or volunteers, and further each Party shall assume the responsibility for any claims, injury or loss sustained by such employee or authorized volunteer while acting in the performance of his or her duties. Each Party, subject to the terms, conditions, and limitations herein, shall be solely responsible for control of its personnel (including volunteers), standards of performance, discipline, and all other aspects of performance by its employees while performing services under this Agreement. Each Party shall be responsible for its own personnel assigned to perform under this Agreement (including but not limited to the Requesting Municipality shall be responsible for all costs of its own personnel while operating or riding on or in the Lending Municipality's Backup Fire Apparatus) including, salaries, wages, state and federal payroll taxes, workers disability compensation insurance, unemployment insurance, other fringe benefits, and any other costs associated with such individuals' employment.
7. **Treatment of Assets and Property.** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. Any property owned and used by Mount Vernon in connection with this Agreement shall remain the property of Mount Vernon, any property owned and used by Burlington shall remain the property of

Burlington, and any property owned and used by Anacortes shall remain the property of Anacortes unless otherwise specifically provided for in this Agreement.

8. **No Third Party Beneficiary.** This Agreement shall be for the sole benefit of the Cities, and nothing contained herein shall create a contractual relationship or special relationship with, or create a cause of action in favor of, a third party against either Party hereto.
9. **No Further Agreement/termination.** This Agreement governs the entire terms and conditions between the Cities respective Fire Department's lending of Backup Fire Apparatus subject to and within scope of this Agreement. No further agreement shall be necessary for Cities' sharing assets as set forth within scope of this Agreement. Further written agreement or written modification of this Agreement shall be required in the event the Cities wish to lend assets outside the scope of this Agreement. The Reciprocal Lending Agreement of Fire Equipment between the City of Burlington and the City of Mount Vernon entered into on June 14, 2017 shall be terminated replaced with this Agreement upon the effective date set forth herein.
11. **Indemnification /Liability.** Each Party agrees that, insofar as it is authorized to do so under the laws of the State of Washington, it shall indemnify, defend, and hold harmless the other Party, (including reasonable attorney fees and costs) its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement as a result of their performance. The Parties further agree that in the case of negligence by all or two, any damages, costs, or other expenses allowed shall be levied in proportion to the percentage of negligence attributable to each Party. Each Party specifically assumes potential liability for actions brought by that Party's own employees, officials, officers, agents, and volunteers against the other Party and, solely for the purpose of this indemnification and defense; each Party specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Parties recognize that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. Each Party shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. A Party shall not be liable for benefits or any other compensation for injuries to or death of the other Party's employees or volunteers while performing services under this Agreement. An employee or volunteer of the employing Party shall be deemed to be performing services for the employing Party when (i) enroute to, enroute from or at the scene of a call or emergency and (ii) when enroute to, enroute from, a pickup of Backup Fair Apparatus from the Lending Municipality. This Section shall survive any termination or expiration of this Agreement.
12. **Non Waiver.** It is expressly understood and agreed that this Agreement does not waive any immunity or defense, including sovereign immunity, that would otherwise be available to a Party against third-party claims arising from activities performed under this Agreement, nor is any provision of this Agreement intended to create additional liability of the Parties for the acts of their employees or volunteers.
13. **Insurance.** Each Party shall retain and maintain insurance or coverage by membership in an insurance risk pool such as Washington Cities Insurance Authority that covers physical damage (including physical damages to the Backup Fire Apparatus caused by collision, vandalism, malicious destruction, theft or any other cause) to any Backup Fire Apparatus used in the performance of this Agreement in an amount not less than the actual cash value of the Backup Fire Apparatus

throughout the term of this Agreement. Termination of coverage shall constitute material breach entitling a non-breaching Party to immediately terminate this Agreement. Any Party that fails to retain or maintain coverage pursuant to the terms of this Section shall immediately provide written notice to the other Parties. A Party shall promptly provide insurance or WCIA coverage documents relating to Backup Fire Apparatus used in the performance of this Agreement upon request.

- 14. Administration:** The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- (a) The City of Mount Vernon's representative shall be the Mount Vernon Fire Chief
- (b) The City of Burlington's representative shall be the Burlington Fire Chief
- (c) The City of Anacortes' representative shall be the Anacortes Fire Chief

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

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

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

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

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

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

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

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

(c) If to the City of Anacortes notice shall be sent as follows:

City of Anacortes
Contract Manager
P.O. Box 547
Anacortes WA 98211

With Copy to:
City of Anacortes Fire Chief
1016 13th Street
Anacortes WA 98221

17. Miscellaneous

- (a) *Governing Law.* This Agreement shall be governed, interpreted and enforced by the laws of the State of Washington.
- (b) *Authority to Enter.* Each Party signing this Agreement represents and warrants to the other that it has authority to execute this Agreement on behalf of the City for which it is signing and it is a binding obligation of the City.
- (c) *Modification or Amendment.* This Agreement represents the entire Agreement and understanding between the Parties, and supersedes all other oral or written agreements between the Parties with respect to this subject matter. Any modifications, amendments, rescissions, waivers or releases to this Agreement must be in writing and agreed to by all Parties. This Agreement does not speak to mutual assistance agreements and will remain a separate Agreement. This Agreement shall not supersede nor serve as to repeal any existing or future mutual aid agreements.
- (d) *Compliance with Law and Regulations.* The Parties agree to comply with all applicable state, local and federal laws and regulations in providing services under this Agreement. The Parties agree to cooperate in executing such further or subsidiary agreements as may be required.
- (e) *Severability.* If for any reason any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect, impair or invalidate the remaining provisions of this Agreement but shall be confined in its operations to the specific sections, sentences, clauses or parts of this Agreement and shall not affect or prejudice in any way the validity of this Agreement in any other instance.
- (f) *Interpretation.* Both Parties to this Agreement are to be construed as a drafter of this Agreement.
- (g) *Counterparts.* This Agreement may be entered into any number of counterparts which, when taken collectively, will constitute one entire Agreement.
- (h) *Recording/website.* Each Party shall record this Agreement with its respective clerk.

- (i) *Venue.* Jurisdiction and venue for any action arising out of this Agreement shall be in the Superior Court of Skagit County, Washington.

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

CITY OF BURLINGTON: By: _____ Steve Sexton Print Name: _____ Its Mayor DATE: _____	CITY OF MOUNT VERNON: By: _____ Jill Boudreau Print Name: _____ Its Mayor DATE: _____	CITY OF ANACORTES: By: _____ Laurie Gere Print Name: _____ Its Mayor DATE: _____
NOTICES TO BE SENT TO: City of Burlington Contract Mngr. & Fire Chief 833 S Spruce Street Burlington WA 98233 (360)755-0531 (tel) (360)755-1297 (facsimile)	NOTICES TO BE SENT TO: City of Mount Vernon Contract Mngr. & Fire Chief 910 Cleveland Street Mount Vernon WA 98273 (360) 336-6239 (tel) () - (facsimile)	NOTICES TO BE SENT TO: City of Anacortes Contract Mngr. & Fire Chief P.O. Box 547 Anacortes WA 98211 (360) 293-1925 (tel) (360)293-1965 (facsimile)

EXHIBIT A

City of Burlington Apparatus:

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

City of Mount Vernon Apparatus:

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

City of Anacortes Apparatus:

- 2915 – Quint
- 2922 – Engine
- M18 – Medic Unit
- B110 – Command Vehicle

Authorize the Mayor to sign the proposed development agreement.



EXHIBIT
"1"

PLANNING COMMISSION DECISION

DATE: April 19, 2017

PROJECT: Burlington Boulevard Hotel (LUP 2-17)

LOCATION: 1664 South Burlington Boulevard

PARCELS: P24245 & P24246

APPLICANT: Trimark Property Group, Al Jiwani

REQUEST:

On March 13, 2017 Trimark Property Group submitted a land use permit application seeking authorization to construct a 58,400 sq. ft. four story hotel building on a 2.57 acre site consisting of two tax parcels. The hotel will be built on the eastern parcel and the western parcel will be reserved for future development; however, a temporary access driveway will be constructed across the western parcel to provide access to the hotel until a planned City street is constructed. The proposal will result in approximately 72,754 sq. ft. of new impervious surface and will involve clearing and grading the entire site.

FINDINGS OF FACT:

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

CONCLUSIONS OF LAW:

1. Based on applicable Burlington Municipal Code requirements and the findings presented in the attached Staff Report and Recommendation, the Planning Commission concludes that it is authorized to issue a decision on this application pursuant to BMC 17.68.150.A.1, 17.68.150.A.2, and 17.76.050.B.
2. Based on applicable Burlington Municipal Code requirements and the findings presented in the attached Staff Report and Recommendation, the Planning Commission concludes that

the public notification and procedural requirements of chapters 15.16, 17.68, and 17.76 BMC, and chapter 36.70B RCW have been addressed.

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

DECISION:

Based on a thorough review of the record associated with this proposal, the applicable regulatory requirements, and the findings and conclusions presented above, the Planning Commission hereby *approves* Land Use Permit application LUP 2-17 *subject to* the following conditions:

CONDITIONS OF APPROVAL:

The Planning Commission has concluded that the recommended conditions of approval identified in the attached Staff Report and Recommendation dated April 12, 2017 (see attached exhibit "1") are necessary ensure compliance with applicable Burlington Municipal Code requirements. Therefore, the conditions of approval identified in the attached Staff Report and Recommendation are hereby attached to this decision. The development activities authorized by this decision shall be subject to, and comply with, the conditions of permit approval enumerated in the attached Staff Report and Recommendation.

DATED this 18th day of April 2017


Chair, City of Burlington Planning Commission

Exhibits:
"1" Staff Report and Recommendation



EXHIBIT "1"
LUP 2-17

PERMIT RECOMMENDATION AND SEPA DECISION

DATE: April 12, 2017

PROJECT: Burlington Boulevard Hotel (LUP 2-17)

LOCATION: 1664 South Burlington Boulevard

PARCELS: P24245 & P24246

APPLICANT: Trimark Property Group, Al Jiwani

STAFF: Brad Johnson, Senior Planner

REQUEST:

On March 13, 2017 Trimark Property Group submitted a land use permit application seeking authorization to construct a 58,400 sq. ft. four story hotel building on a 2.57 acre site consisting of two tax parcels. The hotel will be built on the eastern parcel and the western parcel will be reserved for future development; however, a temporary access driveway will be constructed across the western parcel to provide access to the hotel until a planned City street is constructed. The proposal will result in approximately 72,754 sq. ft. of new impervious surface and will involve clearing and grading the entire site. The Planning Department has reviewed Trimark's permit application and recommends it be approved subject to the conditions identified in this report.

FINDINGS:

Permit Process

1. A land use permit is required to establish or change the use of land or a structure, and to expand an existing land use or structure (BMC 17.68.040.A). Land use permits are required for type I, II, and III permit decisions (BMC 17.68.040.B).
2. The applicant is proposing to construct a new hotel with associated parking, utilities, and landscaping. The facility is located in an area zoned C-1. Hotels are listed as a permitted

use in the C-1 zone (BMC 17.36.020.N). Therefore; the Planning Department finds that the applicant's proposal is an allowed use of the site.

3. The applicant's proposal includes approximately 118 parking spaces, and will require landscaping. Pursuant to BMC 17.68.150.A.1 and BMC 17.68.150.A.2, land use permits involving the addition of more than five parking spaces, or the approval of a landscaping plan, must be reviewed by the Planning Commission. In addition the applicant's project is subject to SEPA threshold determination requirements. Decisions made by the Planning Commission, and all decisions requiring environmental review under the State Environmental Policy Act (SEPA) are classified as type II decisions (BMC 17.68.030.C and 17.68.030.G).
4. Because the proposal requires a land use permit, and because the proposal is classified as a type II review, the Planning Commission is authorized to review, and approve, the applicant's proposal (BMC 17.76.050.B).
5. Trimark Property Group submitted an application for a type II land use permit on March 13, 2017. Following the submittal of a land use application the City is required to determine whether or not the application constitutes a "complete" application (BMC 15.16.020.A and RCW 36.70B.070). On March 16, 2017, 3 days after the application was submitted, the City informed the applicant that additional information was required and that their application was incomplete. On March 30, 2017 the applicant submitted the required information and on March 31, 2017 the City determined the application was "complete" for purposes of processing and issued a notice of application.
6. Burlington Municipal Code requires public notice of all complete applications requiring environmental review under SEPA (BMC 17.68.070.A and 17.68.070.D.4.a). This application is subject to SEPA requirements. In accordance with applicable code requirements, a notice was published in the Skagit Herald, distributed to adjoining property owners, and sent to the Washington State Department of Ecology SEPA registry.
7. Following the notification described above a public comment period was provided. This comment period began on March 31, 2017 and ended on April 13, 2017. During this period the Planning Department received one comment from the Washington State Department of Ecology (DOE) and one request for additional information from Jack Elsner (see attached exhibit "D"). The DOE comment indicated that a "Construction Storm-Water General Permit" would likely be required for the project.

Storm-Water and Low Impact Development

8. On December 8, 2016 the City adopted updated storm-water and development regulations affecting landscaping and parking requirements and limiting impervious surfaces. These regulations became effective January 1, 2017. The applicant's proposal was submitted on

March 13, 2017, after the adoption and effective date of updated regulations. In accordance with Washington State law, the City is required to review permit applications for compliance with the regulations in effect on the day they are determined to be complete. Because the applicant's permit application was submitted after the effective date of the updated regulations, it has been reviewed for compliance with the updated regulations.

9. The project site consists of two existing tax parcels. The western parcel, which adjoins Burlington Boulevard, is identified by Skagit County Assessor's parcel number P24245. For purposes of clarity this parcel will be referenced in this report as "lot A". Alternatively, the eastern parcel, which is identified by Assessor's parcel number P24246, will be referenced as "lot B".
10. Currently lot A has an area of 28,264 sq. ft. and lot B has an area of 83,848 sq. ft. The applicant is proposing to increase the size of lot B to 99,448 sq. ft. and decrease the size of lot A to 12,644 sq. ft. by recording a boundary line adjustment (BLA). The C-1 zone does not specify any standards for lot area or dimension. Therefore, the proposed boundary line adjustment complies with all applicable zoning regulations. Because the development proposal is contingent on effecting the proposed adjustment, the applicant shall record the proposed BLA prior to beginning any construction or development (see condition "14").
11. The C-1 zone does not limit maximum building coverage but does limit the percentage of the site that can be covered by impervious surfaces to 80 percent (BMC 17.36.040.D.2). Impervious surfaces are defined by the Burlington Municipal Code as including all portions of a site covered by buildings or pavement; however, this definition does allow permeable pavement to be included in the coverage calculations at a rate of 50 percent (BMC 17.06.455). The applicant's plans indicate that the proposed development will cover 79.98 percent of lot B and 32.7 percent of lot A with impervious surfaces. These calculations assume the BLA discussed above is recorded and include approximately 8,281 sq. ft. of permeable pavement on lot B. In order to ensure compliance with applicable Burlington Municipal Code requirements, the applicant's final construction plans shall be consistent with these calculations (see conditions "2" and "18").

Building Height and Setbacks

12. The maximum permitted building height in the C-1 zone is normally 45 feet. However, the C-1 zone does allow buildings to exceed this height if the portions of the building exceeding the normal height limit are setback one foot for each foot of height the building exceeds 45 feet (BMC 17.36.040.E).
13. The elevation drawings submitted by the applicant show the highest point of the hotel as being approximately 60 feet above the surrounding grade (see attached exhibit "E"). The Site plans show the main portion of the hotel building setback from the northern, or

nearest property line, by approximately 29 feet (see attached exhibit “B”). The C-1 zone does not specify any minimum property line setback (BMC 17.36.040.F); therefore, adding the 29 feet of setback to 45 feet of height normally permitted by the zone results in a maximum building height of 74 feet. Because the proposed building will only be 60 feet in height it will comply with this limit.

14. Burlington Municipal Code establishes a maximum street setback of 10 feet in the C-1 zone. Lot B does not adjoin a public street so this requirement does not apply to the proposed hotel. While the City has plans to construct a street along the southern property boundary, the street does not exist at this time; therefore, the maximum setback prescribed by BMC 17.36.040.H.1 does not apply to this proposal. Lot A does adjoin Burlington Boulevard and may be developed during a future phase. At that time the proposed development will be reviewed for compliance with applicable setback requirements.
15. Parking is not permitted in front of building between the building and the street (BMC 17.36.040.H.2). As noted above lot A is not being developed at this time and lot B does not currently adjoin a street. As such the prohibition on parking between the building and the street does not apply to extent that all of the parking for the hotel building is confined to lot B. The site plan provided by the applicant does however, show four parking spaces located on lot A. These parking spaces must be removed from the final construction plans and may not be constructed until lot A is developed (see condition “13”).

Landscaping

16. The landscaping standards set forth in Burlington Municipal Code apply to all new development in the City with limited exceptions (BMC 17.50.020).
17. City code requirements dictate that a landscaping plan be included with a complete application (BMC 17.50.030.A). The applicant provided a preliminary landscaping plan which includes all of the required information (see exhibit “C”).
18. A street frontage landscaping strip must be provided along the Burlington Boulevard frontage and this strip must be at least ten feet in width (BMC 17.50.060.A). The preliminary landscaping plan submitted by the applicant indicates the proposal will comply with this requirement (see exhibit “C”).
19. The street frontage landscaping strip must include at least one tree for every 30 feet of street frontage (exclusive of driveway and access road area). The Burlington Boulevard frontage appears to be approximately 170 feet in length. Excluding the area of the access road, the applicant is required to provide five trees. The preliminary landscaping plan indicates they will meet this requirement.

20. Landscaping strips must be provided around the perimeter of the site and these strips must be at least five feet in width (BMC 17.50.070.A). The proposed landscaping plan generally meets this requirement; however, there are several areas along the northern property boundary that do not meet this requirement. The final landscaping plan submitted by the applicant shall be revised to address this deficiency (see condition "7").
21. One perimeter tree is required for every 150 sq. ft. of required perimeter landscaping area, exclusive of any area needed for access roads or driveway approaches (BMC 17.50.080.C). The table on the face of the applicant's landscaping plan indicates they will meet this requirement.
22. Parking lot landscaping must be provided at a rate of 15 sq. ft. for every parking space (BMC 17.50.080.B). The table on face of the applicant's landscaping plan indicates they will meet this requirement.
23. One tree is required for every 150 sq. ft. of required parking lot landscaping (BMC 17.50.080.E). The table on face of the applicant's landscaping plan indicates they will meet this requirement.
24. The C-1 zone requires that ten percent of every development site be landscaped. The applicant's site plan indicates that approximately 67 percent of lot A and 15 percent of lot B will be landscaped. Therefore, the applicant's proposal complies with the requirements of BMC 17.50.050.A.
25. With limited exceptions all landscape plans must be prepared by a licensed landscape architect (BMC 17.50.050.D). The applicant's plans appear to have been prepared by a landscape architect; however, they are not signed or stamped. As a condition of approval the applicant shall submit a final landscape plan for approval that is signed and stamped by a licensed landscape architect (see condition "9").
26. The City of Burlington requires that landscape irrigation be provided (BMC 17.50.040.H). The applicant's landscaping plans indicate that an irrigation system will be provided. As such, conditions should be included in the decision to ensure that landscape irrigation is provided prior to final occupancy approval (see condition "10").

Parking and Pedestrian Access

27. Parking must be provided for hotels at a rate of one space for each guest room (BMC 17.54.020.A). The City's code also limits parking to 120 percent of the minimum requirement unless a parking study is provided to justify a greater amount (BMC 17.540.020.B). The plans provided by the applicant indicate that 114 parking spaces will be provided on lot B to serve the hotel. This number is within the permitted range.

28. Parking and circulation areas must be designed to incorporate LID features (BMC 17.54.050.B). The applicant will be infiltrating their storm-water, making use of an area of permeable paving, exceeding the basic landscaping requirements, and implementing a number of other LID “best management practices” (BMPs). Therefore, the Planning Department finds that the proposal complies with this requirement.
29. Pursuant to Burlington Municipal Code requirements pedestrian access must be provided to the proposed building from property edges, adjacent lots, abutting street intersections and mid-block crosswalks, existing transit stops, and at intervals of one for every 100 feet of consecutive street frontage (BMC 17.54.090.A). The applicant’s site plan does not appear to provide any direct pedestrian access to the hotel building from Burlington Boulevard, the proposed City street, or adjoining properties. Therefore, prior to beginning any construction or development the applicant should provide a revised site plan that includes pedestrian access as follows (see conditions “15” and “16”):
- a. Pedestrian access shall be provided from Burlington Boulevard to the hotel building. The Planning Department notes that the applicant’s plans show a sidewalk extending into the lot and ending in a grassy area near the proposed future coffee stand, and a corresponding sidewalk section running in a north south direction along the westerly edge of lot B. The applicant could meet this requirement by connecting these two sidewalk sections and providing suitable crosswalk markings.
 - b. Pedestrian access links must be provided at intervals of 100 feet along street frontage. The street frontage along Burlington Boulevard is only 170 feet in length. By providing the connection described above the applicant will meet this requirement. When completed the right-of-way frontage along the southern boundary of the project will be approximately 425 feet in length. Therefore, four pedestrian connections should be provided between the hotel site and the northern edge of the proposed right-of-way.
 - c. Pedestrian access shall be provided between the hotel and the adjoining K-Mart property. In accordance with BMC 17.54.090.A.1, pedestrian access at property edges and to adjacent lots shall be coordinated to provide logical circulation patterns. In order to provide a coordinated and logical circulation system, this connection should be provided near the northeast corner of the property.
30. Sidewalks and walkways must be constructed using permeable paving unless demonstrated to be infeasible through an engineering analysis. The final plans for this project should be amended to reflect this requirement or an appropriate feasibility analysis should be provided (BMC 17.54.090.C.2) (see condition “15”).

31. Sidewalks and walkways must be sloped to drain towards adjoining landscaping areas (BMC 17.54.090.C.8). The SEPA checklist submitted by the applicant indicates that sidewalks and walkways will be constructed in compliance with this chapter. The final construction drawings shall reflect this requirement (see condition “15”).

Transportation

32. The project site adjoins a single public street, Burlington Boulevard. Burlington Boulevard is classified by the City as a “major arterial”. Burlington Municipal Code limits access to major arterials for purposes of traffic management and safety. Specifically, driveways accessing a major arterial are not permitted within 150 feet of an intersection (BMC 12.28.120.A.2). The driveway proposed by the applicant will be located approximately 100 feet from the intersection of Costco Drive and Burlington Boulevard and does not meet this standard.
33. Driveways accessing a major arterial, such as Burlington Boulevard must be at least 24 feet wide and no more than 36 feet wide. The access driveway proposed by the applicant will be approximately 70 feet wide and does not comply with this standard.
34. The City’s current six-year Capital Improvement Plan (CIP) identifies the construction of a new City street between the intersection of Costco Drive and Burlington Boulevard and Walnut Street. While the precise alignment of this street has not been determined, will roughly parallel the southern boundary of the development site and could provide safe, code compliant access to the hotel site.
35. Due to the configuration of the applicant’s property, the City code requirements cited above effectively block all access to the property. The City Engineer has agreed to waive the normal intersection spacing and width requirements in order to allow the applicant temporary access to Burlington Boulevard pending the construction of a new city street along the southern boundary of the development site (see exhibit “F”). Because the new City street will provide code compliance access to the development site, and because the proposed driveway access to Burlington Boulevard does not comply with City standards for driveway spacing or width, the proposed driveway shall be abandoned once the City street is completed (see SEPA conditions “4” and “5”, and permit condition “17”).

SEPA DETERMINATION:

Mitigated Determination of No-Significance (MDNS)

The lead agency for this proposal has determined that it does not have a probable significant impact on the environment subject to the mitigating conditions of approval identified below. An environmental impact statement (EIS) is not required under RCW 43.21C.0330(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. This MDNS

was issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

1. With the exception of the impacts identified below, all of the impacts associated with this proposal will be adequately mitigated through the application of Burlington Municipal Code requirements. Therefore, all construction, work, clearing, grading, filling, excavation, and other development activities shall be in full compliance with applicable Burlington Municipal Code requirements and the conditions identified below under the "Permit Recommendation" heading.
2. Because the proposed facility will operate at night and require outdoor lighting, and because the City lacks regulations addressing glare from commercial uses, lighting and glare impacts could result from the proposed development. Therefore, all new lighting fixtures installed at the facility shall be fully hooded and directed downwards so that the light source in the fixture is not visible from outside the perimeter of the site. The applicant shall submit a lighting plan and manufacture's information demonstrating compliance with this condition prior to the issuance of a grading permit. No exterior lighting fixtures shall be installed until the lighting plan has been approved.
3. Waste and garbage from commercial uses has the potential to introduce pollutants into surface and groundwater. In order to minimize the potential for surface and ground-water pollution, a covered dumpster enclosure shall be provided. This enclosure shall be equipped with a drain to the sanitary sewer system and shall be or graded or surrounded by curbing to prevent storm-water from entering the enclosure. To prevent visual impacts the enclosure shall be constructed of a solid site obscuring material and shall be fully screened from view.
4. As documented in this decision, there is currently no way of providing vehicle access to the proposed hotel site in a manner that complies with the City's code requirements. In order to provide legal, code compliant, access to the proposed hotel site, it will be necessary to construct a street along the southern property boundary. Because the new street is needed to provide safe, long-term, code compliant access to the hotel site, the property owner will be required to convey half the required right-of-way to the City. However, the City recognizes that in addition to serving the needs of development authorized by this decision, the new street will also serve broader public interests by improving east-west access and enabling the development of other adjacent properties. Therefore, in accordance with the provisions of BMC 15.13.060, traffic impact fee credits may be provided to the property owner. The final amount of the impact fee credits will be determined by the value of the right-of-way conveyed to City. In order to effect the mitigation measures discussed above the following shall be required prior to the approval of final construction drawings and the issuance of a grading permit:

- a. The property owner shall convey a strip of land to the City for the purposes of constructing a new City street between the intersection of Costco Drive and Walnut Street as shown on the approved site plan. This strip of land shall be comprised of the south 30 feet the parcel identified by Skagit County Assessor's parcel number P24245 and the south 30 of the parcel identified by Skagit County Assessor's parcel number P24246.
 - b. The property owner shall enter into a binding agreement with the City of Burlington stipulating that: (1) the right-in-right-out access shown on the approved site plan is temporary pending the completion of the proposed city street; (2) upon completion of the proposed city street the temporary access shall be abandoned and the City shall reconstruct the sidewalk, curbing, and landscaping to permanently block the temporary access; and (3) the City shall complete any required connections between the driveways and sidewalks constructed by the applicant and the proposed street. This agreement shall be reviewed by the City Attorney and shall be recorded prior to the approval of final construction drawings or the issuance of a grading permit.
 - c. The applicant or property owner shall construct vehicle and pedestrian access connections between the hotel development and the northern boundary of the proposed road right-of-way.
5. Upon completion of the proposed city street access to lots A and B shall only be permitted from the new street and no access will be permitted directly from Burlington Boulevard.

PERMIT RECOMMENDATION:

The Planning Department has reviewed the applicant's proposal and determined that it can comply with applicable Burlington Municipal Code requirements provided the recommended conditions of approval are fully implemented. Therefore, the Planning Department recommends the Planning Commission approve land use permit application LUP 2-17 *subject to* the following conditions of approval:

1. This approval shall not be construed to authorize any development or site modifications beyond those described in the application and shown on the approved plans. The approved plans shall be the plans and other project documents attached to the Planning Commission's decision.
2. Except as otherwise required by the conditions of approval identified in this decision and the associated SEPA threshold determination, all work, construction, and development activities shall conform to the approved plans. The approved plans shall be the plans and other project documents attached to the Planning Commission's decision. Minor modifications necessary to implement any changes requested by the Building Official, Fire Marshall, or Public Works department are permitted.

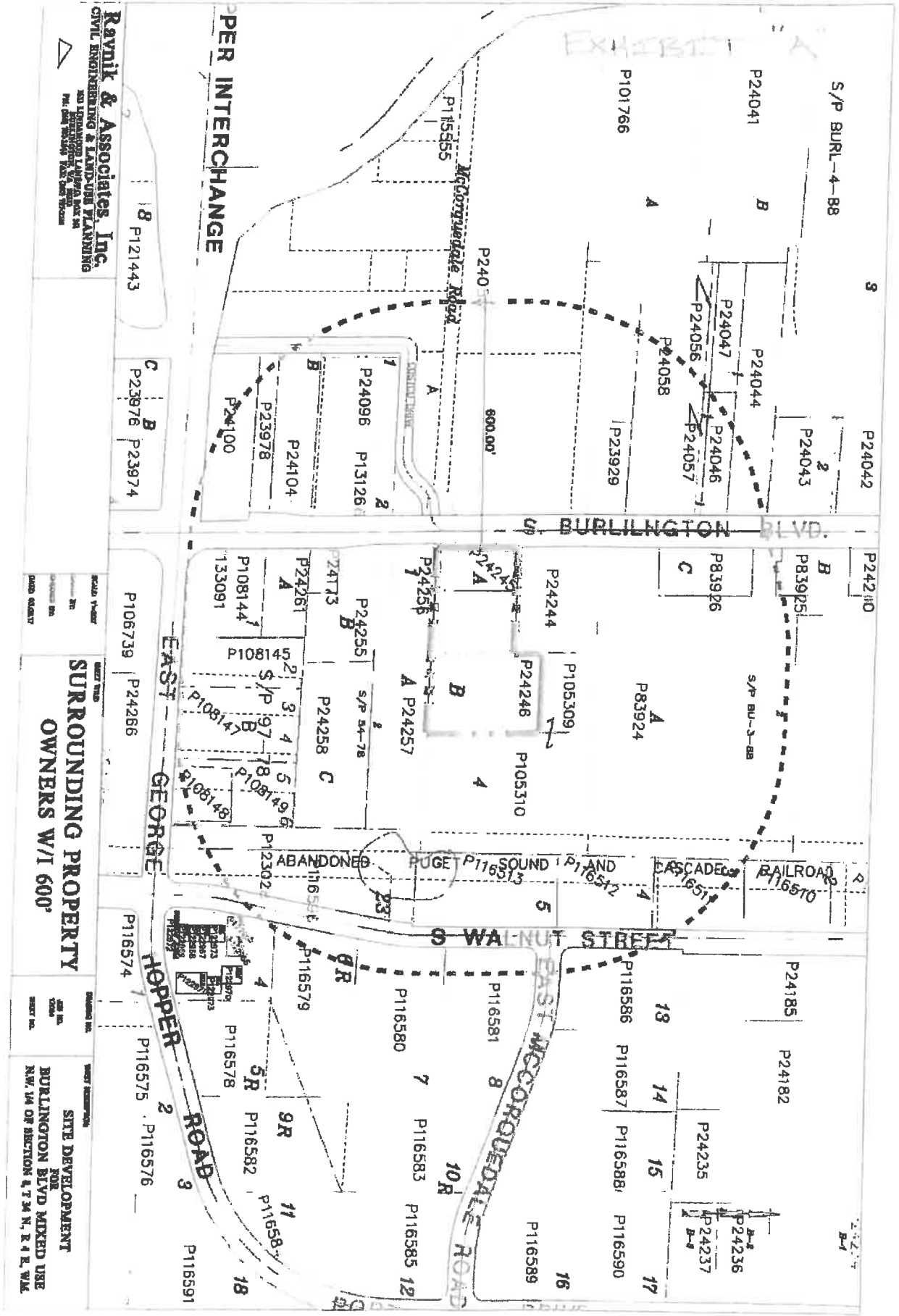
3. In accordance with BMC 17.68.120 this approval shall expire two years from the date of approval. The date of approval shall be the date the Planning Commission's decision is signed.
4. This permit does not authorize the location, design, construction or installation of any signs. No signs may be installed unless authorized by an approve City sign permit.
5. This permit does not authorize any construction, building, or development on lot A except for the drive isle and landscaping shown on the approved site plan.
6. Prior to beginning any work, development, construction, or ground disturbing activities the applicant shall obtain the following City of Burlington permits:
 - a. Grading Permit
 - b. Flood Development Permit
 - c. Building Permit
 - d. Roadwork Permit
7. Prior to approval of the final construction drawings and the issuance of a grading permit the applicant shall submit a final landscape plan. This plan shall be revised to increase the width of the perimeter landscaping strip along the northern property boundary of lot B so that it is at least five feet in width.
8. The final landscaping plan submitted by the applicant shall be consistent with the preliminary plan submitted with this permit application, except for those changes specifically required by this decision.
9. The final landscaping plan shall be signed and stamped by a licensed landscape architect.
10. The landscape irrigation system and all required landscaping shall be installed prior to final occupancy approval.
11. Storage, handling, and disposal of hazardous substances shall be limited to minor quantities which are clearly secondary and incidental to the primary use permitted by this decision.

12. This decision does not authorize any construction on lot A except for the proposed landscaping, pedestrian access, and access roadway. The proposed coffee stand is not authorized by this decision and requires further permit review.
13. No parking spaces may be constructed on lot A to serve the hotel located on lot B until lot A is developed.
14. Prior to approval of the final construction drawings and the issuance of a grading permit the applicant shall record a boundary line adjustment to the boundary line between lots A and B as shown on the approved site plan.
15. Prior to approval of the final construction drawings and the issuance of a grading permit the applicant shall submit a revised site plan which includes the following pedestrian access improvements:
 - a. A direct pedestrian access link shall be provided from Burlington Boulevard to the hotel building.
 - b. At least four pedestrian access points shall be provide from northern edge of the proposed City road right-of-way to the hotel site. These connections should be provided at intervals that do not exceed 100 feet.
 - c. Pedestrian access shall be provided between the hotel and the adjoining K-Mart property. In order to provide a coordinated and logical circulation system, this access should connect the hotel to the K-Mart property in the vicinity of the northeast property corner.
 - d. Sidewalks and pedestrian access paths shall be at least 60 inches in width and shall be physically separated from drive isles and parking spaces by berms, barriers, or curbs, except where they cross a drive isle, in which case a painted cross walk shall be provided.
 - e. Sidewalks and pedestrian access paths shall be constructed of permeable pavement unless demonstrated to be infeasible through and engineering analysis.
 - f. Sidewalks and pedestrian access paths shall be graded to drain towards adjoining landscape areas.
 - g. Painted crosswalks shall be provided whenever a sidewalk or pedestrian access path crosses a driveway, drive isles, parking area, or other paved surface accessible to vehicles.

16. The sidewalks, paths, or other pedestrian access improvements described above and shown on the revised site plan submitted with the final construction drawings shall be constructed or installed prior to final occupancy approval.
17. The driveway access to Burlington Boulevard shown on the approved site plan shall be temporary pending the completion of the proposed city street between Burlington Boulevard and Walnut Street. Following the completion of the new city street the temporary driveway access to Burlington Boulevard shall be abandoned and no further access shall be permitted directly to Burlington Boulevard.
18. The total impervious surface coverage of the development authorized by this decision shall not exceed 80 percent. For purposes of interpreting this condition the definition of "impervious surface" shall be the definition provided in BMC 17.06.455.

Exhibits:

- A – Vicinity Map
- B – Site Plan
- C – Landscaping Plan
- D – Public Comments
- E – Building Elevations
- F – Public Works Memo
- G – Proposed Street Alignment
- H – SEPA checklist



S/P BURL-4-88

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P115555

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P24057

P23929

P24046

600.00'

McCormack Road

PER INTERCHANGE

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C B P23976 P23974

P106739 P24266

P116574

P116575 P116576

Ravnik & Associates, Inc.
CIVIL ENGINEERING & LAND-USE PLANNING
200 LINDENWOOD LANE, SUITE 200
FALLS CHURCH, VA 22034
TEL: (703) 441-1100 FAX: (703) 441-1101

SURROUNDING PROPERTY OWNERS W/I 600'

SITE DEVELOPMENT FOR BURLINGTON BLVD MIXED USE N.W. 1/4 OF SECTION 4, T 34 N, R 4 E, WM.

ALL INFO FROM THIS SOURCE WILL BE HANDLED AS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THIS DEPARTMENT'S POLICY OF
DECLASSIFICATION

1. NAME: [REDACTED]
2. DATE: [REDACTED]
3. TIME: [REDACTED]
4. LOCATION: [REDACTED]
5. METHOD: [REDACTED]
6. RESULTS: [REDACTED]
7. COMMENTS: [REDACTED]
8. SIGNATURE: [REDACTED]
9. TITLE: [REDACTED]
10. AGENCY: [REDACTED]
11. FILE NO.: [REDACTED]
12. DATE OF INFO: [REDACTED]
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100. DATE OF ACT: [REDACTED]

GENERAL NOTES

1. ALL CONTRACTS, IN WHATEVER FORM, SHALL BE SUBJECT TO THE STANDARD CONDITIONS OF CONTRACT, WHICH MAY BE FOUND IN THE SUPPLEMENT TO THE SPECIFICATIONS, PART 1, DIVISION 100, SECTION 101-1.1.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, BRIDGES, AND STRUCTURES, PUBLISHED BY THE AMERICAN ROAD & BUILDING BUILDERS' CONFERENCE.
3. IN THE EVENT OF A DISCREPANCY BETWEEN THE SPECIFICATIONS AND THE DRAWINGS, THE DRAWINGS SHALL PREVAIL.
4. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER BEFORE THEY ARE USED.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RIGHTS OF WAY FOR THE WORK.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING HISTORIC STRUCTURES AND MONUMENTS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING CULTURAL RESOURCES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING NATURAL RESOURCES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING WILDLIFE.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PLANTS AND ANIMALS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MINERAL RESOURCES.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING WATER RESOURCES.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING AIR RESOURCES.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SOIL RESOURCES.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING CLIMATE RESOURCES.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING COSMOS RESOURCES.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LIFE RESOURCES.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UNIVERSE RESOURCES.

[illegible]

Received 18 Feb. 2003



EXHIBIT 'D'
PAGE ONE OF THREE

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

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

April 6, 2017

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APR 06 2017

CITY OF BURLINGTON
PLANNING DEPT.

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

RE: **LA File#** LUP 2-17
 DOE file# 201701674
 Applicant Trimark Property Group; Al Jiواني

Dear Mr. Johnson:

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

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

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

NPDES Construction Stormwater General Permit (CSGP)

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

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

LA File# LUP 2-17
DOE file# 201701674
Page 2 of 2

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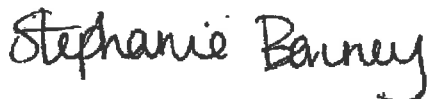
- Forest practices, (including but not limited to class IV conversations) that are a part of a construction activity that will result in a disturbance of one or more acres, and discharge to surface waters of the State.

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

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

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

Sincerely,



Stephanie Barney, Water Quality Specialist

cc: Trimark Property Group, Al Jiwani
BFO SEPA File

"D"
3 of 3

From: Brad Johnson
To: "Jack Elsner"
Cc: Kim Ohara
Subject: RE: LUP 2-17 (La Quinta Inn)
Date: Monday, April 10, 2017 2:18:59 PM
Attachments: [SitePlanPhase1 Revised 3-30-2017.pdf](#)
[LandscapePlan 3-30-2017.pdf](#)

Mr. Elsner,

Please see the attached site plans. The hearing is tentatively scheduled for April 19th. The hearing will take place at 7:00 PM in the City Council chambers.

Please let me know if we can provide any additional information.

Thanks,

Brad Johnson
Senior Planner
City of Burlington
360-755-9717 (7201)
bradmj@burlingtonwa.gov

-----Original Message-----

From: Jack Elsner [<mailto:je.rlc@gmail.com>]
Sent: Monday, April 10, 2017 12:41 PM
To: Brad Johnson
Subject: LUP 2-17 (La Quinta Inn)

Hello Mr. Johnson,

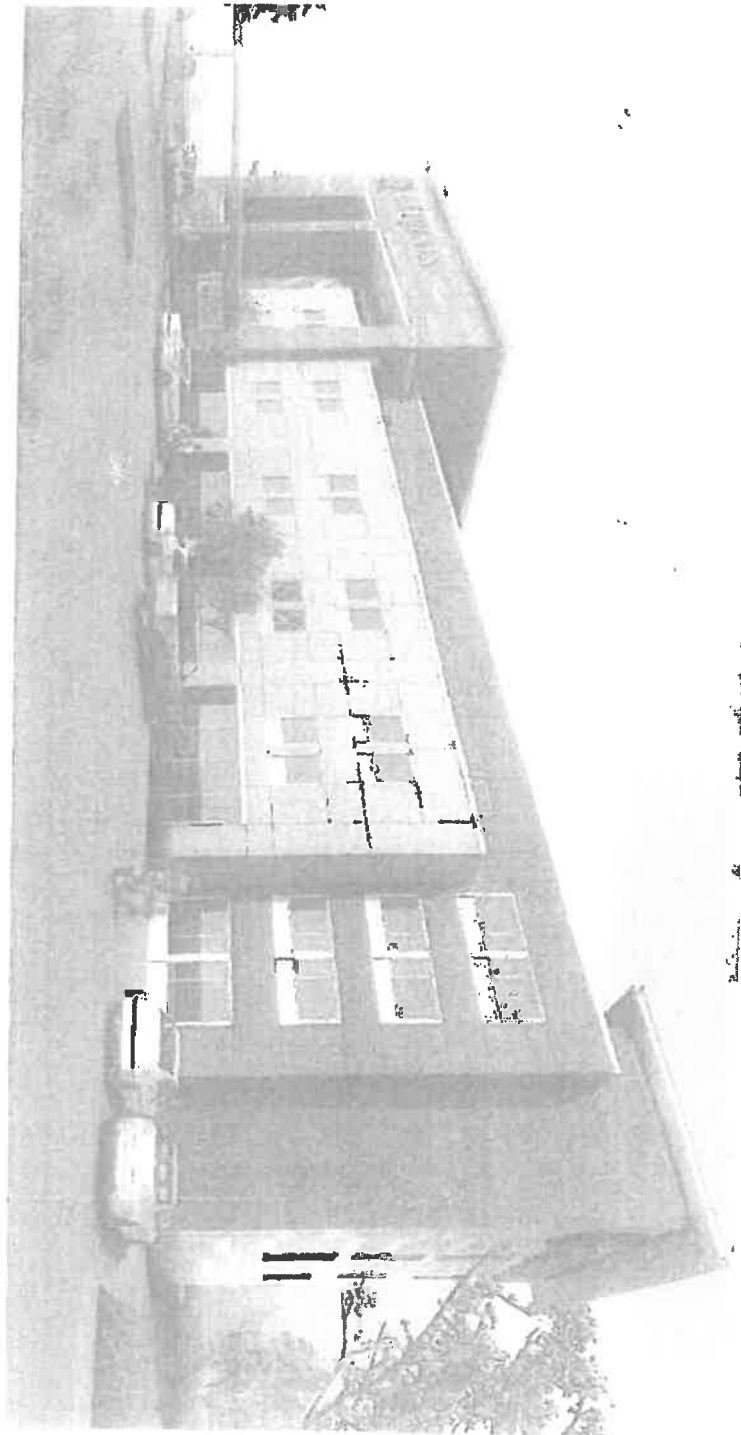
Would you be able to send a copy of the site plan for this case?

Also, could you tell me when it is scheduled for a public hearing?

Thanks for your help.

Jack Elsner

EXHIBIT "E"
PAGE 1 OF 3



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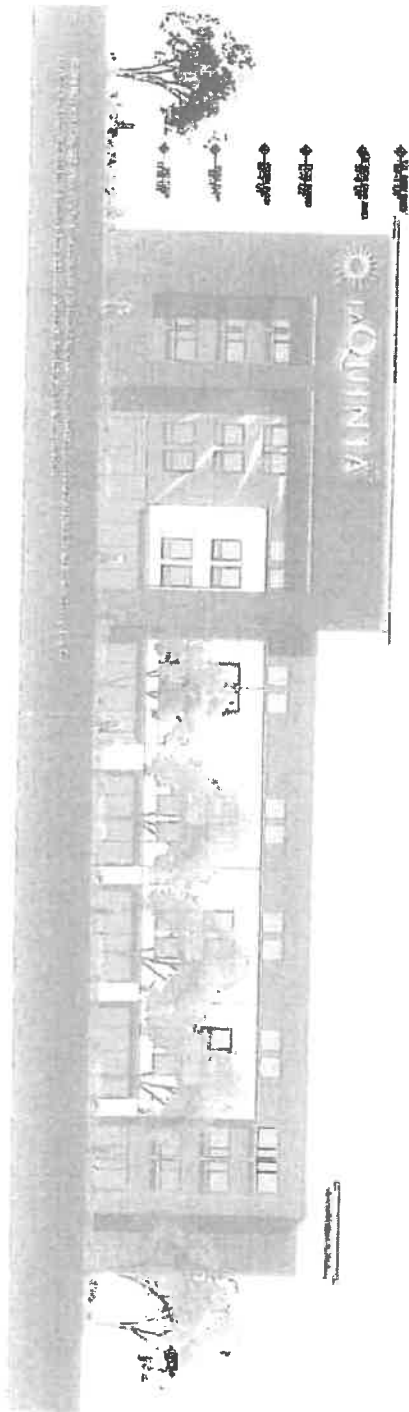
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PAGE 3 OF 3

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MEMORANDUM

TO: Planning Department – Brad Johnson

Cc: Brian Dempsey

FROM: Public Works Director - Marv Pulst

DATE: April 12, 2017

SUBJECT: Burlington Boulevard Hotel – Site Access

To assist you in developing your staff report and SEPA determination for the proposed hotel located east of Burlington, I offer the following comments which are germane to your considerations.

I have had recent past discussions with the owner of this property (which I will refer to herein as the "Wammack" property) and his engineer (John Ravnik) regarding safe access to it from Burlington Boulevard. Their desire has been to access the property from the traffic signal located at the intersection of Costco Drive and Burlington Boulevard. This signal operates essentially as a three way signal controlling north-south traffic on Burlington Boulevard and traffic entering and exiting Costco. A fourth leg on the east side is misaligned with Costco Drive on the west and serves one business, Skagit Cycle Center. This non-standard intersection configuration was allowed many years ago as a compromise in development of the Costco site, but would not be permitted today using current roadway design practices.

Opposing offset streets at traffic signals pose a traffic safety issue and require split phase timing of the controlling signal. The split phase introduces inefficiency of traffic flow on the affected roadways. In 2015, the City with federal aid spent approximately \$2.5 million correcting this situation at intersections along the Burlington Boulevard corridor. Permitting a new access on Burlington Boulevard to operate under this unsafe and inefficient condition would be irresponsible and risky on behalf of the City and its engineering staff.

A previous attempt to gain access to the Wammack property in 2008 by using this existing signal was tested in the courts and adjudicated in favor of the City.

Since use of the signal for access is not an option, the City has worked with the property owners to determine the best alternative access solution. City Code 12.28.120 – Geometric design standards – Major arterials, prescribes access conditions, and Item A.2, states, "No driveways within 150 lineal feet of street intersections." The frontage of the Wammack property on Burlington Boulevard cannot satisfy this requirement. Accordingly, it was determined that the only option is to locate an access point as far away from the signal as possible and to restrict it to "right-in / right-out". This places the access approximately 100' from the signal.

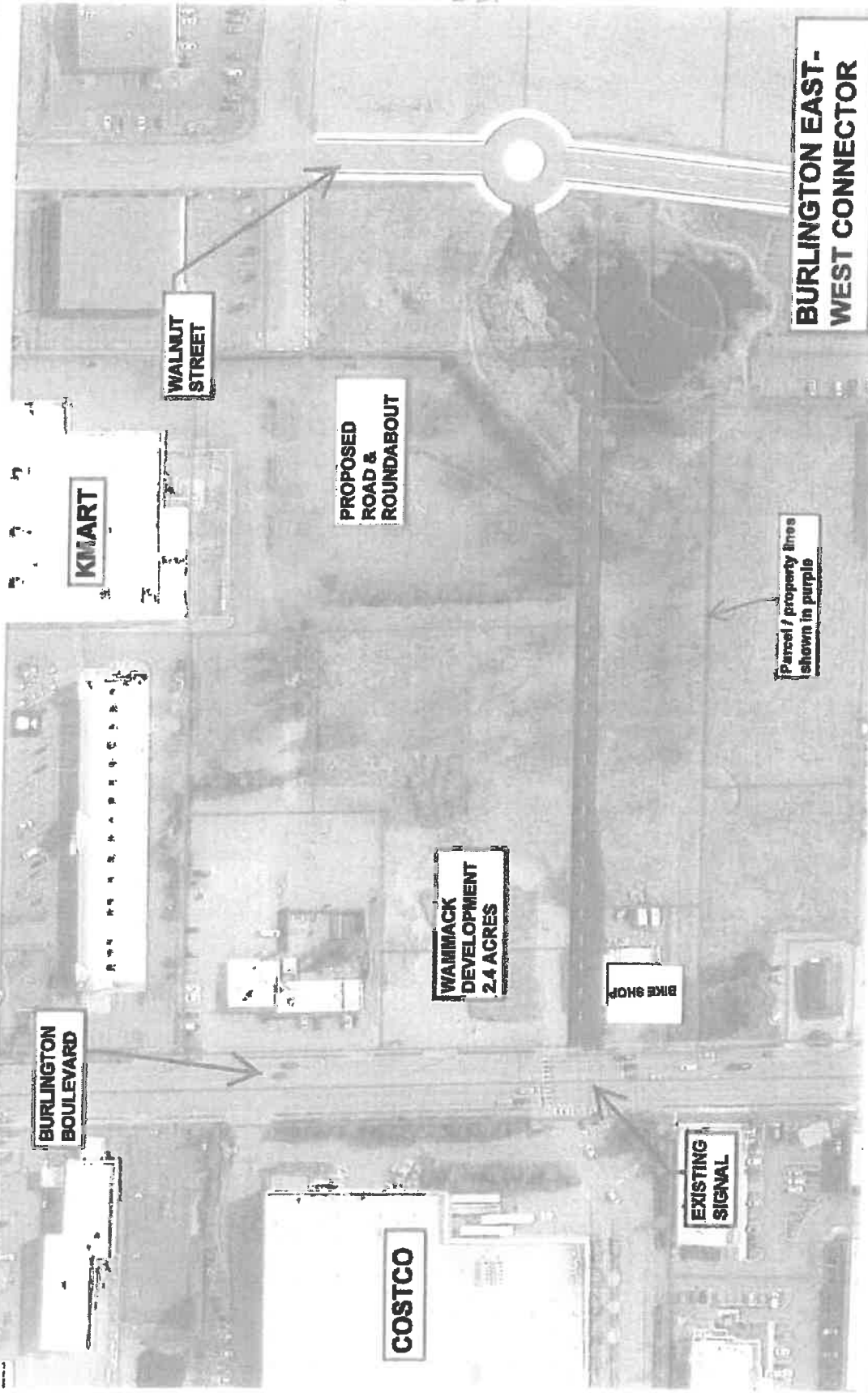
The right-in / right-out access is not ideal, so the City has suggested that a proper access be developed for all properties lying to the east at this location. Through discussions with property owners, it was concluded that the traffic signal at the intersection of Costco Drive and Burlington Boulevard should be reconfigured to current design standards and a roadway be constructed to the east connecting Burlington Boulevard and Walnut Street thus giving access to all adjacent properties. The City would fund construction of the road through grant dollars along with funds from the City's arterial street fund. The adjacent property owners who would benefit from this improvement were asked and agreed to donate the right-of-way necessary to construct the new roadway. This plan is laid out in the attached City of Burlington letter dated March 9, 2016. Also attached is a conceptual layout of the new roadway.

The City engaged in discussions with the Transportation Improvement Board (TIB) regarding the potential for state grant funds for design and construction of the east-west connector. After very positive feedback from TIB, the City applied for a grant in the fall of 2016. To the astonishment of the City and other surrounding local agencies, TIB made an unprecedented decision to channel all of their funding to one particular city to prevent their pending loss of federal road funds unless matching dollars (TIB) were made possible. This disappointing news was communicated to the affected property owner per the attached email.

The City has now lessened the scope of the east-west connector to address only signal modifications and construction of a short segment of the roadway to the east to allow access to the Wammack property and other properties to the south. The City has contracted with a local engineering firm to design the channelization plan for this abbreviated improvement. Once this improvement has been constructed, access will be allowed to the properties to the east via the Costco traffic signal. At that point, the right-in / right-out access proposed by the developer must be abandoned.

The City intends to resubmit an application again this fall to TIB for grant funding for the design and construction of the entirety of the east-west connector between Burlington Boulevard and Walnut Street.

EXHIBIT G



A. Background

1. Name of proposed project, if applicable:

La Quinta Hotel Site Development

2. Name of applicant:

Trimark Property Group
Al Jiواني

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

420 Ellingson Road Suite 200
Pacific, WA 98047
253-833-7863

4. Date checklist prepared:

3/8/2017, modified 3/25/2017, resubmitted to City on 3/31/2017

5. Agency requesting checklist:

City of Burlington

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

All aspects of site development will be performed in one phase, with exception of constructing an onsite coffee drive-through building which will likely be a second phase of site development pending the City's approval of associated permit processes.

Construction of the future drive-through coffee stand will require City approval of a Conditional Use Permit. Please refer to the Phase 1 and Phase 2 Preliminary Site Plans accompanying this SEPA.

ALSO NO PARKING OR SITE IMPROVEMENTS ASSOCIATED WITH PHASE II ALLOWED UNTIL

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

Other than the initial site development for the hotel building and associated utilities and utility improvements, a stand-alone drive-through coffee stand may be developed separately from the hotel development. During the initial development phase for the hotel, all necessary utility and fill provisions will be made for the coffee stand.

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

A geotechnical investigation performed in 2007 will be updated to confirm soil bearing capacity, any potential for long term settlement that may require preloading for the hotel, and underlying soil infiltration capacities. There are no critical areas on the subject property. The 2007 geotechnical investigation identified an underlying silt layer extending from approximately 2 feet to 5 feet below the current ground surface.

RECEIVED

MAR 30 2017

CITY OF BURLINGTON
PLANNING DEPT.

3/30/2017

DRIVE-THROUGH
USE NOT PERMITTED
FOR AUTHORIZED
VEHICLES

ALL
IMPROVEMENTS
F COFFEE
AND ADJACENT
LAND

PERMITS ARE
APPROVED.
THE ONLY
DEVELOPMENT
ALLOWED ON
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IS LANDSCAPE
AND ALLEYS
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This silt layer was represented as being infeasible for infiltrating runoff waters. Below this referenced silt layer, the underlying soils are classified as being sandy with little silt. These sandy soils below the silt layer will be tested for their ability to infiltrate runoff waters. A copy of this 2007 geotechnical investigation has been provided with this SEPA submittal to the City, satisfying a requirement of the City.

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

Yes, City approval of a Boundary Line Adjustment for the project area presently existing as two lots. Planning Commission site plan approval for the proposed hotel and its associated site development. Future approval of a building permit and grading permit for the hotel. Subsequently future approvals of a Conditional Use permit for the drive-through coffee stand and associated building and grading permits.

10. List any government approvals or permits that will be needed for your proposal, if known. *For the initial hotel development, site plan approval will be needed from the Burlington Planning Commission and plan approval from the City will be required for building plans, civil plans, and landscape plans. In the future when the drive-through coffee stand is proposed, a Conditional Use Permit approval will be necessary from the Burlington Planning Commission and City Council, thereafter requiring approval of a building permit.*

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The subject property is located on the east side of Burlington Boulevard at the northeast quadrant of the Burlington Boulevard intersection with Costco Drive. The entire subject property encompasses 2.57 acres, and exists as two parcels, P#24245 and P#24246. Respectively, the parcel addresses are 1664 South Burlington Boulevard and 1670 South Burlington Boulevard. The size and configuration of these two parcels has been established by a Boundary Line Adjustment recorded under Auditor File Number 200710010109. The common lot line between the two parcels is shown on the accompanying preliminary site plan, and is located approximately 138 feet east from Burlington Boulevard. As a condition of building permit issuance for the hotel building, a boundary line adjustment will be necessary so the entire hotel building and its associated parking is located on the east parcel. This allows the proposed hotel building to be wholly sited on the east parcel and the future drive-through coffee stand to be wholly sited on the west parcel. Each parcel will contain cross-use easements for utilities, ingress, & egress. Please refer to the accompanying

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Preliminary Site Plans depicting the current and proposed boundary line between the two parcels representing this project.

As described furtheron herein, the City of Burlington has plans for a future road to be constructed along the south property line of the subject property, proceeding east from the existing signalized intersection. To accommodate the City's long range road development plan, the south 30 feet of the subject property has been set aside and is not included within the development area for the proposed hotel building and the future drive-through coffee stand. As such, the area remaining for development of the proposed hotel and future coffee stand is 2.236 acres.

The subject property is zoned C-1 – General Commercial District (BMC 17.36), surrounded by Burlington Boulevard along its west side, the Bike Shop and undeveloped property zoned C-1 along the south side, the Sports Keg and K Mart properties zoned C-1 along its north side, and K Mart property zoned C-1 along its east side. Across Burlington Boulevard is the Costco development zoned C-1.

As represented on the preliminary site plan accompanying this SEPA, the entire property is approximately 490.4 deep east-west, having a north-south frontage width of 200.20 feet on Burlington Boulevard whereas the east property line has a north-south dimension of 270.2 feet. The property is essentially level, having varying ground elevations of 26.3 to 29.1 on the NGVD 1929 floodplain datum. Per base flood elevation provided on Flood Insurance Rate Maps, FIRM, the base flood elevation for this property is 30.5, requiring a lowest permissible finished floor elevation of 31.5.

At the present time, there are no buildings onsite. During the late 1990's, two buildings were removed from the property. There is also historical evidence that a trailer park previously occupied the eastern extent of the subject property.

UTILITY SERVICES:

Storm Drainage: *During previous developments considered for this property, the City did not require storm water detention due to an adequate conveyance capacity within the storm pipes in Burlington Boulevard and the fact the Gages Slough is not too far north of the project. Storm water regulations have changed in recent years requiring a site development to essentially maximize the quantity of runoff infiltration that can reasonably be accommodated onsite. The City has also established a maximum impervious site coverage of 80%, with the provision that using pervious pavement sections are given a 50% reduction. In concert with these surface limitations, the City's Landscape code continues to require a minimum 10% landscape coverage. The maximum potential development of the subject property can provide 90% impervious cover and 10% pervious landscape cover providing 20% of the site is served by a pervious surface. (I.e. a minimum 10% of the site is landscaped, 70% of the site is traditional impervious surface without any infiltration provisions, and 20% of the hard surface incorporates infiltration provisions thereby recognizing the site as having a maximum*

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80% impervious coverage. As further described herein, pervious concrete will likely not be used, however, pervious asphalt surfaces will likely be used to accomplish the maximum 80% impervious coverage status. Other considerations to achieve the maximum net 80% impervious coverage may involve an increase in landscape areas.

Developed runoff waters will be treated onsite and conveyed to underlying infiltration facilities sized to manage most of the developed runoff from the 2.236-acre project. A permissible storm water discharge will likely be proposed based on the pre-developed runoff rate per the 2014 Puget Sound Drainage Manual LID requirements.

Within the onsite drainage facilities, runoff treatment will be provided before waters enter an infiltration area, and before they are regulated from the site into the City's drainage facilities in Burlington Boulevard. The onsite network of drainage pipes, catch basins, treatment vaults, and potential underground storage pipes will involve pipe diameters up to 36 inches. Runoff treatment provisions will comprise a combination of biofiltration swales where sufficient length can be provided and mechanical treatment vaults approved by the Department of Ecology for treatment prior to infiltration. In addition to the onsite management of all developed runoff waters, Low Impact Development components will be incorporated into the site development, such as back-sloping sidewalks to promote runoff into adjacent lawn and landscape areas, the infiltration of all roof runoff waters, tree planting which individually per tree allows 25 - 50 square foot areas of impervious coverage to be recognized as pervious, and the use of organic soils within landscape areas.

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Sanitary Sewer: Sewer flows will be collected and discharged to the existing 8-inch sanitary sewer main along the southwest side of the site. This existing 8-inch sewer main conveys effluent west to an existing 12-inch sewer main along the west side of Burlington Blvd. Although no buildings currently exist onsite, there are sewer service pipes extending into the site that serviced previous buildings on the property. Within the south 30 feet of the subject property, there is the potential that the existing sanitary sewer pipe system onsite will be extended east to serve this project. This sewer pipe extension will be a component of the future road improvement.

Water or Domestic Service and Fire Protection: Domestic and fire protection services will be extended into the site as needed. Depending on the combination of connections to surrounding waterlines, PUD's recent hydraulic analysis has determined that as much as 2,712 gpm can be made available. There is the potential that waterlines necessary to serve this project will be extended easterly within the south 30 feet of the subject property. The hotel building has a gross area of approximately 58,400 consisting of Type II-B construction. When outfitted with sprinklers, the hotel building has a fire suppression flow requirement of 2,500 gpm.

Natural Gas: Necessary utility extensions will be extended into the property as needed.

Power, Telephone, TV Cable & Fiber Optic: Necessary wire utility extensions will be extended into the property as needed.

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The proposed uses are to initially construct one four-story hotel building to be operated by La Quinta, and in the future, to construct a small, single-story building to be operated by BigFoot Java. The hotel building has an approximate footprint area of 14,600 square feet and a gross square footage of approximately 58,400 square feet. Within this building, 104 hotel units will be provided together with conference room facilities, hotel administration, swimming pool, and hotel services such as laundry. The four-story hotel building will have a peak height of approximately 62 feet which, due to its setback distance from the closest property line, complies with the zoning code. The drive-through coffee stand has a footprint area of 500 square feet and a height of approximately 25 feet. The hotel building will be oriented long east-west to best fit within the property's configuration, sited within the easterly two-thirds of the site. The future drive-through coffee stand will be located directly adjacent to Burlington Boulevard. Please refer to the preliminary building plans submitted with this SEPA for both the proposed hotel building and the future drive-through coffee stand. These preliminary plans identify each building's layout as well as exterior profile views. Roof runoff waters fully infiltrated onsite is recognized as a Low Impact Development technique.

LOCATION AND LAYOUT FOR DRIVE-THROUGH NOT AUTHORIZED BY THIS PERMIT.

For many years, the City of Burlington has recognized a need to improve the east-west alignment through the existing traffic signal at the Burlington Boulevard/Cosco Drive intersection. No major changes are being sought for the north-south travel lanes through this intersection. Improvements to the east-west alignment will be limited on the west side; however significant improvements are needed for a future road east from the intersection. At the present time, other than there being a driveway at the east leg of this intersection, there is no formal road proceeding east. East from the intersection, the City's goal is to have a public road constructed, likely to be in a 60-foot-wide right of way. The north half of this right of way would consume the southerly 30 feet of the subject property associated with this SEPA. As illustrated on the preliminary site plan prepared with this SEPA, the south 30 feet of the subject property has been set aside, and has not been used for any of the proposed hotel development. In addition to a future land dedication from the subject property, similar land dedication will be sought from two offsite parcels adjoining the south property line of the subject property. Although no funds were received, the City did apply to the Transportation Improvement Board, TIB, in 2016 for the construction of this future road east from the referenced signalized intersection. The extent of construction was to approximately 490.4 feet east from Burlington Boulevard, generally being the east end of the subject property, with a future goal to eventually continue this public road east another 480 feet to connect with the City's existing Walnut Street. It is recognized that the City's continued efforts will eventually and successfully complete the initial and subsequent phases of this future road.

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At the present time, the only means of access into the subject property is from a driveway aligned with the east leg of the referenced intersection. This signalized intersection was constructed at the time of the Costco development, as required by the City. The configuration and function of this signalized intersection is not highly efficient, and as such, is not allowed by the City to be used to serve the proposed development herein. Until the City accomplishes their long range goals to construct a new road easterly from the signalized intersection, use of the existing east leg of the intersection will be limited to serving the existing Bike Shop business only.

Until such time that the City completes the development of the new public road along this project's south side, access into the hotel site development will be limited to one location at the north end of the subject property's frontage on Burlington Boulevard. This initial single access will be restricted to having only right-in-turns from Burlington Boulevard and right-out-turns onto Burlington Boulevard.

At such time as the new road is completed along this project's south side, two points of access will be provided from the new road into the hotel-developed site. These two southerly accesses will be located approximately 160 feet and 445 feet east from the intersection. The currently-proposed site access at the site's northwest corner will then be removed so the site is only accessed from the new road.

During the hotel's operational period when the single access from Burlington Boulevard serves the site, the driveway access at the intersection's east leg will be limited for use only by the Bike Shop. An emergency access gate will be installed near the southwesterly corner of the hotel site development. This gate will not obstruct business access to the Bike Shop; however it will prevent any vehicles from entering the hotel development. This gated access will also function as an access only for emergency vehicles and emergency personnel.

Internally within the development area, parking will be provided for both the hotel and the drive-through coffee stand. For the 104-unit hotel, a total of 104 parking spaces will be provided. For the 500 square foot coffee stand, one stall is required for each 200 square feet, thereby requiring 3 stalls. Within the overall site layout, a total of 118 parking spaces have been provided for the 107 stalls required. Within this quantity of 118 stalls, five stalls will be handicap-accessible and 6 stalls will be outfitted with electric car charging stations. All drive aisles through the site are designed to be 26 feet wide per the City's fire code for emergency vehicles. Turning templates representing turning patterns of the Fire Department's ladder truck have been used to assure adequate movements throughout the site. Dead ended drive aisles serving adjoining parking stalls will be a minimum width of 24 feet. The referenced boundary line adjustment as shown on the preliminary site plans accompanying this SEPA will

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allow all hotel parking to be contained on the underlying parcel. Even with the boundary line adjustment completed, there will continue to be cross-use easements for utility services, ingress, egress, driveways, and parking.

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As dictated by the City's zoning and landscape code, a minimum 10% of the developable site will be improved with landscaping. Less the south 30 feet of the subject property, the remaining area is 97,397 square feet. As represented on the preliminary Landscape Plan provided with this SEPA to the City, approximately 15,198 square feet will be landscaped to provide for street frontage and parking area landscaping, equating to approximately 15.6% of the site. There are no incompatible zonings abutting the subject property that require any landscaped screening. The area of proposed landscaping together with pervious asphalt provisions will conform to the City's maximum 80% impervious cover requirement. Within the onsite landscape areas, the planting of trees is recognized as a Low Impact Development technique which per tree, allows 25 - 50 feet of impervious surface to be recognized as pervious within the drainage analysis of the project area, NOT FOR PURPOSES OF COMPLETING WEST CITY CODE.

Within the southwest corner of the overall project area, a free-standing sign will be constructed during the site's initial development. This sign will be designed in conformance with the City's Sign regulations.

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

As represented on the Vicinity Map provided with this SEPA, the subject property consists of two parcels respectively being Parcel #24246 at 1670 South Burlington Boulevard and Parcel # P24245 at 1664 South Burlington Boulevard. This project is located in the NWquarter of Section 08, Township 34, Range 04.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other

b. What is the steepest slope on the site (approximate percent slope)?

1% - 3%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

The onsite soils consist of a silty sand, represented by the Skagit County Soil Survey as #57, Field Site Loam. This typed soil is consistent with the soils investigation that was performed in 2007. Per the Soil Survey, the underlying soils have an infiltration capacity of 0.2 to 0.6 inches per hour to a depth of 21 inches, and having a capacity of 0.6 to 2.0 inches per hour further below. The original 2007 soils investigation identified a dense silty layer at a depth of approximately 2 to 5 feet below the current ground surface. Below this silt layer, the underlying soils are described by the soils report as being sandy with very little silt. This underlying sandy material will be used to support an infiltration bed designed to manage nearly all developed runoff from the overall project's two phases. Further geotechnical investigation will be performed to substantiate the soil's infiltration capacity, bearing capacity, and for any long-term consolidation that may warrant preloading the site for the proposed hotel building.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

The entire subject property comprises 112,111 square feet. For the purposes of this SEPA, the south 30 feet of the property is set aside as a portion of the future right of way encompassing a future road. As such, for the purpose of this SEPA, a development area of 97,397 square feet is used, equating to 2.236 acres.

Within this 2.236-acre project, an average 8-inch stripping depth has been assigned. This will comprise native topsoil materials still remaining on the property. Providing this topsoil is not contaminated with other debris, the majority of this topsoil will be

stockpiled onsite for use within landscape areas. Use of this organic topsoil within onsite landscape areas is a Low Impact Development technique.

Within the 14,600-square foot footprint area of the proposed hotel building, approximately four feet of gravel structural fill will be required to elevate the building for floodplain purposes. Within the 500 square foot footprint of the future coffee stand, approximately three feet of gravel structural fill will be required to elevate the building for floodplain purposes. From the building's perimeters outward, the depth of fill will decrease to a minimum thickness of approximately one foot to establish finished surface grades that slope downhill away from the building for drainage purposes. Outside of the building footprint areas, the quantity of asphalt and concrete surfacing is approximately 64,146 square feet, having a variable structural fill depth averaging three feet in depth. For the elevated buildings and surfacing improvements, approximately 9,500 cubic yards of gravel structural fill will be imported. In addition to gravel structural fill, the combined volume of crushed rock and asphalt is estimated to be 180 cubic yards.

Future development of the drive-through coffee stand may incorporate dry-floodproofing so the finished floor elevation is more compatible with surrounding developed elevations. Having the coffee stand's finished floor elevated to 31.5 may cause driveway approach slopes to be too steep.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Yes, erosion should be expected as surface vegetation is removed and the underlying soils are exposed.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

The project development area consists of 2.236 acres, which does not include the south 30 feet of the subject property. Within this development area, comprising both onsite parcels, the following improvements are proposed.

Hotel building footprint area of 14,600 square feet comprising 15% of the project area.

Coffee stand footprint area of 500 square feet comprising 0.5% of the project area.

The combined building footprint areas constitute 15.5 % of the total project area.

Non-pervious asphalt and concrete surfaces cover 57,335 square feet comprising 65.9% of the project area.

Pervious asphalt surfaces cover 8,281 square feet.

Landscape area encompass 16,681 square feet.

Collectively, the sum of all impervious, hard, surfaces (buildings, non-pervious asphalt, & non-pervious concrete) equates to 72,435 square. For the total areas of development within the two parcels, the net impervious coverage consists of the following:

$[72,435 + (8,281 \times 0.5)] / 97397 = 78.62\%$ of the total project area.

Individually within each parcel, their individual percentages of net impervious cover equal the following:

East parcel Hotel development: (building + pervious asphalt + hard asphalt)
 $[14,560 + (8,281 \times 0.5) + 50,498] / 86,519 = 79.98\%$ net impervious cover

West parcel drive-through coffee stand: (building + hard asphalt)
 $(500 + 6,837) / 10,878 = 67.45\%$ net impervious cover

For each parcel individually and for the overall total project, this entire project complies with the City's maximum 80% allowance for impervious LID provisions.

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- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:
During construction activities, erosion and sediment control facilities will be used such as silt fence around portions of the project boundary, sediment ponds, silt sacks will be installed under catch basin grates, and a quarry spill access road will be provided where vehicles exit the project area. The nature of this project likely requires that a Notice of Intent be processed by DOE, which includes advertising in the local newspaper to inform people of the project. In addition, construction equipment shall be inspected on a daily basis to make sure there are no leaking fluids, and spill containment materials will be made available onsite.

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

During the construction activities, exhaust emissions will be generated from construction equipment and vehicles. Construction equipment and vehicles will be maintained.

From the developed site, daily emissions will be limited to heating equipment and vehicles entering and leaving the facilities.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:
During construction, equipment will be inspected and maintained from having fluid leaks and inefficient combustion. During operation of the completed facility, heating equipment will be maintained for its best efficiency.

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3. Water

a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

There are no water bodies of any type on the subject property. There is an offsite wetland, which at its closest location, is approximately 246 feet east from the project area's east property line.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

No filling nor dredging activities will be conducted in the offsite wetland to the east.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No.

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

Yes, per Flood Insurance Rate Map # 5301530001B, the base flood elevation at this project location is 30.5, which requires the lowest permissible finished floor elevation to be 31.5 unless dry-floodproofing provisions are incorporated into the building design.

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

No.

b. Ground Water:

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

No ground water will be withdrawn.

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

No waste materials will be generated from this project that will be discharged into the ground. Public sanitary sewer will be provided for this development. Developed storm water runoff will be treated before entering the onsite infiltration system and before being discharged offsite into the City's public drainage facilities. Runoff treatment provisions will be facilities approved for such use by DOE.

c. Water runoff (including stormwater):

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

Developed runoff waters from this project will be treated and then conveyed to underlying infiltration facilities. A regulated release of treated developed runoff waters will be limited to the extent of runoff that occurred when the site was in a forested condition, as established by the 2014 DOE drainage manual's LID requirements. Confirmation of the underlying soil conditions and infiltration capacity will be performed as part of the site design. Large oversized storm pipes ranging in size up to 36-inch diameter may have to be designed into the site to provide temporary storage of runoff waters prior to infiltration and discharge. Regulated, released, storm water will be conveyed to the City's public drainage pipe system in Burlington Boulevard, where the waters are conveyed northerly, eventually discharging into Gages Slough.

Design of this project's drainage provisions will conform to the 2014 DOE Storm Water Management manual which incorporates the WWHM analysis methodology. To meet this requirement and to achieve a maximum recognized 80% impervious coverage, underlying infiltration provisions will be included in the site design together with the application of pervious pavements and LID techniques. This may use actual rock-filled trenches where developed runoff waters are stored until they can infiltrate, or a form of clean crushed rock generally conforming to AASHTO Sieve #4 will be used as a structural fill layer below portions of the asphalt driveways and parking. Within this layer of clean, washed, #4 crushed rock; geotextile fabric will encase the rock to prevent the migration of fines into the voids between the crushed rock. The void capacity of the clean, washed, #4 crushed rock will be a minimum of 30%. The footprint area of the crushed rock, together with its thickness, will be designed to temporarily store all developed runoff waters until the water can infiltrate into the underlying soils.

In as much as the native underlying silty/sandy soils may have sufficient ion-exchange capacity for treatment purposes, runoff waters will be pre-treated prior to entering the infiltration facilities and prior to being released from the subject property. Treatment will likely comprise a combination of biofiltration swales where sufficient length can be achieved and from treatment vaults approved by DOE for pre-treatment prior to runoff waters entering the infiltration facilities.

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

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

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

Developed storm water runoff will be treated onsite. The majority of developed runoff waters will be managed onsite in underlying detention piping and infiltration facilities. A controlled release of detained storm water, equaling the rate of runoff that existed from historically forested conditions as established by the 2014 DOE LID provisions, will be released into the City's drainage facilities in Burlington Boulevard. There are no offsite properties that discharge runoff waters onto the subject development area. The project area being greater than 1 acre, together with the project likely having a controlled release rate into the City's drainage facilities, will require that a Construction Storm water permit be applied for and approved by DOE. In addition, Low Impact Development techniques will be incorporated into the site development, generally consisting of (1) using organic-rich native topsoil materials within landscape areas, (2) tree plantings within landscape areas, which per planted tree, allows for small 25 - 50 square foot areas of impervious coverage to be recognized as pervious, (3) sidewalks sloped to shed runoff into adjacent lawn and landscape areas where feasible, (4) onsite infiltration of roof runoff, and (5) the use of onsite infiltration beds to store and infiltrate all developed runoff waters.

4. Plants

- a. Check the types of vegetation found on the site:

☒ deciduous tree: alder, maple, aspen, other

☒ evergreen tree: fir, cedar, pine, other

☐ shrubs

☒ grass

☒ pasture

☐ crop or grain

☐ Orchards, vineyards or other permanent crops.

☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

☐ water plants: water lily, eelgrass, milfoil, other

☐ other types of vegetation

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

The initial site development on the 2.236 acres will remove all of the existing vegetation onsite. The south 30 of the subject property, set aside for future road development, will be graded level and covered with grass.

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

There are no known threatened nor endangered plant species onsite nor in the vicinity.

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

City zoning and landscape codes require that a minimum of 10% of the project area be landscaped. Within the preliminary plans accompanying this SEPA is a preliminary Landscape Plan. For the site development, a landscape architect has been retained to prepare the preliminary landscape plan and to design the final landscape and irrigation plan.

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

None are known to exist.

5. Animals

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

Examples include:

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

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

None are known to exist.

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

Much of Skagit County is located within the Pacific Flyway. There are no conditions onsite that appear to be habitat prone elements for migratory fowl.

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

There are no existing features onsite that appear to function as wildlife habitat. Measures to assist any wildlife enhancement and protection will involve the planting of landscape improvements, the treatment of developed runoff waters, and infiltrating runoff waters into the underlying soils.

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

None are known to exist.

6. Energy and Natural Resources

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

*Electricity will be used for lighting, equipment, appliance operation, and heating.
Natural gas will also be used for heating.*

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

No. The offsite property to the north, which may be subjected to slightly less sun exposure due to the hotel's height, is presently developed as a parking lot.

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

Compliance with Energy Code regulations and the use of energy-saving water heaters and laundry equipment.

7. Environmental Health

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

The intended use as a proposed hotel and future drive-through coffee stand does not create nor generate any hazardous components. The only chemicals onsite will be limited to that for cleaning and pool maintenance.

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

There are no known contaminations onsite from historical activities onsite.

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

Within and adjoining the project area, there are no known hazardous materials and conditions that may influence the project. There are no transmission pipelines in the vicinity.

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

Daily operations at the intended uses will not use nor generate any toxic and hazardous materials. The only toxic chemicals will be cleaning materials, which are not publicly available to patrons.

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

The intended uses do not create an increased risk of emergency. There will however, be a convenience to have emergency services such as police, medical, and fire services available.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

The intended uses will not create an environmental hazard. OPERATION OF HOTEL TO COMPLY WITH COUNTY & STATE DSH REQUIREMENTS - ALSO POOL.

- b. Noise

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

There are no present noises onsite nor in the surrounding area that will negatively influence the intended uses.

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

The site development phase is anticipated to consume 12 - 15 months during which time construction equipment such as excavators, vibratory rollers, dump trucks, saws, and hammering will occur. Typically, these construction-generated noises will be limited to 7 am to 6 pm, Monday thru Friday. Once the onsite development is completed, typical daily noises will be generated from incoming and outgoing vehicles.

- c. Proposed measures to reduce or control noise impacts, if any:

None other than the maintenance of construction equipment during the site's development phase. The intended use as a hotel and drive-through coffee stand do not cause outdoor activities to occur that will generate any noticeable noises to surrounding properties.

8. Land and Shoreline Use

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

The subject property is presently undeveloped with no onsite activities. There are remnant areas of concrete and asphalt surfacing that served two previously-existing buildings and trailers, now removed from the site.

Surrounding offsite uses comprise the following:

North is the Sports Keg restaurant and K Mart parking lot.

East is the K Mart parking lot.

South is the Bike Shop business and undeveloped land.

West is Burlington Boulevard, adjoined along its west side by Costco.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not

been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or non-forest use?

There are no recent nor current working farmlands and working forest lands on the subject property nor in the vicinity. Many decades ago, during development years of the Burlington community, there were likely farmland activities at and surrounding the project area. There are no resource lands designated onsite nor in the vicinity. ✓

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

There are no working farmlands and forest lands in the area. In as much as Skagit County contains significant farmlands, these farmland activities do not utilize the adjoining portion of Burlington Boulevard for vehicle and equipment travel. ✓

- c. Describe any structures on the site.

There are presently no structures onsite. Historically, approximately 20 years ago, two buildings were removed from the property. ✓

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

No ✓

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

C-1 General Commercial District ✓

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

C-B Commercial, Business ✓

- g. If applicable, what is the current shoreline master program designation of the site?

There are no shorelines in the vicinity. ✓

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

No. YES - FLOOD HAZARD

- i. Approximately how many people would reside or work in the completed project?

For the intended hotel use, approximately 12 individuals will be employed on a part-time and full-time basis depending on the time of year. For the drive-through coffee stand, approximately 12 individuals will be employed on a part-time basis, generally having 3 employees at any one time. This project does not provide any permanent residential services. The proposed hotel will provide 104 units. ✓

- j. Approximately how many people would the completed project displace?

None

- k. Proposed measures to avoid or reduce displacement impacts, if any:
None are necessary as no displacement will occur. ✓

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:
For the proposed hotel and drive-through coffee stand uses, this project will be initially reviewed by the City's Technical Review Committee. Thereafter, a SEPA will be prepared to describe many aspects of this overall project, with the SEPA thereafter reviewed by staff and available for public comment. The proposed Phase 1 hotel site development will then be submitted to the Planning Commission for site plan review and public input. After the hotel's site plan approval from the Planning Commission, detailed civil and building plans will be submitted to the City for staff review and approval, thereafter with construction proceeding. ✓

For approval of the future Phase 2 drive-through coffee stand, after its representation to the Technical Review Committee and inclusion in the SEPA, a Conditional Use Permit application will be submitted to City staff for presentation to the Planning Commission and thereafter to the City Council. Upon the receipt of approval from the Planning Commission and City Council, building plans will be prepared for the coffee stand. Civil utility and fill improvements for the coffee stand will have been included in the hotel's overall civil plans. ✓

- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:
Due to there not being any nearby agricultural and forest land activities onsite nor in the vicinity, no measures are necessary. ✓

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.
No permanent housing facilities are provided with this project. ✓
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.
This project does not cause the elimination of any housing. ✓
- c. Proposed measures to reduce or control housing impacts, if any:
None. ✓

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?
As represented in the preliminary building plans and elevation views provided with the submittal of this SEPA, the highest component of the four-story hotel building is approximately 62 feet at the Entry Tower. The hotel structure's exterior will be

comprised of cement panels, EIFS (Fine and Course Sand Texture), Aluminum Parapets, Aluminum windows, Aluminum Porte Cochere, and Painted Exterior doors.

The City's zoning code limits the structure to not more than 4 stories, which is proposed herein. The zoning code establishes a building height not to exceed 45 feet, however allows the building height to be taller providing one foot of setback is provided from each property line for each additional foot over 45 feet. The closest property line to the building is on the building's north side being approximately 30 feet from the north property line. The building's total height of approximately 62 feet does not exceed the building-height criteria established by the City's C-1 zoning code.

The drive-through coffee stand will only have a peak height of approximately 25 feet with an exterior comprised of wood siding and aluminum/glass store front with a metal roof.

- b. What views in the immediate vicinity would be altered or obstructed?

In the surrounding vicinity, there are no significant scenic elements to be observed. All of the surrounding properties are commercial in nature, not residential where people live and view from their homes. From the perspective of surrounding properties, views will be altered.

- c. Proposed measures to reduce or control aesthetic impacts, if any?

The architectural building style and colors, together with nicely landscaped areas, will provide an aesthetically pleasing visual environment.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

During the project's construction period, no night lighting will occur. The completed development will have pole-mounted lighting and building-mounted exterior lighting to cast light upon pedestrian pathways and drive surfaces. All lighting will be hooded to direct light down. Lighting will be on during the dark evening hours, controlled by photocell.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

No. There are no facilities and operations in the vicinity that would be negatively influenced by light generated from this project.

- c. What existing off-site sources of light or glare may affect your proposal?

None

NOTIFICATION: PROJECT EXTERIOR LIGHTING
INFO PRIOR TO BUSINESS PERMIT SHOWING LIGHTING
HOODED AND IMPROVED PLANNING.

- d. Proposed measures to reduce or control light and glare impacts, if any:

Exterior lighting will all be hooded to shield and direct light cast upon underlying walking and driving surfaces. Lighting will be photo-cell-controlled so the lights only function during dark periods. Site perimeter landscaping will also protect vehicle headlights from shining into adjacent properties.

SEE ADD.
MEASUREMENTS
WILL 11.a.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

In the immediate vicinity of 500 feet, there are no recreational opportunities. Beyond this, Burlington has many recreational facilities such as parks and the Skagit River. ✓

- b. Would the proposed project displace any existing recreational uses? If so, describe.

No ✓

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

None other than the payment of any Parks impact fees associated with the project's building permits. ✓

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

No ✓

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

The EZ1 form from the Department of Archeological and Historic Preservation, DAHP, has been prepared and submitted to the DAHP for assessment. The Assistant State Archaeologist responded that they have no specific concerns regarding this project and recommended an Inadvertent Discovery Plan, IDP, be utilized. ✓

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

The EZ1 form from the Department of Archeological and Historic Preservation, DAHP, has been prepared and submitted to the DAHP for assessment. An Inadvertent Discovery Plan will be coordinated with this project so construction parties are made aware. ✓

REQUIRE
IS A
ANALYSIS
OF
PRACTICE

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

This project's development plans will require all involved construction parties to be aware of notification requirements if historical elements are encountered. An Inadvertent Discovery Plan will be coordinated with this project.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.
- Burlington Boulevard abuts the west side of the subject property, having a signalized intersection with Costco Drive adjacent to the site's southwest corner. The east leg of this intersection currently provides access to the adjacent Bike Shop business and the subject property. The initial hotel site development will construct a new driveway access near the northwest corner of the subject property. This new driveway will be limited to right-in and right-out traffic movements. Current access from the signalized intersection into the hotel development area will be gated so the existing driveway only serves the adjacent Bike Shop business. The gated access will however be available for use by emergency vehicles and personnel. The City has long range plans for a new road to be constructed along the south property line of the subject property. At such time when the new road is completed and available for use, two points of access from the new road will serve the hotel. The initially-constructed driveway access near the hotel site's northwest corner will then be eliminated.*

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

Yes, Skagit Transit has a variety of stops along Burlington Boulevard.

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

This project does not cause the loss of any parking. For the 104-unit hotel and the drive-through coffee stand, a total of 107 parking stalls are required and approximately 118 parking stalls will be provided onsite.

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

Because of the fully developed nature of the adjacent Burlington Boulevard, additional improvements to the boulevard are not anticipated. Future construction of the new public road along the site's south side will facilitate community traffic and this project will benefit from this future road; however the success of this project is not contingent on construction of the future road.

PROJECT IS BEING AUTHORIZED CONTINGENT ON ROAD PLANS & TEMP ACCESS. ROW REQUESTED ALONG SOUTH PROP. LINE AND PER CONNECTIONS TO BOULEVARD & FUTURE ROAD.

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

No. None of these transportation sources exist in the project vicinity.

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

This LaQuinta hotel is most-closely represented by ITE Land Use #312 as a Business Hotel providing limited services and no restaurant. Per the Institute of Transportation Engineers, ITE, trip-generation manual, a Business Hotel use is identified as generating 0.62 peak-hour trips per occupied hotel room. As part of this project's feasibility investigation, Smith Travel Research performed a study of the surrounding area, which identified an average yearly occupancy level of 70%. For this 104-unit hotel, this equates to 45.1 peak hour trips. $(104 \times 0.70 \times 0.62)$

For the future 500 square foot drive-through coffee stand, ITE recognizes this use as Land Use #935, a Fast-food Restaurant with Drive Through Window and No Indoor Seating, having a trip generation factor of 153.85 peak hour trips per 1,000 square feet of building. For the 500 square foot building, this results in 77 peak-hour trips.

Peak hour trips are recognized as occurring during the busiest one-hour period between 4 pm and 6 pm. Other than the occasional service vehicle and mid-sized semi truck providing materials to the hotel, the vast majority of trips will be from common vehicles. Although the City does not require a traffic study for this overall project, a traffic study may be performed to utilize the most recent traffic information in confirming the quantity of peak hour trips for these two uses.

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

No. There is no recognized level of agricultural and forest-land traffic on the surrounding road network.

- h. Proposed measures to reduce or control transportation impacts, if any:

Traffic impact fees will be paid to the City at the time of building permit issuance, recognizing the value of land dedication along the project's south property line which will be used to offset traffic impact fees otherwise paid.

- (1) IMPACT FEES - ANY USDCU
- (2) ROW DEDICATION ALONG SOUTH PROP LINE
- (3) AGREEMENT REGARDING TEMP ACCESS.

VALUE THROUGHOUT MAY REQUEST TRAFFIC STUDY PRIOR TO PERMIT.

15. Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Nearly every development, commercial or residential, has a need for public services. Some projects may have a significant need for one or more public services. This site development for a hotel and drive-through coffee stand will have a need for fire protection, police protection, transit, and emergency services, however these needs are not significantly different than common commercial and retail businesses in Burlington.

- b. Proposed measures to reduce or control direct impacts on public services, if any.
- Within the project area, new waterlines and fire hydrants will be provided for fire protection. In addition, the building will have internal sprinklers and be outfitted with smoke alarms. These improvements will assist in providing fire protection services to this project.*

Security and surveillance will be integrated into the site and building design which aids in providing police protection services to this project.

As part of the City's building permit fees, impact fees are also assessed to help offsite increases in the need of public services.

*MATTHEW:
PAY
IMPACT
FEES*

16. Utilities

- a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other: TV Cable, Fiber Optic, Drainage
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

From the network of existing, PUD-owned waterlines around the periphery of this site, waterlines up to 12-inch diameter will be installed to provide fire protection services to this site. ✓

From the existing City-owned sanitary sewer pipe at the site's southwest corner, new sewer piping up to 8-inch diameter will be installed to serve all buildings proposed. ✓

Onsite piping for storm water conveyance and management will likely be up to 18 inch for conveyance and up to 36 inch for storage. Beyond the quantity of developed runoff waters to be infiltrated onsite, the permissible quantity of storm water discharged from the site will enter the City-owned drainage piping in Burlington Boulevard. ✓

Natural gas, provided from Cascade Natural Gas, will be extended into the site to serve the proposed buildings.

Wire utilities for power (PSE), telephone (Frontier), TV cable (Comcast), and fiber optic (Black Rock Cable and City) will be extended into the site to serve the buildings.

MESSAGE: COMPLY WITH CITY CODE
REQUIREMENTS RE: FIBER CONDUIT.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Name of signee Al Jiwani

Position and Agency/Organization Managing Member

Date Submitted: Thursday March 30, 2017

REVIEWED 4/12/2017
ISSUE MONS

Accompanying Documents:

Vicinity Map

2015 Aerial Photo of Site

Phase 1 - Preliminary Site Plan

Phase 2 - Preliminary Site Plan

Preliminary Landscape Plan

Building Plans and Elevation Views for LaQuinta Hotel

Building Plans and Elevation Views for BigFoot Java

EXHIBIT "2"

DEVELOPMENT AND ROAD DEDICATION AGREEMENT

This Development and Road Dedication Agreement ("Agreement") is made and entered into this ___ day of _____, 2018, by and between Trimark-Burlington Hospitality LLC, a Washington limited liability company ("Owner") and the City of Burlington, a Washington municipal corporation (the "City"). Owner and the City are each a Party and collectively the Parties to this Agreement.

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, including without limitation the representations, warranties, and promises set forth herein, Owner and the City hereby agree as follows:

1. Property. Owner holds an equal undivided interest to a portion of and a fee simple interest to other portions of that certain real property located in the City of Burlington and legally described and depicted in Exhibit "A" hereto and incorporated herein by this reference ("Property").
2. Development. Owner has applied to and received from the City permission to develop the Property in order to construct a hotel on the site in accordance with the City's adopted codes, standards, regulations and plans (the "Development"). On or about April 19, 2017, the City issued an administrative decision, conditionally approving the Development (the "Decision").
3. Future Road Dedication. Condition 4.a. of the SEPA Determination in the Decision requires, among other things, that Owner convey a strip of land to the City for the purpose of permitting the City to construct a new City street between the intersection of Costco Drive and Walnut Street as shown on the approved site plan (the "Site Plan") attached hereto as Exhibit "B". The dedicated strip of land is legally described on Exhibit "C" attached hereto. The issuance of Owner's certificate of occupancy for its hotel on the Property shall be conditioned upon Owner dedicating the strip of land via quit claim deed in the form attached hereto as Exhibit "D".
4. Temporary Access to the Property from Burlington Boulevard. Condition 35 of the Decision grants Owner and its invitees temporary access to the Property from Burlington Boulevard from the access points depicted on the Site Plan until the City constructs a new City street along the southern boundary of the Property. The Parties hereby agree that Owner and its invitees shall have unrestricted access to and from the Property onto Burlington Boulevard until the City completes construction of its new City Street in the location depicted on the Site Plan.
5. Additional City and Owner Obligations. Pursuant to Condition 4.b of the SEPA Determination in the Decision, the Parties hereby agree as follows: (a) the City shall terminate temporary access to the Property from Burlington Boulevard upon its completion of the City street contemplated by this Agreement; (b) in connection with terminating the temporary access to the Property, the City shall reconstruct the sidewalk, curbing and landscaping located on Burlington Boulevard to permanently block the temporary access points to the Property; and (c) the City shall complete any required connections between the driveways and sidewalks constructed by Owner

within the Development to ensure its access to the new City street.

6. Impact Fee Mitigation. In return for Owner agreeing to dedicate the strip of land identified on Exhibit "C", the City shall provide Owner with an Impact Fee Mitigation Credit in the amount of \$240,000.00 to offset impact fees incurred by Owner in connection with the Development.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors, heirs, assigns, and personal representatives.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in the state and federal courts of Skagit County, Washington.

9. Entire Agreement / Parties. This Agreement contains the entire agreement between the Parties with respect to this matter. It may not be modified except in a writing signed by the Parties. This Agreement is not intended to, nor shall it be construed to, benefit any person or entity except the Parties and shall not be enforced by or construed to give rights to any third-party.

10. Attorneys' Fees. In the event that any suit or other proceeding is instituted by either Party to this Agreement arising out of or pertaining to this Agreement, including but not limited to filing suit or requesting an arbitration or other binding non-judicial alternative dispute resolution process (collectively, "Proceedings"), and appeals and collateral actions relative to such a suit or Proceeding, the substantially prevailing party as determined by the court or in the Proceeding shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to such suit or Proceeding from the substantially non-prevailing party, in addition to such other relief as may be awarded; PROVIDED, however, that in the event of mediation, the Parties shall bear their own costs and attorney fees and shall share equally the cost of the mediator.

11. Waiver. The waiver by a Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by that Party. No waiver shall be valid unless in writing and signed by the Party against whom enforcement of the waiver is sought.

12. Severability. If for any reason any portion of this Agreement shall be held to be invalid or unenforceable, the holding of invalidity or unenforceability of that portion shall not affect any other portion of this Agreement and the remaining portions of this Agreement shall remain in full force and effect.

13. Recording. Prior to the issuance of the Certificate of Occupancy for the Development, this Agreement shall be recorded with the Skagit County Auditor's office.

14. Authority. Owner represents and warrants that it is duly organized, validly existing

and in good standing in the State of Washington. Owner further represents and warrants that the person or persons executing this Agreement on Owner's behalf have the requisite authority to bind Owner.

Agreed to and executed by:

**[SIGNATURE PAGES AND ACKNOWLEDGEMENTS
ON SEPARATE, FOLLOWING PAGES.]**

OWNER

Trimark-Burlington Hospitality LLC, a
Washington limited liability company

By: [Signature]
Name: AL Jiwani
Its: MANAGER
Date: 1/29/2018

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that AL Jiwani is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it on behalf of Trimark-Burlington Hospitality LLC to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 1/29/18



[Signature]
(printed name) Brian Whitmore
NOTARY PUBLIC in and for the State of
Washington, residing at Bonney Lake
My appointment expires 6/20/18

CITY

**City of Burlington, a
Washington municipal corporation**

By: _____

Name: _____

Title: _____

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it on behalf of City of Burlington, a Washington municipal corporation, to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

(printed name)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____

Exhibit "A"

Legal Description of Property

Exhibit "B"

Site Plan

Exhibit "C"

Legal Description of Dedicated Strip of Land

Exhibit "D"
Quit Claim Deed