

CITY COUNCIL AGENDA
7:00 p.m. February 11, 2021
MEETING TO BE HELD REMOTELY
VIA TELEPHONE: 1-774-777-4255
CONFERENCE ID No.: 589-8786

WORKSHOP: February 18, 2021 @ 6:00 PM – Burlington Fiber System

CALL TO ORDER:

Mayor Sexton
Council Members: Aslett, Chaplin, J. DeGloria, R. DeGloria, Green, Loving, and Stavig
Staff: Blaine, Burwash, Dempsey, Erickson, Hampton, Hawes, B. Johnson, L. Johnson, Jongsma, Luvera, Morrison, Pulst, Rabenstein, Schwetz, Stewart, Toth, Ward, and Young.

MINUTES:

[City Council Meeting January 28, 2021](#)

AUDIT OF BILLS:

PUBLIC COMMENTS:

COUNCIL COMMENTS:

MAYOR'S UPDATE:

PROCLAMATION:

SPECIAL PRESENTATION:

COMMITTEE & BOARD REPORTS:

OFFICERS REPORTS:

UNFINISHED BUSINESS:

CONSENT AGENDA:

NEW BUSINESS:

- 1) [Changes to Title 15 of Burlington Municipal Code to adopt updated uniform fire and building codes](#)
- 2) [Resolution waiving penalties imposed under B&O tax ordinance 1984](#)
- 3) [Comprehensive Plan Updated: Development Regulation Amendments \(RA-2 and MUR zones\)](#)
- 4) [Development Briefing](#)
- 5) [Acceptance of Country Financial Donation](#)
- 6) [Procurement of Pickup Truck for Fire Department](#)
- 7) [2021 Senior Center Interlocal Agreement with Skagit County](#)
- 8) [2021 Economic Development Alliance of Skagit County \(EDASC\) Agreement](#)
- 9) [ILA Purchasing Agreement to Piggyback on Snohomish Fire District#7/Bound Tree RFQ and Adoption Agreement](#)

DISCUSSION:

FUTURE WORKSHOP:

- 1) **Burlington Fiber System**

Thursday February 18, 2021 6:00 p.m.
MEETING TO BE HELD REMOTELY
VIA TELEPHONE: 1-774-777-4255
CONFERENCE ID No.: 589-8786

EXECUTIVE SESSION:

ADJOURNMENT:

MEETINGS:

- 1) **AUDIT & FINANCE COMMITTEE:**

Thursday February 11, 2021 4:00 p.m.
MEETING TO BE HELD REMOTELY
VIA TELEPHONE: 1-774-777-4255
CONFERENCE ID No.: 589-8786

DUE TO THE COVID-19 PANDEMIC, AS OF MARCH 20, 2020, ALL OTHER COUNCIL COMMITTEE MEETINGS ARE SUSPENDED UNTIL EMERGENCY PROCLAMATION 2020-03 HAS BEEN RESCINDED, OR UNTIL FURTHER NOTICE

Next Regular Council Meeting: Thursday, February 25, 2021 *Americans with Disabilities Act Accommodations Provided upon Request*



FUTURE COUNCIL AGENDA

City Council STUDY SESSION – February 18, 2021 – 6PM

Burlington Fiber System

Presentation – What is Fiber and how does it compare to cable
Map of Burlington Fiber Infrastructure
Map/Review of Port, Skagit Net, and Mount Vernon Fiber Systems
Presentation/Discussion – Burlington Fiber Pricing vs. Other System's Pricing
Presentation/Discussion - Revised ISP Master Agreement
Presentation/Discussion - Revision of Fiber Fees
Discussion – Where do we see our Fiber system going in the future

February 25, 2021 Council Meeting

Review/Presentation of Year-End 2020 Financial Results

Presentation – January 2021 Financial Results – Cash Position, Sales Tax, & Other Data

Presentation of Parks Board 2021 PROS Plan Park Improvement Prioritization

Fire, Park, and Transportation Impact Fees – General Discussion of Background, Current Laws, and Revision Process

Presentation of Pease Road Homeless Shelter Business Plan

Design Contract – Costco Lane Addition

Presentation of Parks Board Preferred New Park Signage Design

Revision to Cemetery Fees – Discussion Only

Revision to Historical Commission Membership

Bid Award – City Fuel Supply

March 11, 2021 Council Meeting

6PM Workshop – Estimated B&O Tax Collections and Path Forward on Balancing Current Expense Budget

Revision to 2021 CIP Based on Parks Board Recommendations

Resolution - Planning Commission Recommendations for the Utilities and Capital Facilities Element Revisions to the Comp. Plan

Contract for Fire Hall Architectural Services

Contract for Carnegie Library Architectural Services

Update Report from Skagit PUD

Ordinance Revising Cemetery Fees

Revision to Park and Recreation Fees – Discussion of Background, Current Fees, and Historical Approach

City Council STUDY SESSION – March 18, 2021 – 6PM

Preferred Approach to 2022 Budget Development

Budget Development Options – Finance Committee vs. Committee of the Whole?
Budget Development Approach – Which Funds in Which Order?
Budget Development Timeline – Workshops How Often – How Long?
Department Head Individual Presentations?
Current Expense Fund – Line by Line Review?
Preferred Approach for Estimating 2022 Revenues
Preferred Budget Presentation Format – Prior Year(s)

March 25, 2021 Council Meeting

Presentation – February 2021 Financial Results – Cash Position, Sales Tax, & Other Data
Update on Private Development in the City – Highlighting a Current Project – Comm. Dev Director
Update on Fiber Final Foot Connection Program
2% PUD Water Utility Tax – Discussion Only
Possible 2021 City Council Retreat Post-COVID Discussion – Scope, Location, and Date
Comp Plan Update – Discussion Only – Possible Impact Fee Revisions to Implement Capital Facilities Element

April 8, 2021 Council Meeting

Presentation – Community Rating System (CRS) Program
Comp Plan Update – Resolution – Preliminary Adoption of Revised Fire, Park, and Transportation Impact Fees

April 22, 2021 Council Meeting

Presentation – March 2021 Financial Results – Cash Position, Sales Tax, & Other Data
Update on Private Development in the City – Highlighting a Current Project – Comm. Dev Director
1st Quarter 2021 Budget Review and Discussion
Award of Construction Contract – George Hopper Signal Project
Comp Plan Update – Resolution – Preliminary Adoption PC Recommendation for Economic Development Element

May 13, 2021 Council Meeting

Public Hearing – Revisions to Comp Plan and Ordinance Adopting Comp Plan

May 27, 2021 Council Meeting

Presentation – April 2021 Financial Results – Cash Position, Sales Tax, & Other Data

Update on Private Development in the City – Highlighting a Current Project – Comm. Dev Director

February 2021

February 2021

March 2021

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28						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 31	Feb 1	2 6:00pm Library Board (Zoom)	3	4	5	6
7	8	9 4:00pm SUSPENDED: Public Safety Committee (Public Zoom) 5:30pm Parks Board (Zoom)	10	11 4:00pm Audit & Finance Committee (Telephonic) 7:00pm Council Meeting (Telephonic)	12	13
14	15	16 4:00pm Public Works Committee (Telephonic)	17 1:00pm SUSPENDED: SKAT Board 5:30pm SUSPENDED: Planning Commission 7:00pm Planning	18 6:00pm Budget & Finance Council Workshop- Fiber System (Telephonic)	19	20
21	22	23 4:00pm Homeless Transition Committee (Zoom)	24 9:00am SUSPENDED: Downtown Burlington Association (Visitor Information Center/Chamber of	25 4:00pm Audit & Finance (Telephonic) 7:00pm Council Meeting (Telephonic)	26	27
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March 2021

March 2021							April 2021						
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28	29	30	31										

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28	29	30	31	Apr 1	2	3

January 28, 2021

MEETING HELD TELEPHONICALLY DUE TO THE COVID-19 PANDEMIC

Mayor Steve Sexton called the meeting to order at 7:00 p.m. with the Pledge of Allegiance. Council members present: Bill Aslett, Keith Chaplin, J. DeGloria, R. DeGloria, Scott Green, Chris Loving and James Stavig. Staff present: Janice Burwash, Geoff Hawes, Brad Johnson, Leif Johnson, Sandy Kottke, Mike Luvera, Katie Olafson, Marv Pulst, Jim Rabenstein, Joe Stewart, Rob Toth, Sarah Ward and Greg Young.

MINUTES:

A motion was made to approve the minutes of the December 10, 2020 Council meeting by **Councilors Aslett/ R. DeGloria**. All in favor; motion carried.

AUDIT OF BILLS:

A motion was made by **Councilors Loving/Green** to approve Accounts Payable invoices to be paid as of January 28, 2021 in the amount of \$243,579.24, and Payroll Expenses for Pay Period ending January 15, 2021 in the amount of \$687,301.86. All in favor; motion carried.

PUBLIC COMMENTS:

City Attorney Leif Johnson stated that one public comment had been submitted. **James Sweeney** wrote in a letter sharing he applauds City Council's decision to vote against the George Hopper overpass project. **Sweeney** explained he felt this project was far too large an undertaking at this time and hopes the city will focus on more impactful projects for the citizens of Burlington. **Public Works Director Marv Pulst** responded to **Sweeney's** comment explaining there may have been some confusion about aspects of the George Hopper project, but the project is still moving forward and will be a subject at future council meetings.

L. Johnson stated that members of the public may submit comments or questions by mail to City Hall at 833 S. Spruce Street, ATTN: Greg Young or by email to badministration@burlingtonwa.gov, as the city still cannot by law, hold in-person meetings.

COUNCIL COMMENTS:

Councilor Joe DeGloria made a comment about a few articles that have recently been published in the Skagit Valley Herald pertaining to the B&O Tax that was implemented in the City of Burlington as well as the Homeless Shelter Project. **J. DeGloria** shared the Council had little knowledge about information included in these articles prior to their release and would like to find a way for Council to get information about pertinent topics more readily available to better inform citizens of the happenings in Burlington. **Councilor**

January 28, 2021

Keith Chaplin and **Councilor James Stavig** spoke in agreement with **J. DeGloria** and shared they would like to find a better process for distributing information. **Mayor Sexton** spoke to these concerns and shared it can be challenging to get information out before news stories are published. **Mayor Sexton** polled the Council for their preferred ways of communication to better assist in getting information available in the future.

MAYOR'S UPDATE:

Mayor Sexton and **Finance Director Joe Stewart** held a discussion about the Income Statement for the City of Burlington. **Mayor Sexton** shared this is crucial information and will help the Council when it comes to the budget at the end of the year. Council will be presented with this information regularly to keep everyone up to date. **Stewart** gave Council a brief overview of the form and pointed out specific areas of interest. **Stewart** also noted that despite the pandemic, the City has improved its cash position over the past year. **Councilor Bill Aslett** discussed this form in great depth and shared this is an extraordinarily complex read that offers valuable information of the budget. **Aslett** also stated he would like Council to be updated quarterly of the funds of the city.

Mayor Sexton and **Finance Director Joe Stewart** discussed confusion that had circulated regarding the implementation B&O Tax for the City of Burlington. The City was not seeing the collection from the tax as was originally thought. The Skagit Valley Herald posted an article about the tax and the City sent out an official statement to business. Feedback from local business showed that most were unsure if the tax was in fact legitimate. Because of this information the City has waved any and all penalties for business that have yet to file or make a payment. The Council spoke in agreement of offering a more substantially extension to the deadline to help business adjust to the tax.

Mayor Sexton updated the Council about a great discussion that was held at a Homeless Transitions meeting he attended via zoom. **Councilor Bill Aslett** also attended this meeting and spoke about hearing a real willingness for this project to succeed. **Councilor Keith Chaplin** asked what the next steps for this project would be specifically mentioning a mission statement and a business plan. **Mayor Sexton** shared The Friendship House would be the source of most of the day-to-day operations of this project. **Councilor Scott Green** asked if the Council would have an opportunity to weigh in on rules and regulations for the project. **Mayor Sexton** shared that Council would get to make their voices heard during the implementation of this project. **City Attorney Leif Johnson** explained the role of the City will be operating standards.

SPECIAL PRESENTATION:

No Special Presentation.

January 28, 2021

PROCLAMATION:

No Proclamation.

COMMITTEE & BOARD REPORTS:

No Committee & Board Reports

OFFICERS REPORTS:

City Administrator Greg Young updated Council on the sales tax information sharing, currently the sales tax revenue for the City is strong and the pandemic does not seem to be quelling shopping in town. **Young** was encouraged by this information and shared that the City is off to a good start for 2021.

UNFINISHED BUSINESS:

No Unfinished Business.

CONSENT AGENDA

No Consent Agenda

NEW BUSINESS:

2021 Cascade Natural Gas Franchise Agreement

City Administrator Greg Young shared the City of Burlington, has franchise agreements with various private companies that regularly use our city right-of-way (ROW). In this case, Cascade Natural Gas uses our ROW to supply natural gas to customers in Burlington. This franchise agreement has a term of ten (10) years with five (5) year extensions, which is common in Washington State. This franchise agreement is nonexclusive meaning that the City could grant other franchise agreements for similar purposes. The agreement is also cancelable should Cascade or the City wish to terminate the agreement. This franchise agreement differs from the Comcast franchise we approved at our last meeting in one important way – unlike Comcast, the City is prevented by federal law from charging an annual franchise fee. The City can assess a Utility Tax on natural gas which was done last year. One important factor in franchise agreements is the ability of the city to require the franchisee to relocate their infrastructure should the city need to complete road or ROW improvements. This is a standard provision which was contained in previous franchise agreements. The City negotiated a change in the relocation section – the original draft had a five-year window on relocation at no cost to the city that and was able to move this to four years.

Mayor Sexton opened the public hearing.

January 28, 2021

A motion to close the public hearing was made by **Councilor Aslett/Green**. All in favor; motion carried.

A motion was made by **Councilors J. DeGloria/R. DeGloria** to approve the 2021 Cascade Natural Gas Franchise Agreement. All in favor; motion carried.

2021 Contract for Prosecution Services by Kailin James

City Attorney Leif Johnson explained The City of Burlington has contracted with Kailin James to provide criminal prosecution services on a yearly basis since approximately 2014. Ms. James and City Attorney Leif Johnson divide criminal prosecution duties based on a variety of factors that may fluctuate in any given week, with Ms. James handling the lion's share of duties. Since 2015, the number of municipal court calendar days and potential trials per month has generally increased, including the anticipated addition of a community court calendar in 2021. The City is no longer under federal audit regarding defense services, but Prosecution strives to maintain the elevated standards that were put in place during that period, as well as anticipate new needs that may arise. It is also likely that prosecution needs will increase later in 2021 and beyond, once many of the criminal matters that were previously put on hold while courts were essentially closed for most of the 2020 need to be resolved, while respecting defendant's speedy trial rights. The proposed contract, attached, is identical to the contract approved by Council in 2020, with no change in fees or rates. It is important that Ms. James is available for public defense access as much as necessary, and this contract should continue to support that goal. City Attorney Leif Johnson plans to continue to participate in criminal prosecution at much the same level that was exercised in 2020. The contract currently in place expired at the end of December and went to month-to-month thereafter. The proposed contract is set for calendar year 2021, then month-to-month thereafter.

A motion was made by **Councilor R. DeGloria/Aslett** to approve the Agreement for Legal Services Between City of Burlington and Kailin James and authorize the Mayor to sign the Agreement. All in favor; motion carried.

Professional Service Agreement with Lana Reichert of Skagit County Investigations, LLC

City Administrator Greg Young explained this agreement is for individual background investigations for candidates under consideration of employment with the City of Burlington Civil Service and other City needs. The City has previously contracted with Lana

January 28, 2021

Reichert for background investigations, and the billable rate remains unchanged from the most recent contract, the terms of which expired on December 31 ,2020.

A motion was made by **Councilors Stavig/J. DeGloria** to approve the professional services agreement with Lana Reichert of Skagit County investigations, LLC and authorize the Mayor's signature.

Purchase New John Deere 997 Z TRAK Mower

Parks Supervisor Jim Rabenstien shared the Parks Departments 2007 John Deere 997 Z-TRAK mower needs replacement. This is a workhorse mower and gets heavy use during the mowing season. A few years ago, this mower was due for replacement and was showing its age. After a close evaluation of the mower, it was determined the machine still had some service life, however, it was in desperate need of a new collection system. A new collection system was purchased extending the life of the mower an extra 4 years. There are now numerous components which are at the end of their service life, and it is not cost effective to attempt rejuvenation of the machine by replacing parts. **Councilor Chris Loving** asked how many different types of mowers were looked at and considered. **Rabenstein** shared this model was the best option and has been fulfilling the departments needs so no other option or model was considered. **Councilor James Stavig** thanked **Rabenstein** and the entire Parks Department for all their hard work and stress the importance of having a reliable mower for the fields. **Stavig** commented that he would like to make sure the City is always looking at the best options when purchasing new equipment. **Councilor Keith Chaplin** also shared his thanks for **Rabenstien** and the Parks Department, sharing that their hard work shows.

A motion was made by **Councilors Chaplin/R. DeGloria** to approve the purchase of the new John Deere 997 Z- TRACK mower as quoted in the state contract bid. **Councilors Chaplin/R. DeGloria/Stavig/Green/Aslett** and **J. DeGloria** in favor; **Councilor Loving** opposed. Motion carried.

DISCUSSION

No Discussion.

January 28, 2021

EXECUTIVE SESSION:

City Attorney Leif Johnson recited the following: pursuant to RCW 4230110 as well as RCW 4230140, an executive session will be in regard to Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress. **L. Johnson** stated that the session is expected to last about 40 minutes and conclude at approximately 9:00 p.m., and action is expected at the conclusion.

The Council voted unanimously to approve the Police Guild Agreement.

ADJOURNMENT:

Mayor Sexton adjourned the meeting at 9:05 p.m.

Joe Stewart
Finance Director

Steve Sexton
Mayor

- Clarify the responsibilities of the Fire Marshal and reflect the current administrative structure of the Community Development Department;
- Clarify fire flow and access requirements for existing platted lots in the Tinas Coma subdivision. The Tinas Coma subdivision on Burlington Hill was originally approved with streets that do not meet the applicable fire flow and access requirements. As a result there is a lack of clarity with respect to the approval process for new homes on vacant lots in the subdivision. The proposed changes would address this problem by recognizing the non-conforming status of the existing lots and permitting the construction of new homes. To date, this is how the Community Development Department has been processing permits, but the Code should be amended to reflect this change.
- Mandates the use of NFPA 13D automatic sprinkler systems for new development in areas that lack adequate fire flow and access. This change is related to the change above, and would require that new homes on Burlington Hill be equipped with an

approved automatic sprinkler system. Due to the access and fire flow requirements issues discussed above, it is currently unclear when sprinklers should be required. This change addresses the uncertainty by specifying when automatic sprinklers must be provided.

- Clarify that deliberately posting an address, other than one assigned by the City, is a code violation
- Update terminology

ALTERNATIVES CONSIDERED

1. Make no changes. Under this alternative the City would not be in compliance with Washington State law.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The proposed ordinance will have no budget impact.

LEGAL ASPECTS – LEGAL REVIEW

STAFF RECOMMENDATION

Adopt the proposed changes to Title 15 of the Burlington Municipal Code

SUGGESTED COUNCIL MOTION LANGUAGE

Approval:

“I make a motion to accept the Community Development Department’s recommendation regarding changes to Title 15 of the Burlington Municipal Code and authorize the Mayor to sign the attached ordinance”.

Remand:

“I make a motion to direct the Community Development Department to address the following concerns....”

If Council selects this option they will need to identify the specific concerns or changes they would like the department to address.

ORDINANCE NO. XX-2021

AN ORDINANCE OF THE CITY OF BURLINGTON, WASHINGTON IN THE MATTER OF AMENDING TITLE 15 OF THE BURLINGTON MUNICIPAL CODE TO UPDATE THE INTERNATIONAL CONSTRUCTION AND FIRE CODES TO THE 2018 EDITIONS AND TO CLARIFY REQUIREMENTS FOR FIRE FLOW, ACCESS, AND THE USE OF AUTOMATIC SPRINKLER SYSTEMS.

WHEREAS, the State of Washington has mandated through Chapter 19.27 RCW that all cities and counties must implement and enforce certain codes and standards; and

WHEREAS, the additional optional code provisions are retained in this proposed update to the Burlington Municipal Code to ensure adequate tools to protect the public health, safety, and welfare of the citizens of Burlington; and

WHEREAS, certain additional optional code provisions have been added to address fire flow and access requirements in certain areas with deficient fire flow and access; and

WHEREAS, certain additional optional code provisions have been added to ensure adequate fire flow and access is provided in conjunction with new land divisions and multiunit developments; and

WHEREAS, certain additional optional code provisions have been added to clarify the requirements for automatic sprinkler systems in certain areas with deficient fire flow and access or unique fire hazards; and

WHEREAS, a local ordinance to implement the requirements of state law is required to adopt and enforce these regulations for the protection of the general public;

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

The text of Title 15 BMC is hereby amended as shown on attached exhibit "A".

INTRODUCED AND PASSED at a regular meeting of the City Council of the City of Burlington on this 11th day of February, 2021.

THE CITY OF BURLINGTON

Steve Sexton, Mayor

ATTEST:

Director of Budget & Accounting

APPROVED AS TO FORM:

Leif Johnson, City Attorney

Published: xx/xx/2021

Exhibit "A" Amendments to Chapter 14.15 BMC

Title 15

BUILDINGS AND CONSTRUCTION¹

Chapters:

- 15.01 General Provisions**
- 15.04 Uniform Codes**
- 15.06 Requirements for Building Permit Applications**
- 15.08 Fire Code**
- 15.10 Addresses**
- 15.12 Transportation, Parks, and Fire Impact Fees**
- 15.14 Overnight Lodging Establishments**

¹ Prior legislation: Ords. 668, 969, 970, 1039, 1040, 1211, 1293, 1294, 1296, 1309, 1347, 1397, 1403, 1404, 1495, 1504, 1508, 1523, 1533, 1554, 1555, 1578, 1611, 1625, 1627, 1635, 1650, 1651, 1654, 1669, 1680, 1683, 1695, 1707, 1708, 1716, 1718, 1724, 1734, 1739, 1746, 1754, 1764, 1767, 1776, 1777, 1783, 1785, 1795, 1800, 1808, 1815, 1817, 1830 and 1842.

The language of Chapter 15.01 shall be amended as follows. Underlined language shall be added and language indicated with a strike-through shall be deleted.

Chapter 15.01

GENERAL PROVISIONS

Sections:

- 15.01.010 Title.
- 15.01.020 Application.
- 15.01.030 Purpose.
- 15.01.040 Authority.
- 15.01.050 Adoption by reference.
- 15.01.060 Definitions.
- 15.01.070 Liability.
- 15.01.080 Minimum requirements.
- 15.01.090 Violations and penalty.
- 15.01.100 Appeal.
- 15.01.110 Severability.

15.01.010 Title.

This title shall be known as “Buildings and Construction.” This chapter shall be called “General Provisions.” (Ord. 1855 § 2 (Exh. B), 2018).

15.01.020 Application.

This title shall be applicable as is set forth in the following chapters. (Ord. 1855 § 2 (Exh. B), 2018).

15.01.030 Purpose.

The purpose of this title is to identify the international, uniform, and fire codes adopted by the city; to establish regulations for the construction, maintenance, and operation of buildings and structures; to establish a uniform system of addressing; and to establish provisions for the collection and assessment of transportation, park, and fire impact fees. (Ord. 1855 § 2 (Exh. B), 2018).

15.01.040 Authority.

The provisions of this title are authorized pursuant to chapters 19.27 and 36.70A RCW, RCW 82.02.050 through 82.02.090 and other applicable laws and regulations as well as the authority identified in the chapters contained within this title. (Ord. 1855 § 2 (Exh. B), 2018).

15.01.050 Adoption by reference.

Statutes, codes or regulations identified or adopted herein shall be the existing version of that statute, code or regulation and any subsequent amendment to the same, unless expressly stated otherwise. (Ord. 1855 § 2 (Exh. B), 2018).

15.01.060 Definitions.

The words listed in this title shall have the following meanings unless the context clearly indicates otherwise. Terms relating to pollutants and to hazardous wastes, materials, and substances, where not defined in this title, shall be as defined in chapters 173-303 and 173-340 WAC, the International Building Code or fire code. Words used in the singular include the plural, and words used in the plural include the singular.

“A”

“Act” means the Growth Management Act, as codified in chapter 36.70A RCW, as now in existence or as hereafter amended.

“B”

“Boundary line adjustment” or “lot boundary adjustment” shall have the same meaning as set forth in BMC Title 16.

“Building official” means the building official who is responsible for the enforcement of the building code, residential code, mechanical code, fuel gas code, plumbing code, energy conservation code, housing code, abatement of dangerous buildings code, all special hazards codes which may now or hereafter be adopted, of the city. Building official shall also be known as a department head.

“Building permit” means an official document or certification which is issued by the building official and which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure.

“Burlington Hill special management area” means those portions of Burlington Hill with a ground elevation 40 feet or more above sea level as shown on the most current USGS 7.5 minute topographic quadrangle map.

“C”

“Capital facilities” means streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, parks and recreational facilities, and schools. “Capital facilities” also means any buildings, structures, equipment, and physical improvements necessary to provide public services.

“Capital facilities plan” means the capital facilities element of the city’s comprehensive plan. The capital facilities plan (CFP) is a general plan for providing the facilities and services necessary to serve the projected population and employment growth identified in the land use element of the comprehensive plan and is used as the basis for the development, and annual revision of, the capital improvement plan (CIP).

“Capital improvement plan” (CIP) means the detailed six-year financing plan required by WAC 365-196-415(1)(d). The capital improvement plan is a component of the comprehensive plan and is revised and updated annually as a means to address changing budgetary conditions and is used to implement the capital facilities plan.

“Certificate of occupancy” means a written document issued by the governing authority in accordance with the provisions of the building permit. The certificate of occupancy indicates that, in the opinion of the building official, the project has been completed in accordance with the building and zoning codes. This document gives the owner permission from the authorities to occupy and use the premises for the intended purpose.

“City” means the city of Burlington.

“City administrator” means the duly appointed city administrator or his/her designee under the authority of the mayor.

“City engineer” means the officially appointed and acting public works director for the city, also referred to herein as a department head.

“Community development director” means the city administrator or designee.

“Council” means the city council of the city of Burlington.

“County” means Skagit County.

“D”

“Developer” means an individual, group of individuals, partnership, corporation, state agency, or other person undertaking development activity, and their successors and assigns.

Development or Development Activity. “Development” means any activity that results in a use or modification of land or its resources. Development activities include, but are not limited to: dredging, drilling, dumping, filling, earth movement, grading, clearing or removal of vegetation; storage of materials or equipment; building or construction; the placement of manufactured homes; land division, boundary line adjustments, lot segregations, subdivision and short subdivisions; binding site plans; land use permit approvals; variances; shoreline development or substantial development; and activities or uses allowed through conditional use permits; or any change in use of land that creates additional demand and need for public streets and roads, publicly owned parks, open space and recreational facilities, and fire protection facilities.

“Development approval” means any written authorization from the city, other than a building permit, which authorizes the commencement of a development activity, including, but not limited to, plat approval, binding site plan approval, boundary line adjustment, and a conditional use permit.

“Director” means the community development director.

“Dwelling unit” means any building or portion thereof which contains complete living facilities, including provisions for sleeping, cooking, eating, and sanitation for not more than one family.

“E”

“Encumbered” means to reserve, set aside, or otherwise earmark the impact fees in order to pay for commitments, contractual obligations, or other liabilities incurred for public facilities.

“F”

“Family” means a person, or two or more persons, related by blood or marriage or law living together as a single housekeeping unit in a single dwelling. In addition, the following shall be included in the definition of “family” pursuant to the requirements of state and/or federal law:

1. Adult family homes licensed pursuant to RCW 70.128.150;
2. Foster homes for the placement of the disabled, or expectant mothers in a residential setting including, but not limited to, foster family homes licensed pursuant to chapter 74.15 RCW, community group care facilities licensed pursuant to chapter 74.15 RCW and crisis residential centers pursuant to chapter 13.32A RCW;
3. Consensual living arrangements of the disabled protected pursuant to the Federal Fair Housing Act amendments; and
4. A housekeeping unit as defined by chapter 17.01 BMC.

“Feepayer” is a person, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation, commencing a development activity which creates the demand for planned facilities, and which requires development approval and/or the issuance of a building permit. “Feepayer” includes an applicant for an impact fee credit.

~~“Fire chief” means the duly appointed chief of the Burlington fire department or his/her designee, also referred to herein as a department head.~~

~~“Fire code official” means the officially appointed and acting fire official or designee.~~

“Fire impact fee” means the impact fee designated to pay for a proportionate portion of fire protection facilities identified in the capital improvement plan.

“Fire Marshal” or “Fire Code Official” means the official responsible for enforcing and administering the City’s adopted fire code, fire safety requirements, and other related codes and requirements.

“H”

“Hearing examiner” means the official designated under the provisions of chapter 17.120 BMC.

“I”

“Impact fee” means a payment of money imposed by the city on development activities pursuant to this chapter as a condition of granting development approval and/or a building permit in order to pay for the planned facilities needed to serve new growth and development activity. “Impact fee” does not include a reasonable permit fee, an application fee, the administrative fee for collecting and handling impact fees, the cost of reviewing independent fee calculations, or the administrative fee required for an appeal pursuant to this chapter.

“Impact fee account” or “account” means the account or accounts established for the planned facilities for which impact fees are collected. The accounts shall be established pursuant to this chapter, and comply with the requirements of RCW 82.02.070.

“Independent fee calculation” means the impact calculation and/or economic documentation prepared by the fee payer to support the assessment of an impact fee other than by the use of the impact fees adopted herein and on file in the office of the finance director, or the calculations prepared by the public works director/city engineer in the case of traffic impact fees, the parks and recreation director in the case of park impact fees and/or the fire chief in the case of fire impact fees, where none of the impact fee categories or impact fee amounts in this chapter accurately describe or capture the impacts of the development activity on public streets and roads, publicly owned parks, open space and recreational facilities, and fire protection facilities. All independent fee calculations shall be prepared by the respective department director(s) as specified above, and shall be submitted to the city administrator/community development director for review and recommendation to city council for final determination.

“Interest” means the average interest rate earned by the city of Burlington in the last fiscal year, if not otherwise defined.

“L”

“Land use permit” is a consolidated development approval or permit issued pursuant to BMC Title 14A.

“Legally existing” means a use or structure which was established in compliance with all applicable rules, regulations, and laws in effect at the time of its establishment, including the requirement to obtain permits, authorizations, or approvals.

“Level of service (LOS)” means the quantity and quality of service which the city council has determined to be appropriate and desirable for the city. A measure of the LOS may include, but is in no way limited to, maximum levels of congestion on city streets and roads, maximum commute times, maximum wait at stops, maximum fire department response time, minimum fire suppression capabilities, minimum park space per capita for a variety of types of parks, minimum distance from residences to parks, and any other factors the city council may deem appropriate.

“M”

“Manufactured home” means a single-family dwelling built in accordance with regulations adopted under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5401 et seq.) and RCW 43.22.335. This term includes modular homes as defined in this chapter but does not include mobile homes. This term also does not include recreational vehicles, park models, trailers, and other similar vehicles which are licensed for use on public roads, capable of being licensed for use on public, or designed and constructed to be licensed for use on public roads. Only structures which are certified by the state of Washington or federal government for use as a permanent habitable dwelling are included in this definition.

“Manufactured home park” or “mobile home park” means an area of land occupied or designed for the occupancy of two or more manufactured homes.

“Mobile home” means a factory built dwelling unit that does not meet current state or federal standards for factory built dwellings, modular homes, or manufactured homes. This definition does not include manufactured or modular homes as defined in this chapter or site built homes constructed in accordance with city building code requirements.

Mobile homes may not be placed within the city of Burlington; however, existing legally established mobile homes shall be considered a nonconforming use and shall be subject to the nonconforming standards set forth in chapter 17.100 BMC.

“Modular home” means factory built housing as defined by RCW 43.22.450(3) which has been approved by the Department of Labor and Industries in accordance with RCW 43.22.455.

“O”

“Owner” means the owner of record of real property or a person with an unrestricted written option to purchase property, provided that if the real property is being purchased under a recorded real estate contract, the purchaser shall be considered the owner of the real property.

“P”

“Parks director” means the parks and recreation director of the city parks and recreation department, also referred to herein as a department head.

“Parks impact fee” means the impact fee designated to pay for publicly owned parks, open space and recreation capital facilities, projects and equipment listed within the capital facilities element of the comprehensive plan (adopted annually by resolution of city council in the form of the six-year CIP).

“Peak p.m. hour” means the consecutive 60-minute periods during the 4:00 p.m. to 6:00 p.m. peak period during which the highest volume of trips on the city’s street system occurs.

“Planned facilities” shall mean public streets, roads and associated transportation equipment, facilities and infrastructure, publicly owned parks, open space, parks and recreation equipment and facilities, and fire protection equipment and facilities included in the capital facilities element of the comprehensive plan, capital facility plan, and/or six-year capital improvement plan (CIP) for Burlington.

“Project improvements” means site improvements and facilities that are planned and designed to provide service for a particular development project or users of the project, that are necessary for the use and convenience of the occupant or users of the project, and are not listed in the capital facilities plan or capital facilities element of the comprehensive plan (six-year city capital improvement plan (CIP)) adopted by resolution of the city council annually and used in the fee calculation.

“Public services” means fire protection and suppression, law enforcement, public health, education, recreation, environmental protection, and other governmental services.

“Public works director/city engineer” means the director of the department of public works/city engineer or his/her designee.

“R”

“Residential structure” means a house, apartment, mobile home, manufactured home or modular home containing one or more dwelling units.

“S”

“Square footage” means the square feet of the gross floor area of a development or structure.

“State” means the state of Washington.

“System improvements” means planned facilities that are designed to provide service to the community at large, in contrast to project improvements. In the instance of transportation impact fees, “system improvements” are those public facilities that are included in the city of Burlington’s capital facilities plan or capital improvement plan, and form the basis of calculating the city’s traffic/transportation impact fees.

“T”

“Traffic/transportation impact fees” means the impact fee designated to pay for public streets and roads, capital facilities and equipment identified in the city’s capital facilities plan or capital improvement plan.

“V”

“Voluntary agreement” means an agreement between the developer and the city or as authorized by RCW 82.02.020.

“W”

“Way-of-travel” means a roadway of whatever sort, including, but not limited to, avenues, boulevards, courts, drives, lanes, loops, places, tracts and ways, which is capable of carrying vehicular traffic.

Ways-of-travel include:

1. Alley.
2. Avenue.
3. Boulevard.
4. Court.
5. Designate.
6. Drive.
7. Lane.
8. Road.
9. Street.
10. Way.
11. “Alley” means a public or private way-of-travel 16 feet or less in width not designated or improved for general travel and used as a secondary means of access to the rear of residential, business or other property.
12. “Avenue” means a way-of-travel which runs generally east and west.
13. “Boulevard” means a way-of-travel that extends north and south through the commercial and industrial district.
14. “Court” means a way-of-travel under two grid blocks long.
15. “Designate” means to name a way-of-travel whether by name or number.
16. “Drive” means a way-of-travel.
17. “Lane” means a way-of-travel one block long.
18. “Place” means a way-of-travel.
19. “Road” means a way-of-travel which heretofore has been designated a road.
20. “Street” means a way-of-travel which generally runs north and south.

21. “Way” means a way-of-travel. (Ord. 1855 § 2 (Exh. B), 2018).

15.01.070 Liability.

It is the specific intent of this title to place the obligation of compliance upon the property owner or party subject to the provisions of the chapters contained within this title. Nothing contained in this title is intended to be or shall be construed to create or form the basis for liability on the part of the city of Burlington officers, employees or agents for any injury or damage resulting from the failure of the property owner or party subject to the provisions of the chapters contained within this title, to comply with the provisions of this title, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this code by the city of Burlington officers, employees or agents. This title is not intended to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by its terms. (Ord. 1855 § 2 (Exh. B), 2018).

15.01.080 Minimum requirements.

The requirements of this title are minimum requirements. They do not replace, repeal, abrogate, supersede or effect any other more stringent requirements, rules, regulations, covenants, standards, or restrictions. Where this title imposes requirements which are more protective of human health or the environment than those set forth elsewhere, the provisions of this title shall prevail.

Approvals and permits granted under this title are not waivers of the requirements of any other laws. Compliance is still required with all applicable federal, state and local laws and regulations, including rules promulgated under authority of this title. (Ord. 1855 § 2 (Exh. B), 2018).

15.01.090 Violations and penalty.

All acts or omissions in violation of any provision contained within this title, or acts or omissions that cause or contribute to a violation of any provision contained within this title, are hereby determined to be detrimental to the public health, safety and general welfare and shall constitute a public nuisance. Further, as specified in chapter 1.24 BMC, such acts or omissions shall be subject to fines and abatement under chapter 8.12 BMC, criminal penalties as set forth in chapter 1.24 BMC, penalties for civil infractions as set forth in chapter 1.34 BMC, or civil violations as set forth in chapter 1.44 BMC. (Ord. 1855 § 2 (Exh. B), 2018).

15.01.100 Appeal.

Appeal of any land use decision made by community development director pursuant to this title may be appealed to the hearing examiner or in some cases the city council as identified in the manner set forth in BMC Title 14A. (Ord. 1855 § 2 (Exh. B), 2018).

15.01.110 Severability.

If any portion of this title is found to be invalid or unenforceable for any reason, such finding shall not affect the validity or enforceability of any other section of this title. (Ord. 1855 § 2 (Exh. B), 2018).

The language of Chapter 15.04 shall be amended as follows. Underlined language shall be added and language indicated with a strike-through shall be deleted.

Chapter 15.04

UNIFORM CODES

Sections:

- 15.04.010 Title.
- 15.04.020 Application.
- 15.04.030 Purpose.
- 15.04.040 Authority.
- 15.04.050 Codes and standards designated – Adopted by reference.
- 15.04.060 Electrical standards and inspection – State responsibility.
- 15.04.070 Administration and enforcement of chapter provisions.
- 15.04.080 Uniform codes – Copies on file.
- 15.04.105 Premises identification.
- 15.04.110 Violations and penalty.

15.04.010 Title.

This chapter shall be known as “Uniform Codes.” (Ord. 1855 § 2 (Exh. B), 2018).

15.04.020 Application.

This chapter shall be applicable to all development activities including, but not limited to, the erection, construction, enlargement, alteration, repair, moving, improvement, removal, converting or demolishing, equipping, using, occupying, or maintaining any building or structure in the city, or cause the same to be done, in violation of any of the provisions of this chapter. (Ord. 1855 § 2 (Exh. B), 2018).

15.04.030 Purpose.

The purpose of this chapter is to establish uniform codes governing the activities set forth in BMC 15.04.020 to protect the general health, safety and welfare. (Ord. 1855 § 2 (Exh. B), 2018).

15.04.040 Authority.

The provisions of this chapter are authorized pursuant to chapter 19.27 RCW, chapter 51-51 WAC, and other applicable laws and regulations. (Ord. 1855 § 2 (Exh. B), 2018).

15.04.050 Codes and standards designated – Adopted by reference.

A. International Building Code, 2012-2018 Edition, published by the International Code Council, together with all supplements thereto, mandated amendments and subject to modifications set forth by the state of Washington in chapter 51-50 WAC;

B. International Residential Code, 2012-2018 Edition, published by the International Code Council, together with all supplements thereto, excluding Appendix F and subject to the modifications set forth by the state of Washington in chapter 51-51 WAC;

C. International Mechanical Code, 2012-2018 Edition, published by the International Code Council, together with all supplements thereto, and subject to the modifications set forth by the state of Washington in chapter 51-52 WAC;

D. Uniform Plumbing Code, 2012-2018 Edition, published by the International Association of Plumbing and Mechanical Officials, together with all supplements and amendments thereto, and subject to the modifications set forth by the state of Washington in chapters 51-56 and 51-57 WAC;

E. International Fuel Gas Code, 2012-2018 Edition, published by the International Code Council, together with standards NFPA 58 and NFPA 54;

F. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials;

G. Appendix chapter J, Grading, of the International Building Code, 2012-2018 Edition, published by the International Code Council;

H. The Washington State Energy Code, 2012-2018 Edition, and Reference Standard 29 developed by the Washington State Building Code Council, and set forth in chapter 51-11 WAC, as may be further amended;

I. Installation of Factory Built Housing and Commercial Structures, RCW 43.22.460, together with WAC 296-150C-0540, 296-150F-0540 and the installation of manufactured and mobile homes, RCW 43.22.440 and WAC 296-150M-0650;

J. International Existing Building Code, 2012-2018 Edition, published by the International Code Council;

K. International Property Maintenance Code, 2012-2018 Edition, published by the International Code Council. (Ord. 1855 § 2 (Exh. B), 2018).

15.04.060 Electrical standards and inspection – State responsibility.

The city relinquishes to the state all responsibilities for electrical construction standards and electrical inspection, heretofore assumed by the city under the provisions of laws of the state, chapter 19.28 RCW. (Ord. 1855 § 2 (Exh. B), 2018).

15.04.070 Administration and enforcement of chapter provisions.

A. The building official as appointed by the mayor shall administer and enforce the provisions of this chapter.

B. The building official shall use the edition of the Building Safety Journal/Building Valuation Data Tables as published by the International Code Council that is referenced in the fees Resolution No. 08-2014 or alternative methods such as architect and design engineer's estimates, contractor bids or other established methods to establish the valuation of all construction as authorized by city council.

C. When submittal documents are required by International Building Code for plan review, a plan review fee shall be paid at the time the permit is issued. Such plan review fee shall be 65 percent of the building permit fee. The plan review fees specified in this section are separate fees from the building permit fee, and are in addition to the building permit fee. When submittal documents are revised so as to require additional plan review or when the project involves deferred submittal items as defined by International Building Code, an additional plan review fee shall be charged. Plan review fees for planning and engineering reviews shall be based on the fee schedule as adopted by resolution of the city council. Permit applicants shall be responsible for the payment of plan review fees regardless of whether a building permit is issued.

D. Payment of Permit Fees. Upon notification by the city that a permit application has been approved, the applicant shall submit payment to the city for all permit fees for which approval has been received prior to permit application expiration. All permit applications shall expire 180 days from the date the application was submitted. The applicant shall promptly advise the city of any changes that would limit or otherwise hinder the city in contacting the applicant.

E. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

F. Where a plan review has been conducted, and no building permit is issued, it shall be the applicant's responsibility to pick up all submitted plans and documents within three weeks following payment of the plan review fees. Following such three-week period, the plans and documents may be discarded or destroyed by the city.

G. The community development director may authorize a refund of any fee paid pursuant to the provisions of this chapter which was erroneously paid or collected. The community development director may authorize a refund of not more than 80 percent of the building permit fee paid when no work has been done under a permit issued in accordance with this chapter. Any refund shall be reduced by the actual costs incurred in reviewing the application. The community development director shall not authorize the refunding of any fee paid except upon the written application filed by the original permittee. Plan review fees are not refundable. (Ord. 1855 § 2 (Exh. B), 2018).

15.04.080 Uniform codes – Copies on file.

At least one copy of the adopted codes will be kept on file in the office of the building official and is available for public inspection during business hours. (Ord. 1855 § 2 (Exh. B), 2018).

15.04.105 Premises identification.

Section 502, Premises Identification, of the International Building Code is hereby amended to read as follows:

Approved numbers or addresses shall be provided for all new buildings in such a position as to be plainly visible and legible from the street or road fronting the property, and shall conform to the standards of Burlington Municipal Code Chapter 15.10.

(Ord. 1855 § 2 (Exh. B), 2018).

15.04.110 Violations and penalty.

A. It shall be unlawful for any person, firm or corporation to conduct development activities or erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure in the city, or cause the same to be done, in violation of provisions contained within or adopted by this chapter or any of the provisions of this chapter.

B. The owner or tenant of any building, structure, premises, or part thereof, or any architect, builder, contractor, agent, or other person who commits, participates in, assists in or maintains such violation may each be found in violation of this chapter. (Ord. 1855 § 2 (Exh. B), 2018).

The language of Chapter 15.06 shall be amended as follows. Underlined language shall be added and language indicated with a strike-through shall be deleted.

Chapter 15.06

REQUIREMENTS FOR BUILDING PERMIT APPLICATIONS

Sections:

- 15.06.010 Title.
- 15.06.020 Application.
- 15.06.030 Purpose.
- 15.06.040 Authority.
- 15.06.050 Building permit application – Consideration – Requirements.

15.06.010 Title.

This chapter shall be known as “Requirements for Building Permit Applications.” (Ord. 1855 § 2 (Exh. B), 2018).

15.06.020 Application.

This chapter shall be applicable to all building permit applications. (Ord. 1855 § 2 (Exh. B), 2018).

15.06.030 Purpose.

The purpose of this chapter is to ~~set forth the purpose of all building permit applications~~ identify the application requirements for building permits. (Ord. 1855 § 2 (Exh. B), 2018).

15.06.040 Authority.

The provisions of this chapter are authorized pursuant to chapter 19.27 RCW and other applicable laws and regulations. (Ord. 1855 § 2 (Exh. B), 2018).

15.06.050 Building permit application – Consideration – Requirements.

A. A valid and fully complete building permit application for a structure that is permitted under the zoning or other land use control ordinances in effect on the date of the application shall be considered under the building permit ordinance in effect at the time of application, and the zoning or other land use controls in effect on the date of application.

B. The requirements for a fully completed application shall consist of the elements required by RCW 19.27.095 (State Building Code Act), Sections 107.1 through 107.3.4 of the International Building Code, subsection (F) of this section, and all of the following:

1. The legal description, or the tax parcel number assigned pursuant to RCW 84.40.160, and the street address if available, and may include any other identification of the construction site by the prime contractor;
2. The property owner’s name, address, and phone number;
3. The prime contractor’s business name, address, phone number, and current state contractor registration number; and
4. Either:
 - a. The name, address, and phone number of the office of the lender administering the interim construction financing, if any; or
 - b. The name and address of the firm that has issued a payment bond, if any, on behalf of the prime contractor for the protection of the owner, if the bond is for an amount not less than 50 percent of the total amount of the construction project;

5. Applications for permits to construct a building which requires potable water shall include evidence of an adequate water supply for the intended use of the building consistent with RCW 19.27.097;

6. Any information requested by the city under the provisions of BMC Title 14A for purposes of determining consistency with applicable land use, engineering, zoning, development, or environmental regulations and controls;

7. Any applicable fees established by the fee schedule adopted by the city council;

8. Applications for building permit approval shall be submitted on forms provided by the community development director and shall include any additional information required by the form.

C. The information required on the building permit application by subsections (B)(1) through (4) of this section shall be set forth on the building permit document which is issued to the owner, and on the inspection record card which shall be posted at the construction site.

D. The information required by subsection (B) of this section and information supplied by the applicant after the permit is issued under subsection (E) of this section shall be kept on record in the office where building permits are issued and made available to any person on request. If a copy is requested, a reasonable charge may be made.

E. If any of the information required by subsection (B)(4) of this section is not available at the time the application is submitted, the applicant shall so state and the application shall be processed forthwith and the permit issued as if the information had been supplied, and the lack of the information shall not cause the application to be deemed incomplete for the purposes of vesting under subsection (A) of this section. However, the applicant shall provide the remaining information as soon as the applicant can reasonably obtain such information.

F. The limitations imposed by this section shall not restrict conditions imposed under chapter 43.21C RCW (the State Environmental Policy Act).

G. In addition to the information required by subsection (B) of this section, applications for clearing, grading, excavation, or filling, and applications to construct, modify, expand, or repair civil infrastructure, utilities, streets, storm-water improvements, or sidewalks shall include:

1. A complete set of plans showing plan and profile of all existing and proposed development to a scale acceptable to the city engineer and stamped by a civil engineer licensed in the state of Washington;

2. The plans shall show all utilities, sidewalks, curbs and gutters, typical cross-sections, construction notes and any other details that are necessary to properly build the project;

3. The submittal shall also include a drainage control plan that meets the minimum technical requirements set forth in BMC Title 14.

4. The plans shall contain all of the information required by, and shall comply with, the applicable provisions of BMC Titles 12, 13, and 14.

H. Except as explicitly modified by this chapter or BMC Title 14A, building and grading permit applications shall be processed as Type I decisions in accordance with the provisions of BMC Title 14A. (Ord. 1855 § 2 (Exh. B), 2018).

The language of Chapter 15.08 shall be amended as follows. Underlined language shall be added and language indicated with a strike-through shall be deleted.

Chapter 15.08

FIRE CODE

Sections:

- 15.08.010 Title.
- 15.08.020 Application.
- 15.08.030 Purpose.
- 15.08.040 Authority.
- 15.08.050 International Fire Code adopted by reference.
- 15.08.060 Bureau of fire prevention established – Enforcement authority.
- 15.08.070 Storage of explosives and fireworks.
- 15.08.080 Storage of flammable/combustible liquids and liquefied petroleum gas.
- 15.08.090 Liquefied petroleum gas storage – District limit establishment.
- 15.08.100 Explosives and blasting agents – Vehicle transportation route establishment.
- 15.08.110 Hazardous materials – Vehicle transportation route establishment.
- 15.08.120 Premises identification.
- 15.08.130 Violations.

15.08.010 Title.

This chapter shall be known as the “Fire Code.” (Ord. 1855 § 2 (Exh. B), 2018).

15.08.020 Application.

This chapter shall be applicable to all development activities including, but not limited to, the erection, construction, enlargement, alteration, repair, moving, improvement, removal, converting or demolishing, equipping, using, occupying, or maintaining any building or structure in the city, or cause the same to be done, in violation of any of the provisions of this chapter. (Ord. 1855 § 2 (Exh. B), 2018).

15.08.030 Purpose.

The purpose of this chapter is to establish international codes governing the activities set forth in BMC 15.08.020 to protect the general health, safety and welfare. (Ord. 1855 § 2 (Exh. B), 2018).

15.08.040 Authority.

The provisions of this chapter are authorized pursuant to chapter 19.27 RCW, chapter 51-51 WAC, and other applicable laws and regulations. (Ord. 1855 § 2 (Exh. B), 2018).

15.08.050 International Fire Code adopted by reference.

The International Fire Code, 2012 Edition, published by the International Code Council, including Appendix chapters B through ~~GN~~, but excluding appendix chapter L, mandated state amendments and local administrative rules, and subject to modifications as set forth by the state of Washington in chapter 51-54 WAC, is adopted as the official fire code of the city of Burlington. (Ord. 1855 § 2 (Exh. B), 2018).

15.08.060 Bureau of fire prevention established – Enforcement authority.

A. The fire code shall be enforced by the ~~fire department of the city which is established and which shall be operated under the supervision of the fire chief or designee of the Burlington fire department. The bureau of fire prevention shall be known as the Burlington fire department~~ Fire Marshal or Fire Marshal’s designee.

B. The Fire Marshal may, with the approval of the chief of the fire department, ~~may detail such~~ members of the fire department as inspectors ~~as shall be when~~ necessary. ~~The chief of the fire department may deploy technical inspectors~~ within the limits of the fire department's annual budget appropriations.

C. The Fire Marshal shall provide a report ~~of the fire department shall be made~~ annually to the mayor ~~and the report shall contain~~ing such information and recommendations as the ~~chief of the fire department~~ Fire Marshal considers necessary to properly advise the city on matters concerning fire prevention. ~~(Ord. 1855 § 2 (Exh. B), 2018).~~

15.08.070 Storage of explosives and fireworks.

The storage of explosives, fireworks and blasting agents is prohibited in all areas of the city except those areas designated M-1 on the Burlington zoning map and meeting the approval of the fire marshal. (Ord. 1855 § 2 (Exh. B), 2018).

15.08.080 Storage of flammable/combustible liquids and liquefied petroleum gas.

The bulk storage, as defined by the fire code, of flammable or combustible liquids and of liquefied petroleum gas in aboveground tanks is prohibited in all areas of the city except areas designated M-1 on the Burlington zoning map and meeting the approval of the fire marshal. (Ord. 1855 § 2 (Exh. B), 2018).

15.08.090 Liquefied petroleum gas storage – District limit establishment.

Reserved. (Ord. 1855 § 2 (Exh. B), 2018).

15.08.100 Explosives and blasting agents – Vehicle transportation route establishment.

Vehicles transporting explosive materials shall be routed, where practicable, to avoid congested traffic and heavily populated areas. The ~~_fire chief or chief's designee~~ Fire Marshal is authorized to designate such routes of travel and the times of use. (Ord. 1855 § 2 (Exh. B), 2018).

15.08.110 Hazardous materials – Vehicle transportation route establishment.

Vehicles transporting hazardous materials shall be routed, where practicable, to avoid congested traffic and heavily populated areas. The Fire Marshal ~~fire chief or chief's designee~~ is authorized to designate such routes of travel and the times of use. (Ord. 1855 § 2 (Exh. B), 2018).

15.08.120 Premises identification.

Section 505, Premises Identification, of the International Fire Code is hereby amended to read as follows:

Approved numbers or addresses shall be provided for all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property or building and shall conform to the standards of Burlington Municipal Code Chapter 15.10.

(Ord. 1855 § 2 (Exh. B), 2018).

15.08.130 Automatic sprinkler systems.

Automatic sprinkler systems shall be provided in accordance with the applicable sections of the adopted fire and building codes except as follows:

A. All new detached dwellings and duplex buildings located within the Burlington Hill special management area shall be equipped with an approved NFPA 13D or 13R automatic sprinkler system.

B. Except for detached dwellings and duplexes, all new residential buildings located within the Burlington Hill special management area shall be equipped with an approved NFPA 13R automatic sprinkler system.

15.08.140 Fire flow and access requirements.

All new development shall comply with the fire flow and access requirements identified in the applicable sections of the adopted fire and building codes except as follows:

A. For the construction of a detached dwelling or accessory dwelling unit on an existing legally established lot within the boundaries of the plat of Tinas Coma recorded under Auditor's File Number 200008110004, existing legally established streets and roads shall be deemed sufficient for purposes of fire flow and access.

B. Except for the construction of a detached dwelling or accessory dwelling within the boundaries of the plat of Tinas Coma, all development within the Burlington Hill special management area shall fully comply with fire flow and access requirements of the adopted fire and building codes and all new lots shall have frontage on public street that fully complies with fire flow and access requirements and the design requirement of Title 12 BMC.

15.08.130 Violations.

It is unlawful for any person, firm or corporation to conduct development activities or erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure in the city, or cause the same to be done, or to transport or store any material or substance, contrary to or in violation of any of the provisions of this chapter. (Ord. 1855 § 2 (Exh. B), 2018).

The language of Chapter 15.10 shall be amended as follows. Underlined language shall be added and language indicated with a strike-through shall be deleted.

Chapter 15.10

ADDRESSES

Sections:

- 15.10.010 Title.
- 15.10.020 Application.
- 15.10.030 Purpose.
- 15.10.040 Authority.
- 15.10.050 Planning department to assign address numbers.
- 15.10.060 Numbering system prescribed.
- 15.10.070 Way-of-travel names.
- 15.10.080 Building owner to post and maintain address signs.
- 15.10.090 Enforcement.

15.10.010 Title.

This chapter shall be known as “Addresses.” (Ord. 1855 § 2 (Exh. B), 2018).

15.10.020 Application.

This chapter shall be applicable to all buildings and structures used or constructed within the city of Burlington. (Ord. 1855 § 2 (Exh. B), 2018).

15.10.030 Purpose.

The purpose of this chapter is to establish a uniform methodology for assigning way-of-travel names and building address numbers under the administration of the planning department and permit center, and to establish the authority to retroactively remedy incorrect addresses, and improve signage for existing building and premises identification. (Ord. 1855 § 2 (Exh. B), 2018).

15.10.040 Authority.

The provisions of this chapter are authorized pursuant to chapter 19.27 RCW, chapter 51-51 WAC, the codes adopted by this chapter, and other applicable laws and regulations. (Ord. 1855 § 2 (Exh. B), 2018).

15.10.050 ~~Planning-Community development~~ department to assign address numbers.

A. The community development department shall determine the address of any property in the city in accordance with the numbering system established in this chapter.

B. Addresses for new buildings, premises, and tenant spaces shall be assigned as part of the building permit review process. If no associated building permit exists, an address shall be assigned using a Type I review process in accordance with the provisions of BMC Title 14A.

C. Applications for address assignment shall be made on forms provided by the community development director and shall include all of the information required by the form. (Ord. 1855 § 2 (Exh. B), 2018).

15.10.060 Numbering system prescribed.

A. The numerical designation of all doorways and entrances to buildings, lots, yards and grounds fronting upon the several ways, avenues, streets, drives and places of the city are established in accordance with the following system:

1. Except where otherwise specified, 100 numbers are allotted to each block, the city of Burlington addressing grid map, to be spaced evenly along the grid with 50 numbers on each side of the street or way in each grid line. The grid has been adjusted in areas of the city where the blocks differ in length. Even numbers shall be used on the southerly side of avenues or ways extending in an easterly and westerly direction and on the easterly side of streets or ways extending in a northerly and southerly direction; odd numbers shall be used on the northerly side of avenues or ways extending in an easterly and westerly direction and on the westerly side of streets or ways extending in a northerly and southerly direction.

2. In the case of irregular drives, places, streets, ways or avenues, the frontages shall be numbered as near as may be possible, according to the uniform series of block numbers with which they most nearly correspond.

B. For new buildings, a site plan showing the footprint of the building, all front door entrances, location and name of adjoining street or way and a north arrow is required. The number for new buildings is assigned according to this section as follows:

1. If the project is multifamily with multiple entrances, each building receives an address and numbering is assigned for that building with the first floor having the 100 series, the second floor 200 series, the third floor 300 series.

2. A single entrance for a multiple tenant building receives one common number, with each tenant receiving a separate suite number. Separate entrance doors receive a separate address.

C. New addresses are added to the address database, mapped and copies distributed to emergency service agencies, utilities, the post office and city departments.

D. Whenever the irregularity of plats, the changing direction of streets, avenues, or other highways, the interruption of the continuity of highways or any other condition causes doubt or difference of opinion as to the correct number of any piece of property or any building thereon, the number shall be determined by the department. The planning department shall be guided by the specific provisions of this chapter as far as they are applicable, and on the recommendations of the fire and police departments. (Ord. 1855 § 2 (Exh. B), 2018).

15.10.070 Way-of-travel names.

A. The city council shall designate all public or private ways-of-travel, now existing or hereafter created; provided, that a name shall be designated that is different than any existing way-of-travel name currently in the address system and that will not be easily confused with an existing name.

B. The baseline for ways-of-travel shall be Fairhaven Avenue and shall bear the suffix "E" (east) on the east side of Burlington Boulevard and the suffix "W" (west) on the west side of Burlington Boulevard.

C. The meridian line for ways-of-travel, running generally north-south shall be Burlington Boulevard and shall bear the suffix "N" (north) on the north side of Fairhaven Avenue and the suffix "S" (south) on the south side of Fairhaven Avenue. (Ord. 1855 § 2 (Exh. B), 2018).

15.10.080 Building owner to post and maintain address signs.

A. The owner of any building or other structure shall maintain the street number of each building and structure in a conspicuous place over or near the principal street entrance, or in other conspicuous places so that the address may be easily seen from the street.

B. It shall be the responsibility of the owner of any new building to obtain and post an approved sign as required by this chapter. ~~It shall be the responsibility of the city to provide an approved sign for existing buildings on a one-time basis. The owner of an existing building shall be responsible to post it as provided in this chapter.~~

C. Exception. Where there are multiple buildings on a site, the department may waive the requirement for posting an address on appurtenant or accessory buildings where individual identification of each building is not essential. Where a property has frontage along more than one named street or for any other property where there may be confusion regarding the address of a building or structure, the department may require the complete address, including street number and street name to be conspicuously posted.

D. Buildings served by a private road or a common driveway shall post their address number(s) at the head of the road or driveway in a manner that can be easily read from the intersecting street. This posting requirement shall be in addition to the requirement to post the number on the building itself. Where the existing street grid may not adequately allow for the assignment of street addresses which will promote the easy locating of such addresses, or for any other reason consistent with the intent of this chapter, the planning department may assign a name to the private road or common driveway which shall be used for addressing purposes. The city council shall assign a name to the private road or common driveway when there are four or more parcels served by it. In addition, one or more property owners along the road or driveway may be required to post a sign displaying the assigned name at a location near the intersection of the road or driveway with a named public street.

ED. Numbers and letters shall be of approved reflective material that is easily legible and shall have a high contrast with the background color. Letters and numbers shall be white reflective material and shall not be less than five inches (76 mm) in height. The sign background shall be blue reflective material. The department shall maintain a list of vendors approved to make address signs.

FE. Approved address signs shall be posted prior to approval of a final building permit inspection or occupancy approval. (Ord. 1855 § 2 (Exh. B), 2018).

15.10.090 Enforcement.

~~Should the planning department find that any building, structure or premises is not provided with numbers as herein required, or is not correctly numbered, the planning department shall notify the owner, agent or tenant of the correct street number and shall require that the same shall be properly placed, in accordance with the provisions of this chapter, within 30 days unless additional time is provided for in writing by the planning department. Failure to respond to such notification shall be considered a violation of this chapter.~~

A. It shall be a violation of this chapter to post an address or number other than an address or number assigned by the City of Burlington in accordance with the requirements of this Chapter.

B. It shall be a violation of this chapter to offer any unit, suite, tenant space, or building for sale, lease, or occupancy that has not been addressed in accordance with the requirements of this Chapter.

C. Should the department find that any building, structure, or premises is not provided with numbers as herein required, or is not correctly numbered, the department shall notify the owner, agent or tenant of the correct street or unit number and shall require that the same shall be properly placed, in accordance with the provisions of this chapter, within 30 days unless additional time is provided for in writing by the department. Failure to respond to such notification shall be considered a violation of this chapter.

~~Buildings served by a private road or a common driveway shall post their address number(s) at the head of the road or driveway in a manner that can be easily read from the intersecting street. This posting requirement shall be in addition to the requirement to post the number on the building itself. Where the existing street grid may not adequately allow for the assignment of street addresses which will promote the easy locating of such addresses, or for any other reason consistent with the intent of this chapter, the planning department may assign a name to the private road or common driveway which shall be used for addressing purposes. The city council shall assign a name to the private road or common driveway when there are four or more parcels served by it. In addition, one or more property owners along the road or driveway may be required to post a sign displaying the assigned name at a location near the intersection of the road or driveway with a named public street. (Ord. 1855 § 2 (Exh. B), 2018).~~



ITEM #: 2

CHECK ONE:

NEW BUS. x

OLD BUS.

AGENDA ITEM

Council Date: February 11, 2021

Subject: Resolution waiving penalties imposed under B&O tax ordinance 1984.

Submitted By: Joe Stewart- Finance Director

Attachments: Resolution No.

Public Hearing Required: YES () NO (**x**)

HISTORY AND SUMMARY

A B&O tax on retail sales was approved by council on July 14th, 2020. The tax liability became effective on all revenues received after July 19th, 2020. The city contracted with Localgov/Azavar to be the 3rd party administrator of the tax. Their services included providing the payment platform, an outreach effort to inform local businesses of the new tax and customer support. Despite the outreach effort, we were informed that many local businesses were dismissing the notifications from Localgov as a scam and were unaware of the obligation. After hearing this, the city sent out a press release and a notification on city letterhead to re-affirm the validity of the obligation. The notification from the city along with an article in the SVH got through to our businesses and they began to file. However, due to the confusion many are approaching the deadline and would be subject to penalties for late payment. Given the circumstances, we feel it is appropriate to waive all late fees and penalties until the end of February.

ALTERNATIVES CONSIDERED

Keep the penalties for late payment

CURRENT AND FUTURE BUDGET RAMIFICATIONS

While we would waive the late payment penalties, the tax obligation remains. The city will lose any interest it may have earned on the payments if they were made on time and also the late fees and penalties which would be imposed. It will also impact cash flow as payments are being filed and made late.

LEGAL ASPECTS – LEGAL REVIEW

None identified

STAFF RECOMMENDATION

Recommend Approval of Resolution ____ waiving all fees and penalties on late B&O payments through February 28th, 2021.

SUGGESTED COUNCIL MOTION LANGUAGE

“I move to approve Resolution ____ waiving all fees and penalties on late B&O payment through February 28th, 2021.

RESOLUTION NO.

A RESOLUTION BY THE BURLINGTON CITY COUNCIL TO WAIVE ANY PENALTIES IMPOSED UNDER B&O TAX ORDINANCE 1984 SECTION 3.72.110 THROUGH FEBRUARY 28TH, 2021.

WHEREAS, during their regular meeting on July 14, 2020 the City Council approved the imposition of a business and occupation tax on retail sales within the city limits of Burlington; and

WHEREAS, the tax obligation is on all retail sales generated after July 19th, 2020 that exceed one million dollars in the calendar year; and

WHEREAS, the city contracted with a third party administrator Localgov/Azavar to administer the tax to include the payment platform, outreach effort and customer support; and

WHEREAS, despite the outreach effort, we have many businesses did not file stating they were unaware of the obligation and therefore, will be subject to penalties; and

WHEREAS, in order to support local businesses who may not have been aware of the obligation and provide them with additional time to file, the city council is waiving all late fees and penalties imposed by ordinance through February 28th, 2021;

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

That late fees and penalties imposed under ordinance 1984 shall be waived through February 28th, 2021.

INTRODUCED and PASSED at a regular meeting of the City Council of the City of Burlington this 11th day of February, 2021.

CITY OF BURLINGTON

Steve Sexton, Mayor

ATTEST:

Joe Stewart, Finance Director

APPROVED AS TO FORM:

Leif Johnson, City Attorney

PUBLISHED: 11/13/20

[Return to Agenda](#)



ITEM #: 3

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: February 11, 2021

Subject: Comprehensive Plan Update – Development
Regulation Amendments (RA-2 and MUR zones)

Submitted By: Brad Johnson, Community Development

- Attachments:
- 1) Planning Commission Recommendation (exhibit “B”)
 - 2) Simplified code excerpt with explanatory comments
 - 3) Resolution
 - 4) Exhibit “A” – Proposed changes
-

Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The Planning Commission previously recommended that changes be made to the land use and housing elements of the City’s comprehensive plan. The Planning Commission also previously recommended that changes be made to the City’s comprehensive plan map. In order to comply with Washington State Growth Management (GMA) requirements, ensure the City’s comprehensive plan and development regulations are consistent, and to ensure the City’s development regulations are sufficient to accommodate projected population and employment growth, the Planning Commission has determined that significant revisions must be made to the City’s development regulations.

In order permit a thorough and thoughtful review, the Planning Commission requested that City’s Planning Department break the development regulation update project into manageable components. The Planning Commission has reviewed the second group of code changes prepared by the Planning Department, including changes to the zoning code for the City’s “RA-2” (Residential Attached) and “MUR” (Mixed Use Residential) zones. The Planning Commission recommends these changes be adopted by the City Council.

ALTERNATIVES CONSIDERED

1. Make no changes to the City's development regulations. Because the City's current development regulations are not consistent with the proposed comprehensive plan amendments this alternative is not feasible. Washington State law requires the City to adopt development regulations that are consistent with, and implement, the comprehensive plan.
2. Adopt different changes. The Planning Commission and Planning Department explored a variety of potential changes. The proposed changes were determined to be the most consistent with the amended comprehensive plan.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

By completing the comprehensive plan update the City will again be eligible for certain grants. Broadly, the changes being pursued by the Planning Commission are intended to minimize the City's future capital expenses by concentrating development in existing developed areas.

LEGAL ASPECTS – LEGAL REVIEW

STAFF RECOMMENDATION

Accept the Planning Commission's recommendations

SUGGESTED COUNCIL MOTION LANGUAGE

Approval:

"I make a motion to accept the Planning Commission's recommendation dated January 20, 2021 and authorize the Mayor to sign the attached resolution".

Remand:

"I make a motion to remand the Planning Commission's recommendation dated January 20, 2021 and direct the Planning Commission to address the following concerns...."

If Council selects this option they will need to identify the specific concerns or changes they would like the Planning Commission to address.



Planning Commission Recommendation

To: Burlington City Council

From: Burlington Planning Commission

Project: Development Regulations – Changes to RA-2, MUR-1, and MUR-2 zones

Date: January 20, 2021

Summary:

Comprehensive plans must include a number of “elements” including; land use, housing, capital facilities, utilities, transportation, economic development, and parks. The land use element must contain a general description of the location and distribution of various land uses and should also include a map, or maps, graphically illustrating the City’s desired pattern of growth. In addition to adopting a comprehensive plan the City must also adopt development regulations (zoning codes) that are consistent with and implement the plan. Importantly, the City’s development regulations must permit the amount, and type, of development needed to meet the City’s projected housing, employment, and public facility needs.

The Planning Commission previously recommended that changes be made to the land use and housing elements of the City’s comprehensive plan. The Planning Commission also previously recommended that changes be made to the City’s comprehensive plan map. In order to comply with Washington State Growth Management (GMA) requirements, ensure the City’s comprehensive plan and development regulations are consistent, and to ensure the City’s development regulations are sufficient to accommodate projected population and employment growth, the Planning Commission has determined that significant revisions must be made to the City’s development regulations.

In order permit a thorough and thoughtful review, the Planning Commission requested that City’s Planning Department break this project into manageable components. The Planning Commission has reviewed the second group of code changes prepared by the Planning Department, including changes to the zoning code for the City’s “RA-2” (Residential Attached) and “MUR” (Mixed Use Residential) zones. The Planning Commission recommends these changes be adopted by the City Council.

Findings:

The Planning Commission has reviewed the requirements of the Growth Management Act (GMA) related to land use maps, designations, and internal consistency. The Planning Commission has also considered the goals and policies of the draft land use, housing, and natural resource elements. Based on this information the Planning Commission makes the following findings:

1. In order to address the requirements of the GMA Burlington adopted a comprehensive plan and implementing regulations in 1994.
2. The GMA requires that cities periodically update their comprehensive plans and development regulations. Specifically, cities must update their comprehensive plans and development regulations on an eight year cycle (RCW 36.70A.130(5)). Burlington last completed a periodic update in 2005 and was required to complete another update by June of 2016.
3. In order to address the periodic update requirements of the GMA, the City is currently working to complete a thorough review of its comprehensive plan and development regulations.
4. The City's comprehensive plan must include a map, or maps, illustrating the City's desired pattern of growth, and all comprehensive plan maps must be consistent with the text of the comprehensive plan (RCW 36.70A.070 and WAC 365-196-405(2)(i)(ii)).
5. Comprehensive plans must include a number of elements including; land use, housing, capital facilities, utilities, transportation, economic development, and parks and recreation (RCW 36.70A.070).
6. The Land Use Element must describe how land will be used in the future, show how population and job growth will be accommodated, and identify where different types of development will be permitted (RCW 36.70A.070(1)).
7. On February 20, 2019 the Planning Commission recommended the adoption of a revised Land Use Element which was subsequently accepted by the City Council on July 11, 2019. The revised Land Use Element includes new designation criteria for determining where each land use designation should be applied.
8. The comprehensive plan must be an internally consistent document and the text and maps of the comprehensive plan must be consistent with one another (RCW 36.70A.070, WAC 365-196-405(2)(i)(ii) & WAC 365-196-500). Because the text of the comprehensive plan has

been revised to include new designation criteria, the Comprehensive Plan map must be reviewed for consistency with the text of the Comprehensive Plan.

9. After a series of public hearings the Planning Commission issued written findings on June 19, 2019 and October 23, 2019 recommending that the City's comprehensive plan map be amended. The City Council subsequently held a series of hearings and accepted the Planning Commission's recommendations on August 26, 2019, September 26, 2019, and November 14, 2019.
10. On August 6, 2018 the Planning Commission reviewed, and adopted, a land capacity analysis demonstrating the need for changes to the City's land use and housing policies and regulations to accommodate attached housing and employment growth.
11. On October 17, 2018 the Planning Commission reviewed and adopted a housing inventory and inventory and analysis demonstrating the need for changes to the City's land use and housing policies and regulations to promote the development of a greater variety of housing types and densities.
12. On February 20, 2019 the Planning Commission recommended the City Council adopt a revised Land Use Element and a revised Housing Element. The City Council subsequently accepted the Planning Commission's recommendation on July 11, 2019.
13. The revised housing and land use elements adopted by the Planning Commission and City Council called for regulatory changes to address the City's future housing needs and accommodate projected employment growth. Specifically, the land capacity analysis, housing inventory and needs assessment, the land use element, and the housing element called for changes to the City's development regulations to achieve the following objectives:
 - a. Promote the construction of accessory dwelling units (ADUs);
 - b. Allow a greater mix of commercial uses in the City's mixed use residential (MUR) zones;
 - c. Reduce regulatory barriers to infill and redevelopment;
 - d. Promote densities for new residential development in the MUR zones of at least 25 dwelling units per acre;
 - e. Promote densities for new residential and mixed use development in the City's MUR zones of at least 35 dwelling units per acre;

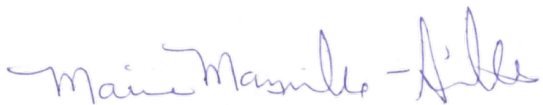
- f. Increase the intensity of new commercial development by promoting floor area ratios (FARs) for new commercial development of at least 0.25;
 - g. Reduce conflicts between incompatible uses by adopting design standards for non-residential uses in residential areas and for more intensive residential uses in lower intensity residential zones;
 - h. Promote the construction of duplexes, townhomes, and horizontally attached housing.
14. The City's Planning Department prepared draft changes to the RA-2 and MUR zoning regulations and the draft changes were reviewed by the Planning Commission at public hearing on December 16, 2020.
15. Based on feedback provided by the Planning Commission the Planning Department prepared a revised draft of the proposed zoning amendments. The Planning Commission reviewed the revised draft prepared by the Planning Department at a public hearing on January 20, 2021 and finds that the proposed zoning code amendments will achieve the objectives outlined above and will ensure the City's RA-2 and MUR zoning regulations are consistent with, and achieve the objectives of, the comprehensive plan.

Recommendation:

Based on the findings above the Planning Commission makes the following recommendations:

1. The City Council should adopt amendments to the City's RA-2 and MUR zones substantially in the form of attached exhibit "A";
2. Minor changes to the proposed code amendments may be necessary prior to final adoption to correct grammatical, formatting, and organizational problems; to ensure consistency; and to incorporate input from the public and state agencies.

Dated this 20th day of January 2021



Marianne Manville-Ailles
Chair, City of Burlington Planning Commission

Chapter 17.25

RA-2 RESIDENTIAL ATTACHED ZONE

Sections:

- 17.25.010 Title.
- 17.25.020 Application.
- 17.25.030 Purpose.
- 17.25.040 Authority.
- 17.25.050 Permitted primary uses.
- 17.25.060 Permitted accessory uses.
- 17.25.070 Conditional uses.
- 17.25.080 Additional regulations.
- 17.25.090 Development standards.
- 17.25.100 Cluster developments.
- 17.25.105 Residential small lot.

This zone replaces the previous "R-3" zone and is the city's most intensive attached residential zone. Drafted new purposes statement for consistency with comprehensive plan and other code sections

17.25.010 Title.

This chapter shall be called "RA-2 – Residential Attached Zone"

17.25.020 Application.

This chapter shall apply to all uses and developments in areas designated RA-2 (Ord. 1857 § 2 (Exh. B), 2018).

17.25.030 Purpose.

The RA-2 zone is intended to implement the RA comprehensive plan designation by accommodating a variety of larger scale residential buildings such as multiunit buildings, including apartments and condominiums, townhomes, duplexes, and related accessory uses. Other uses may be permitted in limited circumstances when consistent with the goals and policies of the comprehensive plan. The RA-2 zone permits more intensive development than the RA-1 zone and is generally applied to areas that adjoin a detached residential zones where commercial development would not be appropriate due to a lack of traffic, visibility, or inadequate infrastructure.

17.25.040 Authority.

This chapter is adopted pursuant to the provisions of chapters 35.63A, 36.70A, and 36.70B RCW and other applicable laws and regulations. (Ord. 1857 § 2 (Exh. B), 2018).

17.25.050 Permitted primary uses.

Buildings, structures, and lots in the RA-2 zone shall only be used for the following, unless otherwise provided for in this title:

- A. Duplex dwellings;
- B. Horizontally attached dwellings;
- C. Multiunit buildings;
- D. Boarding houses;
- E. Commercial child daycare center;
- F. Small utilities;
- G. Small private schools;
- H. Small meeting facilities.

Permitted uses are the same as they were before, except rather than cross referencing the other zones (which created confusion) all allowed uses are listed here. The only major change is that detached dwellings have been moved to the conditional uses section to address concerns previously expressed by planning commission about making sure this zone develops to the intensity envisioned in the comp plan.

17.25.060 Permitted accessory uses.

The following buildings, structures, and uses are permitted accessory uses in the RA-2 zone. Accessory uses shall only be permitted when associated with, and incidental and subordinate to, a legally established primary use.

A. Normal residential appurtenances. The following uses and structures may be authorized as an accessory use in conjunction with a dwelling, multiunit building, or residential development: garages, recreation, exercise, or community room, manager's office, storage shed, noncommercial gardens and greenhouses, swimming pools, laundry rooms and facilities, decks, patios, driveways, on-site utilities and utility connections, fences, and solar panels;

B. Keeping of not more than six household pets, four of which may be dogs, kept in the home. This limit shall not include birds, fish or suckling young of pets;

C. Family day care services;

D. Foster family care services;

F. Telecommunication mini facility, subject to the following requirements:

1. The mini facility may be located on buildings and structures; provided, that the immediate interior wall or ceiling adjacent to the facility is not a designated residential space.

2. The mini facility shall be exempt from design review if the antenna and related components are the same color as the existing building, pole or support structure on which it is proposed to be located.

3. The shelter or cabinet used to house radio electronic equipment shall be contained wholly within a building or structure, or otherwise appropriately concealed, camouflaged or located underground.

4. Mini facilities shall comply with the height limitation specified for all zones except as follows: Omnidirectional antennas may exceed the height limitation by 10 feet, or in the case of nonconforming structures the antennas may extend 10 feet above the existing structure. Panel antennas may exceed the height limitation if affixed to the side of an existing nonconforming building and blends in architecturally with the building. Placement of an antenna on a nonconforming structure shall not be considered to be an expansion of the nonconforming structure..

17.25.070 Conditional uses.

The following uses shall require a conditional use permit:

- A. Detached dwellings;
- B. Large meeting facilities;
- C. Large private schools;
- D. Medium utilities;
- E. Professional offices;
- F. Personal services;
- G. Specialized instruction.

As previously noted "detached dwellings" have been added to the list of conditional uses. Also, new allowances have been made for small scale, low impact business uses such as music lessons, accountants, barbers, etc. Does the Planning Commission feel this is an appropriate list?

17.25.080 Additional regulations.

A. The keeping of horses, cattle, mink, goats, foxes, hogs, roosters, or other domestic farm animals is prohibited, except up to four hens may be kept in the rear yard of a detached dwelling.

C. No trailer, recreational vehicle, boat, camping trailer, fifth wheel, camper, van, car, or other similar type of mobile unit that is not a permanent structure attached to the ground, shall be used as a place of habitation or as a

dwelling. Only site built structures which comply with all applicable building code requirements and manufactured or modular homes which meet applicable state or federal standards for use as a dwelling unit may be used as a place of habitation or as a dwelling.

E. Junk and inoperable vehicles shall not be stored outdoors unless completely surrounded by a solid, site obscuring fence and not visible from an adjoining street or public right-of-way. Outdoor storage shall also be subject to the following additional restrictions and requirements:

1. Litter, trash, used appliances, used interior furnishings and discarded exterior furnishings and similar items are prohibited outdoors regardless of location.
2. Junk storage is further limited to piled used lumber, yard cleanup equipment and similar types of items; it is not intended to include the storage of any items that would be classified as a nuisance under chapter 8.12 BMC.

F. Where alley access is available, off street parking spaces and garages shall be accessed from the alley and no curb cuts shall be permitted. This requirement shall apply to all land divisions, the construction of new homes and accessory buildings, and requests for curb cuts to serve existing homes and accessory buildings.

G. Heat pumps or other noise-producing mechanical equipment shall not be located within 10 feet of a property line abutting another lot and all equipment shall be equipped with a noise-baffling screen so that there shall be no audible sound at the property line.

H. New subdivisions or developments that will result in 40 or more lots or dwellings shall provide common open space, a playground or a park.

I. The following standards shall apply to developments and buildings that will result in more than four attached dwellings.

1. Buildings shall be designed by a licensed architect and detailed elevation drawings shall be provided with the land use permit application;
2. Multiunit buildings shall have frontage on a public or private street and the primary building entrances shall face the street. Direct pedestrian access shall be provided between adjacent streets and the primary entrances.
3. For horizontally attached dwellings, each unit shall have frontage on a public or private street and shall have its own exterior entrance. Each unit's primary exterior entrance shall face the street and direct pedestrian access to the street shall be provided;
4. Primary building entrances shall incorporate a covered porch or landing with a minimum area of 20 square feet and a minimum depth of three feet;
5. A consolidated garbage and recycling area shall be provided and shall be screened from view in accordance with the applicable landscaping standard;
6. The maximum building length shall not exceed 200 feet.
7. Street facing facades of large multiunit buildings shall incorporate modulations at intervals of 60 feet or less as follows:
 - a. Each modulation shall have a minimum width of 15 feet and a minimum depth of 6 feet;
 - b. Balconies can be used to meet a portion of this requirement provided each balcony has an area of at least 80 square feet and a depth of at least 6 feet.
8. Each building shall include architectural design elements or materials intended to break up the mass of the building and provide greater compatibility with the scale and appearance of surrounding residential structures. At a minimum all buildings must incorporate at least two of the following design elements:

Based on previous Planning Commission direction we've included design standards for larger multi-unit buildings to provide greater compatibility

- a. Changes in the roofline at intervals of no more than 30 feet, such as variations in roof pitch, overhangs, projections, or extended eaves;
- c. Include at least two dormers with a minimum width of three feet;
- d. Include at least two balconies on front façade. Balconies shall have a minimum depth of 6 feet between the building wall and the balcony railing;
- e. For buildings with more than one floor, reduce the area of the upper floor so that its area is less than that of the first floor. To receive credit for this design element, the front building wall on the upper floor shall be stepped back from the first floor a minimum of two feet. The portion of upper floor stepped back from the first floor shall have a minimum width of eight feet. Uncovered, or covered unenclosed, balconies can be used to receive credit for this design element provided they satisfy the minimum dimensional requirements of this provision.

L. Nonresidential uses.

- 1. Nonresidential uses shall have frontage on a public street. The primary exterior entrance providing access to the non-residential uses shall face the street and direct pedestrian access to the street shall be provided;
- 2. Schools, meeting facilities, and commercial day care centers shall be located on a corner lot;
- 2. Professional offices and personal service establishments shall have frontage on a public street;
- 2. For buildings used exclusively for non-residential purposes, the total building footprint shall not exceed 2,500 square feet, otherwise the total floor area of any single building devoted to a non-residential use shall not exceed 2,500 square feet;
- 3. Parking areas shall not be located between the building and the street and shall be completely screened from view with landscaping and fencing;
- 4. Outdoor play areas shall be screened from adjacent streets and residences with landscaping and fencing;
- 6. Flat roofs are prohibited. Roofs shall have a pitch of no less than 4:12;

M. Manufactured Homes. Manufactured homes may be placed on any lot in an RA-2 zone where detached dwellings are permitted and regulated in accordance with the same standards and requirements applicable to site built detached homes, except that the following additional regulations shall apply. These standards and requirements do not apply to legally established, nonconforming manufactured homes or manufactured homes placed within a manufactured home park.

- 1. The manufactured home shall be set upon a permanent foundation, as specified by the manufacturer, and the space between the bottom of the home and the ground shall be enclosed by concrete or an approved concrete product which may be either load bearing or decorative;
- 2. The manufactured home shall have been originally constructed with and shall now have a composition or wood shake or shingle, coated metal, or similar roof of nominal 3:12 pitch;
- 3. The manufactured home shall have exterior siding similar in appearance to siding materials commonly used on conventional site-built uniform building code single-family residences;
- 4. The placement of the manufactured home shall be consistent with all other regulatory requirements generally

17.25.090 Development standards.

A. Lot Area and Dimension. The following requirements shall apply to land divisions and boundary line adjustments in the RA-2 zone except that cluster developments shall be subject to the standards in **BMC 17.20.105**:

1. Minimum lot area: none.
2. Minimum lot width.
 - a. If curb cuts are permitted: 30 feet
 - b. If plat notes are included prohibiting curb cuts: 20 feet
3. Minimum lot depth: none.

B. Minimum setback requirements.

1. Front: 10 feet
2. Street side: 10 feet
3. Side: None.
4. Rear: None.

C. Minimum building separation.

1. between primary structures: 30 feet
2. between an accessory structure and a primary structure or another accessory structure: 10 feet

D. Maximum Density. The maximum permissible density for multifamily development shall be **X** units per building.

E. Maximum building and impervious surface coverage: 70 percent.

F. Maximum building height: 35 feet.

G. Maximum Building Dimension. In no instance shall the greatest dimension of a multifamily building exceed 150 feet, measured parallel to exterior building walls.

17.25.100 Cluster developments.

Cluster developments may be permitted through a subdivision or short subdivision process. For such developments, the normally applicable requirements for lot width and lot width at the building line, lot depth, lot area, building and impervious surface coverage, and property line setbacks may be reduced or altered; provided, that:

A. Permitted housing types may include, but are not limited to, detached dwellings, townhouses, multiunit buildings, cottage housing, zero lot line development, or a combination of housing types; provided, that no structure or building shall contain more than eight dwelling units.

B. The maximum number of dwelling units permitted within the boundaries of the subdivision or short subdivision shall not exceed 22 dwellings per acre, provided that, this limitation shall not be construed to prohibit the construction of accessory dwelling units when otherwise permitted by the this chapter. Accessory dwelling units shall not be included in density calculations.

C. When the building or impervious surface coverage of individual lots exceeds the permissible limits for the zone in which the development is located, additional open space areas shall be set aside so that the total coverage of development is consistent with the coverage limits prescribed by the underlying zone.

D. The resulting subdivision or short subdivision design shall clearly retain a substantial area of continuous, publicly accessible open space, wetlands, areas adjacent to wetlands, steep slopes, geologically hazardous areas, wildlife habitat areas, or other critical areas. Cluster developments may also be authorized if the resulting open space area(s) is used for nonstructural low impact development features, such as bio-retention areas, which mimic natural environmental and hydrologic processes. All such low impact development features shall be extensively landscaped using native vegetation.

E. Lot size reductions shall be limited to 20 percent of the minimum lot size required by the zoning district in which the subdivision or short subdivision is located. For example, if the underlying zoning has a minimum lot size of 10,000 square feet, the maximum reduction in lot size is 2,000 square feet, or a minimum lot size of 8,000 square feet.

F. When deviations from lot size and dimension requirements are granted, restrictive plat notes shall be included prohibiting future divisions or adjustments if such divisions or adjustments would have the effect of increasing the overall density of the subdivision or short subdivision.

G. Open space areas created through a cluster development shall be placed within separate tracts.

H. Restrictive notes shall be included on the face of the plat, or short plat, limiting future use and development of open space tracts to uses and developments that are consistent with the intended purpose of the open space tracts.

Chapter 17.30

MUR-1 – Mixed Use Residential Zone

Sections:

- 17.30.010 Title.
- 17.30.020 Application.
- 17.30.030 Purpose.
- 17.30.040 Authority.
- 17.30.050 Permitted primary uses.
- 17.30.060 Permitted accessory uses.
- 17.30.070 Conditional uses.
- 17.30.080 Additional regulations.
- 17.30.090 Development standards.

MUR-1 zone replaces the previous "RS" zone which was essentially a mix of residential and commercial uses, so that's what the title and purpose statement now say (mixed use residential).

17.30.010 Title.

This chapter shall be called "MUR-1 – Mixed Use Residential Zone"

17.30.020 Application.

This chapter shall apply to all uses and developments in areas zone MUR-1.

17.30.030 Purpose.

MUR-1 zone is intended to implement the MUR comprehensive plan designation by accommodating a mix of attached housing and commercial uses with an emphasis on residential uses. The MUR-1 zone is intended to create an environment that accommodates small scale, indoor commercial activities such as offices, professional services, home businesses, art galleries, and other similar uses that generate limited traffic, pollution, and noise, and primarily operate during daytime business hours. Permitted residential uses include a variety of higher density housing types including duplexes, townhomes, and multiunit buildings. The development standards and design regulations for the MUR-1 zone are intended to create a streetscape and environment that has more traditional urban characteristics than the City's residential zones, including building set closer to the street, varied roof types, and intermittent commercial spaces.

17.30.040 Authority.

This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63, 36.70A and 36.70B RCW and other applicable laws and regulations. (Ord. 1857 § 2 (Exh. B), 2018).

17.30.050 Permitted primary uses.

Buildings structures, and lots in the MUR-1 zone shall only be used for the following, unless otherwise provided for in this title:

- A. Duplex dwellings;
- B. Horizontally attached dwellings;
- C. Medium multiunit buildings;
- D. Boarding houses;
- E. Commercial child daycare center;
- F. Small utilities;
- G. Small private schools;
- H. Small meeting facilities;

No major changes to permitted uses but we've changed the terms by creating new definitions for each use so they're consistent throughout the code.

- I. Professional offices;
- J. Personal services;
- K. Specialized instruction.

17.30.060 Permitted accessory uses.

The following buildings, structures, and uses are permitted accessory uses in the MUR-1 zone. Accessory uses shall only be permitted when associated with, and incidental and subordinate to, a legally established primary use.

A. Normal residential appurtenances. The following uses and structures may be authorized as an accessory use in conjunction with a dwelling, multiunit building, or residential development: garages, recreation, exercise, or community room, manager's office, storage shed, noncommercial gardens and greenhouses, swimming pools, laundry rooms and facilities, decks, patios, driveways, on-site utilities and utility connections, fences, and solar panels;

B. Keeping of not more than six household pets, four of which may be dogs, kept in the home. This limit shall not include birds, fish or suckling young of pets;

C. Family day care services;

D. Foster family care services;

F. Telecommunication mini facility, subject to the following requirements:

1. The mini facility may be located on buildings and structures; provided, that the immediate interior wall or ceiling adjacent to the facility is not a designated residential space.
2. The mini facility shall be exempt from design review if the antenna and related components are the same color as the existing building, pole or support structure on which it is proposed to be located.
3. The shelter or cabinet used to house radio electronic equipment shall be contained wholly within a building or structure, or otherwise appropriately concealed, camouflaged or located underground.
4. Mini facilities shall comply with the height limitation specified for all zones except as follows:
Omnidirectional antennas may exceed the height limitation by 10 feet, or in the case of nonconforming structures the antennas may extend 10 feet above the existing structure. Panel antennas may exceed the height limitation if affixed to the side of an existing nonconforming building and blends in architecturally with the building. Placement of an antenna on a nonconforming structure shall not be considered to be an expansion of the nonconforming structure.

17.30.070 Conditional uses.

The following uses shall require a conditional use permit:

- A. Detached dwellings;
- B. Large meeting facilities;
- C. Large private schools;
- D. Medium utilities;
- E. Large multiunit buildings;
- F. Small eating and drinking establishments.

17.30.080 Additional regulations.

A. The keeping of horses, cattle, mink, goats, foxes, hogs, roosters, or other domestic farm animals is prohibited, except up to four hens may be kept in the rear yard of a detached dwelling.

B. No trailer, recreational vehicle, boat, camping trailer, fifth wheel, camper, van, car, or other similar type of mobile unit that is not a permanent structure attached to the ground, shall be used as a place of habitation or as a dwelling. Only site built structures which comply with all applicable building code requirements and manufactured or modular homes which meet applicable state or federal standards for use as a dwelling unit may be used as a place of habitation or as a dwelling.

C. Junk and inoperable vehicles shall not be stored outdoors unless completely surrounded by a solid, site obscuring fence and not visible from an adjoining street or public right-of-way. Outdoor storage shall also be subject to the following additional restrictions and requirements:

1. Litter, trash, used appliances, used interior furnishings and discarded exterior furnishings and similar items are prohibited outdoors regardless of location.
2. Junk storage is further limited to piled used lumber, yard cleanup equipment and similar types of items; it is not intended to include the storage of any items that would be classified as a nuisance under chapter 8.12 BMC.

D. Where alley access is available, off street parking spaces and garages shall be accessed from the alley and no curb cuts shall be permitted. This requirement shall apply to all land divisions, the construction of new homes and accessory buildings, and requests for curb cuts to serve existing homes and accessory buildings.

E. Heat pumps or other noise-producing mechanical equipment shall not be located within 10 feet of a property line abutting another lot and all equipment shall be equipped with a noise-baffling screen so that there shall be no audible sound at the property line.

F. New subdivisions or developments that will result in 40 or more lots or dwellings shall provide common open space, a playground or a park.

G. The following standards shall apply to developments and buildings that will result in more than four attached dwellings.

1. Buildings shall be designed by a licensed architect and detailed elevation drawings shall be provided with the land use permit application;
2. Multiunit buildings shall have frontage on a public or private street and the primary building entrances shall face the street. Direct pedestrian access shall be provided between adjacent streets and the primary entrances.
3. For horizontally attached dwellings, each unit shall have frontage on a public or private street and shall have its own exterior entrance. Each unit's primary exterior entrance shall face the street and direct pedestrian access to the street shall be provided;
4. Primary building entrances shall incorporate a covered porch or landing with a minimum area of 20 square feet and a minimum depth of three feet;
5. A consolidated garbage and recycling area shall be provided and shall be screened from view in accordance with the applicable landscaping standard;
6. The maximum building length shall not exceed 120 feet.
7. Street facing facades of large multiunit buildings shall incorporate modulations at intervals of 60 feet or less as follows:
 - a. Each modulation shall have a minimum width of 15 feet and a minimum depth of 6 feet;

- b. Balconies can be used to meet a portion of this requirement provided each balcony has an area of at least 80 square feet and a depth of at least 6 feet.

8. Each building shall include architectural design elements or materials intended to break up the mass of the building and provide greater compatibility with the scale and appearance of surrounding residential structures. At a minimum all buildings must incorporate at least two of the following design elements:

- a. Changes in the roofline at intervals of no more than 30 feet, such as variations in roof pitch, overhangs, projections, or extended eaves;
- c. Include at least two dormers with a minimum width of three feet;
- d. Include at least two balconies on front façade. Balconies shall have a minimum depth of 6 feet between the building wall and the balcony railing;
- e. For buildings with more than one floor, reduce the area of the upper floor so that its area is less than that of the first floor. To receive credit for this design element, the front building wall on the upper floor shall be stepped back from the first floor a minimum of two feet. The portion of upper floor stepped back from the first floor shall have a minimum width of eight feet. Uncovered, or covered unenclosed, balconies can be used to receive credit for this design element provided they satisfy the minimum dimensional requirements of this provision.

H. Nonresidential uses.

- 1. Nonresidential uses shall have frontage on a public street. The primary exterior entrance providing access to the non-residential uses shall face the street and direct pedestrian access to the street shall be provided;
- 2. Parking areas shall not be located between the building and the street and shall be completely screened from view with landscaping and fencing;
- 4. Outdoor play areas shall be screened from adjacent streets and residences with landscaping and fencing;

I. Manufactured Homes. Manufactured homes may be placed on any lot in the MUR-1 zone where detached dwellings are permitted and regulated in accordance with the same standards and requirements applicable to site built detached homes, except that the following additional regulations shall apply. These standards and requirements do not apply to legally established, nonconforming manufactured homes or manufactured homes placed within a manufactured home park.

- 1. The manufactured home shall be set upon a permanent foundation, as specified by the manufacturer, and the space between the bottom of the home and the ground shall be enclosed by concrete or an approved concrete product which may be either load bearing or decorative;
- 2. The manufactured home shall have been originally constructed with and shall now have a composition or wood shake or shingle, coated metal, or similar roof of nominal 3:12 pitch;
- 3. The manufactured home shall have exterior siding similar in appearance to siding materials commonly used on conventional site-built uniform building code single-family residences;
- 4. The placement of the manufactured home shall be consistent with all other regulatory requirements generally

17.30.090 Development standards.

A. Lot Area and Dimension. The following requirements shall apply to land divisions and boundary line adjustments in the MUR-1 zone except that cluster developments shall be subject to the standards in **BMC 17.20.105.:**

- 1. Minimum lot area: none.

2. Minimum lot width.

- a. If curb cuts are permitted: 30 feet
- b. If plat notes are included prohibiting curb cuts: 20 feet

3. Minimum lot depth: none.

B. Minimum setback requirements.

- 1. Front: 10 feet
- 2. Street side: 10 feet
- 3. Side: None.
- 4. Rear: None.

C. Minimum building separation: 10 feet.

D. Maximum Density. The maximum permissible density for multifamily development shall be **X** units per building.

E. Maximum building and impervious surface coverage: none.

F. Maximum building height: 45 feet.

G. Maximum Building Dimension. In no instance shall the greatest dimension of a multifamily building exceed 120 feet, measured parallel to exterior building walls.

Chapter 17.40

MUR-2 – Mixed Use Residential Zone

Sections:

- 17.40.010 Title.
- 17.40.020 Application.
- 17.40.030 Purpose.
- 17.40.040 Authority.
- 17.40.050 Primary permitted uses.
- 17.40.060 Permitted accessory uses.
- 17.40.070 Conditional uses.
- 17.40.080 Additional regulations.
- 17.40.090 Development standards.

17.40.010 Title.

This chapter shall be called “MUR-2 – Mixed Use Residential Zone”

17.40.020 Application.

This chapter shall apply to all uses and developments in areas zone MUR-2.

17.40.030 Purpose.

MUR-2 zone is intended to implement the MUR comprehensive plan designation by accommodating a mix of attached housing and commercial uses with an emphasis on residential uses. The MUR-1 zone is intended to create an environment that accommodates small scale, commercial activities such as offices, professional services, home businesses, art galleries, and other similar uses that generate limited traffic, pollution, and noise, and primarily operate during daytime business hours. This zone is also intended to accommodate small scale craft industries and trades that are compatible with residential uses such as contractor’s offices and craft industries. Permitted residential uses include a variety of higher density housing types including duplexes, townhomes, and multiunit buildings. The development standards and design regulations for the MUR-2 zone are intended to create a streetscape and environment that has more traditional urban characteristics than the City’s residential zones, including building set closer to the street, varied roof types, and intermittent commercial spaces, and to minimize conflicts between residential and non-residential uses.

17.40.040 Authority.

This chapter is adopted pursuant to the provisions of chapters 35A.63, 36.70A, and 36.70B RCW and other applicable laws and regulations. (Ord. 1857 § 2 (Exh. B), 2018).

17.40.50 Primary permitted uses.

- A. Duplex dwellings;
- B. Horizontally attached dwellings;
- C. Medium multiunit buildings;
- D. Boarding houses;
- E. Commercial child daycare center;
- F. Small utilities;
- G. Private schools;
- H. Meeting facilities;

- I. Professional offices;
- J. Personal services;
- K. Specialized instruction;
- L. Craft industries;
- M. Contractor's offices;
- N. Laboratories;
- O. Small eating and drinking establishments.

17.40.060 Permitted accessory uses.

The following buildings, structures, and uses are permitted accessory uses in the MUR-2 zone. Accessory uses shall only be permitted when associated with, and incidental and subordinate to, a legally established primary use.

A. Normal residential appurtenances. The following uses and structures may be authorized as an accessory use in conjunction with a dwelling, multiunit building, or residential development: garages, recreation, exercise, or community rooms, manager's office, storage shed, noncommercial gardens and greenhouses, swimming pools, laundry rooms and facilities, decks, patios, driveways, on-site utilities and utility connections, fences, and solar panels;

B. Keeping of not more than six household pets, four of which may be dogs, kept in the home. This limit shall not include birds, fish or suckling young of pets;

C. Family day care services;

D. Foster family care services;

F. Telecommunication mini facility, subject to the following requirements:

1. The mini facility may be located on buildings and structures; provided, that the immediate interior wall or ceiling adjacent to the facility is not a designated residential space.
2. The mini facility shall be exempt from design review if the antenna and related components are the same color as the existing building, pole or support structure on which it is proposed to be located.
3. The shelter or cabinet used to house radio electronic equipment shall be contained wholly within a building or structure, or otherwise appropriately concealed, camouflaged or located underground.
4. Mini facilities shall comply with the height limitation specified for all zones except as follows:
Omnidirectional antennas may exceed the height limitation by 10 feet, or in the case of nonconforming structures the antennas may extend 10 feet above the existing structure. Panel antennas may exceed the height limitation if affixed to the side of an existing nonconforming building and blends in architecturally with the building. Placement of an antenna on a nonconforming structure shall not be considered to be an expansion of the nonconforming structure.

G. Parking facilities associated with a non-residential use;

H. Outdoor storage yards associated with a non-residential use.

17.40.070 Conditional uses.

The following uses shall be considered conditional uses and shall require a conditional use permit:

- A. Detached dwellings;
- B. Large multiunit buildings;

C. Medium utilities;

D. Minor Industrial

17.40.080 Additional regulations.

A. Uses generating noise levels incompatible with residential occupancy shall not be permitted and the following regulations shall apply to all uses:

1. Truck loading, deliveries, and other similar activities shall only be prohibited except between the hours of 7:00 a.m. and 7:00 p.m.
2. Uses involving music, such as dance studios or music classes, and uses that could potentially generate noise impacts, such as eating and drinking establishments and craft industries, shall be conducted in a fully enclosed building and an approved acoustical wall installed to prevent excessive noise at the property line, or if in a mixed use building, to provide a noise barrier between the commercial and residential occupancy. Construction techniques shall be employed to ensure sound transmission control ratings are compatible with a mixed use environment.

B. Processing, handling, and storage of hazardous materials, including medical waste, is prohibited, except for small quantities as minimally necessary when incidental and secondary to a permitted use.

C. Parking areas shall not be located between the building and the street and shall be fully screened from view using a combination of fencing and landscaping.

D. Outdoor storage yards shall be subject to the following standards:

1. Outdoor storage yards shall be secondary and incidental to a permitted use;
2. Must be paved with asphalt, concrete, or an approved permeable paving material;
3. In addition to any other standard prescribed in the landscaping section, outdoor storage yards shall be screened from view using a combination of fencing and landscaping,

D. Drive-in uses are prohibited.

E. Parking area illumination shall be directed away from residential uses.

F. The keeping of horses, cattle, mink, goats, foxes, hogs, roosters, or other domestic farm animals is prohibited, except up to four hens may be kept in the rear yard of a detached dwelling.

G. No trailer, recreational vehicle, boat, camping trailer, fifth wheel, camper, van, car, or other similar type of mobile unit that is not a permanent structure attached to the ground, shall be used as a place of habitation or as a dwelling. Only site built structures which comply with all applicable building code requirements and manufactured or modular homes which meet applicable state or federal standards for use as a dwelling unit may be used as a place of habitation or as a dwelling.

C. Junk and inoperable vehicles shall not be stored outdoors unless completely surrounded by a solid, site obscuring fence and not visible from an adjoining street or public right-of-way. Outdoor storage shall also be subject to the following additional restrictions and requirements:

1. Litter, trash, used appliances, used interior furnishings and discarded exterior furnishings and similar items are prohibited outdoors regardless of location.
2. Junk storage is further limited to piled used lumber, yard cleanup equipment and similar types of items; it is not intended to include the storage of any items that would be classified as a nuisance under chapter 8.12 BMC.

D. Where alley access is available, off street parking spaces and garages shall be accessed from the alley and no curb cuts shall be permitted. This requirement shall apply to all land divisions, the construction of new homes and accessory buildings, and requests for curb cuts to serve existing homes and accessory buildings.

E. Heat pumps or other noise-producing mechanical equipment shall not be located within 10 feet of a property line abutting another lot and all equipment shall be equipped with a noise-baffling screen so that there shall be no audible sound at the property line.

F. New subdivisions or developments that will result in 40 or more lots or dwellings shall provide common open space, a playground or a park.

G. The following standards shall apply to developments and buildings that will result in more than four attached dwellings.

1. Buildings shall be designed by a licensed architect and detailed elevation drawings shall be provided with the land use permit application;

2. Multiunit buildings shall have frontage on a public or private street and the primary building entrances shall face the street. Direct pedestrian access shall be provided between adjacent streets and the primary entrances.

3. For horizontally attached dwellings, each unit shall have frontage on a public or private street and shall have its own exterior entrance. Each unit's primary exterior entrance shall face the street and direct pedestrian access to the street shall be provided;

4. Primary building entrances shall incorporate a covered porch or landing with a minimum area of 20 square feet and a minimum depth of three feet;

5. A consolidated garbage and recycling area shall be provided and shall be screened from view in accordance with the applicable landscaping standard;

6. The maximum building length shall not exceed 120 feet.

7. Street facing facades of large multiunit buildings shall incorporate modulations at intervals of 60 feet or less as follows:

- a. Each modulation shall have a minimum width of 15 feet and a minimum depth of 6 feet;

- b. Balconies can be used to meet a portion of this requirement provided each balcony has an area of at least 80 square feet and a depth of at least 6 feet.

8. Each building shall include architectural design elements or materials intended to break up the mass of the building and provide greater compatibility with the scale and appearance of surrounding residential structures. At a minimum all buildings must incorporate at least two of the following design elements:

- a. Changes in the roofline at intervals of no more than 30 feet, such as variations in roof pitch, overhangs, projections, or extended eaves;

- c. Include at least two dormers with a minimum width of three feet;

- d. Include at least two balconies on front façade. Balconies shall have a minimum depth of 6 feet between the building wall and the balcony railing;

- e. For buildings with more than one floor, reduce the area of the upper floor so that its area is less than that of the first floor. To receive credit for this design element, the front building wall on the upper floor shall be stepped back from the first floor a minimum of two feet. The portion of upper floor stepped back from the first floor shall have a minimum width of eight feet. Uncovered, or covered unenclosed, balconies can be used to receive credit for

this design element provided they satisfy the minimum dimensional requirements of this provision.

H. Nonresidential uses.

1. Nonresidential uses shall have frontage on a public street. The primary exterior entrance providing access to the non-residential uses shall face the street and direct pedestrian access to the street shall be provided;

4. Outdoor play areas shall be screened from adjacent streets and residences with landscaping and fencing;

I. Manufactured Homes. Manufactured homes may be placed on any lot in the MUR-2 zone where detached dwellings are permitted and regulated in accordance with the same standards and requirements applicable to site built detached homes, except that the following additional regulations shall apply. These standards and requirements do not apply to legally established, nonconforming manufactured homes or manufactured homes placed within a manufactured home park.

1. The manufactured home shall be set upon a permanent foundation, as specified by the manufacturer, and the space between the bottom of the home and the ground shall be enclosed by concrete or an approved concrete product which may be either load bearing or decorative;

2. The manufactured home shall have been originally constructed with and shall now have a composition or wood shake or shingle, coated metal, or similar roof of nominal 3:12 pitch;

3. The manufactured home shall have exterior siding similar in appearance to siding materials commonly used on conventional site-built uniform building code single-family residences;

4. The placement of the manufactured home shall be consistent with all other regulatory requirements generally

17.40.090 Development standards.

A. Lot Area and Dimension.

1. Minimum lot area: none.
2. Minimum lot width: none.
3. Minimum lot depth: none.

B. Maximum Density. New residential development, and the addition of dwelling units to existing residential structures, shall be subject to the following standards:

1. Dwelling Units per Building. A multifamily building shall not contain more than eight dwelling units;
2. Maximum Density. One residential building per lot.

C. Minimum Setback Requirements.

1. Front: 10 feet.
2. Side: 5 feet.
3. Street: 10 feet.
4. Rear: 5 feet.

D. Maximum building and impervious surface coverage: none.

E. Maximum building height: 35 feet. (Ord. 1857 § 2 (Exh. B), 2018).

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY OF BURLINGTON, WASHINGTON IN THE MATTER OF PRELIMINARY REVISIONS TO CHAPTERS 17.01, 17.05, 17.25, 17.30, 17.35 AND 17.40 OF THE BURLINGTON MUNICIPAL CODE NECESSARY TO IMPLEMENT AND ENSURE CONSISTENCY WITH THE COMPREHENSIVE PLAN

WHEREAS, Chapter 36.70A RCW, the Washington State Growth Management Act (GMA), requires local governments to adopt comprehensive plans and implementing regulations; and

WHEREAS, the City of Burlington adopted a GMA compliant comprehensive plan and implementing regulations in 1994; and

WHEREAS, the GMA requires that comprehensive plans and implementing regulations be periodically reviewed, and if necessary, updated; and

WHEREAS, the City was required by RCW 36.70A.130(5)(b) to review its comprehensive plan and implementing regulations by June 30, 2016; and

WHEREAS, the City has begun the process of reviewing its comprehensive plan and implementing regulations; and

WHEREAS, the City's development regulations must be consistent with and implement the comprehensive plan; and

WHEREAS, on February 20, 2019 the Planning Commission recommended the adoption of a revised Land Use Element which was subsequently accepted by the City Council on July 11, 2019; and

WHEREAS, on August 6, 2018 the Planning Commission reviewed, and adopted, a land capacity analysis demonstrating the need for changes to the City's land use and housing policies and regulations to accommodate attached housing and employment growth; and

WHEREAS, on October 17, 2018 the Planning Commission reviewed and adopted a housing inventory and analysis demonstrating the need for changes to the City's land use and housing policies and regulations to promote the development of a greater variety of housing types and densities; and

WHEREAS, on February 20, 2019 the Planning Commission recommended the City Council adopt a revised Land Use Element and a revised Housing Element and the City

Council subsequently accepted the Planning Commission's recommendation on July 11, 2019; and

WHEREAS, the City's Planning Commission previously voted to change the name of the R-3 zone to RA-2, to change the name of the RS zone to MUR-1, and to change the name of the name of the MR-NB zone to MUR-2; and

WHEREAS, the City's Planning Department prepared draft changes to the RA-2, MUR-1, and MUR-2 zoning regulations to ensure consistency with, and implement, the revised comprehensive plan provisions adopted by the Planning Commission and City Council and the draft zoning changes were reviewed by the Planning Commission at a public meeting on December 16, 2020; and

WHEREAS, on January 20, 2021 the Planning Commission held a public hearing and recommended the City Council adopt the proposed changes to the City's RA-1, MUR-1, and MUR-2 zoning regulations, along with corresponding changes to the definitions and general provisions sections of the zoning code; and

WHEREAS, the Planning Commission's recommendation dated January 20, 2021 identifies specific policy objectives that the proposed code changes are intended to achieve.

NOW, THEREFORE, BE IT RESOLVED, that the Burlington City Council accepts the Planning Commission's recommendations dated January 20, 2021 and intends to revise the Burlington Municipal Code accordingly; and

BE IT FURTHER RESOLVED, that proposed code changes may be further revised prior to final adoption for consistency with other sections of the comprehensive plan, to address comments from the public or state agencies, and to address spelling, grammatical, or organizational errors;

INTRODUCED AND PASSED at a regular meeting of the City Council of the City of Burlington on this 11th day of February, 2021.

THE CITY OF BURLINGTON

Steve Sexton, Mayor

ATTEST:

Director of Budget & Accounting

APPROVED AS TO FORM:

Leif Johnson, City Attorney

Published: xx/xx/2021

Exhibit "A" Proposed Code Changes
Exhibit "B" Planning Commission Recommendation

Chapter 17.25

~~R-3 MULTIFAMILY RESIDENCE DISTRICTS~~RA-2 RESIDENTIAL ATTACHED ZONE

Sections:

- 17.25.010 Title.
- 17.25.020 Application.
- 17.25.030 Purpose.
- 17.25.040 Authority.
- 17.25.050 Permitted primary uses.
- 17.25.060 Permitted accessory uses.
- 17.25.070 Conditional uses.
- 17.25.080 ~~Additional General use~~ regulations.
- 17.25.090 ~~Development Design~~ standards.
- 17.25.100 ~~Cluster developments~~Development standards.
- 17.25.1005 ~~Residential small lot~~Cottage housing.

17.25.010 Title.

This chapter shall be called "RA-2 – Residential Attached Zone"~~"R-3 Multifamily Residence Districts."~~ (Ord. 1857 § 2 (Exh. B), 2018).

17.25.020 Application.

This chapter shall apply to all uses and developments in areas designated ~~R-3~~RA-2. ~~(Ord. 1857 § 2 (Exh. B), 2018).~~

17.25.030 Purpose.

~~The RA-2 zone is intended to implement the RA comprehensive plan designation by accommodating a variety of larger scale residential buildings such as multiunit buildings, including apartments and condominiums, townhomes, duplexes, and related accessory uses. Other uses may be permitted in limited circumstances when consistent with the goals and policies of the comprehensive plan. The RA-2 zone permits more intensive development than the RA-1 zone and is generally applied to areas that adjoin a detached residential zones where commercial development would not be appropriate due to a lack of traffic, visibility, or inadequate infrastructure. The R-3 district is intended to accommodate a variety of higher density housing types, including, but not limited to, attached townhomes, multifamily apartment buildings, and duplexes. (Ord. 1857 § 2 (Exh. B), 2018).~~

17.25.040 Authority.

This chapter is adopted pursuant to the provisions of chapters 35.63A, 36.70A, and 36.70B RCW and other applicable laws and regulations. (Ord. 1857 § 2 (Exh. B), 2018).

17.25.050 Permitted primary uses.

~~Buildings, structures, and lots in the RA-2 zone shall only be used for the following, unless otherwise provided for in this title: Any use listed as a permitted use in the R-1 or R-2 zone shall be considered a permitted use in the R-3 zone. The following additional uses shall also be considered permitted uses in the R-3 zone:~~

- A. Duplex dwellings;
- B. Horizontally attached dwellings;
- C. Multiunit buildings;
- D. Boarding houses;
- E. Commercial child daycare center;
- F. Small utilities;
- G. Small private schools;

H. Small meeting facilities;

I. Small nursing homes.

~~A. Multifamily dwellings. The construction and development of multifamily dwellings shall be subject to the following requirements:~~

- ~~1. Parking areas shall be screened from the street.~~
- ~~2. Pedestrian access shall be provided throughout the site and shall provide a complete and logical circulation system that connects each dwelling unit with streets, adjoining developments, parking areas, common areas, and recreation areas. Any additional pedestrian access circulation and access requirements identified in chapter 17.85-BMC (Access, Parking and Loading) shall also be addressed.~~
- ~~3. Trash and recycling areas and containers shall be fully enclosed and screened from view with a solid site-obscuring fence or wall and gate. Trash and recycling containers shall not be visible from adjoining public streets or adjacent properties.~~
- ~~4. Developments with 40 or more units shall provide a children's play area(s) at a rate of 225 square feet plus 20 additional square feet for each unit.~~
- ~~5. Developments with 40 or more units shall provide common open space for passive or active recreation at the rate of 50 square feet per unit.~~
- ~~6. Laundry and storage facilities shall be provided, either in each unit or in a central facility.~~
- ~~7. Exterior lighting shall be provided for parking areas, access streets and pedestrian walkways. Lighting shall be designed to direct light away from residential units to prevent glare. (Ord. 1857 § 2 (Exh. B), 2018).~~

17.25.060 Permitted accessory uses.

The following buildings, structures, and uses are permitted accessory uses in the RA-2 zone. Accessory uses shall only be permitted when associated with, and incidental and subordinate to, a legally established primary use.

~~Any use identified as a permitted accessory use in the R-1 or R-2 zone shall be considered a permitted accessory use in the R-3 zone, subject to any standards identified in BMC 17.15.070. The following additional uses shall also be considered permitted accessory uses in the R-3 zone:~~

A. Normal residential appurtenances. The following uses and structures may be authorized as an accessory use in conjunction with a dwelling, multiunit building, or residential development: garages, recreation or exercise facilities, community room, manager's office, storage shed, noncommercial gardens and greenhouses, swimming pools, laundry rooms and facilities, decks, patios, driveways, on-site utilities and utility connections, fences, and solar panels;

B. Keeping of not more than six household pets, four of which may be dogs, kept in the home. This limit shall not include birds, fish or suckling young of pets;

C. Family day care services;

D. Foster family care services;

E. Telecommunication mini facility, subject to the following requirements:

1. The mini facility may be located on buildings and structures; provided, that the immediate interior wall or ceiling adjacent to the facility is not a designated residential space.
2. The mini facility shall be exempt from design review if the antenna and related components are the same color as the existing building, pole or support structure on which it is proposed to be located.
3. The shelter or cabinet used to house radio electronic equipment shall be contained wholly within a building or structure, or otherwise appropriately concealed, camouflaged or located underground.
4. Mini facilities shall comply with the height limitation specified for all zones except as follows:
Omnidirectional antennas may exceed the height limitation by 10 feet, or in the case of nonconforming structures the antennas may extend 10 feet above the existing structure. Panel antennas may exceed the height limitation if affixed to the side of an existing nonconforming building and blends in architecturally with the

building. Placement of an antenna on a nonconforming structure shall not be considered to be an expansion of the nonconforming structure. ~~(Ord. 1857 § 2 (Exh. B), 2018)~~

G. Parking facilities.

17.25.070 Conditional uses.

~~The following uses shall require a conditional use permit: Any use listed as a conditional use in the R-1 or R-2 zone may be permitted as a conditional use in the R-3 zone subject to the procedural requirements applicable to conditional use permits. The following additional uses may also be permitted as conditional uses in the R-3 zone:~~

A. Detached dwellings;

B. Large meeting facilities;

C. Large private schools;

D. Medium utilities;

E. Professional offices;

F. Personal services;

G. Specialized instruction;

H. Large nursing homes.

~~A. Commercial child day care center;~~

~~B. Health care facilities;~~

~~C. Professional offices;~~

~~D. Government facilities, other than those listed as a permitted use. (Ord. 1857 § 2 (Exh. B), 2018).~~

17.25.080 Additional General use regulations.

A. The keeping of horses, cattle, mink, goats, foxes, hogs, roosters, or other domestic farm animals is prohibited, except up to four hens may be kept in the rear yard of a detached dwelling.

B. No trailer, recreational vehicle, boat, camping trailer, fifth wheel, camper, van, car, vehicle, or other similar type of mobile unit that is not a permanent structure attached to the ground, shall be used as a place of habitation or as a dwelling. Only site built structures which comply with all applicable building code requirements and manufactured or modular homes which meet applicable state or federal standards for use as a dwelling unit may be used as a place of habitation or as a dwelling.

C. Outdoor storage. The following shall not be stored outdoors: litter, trash, used appliances, used interior furnishings, lumber and construction materials not associated with an active construction project, landscaping waste and debris, junk, inoperable equipment, wrecked, junk, or inoperable vehicles, or any items that would be classified as a nuisance under Chapter 8.12 BMC. No trailer, recreational vehicle, boat, camping trailer, fifth wheel, camper, van, car, vehicle, or unoccupied mobile or manufactured home shall be used for storage purposes.

17.25.090 Design standards.

A. Parking facilities and access.

1. Where alley access is available, off street parking spaces and garages shall be accessed from the alley and no curb cuts shall be permitted. This requirement shall apply to all land divisions, the construction of new homes and accessory buildings, and requests for new curb cuts.
2. Parking shall not be located between the building and the street. This restriction shall not apply to driveways serving detached dwellings on individual lots or duplexes and townhome in developments of eight units or less.

B. Heat pumps and other mechanical equipment shall be located at least 10 feet from any property line adjoining another residential development or dwelling and all equipment shall be equipped with a noise-baffling screen so there is no audible sound at the property line. All such equipment shall be fully screened from view using landscaping or fencing. Rooftop mechanical equipment shall be fully screened from view.

C. The following exterior finishes and materials shall be prohibited:

- 1. Vinyl siding;
- 2. T-111 plywood;
- 3. Exterior insulation finishing system (EIFS).

D. New subdivisions or developments that will result in 40 or more lots or dwellings shall include a common open space area for outdoor recreation.

E. Detached dwellings. Detached dwellings shall only be permitted in the following circumstances:

- 1. On existing lots that have an area of 4,000 square feet or less;
- 2. In a cottage development with a gross density of at least 15 units per acre;
- 3. As part of a development with a mix of building types that has a gross density of at least 15 units per acre.

F. Multiunit and horizontally attached dwellings.

1. Large multiunit buildings and residential buildings in any development that includes more than eight dwellings shall be designed by a licensed architect and detailed elevation drawings shall be provided with the land use permit application;

2. Large multiunit buildings and residential buildings in any development that includes more than eight dwellings shall have frontage on a public or private street. The primary entrance for each building shall face the street and direct pedestrian access shall be provided between the entrance and the street.

3. For horizontally attached dwellings, each unit shall have its own exterior entrance and a direct pedestrian connection shall be provided between the entrance and the nearest street. For developments that include more than eight units, each unit shall have frontage on a public or private street and the primary entrance to each unit shall face the street.

4. Primary building entrances shall incorporate a covered porch or landing with a minimum area of 20 square feet and a minimum depth of three feet;

5. A consolidated garbage and recycling area shall be provided and shall be screened from view in accordance with the applicable landscaping standard;

6. The maximum building length shall not exceed 180 feet.

7. Street facing facades of large multiunit buildings shall incorporate modulations at intervals of 60 feet or less as follows:

a. Each modulation shall have a minimum width of 15 feet and a minimum depth of 6 feet;

b. Balconies can be used to meet a portion of this requirement provided each balcony has an area of at least 80 square feet and a depth of at least 6 feet.

8. For the purpose of breaking up the vertical mass of buildings, the first floor of a multistory building shall be distinguished from the upper floors through the use of at least one of the following design elements:

a. Change in materials;

b. Change in color;

C. Molding or other horizontally distinguishing transition trim, treatment, or embellishment.

9. Each building shall include architectural design elements or materials intended to break up the mass of the building and provide greater compatibility with the scale and appearance of surrounding residential structures. At a minimum all buildings must incorporate at least two of the following design elements:

a. Changes in the roofline at intervals of no more than 30 feet, such as variations in roof pitch, height, overhangs, projections, or extended eaves;

c. Include at least two dormers with a minimum width of three feet;

d. Include at least two balconies on front façade. Balconies shall have a minimum depth of 6 feet between the building wall and the balcony railing;

e. For buildings with more than one floor, reduce the area of the upper floor so that its area is less than that of the first floor. To receive credit for this design element, the front building wall on the upper floor shall be stepped back from the first floor a minimum of two feet. The portion of upper floor stepped back from the first floor shall have a minimum width of eight feet. Uncovered, or covered unenclosed, balconies can be used to receive credit for this design element provided they satisfy the minimum dimensional requirements of this provision.

10. Transition areas. For developments that abut property zoned RD the following standards shall apply:

a. All residential buildings shall be setback at least 20 feet from parcels zoned RD. Any portion of a building higher than 25 feet or containing more than two stories shall be setback at least 40 feet from parcels zoned RD.

b. Balconies that face a parcel zoned RD shall be faced with a material such as frosted or opaque glass to provide visual privacy to neighboring properties.

c. Parking spaces and access roads shall not be located within 20 feet of a parcel zoned RD.

d. A landscaped buffer shall be provided in accordance with the requirements of Chapter 17.X. BMC

e. Compliance with the additional transition area requirements identified in Chapter 17.70 BMC shall also be required.

K. Nonresidential uses.

1. Nonresidential uses shall have frontage on a public street. The primary exterior entrance providing access to the non-residential uses shall face the street and direct pedestrian access to the street shall be provided;

2. Schools, meeting facilities, and commercial day care centers shall be located on a corner lot;

3. Professional offices and personal service establishments shall have frontage on a public street;

4. The total floor area of any single building devoted to a non-residential use shall not exceed 2,500 square feet, provided this restriction shall not apply to residential accessory uses such as community rooms, gyms, pools, or leasing offices;

5. Parking areas shall not be located between the building and the street and shall be completely screened from view with landscaping and fencing;
6. Outdoor play areas shall be screened from adjacent streets and residences with landscaping and fencing;
7. Flat roofs are prohibited. Roofs shall have a pitch of no less than 4:12;

L. Manufactured Homes. Manufactured homes may be placed on any lot in an RA-2 zone where detached dwellings are permitted and regulated in accordance with the same standards and requirements applicable to site built detached homes, except that the following additional regulations shall apply. These standards and requirements do not apply to legally established, nonconforming manufactured homes or manufactured homes placed within a manufactured home park.

1. The manufactured home shall be set upon a permanent foundation, as specified by the manufacturer, and the space between the bottom of the home and the ground shall be enclosed by concrete or an approved concrete product which may be either load bearing or decorative;
2. The manufactured home shall have been originally constructed with and shall now have a composition or wood shake or shingle, coated metal, or similar roof of nominal 3:12 pitch;
3. The manufactured home shall have exterior siding similar in appearance to siding materials commonly used on conventional site-built uniform building code single-family residences;
4. The placement of the manufactured home shall be consistent with all other regulatory requirements generally All structures, uses, and developments located in the R-3 zone shall be subject to the “additional regulations” identified in the R-1 zone (BMC 17.15.090). (Ord. 1857 § 2 (Exh. B), 2018).
5. Manufactured homes shall comply with all of the regulatory requirements and permit processing procedures identified in the chapter for site built detached homes.

17.25.090100 Development standards.

All structures, uses, and developments shall comply with the “development regulations” identified in the R-1 zone (BMC 17.15.100) except as follows:

A. Lot Area and Dimension. The following requirements shall apply to land divisions and boundary line adjustments in the RA-2 zone except that cluster developments shall be subject to the standards in BMC 17.20.105. The following requirements shall apply to land divisions and boundary line adjustments and not to the use of existing lots:

1. Minimum lot area: ~~6,000 square feet~~none.
2. Minimum lot width: ~~none. -60 feet.~~
3. Minimum lot depth: ~~none~~80 feet.

B. Minimum setback requirements.

1. Front: 10 feet
2. Street side: 10 feet
3. Side: None.
4. Rear: None.

C. Minimum building separation.

1. Primary structures: 30 feet, except that when authorized pursuant to this Chapter no separation requirement shall apply between zero lot line structures or horizontally attached dwellings that share a common wall.

2. Accessory structures: 10 feet.

~~B. Maximum Density. The maximum permissible density for multifamily development shall be calculated as follows: one unit per lot plus one additional unit for every 3,000 square feet of lot area; provided, that additional density may be permitted through the agricultural heritage credit program.~~

~~D~~**C**. Maximum building and impervious surface coverage: 70 percent.

~~E~~**D**. Maximum building height: ~~43~~5 feet.

~~E. Minimum Building Separation:~~

~~1. Between primary structures located on the same lot: 30 feet.~~

~~2. Between primary structures and accessory structures: 10 feet.~~

~~F. Maximum Building Dimension. In no instance shall the greatest dimension of a multifamily building exceed 150 feet, measured parallel to exterior building walls.~~

~~G. Maximum Building Gross Floor Area. In no instance shall the gross floor area exceed 8,000 square feet for any multifamily building. (Ord. 1857 § 2 (Exh. B), 2018).~~

17.25.11000 Cluster developmentCottage Housings.

~~Cluster developments may be permitted in the R-3 zone as part of the subdivision or short subdivision process subject to the applicable provisions set forth in the R-1 zone (BMC 17.15.105). (Ord. 1857 § 2 (Exh. B), 2018).~~

17.25.105 Residential small lot.

~~Residential small lots may be created in an R-3 zone through a subdivision or short subdivision process subject to the applicable provisions set forth in the R-1 zone (BMC 17.15.110). (Ord. 1857 § 2 (Exh. B), 2018).~~

Chapter 17.30

~~R-S SEMI-PUBLIC DISTRICT~~MUR-1 – Mixed Use Residential Zone

Sections:

- 17.30.010 Title.
- 17.30.020 Application.
- 17.30.030 Purpose.
- 17.30.040 Authority.
- 17.30.050 Permitted primary uses.
- 17.30.060 Permitted accessory uses.
- 17.30.070 Conditional uses.
- 17.30.080 ~~Additional General use~~ regulations.
- 17.30.090 ~~Development Design~~ standards.
- 17.30.100 Development standards.
- 17.30.110 Cottage housing.

17.30.010 Title.

This chapter shall be called “~~R-S Semi Public District~~MUR-1 – Mixed Use Residential Zone” (~~Ord. 1857 § 2 (Exh. B), 2018~~).

17.30.020 Application.

This chapter shall apply to all uses and developments in areas zone MUR-1~~designated R-S.~~ (~~Ord. 1857 § 2 (Exh. B), 2018~~).

17.30.030 Purpose.

~~The R-S residential office zone encompasses Burlington’s original town site and is intended to permit a mixture of residential and office uses that are compatible in design and character with adjacent residential uses. (Ord. 1857 § 2 (Exh. B), 2018)~~MUR-1 zone is intended to implement the MUR comprehensive plan designation by accommodating a mix of attached housing and commercial uses with an emphasis on residential uses. The MUR-1 zone is intended to create an environment that accommodates small scale, indoor commercial activities such as offices, professional services, home businesses, art galleries, and other similar uses that generate limited traffic, pollution, and noise, and primarily operate during daytime business hours. Permitted residential uses include a variety of higher density housing types including duplexes, townhomes, and multiunit buildings. The development standards and design regulations for the MUR-1 zone are intended to create a streetscape and environment that has more traditional urban characteristics than the City’s residential zones, including building set closer to the street, varied roof types, and intermittent commercial spaces. -

17.30.040 Authority.

This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63, 36.70A and 36.70B RCW and other applicable laws and regulations. (Ord. 1857 § 2 (Exh. B), 2018).

17.30.050 Permitted primary uses.

~~Any use listed as a permitted use in the R-1, R-2 or R-3 zone shall be considered a permitted use in the R-S zone. The following additional uses shall also be considered permitted uses in the R-S zone~~Buildings structures, and lots in the MUR-1 zone shall only be used for the following, unless otherwise provided for in this title:

- A. Duplex dwellings;
- B. Horizontally attached dwellings;
- C. Medium multiunit buildings;
- D. Boarding houses;
- E. Commercial child daycare center;

F. Small utilities;

G. Small private schools;

H. Small meeting facilities;

I. Professional offices;

J. Personal services;

K. Specialized instruction;

L. Small nursing homes;

M. Small scale retail.

~~A. Professional offices. (Ord. 1857 § 2 (Exh. B), 2018).~~

17.30.060 Permitted accessory uses.

The following buildings, structures, and uses are permitted accessory uses in the MUR-1 zone. Accessory uses shall only be permitted when associated with, and incidental and subordinate to, a legally established primary use.

A. Normal residential appurtenances. The following uses and structures may be authorized as an accessory use in conjunction with a dwelling, multiunit building, or residential development: garages, recreation, exercise, or community room, manager's office, storage shed, noncommercial gardens and greenhouses, swimming pools, laundry rooms and facilities, decks, patios, driveways, on-site utilities and utility connections, fences, and solar panels;

B. Keeping of not more than six household pets, four of which may be dogs, kept in the home. This limit shall not include birds, fish or suckling young of pets;

C. Family day care services;

D. Foster family care services;

E. Telecommunication mini facility, subject to the following requirements:

1. The mini facility may be located on buildings and structures; provided, that the immediate interior wall or ceiling adjacent to the facility is not a designated residential space.

2. The mini facility shall be exempt from design review if the antenna and related components are the same color as the existing building, pole or support structure on which it is proposed to be located.

3. The shelter or cabinet used to house radio electronic equipment shall be contained wholly within a building or structure, or otherwise appropriately concealed, camouflaged or located underground.

4. Mini facilities shall comply with the height limitation specified for all zones except as follows: Omnidirectional antennas may exceed the height limitation by 10 feet, or in the case of nonconforming structures the antennas may extend 10 feet above the existing structure. Panel antennas may exceed the height limitation if affixed to the side of an existing nonconforming building and blends in architecturally with the building. Placement of an antenna on a nonconforming structure shall not be considered to be an expansion of the nonconforming structure.

F. Parking facilities.

~~Any use identified as a permitted accessory use in the R-1, R-2, or R-3 zone shall be considered a permitted accessory use in the R-S zone, subject to any standards identified in BMC 17.15.070. The following additional uses shall also be considered permitted accessory uses in the R-S zone:~~

~~A. Accessory buildings or uses incidental and subordinate to primary permitted commercial use, including but not limited to: garages solely for the storage and servicing of vehicles of occupants of the building; restaurants or cafeterias primarily for the convenience of the occupants of the building; printing of materials necessary in the operation of the primary business and not used for the conduct of a general printing business; sample display sales rooms; or similar accessory uses. (Ord. 1857 § 2 (Exh. B), 2018).~~

17.30.070 Conditional uses.

The following uses shall require a conditional use permit:

A. Detached dwellings;

B. Large meeting facilities;

C. Large private schools;

D. Medium utilities;

E. Large multiunit buildings;

F. Small eating and drinking establishments;

G. Medium scale retail;

H. Large nursing homes.

~~Any use listed as a conditional use in the R-1 or R-2 zone may be permitted as a conditional use in the R-S zone subject to the procedural requirements applicable to conditional use permits. The following additional uses may also be permitted as conditional uses in the R-S zone:~~

~~A. Multifamily housing at densities higher than those allowed in the R-3 zone. (Ord. 1857 § 2 (Exh. B), 2018).~~

17.30.080 Additional General use regulations.

A. The keeping of horses, cattle, mink, goats, foxes, hogs, roosters, or other domestic farm animals is prohibited, except up to four hens may be kept in the rear yard of a detached dwelling.

B. No trailer, recreational vehicle, boat, camping trailer, fifth wheel, camper, van, car, vehicle, or other similar type of mobile unit that is not a permanent structure attached to the ground, shall be used as a place of habitation or as a dwelling. Only site built structures which comply with all applicable building code requirements and manufactured or modular homes which meet applicable state or federal standards for use as a dwelling unit may be used as a place of habitation or as a dwelling.

C. Outdoor storage. The following shall not be stored outdoors: litter, trash, used appliances, used interior furnishings, lumber and construction materials not associated with an active construction project, landscaping waste and debris, junk, inoperable equipment, wrecked, junk, or inoperable vehicles, or any items that would be classified as a nuisance under Chapter 8.12 BMC. No trailer, recreational vehicle, boat, camping trailer, fifth wheel, camper, van, car, vehicle, or unoccupied mobile or manufactured home shall be used for storage purposes.

D. Drive-through uses are prohibited.

E. Uses generating noise levels incompatible with residential occupancy shall not be permitted and the following regulations shall apply to all uses:

1. Truck loading, deliveries, and other similar activities shall only be prohibited except between the hours of 7:00 a.m. and 7:00 p.m.

2. Uses involving music, such as dance studios or music classes, and uses that could potentially generate noise impacts, such as eating and drinking establishments, shall be conducted in a fully enclosed building and an approved acoustical wall installed to prevent excessive noise at the property line, or if in a mixed use building, to provide a noise barrier between the commercial and residential occupancy. Construction techniques shall be employed to ensure sound transmission control ratings are compatible with a mixed use environment.

F. Processing, handling, and storage of hazardous materials, including medical waste, is prohibited, except for small quantities as minimally necessary when incidental and secondary to a permitted use.

All structures, uses and developments located in the R-S zone shall be subject to the “additional regulations” identified in the R-1 zone (BMC 17.15.090) except as noted below:

A. No operation shall be permitted in the R-S district which creates smoke, dust, dirt, fly ash, noise, glare, heat, odor, gases, vibrations, electrical radiation or interference or any other evidence of nuisance which is detectable at objectionable levels at the property lines. The performance standards of chapter 17.70 BMC shall provide the criteria for measurement of such nuisances.

B. Parking shall be provided as required by chapter 17.85 BMC (Access, Parking and Loading).

C. Signs and signage shall comply with the regulations identified in chapter 17.95 BMC (Signs).

D. All parking areas and storage yards shall be fully screened from view. (Ord. 1857 § 2 (Exh. B), 2018).

17.30.090 Design standards.

A. Parking facilities and access.

1. Where alley access is available, off street parking spaces and garages shall be accessed from the alley and no curb cuts shall be permitted. This requirement shall apply to all land divisions, the construction of new homes and buildings, and requests for new curb cuts:

2. Parking areas shall not be located between the building and the street and shall be fully screened from view using a combination of fencing and landscaping.

B. Heat pumps and other mechanical equipment shall be located at least 10 feet from any property line adjoining another residential development or dwelling and all equipment shall be equipped with a noise-baffling screen so there is no audible sound at the property line. All such equipment shall be fully screened from view using landscaping or fencing. Rooftop mechanical equipment shall be fully screened from view.

C. The following exterior finishes and materials shall be prohibited:

1. Vinyl siding;

2. T-111 plywood;

3. Exterior insulation finishing system (EIFS).

D. New subdivisions or developments that will result in 40 or more lots or dwellings shall include a common open space area for outdoor recreation.

E. Detached dwellings. Detached dwellings shall only be permitted in the following circumstances:

4. On existing lots that have an area of 4,000 square feet or less;
5. In a cottage development with a gross density of at least 15 units per acre;
6. As part of a development with a mix of building types that has a gross density of at least 15 units per acre.

F. Multiunit and horizontally attached dwellings.

1. Large multiunit buildings and residential buildings in any development that includes more than eight dwellings shall be designed by a licensed architect and detailed elevation drawings shall be provided with the land use permit application;
2. Large multiunit buildings and residential buildings in any development that includes more than eight dwellings shall have frontage on a public or private street. The primary entrance for each building shall face the street and direct pedestrian access shall be provided between the entrance and the street.
3. For horizontally attached dwellings, each unit shall have its own exterior entrance and a direct pedestrian connection shall be provided between the entrance and the nearest street. For developments that include more than eight units, each unit shall have frontage on a public or private street and the primary entrance to each unit shall face the street.
4. Primary building entrances shall incorporate a covered porch or landing with a minimum area of 20 square feet and a minimum depth of three feet;
5. A consolidated garbage and recycling area shall be provided and shall be screened from view in accordance with the applicable landscaping standard;
6. The maximum building length shall not exceed 180 feet.
7. Street facing facades of large multiunit buildings shall incorporate modulations at intervals of 60 feet or less as follows:
 - a. Each modulation shall have a minimum width of 15 feet and a minimum depth of 6 feet;
 - b. Balconies can be used to meet a portion of this requirement provided each balcony has an area of at least 80 square feet and a depth of at least 6 feet.
8. For the purpose of breaking up the vertical mass of buildings, the first floor of a multistory building shall be distinguished from the upper floors through the use of at least one of the following design elements:
 - a. Change in materials;
 - b. Change in color;
 - C. Molding or other horizontally distinguishing transition trim, treatment, or embellishment.
9. Each building shall include architectural design elements or materials intended to break up the mass of the building and provide greater compatibility with the scale and appearance of surrounding residential structures. At a minimum all buildings must incorporate at least two of the following design elements:

a. Changes in the roofline at intervals of no more than 30 feet, such as variations in roof pitch, height, overhangs, projections, or extended eaves;

c. Include at least two dormers with a minimum width of three feet;

d. Include at least two balconies on front façade. Balconies shall have a minimum depth of 6 feet between the building wall and the balcony railing;

e. For buildings with more than one floor, reduce the area of the upper floor so that its area is less than that of the first floor. To receive credit for this design element, the front building wall on the upper floor shall be stepped back from the first floor a minimum of two feet. The portion of upper floor stepped back from the first floor shall have a minimum width of eight feet. Uncovered, or covered unenclosed, balconies can be used to receive credit for this design element provided they satisfy the minimum dimensional requirements of this provision.

10. Transition areas. For developments that abut property zoned RD the following standards shall apply:

a. All residential buildings shall be setback at least 20 feet from parcels zoned RD. Any portion of a building higher than 25 feet or containing more than two stories shall be setback at least 40 feet from parcels zoned RD.

b. Balconies that face a parcel zoned RD shall be faced with a material such as frosted or opaque glass to provide visual privacy.

c. Parking spaces and access roads shall not be located within 20 feet of a parcel zoned RD.

d. A landscaped buffer shall be provided in accordance with the requirements of Chapter 17.X.

K. Nonresidential uses.

L. Manufactured Homes. Manufactured homes may be placed on any lot in an MUR-1 zone where detached dwellings are permitted and regulated in accordance with the same standards and requirements applicable to site built detached homes, except that the following additional regulations shall apply. These standards and requirements do not apply to legally established, nonconforming manufactured homes or manufactured homes placed within a manufactured home park.

1. The manufactured home shall be set upon a permanent foundation, as specified by the manufacturer, and the space between the bottom of the home and the ground shall be enclosed by concrete or an approved concrete product which may be either load bearing or decorative;

2. The manufactured home shall have been originally constructed with and shall now have a composition or wood shake or shingle, coated metal, or similar roof of nominal 3:12 pitch;

3. The manufactured home shall have exterior siding similar in appearance to siding materials commonly used on conventional site-built uniform building code single-family residences;

4. The placement of the manufactured home shall be consistent with all other regulatory requirements generally

5. Manufactured homes shall comply with all of the regulatory requirements and permit processing procedures identified in the chapter for site built detached homes.

17.30.090 17.30.100 Development standards.

A. Lot Area and Dimension. The following requirements shall apply to land divisions and boundary line adjustments in the RA-2 zone except that cluster developments shall be subject to the standards in BMC 17.20.105.:

1. Minimum lot area: none.

2. Minimum lot width: none.

3. Minimum lot depth: none.

B. Minimum setback requirements.

1. Front: 10 feet

2. Street side: 10 feet

3. Side: 5 feet.

4. Rear: 10 feet.

5. Setback Exceptions:

a. When authorized pursuant to this chapter, no property line setback shall apply to the common walls of zero lot line structures or horizontally attached dwellings;

b. All other buildings and structures: see BMC 17.70.080.

C. Minimum building separation: 10 feet, except that when authorized pursuant to this Chapter no separation requirement shall apply between zero lot line structures and horizontally attached dwellings that share a common wall.

D. Maximum building and impervious surface coverage: 70 percent.

E. Maximum building height: 45 feet.

~~All structures, uses, and developments shall comply with the “development regulations” identified in the R-1 zone-~~

~~(BMC 17.15.100) except as follows:~~

~~A. Minimum lot area: 6,000 square feet. This requirement shall apply to land divisions and boundary line-~~

~~adjustments and not to the use of existing lots.~~

~~B. Minimum setback requirements: All buildings, structures, and development shall be subject to the minimum-~~

~~setback requirements identified in the R-1 zone (BMC 17.15.100).~~

~~C. Maximum Floor Area Ratio. Nonresidential buildings shall be limited to a maximum floor area ratio of one-~~
~~square foot of building floor area for every three square feet of lot area. Nonresidential buildings with greater floor-~~

~~area ratios may be approved through a conditional use permit process.~~

~~D. Maximum building height: 45 feet, except that spire, fleche, campanile or high nave, a dome and lantern, or a-~~

~~clock tower may exceed these limits if authorized by a conditional use permit.~~

~~E. Minimum Building Separation.~~

~~1. Between primary structures located on the same lot: 30 feet.~~

~~2. Between primary structures and accessory structures: 10 feet. (Ord. 1857 § 2 (Exh. B), 2018).~~

Note: contents of Chapter 17.35 are moved to 17.70 to consolidate all public use zones in a single location.

~~Chapter 17.35~~

~~OSP OPEN SPACE AND PARKS DISTRICT~~

~~Sections:~~

~~17.35.010 — Title.~~

~~17.35.020 — Application.~~

~~17.35.030 — Purpose.~~

~~17.35.040 — Authority.~~

~~17.35.050 — Permitted primary uses.~~

~~17.35.060 — Conditional uses.~~

~~17.35.070 — Permitted accessory uses.~~

~~17.35.080 — Development standards.~~

~~17.35.010 — Title.~~

~~This chapter shall be called “OSP Open Space and Parks District.” (Ord. 1857 § 2 (Exh. B), 2018).~~

~~17.35.020 — Application.~~

~~This chapter shall apply to all uses and developments in areas designated OSP. (Ord. 1857 § 2 (Exh. B), 2018).~~

~~17.35.030 — Purpose.~~

~~It is the purpose of this chapter to encourage desirable and appropriate land uses in areas of the city which by reason of location, soil, topographic or flooding characteristics, public ownership, wetlands, wildlife habitat, or values to the community for scenic, recreation, agricultural, forest, or open space, are not suited to intensive land development patterns as determined by the comprehensive plan and may require specific management or development techniques.~~

~~(Ord. 1857 § 2 (Exh. B), 2018).~~

~~17.35.040~~ Authority.

~~This chapter is adopted pursuant to the provisions of chapters 35A.63, 36.70A, and 36.70B RCW and other applicable laws. (Ord. 1857 § 2 (Exh. B), 2018).~~

~~17.35.050~~ Permitted primary uses.

~~Buildings, structures, and parcels of land shall only be used for the following, unless otherwise provided for in this title:~~

~~A. Agriculture, including crop land but specifically excluding livestock and poultry, machinery and equipment sheds or barns;~~

~~B. Conservation areas including forest, wetlands and wildlife preserves;~~

~~C. Parks, natural scenic areas, trails, walking and bicycle paths, excluding commercial amusement devices or operations;~~

~~D. Playgrounds or playfields;~~

~~E. Reclamation areas limited to soil, forest, wildlife, special flood risk or wetland;~~

~~F. Community centers, recreational buildings, band shells and similar facilities;~~

~~G. Existing agricultural uses;~~

~~H. Existing single family dwellings. (Ord. 1857 § 2 (Exh. B), 2018).~~

~~17.35.060 ——— Conditional uses.~~

~~The following uses may be permitted when a conditional use permit has been issued pursuant to the provisions of this code:~~

~~A. Uses similar to and compatible with permitted uses. Conditional uses may not decrease the openness or interfere with the scenic or habitat value of the land.~~

~~B. Installation of various public utilities into or across open space zones, and clearing of a vegetated natural area for one of the permitted uses listed above, subject to the following:~~

~~1. In addition to the conditional use criteria of BMC 14A.05.140, it shall be shown that the intrusion is necessary to provide services to the open space for public benefit or safety; or for physical or technical reasons, and that no reasonable alternative is practicable.~~

~~2. The design and plan shall create the minimum of surface and vegetation disturbance necessary to accomplish its purpose.~~

~~3. Undergrounding of utilities shall be encouraged and required where site characteristics are suitable.~~

~~C. Publicly owned golf courses and associated clubhouses. (Ord. 1857 § 2 (Exh. B), 2018).~~

~~17.35.070 ——— Permitted accessory uses.~~

~~A. Restrooms, storage buildings and refreshment stands associated with parks, playgrounds, and playfields;~~

~~B. Parking facilities to support a permitted use identified in this chapter. (Ord. 1857 § 2 (Exh. B), 2018).~~

~~17.35.080 ——— Development standards.~~

~~A. Lot Area and Dimension. The following requirements shall apply to land divisions and boundary line adjustments and not to the use of existing lots:~~

~~1. Minimum lot area: 40 acres.~~

~~2. Minimum lot width: none.~~

~~3. Minimum lot depth: none.~~

~~B. Minimum Setback Requirements.~~

~~1. Buildings and other structures shall be located a minimum of 50 feet from any lot in a residential zone.~~

~~2. Sports play areas and parking lots shall be located to minimize disruption of nearby residential uses.~~

~~C. Maximum building height: 20 feet. (Ord. 1857 § 2 (Exh. B), 2018).~~

Chapter 17.40

**MUR-2 – Mixed Use Residential Zone~~MR-NB MEDIUM DENSITY RESIDENTIAL AND-
NEIGHBORHOOD BUSINESS DISTRICT~~**

Sections:

- 17.40.010 Title.
- 17.40.020 Application.
- 17.40.030 Purpose.
- 17.40.040 Authority.
- 17.40.050 Primary permitted uses.
- 17.40.060 Permitted accessory uses.
- 17.40.070 Conditional uses.
- 17.40.080 ~~Additional General use~~ regulations.
- 17.40.090 ~~Development Design~~ standards.
- 17.40.100 Development standards.

17.40.010 Title.

~~This chapter shall be called “MR-NB Medium Density Residential and Neighborhood Business District.” (Ord. 1857 § 2 (Exh. B), 2018).~~
This chapter shall be called “MUR-2 – Mixed Use Residential Zone”

17.40.020 Application.

~~This chapter shall apply to all uses and developments in areas designated MR-NB. (Ord. 1857 § 2 (Exh. B), 2018).~~
This chapter shall apply to all uses and developments in areas zone MUR-2.

17.40.030 Purpose.

MUR-2 zone is intended to implement the MUR comprehensive plan designation by accommodating a mix of attached housing and commercial uses with an emphasis on residential uses. The MUR-1 zone is intended to create an environment that accommodates small scale, commercial activities such as offices, professional services, home businesses, art galleries, and other similar uses that generate limited traffic, pollution, and noise, and primarily operate during daytime business hours. This zone is also intended to accommodate small scale craft industries and trades that are compatible with residential uses such as contractor’s offices and craft industries. Permitted residential uses include a variety of higher density housing types including duplexes, townhomes, and multiunit buildings. The development standards and design regulations for the MUR-2 zone are intended to create a streetscape and environment that has more traditional urban characteristics than the City’s residential zones, including building set closer to the street, varied roof types, and intermittent commercial spaces, and to minimize conflicts between residential and non-residential uses. This area is intended to provide a mixed use zone for residences, business and other commercial uses that are not high traffic generators and that provide limited customer services on the premises, in areas that may already be mixed use in character because of a fragmented zoning pattern, or residential areas that are in transition as a result of changes in the arterial street network. Reuse of existing buildings is encouraged. This is a mixed use, medium density residential and neighborhood business district that allows more than one use on a lot, but requires that commercial uses be compatible with residential uses. (Ord. 1857 § 2 (Exh. B), 2018).

17.40.040 Authority.

This chapter is adopted pursuant to the provisions of chapters 35A.63, 36.70A, and 36.70B RCW and other applicable laws and regulations. (Ord. 1857 § 2 (Exh. B), 2018).

17.40.50 ~~17.40.050~~ —Primary permitted uses.

A. ~~A. Multifamily Duplex dwellings;~~

B. ~~Horizontally attached dwellings;~~

C. Medium multiunit buildings;

D. Boarding houses;

E. Commercial child daycare center;

F. Small utilities;

G. Private schools;

H. Meeting facilities;

I. Professional offices;

J. Personal services;

K. Specialized instruction;

L. Craft industries;

M. Contractor's offices;

N. Small eating and drinking establishments;

O. Small scale retail.

dwelling;

B. Art, music and dance studios;

C. Artisanal uses, such as photographer, artist studio dwelling;

D. Contractor's office and storage;

E. Laboratories, such as dental or soil testing;

F. Light industry;

G. Municipal parks and playgrounds;

H. Personal service uses such as barber and beauty shops;

I. Professional offices;

J. Fraternal organizations and religious facilities, existing;

K. Single family dwellings;

L. Two family dwellings;

M. Trades and subcontractors such as plumbing, electrical, HVAC;

N. Utilities;

O. Woodworking uses complying with the International Building Code exception from hazardous occupancies.
(Ord. 1857 § 2 (Exh. B), 2018).

17.40.060 Permitted accessory uses.

The following buildings, structures, and uses are permitted accessory uses in the MUR-2 zone. Accessory uses shall only be permitted when associated with, and incidental and subordinate to, a legally established primary use.

A. Normal residential appurtenances. The following uses and structures may be authorized as an accessory use in conjunction with a dwelling, multiunit building, or residential development: garages, recreation, exercise, or community rooms, manager's office, storage shed, noncommercial gardens and greenhouses, swimming pools, laundry rooms and facilities, decks, patios, driveways, on-site utilities and utility connections, fences, and solar panels;

B. Keeping of not more than six household pets, four of which may be dogs, kept in the home. This limit shall not include birds, fish or suckling young of pets;

C. Family day care services;

D. Foster family care services;

F. Telecommunication mini facility, subject to the following requirements:

1. The mini facility may be located on buildings and structures; provided, that the immediate interior wall or ceiling adjacent to the facility is not a designated residential space.
2. The mini facility shall be exempt from design review if the antenna and related components are the same color as the existing building, pole or support structure on which it is proposed to be located.
3. The shelter or cabinet used to house radio electronic equipment shall be contained wholly within a building or structure, or otherwise appropriately concealed, camouflaged or located underground.
4. Mini facilities shall comply with the height limitation specified for all zones except as follows: Omnidirectional antennas may exceed the height limitation by 10 feet, or in the case of nonconforming structures the antennas may extend 10 feet above the existing structure. Panel antennas may exceed the height limitation if affixed to the side of an existing nonconforming building and blends in architecturally with the building. Placement of an antenna on a nonconforming structure shall not be considered to be an expansion of the nonconforming structure.

G. Parking facilities:

H. Outdoor storage yards associated with a non-residential use.~~A. Outdoor storage that is screened with a solid fence and perimeter landscaping, accessory to the primary use;~~

~~B. Home occupations;~~

~~C. Family day care homes;~~

~~D. Automobile parking;~~

~~E. Foster family care homes associated with a single family dwelling;~~

~~F. Telecommunication mini facility, subject to the following requirements, except as limited by the Telecommunications Act of 1996 as amended:~~

- ~~1. The mini facility may be located on buildings and structures; provided, that the immediate interior wall or ceiling adjacent to the facility is not a designated residential space.~~
- ~~2. The mini facility shall be exempt from review by the community development director or designee if the antenna and related components are the same color as the existing building, pole or support structure on which it is proposed to be located.~~
- ~~3. The shelter or cabinet used to house radio electronic equipment shall be contained wholly within a building or structure, or otherwise appropriately concealed, camouflaged or located underground.~~
- ~~4. Mini facilities shall comply with the height limitation specified for all zones except as follows: Omnidirectional antennas may exceed the height limitation by 10 feet, or in the case of nonconforming structures the antennas may extend 10 feet above the existing structure. Panel antennas may exceed the height limitation if affixed to the side of an existing nonconforming building and blends in architecturally with the building. Placement of an antenna on a nonconforming structure shall not be considered to be an expansion of the nonconforming structure. (Ord. 1857 § 2 (Exh. B), 2018).~~

17.40.070 Conditional uses.

The following uses shall be considered conditional uses and shall require a conditional use permit:

A. ~~Detached dwellings;~~~~Eating and drinking establishments with less than 1,000 square feet of floor area;~~

B. ~~Commercial child day care center~~Large multiunit buildings;

C. ~~Fraternal organizations and religious facilities.~~ (Ord. 1857 § 2 (Exh. B), 2018)Medium utilities:

D. Minor industrial;

E. Medium scale retail;

F. Large nursing homes;

G. Laboratories and research facilities.

17.40.080 Additional General use regulations.

A. Uses generating noise levels incompatible with residential occupancy shall not be permitted and the following regulations shall apply to all uses:

1. Truck loading, deliveries, and other similar activities ~~and similar noisy~~ activities shall only be prohibited except between the hours of 7:00 a.m. ~~to and~~ 7:00 p.m.
2. Uses involving such as music, such as ~~and~~ dance studios or music classes, and uses that could potentially generate noise impacts, such as eating and drinking establishments and craft industries, shall be conducted in a fully enclosed building and an approved acoustical wall installed to prevent excessive noise at the property line, or if in a mixed use building, to provide a noise barrier between the commercial and residential occupancy. Construction techniques shall be employed to ensure sound transmission control ratings are compatible with mixed uses ~~a mixed use environment shall be required in construction.~~

B. ~~No on-site hazardous substance processing, and handling, and storage of hazardous materials,~~ including medical waste, is prohibited ~~or hazardous waste treatment and storage facilities shall be permitted, except for small quantities as minimally necessary when, unless clearly~~ incidental and secondary to a permitted use, ~~subject to the requirements of the International Fire Code.~~

~~C. Parking areas shall be fully screened from view and shall be landscaped in accordance with the requirements identified in chapter 17.80 BMC.~~ C. Outdoor storage shall only be permitted in an improved storage yards and shall be subject to the following standards:

1. Outdoor storage yards shall be secondary and incidental to a permitted use;
2. Must be paved with asphalt, concrete, or an approved permeable paving material;
3. In addition to any other standard prescribed in the landscaping section, outdoor storage yards shall be screened from view using a combination of fencing and landscaping;
4. Storage yards shall not be located between a building and the street, except on corner lots where storage yards may be located between a building and one street frontage if no feasible alternative exists;
4. Litter, trash, used appliances, used interior furnishings and discarded exterior furnishings and similar items are prohibited outdoors regardless of location.
5. Outdoor storage of junked, wrecked, or inoperable vehicles shall be prohibited.
6. Outdoor storage of any items that would be classified as a nuisance under Chapter 8.12 BMC is prohibited.
7. No trailer, recreational vehicle, boat, camping trailer, fifth wheel, camper, van, car, vehicle, or unoccupied mobile or manufactured home shall be used for storage purposes.

D. Drive-~~in~~ through uses are prohibited.

~~E. Parking area illumination shall be directed away from residential uses.~~E. The keeping of horses, cattle, mink, goats, foxes, hogs, roosters, or other domestic farm animals is prohibited, except up to four hens may be kept in the rear yard of a detached dwelling.

F. No trailer, recreational vehicle, boat, camping trailer, fifth wheel, camper, van, car, vehicle, or other similar type of mobile unit that is not a permanent structure attached to the ground, shall be used as a place of habitation or as a dwelling. Only site built structures which comply with all applicable building code requirements and manufactured or modular homes which meet applicable state or federal standards for use as a dwelling unit may be used as a place of habitation or as a dwelling.

G. Heat pumps or other noise-producing mechanical equipment shall not be located within 10 feet of a property line abutting another lot and all equipment shall be equipped with a noise-baffling screen so that there shall be no audible sound at the property line.

17.40.090 Design standards.

A. Parking facilities and access.

1. Where alley access is available, off street parking spaces and garages shall be accessed from the alley and no curb cuts shall be permitted. This requirement shall apply to all land divisions, the construction of new homes and buildings, and requests for new curb cuts;
2. Parking areas shall not be located between the building and the street and shall be fully screened from view using a combination of fencing and landscaping

B. Heat pumps and other mechanical equipment shall be located at least 10 feet from any property line adjoining another residential development or dwelling and all equipment shall be equipped with a noise-baffling screen so there is no audible sound at the property line. All such equipment shall be fully screened from view using landscaping or fencing. Rooftop mechanical equipment shall be fully screened from view.

C. The following exterior finishes and materials shall be prohibited:

1. Vinyl siding;
2. T-111 plywood;
3. Exterior insulation finishing system (EIFS).

D. New subdivisions or developments that will result in 40 or more lots or dwellings shall include a common open space area for outdoor recreation.

E. Detached dwellings. Detached dwellings shall only be permitted in the following circumstances:

7. On existing lots that have an area of 4,000 square feet or less;
8. In a cottage development with a gross density of at 15 units per acre;
9. As part of a development with a mix of building types that has a gross density of 15 units per acre.

F. Multiunit and horizontally attached dwellings.

1. Large multiunit buildings and buildings in any development that includes more than eight dwellings shall be designed by a licensed architect and detailed elevation drawings shall be provided with the land use permit application;
2. Multiunit buildings shall have frontage on a public or private street. The primary entrance for each building shall face the street and direct pedestrian access shall be provided between the entrance and the street.

3. For horizontally attached dwellings, each unit shall have its own exterior entrance and a direct pedestrian connection shall be provided between the entrance and the nearest street. For developments that include more than eight units, each unit shall have frontage on a public or private street and the primary entrance to each unit shall face the street.

4. Primary building entrances shall incorporate a covered porch or landing with a minimum area of 20 square feet and a minimum depth of three feet;

5. A consolidated garbage and recycling area shall be provided and shall be screened from view in accordance with the applicable landscaping standard;

6. The maximum building length shall not exceed 180 feet.

7. Street facing facades of large multiunit buildings shall incorporate modulations at intervals of 60 feet or less as follows:

a. Each modulation shall have a minimum width of 15 feet and a minimum depth of 6 feet;

b. Balconies can be used to meet a portion of this requirement provided each balcony has an area of at least 80 square feet and a depth of at least 6 feet.

8. For the purpose of breaking up the vertical mass of buildings, the first floor of a multistory building shall be distinguished from the upper floors through the use of at least one of the following design elements:

a. Change in materials;

b. Change in color;

c. Molding or other horizontally distinguishing transition trim, treatment, or embellishment.

9. Each building shall include architectural design elements or materials intended to break up the mass of the building and provide greater compatibility with the scale and appearance of surrounding residential structures. At a minimum all buildings must incorporate at least two of the following design elements:

a. Changes in the roofline at intervals of no more than 30 feet, such as variations in roof pitch, overhangs, projections, or extended eaves;

c. Include at least two dormers with a minimum width of three feet;

d. Include at least two balconies on front façade. Balconies shall have a minimum depth of 6 feet between the building wall and the balcony railing;

e. For buildings with more than one floor, reduce the area of the upper floor so that its area is less than that of the first floor. To receive credit for this design element, the front building wall on the upper floor shall be stepped back from the first floor a minimum of two feet. The portion of upper floor stepped back from the first floor shall have a minimum width of eight feet. Uncovered, or covered unenclosed, balconies can be used to receive credit for this design element provided they satisfy the minimum dimensional requirements of this provision.

10. Transition areas. For developments that abut property zoned RD the following standards shall apply:

a. All residential buildings shall be setback at least 20 feet from parcels zoned RD. Any portion of a building higher than 25 feet or containing more than two stories shall be setback at least 40 feet from parcels zoned RD.

b. Balconies that face a parcel zoned RD shall be faced with a material such as frosted or opaque glass to provide visual privacy.

c. Parking spaces and access roads shall not be located within 20 feet of a parcel zoned RD.

d. A landscaped buffer shall be provided in accordance with the requirements of Chapter 17.X.

K. Nonresidential uses.

L. Manufactured Homes. Manufactured homes may be placed on any lot in an RA-2 zone where detached dwellings are permitted and regulated in accordance with the same standards and requirements applicable to site built detached homes, except that the following additional regulations shall apply. These standards and requirements do not apply to legally established, nonconforming manufactured homes or manufactured homes placed within a manufactured home park.

1. The manufactured home shall be set upon a permanent foundation, as specified by the manufacturer, and the space between the bottom of the home and the ground shall be enclosed by concrete or an approved concrete product which may be either load bearing or decorative;

2. The manufactured home shall have been originally constructed with and shall now have a composition or wood shake or shingle, coated metal, or similar roof of nominal 3:12 pitch;

3. The manufactured home shall have exterior siding similar in appearance to siding materials commonly used on conventional site-built uniform building code single-family residences;

4. The placement of the manufactured home shall be consistent with all other regulatory requirements generally

5. Manufactured homes shall comply with all of the regulatory requirements and permit processing procedures identified in the chapter for site built detached homes.

~~F. Assembly uses shall require approval from the planning, police and fire departments for all special events. (Ord. 1857 § 2 (Exh. B), 2018).~~

17.40.090100 Development standards.

A. Lot Area and Dimension.

1. Minimum lot area: none.
2. Minimum lot width: none.
3. Minimum lot depth: none.

B. Maximum Density. New residential development, and the addition of dwelling units to existing residential structures, shall be subject to the following standards:

1. Dwelling Units per Building. A multifamily building shall not contain more than eight dwelling units;
2. Maximum Density. ~~The maximum permissible density for multifamily development shall be calculated as follows: one unit per lot plus one additional unit for every 3,000 square feet of lot area; provided, that additional density may be permitted through the agricultural heritage credit program~~One residential building per lot.

C. Minimum Setback Requirements.

1. Front: ~~17~~10 feet.
2. Side: 5 feet.

Chapter 17.40 ~~MR-NB MEDIUM DENSITY-
RESIDENTIAL AND NEIGHBORHOOD BUSINESS-
DISTRICT~~MUR-2 – Mixed Use Residential Zone

3. Street: ~~20~~10 feet.

4. Rear: ~~10~~5 feet.

5. Setback Exceptions:

a. When authorized pursuant to this chapter, no property line setback shall apply to the common walls of zero lot line structures or horizontally attached dwellings;

b. All other buildings and structures: see BMC 17.70.080.

D. Minimum building separation: 10 feet, except that when authorized pursuant to this Chapter no separation requirement shall apply between zero lot line structures and horizontally attached dwellings that share a common wall.

~~5. Setback Exceptions. Buildings or structures which do not conform to the setback standards identified above may be expanded or modified; provided, that any wall or facade which extends into a required setback may be further extended along the established building line but may not extend further into the required setback;~~

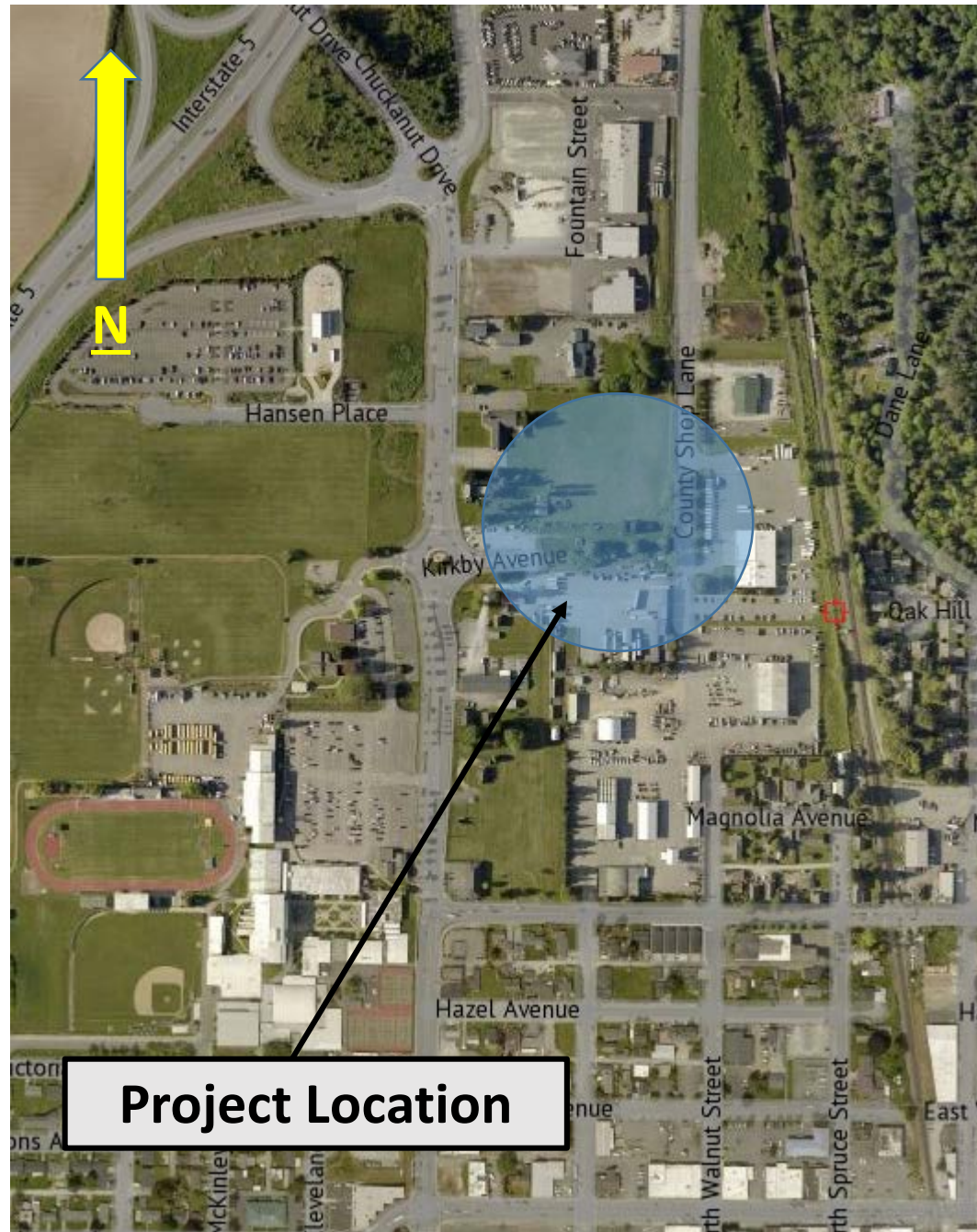
~~E~~D. Maximum building and impervious surface coverage: none.

~~F~~E. Maximum building height: ~~43~~5 feet. ~~(Ord. 1857 § 2 (Exh. B), 2018).~~

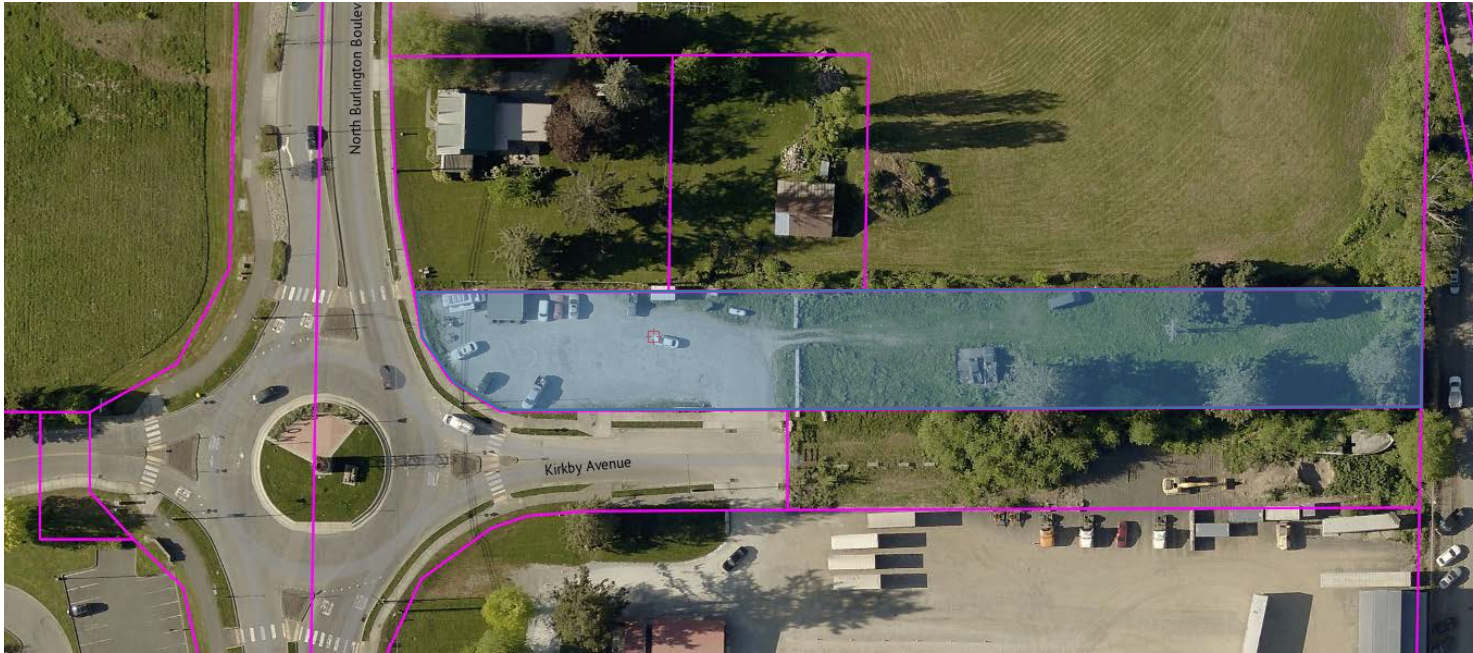
SUGGESTED COUNCIL MOTION LANGUAGE

N/A – No action required

Tacos Tecalitlan



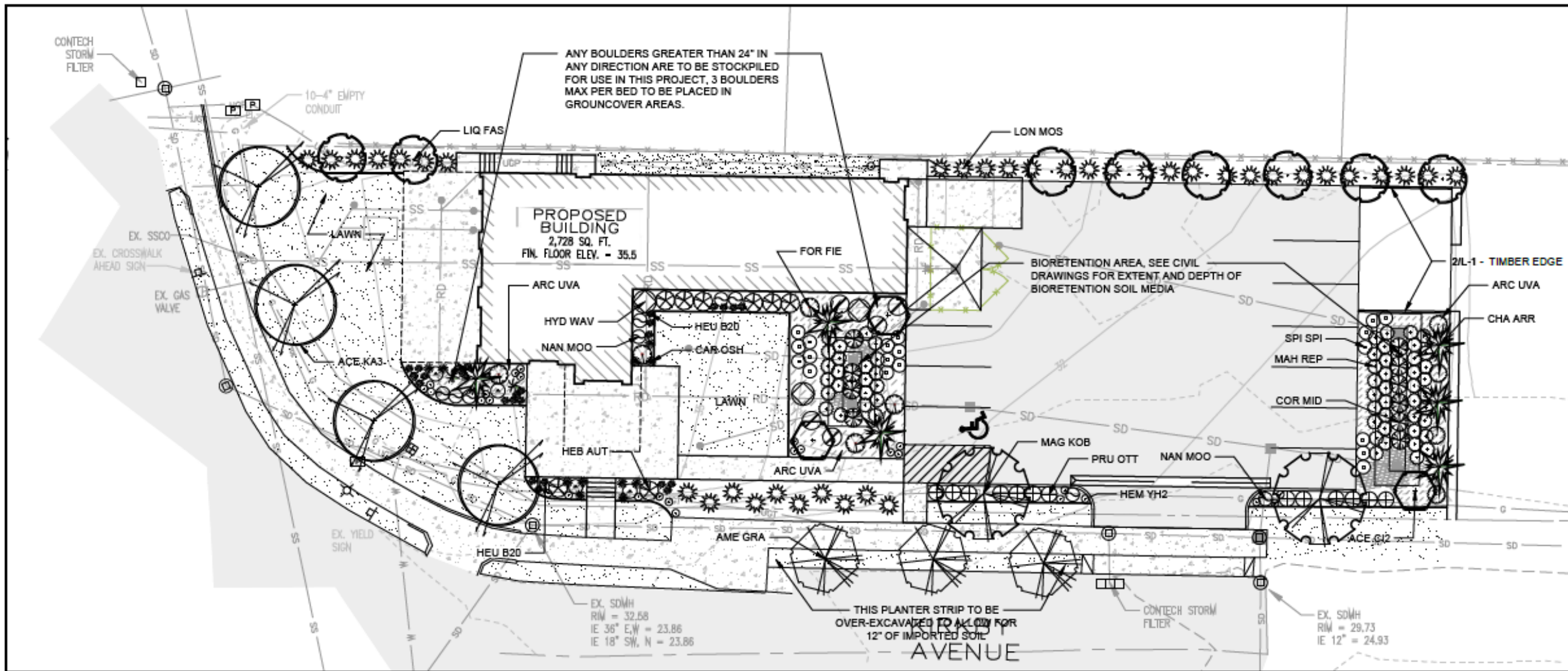
Starting Conditions:



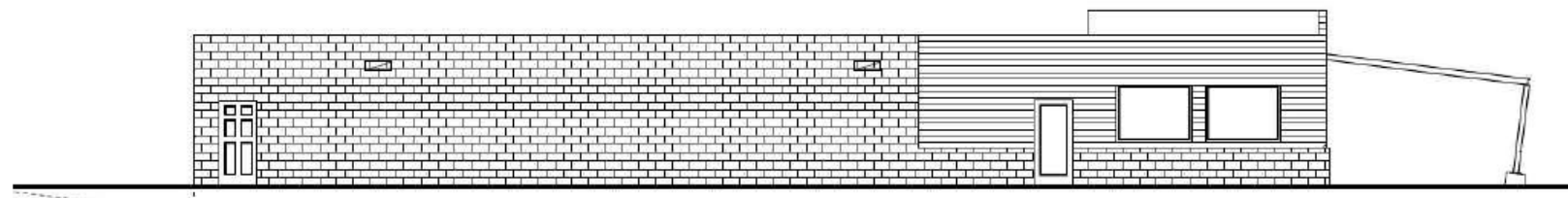
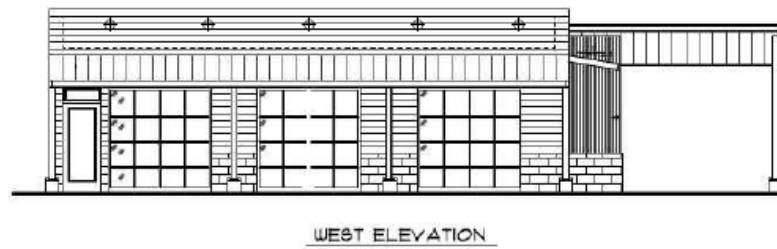
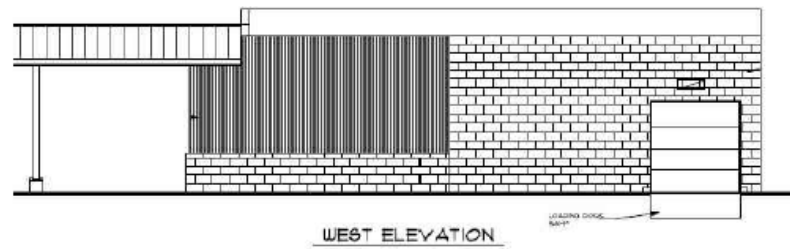
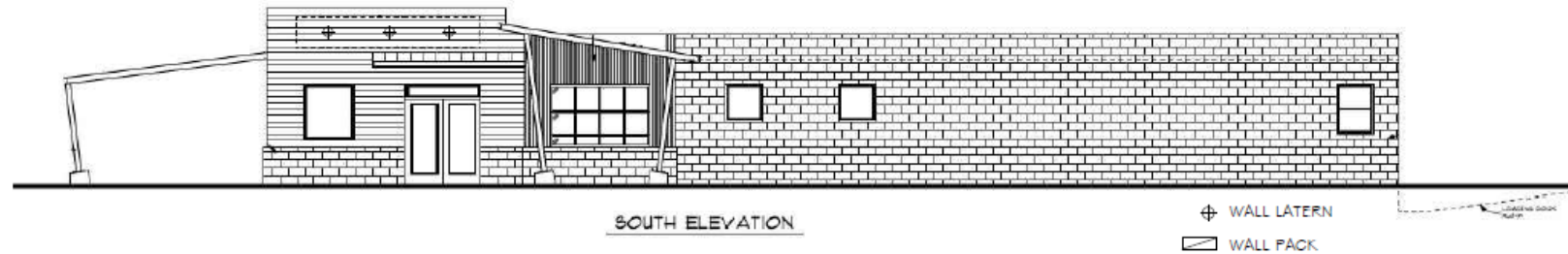
Project Facts:

- Summary: Small restaurant
- Lot size:
 - 44,272 square feet – only 37 percent of the site (7,989 square feet) is being developed
- Building size:
 - 2,728 square feet
- Location:
 - Key entrance to Burlington
 - Many other parcels in the area with development potential
 - 1/4 mile to high school

Site Plan:



Building:



Of the 2 primary command vehicles currently being operated for emergency response, the need to replace the 2003 Chevy Tahoe was previously identified, and scheduled for 2018. At that time, the more immediate need was to replace the Ladder truck, and subsequent budgetary constraints, necessitated that the replacement be pushed out to 2020. The impacts of COVID, and the planned addition of a new EMS command vehicle through the CIP process further extended the replacement of this vehicle to 2022.

Recently this Tahoe experienced a significant mechanical failure of the engine heads. A mechanic determined that radiator fluid is escaping the coolant system and entering the internal components of the motor and mixing with the oil. Three estimates for repair were solicited, and returned an estimated cost ranging from \$3900-\$5000. The repair of the 2003 Tahoe is not recommended by staff, as the vehicle is 18yrs old and has other underlying electrical and mechanical issues that need to be addressed if it is to remain in service for emergency response mode. The repairs are more than the vehicle is worth and is not a good use of funds.

The 2003 Tahoe is planned to be replaced with a pickup truck instead of an SUV. This vehicle is assigned to the Assistant Fire Chief who oversees Operations and Training. The vehicles primary use would be for commanding of emergency incidents, transporting of training supplies, equipment and personnel. The vehicle would also be capable of towing the heavy foam trailer, EMS trailer, and other emergency and educational equipment used by the fire department.

ALTERNATIVES CONSIDERED

1. **Repair 2004 Chevrolet Tahoe:** Make needed repairs to the 2003 Chevrolet Tahoe. The average of the estimates (attached) to repair the heads is \$4295.00.

The trade in value of a 2003 Chevrolet Tahoe, in fair condition based on Kelly Blue Book is \$2544. Fair condition is defined by Kelly Blue Book as: Has cosmetic issues with minor mechanical. Kelly Blue Book and NADA do not offer a value on poor condition as defined with major mechanical issues which is what the Tahoe has. The Tahoe also has electrical issues as well. In January of 2021 the vehicle was taken to the shop for melted electrical connection to the driver's headlight and the emergency lights do not work all of the time (unable to trace source of issue).

The repair of the Chevrolet Tahoe is not recommended by staff as the vehicle has other underlying electrical and mechanical issues that need to be addressed if it will continue to be used for emergency response. The repairs are more simply than the vehicle is worth.

2. **Shopping locally new or used:** This option would require going out to bid. After researching vehicle pricing both locally and within 100 miles of the City of Burlington, the following was observed;

Purchasing a new command vehicle from a dealer not on state bid is cost prohibitive. The vehicles available at the time of research were on average \$10,000 to \$20,000 more than state bid without Lights, radios, graphics and add on(s). The cost was based on researching similar type vehicles that would be available on state bid. Typically consumer vehicles come with more amenities than standard state bid vehicles. In an attempt to reduce cost, we looked at ½ -ton pickups and found them to be as popular or more than the ¾-ton pickups. We then researched used ¾-ton and ½-ton pickups utilizing local dealers and within 100 miles of the City of Burlington. We found that used pickup trucks newer than 2018 were more expensive than state bid.

3. **New Purchase - State Bid:** The state bid process is currently open. The Chevrolet line of pickup is already closed for 2021. Ford has extended their open period to March 31, 2021 and Dodge currently does not have a closing date. Quotes were created for both the Ford & Dodge ½ and ¾ ton 4 door, 4WD pickups. After consideration of long term operation and maintenance costs, we focused our attention solely on the ½ ton vehicles.

Below is the comparison of the two vehicles:

State Bid vehicles:

1/2-ton Dodge Ram 1500

6.4-foot bed

4-door crew cab

4-wheel drive

40-20-40 split front seat for radio console

Base price: \$24,190.00

Add on(s): \$ 7,440.00

Tax Included \$ 3,194.63

Total state bid price: \$34,824.63

Emergency package: \$20,324.30

Canopy (Century Ultra): \$ 2,852.00

Add on(s): \$ 1,600.00

Graphics: \$ 3,415.36

Total cost: \$63,516.29

1/2-ton Ford F150

6.4-foot bed

4-door crew cab

4-wheel drive

40-20-40 split front seat for radio

Base Price: \$25,522.00

Add on(s): \$ 9,205.00

Tax Included: \$ 2,917.07

Total state bid price: \$37,644.07

Emergency Package: \$20,324.30

Canopy (Century Ultra) \$ 2,852.00

Add on(s): \$ 2,100.00

Graphics: \$ 3,415.36

Total Cost: \$66,335.73

The emergency lighting package meets NFPA requirements for emergency warning lights. The lighting package also includes all radios, antennas and mounting (turnkey ready). Same style canopy fits either pickup. Add on(s) such as floor mats, tow pkg. etc., varied in price depending in the standard equipment for each manufacturer. Graphics package meets current FD standard.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The 2003 Tahoe is currently scheduled for replacement in 2022 at \$65,000. This purchase would move the purchase cycle ahead 1 year and will be purchased with existing funds from the ER&R Fund 501. The state contract quote for the lower priced Dodge ½ ton pickup is \$34,824.63 plus estimates for emergency response equipment totaling \$63,516.29. This constitutes a \$1483.71 savings from the budgeted amount.

LEGAL ASPECTS – LEGAL REVIEW

No legal issues have been identified.

STAFF RECOMMENDATION

Staff recommends approval to purchase the 2021 Dodge Pickup truck from the state contract, and associated equipment totaling \$63,516.29.

SUGGESTED COUNCIL MOTION LANGUAGE

I make a motion to approve the purchase of the 2021 Dodge Pickup truck from the state contract.

Steve Riggs

From: NOREPLY@des.wa.gov
Sent: Monday, February 1, 2021 10:14 AM
To: Steve Riggs
Cc: noreply@des.wa.gov
Subject: Vehicle Quote - 2021-2-4 - BURLINGTON, CITY OF - 22902

Vehicle Quote Number: 2021-2-4

[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: Northsound Dwayne Lane (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: stever@burlingtonwa.gov

Quote Notes:
Vehicle Location: BURLINGTON

DODGE

Color Options & Qty

ExtraCost-Case IH Red (P61) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0858-001	2021 Dodge Ram 1500 Classic 4WD	1	\$24,190.00	\$24,190.00
2021-0858-014	2021 Ram 1500 Classic Tradesman Crew Cab, Four Wheel Drive (4WD) (DS6L91) (26B) (149.5inch WB, 6ft 4in Box) with 5.7L V8 HEMI MDS VVT Engine (EZH), 8-spd Auto 8HP70 Trans (DFK) and 3.55 Axle Ratio (DMD). Includes Power Windows and Locks with NO Remotes, and Power Heated Mirrors.	1	\$4,900.00	\$4,900.00
2021-0858-018	For Quad and Crew Cabs Only. Cloth 40/20/40 Bench Seat/Black/Diesel Gray for Quad and Crew Cab (*V9/-X8): Includes 40/20/40 Split Bench Seat (CBE), Front Armrest w/Three Cupholders (CDR), Manual Adjust Seats (JP8), and Rear Folding Seat (CFM).	1	\$315.00	\$315.00
2021-0858-028	Front and Rear Rubber Floor Mats (CLF). Requires Carpeted Floor Covering (CKE) or Popular Equipment Group (AJY) and Cloth 40/20/40 Bench Seat (*V9/-X8). Only available with Quad and Crew Cabs.	1	\$135.00	\$135.00
2021-0858-033	For Quad and Crew Cabs only. Trailer Tow Group (AHC): Includes Tow Hitch, Class IV Receiver Hitch (XFH), Trailer Brake Control (XHC), Power Black Trailer Mirrors with Supplemental Signals (GPG).	1	\$560.00	\$560.00
2021-0858-036	Anti-Spin Differential Rear Axle (DSA).	1	\$495.00	\$495.00
2021-0858-038	3.92 Rear Axle Ratio (DMH). Only available with 5.7L HEMI V8 Engine (EZH).	1	\$95.00	\$95.00
2021-0858-053	Tire Upgrade LT265/70R17E BSW All Terrain Tires (TTB).	1	\$250.00	\$250.00

See Reverse for total

2021-0858-056 Engine Block Heater (NHK).	1	\$95.00	\$95.00
2021-0858-062 Spray in Bedliner (XMF).	1	\$595.00	\$595.00

Quote Totals

		Total Vehicles:	1
		Sub Total:	\$31,630.00
		10.1 % Sales Tax:	\$3,194.63
		Quote Total:	\$34,824.63

Steve Riggs

From: NOREPLY@des.wa.gov
Sent: Monday, February 1, 2021 10:37 AM
To: Steve Riggs
Cc: noreply@des.wa.gov
Subject: Vehicle Quote - 2021-2-5 - BURLINGTON, CITY OF - 22902

Vehicle Quote Number: 2021-2-5

[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: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghuisen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: BURLINGTON, CITY OF - 22902

Email: stever@burlingtonwa.gov

Quote Notes:

Vehicle Location: BURLINGTON

FORD

Color Options & Qty

Race Red (PQ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0830-001	2021 Ford F150 4WD	1	\$25,522.00	\$25,522.00
2021-0830-015	CREW Cab, 4WD, 157WB, 6.5 ft box, 5.0L V8 Engine (395HP) (16/22/18 MPG) (5.0L V8 is std with 157WB 4WD) (7150# GVWR, 2080# Payload, 3.31 RAR) (NEW: Crew Cab includes contents of Power Equipment Group) (W1E/100A/995/44G/157WB/413)	1	\$7,033.00	\$7,033.00
2021-0830-114	Spray-In Bedliner (factory) (96W)	1	\$570.00	\$570.00
2021-0830-120	Engine Block Heater (41H)	1	\$87.00	\$87.00
2021-0830-123	Electronic Locking Rear Axle, 3.73 RAR (XL6) (Contact dealer for availability)	1	\$544.00	\$544.00
2021-0830-150	XLT Only - LT265/70R 17E BSW all-terrain tires (Not available w/ 3.0L Diesel Engine #991) (T7C)	1	\$283.00	\$283.00
2021-0830-209	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$120.00	\$120.00
2021-0830-210	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (Ext/Crew Cabs) (DLR)	1	\$100.00	\$100.00
2021-0830-223	SPRAY-IN Bedliner (Line-X) (DLR)	1	\$468.00	\$468.00

Quote Totals

Total Vehicles: 1

Sub Total: \$34,727.00

8.4 % Sales Tax: \$2,917.07

Quote Total: \$37,644.07

Evaluation Factors		Points Criteria											
Age	One point for every year of chronological age, based on in-service date.	<u>1811</u> 2009	<u>1812</u> 2003	<u>1815</u> 2018	<u>AMB61</u> 2009	<u>AMB62</u> 2014	<u>AMB63</u> 2018	<u>Tahoe</u> 2003	<u>Tahoe</u> 2009	<u>F250</u> 1999	<u>FLSE</u> 2013	<u>LTI 1996</u>	
Miles/Hours	One point for each 10,000 miles or 1,000 engine hours of use.	12	18	3	12	7	3	18	12	19	8	25	
Type of Service	One, three, or five based on the type of service the unit is exposed to. Emergency Response apparatus would be assigned a five while a purely administrative vehicle would be assigned a one.	5	5	5	5	5	5	3	3	1	3	5	
Reliability	One, three, or five based on the frequency the vehicle is in the shop for repair. A five would be assigned to a vehicle in the shop two or more times per month on average, while a one would be assigned to a vehicle in the shop an average of once every three months or less.	3	3	2	3	3	3	1	1	1	1	5	
M&R Costs	One to five points are assigned based on total life M&R costs (not including repair of accident damage). A five is assigned to a vehicle with life M&R costs equal to or greater than the vehicle's original purchase price, while a one is given to a vehicle with life M&R costs equal to 20 percent or less than its original purchase cost.	-	-	1	-	-	-	-	-	-	-	-	
Condition	Overall condition including body, interior, rust, accident history, anticipated repairs, etc. A scale of one to five with five being poor condition.	3	3	1	3	3	2	5	3	3	3	3	
Point Ranges	Condition Description	29	34	13	33	32	19	37	26	34	22	39	
Under 18 points	Excellent												
18-22 points	Good												
23-27 points	Consider Replacement												
28 points or higher	Immediate Replacement												

Note: The above point values may NOT include Maintenance and Repair (M&R) Costs due to lack of sufficient data.

Note: The above point values may NOT include Maintenance and Repair (M&R) Costs due to lack of sufficient data.



ITEM #: 7

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: February 11, 2021

Subject: 2021 Senior Center Interlocal Agreement with
Skagit County

Submitted By: Greg Young – City Administrator

Attachments: 2021 Senior Center Agreement

Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The City of Burlington contract with the County Health Department for the provision of services at our Senior Center. This includes classes, support groups, meals, and other services.

These activities are supplied through an Interlocal Agreement which is up for renewal for 2021. This Agreement covers 2021 and the fee of \$13,327.00 represents a 3% increase over 2020.

ALTERNATIVES CONSIDERED

The City could choose to not renew this Agreement but we would need to determine if the services provided could be accomplished by the City or another service provider.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

As noted, the fee for 2021 is increased from last year but it has been included in the 2021 budget.

LEGAL ASPECTS – LEGAL REVIEW

None identified

STAFF RECOMMENDATION

Staff recommends that the Council approve the 2021 Interlocal Agreement

SUGGESTED COUNCIL MOTION LANGUAGE

“I move to approve the 2021 Senior Center Interlocal Agreement with Skagit County and authorize the Mayor to sign.”



Skagit County Public Health

Jennifer Johnson, Director
Howard Leibrand, M.D., Health Officer

August 23, 2019

Mayor Steve Sexton
City of Burlington
833 S. Spruce Street
Burlington, WA 98223

Re: Burlington Senior Center Funding

Dear Mayor Sexton:

I would like to thank you for your ongoing commitment to supporting Burlington's senior residents. Through Skagit County's partnership with the City of Burlington, we have been able to offer nutritious food, enrichment activities, and social supports to over 975 seniors every month. These services include Meals on Wheels (home-delivered meals), congregate meals and senior center programming. I am writing to request an increase of support for the growing needs of these seniors at the Burlington Senior Center.

Over the past 10 years, we have seen a 245% increase in home-delivered meals, 30% for congregate meals, and 121% for liquid meals. With a force of over 75 volunteers, the Burlington Senior Center supports the needs of our local seniors. Currently, we provide a wide variety of enrichment activities including classes, tax support, music, arts and crafts, support groups, and educational opportunities.

Our Meals on Wheels (home delivered meals) program provides daily contact, annual home assessment visits, and a nutritious from scratch meal. Meals on Wheels is an effective solution to the three biggest threats to our seniors: inadequate nutrition, isolation and safety.

Additional financial commitment is needed to cover the costs of increased service levels. Skagit County Public Health requests a 3% increase in City funding for the 2020 contract and a 1.5% increase for each subsequent year. This increase will assist us in continuing to provide Burlington seniors a place to maintain their independence and enjoy life.

Thank you for considering this funding request for the City of Burlington's 2020 budget. Please feel free to reach out to me if you have any questions or need any further information.

Sincerely,

Jennifer Johnson
Director of Skagit County Public Health

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County
AND
The City of Burlington

THIS AGREEMENT is made and entered into by and between the City of Burlington ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The County operates a **Senior Services Program, within the Skagit County Public Health Department**, and employs a staff of qualified and professional personnel to develop, direct and coordinate a comprehensive system for the delivery of services to seniors. For the purpose of this Agreement, a senior will be defined as any person 55 years of age or older. As a result of other contractual Agreements, some services may be limited to those over 60 years of age.

The City desires to enter into an Agreement whereby the County will provide to the City certain administrative and professional services and the City will pay for the services so performed. This Agreement is general in nature and reflects the broad responsibilities the County has for the provision of services to seniors.

2. **RESPONSIBILITIES:** It is agreed between the parties during the effective term of this Agreement, the County will provide administrative and professional services to the City; said services to consist primarily of the following **Program Services for seniors:**

A. Nutritional Services

1. **Congregate meals:** Hot, nutritionally balanced noon-time meals are served at the Senior Center.
2. **Home-delivered meals:** Individuals over the age of 60 who are homebound and unable to prepare meals for themselves or attend a Senior Center congregate meal service may have meals delivered to their homes. Volunteers deliver hot and frozen meals to homebound seniors on weekdays. Meal delivery can be a temporary or an on-going service especially helpful to individuals with disabilities or individuals recovering from illnesses. Staff members from the Skagit Nutrition Program make initial home visits to assess the extent of the need for home-delivered meal service, along with providing nutrition intervention when applicable. Meal delivery can be a temporary or on-going service, based on individual client needs. Annual assessments are conducted to reevaluate eligibility.
3. **Liquid Meal Supplement:** The Skagit Nutrition Program has Ensure Plus available at the Skagit County Senior Centers available to older adults. Ensure Plus is a high

calorie liquid food for use when extra calories and nutrients, but a normal concentration of protein, are needed. A prescription or written statement of need from a physician, registered nurse, or registered dietitian is required. Prescriptions can be kept on file with the nutrition program and must be renewed every 6 months.

B. Senior Center Program Services

1. The County provides comprehensive Senior Service programs at community focal points where older adults can conveniently access services and activities which support their independence, enhance their dignity, and encourage their involvement in and with their community. As part of a comprehensive community strategy to meet the needs of older persons, coordinated Senior Services programs will take place within and emanate from this facility. The Coordinator shall utilize local Senior Advisory Boards to assess needs and interests of local senior citizens in the formulation of programs.

C. Senior Center Operating Hours: 8:00 a.m. - 4:00 p.m. (Monday - Friday)

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1st, 2021 through December 31st, 2021.
4. MANNER OF FINANCING: The City shall pay for the services provided in this Agreement the sum of **thirteen thousand, three hundred and twenty-seven dollars (\$13,327.00)**. This amount reflects an offset of utility costs for the central kitchen and public WiFi. The County has established the following GL code(s) 118-various, and any other GL codes necessary, which shall be included on all billings or correspondence in connection therewith. One-fourth of the amount shall be due at the end of each quarter, that being March 31, June 30, September 30, December 31, 2021 and payable after submission of a voucher and processing in the manner provided by the City for processing voucher and issuing warrants thereon. The total amount may be paid at the first quarter as desired by the City.
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 County's representative shall be the Director of Public Health and the Senior Program Coordinator.
 - 5.2 City's representative shall be the City Administrator.
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. OPERATION:

- A. The County will be responsible for all related operational expenses associated in providing direct senior services as outlined in this Agreement. The City will provide an appropriate site for the delivery of Senior Center Services. Sites will be obtained through facility donations, building rental or acquisition. The City will be responsible for all costs associated with facility maintenance, utilities, repairs and custodial services to appropriate levels as determined by the City. The County will ensure that the site is maintained at a reasonable level of upkeep during normal, daily operations of the Senior Center. The County will be responsible for all costs incurred relating to the Senior Center telephone service.
- B. The signing of this intergovernmental Agreement provides for the delivery of Senior Services programs by Skagit County with the City furnishing space. It is agreed that the County shall have use of the multipurpose room, reception area, conference room, crafts room, and commercial kitchen, from 8:00 a.m. until 4:00 p.m., Monday through Friday. The conference room is also available for City use; whenever the City needs daytime use of the conference room, the City will contact the Senior Center Coordinator in order to coordinate the scheduling of its facility.
- C. It shall be the responsibility of the Senior Center Coordinator to contact City staff to request additional usage of the community room and/or community kitchen or request for additional Senior Center hours, no later than the third Monday of the month preceding the proposed use. City staff shall then check the community schedule for availability. If another group has not scheduled the facility, the space will be made available to the Center and placed on the facility calendar by City staff. The City agrees that for this additional use the County will not be charged.
- D. The City shall designate the Senior Center Coordinator's office to be used exclusively by program staff and volunteers on a 24-hour basis and will not rent this space to other groups during the duration of the Agreement.
- E. The City and County agree that the Burlington Community Center's commercial kitchen was designed to provide on-site meal preparation for senior meals. The City agrees to allow the County to operate a central kitchen in the Burlington Community Center on a long-term basis to meet this need.
- F. It is agreed that the County will be responsible for costs associated with the on-site meal preparation operations. Since the City will realize significant increases in utility costs associated with the central kitchen operation, the City and County agree that the County will be responsible for this increased cost. The requested payment for services in this Agreement is calculated to offset utility costs incurred by the central kitchen. The City agrees to not rent the commercial kitchen to any groups. Only community service groups who have scheduled fundraising events at the building may use the commercial kitchen. The Senior Nutrition Program Coordinator must be made aware of all community service group requests to use the commercial kitchen. Service groups approved to use the commercial kitchen must schedule and contract with the City for a Nutrition Program kitchen monitor.

- G. The City will focus and direct temporary and periodic usage of the facility by community groups towards the community room and community kitchen. The City may schedule other compatible community activities in the community room and community kitchen during the regular hours of Senior Center operations. The City will make the Senior Center Coordinator aware of all community group scheduling. The City will be responsible for setting and collecting fees and providing trained monitors for community usage. The City also agrees to retain all appropriate damage deposits and make associated repairs and cleaning. The Senior Nutrition Program shall be reimbursed for any damage or loss of kitchen equipment or utensils and food that results from community service groups use of the commercial kitchen. The City agrees to pay for all repairs and maintenance of the commercial kitchen equipment that is damaged by any community service group usage during the term of this Agreement. These procedures will allow for maximum use of the facility and promote diversity of programs, as well as be responsive to the general community needs.
- H. Janitorial and maintenance services for the Burlington Community Center, except for the commercial kitchen, are the responsibility of the City; maintenance and custodial services for the warming kitchen shall be the responsibility of the City. The County agrees to maintain a reasonable level of upkeep during normal operations of the Senior Center. The City will provide customary custodial services prior to the opening of the Senior Center at 8:00 a.m.
- I. Janitorial and maintenance including the repair and/or replacement of all items within the commercial kitchen situated within the Burlington Community Center shall be the responsibility of the County. The City shall have no authority to allow any third party to use the commercial kitchen. The County shall have sole authority to allow use of the commercial kitchen by any third party.
- J. All issues and concerns about the use of the Community Center shall be brought to the Burlington Parks Board for consideration and recommendation of approved usage.
8. **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 County by reason of entering into this contract except as expressly provided herein.
9. **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.

10. 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.
11. 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.
12. 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.
13. OTHER PROVISIONS:
 - A. REPORTS: County reports will be provided to the City on a quarterly basis. These reports will contain statistical information regarding the participation levels in senior service programs.
 - B. AUDITS: The City may audit the records to assure that it will receive full value in services for the consideration of services recited herein.

The City of Burlington:

Steve Sexton
Mayor, City of Burlington

Date: _____

Print Name: _____

City of Burlington
833 South Spruce Street
Burlington, WA 98233

DATED this ____ day of _____, 2020.

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

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Lisa Janicki, Commissioner

Clerk of the Board

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

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

STAFF RECOMMENDATION

Staff recommends that the Council approve the 2021 Agreement with the Economic Development Alliance of Skagit County

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to approve the 2021 EDASC Agreement and authorize the Mayor to sign."

**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, 2021 through December 31, 2021.

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 quarterly for payments of \$1,875 each for services. The City shall remit payment of said invoice within 30 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: Greg Young
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
CEO

Date

ALTERNATIVES CONSIDERED

- 1) Burlington Fire Department has reviewed options, to include continuing to obtain three quotes for every purchase within the BMC requirements, which creates an inefficiency of time and often redundant quote process.
- 2) Consider going through an RFP/ RFQ for EMS supplies, which has added cost due to time and requirements to go out for RFP/RFQ (development of bid specifications, development of awards process, cost of advertising, etc.) that would also likely result in the same or less favorable savings.
- 3) Consider reviewing and “piggybacking” on an ILA with a larger agency who may have already completed the RFP/RFQ process (that has “piggyback” language) with cost savings from RFP/RFQ process and resulting in better supply pricing.

During the course of following the guidance of the BMC, and obtaining quotes within those guidelines, we engaged discussion with City of Burlington Finance Department and other comparable organizations to look at options. Consideration was given to cost of EMS supplies in relation to the low thresh hold of the BMC in requiring quotes, with consideration also applied to the time and efficiency of personnel in acquiring what was already a known value of the items to associated vendors. Recommendations were made by Finance and other similar organizations to consider “piggybacking” onto a current or existing RFP/RFQ. Information was provided that Snohomish Fire District #7 had recently approved an RFQ with Bound Tree Medical that included an ILA for “piggybacking” onto their RFQ. That information has been obtained and reviewed and has met or exceeded cost savings for a significant number of items purchased for patient care.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The approval of this ILA with Snohomish Regional Fire Authority and the Adoption Agreement with Bound Tree Medical would allow for acquisition of EMS supplies at a savings in relation to other competing vendors. This also allows for savings of personnel cost through improved time and efficiency of operations. There are no foreseeable budget ramifications from signing this ILA or Supply Agreement, as it does not restrict us from purchasing from other vendors as needed and is without penalty to Burlington Fire.

LEGAL ASPECTS – LEGAL REVIEW

Legal review is required for this Interlocal Agreement and has been completed by City of Burlington legal department. Local agencies like Burlington are allowed to enter into “piggybacking” arrangements like this under the authority of RCW 39.34. This is a common practice used by smaller agencies in order to benefit from the resources and bargaining power of larger entities. In order to comply with the statute, the City must, at minimum, enter into the interlocal agreement, file the agreement with the County auditor and/or post it online, and comply with the terms and conditions of the host agency’s contract with the vendor.

STAFF RECOMMENDATION

The Burlington Fire Department would like to request the Mayor be approved to sign the Interlocal Purchasing Agreement that allows the City of Burlington “Cooperative Use” of Snohomish Regional Fire Authority (formerly Snohomish Fire District #7) RFQ that was awarded Bound Tree Medical. Further, we request that the Mayor be approved to sign the Adoption Agreement with Bound Tree Medical in conjunction with this Interlocal Purchasing Agreement.

SUGGESTED COUNCIL MOTION LANGUAGE

I make a motion that the City Council approve the Mayor to sign the Interlocal Agreement with Snohomish Regional Fire Authority for "Cooperative Use" of awarded RFQ to BoundTree Medical and the Adoption Agreement with Bound Tree Medical.

INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Agreement is entered into between the undersigned, municipal corporations.

It is the purpose of this Agreement to provide for the cooperative purchase of materials, supplies and equipment by the parties to this Agreement when determined by the legislative body of a participating party to be in the best interest of such party. This Agreement is entered into under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW.

It is agreed by the parties as follows:

1. **Term.** The term of this Agreement in respect to each party to this Agreement shall commence on the date of execution of the Agreement by that party and shall remain in effect until terminated by a party as provided in paragraph 5 of this Agreement.
2. **Cooperative Purchase.** Each party agrees to provide in bid proposals and specifications appropriate language to authorize and permit the other parties to the Agreement to purchase such materials, supplies and equipment under the terms and conditions of the purchase contract awarded by such party. Provided, however, the parties shall not be required to include such language when, in the sole discretion of the party going out to bid, the party determines that such language is not in the best interest of the party. The bid language to be included should be substantially as follows: “**Interlocal Bids.** Bids shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase through the bid proposal accepted.”
3. **Discretion.** The determination of whether or not any party to this Agreement shall purchase materials, supplies or equipment under the terms and conditions of any purchase contract available to, or entered into, by the other parties under a statutory bidding procedure shall be made by the legislative body of the party desiring to make such purchase.
3. **Financial Responsibility.** Each party shall remain financially responsible for the payment of the purchase price of all materials, supplies and equipment purchased and received by such party under the terms of this Agreement.
4. **Ownership.** Title to all items purchased by any party to this Agreement shall remain in the name of such party.
5. **Termination.** Any party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement 30 days written notice of such intent to terminate.
6. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this Agreement.
7. **Statutory Compliance.** Each party agrees to comply with the statutory bidding requirements applicable to such party when acting under this Agreement.
8. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement.
9. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

10. **Hold Harmless.** Each party shall indemnify, defend and hold the other party harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day
of _____, 2020.

APPROVED:

SNOHOMISH COUNTY
FIRE PROTECTION DISTRICT NO. 7

CITY OF BURLINGTON

Chair

Steve Sexton,
Mayor

Joe Stewart,
Finance Director

Approved as to form:

Leif Johnson
City Attorney

SUPPLY AGREEMENT

"Customer"

Name: City of Burlington Fire Department
Address: 350 E. Sharon Ave, Burlington WA 98233

Attention: Dan Laine
Telephone: 360-755-0261 ext. 7603
Facsimile: 360-755-9181
E-mail: danl@burlingtonwa.gov

"Company"

Bound Tree Medical, LLC
5000 Tuttle Crossing Boulevard
Dublin, Ohio 43016
Attention: President
Facsimile: 614.760.0533

This Supply Agreement (the "Agreement") is made this ____ day of February, 2021 (the "Effective Date") by and between Customer and Company.

1. **Scope of Agreement.** Subject to the terms and conditions set forth herein, Company shall make available for purchase the products set forth in Exhibit A ("Products") hereto to Customer. All terms and conditions of the Scope of Work which was attached to the requests for proposals issued by the Customer on or about September 13, 2019 (the "Scope of Work"), which Scope of Work is attached hereto as Exhibit B, are incorporated as if expressly set forth herein. To the extent any terms or conditions of this Agreement conflict with the Scope of Work attached hereto as Exhibit B, the terms and conditions of the Scope of Work shall prevail. However, to the extent any terms or conditions of the Scope of Work conflict with any terms or conditions in Company's bid submission, which was submitted to Customer on or about October 8, 2019 ("Bid Submission"), and attached as Exhibit C, the terms and conditions of the Bid Submission shall prevail.
2. **Term.** The term of this Agreement shall become effective as of the Effective Date and shall remain in full force for three (3) years after the Effective Date ("Initial Term") unless otherwise terminated in accordance with the provisions provided for herein. Any Renewals and/or Extensions of the Initial Term shall be as set forth on the Scope of Work."
3. **Product Orders and Quantity.** Customer shall submit a purchase order to Company for each order of Products hereunder, specifying the quantity and type of Product it is ordering. Terms or conditions beyond those contained in this Agreement and/or the Scope of Work on a purchase order submitted by Customer shall not be binding unless agreed to in writing by Company. Customer represents that all purchases under this Agreement are for Customer's "own use" and will not be sold or distributed to a third-party.
4. **Pricing, Invoices, and Payment Terms.**
 - a. Prices for Products are listed on Exhibit A. All pricing shall be firm for the Initial Term of the Agreement and any extensions or renewals thereof, subject to requests for price adjustments as set forth in the Scope of Work attached as Exhibit B.
 - b. Customer shall be responsible for the cost of all sales taxes that Company is required by law to collect from Customer. Payments for each order shall be made in U.S. dollars net 30 days from the date of invoice and shall be made via check, money order, wire transfer or ACH (and credit card payments will not be permitted or accepted).
5. **Rewards/Free Use Program.** In the event Customer participates in Company's Rewards or Free Use Programs, Customer agrees that the terms and conditions of this Agreement shall apply to those programs.
6. **UCaplt.**
 - a. Upon execution of this Agreement, Company will provide Customer with four (4) UCaplt Dispensing Systems and related software contingent upon Customer committing to a minimum annual spend of \$200,000. For each additional annual spend of \$50,000, Customer may be eligible for one (1) additional UCaplt Dispensing System and related software, which shall be determined based on the following factors: (i) Customer's estimated annual spend; (ii) a financial and sales review; and (iii) mutual agreement of both parties. Additional UCaplt Dispensing Systems and related software will be added through an amendment to this Agreement.

SUPPLY AGREEMENT

- b. During the term of this Agreement, if the Customer accepts the UCapIt system, Customer shall purchase from Company all of its requirements for the medical devices and pharmaceuticals listed in Exhibit A, including any product that is functionally equivalent to the Products. In the event Customer fails to strictly comply with the forgoing sentence (i) Customer must return the UCapIt Dispensing System(s) and related software to Company or (ii) Company may invoice Customer for the fees associated with the UCapIt Dispensing System(s) and related software at the cost listed in Exhibit D, if the applicable spend has not been met. Notwithstanding the foregoing, in the event of an emergency, national shortage, or other event out of Customer's control which prevents Company from timely being able to timely provide required medical devices and pharmaceuticals, the Customer shall be permitted to obtain the same from another source without violating this paragraph.
7. **Curaplex Comparison.** Company will provide a price comparison of Company's Curaplex products against the specified branded Products requested by Customer. Company also agrees to provide a reasonable amount of samples of any Curaplex products requested by Customer for Customer's review and evaluation. In the event Customer elects to purchase a Curaplex product, with mutual consent of the parties, the Curaplex product will be added to Exhibit A as a Product. Customer is under no obligation to purchase Curaplex products from the Company.
8. **Incentives.** Customer acknowledges that any incentive, discount, rebate, or reward offered under this Agreement constitutes a discount or reduction in price subject to Section 1128B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(a). Customer agrees that it shall disclose any such discounts or reductions in price under any state or federal program that provides cost or charge-based reimbursement to the Customer for the Products covered by this Agreement. If and to the extent any Product discounts, rebates or other purchasing incentives are earned by or granted to Customer and paid by Company (or, to the extent Customer is a member of a retail buying group with which Company has a relationship, as a part of such relationship), then applicable provisions of the Medicare/Medicaid and state health care fraud and abuse/antikickback Laws (collectively, "fraud and abuse laws") may require disclosure of the applicable price reduction on Customer's claims or cost reports for reimbursement from governmental or other third party health care programs or provider plans. The parties hereto shall comply with all applicable provisions of the fraud and abuse laws. Company shall provide the value of such discounts to Customer.
9. **Warranties.** Any warranty on the Products are those of the manufacturer and not of Company. COMPANY OFFERS NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This section shall also apply to both Products and Equipment, if any, placed under any Rewards/Free Use Program offered by Company.
10. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES.
11. **Shipping and Acceptance of Deliveries.** All Products shall be shipped FOB Origin (freight prepaid and add), with Company being responsible for freight and all other shipment and delivery costs, including, without limitation, packaging, carrier costs, and additional cost for expedited shipments. Customer shall report any nonconforming orders to Company within ten (10) days of delivery. If notice of non-conformity is not received, the order will be deemed accepted by Customer on the 10th day following delivery. Company shall have thirty (30) days to cure any nonconformity reported by Customer. Upon such cure, Products shall be deemed to be accepted by Customer.
12. **GPO Agreements.** In the event Customer is a member of group purchasing organization ("GPO") to which Company has a contract with relating to the supply of Products listed in Exhibit A, to the extent the terms of such GPO contract conflict with the terms of this Agreement, the terms of the GPO contract shall control.
13. **Adoption Agreements.** The parties acknowledge and agree that, because this Agreement was awarded through a competitive bid, other government entities or companies may agree to adopt the terms of this Agreement instead of soliciting its own bid for the Products. Those government entities or companies that wish to adopt the terms of the Agreement will be required to sign an Adoption Agreement similar to the attached Exhibit E. Upon signing the Adoption Agreement, all of the terms and condition of this Agreement, except for Section 6, will apply to the Adoption Agreement.
14. **Force Majeure.** In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the party invoking this Section, such party's

SUPPLY AGREEMENT

performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.

15. **Compliance with Law.** *Both parties shall comply with all laws, rules, and regulations applicable to this Agreement, including but not limited to all federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60 – 1.4. The parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. The parties shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.*
16. **Termination.** Either party may terminate this Agreement at any time if the other party: (a) ceases to function as a going concern in the normal course of business; (b) files for bankruptcy; or (c) becomes or is declared as insolvent. In the event a party hereto materially defaults in the performance of any of its duties or obligations hereunder, which default shall not be substantially cured within thirty (30) days after prior written notice is given to the defaulting party specifying the default, then the party not in default may, by giving written notice thereof to the defaulting party, terminate this Agreement for cause.
17. **Notices.** All notices required to be provided hereunder must be in writing and will be deemed to have been duly given only if delivered personally, by nationally recognized courier service or facsimile to the parties at the addresses or facsimile numbers set forth above. All such notices (i) if delivered personally or by nationally recognized courier service to the address as provided in this Section, shall be deemed given upon delivery, or (ii) if delivered by facsimile transmission to the facsimile number as provided in this Section, shall be deemed given upon receipt providing a copy of such notice is also immediately delivered personally or by overnight delivery service. Any party, from time to time, may change its address, facsimile number or other contact information required for notices by sending a change of address notice or other contact information using this notice procedure.
18. **Headings.** The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
19. **Assignment.** Customer shall not assign this Agreement, nor any rights, interests or obligation hereunder without the prior written consent of Company, which consent will not be unreasonably withheld. Company may assign this Agreement, or any of its rights, interests or obligations hereunder, in whole or in part, without Customer's consent (i) to any existing or future affiliate, subsidiary and/or parent company or (ii) in the case of a merger, acquisition, divestiture, consolidation or corporate reorganization (whether or not Company is the surviving entity). This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
20. **Relationship of Parties.** Company and Customer will at all times be independent contractors. Neither party will have any right, power or authority to enter into any agreement for or on behalf of, or to assume or incur any obligation or liabilities, express or implied, on behalf of or in the name of, the other party. This Agreement will not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party.
21. **Amendment.** No amendment, modification or change of this Agreement will be valid unless in writing and signed by an authorized representative of the party to be bound.
22. **Severability.** If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. If any such provision cannot be amended to reflect the intent of the parties, such provision shall thereby be deemed severed from the Agreement. The remaining provisions of this Agreement will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.
23. **Waiver.** The failure of either party to enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver to any extent of that party's right to assert or rely upon any provision of this Agreement or right in that or any other instance. A delay or omission by Customer or Company to exercise any right or power under this Agreement will not be construed to be a waiver of that right or power. Waiving one breach will not be construed to waive any succeeding breach. All waivers must be in writing and signed by the party waiving rights.

SUPPLY AGREEMENT

24. **Governing Law/Venue.** This Agreement will be governed by and construed in accordance with the applicable laws of Washington, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of the state courts in Snohomish County, Washington or the federal court in Seattle,, Washington. The substantially prevailing party in any such dispute shall be entitled to an award of its attorneys' fees and costs.
25. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.
26. **Entire Agreement.** This Agreement and each Exhibit attached hereto, constitutes the entire agreement of the parties, superseding all prior agreements and understandings as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary heretofore made.
27. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on its behalf by its duly authorized representative as set forth below.

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

BOUND TREE MEDICAL, LLC:

By: _____

Name: _____

Title: _____

Date: _____

SUPPLY AGREEMENT

EXHIBIT A Products and Pricing

SUPPLY AGREEMENT

EXHIBIT B

Scope of Work

SUPPLY AGREEMENT

EXHIBIT C

Bid Submission

SUPPLY AGREEMENT

EXHIBIT D

UCapIt Dispensing System(s) and Related Software

SUPPLY AGREEMENT

EXHIBIT E

Adoption Agreement

ADOPTION AGREEMENT

This Adoption Agreement dated as of this ____ day of ___, 2021 ("Effective Date") is entered into by and between Burlington Fire Department ("Customer"), having its principal place of business at 350 E. Sharon Ave., Burlington, Washington 98233, and Bound Tree Medical, LLC ("Company") having offices located at 5000 Tuttle Crossing Blvd, Dublin, Ohio 43016.

WHEREAS, Company responded to a bid solicitation from Snohomish County Fire District 7 and Lake Stevens Fire (collectively "Snohomish") to supply emergency medical supplies and pharmaceuticals.

WHEREAS, Snohomish awarded Company the business on or about October 30, 2019.

WHEREAS, Company and Snohomish entered into a Supply Agreement, effective as of December 10th, 2019 ("Supply Agreement").

WHEREAS, Company acknowledges that Customer desires to adopt the terms of the competitively bid Supply Agreement. Company agrees that Customer will be permitted to purchase products under the terms and conditions of this Adoption Agreement and the Supply Agreement.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein, Customer and Company hereby agree as follows.

1. **TERM**. The term of this Adoption Agreement shall commence as of the Effective Date and shall remain in full force and effect for 2 years ("Term"). Any termination of the Supply Agreement shall not impact the Term of this Adoption Agreement.
2. **SCOPE**. Company agrees that Customer will be permitted to purchase the products listed in Exhibit A of the Supply Agreement, under the terms and conditions of this Adoption Agreement and the Supply Agreement. In addition, Customer agrees to be bound by the terms of the Supply Agreement throughout the Term of this Adoption Agreement. Notwithstanding the forgoing, Section 4(a) "Pricing, Invoices, and Payment Terms" and Section 24 "Governing Law/Venue" of the Supply Agreement do not apply to this Adoption Agreement. In addition, Section 12, "Emergency Orders" and any pricing terms in the Scope of Work also do not apply to this Adoption Agreement.
3. **UCAPIT**. Upon execution of this Adoption Agreement, Company will provide Customer with one (1) UCapIt Dispensing System and related software contingent upon Customer reaching an annual net new spend of at least \$50,000. Meaning, if Customer is currently purchasing products from Company, Customer must spend an additional \$50,000 to receive one (1) UCapIt Dispensing System. For each additional spend of \$50,000, Customer may be eligible for one (1) additional UCapIt Dispensing System and related software, which shall be determined based on the following factors: (i) Customer's estimated annual spend; (ii) a financial and sales review; and (iii) mutual agreement of both parties. Additional UCapIt Dispensing Systems and related software will be added through an amendment to this Agreement. For purposes of clarity, this Section 3 supersedes Section 6(a) of the Supply Agreement.
4. **AMENDMENT TO SUPPLY AGREEMENT**. If the Supply Agreement, including any of the Exhibits, is amended, such amendment shall apply to this Adoption Agreement, unless the amendment frustrates or makes it impractical to carry out the terms of this Adoption Agreement. Notwithstanding the foregoing, if an amendment is made to the Supply Agreement the Customer shall have the right to terminate this Adoption Agreement for convenience no later than thirty (30) days after Company notifies Customer, in writing, of the amendment.
5. **CONFLICT**. In the event of a conflict between the Supply Agreement and this Adoption Agreement, the terms and conditions of this Adoption Agreement shall prevail.

6. **AUTHORITY.** Customer warrants and represents that it has the authority to bind itself to the terms and conditions of this Adoption Agreement and that by executing this Adoption Agreement it is indeed legally binding itself to this Adoption Agreement.
7. **ENTIRE AGREEMENT.** This Adoption Agreement and the Supply Agreement constitute the entire agreement of the parties, superseding all prior agreements and understandings as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary heretofore made.

EACH OF THE PARTIES hereto have caused this Adoption Agreement to be executed on its behalf by its duly authorized representative as of the date set forth below.

BURLINGTON FIRE DEPARTMENT

BOUND TREE MEDICAL, LLC

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____