

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
7:00 p.m. November 9, 2021
REMOTELY VIA TELEPHONE: 1-774-777-4255
CONFERENCE ID No.: 589-8786
WORKSHOP: NOVEMBER 18, 2021- 6 PM TO 9 PM- 2022 BUDGET

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, Luvera,
Morrison, Pulst, Rabenstein, Rogge, Schwetz, Stewart, Toth, Ward, and Young.

MINUTES:

[City Council Meeting October 14, 2021](#)
[City Council Meeting October 28, 2021](#)

AUDIT OF BILLS:

PUBLIC COMMENTS:

COUNCIL COMMENTS:

MAYOR'S UPDATE:

PROCLAMATION:

PRESENTATION:

COMMITTEE & BOARD REPORTS:

OFFICERS REPORTS:

UNFINISHED BUSINESS:

CONSENT AGENDA: [1\) Collective Bargaining Agreement between the City and Burlington Police Employees Guild](#)
[2\) Veterans Day Parade November 13, 2021](#)
[3\) Appointment of Cori Peck to the Parks & Recreation Advisory Board](#)

NEW BUSINESS: [1\) **PUBLIC HEARING:** 2022 Proposed \(Draft\) Budget](#)
[2\) Well Drilling to Support Interruptible Water Right for Skagit River Park](#)

DISCUSSION:

FUTURE WORKSHOP:

1) WORKSHOP - 2022 BUDGET

Tuesday, **November 9, 2021** @ 6:00PM
MEETING TO BE HELD REMOTELY
VIA TELEPHONE: 1-774-777-4255
CONFERENCE ID No.: 589-8786

EXECUTIVE SESSION:

ADJOURNMENT:

MEETINGS:

1) AUDIT & FINANCE COMMITTEE:

Tuesday November 9, 2021 4:00 p.m.
MEETING TO BE HELD REMOTELY
VIA TELEPHONE: 1-774-777-4255
CONFERENCE ID No.: 589-8786



FUTURE COUNCIL AGENDA

November 18, 2021 WORKSHOP – 6PM TO 9PM – 2022 BUDGET

Refined 2022 Budget – All Funds

2021/2022 Potential Uses for America Rescue Plan Act (ARPA) Dollars

Potential Staffing Changes

November 23, 2021 Council Meeting

6PM to 7PM – Final 2022 Budget – All Funds

Final Public Hearing – 2022 Budget

Ordinance Setting 2022 Property Tax Levy

Ordinance Adopting 2022 Budget

Ordinance Amending 2021 Budget

Presentation - Private Development in the City – Highlighting a Current Project – Comm. Dev Director

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

Revisions to Community Development Fee Schedule – Inflation Adjustment & Fee for Third Party Reviews

December 9, 2021 Council Meeting

Comprehensive Plan Update – Preliminary Adoption of Zoning Regulations – Parks & Conservation (PC-1 & PC-2) Zones

Comprehensive Plan Update – Preliminary Adoption of Zoning Regulations – Public Facilities & Transportation (PFT-1 & PFT-2) Zones

Comprehensive Plan Update – Preliminary Adoption of Updated “General Development Standards”

Comprehensive Plan Update – Preliminary Adoption of Updated Zoning Map

December 23, 2021 Council Meeting

Potentially Cancelled

January 13, 2022 Council Meeting

Presentation - Private Development in the City – Highlighting a Current Project – Comm. Dev Director

Presentation – Preliminary YE 2021 Financial Position – Cash Balances, Sales Tax, & Other Data

Council Committee Assignments

Mayor Pro Tem Appointment

January 27, 2022 Council Meeting

April 2022 – Update on Court Backlog

November 2021

November 2021							December 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	5	6	7	1	2	3	4
14	8	9	10	11	12	13	12	13	14	15	16	17	18
21	15	16	17	18	19	20	19	20	21	22	23	24	25
28	22	23	24	25	26	27	26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 31	Nov 1	2 6:00pm Library Board (Library Meeting Room)	3	4	5	6
7	8 6:00pm Parks Board (Zoom)	9 4:00pm Audit & Finance Committee 4:00pm Public Safety 6:00pm Workshop- 7:00pm Council Meeting	10	11	12	13
14	15	16 4:00pm Public Works Committee (Telephonic)	17 1:00pm SUSPENDED: SKAT Board 5:30pm Planning Commission (Council 7:00pm Planning	18 6:00pm Workshop- 2022 Budget (City Council Chambers)	19	20
21	22	23 4:00pm Audit & Finance Committee 4:00pm Homeless Transition Committee 7:00pm Council Meeting	24 9:00am Downtown Burlington Association (Visitor Information Center/Chamber of	25	26	27
28	29	30	Dec 1	2	3	4

December 2021

December 2021							January 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 28	29	30	Dec 1	2	3	4
5	6	7 6:00pm Library Board (Library Meeting Room)	8	9 4:00pm Audit & Finance Committee (Telephonic) 7:00pm Council Meeting (Council Chambers)	10	11
12	13	14 4:00pm Public Safety Committee (via Zoom) 5:30pm Parks Board (Zoom)	15 1:00pm SUSPENDED: SKAT Board 5:30pm Planning Commission (Council) 7:00pm Planning	16	17	18
19	20	21 4:00pm Public Works Committee (Telephonic)	22 9:00am Downtown Burlington Association (Visitor Information Center/Chamber of	23 4:00pm Audit & Finance (Telephonic) 7:00pm Council Meeting (Council Chambers)	24	25
26	27	28 4:00pm Homeless Transition Committee (Zoom)	29	30	31	Jan 1, 22

October 14, 2021

Mayor Steve Sexton called the meeting to order at 7:06 p.m. with the Pledge of Allegiance. Council members present: Bill Aslett, Keith Chaplin, Joe DeGloria, Rick DeGloria, Scott Green, Chris Loving, and James Stavig. Staff present: Janice Burwash, Leif Johnson, Mike Luvera, Kristen Morrison, Katie Olafson, Travis Schwetz, Joe Stewart, Sarah Ward, and Greg Young.

MINUTES:

A motion was made by **Councilors R. DeGloria/Loving** to approve the minutes of the September 9, 2021, City Council meeting. All in favor; motion carried.

AUDIT OF BILLS:

A motion was made by **Councilors Loving/Chaplin** to approve Accounts Payable invoices to be paid as of September 23, 2021, in the amount of \$344,840.59 and October 14, 2021, in the amount of \$378,660.10 and Payroll Expenses for Pay Period ending September 15, 2021, in the amount of \$722,839.49 and September 30, 2021, in the amount of \$519,999.17. All in favor; motion carried.

PUBLIC COMMENTS:

Margaret Wilson of **11096 View Ridge Drive** and President of the Genealogical Society spoke in favor of the Burlington Public Library upgrading their meeting room AV equipment to accommodate a hybrid of in-person and remote Zoom conferencing attendance. **Wilson** spoke of the growth the group has seen and cited many examples of how the audio equipment upgrade would benefit many groups that frequently use the meeting room space.

City Attorney Leif 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. Contact information for all the City Departments is available at www.burlingtonwa.gov.

COUNCIL COMMENTS:

Councilor Keith Chaplin attended the public policy listening session put on by the Latinx Advisory Committee where needs for housing, behavioral health, community services,

October 14, 2021

and childcare were discussed. **Chaplin** also shared about an upcoming Housing Consortium meeting he plans to attend.

Councilor James Stavig attended the Burlington Chamber of Commerce meeting via Zoom where **Mayor Sexton** gave a great presentation and suggested a similar presentation about updates on the “State of the City” be presented at City Council meetings periodically.

MAYOR’S UPDATE:

No Mayor’s Update.

SPECIAL PRESENTATION:

No Special Presentations.

PROCLAMATION:

No Proclamation.

COMMITTEE & BOARD REPORTS:

Councilor Keith Chaplin gave a brief update of the Parks and Recreation Advisory Board meeting. Topics of discussion included, field and turf management, parks signage on hold updates on the dog park development process and promoting the fireworks for the Harvest Festival in a broader way in upcoming years.

OFFICERS REPORTS:

City Administrator Greg Young spoke in favor of the progress made at the Council Retreat held in the previous month. Additionally **Young** shared the Canton parking lease agreement has officially gone on a month-to-month basis and the owners of the property are asking Council to consider an amount higher than \$800 a month. **Councilors Chaplin** and **Stavig** spoke in favor of a 3% inflation increase. A discussion was held amongst staff and Council. **Young** will communicate with the owners on Councils’ behalf and the topic will be brought back to Council in an upcoming meeting.

UNFINISHED BUSINESS:

No Unfinished Business.

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CONSENT AGENDA

No Consent Agenda.

NEW BUSINESS:

Public Hearing on 2022 Property Tax

Finance Director Joe Stewart explained the City of Burlington's 2022 property tax assessment needs to be set in time to be sent to the County for inclusion on the tax rolls. Before the Council decides on the preferred property tax assessment, the City is required to hold a public hearing to gain insight from interested citizens. A 1% increase has been built into the 2022 budget that will generate approximately \$27,000,000.00 over the prior year. The increase would help to offset inflation and other increases in operating costs.

Mayor Sexton opened the public hearing.

A motion was made by **Councilors Bill Aslett and Scott Green** to close the public hearing. All in favor; motion carried.

A brief discussion was held amongst Council and staff regarding the 1% property increase. **Councilor Bill Aslett** requested a comparison of other cities' property taxes be presented to Council as a reference. **Councilor James Stavig** spoke against the property tax increase. This topic will be brought back to Council for action in an upcoming meeting.

Library Bad Debt Write-Off

Library Director Sarah Ward stated, in reviewing patron accounts, it was discovered the library was not adhering to a Library Board policy to clear fines every seven years. A proposed ordinance was presented that would result in an amendment to the Burlington Municipal Code and conform to the Library Board policy concerning the write-off of these bad debt fines. The amount totals around \$69,000.00. **Councilor Bill Aslett** shared the fines being presented are very old as the library has not charged fines in several years. **Councilor Joe DeGloria** added he was on the Library Board when they stopped issuing fines eight years prior. Further discussion was held amongst staff and Council.

A motion was made by **Councilors Chaplin/Aslett** to approve the proposed ordinance and resulting amendment to the BMC and authorize the mayor's signature. All in favor; motion carried.

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Proposed Ordinance Repealing Burlington Municipal Code Section 2.44.030 Paid Holidays

Human Resources & Administrative Manager Kristen Morrison explained the observance of all/only state holidays referenced in the Burlington Municipal Code (BMC) Section 2.44.030, is not accurately reflected in the established practice of observing Christmas Eve (December 24); as a result, the BMC would need to be revised to reflect what is practiced and included in the City's Personnel Policy. The proposed ordinance addresses the changes necessary to reflect the state and federal holidays that have become recognized in the time since the most current Policy Manual update occurred. City staff is questioning the addition of Juneteenth to the schedule of observed employee holidays and the renaming of the day after Thanksgiving to Native American Heritage Day.

A motion was made by **Councilors Chaplin/R. DeGloria** to adopt the ordinance as written and authorize the mayor's signature. All in favor; motion carried.

Proposed Resolution Amending the City of Burlington Personnel Policy & Procedures Manual: Paid Holidays

Human Resources & Administrative Manager Kristen Morrison shared City staff seeks to reflect the holidays of Juneteenth and Native American Heritage Day in the City of Burlington Policy & Procedures Manual Chapter 9.6 "Paid Holidays" to reflect the state and federal holidays which have been established since the manual was last updated in 2014. The language "When New Year's Day falls on a Saturday, it shall be observed on a Monday, to ensure there is the appropriate number of holidays per calendar year." will be added to the City's Policy & Procedures Manual Chapter 9.6.

A motion was made by **Councilors Green/Loving** to approve the resolution as written and authorize the mayor's signature. All in favor; motion carried.

Resolution to Declare Certain Property as Surplus

Chief of Police Michael Luvera presented a resolution to authorize the sale of City surplus equipment and vehicles; a 2001 GMC Sonoma Pickup truck that is no longer operational.

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A motion was made by **Councilors Stavig/J. DeGloria** to approve the resolution declaring the property as surplus and authorize their sale. All in favor; motion carried.

Comprehensive Plan Update – Inter-Agency Agreement with WWU for Economic Development Element Work

City Administrator Greg Young shared the city is required by Washington State Law to periodically update its comprehensive plan. The last comprehensive plan update was due in June 2016. Due to the complexity of the project and limited Community Development staffing, the City has not completed the required update. As a result, the city has become ineligible for state-backed grants and other funding. To remain eligible for state funding it is imperative to complete the required comprehensive plan update as soon as possible. After exploring various options, including private sector consultants, Community Development has identified Western Washington University (WWU) Center for Business and Economic Research as the best available option to help complete the Economic Development Element of the Comprehensive Plan. A lengthy discussion was held amongst Council and staff.

A motion was made by **Councilors Stavig/J. DeGloria** to approve the attached inter-agency agreement with Western Washington University and authorize the mayor to sign the attached agreement. All in favor; motion carried.

Library AV Upgrades for Zoom Presentations

IT Director Geoff Hawes explained the library front meeting room is requiring AV upgrades to accommodate a hybrid of in-person and remote Zoom conferencing attendance. The upgrades will utilize some of the existing AV equipment and will add a Creston operator touch panel, along with 2 HD Zoom compatible cameras, one fixed camera facing the presenter in the north room, the other for the second half of the meeting room. These upgrades fit into the American Rescue Plan dollars and will have no cost to the city. **Councilor James Stavig** asked if there will be any additional costs for Zoom. **Hawes** shared any costs would be minimal.

A motion was made by **Councilors Chaplin/Stavig** to approve the Library Zoom AV upgrades as proposed by Dimensional Communications for approximately \$21,823.45 with tax. All in favor; motion carried.

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Professional Service Agreement: Townzen & Associates, Inc.

Human Resources & Administrative Manager Kristen Morrison explained, as of June 1, 2021, the City's Building Official position has been vacant. Despite comprehensive and far-reaching recruitment for the position, the city has not yet filled the position. For the time being, as the city re-evaluates the details associated with the position of Building Official, the recruitment process has been paused. City staff requested information from several firms that provide plan review services. After careful review, the city has selected, for recommendation to the Council, the best-qualified firm: Townzen & Associates, Inc. The city has previously utilized the services of Townzen & Associates, Inc. for sprinkler and alarm system review, and received satisfactory services.

A motion was made by **Councilors Chaplin/R. DeGloria** to approve the agreement with Townzen & Associates, Inc. for plan review services, and authorize the mayor's signature. All in favor; motion carried.

Placement of Building Official Position on Non-Represented Salary Schedule

Human Resources & Administrative Manager Kristen Morrison explained the city is required to provide the services of a Building Official and must be able to successfully recruit for the position. The Building Official position is currently on the City's Non-Represented Salary Schedule under Grade "L". Staff is proposing to adjust the schedule to include the position under Grade "M". By doing so, the salary of the position would be much closer to average. This would provide the city the opportunity to enter into recruitment efforts with an accurate and competitive wage, and to hopefully attract and hire a qualified candidate.

A motion was made by **Councilors Chaplin/R. DeGloria** to approve the placement of the Building Official position wage scale to Grade M of the Non-Represented Salary Schedule. All in favor; motion carried.

Addendum for Indigent Defense Services with Mount Vernon

City Administrator Greg Young shared the cities of Burlington and Mount Vernon currently share the expense for Indigent Defense Services which has been impacted by the current Pandemic. With the courts shuttered for some time, there has been a growing backlog of unresolved cases. Now that the courts are beginning to reopen, there is an increased need for these types of services – far above our current capacity. As a result,

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the city has reached out to the provider of these services (Mountain Law) to temporarily (up to one year) add personnel to address this backlog. Burlington's share is 40% of the costs, \$50,000.00 for 2022.

A motion was made by **Councilors Stavig/Green** to approve the Addendum to Contract for Indigent Defense Services and authorize the mayor's signature. All in favor; motion carried.

Public Defense Program Assistant Interlocal Agreement with the City of Mount Vernon

City Administrator Greg Young explained Burlington and Mount Vernon currently share the services of a Defense Program Assistant. This position is currently filled by **Juan Farias**. Both cities are very pleased with Juan's services and with his experience in the position and being bilingual in English and Spanish, **Farias** is very well suited to fill the needs of the position. The current Interlocal Agreement between Mount Vernon and Burlington has lapsed and both cities are interested in extending this Agreement into the future.

A motion was made by **Councilors R. DeGloria/Aslett** to approve the Interlocal Agreement with Mount Vernon for the services of a Defense Program Assistant and authorize the mayor to sign the Interlocal. All in favor; motion carried.

Lodging Tax Advisory Committee 2022 Grant Award Recommendations

City Administrator Greg Young shared, annually the Lodging Tax Advisory Committee solicits grant requests for projects that serve to increase, attract, or host tourism-related events and activities. Following presentations by the applicants, the Committee meets, discusses the requests, and formulates a recommended list of awards for Council consideration. The composition of the Lodging Tax Advisory Committee is dictated by State Law and must include representatives from the hotel industry in whose establishment guests pay the lodging tax to the city. The Council is not permitted to alter their recommended amounts but can refer the recommendations back to the Committee for further refinement should there be concerns.

A motion was made by **Councilors Chaplin/Stavig** to approve the 2022 Lodging Tax Grant requests as detailed in the Lodging Tax Advisory Committee recommended award list. All in favor; motion carried.

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Councilmember Salaries

City Administrator Greg Young stated staff had been asked to prepare an agenda item relating to the salary of City Council members. There are two options for changing Councilmember salaries. First, Council can adopt to increase salaries via ordinance, but any increase would not take effect until the next election. Secondly, the Council can form a Salary Commission which sets the salaries and whose salary increase would take effect immediately. **Councilor James Stavig, Councilor Keith Chaplin, Councilor Chris Loving,** and **Councilor Bill Aseltt** spoke in opposition to changing the salaries of the Councilmembers sharing their feelings that the current salary is extremely fair. **Councilor Rick DeGloria** spoke in favor of appointing a Salary Commission. **Councilor Joe DeGloria** and **Councilor Scott Green** spoke in favor of increasing the salary of the Councilmembers. A lengthy discussion was held amongst the Council.

A motion was made by **Councilors Green/J. DeGloria** to bring this item back to Council in 30 days. **Councilors Green, J. DeGloria** and **R. DeGloria** in favor. **Councilors Aslett, Chaplin, Loving,** and **Stavig** opposed. Motion failed.

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EXECUTIVE SESSION:

No Executive Session.

ADJOURNMENT:

Mayor Sexton adjourned the meeting at 9:15 p.m.

Joe Stewart
Finance Director

Steve Sexton
Mayor

October 28, 2021

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, Joe DeGloria, Scott Green, Chris Loving, and James Stavig. Staff present: Janice Burwash, Brian Dempsey, Don Erickson, Leif Johnson, Kristen Morrison, Marv Pulst, Travis Schwetz, Joe Stewart, Robert Toth, Sarah Ward, and Greg Young.

A motion to excuse Councilmember Rick DeGloria from the meeting was made by **Councilors Aslett/Green**; all in favor, motion carried.

MINUTES:

A motion was made by **Councilors Aslett/S. Green** to move the minutes of the October 14, 2021, City Council meeting forward as they were not included in the packet. All in favor; motion carried.

AUDIT OF BILLS:

A motion was made by **Councilors Loving/Chaplin** to approve Accounts Payable invoices to be paid as of October 28, 2021, in the amount of \$378,410.62 and Payroll Expenses for Pay Period ending October 15, 2021, in the amount of \$733,895.85. All in favor; motion carried.

PUBLIC COMMENTS:

City Attorney Leif Johnson stated that members of the public may submit comments or questions by mail to City Hall at 833 S. Spruce Street, Burlington WA 98233 ATTN: Greg Young, or by email to badministration@burlingtonwa.gov. Contact information for all the City Departments is available at www.burlingtonwa.gov.

COUNCIL COMMENTS:

Councilor Keith Chaplin attended the EDASC Housing Consortium on Oct. 19, 2021. City should expect a letter to the City addressing the idea of the Consortium. The Consortium is trying to make sure that cities across the County address the homelessness issue.

MAYOR'S UPDATE:

No Mayor's Update.

SPECIAL PRESENTATION:

No Special Presentations.

PROCLAMATION:

No Proclamation.

COMMITTEE & BOARD REPORTS:

Public Works Committee **Chair Councilor Chaplin** met on the 19th. IT Dept. is having some issues with fiber and some supply chain issues. The Sewer Comp. plan is moving along and the cost of George Hopper Safety Project for 2021 was delayed until 2022 due to the same supply chain issues. A homeless transition committee met on Tuesday. It was noted that the Skagit First Step Center has come to the end of the first 90-day period. There will be

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some residents who will leave and a new group is coming in to fill those vacancies. Staff is close to capacity by mid-November. Issues with some residents not being able to be reached due to not having phones, etc. There will be 10 more pallet shelters that are going to be installed very soon.

Mayor Sexton noted that when the first 20 residents that transitioned out, 13 went out on the hotel vouchers and 1 group went to a different shelter and 6 or so moved on elsewhere. Of note, since it was opened on 6-14-21 there have been 102 different times that the police have dropped off these individuals. Having the cabins in reserve for law enforcement is having a great effect. In November there will be a mobile crisis outreach center available 24-7. Skagit County is also hiring a nurse practitioner who will be able to administer prescriptions, which will help immensely. **Chief Luvera** said law enforcement around the County is using the shelter and it is working well. **Councilor Aslett** stated that we are doing a great job with communication with other jurisdictions to make this successful.

Councilor J DeGloria stated that downtown task force is back to their monthly meeting and the topic of discussion was the holiday season. Topic of lighting was brought up and they are looking for a theme in addition to the wrapping of the poles. The tree lighting at Alpha Park would be the kick-off event of the shopping season.

OFFICERS REPORTS:

Library Director Sarah Ward discussed recent hires. Library Page was hired. He is a bilingual employee and the Library is excited to have him as part of the team.

Finance Director Joseph Stewart discussed the revenues/expenses for the City through the end of September 2021. Only exception is for the First Step Center construction fund. There are some adjustments that will be made, but we made need to do a budget adjustment at the end of the year. The retail sales tax are up approximately 20% from the prior year at this same time frame. They are up approximately 22% from 2019. We have until 2024 to spend the AARPA dollars.

UNFINISHED BUSINESS:

No Unfinished Business.

CONSENT AGENDA

No Consent Agenda.

NEW BUSINESS:

Change of Council Meeting date for the first meeting in November due to Veterans Day.

City Administrator Greg Young stated that we need to move date because Veterans date falls a regular council meeting night so proposed change was from Thursday November 11th, to Tuesday, November 9th. A motion was made by **Councilors J. DeGloria /Chaplin** to change the meeting date of the Council meeting for the first meeting in November due to the Veteran's Day Holiday, all in favor; motion carried.

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Change of Council Meeting date for the second meeting in November due to the Thanksgiving Holiday. Move the date from Thursday, November 25th to Tuesday, November 23rd. A motion was made by **Councilors Aslett/Chaplin** to change the meeting date of the Council meeting for the second meeting in November due to the Thanksgiving Holiday, all in favor; motion carried.

Councilor Green inquired as to moving the Finance Committee meeting to the same dates. **Finance Director J. Stewart** agreed that it could be the same dates.

Three-Year Renewal of Canton Parking Lot Lease. **City Administrator Young** gave follow up, and he engaged with owners and they have agreed to a 3-year lease beginning Nov. 2021 through 2024. 1st year the fee would be \$825, 2nd year \$850 and 3rd year \$875. The lease contains the same termination process. A motion was made by **Councilors J DeGloria/Aslett** to authorize the Three-Year Renewal of the Canton Parking Lot Lease, all in favor; motion carried.

Authorization to Solicit Bids for Police Department Parking Lot Security Fencing. **City Administrator Young** said the parking lot for the police is not secure, not only for equipment, but also for staff. Wishing to protect both material assets and our City Staff, we propose a fence that is secure as well as aesthetic. Bidding should be approximately \$100k which should include the fence as well as electronic components. **Chief Luvera** said it would be 3 vehicle and 3 man gates. This is not for protection of employee vehicles, but for all the City employed vehicles. **Councilor J. DeGloria** opposed this motion due to the expense and reasoning that the Police should be able to protect their equipment and employees. A motion was made by **Councilors Chaplin/Green** to authorize the solicitation of bids for Police Department parking lot security fencing. **Councilor J. DeGloria** opposed, **Councilors Aslett/Chaplin/Green/Loving/Stavig** in favor; motion carried.

Interlocal with Skagit County for Architectural Services for First Step Center Facility Design. **City Administrator Young** said this is for pre-design for the very old, metal clad building. The building is not designed to supply the types of services that are envisioned for the purpose planned for the First Steps Center. We are looking at removing the building and constructing a new building. We are looking at state/federal grants for this. The County said they would supply \$30k through an Interlocal Agreement towards these services. The City would expend the money and then be reimbursed the \$30k by the County. A motion was made by **Councilors Stavig/Chaplin** to authorize the interlocal agreement with Skagit County for Architectural Service for First Step Center Facility Design, all in favor; motion carried.

Amendment to the Interlocal Agreement with Skagit County for Prototype Cabins at the First Step Center. **City Administrator Young** stated the City is looking at Pallet providing new prototype units to the City. It appears they will begin with 2 units which will not cost the City any funds and then up to 8 (off grid) more as it ramps up. Skagit County has agreed to pay \$10k to make preparation for the new site for the new prototypes. **Mayor Sexton** said the next generation of the pallet is being used due to having a more fire resistive construction. This is in response to our **Fire Marshal Blaine** going through and breaking down the fire resistive nature of these units. It has worked very well for Pallet

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to partner with the City in trying these units in our City. A motion was made by **Councilors Green/Aslett** to amend the Interlocal Agreement with Skagit County for Prototype Cabins at the First Step Center; all in favor, motion carried.

Purchase of Prefabricated Bathroom for Dog Park at Jack and Helen Doyle Memorial Park. City Administrator Young stated that working in conjunction with the firm doing the design of the dog park, we felt the City will need to have some restroom facility. City staff would prepare the pad that the unit will be placed on, saving the City funds on that. We envision it to be in place by next spring. The approximate cost is approximately \$65k. They are extremely durable and well built. A motion was made by **Councilors Stavig/Chaplin** to authorize the purchase of a prefabricated bathroom for the dog park at Jack and Helen Doyle Memorial Park, all in favor; motion carried.

Interlocal with Skagit County for Library Allocation. Library Director Ward stated that this is an Interlocal with Skagit County in the amount of \$9,298 for an allocation of funds in recognition of the services that the Library provides for all residents of Skagit County. A motion was made by **Councilors Chaplin/J DeGloria** to authorize the interlocal agreement with Skagit County for Library allocation, all in favor; motion carried.

EXECUTIVE SESSION:

City Administrator Young stated there would be an executive session to discuss and approve the Collective Bargaining Unit for Support Staff at Police Department. City Attorney Leif Johnson recited the following: pursuant to RCW 4230110, 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 30 minutes and conclude at approximately 8:50 p.m. Regular Session ended at 8:15 p.m., with executive session to begin at 8:20 p.m.

Regular session commenced at 8:20 p.m. A motion to continue until the Collective Bargaining Agreement for Burlington Police Employee’s Guild Support Personnel to next council meeting by **Councilors Aslett/Stavig**, all in favor; motion carried.

ADJOURNMENT:

Mayor Sexton adjourned the meeting at 8:51 p.m.

Joe Stewart
Finance Director

Steve Sexton
Mayor



CONSENT AGENDA – November 9, 2021

1. Collective Bargaining Agreement between the City and Burlington Police Employees Guild Representing Support Personnel for 2022 through 2024

Suggested motion language: *"I move to approve Consent Agenda item #1 and authorize the Mayor's signature on the agreement"*

2. Veterans Day Parade November 13, 2021

Suggested motion language: *"I move to approve Consent Agenda item #2 and authorize the Mayor's signature on the agreement"*

3. Appointment of Cori Peck to the Parks & Recreation Advisory Board

Suggested motion language: *"I move to approve Consent Agenda item #3 and authorize the Mayor's signature on the agreement"*

AGREEMENT

BETWEEN

CITY OF BURLINGTON
WASHINGTON

AND

Burlington Police Employee Guild

Representing

***Support Personnel of the Burlington Police
Department***

January 1, 2022

THROUGH

December 31, 2024

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PREAMBLE

This Agreement is made and entered into this first day of 11th day of February, 2021, by and between the City of Burlington, Washington, hereinafter referred to as the City, and the Burlington Police Employee Guild, hereinafter referred to as the Guild. All terms and conditions of this Agreement shall be effective January 1, 2021, through December 31, 2021.

ARTICLE 1 - RECOGNITION:

- 1.1 The City hereby recognizes the Guild as the exclusive collective bargaining representative for the purpose of promoting continued improvement of relations between the City and its employees representing all regular full time, and regular part time support personnel of the Police Department that work twenty (20) or more hours per week (and less than forty) for a period that exceeds, or is expected to exceed, six (6) months in any calendar year, excluding administrators and confidential employees.
- 1.2 Temporary, seasonal and less than regular part-time employees are not covered by the terms of this Agreement. Temporary employees shall be defined as an employee that is compensated for less than eight hundred (800) hours in any one (1) calendar year.
- 1.3 The City of Burlington Personnel Policy and Procedures Manual shall apply to all City employees including employees who are parties to individual Collective Bargaining Agreements. In cases where the City Personnel Policies conflict with a Collective Bargaining Agreement the provisions of the employee's applicable Collective Bargaining Agreement shall prevail.

ARTICLE 2 - NON DISCRIMINATION:

- 2.1 The City and the Guild agree they will not discriminate against any employee by reason of race, creed, color, age, sex, national origin, families with children, sexual orientation, religious belief, marital status, honorably discharged veteran or military status, membership in any Guild, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.
- 2.2 Wherever words denoting the masculine gender are used in this Agreement, they are intended to apply to either gender.
- 2.3 The City recognizes its responsibility to comply with the Federal mandates in the Americans with Disabilities Act and Family Medical Leave Act, and the State mandates in the Military Family Leave Act and Family Leave Act.

ARTICLE 3 - DUES CHECK-OFF:

- 3.1 All employees covered by this Agreement may voluntarily become members of the Guild.
- 3.2 The City shall notify the Guild in writing within ten (10) calendar days of the hiring of a new employee, whose position is covered by this Agreement. The written notice to the Guild shall include the new employee's name, classification, pay rate and actual date of hire.

- 3.3** Upon the written authorization of an employee, and with the approval of the Guild, the City shall deduct from the wages of each employee the uniform dues, initiation fees and assessments required for membership in the Guild. The City shall transmit each month the said moneys to the Guild, along with the names of each employee whose dues are transmitted. The Guild agrees to indemnify and hold the City harmless from any claims, actions or proceedings arising from deductions made according to this Article.

An employee's request to revoke authorization for payroll deductions must be in writing submitted to the Guild. After the City receives notification from the Guild that the employee has revoked authorization for deductions, the City shall end the deduction no later than the second payroll after receipt of the notification.

- 3.4** The City shall furnish and maintain one (1) bulletin board at the work site to be used by the members of the Guild. This bulletin board may be the same bulletin board supplied for the use of the Police Guild. The Guild will use this board for posting notices pertaining to recreational and social activities, Guild elections, reports of the Guild or its committees, Guild meeting notices, legislative enactments and judicial decisions affecting public employee labor relations, and any other Guild business. The Guild shall not post any materials which are obscene, defamatory, political in nature and/or content or impair the operations of the Police Department or the City. The Guild may also distribute and receive Guild business through the utilization of the employee mailboxes at the Police Station.

The City shall allow Guild officials reasonable access to the telephone, electronic communications equipment and photocopiers only for purposes of processing and gathering information needed to evaluate, file or settle grievances. The Guild agrees to reimburse the City for the use of the City's photocopiers at the current public photocopy rate. For accounting purposes, the Guild shall maintain separate monthly logs of copies made and/or faxes sent and shall pay any fees in full within thirty (30) calendar days.

The Guild agrees to reimburse the City for long distance telephone calls, but otherwise the Guild is free to use the telephone on their own time (including lunch periods and breaks) to the same degree other employees are allowed to use them.

- 3.5** The City shall allow space for the storage of the Guild file cabinet in the offices of the police station. Such cabinet shall be furnished and maintained by the Guild.
- 3.6** At the request of the Guild the City will, when available, allow the use of meeting facilities of the City for Guild meetings.
- 3.7** The Guild's representatives shall have access to the City's facility for the purpose of meetings, adjusting disputes, investigating working conditions, and ascertaining that this Agreement is being adhered to provided, however, there is no interruption of the Police Department's working schedule or conditions. When the Guild's representatives desires to meet in the facility outside of regular working hours, reasonable notice will be given to the Chief or designee.
- 3.8** Official Guild representatives shall be allowed time away from their duty station without loss of pay when attending meetings with the City, or when adjusting grievances or complaints. Such representatives shall obtain permission from their supervisor before leaving the job. Permission to be absent shall be based on adequate staff coverage of police department business and responses to calls for service and shall not trigger overtime or additional cost to the City for work coverage.
- 3.9** The three (3) Executive Board members shall be authorized to use accrued leave, except sick leave, up to a total of forty (40) hours each calendar year to attend to Guild business, such as attendance at labor

conventions, conferences, or seminars, assuming adequate staff coverage with the understanding that such attendance shall not cause the City to incur overtime.

ARTICLE 4 - PROBATION PERIOD:

- 4.1** To enable the City to exercise a choice in the filling of vacant positions, no appointment or employment in any position shall be deemed complete until after the expiration of a period of twelve (12) months probationary service from the date of hire.

Probation is an extension of the selection process and failure of the probationary period as recommended by the chief, and determined by the Mayor shall not be subject to appeal through the grievance procedure or otherwise. The Mayor may terminate at will the employment of any person during their probationary period if he/she deems him/her unfit or unsatisfactory. During this twelve (12) month probationary period, the City has the right to discipline or terminate the employment of any probationary Employee without being held to the grievance, conciliation, and arbitration procedures contained in Article 18, provided such discipline may not be used as precedent against other non-probationary employees.

Employees transferred or promoted to new positions covered under this Agreement shall also be subject to a six (6) probationary period. Similarly, the City may revert probationary promoted employees to their prior position without cause at any point during and up to the end of the probationary period without being held to the tenets of Article 18 of this Agreement.

ARTICLE 5 – LAYOFFS AND SENIORITY:

- 5.1** The City shall decide all questions as to job restructures and layoffs, subject to the right of the Guild to negotiate with the City the impact of any layoffs involving bargaining unit positions. The City shall retain the right of final decision regarding and implementing job-restructuring and lay-off proposals.
- 5.2** The City, in its sole discretion, shall determine the job classification for layoff. In determining who in any affected job classification is to be laid off, individual performance and classification seniority shall govern subject to the qualifications and ability of the more senior employee to do the work for which the City shall be the final judge. No permanent employee shall be laid off while another person in the same position is employed on a probationary or temporary basis.
- 5.3** The City shall place the names of employees laid off on an eligibility list for recall. The list shall remain active for two (2) years. Employees on this list shall receive the first offer of re-employment for vacancies in their previous job title, in the reverse order of layoff.
- 5.4** For purposes of this Agreement, there are two (2) types of seniority defined as follows:
- 5.4.1** Department Seniority: An employee's accumulated time of service in all regular appointments within the Police Department.
- 5.4.2** Classification Seniority: An employee's accumulated time of service in all regular appointments within a specific job classification within the Police Department.
- 5.5** An employee designated for layoff shall be able to use their department seniority to roll down into any previous Police Department classification they have previously held.

- 5.6** Any employee re-employed by the City during the two (2) year recall eligibility period, shall be subject to the same probationary period covered in Article 4 of this Agreement as well as the same background and employment screening process as is the case for initial hires. Should an employee be recalled within one (1) year of layoff, they shall be subject to a six (6) month probationary period and would also be subject to the same background and employment screening process as is the case for initial hires.

ARTICLE 6 - HOURS OF WORK:

- 6.1** The normal workday shall consist of eight (8) consecutive hours, exclusive of a meal break period. Schedules are Monday through Friday or Sunday through Thursday unless otherwise deemed necessary by the City due to an emergency or schedule workload; or an adjustment for scheduled training; and agreed to by the employee. The Records Technicians workweek, for accounting purposes, shall begin at 12:01 AM Sunday morning and end at 12 midnight on Saturday. Record Technicians will be assigned to shifts as required by the workload and determined by the Chief of Police.
- 6.2** Rest and meal breaks for regular full-time and for regular part-time employees shall be as per the applicable federal and/or state minimum requirements.
- 6.3** The City only authorizes employees to be ready to begin their shift at the scheduled starting time and finish at the scheduled quitting time. The parties recognize that some special situations may arise and will be handled case-by-case.
- 6.4** Temporary adjustments of schedules can be made upon agreement of the employee and the supervisor or Chief of Police.
- 6.5** Alternative work schedules may be proposed for consideration. Final decisions regarding alterations will be based on the operational needs of the department and will not interfere with regular business operations of the Police Department and will not compromise the City's existing services to citizens.

ARTICLE 7 – OVERTIME AND CALLBACK:

- 7.1** Any employee who, upon request of the City, works in excess of forty (40) hours in a work week will be paid one and one-half (1-1/2) times the employee's regular pay for such time worked. All overtime shall be paid at the premium overtime rate.
- 7.2** Overtime will be paid when approved in advance by the employee's immediate Supervisor. The City is not required to pay unauthorized overtime. In the absence of the immediate Supervisor, the employee will obtain approval from their Department Head. Overtime may be paid when an employee:
- (a) Performs work before or after scheduled shift.
 - (b) Performs work on a scheduled work day off.
 - (c) Compensatory time may be accrued in lieu of overtime pay not to exceed a maximum accrued amount of sixty (60 hours). Compensatory time shall equal the hours of overtime worked times one and one-half (1 1/2) and may be used at a time mutually agreed to by the employee and the City. Compensatory time may be taken in no less than thirty (30) minute increments. Unused compensatory time over sixteen (16) hours will be cashed out on the first payroll in December.

- (d) Overtime compensation detailed under section (a) and/or (b) shall not be payable if the employee and the City jointly agree to “flex” the employees schedule such that, in total, no more than forty (40) hours are worked in any seven (7) day period.

For the purposes of determining qualification for overtime, the use of any paid leave shall count as hours worked. If an employee is on paid leave, there is no intention that any paid leave hours be compensated at an overtime rate.

7.3 Call Back:

- (a) Employees called back after having completed their regular shift shall be paid one and one-half (1 ½) times their regular hourly rate of pay for all hours worked, with a two (2) hour minimum. However, with agreement between the City and the Employee, the Employee may “flex” their work schedule for the remainder of the week to keep total hours, including the two (2) hour minimum call-back hours, to no more than forty (40) hours. In these instances, the Employee shall not be entitled to overtime.
- (b) Should the work be completed prior to the two (2) hour minimum, the employee may not be required to remain at the worksite.
- (c) An employee called back to work after regular working hours that is concerned about his/her safety has the option of requesting an escort to and from his/her vehicle parked in the city parking lot to his/her office building.
- (d) If a second call back occurs, for any reason, during the two (2) hour period, not including commuting time, no additional overtime will be paid until the third hour starts.

ARTICLE 8 - WAGES:

8.1

Position	Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Evidence Technician, Community Svc. Officer	\$51,916.80	\$53,206.40	\$54,558.40	\$56,180.80	\$57,865.603	\$59,612.80	\$61,401.60	\$63,232.00	\$64,812.80	\$66,435.20
	\$24.96	\$25.58	\$26.23	\$27.01	\$27.82	\$28.66	\$29.52	\$30.40	\$31.16	\$31.94
Records Clerk	\$51,251.20	\$52,852.80	\$54,496.00	\$56,160.00	\$57,907.20	\$59,696.00	\$61,547.20	\$63,440.00	\$65,041.60	\$66,643.20
	\$24.64	\$25.41	\$26.20	\$27.00	\$27.84	\$28.70	\$29.59	\$30.50	\$31.27	\$32.04

Each employee, respectively, shall be placed on the next concurrent wage step, effective upon the date of their anniversary of employment, with the following two exceptions:

Effective January 1, 2022, the base wages for the position of Troy Hofkamp, Evidence Technician and shall begin on Step 4 of the rates set forth in the 2022 wage table. This employee shall be placed on the next concurrent wage step, effective upon the date of their anniversary of employment.

Effective January 1, 2022, the base wage for the position of Constance (Connie) Small, Records clerk shall begin on Step 9 of the rates set forth in the 2022 wage table. This wage will be this employee’s wage for the year 2022; this employee will be eligible for placement on the next concurrent wage step upon their anniversary of employment beginning in the year 2023.

Effective January 1, 2023, the rates set forth in the 2022 wage table shall be increased by 100% CPI-W Seattle-Tacoma-Bellevue June-to-June; at a minimum rate of 1% and a maximum of 3.5%.

Effective January 1, 2024, the rates set forth in the 2023 wage table shall be increased by 100% CPI-W Seattle-Tacoma-Bellevue June-to-June; at a minimum rate of 1% and a maximum of 3.5%.

- 8.2** Education Incentive: The following Education incentive pay premiums shall be paid by the City to employees for degrees relevant to the employee's position. The Chief of Police shall recommend, subject to approval by the Mayor, as to whether degrees obtained are relevant to the position.

Two (2) year degree - Thirty Dollars (\$30.00) per month.

Four (4) year degree - Sixty Dollars (\$60.00) per month.

- 8.3** Multilingual Pay Incentive: The following incentive pay premium shall be paid by the City to employees who have been independently verified, by a contractor of the City's choice, to be functionally fluent in multiple languages. The amount of the incentive pay premium will be fifty dollars (\$50.00) per month for being verified as fluent in two (2) or more languages. The Chief of Police shall recommend, subject to approval by the Mayor, as to whether the specific fluent language(s) bring value to the City and are eligible for the multilingual pay incentive.

For both the Education Incentive and the Multilingual Incentive, the City will work to develop a list of appropriate degrees and languages to aid in hiring new employees.

ARTICLE 9 - LONGEVITY PAY:

- 9.1** Noted below are the longevity pay amounts for this bargaining group:

Years of Full Time Equivalent Service with Burlington	Longevity Pay Rate Per Month
Beginning with the date of employment through end of year 5	\$0 additional per month
Beginning of year 6 through end of Year 10	\$50.00 per month
Beginning of year 11 through end of year 15	\$100.00 per month
Beginning of year 16 through end of year 20	\$150.00 per month
Beginning of year 21 and thereafter	\$200.00 per month

ARTICLE 10 - HEALTH AND WELFARE:

- 10.1** Medical – All employees covered under this Agreement will be covered under the AWC Healthfirst 250 Plan. The effective date of coverage shall be in accordance with the AWC Underwriting rules as they currently exist or may hereafter be amended, which currently states coverage begins the first of the month following the date of employment.
- 10.2** Dental – AWC Washington Dental Service Plan A. The effective date of coverage shall be in accordance with the AWC Underwriting rules as they currently exist or may hereafter be amended, which currently states coverage begins the first of the month following the date of employment.
- 10.3** Vision – AWC Vision Service Plan. The effective date of coverage shall be in accordance with the AWC Underwriting rules as they currently exist or may hereafter be amended, which currently states coverage begins the first of the month following the date of employment.

- 10.4** Premium Payments – For medical insurance monthly premiums, the Employee shall pay 10% of the premium for their spouse and children (covered dependents). City will pay 100% of the Employee premium and 90% of the covered dependent’s premium.
- 10.5** Maintenance of Benefits - The Guild agrees that during the life of this Agreement they will not request any additional benefits, and the City agrees that during the life of this Agreement to maintain the present benefits of the above named plans.
- The employer retains the right to choose the insurance carrier(s) and agrees that the level of insurance benefits offered under the insurance plans outlined in this Article will not be lowered during the term of contract. Should state or federal legislation prohibit the ability of the employer to provide current levels of benefits, the employer agrees to provide no less than state or federal mandated level of benefits. The City and the Guild agree that although it is their intent to maintain the package of medical, dental and vision insurance benefit plans as close as possible to what is currently offered, they recognize that the medical, dental and vision insurance regulations and marketplace is changing at a rapid pace. The parties to this Agreement agree to monitor changes in the industry and agree to work together with a common goal of continuing to provide medical insurance coverage and plans similar to those currently provided without causing significant negative fiscal impact to the city and/or employees.
- 10.6** The City shall arrange for a group rate at a local health club. The City shall reimburse qualified employees for monthly membership up to forty dollars (\$40.00). The employee shall attend the facility a minimum of 10 times per month or thirty (30) times in three (3) months to qualify for membership reimbursement up to a maximum of \$40.00 per month.
- 10.7** Employees are eligible to participate in the City of Burlington Dual Medical Insurance Incentive Program as specified in Resolution# 12-2013 or its replacement.
- 10.8** The City will pay the employer’s portion of the Washington State Paid Family Medical Leave premium. Employees will pay the employee portion of the premium.

ARTICLE 11 - PENSION:

- 11.1** Pension for employee and contributions to pension fund will be covered by the Washington State Public Employees Retirement System.

ARTICLE 12 - SICK LEAVE:

- 12.1** Sick leave will be earned at the rate of eight (8) hours per month and accumulated to nine hundred sixty (960) hours. Sick leave shall be granted as provided below:
- (a) Personal or immediate family illness or physical incapacity resulting from causes beyond the employee’s control. “Immediate family” includes the employee’s parents, spouse, registered domestic partner, child, brother, sister, mother or father-in-law, son or daughter-in-law, grandparent, grandchild, legally adopted children, or step children.
 - (b) Enforced quarantine of the employee in accordance with community health regulations.
 - (c) Serious injury or illness within the immediate family (spouse, registered domestic partner, child, brother, sister, mother or father, mother or father-in-law, son or daughter-in-law, grandparent, grandchild, legally adopted children or stepchildren of the employee, or brother or sister in law)

necessitating the employee's presence for no more than three (3) days only in state and five (5) days only out of state, unless a longer period of time is specifically authorized by the department head. If the Department Head denies a request for extended serious injury or illness leave, the employee may appeal this decision to the Mayor or his/her designee, whose decision will be final.

- 12.2** When an employee goes on sick leave, they must promptly notify their immediate Supervisor. Failure to do so may result in denial of sick leave pay. To receive sick leave pay for three or more consecutive work days, the employee may be required to present a statement by a physician certifying that the employee's condition prevents them from performing the duties of their position.
- 12.3** Sick leave shall be computed exclusive of holidays.
- 12.4** Sick leave may be accrued to a maximum of nine hundred sixty (960) hours. However, for every thirty-two (32) hours accrued over the maximum bank, eight (8) hours will be compensated back to the employee at his/her contractual rate of pay in place at the time of payment. This "cash out" will occur periodically during the year each year unless other arrangements are made between the City and the employee.
- 12.5** All current Records Technicians employed by the City on or before September 14, 2000 will be eligible for 100% sick leave pay out at death if they are still employed by the City at the time of death. At death sick leave will be paid out at one hundred percent (100%) in the final paycheck from the City. Any Records Technicians hired after September 14, 2000 will not be eligible for this benefit.
- 12.6** Donation of Sick/Vacation Leave. With the prior approval of the Mayor, or City Administrator, employees may donate sick, or vacation leave to an employee to be used as sick leave only in accordance with the allowed uses within this article so long as the donor's combined accrued sick leave, and vacation leave balance is maintained at 380 hours after the donation. A Sick/Vacation Leave Donation Affidavit must be filed prior to the donation.

ARTICLE 13 - HOLIDAYS:

- 13.1** The following days in lieu thereof shall be recognized as legal paid holidays:

New Year's Day	Veteran's Day
Martin Luther King's Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth National Independence Day	
Independence Day	Christmas Day
Labor Day	(2) Personal Holidays

- 13.2:** Probationary employees shall not accrue Personal Holidays during their probation period but each employee, after successful completion of their probation period, shall be eligible for two paid days for personal holidays beginning in their second year. The specific dates for observance shall be by mutual agreement between the employee and the Chief of Police. A personal holiday may be observed only twice during any calendar year. A personal holiday must be used as a full-day off equal to eight hours.
- 13.3:** Whenever a legal holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a legal holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If a

holiday falls on an employee's normal day off, the employee shall receive an additional day off with pay on the day before or the day after the date of the recognized holiday

- 13.4:** Holidays paid but not worked shall be recognized as time worked for the purpose of determining weekly overtime. Should an employee work a holiday, they shall be paid at time and one-half. A Records Technician will be required to work most holidays as scheduled by their Supervisor.

ARTICLE 14 - VACATIONS:

- 14.1:** Vacation accrual will be calculated on a monthly basis beginning with an employee's date of hire. Vacation is not considered accrued until the end of the last day of each month in which it is earned. Probation period employees shall not be entitled to use any form of paid vacation leave during their initial probation period beginning on date of hire. Employee shall accrue vacation hours as noted below:

Vacation Accrual			
<i>Year of Employment</i>	Hours Earned per Year	<i>Year of Employment</i>	Hours Earned per Year
1 st	80	9 th	144
2 nd	88	10 th	152
3 rd	96	11 th	160
4 th	104	12 th	168
5 th	112	13 th	176
6 th	120	14 th	184
7 th	128	15 th	192
8 th	136	16 th	200

- 14.2:** Accrued vacation may be carried over from one (1) anniversary year to another, to a maximum of the amount earned in 12 months. Accrued vacation in excess of this amount shall be forfeited. Upon approval of the Mayor, an employee may carry over an excess amount, but their monthly accrued total must be brought down to the annual limit within sixty (60) days of their anniversary date or the excess shall be forfeited.
- 14.3:** The scheduling of vacations shall be set with due regard to the desire, length of service and preference of employees. The City reserves the right to limit the number of employees taking vacation at certain times in order that the public interest be served and to ensure adequate shift coverage and the avoidance of overtime costs to the City.
- 14.4:** In the selection of vacation the senior employee (using Department Seniority) will select up to two (2) weeks and then the next junior employee will select up to two (2) weeks and in the same manner all employees will select up to two (2) weeks by seniority. This section shall apply per department.
- 14.5:** After vacations have been selected per the above then the senior employee will select the balance of the vacation due and similarly each junior employee will select their balance by seniority. Any changes in the vacation schedule shall only be made by mutual agreement between the employee and the City with consideration given to adequate shift coverage and the avoidance of overtime costs.
- 14.6:** Vacation leaves shall be computed exclusive of holidays.
- 14.7:** The employee shall give the Department Head or Supervisor notice of dates of vacation a minimum of fourteen (14) days prior to the commencement date of such vacation, unless otherwise approved by said Department Head or Supervisor.

ARTICLE 15 - BEREAVEMENT LEAVE:

- 15.1:** Employees shall be allowed up to three consecutive (3) working days without loss of pay for a death in his/her immediate family for the purpose of bereavement and attendance at memorial services, upon prior notification to his/her Department Head. Immediate family is described as spouse, registered domestic partner, child, brother, sister, mother or father, mother or father in-law, son or daughter in-law, brother or sister in-law, niece, nephew, grandparent, and grandchild, legally adopted children or step children; or in case of death in the spouse's family of the same relationship as herein stated. If the death in the immediate family occurs outside the State of Washington, the employee will be allowed up to three (3) consecutive working days without loss of pay for bereavement or up to five (5) consecutive working days without loss of pay for attendance at memorial services held out of state, upon prior notification to his/her Department Head.
- 15.2:** The allowance for bereavement leave is separate from an employee's accrued sick leave and vacation leave.

ARTICLE 16 – UNIFORMS/EQUIPMENT:

- 16.1** It shall be the City's responsibility to provide to all employees through a "Quartermaster System" the following uniform clothing:

Records Technician:

- Blue Polo Shirt and/or Blouse (Long or Short Sleeves) four (4)
- Navy Blue Pants and /or Skirts three (3)
- Vest, Sweater or Blazer. The employee has the choice to select two items from this list of three. The employee may select two (2) different items or two (2) items of the same type.
- White long sleeve dress shirt one (1)
- Shoes - Maximum allowance of Two Hundred dollars (\$200.00) per year as authorized by the Chief of Police and evidenced by receipts. If cost exceeds this allocation, the employee will pay the difference.

Evidence Technician:

- Khaki Pants three (3)
- Black Polo Shirts four (4)
- Boots/Shoes - Maximum allowance of Two Hundred dollars (\$200.00) per year as authorized by the Chief of Police and evidenced by receipts. If cost exceeds this allocation, the employee will pay the difference.
- Jacket one (1)

Community Service Officer:

- Gray Short Sleeve Shirt three (3)
- Gary Long Sleeve Shirt three (3)
- Black Jumpsuit one (1)
- Boots/Shoes - Maximum allowance of Two Hundred dollars (\$200.00) per year as authorized by the Chief of Police and evidenced by receipts. If cost exceeds this allocation, the employee will pay the difference.

- Belt one (1)
- Service Belt one (1)
- Exterior Vest one (1)
- Jacket one (1)
- Baseball Cap one (1)

- A. Used uniforms may be issued as long as they are in serviceable condition.
- B. The City shall hold the employee accountable for all such items issued to the employee. Items which become worn out, lost, or destroyed as a direct result of the proper performance of the employee's duties, or as a result of an occurrence not due to the employee's intentional act or willful negligence shall be replaced by the City. However, if said items become lost or mutilated as a result of that employee's willful negligence or intentional act, the employee shall replace them at the sole expense of the employee.
- C. Clothing issued by the City to each employee shall remain the property of the City.
- D. Cleaning of uniforms will be allowed on a regular basis at the City's discretion.
- E. One polo shirt with City and Department logo will be provided by the City to be used for events the Police Chief or designee deems necessary where a white shirt is not practical or inappropriate to wear.

ARTICLE 17 – DISCIPLINE

- 17.1 Just Cause**--No post-probation-period employee will be suspended or discharged except for just cause and the City agrees with the tenets of progressive and corrective discipline in most cases of discipline. The use of progressive discipline may include the steps listed below, however, certain events, including but not limited to, cases of dishonesty, being under the influence of alcohol, drinking alcoholic beverages on the job or at the work site, possession or engaging in the sale, purchase, transfer, use, or being under the influence of drugs prohibited by law while on the job or at the work site, insubordination, willful damage of property, physical assault of another employee or the public, or other gross misconduct may warrant higher levels of discipline.

Oral Warning
Written Warning
Suspension
Discharge

- 17.2 Types of Discipline**--Listed below, but without limitation, are the form of discipline that shall generally be applied:

Oral Warning – This type of discipline should generally be used for infractions or relatively minor degree and may not be grieved by the employee or the Guild.. The Department Director and/or Supervisor should endeavor to inform the employee, in private, that it is an oral warning and that the employee is being given an opportunity to correct the condition. The oral warning shall be reduced to writing and shall include a statement that if the condition is not corrected, the employee may be subject to more severe discipline measures. Written documentation of the oral warning shall remain in the employee's personnel file for twelve (12) months and then shall be removed and the issuance of a prior oral warning shall not be used as the basis of additional progressive discipline once removed from the employee's personnel file.

Written Warning – This notice will generally be issued by the Department Director and/or Supervisor in the event the employee disregards an active oral warning or if the infraction is severe enough to warrant a written warning. Written warnings shall remain in the employee's personnel file for eighteen (18) months and then shall be removed and the issuance of a prior active written warning shall not be used as the basis of additional progressive discipline once removed from the file.

Suspension – This form of discipline is generally administered as a result of a significant infraction or violation after the employee has received a written warning and has not adequately improved or corrected performance. The Employer shall inform the employee in writing of the suspension. The original signed copy of the suspension action notice is to be placed in the employee's personnel file and a copy provided to the employee.

Discharge – This form of discipline results in the termination of employment. If, in the opinion of the Employer, the infraction(s) is (are) so severe as to necessitate immediate termination, the Employer and/or designee should take action by placing the employee on suspension without pay until circumstances are reviewed prior to final action. A predetermination hearing in which the employee is advised of the basis for discharge shall occur prior to a termination.

17.3 Discipline Notice

Suspension or discharge must be by written notice to the employee and a copy to the Guild within ten (10) working days, exclusive of Saturdays, Sundays, or holidays of when the City knew or reasonably should have known that the alleged behavior by the employee occurred. In cases where dishonesty or other illegal conduct is involved, the suspension or discharge notice must be within a reasonable time after the discovery of the alleged misconduct.

17.4 Suspension or Discharge Protests.

Protests to suspension or discharge must be made in writing to the City within ten (10) business days of service, exclusive of Saturdays, Sundays, or holidays. If the matter is not resolved to the satisfaction of the parties, either party may file the case under the terms of the grievance and arbitration clause listed herein. If no such protest is filed within these timelines, the party forfeits their ability to grieve or otherwise challenge the discipline.

ARTICLE 18 - GRIEVANCE, CONCILIATION & ARBITRATION PROCEDURE:

18.1: It is the intent of this grievance procedure to settle such disputes or complaints at the point of origin. A grievance shall mean a claim or dispute arising from the interpretation or application of this Agreement. As used in this Article, workdays shall be defined as Monday through Friday, exclusive of holidays.

18.2: In the event that such a complaint or dispute arises during the life of this Agreement, it shall be handled in the following manner:

Step 1 The Guild or the Employee shall present the grievance in writing to the employee's immediate supervisor within ten (10) business days of the date and time of the occurrence of the event giving rise to the grievance, or within ten (10) business days of reasonable discovery of the event giving rise to the grievance, or it shall be deemed waived. If the issue is not resolved within ten (10) business days after the grievance is so presented, the Guild and/or the Employee shall proceed to Step 2.

Step 2 The Employee and/or the Guild shall present the grievance in writing within ten (10) business days of the Step 1 response to the Chief of Police and City Administrator. The written grievance shall contain

the Article(s) of the Agreement allegedly violated, the facts of the matter, and the remedy sought. The Employee and/or Guild and the Chief of Police and City Administrator shall meet and attempt to resolve the grievance within ten (10) business days of its submittal. A Guild Representative may be present at the meeting between the Employee and/or the Guild and the Chief of Police and City Administrator if the Employee or the Guild desires. Within ten (10) business days of the meeting, the City Administrator shall provide a written response to the Guild.

Step 3 If the grievance remains unresolved after the Step 2 response, the Guild may submit the grievance to the Mayor within ten (10) business days of the Step 2 written response. The Mayor and the Guild representative shall meet and attempt to resolve the grievance within ten (10) business days of its submittal. Within ten (10) business days of the meeting, the Mayor shall provide a written response to the Guild. If the grievance is not resolved by the Mayor to the satisfaction of the Guild it may be submitted to Step 4.

Step 4 If the grievance remains unresolved after receipt of the Mayor's Step 3 response, then within ten (10) business days of the Mayor's written response to the grievance, the Guild may submit the grievance for Arbitration by notifying both the Mayor and the Chief of Police of its intent to do so. The Guild and the City shall attempt to select an arbitrator mutually acceptable to both parties within ten (10) business days of receipt of the arbitration notice from the Guild to the City. In the event that the parties are unable to agree on an arbitrator, they shall request a list of seven (7) arbitrators located in Washington, Oregon and/or Idaho from PERC. The parties shall alternately strike names from the list until one (1) name remains. The order of striking shall be determined by a coin toss. The remaining person shall be the arbitrator of the case. The decision of the arbitrator shall be binding on the parties. The arbitrator's fees shall be split 50/50 between the Guild and the City, but each party shall otherwise be responsible for their own arbitration costs, including each party's attorney's fees.

18.3: In connection with an arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- (a) The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, modify, or be contrary to the terms of this Agreement. The arbitrator's power shall be limited to interpretation of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- (b) The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days from the close of the record.
- (c) Time frames, as specified herein, may be waived by written agreement of both parties.
- (d) In the event that the grievance is not submitted by the employee to the next step in the process within the time frame specified, the matter shall be considered resolved with the last Employer response. In the event that the Employer does not respond within the time frame specified, the employee may submit the grievance to the next step in the process.

ARTICLE 19 - MANAGEMENT RIGHTS:

19.1: The right to hire, promote, improve efficiency, determine work schedules, and locate work stations and/or department headquarters are examples of management prerogatives. The City shall also have the right to discharge, demote and/or suspend, without pay, as a disciplinary measure for just cause. Verbal and written discipline, and/or Administrative Leave with compensation for investigative or any other purpose shall not be subject to just cause. The City retains its right to manage and operate its departments, except

as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.

- 19.2:** Delivery of municipal services in the most efficient, economical and courteous manner is of paramount importance to the City. To achieve this goal, optimum performance is recognized as an obligation of each employee covered by this Agreement. Further, to deliver municipal services effectively it is recognized that the City may introduce new, improved, or automated methods or equipment; may reduce, increase or change municipal equipment: may reassign employees within the bargaining unit in accordance with their job classification or title.
- 19.3:** The Guild recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and for revising existing performance standards, the City shall meet and discuss with the Guild, prior to implementation of such performance standards. The City and the Guild agree that performance standards shall be reasonable.

ARTICLE 20 - NO STRIKE:

- 20.1:** The City and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all City employees and services. The Guild agrees that there shall be no strikes, slowdowns, work stoppages, or sympathy strikes during the term of this Agreement.

ARTICLE 21 – LABOR MANAGEMENT COMMITTEE

- 21.1** Committee Established: The City of Burlington Police Employee Guild Labor/Management Committee (“Committee”) is hereby established to provide a forum for the Guild and the City to discuss and resolve issues on an on-going basis. The Committee shall meet quarterly to discuss all matters of mutual concern unless cancellation is mutually agreed to by both parties. Committee meetings may be scheduled anytime when agreed by the parties to discuss issues which may arise from time to time. The City Administrator or his/her designee, and the City Human Resources Manager shall attend Committee meetings upon request of one or more parties and no less frequently than twice per calendar year. The Committee shall have the authority to make recommendations to the Guild and to the City regarding matters pertaining to this Agreement and other labor management matters.
- 21.2** Composition and Purpose: The Committee shall consist of no more than three representatives of the Guild, selected by the Guild, and no more than three representatives of the City, selected by the Mayor. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and issues that may have a significant impact on wages, hours, working conditions, and fitness and wellness. The Committee may establish procedures for conduct and recording of Committee business by consensus of the members.
- 21.3** Employees attending Committee meetings on-duty will be released with pay. Any employees who are not on duty when the Committee meets, will not be compensated for their time.
- 21.4** Committee meetings are not intended to supplant or replace the grievance procedure, circumvent the collective bargaining process, or to air individual employee concerns.

ARTICLE 22 - SAVINGS CLAUSE:

22.1: Should any provisions of this agreement or the application of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 23 - DISABILITY:

23.1: Sick leave pay shall be coordinated with the state workman's temporary disability compensation schedule of benefits so that the sum of the daily sick leave allowance and the state disability daily benefits shall not exceed one hundred percent (100%) of the employee's regular straight time rate of pay for any one (1) day. While on Labor & Industries disability an employee shall accrue sick leave and vacation at one hundred percent (100%) of the employee's regular rate.

ARTICLE 24- TERM OF AGREEMENT:

24.1: This Agreement made this day of 2021, shall remain in full force and effect until December 31, 2021 and shall continue in full force and effect from year to year thereafter, unless either party shall serve the other with written notice of intention to reopen this Agreement for changes or modifications at least one hundred twenty (120) days prior to December 31, 2021.

Signed this _____ day of, 2021.

CITY OF BURLINGTON

BURLINGTON POLICE EMPLOYEE GUILD

BY _____
STEVE SEXTON,
Mayor

BY _____
GARY HUEHNERHOFF,
President

ATTEST:

Joe Stewart, Finance Director

Approved as to form:

Leif Johnson, City Attorney

DRAFT

Skagit Valley's 25th annual Veterans Day Parade is scheduled to take place on Saturday, November 13, 2021. The parade will begin at 11:00AM; street closures will begin at 8:30AM for staging and reopen by 12:30PM. The parade routes along E. Fairhaven Avenue from its intersection with Walnut Street heading east to its intersection with Skagit Street.

STREET TO BE CLOSED	FROM STREET/INTERSECTION	TO STREET/INTERSECTION	CLOSE BY TIME	REOPEN AT TIME
---------------------	--------------------------	------------------------	---------------	----------------

For Parade Route:

8:30AM 12:30PM

- **E. Fairhaven Avenue** Alder Street, east corner Skagit Street, east corner
(and all side streets leading onto Fairhaven Avenue between the closure)
- **S. Spruce Street** Greenleaf Ave, north corner Fairhaven Ave, south corner
(northbound lane only) (double barricade)
- **S. Skagit Street** Montero Lane, north corner Fairhaven Ave, north corner
(northbound lane only)

For Staging Area:

8:00AM 12:00PM

- **Washington Avenue** Burlington Blvd, east corner Spruce Street, west corner
- **S. Walnut Street** Fairhaven Ave, north corner Orange Ave, north corner
- **Alder Street** Fairhaven Ave, south corner
- **Greenleaf Ave** Spruce Street, west corner

LAND USE PERMIT & APPLICATION

Fairhaven Ave from Alder St. to Skagit Street

SITE ADDRESS

October 26, 2021

DATE OF APPLICATION

OWNER

Burlington Parks and Recreation Department

NAME (OR NAME OF BUSINESS)

900 E. Fairhaven Ave.

MAILING ADDRESS

Burlington, WA 98233

CITY/STATE/ZIP

360.755.9649

PHONE NUMBER

APPLICATION NUMBER

RECEIPT NUMBER

OWNER'S AUTHORIZED AGENT

Sarah Ward/Christi Kinney

NAME

900 E. Fairhaven Ave.

ADDRESS

Burlington, WA 98233

CITY/STATE/ZIP

360.755.9649

PHONE NUMBER

CONTACT PERSON FOR PROJECT

Sarah Ward- sarahw@burlingtonwa.gov

Christi Kinney - christik@burlingtonwa.gov

NAME & PHONE NUMBER

DESCRIPTION OF PROJECT

Dates: Saturday, November 13, 2021

Annual Veterans Day Parade; Begins at 11:00AM

Street closures needed - see attached map

LAND USE PERMIT COMPONENTS

APPLIED FOR:

- ☐ Lot Boundary Adjustment
- ☐ Binding Site Plan
- ☐ Short Subdivision
- ☐ Establish or Change Use
- ☐ Rezone
- ☐ Temporary Uses for more than two weeks
- ☐ Shoreline Substantial Development Permit
- ☐ Comprehensive Plan Amendment

- ☐ Zoning Variance including signs
- ☐ Flood Plain Variance and Appeals
- ☐ Noise Standards Variance
- ☐ Full Subdivision (preliminary plot)
- ☐ Zoning Map Amendment (Rezone & Contract Rezones)
- ☐ Conditional Use Permit
- ☐ Temporary Uses for up to two weeks
- ☐ Environmental Review

LAND USE PERMIT COMPONENTS

GRANTED

DENIED

CONDITIONS OF PERMIT APPROVAL:

WHEN SIGNED AND DATED BELOW, THIS IS YOUR PERMIT

Permission is hereby given to do the above work, according to the conditions hereon and according to the approved plans pertaining thereto, subject to compliance with the ordinances of the CITY OF BURLINGTON.

Permit Issued By

Planning Director

Date

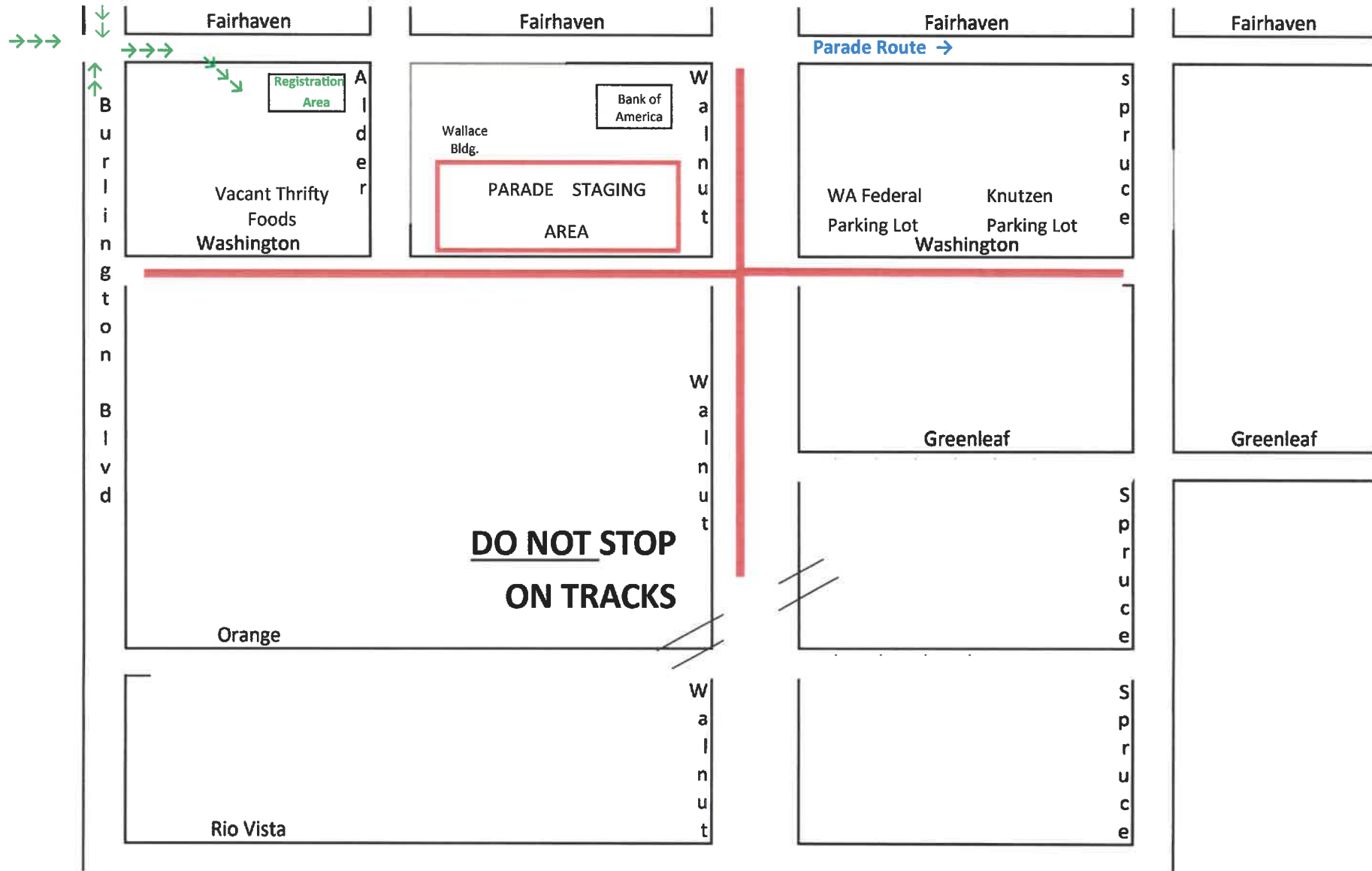
By affixing my signature, I hereby certify that I am the owner of the property for which this permit is issued or am an authorized representative of the owner.

All provisions of laws and ordinances governing this type of work will be complied with including obtaining all required building, street use and related permits.

Signature of Owner or Authorized Agent

Date

CITY OF BURLINGTON VETERANS PARADE

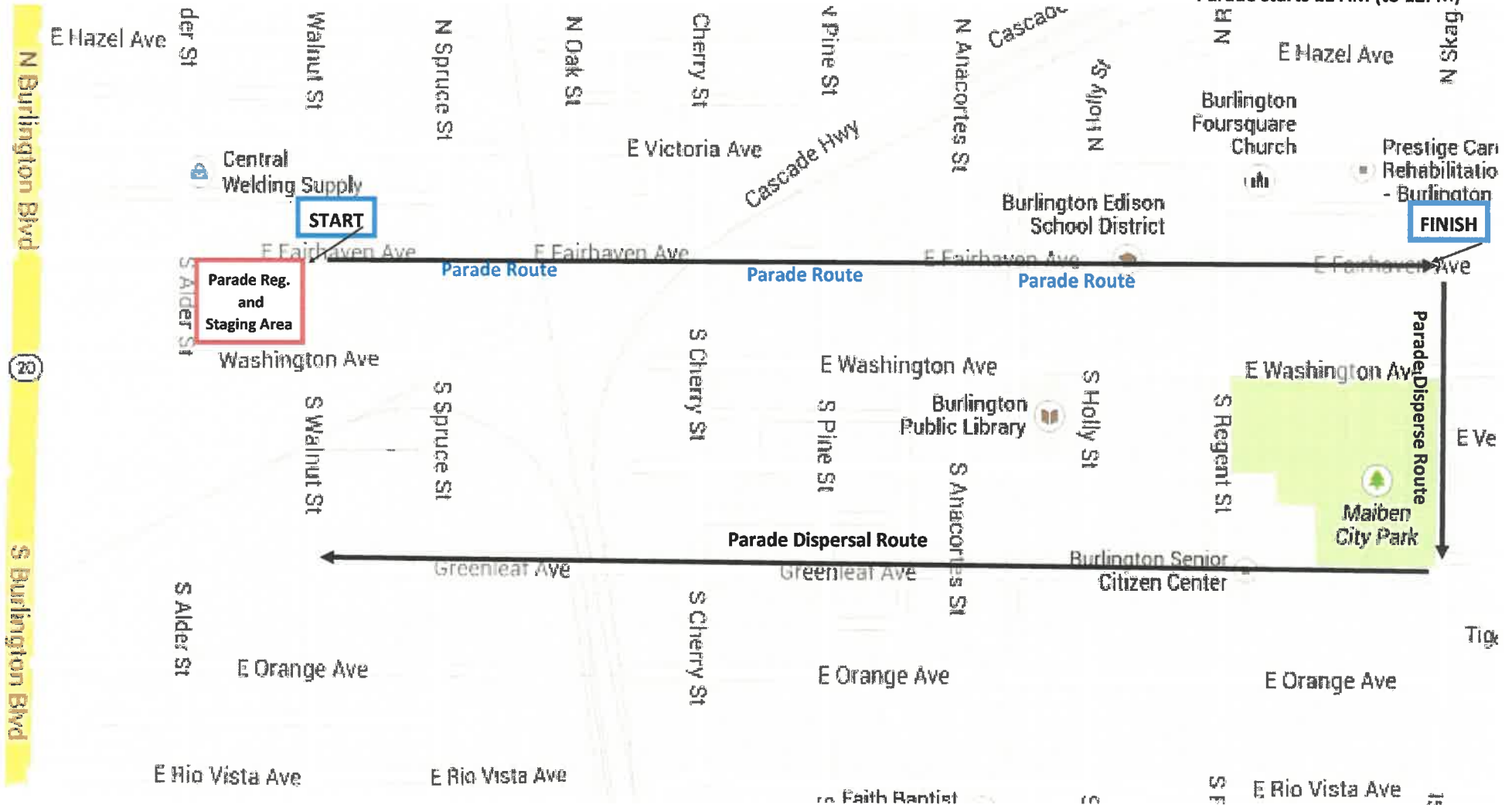


Parade Lineup/Check-in Area →→→

Veterans Parade Staging Areas —

N Burlington Blvd
23
S Burlington Blvd

616



Parade Dispersal Route - Along South Skagit Street to Greenleaf

[Return to Agenda](#)



PARK BOARD MEMBER APPLICATION


(360) 755-0531 or badmin@burlingtonwa.gov

New Member Contact Information

Name Cori Peck Date 4/15/2021
Home Address 1007 Umbarger Ct. City/St/Zip Burlington
Mailing Address (if different) 1007 Umbarger Ct.
Home Phone 360-421-7540 Work Phone 360-755-5700 Cell Phone 360-421-7540
Email Address cori.peck@secretharbor.org
Length of Residence in Burlington (years/months) 8 years

New Member Background Information *(attach additional sheets if necessary)*

Please list your job title, duties, formal education, and/or prior experience that relates to the Park Board.

Currently, I am the foster care program manager for a non-profit agency in Burlington (Secret Harbor). I work with families to come licensed foster parents, supervise case manager and case aides in the program as well as HR duties including hiring and financial advisory for the program. I have a BA in Human Services and I am currently getting my masters in Non-profit management and leadership with an estimated graduation date of Dec. 2021. 

Please list your organizational affiliations that relates to the Park Board.

I have three children (9,10,12) that play sports for the Burlington Parks Department. My husband also coached rec. soccer for many years. I am in the process of joining the board of directors for Community Action located in Mt. Vernon. I also serve on the board of my HOA.

Specify your main area of interest(s) and why (feel free to select more than one):

- ☒ Recreation Programming: _____
- ☒ Parks Planning & Development: _____
- ☒ Maintain/Develop Partnerships: _____
- ☒ Grants and Sponsorships: _____

Describe why you are seeking appointment to the Burlington Parks Board.

I have wanted to be more apart of my community for many years and I have a goal of one day serving on the City Council. I have a passion to work with people and enrich the community we live in.

References not Related to Applicant

Name Jenn Ryan Phone 360-319-1976 Relationship Current CEO
Name Brian Carroll Phone 360-929-3700 Relationship Past CEO

Any Other Relevant Information**Community Service Agreement**

The undersigned volunteer understands the nature and content of their duties, and in consideration of being permitted to participate in the volunteer program, agrees as follows:

1. To waive and release any and all claims for injuries or damages against the City of Burlington, it's officers, agents or employees which may arise out of, or in any way connected with the manner in which the duties are conducted; and,
2. To defend, indemnify, and hold harmless the City of Burlington, it's officers, agents and employees, from any liability for damage or claims for damage for personal injury, including death, and property damage, which may arise out of in in any way be connected with the manner in which the duties of a park board member are carried out.

authorize the City of Burlington, it's agents at the time of my application for volunteer, or anytime during my service, to verify the information contained in this application as it relates to the volunteer position. I certify my statements in this application are true, complete and correct to the best of my knowledge and belief. I understand any falsification or omission of information may bar me from continued volunteerism.

Signature of participant or, if under 18 years signature of parent/guardian:

Signature:  Date 4/14/2021

Email your New Member Application along with your Letter of Interest to badmin@burlingtonwa.gov

or drop off/mail your information to the address below:

City of Burlington
ATTN: Mayor Steve Sexton
833 S. Spruce Street
Burlington WA 98233

Please call (360) 755-0531 with any questions.

Major Steve Sexton
C/O City Hall
833 S. Spruce St.
Burlington, WA 98233

April 15, 2021

Dear Mayor Sexton,

I am writing this letter to express my interest in becoming a board member for the Park & Recreation Committee. I have over 15 years of experience working in non-profits, including my current role at Secret Harbor. Secret Harbor is a private non-profit foster care agency located in downtown Burlington. My current position is Vice President and Foster Care program manager.

I have been a Burlington resident for eight years and before that live in different areas around Skagit County, and I was born in Mt. Vernon. Skagit County is my home, and I have a passion for seeing our community grow and take care of its residents. I have three children (9,10,12) that play at our local parks and have played rec—sports since they were young. My husband coached Burlington rec. Soccer for many years.

I have a strong desire to be more involved in my community. I am also in the process of joining the board of directors at Community Action. I have a bachelor's degree in human services, and I will be graduating with my Masters's in Non-Profit Management and Leadership in Dec. 2021.

I appreciate your time and consideration. Please feel free to call me if you have any additional questions.

Sincerely,



Cori Peck

Cori.peck@secretharbor.org
360-421-7540



ITEM #: 1

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: November 9, 2021 Subject: **Public Hearing on Proposed 2022 (Draft) Budget**

Submitted By: Joe Stewart, Finance Director

Attachments: 1 - 2022 Budget (Preliminary) Public Hearing Required: YES (x) NO ()

HISTORY AND SUMMARY

Washington State Law requires a Public Hearing on the annual budget in order to ensure any taxpayer has an opportunity to appear and be heard for or against and part of the budget. In total, three hearings are required. A revenue hearing, a preliminary hearing and a final hearing. This is the preliminary hearing.

ALTERNATIVES CONSIDERED

None, this is a requirement of the state.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

N/A

LEGAL ASPECTS – LEGAL REVIEW

None identified

STAFF RECOMMENDATION

N/A

SUGGESTED COUNCIL MOTION LANGUAGE

N/A

City of Burlington
2022 Budget (Preliminary)
November 9, 2021 Public Hearing

Fund No.	Fund Name	Beginning Bal	Revenues	Expenditures	Ending Bal	Note
001	General Fund	\$5,831,277	\$18,303,527	\$17,297,306	\$6,837,498	1
101	Street	\$462,997	\$738,999	\$1,058,999	\$142,998	
102	Arterial Street	\$218,580	\$8,453,931	\$7,553,782	\$1,118,729	
103	First Step Center Operating	\$67,167	\$80,000	\$80,000	\$67,167	
105	Fiber	\$132,394	\$283,626	\$278,200	\$137,820	
107	Park Endowment	\$26,415	\$0	\$3,050	\$23,365	
116	Cemetery	\$39,491	\$106,982	\$106,982	\$39,491	
119	Substance Abuse	\$26,587	\$0	\$350	\$26,237	
150	Fire/EMS	\$354,868	\$5,521,829	\$5,521,829	\$354,868	
197	Lodging Tax	\$583,487	\$401,833	\$496,220	\$489,100	
201	Debt Service	\$298,506	\$289,782	\$314,980	\$273,308	
300	General Reserve	\$601,479	\$562,829	\$630,000	\$534,308	
301	Capital Improvement	\$2,048,436	\$759,661	\$1,550,261	\$1,257,836	
303	First Step Center Construction	\$0	\$400,116	\$400,000	\$116	2
311	Park Capital Improvement	\$1,967,587	\$432,881	\$1,548,553	\$851,915	
401	Sewer	\$1,795,604	\$3,663,324	\$3,845,121	\$1,613,807	
402	Sewer Reserve	\$4,976,800	\$1,568,009	\$1,730,000	\$4,814,809	
425	Storm	\$1,854,859	\$1,303,145	\$1,379,350	\$1,778,654	
426	Strom Reserve	\$1,513,255	\$255,647	\$150,000	\$1,618,902	
501	ER&R	\$1,752,108	\$748,838	\$546,209	\$1,954,737	
502	CR&R	\$213,362	\$193,457	\$175,519	\$231,300	
701	Cemetery Endowment	\$375,712	\$2,777	\$0	\$378,489	
TOTAL		\$25,140,972	\$44,071,193	\$44,666,711	\$24,545,453	

Notes

1 - The beginning cash balances are actual ending cash balances through end of September 30, 2021

2 - Expenses in this fund represent the transfer of \$400k back to Fund 301

None

BID REQUIREMENTS

Since there are limited qualified well drilling firms, we envision selecting a firm off the MRSC roster. Jim Rabenstein is also going to contact area well drillers to get a rough idea of the cost of the wells and the resulting bid requirements.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

Further development of irrigation at SRP is included in both our adopted Capital Improvement Plan and within the 2021 budget. The funding would come out of Fund #311 which is dedicated to Park capital improvements. No General Fund money would be involved.

LEGAL ASPECTS – LEGAL REVIEW

None

STAFF RECOMMENDATION

Staff recommends Council approve the solicitation of bids for these wells.

SUGGESTED COUNCIL MOTION LANGUAGE

“I move to authorize the solicitation of bids for three wells to be drilled in Skagit River Park.”

Skagit River Park Playfields

Main Entrance: 1100 S. Skagit Street
Burlington, WA 98233

South Entrance: 1510 E. Whitmarsh Road
Burlington, WA 98233

