

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
7:00 p.m. January 13, 2022
REMOTELY VIA TELEPHONE: 1-774-777-4255
CONFERENCE ID No.: 589-8786

CALL TO ORDER:

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

MINUTES:

[City Council Meeting December 9, 2021](#)

AUDIT OF BILLS:

PUBLIC COMMENTS:

COUNCIL COMMENTS:

MAYOR'S UPDATE:

PROCLAMATION:

PRESENTATION:

COMMITTEE & BOARD REPORTS:

OFFICERS REPORTS:

UNFINISHED BUSINESS:

CONSENT AGENDA: 1) [Agreement for Background Investigation Services- Lana Reichert](#)

NEW BUSINESS:

- 1) [Emergency Medical Services Fee Resolution](#)
- 2) [Zoll X-Series Advanced Monitor Purchase](#)
- 3) [Year-end 2021 Sales Tax Graph](#)
- 4) [Termination of Contract with New X Inc. for Pipe Bursting and Replacement](#)
- 5) [Appointment of Michael Stansberry to Civil Service Commission](#)

DISCUSSION:

FUTURE WORKSHOP:

- 1) [FIRE STATION REMODEL](#)

Thursday January 20, 2022 6:00 PM
MEETING TO BE HELD REMOTELY
VIA TELEPHONE: 1-774-777-4255
CONFERENCE ID No.: 589-8786

EXECUTIVE SESSION:

ADJOURNMENT:

MEETINGS:

- 1) [AUDIT & FINANCE COMMITTEE:](#)

Thursday January 13, 2022 4:00 p.m.
MEETING TO BE HELD REMOTELY
VIA TELEPHONE: 1-774-777-4255
CONFERENCE ID No.: 589-8786



FUTURE COUNCIL AGENDA

January 20, 2022 COUNCIL WORKSHOP

6PM to 8PM

**Fire Station Remodel Presentation via Zoom
King Architecture**

January 27, 2022 Council Meeting

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

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

Presentation of Final Doyle Dog Park Design

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

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

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

Discussion – Police Lateral Hire Bonus Program

Approval of Doyle Dog Park Equipment Purchases

Resolution Surplusing Fire Equipment

Skagit River Park Boom Cart Bid Results

Police Department Fencing Bid Results

February 10, 2022 Council Meeting

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

Comprehensive Plan Update – Preliminary Adoption of Updated Zoning Map



February 17, 2022 Council Meeting

Presentation – January 2022 Financial Position – Cash Balances, Sales Tax, & Other Data

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

March 10, 2022 Council Meeting

Revised Shoreline Master Plan (SMP) Adoption

March 24, 2022 Council Meeting

Presentation – February 2022 Financial Position – Cash Balances, Sales Tax, & Other Data

April 2022 – Update on Court Backlog

January 2022

January 2022							February 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	6	7	1	2	3	4	5
9	10	11	12	13	14	8	13	14	8	9	10	11	12
16	17	18	19	20	21	15	20	21	15	16	17	18	19
23	24	25	26	27	28	22	27	28	22	23	24	25	26
30	31					29							

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

February 2022

February 2022							March 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	6	7	1	2	3	4	5
13	14	8	9	10	11	12	13	14	8	9	10	11	12
20	21	15	16	17	18	19	20	21	15	16	17	18	19
27	28	22	23	24	25	26	27	28	22	23	24	25	26

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

December 9, 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, Rick DeGloria, Scott Green, and James Stavig. Staff present: Janice Burwash, Don Erikson, Geoff Hawes, Leif Johnson, Sandra Kottke, Mike Luvera, Kristen Morrison, Marv Pulst, Jim Rabenstein, Travis Schwetz, Joseph Stewart, Robert Toth Sarah Ward, and Greg Young.

A motion was made by **Councilors Chaplin/Green** to excuse **Councilor Loving** from the meeting. All in favor; motion carried.

MINUTES:

A motion was made by **Councilors R. DeGloria/Green** to approve the minutes of the November 23, 2021 City Council meeting. All in favor; motion carried.

AUDIT OF BILLS:

Councilor Green discussed City bills which included a \$22,000 bill from Tuttle Engineering for the east-west connector, and stated that all other expenses were within the realm of normal. A motion was made by **Councilors Green/Chaplin** to approve Accounts Payable invoices to be paid as of December 9, 2021, in the amount of \$383,625.40 and Payroll Expenses for Pay Period ending November 30, 2021, in the amount of \$539,569.87. All in favor; motion carried.

PUBLIC COMMENTS:

No public comments were submitted.

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 Chaplin discussed the meeting being Councilor Loving's last meeting, and thanked him for his many years of service as a Councilmember; **Councilor Aslett** also expressed gratitude toward Councilor Loving. A discussion was held on the years of service given by Councilor Loving.

A favorable discussion was held on the Christmas tree lighting and decorations downtown.

Councilor Aslett requested the City reinstate the informal Council tours of City facilities; he expressed the helpfulness of said tours for keeping Councilmembers up-to-date on departments and facilities.

MAYOR'S UPDATE:

Mayor Sexton discussed how downtown looks really nice with the holiday decorations. **Mayor Sexton** discussed the Children's Museum Winter Wonderland Festival event, and how it was very well-attended and is a community-driven event. **Mayor Sexton** advised Councilmembers of the upcoming requirement to be sworn-in for their new terms.

December 9, 2021

Mayor Sexton praised City staff for their efforts in adding lights and seasonal decorations to the downtown area.

PRESENTATION:

No Presentation.

PROCLAMATION:

No Proclamation.

COMMITTEE & BOARD REPORTS:

No Committee & Board Reports.

OFFICERS REPORTS:

No Officers Reports.

UNFINISHED BUSINESS:

No Unfinished Business.

CONSENT AGENDA

Resolution Designating a Legal Publisher for all Legal Notices in 2022: Skagit Publishing

A motion was made by **Councilors J. DeGloria/Green** to Motion to approve Consent Agenda item #1 and authorize the Mayor's signature on appropriate documents and resolution. All in favor; motion carried.

NEW BUSINESS:

Furlough Reimbursement Resolution

City Administrator Greg Young summarized the furlough of staff, and the resulting 10% pay reduction for non-represented, FLSA exempt staff, as a result of early COVID impact mitigation efforts. **Young** detailed how funds the City has received from ARPA could be used to reimburse those exempt staff who had their pay reduced in the year 2020.

Discussion was held on how many people this pay reduction affected, and how much it would cost to give the reimbursement. **Councilor Stavig** indicated that he was initially not in favor of the reimbursement, but now supports it. **Councilor Aslett** requested the reimbursement be done via a separate payroll, and paid by ARPA funds. **Councilor J. DeGloria** requested dollar amount for the reimbursement; **Young** stated that he believes the amount to be less than \$90,000, but would update Council and give them a specific amount.

A motion was made by **Councilors Stavig/Green** to approve the resolution authorizing the Mayor, City Administrator, or Designee to implement reimbursement of the 2020 10% wage furlough, which resulted in a temporary salary reduction for some City employees due to the COVID-19 pandemic. All in favor; motion carried.

December 9, 2021

2% Water Utility Tax

City Administrator Greg Young reviewed details of the City’s collection of various taxes from utility provider in the City, and how, historically, Councils have annually decided to suspend the collection of the 2% water utility tax. Councilor Loving requested the water utility not be brought to Council on an annual basis. Councilors Chaplin and Aslett spoke in favor of reviewing the tax annually.

A motion was made by **Councilors Stavig/J. DeGloria** to suspend the Water Utility Tax until December 31, 2022 and authorize the Mayor to sign the associated Ordinance. All in favor; motion carried.

Adoption of the 2022 Capital Improvement Plan (CIP)

City Administrator Greg Young reviewed aspects of the Capital Improvement Plan, and described it as a planning document to be used, in-part for when the City seeks grant funding for projects named within.

A motion was made by **Councilors Aslett/Green** to approve the Final 2022 Capital Improvement Plan. All in favor; motion carried.

2022 Council Committee Assignments and Election of Mayor Pro Tem and Investment Chair

Mayor Sexton asked Council whether they preferred to make any modifications to the Committee assignments for the year 2022. **Councilors J. DeGloria** and **Stavig** requested to “swap” assignments so that Councilor Stavig will be on the Public Works committee, J. DeGloria will be on the Audit and Finance Committee, J. DeGloria will be assigned to the Downtown Burlington Association, Stavig removed, Green moved to alternate status and Councilmember-elect Jamie Weiss moved to regular member of that board. Additionally, Councilmember-elect Weiss is to be moved from alternate to regular member of the Parks & Cemetery Board, and Green, to be moved to alternate status.

A motion was made by **Councilors J. DeGloria/Green** to approve the Mayor’s 2022 Council Committee Assignment with changes as discussed. All in favor; motion carried.

A motion was made by **Councilors Stavig/R. DeGloria** to elect Councilor J. DeGloria as Mayor Pro Tem. All in favor; motion carried.

A motion was made by **Councilors Stavig/Green** to elect Councilor Aslett as Investment Chair. All in favor; motion carried.

Proposed Cancellation of second Council meeting in December

City Administrator Greg Young discussed the Christmas holiday observation in relation to the day of the next regularly-scheduled Council meeting on December 23.

A motion was made by **Councilors Green/Stavig** to cancel the second regularly-scheduled Council meeting in December, which was to be held on December 23, 2021. All in favor; motion carried.

December 9, 2021

EXECUTIVE SESSION:

No Executive Session.

ADJOURNMENT:

Mayor Sexton adjourned the meeting at 8:25 p.m.

Joseph Stewart
Finance Director

Steve Sexton
Mayor



CONSENT AGENDA – January, 13 2022

1. Agreement for Background Investigation Services – Lana Reichert

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

City of Burlington

Professional Service Agreement

This Agreement is entered into this ____ day of January, 2022 by and between the City of Burlington, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City", and Lana Reichert of Skagit County Investigations LLC f1004 7th Street Suite 208, Anacortes, WA. 98221, (360) 661-4979, hereinafter referred to as the "Contractor".

RECITAL:

WHEREAS, the City provides numerous services for persons in the Burlington area; and

WHEREAS, the City wishes to facilitate certain services and projects but does not have available staff or expertise to provide certain services to the citizens of Burlington; and

WHEREAS, Contractor represents and warrants that it is available, experienced and qualified with specific expertise to provide the following services:

NOW, THEREFORE, THE CITY AND CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. **Services:** The Contractor shall perform services in the following general areas:

Individual background investigations for candidates under consideration for employment with the City of Burlington Fire Department. (see Scope of Work attached hereto as Exhibit A)

2. **Location:** The Contractor shall perform said services at the following location(s):

Services shall generally be performed at the location of Contractor's choosing, pursuant to the Scope of Work described more fully in Exhibit A, attached hereto. Occasional meetings at Burlington City facilities may be requested by either Party, at a reasonable time to be agreed between the parties.

3. **Time:** The Contractor shall perform said services according to the following schedule:

Within thirty (30) days, of the transmittal of candidate files, or other timeline as agreed to by both parties, the Contractor shall provide written reports on the candidates. If more than three (3) candidate files are transmitted within any thirty (30) day period, additional review time shall be allowed, if necessary. Reports shall be submitted to the City as they are completed.

4. **Compensation:** The City shall pay the Contractor for performance of said services according to the following schedule:

A rate of \$95.00 per hour shall be billed for all time worked by the Contractor for any aspect of individual background investigations including phone interviews, in-person interviews, report writing and travel time. The total amount billed shall not exceed twenty thousand dollars (\$20,000.00), without written consent of the City.

5. **Termination:** The City may terminate this Agreement at any time, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date. The termination notice shall be sent to the address set forth above. The Contractor shall notify the City of any change in address. If the Agreement is terminated by the City as provided herein, the Contractor will be paid for services actually performed prior to termination, as billed by Contractor and agreed by the City, less payment for compensation previously made. Billing may not exceed twenty thousand dollars (\$20,000.00) total without written consent of the City.

Unless terminated beforehand, this Agreement shall terminate on December 31, 2022. The parties may extend this Agreement pursuant to written agreement, executed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, its officers, employees and agents by virtue of any breach of this Agreement by the Contractor for the purpose of set off until such time as the exact amount of damages due the City for the Contractor is determined.

6. **Independent Contractors:** The Contractor shall at all times be an Independent Contractor and not an employee of the City and shall not be entitled to compensation or benefits of any kind except as specifically provided herein. The Contractor shall be subject to the City's control and direction as to results to be accomplished, but not as to the details and means by which the results are accomplished. The Contractor shall not be covered by any City benefit programs, such as health and welfare, benefit plans, social security, workers compensation or unemployment compensation, and shall not be treated as an employee for federal tax purposes or any other purpose. The Contractor shall be responsible for paying all taxes related to payments the City makes to the Contractor, including federal income taxes, self employment (social security and Medicaid) taxes and state business and occupation taxes, and the City is not responsible for withholding for or paying any of those taxes. The Contractor shall indemnify and hold harmless the City from and against any and all costs (including attorney's fees incurred in defense or liabilities including payroll taxes, penalties or interests) arising out of any breach of the above representations and warranties or any assertion that the Contractor is not an independent contractor.
7. **Indemnification/Hold Harmless:** The Contractor shall defend, indemnify and hold the City, its officers, elected officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
8. **Authority:** The Contractor does not have, and shall not hold itself out as having authority to create any contract or obligation that is binding on the City unless the City otherwise consents in writing.
9. **Assignability:** The Contractor shall not assign any interest in its Agreement and shall not transfer any interest in the same.
10. **Employees of the Contractor:** All services to be performed by the Contractor herein shall only be performed by said Contractor, or his/her employees unless by specific written consent of the City. The Contractor shall have constant supervision of all of Contractor's employees at all times.
11. **Insurance Coverage:** At all times during the term of this Agreement, Contractor shall provide a current copy of and maintain and keep in force the following insurance policies against claims arising out of or in connection with the performance of this Agreement to the City:

Commercial General Liability Insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000.00) combined single limit per occurrence and two million dollars (\$2,000,000.00) aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion; collapse and underground (XCU) if applicable, and employer's liability. The City of Burlington should be the additional insured on the Certificate of Insurance along with language on the Endorsement to include: "Additional Insureds include the City of Burlington, its Elected Officials, Appointed Officers, Employees and Agents".

12. **Wage in Hours Law Compliance:** The Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other laws affecting its employees, if any, and the rules and regulations issued there under insofar as applicable to its employees and shall at all times indemnify, defend and save the City free, clear and harmless from and against any and all actions, claims, demands, expenses arising out of said Act or laws and rules and regulations that are or may be promulgated in conjunction herewith.
13. **Equal Employment Opportunity:** The Contractor will not discriminate against any employee or applicant for employment because of race, color, or religion, sex, age, handicap, marital status or national origin.
14. **Non-Discrimination in Services:** The Contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age or the presence or any sensory, mental or physical disability:
 - a. Deny any individual services or benefits provided under this Agreement
 - b. Provide any services or other benefit to an individual which are different or are provided in a different manner from those provided to others under this Agreement
 - c. Subject an individual to segregation or separate treatment in any manner related to his receipt of any service(s) or benefits provided under this Agreement
 - d. Deny any individual an opportunity to participate in any program provided by this Agreement through the provision of service(s) or otherwise, or will afford him an opportunity to do so which is different than that afforded others under this Agreement.
15. **Changes to Agreement:** The City may, from time to time, require changes in the scope of the service to be performed hereunder. Such changes, including increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the City and the Contractor, shall be incorporated in written amendment to this Agreement.
16. **Contents and Understanding:** This Agreement contains a complete integrated understanding and Agreement between the Parties and supersedes any understanding, agreement or negotiations whether oral or written not set forth herein or in any written amendments hereto duly executed by both Parties.

In witness whereof, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF BURLINGTON:

CONTRACTOR:

Mayor

Title

Steve Sexton

Print Name

Signature

Date

Lana Reichert/Skagit County Investigations LLC

Print Name

Signature

Date

ATTEST:

Finance Director

Title

Joe Stewart

Print Name

Signature

Date

APPROVED AS TO FORM:

City Attorney

Title

Leif Johnson

Print Name

Signature

Date

Contractor certifies that he/she has the necessary training, education and/or skill to perform the scope of work in accordance with the standards and best practices of his/her profession.

1. Contractor's Scope of Work:

Conduct an individual background investigation on candidates supplied by the City to include the following:

- Employment verification
 - Including follow-up for general character reference
- PHI questionnaire consistency review and follow-up.
 - Criminal history (Criminal History report to be obtained by the Contractor)
 - Driving history (Driver Record to be provided by the City)
 - Personal finances (Credit Report to be provided by the applicant)
- Credential checks
 - Certification, license, and award verification
 - Professional affiliation and/or membership verification
 - Educational history, including verification of attendance and degrees earned
- Reference verifications
 - Contact selection of relatives
 - Contact selection personal references
 - Contact other affiliates deemed necessary or appropriate as leads develop through other interviews/verifications
- Written report including verification and contact information as well as any insight into the character, judgment, or general personality tendencies of the candidate.

2. Contractor's Training / Qualifications:

Lana Reichert, Skagit County Investigation LLC owner and agency principal, holds a Bachelors of Arts in Science from the University of Idaho. Ms. Reichert is licensed and bonded with the State of Washington. Ms. Reichert has over 20 years of experience in all aspects of investigations to include criminal, civil, criminal history, background checks, surveillance, trial preparation, interviewing and report writing, witness location, scene analysis and court testimony. Ms. Reichert worked 14 years as the Chief Criminal Defense Investigator for the Skagit County Public Defender's Office.

estimates range between \$10,000 - \$20,000 depending on transport volume, type and payer category.

LEGAL ASPECTS – LEGAL REVIEW

No legal issues have been identified.

STAFF RECOMMENDATION

Adoption of the EMS ambulance transport service fees and authorize the Mayor to sign.

SUGGESTED COUNCIL MOTION LANGUAGE

Move to adopt the attached resolution adopting EMS ambulance transport service fees and authorize the Mayor to sign.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGTON
ESTABLISHING FEES FOR AMBULANCE TRANSPORT SERVICES**

WHEREAS, the City of Burlington has entered into an inter-local agreement with Skagit County to provide emergency medical response (advanced life support and basic life support) response and transport services within the City of Burlington and a portion of unincorporated Skagit County ; and

WHEREAS, the Board of Skagit County Commissioners adopted Resolution # R20220001 on January 3, 2022 thereby establishing ambulance transport fees in Skagit County for the years 2022, 2023 and 2024; and

WHEREAS, the City Council desires to adopt the same fee schedule as all other emergency medical services transport providers in Skagit County, consistent with the inter-local agreement signed with Skagit County;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Burlington, Washington, that the following fees for emergency medical transport services provided by the City of Burlington are hereby adopted:

Fee Schedule Effective January 1, 2022

<u>Level of Service</u>	<u>Resident</u>	<u>Non-Resident</u>
BLS – Non Emergency Transport	\$707.16	\$985.38
BLS - Emergent Transport	\$794.10	\$1043.35
ALS - Non-Emergency Transport, Level 1	\$950.60	\$1348.24
ALS - Emergency Transport, Level 1	\$1014.36	\$1354.03
ALS - Emergency Transport, Level 2	\$1141.88	\$1425.91
Mileage	\$18.55	\$20.87

Fee Schedule Effective January 1, 2023

<u>Level of Service</u>	<u>Resident</u>	<u>Non-Resident</u>
BLS – Non Emergency Transport	\$728.37	\$1014.94
BLS - Emergent Transport	\$817.93	\$1074.65

ALS - Non-Emergency Transport, Level 1	\$979.12	\$1388.68
ALS - Emergency Transport, Level 1	\$1044.80	\$1394.65
ALS - Emergency Transport, Level 2	\$1176.14	\$1468.68
Mileage	\$19.10	\$21.49

Fee Schedule Effective January 1, 2024

<u>Level of Service</u>	<u>Resident</u>	<u>Non-Resident</u>
BLS – Non Emergency Transport	\$750.22	\$1045.39
BLS - Emergent Transport	\$842.46	\$1106.89
ALS - Non-Emergency Transport, Level 1	\$1008.50	\$1430.34
ALS - Emergency Transport, Level 1	\$1076.14	\$1436.49
ALS - Emergency Transport, Level 2	\$1211.43	\$1512.74
Mileage	\$19.68	\$22.14

Note: Resident Rate applies to all residents of Skagit County

Note: BLS means Basic Life Support

Note: ALS means Advanced Life Support

BE IT ALSO RESOLVED that the above fees shall become effective five days after publication of legal notice of their adoption.

INTRODUCED, PASSED AND APPROVED BY A MAJORITY VOTE OF THE CITY COUNCIL OF THE CITY OF BURLINGTON on this 13th day of January 2022.

Steve Sexton, Mayor

Date

Approved as to form and legality:

Leif Johnson, City Attorney Date

ATTEST:

Joe Stewart, Finance Director Date

RESOLUTION NO.

**RESOLUTION AMENDING SKAGIT COUNTY RESOLUTION NO. R20170124
AMBULANCE FEE SCHEDULE**

WHEREAS Skagit County Ordinance No. 020030003 was passed by the Skagit Board of Commissioners effective December 30, 2002, to provide efficient and effective emergency medical and related services throughout Skagit County in compliance with state law; and

WHEREAS Skagit County Resolution No. R20170124 was passed by the Skagit Board of Commissioners effective June 5, 2017 to amend Resolution R20150004 ambulance user fee rates throughout Skagit County in compliance with state law; and

WHEREAS Skagit County engages qualified contracted providers to deliver ambulance services throughout Skagit County; and

WHEREAS the Skagit County Director of Emergency Medical Services proposes an increase to resident and non-resident ambulance fees for transport to local hospitals, which have remained unchanged since 2017 as detailed in the attached fee schedule; and

WHEREAS the Skagit County Board of County Commissioners desires to ensure equality of service levels and cost of services provided; and

WHEREAS a public hearing was held on December 21, 2021 to receive public comment and testimony regarding the proposed revisions to the ambulance fee schedule.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, that the Ambulance Fee Schedule adopted by Skagit County Resolution R20170124 be replaced by the following Ambulance Fee Schedule to be used by all contracted ambulance service providers in the County;

EFFECTIVE JANUARY 1, 2022

CMS#	Level of Service Codes	Resident Fee	Non-Resident Fee
A0428	BLS – Non-Emergency Transport	\$ 707.16	\$ 985.38
A0429	BLS – Emergency Transport	\$ 794.10	\$ 1043.35
A0426	ALS – Non-Emergency Transport	\$ 950.60	\$ 1348.24
A0427	ALS – Emergency Transport, Level 1	\$ 1014.36	\$ 1354.03
A0433	ALS – Emergency Transport, Level 2	\$ 1141.88	\$ 1425.91
A0425	Mileage	\$ 18.55	\$ 20.87

EFFECTIVE JANUARY 1, 2023

CMS#	Level of Service Codes	Resident Fee	Non-Resident Fee
A0428	BLS – Non-Emergency Transport	\$ 728.37	\$ 1014.94
A0429	BLS – Emergency Transport	\$ 817.93	\$ 1074.65
A0426	ALS – Non-Emergency Transport	\$ 979.12	\$ 1388.68
A0427	ALS – Emergency Transport, Level 1	\$ 1044.80	\$ 1394.65
A0433	ALS – Emergency Transport, Level 2	\$ 1176.14	\$ 1468.68
A0425	Mileage	\$ 19.10	\$ 21.49

EFFECTIVE JANUARY 1, 2024


CMS#	Level of Service Codes	Resident Fee	Non-Resident Fee
A0428	BLS – Non-Emergency Transport	\$ 750.22	\$ 1045.39
A0429	BLS – Emergency Transport	\$ 842.46	\$ 1106.89
A0426	ALS – Non-Emergency Transport	\$ 1008.50	\$ 1430.34
A0427	ALS – Emergency Transport, Level 1	\$ 1076.14	\$ 1436.49
A0433	ALS – Emergency Transport, Level 2	\$ 1211.43	\$ 1512.74
A0425	Mileage	\$ 19.68	\$ 22.14


PASSED this 3rd day of January, 2022.




BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON


Peter Browning, Chair



Ron Wesen, Commissioner


Lisa Janicki, Commissioner


Attest:


Clerk of the Board

Approved as to form:


Civil Deputy Prosecuting Attorney

Approved as to content:


Department Head

The City of Burlington provides Advanced Life Support Services (ALS) to our City, surrounding service area, and has an automatic aid agreement for the greater Skagit County. As part of delivering these ALS Services, a critical piece of equipment used by the Burlington Fire Department is our ZOLL X-Series Advanced EKG Monitor/Defibrillator. This state of the art piece of equipment provides EKG monitoring, defibrillation, and EKG transmission to Emergency Rooms for those experiencing critical cardiac events, as well as many other advanced features necessary to provide essential life-saving care. We initially received these devices as a part of the equipment distribution from the Central Skagit Medic One dissolution. The three (3) devices that were transferred to us were manufactured in the years 2013, 2013, and 2018. Due to the progressing age of two of the three devices, and the anticipated life span of 10 years for each device, we are in need of adding a new Monitor to our fleet and placing one of the older devices into reserve/training status. This purchase will ensure we are establishing a reasonable replacement cycle to avoid overextending the life expectancy of the devices, continued warranty/service support, and avoid incurring a large one time purchase in the future. We are requesting the purchase of one ZOLL X-Series Advanced to begin the process of upgrading and replacing our aging and deteriorating monitor/defibrillators.

ALTERNATIVES CONSIDERED

Alternatives considered include the following:

- 1) Delay the purchase of a new monitor, which delays potential improvement in quality of patient care due to new technology advancements, can lead to potential equipment failure as it ages, increased repair and maintenance cost, increased inflationary replacement cost, and future one time bulk replacement cost.
- 2) Purchase new ZOLL X-Series in coordinated effort to spread out purchasing and cost over time, while maintaining quality of equipment consistent with the ever changing patient care needs and supporting the availability of a reserve unit that can also serve as a training unit.

BID REQUIREMENTS

Due to current use of like ZOLL X-Series Monitor/ Defibrillators and use of the same monitor and data software utilization by partnering agencies and EMS Office, as well as limited need for additional training and patient care components that would be required if different Vendor was utilized, we recommend remaining with current Vendor. In conjunction with this, ZOLL is the only vendor for this monitor and would be a Sole Source Vendor.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

Purchase utilizing funds from the 301 Real Estate Excise Tax Funds as identified in the 2021 CIP.

LEGAL ASPECTS – LEGAL REVIEW

The legal department has reviewed the contract. The terms of Burlington Municipal Code 2.84.450 allow for sole source purchasing under the terms described therein.

STAFF RECOMMENDATION

Due to improvements in technology, aging equipment and efforts to put equipment in a rotational replacement practice, the Burlington Fire Department is requesting to purchase one ZOLL X-Series Advanced monitor/ defibrillator. We ask that the City approve the purchase as proposed.

SUGGESTED COUNCIL MOTION LANGUAGE

I make motion to approve the purchase of one (1) ZOLL X-Series Advanced monitor/defibrillator from ZOLL in the amount of \$52,359.46 and authorize the Mayor to sign the agreement.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Quote No: Q-12436

Burlington Fire Department
350 Sharon Avenue
Burlington, WA 98233

ZOLL Customer No: 157244

Dan Laine
3607550261
danl@burlingtonwa.gov

Quote No: Q-12436

Version: 2

Issued Date: December 3, 2021
Expiration Date: December 27, 2021

Terms: NET 30 DAYS

FOB: Shipping Point
Freight: Prepay & Add

Prepared by: Amy Turley
EMS Territory Manager
aturley@zoll.com
+1 2538205490

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	949804	601-2431112-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, Audio, CPR Expansion Pack, Remote View Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •	1	\$46,314.25	\$39,367.11	\$39,367.11
2	949804	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	1	\$157.50	\$133.87	\$133.87

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Fax: (978) 421-0015

Email: esales@zoll.com

Burlington Fire Department
Quote No: Q-12436

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	949804	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	1	\$252.35	\$200.90	\$200.90
4	949804	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	1	\$870.35	\$676.00	\$676.00
5	949804	8000-0580-01	Six hour rechargeable Smart battery	2	\$519.75	\$421.00	\$842.00
6	949804	8707-000502-01	X Series Accessory Carry Case - Printer Chute with Single Zipper	1	\$535.34	\$0.00	\$0.00
7	949804	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	1	\$52.45	\$40.91	\$40.91
8		8778-89055-WF	X Series - Worry-Free Service Plan - 5 Years On-Site At Time of Sale Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional lithium SurePower Batteries, discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. ACCIDENTAL DAMAGE COVERAGE Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. BATTERY REPLACEMENT PROGRAM - Batteries must be maintained per ZOLL's recommended maintenance program. - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault. - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician.	1	\$8,435.00	\$7,591.50	\$7,591.50

Subtotal: \$48,852.29

Estimated Tax: \$3,507.17

Total: \$52,359.46

Contract Reference	Description
949804	Reflects GPO Npp 2020 - Contract No. PS20200 contract pricing.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Burlington Fire Department
Quote No: Q-12436

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made 60-90 days after receipt of accepted purchase order.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting www.zollwebstore.com.

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Burlington Fire Department

Authorized Signature:

Name: _____
Title: _____
Date: _____



ITEM #: 3

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: January 13, 2022 Subject: Year-end 2021 Sales Tax Graph

Submitted By: Greg Young, City Administrator

Attachments: Cumulative 2021 Sales Tax Graph Public Hearing Required: YES () NO (X)

By Month 2021 Sales Tax Graph

By Sector 2021 Sales Tax Graph

HISTORY AND SUMMARY

Each month we prepare graphical information on the Sales Tax revenue for the City. With 2021 now complete, included in your packets are the three (3) graphs we normally present. These include the Cumulative, the By Month, and the By Sector sales tax graphs. While each contain basically the same information, they do provide a way to analyze our sales tax revenue in different ways. Remember that we receive our monthly sales tax from the State on a two month delay so sales tax received in December represents retail sales in October.

This delay is consistent from year to year so comparisons can be made over time.

The CUMULATIVE Graph – 2021 was certainly a strange (but in a good way) year as opposed to the strange (but in a bad way) year 2020. We received approximately \$1.3 million more in sales tax in 2021 compared to 2020 (2020 had a drop of \$400K from 2019). The increased monthly sales tax began in March (January sales) and continued to grow throughout 2021.

This increase was probably a combination if pent-up demand and the Federal stimulus monies.

The BY MONTH Graph – This graph reflects the demand/federal stimulus effect well. The increase in monthly sales tax can be clearly seen as it mirrors the timing of the Federal direct cash payments. Most notably, the monthly sales tax for November and December of 2021 fell back into the to-be-expected range as compared to prior years. These last two months of 2021 do reflect a more “natural” increase in sales and will hopefully be an indicator of our 2022 sales tax revenue.

The BY SECTOR Graph – The Department of Revenue sends us sales tax information on a monthly basis broken down into seven (7) business sectors. This is useful to see how the various components of our retail businesses are doing over time and compared to the other

sectors. As you can see, there is a solid comparative relationship between the sectors – Auto/RV sales have always been the highest sales tax generators and Grocery/Convenience the lowest. The take-away for 2021 is that every sector reflected a strong rebound from 2020 and even the “All Other” sector that had the biggest drop in 2020 rebounded in 2021. This overall increase by sector should bode well for 2022 barring other economic headwinds.

It is also interesting to note that the Building and Construction Sector, while always volatile, has shown two solid years of growth. This is important since new construction leads to increased economic activity, an increased population, and a further diversification of our sales tax base.

Overall, 2021 was a good year for sales tax generation. This increase in expected sales tax revenue combined with the City’s America Rescue Plan Act dollars and budget cuts in the wake of the Pandemic, has resulted in the City having healthy cash reserves (especially as compared to a few years ago) which should serve as a financial buffer in the future.

ALTERNATIVES CONSIDERED

N/A

BID REQUIREMENTS

N/A

CURRENT AND FUTURE BUDGET RAMIFICATIONS

See above

LEGAL ASPECTS – LEGAL REVIEW

None

STAFF RECOMMENDATION

N/A

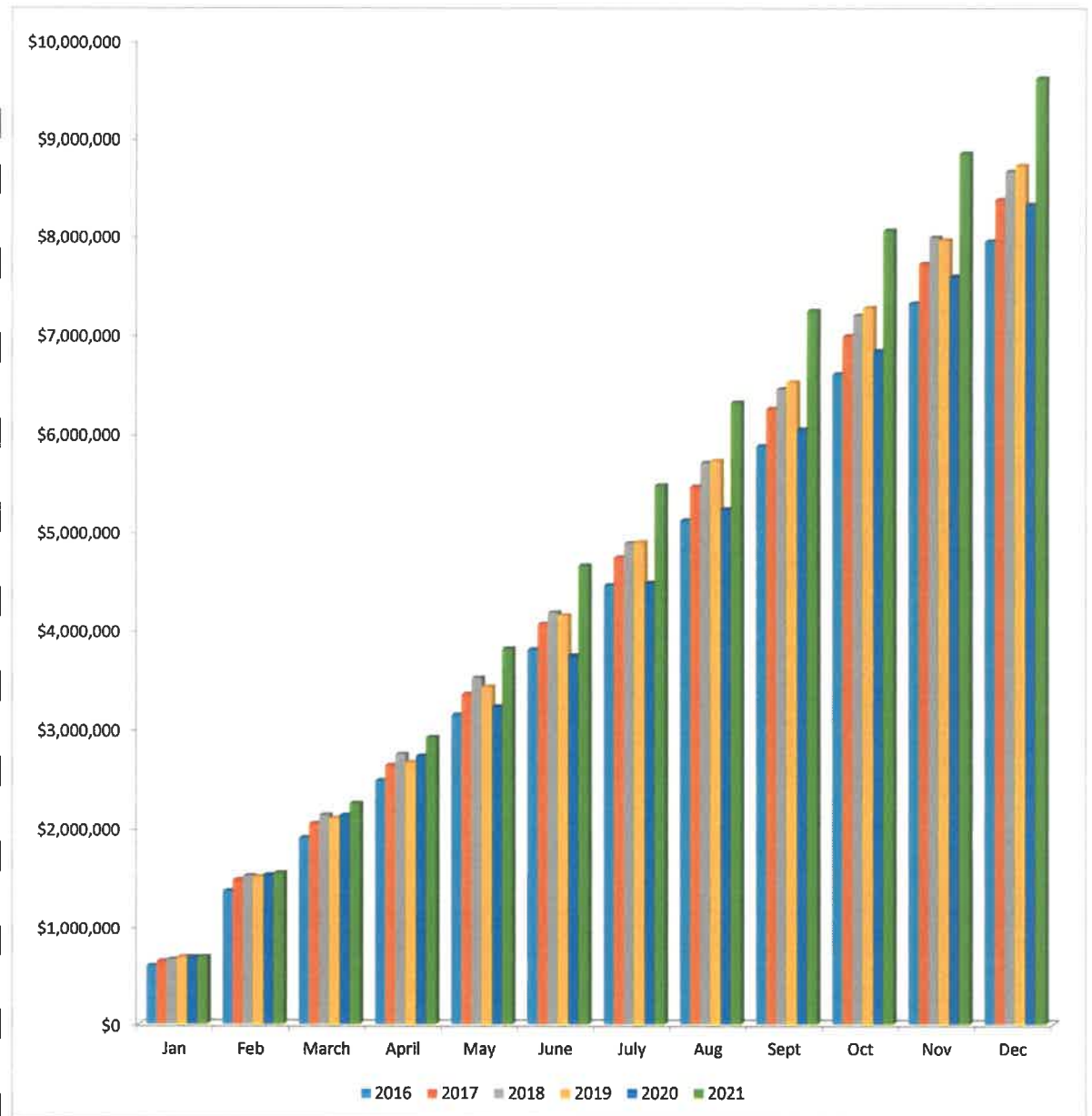
SUGGESTED COUNCIL MOTION LANGUAGE

None

City of Burlington

CUMMULATIVE SALES TAX Thru DECEMBER 2016 to 2021

Month	2016	2017	2018	2019	2020	2021	21 Vs. 19
Jan	\$614,050	\$663,638	\$678,684	\$705,361	\$700,630	\$704,587	
YTD	\$614,050	\$663,638	\$678,684	\$705,361	\$700,630	\$704,587	(\$774)
Feb	\$769,359	\$836,756	\$860,124	\$825,878	\$846,853	\$864,287	
YTD	\$1,383,409	\$1,500,394	\$1,538,808	\$1,531,239	\$1,547,483	\$1,568,874	\$37,635
March	\$538,174	\$566,119	\$615,090	\$587,414	\$599,803	\$697,765	
YTD	\$1,921,583	\$2,066,513	\$2,153,898	\$2,118,653	\$2,147,286	\$2,266,639	\$147,986
April	\$569,386	\$580,274	\$606,536	\$556,500	\$593,041	\$662,310	
YTD	\$2,490,969	\$2,646,787	\$2,760,434	\$2,675,153	\$2,740,327	\$2,928,949	\$253,796
May	\$659,438	\$714,478	\$763,293	\$759,575	\$491,249	\$887,504	
YTD	\$3,150,407	\$3,361,265	\$3,523,727	\$3,434,728	\$3,231,576	\$3,816,453	\$381,725
June	\$656,789	\$705,276	\$660,408	\$719,551	\$510,249	\$846,077	
YTD	\$3,807,196	\$4,066,541	\$4,184,135	\$4,154,279	\$3,741,825	\$4,662,530	\$508,251
July	\$653,500	\$677,993	\$703,265	\$740,971	\$740,476	\$813,289	
YTD	\$4,460,696	\$4,744,534	\$4,887,400	\$4,895,250	\$4,482,301	\$5,475,819	\$580,569
Aug	\$660,994	\$720,105	\$818,797	\$831,620	\$749,201	\$836,688	
YTD	\$5,121,690	\$5,464,639	\$5,706,197	\$5,726,870	\$5,231,502	\$6,312,507	\$585,637
Sept	\$753,774	\$787,569	\$743,812	\$792,200	\$807,186	\$928,142	
YTD	\$5,875,464	\$6,252,208	\$6,450,009	\$6,519,070	\$6,038,688	\$7,240,649	\$721,579
Oct	\$722,241	\$737,573	\$743,358	\$752,471	\$797,900	\$814,606	
YTD	\$6,597,705	\$6,989,781	\$7,193,367	\$7,271,541	\$6,836,588	\$8,055,255	\$783,714
Nov	\$719,058	\$722,741	\$791,576	\$686,152	\$749,848	\$799,157	
YTD	\$7,316,763	\$7,712,522	\$7,984,943	\$7,957,693	\$7,586,436	\$8,854,412	\$896,719
Dec	\$627,339	\$656,929	\$680,834	\$772,234	\$730,192	\$763,175	
YTD	\$7,944,102	\$8,369,451	\$8,665,777	\$8,729,927	\$8,316,628	\$9,617,587	\$887,660



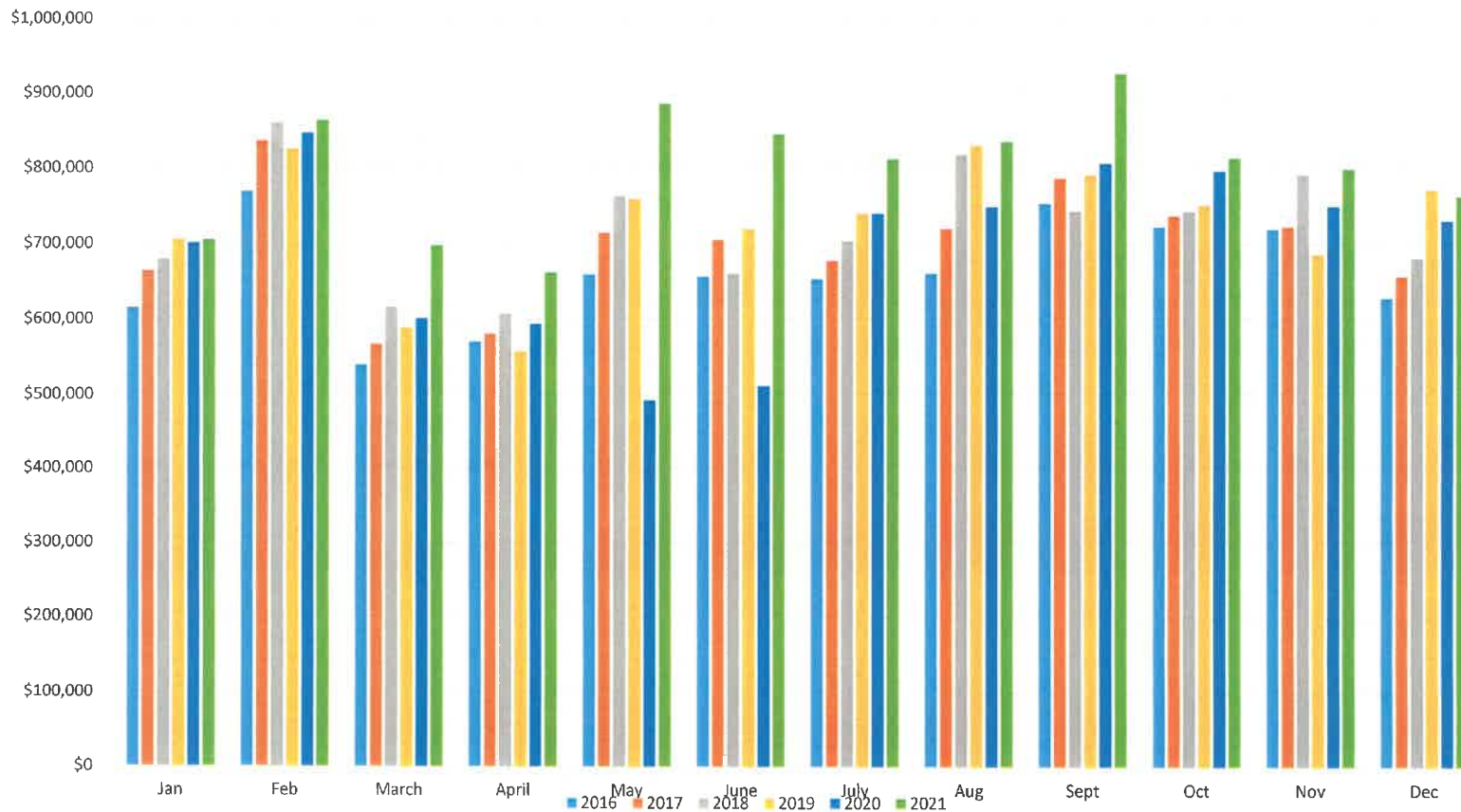
City of Burlington

SALES TAX BY MONTH

2016 to 2021

Thru DECEMBER

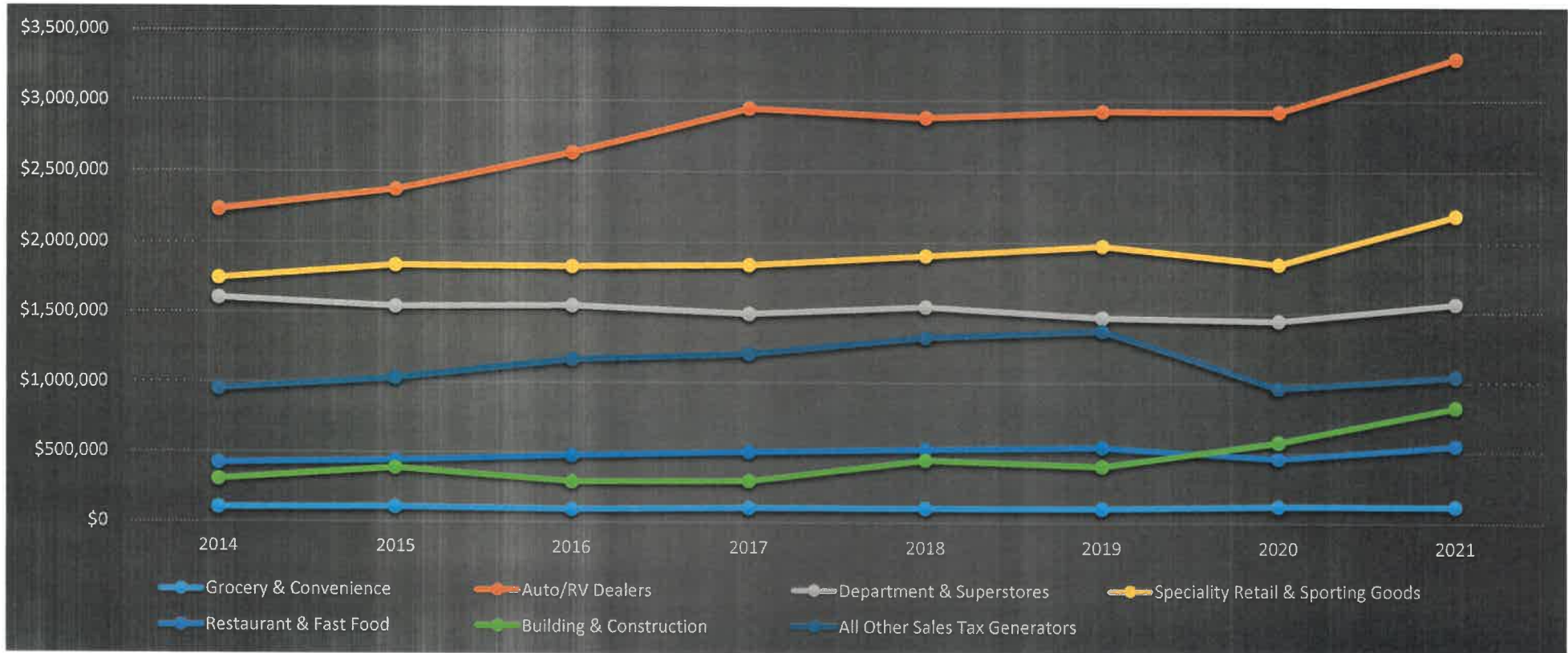
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2016	\$614,050	\$769,359	\$538,174	\$569,386	\$659,438	\$656,789	\$653,500	\$660,994	\$753,774	\$722,241	\$719,058	\$627,339
2017	\$663,638	\$836,756	\$566,119	\$580,274	\$714,478	\$705,276	\$677,993	\$720,105	\$787,569	\$737,573	\$722,741	\$656,929
2018	\$678,684	\$860,124	\$615,090	\$606,536	\$763,293	\$660,408	\$703,265	\$818,797	\$743,812	\$743,358	\$791,576	\$680,834
2019	\$705,361	\$825,878	\$587,414	\$556,500	\$759,575	\$719,551	\$740,971	\$831,620	\$792,200	\$752,471	\$686,152	\$772,234
2020	\$700,630	\$846,853	\$599,803	\$593,041	\$491,249	\$510,249	\$740,476	\$749,201	\$807,186	\$797,000	\$749,848	\$730,192
2021	\$704,587	\$864,287	\$697,765	\$662,310	\$887,504	\$846,077	\$813,289	\$836,688	\$928,142	\$814,606	\$799,157	\$763,175
21 vs. 20	\$3,957	\$17,434	\$97,962	\$69,269	\$396,255	\$335,828	\$72,813	\$87,487	\$120,956	\$17,606	\$49,309	\$32,983
21 vs. 19	(\$774)	\$38,409	\$110,351	\$105,810	\$127,929	\$126,526	\$72,318	\$5,068	\$135,942	\$62,135	\$113,005	(\$9,059)



City of Burlington Sales Tax By Sector

Revenues Through DECEMBER

Business Sector	2014	2015	2016	2017	2018	2019	2020	2021	Percent Change 20 to 21	Dollar Change 20 to 21
Grocery & Convenience	\$99,529	\$104,623	\$88,718	\$100,662	\$97,640	\$97,517	\$113,964	\$113,677	-0.25%	(\$287)
Auto/RV Dealers	\$2,228,008	\$2,369,464	\$2,631,408	\$2,944,676	\$2,880,800	\$2,926,812	\$2,922,574	\$3,300,737	12.94%	\$378,163
Department & Superstores	\$1,600,690	\$1,539,370	\$1,547,516	\$1,490,595	\$1,539,884	\$1,464,898	\$1,443,678	\$1,561,247	8.14%	\$117,569
Speciality Retail & Sporting Goods	\$1,742,549	\$1,835,644	\$1,828,692	\$1,838,408	\$1,904,189	\$1,976,745	\$1,845,523	\$2,189,276	18.63%	\$343,753
Restaurant & Fast Food	\$420,052	\$438,117	\$476,394	\$502,419	\$522,040	\$536,684	\$456,906	\$547,099	19.74%	\$90,193
Building & Construction	\$301,955	\$384,993	\$287,180	\$291,125	\$442,949	\$398,644	\$571,975	\$820,199	43.40%	\$248,224
All Other Sales Tax Generators	\$951,897	\$1,028,308	\$1,160,857	\$1,201,195	\$1,322,366	\$1,372,488	\$961,967	\$1,044,221	8.55%	\$82,254
TOTAL	\$7,344,680	\$7,700,519	\$8,020,765	\$8,369,080	\$8,709,868	\$8,773,788	\$8,316,587	\$9,576,456	15.15%	\$1,259,869



None

CURRENT AND FUTURE BUDGET RAMIFICATIONS

This was a budgeted expense in 2021 and will be expensed in 2022.

LEGAL ASPECTS – LEGAL REVIEW

No legal issues identified.

STAFF RECOMMENDATION

Staff recommends to terminate the contract with New X Inc.

SUGGESTED COUNCIL MOTION LANGUAGE

Motion to authorize the Mayor to sign the attached letter to terminate the contract dated September 17, 2021 with New X Inc.



January 5, 2022

Mr. J. D. Newton
President
New X, Inc.
19916 Old Owen Road, Suite 7
Monroe, Washington 98272

SUBJECT: AGREEMENT TERMINATION, 2021 SANITARY SEWER PIPE
BURSTING

Dear Mr. Newton:

This letter formalizes our mutual agreement to terminate the “2021 Sanitary Sewer Pipe Bursting Project” (Work) Agreement between the City of Burlington (City) and New X, Inc. (New X).

Whereas, the City and New X entered an Agreement on September 17, 2021, to complete the Work.

Whereas, the City issued to New X a Notice to Proceed on October 14, 2021, and Contract Time started on October 18, 2021.

Whereas, as of December 3, 2021, New X had not mobilized to the site and 7 working days remained in Contract Time for Physical Completion.

Whereas, on December 8, 2021, the City and New X agreed to terminate the Agreement, dated September 17, 2021, without either party pursuing damages.

Whereas, the Performance and Public Works Bonds will become void after the City receives releases from the Department of Labor and Industry, Department of Revenue, and Employment Security Department.

Mr. J. D. Newton
January 5, 2022
Page 2



The City of Burlington and New X, Inc., agree to the above.

CITY OF BURLINGTON

NEW X, INC.

Steven Sexton, Mayor

J. D. Newton, President

Date

Date

SS/21556.00/hh
By certified mail



ITEM #: 5

CHECK ONE:

NEW BUS. X

OLD BUS.

AGENDA ITEM

Council Date: January 13, 2022 Subject: Appointment of Michael Stansberry to Civil Service Commission

Submitted By: Kristen Morrison, Human Resources & Administrative Manager

Attachments: BMC 2.28 Public Hearing Required: YES () NO (X)
RCW 41.12.030 and RCW 41.08.030
Michael Stansberry CSC Application

HISTORY AND SUMMARY

Pursuant to Burlington Municipal Code 2.28 the Civil Service Commission is to be comprised of three members, appointed by the mayor, who serve without compensation. Mr. Stansberry has expressed an interest in serving on the Civil Service Commission to fill the current vacancy. Mr. Stansberry has served in a variety of volunteer capacities including coaching, working in orphanages, and serving on missions. Mr. Stansberry has a desire to be a support for law enforcement. Mr. Stansberry meets the qualification requirements prescribed in RCW 41.08.030 and RCW 41.12.030. It is the recommendation of the Civil Service Examiner to appoint Mr. Stansberry to a term of service on the Civil Service Commission.

ALTERNATIVES CONSIDERED

None.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

None. This is solely a volunteer position.

LEGAL ASPECTS – LEGAL REVIEW

Not Applicable.

STAFF RECOMMENDATION

To appoint Michael Stansberry to the Civil Service Commission

SUGGESTED COUNCIL MOTION LANGUAGE

"I move to appoint Michael Stansberry to the Civil Service Commission, effective January 13, 2022, for a term of six years."

Chapter 2.28

CIVIL SERVICE COMMISSION FOR POLICE AND FIRE

Sections:

- [2.28.010](#) Purpose.
- [2.28.020](#) Created – Membership – Appointment.
- [2.28.030](#) Organization.
- [2.28.040](#) Powers and duties.
- [2.28.050](#) Existing police force.
- [2.28.060](#) Police force – Applicants.
- [2.28.070](#) Police force – Removal of officers – Procedures.

2.28.010 Purpose.

The purpose of this chapter is to establish a civil service commission for the city police and fire departments, provide for the appointment of the commission members, and set forth the powers and duties of said commission, all pursuant to chapters [41.08](#) and [41.12](#) RCW. (Ord. 1464 § 1, 2001; Ord. 816 § 1, 1974).

2.28.020 Created – Membership – Appointment.

Pursuant to chapters [41.08](#) and [41.12](#) RCW, there is created a civil service commission to exercise the powers and to perform the duties established by such state law in connection with the selection, appointment and employment of police and fire department personnel in the city. The commission shall be composed of three members, who shall be appointed by the mayor and who shall serve without compensation. Such commissioners shall be appointed and shall have the qualifications as prescribed in RCW [41.08.030](#) and [41.12.030](#). (Ord. 1464 § 1, 2001; Ord. 816 § 2, 1974).

2.28.030 Organization.

The commission shall organize, hold meetings and conduct themselves as prescribed by chapters [41.08](#) and [41.12](#) RCW. The civil service commission shall meet in a regular open public meeting pursuant to the Open Public Meetings Act, at 6:00 p.m. on the second Tuesday of each month at the Police Training Room, 311 Cedar Street, Burlington. (Ord. 1737 § 6, 2011; Ord. 1464 § 1, 2001; Ord. 816 § 3, 1974).

2.28.040 Powers and duties.

The commission shall have all powers and perform all duties as prescribed in chapters [41.08](#) and [41.12](#) RCW, including but not limited to the adoption of rules and regulations, provide for tests, make investigations, conduct hearings and investigations, hear appeals, provide for, formulate and hold competitive tests, and certify to the appointing authority names of persons and eligible lists for police and fire department personnel, all in accordance with RCW [41.08.040](#) and [41.12.040](#). (Ord. 1464 § 1, 2001; Ord. 816 § 4, 1974).

2.28.050 Existing police force.

All policemen holding a position in the police department of the city, excluding the chief thereof, who shall have served in such position for a period of at least six months prior to August 22, 1974, and not on probation, are declared eligible for permanent appointment under civil service to the offices, places, positions or employment they now hold, without examination or other acts on their part, all in accordance with RCW [41.12.060](#). The position of chief of the police department of the city is specifically excluded from inclusion within the civil service. This exclusion shall apply to individuals appointed as police chief after July 1, 1987. (Ord. 1266 § 3, 1994; Ord. 816 § 6, 1974).

2.28.060 Police force – Applicants.

All applicants for employment with the police force of the city shall be required to have the qualifications, be subject to competitive examination, have a tenure of office and be subject to removal as provided by regulations adopted by the commission, the regulations, to be consistent with chapter [41.12](#) RCW. (Ord. 816 § 5, 1974).

2.28.070 Police force – Removal of officers – Procedures.

Removal, suspension, demotion or discharge of a person classified in the civil service under this chapter, and all investigations, hearings, appeals and procedures shall be in accordance with chapter [41.12](#) RCW, and the commission shall adopt rules and regulations implementing this chapter which shall substantially accomplish the purposes of chapter [41.12](#) RCW. (Ord. 816 § 7, 1974).

The Burlington Municipal Code is current through Ordinance 1817, passed June 25, 2015.

Disclaimer: The City Clerk's Office has the official version of the Burlington Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

RCW 41.08.030

Civil service commission created—Appointment—Terms—Removal—Quorum.

There is hereby created in every city, town or municipality except those referred to in RCW 41.08.010, having a full paid fire department a civil service commission which shall be composed of three persons.

The members of such commission shall be appointed by the person or group of persons who, acting singly or in conjunction, as a mayor, city manager, council, common council, commission, or otherwise, is or are vested by law with power and authority to select, appoint, or employ the chief of a fire department in any such city, prior to the enactment of this chapter. The members of such commission shall serve without compensation. No person shall be appointed a member of such commission who is not a citizen of the United States, a resident of such city for at least three years immediately preceding such appointment, and an elector of the county wherein he or she resides. The term of office of such commissioners shall be for six years, except that the first three members of such commission shall be appointed for different terms, as follows: One to serve for a period of two years, one to serve for a period of four years, and one to serve for a period of six years. Any member of such commission may be removed from office for incompetency, incompatibility or dereliction of duty, or malfeasance in office, or other good cause: PROVIDED, HOWEVER, That no member of the commission shall be removed until charges have been preferred, in writing, due notice and a full hearing had. The members of such commission shall devote due time and attention to the performance of the duties hereinafter specified and imposed upon them by this chapter. Two members of such commission shall constitute a quorum and the votes of any two members of such commission concurring shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the commission under or by virtue of the provisions of this chapter. Confirmation of said appointment or appointments of commissioners by any legislative body shall not be required. At the time of any appointment not more than two commissioners shall be adherents of the same political party.

[2007 c 218 § 3; 1935 c 31 § 3; RRS § 9558-3.]

NOTES:

Intent—Finding—2007 c 218: See note following RCW 1.08.130.

RCW 41.12.030

Civil service commission—Appointment—Terms—Removal—Quorum.

There is hereby created in every city, town or municipality except those referred to in RCW 41.12.010, having fully paid police officers a civil service commission which shall be composed of three persons.

The members of such commission shall be appointed by the person or group of persons who, acting singly or in conjunction, as a mayor, city manager, council, common council, commission, or otherwise, is or are vested by law with the power and authority to select, appoint, or employ the chief of a police department in any such city, prior to the enactment of this chapter. The members of such commission shall serve without compensation. No person shall be appointed a member of such commission who is not a citizen of the United States, a resident of such city for at least three years immediately preceding such appointment, and an elector of the county wherein he or she resides. The term of office of such commissioners shall be for six years, except that the first three members of such commission shall be appointed for different terms, as follows: One to serve for a period of two years, one to serve for a period of four years, and one to serve for a period of six years. Any member of such commission may be removed from office for incompetency, incompatibility or dereliction of duty, or malfeasance in office, or other good cause: PROVIDED, HOWEVER, That no member of the commission shall be removed until charges have been preferred, in writing, due notice and a full hearing had. The members of such commission shall devote due time and attention to the performance of the duties hereinafter specified and imposed upon them by this chapter. Two members of such commission shall constitute a quorum and the votes of any two members of such commission concurring shall be sufficient for the decision of all matters and the transaction of all business to be decided or transacted by the commission under or by virtue of the provisions of this chapter. Confirmation of said appointment or appointments of commissioners by any legislative body shall not be required. At the time of any appointment not more than two commissioners shall be adherents of the same political party.

[2007 c 218 § 11; 1937 c 13 § 3; RRS § 9558a-3.]

NOTES:

Intent—Finding—2007 c 218: See note following RCW 1.08.130.



CIVIL SERVICE COMMISSION APPLICATION

(360) 755-2390 or kristenm@burlingtonwa.gov

Applicant Contact Information

Name Michael A. Stansberry Date Nov. 10, 2021
Home Address _____ City/St./Zip Burlington, WA 98233
Mailing Address (if different) _____
Home Phone _____ Work Phone _____ Cell Phone _____
Email Address _____
Employer Sunrise Christian Center Occupation Pastor
Education/Volunteer Experience Seattle Bible College, Coaching, Orphanage, Missions

New Member Background Information (attach additional sheets if necessary)

Please list your organizational affiliations that relates to this application.

Being a part of churches all my life gives me understanding in how important people are and putting them in places where they can help others.
As a pastor being able to assess people and their abilities is essential.

What skills, knowledge and approach would you bring to the Civil Service Commission?

I have been on multiple ride-alongs with many different police departments. I have always had a desire to be a support for law enforcement.
I also have friends and family connected to multiple fire departments.

References not Related to Applicant

Name _____	Phone _____	Relationship <u>Friend</u>
Name _____	Phone _____	Relationship <u>Friend</u>

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 planning commissioner are carried out.

I 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:  Date Nov. 10, 2021

Email your New Member Application along with your Letter of Interest to kristenm@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) 755-2390 with any questions.