



CITY COUNCIL AGENDA City Hall, 833 South Spruce Street 7:00 p.m. October 12, 2023

MEETING TO BE HELD IN-PERSON & REMOTELY ZOOM WEBINAR LINK: https://zoom.us/j/97859681042

ZOOM DIAL-IN: +1-253-215-8782 **WEBINAR ID:** 978 5968 1042

Council Workshop: October 26, 2023 @ 6:00 PM - 2024 Budget Development - Review Current Expense Fund- Part 1

CALL TO ORDER: MINUTES:	City Council Meeting September 28, 2023
AUDIT OF BILLS:	
PUBLIC COMMENTS:	
MAYOR'S UPDATE:	
COUNCIL COMMENTS:	
COMMITTEE & BOARD REPO	<u>vRTS</u> :
OFFICER'S REPORTS:	
PROCLAMATIONS:	
PRESENTATIONS:	
CONSENT AGENDA:	1) Request by St. Charles Church to hold their annual Our Lady Guadalupe procession on Sunday, December 10, 2023 at 11:30 am from Maiben Park to Peterson Road.
OLD BUSINESS:	
INTRODUCTION/DISCUSSION	: 1) Public Hearing on 2024 Property Tax
	2) Mobile Integrated Health Provider Program: AKA "Community Paramedic"
ACTION ITEMS:	1) Fire Hall Construction Interfund Loan Resolution
	2) Bid and Contract Award for Skagit Cycle Center Building- East West Connector Arterial Rd
EXECUTIVE SESSION: ADJOURNMENT: MEETINGS:	
	1) AUDIT & FINANCE COMMITTEE: Thursday October 12, 2023, 4:00 PM Burlington City Hall Room #132

ADMINISTRATOR'S REPORT

City Administrator's Report City Council Meeting of October 12, 2023

Greetings All

We will begin next **Thursday at 6PM** for a 2024 Budget Workshop. This session will focus on two of the biggest departments that are not included in the Current Expense Fund – the Street Fund #101 and the Fire/EMS Fund #150. These two Funds generate revenues that are less than their expenditures and as such, receive revenue transfers from the General Fund. Once these Fund's budgets are solidified, the necessary transfers from Fund #001 can be determined. Due to this, we will turn our attention to the Current Expense Fund beginning at our next Budget Workshop.

Following the Workshop, the first item in your Packets is the Sales Tax graphs for September. We continue to see very strong sales tax revenues with our through-September collections a little over 5% higher than last year. If this collection pattern continues for the rest of the year, we are on track to receive approximately \$10.1 million in 2023. We will cover this in more detail at our next Budget Workshop, but we are currently estimating our 2024 sales tax to reflect a 2% increase over this year – for a total budget of \$10.3 million in 2024.

Following this we will hold our first required Public Hearing for the potential 2024 Property Tax levy. While we will not actually set the 2024 property tax levy until our November 21st Council meeting, we are required to hold these Public Hearings so interested citizens can express their thoughts to the Council in advance of this decision.

As you may remember, it is rare to have many members of the public come to these Public Hearings and I chalk this up to two factors – first, our potential 1% statutory property tax annual increase only represents about \$30,000 city wide. This means that the impact to the average homeowner is very low – about \$4.00 for the year. The second factor may be related to the first – that is, I believe that for the most part, our citizens realize that we are good stewards of the public purse and this modest increase in property taxes goes to the continuation of the provision of essential public services. So, while it is easy to say that we need to hold the line on property tax increases, the annual 1% increase does make a difference over time and serves to forestall larger increases in the future given steadily increasing costs. Remember however, that Thursday night you will not be asked to set the 2024 property tax levy as this is just the first opportunity to cover this topic.

Turning to the Consent Agenda, we have one item – the approval of the Our Lady of Guadalupe procession. This is an annual event commemorating a series of apparitions of Mary, mother of Jesus to a Mexican peasant in 1531. I love Wikipedia.

The first item following the Consent Agenda is a discussion of the potential for the creation of a "Community Paramedic" position in the City. This individual, whose duties will probably be a mix of medicine and social work, will work one-on-one with individuals who more frequently than normal call 911 – thus tying up our EMS and Paramedic folks. Our Fire/EMS staff has been working with the area hospitals to provide funding for this program. This type of program has been instituted around the country and has shown to be effective in lessening the number of hospital visits. It is for this reason that our area health care organizations are interested in financially supporting the creation of this program.

If the Council feels that this program has merit, we will bring a Resolution of support to the next Council meeting. This formal Council action will demonstrate to our funding partners that the Burlington City Council supports the creation of this position which should facilitate the granting of the funds to the City. Our hope is that the costs of this position and program would be covered by the monetary donations.

Next is the Resolution for the Interfund Loan between the Current Expense Fund #001 and the Local Capital Improvement Fund #301. If you recall, it was the Council's desire to cover the renovation costs of the Fire Hall remodel through internal financing. We have been paying for the remodel costs out of Fund #301 and this Interfund Loan will reimburse Fund #301 for these costs — thus bringing this Fund's cash balance back to what it would be absent this project. If approved, Fund #301 would then annually repay the Current Expense Fund from its REET revenues. As you will note in the Agenda Item Cover Sheet, one decision is the term of the loan — it is being suggested that either a 15 or 20-year term be considered.

The last item on the agenda is the contract for the reconstruction of the Skagit Cycle Shop in connection with the East-West Road Project. This business is proposed for reconstruction to the south of its existing location to allow for the new road to be built in its place. While the bids were higher than we estimated a few years ago, this cost increase was not unexpected. The cost of the Cycle Shop combined with the cost of the actual road is greater than our current grant funding, so we are planning to approach the TIB (Transportation Improvement Board) for additional funding. Preliminary discussion with TIB has reflected that they do have available funding and with them already providing grant funds for the Project, we anticipate a positive reception.

Well, that is all for now. We will need to hold an Executive Session to cover and possibly approve the new Fire/EMS collective bargaining agreement with the IAFF (International Association of Firefighters). As we have noted previously, this was a long and complex negotiation, so we are planning on an Executive Session to last up to an hour (sorry).

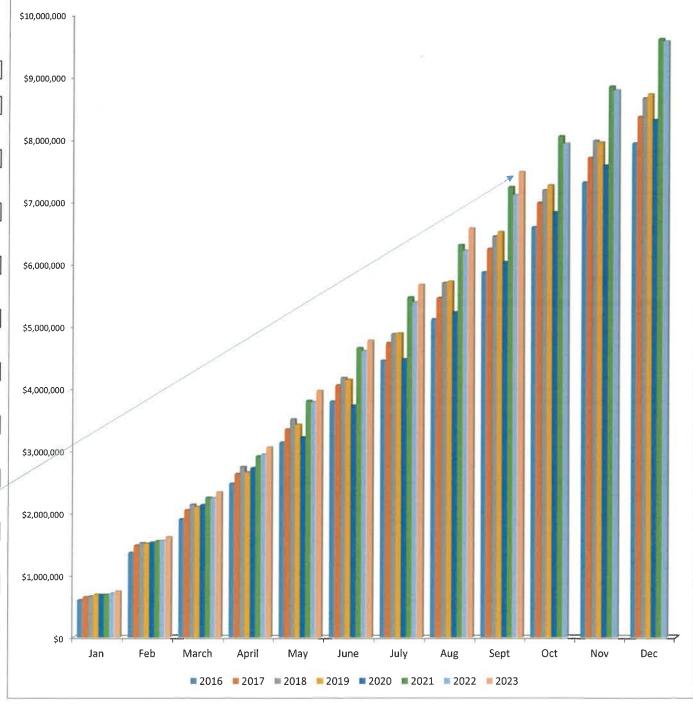
I hope everyone enjoys the last throngs of summer weather – the leaves do seem to be beginning to fall at an alarming rate. See you next Thursday at 6PM.

Sales Tax Info

City of Burlington

CUMMULATIVE SALES TAX

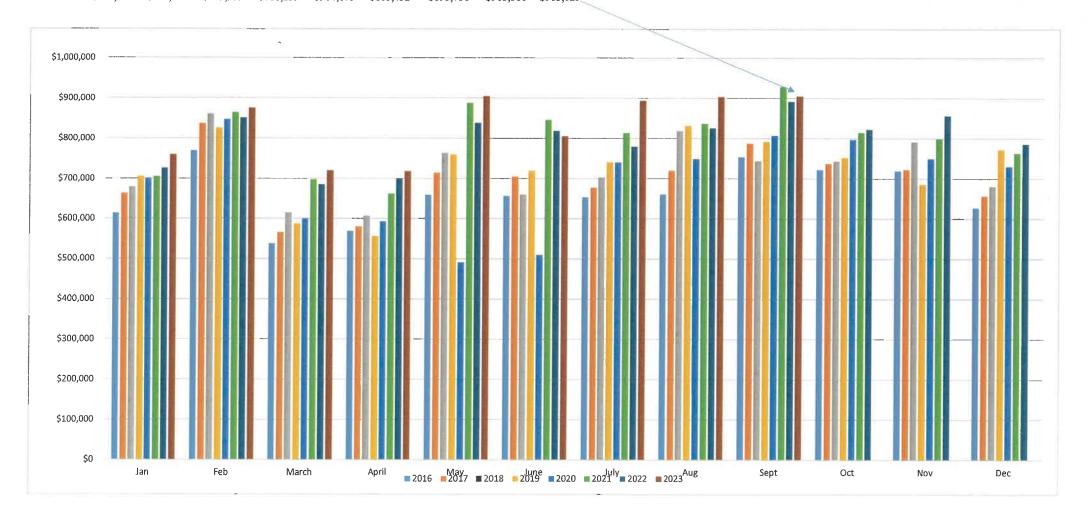
2016	6 to 202	3		Sa	ales Tax	Through	SEPTE	MBER 20	23
						U	July 2023		
Month	2016	2017	2018	2019	2020	2021	2022	2023	23 Vs. 22
Jan	\$614,050	\$663,638	\$678,684	\$705,361	\$700,630	\$704,587	\$725,249	\$758,960	
YTD	\$614,050	\$663,638	\$678,684	\$705,361	\$700,630	\$704,587	\$725,249	\$758,960	\$33,711
Feb	\$769,359	\$836,756	\$860,124	\$825,878	\$846,853	\$864,287	\$850,454	\$875,209	
YTD	\$1,383,409	\$1,500,394	\$1,538,808	\$1,531,239	\$1,547,483	\$1,568,874	\$1,575,703	\$1,634,169	\$58,466
March	\$538,174	\$566,119	\$615,090	\$587,414	\$599,803	\$697,765	\$684,978	\$719,959	
YTD	\$1,921,583	\$2,066,513	\$2,153,898	\$2,118,653	\$2,147,286	\$2,266,639	\$2,260,681	\$2,354,128	\$93,447
April	\$569,386	\$580,274	\$606,536	\$556,500	\$593,041	\$662,310	\$700,023	\$718,139	
YTD	\$2,490,969	\$2,646,787	\$2,760,434	\$2,675,153	\$2,740,327	\$2,928,949	\$2,960,704	\$3,072,267	\$111,563
May	\$659,438	\$714,478	\$763,293	\$759,575	\$491,249	\$887,504	\$838,191	\$904,873	
YTD	\$3,150,407	\$3,361,265	\$3,523,727	\$3,434,728	\$3,231,576	\$3,816,453	\$3,798,895	\$3,977,140	\$178,245
June	\$656,789	\$705,276	\$660,408	\$719,551	\$510,249	\$846,077	\$818,721	\$805,432	
YTD	\$3,807,196	\$4,066,541	\$4,184,135	\$4,154,279	\$3,741,825	\$4,662,530	\$4,617,616	\$4,782,572	\$164,956
July	\$653,500	\$677,993	\$703,265	\$740,971	\$740,476	\$813,289	\$779,768	\$893,738	
YTD	\$4,460,696	\$4,744,534	\$4,887,400	\$4,895,250	\$4,482,301	\$5,475,819	\$5,397,384	\$5,676,310	\$278,926
Aug	\$660,994	\$720,105	\$818,797	\$831,620	\$749,201	\$836,688	\$825,602	\$903,560	
YTD	\$5,121,690	\$5,464,639	\$5,706,197	\$5,726,870	\$5,231,502	\$6,312,507	\$6,222,986	\$6,579,870	\$356,884
Sept	\$753,774	\$787,569	\$743,812	\$792,200	\$807,186	\$928,142	\$891,802	\$905,129	
YTD	\$5,875,464	\$6,252,208	\$6,450,009	\$6,519,070	\$6,038,688	\$7,240,649	\$7,114,788	\$7,484,999	\$370,211
Oct	\$722,241	\$737,573	\$743,358	\$752,471	\$797,900	\$814,606	\$822,849		
YTD	\$6,597,705	\$6,989,781	\$7,193,367	\$7,271,541	\$6,836,588	\$8,055,255	\$7,937,637		#######################################
Nov	\$719,058	\$722,741	\$791,576	\$686,152	\$749,848	\$799,157	\$856,277		
YTD	\$7,316,763	\$7,712,522		\$7,957,693	\$7,586,436	\$8,854,412	\$8,793,914		*************************************
Dec	\$627,339	\$656,929	\$680,834	\$772,234	\$730,192	\$763,175	\$785,871		
YTD			\$8,665,777	,	•	•	\$9,579,785		##############



City of Burlington SALES TAX BY MONTH 2016 to 2023

Sales Tax Through AUGUST 2023

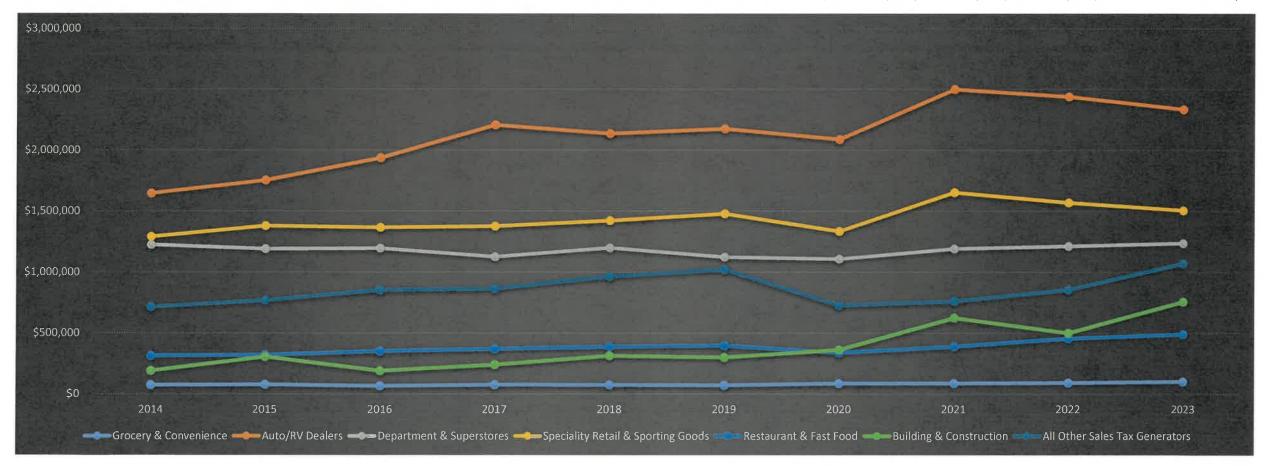
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2016	\$614,050	\$769,359	\$538,174	\$569,386	\$659,438	\$656,789	\$653,500	\$660,994	\$753,774	\$722,241	\$719,058	\$627,339
2017	\$663,638	\$836,756	\$566,119	\$580,274	\$714,478	\$705,276	\$677,993	\$720,105	\$787,569	\$737,573	\$722,741	\$656,929
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
2022	\$725,249	\$850,454	\$684,978	\$700,023	\$838,191	\$818,721	\$779,768	\$825,602	\$891,802	\$822,637	\$856,277	\$785,871
2023	\$758,960	\$875,209	\$719,959	\$718,139	\$904,873	\$805,432	\$893,738	\$903,560	\$905,129			



City of Burlington Sales Tax By Sector

Revenues Through September 2014 to 2023

											Change	Change
Business Sector	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	23 to 22	23 to 22
Grocery & Convenience	\$72,300	\$75,593	\$64,465	\$74,986	\$73,470	\$71,453	\$84,783	\$86,420	\$90,358	\$99,454	10.07%	\$9,096
Auto/RV Dealers	\$1,645,209	\$1,752,613	\$1,935,524	\$2,205,655	\$2,135,844	\$2,174,210	\$2,087,775	\$2,498,280	\$2,438,396	\$2,333,456	-4.30%	(\$104,940)
Department & Superstores	\$1,223,259	\$1,189,088	\$1,195,221	\$1,124,978	\$1,198,744	\$1,122,434	\$1,107,522	\$1,190,848	\$1,211,436	\$1,234,911	1.94%	\$23,475
Speciality Retail & Sporting Goods	\$1,289,427	\$1,378,649	\$1,365,072	\$1,375,971	\$1,421,842	\$1,478,091	\$1,334,091	\$1,653,065	\$1,568,113	\$1,504,870	-4.03%	(\$63,243)
Restaurant & Fast Food	\$311,920	\$318,777	\$350,145	\$368,282	\$387,379	\$396,098	\$337,347	\$388,023	\$453,595	\$488,103	7.61%	\$34,508
Building & Construction	\$189,342	\$304,272	\$188,565	\$239,374	\$312,722	\$299,660	\$360,799	\$623,023	\$498,895	\$755,468	51.43%	\$256,573
All Other Sales Tax Generators	\$712,917	\$767,812	\$853,145	\$862,599	\$964,110	\$1,020,996	\$726,341	\$759,868	\$854,322	\$1,068,712	25.09%	\$214,390
TOTAL	\$5,444,374	\$5,786,804	\$5,952,137	\$6,251,845	\$6,494,111	\$6,562,942	\$6,038,658	\$7,199,527	\$7,115,115	\$7,484,974	5.20%	\$369,859



Percent

Dollar



October 26, 2023 Council Meeting

6PM Workshop - 2024 Budget Development – Review Current Expense Fund – Part 1

Presentation – Thu September Financial Results

Introduction/Discussion – Cities Interlocal for North Star Leadership

Ordinance - Interim Large Scale Development Zoning Regulations - Introduction/Discussion

Contract Approval - Pre-Design Architectural Services for Parks and Recreation Building (Community Center)

Update – 1590 Money Allocation Options

Update on Maiben Park Conceptual Design Project

Resolution of Support for Burlington Community Paramedic Program

MOU – Opioid Settlement Funding

November 9, 2023 Council Meeting

6PM Workshop - 2024 Budget Development – Review Current Expense Fund – Part 2

First Draft – 2024 and Beyond Capital Improvement Plan (CIP)

1590 Monies – Annual Grant Award Process – Action

November 16, 2023 Council Meeting

6PM Workshop - 2024 Budget Development – Final Draft – City-Wide Budget and Capital Improvement Plan (CIP)

Discussion – Personnel Additions/Adjustments for 2024

Presentation – Thu October Financial Results

Approval of 2024 City-Wide Capital Improvement Plan



November 21, 2023 Council Meeting (Tuesday)

Final Public Hearing – 2024 Budget

Ordinance Related to Deferred Water Utility Tax

Ordinance Setting the 2024 Property Tax Levy

Ordinance Adopting the 2024 Budget

Ordinance Amending the 2023 Budget (If Needed)

December 14, 2023 Council Meeting

Presentation – Thu November Financial Results

December 14, 2023 Council Meeting

Potentially Cancelled

October 2023

		Oct	ober 2	023					Nov	ember	2023		
Su N	VΙο	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24	4 11 18 25

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 1	2	3 6:00pm Library Board (Library Meeting Room)	4	5	6	7
8	9	2:00pm Historical Preservation Board 4:00pm Public Safety Committee (via 5:30pm Parks Board	11	4:00pm Audit & Finance Committee (Room 6:00pm Workshop- 2024 Budget 7:00pm Council Meeting	13	14
15	16	4:00pm Public Works Committee (Telephonic)	18 1:00pm SKAT Board (Burlington City Hall) 5:30pm Planning Commission (Council Chambers)	19	20	21
22	23	24	25	26 4:00pm Audit & Finance (Room 132) 6:00pm Workshop- 2024 Budget 7:00pm Council Meeting	27	28
29	30	31	Nov 1	2	3	4

Jennifer Ruhland

November 2023

		Nov	ember	2023					Dec	ember	2023		
Su	Мо	Tu	We	Th	Fr	5a	Su	Мо	Tu	We	Th	Fr	S
5	6	7	1 8	2	3 10	4 11	3	4	5	6	7	1 8	
12 19	13 20	14 21	15 22	16 23	17 24	18 25	10 17	11 18	12 19	13 20	14 21	15 22	16
26	27	28	29	30			· 24 31	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 29	30	31	Nov 1	2	3	4
5	6	7 6:00pm Library Board (Library Meeting Room)	8	9 4:00pm Audit & Finance Committee (Room 6:00pm Workshop- 2024 Budget 7:00pm Council Meeting	10	11
12	13	14 4:00pm Public Safety Committee (via Zoom) 5:30pm Parks Board (Zoom)	15 1:00pm SKAT Board (Burlington City Hall) 5:30pm Planning Commission (Council Chambers)	16 6:00pm Work Shop- 2024 Budget Development (Council Chambers)	17	18
19	20	4:00pm Public Works Committee (Telephonic) 7:00pm Council Meeting (Council Chambers)	22	4:00pm Audit & Finance (Room 132) 7:00pm Council Meeting-Cancelled (Council Chambers)	24	25
26	27	28	29	30	Dec 1	2

Jennifer Ruhland

10/6/2023 8:32 AM



Mayor Steve Sexton called the City Council Meeting to order at 7:06 p.m. with the Pledge of Allegiance. **Councilmembers present:** Bill Aslett, Keith Chaplin, Anna Chotzen, Joe DeGloria, Scott Green, James Stavig, and Jamie Weiss. **Staff present:** Brad Johnson, Leif Johnson, Jim Rabenstein, Travis Schwetz, Joe Stewart, Rob Toth, Sarah Ward and Greg Young.

MINUTES:

A correction was reported by **Councilor Stavig** of an error in the September 14th meeting on page two in the discussion about Lodging Tax Grants wherein **Councilor DeGloria** did not "inquire if the location affected scoring".

A motion was made by **Councilors Aslett/Green** to approve the September 14, 2023 minutes with corrections. All in favor; motion carried.

AUDIT OF BILLS:

Councilor Scott Green updated Council on the Audit & Finance meeting wherein the City expenses were reviewed some budget items of note including: \$672K to Lakeside Industries for street overlay improvements and \$105K to Western Refinery Services for asphalt preparation & paving of the Monroe Street Project.

A motion was made by **Councilors Green/Aslett** to approve Accounts Payable invoices to be paid as of September 28, 2023, in the amount of \$1,122,118.38; September 2023 Utility Billing Refunds in the amount of \$651.55; and Payroll Expenses for Pay Period ending September 15, 2023 in the amount of \$811,319.61. All in favor; motion carried.

PUBLIC COMMENTS:

A City of Burlington resident, Kiera Wright, asked the Mayor and Council if questions could be asked during presentations/discussions, or if there could be a Public Comment period held at the end of a Council Meeting, and commented on the City of Burlington website that does not have updated Planning Commission agendas or meeting minutes.

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.

MAYOR'S UPDATE:

Mayor Sexton shared that Commander Meyer from SCIDEU thanked Council for City of Burlington funding support to their organization and that in the next week the hanging baskets will be dismantled.

COUNCIL COMMENTS:

Councilor DeGloria asked if there would be a discussion about the letters received in Councilmembers inboxes.

Councilor Chaplin announced that the Parks & Rec Department is looking for referees for sports leagues.

Councilor Chotzen shared that during the Finance & Audit meeting there was positive feedback on the road overlay projects from the committee.

COMMITTEE & BOARD REPORTS:

Councilor Bill Aslett gave a Public Works Committee meeting update with the E-W Connector Road project forecasted for 2024, the Cascade Mall shared bike use trail estimated to finish late November, Fire Hall renovation project walk-through's are welcome to Councilmembers, the railroad grants are now leaning towards a railroad under versus the formerly envisioned over crossing, the Bike Shop project is starting to break ground, Skagit River Steel has a new storm sewer pipe, and the overlay project at Monroe Street was near completion; along with a few additions for Parks include: the spray park is now closed for the off-season, and the Skagit River Park has a field closure rotation to maintain turf health. Councilor Stavig thanked Public Works Director Mary Pulst for sharing the meeting agenda with all of Council.

OFFICER'S REPORTS:

Parks and Recreation Director Sarah Ward and team members, Christi Kinney & Kati Klerekoper, gave a B'Town Fall Fest update to Council and provided event details that involve an entirely free event with zucchini car races, slingshot, a makers market, 11 vendors, petting zoo, live entertainment, a 5K run/walk, and more.

Community Development Director Brad Johnson addressed some raised questions about the proposed Pine Street development wherein traffic concerns and wetland related critical areas had been expressed. **B. Johnson** shared that the project was identified as a type 3 process based on its zoning and would follow that permit review process. Once an application has been received, given feedback, and then recollected then it would go to the hearing examiner where

there would be also be a comment period at the Public Hearing. Additionally, the City of Burlington allows for an open comment period from the time a permit is posted until the day of a hearing. **B. Johnson** explained that a Type 3 permit includes three notices: direct mailings within a specified radius, posting on the development sight, and a post in the Skagit Valley Herald. There was lots of continued discussion on this topic. Lastly, an update on the Hazel street house was requested in which **Brad Johnson** informed Council that a Request to Bid had been sent out to do the necessary work on the property.

PROCLAMATION:

No Proclamation.

PRESENTATION:

No Presentation.

CONSENT AGENDA:

<u>Sidewalk Closure Request by Railroad Pizza & Pub on Saturday October 21, 2023 from Noon-11PM</u>

Councilors DeGloria/Green made a motion to approve Consent Agenda Item #1 and authorize the Mayor's signature on appropriate documents and resolution. All in favor; motion carried.

INTRODUCTION/DISCUSSION:

Jason Boerner Memorial Park Survey Results

The Parks and Rec Department shared Jason Boerner Park results with Council during a brief slide show presentation. The survey audience was made up of neighborhoods within walking or short driving distance of the park, the survey was published online and delivered to 360+ nearby residents, and there was a pop-up event at the park to also collect feedback. The 4 top requests were: basketball court, covered pavilion/picnic shelter, walking path, and better playground.

2024 Lodging Tax Award Recommendations

City Administrator Greg Young provided a Lodging Tax Grant summary of the funding awarded by the LT Advisory Committee for Council review. Councilor Stavig gave an update as the Council representative on the Committee and shared that there is usually \$100K held in reserves and that the Historical Society was not awarded funding among other observations. Councilor Chotzen, along with Councilor DeGloria, was disappointed that the Historical Society was not awarded any funding, which launched a discussion about the criteria for funding Lodging Tax

grants, some questions as to why certain organizations qualified and others were not, and the potential options for funding the Carnegie Library project through other means. **Greg Young** noted that the LT Advisory Committee follows Washington State requirements. Specifically, lodging tax funds can be used for: tourism marketing; marketing and operations of special events and festivals designed to attract tourists; operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district; or operations of tourism-related facilities owned or operated by nonprofit organizations. If Council did want to request a change in the funding allocation, then it would be an all or nothing ask, which means the Committee would have to gather and vote again on all submissions; or there could be a second round of grant applications submitted and reviewed in addition to this first batch. The final vote of approval for the Lodging Tax awarded funding will occur when the 2024 budget is passed.

ACTION ITEMS:

Appointment to the Burlington Arts Commission

City Administrator Greg Young announced that the application has been forgotten from the Council Packet. However, the applicant, Michael Merta, was in attendance at the City Council Meeting and spoke with Councilmembers about relevant experience and the reasons for applying to the position.

Councilors Chaplin/DeGloria made a motion to confirm the appointment of Michael Merta to the Burlington Arts Commission, effective September 28, 2023. All in favor; motion carried.

Appointment of a Councilmember to the Burlington Arts Commission

City Administrator shared that there needed to be a short term appointment of a Councilmember liaison on the Arts Commission until the annual 2024 seats were assigned. **Councilor Chaplin** proposed that Councilor Chotzen sit in the seat, with any short-term vacancies filled in by Councilor Chaplin, until the new appointments were made.

Councilors Chaplin/Stavig made a motion to confirm the appointment of Councilor Anna Chotzen to the Burlington Arts Commission, effective September 28, 2023. All in favor; motion carried.

Authorize Purchase of Replacement EMS Command Vehicle

Fire Chief Rob Toth provided a replacement command vehicle bid for Council review and approval that was deemed an affordable rate and in the budget.

Councilors Chotzen/Aslett moved to approve the purchase of the 2023 Ford F150 through Washington State Department of Enterprise Services. All in favor; motion carried.

Agricultural Heritage Credit Program

City Attorney Leif Johnson and Community Development Director Brad Johnson co-presented the proposed interlocal agreement with Skagit County in which Council was asked to review the Interlocal independently from pro or con of the Agricultural Heritage Credit Program. There was an in-depth conversation that followed about the proposed interlocal agreement wherein there was additional documentation and pause of the interlocal vote requested by some Councilmembers, there was debate around the wording of the interlocal and whether to leave it vague or more specified and to reconsider the contract end date. Brad Johnson provided information on the Agricultural Heritage Program in which there was a referenced map that Skagit County could not find record of and explained that there was not a 1:1 ration of credits to purchasing values. B. Johnson noted that the current city code does not allow for the credits to be issued so this interlocal would involve previously issued permits estimated to be 3 or 4 total. Leif Johnson added that some of the language in the contract was specified by Skagit County and that any uncashed checks would remain thus by the County until there was some type of contract in place.

Councilors Green/Chaplin made a motion to pass the interlocal cooperative agreement between Skagit County and the City of Burlington. **Councilors Chaplin, Chotzen, Aslett, Green** and **Stavig** in favor; **Councilors Weiss** and **DeGloria** opposed; motion carried.

and Stavig in favor; Councilors Weiss and DeGloria opp	oosed; motion carried.
EXECUTIVE SESSION:	
No Executive Session.	
ADJOURNMENT:	
Mayor Sexton adjourned the meeting at 9:41 p.m.	
Joseph Stewart	Steve Sexton
Finance Director	Mayor

CONSENT AGENDA



CONSENT AGENDA – October 12, 2023

1. Request by St. Charles Church to hold their annual Our Lady Guadalupe procession on Sunday, December 10, 2023, beginning at 11:30 a.m. for Maiben Park to St. Charles Church at 935 Peterson Road.

RECOMMENDATION

Motion to approve Consent Agenda Item #1 and authorize the mayor's signature on appropriate documents.



ITEM #: 1

CHECK ONE:

DISCUSSION.

ACTION.

CONSENT AGENDA ITEM

Council Date: Submitted By:	October 12, 2023 Kim O'Hara, Permit Center Manager	_ Subject: -	Request by St. Charles Church to hold their annual Our Lady Guadalupe procession on Sunday, December 10, 2023 beginning at 11:30 a.m. from Maiben Park to St. Charles Church at 935 Peterson Road.
Attachments:	Procession map		Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

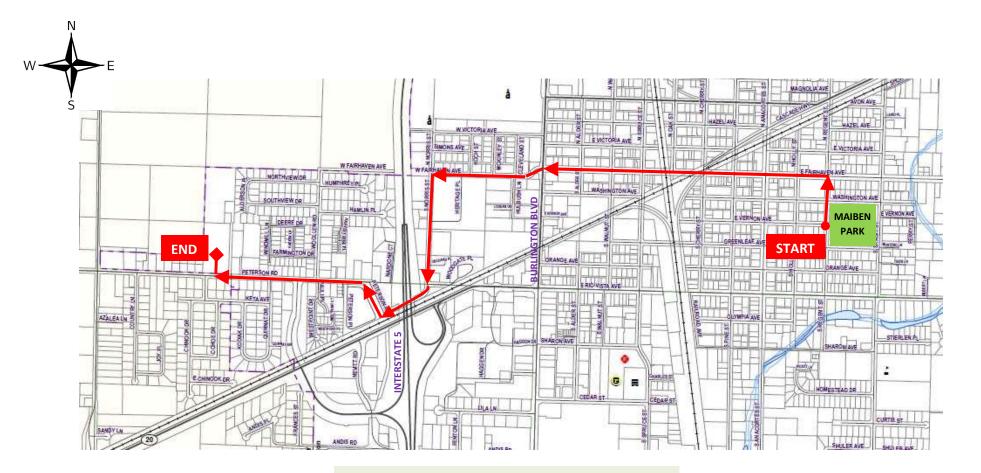
Request by St. Charles Catholic Church for the annual Our Lady Guadalupe procession from Maiben Park, west down Fairhaven Avenue, south on Norris, under I-5 along Peterson Road to 935 Peterson Road. The procession has taken place last several years without incident. They anticipate another large crowd of participants this year as well (500+). The church will meet with the Police Department and worked out logistics for the event.

STAFF RECOMMENDATION

Planning Department recommends approval of the Temporary Use Permit to allow procession subject to working out logistics with the Police Department.

SUGGESTED COUNCIL MOTION LANGUAGE

Motion to approve the procession on December 10, 2023.



Our Lady Guadalupe procession route December 10, 2023 beginning at 11:30 a.m.

Maiben Park to St. Charles Catholic Church

Maiben Park to Fairhaven, west to Norris, south under I-5 along Peterson Road to 935 Peterson Road (St. Charles Catholic Church).

Police will provide an escort at the front and end of the procession. They anticipate a large procession (500+ people).

PUBLIC HEARING



ITEM #: 1

CHECK ONE:

DISCUSSION.	X	
ACTION		

AGENDA ITEM

Council Date:	October 12, 2023	Subject: Public Hearing on 2024 Property Tax
Submitted By:	Joe Stewart, Finance Director	
Attachments:	Property Tax Levy Information	Public Hearing Required: YES (X) NO ()

HISTORY AND SUMMARY

Pursuant to RCW 84.55.120, every City in Washington State is required to hold at least one public hearing on revenue sources for the City's following year's current expense budget, including consideration of possible increases in property tax revenues, prior to requesting the tax be imposed by the County. The City needs to set next year's property tax assessment in time for it to be sent to the County for inclusion on the tax rolls. There is currently a 1% increase built into the 2024 budget which was discussed by council in 2023 and there was consensus on an incremental approach to property tax increases at 1% per year. A 1% increase would generate approximately \$29.5K over the prior year. The increase would help to offset historically high inflation rates and the increased cost of providing additional services due to increased growth and population in the City. The actual ordinance adoption setting the property tax will be held on November 21, 2023.

ALTERNATIVES CONSIDERED

If the City does not hold the required public hearing for property taxes, the County will give the city the same property tax dollars as the current year. With the belief that the Council is interested in getting the "New Construction" property tax dollars in 2024, this can be accomplished only through the holding of a public hearing and the adoption of our 2024 property tax ordinance at the Council meeting on November 21, 2023.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

If the Council is in favor of an increase or wants to get the value of new construction property tax dollars in 2024, we must hold this public hearing and adopt the property tax ordinance at our next meeting.

LEGAL ASPECTS – LEGAL REVIEW

None Identified

STAFF RECOMMENDATION

The staff recommends that we hold the Public Hearing

SUGGESTED COUNCIL MOTION LANGUAGE

None necessary

City of Burlington Property Tax Analysis 2019-2023 2023 Projected Rates

October 12, 2023 Council Meeting

		Valuation %		Levy Rate %		Increase	% Increase
Tax Year	Valuation	Increase	Levy Rate	Change	Total Tax	from PY	From PY
2024	\$2,579,738,082	112%	1.1559	90.28%	\$2,981,900	\$29,524	1.00%
2023	\$2,305,735,795	116%	1.2804	88.44%	\$2,952,376	\$63,767	2.21%
2022	\$1,995,245,604	111%	1.4477	93.06%	\$2,888,609	\$96,985	3.47%
2021	\$1,794,371,931	108%	1.5557	93.87%	\$2,791,624	\$30,294	1.10%
2020	\$1,666,063,809	105%	1.6573	98.68%	\$2,761,330	\$106,205	4.00%
2019	\$1,580,960,160		1.6794		\$2,655,125		

Potential Levy Increase				
<u>1%</u>	<u>2%</u>	<u>3%</u>	<u>4%</u>	<u>5%</u>
\$29,524	\$59,048	\$88,571	\$118,095	\$147,619

Based on Skagit County Preliminary Assessed Value increase of 12% dated Sept 20, 2023

^{* 2024} AV of new construction \$57,704,497 (Included in Preliminary AV)

Projected \$ Increase 2024 @ 1	% Rate Increase
2024 \$336k Home AV:	\$388.38
2023 \$300k Home AV:	\$384.12
Difference:	\$4.26

^{*}Assumes 1% levy increase

^{*}Bold is projected

^{*2024} highest regular tax which could have been lawfully levied = \$3,321,228

^{*2023} actual levy taken = \$2,947,051 (Banked \$281,895.23)

^{*2023} Banked Capactiy \$281,895.23

^{*2024} available refund levy \$949.05

^{*}IPD rate of inflation published by Bureau of Economic Analysis by Sept 25th (Expected >1%)

^{*2024} preliminary assessed values received from Skagit County Assesor on September 25, 2023

DISCUSSION ITEM



ITEN	1#:	1
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CHECK ONE:

DISCUSSION. X

ACTION.

AGENDA ITEM

Council Date: Submitted By:	October 12, 2023 Rob Toth, Fire Chief & Dan Laine, Division Chief EMS	Subject:	Mobile Integrated Health Provider Program (MIHP) AKA "Community Paramedic"
Attachments:	MIHP Job Description		Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

The Burlington Fire Department has long recognized that 911 utilization often takes on the form of social services work, and skilled resources for non-emergent needs that may be better served by focused or long-term care and assistance. Frequent use of 911 and access to emergency rooms comes with a high cost, not only financially, but also as it relates to the impact of emergency care delivery to those who are critically ill or injured. Many organizations throughout the United States and Washington State have implemented programs (often referred to as Community Paramedic Programs or Community Resource Paramedics), that focus on the reduction of high use 911 utilizers, by focusing efforts on underlying causes or needs. The scope of this work is often dependent upon the varying needs within the community this person or team of people are providing community services to.

With continued increases in 911 calls for service often related to non-emergent needs, the Burlington Fire Department sees a significant value in deploying an individual specialized and focused on community needs that are better addressed outside the 911 arena. The City of Burlington and the Burlington Fire Department have been engaging in discussions around the need and value of having a Community Paramedic, or Mobile Integrated Health Provider (MIHP) program.

The Fire Department previously tabled the pursuit of such a program when, at that time, there was a lack of adequate funding support available. However, in the past 18 months, funding options have become available. With this potential for outside funding, the Burlington Fire Department has renewed our efforts to implement an MIHP program and asks that the council considers supporting this endeavor as well.

ALTERNATIVES CONSIDERED

Alternative options are limited in the scope of reducing 911 and emergency care access, due to many factors. Many of which go beyond the understanding of when 911 is an appropriate resource, to include the navigation of appropriate healthcare resources, governmental procedures for accessing medical coverage, various social services, mental health, and housing resources, etc. Without consideration of addressing underlying causes and focus on resources that address community specific needs and education, call volumes will continue to rise. This in turn reduces the effectiveness of 911 response and delivery of care due to 911 resources increasingly being utilized on non-emergent calls for service.

BID REQUIREMENTS

No bid requirements recognized.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

The Burlington Fire Department is pursuing and is anticipating an initial \$200,000 grant from the PeaceHealth Community Health Committee at United General Hospital (this will be presented and voted on at their October 24, 2023, meeting). We are currently working with the North Sound ACH in conjunction with Kelli Baker (Community Health Coordinator- United General Hospital) on finalizing a project proposal request for \$250,000 for further implementation and support of the MIHP program. We are also currently in discussion with North Sound ACH, regarding future partial funding models for which the MIHP program may qualify for, such as the Community Healthcare Worker (we are working on determining if the MIHP would meet the definition of "Community Healthcare Worker" under the North Sound ACH model).

These grant and funding proposals, if approved in full, will provide an initial funding of \$450,000 towards startup and multi-year operations. In an effort to engage in multi-agency collaboration with partner organizations such as those already mentioned, we have had positive conversations with the City of Sedro Woolley around a multi-jurisdictional MIHP that would provide services to the greater hospital district area as well as work in conjunction with Sedro Woolley in providing services and determining a greater system need.

Sedro Woolley has already made verbal commitments to providing accessible office space, computer/printer/network access, as well as the ability to interface and receive referrals from both their fire department and police department. Future funding would be an ongoing effort by the MIHP and the fire administration in recognizing available funding options, grants, donations, and funding avenues that may be available through legislative action.

Other budget ramifications may include the City of Burlington's support through various administrative functions, i.e., IT, Legal, and Finance support.

<u>LEGAL ASPECTS – LEGAL REVIEW</u>

Not reviewed at this time.

STAFF RECOMMENDATION

Recommend that the City Council engage in discussion to determine city support of this program and provide direction on approval to place proposal of the MIHP program on future council agenda for vote.

If this is the preferred course of action, staff will bring a supporting Resolution to the next council meeting. This formal support for the Community Paramedic Program will enable our partnering agencies to feel comfortable that if funded, Burlington and possibly surrounding jurisdictions will work to establish such a program.

SUGGESTED COUNCIL MOTION LANGUAGE

Recommend that the Council accept recommendation to support the MIHP program and move forward with placing on next council consent agenda for further discussion and approval.

Job Description – Mobile Integrated Healthcare Provider

JOB TITLE: Mobile Integrated Healthcare Provider

DEPARTMENT: Fire

CLASSIFICATION: FLSA Non-Exempt, Civil Service, Non-Represented position

LAST UPDATED: 07/25/2023
REPORTS TO: Fire Chief

WAGE RANGE: \$70,000 -\$95,000 APPRX. DOE

SUMMARY:

The Mobile Integrated Healthcare Provider (MIHP) assists the EMS Division in the development and administration of the Department's Mobile Integrated Healthcare Program. The MIHP is responsible for facilitating patient use of, and integration with, social and medical support services. The primary goal of the MIHP is to decrease 911 utilization for non-emergent purposes. The MIHP is required to apply technical EMS skills and acquire and apply knowledge of medical and social support structures for patient management. The MIHP also performs EMS duties within their scope and related to their skill level, in accordance with providers certifications. The MIHP may transport patients to destinations other than the Emergency Department and provide medical exams and treatment for patients in both emergent and non-emergent situations.

Reports directly to the Division Chief of EMS. (In the absence of the Division Chief of EMS, the MIHP will report directly to the Assistant Chief of Training/Operations). Works closely with Fire Captains/ Lieutenants and on-duty Paramedics/ EMT's. The MIHP consults with the Supervising Physician or his delegates for authority to act in unusual situations. During emergent and non-emergent patient encounters, the MIHP is responsible for patient care under the authority of the Skagit County Medical Program Director in accordance with

established medical protocols and operating guidelines. Employee operates within the scope of their certification and scope of practice and local standard of care as modified by agreements and understanding of local medical and social welfare providers. The MIHP is expected to exercise considerable independent judgment in the execution of this assignment.

ESSENTIAL FUNCTIONS:

Essential and other important responsibilities and duties may include, but are not limited to, the following:

- Assists in the development and administration and is primarily responsible for delivery of the Mobile Integrated Healthcare program. Establishes, recommends and evaluates short term and long term program goals and works to ensure program objectives are met.
- Prepares and manages the Mobile Integrated Healthcare program budget.
- Develops or adapts data analysis methods to identify EMS users with highest possible benefit from MIHP intervention and referral.
- Develops or adapts assessment tools to evaluate which community and medical resources may be available to stabilize patient's situation and diminish reliance on emergency services.
- Leads investigation of new services and improvement of existing EMS service delivery in non-emergent situations, such as intervention, assessment, treatment and referral for patients with new life-altering circumstances who may need additional support; patients with challenges preventing participating in primary care; patients who meet frequent hospital admission criteria.
- Manages data and produces reports appropriate for patient care tracking, patient transfer to other providers, program coordination, billing, and program evaluation.

Job Description - Mobile Integrated Healthcare Provider

- Develops working relationships with community partners, facilitates integration and collaboration between EMS and other health care and social service providers, and develops contracts with community and medical resources to assist with all aspects of patient care.
- Responds, primarily in non-emergent mode, in a Department staff vehicle to patients referred by emergency operations crews or other medical or social service providers.
- Interviews patients using developed assessment tools to evaluate which community and medical resources
 may be available to stabilize the patient's situation and facilitate more appropriate use of emergency care
 resources. Refers patients to identified resources as appropriate and tracks patient progress.
- Transports patients in staff vehicle to medical appointments or other destinations as needed and available.
 May operate a Department ambulance with the assistance of at least one other EMS provider to transport patients as needed.
- Monitors the quality and appropriateness of patient care and documents the effectiveness of Mobile
 Integrated Healthcare program protocols, policies, and procedures. Recommends changes in protocols and standards to the Division Chief of EMS and Skagit County Medical Program Director.

PERIPHERAL FUNCTIONS:

- Maintains awareness of ALS/ BLS unit status and may respond emergently without compromising primary duties as an additional resource to temporarily support EMS system needs; as a primary resource to mass casualty or disaster events.
- Assists in seeking funding opportunities and revenue sources to support and enhance
- function of the Mobile Integrated Healthcare program. May write related grant applications and manage awarded grants as appropriate.
- Performs other related work as assigned, including as a fire Rehab Support on "fire responses" or "MCI" delegated roll while on duty.
- Assists with development of the annual Fire Department budget.
- Develop and instruct community outreach programs that will assist in injury prevention, life safety, and reduction of 911 responses.

<u>SKILLS, KNOWLEDGE, AND ABILITIES REQUIRED:</u>

KNOWLEDGE:

- Extensive knowledge of the EMS system in Skagit County, including Basic Life Support (BLS) and Advanced Life Support (ALS) medical protocols, Departmental operating procedures and incident command.
- Extensive knowledge of principles and practices of pre-hospital medicine at both the EMT-B and EMT-P level.
- Working knowledge of the operation and maintenance of the various types of Fire and EMS equipment used by the Fire Department.
- Working knowledge of City and County geography.

SKILLS:

- Excellent project management skills including budget preparation and tracking, communications and coordination with employees at all levels of the organization and with outside agencies.
- Excellent skills in planning, organizing, problem-solving, and time and task management.

Job Description - Mobile Integrated Healthcare Provider

- Excellent interpersonal skills for establishing and maintaining effective working relationships and managing group dynamics.
- Excellent written and oral communication skills for corresponding with City employees and outside agencies; for making presentations and for providing training.
- Computer skills for utilizing a variety of software, such as word processing, spreadsheet and database software, internet-based document sharing, and internet based polling and scheduling applications.

ABILITIES:

- Establish and maintain effective working relationships with a broad range of people and organizations.
- Work in a group setting with broad range of interests, overcoming conflicts to develop consensus around reasonable preparedness efforts.
- Ability and willingness to establish and maintain effective, amicable relations with co-workers and the public.
- Remain calm during emergency operations, analyzing information and developing plans of action.
- Clearly communicate conditions and recommendations.
- Maintain the absolute confidentiality of sensitive files, data and materials accessed, discussed, or observed while working with City staff and others.
- Prioritize tasks and projects, work independently being self-motivated to identify and complete tasks and projects with minimal supervision.
- Maintain flexibility and adaptability to meet the needs of changing circumstances.
- Understand and carry out verbal and written instructions.
- Work effectively as a team member.
- Ability to maintain consistent and punctual attendance.
- Ability and willingness to demonstrate the core values of Burlington Fire Department: Do your Job, Treat People Right, and Give and All Out Effort, and Have an All In Attitude.
- Ability to organize and set up appropriate Rehab operations for Fire, EMS, or other prolonged events, with a
 focus on provider safety and well-being, both physically and psychologically require.

EDUCATION AND EXPERIENCE:

- Five years of experience as an EMT or paramedic in a busy 911 system. Current EMT or Paramedic certification in Washington State, or National Registry EMT or Paramedic certification with the ability to obtain Washington State Certification within 90 days.
- Teaching experience in emergency medical services at the EMT or paramedic level preferred.
- Previous experience managing large, on-going projects preferred.
- Previous experience as a Community Based Paramedic program, Mobile Integrated Healthcare Program, or Community Outreach Program preferred. Experience developing, managing or operating aforementioned programs preferred.
- High School Diploma or GED required.
- Must be eligible to work in the United States.
- Must be able to read and speak English.

Job Description - Mobile Integrated Healthcare Provider

- Passing score on medical evaluation.
- Pass a physical examination including a pre-employment drug screen.
- Submit to a background investigation prior to being hired.
- Undergo a psychological examination by a certified licensed psychologist/psychiatrist as set forth in the Revised Code of Washington.
- No felony convictions or disqualifying criminal history as defined in City Policy.
- Must have a valid driver's license and an acceptable driving record.
- Must obtain a State of Washington driver's license within 6 months of hire date.

WORKING CONDITIONS:

This is an FLSA Non Exempt position. Work is generally completed on a regularly scheduled basis; forty (40) hours per week; however work schedules may require working a flexible schedule, holidays, weekends.

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The employees must have the ability to conduct coherent voice communication in person as well via portable radio and telephone.
- Requires manual dexterity and visual acuity to operate a variety of fire department and medical equipment.
- Requires ability to climb stairs, to be on one's feet for long periods of time, to move heavy objects
- While performing the duties of this job, the employee is frequently required to stand; sit walk; talk and hear; use hands to operate objects, tools, or controls; and reach with hands and arms.
- The employee is occasionally required to climb and balance; stoop, kneel, crouch or crawl.
- Hand-eye coordination is necessary to operate drawing instruments, computers and various pieces of office equipment.
- Carry appropriate EMS equipment, to include: ALS/BLS kits, monitors, backboards, or other needed equipment as situation requires.
- Sit or stand at desk, operating computers or other office related equipment/ tools for periods of time to complete appropriate documentation, data, or other documents.
- Stabilize and lift patients with backboard and cot

OTHER:

Following an offer of employment, and prior to starting work, individuals must satisfactorily pass a physical examination by a physician designated by the City of Burlington to ensure that no physical, emotional, sensory, or mental conditions exist which could adversely affect performance of duties, personal safety, and/or safety of others. The examination will be paid for by the City. Satisfactory clearance to perform essential job functions with or without reasonable accommodation will be required for employment. The individual must consent to investigation of background, and of driving and police record prior to employment and meet the Fire Department standards in those areas.

Job Description – Mobile Integrated Healthcare Provider

The statements contained herein reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak workload periods or otherwise to balance the workload. The City of Burlington is an Equal Opportunity Employer.

Employee signature below constitution of the position.	tes employee's understanding of	the requirements, essential functions, and duties
Employee Signature	 Date	

ACTION ITEMS



ITEM #: 1	
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CHECK ONE:

DISCUSSION.

ACTION.

AGENDA ITEM

Council Date:	October 12, 2023	Subject:	Fire Hall Construction Interfund Loan Resolution	
Submitted By:	Greg Young, City Administrator			
Attachments:	Resolution authorizing the Interfund Loan		Public Hearing Required: YES () NO (X)

HISTORY AND SUMMARY

With the renovation of the Fire Hall very close to completion, we are asking the Council to authorize the Interfund Loan that will reimburse Fund #301 for the costs of this Project. The issue tonight is the preferred term for the interfund loan. Including in this Agenda Item is the anticipated annual payments for a loan covering a 15 year term and a 20 year term.

ALTERNATIVES CONSIDERED

A 15 year term would yield an approximate annual payment of \$165K while a 20 year term would result in an annual payment of \$136K.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

When the Council determined the preferred loan repayment term, this amount will be inserted into the 2024 budget – with the loan payment going from Fund #301 into the Current Expense Fund #001.

LEGAL ASPECTS – LEGAL REVIEW

STAFF RECOMMENDATION

Staff feels that either term is acceptable since it is usually customary to match the useful life of the new asset with the loan repayment term.

SUGGESTED COUNCIL MOTION LANGUAGE

Il move to approve the Interfund Loan Resolution with a repayment term of _____ years."

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A RESOLUTION BY THE BURLINGTON CITY COUNCIL TO APPROVE AN INTERFUND LOAN BETWEEN THE CURRENT EXPENSE FUND #001 AND THE LOCAL CAPITAL IMPROVEMENT FUND #301.

WHEREAS, City of Burlington is in the processes of completing a renovation of the Burlington Fire Hall; and

WHEREAS, the City Council considered various financing options including a voted bond issue, LOCAL funding from the State of Washington and internal financing; and

WHEREAS, the Council determined that it would be prudent to finance the construction costs from existing revenue through an Interfund Loan; and

WHEREAS, there are sufficient funds in the Capital Improvement Fund #301 to pay for the costs of the Project as incurred but not enough to satisfy the future needs within this Fund; and

WHEREAS, the City has sufficient funding available in the Current Expense Fund to reimburse the Capital Improvement Fund for these costs via an interfund loan; and

WHEREAS, the loan will be repaid over _____ years using the interest rate idle City funds would be invested; and

WHEREAS, the first payment of this loan will be in calendar year 2024.

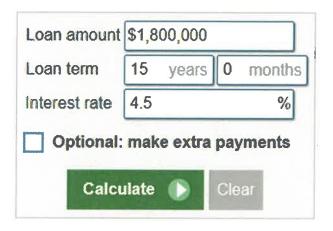
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLINGTON, WASHINGTON, THAT RESOLUTION No. _____ AUTHORIZING AN INTERFUND LOAN TOTALING \$1,800,000 BETWEEN THE CURRENT EXPENSE FUND AND THE LOCAL CAPITAL IMPROVEMENT FUND IS APPROVED:

INTRODUCED and PASSED at a regular meeting of the City Council of the City of Burlington this 12th day of October, 2023.

	CITY OF BURLINGTON	
ATTEST:	Steve Sexton, Mayor	
Joe Stewart, Finance Director		
APPROVED AS TO FORM:		

Leif Johnson, City Attorney

Amortization Calculator



Amortization schedule

Annual Schedule Monthly Schedule

Year	Interest	Principal	Ending Balance
1	\$79,240.68	\$85,997.87	\$1,714,002.13
2	\$75,289.95	\$89,948.60	\$1,624,053.53
3	\$71,157.73	\$94,080.82	\$1,529,972.70
4	\$66,835.67	\$98,402.88	\$1,431,569.83
5	\$62,315.06	\$102,923.49	\$1,328,646.34
6	\$57,586.77	\$107,651.78	\$1,220,994.56
7	\$52,641.27	\$112,597.28	\$1,108,397.28
8	\$47,468.57	\$117,769.98	\$990,627.30
9	\$42,058.24	\$123,180.31	\$867,446.98
10	\$36,399.36	\$128,839.20	\$738,607.79
11	\$30,480.51	\$134,758.05	\$603,849.74
12	\$24,289.74	\$140,948.81	\$462,900.94
13	\$17,814.58	\$147,423.97	\$315,476.97
14	\$11,041.95	\$154,196.60	\$161,280.37
15	\$3,958.18	\$161,280.37	\$-0.00

15 Year Term Annual Payment

\$165,238.55

Amortization Calculator

Loan amount \$1,800,000

Loan term 20 years 0 months

Interest rate 4.5 %

Optional: make extra payments

Calculate Clear

Amortization schedule

Annual Schedule Monthly Schedule

Year	Interest	Principal	Ending Balance
1	\$79,837.70	\$56,814.56	\$1,743,185.44
2	\$77,227.65	\$59,424.61	\$1,683,760.82
3	\$74,497.69	\$62,154.57	\$1,621,606.25
4	\$71,642.32	\$65,009.94	\$1,556,596.31
5	\$68,655.78	\$67,996.49	\$1,488,599.83
6	\$65,532.03	\$71,120.23	\$1,417,479.59
7	\$62,264.78	\$74,387.48	\$1,343,092.11
8	\$58,847.43	\$77,804.83	\$1,265,287.28
9	\$55,273.09	\$81,379.17	\$1,183,908.11
10	\$51,534.55	\$85,117.72	\$1,098,790.39
11	\$47,624.26	\$89,028.01	\$1,009,762.38
12	\$43,534.32	\$93,117.94	\$916,644.44
13	\$39,256.50	\$97,395.76	\$819,248.68
14	\$34,782.16	\$101,870.11	\$717,378.57
15	\$30,102.26	\$106,550.00	\$610,828.57
16	\$25,207.37	\$111,444.89	\$499,383.68
17	\$20,087.62	\$116,564.65	\$382,819.03
18	\$14,732.66	\$121,919.61	\$260,899.42
19	\$9,131.69	\$127,520.57	\$133,378.85
20	\$3,273.42	\$133,378.85	\$-0.00

20 Year Term Annual Payment

\$136,652.26

ar Tool

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ITEM #	# :	2
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CHECK ONE:

DISCUSSION.

ACTION.

AGENDA ITEM

Council Date: Submitted By:	October 12, 2023 Marv Pulst, Public Works Director	Subject:	l and Contract Award for Skagit Cycle Center ilding - East West Connector Arterial Road	
Attachments:	Bid Summary Agreement		Public Hearing Required: YES () NO (X)	

HISTORY AND SUMMARY

Bids were opened on September 22, 2023 to relocate a retail business to accommodate the East-West Connector arterial road. The low, responsive bidder is Trico Companies of Burlington, WA, in the amount of \$1,545,563.07. The project consists of construction of a 5,600 square foot building which is intended to house the Skagit Cycle Center, and replace the existing facility in kind. The new building will be located directly south of the existing building which must be demolished to make way for the new roadway.

ALTERNATIVES CONSIDERED

Reject bids, but grant awards are covering a significant portion of the total project cost.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

Funding will be provided by the Arterial Street Fund 102. State and County grant dollars will then reimburse the City up to \$3,500,000 upon completion according to the grant documents.

LEGAL ASPECTS – LEGAL REVIEW

Sealed bids were requested in accordance with City procurement policy, chapter 2.84 procurement. No legal issues have been identified.

STAFF RECOMMENDATION

Staff recommends award of bid to Trico Companies.

SUGGESTED COUNCIL MOTION LANGUAGE

Motion to award the bid and authorize the Mayor to sign an agreement with Trico Companies to reconstruct the Skagit Cycle Center.

BURLINGTON SKAGIT CYCLE SHOP - E.W. CONNECTOR - BID RESULTS

9/22/2023

Trico Companies Deacon Construction Valdez Construcction Colacurcio Brothers

\$1,545,563.07 \$1,674,131.00 \$1,775,160.03 \$1,795,897.50



PUBLIC WORKS AGREEMENT

THIS AGREEMENT is made by and between the **City of BURLINGTON**, a Washington municipal corporation (hereinafter the "City"), and **Trico Companies** (hereinafter the "Contractor"), organized under the laws of the State of Washington, located and doing business at 15066 Josh Wilson Road, Burlington, WA 98233

AGREEMENT

The Parties agree as follows:

I. DESCRIPTION OF WORK. Contractor shall perform the following services for the City in accordance with the following described plans and/or specifications:

Scope of work to be performed:

Construct approximately 5,600 square foot retail building to house the Skagit Cycle Center in accordance with drawings and associated specifications bid upon and submitted for opening on September 22, 2023.

Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within Skagit County in effect at the time such services are performed.

- **II. TIME OF COMPLETION.** The Parties agree that work will begin on the Scope of Work described in Section I above immediately upon execution of this Agreement. Upon the effective date of this Agreement, the Contractor shall complete the work described in Section I within **144 working days.**
- **III. COMPENSATION.** The City shall pay the Contractor \$1,545,563.07 for the services performed under this Agreement plus any applicable Washington State sales tax, for the work and services contemplated in this Agreement. The Contractor may invoice the City for work completed during the previous month.
 - A. Performance Bond. **If** this Agreement, including applicable sales tax, is more than \$35,000, a performance bond is required.
 - B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not

- conform to the requirements of this Agreement; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Agreement price specified above. The City further reserves its right to deduct the cost to complete the Agreement, including any additional costs, from any and all amounts due or to become due the Contractor.
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.
- **IV. INDEPENDENT CONTRACTOR**. The Parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.
- **V. TERMINATION.** The City may terminate this Agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:
 - A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Scope of work.
 - B. The Contractor's failure to complete the work within the time specified in this Agreement.
 - C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
 - D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
 - E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
 - F. The Contractor's breach of any portion of this Agreement.

If the City terminates this Agreement for good cause, the Contractor shall not receive any further money due under this Agreement until the work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

VI. PREVAILING WAGES. Contractor shall pay prevailing wages in effect on the date of this Agreement, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions.

VII. CHANGES. The City may issue a written change order for any change in the Scope of work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Agreement, Section XV (D), within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the Parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the Scope of work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below. FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN

ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENT SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
 - 1. The date of the Contractor's claim;
 - 2. The nature and circumstances that caused the claim;
 - 3. The provisions in this Agreement that support the claim;
 - 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined: and
 - 5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest. The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.
- C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- IX. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.
- **X. WARRANTY.** Upon acceptance of the Scope of work, Contractor must provide the City a one-year warranty bond in a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within one (1) year

from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XI. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XII. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

XIII. INSURANCE. The Contractor shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in general aggregate to cover Contractor's activities during the term of this Agreement. Proof of insurance shall be in a form acceptable and approved by the City. The

Contractor shall provide a Certificate of Liability Insurance and an Endorsement Policy naming the City, its elected officers, and employees as additional insureds and naming the City as a certificate holder. Contractor shall deliver a copy of the Certificate of Insurance and a copy of the Endorsement Policy to the City prior to the commencement of the term of this Agreement, and immediately provide copies of any renewals thereafter if policy expires during the term of this Agreement. Thirty (30) days' written notice to the City of cancellation of the insurance policy is required. No Agreement shall form until and unless a copy of the Certificate of Liability Insurance and Endorsement Policy, in the amount required, is attached hereto.

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

XIV. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. MISCELLANEOUS PROVISIONS.

- A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Skagit County Superior Court, Skagit County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each Party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.
- C. Written Notice. All communications regarding this Agreement shall be sent to the Parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective

- three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- D. Assignment. Any assignment of this Agreement by either Party without the written consent of the non-assigning Party shall be void. If the non-assigning Party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.
- F. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.
- G. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.
- H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement

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

CONT	RACTOR:	
Ву:	(Signature)	
Print N	lame:	
Its	(Title)	
DATE:	:	-
CITY (OF BURLINGTON:	
Steve Mayor	Sexton	_
DATE:	:	_
	Pulst, P.E. Works Director	_
Joe St Financ	rewart ce Director	_
Approv	ved As To Form	
Leif Jo City At	phnson ttorney	

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CONTRACTOR:	
NOTICES TO BE SEN	T TO:

NOTICES TO BE SENT TO:

CITY OF BURLINGTON: Marv Pulst, P.E. Public Works Director City of Burlington 833 South Spruce Street Burlington, WA 98233 (360) 755-9715