

CITY COUNCIL AGENDA
City Hall, 833 South Spruce Street
7:00 p.m. January 08, 2026

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

CALL TO ORDER:

MINUTES:

[City Council Meeting of December 18, 2025](#)

AUDIT OF BILLS:

PRESENTATIONS:

PUBLIC COMMENTS:

MAYOR'S UPDATE:

COUNCIL COMMENTS:

COMMITTEE & BOARD REPORTS:

OFFICER'S REPORTS:

PROCLAMATIONS:

ITEMS:

- 1) [HB 2015 – Public Safety Bill](#)
- 2) [Agreement with Learning Landscapes for the Preparation of Construction Documents for Maiben Park Natural Playground](#)
- 3) [2026 Council Committee Assignments and Election of Mayor Pro Temp & Investment Chair](#)

EXECUTIVE SESSION:

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

ADJOURNMENT:

MEETINGS:

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

Thursday, January 8, 2026, 4:00 PM

Telephonic Meeting 1-774-777-4255

Conference ID# 589-8786

January 2026

January 2026						
Su	Mo	Tu	We	Th	Fr	Sa
	4	5	6	7	1	2
3	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 28	29	30	31	Jan 1, 26	2	3
4	5	6 6:00pm Library Board (Library Meeting Room)	7 5:30pm Planning Commission (Council Chambers)	8 4:00pm Audit & Finance Committee (Room 132) 7:00pm Council Meeting (Council Chambers)	9	10
11	12 5:00pm Burlington Arts Commission Meeting (Burlington Public Library)	13 4:00pm Public Safety Committee (via Zoom) 6:00pm Parks Board (Zoom)	14	15	16	17
18	19	20 3:00pm Historical Preservation Commission (Parks & 4:00pm Public Works Committee)	21 1:00pm SKAT Board (Burlington City Hall)	22 4:00pm Audit & Finance (Room 132) 7:00pm Council Meeting (Council Chambers)	23	24
25	26	27	28	29	30	31

February 2026

February 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 1	2	3 6:00pm Library Board (Library Meeting Room)	4 5:30pm Planning Commission (Council Chambers)	5	6	7
8	9 5:00pm Burlington Arts Commission Meeting (Burlington Public Library)	10 4:00pm Public Safety Committee (via Zoom) 6:00pm Parks Board (Zoom)	11	12 4:00pm Audit & Finance Committee (Room 132) 6:00pm Workshop - PROS Plan Update 7:00pm Council Meeting (Council Chambers)	13	14
15	16	17 4:00pm Public Works Committee (Telephonic)	18 1:00pm SKAT Board (Burlington City Hall)	19	20	21
22	23	24	25	26 4:00pm Audit & Finance (Room 132) 7:00pm Council Meeting (Council Chambers)	27	28

MINUTES

CITY OF BURLINGTON, WA

December 18, 2025

Mayor Bill Aslett called the City Council meeting to order at 6:00 p.m. with the Pledge of Allegiance. **Councilmembers present:** Kelsey Freeman, Joe DeGloira, Scott Green, Jesús Pérez-Linares (remote on Zoom), James Stavig, Elizabeth Turman-Bryant and Jamie Weiss (remote on Zoom). **Staff present:** Admin & HR Manager Kristen Bachhuber, Community Development Director Brad Johnson, City Attorney Leif Johnson, Finance Director Sandy Kottke, Interim City Administrator Andy Parks, Public Works and Parks Operations Director Travis Schwetz, Public Works Director Tyler Stamey, Fire Chief Rob Toth, and Police Chief Kevin Turner.

Councilors DeGloria/Green made a motion to excuse **Councilor Jamie Weiss** from the December 18, 2025, City Council meeting. All in favor; motion carried.

MINUTES

Councilors Green/Turman-Bryant made a motion to approve the November 25, 2025, regular City Council meeting minutes and the Special City Council meeting minutes from December 1, 2025. All in favor; motion carried.

AUDIT OF BILLS:

Councilor Scott Green updated Council on the Audit & Finance meeting.

A motion was made by **Councilors Green/Pérez-Linares** to approve Accounts Payable Invoices to be paid as of December 11, 2025, in the amount of \$1,418,704.36; November 2025 – Electric AP, in the amount of \$37,927.75; Payroll Expenses for Pay Period Ending November 15, 2025, in the amount of \$1,178,074.58; and Payroll Expenses for Pay Period Ending November 30, 2025, in the amount of \$706,460.32. All in favor; motion carried.

Councilor Weiss joined the December 18, 2025, City Council meeting after the votes held for the meeting minutes and Audit of the Bills.

PRESENTATIONS:

A flood update was presented by the Emergency Services, Public Works, and Community Development departments. Skagit River crested at 37.7 ft, causing Level 3 evacuation on December 11–12. Approximately 55 homes were damaged with no fatalities or injuries. Burlington is almost entirely in the floodplain and during the flood event water followed an unusual path into Gages Slough. City crews worked around the clock installing barriers, pumping water, and clearing roads. Burlington Police and Fire departments coordinated evacuations with National Guard and rescue teams; a total of five rescues were performed. Community support

December 18, 2025

involved Red Cross, United Way, the Burlington-Edison school district, local businesses, and regional cleanup & recovery initiatives.

PUBLIC COMMENTS:

No Public Comments.

Members of the public may submit comments or questions by mail to City Hall at 833 S. Spruce Street, ATTN: City Administrator, or by email to badministration@burlingtonwa.gov. Contact information for all the City Departments is available at www.burlingtonwa.gov.

MAYOR'S UPDATE:

No Mayor's Update.

COUNCIL COMMENTS:

Councilor Elizabeth Turman-Bryant commented on the city-hosted Town Hall meeting for the public and staff working on flood related community support.

Councilor James Stavig commented on the flooding in Burlington and was thankful for all the community efforts at keeping citizens safe.

Mayor Aslett thanked Councilmember Weiss for assisting with sandbagging efforts.

COMMITTEE & BOARD REPORTS:

Councilor Turman-Bryant provided updates on the Parks & Recreation Advisory Committee wherein items discussed were playing field vandalism, Maiben Park restroom vandalism prevention efforts, and a review of the PROS Plan.

Councilor Weiss shared that the Public Safety Committee agenda had been emailed to Council.

OFFICER'S REPORTS:

No Officer's Reports.

PROCLAMATION:

No Proclamation.

PUBLIC HEARING:

December 18, 2025

Adoption of Final 2026 Capital Improvement Plan (CIP)

Mayor Aslett opened the Public Hearing at 6:36 p.m.

A motion to close the Public Hearing was made by **Councilors Green/Stavig** at 6:36 p.m. All in favor; motion carried.

CONSENT AGENDA:

- 1) An Ordinance Amending BMC 3.70.030, Definitions to Incorporate Updates of the State Model Business and Occupation Code**
- 2) 2026 Senior Center Interlocal with Skagit County for Senior Services Program**
- 3) Contractor Extension Addendum for Indigent Defense Services with SCPDA**
- 4) Amended Interlocal Agreement Correction Scrivener's Error on 2026 Laserfiche**
- 5) Agreement with United Site Services for Portable Restroom Services**
- 6) Cancelling December 25, 2025 Council Meeting**

Mayor Aslett introduced the agenda items.

Councilor Green/Freeman made a motion to approve Consent Agenda Items #1-6 and authorize the Mayor's signature on appropriate documents. All in favor; motion carried.

ITEMS:

Adoption of Final 2026 Capital Improvement Plan (CIP)

Community Development Director Brad Johnson presented an updated Capital Improvement Plan (CIP) that had been reviewed and recommended by the Planning Commission for Council approval. **Councilor Turman-Bryant** commented on the absence of pump-track funding in the proposed CIP and requested to add funding for a feasibility funding for \$50K to the document; **Councilors Stavig** and **DeGloria** expressed opposition to pump track funding allocations. Councilmembers and staff engaged in continued discussion about the timeline + correlation of the budget and CIP documents, the CIP review & Council input process, if the pump track project would be housed on the CIP or PROS Plan document, and the option for CIP amendments. Councilmembers requested to have a longer review & comment period for the CIP final draft document and CIP workshops in the future.

Councilor Freeman/Green made a motion to adopt the 2026 CIP update and authorize the Mayor to sign the attached ordinance – Option A with funding allocation included for a pump track. **Councilors Weiss, Turman-Bryant** and **Pérez-Linares** in favor; **Councilors DeGloria** and **Stavig** opposed. Motion passed; 5:2.

December 18, 2025

Ordinance Amending the 2025 Budget

Finance Director Sandra Kottke referred to the history and summary of the 2025 Budget amendments listed in the Council packet materials for the requested changes and provided further context for some of the listed items.

Councilor Green/Stavig made a motion to adopt the Ordinance amending the 2025 Budget as presented. All in favor; motion carried.

2026 Budget Adoption

Finance Director Sandra Kottke noted the required alignment of the 2026 CIP and Budget and the necessary adjustment to the budget to reflect the pump track addition to the CIP in the previous item. **Kottke** listed the rate increase for Sewer and Storm Drain billing: sewer rate increase is 5% for 2026, per Resolution 03-2024, and storm drain increase is 80% of CPI per Ordinance 1640. Discussion amongst Councilmembers and staff covered the topics of: the new budget materials, the Council input process for the budget, budget timelines, narrative versus spreadsheet budget presentation, and other budget feedback.

Councilor Green/Turman-Bryant made a motion to adopt the 2026 Budget Ordinance as presented. **Councilors Weiss, Turman-Bryant and Pérez-Linares** in favor; **Councilors DeGloria and Stavig** opposed. Motion passed; 5:2.

CLOSED SESSION:

City Attorney Leif Johnson recited the following: pursuant to RCW 42.30.140, a closed session will be held for that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress. This topic is OPMA exempt. There was no expected action.

City Attorney Leif Johnson announced a 5-minute break with the start of the Closed Session meeting beginning at 7:45 p.m. The meeting was expected to last for 15 minutes until 8:00 p.m. An extension was made to add 5 minutes to the session until 8:05 p.m. An extension was made to add 5 minutes to the session until 8:10 p.m. An extension was made to add 5 minutes to the session until 8:15 p.m. An extension was made to add 5 minutes to the session until 8:23 p.m.

CITY OF BURLINGTON, WA

December 18, 2025

An extension was made to add 5 minutes to the session until 8:30 p.m. The meeting closed at 8:33 p.m.

ADJOURNMENT:

Mayor Aslett adjourned the meeting at 8:34 p.m.

Sandra Kottke
Finance Director

Bill Aslett
Mayor

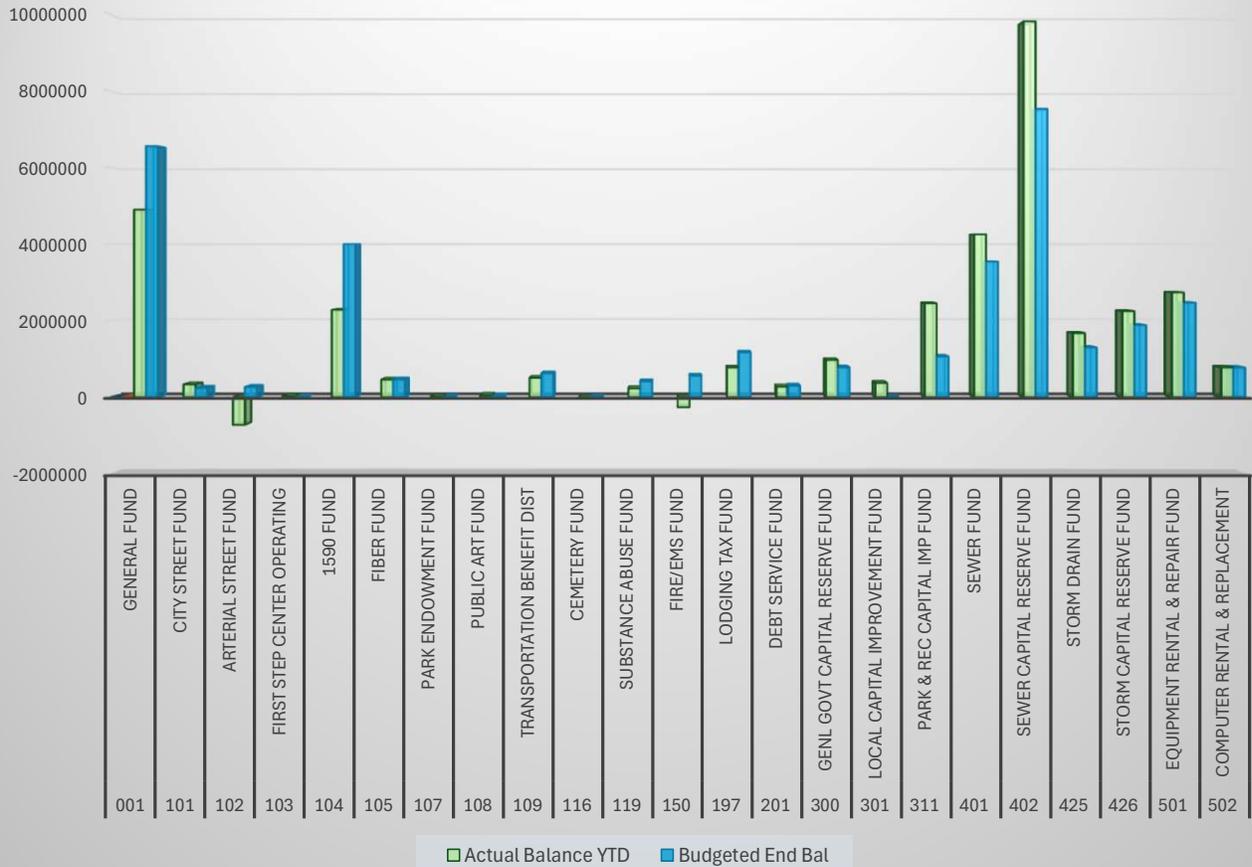
FINANCE REPORTS



November 2025 Financial Report

	November Fund Balance		Revenues			Expenditures		
	Beg Fund Bal	End Fund Bal	YTD Revenue	Revenue Budget	% Budget	YTD Expense	Expense Budget	% Budget
GENERAL FUND								
001 General Fund	4,516,706	4,901,686	18,788,282	21,776,621	86%	19,988,026	21,772,756	92%
SPECIAL REVENUE FUNDS								
101 City Street Fund	319,610	335,561	1,214,785	1,347,355	90%	1,058,481	1,347,355	79%
102 Arterial Street Fund	(512,883)	(720,117)	2,050,479	5,257,300	39%	3,086,728	4,988,000	62%
103 First Step Center Operating	28,359	27,967	66,280	80,400	82%	58,653	80,150	73%
104 1590 Fund	2,297,233	2,283,033	1,622,258	1,235,000	131%	2,058,752	1,200,000	172%
105 Fiber Fund	451,657	459,806	92,248	85,500	108%	4,847	37,200	13%
107 Park Endowment Fund	17,725	17,738	362	500	72%	2,642	3,050	87%
108 Public Art Fund	55,626	55,923	20,782	20,000	104%	5,633	-	0%
109 Transportation Benefit Dist	404,865	506,722	881,722	1,000,000	88%	375,000	375,000	100%
116 Cemetery Fund	893	(6,995)	72,596	111,802	65%	104,037	111,802	93%
119 Substance Abuse Fund	230,102	230,419	36,733	52,650	70%	-	10,350	0%
150 Fire/EMS Fund	605	(261,856)	6,001,834	6,997,698	86%	6,752,587	7,127,698	95%
197 Lodging Tax Fund	762,222	778,947	615,587	915,000	67%	620,497	834,500	74%
Total Special Revenue Funds	4,056,013	3,707,149	12,675,665	17,103,205		14,127,858	16,115,105	
DEBT SERVICE AND CAPITAL PROJECT FUNDS								
201 Debt Service Fund	273,706	278,256	265,673	369,980	72%	164,529	339,195	49%
300 Genl Govt Capital Reserve Fund	972,505	973,845	20,383	120,000	17%	22,938	210,000	11%
301 Local Capital Improvement Fund	409,588	373,500	273,666	314,000	87%	214,941	1,116,000	19%
303 First Step Center Construction	1,380	1,382	28	-	0%	321	-	0%
311 Park & Rec Capital Imp Fund	2,503,555	2,456,227	670,225	703,000	95%	479,187	1,063,684	45%
Total Debt Service and Capital Project Funds	4,160,734	4,083,209	1,229,975	1,506,980		881,917	2,728,879	
PROPRIETARY FUNDS								
401 Sewer Fund	4,497,164	4,255,077	4,522,087	4,653,600	97%	4,155,457	4,569,588	91%
402 Sewer Capital Reserve Fund	9,742,066	9,812,707	1,454,826	2,115,000	69%	591,997	3,825,000	15%
425 Storm Drain Fund	1,751,519	1,675,303	1,441,957	1,505,000	96%	1,682,963	2,033,835	83%
426 Storm Capital Reserve Fund	2,217,200	2,250,620	442,657	490,000	90%	139,825	609,400	23%
Total Proprietary Funds	18,207,949	17,993,708	7,861,527	8,763,600		6,570,242	11,037,824	
INTERNAL SERVICE FUNDS								
501 Equipment Rental & Repair Fund	2,664,728	2,738,155	811,765	746,570	109%	171,305	1,487,889	12%
502 Computer Rental & Replacement	764,610	778,063	197,056	186,500	106%	100,894	276,534	36%
Total Internal Service Funds	3,429,338	3,516,218	1,008,820	933,070		272,199	1,764,423	
Total All Funds	34,370,740	34,201,970	41,564,269	50,083,476		41,840,242	53,418,987	

Fund Balance Compared to Year End Budgeted Balance



November 2025		Fund Balance	2025 YEAR END
Fund	Fund Name	Actual Balance YTD	Budgeted End Bal
001	General Fund	4,901,686	6,557,271
101	City Street Fund	335,561	244,109
102	Arterial Street Fund	(720,117)	269,300
103	First Step Center Operating	27,967	10,250
104	1590 Fund	2,283,033	4,003,290
105	Fiber Fund	459,806	463,300
107	Park Endowment Fund	17,738	16,519
108	Public Art Fund	55,923	39,019
109	Transportation Benefit Dist	506,722	625,000
116	Cemetery Fund	(6,995)	6,721
119	Substance Abuse Fund	230,419	414,665
150	Fire/EMS Fund	(261,856)	560,000
197	Lodging Tax Fund	778,947	1,171,574
201	Debt Service Fund	278,256	299,748
300	Genl Govt Capital Reserve Fund	973,845	779,665
301	Local Capital Improvement Fund	373,500	259
311	Park & Rec Capital Imp Fund	2,456,227	1,068,000
401	Sewer Fund	4,255,077	3,546,158
402	Sewer Capital Reserve Fund	9,812,707	7,529,947
425	Storm Drain Fund	1,675,303	1,299,993
426	Storm Capital Reserve Fund	2,250,620	1,883,536
501	Equipment Rental & Repair Fund	2,738,155	2,469,606
502	Computer Rental & Replacement	778,063	774,113
Total All Funds		34,200,588	34,032,043

General Property Tax													
Tax Revenue by Month							Increase/(Dec) from PY						
	2021	2022	2023	2024	2025	Prev 3 Yr Avg		vs 2024	% vs 2024	2024 YTD	2025 YTD	% Change YTD	Budget %
Jan	\$5,333	\$13,116	\$29,001	\$6,385	\$9,765	\$16,167	Jan	\$3,380	152.93%	\$6,385	\$9,765	52.93%	0.31%
Feb	\$3,348	\$3,978	\$1,721	\$5,559	\$1,493	\$3,753	Feb	-\$4,065	26.87%	\$11,944	\$11,258	-5.74%	0.36%
Mar	-\$1,155	\$9,457	\$8,789	\$23,034	\$48,567	\$13,760	Mar	\$25,533	210.85%	\$34,978	\$59,825	71.04%	1.89%
April	\$618,516	\$597,561	\$962,687	\$647,354	\$590,464	\$735,868	April	-\$56,891	91.21%	\$682,332	\$650,289	-4.70%	20.59%
May	\$874,745	\$944,346	\$610,532	\$943,593	\$1,037,877	\$832,823	May	\$94,284	109.99%	\$1,625,925	\$1,688,166	3.83%	53.45%
June	\$15,573	\$18,971	\$31,753	\$16,983	\$42,547	\$22,569	June	\$25,564	250.53%	\$1,642,908	\$1,730,713	5.34%	54.80%
July	\$43,050	\$9,413	\$39,939	\$13,036	\$22,323	\$20,796	July	\$9,287	171.24%	\$1,655,944	\$1,753,036	5.86%	55.50%
Aug	\$6,226	\$7,963	\$6,046	-\$8,144	\$8,167	\$1,955	Aug	\$16,311	-100.27%	\$1,647,800	\$1,761,203	6.88%	55.76%
Sept	\$9,989	\$5,102	\$11,887	\$23,641	\$19,578	\$13,544	Sept	-\$4,064	82.81%	\$1,671,441	\$1,780,780	6.54%	56.38%
Oct	\$622,470	\$663,525	\$65,470	\$371,904	\$363,915	\$366,966	Oct	-\$7,989	97.85%	\$2,043,345	\$2,144,695	4.96%	67.91%
Nov	\$576,204	\$583,131	\$1,165,769	\$921,592	\$953,138	\$890,164	Nov	\$31,546	103.42%	\$2,964,937	\$3,097,832	4.48%	98.08%
Dec	\$14,263	\$14,031	\$14,596	\$5,375		\$11,334	Dec						
	\$2,788,562	\$2,870,593	\$2,948,191	\$2,970,311	\$3,097,832							2025 Budget	3,158,371

Retail Sales and Use Tax													
Tax Revenue by Month							Increase/(Dec) from PY						
	2021	2022	2023	2024	2025	Prev 3 Yr Avg		vs 2024	% vs 2024	2024 YTD	2025 YTD	% Change YTD	Budget %
Jan	\$758,870	\$785,734	\$829,590	\$834,828	\$938,225	\$816,717	Jan	\$103,397	112.39%	\$834,828	\$938,225	12.39%	8.37%
Feb	\$929,729	\$923,445	\$954,450	\$991,157	\$1,101,176	\$956,351	Feb	\$110,018	111.10%	\$1,825,985	\$2,039,400	11.69%	18.19%
Mar	\$748,607	\$747,600	\$783,869	\$758,032	\$835,104	\$763,167	Mar	\$77,072	110.17%	\$2,584,017	\$2,874,504	11.24%	25.64%
April	\$713,118	\$758,315	\$781,301	\$806,075	\$733,155	\$781,897	April	-\$72,920	90.95%	\$3,390,092	\$3,607,659	6.42%	32.17%
May	\$954,602	\$912,058	\$982,224	\$885,185	\$951,311	\$926,489	May	\$66,125	107.47%	\$4,275,277	\$4,558,970	6.64%	40.66%
June	\$910,213	\$888,454	\$877,192	\$912,772	\$953,459	\$892,806	June	\$40,688	104.46%	\$5,188,049	\$5,512,429	6.25%	49.16%
July	\$876,962	\$850,820	\$978,767	\$881,147	\$974,435	\$903,578	July	\$93,288	110.59%	\$6,069,196	\$6,486,864	6.88%	57.85%
Aug	\$906,241	\$900,981	\$988,839	\$964,521	\$959,879	\$951,447	Aug	-\$4,641	99.52%	\$7,033,717	\$7,446,743	5.87%	66.41%
Sept	\$996,100	\$965,744	\$985,737	\$1,017,106	\$996,773	\$989,529	Sept	-\$20,333	98.00%	\$8,050,823	\$8,443,516	4.88%	75.30%
Oct	\$880,585	\$899,482	\$928,783	\$970,792	\$906,772	\$933,019	Oct	-\$64,020	93.41%	\$9,021,615	\$9,350,288	3.64%	83.39%
Nov	\$865,273	\$932,931	\$911,018	\$1,018,261	\$949,372	\$954,070	Nov	-\$68,889	93.23%	\$10,039,876	\$10,299,660	2.59%	91.85%
Dec	\$825,799	\$857,806	\$882,973	\$920,224		\$887,001	Dec						
	\$10,366,099	\$10,423,371	\$10,884,743	\$10,960,101	\$10,299,660							2025 Budget	11,213,000

Business and Occupation Taxes (incl Utility Taxes)													
Tax Revenue by Month							Increase/(Dec) from PY						
	2021	2022	2023	2024	2025	Prev 3 Yr Avg		vs 2024	% vs 2024	2024 YTD	2025 YTD	% Change YTD	Budget %
Jan	\$286,680	\$298,532	\$381,035	\$458,119	\$537,201	\$379,229	Jan	\$79,082	117.26%	\$458,119	\$537,201	17.26%	18.78%
Feb	\$161,142	\$170,781	\$134,344	\$113,766	\$59,730	\$139,631	Feb	-\$54,036	52.50%	\$571,886	\$596,931	4.38%	20.87%
Mar	\$156,941	\$68,163	\$79,308	\$54,046	\$74,713	\$67,173	Mar	\$20,667	138.24%	\$625,932	\$671,644	7.30%	23.48%
April	\$414,378	\$302,933	\$513,158	\$518,119	\$594,010	\$444,736	April	\$75,892	114.65%	\$1,144,051	\$1,265,655	10.63%	44.25%
May	\$36,167	\$255,648	\$17,869	\$101,260	\$122,432	\$124,926	May	\$21,172	120.91%	\$1,245,310	\$1,388,086	11.47%	48.53%
June	\$141,378	\$77,775	\$90,581	\$69,729	\$96,113	\$79,362	June	\$26,385	137.84%	\$1,315,039	\$1,484,199	12.86%	51.90%
July	\$341,876	\$198,091	\$414,402	\$434,871	\$511,303	\$349,122	July	\$76,432	117.58%	\$1,749,910	\$1,995,503	14.03%	69.77%
Aug	\$89,122	\$330,252	\$125,559	\$150,819	\$112,628	\$202,210	Aug	-\$38,191	74.68%	\$1,900,729	\$2,108,131	10.91%	73.71%
Sept	\$81,331	\$82,281	\$73,291	\$90,154	\$106,312	\$81,909	Sept	\$16,158	117.92%	\$1,990,883	\$2,214,443	11.23%	77.43%
Oct	\$332,150	\$347,981	\$375,094	\$437,457	\$478,252	\$386,844	Oct	\$40,795	109.33%	\$2,428,340	\$2,692,695	10.89%	94.15%
Nov	\$162,597	\$105,637	\$98,064	\$94,910	\$61,285	\$99,537	Nov	-\$33,625	64.57%	\$2,523,249	\$2,753,979	9.14%	96.29%
Dec	\$240,100	\$68,919	\$76,347	\$129,453		\$91,573	Dec						
	\$2,443,862	\$2,306,992	\$2,379,053	\$2,652,703	\$2,753,979							2025 Budget	2,860,000

Excise Tax (Leasehold)													
Tax Revenue by Month							Increase/(Dec) from PY						
	2021	2022	2023	2024	2025	Prev 3 Yr Avg		vs 2024	% vs 2024	2024 YTD	2025 YTD	% Change YTD	Budget %
Jan	\$0	\$0	\$0	\$0	\$71	\$0	Jan	\$71	#DIV/0!	\$0	\$71	#DIV/0!	4.41%
Feb	\$803	\$446	\$395	\$480	\$170	\$440	Feb	-\$310	35.45%	\$480	\$241	-49.84%	15.04%
Mar	\$0	\$0	\$1	\$1	\$0	\$1	Mar	-\$1	0.00%	\$481	\$241	-49.98%	15.04%
April	\$1,280	\$71	\$71	\$0	\$0	\$47	April	\$0	#DIV/0!	\$481	\$241	-49.98%	15.04%
May	\$0	\$350	\$330	\$233	\$310	\$304	May	\$77	133.03%	\$714	\$551	-22.87%	34.43%
June	\$2,064	\$0	\$1	\$1	\$0	\$1	June	-\$1	0.00%	\$715	\$551	-22.94%	34.43%
July	\$0	\$71	\$71	\$71	\$0	\$71	July	-\$71	0.00%	\$785	\$551	-29.87%	34.43%
Aug	\$1,922	\$371	\$179	\$310	\$240	\$287	Aug	-\$70	77.31%	\$1,095	\$791	-27.84%	49.41%
Sept	\$1	\$0	\$0	\$0	\$0	\$0	Sept	\$0	#DIV/0!	\$1,095	\$791	-27.84%	49.41%
Oct	\$246	\$0	\$71	\$0	\$71	\$24	Oct	\$71	#DIV/0!	\$1,095	\$861	-21.40%	53.82%
Nov	\$421	\$528	\$457	\$284	\$296	\$423	Nov	\$12	104.12%	\$1,379	\$1,157	-16.14%	72.30%
Dec	\$0	\$1	\$1	\$20		\$7	Dec						
	\$6,737	\$1,838	\$1,576	\$1,400	\$1,157							2025 Budget	1,600

Other Taxes (Admissions)													
Tax Revenue by Month							Increase/(Dec) from PY						
	2021	2022	2023	2024	2025	Prev 3 Yr Avg		vs 2024	% vs 2024	2024 YTD	2025 YTD	% Change YTD	Budget %
Jan	\$0	\$23,050	\$11,647	\$211	\$25,336	\$11,636	Jan	\$25,124	12000.5%	\$211	\$25,336	11900.54%	25.34%
Feb	\$1,718	\$0	\$0	\$20,861	\$2,101	\$6,954	Feb	-\$18,760	10.07%	\$21,072	\$27,436	30.20%	27.44%
Mar	\$0	\$0	\$0	\$0	\$0	\$0	Mar	\$0	#DIV/0!	\$21,072	\$27,436	30.20%	27.44%
April	\$4,725	\$15,491	\$3,639	\$17,565	\$16,145	\$12,232	April	-\$1,420	91.91%	\$38,637	\$43,581	12.80%	43.58%
May	\$0	\$2,955	\$3,383	\$0	\$0	\$2,113	May	\$0	#DIV/0!	\$38,637	\$43,581	12.80%	43.58%
June	\$0	\$0	\$0	\$0	\$0	\$0	June	\$0	#DIV/0!	\$38,637	\$43,581	12.80%	43.58%
July	\$11,519	\$0	\$26,519	\$20,384	\$27,566	\$15,634	July	\$7,182	135.23%	\$59,021	\$71,147	20.54%	71.15%
Aug	\$1,027	\$28,301	\$0	\$0	\$0	\$9,434	Aug	\$0	#DIV/0!	\$59,021	\$71,147	20.54%	71.15%
Sept	\$0	\$0	\$0	\$0	\$0	\$0	Sept	\$0	#DIV/0!	\$59,021	\$71,147	20.54%	71.15%
Oct	\$14,005	\$1,527	\$24,907	\$27,765	\$22,080	\$18,066	Oct	-\$5,685	79.52%	\$86,786	\$93,227	7.42%	93.23%
Nov	\$1,198	\$18,638	\$1,259	\$0	\$1,523	\$6,632	Nov	\$1,523	#DIV/0!	\$86,786	\$94,750	9.18%	94.75%
Dec	\$0	\$0	\$0	\$0	\$0	\$0	Dec						
	\$34,191	\$89,963	\$71,353	\$86,786	\$94,750							2025 Budget	100,000

Total Taxes All Sources													
Tax Revenue by Month							Increase/(Dec) from PY						
	2021	2022	2023	2024	2025	Prev 3 Yr Avg		vs 2024	% vs 2024	2024 YTD	2025 YTD	% Change YTD	Budget %
Jan	\$1,050,883	\$1,120,431	\$1,251,272	\$1,299,543	\$1,510,597	\$1,223,749	Jan	\$211,054	116.2%	\$1,299,543	\$1,510,597	16.24%	8.72%
Feb	\$1,096,740	\$1,098,650	\$1,090,911	\$1,131,822	\$1,164,669	\$1,107,128	Feb	\$32,847	102.90%	\$2,431,366	\$2,675,267	10.03%	15.43%
Mar	\$904,393	\$825,220	\$871,966	\$835,114	\$958,384	\$844,100	Mar	\$123,270	114.76%	\$3,266,479	\$3,633,651	11.24%	20.96%
April	\$1,752,016	\$1,674,370	\$2,260,856	\$1,989,113	\$1,933,774	\$1,974,780	April	-\$55,340	97.22%	\$5,255,593	\$5,567,425	5.93%	32.12%
May	\$1,865,513	\$2,115,358	\$1,614,338	\$1,930,271	\$2,111,930	\$1,886,656	May	\$181,659	109.41%	\$7,185,864	\$7,679,354	6.87%	44.30%
June	\$1,069,228	\$985,200	\$999,527	\$999,484	\$1,092,119	\$994,737	June	\$92,635	109.27%	\$8,185,348	\$8,771,473	7.16%	50.61%
July	\$1,273,407	\$1,058,395	\$1,459,697	\$1,349,509	\$1,535,627	\$1,289,200	July	\$186,118	113.79%	\$9,534,857	\$10,307,101	8.10%	59.47%
Aug	\$1,004,538	\$1,267,868	\$1,120,623	\$1,107,505	\$1,080,914	\$1,165,332	Aug	-\$26,591	97.60%	\$10,642,362	\$11,388,014	7.01%	65.70%
Sept	\$1,087,420	\$1,053,128	\$1,070,915	\$1,130,901	\$1,122,662	\$1,084,981	Sept	-\$8,238	99.27%	\$11,773,263	\$12,510,677	6.26%	72.18%
Oct	\$1,849,456	\$1,912,515	\$1,394,325	\$1,807,918	\$1,771,089	\$1,704,920	Oct	-\$36,829	97.96%	\$13,581,181	\$14,281,766	5.16%	82.40%
Nov	\$1,605,693	\$1,640,865	\$2,176,568	\$2,035,047	\$1,965,613	\$1,950,826	Nov	-\$69,434	96.59%	\$15,616,228	\$16,247,379	4.04%	93.74%
Dec	\$1,080,162	\$940,756	\$973,917	\$1,055,072	\$0	\$989,915	Dec						
Total:	\$15,639,450	\$15,692,757	\$16,284,916	\$16,671,300	\$16,247,379							2025 Budget	17,332,971

[Return to Agenda](#)

MAYOR'S UPDATE

ITEMS



ITEM #: 1

CHECK ONE:

DISCUSSION. _____

ACTION. X

AGENDA ITEM

Council Date: January 8, 2026 Subject: HB 2015 – Public Safety Bill

Submitted by: Kevin Turner, Chief of Police

Attachments: RCW 82.14.345 & HB2015 Criteria Public Hearing Required: YES () NO (X)
Proposed Ordinance for HB2015

HISTORY AND SUMMARY

House Bill 2015 became effective on July 27, 2025, and provides cities and counties with two new mechanisms to enhance public safety funding: a state-funded grant program and optional local sales tax authority.

The state grant program is supported by a \$100 million allocation in the 2025–2027 biennial budget. Grant funds are designated for hiring-related expenses and may be used to support officer recruitment and retention for up to three years.

In addition, with City Council approval, HB 2015 authorizes the City to implement a 0.1% local sales tax dedicated to public safety. This tax represents a permanent revenue source and may be used broadly for criminal justice and public safety purposes, at the discretion of the City, to address local needs and priorities.

Both funding options offer flexibility and may be aligned with the City’s long-term public safety and staffing goals.

ALTERNATIVES CONSIDERED

During the budget process for 2026, the city considered impacts to public safety related operations if funding from this source were not attained. Specifically, up to an estimated \$700,000 in 2026, and \$1.0-\$1.2 million in subsequent years, public safety related programs may have been negatively impacted.

BID REQUIREMENTS

Not applicable.

CURRENT AND FUTURE BUDGET IMPACT

HB 2015 Grant Program

If awarded, the HB 2015 grant may fund up to 75% of entry-level police officer salaries and benefits for a period of up to 36 months, with a maximum award of \$125,000 per position. Grant funds may also be used for certain training costs and, at the City's discretion, for other eligible public safety-related purposes as allowed under the program guidelines.

Councilmanic Sales Tax Authority

With City Council approval, HB 2015 authorizes the implementation of a 0.1% local sales tax dedicated to criminal justice and public safety purposes. Revenues generated by this tax may be used at the discretion of the imposing authority. Approval of this measure is estimated to generate approximately \$1.0–\$1.2 million annually in ongoing funding for criminal justice purposes.

Eligibility and Policy Requirements

While the grant program and sales tax are separate funding mechanisms, both are subject to statutory policy and training requirements that the Police Department and City must meet. Specifically:

- The Police Department must meet grant eligibility requirements for the City to impose the public safety sales tax.
- Receipt of grant funds is contingent upon the City having implemented, or being eligible to implement, the public safety sales tax.
- The City Council may adopt the sales tax without applying for or receiving grant funds; however, the City must still meet the grant eligibility requirements to lawfully impose the tax.

LEGAL REVIEW

Reviewed by City Attorney Leif Johnson.

Note: The Department of Revenue (DOR) has a 75-day notification requirement. The city must schedule, pass, sign, and notify the DOR before January 16th to have the sales tax effective April 1st; and by April 17th to have the sales tax effective July 1st.

Compliance Status: There are many compliance standards attached to this sales tax that the police department must meet. We have completed the majority of these and will complete the remaining requirements mid-January.

COUNCIL COMMITTEE RECOMMENDATION

This item was introduced and briefly discussed at prior Public Safety Committee meetings.

STAFF RECOMMENDATION

Staff respectfully recommend that the City Council approve and authorize the implementation of the 0.1% Public Safety Sales Tax. This dedicated funding source will provide much-needed, ongoing support for the Police Department and other public safety-related programs and services.

SUGGESTED COUNCIL MOTION

“I move to approve the implementation of a 0.1% Public Safety Sales Tax as authorized through House Bill 2015.”

RCW 82.14.345

Sales and use tax for criminal justice purposes.

(1)(a) By June 30, 2028, the legislative authority of a qualified city or county may authorize, by resolution or ordinance, a sales and use tax in accordance with the terms of this chapter. The resolution or ordinance must include a finding that the city or county has met the requirements under (c) of this subsection.

(b) If a city or county legislative authority has not adopted a resolution or ordinance to impose the tax under (a) of this subsection by June 30, 2028, the city or county may submit an authorizing proposition to the city or county voters at a primary or general election, and if the proposition is approved by the majority of persons voting, impose the sales and use tax under this section.

(c) A qualified city or county may impose the tax authorized under this section only if the city or county meets the requirements to receive a grant under RCW 43.101.540. A city or county that has not issued and implemented policies and practices as required under RCW 43.101.540 (3) and (4) may not impose the tax authorized under this section.

(d) To establish that the city or county qualifies under (c) of this subsection, the city or county must submit documentation, in a form and manner prescribed by the criminal justice training commission, demonstrating the city or county meets the requirements of RCW 43.101.540. A city or county that wishes to impose the tax authorized under this section may submit documentation to the commission before the commission finalizes the form and manner of such submittals and may not be penalized for doing so. However, once the commission has established the form and manner of the submission, all cities and counties must make submissions as prescribed.

(i) If the commission, in consultation with the office of the attorney general, is unable to verify the submittal within 45 calendar days of receipt, the commission shall notify the city or county of any deficiencies.

(ii) The city or county may, at this time, and conditioned on the city or county submitting supplemental documentation rectifying the stated deficiencies, authorize the tax established under this section. The commission shall thereafter notify the city or county of any outstanding deficiencies within 45 calendar days of receipt of the supplemental documentation.

(iii) If the city or county has not rectified all deficiencies within 180 calendar days of its initial submittal under this section, as verified by the criminal justice training commission, the office of the state treasurer must withhold \$100,000 of the tax collected under this section each month until the month in which the city or county comes into compliance with the requirements of RCW 43.101.540 as verified by the criminal justice training commission.

(e) The tax authorized in this section is in addition to any other taxes authorized by law and must be collected from those persons who are taxable by the state pursuant to chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within such city or county.

(2) The rate of tax under this section equals 0.1 percent of the selling price, in the case of a sales tax, or value of the article used, in the case of a use tax.

(3) Moneys received from the tax imposed under this section must be expended for criminal justice purposes.

(4)(a) Cities and counties who impose the tax authorized under this section shall, within one calendar year of imposition of the tax and annually thereafter, make a report to either the association of Washington cities or the Washington state association of counties on how the moneys received from the tax were expended.

(b) By December 1, 2025, and annually thereafter, the association of Washington cities and Washington state association of counties shall compile all information received pursuant to (a) of this subsection and submit a report to the appropriate committees of the legislature detailing the purposes for which each city and county expended the moneys received from the tax.

(5) For purposes of this section, the following definitions apply unless the context clearly requires otherwise.

(a) "Criminal justice purposes" means activities that substantially assist the criminal justice system, which may include circumstances where ancillary benefit to the civil justice and behavioral health systems occurs, and which includes:

(i) Domestic violence services, such as those provided by domestic violence programs, community advocates, and legal advocates, as those terms are defined in RCW 70.123.020;

(ii) Staffing adequate public defenders to provide appropriate defense for individuals;

(iii) Diversion programs;

(iv) Reentry work for inmates;

(v) Local government programs that have a reasonable relationship to reducing the numbers of people interacting with the criminal justice system including, but not limited to, reducing homelessness or improving behavioral health;

(vi) Community placements for juvenile offenders; and

(vii) Community outreach and assistance programs, alternative response programs, and mental health crisis response including, but not limited to, the recovery navigator program.

(b) "Qualified city or county" means either a city or county where the voters have not repealed by referendum a tax imposed pursuant to RCW 82.14.340 or rejected a ballot proposition to impose a tax pursuant to RCW 82.14.450 in the previous 12 months.

HB 2015

Statutory Criteria and Requirements for Approval of Sales & Use Tax Authority

By June 30, 2028, the legislative authority of a qualified city or county may authorize, by resolution or ordinance, a sales and use tax. "Qualified city or county" means either a city or county where the voters have not repealed by referendum a tax imposed pursuant to RCW 82.14.340 or rejected a ballot proposition to impose a tax pursuant to RCW 82.14.450 in the previous 12 months.

If a City or County legislative authority has not adopted a resolution or ordinance to impose the tax by June 30, 2028, the City or County may submit an authorizing proposition to the city or county voters at a primary or general election, and if the proposition is approved by the majority of persons voting, impose the sales and use tax.

Sales & Use Tax funding may only be used for criminal justice purposes. "Criminal justice purposes" means activities that substantially assist the criminal justice system, which may include circumstances where ancillary benefit to the civil justice and behavioral health systems occurs, and which includes:

- 1) Domestic violence services, such as those provided by domestic violence programs, community advocates, and legal advocates, as those terms are defined in RCW 70.123.020;
- 2) Staffing adequate public defenders to provide appropriate defense for individuals;
- 3) Diversion programs;
- 4) Reentry work for inmates;
- 5) Local government programs that have a reasonable relationship to reducing the numbers of people interacting with the criminal justice system including, but not limited to, reducing homelessness or improving behavioral health;
- 6) Community placements for juvenile offenders; and
- 7) Community outreach and assistance programs, alternative response programs, and mental health crisis response including, but not limited to, the recovery navigator program.

The resolution or ordinance enacted by the City or County must include a finding that the City or County has:

- 1) Issued and implemented policies and practices consistent with RCW 43.17.425 and 10.93.160, and the office of the Attorney General's Office Keep Washington Working Act guide, model policies, and training recommendations for state and local law enforcement agencies;
- 2) Participated in CJTC training as required by RCW 43.101.455 and 36.28A.445;
- 3) Issued and implemented policies and practices regarding use of force and de-escalation tactics consistent with RCW 10.120.030 and the Attorney General's Office model policies, and all other CJTC and Attorney General's Office model policies regarding use of force for law enforcement including, but not limited to, duty to intervene and training and use of canine teams;

- 4) Attest that the agency has taken necessary steps to implement use of force data collection and reporting consistent with chapters 10.118 and 10.120 RCW, and, as of September, 2025, is submitting the required reports in the manner and on the schedule as required by the Attorney General's Office;
- 5) Issued and implemented policies and practices consistent with chapters 7.105 and 9.41 RCW and the CJTC model policy and training addressing firearm relinquishment pursuant to court orders;
- 6) A 25 percent officer completion rate with the CJTC's 40-hour crisis intervention team training;
- 7) A 100 percent officer compliance rate for those officers required to complete trauma informed, gender-based violence interviewing, investigation, response, and case review training developed or approved by CJTC pursuant to RCW 43.101.272 and 43.101.276, and if requested by CJTC, participated in agency case reviews;
- 8) Except as it applies to tribal law enforcement agencies, received funding from a sales and use tax authorized pursuant to RCW 82.14.340 or 82.14.450, or authorized by 2015 before the awarding of the grant;
- 9) A chief of police, marshal, or sheriff who is certified by the CJTC and who has not:
 - a) Been convicted of a felony anywhere in the United States or under foreign law; or
 - b) Been convicted of a gross misdemeanor involving moral turpitude, dishonesty, fraud, or corruption; and
- 10) Issued and implemented policies and practices that prohibit volunteers who assist with agency work from enforcing criminal laws, other than for assistance with special event traffic and parking, including engaging in pursuits, detention, arrests, the use of force, or the use of deadly force; carrying or the use of firearms or other weapons; or the use of dogs to track people or animals other than for purposes of search and rescue; and that set forth the required supervision of volunteers, including that they must be clearly identifiable by the public as distinguishable from peace officers and any identifying insignia must be officially issued by the agency and used only when on duty.

If the Program Manager determines that the statutory criteria have been met other than completion of certain training requirements, and the reason for the noncompliance with those training requirements is lack of financial capacity to send the required personnel to certain training, the Program Manager may work with the Applicant to provide a funding advance for the purpose of the agency fulfilling the training requirements within a required timeline. If the reason for the non-compliance with those training requirements is the availability of the training for the required personnel, the Program Manager may work with the Applicant to allow for compliance as long as all required personnel complete that training on a schedule approved by the Program Manager and CJTC's Executive Director

ORDINANCE # [REDACTED]

AN ORDINANCE of the City of Burlington, Washington, enacting an additional sales and use tax of one-tenth of one percent (0.1%), as authorized in Section 201, Chapter 350, Laws of Washington 2025, for criminal justice purposes; adding a new section to Burlington Municipal Code Chapter 3.84; and providing for severability and establishing an effective date.

WHEREAS, the Legislature enacted House Bill 2015 in the 2025 legislative session to provide qualified cities, towns, or counties to authorize, by resolution or ordinance, a new local option sales and use tax of one-tenth of one percent (0.1%) for criminal justice purposes; and

WHEREAS, the City Council seeks to enhance criminal justice funding; and

WHEREAS, the City has experienced an increased demand for police and criminal justice services, along with rising operational costs, and the City Council finds that a Public Safety Sales Tax will provide a dedicated and reliable funding source to support police and related criminal justice services; and

WHEREAS, the City Council finds that the City, through its law enforcement agency, Burlington Police Department, meets the requirements to receive a grant from the Local Law Enforcement Grant Program created in Section 101, Chapter 350, Laws of Washington 2025; and

WHEREAS, the City receives distributions from the sales and use tax authorized by RCW 82.14.340 for criminal justice purposes and receives distributions from the public safety sales and use tax authorized by RCW 82.14.450 for public safety; and

WHEREAS, the City voters have not repealed by referendum the criminal justice sales tax imposed pursuant to RCW 82.14.340 or rejected a ballot proposition to impose the public safety sales tax authorized by RCW 82.14.450 in the previous 12 months.

NOW, THEREFORE, the City Council of the City of Burlington do ordain as follows:

Section 1. Findings.

- A. The City Council finds that the City, through its law enforcement agency, Burlington Police Department, meets the requirements to receive a grant from the Local Law Enforcement Grant Program created in Section 101, Chapter 350, Laws of Washington 2025, having:
1. Issued and implemented policies consistent with RCW 43.17.425 and 10.93.160, and the office of the attorney general's keep Washington working act guide, model policies, and training recommendations for state and local law enforcement agencies;
 2. Participated in commission trainings as required by RCW 43.101.455 and 36.28A.445;
 3. Issued and implemented policies and practices regarding use of force and de-escalation tactics consistent with RCW 10.120.030 and the office of the attorney general's model policies, and all other commission and attorney general model policies regarding use of

force for law enforcement, including, but not limited to, duty to intervene and training and use of canine teams;

4. Implemented use of force data collection and reporting consistent with Chapters 10.118 and 10.120 RCW when the program is operational, as confirmed by a notice from the attorney general's office to all police chiefs and sheriffs;
 5. Issued and implemented policies and practices consistent with Chapters 7.105 and 9.41 RCW and the commission model policies and training addressing firearm relinquishment pursuant to court orders;
 6. A 25 percent (25%) officer completion rate with the commission's 40-hour crisis intervention team training;
 7. A 100 percent (100%) officer compliance rate for those officers required to complete trauma-informed, gender-based violence interviewing, investigation, response, and case review training developed or approved by the commission pursuant to RCW 43.101.272 and 43.101.276, and if requested by the commission, participated in agency case reviews;
 8. Received funding from a sales and use tax authorized pursuant to RCW 82.14.340 or RCW 82.14.450;
 9. A chief of police who is certified by the Criminal Justice Training Commission, and who has not been convicted of a felony anywhere in the United States or under foreign law, or been convicted of a gross misdemeanor involving moral turpitude, dishonesty, fraud, or corruption; and
 10. Issued and implemented policies and practices that prohibit volunteers who assist with agency work from enforcing criminal laws, other than for assistance with special event traffic and parking, including engaging in pursuits, detention, arrests, the use of force, or the use of deadly force; carrying or the use of firearms or other weapons; or the use of dogs to track people or animals other than for purposes of search and rescue; and that set forth the required supervision of volunteers, including that they must be clearly identifiable by the public as distinguishable from peace officers and any identifying insignia must be officially issued by the agency and only used when on duty.
- B. The City has provided the Criminal Justice Training Commission with a detailed staffing plan specifying the following:
1. The total number of commissioned officers currently employed by the agency;
 2. The total number of specially commissioned officers currently employed by the agency;
 3. The total number of co-response teams established within the agency and what staffing are included in each co-response team;
 4. The total number of administrative staff currently employed by the agency;
 5. The number of officers on flexible work schedules;

6. The average 911 response rate of the agency over the 12-month period immediately preceding the month in which the City is submitting documentation to the Criminal Justice Training Commission; and
 7. The average case closure rate of the City over the 12-month period immediately preceding the month in which the county is submitting documentation to the Criminal Justice Training Commission.
- C. The City Council directs the City to submit required documentation to the Criminal Justice Training Commission demonstrating that the City meets the requirements of Section 101, Chapter 350, Laws of Washington 2025.

Section 2. Tax Imposed.

There is hereby added to Burlington Municipal Code Chapter 3.84 a new section to read as follows:

A. Tax Imposed

To provide funding for criminal justice purposes as authorized by Section 201, Chapter 350, Laws of Washington 2025, an additional one-tenth of one percent (0.1%) sales and use tax is hereby levied, fixed, and imposed on all taxable events within the City as defined in Chapter 82.08, 82.12, or 82.14 RCW.

B. Applicability of the Tax

The tax shall be imposed upon and collected from those persons from whom sales tax or use tax is collected in accordance with Chapter 82.08 or 82.12 RCW, and shall be collected at the rate of one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

C. Additional Tax

The additional sales and use tax shall be in addition to all other existing sales and use taxes currently imposed by the City.

Section 3. Notice to Department of Revenue.

The clerk is requested to submit this ordinance to the Department of Revenue and take all steps necessary to implement and collect the tax imposed by this Ordinance.

Section 4. Severability.

If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. Effective Date.

This ordinance shall take effect and be in full force five (5) days after publication. The additional tax imposed by Section 2 shall apply to taxable events occurring on or after April 1, 2026.

INTRODUCED AND PASSED at a regular meeting of the City Council of the City of Burlington, on this _____ day of _____, 202__.

APPROVED

Bill Aslett, Mayor

ATTEST

Sandra Kottke, City Clerk

Date

APPROVED AS TO FORM

Leif Johnson, City Attorney

Date

Passed by City Council: _____

Signed by Mayor: _____

Published: _____



ITEM #: 2

CHECK ONE:

DISCUSSION. _____

ACTION. X

AGENDA ITEM

Council Date: January 8, 2026 Subject: Agreement with Learning Landscapes for the preparation of construction documents for Maiben Park Natural Playground

Submitted By: Sarah Ward, Enrichment Services Director

Attachments: Agreement with Learning Landscapes Public Hearing Required: YES () NO (X)

Natural Playground Concept Plan

Natural Playground Cost-Estimate

HISTORY AND SUMMARY

This agreement presented at Council’s January 8, 2026 meeting marks the beginning of Phase-2 of the Maiben Park Natural Playground project. This phase will produce permit-construction ready documents, along with key technical deliverables such as civil engineering, an infiltration report, soils testing, a topographic survey, and a project base map.

At the August 14, 2025 meeting, Council approved an agreement with Grasstains LLC, in partnership with Learning Landscapes, to design and build a natural playground at Maiben Park. **Phase 1 is now complete, resulting in a concept plan** shaped by input from in-person & online public outreach concerning play elements and from City staff concerning maintenance considerations.

The attached Agreement details Learning Landscape’s specific scope of work and responsibilities for this next phase of the project.

Phase 1 also provided a cost estimate for the full project, anticipated to fall between \$600,000–\$815,000, depending on the final play elements selected. (This estimate includes Learning Landscapes’ fee of \$142,800 for Phase 2 work.)

Once Phase 2 is complete, results will be shared with Council. The next step will involve discussion with Council about funding the construction phase based on the selected playground elements.

ALTERNATIVES CONSIDERED

Postponing the Natural Playground project.

BID REQUIREMENTS

The RFQ for the project was initiated in February 2025 with review of SOQs and selection completed in April 2025. Agreement with Grasstains LLC in partnership with Learning Landscapes for the overall design-build project approved by Council in August 2025.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

Up to \$970,000 has been allocated in the 2026 Capital Improvement Plan for Maiben Park improvements, including the design and construction of a Natural Playground. From this amount, **\$142,800 will fund Phase 2 of the project, leaving approximately \$672,200 available** for the build-phase and other park improvements.

Before moving forward with the build-phase of the project, the Parks & Recreation Advisory Board and ultimately City Council will review and discuss the project scope to ensure alignment with funding priorities.

LEGAL ASPECTS – LEGAL REVIEW

Agreement with Learning Landscapes has been reviewed by Legal with recommendation to proceed.

COUNCIL COMMITTEE RECOMMENDATION

The Parks & Recreation Advisory Board has reviewed the Phase-1 concept plan. Board members will play a more active role during the next phases of the project where the scope of the playground and funding for it will be primary topics.

STAFF RECOMMENDATION

City staff recommend moving forward with Phase-2 work.

SUGGESTED COUNCIL MOTION LANGUAGE

“I move to authorize the mayor’s signature on the Agreement with Learning Landscapes for Phase-2 of the Maiben Park Natural Playground project, providing the technical work needed to develop construction-ready documents.”

Exhibit 'B' contract is at the end of the document



**Submittal for: NATURAL PLAYGROUND
CONSTRUCTION DOCUMENT DESIGN SERVICES
AND CONSTRUCTION SUPPORT
for Maiben Park**

Prepared By:
Learning Landscapes Design LLC
Portland, OR Wauwatosa, WI

12/4/25



City of Burlington
Sarah Ward,
Parks & Recreation Director
900 E Fairhaven Ave,
Burlington, WA 98233
(360) 755-9649 x7801
sarahw@burlingtonwa.gov



Dear Sarah Ward and City of Burlington Parks & Recreation Department,

Thank you for the opportunity to provide you with this proposal for landscape architectural services. Learning Landscape Design LLC is experienced in providing innovative site design for childhood play and learning environments. Our firm is built on our passion to connect people to nature through play. The more we learn about unstructured play in nature the more driven we are to offer this high value play to as many communities as we can. Our firm has over 13 years of experience with natural play area projects from community involvement, through conceptual development, construction documents, and construction management. This proposal is based on our previous conversations with you, and our experience on similar projects.

For us, working collaboratively with the City and community members brings us great satisfaction and success. Our team possesses the creative thinking your project needs. We strive to maximize the aesthetic and functional aspects of designs so they look and work beautifully over the long term. Our design experience is coupled with an extensive understanding of safety, maintenance, and construction of natural children's spaces. Our company is built on our ability to listen and we excel at crafting a process and design that fit your needs and budget.

You should work with Learning Landscapes Design because:

- 1 - **We specialize in natural landscapes for play and learning.** We are National leaders for knowledge in and design of children's spaces. Kids interact with spaces in a very different way than adults. They think and learn differently and we specialize in finding ways to let kids connect with their environment.
- 2 - Our projects focus on **whole child learning**, not just physical play. Offering a variety of play types is the heart of inclusive play. I have a Master's Degree in Education. We are at the forefront of including STEM, and sensory activities, as well as communicating your message through play.
- 3 - We have developed a **7 step safety and liability process** we use on all of our projects. This insures that we are on the same page for risk management. We also have multiple Certified Playground Safety Inspectors on staff.
- 4 - Our designs are maintainable and practical. Maintaining an alternative play area or outdoor learning environment can be daunting. We are the **only design firm that offers an extensive management plan** and set of safety inspection documents for our designs.

The following proposal outlines the tasks that are proposed to assist you in creating a construction documents for installation. These tasks are arranged to create a vision everyone can get behind and develop a plan for moving forward. We have used this project approach on similar projects and the tasks work well. We are willing to adjust, move, and add tasks to suit your vision of the process. Consider this a starting point and an outline of our abilities and strengths. I will be your principal contact and the main point of correspondence for contractual issues.

Sincerely,

A handwritten signature in cursive script that reads "Michelle Mathis".

Michelle Mathis RLA, CPSI, CLARB
Principal Designer
Learning Landscapes Design LLD
401 NE 18th Ave Suite 200
Portland OR 97232
503-347-4523
michelle@learninglandscapesdesign.com

Project Understanding and Approach

Understanding

Somewhere along the way the days of children playing in the woods behind their house turned into programmed activities, pavement, and colorful climbing structures. In our race to urbanization we have all too often left children behind. Nature deficit disorder, increased screen time and time indoors have left our kids rootless and unconnected to their environment. Learning Landscapes strives to create play and learning spaces that ground children, offer child led play, and build community.

Maiben Park is a key community space in Burlington, WA, serving residents of all ages. Our team understands that this project aims to enhance the park's accessibility, functionality, and recreational amenities while preserving its natural features. It is our understanding that you are looking to create a Nature Playground for the Burlington community. This unique playscape will bring people into the site and introduce them to the exciting potential of play in nature. With exciting physical play, water play and sensory play, kids will find ways to truly engage with the natural world.

Design and Construction Approach Collaborative Approach

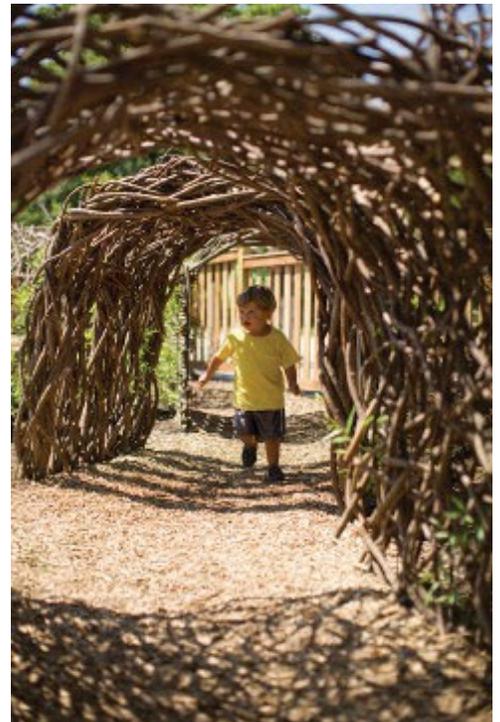
Grasstains and Learning Landscapes Design have built a relationship over 10 years of working together in design build contracts. We work well together because we have similar communication styles, values, and in the end we trust each other. Over the lifeline of owning our companies we have found a relationship that is defined on the solutions and quality of communication through the rough sections of a project. We let doing what is right, mutual respect and clear communication be our guiding framework through these situations. LLD will lead the design effort with engineering subs. This will move the design from the concept plan, through permitting and into a construction set of drawings.

Future Construction Budget Approval and Contract Execution

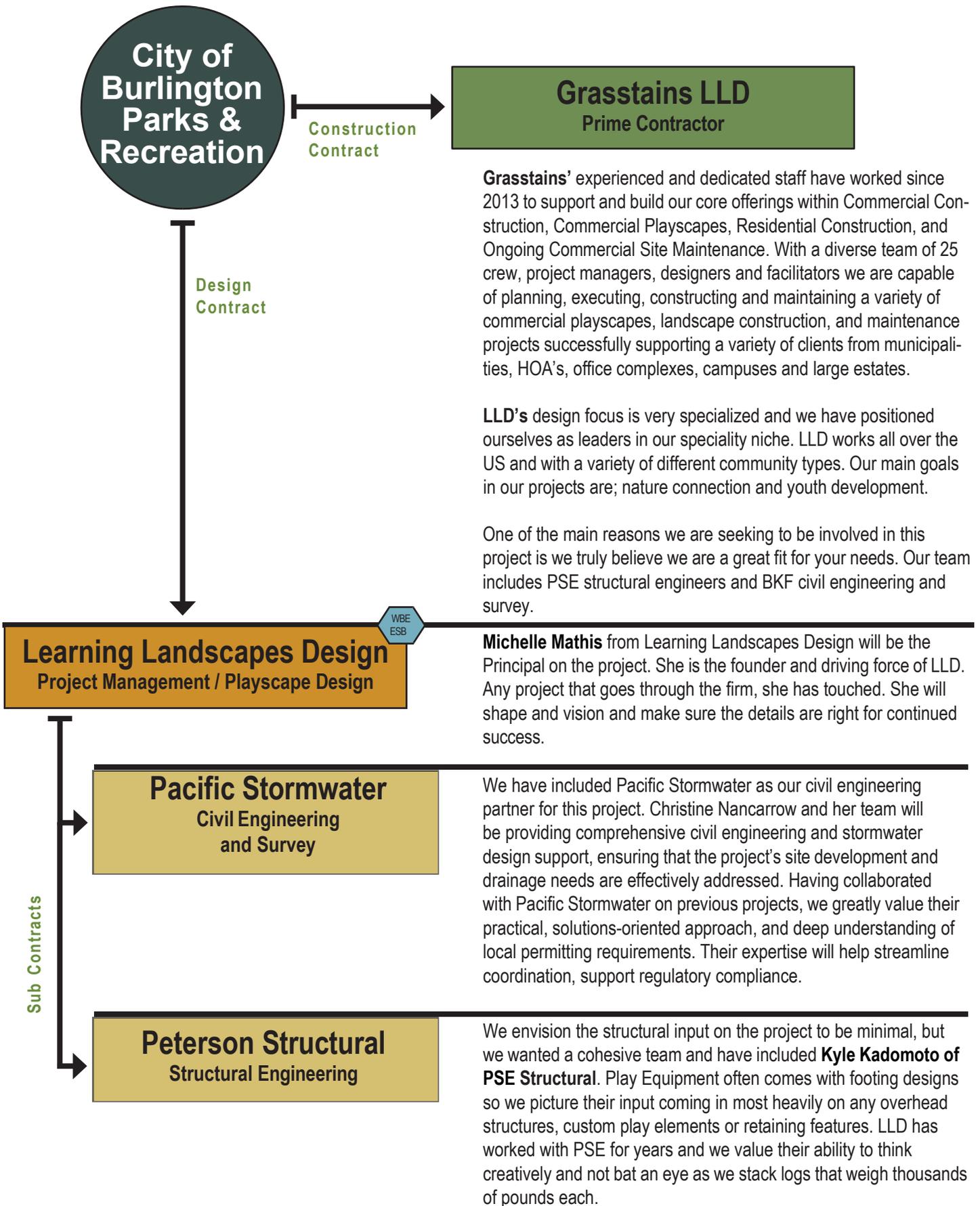
Once a final set of construction documents is approved by the City. The Grasstains team will build out a construction budget. Grasstains team will take over the construction tasks and timeline from ordering equipment to coordinating with construction subs. Their Construction contract will cover everything it takes to get the components and materials purchased, site prepared, and elements installed. The City may require some construction testing that will also be allocated for this bid number. The owner will have regular site meetings with the Grasstains construction management team to review progress and oversee construction. Any Changes will be communicated and constructed with a mutual respect and collaboration. We approach issues with a solutions oriented mind set to control budget and keep the core design intent intact as well as overall project on schedule. LLD scope during this phase will be communication, review, and site visits to review at key times. These tasks are listed below in 4.3, 4.4 and 4.5.

Project Timeline

Jan15th - Feb 30th	Draft CD
March 1st - April 15th	Final CD
March 1st - March 31st	Construction Budget Review and Approval
April 15th - May15th	Permitting
June - September 2026	Construction



Our Team



City of Burlington Parks & Recreation

Grasstains LLD
Prime Contractor

Grasstains' experienced and dedicated staff have worked since 2013 to support and build our core offerings within Commercial Construction, Commercial Playscapes, Residential Construction, and Ongoing Commercial Site Maintenance. With a diverse team of 25 crew, project managers, designers and facilitators we are capable of planning, executing, constructing and maintaining a variety of commercial playscapes, landscape construction, and maintenance projects successfully supporting a variety of clients from municipalities, HOA's, office complexes, campuses and large estates.

LLD's design focus is very specialized and we have positioned ourselves as leaders in our speciality niche. LLD works all over the US and with a variety of different community types. Our main goals in our projects are; nature connection and youth development.

One of the main reasons we are seeking to be involved in this project is we truly believe we are a great fit for your needs. Our team includes PSE structural engineers and BKF civil engineering and survey.

Learning Landscapes Design
Project Management / Playscape Design

Michelle Mathis from Learning Landscapes Design will be the Principal on the project. She is the founder and driving force of LLD. Any project that goes through the firm, she has touched. She will shape and vision and make sure the details are right for continued success.

Pacific Stormwater
Civil Engineering and Survey

We have included Pacific Stormwater as our civil engineering partner for this project. Christine Nancarrow and her team will be providing comprehensive civil engineering and stormwater design support, ensuring that the project's site development and drainage needs are effectively addressed. Having collaborated with Pacific Stormwater on previous projects, we greatly value their practical, solutions-oriented approach, and deep understanding of local permitting requirements. Their expertise will help streamline coordination, support regulatory compliance.

Peterson Structural
Structural Engineering

We envision the structural input on the project to be minimal, but we wanted a cohesive team and have included **Kyle Kadomoto of PSE Structural**. Play Equipment often comes with footing designs so we picture their input coming in most heavily on any overhead structures, custom play elements or retaining features. LLD has worked with PSE for years and we value their ability to think creatively and not bat an eye as we stack logs that weigh thousands of pounds each.

FIRM OVERVIEW

WHAT WE DO

STORMWATER ENGINEERING & MANAGEMENT

Pacific Stormwater is unmatched in providing stormwater services in the Pacific Northwest. We built this firm to fill a void that so many large firms left open; specialized, expert stormwater consulting. While we can base our success on many factors, at the core is our love for sustainable development and managing a finite resource responsibly. Our team has extensive experience in public and private development; a real-world understanding of constructability and maintenance from numerous construction projects across multiple industries; specialized knowledge of the regional stormwater management design manuals; particular expertise in remedial actions and source assessments providing a unique perspective on source control; and outstanding integrity in performing professional services.

Our skill in navigating the intersection of property development and stormwater is unparalleled in the PNW - no other firm deliberately focuses on stormwater the way we do. Every project we have completed since opening our doors in 2014 has focused on water: conveyance, retrofits, fish habitat, water quality, compliance, treatment - you name it, we've done it. We've managed complex details of day-to-day construction and our in-depth knowledge of geochemistry and hydrology enable us to provide expert services when water management issues arise. We integrate this expertise to mitigate risk and to achieve customer project goals. Whether you are an owner, municipality, design consultant, contractor, attorney, insurer, or other industry service provider, our goal is to provide you with expert consulting at a low-overhead, boutique firm price.



PSW Offices



SERVICES

CIVIL

- Stormwater Facility Design
- Municipal Utility Design
- Conveyance Analysis & Design
- Roadway & Frontage Design
- Site Infrastructure & Retrofits
- PS&E

STORMWATER

- Flow Control/Water Quality Modeling
- Drainage Studies/Reports
- Low Impact Development
- Treatment System Design

ENVIRONMENTAL

- Remedial Investigations
- Haz Waste Management
- Contaminated Property Development
- Due Diligence (Phase I/II)
- Permitting

ENGINEERING

- Feasibility Studies
- Alternatives Analysis
- Constructability Review
- Construction Estimating

CONSTRUCTION

- Bid Review & Solicitation
- Change Management
- RFI's/Material Submittals
- Construction QA/QC

COMPLIANCE

- Monitoring & Reporting
- Inspections
- O&M
- SWPPP/SWPCP

Qualifications of Firms and Staff

Peterson Structural Engineers FIRM OVERVIEW



Peterson Structural Engineers was incorporated in 1997, however our roots go much deeper. The company originally began in 1967 by Gary Peterson, whose fastidiousness set the stage for the principles in which the company continues to pride itself – integrity, dedication, and quality workmanship. Since incorporating, we've increased in both size and engineering capability, learning to serve a wide variety of large and small clients on nearly all types of projects. To this day, our heart and soul lies in the people of PSE and our commitment to excellence.

The basis for each and every project – big or small - lies in our ability to provide our clients with an honest, thoughtful, complete solution. We don't cut corners. We look at the big picture and how this affects all those involved – whether it be 5 years down the road or 50 – we provide a complete solution that is customized for each client and project. That's why our clients continue to come back time and time again.

Over the years, PSE has accumulated a wide range of project history and diversity. With that comes a deep knowledge for how to successfully solve complex problems. Bring on the challenge! We've even been known to bring some magic to life at some of the world's most renowned theme parks!

PSE holds engineering licenses in over 30 states, territories and provinces.

Regardless of the project or location, PSE is ready to provide our clients with high quality structural engineering design and consulting services for a wide variety of project types.

Parks and Recreation

Having worked with Numerous Park and Recreation Districts since 1997, PSE's experience teaming with parks and recreation districts is nearly as old as the firm itself. Since that first project, PSE has partnered with THPRD on over 100 projects, totaling \$750,000 including an on-call style contract to provide services on short notice.

PSE has completed projects for parks and recreation districts all across the northwest including Portland Parks and Recreation, Willamalane Parks and Recreation District and Metro Parks Tacoma. PSE also has experience working with agencies that operate similar style facilities as parks districts such as school districts and municipalities.

PSE's employees live and play in the parks that we help to create. There are few projects more satisfying than watching people enjoying the parks, facilities and amenities that we had a hand in designing. Our work with parks and recreation districts is an important part of who we are. We hope the following qualifications help to convey our experience and passion for working with parks districts.

PSE PROFILE

- » Established 1967
- » 24 Staff members
- » 13 Professional Engineers
- » 5 Structural Engineers

OFFICE LOCATIONS

PORTLAND, OR | HEAD- QUARTERS

9400 SW Barnes Road, Suite 100

Portland, OR 97225

t: 503.292.1635

TACOMA, WA

708 Broadway, Suite 110

Tacoma, WA 98402

t: 253.830.2140

SAN DIEGO, CA

10650 Trenea Street, Suite 111

San Diego, CA 92131

t: 858.842.1674

SERVICES

- » Structural Engineering and Design
- » Seismic Design, Evaluations, and Upgrades
- » Evaluations and Condition Assessment
- » Seismic Resilience Retrofit
- » Construction Services
- » Forensics and Expert Witness
- » Permit Plan Review
- » Demolition / Construction Engineering

Project Approach : Scope

Task Three: Construction Documentation

Task 3.1 Permit Code Review

We will review all permit and code-related information obtained from the previous TRC meeting to confirm applicable regulatory requirements, identify any updates or changes, and ensure that the proposed design approach remains compliant with local, state, and federal standards. This review will help clarify submittal expectations and address any potential permitting constraints early in the process.

We need from you: Any additional permit and code-related information otherwise obtained from the previous TRC meeting.

Task 3.2 Pre Design: Survey, Infiltration Test, and Base Map Creation

This phase of work would include the labor and subcontractor hours to prepare for civil design. The information gathered during this predesign phase will be used to inform the final design completed under the CD of this proposal. We anticipate the following predesign activities completed under this task:

- Site Visit
- Utility Location Services
- Infiltration Testing
- Topographic Survey

This phase entails performing two Small Pilot Infiltration Tests (PIT) on site. The PIT tests will be performed in the vicinity of the proposed infiltration facilities. Prior to saturation, a soil log of each test pit will be completed under the direction of a Principal Engineer. PSW will coordinate private utility locates and perform two excavations (infiltration test pit, 4-ft x 3-ft x 2-ft, and ground water test pit, 6-ft depth). Upon completion of the utility locates, a topographic survey will also be conducted within the project area.

LLD will obtain the survey from our civil engineering team to develop a base map for use throughout the design process. The base map will include property boundaries, topography, tree locations, utilities, and other relevant site features as provided in the survey. We will review any other additional documents about the site, district, and relevant community issues that you can supply.

Deliverables:

Private utility locates

Excavate pits for Simple PIT test & Groundwater depth verification

Perform Simple Pilot Infiltration Tests

Infiltration Report/Checklist

Soils Classification

Topographic survey file

Project Base Map

Assumptions:

1. Up to forty (38) hours are allocated in support of infiltration testing, including travel time & mileage (reimbursed at the current IRS rate) for on site testing and for the preparation of report.
2. City to excavate test pits for testing. Pit/trench backfill will utilize excavated soils. No import or aggregate will be placed. City to reinstall the removed surfacing, in-kind (e.g. sod, soil, mulch). No seeding or planting are included in this scope.
3. City water (hose bib or active hose) shall be available on site, in the approximate vicinity of the PIT location. No water truck rental is included in this scope. Rental of a city hydrant meter, or similar, is not included.



This accessible loop trail with play activities and events address parents frustration with a lack of access to nature. The path was carefully set in the forest so visitors can reach out and touch plants.

4. No geotechnical engineering services will be required nor are anticipated for the scope of this project.

5. Private utility locate and topographic survey will be subcontracted and managed by PSW. Utility locate and topographic

Task 3.3 Internal Design Kick-Off Meeting

We will conduct an internal design kick-off meeting with our civil and structural engineering teams to review the project scope, schedule, and deliverables. This meeting will serve to align all disciplines on project objectives, design criteria, and coordination needs. Key discussion points will include existing conditions, site constraints, and permitting requirements. We will also engage with our geotechnical engineering team as needed to review subsurface data and identify any testing or coordination required to support the design development process.

Task 3.4 Draft Construction Documents

We will prepare construction documents for the Maiben Park Natural Playground. This phase will provide construction documentation that will serve as permit and construction documents at the final submittal. The package will be reviewed for all code compliance. We have assumed that the project construction budget will be between \$600,000-\$800,000. If this changes significantly we may need to renegotiate fees. LLD will deliver the following for Base Draft CDs:

- Cover Page with Sheet Index
- Demolition and Tree Protection Plan
- Materials Plan
- Layout Plan
- Irrigation Plan (for design-build)
- Planting Plan
- Preliminary Details
- Memo outlining any tree protection measures and associated details
- Coordinate with Grasstains and the City for CD cost estimation.

This phase of work would include the labor hours to prepare a civil plan set for intake. These materials will be developed in service of the final permit submittal to the City of Burlington. Design materials will be developed based on the plans provided by Learning Landscape Design LLC, of August 27th, 2025, as the basis of design along with a site walk conducted under Phase 1 by Pacific Stormwater.

Civil Engineering team will deliver the following for Base Draft CDs:

- Cover
- Legend and Abbreviations
- Grading and Erosion Control Plans
- Grading and Erosion Control Notes
- Erosion Control BMP Table
- Erosion Control Details
- Civil / Stormwater / Water Site Plan
- Civil / Stormwater / Water Notes
- Civil / Stormwater / Water Details
- City Standard Details

Assumptions:

1. Up to seventy-eight (78) hours to model and design the civil plan set.
2. Any additional responses to comments will be completed on a time and materials basis, in accordance with the rates specified in Appendix A.
3. The Client will provide/coordinate access to the project Site.



4. The Client will provide any historical project files and electronic copies of documents or other task-specific materials to Pacific Stormwater for project use.
5. Plans & proposed improvements will be limited to the current project footprint.
6. City will perform tapping into existing water main and provide water meter, setter and box if necessary.

Task 3.5 Draft CD Review Meetings (Digital Meeting)

The construction documents will be presented and reviewed with the core team to discuss design details and ensure the project is progressing in the desired direction.

We will deliver: A set of Draft CDs for review.

We need from you: Provide one clear red-line set.

Task 3.6 Permit Construction Documents

We will review comments and the items we discussed at the CD review meeting and create a final set of construction documents, specifications. We will also work with Grasstains to provide an updated cost estimate.

We will deliver: 100% Final CDs, Specs, and an updated cost estimate.

Task 3.7 Permit CD Review Meeting (Digital Meeting)

The construction documents will be presented and discussed with the core team. We can talk over specifics of the design and make sure it is heading in the right direction.

We need from you: We ask that you provide one clear red-line set.



Task Four: Construction Administration & Permitting

Task 4.1 Permitting

We will supply the above construction document set for permitting. We have assumed that all permitting diagrams and requirements are included in the base CD package and are outlined in early permitting research above. This also includes coordination and question.

Under this phase the Pacific Stormwater Team will prepare project-specific construction and design support documents such as:

- A stormwater pollution prevention plan (C-SWPPP) in preparation for construction activities covered under the anticipated civil grading permit.
- A drainage technical information report (TIR) summarizing the basis of design for City review.

This task also includes participation in as-needed design and/or permitting meetings, communication with other design disciplines, and preparation of general project administration, such as:

- Providing verbal monthly status reports
- Coordination with Project staff regarding site visit logistics, information exchange, and schedule
- Communicate with City and Project subcontractors, as necessary.

We need from you: Acquire project permits; filling out and paying for permits. Based on the previous TRC meeting, we assume that we will need land use permit / site plan review, and grading permit.

We will deliver:

- Permitting Drawing Set and specifications
- Final C-SWPPP
- Final TIR
- Project Communications



Assumptions:

1. Up to twenty-eight (28) hours for Pacific Stormwater staff to complete the Drainage Report, as well as up to four (4) hours of dedicated meeting time.
2. This Phase assumes that no substantial deviations will occur versus the project assumptions defined in Phase 2 assumptions. Any substantial alterations may result in an additional fee.
3. The Drainage Report will be developed in accordance with the City of Burlington requirements.
4. This Phase assumes that the owner possesses the Property Title Report and/or that the property specific data (i.e. recording numbers) will be provided to PSW in service of completion of the design plan set.

Task 4.2 Construction Set

Based on permitting agency feedback and other remaining issues, we will complete a final construction document set and specifications for the project.

We will deliver: A drawing set. (See 1.1 for assumed drawings and documents)

Task 4.3 Construction Communication: RFI & Change Orders

This task includes day to day communication, coordination, and questions from you or Grasstains during construction. Questions may be concerning: products, materials, detailing, safety, etc. Learning Landscapes Design will attend a weekly digital construction update meeting.

Pacific Stormwater will work with the design-build team to provide preconstruction support in preparation for the construction phase. Such activities include:

- Review/respond to contractor material submittals
- Review/respond to contractor requests for information (RFIs)
- Issue design clarifications to the contractor
- Construction staking

We will deliver: RFI responses and submittal reviews.

Task 4.4 Construction Site Meetings (4 in person)

LLD will meet on site during the construction to review the project. The intent of these meetings will be to verify construction of the design per drawings and specifications and that elements meet safety guidelines. The project start up meeting will be held digitally. In this meeting we go over the construction set carefully identifying the important safety, and project specific items for the contractor to keep in mind. This step helps make a smooth construction process.

We will deliver: Field report @ 50% visit and punch list @ 95% visit

Task 4.5 Preparation of Playscape Maintenance and Management Doc

Maintenance of unique playscapes can be daunting to staff who are only familiar with the typical post and platform structures. Owners of these spaces have a duty to provide a 'standard of care' to address hazards and maintenance in play spaces. Learning Landscapes Design was part of the national steering committee that developed *The Guidelines for Natural Play and Learning Areas*. We sat on the sub committee for risk and liability. Using this document and our depth of knowledge in this field as well as National ASTM and CPSC playground safety guidelines we will develop a unique framework for site safety review and maintenance approaches. This *Playscape Maintenance and Management Document* outlines the intent, management instructions and inspections forms for alternative play spaces.

We will deliver: Playscape Management Document



DESIGN FEES

LLD Project Management	\$ 14,229.00
LLD Landscape Design	\$ 52,601.40
Structural Engineering	\$ 5,552.00
Civil Engineering	\$ 31,310.00
Survey	\$ 30,348.50
Travel Expenses - LLD Construction Review	\$ 2,500.00
Grasstains Design Support and Costing Review	\$ 6,259.10
Fee	\$ 142,800.00

This total fee of one hundred forty two thousand eight hundred dollars is a lump sum fee. The project will be billed monthly as the tasks progress.

BILLING RATES

Hourly price to complete any additional items not identified in the above Scope of Work.

LLD Billing Rates (Landscape)

\$150/hr	Principal
\$135/hr	Project Manager
\$120/hr	Landscape Designer / Production Staff

PSE Billing Rates (Structural)

\$305/hr	Prestdent / CEO
\$228/hr	Associate Project Manager

Pacific Stormwater Billing Rates (Civil)

\$275/hr	Principal
\$185/hr	Senior Engineer
\$160/hr	Professional Engineer
\$135/hr	Project Engineer
\$105/hr	Project Administrator

Assumptions LLD

1. Client responsibilities have been included in phases to clarify client role. It is assumed the client can complete these tasks. Client can provide concise and timely feedback at the points identified.
2. There will be no large project changes late in the design, for example extents of the area being designed or program changes. The site program is reviewed and approved in previous phase during concept design review and any changes after are an additional service.
4. Client agrees to promptly notify contractor if Client's schedule or budget changes. Client acknowledges that significant changes to the project construction schedule or budget, or to the project's scope may require additional services of contractor. Fees for additional work, beyond the scope of work as outlined in this agreement, will be invoiced on a time and materials basis based on a billing rate as shown. We will notify you before performing additional services.
5. Learning Landscapes will not be responsible for parking lot layout, sidewalk paving in the right-of-way, underground utilities including drainage features, design of stormwater treatment structures and calculations, MEP engineering. Excluded services are not a part of Learning Landscapes Design LLC's services and are the responsibility of others. Excluded services include, but are not limited to, the following: Arborist report, subsurface conditions; soil issues (including suitability for plant material, soil content, level of compaction); lot line location; drainage; fire systems; utilities' location; security; lighting; and engineering unless specifically outlined as sub scope.
6. Learning Landscapes shall render its services as expeditiously as is consistent with professional skill and care.
7. The Client acknowledges and agrees that proper project maintenance and inspection will be required after the project is complete. Without adequate maintenance and care on the part of the Owner, portions of the landscape may never function in the manner intended, or safety and risk opportunities may arise resulting in a design that does not achieve the original intent expressed by the designer to the Client. Inadequate maintenance may result in damage to property or persons. Learning Landscapes Design LLC cannot be responsible for conditions or events that result from inadequate or improper maintenance.
8. We assume the Learning Landscapes Design contract will be used for the project. If the client would like to use a different contract format we will need to have it reviewed by our legal representative. These fees for review and preparation will be in addition to the quoted project total.



PROJECT ASSUMPTIONS CIVIL/SURVEY

This proposal has been prepared under the following assumptions:

- Pacific Stormwater's intention is to work closely with you to collect any additional Project information and prepare the preliminary design as expeditiously as practicable.
- As the Owner, you will provide/coordinate access to the Project Site (if needed) and coordinate communications with your team to facilitate efficient information exchange and overall design expectations.
- Pacific Stormwater will be provided electronic copies of the Site general plan (survey) in PDF and CAD formats and/or other phase-specific materials for project use.
- The Client will provide any historical project files and electronic copies of documents or other task-specific materials to Pacific Stormwater for project use.
- The proposed site plan, provided electronically August 27th, will be the basis of design. Any changes to the overall playground design must be communicated expeditiously to prevent any out-of-scope work or additional design fees.
- This scope of work assumes stormwater management via 100% infiltration onsite. It is also assumed that no stormwater facilities will be required outside of the currently defined footprint.
- All City fees (if applicable) will be paid by the Owner/Client.
- The proposal does not include geotechnical, structural, wetland delineation, landscaping, arborist, irrigation consulting, or other associated reports.
- The site and drainage can be graded to function by gravity only and no electrical pumps or lift stations are anticipated. No major utility extensions are included in this scope.
- No flow control or detention (water quantity) is included in this scope.
- Design of detention facilities (if applicable) are not included in this scope and will be charged at time and material fee (see Exhibit A, attached), depending on the feasibility of infiltration/dispersion facilities and area of new impervious.
- The survey will provide all necessary information for design including horizontal utility locations, structure rim elevations, invert elevations, site specific topography, etc.
- Other than Pacific Stormwater employees, Pacific Stormwater shall have no responsibility or liability for the health and safety of Project employees, or any others in connection with the SOW described herein.
- The cost estimate may need to be adjusted if further services outside of the scope herein are requested or required.



PROFESSIONAL SERVICES AGREEMENT BETWEEN LANDSCAPE ARCHITECT AND CLIENT

PROJECT SUMMARY

Landscape Architect Contact Information	Learning Landscapes Design LLC Michelle Mathis 401 NE 19th Ave Suite #200 Portland OR 97232 michelle@learninglandscapesdesign.com
Client Contact Information	City of Burlington Sarah Ward Parks & Recreation Director 900 E Fairhaven Ave Burlington, WA 98233 (360) 755-9649 x7801 sarahw@burlingtonwa.gov
Property Owner Contact Information (if different from client)	Same
Project Title	Maiben Park Natural Play Area
Project Address	1011 Greenleaf Ave, Burlington, WA 98233
“Effective Date”	12/11/25
General Description of Project (Name, Purpose, Baseline Information)	Construction Documents and permitting for the Maiben Park Natural Play Area as shown in the concept plan.
Client Detailed Program (User needs, Functional and Built Element Requirements, and the Client’s Budget Parameters)	Natural Play area; climbing zone, swings, water play, pathways, and planting.
Scope of Services	<p>The scope of services to be provided by the Landscape Architect under this Agreement and the Supplemental Services which may be provided when requested by the Client are described in the attached proposal document dated 12/4/25.</p> <p>Supplemental Services are outside of the current scope and include all services excluded in the assumptions section of the proposal document dated 12/4/25.</p> <p>See Exhibit B</p>

<p>Compensation</p>	<p>Compensation for Landscape Architectural Services performed under this Agreement shall be the</p> <p>Stipulated Sum of \$ _142,800.00_____</p> <p>including some Reimbursable Fees as defined in Article 4 and is subject to the provisions of this Agreement. Supplemental Services, when requested in writing by the Client or Architect, shall be compensated on an hourly basis at the rates provided in below or on the basis of a negotiated fee provided in a signed, written amendment to this Agreement.</p> <p>LANDSCAPE ARCHITECT'S HOURLY COMPENSATION RATES SCHEDULE (Rates Update Yearly)</p> <table data-bbox="630 793 1193 892"> <tr> <td>Principal</td> <td>\$150/hr</td> </tr> <tr> <td>Project Manager</td> <td>\$135/hr</td> </tr> <tr> <td>Project Landscape Architect</td> <td>\$120/hr</td> </tr> </table>	Principal	\$150/hr	Project Manager	\$135/hr	Project Landscape Architect	\$120/hr				
Principal	\$150/hr										
Project Manager	\$135/hr										
Project Landscape Architect	\$120/hr										
<p>Schedule of Services</p>	<p>This is a rough schedule aiming at construction in 2026. Meeting dates and deadlines shall be set as one of the first project tasks.</p> <table data-bbox="630 1081 1274 1249"> <tr> <td>Jan15th - Feb 30th</td> <td>Draft CD</td> </tr> <tr> <td>March 1st - April 15th</td> <td>Final CD</td> </tr> <tr> <td>April 15th - May15th</td> <td>Permitting</td> </tr> <tr> <td>May 15th - May 30th</td> <td>Construction Bid Review</td> </tr> <tr> <td>June - August 2026</td> <td>Construction</td> </tr> </table>	Jan15th - Feb 30th	Draft CD	March 1st - April 15th	Final CD	April 15th - May15th	Permitting	May 15th - May 30th	Construction Bid Review	June - August 2026	Construction
Jan15th - Feb 30th	Draft CD										
March 1st - April 15th	Final CD										
April 15th - May15th	Permitting										
May 15th - May 30th	Construction Bid Review										
June - August 2026	Construction										
<p>Disclosures</p>	<p>See Exhibit A</p>										

TERMS AND CONDITIONS

This Professional Services Agreement (“**Agreement**”) is entered into by Learning Landscapes Design LLC (“**Landscape Architect**”), located at 401 NE 19th Ave. Suite #200 Portland, OR 97232 and the client listed in the Project Summary above (“**Client**”) with effect on the Effective Date, and governs Landscape Architect’s and Client’s participation in the project . The “**Project**” shall be defined as the design tasks as listed above in the Project Summary and Exhibit B herein. Landscape Architect and Client shall be collectively defined as “**Party**” or “**Parties**” herein.

Article 1 Landscape Architectural Services

1.1 Standard of Care

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project. For purposes of this Agreement, “Landscape Architectural Services” shall mean the application of mathematical, physical, social, and natural science principles in landscape architectural consultation, evaluation, planning, design, and construction services. Practice includes preparation, submittal, and administration of plans, drawings, specifications, permits, and other contract documents for work involving natural and built environments.

1.2 Coordination

The Landscape Architect shall coordinate the services of its Consultants, and shall cooperate with the Client’s representatives and separate consultants in the best interest of the Project. For purposes of this Agreement, “Consultants” shall mean any licensed professionals or firms, engaged by the “Landscape Architect” as independent consultants for the Project. See Exhibit B for additional information on “Consultants”.

1.3 Scope of Services

The Scope of Landscape Architectural Services to be provided under this Agreement is detailed in **Exhibit B**. “Landscape Architectural Services” as defined above in 1.1.

For purposes of this Agreement, “Construction Documents” shall mean the final stamped plans, specifications, and approved change orders that define the work to be constructed. Construction Documents are not included in all projects, see **Exhibit B** for scope of work.

1.4 Supplemental Services

Supplemental Services are detailed in **Exhibit B**. “Supplemental Services” shall mean any changes or additions to the Scope of Services that are requested from the Landscape Architect or their Consultants, by the Client. Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client and agreed to in writing by Landscape Architect, shall entitle the Landscape Architect to additional compensation (either on the hourly basis stated in Project Summary or on the basis of a negotiated sum) beyond the Compensation stated in the Project Summary.

1.5 Approval of Services/Changes to Approved Services

The Landscape Architect shall proceed with a phase or design package of the Landscape Architectural Services only after receiving the Client's written approval of the Services and deliverables provided in the previous phase and written authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements. All revisions must be agreed to and signed in writing by the Landscape Architect.

1.6 Opinions of Probable Construction Costs

Opinions of probable construction costs provided by the Landscape Architect are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the Parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

1.7 [RESERVED]

1.8 Construction Safety

The presence of the Landscape Architect, its employees, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or regulatory health or safety requirements, if any. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

Article 2

Client's Responsibilities

2.1 Program

The Client shall provide the detailed Project description and budget parameters designated **Exhibit A** and attached hereto.

2.2 Information

- 2.2.1 The Client shall provide site surveys and legal information, including as applicable: written legal description of the site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any.
- 2.2.2 The Client shall provide for the Landscape Architect's right to enter from time to time, property owned by the Client or others so the Landscape Architect may perform the Landscape Architectural Services.
- 2.2.3 The Client shall be responsible for all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.

2.3 Independent Testing

The Client shall provide independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics or to determine construction quality such as concrete mix testing, amended soil testing or impact surfacing testing.

2.4 Reliance

The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by the Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Landscape Architect has acted in accordance with the standard of care described in section 1.1, above.

2.5 Client's Representative

The Client shall designate a representative with authority to act on the Client's behalf with regard to the Project. If for any reason Client's designated representative is replaced during the progress of the Project, the Landscape Architect shall have the right to renegotiate its compensation in response to the change.

2.6 Approvals

Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner in writing so as not to delay the performance of the Landscape Architectural Services. Comments in writing from the Client's Representative shall be considered a consolidation of all comments of interested user groups or entities to provide clear direction to the Landscape Architect and to avoid delays.

2.7 Notice of Nonconformance

If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project regardless of source, the Client shall promptly give written notice thereof to the Landscape Architect.

2.8 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional and regulatory approvals for the Project.

Article 3 Limited License

3.1 The Landscape Architect shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices in any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Landscape Architect (collectively, the "**Design Materials**").

3.2 Subject to payment by the Client of all Compensation and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client a limited, revocable, non-exclusive license to use the Design Materials solely for the construction of the Project and for information and reference with respect to the Project. The Client shall not modify the Design Materials without the Landscape Architect's prior written approval.

3.3

Except for the license granted herein, the Client shall not acquire any right, title, or interest in the Design Materials, including but not limited to any copyright, patent, trade secret, trademark, and any other intellectual property or proprietary rights belonging to the Landscape Architect.

3.4 Termination of this Agreement prior to the completion of the Project shall also terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Landscape Architect within 21 days of the notice of termination.

Article 4
Landscape Architect Compensation

4.1 Compensation for the Scope of Services described in **Exhibit B** to be performed under this Agreement. Such terms shall include but are not limited to the Project Summary and the Reimbursable Expenses as defined below. Supplemental Services, described in section 1.4 and **Exhibit B**, when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in **Project Summary** or on the basis of a negotiated fee provided in a written and signed amendment to this Agreement.

4.2 Reimbursable Expenses are expenditures as made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 2%. Reimbursable Expenses include, but are not limited to the following:
Expenses included in the stipulated sum:

- 4.2.1 travel expenses in connection with the Project; living expenses in connection with out-of-town travel, long-distance communications;
- 4.2.2 costs of reproductions, faxes, and handling of documents
- 4.2.3 if authorized in advance by the Client, overtime-related employee expenses;
- 4.2.4 costs of renderings, photographs, models, and mock-ups as outlined in **Exhibit B**

Expenses not included in the total stipulated sum:

- 4.2.5 expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage or limits requested by the Client in excess of that normally carried by the Landscape Architect and its consultants;
- 4.2.6 costs of printing and delivering bid packages;
- 4.2.7 messenger and overnight delivery services;
- 4.2.8 services of professional consultants which cannot be quantified at the time of contracting; and
- 4.2.9 other, similar unforeseen Project-related expenditures.

4.3 Payments

- 4.3.1 An initial payment of \$0 shall be made upon execution of this Agreement; this amount shall be credited to the Client's account at final payment. This shall be the minimum payment due under this Agreement.

- 4.3.2 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed in accordance with the Schedule of Services provided in **Project Summary**, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- 4.3.3 If the Client disputes, in good faith, all or any portion of any statement from the Landscape Architect for Landscape Architectural Services or Reimbursable Expenses, the Client shall notify the Landscape Architect in writing within seven (7) days of receipt of the disputed statement, describing the nature of the dispute and including a reasonably detailed explanation of the reason for the dispute.
- 4.3.4 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 3% simple interest per month. Pursuant to section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for suspension of services or termination of this Agreement.

4.4 Extended Services

If through no fault of the Landscape Architect the Scope Services described in section 1.4 or Any portion of **Exhibit B** including the future services section have not been completed within the term indicated in the Schedule of Services provided in **Project Summary** the compensation for services rendered after that time period shall be renegotiated or shall be on the basis of the hourly rates provided in **Project Summary**.

**Article 5
Insurance, Indemnification, Consequential Damages**

5.1 Insurance

The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

<u>Coverage</u>	<u>Liability Limits</u>
Professional Liability	<u>1,000,000</u> per claim/annual aggregate
Commercial General Liability	<u>1,000,000/ 2,000,000</u> per occurrence
Comprehensive Automobile Liability	<u>N/A</u> per accident
Workers Compensation	statutory limits

5.2 Indemnification and Limitation of Liability

- 5.2.1 Client agrees to indemnify, defend and hold harmless the Landscape Architect , and its respective officers, employees, and representatives, from and against liability for losses, damages, and expenses, including reasonable attorneys' fees as are awarded according to applicable law, to the extent such losses, damages, or expenses are caused by Client Party's negligent acts, errors or omissions. Landscape Architect has the right to approve controlling counsel and/or participate in the proceedings. Any settlement requiring Landscape Architect to admit liability, pay money, or take (or refrain from taking) any action, will require Landscape Architect's prior written consent.

5.2.1 (a) Since it would be unfair for the Landscape Architect to be exposed to liability for its failure to perform a service that the Client has either refused to authorize and/or has instructed the Landscape Architect not to perform, the Client hereby waives all claims against the Landscape Architect and agrees to defend, indemnify and hold the Landscape Architect harmless from claims and/or liability for injury or loss allegedly arising from the Landscape Architect's failure to perform a service that the Client has either refused to authorize or has instructed the Landscape Architect not to perform.

5.2.1 (b) Likewise, Client hereby waives all claims against the Landscape Architect and agrees to defend, indemnify and hold the Landscape Architect harmless from claims and/or liability for injury or loss allegedly arising from a service that the Client authorized and/or demanded after being informed in writing or orally of potential safety issues and/or possible non-conformance with national playground safety guidelines, including but not limited to those disclosed in **Exhibit A**.

5.2.2 Limitation of Liability. LANDSCAPE ARCHITECT'S LIABILITY ARISING OUT OF THE AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE TO LANDSCAPE ARCHITECT UNDER THIS PROJECT.

5.3 Consequential Damages

THE LANDSCAPE ARCHITECT AND THE CLIENT WAIVE CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES FOR CLAIMS, DISPUTES, OR OTHER MATTERS IN QUESTION WHICH ARISE OUT OF OR ARE RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES DUE TO THE TERMINATION OF THIS AGREEMENT BY EITHER PARTY IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 7 HEREOF.

5.4 Client's Commercial General Liability Insurance

The Client agrees to name the Landscape Architect as an additional insured on its Commercial General Liability (CGL) insurance policy(ies), if any, applicable to the Project and to provide the Landscape Architect with a Certificate of Insurance evidencing compliance with this provision.

5.5 Waiver of Subrogation

TO THE EXTENT DAMAGES ARE COVERED AND PAID BY PROPERTY INSURANCE DURING CONSTRUCTION, THE CLIENT AND THE LANDSCAPE ARCHITECT WAIVE ALL RIGHTS AGAINST EACH OTHER AND AGAINST THE CONTRACTORS, CONSULTANTS, AGENTS AND EMPLOYEES OF THE OTHER FOR DAMAGES. THE CLIENT AND THE LANDSCAPE ARCHITECT, RESPECTIVELY, SHALL REQUIRE OF THEIR CONTRACTORS, CONSULTANTS, AGENTS AND EMPLOYEES SIMILAR WAIVERS IN FAVOR OF THE OTHER PARTIES ENUMERATED HEREIN.

5.6 Hazardous Materials Waiver

UNLESS OTHERWISE PROVIDED IN THE AGREEMENT, THE LANDSCAPE

ARCHITECT AND THE LANDSCAPE ARCHITECT'S CONSULTANTS SHALL HAVE NO RESPONSIBILITY FOR THE DISCOVERY, PRESENCE, HANDLING, REMOVAL OR DISPOSAL OF OR EXPOSURE OF PERSONS TO HAZARDOUS MATERIALS IN ANY FORM AT THE PROJECT SITE, INCLUDING BUT NOT LIMITED TO ASBESTOS, ASBESTOS PRODUCTS, POLYCHLORINATED BIPHENYL (PCB) OR OTHER TOXIC SUBSTANCES.

Article 6

Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the Parties shall endeavor to resolve their differences first through direct discussions between the Parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of the initial discussions, the Parties shall submit the dispute to mediation in accordance with section 6.2.

6.2 If the dispute is not settled pursuant to section 6.1, before recourse to any other dispute resolution procedure, the Parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project unless the Parties agree otherwise. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both Parties. The Parties agree to conclude the mediation within 60 days of filing the request. Unless otherwise agreed, the cost of mediation shall be shared equally by the Parties.

6.3 For any claim subject to, but not resolved by, mediation pursuant to Section 6.2, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Parties do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to section 6.4 of this Agreement
- Litigation in a court of competent jurisdiction

6.4 If the Parties have selected arbitration in section 6.3, claims, disputes and other matters in question between the Parties that are not resolved by mediation shall be decided by arbitration which, unless the Parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. All arbitration hearings shall be conducted at the location of the Project unless the Parties agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other Party to the Agreement and with the American Arbitration Association. The demand shall be made in writing within thirty (30) days of the unsuccessful mediation. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

6.5 Unless otherwise agreed in writing, the Landscape Architect agrees to continue to

perform its services during any dispute resolution proceedings. If the Landscape Architect continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.

6.6 Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all Parties necessary to resolving a claim can be made Parties to the same dispute resolution proceeding.

6.7 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

6.8 In the event of any legal action (including arbitration) to enforce or interpret this Agreement, the non-prevailing Party shall pay the reasonable attorneys' fees and other costs and expenses (including expert witness fees) of the prevailing Party in such amount as that may be determined. In addition, such non-prevailing Party shall pay reasonable attorneys' fees incurred by the prevailing Party in enforcing, or on appeal from, a judgment in favor of the prevailing Party. The preceding sentence is intended by the Parties to be severable from the other provisions of this Agreement and to survive and not be merged into such judgement.

Article 7

Suspension/Termination

7.1 This Agreement may be terminated by either Party on seven (7) days' written notice should the other Party fail substantially to perform in accordance with its terms through no fault of the Party initiating the termination, provided the defaulting Party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

7.2 The Client's failure to make payments to the Landscape Architect in accordance with the provisions of this Agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Landscape Architect, at its option, may elect to suspend its services on seven (7) days' written notice to the Client. The Landscape Architect shall have no liability to the Client for any delays caused by a suspension under this provision.

7.3 If the Client suspends the Landscape Architect's services for any reason, the Landscape Architect shall be compensated for all Landscape Architectural Services performed to that date, and the Landscape Architect shall have no liability to the Client for any delays caused by the Client's decision to suspend the Services.

7.4 When suspended Landscape Architectural Services are resumed, the Landscape Architect shall be compensated for expenses incurred due to the interruption and resumption of the Landscape Architectural Services, and the Compensation and the Schedule of Services for the Landscape Architectural Services remaining to be performed shall be equitably adjusted.

7.5 A suspension of Landscape Architectural Services by either Party for more than thirty (30) days may, at the Landscape Architect's option, be deemed grounds for termination of the Agreement.

7.6 If termination is not due to the fault of the Landscape Architect, the Client shall pay, in

addition to Compensation and Reimbursable Expenses due at the time of the termination, all actual costs and expenses reasonably incurred by the Landscape Architect in connection with such termination. In addition, the Client shall comply and cooperate in accordance with all provisions of the Agreement , including but not limited to the return of the Design Materials as outlined in Article 3.

7.7 The Client may terminate this Agreement for convenience and without cause with seven (7) days' written notice to the Landscape Architect providing, in addition to the Compensation, Reimbursable Expenses, and compliance with the return of Design Materials , the Client pays to the Landscape Architect an amount representing the anticipated profit on the Scope of Services not performed under this Agreement because of the Client's decision to terminate for its convenience.

Article 8

Other Terms and Conditions

8.1 Force Majeure

Either Party, as applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the Party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion or the recovery from such cause ("Force Majeure"). The Parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.

8.2 Notices

Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered or certified mail, return receipt requested, at the addresses indicated on the first page of this Agreement.

8.3 Assignment

Neither Party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.4 No Third Party Relationships

Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of, any third party against either the Client or the Landscape Architect.

8.5 Severability

If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.

8.6 Captions

Captions of articles, sections, paragraphs, or subparagraphs of this Agreement are for convenience and reference only.

8.7 Governing Law

ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY OREGON LAW, EXCLUDING OREGON'S CONFLICT OF LAWS RULES,

AND WILL BE MEDIATED, ARBITRATED, AND/OR LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF MULTNOMAH COUNTY, OREGON, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

8.8 Waiver. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

8.9 Limitations Period

As between the Parties to the Agreement: as to all acts or failures to act by either Party to the Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Services under the Agreement.

8.10 Conflict.

To the extent these Terms and Conditions and the Project Summary and/or Exhibits conflict, these Terms and Conditions will govern.

8.11 Execution.

The Parties may execute this Agreement using electronic signatures, electronic copies, and counterparts.

8.12 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the Parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective Parties and to bind and obligate the Parties with respect to all provisions contained herein. This Agreement only may be amended in writing signed by both the Client and the Landscape Architect.

Exhibits

The following Exhibits are incorporated in and made a part of this Agreement:

“A” Disclosures

“B” Landscape Architect’s Proposed Scope of Services and Supplemental Services

Landscape Architect



Michelle Mathis

12/4/25

Date

Client

Date

EXHIBIT “A”

The National Playground Safety Guidelines were created by the National Park and Recreation Association to guide playground design and create safer playing environments. They are based on the anthropometrics of kids (kids body sizes). The Guidelines have very specific measurement and design criteria.

Applying these guidelines to 'nontraditional' elements can leave some gray areas. Learning Landscapes Design will use our knowledge of the ASTM playground guidelines as we design your project. Sometimes the vision of a client or the ways they intend to use the space doesn't align with the guidelines. In some cases, we have varied from guidelines or made decisions in the 'gray area' where applying the standards is not a clear translation. Learning Landscapes Design shall not be responsible for issues that arise from client-driven design decisions or decisions made in the 'gray area' of safety.

A few examples of many:

- Playground safety draws a pretty clear line between physical play and nonphysical play (when users feet are on the ground). Elements like retaining logs or landscape boulders can look similar to natural play climbing features. Users might want to use these materials as climbers. If these boulders or logs are benches, curbs, walls, they may not have adequate safety accommodations to be used for physical play. To a recess aid for a child this may be difficult to distinguish. Having clear use rules and training for staff can be critical in using the spaces safely.
- Decks have a different set of safety standards than playground equipment. Sometimes clients want play features on a deck like a slide or climbing walls. This creates a grey area between using deck design standards and playground design standards. We use professional best practices and professional judgement in these cases. But, sometimes client over rule or give direction to go a different way. We can guarantee decision made in these grey areas.



Overall Site Elements

- 1 Concrete Pathway
- 2 Open Lawn
- 3 Berm
- 4 Boulder
- 5 Planting Area
- 6 Existing Trees
- 7 New Trees

Physical Play Area

- 8 Swing
- 9 Boulder Mound
- 10 Log Bridge
- 11 Slide
- 12 Boulder Steppers
- 13 Engineering Wool Fiber
- 14 ADA Ramp

Water Play Area

- 15 Water Pump & Channels
- 16 Play Creek
- 17 Gravel Dig Area
- 18 Bridge
- 19 Nature Lab
- 20 Masher Stone
- 21 Bench

Imaginative Play Area

- 22 Imaginative Play Elements
- 23 Stepping Stones

Final Concept Plan

Maiben Park Nature Playground

October 14, 2025



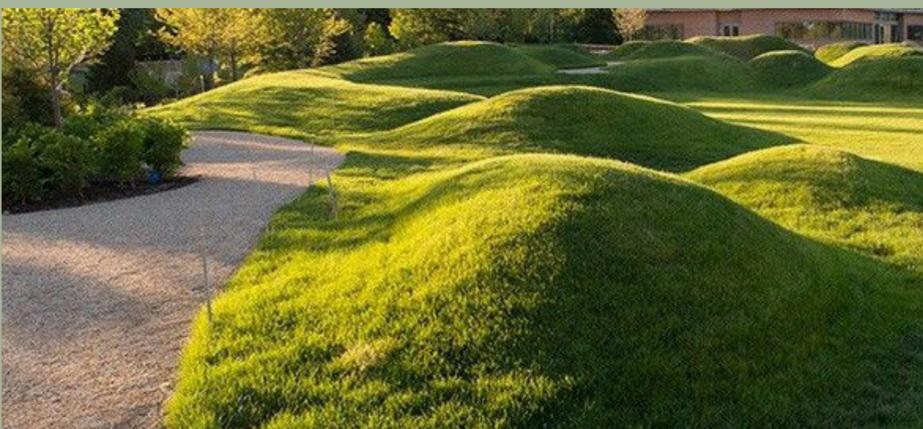
SITE ELEMENTS



Physical Play Area



Water & Imaginative Play Area



Overall Site Elements

Elements	\$Client Price/EA
Overall Site Elements 1-7	\$255,487.20
Mobilization Site Excavation	
overflow drainage required 3" pipe +swale	
Automatic Irrigation (Total for 2 drip zones)	
ADA Concrete Pathway (Excluding expansion of Adult Center walk)	
Open Lawn Areas	
Entrance Berm	
Mulch	
Planting Trees Shrub	
Split Rail Fence	
Physical Play Elements - 8-14	\$273,237.80
Boulders (21 ea)	
Boulder Mounds	
Swing	
Log Bridge	
Concrete double wide Slide	
Boulder Stepper	
Engineered Wood Fiber	
ADA Ramp	
Water Play Area - 15-21	\$101,395.80
Water Pump and Channel	
Play Creek	
Gravel Dig Area	
Bridge	
Nature Lab	
Masher Stone	
Imaginative Play 22-23	\$41,245.60
Imaginative Play Elements	
Bench (5 pcs) ADA Table	
Stepping Stone(5 pcs)	
Design Development, Survey, Civil, and Permitting	
Design Development, Survey, Civil, and Permitting	142,800.00
Total Projected Budget NOT TO EXCEED	
Total Projected Budget	814,166.40



ITEM #: 3

CHECK ONE:

DISCUSSION _____

ACTION X

AGENDA ITEM

Council Date: January 8, 2026 Subject: 2026 Council Committee Assignments and Election of Mayor Pro Temp & Investment Chair
Submitted By: Bill Aslett, Mayor

Attachments: Proposed 2026 Committee Assignments: WALK-ON Public Hearing Required: YES () NO (X)
Committee Descriptions 2026
Council Committees 2026_Blank

HISTORY AND SUMMARY

In accordance with BMC Chapter 2.26 and 2.22, the Mayor is responsible for assigning and recommending Council Committees on an annual basis. Mayor Bill Aslett has made assignments and recommendations for the year 2026, which will be provided at the January 8, 2026, Council meeting as a WALK-ON AGENDA ITEM. There will be discussion held to make adjustments to the Proposed 2026 Committee Assignments during the meeting.

Elected by Council:

- Mayor Pro Tempore
- Investment Chair

The Mayor appoints Councilmembers to the following committees:

- Public Works
- Public Safety
- Parks & Recreation Advisory Board & Cemetery Board
- Board of Trustees of the Volunteer Firefighter's Relief & Compensation Fund
- Americans with Disabilities

Recommended by Mayor, confirmed by Council:

- Audit & Finance
- Lodging Tax
- Emergency Service Council
- Historical Preservation Board
- Skagit Transit Board

- SCOG/RTPO/MPO
- Arts Commission
- North Star Advisory Committee

ALTERNATIVES CONSIDERED

No alternatives were considered as committee assignments and elections are required annually per BMC Chapter 2.26 and 2.22.

BID REQUIREMENTS

Not applicable.

CURRENT AND FUTURE BUDGET RAMIFICATIONS

There are no direct budget impacts associated with committee assignments or elections.

LEGAL ASPECTS – LEGAL REVIEW

This agenda item has been reviewed by the City’s legal department with their recommendation to proceed.

COUNCIL COMMITTEE RECOMMENDATION

Not applicable.

STAFF RECOMMENDATION

Two actions:

1. Approve the Mayor’s 2026 Council Committee assignments.
2. Make a motion and vote to elect a Mayor Pro Tempore and Investment Chair for 2026.

SUGGESTED COUNCIL MOTION LANGUAGE

Motion 1: Committee Assignments Approval

“I move to approve the Mayor’s 2026 Council Committee assignments and recommendations as presented.”

Motion 2: Officer Elections

“I move to elect [Name] as Mayor Pro Tempore and [Name] as Investment Chair for 2026.”

2026 City of Burlington - Board & Committee Descriptions

Americans with Disabilities Committee:

The Americans with Disabilities Act Committee assists in the coordination and monitoring of City efforts to comply with the Americans with Disabilities Act regulations.

Art Commission:

The Arts Commission endeavors to support artistic creation, education, participation, innovation, and partnerships that showcase Burlington. The commission consists of 7 voting members residing or working within the Burlington-Edison School District area. Of the 7 voting members, 2 may be students attending in the Burlington-Edison School District. Students will serve a 1-year term. All other voting members will serve a 3-year term and are eligible for reappointment by City Council if desired. A City Council member will be appointed annually to the commission to act as a liaison in an ex-officio capacity.

Audit and Finance Committee:

The Audit and Finance Committee meets to review all bills of the City and certify that all are in accordance with state and municipal law. They present the certified claims to City Council requesting approval for payment by motion of the Council. The committee also assists the Finance Director in formulating and recommending financial policies of the City and review and advise on policies prior to submittal to the full Council for adoption and approval. Special meetings may be called by the chairperson of the committee, Finance Director, or City Administrator.

Board of Trustees of the Volunteer Firefighter's Relief and Compensation Fund:

The board is responsible for the local administration of the Volunteer Firefighters' and Reserve Officers' Relief and Pension Act - Revised Code of Washington (RCW), Chapter 41.24.

Civil Service Commission:

The Civil Service Commission makes suitable rules and regulations regarding examinations, physical fitness tests, appointments, promotions, transfers, reinstatements, demotions, suspensions, and discharges within the Police and Fire departments. Following testing, the Commission certifies the applicants on the eligibility list for the job class. The Commission makes investigations and reports under the provisions of the state civil service statute.

Emergency Service Council:

The Emergency Service Council reviews and recommends for adoption, civil defense, and mutual aid plans and agreements; and such resolutions, rules, and regulations as are necessary to implement such plans and agreements.

Historical Preservation Board (Commission):

The Historic Preservation Commission consists of nine members and include representatives of the Burlington Parks Board, Burlington Parks Foundation, Burlington City Council, Skagit Valley Genealogical Society, Skagit County Historical Society, two historic resource professionals and two at-large citizens of Burlington. All members shall be appointed by the Mayor with the approval of City Council for a term of three years, with the exception of the Burlington city council representative, which will change annually. The Parks and Recreation Department director shall serve as an ex officio, non-voting member. The Historical Preservation Commission was established in 2010.

Investment Committee:

The Investment Committee determines the amount of money available in each fund for investments purposes and to make investments of City funds in accordance with City of Burlington Investment Policy.

Lodging Tax Advisory Committee:

The Lodging Tax Advisory Committee was established by the Burlington City Council, in accordance with Revised Code of Washington (RCW) 67.28 to advise and recommend to the mayor and council how excise taxes on lodging collected in Burlington should be allocated in order to best increase tourism in the city.

The committee consists of seven voting members who solicit proposals from those agencies and groups actively engaged in the promotion and enhancement of tourism in the City of Burlington. The committee reviews applications for lodging tax funds, hears oral presentations from applicants, and makes funding recommendations to the mayor and council.

North Star Advisory Group:

The North Star Advisory Group includes community leaders from health care, human services, housing, education, law enforcement, tribal communities, faith groups, individuals that have experienced homelessness, and more.

Parks & Recreation Board & Cemetery Advisory Board:

The Parks and Recreation & Cemetery Advisory Board was established in 1939 following the designation of City property as "Maiben Park." The board is made up of seven individuals who have an interest in parks and in recreation. Of the seven members, four are residents of the City of Burlington. Two of the seven members may be residents living within the city's urban growth area and one member may be a business owner or an employee representing a business operating within the City of Burlington. In addition, the mayor appoints one to three council members to act as liaisons to the board as ex-officio members.

The Cemetery Board is comprised of the same city council members and citizens that serve on the Parks and Recreation Board.

Planning Commission:

The commission reviews proposed development projects for compliance with ordinances and plans for the physical development of the City. The commission makes recommendations to the council on adopting zoning and subdivision ordinances, and the adoption of a comprehensive plan and amendments to the plan.

Public Safety Committee:

The committee provides monthly updates regarding activities of the Municipal Court and Fire and Police departments. The committee also provides comments and recommendations regarding projects, proposed policies and procedures, and issues presented to the committee.

Public Works Committee:

The committee provides monthly updates regarding activities of the Public Works Department, which includes Engineering, Sewer, Street, and Building and Grounds Maintenance divisions.

SCOG/RTOP/MPO:

The Board of Directors is a governing body of Skagit Council of Governments (SCOG) and provides oversight to SCOG's administrative function and economic development work program. The Board of Directors meets to discuss regional issues and make administrative decisions. All board meetings are open public meetings.

Skagit Transit Board:

The Board of Directors, as the governing body of the agency, establishes policy and legislative direction for the agency. The Board defines the organization's mission, establishes goals, and approves the budget to accomplish the goals. Board members represent the agency's position to the public, in the Legislature, and in the community, working closely with the Executive Director. The board is composed of nine elected officials selected by and serving at the pleasure of the respective governing bodies of the component cities and county within the service area. A state law adopted in 2010 also requires public transportation benefit area corporations to have a non-voting union representative on the board of directors.

City of Burlington 2026 Council Committee Assignments

Elected by Council

Appointed by Mayor

Recommended by Mayor, confirmed by Council

Elected by Council:

1) Mayor Pro-Tempore:

[Redacted]

2) Investment:

[Redacted]

City Administrator
Finance Director Sandy Kottke
Quarterly report provided by Finance Director

Appointed by Mayor:

3) Public Works:

Chair: Public Works Director Tyler Stamey

[Redacted]
[Redacted]
[Redacted]

Alternate(s): [Redacted]
Mayor Bill Aslett
City Administrator
Public Works & Parks Operations Director Travis Schwetz
Sewer Supervisor Don Erickson
*4:00 p.m., 3rd Tuesday
Held Remotely, Call-In*

4) Public Safety:

Chair: [Redacted]
[Redacted]
[Redacted]

Alternate: [Redacted]
Mayor Bill Aslett
City Administrator
Court Administrator Marina Martinez
Fire Chief Rob Toth
Police Chief Kevin Turner
*4:00 p.m., 2nd Tuesday
Police Public Safety Building Conference Room*

5) Parks & Recreation Board & Cemetery Advisory Board:

[Redacted]
[Redacted]

Alternate: [Redacted]

Enrichment Services Director Sarah Ward

*one to three members of city council

6:00 p.m., 2nd Tuesday

Parks & Recreation Department

6) Board of Trustees of the Volunteer Firefighter’s Relief and Compensation Fund:

Mayor Bill Aslett

City Administrator

Finance Director Sandy Kottke

Fire Chief Rob Toth

Meet as needed

7) Americans with Disabilities:

Chair: [Redacted]
[Redacted]

Mayor Bill Aslett

City Administrator

Public Works Director Tyler Stamey

Meet as needed

Recommended by Mayor, confirmed by Council

8) Audit and Finance:

Chair: [Redacted]
[Redacted]
[Redacted]

Alternate: [Redacted]

City Administrator

Finance Director Sandy Kottke

4:00 p.m., Day of Council Meeting

Held Remotely, Call-In

9) Lodging Tax:

Chair: [Redacted]
Alternate: [Redacted]

City Administrator

Meet as needed

10) Emergency Service Council:

Chair: Mayor Bill Aslett

Police Chief Kevin Turner

Fire Chief Rob Toth

Fire Marshal Annie Avery

City Administrator

Meet as needed

11) Historical Preservation Board (Commission):

Chair: _____

Alternate: _____

Parks & Recreation Director

Quarterly, (January, April, July, October)

3:00 p.m., 3rd Tuesday

Parks & Recreation Department

12) Skagit Transit Board:

Mayor Bill Aslett

Alternate: N/A (Biennial cycle, serving during odd years)

11:00 a.m., 3rd Wednesday

Burlington City Council Chambers

13) SCOG / RTP0 / MPO:

Mayor Bill Aslett

Alternate: _____

9:00 a.m., 3rd Wednesday

Burlington City Council Chambers

14) Arts Commission

Chair: _____

Alternate: _____

5:00 p.m., 2nd Monday

Burlington Public Library

15) North Star Advisory Committee

Chair: _____

Alternate: _____

Quarterly