



**CITY COUNCIL REGULAR MEETING AGENDA
June 20, 2016**

7:00 p.m.

PAGE NO.

- | | | | |
|---|--|---------------------|--|
| 1. CALL TO ORDER | 2. PLEDGE OF ALLEGIANCE | 3. ROLL CALL | |
| 4. AGENDA CONFIRMATION | | | |
| 5. PUBLIC COMMENT | Individuals will please limit their comments to two minutes on general issues not on the agenda. Concerns will be referred to staff for a response as appropriate and will be included in the next City Manager’s Report. The Council will take comments for a maximum of 20 minutes. | | |
| 6. PRESENTATIONS | <ul style="list-style-type: none"> a. Presentation on the Highline Bears by President Russ Pritchard. b. Presentation on Stormwater Inspection Technology by Stormwater Inspector Brian Tornow. | | |
| 7. CORRESPONDENCE TO THE COUNCIL | <ul style="list-style-type: none"> a. E-Mail Dated June 4, 2016, from Cheryl and Kamron O’Brien. 3. b. E-Mail Dated June 4, 2016, from Alice Goodman and Jane Martin. 5. c. E-Mail Dated June 4, 2016, from William Chapman. 7. d. E-Mail Dated June 4, 2016, from Julia Heuman. 9. e. E-Mail Dated June 4, 2016, from Marlene and Sam Moore. 11. f. E-Mail Dated June 5, 2016, from C. Edgar. 13. g. E-Mail Dated June 5, 2016, from Clair Drahn. 19. h. E-Mail Dated June 6, 2016, from Chis Sylvester. 21. i. E-Mail Dated June 6, 2016, from Patti Gifford. 23. j. E-Mail Dated June 6, 2016, from Shannon Adams. 25. k. E-Mail Dated June 6, 2016, from Adelle Comfort. 27. l. E-Mail Dated June 6, 2016, from Alan Yamamoto. 29. m. E-Mail Dated June 14, 2016, from Patty Janssen. 33. n. E-Mail Dated June 15, 2016, from Kristin Jagelski. 37. o. Letter Dated June 15, 2016 from Linda Plein. 39. | | |

City Council meetings are accessible to people with disabilities. Please phone (206) 248-5517 at least 48 hours prior to the meeting to request assistance. American Sign Language (ASL) interpretation and assisted listening devices are available upon request.

COUNCILMEMBERS

Lucy Krakowiak, Mayor	Bob Edgar, Deputy Mayor	Stephen Armstrong
Austin Bell	Lauren Berkowitz	Nancy Tosta
		Debi Wagner

City Hall, 400 SW 152nd Street, 1st Floor

CITY COUNCIL REGULAR MEETING AGENDA

June 20, 2016

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|--------------------------------------|--|----------|
| 8. CONSENT AGENDA | a. Approval of Check Register: Approval of Check Register: Check Numbers 43706-43841 in the Amount of \$4,824,792.92 for Payment on June 20, 2016; Wire Transfers to Key Bank to Pay Off Line of Credit in the Amount of \$3,604,724.26; and, Payroll Salaries and Benefits Approval Check Numbers 6844-6859 for Direct Deposits and Wire Transfers in the Amount of \$356,946.25 for May 16-31, 2016, Paid on June 3, 2016. | 41. |
| | b. Approval of Minutes: Study Session, May 23, 2016; Regular Meeting, June 6, 2016. | 63. |
| | c. Motion to Approve Resolution No. 374, Adopting the 2017 through 2022 Six-Year Transportation Improvement Program. | 75. |
| | d. Motion to Adopt Ordinance No. 642, Granting a Right-of-Way Franchise Agreement to Astound Broadband. | 91. |
|
9. BUSINESS AGENDA |
a. Discussion and potential action on the City of Burien Strategic Plan 2017-2020. (20 min) |
119. |
| | b. Discussion and Potential Action to Adopt Ordinance No. 645, Repealing Ordinance No. 644 and Amending the 2015-2016 Biennial Budget to Recognize Revenue for the Sale of the NERA Property and to Appropriate Expenditures to repay the 2013 Line of Credit. (5 mins) | 127. |
| | c. Discussion and Potential Action to Adopt Ordinance No. 649 Amending the 2015-2016 Biennial Budget to Recognize Building Permit Revenue and Appropriate Expenditures for Contract Building Inspection Services. (10 mins) | 131. |
| | d. Discussion and Potential Action to Authorize the City Manager to Execute the Listing Agreement with Kidder Matthews for Property Located in the North East Redevelopment Area (NERA). (5 mins) | 135. |
| | e. Discussion of Resolutions No. 372 and 373, Authorizing the City Manager to Execute Agreements with Merrill Gardens at Burien, L.L.C. and Merrill/Legacy at Burien (MF), L.L.C. Regarding a Requested Multifamily Limited Property Tax Exemptions. (30 mins) | 157. |
| | f. Review of Council Proposed Agenda Schedule. (10 mins) | 213. |
|
10. COUNCIL REPORTS | | |
|
11. CITY MANAGER'S REPORT | |
219. |
|
12. ADJOURNMENT | | |

Carol Allread

From: Public Council Inbox
Sent: Friday, June 10, 2016 11:51 AM
To: 'Cheryl OBrien'
Subject: RE: Burien CARES, please keep in Burien

Dear Ms. O'Brien,

Thank you for writing to the City Council to express your concerns. Your email will be included in a future Council agenda packet as Correspondence to the Council.

Sincerely,

Carol Allread
Executive Assistant
City Manager Office
206-248-5508

CTTC: 6/20/16

cc: Dan Trimble, Economic Development
manager

From: Cheryl OBrien [mailto:cheryl@cherylnwtours.com]
Sent: Saturday, June 04, 2016 5:08 PM
To: Public Council Inbox <council@burienwa.gov>
Subject: Burien CARES, please keep in Burien

Hi,

Keeping Burien CARES in Burien will maintain a good bond with the city council and the people who live here. We residents care about our neighbors, our town, and our pets. Please keep Burien CARES here.

Cheryl and Kamron O'Brien
13400 3rd Ave S
Burien, WA 98168
2 year owner of home in Burien

--
Cheryl O'Brien
Owner, Tour Operator

CHERYL'S NORTHWEST TOURS LLC
<http://www.cherylnwtours.com>
206 353-3330
cheryl@cherylnwtours.com

Carol Allread

From: Public Council Inbox
Sent: Friday, June 10, 2016 11:51 AM
To: 'Alice Goodman'
Subject: RE: Please keep CARES!

Dear Ms. Goodman,

Thank you for writing to the City Council to express your concerns. Your email will be included in a future Council agenda packet as Correspondence to the Council.

Sincerely,

CTTC: 6/20/16

Carol Allread
Executive Assistant
City Manager Office
206-248-5508

CC: Dan Trimble, Economic Development manager

From: Alice Goodman [mailto:agoodman@seanet.com]
Sent: Saturday, June 04, 2016 4:42 PM
To: Public Council Inbox <council@burienwa.gov>
Subject: Please keep CARES!

As a 2 dog and 2 cat household, 20 year Burien residents, we strongly support CARES in our community. We have lived in areas where King County Animal Control is in effect and we prefer CARES. Yes, there are some issues with CARES, but the issues with King County are even greater. Specifically, KC is NOT local, they are NOT "no kill" and they do not take Feral Cats. They also cost more. I have met with both Ray and Deborah at CARES and found both to be caring, sensitive individuals with the animals needs as their first consideration.

No solution will be "perfect" but I support giving CARES 3 more years, and re-evaluating them again, at that time.

Thank you for your consideration.

Alice Goodman

Jane Martin

13713 16th Ave. SW

Burien, WA 98166

206-431-1466

Carol Allread

From: Public Council Inbox
Sent: Friday, June 10, 2016 11:52 AM
To: 'William Chapman'
Subject: RE: CARES

Dear Mr. Chapman,

Thank you for writing to the City Council to express your concerns. Your email will be included in a future Council agenda packet as Correspondence to the Council.

Sincerely,

CTTC: 6/20/16

Carol Allread
Executive Assistant
City Manager Office
206-248-5508

cc: Dan Trimble, Economic Development manager

From: William Chapman [mailto:cb77305@gmail.com]
Sent: Saturday, June 04, 2016 11:40 AM
To: Public Council Inbox <council@burienwa.gov>
Subject: CARES

Please renew the city's contract with CARES. I know of no better or finer animal control/first response group than CARES. They've been doing a wonderful job that is well worth the cost.

Please do NOT go with the county agency - stay with CARES.

Thanks for your consideration.

--

Wm. G. ("Mike") Chapman
Burien, WA
206-406-1665

Carol Allread

From: Public Council Inbox
Sent: Friday, June 10, 2016 11:53 AM
To: 'Julia Heuman'
Subject: RE: CARES

Dear Ms. Heuman,

Thank you for writing to the City Council to express your concerns. Your email will be included in a future Council agenda packet as Correspondence to the Council.

Sincerely,

CTTC: 6/20/16

Carol Allread
Executive Assistant
City Manager Office
206-248-5508

cc: Dan Trimble, Economic Development manager

From: Julia Heuman [mailto:jheuman@farmersagent.com]
Sent: Saturday, June 04, 2016 2:44 PM
To: Public Council Inbox <council@burienwa.gov>
Subject: CARES

I am writing to urge you to continue the contract with CARES. It is fiscally sensible and also shows support for a local community organization that greatly benefits Burien. Debra George of Cares and her volunteers give so much of themselves and it would be slap in their face to discontinue the contract and go with the County for animal control. It makes many wonder what secret dealings are going on with the city council and the County for this to be even a consideration. If this step is taken, I for one will not vote for any of the council members who vote against CARES.

Julia Heuman
Farmers Insurance
124 SW 153rd St Ste 4
Burien, WA 98166-2312
206-246-4900 (Office)
866-643-9881 (Fax)
jheuman@farmersagent.com
<http://www.farmersagent.com/jheuman>



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Carol Allread

From: Public Council Inbox
Sent: Friday, June 10, 2016 11:54 AM
To: 'Marlene'
Subject: RE: Animal Control

Dear Marlene and Sam,

Thank you for writing to the City Council to express your concerns. Your email will be included in a future Council agenda packet as Correspondence to the Council.

Sincerely,

CTTC: 6/20/16

Carol Allread
Executive Assistant
City Manager Office
206-248-5508

CC: Dan Trimble, Economic Development Manager

-----Original Message-----

From: Marlene [mailto:marlene.morgan45@yahoo.com]
Sent: Sunday, June 05, 2016 4:06 PM
To: Public Council Inbox <council@burienwa.gov>
Subject: Animal Control

Dear Council Members,

I have always been a registered voter and have never felt compelled to write to the leaders of my community until now. Usually there is a strong argument on both sides and a large gray area in the middle. This is not the case regarding the recent issue of animal control in Burien.

My husband and I were at the May 23rd meeting and listened carefully to both sides. It was obvious to us, and our friends, that the clear choice would be to keep C.A.R.E.S. in our community. It was built and has continued support by the community and its business owners. The council should be proud that another community will use C.A.R.E.S. as a model to build an animal shelter of their own. Also, the animal control officer at C.A.R.E.S. was featured on the news for rescuing pets from hot cars.

Then there is the cost. It's common sense to keep a system that is working rather than switching to something that will cost in excess of \$330,000 more per year. Has any of you thought about where that money will come from??? We heard the reasoning for the change and subsequent costs stated as "liking how the King County system works", and NOT that C.A.R.E.S. doesn't work. It was shown at the meeting C.A.R.E.S. does provide services much like King County, and the problem to be worked on has to do with communication within the City offices. An easy fix. To spend such monies when there is no real need or reason is fiscally irresponsible. If there are extra funds, perhaps law enforcement is where they should go. With all of the violence and homeless that has been occurring in Burien, the Police department could use the funds.

You all are elected by the community and are entrusted by the community to handle the city business wisely and to represent the community. A large majority of the people have expressed that they want to keep what they have worked so hard to make. C.A.R.E.S. is a piece of the Burien puzzle that the community is putting together for the betterment of our town. To throw it away without just cause is a complete betrayal of the public's trust. We beseech you to consider your vote and the future of Burien.

Concerned voters of Burien
Marlene and Sam Moore

Sent from my iPad

Carol Allread

From: Monica Lusk
Sent: Monday, June 06, 2016 1:15 PM
To: Public Council Inbox
Subject: FW: CARES-Myths and facts

CTTC: 6/20/16

CC: Dan Trimble, Economic Development

manager

From: chestine edgar [mailto:16collingham@gmail.com]
Sent: Monday, June 06, 2016 1:33 AM

To: Monica Lusk <MONICAL@burienwa.gov>; Kamuron Gurol <kamurong@burienwa.gov>; Soojin Kim <soojink@burienwa.gov>; Austin Bell <austinb@burienwa.gov>; Bob Edgar <bobe@burienwa.gov>; Debi Wagner <debiw@burienwa.gov>; Lucy Krakowiak <lucyk@burienwa.gov>; Nancy Tosta <nancyt@burienwa.gov>; Stephen Armstrong <stephena@burienwa.gov>; Lauren Berkowitz <laurenb@burienwa.gov>

Subject: CARES-Myths and facts

June 5, 2016

To the Burien City Council, City Manager and City Attorney;

This letter is in response to the numerous myths and bits of misinformation that have been submitted to the Burien City Council relating to **CARES and RASKC**. As these myths and misinformation are being circulated in the media and at Council meetings, it is important that they be corrected.

MYTH 1- CARES would be closed down and the ability for citizens to volunteer at its shelter would be taken away by the City of Burien, if the City didn't renew its contract with CARES for animal control and a portion of sheltering services.

FACT 1: CARES is a private non-profit. Its decision to stay in operation and use citizen volunteers is not controlled by the City of Burien. CARES is controlled by its Board of Directors (Debra George of Marine View DR., Normandy Park, Denise Ferguson of Greenwood Ave., Seattle, and Carolyn Newman of Harbor View AVE., Seattle). None of these Directors are residents of Burien and the City holds no position on this Board. Whether to stay in business or have volunteers is solely under the control of the CARES Board of Directors. Thousands of animal shelters in the USA do not have government contracts and remain in operation.

MYTH 2- Per the petition that CARES, its employees, its supporters and its volunteers circulated to the several cities, residents of other counties and States, the petition claims that RASKC is offering less service for more money.

FACT 2: RASKC has on staff: 14 animal control officers, 3 licensed vets, 2 vets and 3 licensed vets techs in the surgical unit for 24/7 service, all staff serving or handling animals had previous experience in animal hospitals and clinics, a partnership with 10 private businesses to help place cats out in the community for adoption, a partnership with PAWS, a partnership with the Barn Cat program for

placement of feral cats, Hospice/Golden Oldies Animal Placement, the Angel Fund for expensive/extensive medical and dental treatment to all animals that may need it and a partnership for low cost neuter and spay on RASKC grounds (two times per month) put on by Pasado Spay Station Van open to all who need the service. The RASKC shelter is located in an appropriate location for animal control and sheltering with open ground space where the animals can be walked, windows for light and fresh air, appropriate space for all of the animals including cats and no overcrowding, it has sealed surfaces including the floors that can be sanitized, has adequate ventilation and drainage for the airing and cleaning of the sheltering space, and two behavior assessment teams to do animal profiles that are used to aid in animal adoption and placement. RASKC uses a computerized data collection system for animals as soon as the first call is received about that animal, or as soon as the animal enters the facility, does stress monitoring while at the shelter and tracks the animal until it leaves the RASKC system using standardized data collection on the animals while they are sheltered. They use correct isolation/quarantine techniques, vaccinates all animals immediately upon admittance to the shelter and uses the most current techniques in animal control, animal sheltering, animal husbandry and volunteer engagement to promote the well-being of the animals as well as their relocation to another home or site. At RASKC, data about the: animals, shelter conditions, activities and costs, employee's training and experience, animal placement numbers, can be retrieved at a moment's notice or is already posted on the walls. RASKC has approximately 500 citizen volunteers who work for the shelter and re-homing of the animals. RASKC responds to non-emergency calls seven days a week between the hours of 7:30 am to 6:30 pm. CARES does not have the levels of service options and shelter quality conditions as RASKC and operates from 9am to 6pm Mon.-Fri, 9am to 1pm Sat., closed Sun. and all major holidays. RASKC provides more service than CARES.

CARES has a contract agreement with the City of Burien that states it is not to engage in political or legislative activity. See page 8 of the contract, "16. Prohibited Use of Funds". In spite of this contract agreement, CARES did engage in political activity when it announced these petitions on its Facebook page, orchestrated distributing and picking up these petitions and facilitated their delivery to the City. See the copies of CARES Facebook Pages for April 21 and April 25, 2016 below. This Facebook page is operated by CARES. Additionally, CARES and its employees, its supporters and volunteers have claimed that 1300-1400 of these signatures belong to Burien citizens and demonstrates their support of CARES. However upon closer inspection of the names and addresses on the petition, over 53+% of the signatures cannot be confirmed to belong to Burien residents. The voting support mentioned by CARES members on the Blog for CARES may not represent Burien citizen voting as anyone in the world can vote on this blog site and frequently do. There is no current written city report that states CARES has continued to over perform in its contract obligations as stated on the petition.

Burien C.A.R.E.S.-FACEBOOK

April 25, 2016

ATTENTION FACEBOOK FRIENDS

We have had a ton of supporters, employees, and volunteers passing out petitions. We are out and about picking them up this afternoon and need to have them turned in tomorrow for next weeks city council meeting Monday, May 2nd. If you have passed any out please, please try and have them in today and if you know of any businesses who may have them out please contact the shelter and we will send somebody over to pick them up. THANK YOU!! 206-812-2737

Carolyn Newman Let's get a TON of supporters to show up and speak up for CARES at Council Monday, May 2

4 · April 26 at 7:17am

Burien C.A.R.E.S.

April 22, 2016

For everyone asking about the petition: we have them available throughout Burien including the shelter. If it is not convenient to come by there call and ask for other locations that might work better for you. They will be picked up Monday evening. It is not available on the website for download. Please feel free to call if you have any questions at all.

Please if you can attend the next council meeting and let your voice be heard: May 2, 7pm. 400 SW 152nd St, Suite 300 or email the Burien City Council your opinion: council@burienwa.gov.

AS ALWAYS, THANK YOU ALL FOR YOU CONTINUED SUPPORT. We never could have done this without all of you.

909 SW 151st St
Burien, Wa 98166
206-812-2737

Carrie Rybicki I'm curious when the petition will be available to print out from your website so my husband can take it to work and we can have some other friends sign as well. Was hoping it was up today but not seeing it there.

April 21 at 12:27pm

MYTH 3- CARES provides a higher quality of service than RASKC can provide.

FACT 3: The CARES Shelter is still lacking in procedures and practices that 5 years ago it was given guidance (by an independent evaluator) to put in place: 1. immediate computerized data entry on all animals, 2. immediate vaccination of all animals admitted to the shelter for the health and safety of all animals, 3. correction of ventilation problems, 4. the isolation/quarantine rooms and their proper use, 5. the use of a Behavior specialist for animal placement and euthanize decisions, and 5. sanitization issues and corrections. CARES does euthanize animals by its own data reporting admission. It is not a “no kill shelter” as uninformed citizens and volunteers keep stating in letters to the Council.

Not only the Board of CARES but its employees lack the experience and training for operating a shelter and each time a staff member leaves, an equally inexperienced staff member is put in as a replacement. CARES and its staff are lacking in the training in leading edge methods for animal care and scientific knowledge and experience that is needed to run a high quality shelter. CARES is not prepared to serve the animal control and sheltering needs for all Burien animals.

The photos on the CARES website of animals sitting on shelves with unfinished particle board edges, children holding multiple cats at one time, wood surfaces scratched through on the paint so that the surface cannot be properly disinfected, unvaccinated kittens on the floor, etc.; this demonstrates the lack of quality and attention to hygiene in this shelter. The lack of trained professionals on the CARES staff and the changing nature of the Animal Control Positions with new people who are untrained and need further training just to do the job they should have been trained prior to hiring to CARES, inspires no

confidence in the professional nature of the organization. CARES appears to not be a member of the Washington Federation of Animal Care and Control Agencies. Why not after 5 years of operation?

MYTH 4-CARES is meeting all of its contract requirements.

FACT 4: The public and Council has never seen an accurate accounting of the City's costs and billings for animal control and a portion of the sheltering. On page 15, item 15 of the CARES contract, CARES is to do its Audits Records and Reporting by, " All income and expenditures shall be recorded in accordance with generally accepted accounting principles." However the CARES accounting sheets from year to year don't match each other in format, the Council reports don't match the accounting sheets and the number of organizations under CARES don't match what is really just Burien Animal Control and the portions use of the shelter by Burien. And how does Marketing Innovations pay its fair share to the CARES organization for a business office in the CARES complex? When citizens have asked questions about the setup of the accounting sheets and reporting sheets, the Executive Director for CARES has claimed that it is a city staff problem. As CARES prepares its own reports and accounting sheets for the Council meetings, it remains unclear as how this is an error by the city staff in preparation. In terms of public/transparent reporting/standardized accounting reporting procedures, citizens and most of the Council members have never seen a complete full year report from CARES. Is this really meeting the intent of the contract? As RASKC is a public agency, it is simple to make a public information request for the information. But CARES, as private nonprofit, has no obligation to provide information and documents to the public, so that is why the Council has to constantly request it but rarely receives complete information about CARES.

MYTH 5-CARES raised the money for the dog park and made it possible.

FACT 5-The early fund raising for this was done through the B-Town Dog non profit and they were not having much success. Eric Mathison and his wife, Marge set up a Go Fund Me site and had a little more success with raising funds. But it was the money gotten from the Beneful dog food company and Burien Toyota/Chevrolet that brought in the bulk of the money to build the dog park-not CARES.

MYTH 6-CARES has been paying its own way through licensing fees. HUMM?

FACT 6: Ever since CARES took over, the \$ amount the city has collected from pet license fees has steadily gone down.

Just adding more money to the CARES contract will not remedy or correct the problems with CARES. CARES does not have the leadership, mission statement and goals of a high quality animal control or shelter. High quality animal control and shelters put the welfare of the animals, the following of recognized health, safety and hygiene practices for animals, the use of trained and experienced staff, sound financial policies and practices, sound data collection and an emphasis on a live release rate as their first priorities.

In conclusion, CARES has the right to keep operating as a nonprofit as long as it meets its requirements with the State and Federal government. CARES can continue to provide the volunteer experiences for those who want to participate in them. However, based on the data it has submitted to the citizens and Council, the current condition of the shelter, the lack of continuous training of its staff on animal control, handling and sheltering; I would encourage the City not to renew its current contract with CARES. I have also been to the RASKC shelter two times since this discussion on renewing CARES contract has come up. RASKC by far provides a superior level of service to the animals.

Respectfully,

C. Edgar

Carol Allread

From: Public Council Inbox
Sent: Friday, June 10, 2016 3:08 PM
To: 'Claireisa'
Subject: RE: C,A.R.E.S.

Dear Ms. Drahn,

Thank you for writing to the City Council to express your concerns. Your email will be included in a future Council agenda packet as Correspondence to the Council.

Sincerely,

Carol Allread
Executive Assistant
City Manager Office
206-248-5508

CTTC : 6/20/16

cc: Dan Trimble, Economic Development
manager

From: Claireisa [mailto:mochahopes@aol.com]
Sent: Sunday, June 05, 2016 7:48 PM
To: Public Council Inbox <council@burienwa.gov>
Subject: C,A.R.E.S.

CARE.

Please, try to imagine yourself in my shoes as you read this TRUE story. I am a 60+ , disabled woman. Have lived here since 1959. For the last 14 years, I have watched the progression of my mother's Alzheimer's/ dementia. Being the sole caregiver, we both are basically housebound. Five years ago, a cat (stray ?) started living in our shed. I grew to love him. Suddenly, I found him dead, with no apparent injury visible. More loss... so on a trip to Walgreens, I dropped in to see a cat on the website. I follow many animal rights groups all over the World. In fact, a Kent Animal Control officer had a rescue Normandy Park. (Tiny Tails). Anyway,I went looking for a cat,& came home with a 5 pound Chihuahua to foster. Minnie, was picked up, with her puppy, Winnie. Breeding profits?? I personally, believe it was Divine intervention, as I grew up with Chihuahuas! Without CARES in Burien,the possibility of me, not being able to write this, is very real. Minnie, truly gives me,the love,&sustainability that I desperately needed for fighting Life's nasty hurdles, of hopeless diseases. Kent Animal Control is to far. If you care, keep C.A.R.E.S. Contemplating yourself in my situation. Sincerely, Claire Drahn

Sent from my Verizon Wireless 4G LTE DROID

Carol Allread

From: Public Council Inbox
Sent: Friday, June 10, 2016 3:09 PM
To: 'Christina Sylvester'
Subject: RE: We must keep C.A.R.E.S.

Dear Ms. Sylvester,

Thank you for writing to the City Council to express your concerns. Your email will be included in a future Council agenda packet as Correspondence to the Council.

Sincerely,

Carol Allread
Executive Assistant
City Manager Office
206-248-5508

CTTC: 6/20/16

CC: Dan Trimble, Economic Development
manager

From: Christina Sylvester [mailto:christinasylv@gmail.com]
Sent: Monday, June 06, 2016 3:48 PM
To: Public Council Inbox <council@burienwa.gov>
Subject: We must keep C.A.R.E.S.

As a concerned citizen and supporter of the work that Burien C.A.R.E.S. provides, I urge the city council to extend C.A.R.E.S. contract tonight.

I would like to be at the meeting, but a scheduling conflict keeps me from attending. I want the city to know how I feel about C.A.R.E.S. and my opinion on what our next steps should be.

We are lucky to have such a valuable resource in our city. In addition to the tireless work the C.A.R.E.S. team does to help find homes for animals in need, they also provide a sense of reassurance to citizens. We know that if we have a problem or a concern about an animal we have a local resource to call. The team at C.A.R.E.S. knows our neighborhoods and will respond timely to requests.

They have built up trust in our community and many people support their efforts through donations of time, money, and goods. It would be a shame to see a resource that teaches responsibility and proper care of animals go away. Many children volunteer at C.A.R.E.S. and are able to learn at a young age what being a responsible pet owner is all about.

C.A.R.E.S. is a gem in our community, let's keep the pride of Burien going and be an example to other small cities in our state.

Paws up for C.A.R.E.S.!!

Chis Sylvester

Carol Allread

From: Public Council Inbox
Sent: Friday, June 10, 2016 11:54 AM
To: 'Patti Gifford'
Subject: RE: SAVE C.A.R.E.S

Dear Ms. Gifford,

Thank you for writing to the City Council to express your concerns. Your email will be included in a future Council agenda packet as Correspondence to the Council.

Sincerely,

CTTC: 6/20/16

Carol Allread
Executive Assistant
City Manager Office
206-248-5508

cc: Dan Trimble, Economic Development Manager

From: Patti Gifford [mailto:pattigifford2@gmail.com]
Sent: Monday, June 06, 2016 8:19 AM
To: Public Council Inbox <council@burienwa.gov>
Subject: SAVE C.A.R.E.S

Please renew CARES contract. They are a great asset to our community. I know first hand on what a great facility they are. Keller Williams Realty Puget Sound volunteered on our RED Day 2 years in a row at CARES. We worked on the kennels, painting, outside kennel and other various projects.

Please don't let this become a political issue. I know there are some "bad feelings" directed at Debra George. But that should not sway your decision to renew the CARES contract. This should not be a personal or emotional decision.

Debra George has done so much in creating CARES with the motive to save stranded, sick animals and to find placements for animals in our community. She has created a place for volunteers that love animals.

For those of you that were going to vote NO I urge to pay attention to the petitions that were signed, the emails sent and the out cry on social media to save CARES and reconsider and vote YES.

Thanks

Patti
206.227.4848

Carol Allread

From: Public Council Inbox
Sent: Friday, June 10, 2016 11:55 AM
To: 'Shannon Adams'
Subject: RE: CARES

Dear Ms. Adams,

Thank you for writing to the City Council to express your concerns. Your email will be included in a future Council agenda packet as Correspondence to the Council.

Sincerely,

CTTC: 6/20/16

Carol Allread
Executive Assistant
City Manager Office
206-248-5508

CC: Dan Trimble, Economic Development manager

From: Shannon Adams [mailto:ShannonA@vulcan.com]
Sent: Monday, June 06, 2016 1:55 PM
To: Public Council Inbox <council@burienwa.gov>
Subject: CARES

Good afternoon,

I've followed the CARES controversy for some time now and still stand, incredulous, that there is a debate. Why wouldn't you support a local provider, overwhelmingly supported by your constituents, that costs less and provides great service? There are a lot of angry voters, concerned about the time and energy spent, dragging a good organization through the wringer. Please consider supporting CARES. It's great to have a local agency supporting our town.

Shannon Adams
Sr. Business Analyst | Vulcan, Inc
206-342-2587 work | 206-291-3433 mobile

Carol Allread

From: Public Council Inbox
Sent: Friday, June 10, 2016 11:52 AM
To: 'Adelle Comfort'
Subject: RE: Burien C.A.R.E.S

Dear Ms. Comfort,

Thank you for writing to the City Council to express your concerns. Your email will be included in a future Council agenda packet as Correspondence to the Council.

Sincerely, CTTC: 6/20/16

Carol Allread
Executive Assistant
City Manager Office
206-248-5508

cc: Dan Trimble, Economic Development manager

From: Adelle Comfort [mailto:adelle1016@comcast.net]
Sent: Monday, June 06, 2016 3:06 PM
To: Public Council Inbox <council@burienwa.gov>
Subject: Burien C.A.R.E.S

I am unable to attend the council meeting tonight. However, I would like to take a moment to praise Burien C.A.R.E.S. ! I follow them on FB and post and share lost pet information. I have taken many stray/lost pets to them only to see them be able to turn the lost pets over to their owners very quickly.

I have many friends and family in other states across the country and they are fascinated by this local group and what it does for our community of lost and abandoned pets. They wonder why their own cities can't come up with such a great idea of local and customized service.

Please don't go backwardsBurien C.A.R.E.S puts us in a special league of Cities who have found a more compassionate way to handle these pet issues.

Please save Burien C.A.R.E.S !!

Adelle Comfort
14329 23rd Ave SW
Burien, WA 98166

Carol Allread

From: Public Council Inbox
Sent: Friday, June 10, 2016 11:53 AM
To: 'Alan Yamamoto'
Subject: RE: Support for local CARES animal funding

Dear Mr. Yamamoto,

Thank you for writing to the City Council to express your concerns. Your email will be included in a future Council agenda packet as Correspondence to the Council.

Sincerely,

Carol Allread
Executive Assistant
City Manager Office
206-248-5508

CTTC: 6/20/16

CC: Dan Trimble, Economic Development manager

From: Alan Yamamoto [mailto:alyamamoto11@yahoo.com]
Sent: Monday, June 06, 2016 2:55 AM
To: Public Council Inbox <council@burienwa.gov>
Subject: Support for local CARES animal funding

I reside with my fiance on 12th SW (five blocks from the new off leash dog park). We fully support CARES and the fast, responsive work they perform for the community! If funding is cut for this well received service so the citizens of Burien are wrapped under the bureaucratic and less responsive King County animal control, then I'll be supporting new council members in the next election that are truly animal friendly and caring.
Signed, Alan M. Yamamoto

Sent from my T-Mobile 4G LTE Device

Pages 31 - 32

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Pages 31 - 32

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Monica Lusk

From: Public Council Inbox
Sent: Wednesday, June 15, 2016 1:23 PM
To: 'Patty Janssen'
Subject: RE: Garbage and Homeless encampment

Dear Ms. Janssen,

Thank you for writing to the City Council to express your concerns. Your email will be included in a future Council agenda packet as Correspondence to the Council.

Sincerely,

Monica Lusk
City Clerk
City of Burien
(206) 248-5517

From: Patty Janssen [mailto:bburien21@gmail.com]
Sent: Tuesday, June 14, 2016 6:58 PM
To: Public Council Inbox <council@burienwa.gov>
Cc: Kamuron Gurol <kamurong@burienwa.gov>
Subject: Fwd: Garbage and Homeless encampment

Good Evening All,

I would like to give you an update on the situation here. I had sent an email to Tesoro (property owners) with the pictures attached, asking that they clean up the mess behind their building. They sent me back an email saying they were forwarding on my request to the property management group. In my line of work I deal with petroleum companies as my customers, one of the businesses that leases the space here is a longtime customer of mine (the Mobil station), what I didn't know is they are also the quasi property managers and received notification from Tesoro.

I received a call from the Mobil Operations Manager who I've known for 10 years and her and I are meeting tomorrow to survey the mess and discuss the timeline for them to clean it up. She has assured me this will happen as they don't want this either, she also agreed to cut the shrubs down so as not to create easy hiding places.

I'm confident with the relationship I have here this mess will now be cleaned up and if in the future it becomes a problem again I will know who to call.

Please add this to the council packet.

Thanks for your time,

Patty Janssen

----- Forwarded message -----

From: **Patty Janssen** <bburien21@gmail.com>
Date: Mon, Jun 13, 2016 at 3:49 PM
Subject: Garbage and Homeless encampment
To: kamurong@burienwa.gov, burien@burienwa.gov

Hi Kamuron,

I would like this added to the city council packet.

I have attached a couple of pictures showing a recent encampment, this also contains a lot of garbage as well. I went by this property on Saturday and talked to the owner of the auto repair shop, he is leasing the property from Tesoro Corporation. I sent them an email and received an email back stating they would have their property management look into it. Not sure how far that will go, so I was hoping the city could also get involved in contacting them as well. The shrubs and vegetation are severely overgrown which is helping hide the person/persons sleeping there as well as the accumulated garbage. The person I saw sleeping there is a known drug addict and thief in our community Jasper, well know to BPD.

Any and all help from the city would be greatly appreciated.

Thank-You in advance for working with those of us that want to rid our city of this blight.

Sincerely,
Patty Janssen





Monica Lusk

From: Public Council Inbox
Sent: Wednesday, June 15, 2016 1:24 PM
To: 'Kristin Jagelski'
Subject: RE: Limits on Enhanced Street Muffler and Engine Noise

Dear Ms. Jagelski,

Thank you for writing to the City Council to express your concerns. Your email will be included in a future Council agenda packet as Correspondence to the Council.

Sincerely,

Monica Lusk
City Clerk
City of Burien
(206) 248-5517

From: Kristin Jagelski [mailto:kranja211@gmail.com]
Sent: Wednesday, June 15, 2016 1:23 AM
To: Public Council Inbox <council@burienwa.gov>
Subject: Limits on Enhanced Street Muffler and Engine Noise

Hello. Would you please pass a law restricting the volume on mufflers and engines. I have lived in Seattle, Everett, and Portland as well as rural areas but only in Burien are there so many loud engines and mufflers racing through neighborhoods.

Every time, it scares my 16-year old cat. It is really bad in the spring. We have double paned windows. Even when I drive, the noises are startling and distracting. I have experienced this problem in Gregory Heights and on Ambau!.

Usually the drivers with these noise enhanced engines and mufflers also are speeding. It just happened now at 1:15am on a week night.

Sincerely,
Kristin Jagelski
Resident

CTTC: 6/20/16

June 14, 2016

RE: email sent to me from Monica Lusk about Correspondence to the Record and false allegations

To all Burien City Council Members, City Manager, City Attorney, City Clerk;

I am again writing to you requesting that the written false allegations (relating to the Correspondence to the Council section) made about me in the City Council packets for July 20, 2015 and August 17, 2015 be removed.

This letter is in response to the email I received from Monica Lusk/ Burien City Clerk on June 1, 2016 (relating to false allegations) and the letters that was placed in the City Council packet of June 6, 2016. This June 1, 2016 email correspondence from Monica Lusk discusses the City's claim that I made a false statement about an individual and for that reason it removed my Correspondence to the Council from the historical Council meeting packets because I allegedly had violated the City Council Guidelines 2015, 2.6D. Plainly stated, my letters were published under the existing rules in effect at the time they were submitted (2013 rules) and then later removed under a new set of rules (Sept. 21, 2015 rules) specifically passed for the purpose of targeting/removing letters of the kind I had allegedly submitted.

In addition, the individual who directed the City Clerk to amend these historical packets also directed the City Clerk to insert a * and footnote to the Correspondence to the Council Section of the packet indicating that I was guilty of any one or all of the items in 2.6B, a-g, and 2.6D. This was done without notice to me. When I discovered that this had happened, I contacted the City and requested a meeting with the City Manager to discuss why this had happened to me and for clarification of what were my alleged false statements. Initially, the City Manager said he would have a meeting with me about this but then withdrew this offer when I tried to set an appointment with him. To this date, I still have not been told by the City what were the alleged false statement(s) that I made. Additionally, I have been told that I can never have a meeting with the City Manager to discuss the issues that ;(1.) I made alleged written false statements to the Council and cannot be told what those alleged false statements are and (2) about the City's actions against me on this issue by posting defamatory and discriminatory comments about me on the public record.

I made a Public Information Request on April 7, 2016 to the City requesting that any written correspondence to the City by an individual that claimed I made a false allegation under Section 2.6D be provided to me. On June 1, 2016, I received a response from Monica Lusk stating that no written correspondence was ever submitted to the City claiming that I made false allegations against an individual in my July or August, 2015 letters to the Council. Based on that information, I am inclined to conclude that the directive to remove my letters and have false allegations/ comments posted with regard to me came as an oral directive to the City Clerk by a staff member who had the authority it give this type of oral directive. This/those staff member(s) have been unwilling to identify themselves on this issue, have been unwilling to present the City's views on the issue and evidence to me but rather have just determined me guilty of violation of 2.6 B, a-g and D and put it on the Public Record.

What I find to be unfair and egregious about what has happened to me is that ;(1. I have been treated differently from other citizens who have had their Correspondence to the Council retrospectively removed from historical Council Packets and (2) in the City's quest to retrospectively purge its historical Council packets of alleged false statements, it has inserted false allegations about me.

In my April 25, 2016 letter to the City Clerk, I requested that the City provide me with more information on what happened relating to the removal of my letters (perhaps through a meeting), provide me with the evidence for the City's claims of my alleged false statements and that it remove the defamatory, harassing and discriminatory comments it inserted about me on the public record. I am again making a request that these things happen as soon as possible to resolve my concerns about the potential continuing damage to my reputation.

Respectfully,

Linda Plein



RECEIVED
JUN 15 2016
CITY OF BURIEN

10:30am

COMPUTER CHECK REGISTER

CHECK REGISTER APPROVAL

WE, THE MEMBERS OF THE CITY COUNCIL OF BURIEN, WASHINGTON, HAVING RECEIVED DEPARTMENT CERTIFICATION THAT MERCHANDISE AND/OR SERVICES HAVE BEEN RECEIVED OR RENDERED, DO HEREBY APPROVE FOR PAYMENT ON **This 20th day of June 2016** THE FOLLOWING:

CHECK NOS. **43706-43841**
IN THE AMOUNT OF **\$4,824,792.92**
WITH VOIDED CHECK NOS. **0**

WIRE TRANSFERS TO KEY BANK TO PAY OFF LINE OF CREDIT

IN THE AMOUNT OF **\$3,604,724.26**

PAYROLL SALARIES AND BENEFITS APPROVAL

FOR **May 16TH – May 31ST** PAID ON **June 3rd 2016**

CHECK NOS. **6844-6859**

DIRECT DEPOSITS AND WIRE TRANSFERS IN THE AMOUNT OF: **\$356,946.25**

Accounts Payable

Checks for Approval



User: cathy
 Printed: 06/15/2016 - 9:25 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
43706	06/20/2016	General Fund	Professional Services	ABC Legal	7.00
43706	06/20/2016	General Fund	Professional Services	ABC Legal	52.50
43706	06/20/2016	General Fund	Professional Services	ABC Legal	7.00
43706	06/20/2016	General Fund	Professional Services	ABC Legal	50.00
Check Total:					116.50
43707	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Ace Hardware	53.06
43707	06/20/2016	Street Fund	Office and Operating Supplies	Ace Hardware	15.28
43707	06/20/2016	General Fund	Office and Operating Supplies	Ace Hardware	18.60
43707	06/20/2016	Street Fund	Office and Operating Supplies	Ace Hardware	26.24
43707	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Ace Hardware	65.57
Check Total:					178.75
43708	06/20/2016	Surface Water Management Fund	Professional Services	Action Services Corporation	140.00
Check Total:					140.00
43709	06/20/2016	Street Fund	Office and Operating Supplies	Alpine Fence Company	634.89
43709	06/20/2016	Street Fund	Office and Operating Supplies	Alpine Fence Company	753.03
43709	06/20/2016	Street Fund	Office and Operating Supplies	Alpine Fence Company	496.33
Check Total:					1,884.25
43710	06/20/2016	Street Fund	Office and Operating Supplies	Alpine Products Inc	1,852.61
43710	06/20/2016	Street Fund	Office and Operating Supplies	Alpine Products Inc	990.98
Check Total:					2,843.59
43711	06/20/2016	Debt Service Fund	Accounts Payable	Chicago Title Insurance Compan	8.74

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	8.74
43712	06/20/2016	General Fund	Office and Operating Supplies	Aramark Uniform Services	21.90
				Check Total:	21.90
43713	06/20/2016	General Fund	Telephone/Internet	AT&T Mobility	18.53
				Check Total:	18.53
43714	06/20/2016	General Fund	Other Travel	LISA AUMANN	98.61
				Check Total:	98.61
43715	06/20/2016	General Fund	Professional Services	BERK Consulting	8,799.14
				Check Total:	8,799.14
43716	06/20/2016	General Fund	Prof. Svcs-Instructors	Vivian D. Bowles	400.00
				Check Total:	400.00
43717	06/20/2016	General Fund	Prof. Svcs-Instructors	Eileen Broomell	231.00
				Check Total:	231.00
43718	06/20/2016	General Fund	Prof. Svcs-Instructors	Viola Brumbaugh	995.00
				Check Total:	995.00
43719	06/20/2016	Street Fund	Office and Operating Supplies	Bryant's Tractor & Mower Inc	53.14
43719	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Bryant's Tractor & Mower Inc	53.14
43719	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Bryant's Tractor & Mower Inc	33.73
43719	06/20/2016	Street Fund	Office and Operating Supplies	Bryant's Tractor & Mower Inc	33.73
43719	06/20/2016	Surface Water Management Fund	Repairs and Maintenance	Bryant's Tractor & Mower Inc	28.75
43719	06/20/2016	Street Fund	Repairs and Maintenance	Bryant's Tractor & Mower Inc	28.74
43719	06/20/2016	Street Fund	Repairs and Maintenance	Bryant's Tractor & Mower Inc	19.16
43719	06/20/2016	Surface Water Management Fund	Repairs and Maintenance	Bryant's Tractor & Mower Inc	19.16
43719	06/20/2016	Street Fund	Office and Operating Supplies	Bryant's Tractor & Mower Inc	77.78
43719	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Bryant's Tractor & Mower Inc	77.77
43719	06/20/2016	Street Fund	Repairs and Maintenance	Bryant's Tractor & Mower Inc	19.16
43719	06/20/2016	Surface Water Management Fund	Repairs and Maintenance	Bryant's Tractor & Mower Inc	19.16

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
43719	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Bryant's Tractor & Mower Inc	242.70
43719	06/20/2016	Street Fund	Office and Operating Supplies	Bryant's Tractor & Mower Inc	242.71
43719	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Bryant's Tractor & Mower Inc	154.52
43719	06/20/2016	Street Fund	Office and Operating Supplies	Bryant's Tractor & Mower Inc	154.53
43719	06/20/2016	Surface Water Management Fund	Repairs and Maintenance	Bryant's Tractor & Mower Inc	19.17
43719	06/20/2016	Street Fund	Repairs and Maintenance	Bryant's Tractor & Mower Inc	19.16
43719	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Bryant's Tractor & Mower Inc	14.43
43719	06/20/2016	Street Fund	Office and Operating Supplies	Bryant's Tractor & Mower Inc	14.44
43719	06/20/2016	Street Fund	Repairs and Maintenance	Bryant's Tractor & Mower Inc	28.74
43719	06/20/2016	Surface Water Management Fund	Repairs and Maintenance	Bryant's Tractor & Mower Inc	28.75
43719	06/20/2016	Street Fund	Office and Operating Supplies	Bryant's Tractor & Mower Inc	14.92
43719	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Bryant's Tractor & Mower Inc	14.91
43719	06/20/2016	Surface Water Management Fund	Repairs and Maintenance	Bryant's Tractor & Mower Inc	28.74
43719	06/20/2016	Street Fund	Repairs and Maintenance	Bryant's Tractor & Mower Inc	28.75
Check Total:					1,469.89
43720	06/20/2016	General Fund	Police Explorer Program	Blumenthal Uniforms & Equipmen	54.74
Check Total:					54.74
43721	06/20/2016	Surface Water Management Fund	Repairs and Maintenance	Burien Bark LLC	153.69
43721	06/20/2016	Surface Water Management Fund	Repairs and Maintenance	Burien Bark LLC	192.13
43721	06/20/2016	Surface Water Management Fund	Repairs and Maintenance	Burien Bark LLC	192.13
43721	06/20/2016	Surface Water Management Fund	Repairs and Maintenance	Burien Bark LLC	187.20
43721	06/20/2016	Surface Water Management Fund	Repairs and Maintenance	Burien Bark LLC	162.56
43721	06/20/2016	Surface Water Management Fund	Repairs and Maintenance	Burien Bark LLC	192.13
43721	06/20/2016	Surface Water Management Fund	Repairs and Maintenance	Burien Bark LLC	192.13
43721	06/20/2016	General Fund	Office and Operating Supplies	Burien Bark LLC	32.51
Check Total:					1,304.48
43722	06/20/2016	Transportation CIP	Project Development	Burien Trophy	492.75
Check Total:					492.75
43723	06/20/2016	General Fund	Animal Control Services	CARES	14,594.51
Check Total:					14,594.51
43724	06/20/2016	General Fund	Professional Services	CBRE Inc/Sandy Jin	12,358.84
43724	06/20/2016	General Fund	Professional Services	CBRE Inc/Sandy Jin	6,987.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
Check Total:					19,346.34
43725	06/20/2016	General Fund	Software Licensing Fees	CDW-G	1,876.56
43725	06/20/2016	General Fund	Computer Consultant Prof Svcs	CDW-G	5,310.75
43725	06/20/2016	General Fund	Small Tools & Minor Equipment	CDW-G	280.32
43725	06/20/2016	General Fund	Small Tools & Minor Equipment	CDW-G	2,014.80
43725	06/20/2016	General Fund	Small Tools & Minor Equipment	CDW-G	586.98
Check Total:					10,069.41
43726	06/20/2016	General Fund	City Hall Bldg Maintenance	Cintas Fire Protection	97.46
Check Total:					97.46
43727	06/20/2016	General Fund	Nuisance and Abatement Costs	Recology CleanScapes Inc	486.85
43727	06/20/2016	General Fund	Nuisance and Abatement Costs	Recology CleanScapes Inc	99.09
Check Total:					585.94
43728	06/20/2016	General Fund	Operating Rentals and Leases	Clowns Unlimited Inc	815.78
Check Total:					815.78
43729	06/20/2016	General Fund	Online Video Streaming	Comcast Corporation	57.38
43729	06/20/2016	General Fund	Telephone/Internet	Comcast Corporation	87.99
43729	06/20/2016	General Fund	Telephone/Interent	Comcast Corporation	97.89
43729	06/20/2016	Street Fund	Telephone	Comcast Corporation	53.14
43729	06/20/2016	Surface Water Management Fund	Telephone	Comcast Corporation	53.13
Check Total:					349.53
43730	06/20/2016	General Fund	Office and Operating Supplies	Complete Office LLC	89.85
43730	06/20/2016	General Fund	Office and Operating Supplies	Complete Office LLC	81.72
43730	06/20/2016	General Fund	Office and Operating Supplies	Complete Office LLC	196.14
43730	06/20/2016	General Fund	Office and Operating Supplies	Complete Office LLC	130.77
43730	06/20/2016	General Fund	Office and Operating Supplies	Complete Office LLC	32.69
43730	06/20/2016	General Fund	Office and Operating Supplies	Complete Office LLC	212.48
43730	06/20/2016	General Fund	IT Office & Operating Suppli	Complete Office LLC	81.72
43730	06/20/2016	General Fund	Office and Operating Supplies	Complete Office LLC	114.41
43730	06/20/2016	General Fund	Office and Operating Supplies	Complete Office LLC	228.83
43730	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Complete Office LLC	114.41
43730	06/20/2016	General Fund	Office and Operating Supplies	Complete Office LLC	196.14

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
43730	06/20/2016	General Fund	Office and Operating Supplies	Complete Office LLC	245.17
43730	06/20/2016	General Fund	Office and Operating Supplies	Complete Office LLC	388.34
43730	06/20/2016	General Fund	Office and Operating Supplies	Complete Office LLC	427.92
Check Total:					2,540.59
43731	06/20/2016	General Fund	Operating Rentals and Leases	Construction Site Services	125.00
Check Total:					125.00
43732	06/20/2016	General Fund	Instructors Prof Svcs	Janet S. Crawley	480.00
43732	06/20/2016	General Fund	Prof. Svcs-Instructors	Janet S. Crawley	637.50
Check Total:					1,117.50
43733	06/20/2016	General Fund	Software Licensing Fees	City of Bellevue	4,772.74
Check Total:					4,772.74
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	76.26
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	15.48
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	122.96
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	59.41
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	15.58
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	112.18
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	52.68
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	115.68
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	158.51
43734	06/20/2016	Surface Water Management Fund	Utilities	City of Seattle	1,461.54
43734	06/20/2016	Surface Water Management Fund	Utilities	City of Seattle	15.40
43734	06/20/2016	Street Fund	Utilities-Street Lighting	City of Seattle	121.29
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	27.81
43734	06/20/2016	General Fund	Utilities	City of Seattle	15.66
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	14.97
43734	06/20/2016	Surface Water Management Fund	Utilities	City of Seattle	15.89
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	68.71
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	21.55
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	111.44
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	56.46
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	97.81
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	70.27
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	102.23
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	77.00
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	48.73

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	94.68
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	99.19
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	72.12
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	130.33
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	15.26
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	48.35
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	14.96
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	88.97
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	129.21
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	29.37
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	282.62
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	103.61
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	33.43
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	15.23
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	15.00
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	82.71
43734	06/20/2016	General Fund	Utilities	City of Seattle	43.46
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	474.35
43734	06/20/2016	General Fund	Utilities	City of Seattle	471.55
43734	06/20/2016	General Fund	Utilities	City of Seattle	818.04
43734	06/20/2016	General Fund	Utilities	City of Seattle	2,100.99
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	86.66
43734	06/20/2016	General Fund	Utilities	City of Seattle	618.91
43734	06/20/2016	General Fund	Utilities	City of Seattle	27.63
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	417.58
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	136.03
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	7.28
43734	06/20/2016	Street Fund	Utilities-Street Lighting	City of Seattle	25.80
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	333.30
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	161.04
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	69.71
43734	06/20/2016	Street Fund	Utilities-Street Lighting	City of Seattle	30.10
43734	06/20/2016	Street Fund	Utilities-Street Lighting	City of Seattle	5,971.85
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	329.62
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	309.17
43734	06/20/2016	Street Fund	Utilities - Traffic Signals	City of Seattle	109.29
Check Total:					16,852.90
43735	06/20/2016	General Fund	Utilities	City Of Seattle	57.11
43735	06/20/2016	General Fund	Utilities	City Of Seattle	187.59
43735	06/20/2016	General Fund	Utilities	City Of Seattle	475.59
Check Total:					720.29

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
43736	06/20/2016	Street Fund	Office and Operating Supplies	WaterCo of Pac.NW Inc	18.35
43736	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	WaterCo of Pac.NW Inc	18.34
				Check Total:	36.69
43737	06/20/2016	General Fund	Federal Lobbying Services	Michael D. Doubleday	1,625.00
				Check Total:	1,625.00
43738	06/20/2016	Transportation CIP	Project Development	Daily Journal of Commerce	187.00
				Check Total:	187.00
43739	06/20/2016	General Fund	Office and Operating Supplies	Dunn Lumber Co.	122.34
				Check Total:	122.34
43740	06/20/2016	General Fund	Repairs and Maintenance	Elidrew, LLC	11.83
				Check Total:	11.83
43741	06/20/2016	General Fund	Prof. Svcs-Instructors	Clay Fife	300.00
				Check Total:	300.00
43742	06/20/2016	General Fund	Instructors Prof Svcs	Pam Fredback	275.00
				Check Total:	275.00
43743	06/20/2016	General Fund	Public Defender	Ganem Law PLLC	1,500.00
				Check Total:	1,500.00
43744	06/20/2016	General Fund	Fuel Consumed	Glendale Heating	252.69
				Check Total:	252.69
43745	06/20/2016	General Fund	Parks Building Security	Guardian Security	65.00
				Check Total:	65.00
43746	06/20/2016	General Fund	Instructors Prof Svcs	Victoria E. Hamilton	168.75

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
43746	06/20/2016	General Fund	Instructors Prof Svcs	Victoria E. Hamilton	648.00
				Check Total:	816.75
43747	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Home Depot Credit Services	111.87
43747	06/20/2016	Street Fund	Office and Operating Supplies	Home Depot Credit Services	111.87
				Check Total:	223.74
43748	06/20/2016	General Fund	Prof. Svcs-Instructors	Cristina Herrera	75.00
				Check Total:	75.00
43749	06/20/2016	General Fund	Office and Operating Supplies	Horizon Distributors Inc	167.05
43749	06/20/2016	General Fund	Office and Operating Supplies	Horizon Distributors Inc	564.00
43749	06/20/2016	General Fund	Office and Operating Supplies	Horizon Distributors Inc	354.07
43749	06/20/2016	General Fund	Office and Operating Supplies	Horizon Distributors Inc	49.28
43749	06/20/2016	General Fund	Office and Operating Supplies	Horizon Distributors Inc	182.84
43749	06/20/2016	General Fund	Office and Operating Supplies	Horizon Distributors Inc	108.19
43749	06/20/2016	General Fund	Office and Operating Supplies	Horizon Distributors Inc	177.95
				Check Total:	1,603.38
43750	06/20/2016	General Fund	Instructors Prof Svcs	Brandon Horstman	125.00
				Check Total:	125.00
43751	06/20/2016	General Fund	Operating Rentals and Leases	Head-quarters	99.00
				Check Total:	99.00
43752	06/20/2016	General Fund	Instructors Prof Svcs	Molly Elizabeth Hueffed	276.00
				Check Total:	276.00
43753	06/20/2016	Transportation CIP	Construction	ICON Materials	244.94
				Check Total:	244.94
43754	06/20/2016	General Fund	Miscellaneous	Iron Mountain	81.89
43754	06/20/2016	General Fund	Miscellaneous	Iron Mountain	301.05

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
Check Total:					382.94
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	775.54
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	26.87
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	80.60
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	53.73
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	17.91
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	89.56
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	26.87
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	44.78
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	89.56
43755	06/20/2016	Surface Water Management Fund	Telephone	Integra Telecom	44.78
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	80.60
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	107.46
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	232.84
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	48.14
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	44.74
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	44.74
43755	06/20/2016	Street Fund	Telephone	Integra Telecom	44.56
43755	06/20/2016	Surface Water Management Fund	Telephone	Integra Telecom	44.56
43755	06/20/2016	General Fund	Telephone/Internet	Integra Telecom	44.74
Check Total:					1,942.58
43756	06/20/2016	General Fund	Instructors Prof Svcs	Shari Kaufman	200.00
Check Total:					200.00
43757	06/20/2016	General Fund	Litigation-Consulting Services	Keating Bucklin & McCormick In	4,458.80
Check Total:					4,458.80
43758	06/20/2016	Street Fund	Office and Operating Supplies	King County Dept. Fleet Admin.	137.85
43758	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	King County Dept. Fleet Admin.	717.40
Check Total:					855.25
43759	06/20/2016	General Fund	Police Contract - King County	King County Sheriff's Office	4,448,673.15
Check Total:					4,448,673.15
43760	06/20/2016	General Fund	Substance Abuses	KING COUNTY FINANCE	3,402.60

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
43760	06/20/2016	Street Fund	Professional Services	KING COUNTY FINANCE	1,980.00
43760	06/20/2016	Surface Water Management Fund	TV Inspection and Vactoring	KING COUNTY FINANCE	535.47
43760	06/20/2016	Street Fund	Traffic Signal/Control.Mainten	KING COUNTY FINANCE	21,399.14
43760	06/20/2016	Street Fund	Traffic Signal/Control.Mainten	KING COUNTY FINANCE	225.12
Check Total:					27,542.33
43761	06/20/2016	General Fund	Plan Review Fee Fire Dist 2	King County Fire District #2	3,381.00
43761	06/20/2016	General Fund	Plan Review Fee Fire Dist 2	King County Fire District #2	5,514.08
Check Total:					8,895.08
43762	06/20/2016	General Fund	King Co Pet License Trust Acct	King County Pet License	80.00
Check Total:					80.00
43763	06/20/2016	General Fund	Drug Seizure Proceeds KCSO	KC Sheriff Det. RCrenshaw	1,430.00
Check Total:					1,430.00
43764	06/20/2016	Surface Water Management Fund	Permits & Monitoring	King County Office of Finance	6,518.00
Check Total:					6,518.00
43765	06/20/2016	General Fund	Litigation-Consulting Services	Kenyon Disend, PLLC	1,742.88
Check Total:					1,742.88
43766	06/20/2016	General Fund	Public Defender	Kirshenbaum & Goss, Inc., P.S	14,000.00
Check Total:					14,000.00
43767	06/20/2016	General Fund	Prof. Svcs-Instructors	Shari Klein	30.00
Check Total:					30.00
43768	06/20/2016	General Fund	Office and Operating Supplies	Kompan, Inc.	2,263.94
Check Total:					2,263.94
43769	06/20/2016	Transportation CIP	Design Engineering	KPG Inc	1,915.42

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	1,915.42
43770	06/20/2016	General Fund	Instructors Prof Svcs	Lauren Laughlin	360.00
				Check Total:	360.00
43771	06/20/2016	General Fund	Prof. Svcs-Instructors	Lori Leberer	90.00
				Check Total:	90.00
43772	06/20/2016	General Fund	Prof. Svcs-Instructors	Alexander Lewis	1,440.00
				Check Total:	1,440.00
43773	06/20/2016	General Fund	Prof. Svcs-Instructors	Randolph Alan Litch	200.00
43773	06/20/2016	General Fund	Prof. Svcs-Instructors	Randolph Alan Litch	200.00
				Check Total:	400.00
43774	06/20/2016	General Fund	Prof. Svcs-Instructors	Anne Marie Littleton	481.00
				Check Total:	481.00
43775	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Lloyd Enterprises Inc	532.29
43775	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Lloyd Enterprises Inc	836.35
43775	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Lloyd Enterprises Inc	282.73
				Check Total:	1,651.37
43776	06/20/2016	General Fund	Repairs and Maintenance	Les Schwab	1,005.71
				Check Total:	1,005.71
43777	06/20/2016	General Fund	Prof. Svcs-Instructors	Jacob Matthew	570.00
				Check Total:	570.00
43778	06/20/2016	General Fund	Prof. Svcs-Instructors	John William McLaughlin	75.00
				Check Total:	75.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
43779	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	McLendon Hardware Inc	108.77
43779	06/20/2016	Street Fund	Office and Operating Supplies	McLendon Hardware Inc	108.78
43779	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	McLendon Hardware Inc	114.74
43779	06/20/2016	Street Fund	Office and Operating Supplies	McLendon Hardware Inc	114.74
Check Total:					447.03
43780	06/20/2016	General Fund	Instructors Prof Srvs	Kaitlin Stacy Melgoza	160.00
Check Total:					160.00
43781	06/20/2016	General Fund	Office and Operating Supplies	KAITLIN MELGOZA	146.20
Check Total:					146.20
43782	06/20/2016	Street Fund	Dt Business License Svcs	Microflex	4,113.52
43782	06/20/2016	General Fund	B&O Tax Collect and Audit	Microflex	1,927.74
43782	06/20/2016	Street Fund	Postage	Microflex	46.50
43782	06/20/2016	General Fund	Postage	Microflex	63.20
Check Total:					6,150.96
43783	06/20/2016	General Fund	Instructors Prof Srvs	Paul Miller	400.00
Check Total:					400.00
43784	06/20/2016	Street Fund	Office and Operating Supplies	Miller Paint Company Inc	46.71
43784	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Miller Paint Company Inc	11.72
43784	06/20/2016	Street Fund	Office and Operating Supplies	Miller Paint Company Inc	11.71
43784	06/20/2016	General Fund	Nuisance and Abatement Costs	Miller Paint Company Inc	40.85
43784	06/20/2016	Street Fund	Office and Operating Supplies	Miller Paint Company Inc	66.77
Check Total:					177.76
43785	06/20/2016	General Fund	Burien Marketing Strategy	Brian Morris	130.00
Check Total:					130.00
43786	06/20/2016	General Fund	Instructors Prof Svcs	Shariana Mundi	1,210.00
Check Total:					1,210.00
43787	06/20/2016	General Fund	Instructors Prof Srvs	New City Dance Company	390.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	390.00
43788	06/20/2016	Street Fund	Operating Rentals and Leases	NC Machinery Co.	667.24
				Check Total:	667.24
43789	06/20/2016	General Fund	Instructors Prof Svcs	Andrew Nicklas	315.00
				Check Total:	315.00
43790	06/20/2016	General Fund	Prof. Svcs-Instructors	Pamela Odegard	135.00
				Check Total:	135.00
43791	06/20/2016	Surface Water Management Fund	Repairs and Maint - Fleet	OReilly Auto Parts	10.06
				Check Total:	10.06
43792	06/20/2016	Surface Water Mgmt CIP	Design-Engineering	OTAK, Inc	2,240.00
43792	06/20/2016	Surface Water Mgmt CIP	Design Engineering	OTAK, Inc	28,156.00
				Check Total:	30,396.00
43793	06/20/2016	General Fund	Operating Rentals and Leases	Pacific Office Automation Inc	243.19
				Check Total:	243.19
43794	06/20/2016	Transportation CIP	Construction	Partner Construction Products	8,020.88
				Check Total:	8,020.88
43795	06/20/2016	Transportation CIP	Design - Engineering	Perteet Inc	4,081.60
43795	06/20/2016	Transportation CIP	Design Engineering	Perteet Inc	687.50
				Check Total:	4,769.10
43796	06/20/2016	General Fund	Office and Operating Supplies	Petty Cash Custodian	19.99
43796	06/20/2016	General Fund	Other Travel	Petty Cash Custodian	24.00
43796	06/20/2016	General Fund	Other Travel	Petty Cash Custodian	8.00
43796	06/20/2016	General Fund	Other Travel	Petty Cash Custodian	5.50
43796	06/20/2016	General Fund	Mileage	Petty Cash Custodian	16.02
43796	06/20/2016	General Fund	Small Tools & Minor Equipment	Petty Cash Custodian	53.66

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount	
43796	06/20/2016	General Fund	Postage	Petty Cash Custodian	18.78	
43796	06/20/2016	General Fund	Other Travel	Petty Cash Custodian	9.77	
43796	06/20/2016	General Fund	Human Svc-Family/Youth	Petty Cash Custodian	21.89	
43796	06/20/2016	General Fund	Mileage	Petty Cash Custodian	18.80	
43796	06/20/2016	General Fund	Office and Operating Supplies	Petty Cash Custodian	19.99	
43796	06/20/2016	Street Fund	Other Travel	Petty Cash Custodian	3.00	
43796	06/20/2016	General Fund	Burien Marketing Strategy	Petty Cash Custodian	11.94	
					Check Total:	231.34
43797	06/20/2016	General Fund	Prof. Svcs-Instructors	Chiara Pfeifer	120.00	
					Check Total:	120.00
43798	06/20/2016	General Fund	Operating Rentals and Leases	Pitney Bowes Inc	1,011.81	
					Check Total:	1,011.81
43799	06/20/2016	General Fund	Office and Operating Supplies	Pizza Gallery	93.57	
					Check Total:	93.57
43800	06/20/2016	General Fund	Office and Operating Supplies	Pacific Lamp & Supply Company	165.62	
					Check Total:	165.62
43801	06/20/2016	General Fund	Office and Operating Supplies	Play-Creation, Inc.	2,383.97	
					Check Total:	2,383.97
43802	06/20/2016	General Fund	Summer Youth	PARA LOS NINOS	4,250.00	
					Check Total:	4,250.00
43803	06/20/2016	General Fund	Quarterly Newsletter	Philips Publishing Group LLC	5,392.45	
					Check Total:	5,392.45
43804	06/20/2016	General Fund	Channel 21 Video Production	Puget Sound Access	1,491.92	
					Check Total:	1,491.92
43805	06/20/2016	General Fund	Utilities	Puget Sound Energy	26.68	

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
43805	06/20/2016	General Fund	Utilities	Puget Sound Energy	114.93
43805	06/20/2016	General Fund	Utilities	Puget Sound Energy	310.56
43805	06/20/2016	General Fund	Utilities	Puget Sound Energy	97.83
43805	06/20/2016	Street Fund	Utilities-Street Lighting	Puget Sound Energy	1,812.96
Check Total:					2,362.96
43806	06/20/2016	General Fund	Professional Services	Protect Youth Sports	96.00
Check Total:					96.00
43807	06/20/2016	General Fund	Office and Operating Supplies	R&R Party Rentals	302.82
Check Total:					302.82
43808	06/20/2016	General Fund	Refund Clearing Account -Parks	Shelly Watanabe	17.00
Check Total:					17.00
43809	06/20/2016	General Fund	Refund Clearing Account -Parks	Jen Falkenhagen	100.00
Check Total:					100.00
43810	06/20/2016	General Fund	Refund Clearing Account -Parks	Gayle Richardson	48.00
Check Total:					48.00
43811	06/20/2016	General Fund	Refund Clearing Account -Parks	Maria Cid	100.00
Check Total:					100.00
43812	06/20/2016	General Fund	Franchise Deposit	River Oaks Communications Corp	796.50
Check Total:					796.50
43813	06/20/2016	General Fund	Instructors Prof Svcs	Charanjiv Sachar	650.00
Check Total:					650.00
43814	06/20/2016	General Fund	Repairs and Maintenance	Safety Team Inc.	152.04

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount	
					Check Total:	152.04
43815	06/20/2016	General Fund	Office and Operating Supplies	Safeway/Albertsons Inc	4.49	
43815	06/20/2016	General Fund	Office and Operating Supplies	Safeway/Albertsons Inc	1.98	
43815	06/20/2016	General Fund	Office and Operating Supplies	Safeway/Albertsons Inc	92.42	
43815	06/20/2016	General Fund	Office and Operating Supplies	Safeway/Albertsons Inc	65.67	
43815	06/20/2016	General Fund	Office and Operating Supplies	Safeway/Albertsons Inc	24.63	
43815	06/20/2016	General Fund	Office and Operating Supplies	Safeway/Albertsons Inc	55.86	
					Check Total:	245.05
43816	06/20/2016	General Fund	Human Svc-Family/Youth	Sandstone Inn and Airport Park	122.56	
43816	06/20/2016	General Fund	Human Svc-Family/Youth	Sandstone Inn and Airport Park	50.00	
43816	06/20/2016	General Fund	Human Svc-Family/Youth	Sandstone Inn and Airport Park	50.00	
43816	06/20/2016	General Fund	Human Svc-Family/Youth	Sandstone Inn and Airport Park	100.00	
43816	06/20/2016	General Fund	Human Svc-Family/Youth	Sandstone Inn and Airport Park	50.00	
43816	06/20/2016	General Fund	Human Svc-Family/Youth	Sandstone Inn and Airport Park	100.00	
					Check Total:	472.56
43817	06/20/2016	General Fund	Office and Operating Supplies	School Specialty Inc.	253.21	
					Check Total:	253.21
43818	06/20/2016	General Fund	Jail Contracts	SCORE	59,922.67	
					Check Total:	59,922.67
43819	06/20/2016	General Fund	Advertising	Seattle Times	118.19	
43819	06/20/2016	Transportation CIP	Project Development	Seattle Times	410.32	
43819	06/20/2016	General Fund	Advertising	Seattle Times	180.63	
43819	06/20/2016	General Fund	Advertising/Legal Publications	Seattle Times	150.00	
43819	06/20/2016	General Fund	Advertising/Legal Publications	Seattle Times	150.00	
43819	06/20/2016	General Fund	Advertising	Seattle Times	325.54	
43819	06/20/2016	General Fund	Advertising/Legal Publications	Seattle Times	95.89	
43819	06/20/2016	General Fund	Advertising	Seattle Times	113.73	
43819	06/20/2016	General Fund	Advertising	Seattle Times	84.74	
43819	06/20/2016	Transportation CIP	Project Development	Seattle Times	160.56	
					Check Total:	1,789.60
43820	06/20/2016	General Fund	Computer Consultant Prof Svcs	SEITEL Systems, LLC	3,460.50	

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	3,460.50
43821	06/20/2016	General Fund	Repairs and Maintenance	Sequoyah Electric LLC	4,323.15
				Check Total:	4,323.15
43822	06/20/2016	General Fund	Domestic Violence Advocate	Nancy Shattuck	1,836.00
				Check Total:	1,836.00
43823	06/20/2016	General Fund	Office and Operating Supplies	Secretary of State	57.60
				Check Total:	57.60
43824	06/20/2016	General Fund	Utilities	Southwest Suburban Sewer Dist.	63.00
				Check Total:	63.00
43825	06/20/2016	General Fund	Instructors Prof Svcs	John Arnold Taylor	864.00
				Check Total:	864.00
43826	06/20/2016	Transportation CIP	Design Engineering	The Blueline Group LLC	9,741.63
				Check Total:	9,741.63
43827	06/20/2016	General Fund	Telephone/Internet	TelSpan Inc	22.21
				Check Total:	22.21
43828	06/20/2016	General Fund	Instructors Prof Svcs	Debra A Thoma	300.00
43828	06/20/2016	General Fund	Instructors Prof Svcs	Debra A Thoma	187.50
				Check Total:	487.50
43829	06/20/2016	Surface Water Management Fund	Repairs and Maint-Pump Station	Utilities Service Co Inc	1,185.89
				Check Total:	1,185.89
43830	06/20/2016	General Fund	Professional Services	Robert Wagner	5,137.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	5,137.00
43831	06/20/2016	General Fund	Criminal Prosecution Services	Walls Law Firm	15,833.00
				Check Total:	15,833.00
43832	06/20/2016	General Fund	Utilities	King County Water Dist. No 20	41.00
43832	06/20/2016	General Fund	Utilities	King County Water Dist. No 20	3,890.26
43832	06/20/2016	General Fund	Utilities	King County Water Dist. No 20	283.73
				Check Total:	4,214.99
43833	06/20/2016	General Fund	Probatn/Public Defindr Screenng	Tammy Weigel	840.00
				Check Total:	840.00
43834	06/20/2016	General Fund	Subscriptions and Publications	West Payment Center	623.86
				Check Total:	623.86
43835	06/20/2016	Surface Water Management Fund	Office and Operating Supplies	Wilbur-Ellis Company	472.34
				Check Total:	472.34
43836	06/20/2016	Street Fund	Office and Operating Supplies	Windmill Gardens LLC	8,853.30
				Check Total:	8,853.30
43837	06/20/2016	General Fund	Jury and Witness Fees	Richard Hill	11.08
				Check Total:	11.08
43838	06/20/2016	General Fund	Jury and Witness Fees	Bob Lauderbach	15.65
				Check Total:	15.65
43839	06/20/2016	General Fund	Jury and Witness Fees	Willa Taulolo Jr	12.83
				Check Total:	12.83
43840	06/20/2016	General Fund	Office and Operating Supplies	Walter E Nelson Co	603.73

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
43840	06/20/2016	General Fund	Office and Operating Supplies	Walter E Nelson Co	301.86
43840	06/20/2016	General Fund	Office and Operating Supplies	Walter E Nelson Co	100.62
					Check Total: 1,006.21
43841	06/20/2016	General Fund	State Lobbying Services	Jennifer Ziegler	3,625.00
					Check Total: 3,625.00
					Report Total: 4,824,792.92

DRAFT



CITY COUNCIL STUDY SESSION MINUTES

May 23, 2016

7:00 pm

**400 SW 152nd Street, 1st Floor
Burien, Washington 98166**

CALL TO ORDER

Mayor Krakowiak called the Study Session of the Burien City Council to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Krakowiak led the Pledge of Allegiance.

ROLL CALL

Present: Mayor Lucy Krakowiak, Deputy Mayor Bob Edgar, Councilmembers Stephen Armstrong, Austin Bell, Nancy Tosta and Debi Wagner. Councilmember Lauren Berkowitz was excused.

Administrative staff present: City Manager Kamuron Guroi; Police Chief Scott Kimerer; City Attorney Soojin Kim; Economic Development Manager Dan Trimble; Community Development Director Chip Davis; and, City Clerk Monica Lusk.

CORRESPONDENCE TO THE COUNCIL

- a. Letter Dated April 4, 2016, from Roger DeLorm with Response from City Clerk Monica Lusk.
- b. Letter Dated April 4, 2016, from Roger DeLorm with Response from City Clerk Monica Lusk.
- c. Response from Assistant Public Works Director Brian Roberts to Email Dated May 6, 2016, from Brian Gill.
- d. Email Dated May 17, 2016, from Daniell Brown.
- e. Email Dated May 18, 2016, from John Serratore, DVM.

DISCUSSION ITEMS

Briefing and Discussion on Relative Cost and Levels of Animal Services Provided by Regional Animal Services of King County (RASKC) and Burien Community Animal Resources and Education Society (CARES).

Public Comment

Ray Helms, Burien

John Upthegrove, 1808 SW 156th St., Burien

Marlene Moore, 233 SW 154th St., Burien

John Upthegrove, 1808 SW 156th St., Burien

Sheri, 1229 SW 126th St., Burien

Ed Dacy, 2016 SW 146th St., Burien

Ben Doris, SW 136th Street and Ambaum Blvd. SW, Burien

Verna Seal, Tukwila City Council Member

Amy Miller, 15801 4th Ave. S., Burien
Maryanne Hudson, 110 SW 116th St., Seattle
Anna Denton, 14654 8th Ave. SW, Burien
Erin Collins, 14671 22nd Ave. SW, Burien
Chestine Edgar, 1811 SW 152nd St., Burien
Peter Mitchell, 13826 9th Place, Burien
Rachel Levine, 430 S. 124th St., Burien
Kate Bysheim, 12819 2nd Ave. S., Burien
Lee Henderson, Burien
Leanna Henderson, 14447 11th Ave. SW, Burien
Katrina Doone, Tukwila
Jennifer, 26th Ave. SW, Burien
Alena Robbins, 10617 28th Ave. SW, Unincorporated King County
Lynda Isernio, Burien
Sydnee Pardee
John White, 14645 25th Ave. SW, Burien
Barb Watson, 156th Ave. SW, Burien
No name given, 411 Morris Ave. S., Renton
Kellie Bassen, Founder of B-Town D.O.G.
Laura Stiles, 16239 12th Ave. SW, Burien
Quinton Thompson, P.O. Box 98484, Seattle
Jarrod Sessler, Burien

Direction/Action

Councilmembers reached consensus to place on the June 6, 2016, Agenda a continued discussion on relative cost and levels of animal services provided by Regional Animal Services of King County (RASKC) and Burien Community Animal Resources and Education Society (CARES).

Public Comment

John Upthegrove, 1808 SW 156th St., Burien
Marlene Moore, 233 SW 154th St., Burien
Chestine Edgar, 1811 SW 152nd St., Burien

Direction/Action

Mayor Krakowiak called a recess at 9:15 p.m. and reconvened the meeting at 9:25 p.m.

Public Comment

Maryanne Hudson, 110 SW 116th St., Seattle
Rob Johnson, 13422 6th Ave. S., Burien
Ms. Watson, 11th Ave. SW, Burien
Marlene Moore, 233 SW 154th St., Burien

Continued Update on the Downtown Mobility Study & City Parking Standards Recommendations.

Direction/Action

MOTION was made by Deputy Mayor Edgar, seconded by Councilmember Tosta, and passed unanimously to extend the meeting to 10:15 p.m.

Direction/Action

MOTION was made by Councilmember Tosta, seconded by Councilmember Armstrong, to extend the meeting to 10:30 p.m. **Motion** passed 4-2. Opposed, Mayor Krakowiak and Deputy Mayor Edgar.

Follow-up

Staff will examine the Mobility Study recommendations, reduction of in lieu fees, data from other cities, alternatives, business incentives that may not be around building parking stalls; provide the cost to build a parking stall; and, provide the Council with the information prior to referring it to the Planning Commission.

Public Comment

Dan Mathews, Kidder Mathews and Business and Economic Development Partnership Member

Darla Green, Burien business owner and resident

Dave Hawthorne, Hawthorne & Company CPAs President, Burien

Direction/Action

MOTION was made by Councilmember Tosta, seconded by Councilmember Bell, to extend the meeting to 10:45 p.m. **Motion** passed 4-2. Opposed, Mayor Krakowiak and Deputy Mayor Edgar.

Public Comment

John White, 14645 25th Ave. SW, Burien

Seattle Annexation of North Highline Area "Y" Information and Update.

Direction/Action

Councilmembers reached consensus to reschedule this item.

Review of Council Proposed Agenda Schedule.

Follow-up

Staff will check with the Council on its availability to hold a Special Meeting in June or July.

COUNCIL REPORTS

No reports were given.

ADJOURNMENT

Direction/Action

MOTION was made by Councilmember Wagner, seconded by Mayor Krakowiak, and passed unanimously to adjourn the meeting at 10:44 p.m.

Lucy Krakowiak, Mayor

Monica Lusk, City Clerk



CITY COUNCIL REGULAR MEETING MINUTES

June 6, 2016

6:30 p.m. – 7:00 p.m. Special Meeting – Reception Honoring
Citizen of the Year

7:00 p.m. Regular Meeting

400 SW 152nd Street, 1st Floor
Burien, Washington 98166

To hear Council's full discussion of a specific topic or the complete meeting, the following resources are available:

- Watch the video-stream available on the City website, www.burienwa.gov
- Check out a DVD of the Council Meeting from the Burien Library

SPECIAL MEETING

Mayor Krakowiak called the Special Meeting of the Burien City Council to order at 6:30 p.m. for the purpose of holding a reception honoring Citizen of the Year Cassidy Huff.

Present: Mayor Lucy Krakowiak, Deputy Mayor Bob Edgar, Councilmembers Stephen Armstrong, Austin Bell, Nancy Tosta and Debi Wagner. Councilmember Lauren Berkowitz was excused.

Administrative staff present: City Manager Kamuron Gurol; City Attorney Soojin Kim; Administrative Services Manager Angie Chaufy; Communications Officer Katie Trefry; Local Government Management Fellow Laura Crandall; Economic Development Manager Dan Trimble; Finance Director Kim Krause; Public Works Director Maiya Andrews; Assistant Public Works Director Brian Roberts; Community Development Director Chip Davis; Planner Chad Tibbits; and, City Clerk Monica Lusk.

Directlon/Actlon

Mayor Krakowiak read and presented a proclamation to Citizen of the Year Cassidy Huff.

The Special Meeting adjourned at 7:00 p.m.

CALL TO ORDER

Mayor Krakowiak called the Regular Meeting of the Burien City Council to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Krakowiak led the Pledge of Allegiance.

ROLL CALL

Present: Mayor Lucy Krakowiak, Deputy Mayor Bob Edgar, Councilmembers Stephen Armstrong, Austin Bell, Lauren Berkowitz (via telephone), Nancy Tosta and Debi Wagner.

Administrative staff present: City Manager Kamuron Gurol; Police Chief Scott Kimerer; City Attorney Soojin Kim; Administrative Services Manager Angie Chaufy; Communications Officer Katie Trefry; Local Government Management Fellow Laura Crandall; Economic Development Manager Dan Trimble; Finance Director Kim Krause; Public Works Director Maiya Andrews; Assistant Public Works Director Brian Roberts; Community Development Director Chip Davis; Planner Chad Tibbits; and, City Clerk Monica Lusk.

AGENDA CONFIRMATION

Direction/Action

Motion was made by Deputy Mayor Edgar, seconded by Councilmember Armstrong, to affirm the June 6, 2016, Agenda.

Direction/Action

Motion was made by Councilmember Tosta, seconded by Councilmember Armstrong, and passed unanimously to remove the May 23, 2016, Study Session Minutes from the Consent Agenda to review the follow up recommendations on Packet Page 87 related to the Mobility Study recommendations.

Direction/Action

A vote was taken on the main motion as amended and passed unanimously.

Direction/Action

Councilmembers reached consensus to move Business Agenda Item 8 "j" Discussion on Relative Cost and Levels of Animal Services and Council Direction on Provider Options to Business Agenda Item 8 "a" and reorder subsequent items.

PUBLIC COMMENT

Meg Van Wyk, 16203 25th Ave. SW, Burien (at 38 mins)

CORRESPONDENCE TO THE COUNCIL

- a. Letter Dated April 23, 2016, from Quinton Thompson.
- b. Letter Dated May 19, 2016, from Linda Plein with Response from City Clerk Monica Lusk.
- c. Email Dated May 23, 2016, from Nikki Sessler.
- d. Email Dated May 24, 2016, from Wade A. Pennington.
- e. Email Dated May 24, 2016, from Sara Whitmyre.
- f. Email Dated May 24, 2016, from Jackie Thompson.
- g. Email Dated May 24, 2016, from Anabel Adams DeRouin.
- h. Email Dated May 24, 2016, from Betsy McQuinn.
- i. Email Dated May 24, 2016, from Marianne Hudson.
- j. Email Dated May 25, 2016, from David Roberts.
- k. Email Dated May 26, 2016, from Nicki Garnett.
- l. Email Dated May 26, 2016, from Marcie Rhodes.
- m. Email Dated May 26, 2016, from Julia Styer.
- n. Email Dated May 26, 2016, from Debbi Altieri.
- o. Email Dated May 27, 2016, from Dona Baker.
- p. Email Dated May 28, 2016, from Susan Hood.
- q. Email Dated May 28, 2016, from Rebecca Carpenter.
- r. Email Dated May 30, 2016, from Susan Goding.
- s. Email Dated May 30, 2016, from Rachael Levine.
- t. Emails Dated May 30, 2016, from Brendan T. Freeman.

- u. Email Dated May 31, 2016, from Belle and Joe Leemans.
- v. Email Dated May 31, 2016, from Ray Helms.
- w. Email Dated May 31, 2016, from Mikel, Linda (Elfin) and Michael Sorenson.

CONSENT AGENDA

- a. Approval of Check Register: Check Numbers 43580-43705 in the Amount of \$282,385.97 for Payment on June 6, 2016; and, Payroll Salaries and Benefits Approval Check Numbers 6835-6843 for Direct Deposits and Wire Transfers in the Amount of \$274,495.14 for May 1-15, 2016, Paid on May 20, 2016.
- b. Approval of Minutes: Regular Meeting, May 16, 2016; and, Study Session, May 23, 2016.
- c. Motion to Adopt Ordinance No. 640, Relating to Shoreline Master Program.
- d. Motion to Adopt Ordinance No. Ordinance No. 638, Amending BMC Title 15, Buildings and Construction.

Direction/Action

Motion was made by Deputy Mayor Edgar, seconded by Councilmember Tosta, and passed unanimously to approve the June 6, 2016, Consent Agenda as amended under Agenda Confirmation to remove the May 23, 2016, Study Session Minutes.

BUSINESS AGENDA

Discussion on Relative Cost and Levels of Animal Services and Council Direction on Provider Options.

Public Comment

John Upthegrove, 1808 SW 156th St., Burien
Kate Bysheim, 12819 2nd Ave. S., Burien
Pamela Staeheli, 11812 4th Ave. S., Burien
Ed Dacy, 2016 SW 146th St., Burien
Rob Johnson, 13422 6th Ave. S., Burien
Michael Sorenson, 12609 2nd Ct. SW, Burien
Anna Denton, 14654 8th Ave. SW, Burien
Kim Hendricks, 2040 SW 151st St., Burien
Andrea Reay, 18427 2nd Ave. S., Burien
Laura Stiles, 16239 12th Ave. SW, Burien
Ray Helms, Burien
Mauri Urban (sp), 13232 Ambaum Blvd., Burien
Leanna Henderson, 14447 11th Ave. SW, Burien
Victoria Hall, 15226 26th Ave. SW, Burien
Sydney Pardee, 1002 S. 99th Place, Apt. #42, Seattle
Ann Bray
Ryan Biesheuvel, Renton
Marlene, representing Janette Cunningham
Quinton Thompson, P.O. Box 98484, Seattle
Joshua Sherbrooke

Direction/Action

Motion was made by Councilmember Tosta, seconded by Councilmember Armstrong, to direct staff to negotiate a contract with CARES to extend its services for animal control to the City of Burien to the end of 2017 for an amount not to exceed \$240,000. This contract will require quarterly reporting of services rendered based on accurate recording of calls and responses. Additionally, within the next three months, the City will fund a third review of CARES to be conducted by an outside veterinarian (e.g. Denise McVicker) that will identify needed improvements if any. CARES will make needed

improvements by January 2017. CARES will develop an estimate for 2018 services and beyond. City staff will continue to work with RASKC for an estimate of 2018 services no later than November 2017. **Motion** passed 4-3. Opposed, Mayor Krakowiak, Deputy Mayor Edgar and Councilmember Wagner.

Public Hearing and Discussion on the 2017 through 2022 Six-Year Transportation Improvement Program.

Mayor Krakowiak opened the public hearing at 8:27 p.m.

Ed Dacy, 2016 SW 146th St, Burien

There being no testimony, Mayor Krakowiak closed the public hearing at 8:30 p.m.

Direction/Action

Councilmembers reached consensus to place Resolution No. 374, adopting the 2017 through 2022 Six-Year Transportation Improvement Program on the June 20, 2016, Consent Agenda for adoption.

Motion to Adopt Proposed Ordinance No. 643, Approving the Final Plat of Boulevard Landing Subdivision.

Direction/Action

Motion was made by Deputy Mayor Edgar, seconded by Councilmember Tosta, and passed unanimously to adopt Ordinance No. 643, approving the Final Plat of Boulevard Landing Subdivision, and authorizing the Mayor to sign the Final Plat documents.

Motion to Appoint Voting Delegate to the 2016 Association of Washington Cities (AWC) Annual Business Meeting.

Direction/Action

Motion was made by Councilmember Tosta, seconded by Councilmember Wagner, and passed unanimously to endorse naming Councilmember Nancy Tosta, Deputy Mayor Bob Edgar and City Manager Kamuron Gurol as the City's voting delegates to the AWC Annual Business Meeting on June 23, 2016.

Discussion of Ordinance No. 641, Providing for the Issuance of Limited Tax General Obligation and Refunding Bonds.

Public Comment

No comments were given.

Direction/Action

Motion by Mayor Krakowiak, seconded by Deputy Mayor Edgar, and passed unanimously to adopt Ordinance No. 641, providing for the issuance of Limited Tax General Obligation and Refunding Bonds.

Direction/Action

Mayor Krakowiak called a recess at 8:54 p.m. and reconvened the meeting at 9:04 p.m.

Discussion and Potential Action to Adopt Proposed Ordinance No. 644, Amending the 2015-2016 Biennial Budget to Recognize Revenue for the Sale of the NERA Property and Appropriate Expenditures to Repay the 2013 Line of Credit.

Public Comment

No comments were given.

Direction/Action

Motion was made by Deputy Mayor Edgar, seconded by Councilmember Tosta, and passed unanimously to adopt Ordinance No. 644, amending the 2015-2016 Biennial Budget to recognize revenue for the sale of the NERA Property and to appropriate expenditures to repay the 2013 Line of Credit, Principle and Interest.

Follow-up

Staff will provide a detail of the expenses that were deducted from the sale price.

Discussion and Potential Action to Authorize Letter of Agreement with the U.S. Attorney's Office (USAO) Regarding City Hall/Library.

Direction/Action

Motion was made by Deputy Mayor Edgar, seconded by Councilmember Tosta, and passed unanimously to authorize the City Manager to execute the Letter Agreement with the USAO to resolve findings regarding the City Hall/Library building, the substance of which is attached to this agenda bill.

Discussion on Preliminary Ordinance 642, Granting a Franchise to Astound Broadband, LLC D/B/A Wave for installing Fiber Optic Cable in City Rights-of-Way.

Public Comment

No comments were given

Direction/Action

Councilmembers reached consensus to place Ordinance No. 642, granting a franchise to Astound Broadband, LLC D/B/A Wave for installing fiber optic cable in the City Rights-of-Way on the June 20, 2016, Consent Agenda for adoption.

Discussion on the Strategic Plan.

Public Comment

No comments were given.

Direction/Action

Councilmembers reached consensus to place the City of Burien Strategic Plan 2017-2020 on the June 20, 2016, Agenda for consideration.

Follow-up

Staff will strengthen the Strategic Plan language for Healthy Community 5 "a," and replace "address" with "reduce" in 7 "b" and "c."

Seattle Annexation of North Highline Area "Y" Information and Update.

Direction/Action

Motion was made by Deputy Mayor Edgar, seconded by Councilmember Armstrong, and passed unanimously to extend the meeting to 10:15 p.m.

Direction/Action

Motion was made by Councilmember Wagner, seconded by Councilmember Armstrong, to draft a letter in support of the King County Fire District #2's position to prepare it for the Washington State Boundary Review Board for King County.

Direction/Action

Councilmember Wagner withdrew her motion and the Council agreed with the withdrawal.

Direction/Action

Motion was made by Councilmember Wagner, seconded by Councilmember Armstrong, and passed unanimously to direct staff to draft a letter in support of the elements King County Fire District 2 is asking as adverse impacts to fire protection services.

Follow-up

Staff will provide the cost impacts for a replacement fire station and information on the current response times in northwest Burien.

Review of Council Proposed Agenda Schedule.

Direction/Action

MOTION was made by Councilmember Tosta, seconded by Councilmember Armstrong, and passed unanimously to extend the meeting to 10:30 p.m.

Follow-up

Staff will confirm the Councilmember's availability to attend a special meeting on July 25, 2016; and, schedule discussions on the impact fee payment deferral program on July 18, 2016, King County – Cities Climate Collaboration (K4C) Joint Letter of Commitment on July 18, 2016, and the significant tree ordinance on September 19, 2016.

Direction/Action

Councilmembers reached consensus to remove the discussion on managing community assets (White Center Library & Downtown Fire Station) from the Future Agenda Items (identified by Council).

COUNCIL REPORTS

Direction/Action

Councilmembers reached consensus for Councilmember Wagner to join the Port of Seattle Energy and Sustainability Policy Committee as one of the advisors to the committee.

Councilmember Wagner will provide a report on the North Highline Forum meeting that she attended.

Deputy Edgar stated he participated with the King County work team to remove invasive plants along the Miller Creek Trail in the Northeast Redevelopment Area (NERA).

Councilmember Tosta will provide a report on the Best Start for Kids/ Sound Cities Association (SCA) meeting that she attended.

CITY MANAGER'S REPORT

City Manager Gurol introduced Laura Crandall Local Government Management Fellow who has joined the City through the International City/County Management Association Fellowship Program.

ADJOURNMENT

MOTION was made by Deputy Mayor Edgar, seconded by Councilmember Tosta, and passed unanimously to adjourn the meeting at 10:28 p.m.

Lucy Krakowiak, Mayor

Monica Lusk, City Clerk

CITY OF BURIEN, WASHINGTON

RESOLUTION NO. 374

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, ADOPTING THE 2017 THROUGH 2022 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE CITY OF BURIEN

WHEREAS, State law (Ch. 35.77 RCW) requires cities to develop a Six-Year Transportation Improvement Program and update it annually; and

WHEREAS, in order for cities to compete for transportation funding grants from Federal and State sources, most granting agencies require that projects be included in the Transportation Improvement Program document; and

WHEREAS, as required by State law and after proper notice, the City Council held a public hearing at its regular meeting on June 6, 2016, to consider public testimony on the City's proposed 2017 through 2022 Six-Year Transportation Improvement Program; and

WHEREAS, the City Council finds it to be in the best interest of the City to adopt the proposed 2017 through 2022 Six-Year Transportation Improvement Program;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Adoption. The 2017 through 2022 Six-Year Transportation Improvement Program, which is set forth in the attached Exhibit A and which has been filed with the City Clerk, is hereby adopted.

Section 2. Effective Date. This resolution shall take effect immediately upon passage by the Burien City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, AT A REGULAR MEETING THEREOF THIS DAY OF JUNE, 2016.

CITY OF BURIEN

Lucy Krakowiak, Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:

Lisa Marshall, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No. 374

City of Burien, Washington

Six Year Transportation Improvement Program

2017 - 2022

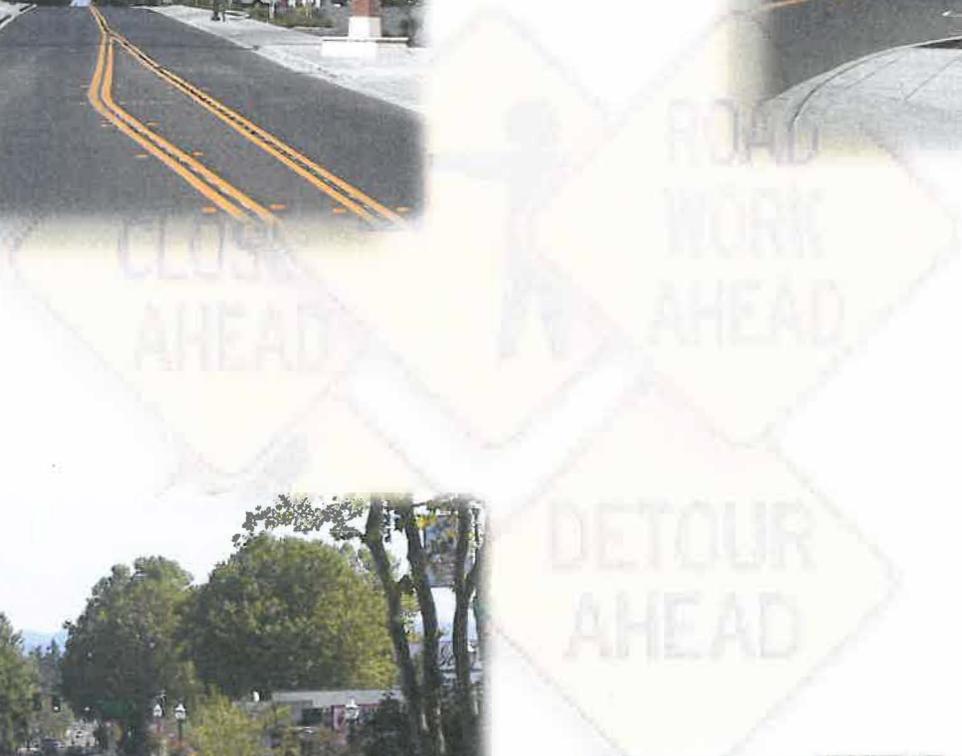


EXHIBIT-A

CITY OF BURIEN SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM 2017-2022

Introduction

The Six-Year Transportation Improvement Program (TIP) is a mid-range planning document that is annually updated based on needs and policies identified through a variety of sources. Project and financial development involve interactions with many groups and agencies at the local, regional, state, and federal levels. It represents Burien's current list of needed projects that may begin work in the next six years.

The primary importance of the Six Year TIP is to act as a planning tool for the development of transportation facilities within the City. It is used to coordinate transportation projects with our utility districts and other agencies. Staff has evaluated last year's TIP with respect to the new Transportation Master Plan to ensure that the new TIP is coordinated with the TMP's goals and the multimodal layered network concept. In most cases, local projects must be included in the TIP to be eligible for state and federal grant programs.

Mandated by State Law

State law requires that each city develop a local TIP and that it be updated annually (RCW 35.77.010). In order for cities to compete for transportation funding grants from Federal and State sources most granting agencies require that projects be included in the TIP.

City of Burien
Six Year Transportation Improvement Program
2017-2022

Project No.	Name of Project	Project Limit	Project Description	Potential Funding Sources	Priority, TMP Category*	Total Length of Street in feet	Cost
1.1	1st Avenue South-Phase 3	SW 128th to SW 140th Street	Reconstruct roadway to Principal Arterial standards, including pedestrian, stormwater detention and water quality facilities, center medians and left-turn lanes, signal improvements and interconnections, landscaping and irrigation, and driveway consolidation where feasible. Reconstruct intersection at SW 128th St. and add protected left-turn phasing at SW 136th St. intersections. Overhead to underground utility conversion. Major Drainage Replacement (MDR).	TIB PSRC	High A,F,P,T	4,000	10.5 M
1.2	1st Avenue South-Phase 4	SW 128th to SW 116th Street	Reconstruct roadway to Principal Arterial standards, including pedestrian, stormwater detention and water quality facilities, center medians and left-turn lanes, signal improvements and interconnections, landscaping and irrigation, and driveway consolidation where feasible. Overhead to underground utility conversion. MDR.	TIB PSRC	High A,F,P,T	4,000	11.4 M
5 (Program A)	S 136th Street	1st Avenue South to DMMD	Bicycle lanes on both sides. Repair inadequate and non-ADA portion of existing sidewalk and fill in gaps in sidewalk. Evaluate appropriate street tree options.	Legislature PSRC	High B,P	4,800	1.37M
6	SW 136th Street	1st Avenue South to Ambaum Blvd SW	Reconstruct road to include storm drainage, bike lanes, parking, curb, gutter and sidewalks.	Legislature PSRC TIB	High A,B,P	3,600	9.98M
13.0 (Programs A,G)	8th Avenue South	S 128th Street to S 136th St	Pedestrian access project. Sidewalk, curb and gutter, bike lanes, drainage, landscaping and illumination. Note: Consider phases along this corridor based on funding sources.	SRTS	High B,P	2,700	1.16M
13.1 (Programs A,G)	8th Avenue South	S 136th Street to Des Moines Memorial Dr	Reconstruct road to include curb, gutter, sidewalks, bicycle lanes, parking, drainage, landscaping, and illumination. Note: Consider phases along this corridor based on funding sources.		High A,B,P	5,300	16.8M

*A = Auto
 B = Bicycle
 F = Truck
 P = Pedestrian
 T = Transit

City of Burien
Six Year Transportation Improvement Program
2017-2022

Project No.	Name of Project	Project Limit	Project Description	Potential Funding Sources	Priority, TMP Category*	Total Length of Street in feet	Cost
14.0 (Program A)	South 152nd Street	1st Avenue South to 8th Ave S	Sidewalks on both sides of street. Fill in gaps in intermittent sidewalk and ensure implementation of American with Disabilities Act (ADA) standards. Bicycle lanes on both sides of street. Connect to Highline High School.	SRTS TIB	High B,P	2,700	1.26M
14.1	South 152nd Street	8th Ave S to Des Moines Memorial Dr	Existing three intersections (8th Ave S/S 152nd St, DMMD/8th Ave S, and S 152nd St/DMMD) should be evaluated for comprehensive revisions to improve safety and general awkwardness; consider elimination of an intersection.	City Economic Development TIB	High A,B,F,P	250	0.79M
17	Ambaum Blvd SW Corridor Study	SW 116th Street to 1st Avenue South	Ambaum Corridor Study of safety, capacity, & non-motorized issues.	City	High A,B,F,T	15,000	0.06M
20.0 (Program A)	4th Avenue SW	SW 156th Street to SW 160th St	Pedestrian access project. Sidewalk on east side, curb and gutter, bike lanes, drainage, landscaping and illumination.	SRTS	High B,P	1,370	1.37M
31	4th Avenue SW & SW 148th Street	Intersection	Upgrade existing signal to include an eastbound right-turn overlap phase and protected left turns. Consider combining with 32 for funding.	City METRO SCL	High A		2.25M
32	6th Ave SW & SW 148th Street	Intersection	New Signal to add interconnect and protected left turn. Overhead to underground utility conversion. MDR. Consider combining with 31 for funding.	City SCL	High A,P		1.5M

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 T = Transit

City of Burien
Six Year Transportation Improvement Program
2017-2022

Project No.	Name of Project	Project Limit	Project Description	Potential Funding Sources	Priority, TMP Category*	Total Length of Street in feet	Cost
35.C	SR 518/Des Moines Memorial Drive Eastbound Off-Ramp	Interchange	Construct eastbound off-ramp from SR 518 to Des Moines Memorial Drive DMMD. Note: Ensure design is consistent with the DMMD Corridor Management Plan.	FUNDED TIB PSRC Legislature	High A,F		12.6M
35.1	SR 518/Des Moines Memorial Drive Westbound On-Ramp	Interchange	Construct westbound on-ramp from SR 518 to DMMD. Note: Ensure design is consistent with the DMMD Corridor Management Plan.	TIB PSRC Legislature	High A,F		73.5M
37	Northeast Redevelopment Area (NERA)	NERA	Construct new streets and signals as envisioned in the Northeast Redevelopment Area (NERA) Plan. Improve and create pedestrian connections. Area generally bounded by 8th Ave S, S 138th St, Des Moines Memorial Drive and SR 518.	City FAA Developer	High A,F,P		3.68M
38 (Program A)	S 132nd St Trail Project	9th Ave S to 10th Ave S	Construct shared use path on S 132nd St, in unopened right of way between 9th Ave S to 10th Ave S. Evaluate lighting and signing.	FUNDED CDBG	High B,P	325	0.18M
39 (Program A)	Pedestrian and Bicycle Facilities	Citywide	Construct bicycle/pedestrian/shared use facilities in unopened rights of way that are not being used for, and not planned to be used for, vehicular access.	City CDBG SRTS	High B,P		0.06M
40 (Program A)	Pedestrian Access Near Schools Study	Citywide	Evaluate and prioritize pedestrian access needs near schools, giving consideration to parking and surface water impacts.	City	High B,P		0.06M

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F = Truck
P = Pedestrian
T = Transit

City of Burien
Six Year Transportation Improvement Program
2017-2022

Project No.	Name of Project	Project Limit	Project Description	Potential Funding Sources	Priority/ TMP Category*	Total Length of Street in feet	Cost
42 (Program A)	Pedestrian Improvements for Hilltop Elementary Military Road Crosswalk	12300 block	Rectangular Rapid Flashing Beacon (RRFB) and signage for existing school crossing.	FUNDED City CDBG SRTS	High B,P		0.05M
45	Speed Radar Signs	15200 block of southbound Maplewild Ave, 12000 block of 5th Ave S both directions	Install speed radar signs at selected locations.	City HSIP	High A		0.12M
46 (Program A)	S 132nd St Trail Completion	10th Ave S to 12th Ave S	Install a multi-use bike path on unopened right of way. Completes the physical connection for the 1st Ave S to DMMD neighborhood bikeway.	City CDBG PBP	High B,P	600	0.19M
47 (Program A)	SW 132nd St Trail Completion	1st Ave SW to 1st Ave S	Install a multi-use bike path on unopened right of way. Install a pedestrian-actuated HAWK signal on 1st Ave S. Completes the physical connection for the 8th Ave SW to 1st Ave S neighborhood bikeway.	City CDBG PBP	High B,P	300	0.73M
48 (Program A)	4th Ave SW Bike Lanes	SW 116th St to SW 128th St	Restripe 4th Ave SW to provide bike lanes and parallel parking	City	High A,B	4,000	0.03M
49 (Program A)	SW 152nd St Downtown Sharrows	10th Ave SW to 1st Ave S	Pavement markings to provide sharrow lanes and restripe parking for back-in angle parking.	City	High A,B	3,300	0.17M

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City of Burien
Six Year Transportation Improvement Program
2017-2022

Project No.	Name of Project	Project Limit	Project Description	Potential Funding Sources	Priority, TMP Category*	Total Length of Street in feet	Cost
51	S 116th St Mini Roundabout	24th Ave S	Reconfigure the intersection with a mini roundabout.	City	High A		0.18M
NEW 52	160th St Corridor Study	Des Moines Memorial Drive to 4th Ave SW	Analyze traffic operations on the 160th St corridor between DMMD and 4th Ave SW, focusing at the two closely spaced signalized intersections at 1st Ave S and the Ambaum Cutoff S. The study will identify changes to improve traffic operations and vehicle progression between the two intersections and along the corridor.	City	High A,B,F	3,800	0.050M
NEW 53 (Program A)	Pedestrian Improvements for 21st Ave SW Mid-Block Crosswalk	Between SW 152nd St and SW 154th St	Install a Rectangular Rapid Flashing Beacon and bulb-outs to serve the existing mid-block crosswalk.	CDBG	High B,P		0.080M
NEW 55	5th Ave S Traffic Calming	S 116th St to S 126th St	Evaluate and construct traffic calming features such as compact roundabouts at intersections, mid-block chicanes, narrowed lanes, and Integrated LID features.	City HSIP	High A,P	3,400	1.40 M
8	SW 144th Street and SW 146th Street	Ambaum Blvd SW to 21st Avenue SW	Reconstruct road to include storm drainage, bike lanes, curb, gutter and sidewalks.		Medium B,P	4,200	13.23M
9	21st Avenue SW	SW 146th to SW 164th Street	Reconstruct road including storm drainage, bicycle lanes, transit access, curb, gutter and sidewalks.		Medium B,P,T	6,780	2.46M

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City of Burien
Six Year Transportation Improvement Program
2017-2022

Project No.	Name of Project	Project Limit	Project Description	Potential Funding Sources	Priority, TMP Category*	Total Length of Street in feet	Cost
11	SW 152nd St	10th Avenue SW to 22nd Avenue SW	From 10th Avenue SW to 20th Avenue SW: curb and gutter; 6- foot sidewalk (evaluate parking at time of design or open house). Bicycle movement through this area shall be accommodated by shared bicycle/vehicle usage, and signage.		Medium B,P	4,000	12.6M
12	S 146th Street / S 144th Way	8th Avenue S to Des Moines Memorial Drive	Reconstruct road including storm drainage, curb, gutter and sidewalks, bicycle lanes or sharrows.	City FAA Developer	Medium A,B,P,T	2,530	7.98M
15 (Program A)	South and SW 146th St	Ambaum Blvd SW to 8th Avenue S	Repair existing sidewalks and ensure implementation of ADA standards for ramps, stripe bicycle lanes or sharrows.		Medium B,P	6,200	2.1M
18	16th Avenue SW	SW 160th to SW 168th Street	Reconstruct road including storm drainage, curb, gutter and sidewalks, bicycle lanes or sharrows. Major drainage replacement.		Medium B,P	2,728	8.61M
23	South Normandy Road	1st Avenue South to Des Moines Memorial Drive	Reconstruct road including storm drainage, curbs, gutters, bike lanes and sidewalks. Note: Consistent with DMMD corridor plan.		Medium B,P	1,900	7.73M
25 (Program A)	SW 150th St	1st Avenue South to Ambaum Blvd SW	Fill in gaps in intermittent sidewalk and ensure implementation of ADA standards for ramps.		Medium P	3,000	0.95M
29 (Program A)	SW 160th Street	2nd Avenue SW to 21st Avenue SW	Fill in gaps in intermittent sidewalk and ensure implementation of ADA standards for ramps, stripe bicycle lanes or sharrows.		Medium B,P	6,500	1.89M

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City of Burien
Six Year Transportation Improvement Program
2017-2022

Project No.	Name of Project	Project Limit	Project Description	Potential Funding Sources	Priority, TMP Category*	Total Length of Street in feet	Cost
33	8th Avenue S/S 146th St	Intersection	New Signal for NERA. Overhead to underground utility conversion. Signal improvement shall be evaluated as NERA develops to see if Manual of Uniform Traffic control Devices (MUTCD) signal warrants are met.	City FAA Developer	Medium A		0.32M
34	S 160th St / 509 Northbound Ramp	Interchange	Coordinate with Washington State Department of Transportation (WSDOT) for this interchange improvements (work with WSDOT to signalize)		Medium A,F		0.42M
44 (Program A)	S 156th St at 4th Ave S Pedestrian HAWK Signal	Intersection	Install a pedestrian-actuated signal to replace the always-on crosswalk beacon.	City SRTS	Medium P		0.15M
50 (Program A)	SW 128th St Road Diet	Ambaum Blvd to 1st Ave S	Restripe SW 128th St to provide one through lane in each direction with a median two way left turn lane, and dedicated left turn lanes at 4th Ave SW. Reconfigure the 4th Ave SW traffic signal for permitted left turns. Confirm future traffic operations meet standards prior to implementation.	City	Medium A	4,000	0.10M
NEW 54	Replacement Traffic Signal	1st Ave S at 152nd St	Replace the aging traffic signal poles, mast arms, signal heads, controller cabinet and service cabinet.	City, HSIP	Medium A		0.450M
2	Des Moines Memorial Drive (DMMD)	South 165th Street to Normandy Road	Reconstruct and widen roadway to 36-44 feet to include storm drainage, landscaping, bicycle lanes, street lighting, channelization, signal modification, and paving. Install curb, gutter, and sidewalks. Construct center two-way left turn lane and consolidate driveways in commercial area. Note: Consistent with Des Moines Memorial Drive corridor plan and Lake to Sound Trail.		Low A,B,P,T	3,676	12.6M

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City of Burien
Six Year Transportation Improvement Program
2017-2022

Project No.	Name of Project	Project Limit	Project Description	Potential Funding Sources	Priority, TMP Category*	Total Length of Street in feet	Cost
3	26th Avenue SW	SW 116th Street to Shorewood Drive SW	Reconstruct road to include curb and gutter, sidewalks, drainage, and landscaping, bicycle lanes or sharrows. Major Drainage Replacement MDR.		Low B,P	2,500	8.30M
4	Shorewood Drive SW	26th Avenue SW to Ambaum Blvd SW, including SW 130th Street	Road reconstruction, including storm drain improvements, pedestrian access, or other infrastructure that can be built within the existing pavement footprint located in the right-of-way of the City of Burien. Bicycle movement through this area shall consider uphill bike lane only or accommodated by shared bicycle/vehicle usage, and signage.		Low B,P	8,580	27.03M
7 (Program A)	8th Avenue SW	Ambaum Blvd SW to Sylvester Rd SW	Reconstruct road to include storm drainage, bike lanes, parking, curb, gutter and sidewalks.		Low A,B,P	4,800	15.12M
10	Marine View DR	SW 164th Street to 28th Avenue SW	Reconstruct road including storm drainage, bicycle lane, curb, gutter and sidewalks.		Low A,B	3,000	9.45M
13.05 (Programs A,G)	8th Avenue South	S 128th Street to S 136th St	Reconstruct road to include curb, gutter, sidewalks, bicycle lanes, parking, drainage, landscaping, and illumination. Note: Consider phases along this corridor based on funding sources.		Low A,B,P	2,700	7.35M
13.2 (Programs A,G)	8th Avenue South	S 112th Street to S 128th St	Pedestrian access project. Sidewalk, curb and gutter, bike lanes, drainage, landscaping and illumination. Note: Consider phases along this corridor based on funding sources.		Low B,P	5,300	16.8M
16 (Program A)	South 160th Street	1st Avenue South to Des Moines Memorial Drive	Fill in gaps in intermittent sidewalk and ensure implementation of ADA standards for ramps.		Low P	2,604	1.39M

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City of Burien
Six Year Transportation Improvement Program
2017-2022

Project No.	Name of Project	Project Limit	Project Description	Potential Funding Sources	Priority, TMP Category*	Total Length of Street in feet	Cost
19 (Program A)	SW 116th St	26th Avenue SW to 12th Avenue SW	Fill in gaps in intermittent sidewalk and ensure implementation of ADA standards for ramps, stripe bicycle lanes or sharrows.		Low B,P	3,790	0.84M
20.1 (Program A)	4th Avenue SW	SW 156th Street to SW 160th St	Reconstruct road including sidewalk on west side, storm drainage, curb, gutter, and sidewalks, sharrows.		Low B,P	1,370	4.2M
21 (Program A)	SW 159th Street and 19th Avenue SW	SW 21st Avenue to SW 160th St	Reconstruct road including storm drainage, street lighting, parking, curb, gutter, bike lanes and sidewalks.		Low A,B,P,T	700	2.21M
22 (Program A)	28th Avenue SW and SW 170th St	Marine View Drive to SW 22nd Avenue SW	Reconstruct road including storm drainage, pedestrian access, curb, gutter, bike lanes and sidewalks.		Low A,B,P	3,150	9.92M
24	S 174th Street / Des Moines Memorial Dr	1st Avenue S to 8th Avenue S	Reconstruct road including storm drainage, street lighting, curb, gutter, bike lanes and sidewalks. Overhead to underground utility conversion.		Low A,B,F,P,T	2,250	7.09M
26	Military Road S	S 128th St to Des Moines Memorial Drive	Reconstruct roadway to Principal Arterial standards, including pedestrian, stormwater detention and water quality facilities, center medians and left-turn lanes, signal improvements and interconnections, landscaping and irrigation, and driveway consolidation where feasible.		Low A,F,P,T	5,700	17.85M
27	SW 172nd St / Sylvester Rd SW	SW 171st Street to 16th Avenue SW	Road reconstruction, including storm drain improvements, pedestrian access, or other infrastructure that can be built within the existing pavement footprint located in the right-of-way of the City of Burien. Bicycle movement through this area shall be accommodated by shared bicycle/vehicle usage, and signage.		Low A,B,P	7,500	23.63M

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**City of Burien
Six Year Transportation Improvement Program
2017-2022**

Project No.	Name of Project	Project Limit	Project Description	Potential Funding Sources	Priority, TMP Category*	Total Length of Street in feet	Cost
28	Maplewild Avenue SW	22nd Avenue SW to SW 171st Street	Road reconstruction, including storm drain improvements, pedestrian access, or other infrastructure that can be built within the existing pavement footprint located in the right-of-way of the City of Burien. Bicycle movement through this area shall be accommodated by shared bicycle/vehicle usage, and signage.		Low A,B,P	9,700	30.45M
30	Sylvester Road SW	6th Avenue SW to 8th PI SW	Reconstruct road to include curb and gutter, sidewalks, bike lanes or sharrows, drainage, landscaping and illumination. Overhead to underground utility conversion.		Low A,B,P	1,900	5.99M
41 (Program A)	S 146th St at 5th PI S Intersection Improvements	Intersection	Evaluate stop control and/or pedestrian crossing enhancements in conjunction with final buildout of Matheson Park.	City	Low P		0.16M

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**City of Burien
Capital Programs
2016-2021**

Program No.	Name of Program	Program Description	Funding Sources
A	Pedestrian and Bicycle Facilities	A primarily grant-funded program to construct bicycle/pedestrian/shared use facilities throughout the City. Includes pedestrian actuated flashers and beacons.	Transportation CIP CDBG SRTS
B	Annual Overlay	Maintain and preserve the integrity of the City's existing roadway surface through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining. Projects are prioritized through the City Pavement Management System.	Transportation CIP
C	ADA Barrier Mitigation	Upgrades curb ramps, pedestrian push buttons and pedestrian access routes required by the Americans with Disabilities Act. Priorities established by the City's ADA Transition Plan.	Transportation CIP CDBG WSDOT
D	Guardrail and Safety Improvements	Upgrades existing guardrail or installs new where warranted. Includes supplemental signing and/or pavement markings.	Street Fund Street maintenance
E	Channelization Improvements	Maintenance of existing striping and pavement markings, or revisions and additions at selected locations not covered by Program A.	Street Fund Street maintenance
F	Traffic Signal Management	Maintain and operate traffic signals. Update outdated signal controllers and interconnect selected corridors with fiber optic cable. Evaluate signal controller cabinets for sight distance impacts.	Transportation CIP Street Fund Signal Maint & Operations
G	Street Lighting and Illumination Program	Operation, maintenance replacement and repair of street light systems. Includes capital upgrades and conversion to LED luminaires.	Street Fund Seattle City Light Puget Sound Energy
H	Residential Traffic Calming	A primarily grant-funded program to install recommended traffic calming facilities at identified locations around the City: pavement markings, speed bumps and tables, speed radar signs, traffic circles, chicanes, etc.	WSDOT TIB PBP SRTS CDBG

**CITY OF BURIEN, WASHINGTON
ORDINANCE NO. 642**

**AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON,
GRANTING A NON-EXCLUSIVE FRANCHISE TO ASTOUND
BROADBAND, LLC D/B/A WAVE, TO INSTALL, OPERATE AND
MAINTAIN FIBER OPTIC CABLES IN PUBLIC RIGHTS OF WAY OF
THE CITY OF BURIEN AND SETTING FORTH TERMS AND
CONDITIONS OF THE FRANCHISE**

WHEREAS, the City of Burien (“City”) is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate, and maintain fiber optic cables within the boundaries of the City; and

WHEREAS, Astound Broadband, LLC, a limited liability company organized and existing under the laws of the State of Washington (“Franchisee”) is a competitive telecommunications company providing telecommunication services, which desires to occupy City rights-of-ways to install, construct, operate, and maintain its telecommunications facilities and network for the purpose of providing services to its customers at locations within the City; and

WHEREAS, Franchisee has applied to the City for a non-exclusive franchise to enter, occupy, and use City rights-of-way to construct, install, operate, maintain, and repair fiber optic facilities to offer and provide telecommunications service for hire, sale, or resale in the City of Burien; and

WHEREAS, the Federal Communications Act of 1934, as amended by the 1996 Telecommunications Act relating to telecommunications providers, recognizes and provides local government authority to manage the public rights-of-way and to require fair and reasonable compensation on a competitively neutral and nondiscriminatory basis; and

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization required by the City, including without limitation, permits required in connection with construction activities in City rights-of-way, which must be administratively approved by the City after review of specific plans; and

WHEREAS, Franchisee shall be responsible for its actual costs in using, occupying and repairing City rights-of-way; and

WHEREAS, the City and Franchisee desire to effectuate good coordination of the use of the rights-of-way; and

WHEREAS, the public has had adequate notice and opportunity to comment on this franchise during a public proceeding; and

WHEREAS, the City Council finds that the franchise terms and conditions contained in this Ordinance are in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Definitions. For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will have the meaning ascribed to those words in the Burien Municipal Code (“BMC”) or in the Federal Communications Act of 1934 as amended, unless inconsistent herewith.

“Affiliate” means any Person who owns or controls, is owned by or controlled by, or is under common ownership or control with Franchisee.

“Cable Service” means the one-way transmission to subscribers of video programming or other programming service and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

“City” means the City of Burien.

“City Council” means the governing legislative body of the City.

“Conduit” means optical cable housing, jackets, or casing, and pipes, tubes, or tiles used for receiving and protecting wires, lines, cables, and communication and signal lines.

“Costs” means costs, expenses, and other financial obligations of any kind whatsoever.

“Dark Fiber” means properly functioning optical cable, which is not used or available for use by Franchisee or the general public.

“Effective Date” means five days following the publication of this Franchise or a summary thereof occurs in an official newspaper of the City as provided by law.

“Facilities” means, collectively, any and all telecommunications transmission systems and appurtenances owned by Franchisee, now and in the future, in the Franchise Area, including, but not limited to, wire, radio, optical cable, electromagnetic or other similar types of equipment, and related appurtenances, in any way comprising part of the System.

“FCC” means the Federal Communications Commission or its designated representative.

“Franchise Area” means the area within the jurisdictional boundaries of the City, including annexed area.

“Incremental Costs” means the actual and necessary costs incurred, which exceed costs that would have otherwise been incurred. Incremental costs shall not include any part, portion, or proration of costs, of any kind whatsoever, including without limitation overhead or labor costs that would have otherwise been incurred.

“Optical Cable” means wires, lines, cables and communication and signal lines used to convey communications by fiber optics.

“Person” means any individual, firm, partnership, association, corporation, company, or organization of any kind.

“Public Way” or “Right-of-Way” means any highway, street, road, sidewalk, alley, or other public right of way or public utility easement under the jurisdiction and control of the City, which has been acquired, established, dedicated, or devoted to such purposes.

“Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

“Telecommunications Applications Fees and Charges” means fees and charges related to right-of-way management, construction permit, permit design fee, building permit, encroachment permit, inspections, and pavement restoration.

“Telecommunications Service” means the offering of telecommunications for a fee directly to the public or to such classes of users as to be effectively available directly to the public, regardless of the Facilities used.

“Telecommunications System” or “System” means only those Facilities necessary for Franchisee to provide Telecommunications Service.

“Underground Facilities” means Facilities located under the surface of the ground, other than underground foundations or supports for overhead Facilities.

“Utility Poles” means poles, and crossarms, devices, and attachments directly affixed to such poles, which are used for the transmission and distribution of electrical energy, signals, or other methods of communication.

Section 2. Franchise - Grant and Authorization.

A. The City grants to Franchisee, subject to the terms and conditions of this Franchise, a non-exclusive franchise to enter, occupy, and use Public Ways for constructing, installing, operating, maintaining, repairing, and removing Telecommunications Facilities necessary to provide Telecommunications Services. Franchisee shall construct, install, operate, maintain, repair, and remove its Facilities at its expense, except as expressly provided otherwise in this Franchise, and in accordance with the Burien Municipal Code, including but not limited to the right-of-way use provisions and permitting requirements of Title 12 BMC.

B. Nothing in this Franchise grants authority to Franchisee to enter, occupy, or use City property, except Public Ways as provided in Section 2(A) above.

C. Any rights, privileges, and authority granted to Franchisee under this Franchise are subject to the legitimate rights of the police power of the City to adopt and enforce, in a reasonable and non-discriminatory manner, general ordinances necessary to protect the safety and welfare of the public, and nothing in this Franchise excuses Franchisee from its obligation to comply with all applicable general laws enacted by the City pursuant to such power. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City's police powers will be resolved in favor of the exercise of the City's police power.

D. Nothing in this Franchise excuses Franchisee of its obligation to identify its Facilities and proposed Facilities and their location or proposed location in the Public Ways and to obtain use and/or development authorization and permits from the City before entering, occupying, or using Public Ways to construct, install, operate, maintain, repair, or remove such Facilities.

E. Nothing in this Franchise excuses Franchisee of its obligation to comply with applicable City, Federal, State and local codes, rules, regulations, and published standards.

F. Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Franchisee of any obligation to pay lawfully imposed charges or fees.

G. Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction of Facilities or to modify Public Ways to accommodate Franchisee's Facilities.

H. Nothing in this Franchise grants authority to Franchisee to provide or offer Cable Service or be a multichannel video programming distributor ("MVPD").

I. Franchisee may use the wired Facilities authorized by this Franchise for the transmission of Telecommunications Service only as expressly provided in this Franchise.

J. Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third party user of Franchisee's Facilities or to otherwise recognize or create third party beneficiaries to this Franchise.

K. Nothing in this Franchise shall be construed to permit Franchisee to unlawfully enter or construct improvements upon the property or premises of another.

Section 3. Term. Authorization granted under this Franchise shall be for a period of five (5) years from the effective date of this Franchise. This shall be referred to as the primary term. The Franchise will automatically renew for one successive period of five (5) years unless cancelled at the end of the primary term by either party by written notice to the other party no less than 180 calendar days prior to the end of the primary term.

Section 4. Location, Colocation, and Relocation of Facilities.

A. Franchisee must place its Facilities underground except as otherwise expressly provided herein or in the Burien Municipal Code. Subject to the terms and conditions of this Franchise and the Burien Municipal Code, Franchisee may place optical cable, optical cable housing, and splicing connections on existing utility poles as overhead Facilities, if approved by the owner of the utility poles and if approved by the City. All other Facilities, including, without limitation, Facilities required to operate or maintain such optical cable, optical cable housing, and splicing connections must be underground Facilities if they are located in a Public Way, provided that this requirement shall not apply to Facilities excepted by BMC 12.40.040.

B. Franchisee's Facilities shall not interfere with the use of Public Ways or City property by the City, the general public, or other persons authorized to enter, occupy, or use Public Ways or City property. Whenever new Facilities will exhaust the capacity of a Public Way to reasonably accommodate future users or Facilities, the Franchisee shall provide nondiscriminatory access to its Facilities to future users and facilities. However, Franchisee shall not permit installations by others in the Franchise Area without written approval of the City, which approval shall not be in lieu of a franchise or other requirements of the City and shall not abrogate Franchisee's responsibility for compliance with this Franchise by third party users of the Telecommunications System.

C. Franchisee shall not impair or damage any City property, Public Way, other ways, or other property, whether publicly or privately owned.

D. Franchisee shall provide the City with information in such form requested by the City, which accurately reflects the horizontal and vertical location and configuration of all of Franchisee's Facilities. Franchisee shall provide the City with updated information upon request by the City.

E. Franchisee shall relocate its Facilities at the request of the City, whenever there is construction, alteration, repair or improvement of a Public Way. Franchisee shall complete the relocation by the date specified by the City, unless the City in its sole discretion establishes a later date for completion, after a showing by Franchisee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. Franchisee shall relocate its Facilities at its expense when such relocation is necessary for the benefit of the general public, but when such relocation is primarily for the benefit of a private party or parties, Franchisee shall be reimbursed by the private party or parties in accordance with RCW 35.99.060.

F. Franchisee shall relocate its Facilities at its expense at the request of the City in the event of an unforeseen emergency that creates an immediate threat to the public safety, health or welfare.

G. Franchisee shall install its Facilities in alleys rather than streets, wherever economically reasonable and technically feasible, unless otherwise authorized by the Public Works Director.

H. Prior to installation, alteration or maintenance of its Facilities in the Public Way,

Franchisee shall provide the City with a work schedule and a map showing the planned location of the Facilities. Upon completion of the work, Franchisee shall provide the City with as-built maps showing the final location of the Facilities. If requested, Franchisee shall also provide the City an electronic format of aerial and underground Facilities in relation to the Right-of-Way centerline to enable the City to add this information to the City's GIS program.

Section 5. Poles, Conduit, Structures, and Property Owned by Others. Franchisee shall obtain written approval from the owners of utility poles, conduit, structures, and property not owned by Franchisee, prior to attaching to or otherwise using such poles, conduit, structures or property, and shall provide proof of such approval to the satisfaction of the City. Where the City owns the utility poles, conduit, or structures, the Franchisee shall comply with City Code provisions as required for a specific project plan and permit submittal and shall enter into a separate lease or license agreement with the City. The City makes no representation and assumes no responsibility for the availability of utility poles, structures, and property owned by third parties for the installation of Franchisee's Facilities. The City shall not be liable for the unavailability of utility poles, structures, and property owned by the City or third parties for any reason whatsoever. The installation of Facilities by Franchisee on or in the poles, structures, or property owned by others shall be subject to and limited by the owner's authority to enter, occupy, and use Public Ways. In the event that the authority of the owner of poles, structures, or property to enter, occupy, and use the Public Ways either expires, terminates, or is cancelled, the authority of Franchisee to construct, install, operate, maintain, and repair Franchisee's Facilities at such locations may be immediately cancelled at the sole option of the City. The City shall not be liable for the costs of removal of Facilities arising from expiration, termination, or cancellation of any pole owner's authority to enter, occupy, or use Public Ways for any reason whatsoever.

Section 6. Construction and Installation Requirements.

A. The technical performance of the Facilities must meet or exceed all applicable technical standards authorized or required by applicable law, regardless of the transmission technology utilized. The City shall have the full authority permitted by applicable law to enforce compliance with such technical standards.

B. All Facilities shall be installed in accordance with the best engineering, quality, and construction practices and standards of the telecommunications industry.

C. All Facilities shall be constructed and installed in such manner and at such points so as not to materially inconvenience City or public use of the Public Ways or to adversely affect the public health, safety or welfare and in conformity with plans approved by the City, except in instances in which deviation may be allowed by the City.

D. Franchisee's installations and operations shall conform to all federal, state, local, and industry codes, rules, regulations, published standards and laws. Franchisee must cease work immediately, if the City determines that Franchisee is not in compliance with such codes, rules, regulations, standards or laws, and may not begin or resume work until the City determines that

Franchisee is in compliance. The City shall not be liable for any costs arising out of delays occurring as a result of such work stoppage.

E. The Telecommunications System constructed, maintained and operated pursuant to this Franchise shall be so constructed, maintained and operated in accordance with all applicable engineering codes adopted or approved by the City, State of Washington, federal government, and/or engineering profession and in accordance with any applicable statutes of the State of Washington, rules and regulations of the applicable Washington regulatory authority, ordinances of the City, or regulations of any other governmental regulatory commission, board or agency having jurisdiction over Franchisee.

F. Franchisee shall have the sole responsibility for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair or expand the System, and to construct, maintain and repair any part thereof, including right-of-way use permits under Title 12 BMC.

G. Franchisee or its designee shall give prior written notice and shall obtain approval from the City for all tree trimming work as provided in Title 12 BMC. The City agrees to either approve of Franchisee's request or to meet with Franchisee to review the proposed tree trimming within 2 business days of the receipt of Franchisee's written notice. Franchisee takes full responsibility for removing debris when the work is complete. All tree trimming under this section is to be done at the sole expense and responsibility of Franchisee. Franchisee is solely responsible for property or tree damage caused by it and must fully restore any such property or tree damage when so requested by the City. In an emergency, Franchisee or its designee shall have the right to trim trees without prior approval from the City. Trimming of trees and shrubbery within or overhanging the Public Ways to prevent contact with Franchisee's Facilities shall be done in such a manner to cause the minimum amount of damage to trees and shrubs. If trees or shrubbery are excessively damaged as a result of the work undertaken by or on behalf of Franchisee, Franchisee shall submit to the City its plan to preserve the trees or shrubbery or to remove and replace the trees or shrubbery with landscaping of equal value or to pay the City the value of the trees or shrubbery prior to the damage or removal, as determined acceptable by the Public Works Director or other authorized agent of the City. Any trimming or removal of trees or shrubs shall be done in full compliance with the City's ordinances and all other laws or regulations of the City.

H. Neither approval of plans by the City nor any action or inaction by the City shall relieve Franchisee of any duty, obligation, or responsibility for the design, construction, and installation of its Facilities. Franchisee is solely responsible for the supervision, condition, and quality of the work done, whether it is performed by itself or by its contractors, agents, or assigns.

I. Except as to emergency repairs, Franchisee shall, prior to excavating within any street, alley or other public place and installing any conduit, overhead cable or equipment therein, file with the Public Works Director plans and specifications thereof showing the work to be done, the location and nature of the installation to be made, repaired or maintained, and a schedule showing the times of beginning and completion and shall secure a permit from the City before proceeding with any such work. The Franchisee shall conform to all requirements of the City Code and

regulations adopted pursuant thereto, as such requirements and regulations currently exist or may be amended.

J. All construction and/or maintenance work as provided herein shall be performed in conformity with the plans and specifications filed with the City and with the permit or permits issued, except in instances in which deviation may be allowed thereafter in writing pursuant to an application by the Franchisee.

K. Excavation work requiring permission from the City shall only commence upon the issuance of applicable permits by the City. However, in the event of an emergency requiring immediate action by Franchisee for the protection of the Facilities, City property, or other persons or property, Franchisee may proceed without first obtaining the normally required permits. In such event Franchisee must: (1) take all necessary and prudent steps to protect, support, and keep safe from harm the Facilities or any part thereof, City property, or other persons or property and to protect the public health, safety, and welfare; and (2) as soon as possible thereafter, must obtain the required permits and comply with any mitigation requirements or other conditions in the after-the-fact permit.

L. Unless a condition or regulation is in conflict with a federal or state requirement, the City may condition the granting of any permit or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the public right-of-way or the City's property, including, by way of example and not limitation, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic, and protecting right-of-way improvements, private facilities, and public safety.

M. Whenever necessary, after construction or maintenance of any of Franchisee's Facilities within the Right-of-Way, the Franchisee shall, without delay and at Franchisee's sole expense, remove all debris and restore the surface disturbed by Franchisee as nearly as possible to as good or better condition as it was in before the work began. Franchisee shall replace any property corner monuments, survey references, or equipment, which were disturbed or destroyed during Franchisee's work in the Right-of-Way. Such restoration shall be done in a manner consistent with applicable codes and laws and to the City's satisfaction and specifications.

N. Upon request, Franchisee shall provide the City maps showing the size and location of the Facilities within the Franchise Area in a format acceptable to the City, subject to the City's agreement to maintain the confidentiality of such information to the extent allowed by law. The City agrees that it will comply with applicable state law regarding public disclosure of Franchisee's maps and information and will withhold such disclosure from any third party to the extent allowed by law. Any map or information furnished to the City pursuant to this Franchise shall remain the Franchisee's proprietary information for all purposes to the extent allowed by law. Franchisee shall provide locates and field verify its Facilities at no cost to the City in accordance with RCW 19.122.

O. Franchisee shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the Franchise area, including safety of all persons and property during the performance of any work.

P. Franchisee shall at all times keep up-to-date maps and records showing the location and sizes of all Franchisee Facilities installed by it in the Franchise Area. Such maps and records shall be subject to inspection at all reasonable times by proper officials or agents of said City. Franchisee shall provide at the City's request a copy of Facilities maps for the City's use.

Q. All of Franchisee's underground Facilities shall be installed in accordance with current City regulations and project permit requirements. Unless otherwise approved by the Public Works Director, underground Facilities must maintain ten (10) parallel feet of separation from water and sewer mains in accordance with the City's Road Design and Construction Standards. Franchisee shall restore the Public Way to pre-construction condition or better. Franchisee agrees to pay all costs and expenditures required on Rights-of-Way as a result of settling, subsidence, or any other need for repairs or maintenance resulting from excavations made by Franchisee for necessary trench patch maintenance until the next paving job. Favorable weather conditions permitting, Franchisee agrees to repair Rights-of-Way as a result of settling, subsidence, or other needed repairs or maintenance resulting from excavations made by the Franchisee upon forty-eight (48) hours' notice excluding weekends and holidays. If Franchisee fails to undertake such repairs as herein provided, the City may perform the repairs at Franchisee's expense.

R. Franchisee shall notify and provide documentation to the City in advance of any work in the Right-of-Way that involves excavation and/or street cuts. Design review is not required where trenching does not occur or for routine repair and maintenance.

Section 7. Coordination of Construction and Installation Activities and Other Work.

A. Franchisee shall coordinate its construction and installation activities and other work with the City and other users of the Public Ways at least annually or as determined by the City.

B. All construction or installation locations, activities and schedules shall be coordinated, as ordered by the City, to minimize public inconvenience, disruption or damages.

C. Franchisee shall conduct its construction and installation activities at all times so as to maximize the life and usefulness of the paving and municipal infrastructure and to anticipate and avoid conflicts with the facilities of other users, occupants, utilities, franchisees, or permittees of the Public Ways.

D. Franchisee shall, in its reasonable discretion, make available and accept the colocation of property of others within trenches excavated or used by Franchisee in the Public Ways, provided the costs of the work are fairly allocated between the parties.

Upon notification by the City, Franchisee shall participate, along with other utilities that are subject to the same procedures set forth in this section, in joint utility trenches associated with City capital projects. The Franchisee shall provide duct and vault plans, specifications and bid schedule for its Facilities at its own expense for participation in joint utility trenches associated with City capital projects. Franchisee's utility undergrounding plans, specifications and bid

schedule will be incorporated into the City's bid package, and will be bid as a unique schedule within the capital project.

The bid results from the overall lowest responsive responsible bidder will be shared with the Franchisee for acceptance. Said acceptance shall not be unreasonably withheld. The City will award the capital project contract to the bidder that provided the overall lowest responsive responsible bid for all bid schedules combined.

Upon completion of the duct and vault system, the Franchisee shall participate in a final walk through with the City and the City's Contractor, in order to generate punch list items based on the plans and specifications of the Franchisee's bid schedule. Upon correction of the punch list items by the City, the Franchisee shall submit written acceptance of ownership of the duct and vault system. Said acceptance shall not be unreasonably withheld. Upon acceptance, the Franchisee shall install its underground facilities in the duct and vault, transfer service to the underground system, and, in coordination with pole owners, wreck out its obsolete aerial facilities without delay to the capital project.

Upon Franchisee's acceptance of the duct and vault the City will invoice the Franchisee for its pro-rata share of the joint utility trench expenses. Payment shall be made within 30 days of receipt of the City's invoice.

E. The City shall give reasonable advance notice to Franchisee of plans to open Public Ways for construction or installation in locations where Franchisee has Facilities; provided, however, the City shall not be liable for damages for failure to provide such notice. When such notice has been given, Franchisee shall provide information requested by the City regarding Franchisee's future plans for use of the Public Way to be opened. When notice has been given, Franchisee may only construct or install Facilities during such period that the City has opened the Public Way for construction or installation.

Section 8. Temporary Removal, Adjustment, or Alteration of Facilities.

A. Upon reasonable notice from the City, Franchisee shall temporarily remove, adjust, or alter the position of its Facilities at its cost at the request of the City for public projects, events, or other public operations or purposes.

B. Whenever any Person has obtained permission from the City to use any Right-of-Way for the purpose of moving any building or other oversized structure, and upon 14 days' written notice from the City or the permittee, provided the permittee shows sufficient evidence of a valid City permit, Franchisee shall raise or remove, at the expense of the permittee, any of Franchisee's Facilities that may obstruct the movement thereof, provided that the moving of such building or structure shall be done in accordance with the regulations and ordinances of the City.

Section 9. Safety and Maintenance Requirements.

A. All work authorized and required under this Franchise shall be performed in a safe, thorough, and workmanlike manner.

B. Franchisee, in accordance with applicable federal, state, and local laws, shall at all times employ necessary care and shall use commonly accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to occur. All Facilities, wherever situated or located, shall at all times be kept in a good, safe, and suitable condition. If the City finds that Franchisee is responsible for a violation of a federal, state or local safety code or other applicable regulation, the City may, after discussion with Franchisee, establish a reasonable time for Franchisee to make necessary repairs. If the repairs are not made within the established time frame, the City may make the repairs itself at the cost of the Franchisee or have them made at the cost of Franchisee.

C. If Franchisee fails to timely commence, pursue, or complete any work as required by law, permit, or this Franchise, the City may at its discretion cause the work to be done. Franchisee shall pay to the City the reasonable and documented actual costs of the work in an itemized report provided by the City to Franchisee within 30 days after receipt of such report. In performing such work, the City shall not be liable to Franchisee for any damage.

D. Franchisee or any Person acting on its behalf shall provide a traffic control plan that conforms to the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). Said plan shall use suitable barricades, flags, flaggers, lights, flares, and other measures as required for the safety of all members of the public during the performance of work in Public Ways, in order to prevent injury or damage to any person, vehicle, or property. Franchisee shall implement and comply with its approved traffic control plan during execution of its work. The traffic control plan shall be developed and kept on site in Franchisee's possession for all work impacting vehicular and pedestrian traffic.

E. Franchisee shall maintain its Facilities in proper working order. Franchisee shall restore its Facilities to proper working order upon receipt of notice from the City that Facilities are not in proper working order. The City may, after discussion with Franchisee, establish a reasonable time for Franchisee to restore its Facilities to proper working order. If the Facilities are not restored to proper working order within the established time frame, the City may restore the Facilities to proper working order or have them restored at the cost of Franchisee.

F. The City shall have the right to inspect all construction and installation work performed by Franchisee pursuant to this Franchise to the extent necessary to ensure compliance by Franchisee.

G. The City reserves the right to install, and permit to be installed, sewer, electric, phone, gas, water and other pipelines, cables, conduits and related appurtenances and to do, or permit to be done, any underground or overhead work in, across, along, over or under a Public Way or other public place occupied by Franchisee. The City also reserves the right to construct new streets and public utilities and to alter the design of existing streets and public utilities. In performing such work, the City shall not be liable to Franchisee for any damage except to the extent of the City's negligence, but nothing herein shall relieve any other person or entity from the responsibility for damages to Franchisee's Facilities. The City will use its best efforts to provide Franchisee with reasonable advance notice of plans by other persons to open the Public Ways.

H. On notice from the City that any work is being performed contrary to the provisions herein, or in an unsafe or dangerous manner, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the City may issue a stop work order and Franchisee shall stop the work immediately. The City shall issue a stop work order in writing, unless given verbally in the case of an emergency, and provide the order to the individual doing the work or post it on the work site. A copy of the order shall be sent to Franchisee, and the order shall indicate the nature of the alleged violation or unsafe condition and the conditions under which Franchisee may resume work.

Section 10. Removal of Unauthorized Facilities. Within thirty (30) days following written notice from the City, Franchisee shall, at its expense, remove unauthorized Facilities and restore the Rights-of-Way and other property to as good a condition as existed prior to construction or installation of its Facilities. Any plan for removal of said Facilities must be approved by the City prior to such work. Facilities are unauthorized and subject to removal in the following circumstances:

A. Upon expiration, termination, or cancellation of this Franchise;

B. Upon abandonment of the Facilities, provided that Facilities shall be deemed abandoned if they are unused by Franchisee for a period of ninety (90) days;

C. If the Facilities were constructed or installed prior to the effective date of this Franchise; unless such Facilities were constructed or installed upon the condition of subsequent approval of this Franchise with the consent of the City;

D. If the Facilities were constructed, installed, operated, maintained, or repaired without the prior issuance of required use and/or development authorization and permits;

E. If the Facilities were constructed or installed or are operated, maintained or repaired in violation of the terms or conditions of this Franchise; or

F. If the Facilities are unauthorized for any reason whatsoever.

Section 11. Discontinuing Use/Abandonment of Facilities.

A. The City may in its sole discretion allow Franchisee to abandon its Facilities in place, provided that no Facilities may be abandoned in place without the express written consent of the City. Upon consensual abandonment in place of Facilities, the Facilities shall become property of the City, and Franchisee shall submit to the City an instrument in writing, to be approved by the City, transferring to the City the ownership of such Facilities. The failure of Franchisee to submit an instrument shall not prevent, delay, or impair transfer of ownership to the City.

B. Whenever Franchisee intends to discontinue using any Facility within the Rights-of-Way, Franchisee shall submit for the City's approval a complete description of the Facility and the date on which Franchisee intends to discontinue using the Facility. Franchisee may remove the

Facility or request that the City permit it to remain in place. Notwithstanding Franchisee's request that any such Facility remain in place, the City may require Franchisee to remove the Facility from the Right-of-Way or modify the Facility to protect the public health, welfare, safety, and convenience, or otherwise serve the public interest. The City may require Franchisee to perform a combination of modification and removal of the Facility. Franchisee shall complete such removal or modification in accordance with a schedule set by the City. Until such time as Franchisee removes or modifies the Facility as directed by the City, or until the rights to and responsibility for the Facility are accepted by another Person having authority to construct and maintain such Facility, Franchisee shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance of the Right-of-Way, in the same manner and degree as if the Facility were in active use, and Franchisee shall retain all liability for such Facility.

Section 12. Restoration of Public Ways and Other Property.

A. When Franchisee, or any person acting on its behalf, does any work in or affecting any Public Way or other property, it shall, at its own expense, promptly remove any obstructions therefrom and restore, at Franchisee's cost, such ways and property to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

B. If weather or other conditions do not permit the complete restoration required by this section, the Franchisee shall temporarily restore the affected Public Ways or property. Such temporary restoration shall be at the Franchisee's cost, and Franchisee shall promptly undertake and complete the required permanent restoration, when the weather or other conditions no longer prevent such permanent restoration.

C. All restoration work is subject to inspection and final approval by the City. If restoration is not made to the satisfaction of the City within the established timeframe, the City may make the restoration itself at the cost of Franchisee or have them made at the cost of Franchisee.

Section 13. Use and/or Development Authorization and Permits. Franchisee shall obtain use, right-of-way construction, and/or development authorization and required permits from the City and all other appropriate regulatory authorities prior to constructing or installing Facilities or performing other work in a Public Way in accordance with the Burien Municipal Code, including but not limited to Title 12 BMC.

A. Franchisee shall provide the information for all Facilities that it proposes to construct or install as set forth in BMC 12.18.040.

B. The requirements of this section do not apply to repair or maintenance of a previously approved overhead facility, provided that the location and size of the previously approved facility is not materially changed, that no additional new Facilities are constructed or installed, that the repair or maintenance activities are conducted in accordance with good engineering, repair, and maintenance practices and do not interfere with the public use of the Public Ways or adversely affect public health, safety, or welfare, that maintenance or repair activities conform to all federal, state, local, and industry codes, rules, regulations, and standards, and that the repair or maintenance activities comply with the City Code.

C. Franchisee shall not be granted development authorization or issued permits for construction or installation of new Facilities unless Franchisee is in full compliance with the provisions of this Franchise and all of Franchisee's existing Facilities have been expressly approved by the City in writing.

Section 14. Indemnification and Assumption of Risk.

A. Indemnification.

(1) Franchisee hereby releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, agents, and representatives against any and all claims, costs, damages, judgments, awards, attorneys' fees or liability, of any kind whatsoever, to any person, including claims by Franchisee's own employees from which Franchisee might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property caused by the acts or omissions of Franchisee, its officers, employees, agents or representatives.

(2) Franchisee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, agents, and representatives from any and all claims, costs, damages, judgments, awards, attorneys' fees or liability to any person arising out of Franchisee's exercise of the rights, privileges, or authority granted by this Franchise, which are made against the City, in whole or in part, due to the City's ownership or control of the Public Ways or other City property, by virtue of the City permitting the Franchisee's entry, occupancy or use of the Public Ways, or based upon the City's inspection or lack of inspection of work performed by Franchisee, its officers, employees, agents or representatives.

(3) These indemnification covenants include, but are not limited to, claims against the City arising as a result of the acts or omissions of Franchisee, its officers, employees, agents or representatives in barricading, instituting trench safety systems, or providing inadequate warnings of any excavation, construction, or work in any Public Way or other public place in performance of work or services permitted under this Franchise.

(4) Franchisee further agrees to indemnify, hold harmless and defend the City, its elected officials, officers, employees, agents, and representatives against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of the Franchisee's Facilities as the result of any interruption of service due to damage or destruction of the user's facilities caused by or arising out of damage or destruction of Franchisee's Facilities, except to the extent any such damage or destruction is caused by or arises from the active sole negligence or willful misconduct of the City.

(5) In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Franchisee and the City, Franchisee's liability hereunder shall be only to the extent of Franchisee's negligence.

(6) It is further specifically and expressly understood that the indemnification covenants provided herein constitute the Franchisee's waiver of immunity under Title 51 RCW. This waiver has been mutually negotiated by the parties.

(7) Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction or installation shall not be grounds for avoidance of any of these indemnification covenants. Said indemnification obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation.

(8) In the event that Franchisee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification covenants contained herein, and said refusal is subsequently determined by a court having jurisdiction, or such other tribunal that the parties shall agree to decide the matter, to have been a wrongful refusal on the part of Franchisee, then Franchisee shall pay and be responsible for all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under these indemnification covenants.

B. Assumption of Risk.

(1) Franchisee assumes the risk of damage to its Facilities located in the City's Public Ways from activities conducted by third parties or the City, its elected officials, officers, employees, agents, or representatives. Franchisee releases and waives any and all claims against the City, its elected officials, officers, employees, agents, and representatives for damage to or destruction of the Franchisee's Facilities, except to the extent any such damage or destruction is caused by or arises from the active sole negligence of the City.

(2) Franchisee bears sole responsibility to insure its property. Franchisee shall ensure that its insurance contracts waive subrogation claims against the City, its elected officials, officers, employees, agents, and representatives, and Franchisee shall indemnify, defend and hold harmless the City, its elected officials, officers, employees, agents, and representatives against any and all subrogation claims if it fails to do so.

Section 15. Insurance. Franchisee shall obtain and maintain, at its cost, worker's compensation insurance in accordance with State law requirements and the following liability insurance policies insuring Franchisee and, as additional insureds, the City, the City's elected officials, employees, agents, representatives, consultants, and volunteers, against claims for injuries to persons or damages to property, which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Franchisee:

A. Comprehensive general liability insurance, written on an occurrence basis, with limits not less than:

(1) \$5,000,000.00 for bodily injury or death to each person;

(2) \$5,000,000.00 for property damage resulting from any one accident; and

(3) \$5,000,000.00 for umbrella coverage for all other types of liability.

B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$3,000,000.00 for each person and \$3,000,000 for each accident.

C. The liability insurance policies required by this section shall be maintained by Franchisee throughout the term of this Franchise, such other periods of time during which Franchisee's Facilities occupy Public Ways, and while Franchisee is engaged in the removal of its Facilities. Franchisee shall provide an insurance certificate, together with an endorsement naming the City, and its elected officials, employees, agents, representatives, consultants, and volunteers as additional insureds, to the City prior to the commencement of any construction or installation of any Facilities pursuant to this Franchise or other work in a Public Way. Payment of deductibles and self-insured retentions shall be the sole responsibility of Franchisee. The insurance certificate required by this section shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Franchisee's insurance shall be primary insurance with respect to the City, its elected officials, employees, agents, representatives, consultants, and volunteers. Any insurance maintained by the City, its elected officials, employees, agents, representatives, consultants, and volunteers shall be in excess of the Franchisee's insurance and shall not contribute to it.

D. Franchisee must provide at least five (5) days' notice of said cancellation or non-renewal, Franchisee shall obtain and furnish to the City replacement insurance policies meeting the requirements of this section.

Section 16. Performance Bond. If at the time of right of way permit application the estimated right of way restoration costs will exceed \$100,000, Franchisee shall file with the City a performance bond, in the amount the Franchisee's estimated cost of restoration of the Public Way, less the then-current balance of the Security Fund, as a condition of the right-of-way use permit. This bond shall be maintained throughout the period of time that Franchisee is performing work under such applicable permit. In the event Franchisee fails to comply with any law, ordinance, or regulation governing the Franchise or the permit, or fails to perform, observe, and fulfill each term, condition and covenant of the Franchise or the permit, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damage or loss suffered by the City.

Section 17. Security Fund. Franchisee shall establish and maintain a security fund in the amount of one hundred thousand dollars (\$100,000), at its cost, with the City by depositing such monies, letters of credit, bonds, or other instruments in such form and amount acceptable to the City within 30 calendar days of the effective date of this Franchise. No sums may be withdrawn from the fund by Franchisee without consent of the City. The security fund shall be maintained at the sole expense of Franchisee so long as any of the Franchisee's Facilities occupy a Public Way.

A. The fund shall serve as security for the performance of this Franchise, including any claims, costs, damages, judgments, awards, attorneys' fees or liability, of any kind whatsoever that the City pays or incurs, including civil penalties, because of any failure attributable to Franchisee to comply with the provisions of this Franchise or the codes, ordinances, rules, regulations, standards, or permits of the City.

B. Before any sums are withdrawn from the security fund, the City shall give written notice to Franchisee:

(1) Describing the act, default or failure to be remedied, or the claims, costs, damages, judgments, awards, attorneys' fees or liability that the City has incurred or may pay by reason of Franchisee's act or default;

(2) Providing a reasonable opportunity for Franchisee to first remedy the existing or ongoing default or failure, if applicable;

(3) Providing a reasonable opportunity for Franchisee to pay any monies due the City before the City withdraws the amount thereof from the security fund, if applicable; and

(4) Providing Franchisee a reasonable opportunity to review with the City the act, default or failure described in the notice.

C. Franchisee shall replenish the security fund within fourteen (14) days after written notice from the City that there is a deficiency in the amount of the fund.

D. Insufficiency of the security fund shall not release or relieve Franchisee of any obligation or financial responsibility under this Franchise or any other applicable legal requirement.

Section 18. Taxes, Charges, and Fees.

A. **Franchise Fee.** The parties understand that RCW 35.21.860 currently prohibits a municipal franchise fee for permission to use the Right-of-Way for telephone business as defined in as RCW 82.16.010 or for a service provider as defined in RCW 35.99.010 purposes. Based on the representations of Franchisee, it is the City's understanding that Franchisee will use the right of way for telephone business purposes as defined by RCW 82.16.010 or service provider purposes as defined in RCW 35.99.010. If this statutory prohibition is removed, Franchisee agrees that the City will assess a reasonable franchise fee in accordance with such revised state statute and that this Franchise will be amended accordingly, including the adoption of provisions necessary for the proper administration and payment of such fee.

B. **Administrative Charges and Fees.** The parties also understand that RCW 35.21.860 authorizes the City to recover from Franchisee all charges and fees imposed to recover actual administrative expenses incurred by the City that are directly related to: receiving and approving this Franchise and required permits; inspecting plans and construction; and preparing a detailed statement under Ch. 43.21C RCW. Regular application and processing charges and fees imposed by the City shall be deemed to be attributable to actual administrative expenses incurred by the City but shall

not excuse Franchisee from paying and being responsible for other actual administrative expenses incurred by the City. Franchisee and the City agree that the following fees are consistent with this provision and shall be paid by Franchisee:

(1) Franchisee shall pay an initial franchise administration/processing fee of five thousand dollars (\$5,000) within 30 calendar days of the effective date of this Franchise.

(2) Franchisee shall pay permit fees and related charges, in accordance with applicable sections of the City Code.

C. Tax. The parties further understand that RCW 35.21.870 currently limits the rate of City tax upon telephone business activities to six percent (6%) of gross receipts, unless a higher rate is approved by a majority vote of the people. Franchisee agrees that its business activities in the City, which utilize Franchisee's Facilities in City Rights of Way as authorized by this Franchise, shall be subject to said six percent (6%) tax and to the requirements of the City's tax code as set forth in Title 3 BMC, including but not limited to all provisions necessary and applicable to the administration, payment, accounting, reporting, and auditing of the utility tax obligation of Franchisee. If this Franchise terminates for any reason, the Franchisee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement showing the gross revenues received by the Franchisee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Franchisee to the City by utilizing the funds available in the security fund or performance bond provided by the Franchisee. Franchisee further agrees that nothing in this Franchise shall otherwise limit the City's power of taxation, as it now or hereafter exists.

D. The fees and taxes set forth in this section shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use and other taxes, business license fees or other payments. Payment of the fees under this Franchise shall not exempt Franchisee from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property or income of Franchisee that may be lawfully imposed by the City.

Section 19. Additional Ducts, Conduits, and Overhead Facilities.

A. As provided in RCW 35.99.070, whenever Franchisee is constructing, relocating, or placing ducts or conduits in the Public Way and whenever the City has made a request for additional ducts or conduits in advance of such installation, Franchisee shall construct and install additional ducts and conduits when and where requested by the City and related structures necessary to access the ducts and conduits, subject to the separate mutual written agreement of the parties to include charges paid by the City for Franchisee's incremental costs. Such ducts and conduits shall be readily accessible and available for governmental use as determined by the City in its reasonable discretion. Such ducts and conduits shall not be used to provide telecommunications or cable service for hire, sale, or resale to the general public and shall be limited to the City's noncommercial, governmental use for the benefit of the general public, unless otherwise agreed by the parties or as otherwise provided in RCW 35.99.070.

B. As a condition of being allowed to place optical cable, optical cable housing, or splicing connections on existing utility poles as overhead Facilities, whenever the City has made a request for additional overhead facilities in advance of such installation, Franchisee shall construct, install, maintain, and repair additional such overhead facilities when and where requested by the City and related structures necessary to access the facilities, subject to the separate mutual written agreement of the parties to include charges paid by the City for Franchisee's incremental costs of material and labor. Such additional overhead facilities shall be readily accessible and available for governmental use as determined by the City in its reasonable discretion. Such additional overhead facilities shall not be used to provide telecommunications or cable service for hire, sale, or resale to the general public and shall be limited to the City's non-commercial, governmental use for the benefit of the general public, unless otherwise agreed by the parties or as otherwise provided in RCW 35.99.070. Franchisee is not responsible for operation or maintenance of the overhead facilities provided to the City under this section after acceptance of the facilities by the City. Franchisee must secure the written permission of the owner(s) of the utility poles before attaching its facilities.

Section 20. Access to Facilities. Franchisee shall provide Internet access to users of City property, at locations requested by the City, if it is practicable; provided that, Franchisee and the City shall enter into a separate agreement or agreements regarding the allocation of costs to construct, install, operate, maintain, repair, and remove Facilities needed to provide such access; provided, however, that nothing herein shall require the City to accept construction or installation of Facilities on City property.

Section 21. Acquisition of Facilities. Upon Franchisee's acquisition of any Facilities in the Public Way, or upon any addition or annexation to the City of any area in which Franchisee has Facilities, such Facilities shall immediately be subject to the terms of this Franchise without further action of the City or Franchisee.

Section 22. One-Call. Franchisee is responsible for complying with the provisions of Washington's One-Call statutes.

Section 23. Vacation of Public Ways. The City reserves the right to vacate any Public Way that is subject to rights, privileges, and authority granted by this Franchise. If Franchisee has Facilities in such Public Way, the City shall reserve an easement for Franchisee's Facilities or arrive at some other mutually acceptable arrangement for Franchisee's Facilities.

Section 24. Duty to Provide Information. Within thirty (30) days of a written request from the City, Franchisee shall furnish the City with all requested information sufficient to document:

A. That Franchisee has complied with all requirements of this Franchise;

B. That taxes, fees, charges, or other costs owed or payable by Franchisee have been properly collected and paid;

C. The amount of gross revenues Franchisee received during the preceding fiscal year as verified by a certified public accountant retained by Franchisee; and

D. Franchisee's obligations under this section are in addition to those provided elsewhere in this Franchise and in applicable provisions of the Burien Municipal Code including but not limited to Titles 3 and 12 BMC.

Section 25. Records.

A. Franchisee will manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City will have access to, and the right to inspect, upon reasonable notice, any documents and records of Franchisee and its affiliates that are reasonably necessary for the enforcement of this Franchise or to verify Franchisee's compliance with terms or conditions of this Franchise. Franchisee will not deny the City access to any of Franchisee's records on the basis that Franchisee's documents or records are under the control of any affiliate or a third party.

B. All documents and records maintained by Franchisee shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this section shall be construed to require Franchisee to violate state or federal law regarding subscriber privacy, nor shall this section be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.

C. One copy of documents and records requested by the City will be furnished to the City at the cost of Franchisee. If the requested documents and records are too voluminous or for security reasons cannot be copied or removed, then Franchisee may request, in writing within ten (10) days of the City's request, that the City inspect them at Franchisee's local office. If any documents or records of Franchisee are not kept in a local office and/or are not made available in copies to the City, and if the City determines that an examination of such documents or records is necessary or appropriate for the enforcement of this Franchise or to verify Franchisee's compliance with terms or conditions of this Franchise, then all reasonable travel and related costs incurred in making such examination shall be paid by Franchisee.

Section 26. Assignment or Transfer. Franchisee's rights, privileges, and authority under this Franchise, and ownership or working control of Facilities constructed or installed pursuant to this Franchise, may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, except as provided herein, or without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed; provided that, the foregoing shall not be applicable to assignments to Franchisee's affiliates. Any transfer, assignment, or disposal of Franchisee's rights, privileges, and authority under this Franchise, or ownership or working control of Facilities constructed or installed pursuant to this Franchise, may be subject to reasonable conditions as may be prescribed by the City. Franchisee may pledge this Franchise to its lender, solely for purposes of securing indebtedness, without City's consent; provided that Franchisee will be required to obtain the City's prior written approval before the lender may assume the Franchise.

A. Franchisee and the proposed assignee or transferee shall provide and certify the following information to the City not less than sixty (60) days prior to the proposed date of assignment, transfer, or disposal:

(1) Complete information setting forth the nature, terms and conditions of the proposed assignment, transfer, or disposal;

(2) Any other information reasonably required by the City; and

(3) A transfer application fee in an amount to be determined by the City to recover actual administrative costs directly related to receiving and reviewing the proposed assignment, transfer, or disposal.

B. No assignment, transfer, or disposal may be made or shall be approved unless the assignee or transferee has the legal, technical, financial, and other requisite qualifications to operate, maintain, repair, and remove Facilities constructed or installed pursuant to this Franchise and to comply with the terms and conditions of this Franchise.

C. Any transfer, assignment, or disposal of rights, privileges, and authority under this Franchise or ownership or working control of Facilities constructed or installed pursuant to this Franchise, without prior written approval of the City pursuant to this section, shall be void and is cause for termination of this Franchise.

D. Any transactions which singularly or collectively result in a change of fifty percent (50%) or more of the ownership or working control (regardless of the percentage) of the Franchisee or affiliated entities having fifty percent (50%) or more of the ownership or actual working control (regardless of the percentage) of Franchisee, or of control of the telecommunications capacity or bandwidth of Franchisee, shall be considered an assignment or transfer requiring City approval. Transactions between affiliated entities are exempt from City approval; provided that, Franchisee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of Franchisee. Every change, transfer, or acquisition of control of Franchisee shall cause a review of the proposed transfer. City approval shall not be required for mortgaging purposes or if said transfer is from Franchisee to another person controlled by Franchisee.

E. All terms and conditions of this Franchise shall be binding upon all permitted successors and assigns of Franchisee and all persons who obtain ownership or working control of any facility constructed or installed pursuant to this Franchise.

Section 27. Receivership. At the option of the City, subject to applicable law, this Franchise may be revoked after the appointment of a receiver or trustee to take over the business of Franchisee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

A. The receivership or trusteeship is timely vacated; or

B. The receiver or trustee has timely and fully complied with all the terms and provisions of this Franchise and has remedied all defaults under the Franchise. Additionally, the receiver or trustee shall have executed an agreement duly approved by the court having jurisdiction, by which the receiver or trustee assumes and agrees to be bound by each and every term, provision and limitation of this Franchise.

Section 28. Violations, Noncompliance, and Other Grounds for Termination or Cancellation.

A. This Franchise, and any right, privilege or authority of Franchisee to enter, occupy or use Public Ways, may be terminated or cancelled by the City for the following reasons:

- (1) Violation of or noncompliance with any term or condition of this Franchise by Franchisee;
- (2) Violation of or noncompliance with the material terms of any use and/or development authorization or required permit by Franchisee;
- (3) Construction, installation, operation, maintenance, or repair of Facilities on, in, under, over, across, or within any Public Way without Franchisee first obtaining use and/or development authorization and required permits from the City and all other appropriate regulatory authorities;
- (4) Unauthorized construction, installation, operation, maintenance, or repair of Facilities on City property;
- (5) Misrepresentation or lack of candor by or on behalf of Franchisee in any application or written or oral statement upon which the City relies in making the decision to grant, review or amend any right, privilege or authority to Franchisee;
- (6) Abandonment of Facilities;
- (7) Failure of Franchisee to pay taxes, fees, charges or costs when and as due; or
- (8) Insolvency or bankruptcy of Franchisee.

B. In the event that the City believes that grounds exist for termination or cancellation of this Franchise or any right, privilege or authority of Franchisee to enter, occupy or use Public Ways, Franchisee shall be given written notice and a reasonable period of time not exceeding thirty (30) days to furnish evidence:

- (1) That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation, noncompliance, or other grounds for termination or cancellation;
- (2) That rebuts the alleged violation, noncompliance, or other grounds for termination or cancellation; or

(3) That it would be in the public interest to impose some penalty or sanction less than termination or cancellation.

C. In the event that Franchisee fails to provide evidence reasonably satisfactory to the City as provided in subsection (B) of this section, the City shall refer the apparent violation, noncompliance, or other grounds for termination or cancellation to the City Council. The City shall provide the Franchisee with notice and a reasonable opportunity to be heard concerning the matter.

D. If the City Council determines that the violation, noncompliance, or other grounds above for termination or cancellation exist, then, Franchisee shall, at the election of the City Council, forfeit all rights, privileges and authority conferred under this Franchise or any use and/or development authorization or permit granted by the City, and this Franchise and any such use and/or development authorization or permit may be terminated or cancelled by the City Council. The City Council may elect, in lieu of the foregoing and without any prejudice to any of its other legal rights and remedies, to pursue other remedies, including obtaining an order compelling Franchisee into compliance or to take corrective action, or to recover damages and costs incurred by the City by reason of Franchisee's actions or omissions. The City Council shall utilize the following factors in analyzing the nature, circumstances, extent, and gravity of the actions or omissions of Franchisee:

- (1) Whether the misconduct was egregious;
- (2) Whether substantial harm resulted;
- (3) Whether the violation was intentional;
- (4) Whether there is a history of prior violations of the same or other requirements;
- (5) Whether there is a history of overall compliance; and
- (6) Whether the violation was voluntarily disclosed, admitted or cured.

E. The City Council's choice of remedy shall not excuse Franchisee from compliance with any term or condition of this Franchise or the material terms of any use and/or development authorization or required permit. Franchisee shall have a continuing duty to remedy any violation, noncompliance, or other grounds for termination or cancellation. Further, nothing herein shall be construed as limiting any remedies that the City may have, at law or in equity, for enforcement of this Franchise and any use and/or development authorization or permit granted to Franchisee.

Section 29. Notices.

A. Any regular notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

The City: City of Burien
Attn: City Manager
400 SW 152nd St., Suite 300
Burien, WA 98166-3066

Franchisee: Astound Broadband, LLC d/b/a Wave
401 Kirkland Parkplace, Suite 500
Kirkland, WA 98033
Attn: Steve Weed, CEO and Byron Springer, EVP

B. Franchisee shall additionally provide a phone number and designated responsible officials to respond to emergencies. After being notified of an emergency, Franchisee shall cooperate with the City and make its best efforts to immediately respond to minimize damage, protect the welfare, health and safety of the public and repair Facilities to restore them to proper working order. Annually, on request of the City, Franchisee will meet with City emergency response personnel to coordinate emergency management operations and, at least once a year, at the request of the City, actively participate in emergency preparations.

Section 30. Non-Waiver. The failure of the City to exercise any rights or remedies under this Franchise or to insist upon compliance with any terms or conditions of this Franchise shall not be a waiver of any such rights, remedies, terms or conditions of this Franchise by the City and shall not prevent the City from demanding compliance with such terms or conditions at any future time or pursuing its rights or remedies.

Section 31. Eminent Domain. This Franchise is subject to the power of eminent domain and the right of the City Council to repeal, amend, or modify the Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 32. Limitation of Liability. Administration of this Franchise may not be construed to create the basis for any liability on the part of the City, its elected officials, employees, agents, representatives, consultants, or volunteers for injury or damage resulting from: (1) any schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; (2) any action or inaction authorized or done in connection with the implementation or enforcement of this Franchise by the City; or (3) the inaccuracy of plans submitted to the City.

Section 33. Damage to Facilities. Unless proximately caused by the active sole negligence or willful misconduct of the City, the City shall not be liable for any damage to or loss of any Facilities as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on, in, under, over, across, or within a Public Way done by or on behalf of the City.

Section 34. Competitive Neutrality. In order to maintain a level playing field among all similarly situated franchisees of the City, upon the grant or renewal of another franchise in the Rights-of-Way where material terms or conditions of this Franchise conflict with a change in the

City Code, or the provisions of this Franchise provide a material competitive advantage over another similarly situated provider such that it negatively impacts the City's ability to effectively manage the Rights-of-Way, then the City may elect to renegotiate with the Franchisee in good faith to modify the terms and provisions of this Franchise to obtain material terms and conditions that, as a whole, are competitively neutral between franchisees.

Section 35. Governing Law and Venue. This Franchise and use of the applicable Public Ways will be governed by federal law, the laws of the State of Washington, and local law. Franchisee agrees to be subject to the jurisdiction of the courts of the State of Washington. Any action relating to this Franchise must be brought in the Superior Court of Washington for King County, or in the case of a federal action, the United States District Court for the Western District of Washington, unless an administrative agency has primary jurisdiction.

Section 36. Severability. If any section, sentence, clause or phrase of this Franchise or its application to any person or entity should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality will not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise or its application to any other person or entity; provided that, if Franchisee's right, privilege, or authority with a utility company to place optical cable, optical cable housing, and splicing connections on existing utility poles as overhead Facilities is held to be invalid or unconstitutional by a court of competent jurisdiction, Franchisee's authority to construct, install, operate, maintain, or repair overhead Facilities shall be deemed void *ab initio*, any overhead Facilities shall be deemed to be unauthorized, and Franchisee shall be authorized only to place Facilities underground; and provided further that, as an alternative to the above severability provisions, the parties may negotiate a mutually acceptable amendment of this Franchise as may be necessary and appropriate to meet the requirements of the law and to effectuate the intention of this Franchise.

Section 37. Miscellaneous.

A. Equal Employment and Nondiscrimination. Throughout the term of this Franchise, Franchisee will fully comply with all equal employment and nondiscrimination provisions and requirements of federal, state, and local laws, and in particular, FCC rules and regulations relating thereto.

B. Local Employment Efforts. Franchisee will use reasonable efforts to utilize qualified local contractors, including minority business enterprises and woman business enterprises, whenever the Franchisee employs contractors to perform work under this Franchise.

C. Descriptive Headings. The headings and titles of the sections and subsections of this Franchise are for reference purposes only and do not affect the meaning or interpretation of the text herein.

D. Force Majeure. Franchisee shall not be required to perform any covenant or obligation in this Franchise, or be liable in damages to the City, so long as the performance of the covenant or obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined for purposes of this Franchise as strikes, lockouts, sit-downs, material

or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including inclement weather which prevents construction), acts of the public enemy, wars, terrorism, insurrections, and any other similar cause not reasonably within the control of Franchisee.

E. Costs and Attorneys' Fees. If any action or suit arises in connection with this Franchise, the substantially prevailing party will be entitled to recover all of its costs and attorneys' fees, as well as costs and attorneys' fees on appeal, in addition to such other relief as the court may deem proper.

F. No Joint Venture. Nothing herein will be deemed to create a joint venture or principal agent relationship between the parties, and neither party is authorized to, nor shall either party, act toward third persons or the public in any manner that would indicate any such relationship with the other.

G. Actions of the City or Franchisee. In performing their respective obligations under this Franchise, the City and Franchisee will act in a reasonable, expeditious, and timely manner. Whenever this Franchise sets forth a time for any act to be performed by Franchisee, such time shall be deemed to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a material breach of this Franchise and sufficient grounds for the City to invoke any relevant remedy.

H. Counterparts. This Franchise may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Franchise shall be deemed to possess the full force and effect of the original.

I. Entire Agreement. This Franchise represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written negotiations between the parties.

J. Modification. The parties may alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such alteration, amendment or modification.

K. Non-exclusivity. This Franchise does not confer any exclusive right, privilege, or authority to enter, occupy or use Public Ways for delivery of Telecommunications Services or any other purposes. This Franchise is granted upon the express condition that it will not in any manner prevent the City from granting other or further franchises in, on, across, over, along, under or through any Public Way.

L. Authorization. This Franchise does not convey any right, title or interest in Public Ways but shall be deemed only as authorization to enter, occupy, or use Public Ways for the limited purposes and terms stated in this Franchise. Further, this Franchise shall not be construed as any warranty of title.

M. Contractors and Subcontractors. Franchisee's contractors and subcontractors must be licensed and bonded in accordance with the City's ordinances, rules, and regulations. Work by contractors

and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Franchisee.

Section 38. Effective Date. This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

Section 39. Acceptance. Within thirty (30) days after the effective date of this franchise ordinance, Franchisee shall deliver to the City a fully executed, unconditional acceptance of this Franchise in the form attached hereto as Exhibit A. Said acceptance shall be executed by a duly authorized representative of Franchisee, who has full authority to bind Franchisee to the terms of the Franchise. Upon receipt by the City of the Franchisee’s acceptance, and the \$5,000 administration/processing fee pursuant to Section 18 and proof of deposit of the \$100,000 security fund pursuant to Section 17, within said 30-day period, the City shall attach the fully executed acceptance to the franchise ordinance as Exhibit A. If Franchisee fails to provide the acceptance, fee, and security fund within said 30-day period, then Franchisee shall be deemed to have rejected the Franchise and the Franchise shall be voidable at the discretion of the City.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2016, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS _____ DAY OF _____, 2016.

CITY OF BURIEN

Mayor

ATTEST/AUTHENTICATED:

City Clerk

Approved as to form:

City Attorney

Filed with the City Clerk: _____
Passed by the City Council: _____
Ordinance No. _____
Date of Publication: _____

Exhibit A – Acceptance of Franchise

In accordance with Section 39 of Ordinance No. ____, Franchisee hereby submits this unconditional acceptance of the Franchise granted to Astound Broadband, LLC d/b/a Wave by the City of Burien. Franchisee hereby certifies that the undersigned is a duly authorized officer of Franchisee with the authority to execute unconditional acceptance of this Franchise. Attached herewith are the following documents in accordance with the requirements of the Franchise:

1. \$5,000 administration/processing fee in accordance with Section 18; and
2. Proof of deposit of \$100,000 security fund in accordance with Section 17.

ACCEPTED BY ASTOUND BROADBAND, LLC D/B/A WAVE

Name

Signature

Title

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 20____, personally appeared before me the undersigned, a Notary Public, in and for the State of _____, duly commissioned and sworn, _____ to me known to be an authorized representative of _____, a _____ limited liability corporation, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that said person is authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

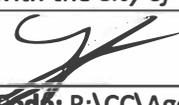
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of _____, residing at _____.

My appointment expires _____.

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion and potential action on the <i>City of Burien Strategic Plan 2017-2020</i> .		Meeting Date: June 20, 2016
Department: City Manager	Attachments: <ol style="list-style-type: none"> <u>Memo dated June 15, 2016, from BERK Consulting</u> <u>Strategic Plan 2017-2020</u> <u>Resolution No. 376</u> 	Fund Source: General Activity Cost: N/A Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Contact: Kamuron Gurol, City Manager		
Telephone: 206-248-5503		
Adopted Initiative: N/A	Initiative Description: N/A	
PURPOSE/REQUIRED ACTION: The purpose of this item is to review and potentially adopt the final version of the <i>City of Burien Strategic Plan 2017-2020</i> . A copy of the Plan and the Resolution are attached for Council review. BACKGROUND (Include prior Council action & discussion): The <i>City of Burien Strategic Plan 2017-2020</i> seeks to organize, align, and communicate Burien's strategic priorities, guide work programs, and inform development of the next two biennial budgets. Development of the Draft Plan thus far has taken place in Council Study Sessions, and Council Meetings and Retreats with City Staff and BERK Consulting: <ul style="list-style-type: none"> • 1/25/2016: Council Study Session • 2/8/2016 Council Retreat • 2/22/2016 Council Retreat • 4/25/2016 Council Study Session • 6/6/2016 Council Meeting: Council review of and input on Draft <i>City of Burien Strategic Plan 2017-2020</i> 		
OPTIONS (Including fiscal impacts): N/A		
Administrative Recommendation: Recommend Adoption of <i>City of Burien Strategic Plan 2017-2020</i>		
Advisory Board Recommendation: N/A		
Suggested Motion: Move to Approve Resolution No. 376, Adopting the <i>City of Burien Strategic Plan 2017-2020</i> and directing the City Manager to develop the biennial budgets and work plans consistent with the <i>City of Burien Strategic Plan 2017-2020</i> .		
Submitted by: Administration <input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> 		
Today's Date: June 20, 2016		File Code: R:\CC\Agenda Bill 2016\062016cm-3 Adopt Strategic Plan.docx



MEMORANDUM

DATE: June 15, 2016

TO: Kamuron Gurol, Burien City Manager

FROM: Brian Murphy and Jennifer Tippins, BERK Consulting

RE: June 20 Council Meeting: Final Strategic Plan

Purpose

This memo highlights changes to the Strategic Plan working draft presented during the Council Meeting on June 6, 2016. Council was overall satisfied with the draft plan. There were several requested language edits to a few strategies. The Final Draft plan attached with this memo addresses these comments, as well as with minor design changes and new content for the implementation section.

The following changes have been made in the Final Draft Strategic Plan, dated 6/15/16:

Layout Changes

Cover page. The cover photo has been changed. 'City of Burien' has been given a drop shadow to make it stand out more clearly.

Inside spread. Changes include: increased size of the goal background color boxes; deleted second photos in each Goal area; made the 'Goals, Initiatives, & Strategies' heading bigger and bold; took off the fade on the top photo of the park; changed the Strong Community photo of crew; and moved asterisk note to bottom of each page.

Back page. The staff photo was updated and the photo of the police department was adjusted.

Text Changes

The following edits were made per Council direction during the June 6 discussion.

Strategy 5a.

- Working Draft: "Decide to invest in a new community recreation center and/or facilities."
- Final Draft: "Through the PROS plan process, evaluate community needs and develop a plan for the new community recreation center and other park and recreation facilities to best meet those needs.*"

Strategy 7b

- Working Draft: "Address litter and increase recycling participation."
- Final Draft: "Increase recycling participation and reduce litter."

Strategy 7c

- Working Draft: "Address noise and air pollution impacts associated with SeaTac Airport in partnership with others."

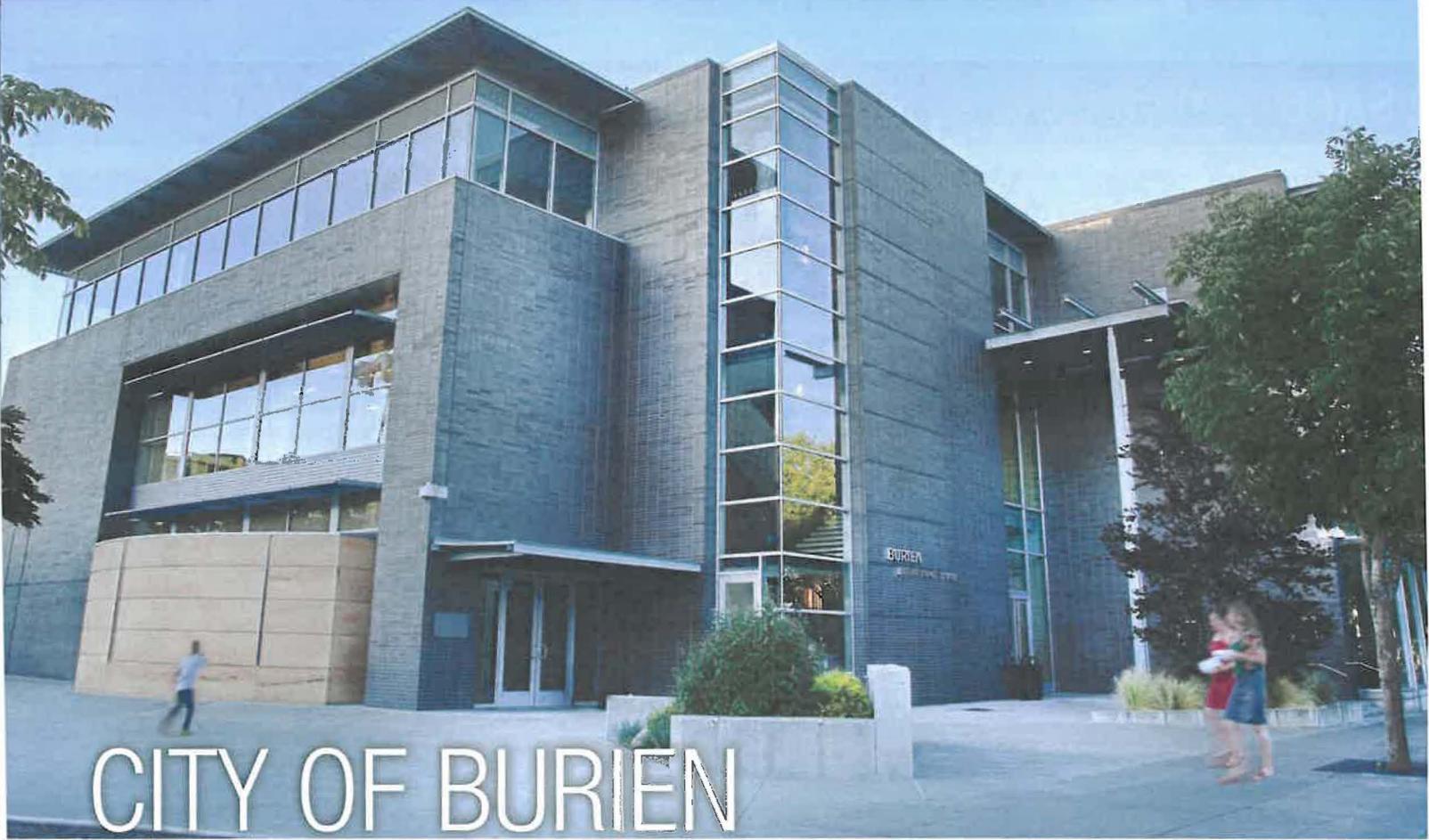
- Final Draft: "Seek to reduce noise and air pollution impacts associated with SeaTac Airport in partnership with others."

New Content

Implementation. Content for the Implementation section on the back page has been added. Council has not seen this language before. It is based on discussion at the June 6 meeting..

To Be Completed

Contact information for the back page is pending.



CITY OF BURIEN

STRATEGIC PLAN 2017-2020

BURIEN COMMUNITY VISION

A vibrant and creative community, where the residents embrace diversity, celebrate arts and culture, promote vitality, and treasure the environment.

BURIEN'S FOCUS FOR THE COMING FOUR YEARS

Through 2020, the City of Burien will prioritize delivering core services and ensuring the community's key infrastructure needs are met. This Strategic Plan identifies how City Council and staff will advance these shared commitments during the 2017/18 and 2019/20 biennia.

This Strategic Plan describes areas of emphasis that will be prioritized based on expressed community desires. Much of the City's work will continue as it always does, with this Plan focusing on particular areas of emphasis for this time period.

GOALS, INITIATIVES, & STRATEGIES

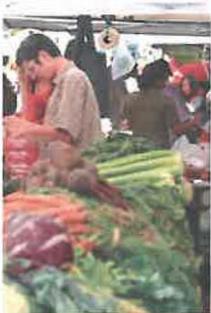


SAFE Community



1. *Enhance public safety through effective policing and an increasing focus on prevention and community engagement.*
 - a. Support community interest to build staffing capacity for both supervision and response.*
 - b. Increase community engagement, include crime prevention strategies.
 - c. Focus crime reduction through crime analysis and predictive policing models*.
2. *Steward the City's basic infrastructure, making sure it is safe and maintained to standard.*
 - a. Take care of our streets by investing more resources to maintain current pavement conditions.*
 - b. In high priority areas, help Burien pedestrians by improving existing sidewalk conditions.*
 - c. Further promote safety by increasing our capacity for routine street maintenance.*
 - d. Maintain our parks facilities and equipment to provide a high quality visitor environment.*

HEALTHY Community



5. *Enhance Parks and Recreation facilities and programs.*
 - a. Through the PROS plan process, evaluate community needs and develop a plan for the new community recreation center and other park and recreation facilities to best meet those needs.*
 - b. Enhance programs for youth and teens, with a focus on City-subsidized programs.*
 - c. Improve efficiency and enhance customer experience by upgrading the parks registration system.*
6. *Work with partners to provide quality services for at-risk community members and educational opportunities for all Burien children*
 - a. Support at-risk community members, and the community-based organizations that serve them, by working in partnership with South King County partners.*
 - b. Support success for all Burien children by further strengthening our partnership with Highline Public Schools.
7. *Protect and improve the quality of Burien's natural environment.*
 - a. Promote Low Impact Development (LID) for new and retrofit development projects.
 - b. Increase recycling participation and reduce litter.
 - c. Seek to reduce noise and air pollution impacts associated with SeaTac Airport in partnership with others.*
8. *Celebrate arts and culture.*
 - a. Increase the City's support for public arts.*
 - b. Enhance the quality and number of community events and celebrations.

* designates a 2017/18 priority

DYNAMIC Community



3. *Promote a thriving business community and a positive community spirit.*

- a. Retain and strengthen existing Burien businesses through proactive efforts.*
- b. Attract new business investment through communications, outreach, and targeted use of incentives.*
- c. Improve Burien's community image with a refreshed brand and a marketing campaign.*
- d. Establish new ways to better engage diverse communities in civic conversations and activities.*
- e. Implement the Downtown Mobility Study and develop an Urban Center Plan for downtown.
- f. Proactively work to attract lodging and complementary conference and arts facilities.
- g. Foster community development and community leaders, both locally and regionally in South County.

4. *Optimize customer service and support private investment in Burien.*

- a. Ensure fast and reliable permitting for public and private development.*
- b. Improve efficiency and enhance customer experience through innovative and modern permit systems.*
- c. Update and modernize key city codes and policy documents.*

STRONG City Organization



9. *Continue to strengthen the City team.*

- a. Attract, retain, and develop employees through a competitive compensation and benefit package, employee development, and accountability.*
- b. Increase staff capacity in critical areas to advance community priorities.*
- c. Continue to protect and enhance the City's financial strength.*

10. *Upgrade critical information technology systems and address key facility needs.*

- a. Upgrade the City's financial management IT system.*
- b. Upgrade the City's Records Management IT system.*
- c. In partnership, develop a strategy for a permanent Public Works maintenance facility to increase efficiencies and accommodate needs.

PLAN DEVELOPMENT & IMPLEMENTATION

How was the Strategic Plan developed?

The strategic planning process was a collaborative effort between the Burien City Council and Leadership Team. Emphasis was placed on responding to community preferences communicated to elected officials and staff and voiced in the City's Community Survey. This input communicated strong community interest in ensuring public safety and investing in basic infrastructure.

How will the Plan be implemented?

The Strategic Plan will be central in guiding Burien's actions and investments in the coming years. Its Goals will be the prism through which decisions are made and items are funded. The Plan will help us:

- Stay focused on what is most important, keeping community priorities in front of elected officials and City staff, partners, and community members.
- Establish aligned efforts across the City organization, guiding Council goal setting and Departmental workplans.
- Prioritize the use of resources, guiding staff development of budget proposals and framing Council's adoption of a final budget.

Progress towards the Plan's Goals will be regularly reviewed by Council and the City's Leadership Team and updates will be shared with the community.

CITY COUNCIL

- Mayor Lucy Krakowiak
- Deputy Mayor Bob Edgar
- Councilmember Steve Armstrong
- Councilmember Austin Bell
- Councilmember Lauren Berkowitz
- Councilmember Nancy Tosta
- Councilmember Debi Wagner

LEADERSHIP TEAM

- Kamuron Gurok - City Manager
- Maiya Andrews - Public Works Director
- Angie Chaufy - Administrative Services Manager
- Chip Davis - Community Development Director
- Soojin Kim - City Attorney
- Scott Kimerer - Police Chief
- Kim Krause - Finance Director
- Steve Roemer - Parks, Recreation, and Cultural Services Director
- Dan Trimble - Economic Development Manager
- Katie Whittier Trefry - Communications Officer



FIND OUT MORE:

www.burienwa.gov/strategicplanwebpage

Contact Name, address@burienwa.org

Final Draft 6/15/16



CITY OF BURIEN, WASHINGTON

RESOLUTION NO. 376

A RESOLUTION OF THE CITY OF BURIEN, WASHINGTON, ADOPTING THE *CITY OF BURIEN STRATEGIC PLAN 2017-2020* AND DIRECTING THE CITY MANAGER TO DEVELOP THE BIENNIAL BUDGETS AND WORK PLANS CONSISTENT WITH THE *CITY OF BURIEN STRATEGIC PLAN 2017-2020*.

WHEREAS, in January, 2016, the City began a Strategic Planning process for the purposes of identifying strategic goals to inform the subsequent two biennial budgeting processes; and

WHEREAS, the planning process involved discussion of the City's Core Services, current levels of service, and desired level of service; to gain insight into Council Priorities regarding the Core Services; and to solicit input from Council on other priorities; and

WHEREAS, the City Council and the senior staff took part in retreats on February 8, 2016 and February 22, 2016 as initial steps in the strategic planning process; and

WHEREAS, information about the City's Core Services; the results of the City's Community Survey; and Council input were used to draft the Priorities and Goals; and

WHEREAS, the Council intends that the Plan will guide and inform budget development, aligning budget allocations with the Goals, Strategies, and Initiatives described therein; and

WHEREAS, Work Plans will be developed based on the Plan and adopted budgets; and

WHEREAS, on April 25, 2016 and June 6, 2016, the City Council reviewed and commented on the Draft Strategic Plan, and met on June 20, 2016 to adopt the Plan;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1.

- A. The City Council adopts the City of Burien's Strategic Plan 2017-2020, a copy of which is attached hereto as Exhibit A.
- B. The City Manager is directed to use the plan to guide development of proposed budgets for 2017-18 and 2019-20.
- C. The City Council intends to review and update the plan every two years so that the budget is continuously guided by the City's strategic goals.
- D. The City Manager is directed to make the plan available to the public, stakeholders, and interested parties, and to communicate the strategic goals and implementation actions in a variety of effective methods and platforms.

Section 2. Effective Date. This resolution shall take effect immediately upon passage by the Burien City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS ____ DAY OF _____, 2016.

CITY OF BURIEN

Lucy Krakowiak, Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:

Lisa Marshall, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion and Potential Action to Adopt Ordinance No. 645, Repealing Ordinance No. 644 and Amending the 2015-2016 Biennial Budget to Recognize Revenue for the Sale of the NERA Property and to Appropriate Expenditures to Repay the 2013 Line of Credit		Meeting Date: June 20, 2016
Department: Finance	Attachments: Ordinance No. 645	Fund Source: General Activity Cost: \$4.275 million <i>CU</i> Amount Budgeted: \$0 Unencumbered Budget Authority: \$0
Contact: Kim Krause, Finance Director		
Telephone: (206) 439-3150		
Adopted Initiative: No	Initiative Description: N/A	
PURPOSE/ REQUIRED ACTION:		
<p>The purpose of this agenda item is to discuss and potentially adopt Ordinance No. 645, repealing Ordinance No. 644 and amending the 2015-2016 Biennial Budget.</p> <p>BACKGROUND (Include prior Council action & discussion):</p> <p>On June 6, 2016, Council approved Ordinance No. 644 to amend the 2015-2016 Biennial Budget to recognize revenue for the sale of the North East Redevelopment Area (NERA) property and to appropriate expenditures to repay the 2013 line of credit. Ordinance No. 644 included two tables, one showing the change in the budget and the other showing the new budget totals, including the amendment. The table showing the change was correct; however, the table showing the newly amended totals inadvertently included only the 2016 allocation rather than the total of the 2015-2016 amended budget. Staff is requesting that Council adopt Ordinance No. 645 which corrects this inadvertent error and repeals Ordinance No. 644.</p> <p>OPTIONS (Including fiscal impacts):</p> <ol style="list-style-type: none"> 1. Approve Ordinance No. 645 repealing Ordinance No. 644 and amending the 2015-2016 Biennial Budget to recognize revenue for the sale of the NERA property and to appropriate expenditures to repay the 2013 line of credit principal and interest. 2. Do not approve Ordinance No. 645. 		
Administrative Recommendation: Hold discussion and approve Ordinance No. 645.		
Advisory Board Recommendation: N/A		
Suggested Motion: Move to Adopt Ordinance No. 645, Repealing Ordinance No. 644 and Amending the 2015-2016 Biennial Budget.		
Submitted by: Administration <u> <i>CU</i> </u> City Manager <u> <i>[Signature]</i> </u>		
Today's Date: June 14, 2016		File Code: \\File\records\CC\Agenda Bill 2016\062016ad1-Repeal Ord. No. 644 and Budget Amendment for Sale of NERA Property.docx

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 645

AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, REPEALING ORDINANCE NO. 644 AND AMENDING THE 2015-2016 BIENNIAL BUDGET OF THE CITY OF BURIEN, WASHINGTON TO RECOGNIZE REVENUE FOR THE SALE OF THE NORTH EAST REDEVELOPMENT AREA (NERA) PROPERTY AND APPROPRIATE EXPENDITURES TO REPAY THE 2013 LINE OF CREDIT

WHEREAS, the City of Burien adopted the 2015-2016 Biennial Budget by Ordinance No. 618; and

WHEREAS, the City amended Ordinance No. 618 by adopting Ordinance No. 628; and

WHEREAS, on June 6, 2016, the City of Burien adopted Ordinance No. 644 amending the 2015-2016 Biennial Budget to recognize revenue and for the sale of the North East Redevelopment Area (NERA) property and appropriate expenditures to repay the 2013 line of credit; and

WHEREAS, Ordinance No. 644 included two tables, one showing the change in the budget and the other showing the new budget totals including the amendment; and

WHEREAS, the table showing the change in the budget was correct; however, the table showing the total of the newly amended budget inadvertently included only the 2016 allocation rather than the total of the 2015-16 amended budget; and

WHEREAS, staff is requesting that Council adopt Ordinance No. 645, which corrects the table showing the total of the amended budget and repeals Ordinance No. 644.

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

Section 1. The revenues and expenditures for the General Fund and Debt Service Fund are hereby amended as follows:

The following table shows the changes to the 2015-2016 Amended Budget:

	Changes to Beginning Fund Balance	Changes to Revenues	Changes to Transfers In	Changes to Total Resources
Operating Funds - Resources				
General Fund	\$ -	\$ 4,275,000	\$ -	\$ 4,275,000
Debt Service Fund	-	-	3,625,000	3,625,000
Total Resources	\$ -	\$ 4,275,000	\$ 3,625,000	\$ 7,900,000

	Changes to Expenditures	Changes to Transfers Out	Changes to Ending Fund Balance	Changes to Total Uses
Operating Funds - Uses				
General Fund	\$ -	\$ 3,625,000	\$ 650,000	\$ 4,275,000
Debt Service Fund	3,625,000	-	-	3,625,000
Total Uses	\$ 3,625,000	\$ 3,625,000	\$ 650,000	\$ 7,900,000

The following table shows the amended 2015-2016 Budget:

Operating Funds - Resources	Beginning Fund Balance	Revenues	Transfers In	Total Resources
General Fund	\$ 10,812,915	\$ 51,086,300	\$ 346,000	\$ 62,245,215
Debt Service Fund	82,885	484,000	8,650,000	9,216,885
Total Resources	\$ 10,895,800	\$ 51,570,300	\$ 8,996,000	\$ 71,462,100

Operating Funds - Uses	Expenditures	Transfers Out	Ending Fund Balance	Total Uses
General Fund	\$ 46,322,010	\$ 4,450,000	\$ 11,473,205	\$ 62,245,215
Debt Service Fund	9,154,995	-	61,890	9,216,885
Total Uses	\$ 55,477,005	\$ 4,450,000	\$ 11,535,095	\$ 71,462,100

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2016, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS ____ DAY OF _____, 2016.

CITY OF BURIEN

Lucy Krakowiak, Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:

Lisa Marshall, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 645
Date of Publication:

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion and Potential Action to Adopt Ordinance No. 649 Amending the 2015-2016 Biennial Budget to Recognize Building Permit Revenue and Appropriate Expenditures for Contract Building Inspection Services		Meeting Date: June 20, 2016
Department: Finance	Attachments: Ordinance No. 649	Fund Source: General Activity Cost: \$80,000 Amount Budgeted: \$10,000 <i>CU</i> Unencumbered Budget Authority: \$0
Contact: Kim Krause, Finance Director		
Telephone: (206) 439-3150		
Adopted Initiative: No	Initiative Description: N/A	
PURPOSE/ REQUIRED ACTION:		
<p>The purpose of this agenda item is to discuss and potentially adopt Ordinance No. 649, recognizing building permit revenue and appropriating expenditures for contract building inspection services.</p>		
BACKGROUND (Include prior Council action & discussion):		
<p>Due to a vacancy in the building division, the City is in need of contract inspection services to keep pace with permit customer demand. The City has advertised to fill the position but as of today has been unable to find a qualified candidate. The adopted budget includes \$10,000 for vacation coverage but that is not sufficient to provide services for an extended period of time. Staff requests that Council approve an additional appropriation of \$70,000 in professional services for the Building Division. If recruiting difficulties continue and a new employee is not selected, staff will use salary savings from the vacancy to supplement the professional services budget, until the end of the year. Building permit revenue is higher than anticipated when the mid-biennial budget amendment was prepared and will offset the increased expenditure.</p>		
<p>Due to the timeliness of this issue, staff requests that Council waive the two touch rule and approve this Ordinance tonight.</p>		
OPTIONS (Including fiscal impacts):		
<ol style="list-style-type: none"> 1. Approve Ordinance No. 649 recognizing building permit revenue and appropriating expenditures for contract building inspection services. 2. Do not approve Ordinance No. 649 and reduce the level of service for inspections. 		
Administrative Recommendation: Hold discussion and approve Ordinance No. 649.		
Advisory Board Recommendation: N/A		
Suggested Motion: Move to adopt Ordinance No. 649 recognizing building permit revenue and appropriating expenditures for contract building inspection services.		
Submitted by: Administration <u><i>CU</i></u>	City Manager <u><i>[Signature]</i></u>	
Today's Date: June 14, 2016	File Code: \\File\records\CC\Agenda Bill 2016\062016ad2-Budget Amendment for Building Division Contract Inspection Services.docx	

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 649

AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, AMENDING THE 2015-2016 BIENNIAL BUDGET OF THE CITY OF BURIEN, WASHINGTON TO RECOGNIZE BUILDING PERMIT REVENUE AND APPROPRIATE EXPENDITURES FOR CONTRACT BUILDING INSPECTION SERVICES

WHEREAS, the City of Burien adopted the 2015-2016 Biennial Budget by Ordinance No. 618; and

WHEREAS, the City amended Ordinance No. 618 by adopting Ordinance Nos. 628 and 645; and

WHEREAS, the Building Division has a vacancy and needs contract inspection services to keep pace with building permit demand; and

WHEREAS, the adopted budget includes \$10,000 for vacation coverage but that is not sufficient to provide services for an extended period of time; and

WHEREAS, staff is requesting Council approve an additional \$70,000; and

WHEREAS, permit revenue is higher than anticipated when the mid-biennial budget amendment was adopted and is sufficient to pay for the additional professional services; and

WHEREAS, if more funding is needed to continue services through the end of the year, staff will re-allocate salary savings from the vacant position; and

WHEREAS, staff recommends the 2015-2016 Revised Biennial Budget be amended to reflect additional revenue and increased expenditures to maintain the Building Division level of service.

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

Section 1. The revenues and expenditures for the General Fund are hereby amended as follows:

The following table shows the changes to the 2015-2016 Amended Budget:

	Changes to Beginning Fund Balance	Changes to Revenues	Changes to Transfers In	Changes to Total Resources
Operating Funds - Resources				
General Fund	\$ -	\$ 70,000	\$ -	\$ 70,000
Total Resources	\$ -	\$ 70,000	\$ -	\$ 70,000
	Changes to Expenditures	Changes to Transfers Out	Changes to Ending Fund Balance	Changes to Total Uses
Operating Funds - Uses				
General Fund	\$ 70,000	\$ -	\$ -	\$ 70,000
Total Uses	\$ 70,000	\$ -	\$ -	\$ 70,000

The following table shows the amended 2015-2016 Budget:

Operating Funds - Resources	Beginning Fund Balance	Revenues	Transfers In	Total Resources
General Fund	\$ 10,812,915	\$ 51,156,300	\$ 346,000	\$ 62,315,215
Total Resources	\$ 10,812,915	\$ 51,156,300	\$ 346,000	\$ 62,315,215
Operating Funds - Uses				
Operating Funds - Uses	Expenditures	Transfers Out	Ending Fund Balance	Total Uses
General Fund	\$ 46,392,010	\$ 4,450,000	\$ 11,473,205	\$ 62,315,215
Total Uses	\$ 46,392,010	\$ 4,450,000	\$ 11,473,205	\$ 62,315,215

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 2016, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS ____ DAY OF _____, 2016.

CITY OF BURIEN

Lucy Krakowiak, Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:

Lisa Marshall, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 649
Date of Publication:

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion and Potential Action to Authorize the City Manager to Execute the Listing Agreement with Kidder Matthews for Property Located in the North East Redevelopment Area (NERA)		Meeting Date: June 20, 2016
Department: Finance	Attachments: Kidder Matthews Listing Agreement	Fund Source: General Activity Cost: \$225,000 <i>llm</i> Amount Budgeted: \$0 Unencumbered Budget Authority: \$0
Contact: Kim Krause, Finance Director		
Telephone: (206) 439-3150		
Adopted Initiative: No	Initiative Description: N/A	

PURPOSE/ REQUIRED ACTION:

The purpose of this agenda item is to discuss and potentially approve the listing agreement with Kidder Matthews for sale of the property located in the North East Redevelopment Area (NERA).

BACKGROUND (Include prior Council action & discussion):

In September 2013, the City executed a purchase and sale agreement with the Highline School District to purchase property located at 1010 S. 146th Street (also known as Sunny Terrace property). In February 2014, the City's interim City Manager signed an exclusive agreement with Kidder Matthews to list this property for lease. In March 2014, the City executed a purchase and sale agreement to purchase a second parcel of property located at 860 S 146th Street. In May 2016, the City executed an agreement to sell the property to Latitude Development LLC for \$4.5 million. On June 6, 2016, Council approved a budget amendment to recognize the revenue for the sale of the property and appropriate expenditures to pay off the line of credit with Key Bank. During that presentation, Councilmember Tosta asked for information regarding the expenses that were deducted from the \$4.5 million sale price and whether the Council had approved the contract for the sales commission. The City Attorney researched this question and determined that the contract, signed by the interim City Manager in early 2014, should have been approved by the Council. The City Attorney also recommended that the Kidder Matthews contract be amended to clarify that both parcels were included in the listing agreement, as it was not modified after the second parcel was purchased. The amendment and original listing agreement are attached. Section 8 of the listing agreement shows an alternative commission of 5% of the sale price. As explained by the City Attorney in her June 10, 2016 privileged communication, failure to get Council approval was an oversight. Staff should have been more attentive to obtaining Council approval for this contract. Councilmember Tosta also asked for a list of expenses that were deducted from the sale price, as shown below.

Sale Price: \$4,500,000.00
 Prorated Charges for Fees paid by the City as owner of the property: \$113.91 (this was received by the City)
 Sales Commission: (\$225,000.00)
 Title Insurance Policy: (\$7,699.40)
 Closing Escrow Fee: (\$1,342.60)
 Documentary Transfer Tax: (\$10.00)
 Net Proceeds to City: \$4,266,061.91

Due to the timeliness of this issue, staff requests that Council waive the two touch rule and authorize the City Manager to execute the listing agreement with Kidder Matthews.

OPTIONS (including fiscal impacts):

1. Authorize the City Manager to execute the listing agreement with Kidder Matthews.
2. Do not authorize the City Manager to execute the listing agreement with Kidder Matthews.

Administrative Recommendation: Hold discussion and authorize the City Manager to execute the Kidder Matthews listing agreement.

Advisory Board Recommendation:
N/A

Suggested Motion: Move to authorize the City Manager to execute the Kidder Matthews listing agreement.

Submitted by:

Administration

clm

City Manager

[Signature]

Today's Date: June 14, 2016

File Code: [\\File\records\CC\Agenda Bill 2016\062016ad3-Approval for Kidder Matthews Contract.docx](#)

EXCLUSIVE LISTING AGREEMENT 1ST AMENDMENT - LEASE

The original agreement dated January 15, 2014, between KIDDER MATHEWS (hereinafter referred to as "Broker"), and the City of Burien, Washington (collectively and hereinafter referred to as "Owner") shall be amended whereby the Owner grants to Broker the exclusive right to act as agent of Owner for the limited purpose of offering the real property situated in the City of Burien, County of King, State of Washington, commonly known as 1010 S146th Street 98168 and expanded to include 860 S 146th Street 98168 and legally described as see attached for lease to interested parties. This amended Agreement shall commence April 2, 2014, and end with 30 days written notice by either party any time after December 31, 2014 and shall be subject to the following terms and conditions:

1. **Lease Terms.** The Property shall be offered for lease for a minimum period of One (1) to Five (5) years at a monthly rental of approximately \$TBD per month. The total square footage of the amended Premises and consists of approximately 12.87 gross acres of land with multiple buildings approximately TBD square feet. All other terms remain the same:

AGREED:**BROKER****OWNER****Kidder Mathews****City of Burien**BY: _____
_____BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

Agent(s) assigned to this Listing: Dan Mathews

LEGAL DESCRIPTION – EXHIBIT

Last Deed of Conveyance for both Properties to be inserted.

EXCLUSIVE LISTING AGREEMENT - LEASE

This is an agreement dated January 15, 2014, between KIDDER MATHEWS (hereinafter referred to as "Broker"), and the City of Burien, Washington (collectively and hereinafter referred to as "Owner") whereby the Owner grants to Broker the exclusive right to act as agent of Owner for the limited purpose of offering the real property situated in the City of Burien, County of King, State of Washington, commonly known as 1010 S146th Street 98168 and legally described as see attached for lease to interested parties. This Agreement shall commence January 16, 2014, and end with 30 days written notice by either party any time after December 31, 2014 and shall be subject to the following terms and conditions:

1. **Lease Terms.** The Property shall be offered for lease for a period of Three (3) to Five (5) years at a monthly rental of approximately \$TBD per month. The total square footage of the Premises consists of approximately 9 gross acres of land with multiple buildings approximately TBD square feet. Additional lease terms are as follows:

The above "net" rentals shall be in addition to common area and tenant's maintenance costs, insurance costs, taxes and assessments as specified in the lease agreement.

2. **Offers.** Broker agrees to submit all offers for Owner's consideration unless Owner directs otherwise. Owner agrees to refer Broker all inquiries made by any person or entity interested in the Property. All negotiations shall be through Broker. Owner authorizes Broker to accept a deposit from any prospective tenant. Owner agrees to cooperate with Broker in Broker's efforts to bring about lease of the Property, provided such efforts are in accordance with the terms of this Agreement. Broker does not warrant the credit of any tenant or the ability of any tenant to meet its lease obligations, and Owner shall independently investigate the financial condition of any prospective tenant.

3. **Commission.** In consideration for Broker's agreements to list the Property and to diligently seek to lease it, Owner agrees that, if Broker earns a commission in accordance with the terms of Paragraph 3A or 3B, the amount of the commission shall be based on 7.5%, of the gross net rents called for under the Lease, for the lease term. As used herein, the phrase "net rents" shall not be deemed to include expense reimbursement payments for taxes, assessments, insurance and common area and tenant maintenance expenses called for within the Lease Agreement.

- Direct Deal – by Listing broker. In the event that Dan Mathews of Kidder Mathews is the sole effective procuring cause of a lease of the property, then the commission described in Paragraph 3 of this Agreement shall be discounted to six percent (6%) The commission shall be paid fifty percent (50%) upon mutual acceptance and delivery of the lease and fifty percent (50%) at the commencement of the lease.
- Outside Deal – by Non-listing broker. In the event that a licensed real estate broker other than Dan Mathews of Kidder Mathews is the effective procuring cause of a lease of the property, then the commission described in Paragraph 3 of this Agreement out of which, the procuring broker shall be paid four and one-half percent (4.5%) and Kidder Mathews shall retain three percent (3%) commission as its compensation. In the event that Kidder Mathews agent(s) other than Dan Mathews is (are) the effective procuring cause of a lease of the property, then the commission described in Paragraph 3 of this Agreement with the procuring agent(s) credited with four and one-half percent (4.5%) commission and Dan Mathews credited with three percent (3%) commission. The commission shall be paid fifty percent (50%) upon mutual acceptance and delivery of the lease and fifty percent (50%) at the commencement of the lease.

This commission shall be earned by and paid to Broker by Owner upon the happening of any of the following, on the following conditions:

A. If, during the term of this Agreement or any extension hereof Owner executes any lease of all or part of the Property

B. If, within six (6) months after the expiration of the original or any extension term of this Agreement, Owner leases or enters into any binding agreement to lease the Property to any party ~~or through any broker with whom Broker has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the expiration of this Agreement (including any extension or renewal term). Broker hereby agrees to submit to Owner upon or shortly after the expiration of the original or any extension term of this Agreement a list of all such parties. provided, however, that if Broker either fails to provide the list or neglects to include a qualified party on the list, such failure or neglect shall not defeat Broker's claim for a commission provided Broker can establish that such negotiation or submission took place.~~ A "party" is hereby to include all partners in a partnership and, in the case of a corporation, all officers, directors, shareholders (provided that there are ten or fewer), and related corporations.

C. If, during the term of this Agreement or any extension hereof, Owner removes the Property from the market or the Property is made unmarketable by Owner's voluntary action, Owner shall (1) reimburse Broker for all of Broker's out-of-pocket expenses incurred in Broker's efforts to lease the Property, and (2) ~~pay Broker a commission in the amount of one percent (1%) of the rents called for in Paragraph 4 above (assuming a five (5) year lease term).~~

4. Signs. Broker shall have the exclusive right to place one or more signs on the Property as allowed pursuant to Burien Municipal Code Section 19.30.080(6) and to advertise the Property in any other reasonable manner.

5. Attorneys' Fees. If either party employs an attorney to enforce any of the terms of this Agreement, and is successful either in whole or in part, whether by trial or otherwise, the nonprevailing party agrees to pay the reasonable attorneys' fees and costs incurred by the prevailing party.

6. Warranties of Owner. Owner warrants:

A. That Owner is the Owner of record of the Property and that Owner has the legal authority to execute this Agreement and any lease of the Property;

B. That, **to the best of Owner's knowledge**, the Property is free of all material defects (the existence of any hazardous waste is a material defect) including, but not limited to, physical defect, title defects, and regulatory violations, except: None.

7. Indemnification. Owner hereby agrees to defend and to indemnify and hold Broker harmless from any and all claims, causes of action, damages, and expenses (including attorneys' fees incurred with or without litigation and on appeal) arising from or in any way related to any breach of the warranties contained in Paragraph 6 above.

8. Alternative Commission.

A. If Owner enters into an agreement to sell the Property to any person or entity during the original or any extension term of this Agreement or to any person or entity described in Paragraph 3B above during the time period set forth in Paragraph 3B above, then Owner shall pay Broker, at closing, a sales commission in the amount of five percent (5%) of the sales price.

B. If, during the term of this Agreement or any extension hereof, Owner grants an option to purchase the Property (either outright or as part of a lease), Owner hereby agrees to pay Broker a sales commission in the amount called for above in Paragraph 8A whenever the option is ultimately exercised, net of any previously paid commissions.

9. Agency. Owner acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." Agents of Kidder Mathews ("Broker") other than those assigned to this listing may represent potential tenants or buyers who offer to lease or buy the Property, in which case Owner consents to the designated broker of Kidder Mathews acting as a dual agent. In the event any of the agents assigned to this listing represent potential buyers or tenants who offer to lease or buy the Property, owner consents to those agents acting as dual agents.

10. Documents. Owner hereby acknowledges being advised by Broker that any and all documents to be used in connection with any transaction should be reviewed and approved by Owner's attorney prior to execution by Owner.

11. Extension of Term. If (1) Owner accepts an offer to lease, (2) the Property is removed from the market pending the execution of the final Lease document, and (3) the Lease is not executed, then the term of this Agreement shall be extended for a period of time equal to the number of days during which the Property was taken off the market. The terms of this Paragraph 11 shall not be deemed to in any way limit Broker's rights and claims hereunder.

12. Multiple Listing Service. Owner hereby authorizes Broker to submit this Listing to the Commercial Brokers Association ("CBA") for publication in CBA's multiple listing service.

13. Entire Agreement. This Agreement represents the entire agreement of the parties hereto. Neither Broker nor Owner is relying on any oral representation made by the other. This Agreement shall be binding upon the heirs, successors, and assignees of the parties hereto.

14. Additional Provisions.

A. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and the venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for King County.

B. Assignment. Neither Owner nor Broker shall assign, transfer, or encumber any rights, duties or interest accruing from this Agreement without the express prior written consent of the other party.

C. Entire Agreement/ Modification. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

D. Severability. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

AGREED: _____

BROKER

OWNER

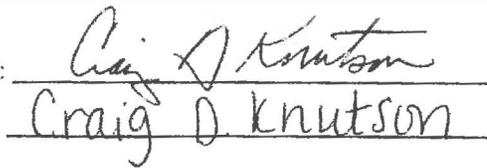
Kidder Mathews

City of Burien

BY: _____



BY: _____



ITS: _____

Senior Vice President

ITS: _____

Interim City Manager

DATE: _____

Feb. 11, 2014

DATE: _____

February 11, 2014

Agent(s) assigned to this Listing: Dan Mathews

LAW OF REAL ESTATE AGENCY

This pamphlet describes your legal rights in dealing with a real estate broker or salesperson.

Please read it carefully before signing any documents.

The following is only a brief summary of the attached law.

- SEC. 1. Definitions. Defines the specific terms used in the law.
- SEC. 2. Relationships between Licensees and the Public. States that a licensee who works with a buyer or tenant represents that buyer or tenant — unless the licensee is the listing agent, a seller's subagent, a dual agent, the seller personally or the parties agree otherwise. Also states that in a transaction involving two different licensees affiliated with the same broker, the broker is a dual agent and each licensee solely represents his or her client — unless the parties agree in writing that both licensees are dual agents.
- SEC. 3. Duties of a Licensee Generally. Prescribes the duties that are owed by all licensees, regardless of who the licensee represents. Requires disclosure of the licensee's agency relationship in a specific transaction.
- SEC. 4. Duties of a Seller's Agent. Prescribes the additional duties of a licensee representing the seller or landlord only.
- SEC. 5. Duties of a Buyer's Agent. Prescribes the additional duties of a licensee representing the buyer or tenant only.
- SEC. 6. Duties of a Dual Agent. Prescribes the additional duties of a licensee representing both parties in the same transaction, and requires the written consent of both parties to the licensee acting as a dual agent.
- SEC. 7. Duration of Agency Relationship. Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.
- SEC. 8. Compensation. Allows brokers to share compensation with cooperating brokers. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties' consent.
- SEC. 9. Vicarious Liability. Eliminates the common law liability of a party for the conduct of the party's agent or subagent, unless the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent associated with a different broker.
- SEC. 10. Imputed Knowledge and Notice. Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.
- SEC. 11. Interpretation. This law replaces the fiduciary duties owed by an agent to a principal under the common law, to the extent that it conflicts with the common law.
- SEC. 12. Short Sale. Prescribes an additional duty of a licensee representing the seller of owner-occupied real property in a short sale.

SECTION 1: DEFINITIONS.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Agency relationship" means the agency relationship created under this chapter or by written agreement between a licensee and a buyer and/ or seller relating to the performance of real estate brokerage services by the licensee.

(2) "Agent" means a licensee who has entered into an agency relationship with a buyer or seller.

(3) "Business opportunity" means and includes a business, business opportunity, and goodwill of an existing business, or any one or combination thereof.

(4) "Buyer" means an actual or prospective purchaser in a real estate transaction, or an actual or prospective tenant in a real estate rental or lease transaction, as applicable.

(5) "Buyer's agent" means a licensee who has entered into an agency relationship with only the buyer in a real estate transaction, and includes sub-agents engaged by a buyer's agent.

(6) "Confidential information" means information from or concerning a principal of a licensee that:

- (a) Was acquired by the licensee during the course of an agency relationship with the principal;
- (b) The principal reasonably expects to be kept confidential;
- (c) The principal has not disclosed or authorized to be disclosed to third parties;
- (d) Would, if disclosed, operate to the detriment of the principal; and
- (e) The principal personally would not be obligated to disclose to the other party.

(7) "Dual agent" means a licensee who has entered into an agency relationship with both the buyer and seller in the same transaction.

(8) "Licensee" means a real estate broker, associate real estate broker, or real estate salesperson, as those terms are defined in chapter 18.85 RCW.

(9) "Material fact" means information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a real estate transaction, or operates to materially impair or defeat the purpose of the transaction. The fact or suspicion that the property, or any neighboring property, is or was the site of a murder, suicide or other death, rape or other sex crime, assault or other violent crime, robbery or burglary, illegal drug activity, gang-related activity, political or religious activity, or other act, occurrence, or use not adversely affecting the physical condition of or title to the property is not a material fact.

(10) "Owner-occupied real property" means real property consisting solely of a single-family residence, a residential condominium unit, or a residential cooperative unit that is the principal residence of the borrower.

(11) "Principal" means a buyer or a seller who has entered into an agency relationship with a licensee.

(12) "Real estate brokerage services" means the rendering of services for which a real estate license is required under chapter 18.85 RCW.

(13) "Real estate transaction" or "transaction" means an actual or prospective transaction involving a purchase, sale, option, or exchange of any interest in real property or a business opportunity, or a lease or rental of real property. For purposes of this chapter, a prospective transaction does not exist until a written offer has been signed by at least one of the parties.

(14) "Seller" means an actual or prospective seller in a real estate transaction, or an actual or prospective landlord in a real estate rental or lease transaction, as applicable.

(15) "Seller's agent" means a licensee who has entered into an agency relationship with only the seller in a real estate transaction, and includes subagents engaged by a seller's agent.

(16) "Subagent" means a licensee who is engaged to act on behalf of a principal by the principal's agent where the principal has authorized the agent in writing to appoint subagents.

SECTION 2: RELATIONSHIPS BETWEEN LICENSEES AND THE PUBLIC.

(1) A licensee who performs real estate brokerage services for a buyer is a buyer's agent unless the:

- (a) Licensee has entered into a written agency agreement with the seller, in which case the licensee is a seller's agent;
- (b) Licensee has entered into a subagency agreement with the seller's agent, in which case the licensee is a seller's agent;
- (c) Licensee has entered into a written agency agreement with both parties, in which case the licensee is a dual agent;
- (d) Licensee is the seller or one of the sellers; or
- (e) Parties agree otherwise in writing after the licensee has complied with section 3(1)(f) of this act.

(2) In a transaction in which different licensees affiliated with the same broker represent different parties, the broker is a dual agent, and must obtain the written consent of both parties as required under section 6 of this act. In such a case, each licensee shall solely represent the party with whom the licensee has an agency relationship, unless all parties agree in writing that both licensees are dual agents.

(3) A licensee may work with a party in separate transactions pursuant to different relationships, including, but not limited to, representing a party in one transaction and at the same time not representing that party in a different transaction involving that party, if the licensee complies with this chapter in establishing the relationships for each transaction.

SECTION 3: DUTIES OF A LICENSEE GENERALLY.

(1) Regardless of whether the licensee is an agent, a licensee owes to all parties to whom the licensee renders real estate brokerage services the following duties, which may not be waived:

- (a) To exercise reasonable skill and care;
- (b) To deal honestly and in good faith;
- (c) To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase;
- (d) To disclose all existing material facts known by the licensee and not apparent or readily ascertainable to a party; provided that this subsection shall not be construed to imply any duty to investigate matters that the licensee has not agreed to investigate;
- (e) To account in a timely manner for all money and property received from or on behalf of either party;
- (f) To provide a pamphlet on the law of real estate agency in the form prescribed in section 13 of this act to all parties to whom the licensee renders real estate brokerage services, before the party signs an agency agreement with the licensee, signs an offer in a real estate transaction handled by the licensee, consents to dual agency, or waives any rights, under section 2(1)(e), 4(1)(e), 5(1)(e), or 6(2)(e) or (f) of this act, whichever occurs earliest; and
- (g) To disclose in writing to all parties to whom the licensee renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the licensee, whether the licensee represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate writing entitled "Agency Disclosure."

(2) Unless otherwise agreed, a licensee owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the licensee to be reliable.

SECTION 4: DUTIES OF A SELLER'S AGENT.

(1) Unless additional duties are agreed to in writing signed by a seller's agent, the duties of a seller's agent are limited to those set forth in section 3 of this act and the following, which may not be waived except as expressly set forth in (e) of this subsection:

- (a) To be loyal to the seller by taking no action that is adverse or detrimental to the seller's interest in a transaction;
 - (b) To timely disclose to the seller any conflicts of interest;
 - (c) To advise the seller to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;
 - (d) Not to disclose any confidential information from or about the seller, except under subpoena or court order, even after termination of the agency relationship; and
 - (e) Unless otherwise agreed to in writing after the seller's agent has complied with section 3(1)(f) of this act, to make a good faith and continuous effort to find a buyer for the property; except that a seller's agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale.
- (2) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a seller's agent does not in and of itself breach the duty of loyalty to the seller or create a conflict of interest.
- (b) The representation of more than one seller by different licensees affiliated with the same broker in competing transactions involving the same buyer does not in and of itself breach the duty of loyalty to the sellers or create a conflict of interest.

SECTION 5: DUTIES OF A BUYER'S AGENT.

(1) Unless additional duties are agreed to in writing signed by a buyer's agent, the duties of a buyer's agent are limited to those set forth in section 3 of this act and the following, which may not be waived except as expressly set forth in (e) of this subsection:

- (a) To be loyal to the buyer by taking no action that is adverse or detrimental to the buyer's interest in a transaction;
- (b) To timely disclose to the buyer any conflicts of interest;
- (c) To advise the buyer to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;
- (d) Not to disclose any confidential information from or about the buyer, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the buyer's agent has complied with section 3(1)(f) of this act, to make a good faith and continuous effort to find a property for the buyer; except that a buyer's agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the buyer's agent.

(2) (a) The showing of property in which a buyer is interested to other prospective buyers by a buyer's agent does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different licensees affiliated with the same broker in competing transactions involving the same property does not in and of itself breach the duty of loyalty to the buyers or create a conflict of interest.

SECTION 6: DUTIES OF A DUAL AGENT.

(1) Notwithstanding any other provision of this chapter, a licensee may act as a dual agent only with the written consent of both parties to the transaction after the dual agent has complied with section 3(1)(f) of this act, which consent must include a statement of the terms of compensation.

(2) Unless additional duties are agreed to in writing signed by a dual agent, the duties of a dual agent are limited to those set forth in section 3 of this act and the following, which may not be waived except as expressly set forth in (e) and (f) of this subsection:

(a) To take no action that is adverse or detrimental to either party's interest in a transaction;

(b) To timely disclose to both parties any conflicts of interest;

(c) To advise both parties to seek expert advice on matters relating to the transaction that are beyond the dual agent's expertise;

(d) Not to disclose any confidential information from or about either party, except under subpoena or court order, even after termination of the agency relationship;

(e) Unless otherwise agreed to in writing after the dual agent has complied with section 3(1)(f) of this act, to make a good faith and continuous effort to find a buyer for the property; except that a dual agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale; and

(f) Unless otherwise agreed to in writing after the dual agent has complied with section 3(1)(f) of this act, to make a good faith and continuous effort to find

a property for the buyer; except that a dual agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the dual agent.

(3) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a dual agent does not in and of itself constitute action that is adverse or detrimental to the seller or create a conflict of interest.

(b) The representation of more than one seller by different licensees affiliated with the same broker in competing transactions involving the same buyer does not in and of itself constitute action that is adverse or detrimental to the sellers or create a conflict of interest.

(4) (a) The showing of property in which a buyer is interested to other prospective buyers or the presentation of additional offers to purchase property while the property is subject to a transaction by a dual agent does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different licensees affiliated with the same broker in competing transactions involving the same property does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

SECTION 7: DURATION OF AGENCY RELATIONSHIP.

(1) The agency relationships set forth in this chapter commence at the time that the licensee undertakes to provide real estate brokerage services to a principal and continue until the earliest of the following:

(a) Completion of performance by the licensee; (b) Expiration of the term agreed upon by the parties;

(c) Termination of the relationship by mutual agreement of the parties; or

(d) Termination of the relationship by notice from either party to the other. However, such a termination does not affect the contractual rights of either party.

(2) Except as otherwise agreed to in writing, a licensee owes no further duty after termination of the agency relationship, other than the duties of:

(a) Accounting for all moneys and property received during the relationship; and

(b) Not disclosing confidential information.

SECTION 8: COMPENSATION.

- (1) In any real estate transaction, the broker's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between brokers.
- (2) An agreement to pay or payment of compensation does not establish an agency relationship between the party who paid the compensation and the licensee.
- (3) A seller may agree that a seller's agent may share with another broker the compensation paid by the seller.
- (4) A buyer may agree that a buyer's agent may share with another broker the compensation paid by the buyer.
- (5) A broker may be compensated by more than one party for real estate brokerage services in a real estate transaction, if those parties consent in writing at or before the time of signing an offer in the transaction.
- (6) A buyer's agent or dual agent may receive compensation based on the purchase price without breaching any duty to the buyer.
- (7) Nothing contained in this chapter negates the requirement that an agreement authorizing or employing a licensee to sell or purchase real estate for compensation or a commission be in writing and signed by the seller or buyer.

SECTION 9: VICARIOUS LIABILITY.

- (1) A principal is not liable for an act, error, or omission by an agent or subagent of the principal arising out of an agency relationship:
- (a) Unless the principal participated in or authorized the act, error, or omission; or
 - (b) Except to the extent that:
 - (i) the principal benefited from the act, error, or omission; and
 - (ii) the court determines that it is highly probable that the claimant would be unable to enforce a judgment against the agent or subagent.

- (2) A licensee is not liable for an act, error, or omission of a subagent under this chapter, unless the licensee participated in or authorized the act, error or omission. This subsection does not limit the liability of a real estate broker for an act, error, or omission by an associate real estate broker or real estate salesperson licensed to that broker.

SECTION 10: IMPUTED KNOWLEDGE AND NOTICE.

- (1) Unless otherwise agreed to in writing, a principal does not have knowledge or notice of any facts known by an agent or subagent of the principal that are not actually known by the principal.

- (2) Unless otherwise agreed to in writing, a licensee does not have knowledge or notice of any facts known by a subagent that are not actually known by the licensee. This subsection does not limit the knowledge imputed to a real estate broker of any facts known by an associate real estate broker or real estate salesperson licensed to such broker.

SECTION 11: INTERPRETATION.

This chapter supersedes only the duties of the parties under the common law, including fiduciary duties of an agent to a principal, to the extent inconsistent with this chapter. The common law continues to apply to the parties in all other respects. This chapter does not affect the duties of a licensee while engaging in the authorized or unauthorized practice of law as determined by the courts of this state. This chapter shall be construed broadly.

SECTION 12: SHORT SALE.

When the seller of owner-occupied residential real property enters into a listing agreement with a real estate licensee where the proceeds from the sale may be insufficient to cover the costs at closing, it is the responsibility of the real estate licensee to disclose to the seller in writing that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the real property, for less than the amount the borrower owes, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including fees such as the real estate licensee's commission.

LEGAL DESCRIPTION – EXHIBIT

Last Deed of Conveyance for both Properties to be inserted.

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PARCEL DATA

Parcel	202304-9413	Jurisdiction	BURIEN
Name	MAIER	Lavy Code	0932
Site Address	880 S 145TH ST 95168	Property Type	R
Residential Area	095-002 (NYC Appraisal District)	Plat Block / Building Number	
Property Name		Plat Lot / Unit Number	
		Quarior-Section-Township-Range	NE-23-23-4

Legal Description

POR OF E 1/2 OF NW 1/4 OF NW 1/4 OF NE 1/4 OF SEC 20-23-04 D&F - BEG AT 1/4XN OF N LN OF S 15 FT SD SUBD WITH E LN THOF TH N 89-44-05 W PLW S LN SD SUBD 30 FT TH N 0-17-10 W PLW E LN SD SUBD 120 FT TH N 85-44-05 W 146 65 FT TH N 0-17-10 W 178 83 FT TH N 89-44-05 W 145 62 FT TO W LN SD SUBD TH N 0-20-43 W ALG SD W LN 553 30 FT TO NV COR THOF TH S 88-28-5 E ALG N LN SD SUBD 326 20 FT TO NE COR THOF TH S 0-17-10 E ALG E LN SD SUBD 536 71 FT TO POB LESS 2 10 FT OF POR THOF ADJ TO S 145TH ST TOW N 14 73 FT OF POR SD SUBD D&F - B&AP 15 FT N OF SW COR SD SUBD TH NLY ALG W LN SD SUBD T&F 353 30 FT S OF N LN SD SUBD TH ELY & PLT 9 LN SD SUBD 145 62 FT TH S 0-17-10 E 288 83 FT ML TH SELY ALG CRV TO LFT WITH RAD OF 10 FT TO N LN OF S 15 FT SD SUBD TH VALY TO POR LESS SLY 10 FT THOF FOR RD - AKA LOT B KC LL4 #S901N188 APPRD 75-4-80
 Plat Block:
 Plat Lot:

LAND DATA



Highest & Best Use As If Vacant	SINGLE FAMILY
Highest & Best Use As improved	PRESEPTURE
Present Use	Single Family Res Use (Zone)
Base Land Value Soft	0
Base Land Value	308,000
% Base Land Value Impacted	100
Base Land Value Date	1/22/2014
Base Land Value Tax Year	2015
Land SqFt	188,577
Acres	3.87

Percentage Unusable	0
Unbuildable	NO
Restrictive Size Shape	NO
Zoning	R1-1
Water	WATER DISTRICT
Sewer/Septic	PUBLIC
Road Access	PUBLIC
Parking	ADEQUATE
Street Surface	PAVED

Views

Rainier	
Territorial	
Olympics	
Cascades	
Seattle Skyline	
Puget Sound	
Lake Washington	
Lake Sammamish	
Lake/River/Creek	
Other View	

Waterfront

Waterfront Location	
Waterfront Footage	
Lot Depth Factor	
Waterfront Bank	
Tide/Shore	
Waterfront Restricted Access	
Waterfront Access Rights	NO
Pool Quality	
Proximity Influence	NO

Designations

Historic Site	
Current Use	
Nbr Bldg Sites	
Adjacent to Golf Fairway	NO
Adjacent to Greenbelt	NO
Other Designation	NO

Nuisances

Topography	NO
Traffic Noise	
Airport Noise	
Power Lines	NO
Other Nuisances	NO

Problems

Reference Links:

- King County Tax Links
- Property Tax Advisor
- Washington State Department of Revenue (External link)
- Washington State Board of Tax Appeals (External link)
- Board of Appeals/Equalization
- Districts Report
- Map
- Recorder's Office
- Scan red images of surveys and other map documents

Deed Restrictions	NO
Development Rights Purchased	NO
Easements	NO
Native Growth Protection Easement	NO
DNR Lease	NO

Water Problems	NO
Transportation Concurrence	NO
Other Problems	NO
Environmental	
Environmental	NO

BUILDING

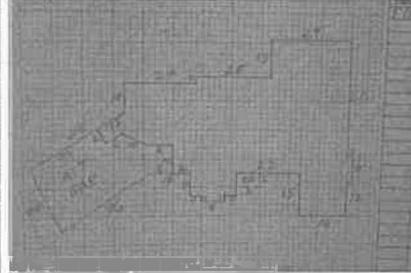
Building Number	1
Year Built	1989
Year Renovated	0
Stories	1
Living Units	1
Grade	10 Very Good
Grade Variant	0
Condition	Average
Basement Grade	
1st Floor	3,230
1/2 Floor	0
2nd Floor	0
Upper Floor	0
Finished Basement	0
Total Finished Area	3,230
Total Basement	0
Basement Garage	0
Unfinished 1/2	0
Unfinished Full	0
AGLA	3,230
Attached Garage	850
Bedrooms	3
Full Baths	1
3/4 Baths	1
1/2 Baths	1
Heat Source	Gas
Heat System	Heat Pump
Deck Area SqFt	0
Open Porch SqFt	40
Enclosed Porch SqFt	0
Brck/Stone	15
Fireplace Single Story	1
Fireplace Multi Story	0
Fireplace Free Standing	0
Fireplace Additional	0
AddnCost	0
Obsolescence	0
Net Condition	0
Percentage Complete	0
Daylight Basement	
View Utilization	

Click the camera to see more pictures.

Picture of Building 1



Floor plan of Building 1



Accessory Of Building Number: 1

Accessory Type	Picture	Description	SqFt	Grade	Eft Year	%	Value	Date Valued
POOL PLAS FRGTS			400		1989			

TAX ROLL HISTORY

Account	Valued Year	Tax Year	Omit Year	Levy Code	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total Value (\$)	New Dollars (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total Value (\$)	Tax Value Reason
202304641307	2013	2014		0932	355,000	159,000	514,000	0	355,000	159,000	514,000	
202304641307	2012	2013		0932	343,000	170,000	513,000	0	343,000	170,000	513,000	
202304641307	2011	2012		0932	356,000	207,000	563,000	0	356,000	207,000	563,000	
202304641307	2010	2011		0932	350,000	149,200	509,200	0	272,000	205,900	477,900	FS
202304641307	2009	2010		0932	360,000	172,100	532,100	0	272,000	205,900	477,900	FS
202304641307	2008	2009		0932	350,000	243,800	593,800	0	272,000	206,900	478,900	FS
202304641307	2007	2008		0932	328,000	220,500	548,500	0	272,000	205,900	477,900	FS
202304641307	2006	2007		0932	272,000	306,900	578,900	0	272,000	205,900	477,900	FS
202304641307	2005	2006		0932	254,000	382,000	636,000	0	254,000	392,000	646,000	
202304641307	2004	2005		0622	240,000	386,000	626,000	0	240,000	366,000	606,000	
202304641307	2003	2004		0932	231,000	257,000	488,000	0	231,000	267,000	498,000	
202304641307	2002	2003		0932	230,000	241,000	471,000	0	00	241,000	471,000	
202304641307	2001	2002		0932	210,000	225,000	435,000	0	210,000	225,000	435,000	
202304641307	2000	2001		0932	202,000	225,000	427,000	0	200,000	225,000	425,000	
202304641307	1999	2000		0802	187,000	205,000	392,000	0	197,000	205,000	402,000	

202304841307	1988	1988	0832	174,000	213,000	387,000	0	174,000	213,000	387,000	
202304841307	1997	1997	0832	0	0	0	0	173,000	171,000	344,000	
202304841307	1997	1997	0832	0	0	0	0	173,000	151,400	324,400	
202304841307	1995	1995	0832	0	0	0	0	173,000	151,400	324,400	
202304841307	1992	1992	3692	0	0	0	0	155,700	135,300	291,000	
202304841307	1991	1992	3692	0	0	0	0	111,500	187,300	278,800	
202304841307	1990	1991	3692	0	0	0	0	117,700	167,300	285,000	
202304841307	1989	1990	3692	0	0	0	0	38,500	156,000	194,500	
202304841307	1988	1989	3692	0	0	0	0	35,500	0	35,500	
202304841307	1986	1987	3692	0	0	0	0	45,500	0	45,500	
202304841307	1984	1985	3692	0	0	0	0	30,000	0	30,000	
202304841307	1982	1983	3692	0	0	0	0	33,000	0	33,000	

SALES HISTORY

Enclos Number	Recording Number	Document Date	Sale Price	Seller Name	Buyer Name	Instrument	Sale Reason
2375486	20081230005632	12/29/2008	\$0.00	MAIER GEORGE F JR	MAIER LORRAINE J	Quit Claim Deed	Partial Inherit (love and affection gift)
1084115	198902110818	8/6/1989	\$500,000.00	SABEY CORPORATION	MAIER GEORGE F JR-LORRAINE J	Warranty Deed	None

REVIEW HISTORY

PERMIT HISTORY

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PARCEL DATA

Parcel	202304-9003	Jurisdiction	BURIEN
Name	BURIEN CITY OF	Levy Code	0933
Site Address	1016 S 145TH ST 96185	Property Type	C
Geo Area	SP-45	Flat Block / Building Number	
Spec Area	3-C	Plot Lot / Unit Number	
Property Name	Highline Mental Health Center	Quarter-Section-Township-Range	NE-23-23-4

Legal Description

POR OF NE 1/4 OF NW 1/4 OF NE 1/4 LY NWLY OF S 145TH WAY 3 NLY OF S 145TH ST
 Plat Block:
 Plot Lot:

LAND DATA

Highest & Best Use As if Vacant	MANUFACTURING	Percentage Unusable	10
Highest & Best Use As Improved	PRESENT USE	Unbuildable	NO
Present Use	Office Bldg	Restrictive Size Shape	NO
Base Land Value SqFt	8	Zoning	A1-1
Base Land Value	2,362,200	Water	WATER DISTRICT
% Base Land Value Impacted	100	Sewer/Septic	PUBLIC
Base Land Valued Date	12/6/2012	Road Access	PUBLIC
Base Land Value Tax Year	2014	Parking	ADEQUATE
Land BqFt	392,040	Street Surface	PAVED
Acres	9.00		

Views

Rainier	
Territorial	
Olympics	
Cascades	
Seattle Skyline	
Puget Sound	
Lake Washington	
Lake Sammamish	
Lake/River/Creek	
Other View	

Waterfront

Waterfront Location	
Waterfront Footage	
Lot Depth Factor	
Waterfront Bank	
Tide/Shore	
Waterfront Restricted Access	
Waterfront Access Rights	NO
Poor Quality	
Proximity Influence	NO

Designations

Historic Site	
Current Use	
Nbr Bldg Sites	
Adjacent to Golf Fairway	NO
Adjacent to Greenbelt	NO
Other Designation	NO
Deed Restrictions	NO
Development Rights Purchased	NO
Easements	NO
Native Growth Protection Easement	NO
DNR Lease	NO

Nuisances

Topography	YES
Traffic Noise	
Airport Noise	
Power Lines	NO
Other Nuisances	NO

Problems

Water Problems	NO
Transportation Concurrency	NO
Other Problems	NO

Environmental

Environmental	NO
---------------	----

BUILDING

Building Number	1
Building Description	Building 1
Number Of Buildings Aggregated	1
Prominent Use	OFFICE BUILDING (344)
Style	Rect or Slight Irreg
Construction Class	MASONRY
Building Quality	AVERAGE
Stories	1
Building Gross Sq Ft	7,974
Building Net Sq Ft	17,974

Picture of Building 1



Reference Links:

- [King County Tax Links](#)
- [Property Tax Advisor](#)
- [Washington State Department of Revenue \(External link\)](#)
- [Washington State Board of Tax Appeals \(External link\)](#)
- [Board of Appeals/Equalization](#)
- [Districts Report](#)
- [iMap](#)
- [Recorder's Office](#)
- [Scanned images of surveys and other map documents](#)

Year Built	1960
Eff. Year	1960
Percentage Complete	100
Heating System	HOT WATER
Sprinklers	No
Elevators	
1 2 3 4	



Section(s) Of Building Number: 1

Section Number	Section Use	Description	Stories	Height	Floor Number	Gross Sq Ft	Net Sq Ft
1	OFFICE BUILDING (344)		1	10	0	7,974	7,974

TAX ROLL HISTORY

This is a government owned parcel.
 Change to state law (RCW 84.40.045 and 84.40.175) by the 2013 Legislature eliminated revaluation of government owned parcels.

SALES HISTORY

Excise Number	Recording Number	Document Date	Sale Price	Seller Name	Buyer Name	Instrument	Sale Reason
2030793	20130518001263	9/18/2013	\$0.00	HIGHLINE SCHOOL DISTRICT NO 401	BURIEN CITY OF	Buyers and Sales Deed	Other

REVIEW HISTORY

PERMIT HISTORY

Permit Number	Permit Description	Type	Issue Date	Permit Value	Permit Status	Issuing Jurisdiction	Reviewed Date
BLD-09-1476	Install one portable building (420 sq ft) for use as meeting room.	Accessory, New	11/3/2009	\$4,000	Complete	BURIEN	6/21/2010
BLD-09-1477	Install one portable bldg (420 sq ft) for use as meeting room.	Accessory, New	11/3/2009	\$4,000	Complete	BURIEN	6/21/2010
BLD-09-1394	TI approx 638 sq ft within an existing bldg to convert open space into three offices	Removal	10/5/2009	\$23,000	Complete	BURIEN	6/21/2010

HOME IMPROVEMENT EXEMPTION

[New Search](#) | [Property Tax Bill](#) | [Map This Property](#) | [Calculate Taxes](#) | [Area Report](#) | [Print Property Detail](#) **12**

Updated: Dec 4, 2013

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**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion of Resolutions No. 372 and 373, Authorizing the City Manager to Execute Agreements with Merrill Gardens at Burien, L.L.C. and Merrill/Legacy at Burien (MF), L.L.C. regarding a requested Multifamily Limited Property Tax Exemptions.		Meeting Date: June 20, 2016
Department: Community Development	Attachments: 1. Resolution No. 372, Merrill Gardens 2. Resolution No. 373, Legacy/Pillar Apartments 3. Tax Exemption Decision Document-Merrill Gardens 4. Tax Exemption Decision Document-Legacy/Pillar Apartments	Fund Source: n/a Activity Cost: n/a Amount Budgeted: n/a Unencumbered Budget Authority: n/a
Contact: David Johanson, AICP, Senior Planner		
Telephone: (206) 248-5522		
Adopted Initiative: No	Initiative Description: n/a	
PURPOSE/ REQUIRED ACTION: The purpose of this agenda item is for Council to discuss granting the City Manager authority to sign Multifamily Housing Limited Property Tax Exemptions for the Merrill Gardens at Burien and the Merrill/Legacy mixed-use development projects. The authority to allow the City Manager to sign the agreements will be via the adoption of two resolutions. Resolution No. 372 pertains to the Merrill Gardens development and Resolution No. 373 applies to the Legacy/Pillar mixed use project (See Attachments 1 & 2). The requests are for an eight-year limited property tax exemption for the Merrill Gardens development and a 12-year limited tax exemption for the Merrill/Legacy development.		
BACKGROUND (Include prior Council action & discussion): In 2004, the City passed Ordinance 413 establishing the multi-family tax exemption section of the zoning code. The primary purposes of the legislation of Burien is to encourage the creation of multiple-family units within Burien's urban center, which at the time was deficient in residential living opportunities. Constructing housing near retail and transit opportunities results in a more active downtown and is a longstanding land use goal found in Burien's Comprehensive Plan. Originally the zoning code allowed a developer to request a 10-year limited tax exemption, however in 2007 the code was amended to be consistent with state law. The changes in state law and the zoning code created two options. One option is for a tax exemption duration of 8-years and the second is a tax exemption of 12-years. Both options must meet project eligibility criteria as set forth in the Burien Municipal code however the 12-year exemption must also meet specific housing affordability requirements. On December 1, 2015, Legacy Partners Residential and Merrill Gardens at Burien, LLC filed applications for a limited property tax exemption. On December 16, 2015, the City issued a determination confirming both developments meet the qualifying criteria of BMC 19.45.030 (see Attachments 3 & 4). The decision documents contain an analysis of the criteria that must be met before the City may grant the requested tax exemptions. Two tax exemption agreements have been drafted, each applying to their respective portions of the town square development and are included as the exhibits to the proposed resolutions. The two projects are as follows: the first is Parcel 4-Merrill Gardens (former City Hall) and the second is Parcel 5-Merrill/Legacy Apartments (former Bartell Drugs). The tax exemption applies only to the residential portions of the project. Property taxes still will be collected on the land and other improvements, including any new commercial space. Following the Council's action, Community Development and the City Attorney will negotiate any remaining non-substantive details of the agreements with applicants.		

OPTIONS (Including fiscal impacts):

- 1) Authorize the City Manager to sign the Limited Property Tax Exemption Agreements.
- 2) Do not authorize the City Manager to sign the Limited Property Tax Exemption Agreements and provide specific direction to staff to modify the agreements.

Administrative Recommendation:

Discuss Resolutions No. 372 and 373 and consider placing both on the July 18, 2016 Consent Agenda for approval.

Advisory Board Recommendation: N/A

Suggested Motion:

Approve Resolutions No. 372 and 373 authorizing the City Manager to execute two multifamily Limited Property Tax Exemptions for the Merrill Gardens and Merrill/Legacy Apartments at Burien developments.

Submitted by: David Johanson, AICP, Senior Planner

Administration 

City Manager 

Today's Date: [Click here to enter a date.](#)

File Code: R:\CC\Agenda Bill 2016\062016cd-1 MFTE
Merrill-Legacy.docx

CITY OF BURIEN, WASHINGTON

RESOLUTION NO. 372

A RESOLUTION OF THE CITY OF BURIEN, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MERRILL GARDENS AT BURIEN, L.L.C. FOR THE PURPOSE OF GRANTING AN 8-YEAR MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION.

WHEREAS, RCW 84.14 and BMC 19.45 authorize the city to grant limited multifamily housing tax exemptions; and

WHEREAS, on December 1, 2015, William D. Pettit III, representing Merrill Gardens at Burien, L.L.C filed and application for a multifamily tax exemption; and

WHEREAS, the proposed project is located with in the designated residential target area as defined by BMC 19.45.020 [3]; and

WHEREAS, the proposed project includes the construction of 111 for lease residential units; and

WHEREAS, on December 6, 2015 the City of Burien determined that the project, if developed as proposed, will meet the requirements for the exemption and conditionally approved a multifamily tax exemption for the Merrill Gardens at Burien project; and

WHEREAS the City's tax exemption program requires the Owner to enter into an agreement with the City regarding the terms and conditions of the project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager is hereby authorized to execute an agreement for an 8-year multifamily housing limited property tax exemption between the City of Burien and Merrill Gardens at Burien, L.L.C substantially in the form of the agreement attached hereto as Exhibit A. This agreement shall provide for the development of the above-described project in accord with certain terms and conditions, in consideration for which the property related to the new multi-family housing will be certified by the City as qualifying for an eight-year property tax exemption.

Section 2. Effective Date. This resolution shall take effect immediately upon passage by the Burien City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, AT A REGULAR MEETING THEREOF THIS ____ DAY OF JUNE, 2016.

CITY OF BURIEN

Lucy Krakowiak, Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:

Robert F. Noe, Interim City Attorney

Filed with the City Clerk: June ____, 2016
Passed by the City Council: June ____, 2016
Resolution No. 372

RESOLUTION 372

EXHIBIT A

MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

MERRILL GARDENS AT BURIEN 8-YEAR EXEMPTION

THIS AGREEMENT (the “Agreement”) is entered into on the date signed below between Merrill Gardens at Burien, L.L.C., a Washington limited liability company, referred to as “Applicant,” and The City of Burien, Washington, a municipal corporation, referred to as “City” (collective referred to as the “Parties”).

RECITALS:

1. On December 1, 2015, pursuant to Chapter 84.14 RCW and Chapter 19.45 BMC, Applicant applied for an eight-year property tax exemption, proposing an age restricted, mixed-use multi-unit housing project in the City’s Downtown Commercial (DC) zone which has been designated by the City Council as a residential target area for purposes of tax exemptions for multi-family housing;
2. Applicant submitted to the City both final and preliminary site plans and floor plans for a new age restricted, mixed-use multi-family residential housing to be constructed as part of a mixed-use project (the “Project”) on property located at 15020 5th Avenue SW, in Burien, Washington, and described more specifically as follows:

Property Legal Description:

LOT E CITY OF BURIEN LOT LINE ADJUSTMENT NO. PLA 05-1769, RECORDED UNDER RECORDING NUMBER 20051213900014, RECORDS OF KING COUNTY, WASHINGTON.

hereinafter referred to collectively as the “Property”; and

3. The proposed Project consists of a mixed use building containing 111 age-restricted residential units, with up to 40 of the 111 units dedicated as assisted living at any one time, 15 additional rooms providing memory care, associated building amenities, as well as a community room and beauty salon open to the public.
4. Pursuant to Chapter 19.45 BMC, the Project must meet all of the following criteria to be eligible for approval of its application for a property tax exemption:
 - (a) be located within the City’s Downtown Commercial (DC) zone;
 - (b) not displace existing residential tenants;
 - (c) construct a minimum of four new units;
 - (d) have at least 50 percent of the space designated for multi-family housing provide for rental or owner occupancy for at least one month;
 - (e) have new construction of multi-family housing scheduled to be completed within three years from December 17, 2015, the date of approval of the application;
 - (f) have design comply with the City’s Comprehensive Plan, building, housing and zoning codes and any other applicable regulations in effect on December 17, 2015, as

well as BMC Title 15, and other standards and guidelines adopted by the City Council for the City's Downtown Commercial zone;

(g) achieve a minimum residential density of 50 dwelling units per net acre;

(h) be a mixed use project that combines non-residential use with dwelling units, either in the same building, or in different buildings located on the same site.

5. After confirming that no existing rental housing building that contained four or more occupied dwelling units was demolished on the Property within 12 months prior to Applicant's submission of its application for the eight-year property tax exemption, the City concluded that no residential tenants had been displaced.

6. Pursuant to BMC 19.45.030, the Director of Community Development (the "Director") reviewed Applicant's application and determined that the Project is eligible for issuance of a conditional certificate of tax exemption provided that the Applicant enters into a contract with the City that City Council approves.

7. On December 17, 2015, the Director of Community Development approved Applicant's Application for a eight-year property tax exemption.

8. The Applicant is the owner of Property, including the age restricted multi-unit housing project.

9. The Parties understand and agree that the Applicant, or its successors in interest, intends to create an age restricted multi-unit housing project within the Project and that the rights, duties, and obligations of this Agreement and the Property Tax Exemption Certificates will be assigned to the owner of the age restricted multi-unit housing project.

NOW, THEREFORE, in consideration of the above recitals and mutual promises herein, City and Applicant do mutually agree as follows:

1. Conditional Certificate of Acceptance of Tax Exemption.

City agrees, upon execution of this Agreement following approval by resolution of the City Council, to issue a Conditional Certificate of Acceptance of Tax Exemption for the Project ("Conditional Certificate"). The Conditional Certificate shall expire three (3) years from the date of approval of this Agreement by the Council, unless extended by the Director as provided in BMC 19.45.030.7. Applicant understands and agrees that this Agreement and the Conditional Certificate based thereon pertain to the Project complying with the Project eligibility requirements of BMC 19.45.030.4 and that in the event that the Project ceases to comply with those requirements or conditions of the land use or building permit approvals, this Agreement shall not be binding on the Parties and any Conditional Certificate issued pursuant to this Agreement shall be rendered invalid.

2. Agreement to construct Multifamily Housing.

a. Applicant agrees to construct the Project on the Property, including the multifamily housing, substantially as described in the site plans, floor plans, and elevations attached hereto, subject to such modifications thereto as may be required to comply with applicable codes and ordinances, including the design review process.

b. Applicant agrees to construct the Project on the Property, including the multifamily housing, and to comply with all applicable zoning requirements, land use regulations, and building and housing code requirements contained in BMC Titles 14, 15, 17 and 19. Applicant further agrees that approval of this Agreement by the City Council, its execution by the Director of Community Development, or issuance of a Conditional Certificate by the City pursuant to BMC 19.45 is for the sole purpose of authorizing issuance of a Certificate(s) of Tax Exemption and in no way constitutes approval of proposed improvements on the Property with respect to applicable provisions of BMC Titles 14, 15, 17 and 19 or obligates the City to approve proposed improvements. Issuance of a Certificate of Tax Exemption by the City pursuant to or under authority of this Agreement, Chapter 19.45 BMC, or Ch. 18.14 RCW, shall NOT constitute or be construed as a representation or warranty, express or implied, by the City that such issuance complies with applicable laws and no liability shall attach to the City, its officers and officials (elected and appointed), employees, or agents with respect thereto.

c. Applicant agrees that the multifamily housing component of the Project will be completed within three years from December 17, 2015, the date of approval of Applicant's Application by the Director of Community Development, unless extended by the Director for cause as provided in BMC 19.45.030.7.

3. Requirements for Final Certificate of Tax Exemption.

Applicant may, upon completion of the multifamily housing component of the Project and upon issuance by the City of a temporary or permanent certificate of occupancy, request a Final Certificate of Tax Exemption for the 111 units that constitute the age-restricted multifamily housing component of the Project. The request shall be in writing directed to the City's Department of Community Development and be accompanied by the following:

a. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;

b. A description of the completed work and a statement of qualification for the exemption;

c. A statement that the work has been completed within three years of the issuance of the conditional certificate of tax exemption or any authorized extension and in compliance with the terms of this Agreement;

d. A certification by the owner of the Property that the Property has not changed use;

e. A description of changes or improvements constructed after issuance of the certificate of tax exemption;

f. Any additional information requested by the Director of Community Development in regards to the units receiving a tax exemption.

4. Agreement to Issue Final Certificate.

The City agrees to file a Final Certificate of Tax Exemption for Phase I, with the King County Assessor within fourteen (14) days of the Director determining that the Project has been completed within the authorized time period described in paragraph 1 of this Agreement, and that the Project has been completed in accordance with the following requirements:

- a. Constructed the multifamily housing component of the Project by or before December 17, 2018 and in accordance with other requirements of this Agreement in paragraph 2;
- b. Filed a request for a Final Certificate of Tax Exemption with the Community Development Department and submitted all the materials described in paragraph 3 of this Agreement;
- c. Paid to the City a fee to cover the Assessor's administrative costs;
- d. On or before November 30 on an annual basis after the date of issuance of the temporary certificate of tax exemption, provided a report containing the following information to facilitate the City's compliance with reporting requirements in state law:
 - (i) The total number and type of units produced or to be produced by the Project;
 - (ii) The number and type of units produced or to be produced meeting affordable housing requirements;
 - (iii) The actual development cost of each unit produced;
 - (iv) The total monthly rent of each unit produced;
 - (v) For each of the units receiving a tax exemption, the income of each current renter household at the time of that renter's initial occupancy and a summary of this information;
- e. Met all other requirements in Chapter 84.14 RCW and Chapter 19.45 BMC for issuance of the Final Certificate of Tax Exemption.

5. Annual Certification and Annual Report. Applicant, until such time as the exemption has expired or been terminated shall have responsibility for the following:

a. Within thirty (30) days after the first anniversary of the date the City filed the Final Certificate of Tax Exemption for Phase I and each year thereafter for a period of eight (8) years, Applicant agrees to file a certification or declaration with the Director, verified upon oath or affirmation, with respect to the accuracy of the information provided therein, containing the following:

i. A statement of the occupancy and vacancy of the age-restricted multifamily housing units during the previous year, not including the memory care component;

ii. A statement that the multifamily housing has not changed use since the date of filing of the Final Certificate of Tax Exemption; and

iii. A statement that the multifamily housing continues to be in compliance with this Agreement;

iv. A description of any improvements or changes to the Project made after the filing of the Final Certificate or the previous certification.

b. On or before November 30 on an annual basis after the date of issuance of the temporary certificate of tax exemption, and for eight years after issuance of the final certificate of tax exemption, provide a report containing the following information:

(i) The total number and type of units produced or to be produced by the Project;

(ii) The number and type of units produced or to be produced meeting affordable housing requirements;

(iii) The actual development cost of each unit produced;

(iv) The total monthly rent of each unit produced;

(v) For each of the units receiving a tax exemption, the income of each current renter household at the time of that renter's initial occupancy and a summary of this information.

Cooperate with the City to ensure compliance with state laws, including reporting requirements in RCW 84.14.100 as amended, regarding units receiving a tax exemption.

6. No violations for duration of exemption.

For the duration of the exemption granted under BMC Chapter 19.45, the Applicant agrees that the Project and the Property will have no material violations of applicable zoning requirements, land use regulations, and building and housing code requirements contained in BMC Titles 15 and 19 for which the Department of Community Development or its functional successor shall have issued a notice of violation, citation or other notification that

is not resolved by a certificate of compliance, certificate of release, withdrawal or otherwise, within the time period for compliance, if any, provided in such notice of violation, citation or other notification or any extension of the time period for compliance granted by the Director of Community Development.

7. Notification of transfer of interest or change in use.

Applicant agrees to notify the Director within thirty (30) days of any transfer of Applicant's ownership interest in the Project or the Property. Upon transfer of interest of Applicant's ownership interest, an assignment of this Agreement shall be recorded in the records of King County, and the new Property Owner shall assume all of Applicant's obligations under this Agreement and be entitled to all benefits afforded by this Agreement. Applicant agrees to notify the Director and the King County Assessor within sixty (60) days of any change of use of any or all of the age-restricted multifamily housing units on the Property to another use. Applicant acknowledges that such a change in use may result in cancellation of the tax exemption and imposition of additional taxes, interest and penalty pursuant to State law.

8. Cancellation of Exemption - Appeal.

a. Subject to the appeal rights and other provisions set forth in this Agreement and BMC 19.45, the City reserves the right to cancel the Final Certificate of Tax Exemption if at any time the multifamily housing no longer complies with the terms of this Agreement or with the requirements of BMC Chapter 19.45, or with Chapter 84.14 RCW.

b. If the exemption is canceled for non-compliance, Applicant acknowledges that state law requires that an additional real property tax is to be imposed in the amount of: (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-qualifying; (2) a penalty of 20% of the difference calculated under paragraph (a) of this paragraph; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and BMC chapter 19.45. Applicant acknowledges that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, become a lien on the Property and attach at the time the Property or portion of the Property is removed from multifamily use or the amenities no longer meet applicable requirements, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Property may become charged or liable. Applicant further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes.

c. Upon determining that a tax exemption is to be canceled, the Director, on behalf of the City Council, shall notify the property owner by certified mail, return receipt

requested. The property owner(s) may appeal the determination in accordance with BMC 2.20.

9. Amendments.

No modification of this Agreement shall be made unless mutually agreed upon by the parties in writing and unless in compliance with the provisions of BMC 19.45.

10. Binding Effect.

The provisions, covenants, and conditions contained in this Agreement are binding upon the parties hereto and their legal heirs, representatives, successors, assigns, and subsidiaries.

11. Recording of Agreement.

The Director shall cause to be recorded, or require Applicant to record, in the real property records of the King County Department of Records and Elections, this Agreement and any other documents as will identify such terms and conditions of eligibility for exemption as the Director deems appropriate for recording, including requirements under this chapter relating to affordability.

12. Audits and Inspection of Records.

Applicant understands and agrees that the City has the right to audit or review appropriate records to assure compliance with this Agreement and BMC chapter 19.45 and to perform evaluations of the effectiveness of the Multifamily Tax Exemption program. Applicant agrees to make appropriate records available for review or audit upon 21 calendar days' written notice by the City.

13. Notices.

All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when hand-delivered within normal business hours, when delivered by overnight courier delivery service, when actually received by facsimile transmission, or two business days after having been mailed, postage prepaid, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

APPLICANT: Merrill Gardens at Burien. LLC
1938 Fairview Ave E, Suite 300
Seattle, WA 98102
Phone: (206) 676-5600 Fax: (206) 676-5353
Attn: William D. Pettit III

SECONDARY: None

CITY: City of Burien
Department of Community Development
400 SW 152nd Street Ste. 300
Burien, Washington 98166
Phone: (206) 248-5510 Fax: (206) 439-5539
Attention: Director

14. Incorporation of Recitals.

The recitals stated above are incorporated herein by this reference as though fully set forth in this Agreement.

15. Severability.

In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the _____ of **R.D. Merrill Real Estate Holdings, LLC, the managing member of RDM Housing Strategies V, LLC, the managing member of Merrill Gardens at Burien, LLC**, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the _____ of **R.D. Merrill Real Estate Holdings, LLC, the managing member of RDM Housing Strategies V, LLC, the managing member of Merrill Gardens at Burien, LLC**, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.

CITY OF BURIEN, WASHINGTON

RESOLUTION NO. 373

A RESOLUTION OF THE CITY OF BURIEN, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MERRILL/LEGACY AT BURIEN (MF), L.L.C. FOR THE PURPOSE OF GRANTING A 12-YEAR MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION.

WHEREAS, RCW 84.14 and BMC 19.45 authorize the city to grant limited multifamily housing tax exemptions; and

WHEREAS, on December 1, 2015, Kerry Nicholson, representing Merrill/Legacy at Burien (MF), L.L.C filed an application for a multifamily tax exemption; and

WHEREAS, the proposed project is located with in the designated residential target area as defined by BMC 19.45.020 [3]; and

WHEREAS, the proposed project includes the construction of approximately 229 for lease residential units; and

WHEREAS, on December 16, 2016 the City of Burien determined that the project, if developed as proposed, will meet the requirements for the exemption and conditionally approved a multifamily tax exemption for the Merrill/Legacy mixed-use development; and

WHEREAS the City's tax exemption program requires the Owner to enter into an agreement with the City regarding the terms and conditions of the project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager is hereby authorized to execute an agreement for a 12-year multifamily housing limited property tax exemption between the City of Burien and Merrill/Legacy at Burien (MF), L.L.C substantially in the form of the agreement attached hereto as Exhibit A. This agreement shall provide for the development of the above-described project in accord with certain terms and conditions, in consideration for which the property related to the new multi-family housing will be certified by the City as qualifying for a twelve-year property tax exemption.

Section 2. Effective Date. This resolution shall take effect immediately upon passage by the Burien City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, AT A REGULAR MEETING THEREOF THIS ____ DAY OF JUNE, 2016.

CITY OF BURIEN

Lucy Krakowiak, Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:

Robert F. Noe, Interim City Attorney

Filed with the City Clerk: June ____, 2016
Passed by the City Council: June ____, 2016
Resolution No. 373

RESOLUTION 373

EXHIBIT A

MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

PILLAR-LEGACY 12-YEAR EXEMPTION

THIS AGREEMENT (the "Agreement") is entered into on the date signed below between Merrill/Legacy at Burien (MF), L.L.C, a Washington limited liability company, referred to as "Applicant," and the City of Burien, Washington, a municipal corporation, referred to as "City" (collective referred to as the "Parties").

RECITALS:

1. On December 1, 2015, pursuant to Chapter 84.14 RCW and Chapter 19.45 BMC, Applicant applied for a twelve-year property tax exemption, proposing a multi-unit housing project in the City's Downtown Commercial (DC) zone which has been designated by the City Council as a residential target area for purposes of tax exemptions for multi-family housing;
2. Applicant submitted to the City both final and preliminary site plans and floor plans for new multi-family residential housing to be constructed and rented as part of a mixed-use project (the "Project") located at 15045 5th Avenue SW, Burien, Washington, and described more specifically as follows:

Property Legal Description

Lot F, Burien Lot Line Adjustment 07-0895, recorded under recording number 200706269005, in King County, Washington.

hereinafter referred to collectively as the "Property"; and

3. The proposed Project consists of a mixed use building containing 229 multiple-family condominium units and 3,060 square feet of commercial space.
4. Pursuant to Chapter 19.45 BMC, the Project must meet all of the following criteria to be eligible for approval of its application for a property tax exemption:
 - (a) be located within the City's Downtown Commercial (DC) zone;
 - (b) not displace existing residential tenants;
 - (c) construct a minimum of four new units;
 - (d) have at least 50 percent of the space designated for multi-family housing provide for rental or owner occupancy for at least one month;
 - (e) have new construction of multi-family housing scheduled to be completed within three years from December 17, 2015, the date of approval of the application;
 - (f) have design comply with the City's Comprehensive Plan, building, housing and zoning codes and any other applicable regulations in effect on December 17, 2015, as well as BMC Title 15, and other standards and guidelines adopted by the City Council for the City's Downtown Commercial zone;
 - (g) achieve a minimum residential density of 50 dwelling units per net acre;

(h) be a mixed use project that combines non-residential use with dwelling units, either in the same building, or in different buildings located on the same site.

5. Pursuant to RCW 84.14.020 and RCW 84.14.060, for the Property to qualify for a twelve-year exemption, the Applicant must also commit to renting or selling at least twenty percent of the multifamily housing units as affordable housing units to low and moderate-income households, and the Property must satisfy that commitment and any additional affordability and income eligibility conditions adopted by the City Council.

6. The City Council did not impose any additional affordability and income eligibility conditions beyond the requirements already imposed by state law when the Council adopted requirements for consideration for property tax exemption in Chapter 19.45 BMC.

7. Under Chapter 19.45 BMC, for the Property to qualify for a twelve-year property tax exemption, twenty percent of the units must be “affordable housing” rented to low and moderate-income households, where the household’s monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household’s monthly income.

8. Burien is a city in a “high cost area” as defined by RCW 84.14.010, which means a county where the third quarter median house price for the previous year as reported by the Washington center for real estate research at Washington State University is equal to or greater than one hundred thirty percent of the statewide median house price published during the same time period.

9. For cities located in high-cost areas, a “low-income household” means a household that has an adjusted income at or below one hundred percent of the median family income adjusted for family size, for King County. See BMC 19.45.010 and RCW 84.14.010.

10. For cities located in high-cost areas, a “moderate-income household” means a household that has an adjusted income of more than one hundred percent, but at or below one hundred fifty percent of the median family income adjusted for family size for King County. See BMC 19.45.010 and RCW 84.14.010.

11. The median household income applicable in Burien, as established by the United States Housing and Urban Development, Fiscal Year 2016 Income Limits Summary, is \$90,300.

12. Based on the United States Housing and Urban Development, Fiscal Year 2016 Income Limits Summary, in Burien, to qualify as affordable for a low-income household of one person, rent cannot exceed \$1,583; for a two person-household, rent cannot exceed \$1,808; for a three-person household, rent cannot exceed \$2,033.

13. Based on the United States Housing and Urban Development, Fiscal Year 2016 Income Limits Summary, in Burien, to qualify as affordable for a moderate-income household

of one person, rent cannot exceed \$2,374; for two-person household, rent cannot exceed \$2,711; for a three-person household, rent cannot exceed \$3,049.

14. The Applicant provided a letter outlining the Applicant's intent to comply with affordability requirements by providing a total of 46 units that would be made available at rents that do not exceed the maximum rents qualifying as affordable noted above.

15. Of the 46 units that Applicant has proposed as affordable units, two units will be studios accommodating one-person households, 36 units will be one-bedroom units accommodating two-person households, and eight units will be two-bedroom units accommodating three-person households.

16. After confirming that the mix of 46 units that Applicant is proposing as "affordable" represents 20 percent of the total 229 housing units, and that the 46 units includes some units that will be offered at rents affordable to low-income and moderate-income households, the City concluded that Applicant has committed to meeting the affordability requirements in state law and city code.

17. After confirming that no existing rental housing building that contained four or more occupied dwelling units was demolished on the Property within 12 months prior to Applicant's submission of its application for the twelve-year property tax exemption, the City concluded that no residential tenants had been displaced.

18. Pursuant to BMC 19.45.030, the Director of Community Development ("Director") reviewed Applicant's application and determined that the Project is eligible for issuance of a conditional certificate of tax exemption provided that the Applicant enters into a contract with the City that City Council approves.

19. On December 17, 2015, the Director of Community Development approved Applicant's Application for a twelve-year property tax exemption.

20. The Applicant is the owner of Property, including the apartment project.

21. The Parties understand and agree that the Applicant, or its successors in interest, intends to create apartments for rent within the Project and that the rights, duties, and obligations of this Agreement and the Property Tax Exemption Certificates will be assigned to the owner of the apartment project.

NOW, THEREFORE, in consideration of the above recitals and mutual promises herein, City and Applicant do mutually agree as follows:

1. Conditional Certificate of Acceptance of Tax Exemption.

City agrees, upon execution of this Agreement following approval by resolution of the City Council, to issue a Conditional Certificate of Acceptance of Tax Exemption for the Project (“Conditional Certificate”). The Conditional Certificate shall expire three (3) years from the date of approval of this Agreement by the Council, unless extended by the Director as provided in BMC 19.45.030.7. Applicant understands and agrees that this Agreement and the Conditional Certificate based thereon pertain to the Project complying with the Project eligibility requirements of BMC 19.45.030.4 and that in the event that the Project ceases to comply with those requirements or conditions of the land use or building permit approvals, this Agreement shall not be binding on the Parties and any Conditional Certificate issued pursuant to this Agreement shall be rendered invalid.

2. Agreement to construct Multifamily Housing.

a. Applicant agrees to construct the Project on the Property, including the multifamily housing, substantially as described in the site plans, floor plans, and elevations attached hereto, subject to such modifications thereto as may be required to comply with applicable codes and ordinances, including the design review process.

b. Applicant agrees to construct the Project on the Property, including the multifamily housing, and to comply with all applicable zoning requirements, land use regulations, and building and housing code requirements contained in BMC Titles 14, 15, 17 and 19. Applicant further agrees that approval of this Agreement by the City Council, its execution by the Director of Community Development, or issuance of a Conditional Certificate by the City pursuant to BMC 19.45 is for the sole purpose of authorizing issuance of a Certificate(s) of Tax Exemption and in no way constitutes approval of proposed improvements on the Property with respect to applicable provisions of BMC Titles 14, 15, 17 and 19 or obligates the City to approve proposed improvements. Issuance of a Certificate of Tax Exemption by the City pursuant to or under authority of this Agreement, Chapter 19.45 BMC, or Ch. 18.14 RCW, shall NOT constitute or be construed as a representation or warranty, express or implied, by the City that such issuance complies with applicable laws and no liability shall attach to the City, its officers and officials (elected and appointed), employees, or agents with respect thereto.

c. Applicant agrees that the multifamily housing component of the Project will be completed within three years from December 17, 2015, the date of approval of Applicant’s Application by the Director of Community Development, unless extended by the Director for cause as provided in BMC 19.45.030.7.

3. Agreement to meet affordable housing requirements.

a. The Applicant commits to renting at least 20 percent of the total number of multiple-family housing units in this Project as “affordable housing” units to “low and moderate-income households” as required by RCW 84.14.020, RCW 84.14.060, and Chapter 19.45 BMC.

- b. Of the 229 multiple-family housing units that Applicant will construct, Applicant will set rents for at least 34 units that does not exceed the maximum rent to make them “affordable housing” to “moderate income households” in King County, as defined in this Section.
- c. Of the 229 multiple-family housing units that Applicant will construct, Applicant will set rents for at least 12 units that does not exceed the maximum rent to make them “affordable housing” to “low-income households” in King County, as defined in this Section.
- d. Affordability/”affordable housing” for a moderate-income household shall be measured based on whether the amount of rent plus utilities (except telephone) falls at or below 30 percent of up to 150 percent of median household income, adjusted for family size, in King County as established by the United States Housing and Urban Development agency’s published measure for the applicable fiscal year.
- e. Affordability/”affordable housing” for a low-income household shall be measured based on whether the amount of rent plus utilities (except telephone) falls at or below 30 percent of up to 100 percent of the median household income, adjusted for family size, in King County as established by the United States Housing and Urban Development agency’s published measure for the applicable fiscal year.
- f. The Applicant shall meet the minimum affordability requirements in state law and Burien Municipal Code for every year of the twelve-year property tax exemption. To the extent there are any inconsistencies between state law and the BMC, state law definitions and requirements shall apply.
- g. Applicant shall ensure that affordability requirements are met by ensuring that rents are set and adjusted to account for changes in what constitutes median household income for King County so that at least 34 units are “affordable housing” to “moderate-income households.”
- h. Applicant shall also ensure that affordability requirements are met by ensuring that rents are set and adjusted as necessary so that at least 12 units are “affordable housing” to “low-income households.”

4. Requirements for Final Certificate of Tax Exemption.

Applicant may, upon completion of the multifamily housing component of the Project and upon issuance by the City of a temporary or permanent certificate of occupancy, request a Final Certificate of Tax Exemption for the 229 units that constitute the multifamily housing phase of the Project. The request shall be in writing directed to the City’s Department of Community Development and be accompanied by the following:

- a. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;
- b. A description of the completed work and a statement of qualification for the exemption;

c. A statement that the work has been completed within three years of the issuance of the conditional certificate of tax exemption or any authorized extension and in compliance with the terms of this Agreement;

d. A certification by the owner of the Property that the Property has not changed use;

e. A certification by the owner of the Property that the Property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of approval by the city of the conditional certificate of tax exemption.

f. A description of changes or improvements constructed after issuance of the certificate of tax exemption;

g. Any additional information requested by the Director of Community Development in regards to the units receiving a tax exemption.

5. Agreement to Issue Final Certificate.

The City agrees to file a Final Certificate of Tax Exemption for Phase I, with the King County Assessor within fourteen (14) days of the Director determining that the Project has been completed within the authorized time period described in paragraph 1 of this Agreement, and that the Project has been completed in accordance with the following requirements:

- a. Constructed the multifamily housing component of the Project by or before December 17, 2018 and in accordance with other requirements of this Agreement in paragraph 2;
- b. Fulfilled the affordable housing requirements in state law and Chapter 19.45 BMC and further described in paragraph 3 of this Agreement;
- c. Filed a request for a Final Certificate of Tax Exemption with the Community Development Department and submitted all the materials described in paragraph 4 of this Agreement;
- d. Paid to the City a fee to cover the Assessor's administrative costs;
- e. On or before November 30 on an annual basis after the date of issuance of the temporary certificate of tax exemption, provided a report containing the following information to facilitate the City's compliance with reporting requirements in state law:
 - (i) The total number and type of units produced or to be produced by the Project;
 - (ii) The number and type of units produced or to be produced meeting affordable housing requirements;

- (iii) The actual development cost of each unit produced;
 - (iv) The total monthly rent of each unit produced;
 - (v) For each of the units receiving a tax exemption, the income of each current renter household at the time of that renter's initial occupancy and a summary of this information.
- f. Met all other requirements in Chapter 84.14 RCW and Chapter 19.45 BMC for issuance of the Final Certificate of Tax Exemption.
5. Annual Certification and Annual Report. Applicant, until such time as the exemption has expired or been terminated, shall have responsibility for the following:
- a. Within thirty (30) days after the first anniversary of the date the City filed the Final Certificate of Tax Exemption and each year thereafter for a period of twelve (12) years, Applicant agrees to file a certification or declaration with the Director of Community Development, verified upon oath or affirmation, with respect to the accuracy of the information provided therein, containing the following:
 - i. A statement of the occupancy and vacancy of the multifamily housing units during the previous year;
 - ii. A statement that the multifamily housing has not changed use since the date of filing of the Final Certificate of Tax Exemption; and
 - iii. A statement that the multifamily housing continues to be in compliance with this Agreement;
 - iv. A description of any improvements or changes to the Project made after the filing of the Final Certificate or the previous certification.
 - b. On or before November 30 on an annual basis after the date of issuance of the temporary certificate of tax exemption, and for 12 years after issuance of the final certificate of tax exemption, provide a report containing the following information:
 - (i) The total number and type of units produced or to be produced by the Project;
 - (ii) The number and type of units produced or to be produced meeting affordable housing requirements;
 - (iii) The actual development cost of each unit produced;
 - (iv) The total monthly rent of each unit produced;
 - (iv) For each of the units receiving a tax exemption, the income of each current renter household at the time of that renter's initial occupancy and a summary of this information.

Cooperate with the City to ensure compliance with state laws, including reporting requirements in RCW 84.14.100 as amended, regarding units receiving a tax exemption.

6. No violations for duration of exemption.

For the duration of the exemption granted under BMC Chapter 19.45, the Applicant agrees that the Project and the Property will have no material violations of applicable zoning requirements, land use regulations, and building and housing code requirements contained in BMC Titles 15 and 19 for which the Department of Community Development or its functional successor shall have issued a notice of violation, citation or other notification that is not resolved by a certificate of compliance, certificate of release, withdrawal or otherwise, within the time period for compliance, if any, provided in such notice of violation, citation or other notification or any extension of the time period for compliance granted by the Director of Community Development.

7. Notification of transfer of interest or change in use.

Applicant agrees to notify the Director within thirty (30) days of any transfer of Applicant's ownership interest in the Project or the Property. Upon transfer of interest of Applicant's ownership interest, an assignment of this Agreement shall be recorded in the records of King County, and the new Property Owner shall assume all of Applicant's obligations under this Agreement and be entitled to all benefits afforded by this Agreement. Applicant agrees to notify the Director and the King County Assessor within sixty (60) days of any change of use of any or all of the multifamily housing on the Property to another use. Applicant acknowledges that such a change in use may result in cancellation of the tax exemption and imposition of additional taxes, interest and penalty pursuant to State law.

8. Cancellation of Exemption - Appeal.

a. Subject to the appeal rights and other provisions set forth in this Agreement and BMC 19.45, the City reserves the right to cancel the Final Certificate of Tax Exemption if at any time the multifamily housing no longer complies with the terms of this Agreement or with the requirements of BMC Chapter 19.45, or with Chapter 84.14 RCW.

b. If the exemption is canceled for non-compliance, Applicant acknowledges that state law requires that an additional real property tax is to be imposed in the amount of: (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-qualifying; (2) a penalty of 20% of the difference calculated under paragraph (a) of this paragraph; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and BMC chapter 19.45. Applicant acknowledges that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, become a lien on the Property and attach at the time the Property or portion of the Property is removed from multifamily use or the amenities no longer meet applicable requirements, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation,

or responsibility to or with which the Property may become charged or liable. Applicant further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes.

c. Upon determining that a tax exemption is to be canceled, the Director, on behalf of the City Council, shall notify the property owner by certified mail, return receipt requested. The property owner(s) may appeal the determination in accordance with BMC 2.20.

9. Amendments.

No modification of this Agreement shall be made unless mutually agreed upon by the parties in writing and unless in compliance with the provisions of BMC 19.45.

10. Binding Effect.

The provisions, covenants, and conditions contained in this Agreement are binding upon the parties hereto and their legal heirs, representatives, successors, assigns, and subsidiaries.

11. Recording of Agreement.

The Director shall cause to be recorded, or require Applicant to record, in the real property records of the King County Department of Records and Elections, this Agreement and any other documents as will identify such terms and conditions of eligibility for exemption as the Director deems appropriate for recording, including requirements under this chapter relating to affordability.

12. Audits and Inspection of Records.

Applicant understands and agrees that the City has the right to audit or review appropriate records to assure compliance with this Agreement and BMC chapter 19.45 and to perform evaluations of the effectiveness of the Multifamily Tax Exemption program. Applicant agrees to make appropriate records available for review or audit upon 21 calendar days' written notice by the City.

13. Notices.

All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when hand-delivered within normal business hours, when delivered by overnight courier delivery service, when actually received by facsimile transmission, or two business days after having been mailed, postage prepaid, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

APPLICANT: Merrill/Legacy at Burien (MF), L.L.C.
1938 Fairview Avenue E. Suite 300
Seattle, WA 98102
Phone: 206-676-5600 Fax: (206) 676-5353
Attn.: William D. Pettit III

CITY: City of Burien
Department of Community Development
400 SW 152nd Street Ste. 300
Burien, Washington 98166
Phone: (206) 248-5510 Fax: (206) 439-5539
Attention: Director

14. Incorporation of Recitals.

The recitals stated above are incorporated herein by this reference as though fully set forth in this Agreement.

15. Severability.

In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the **R.D. Merrill Real Estate Holdings, LLC, the managing member of RDM Housing Strategies V, LLC, the managing member of Merrill/Legacy at Burien (MF), LLC**, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the **R.D. Merrill Real Estate Holdings, LLC, the managing member of RDM Housing Strategies V, LLC, the managing member of Merrill/Legacy at Burien (MF), LLC**, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.



Notice of Decision

City of Burien 400 SW 152nd Street, Suite 300 Burien, Washington 98166

Date	December 16, 2015
Applicant	William Pettit III, Merrill Gardens at Burien, LLC
Proposal/Request	8-year Multi-family tax exemption for the Merrill Gardens at Burien Town Square project.
File No.	PLA 15-2516
Location	15020 SW 150 th Street, Burien, WA
Tax Parcel No.	192304-9328
Decision	Approval of the request for tax exemption for an 8 year multi-family housing development with conditions.
Appeals	The City of Burien has issued the decision described above. Parties of record may appeal this decision to the Hearing Examiner pursuant to Burien Municipal Code Section 19.65.065.5. The deadline for filing a written Notice of Appeal with the City Clerk is prior to 5:00 p.m. on December 31, 2015 . Copies of the "Notice of Appeal" document may be obtained at the Department of Community Development. There is a non-refundable filing fee of \$309 for the submittal of an appeal. For more information please contact the project planner (see below).
Property Tax Revaluation	Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation. For more information, please contact the King County Assessor's Office at (206) 296-7300.
Project Planner	David Johanson, AICP Department of Community Development City of Burien 400 SW 152 nd Street (Suite 300) Burien, WA 98166-3066 Phone: (206) 248-5522 E-Mail: davidj@burienwa.gov
Attachments	Conditions of approval

ATTACHMENT 3

CONDITIONS OF APPROVAL

Multi-family tax exemption for the Merrill Gardens at Burien Town Square

File No. PLA 15-2616

1. The project phases shall comply with all city guidelines and standards prior to issuance of the final certificate of multi-family tax exemption including but not limited to existing permits and future applications that are subject to applicable requirements contained in the Burien Municipal Code (including but not limited to the Zoning Code, Building Code and Fire Code). It is the responsibility of the applicant to ensure compliance with the various provisions contained in these documents.
2. Pursuant to BMC 19.45.030[4.E], the owner shall complete all construction no later than 3 years from date of City Council approval of a contract, or BMC section 19.45.030[7], extensions of conditional certificates.
3. Pursuant to BMC 19.45.030.6.A, the owner to enter into a contract with the City, subject to approval by resolution of the City Council regarding the terms and conditions of the project.
4. Pursuant to BMC 19.45.030.10, the property owner shall file a notarized declaration with the Director indicating the following:
 - A. A statement of occupancy and vacancy of the multi-family units during the previous year;
 - B. A certification that the property continues to be in compliance with the contract with the City; and
 - C. A description of any subsequent improvements or changes to the property.

City staff shall also conduct on-site verification of the declaration. Failure to submit the annual declaration may result in the tax exemption being canceled.



CITY OF BURIEN, WASHINGTON

Department of Community Development

15811 Ambaum Blvd. SW Ste. C, Burien, Washington 98166

Phone: (206) 241-4647 Fax: (206) 248-5539

MULTI-FAMILY TAX EXEMPTION APPLICATION DECISION

FOR

Burien Town Square Parcel 4 – Merrill Gardens at Burien

File No.: PLA 15-2516

Project Name: Merrill Gardens at Burien Town Square

Applicant: William Pettit III, Merrill Gardens at Burien, LLC

Location: 15020 SW 150th Street
Burien, WA 98166

Request: 8-year Multi-family tax exemption for the Merrill Gardens at Burien Town Square project.

Parcel Nos.: 192304-9328

Project Planner: David Johanson, AICP
Senior Planner

Date: December 17, 2015

Decision: Approval of the request for tax exemption for an 8 year multi-family housing development with conditions.

I. INTRODUCTION

A. PROJECT SUMMARY

The site is located in the downtown commercial zone. The project area is bordered by SW 151st Street on the south, SW 150th on the north, 4th Avenue SW on the east and 5th Avenue SW on the west (see Attachments 1). The project site is parcel 4 of the 6 parcel town square redevelopment project.

The Merrill Gardens at Burien Town Square project consists of a mixed use project that includes a combination of residential, assisted living and commercial uses. The building will contain 111 age restricted units along with 15 rooms that will provide memory care. The applicant has stated that no more than 40 of the 111 units will be dedicated as assisted living at

any one time. The building will be 4 stories of multifamily units located above one level of parking. Parking will be provided internally and below grade and contain 70 parking stalls. The secured parking garage will obtain access from Southwest 151st Street.

The building will generally enclose a private courtyard and a number of building amenities such as exercise rooms, a beauty salon and dining rooms will occupy the first floor adjacent to the courtyard. These building amenities will also front the sidewalks around the perimeter and add visual interest at the pedestrian level. The applicant has indicated that the beauty salon will be open to the public and function like a normal business, the remaining amenities, with the exception of the community room, will be for the sole use of the residents and their guests.

The community room, which will be made available to the public will open onto a public space that will look and function as a small pocket park. The park-like space is located on city owned land and will be open and available to the public.

The project completed the City of Burien design review process on August 12, 2014 (File No. PLA 14-1276) and on May 18, 2015 was issued a building permit (Permit No. BLD 14-1928).

Application for the multi-family tax exemption request was submitted on December 1, 2015 (see Attachment 3). A complete application letter was issued on December 11, 2015. A Notice of Decision was issued on December 17, 2015. The application was processed in 6 calendar days, meeting the 90-day review requirement as stated in BMC 19.45.030 [6].

B. DECISION

Based on the Findings of Fact and Conclusions (Section II) and Attachments to this report, the applicant's request for a tax exemption for multi-family housing is approved subject to the following conditions:

1. The project phases shall comply with all city guidelines and standards prior to issuance of the final certificate of multi-family tax exemption including but not limited to existing permits and future applications that are subject to applicable requirements contained in the Burien Municipal Code (including but not limited to the Zoning Code, Building Code and Fire Code). It is the responsibility of the applicant to ensure compliance with the various provisions contained in these documents (see Conclusion II.C.6.b).
2. Pursuant to BMC 19.45.030[4.E], the owner shall complete all construction no later than 3 years from date of City Council approval of a contract, or BMC section 19.45.030(7), extensions of conditional certificates (see Conclusion II.A.5.b).
3. Pursuant to BMC 19.45.030[6.A], the owner to enter into a contract with the City, subject to approval by resolution of the City Council regarding the terms and conditions of the project (see Conclusion II.A.9.b).

4. Pursuant to BMC 19.45.030[10], the property owner shall file a notarized declaration with the Director indicating the following:
 - A. A statement of occupancy and vacancy of the multi-family units during the previous year;
 - B. A certification that the property continues to be in compliance with the contract with the City; and
 - C. A description of any subsequent improvements or changes to the property.

City staff shall also conduct on-site verification of the declaration. Failure to submit the annual declaration may result in the tax exemption being canceled (see Conclusion II.A.10.b).

II. FINDINGS OF FACT AND CONCLUSIONS

A. COMPLIANCE WITH PROJECT ELIGIBILITY REQUIREMENTS

Pursuant to BMC 19.45.030[4] a proposed project requesting the a multi-family tax exemption must meet the following requirements;

1. **Location:** The project must be located within a residential target area, as designated in BMC section 19.45.020[3].
 - a. **Facts:** The project is located within the DC zone which is designated as a residential target area as in stated BMC section 19.45.020[3].
 - b. **Conclusion:** The project meets the criteria.
2. **Tenant Displacement Prohibited.** The project must not displace existing residential tenants of structures that are proposed for redevelopment.
 - a. **Facts:** The parcel did not have pre-existing structures containing residential housing tenants.
 - b. **Conclusion:** The project meets the criteria.
3. **Size.** The project must include at least four residential units of multi-family housing within a residential structure or as a part of a mixed-use development.
 - a. **Facts:** The project proposes a total of 111 residential units in a mixed unit development. In addition there will be 15 memory care units located on the first floor.
 - b. **Conclusion:** The project meets the criteria.

4. **Permanent Residential Housing.** At least 50 percent of the space designated for multi-family housing must be provided for permanent residential occupancy, as defined in Section 19.45.010.
 - a. **Facts:** The project proposes a total of 111 residential units all of which will be “for lease” units. Fifteen memory care units are also included in the project.
 - b. **Conclusion:** The project meets the criteria.
5. **Proposed Completion Date.** New construction multi-family housing and rehabilitation improvements must be scheduled to be completed within three years from the date of approval of the application.
 - a. **Facts:** The application states that the project will be complete by August 2016 which is within three years from the date of approval of the application.
 - b. **Conclusion:** The project meets the criteria. To ensure compliance this approval should be conditioned to require the project to complete all construction no later than 3 years from date of City Council approval of a contract, or BMC section 19.45.030(7), extensions of conditional certificates.
6. **Compliance with Guidelines and Standards.** The project must be designed to comply with the City’s Comprehensive Plan, building, housing, and zoning codes and any other applicable regulations in effect at the time the application is approved. New construction, rehabilitation and conversion improvements must comply with BMC Title 15. The project must also comply with development standards and guidelines adopted by the City Council for the residential target area in which the project will be developed.
 - a. **Facts:** The Merrill Gardens at Burien (Parcel 4) has completed the required administrative design review and building permit review and approval process. The administrative design review (PLA 14-1276) was approved on August 12, 2014 and the primary building permit (BLD 14-1928) was issued on May 18, 2014.
 - b. **Conclusion:** All project phases should be conditioned to ensure compliance with all city guidelines and standards prior to issuance of the final certificate of multi-family tax exemption including but not limited to existing permits and future applications that subject to the applicable requirements contained in the Burien Municipal Code (including but not limited to the Zoning Code, Building Code and Fire Code). It is the responsibility of the applicant to ensure compliance with the various provisions contained in these documents.
7. **Minimum Residential Density.** The project shall achieve a minimum residential density of 50 dwelling units per acre pursuant to the calculation method prescribed in BMC 19.45.030[4.G].

a. **Facts:** The gross lot area, unit counts and percent of floor area devoted to residential use is as follows;

	Units	Land area	Residential floor area %	Residential Floor Area (sq. ft.)
Parcel 4	111	52,837(1.21ac)	96%	159,057

The density calculations for each phase of the project are as follows;

Merrill Gardens at Burien, Parcel 4 = 111/(1.21ac*96%) = 95 dwelling units per acre

b. **Conclusion:** The project meets the criteria.

8. Mixed Use Development. The project shall be a mixed use project as defined by BMC19.10.350.

a. **Facts:** BMC 19.10.350 defines “mixed use” as a project or building that combines non-residential use with dwelling units, either in the same building, or in different buildings located on the same site. The project proposes a total of 111 residential units along with 2,998 square feet of community and commercial space.

Burien code also allows the Director to waive the mixed use requirement if the project either:

- 1) The project provides at least one complete public benefit feature from BMC Table 19.15.025[1], or
- 2) The units are designed, marketed and managed for housing for persons 55 years or older, or
- 3) The project meets the minimum requirement for the twelve-year property tax exemption.

In addition to the project meeting the mixed use definition it also includes multiple public benefits from BMC Table 19.15.025[1] and the units are designed and will be marketed and managed for housing for persons 55 years or older.

b. **Conclusion:** The project meets the criteria.

9. Issuance of Conditional Certificate.

a. **Facts:** Pursuant to BMC 19.45.030[6.A] If an application is approved, the applicant shall enter into a contract with the City, subject to approval by resolution of the City Council regarding the terms and conditions of the project. Upon Council approval of the contract, the Director shall issue a Conditional Certificate of Acceptance of Tax Exemption.

- b. **Conclusion:** To ensure compliance with the Burien Municipal Code this approval shall be conditioned to require the owner to enter into a contract with the City, subject to approval by resolution of the City Council regarding the terms and conditions of the project.

10. Annual Compliance Review.

- a. **Facts:** Pursuant to BMC 19.45.030[10] the property *owner* shall file a notarized declaration with the *Director* indicating the following:
- A. A statement of occupancy and vacancy of the multi-family units during the previous year;
 - B. A certification that the property continues to be in compliance with the contract with the City; and
 - C. A description of any subsequent improvements or changes to the property.

City staff shall also conduct on-site verification of the declaration. Failure to submit the annual declaration may result in the tax exemption being canceled.

- b. **Conclusion:** To ensure compliance with the Burien Municipal Code this approval shall be conditioned requiring the property *owner* shall file a notarized declaration with the *Director* indicating the following:
- A. A statement of occupancy and vacancy of the multi-family units during the previous year;
 - B. A certification that the property continues to be in compliance with the contract with the City; and
 - C. A description of any subsequent improvements or changes to the property.

City staff shall also conduct on-site verification of the declaration. Failure to submit the annual declaration may result in the tax exemption being canceled.

III. APPEALS

The following is a summary of the deadlines and procedures for appeals. The applicant wishing to file or respond to this decision should contact the Department of Community Development for further procedural information.

The applicant may appeal this decision to the City Council (BMC 19.45.030[6.C]). The Decision of the Director is final and conclusive unless within 14 days of issuance of the Notice of Decision, which shall be before 5 PM on **December 31, 2015**, the applicant files a written statement of appeal with the City Clerk.

On appeal, the Director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the Director's decision. The City Council's decision on appeal will be final.

IV. DURATION OF EXEMPTION

BMC 19.45.030.2 states that the value of improvements qualifying under the chapter will be exempt from ad valorem property taxation for ten successive year beginning January 1st of the year immediately following the calendar year of issuance of the Final Certificate of Tax Exemption.

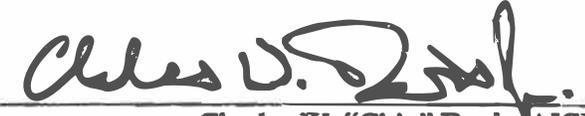
V. ATTACHMENTS

1. Vicinity Map
2. Application form, received December 1, 2015
3. Building elevations and Floor plans

VI. APPLICANT(S) OF RECORD

William D. Pettit III (Applicant) Merrill Gardens at Burien, LLC 1938 Fairview Avenue E. Suite 300 Seattle, WA 98102	Alexis Chartouni (Project Contact) Finem Investment and Development Limited 7525 SW 24 th Street, Suite 180 Mercer Island, WA 98040
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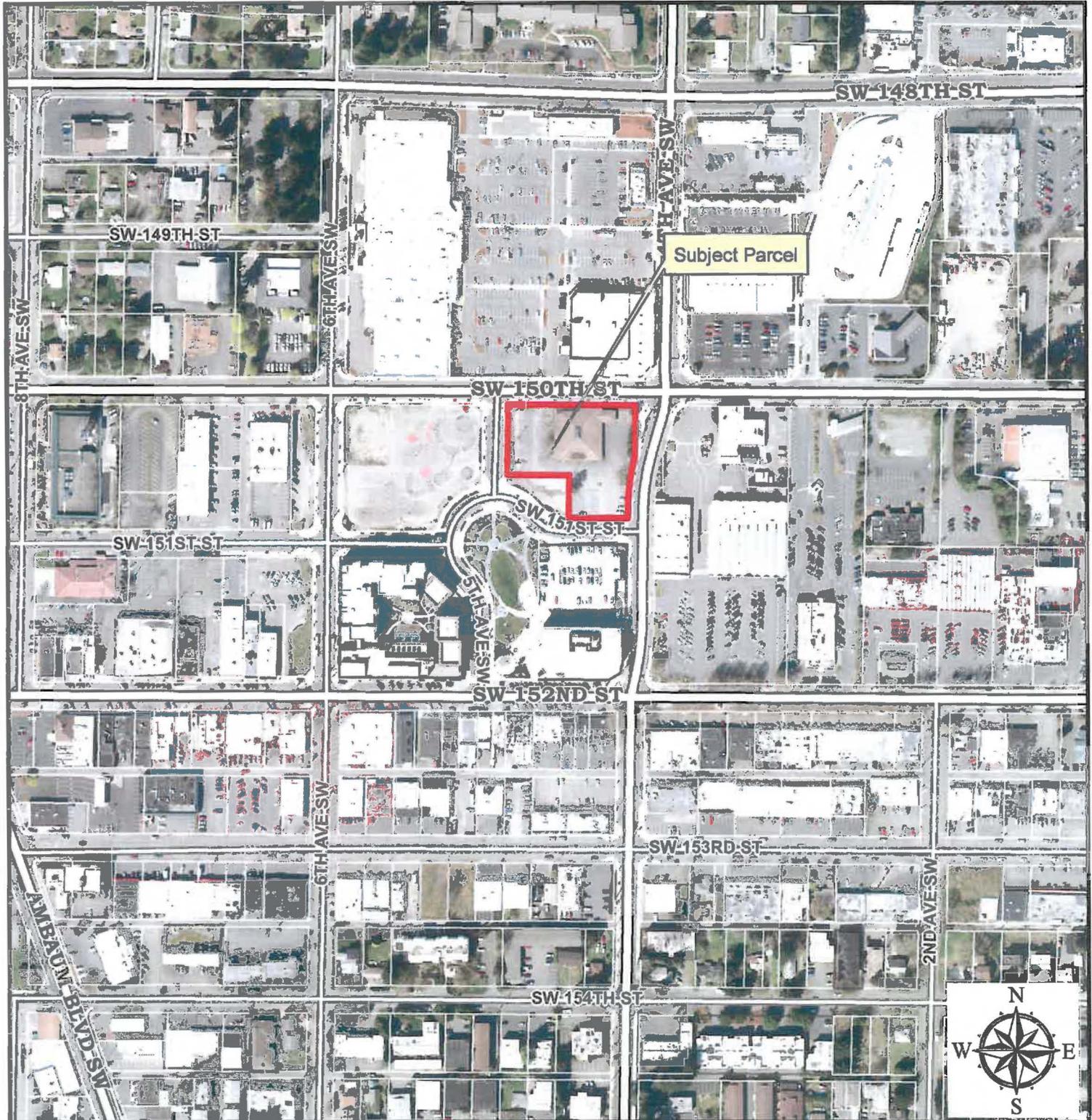
Dated this 17th day of December, 2015.


Charles W. "Chip" Davis, AICP
Director of Community Development

Merrill Gardens at Burien Town Square 8-Year Multi-family Tax Exemption Request File No. PLA 15-2516



Vicinity Map



THE CITY OF BURIEN DISCLAIMS ANY WARRANTY OF FITNESS OF USE FOR PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO THIS PRODUCT.



Notice of Decision

City of Burien 400 SW 152nd Street, Suite 300 Burien, Washington 98166

Date	December 16, 2015
Applicant	Kerry Nicholson, Legacy Partners Residential
Proposal/Request	12-year Multi-family tax exemption for the Apartments at Burien Town Square project.
File No.	PLA 15-2515
Location	15045 5 th Avenue SW, Burien, WA
Tax Parcel No.	192304-9359
Decision	Approval of the request for tax exemption for a 12 year multi-family housing development with conditions.
Appeals	The City of Burien has issued the decision described above. Parties of record may appeal this decision to the Hearing Examiner pursuant to Burien Municipal Code Section 19.65.065.5. The deadline for filing a written Notice of Appeal with the City Clerk is prior to 5:00 p.m. on December 31, 2015 . Copies of the "Notice of Appeal" document may be obtained at the Department of Community Development. There is a non-refundable filing fee of \$309 for the submittal of an appeal. For more information please contact the project planner (see below).
Property Tax Revaluation	Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation. For more information, please contact the King County Assessor's Office at (206) 296-7300.
Project Planner	David Johanson, AICP Department of Community Development City of Burien 400 SW 152 nd Street (Suite 300) Burien, WA 98166-3066 Phone: (206) 248-5522 E-Mail: davidj@burienwa.gov
Attachments	Conditions of approval

ATTACHMENT 4

CONDITIONS OF APPROVAL

Multi-family tax exemption for the Apartments at Burien Town Square

File No. PLA 15-2615

1. The project phases shall comply with all city guidelines and standards prior to issuance of the final certificate of multi-family tax exemption including but not limited to existing permits and future applications that are subject to applicable requirements contained in the Burien Municipal Code (including but not limited to the Zoning Code, Building Code and Fire Code). It is the responsibility of the applicant to ensure compliance with the various provisions contained in these documents.
2. Pursuant to BMC 19.45.030[4.E], the owner shall complete all construction no later than 3 years from date of City Council approval of a contract, or BMC section 19.45.030[7], extensions of conditional certificates.
3. Pursuant to BMC 19.45.030[6.A], the owner to enter into a contract with the City, subject to approval by resolution of the City Council regarding the terms and conditions of the project.
4. Pursuant to BMC 19.45.030[10], the property owner shall file a notarized declaration with the Director indicating the following:
 - A. A statement of occupancy and vacancy of the multi-family units during the previous year;
 - B. A certification that the property continues to be in compliance with the contract with the City; and
 - C. A description of any subsequent improvements or changes to the property.

City staff shall also conduct on-site verification of the declaration. Failure to submit the annual declaration may result in the tax exemption being canceled.



CITY OF BURIEN, WASHINGTON

Department of Community Development

15811 Ambaum Blvd. SW Ste. C, Burien, Washington 98166

Phone: (206) 241-4647 Fax: (206) 248-5539

MULTI-FAMILY TAX EXEMPTION APPLICATION

DECISION

FOR

Burien Town Square Parcel 5 – Apartments at Burien Town Square

File No.: PLA 15-2515

Project Name: Apartments at Burien Town Square

Applicant: Kerry Nicholson, Legacy Partners Residential

Location: 15045 5th Avenue SW
Burien, WA 98166

Request: 12-year Multi-family tax exemption for the Apartments at Burien Town Square project.

Parcel Nos.: 192304-9359

Project Planner: David Johanson, AICP
Senior Planner

Date: December 17, 2015

Decision: Conditional approval of the request for a 12 year multi-family housing development tax exemption.

I. INTRODUCTION

A. PROJECT SUMMARY

The Burien Town Square Parcel 5 development proposal currently referred to as the Apartments at Burien Town Square, consists of the construction of a new 229 unit multi-family building including 3,974 square feet of commercial space. The site is currently zoned Downtown Commercial (DC) which allows multi-family developments. The building is considered a mixed use development and will be 5 stories of multi-family units located above two levels of building amenities, units and parking. Parking will be provided internally and the lower two levels will contain 246 parking stalls. The parking levels will be ringed by multi-family units, a small commercial space and building occupant recreational spaces. The design of the building will have two primary vertical residential towers that will ring a central courtyard containing outdoor recreational space for the tenants. Additional recreation features will be dispersed throughout the building and include a theater, bicycle workshop, exercise

room and small private recreational rooms. The project will obtain access to each of the two levels of parking using separate accesses from 6th Avenue SW and SW 150th Street (see Attachment 3).

The project completed the City of Burien design review process on October 2, 2014 (File No. PLA 14-1277) and on June 16, 2015 was issued a building permit (Permit No. BLD 14-2142).

Application for the multi-family tax exemption request was submitted on December 1, 2015 (see Attachment 2). A complete application letter was issued on December 11, 2015. A Notice of Decision was issued on December 17, 2015. The application was processed in 6 calendar days, meeting the 90-day review requirement as stated in BMC 19.45.030 [6].

B. DECISION

Based on the Findings of Fact and Conclusions (Section II) and Attachments to this report, the applicant's request for a tax exemption for multi-family housing is approved subject to the following conditions:

1. The project phases shall comply with all city guidelines and standards prior to issuance of the final certificate of multi-family tax exemption including but not limited to existing permits and future applications that are subject to applicable requirements contained in the Burien Municipal Code (including but not limited to the Zoning Code, Building Code and Fire Code). It is the responsibility of the applicant to ensure compliance with the various provisions contained in these documents (see Conclusion II.A.6.b).
2. Pursuant to BMC 19.45.030[4.E], the owner shall complete all construction no later than 3 years from date of City Council approval of a contract, or BMC section 19.45.030[7], extensions of conditional certificates (see Conclusion II.A.5.b).
3. Pursuant to BMC 19.45.030[6.A], the owner to enter into a contract with the City, subject to approval by resolution of the City Council regarding the terms and conditions of the project (see Conclusion II.A.10.b).
4. Pursuant to BMC 19.45.030.10, the property *owner* shall file a notarized declaration with the *Director* indicating the following:
 - A. A statement of occupancy and vacancy of the multi-family units during the previous year;
 - B. A certification that the property continues to be in compliance with the contract with the City; and
 - C. A description of any subsequent improvements or changes to the property.

City staff shall also conduct on-site verification of the declaration. Failure to submit the annual declaration may result in the tax exemption being canceled (see Conclusion II.A.11.b).

II. FINDINGS OF FACT AND CONCLUSIONS

A. COMPLIANCE WITH PROJECT ELIGIBILITY REQUIREMENTS

Pursuant to BMC 19.45.030[4] a proposed project requesting the a multi-family tax exemption must meet the following requirements;

1. **Location:** The project must be located within a residential target area, as designated in BMC section 19.45.020[3].
 - a. **Facts:** The project is located within the DC zone which is designated as a residential target area as in stated BMC section 19.45.020[3].
 - b. **Conclusion:** The project meets the criteria.
2. **Tenant Displacement Prohibited.** The project must not displace existing residential tenants of structures that are proposed for redevelopment.
 - a. **Facts:** The parcel did not have pre-existing structures containing residential housing tenants.
 - b. **Conclusion:** The project meets the criteria.
3. **Size.** The project must include at least four residential units of multi-family housing within a residential structure or as a part of a mixed-use development.
 - a. **Facts:** The project proposes a total of 229 residential units in a mixed unit development.
 - b. **Conclusion:** The project meets the criteria.
4. **Permanent Residential Housing.** At least 50 percent of the space designated for multi-family housing must be provided for permanent residential occupancy, as defined in Section 19.45.010.
 - a. **Facts:** The project proposes a total of 229 residential units all of which will be “for lease” units.
 - b. **Conclusion:** The project meets the criteria.

5. **Proposed Completion Date.** New construction multi-family housing and rehabilitation improvements must be scheduled to be completed within three years from the date of approval of the application.
- a. **Facts:** The application states that the project will be complete by May 2017 which is within three years from the date of approval of the application.
 - b. **Conclusion:** The project meets the criteria. To ensure compliance this approval should be conditioned to require the project to complete all construction no later than 3 years from date of City Council approval of a contract, or BMC section 19.45.030[7], extensions of conditional certificates.
6. **Compliance with Guidelines and Standards.** The project must be designed to comply with the City's Comprehensive Plan, building, housing, and zoning codes and any other applicable regulations in effect at the time the application is approved. New construction, rehabilitation and conversion improvements must comply with BMC Title 15. The project must also comply with development standards and guidelines adopted by the City Council for the residential target area in which the project will be developed.
- a. **Facts:** The Apartments of Burien Town Square (Parcel 5) has completed the required administrative design review and building permit review and approval process. The administrative design review (PLA 14-1277) was approved on October 2, 2014 and the primary building permit (BLD 14-2142) was issued on June 16, 2015.
 - b. **Conclusion:** All project phases should be conditioned to ensure compliance with all city guidelines and standards prior to issuance of the final certificate of multi-family tax exemption including but not limited to existing permits and future applications that subject to the applicable requirements contained in the Burien Municipal Code (including but not limited to the Zoning Code, Building Code and Fire Code). It is the responsibility of the applicant to ensure compliance with the various provisions contained in these documents.
7. **Minimum Residential Density.** The project shall achieve a minimum residential density of 50 dwelling units per acre pursuant to the calculation method prescribed in BMC 19.45.030[4.G].
- a. **Facts:** The gross lot areas, unit counts and percent of floor area devoted to residential use is as follows;

	Units	Land area	Residential floor area %	Residential Floor Area (sq. ft.)
Parcel 5	229	74,847(1.72 acres)	99%	308,241

The density calculations for this development is as follows;

Apartment at Burien Town Square, Parcel 5 = $229 / (1.72 \text{ ac} \times 99\%) = 134$ dwelling units per acre

b. Conclusion: The project meets the criteria.

8. Mixed Use Development. The project shall be a mixed use project as defined by BMC19.10.350.

a. Facts: BMC 19.10.350 defines "mixed use" as a project or building that combines non-residential use with dwelling units, either in the same building, or in different buildings located on the same site. The project proposes a total of 229 residential units along with 3,974 square feet of commercial space.

Burien code also allows the Director to waive the mixed use requirement if the project either:

- 1) The project provides at least one complete public benefit feature from BMC Table 19.15.025[1], or
- 2) The units are designed, marketed and managed for housing for persons 55 years or older, or
- 3) The project meets the minimum requirement for the twelve-year property tax exemption.

In addition to the project meeting the mixed use definition it also includes multiple public benefits from BMC Table 19.15.025.1 and the owners are pursuing the twelve-year tax exemption.

b. Conclusion: The project meets the criteria.

9. 12-year Exemption Criteria.

a. Facts: Pursuant to BMC 19.45.030[2.b.ii] to qualify for a 12 year exemption the applicant must commit to renting or selling at least 20 percent of the unit as affordable units to low and moderate-income households as defined in the Burien Municipal Code. Those terms are defined as follows.

"Affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income. For the purposes of housing intended for owner occupancy, "affordable housing" means residential housing that is within the means of low or moderate-income households.

"Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is at or below eighty percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States department of housing and urban development. For cities located in high-cost areas, "low-income household" means a household that has an

income at or below one hundred percent of the median family income adjusted for family size, for the county where the project is located.

“Moderate-income household” means a single person, family, or unrelated persons living together whose adjusted income is more than eighty percent but is at or below one hundred fifteen percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States department of housing and urban development. For cities located in high-cost areas, “moderate-income household” means a household that has an income that is more than one hundred percent, but at or below one hundred fifty percent, of the median family income adjusted for family size, for the county where the project is located.

The City of Burien is located in a high cost area, therefore for units to qualify as low income households, rents shall be at or below one hundred percent of the median family income adjusted for family size. For units to qualify as moderate income households, rents shall more than one hundred percent but at or below one hundred and fifty percent of median family income adjusted for family size.

The project proposes 229 units and the minimum amount of units to be provided meeting the affordability requirement is 20%. Therefore 46 units must meet the affordability requirement.

Median Household income as established by the United States Housing and Urban Development, Fiscal Year 2015 Income Limits Summary is \$89,600.

Maximum Affordable Rents, 2015			
Median Income = \$89,600			
	1 person household	2 person household	3 person household
Income adjusted for Household size	\$62,800	\$71,800	\$80,700
Low Income Rent* (100% of Median Income)	\$1,570	\$1,793	\$2,018
Moderate Income Rent* (150% of Median Income)	\$2,355	\$2,689	\$3,026

Source: Source United States Housing and Urban Development, Fiscal Year 2015 Income Limits Summary.

*- Pursuant to the definition of “affordable housing” rent calculations include cost of utilities other than telephone.

The applicant has provided a letter outlining how they intend to comply with the affordability requirements. They are proposing to provide a mix of units to be available at rents within the prescribed affordability range (see Attachment 4). The following is a summary of the unit types that will be provided while also meeting the maximum rent requirements as stated above.

Studio	-	2 units	(1 person)
All type 1/1	-	36 units	(2 persons)
All types 2/2	-	8 units	(3 persons)
Total	-	46 "affordable" units	

- b. **Conclusions:** Pursuant to BMC 19.45.030[2.b.ii] the applicant shall rent 20%, or 46 units meeting the affordability requirements stated above.

10. Issuance of Conditional Certificate.

- a. **Facts:** Pursuant to BMC 19.45.030[6.A] If an application is approved, the applicant shall enter into a contract with the City, subject to approval by resolution of the City Council regarding the terms and conditions of the project. Upon Council approval of the contract, the Director shall issue a Conditional Certificate of Acceptance of Tax Exemption.
- b. **Conclusion:** To ensure compliance with the Burien Municipal Code this approval shall be conditioned to require the owner to enter into a contract with the City, subject to approval by resolution of the City Council regarding the terms and conditions of the project.

11. Annual Compliance Review.

- a. **Facts:** Pursuant to BMC 19.45.030[10] the property owner shall file a notarized declaration with the Director indicating the following:
- A. A statement of occupancy and vacancy of the multi-family units during the previous year;
 - B. A certification that the property continues to be in compliance with the contract with the City; and
 - C. A description of any subsequent improvements or changes to the property.

City staff shall also conduct on-site verification of the declaration. Failure to submit the annual declaration may result in the tax exemption being canceled.

- b. **Conclusion:** To ensure compliance with the Burien Municipal Code this approval shall be conditioned requiring the property owner shall file a notarized declaration with the Director indicating the following:
- A. A statement of occupancy and vacancy of the multi-family units during the previous year;
 - B. A certification that the property continues to be in compliance with the contract with the City; and
 - C. A description of any subsequent improvements or changes to the property.

City staff shall also conduct on-site verification of the declaration. Failure to submit the annual declaration may result in the tax exemption being canceled.

III. APPEALS

The following is a summary of the deadlines and procedures for appeals. The applicant wishing to file or respond to this decision should contact the Department of Community Development for further procedural information.

The applicant may appeal this decision to the City Council (BMC 19.45.030[6.C]). The Decision of the Director is final and conclusive unless within 14 days of issuance of the Notice of Decision, which shall be before 5 PM on December 31, 2015, the applicant files a written statement of appeal with the City Clerk.

On appeal, the Director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the Director's decision. The City Council's decision on appeal will be final.

IV. DURATION OF EXEMPTION

BMC 19.45.030.2 states that the value of improvements qualifying under the chapter will be exempt from ad valorem property taxation for ten successive year beginning January 1st of the year immediately following the calendar year of issuance of the Final Certificate of Tax Exemption.

V. ATTACHMENTS

1. Vicinity Map
2. Application form, received December 1, 2015
3. Building elevations and Floor plans
4. Letter regarding unit affordability

VI. APPLICANT(S) OF RECORD

Kerry Nicholson (Applicant) Legacy Partners Residential 7525 SW 24 th Street, Suite 180 Mercer Island, WA 98040	Merrill/Legacy at Burien (MF), LLC 1938 Fairview Avenue E. Suite 300 Seattle, WA 98102
Alexis Chartouni (Project Contact) 7525 SW 24 th Street, Suite 180 Mercer Island, WA 98040	

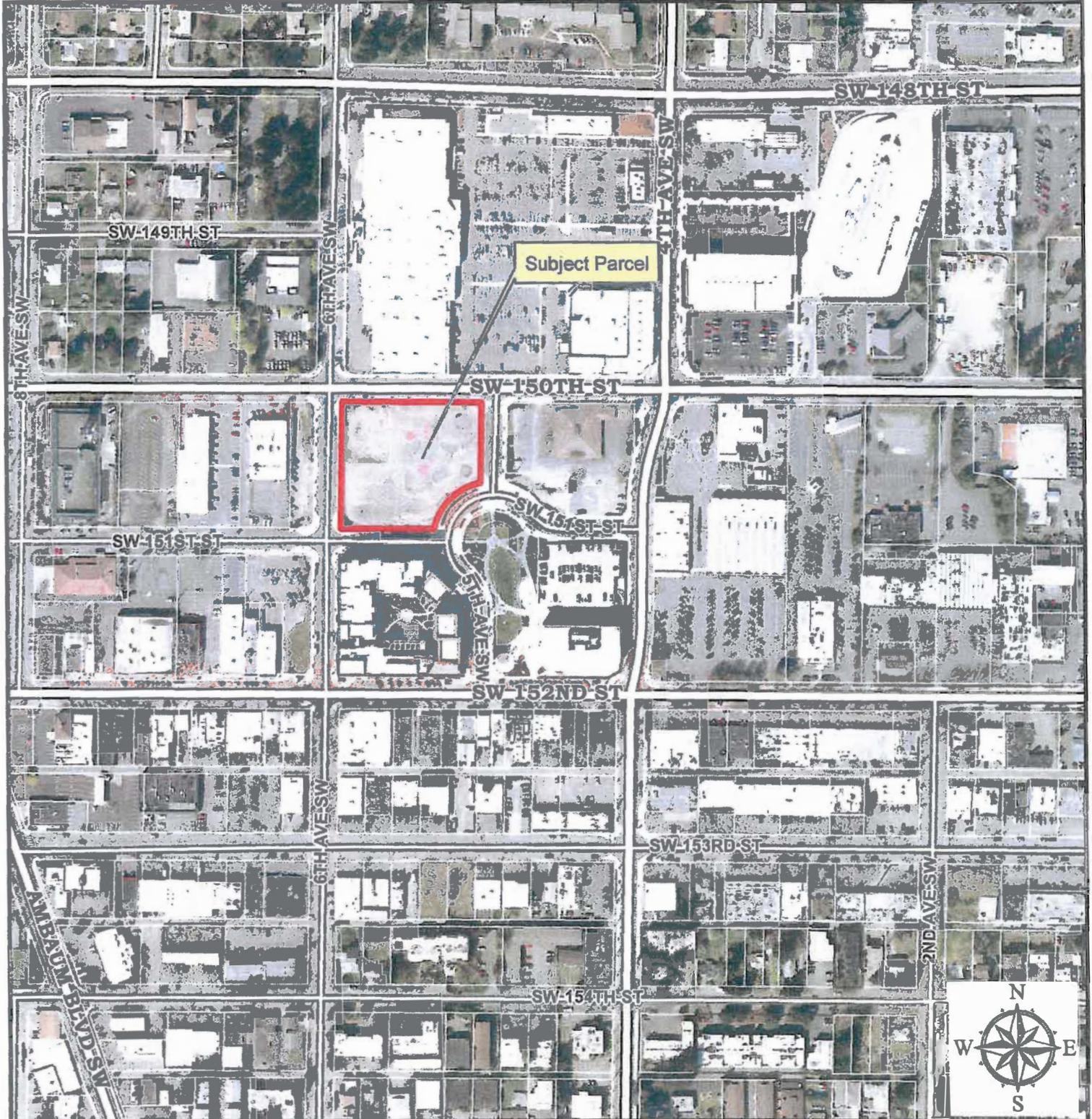
Dated this 17th day of December, 2015.


Charles W. "Chip" Davis, AICP
Director of Community Development

Apartments at Burien Town Square 12-Year Multi-family Tax Exemption Request File No. PLA 15-2515



Vicinity Map



**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Review of Council Proposed Agenda Schedule		Meeting Date: June 20, 2016
Department: City Manager	Attachments: Proposed Agenda Schedule	Fund Source: N/A
Contact: Monica Lusk, City Clerk		Activity Cost: N/A
Telephone: (206) 248-5517		Amount Budgeted: N/A
Adopted Initiative: Yes No X		Unencumbered Budget Authority: N/A
Initiative Description: N/A		
PURPOSE/REQUIRED ACTION:		
<p>The purpose of this agenda item is for Council to review the proposed City Council meeting schedule. New items or items that have been rescheduled are in bold.</p>		
BACKGROUND (Include prior Council action & discussion):		
<p>Per the City Council Meeting Guidelines, the proposed meeting schedule is reviewed at each meeting.</p>		
OPTIONS (Including fiscal impacts):		
<ol style="list-style-type: none"> 1. Review the schedule and add, delete, or move items. 2. Review the schedule and make no modifications. 		
Administrative Recommendation: Review the schedule and provide direction to staff.		
Advisory Board Recommendation: N/A		
Suggested Motion: None required.		
Submitted by: Administration 	City Manager 	
Today's Date: June 15, 2016	File Code: R./CC/Agenda Bills 2016/062016cm-2 Rev Agenda Schedule	

**CITY OF BURIEN
COUNCIL PROPOSED AGENDA SCHEDULE
2016**

SUMMER SCHEDULE (JUN – AUG)

July 4, Regular Meeting CANCELED – 4th of July Holiday

July 18, 7 pm Regular Meeting

Business Agenda

Discussion and Potential Action Authorizing the Establishment of a Community Heroism Award Program.

(City Manager)

Discussion and Potential Action on Ordinance No. 646, Adopting Impact Fee Payment Deferral.

(Community Development)

Discussion and Potential Action on King County – Cities Climate Collaboration Joint Letter of Commitment.

(City Manager – Council direction on 6/6/16)

Motion to Adopt Multifamily Tax Exemption for Town Square Parcel 4.

(Community Development - Staff on 12/29/15)

Motion to Adopt Multifamily Tax Exemption for Town Square Parcel 5.

(Community Development - Staff on 12/29/15)

Receive Recommendations on the Downtown Mobility Study.

(City Manager)

Review of Council Proposed Agenda Schedule.

(City Manager)

July 25, Special Meeting (Tentative)

Update on the Highline Public Schools Capital Plan and Levy.

(City Manager – Rescheduled from 7/18/16)

Presentation of Six-Year Financial Forecast.

(Finance/IT – Rescheduled from 6/20/16)

August 1, 7 pm Regular Meeting

Presentations

Presentation by the Environmental Science Center.

(City Manager – Rescheduled from 8/1/16)

Business Agenda

Motion to Adopt Ordinance No. 646, Amending BMC 19.35 Impact Fee Payment Deferral.

(Community Development)

Presentation on the Financial Policies and General Budget Discussion.

(Finance – Rescheduled from 8/15/16)

First Public Hearing on the Revenue Sources/Expenditures.

(Finance – Rescheduled from 8/15/16)

Review of Council Proposed Agenda Schedule.

(City Manager)

August 15, 7 pm Regular Meeting

Discussion on Mandatory Garbage Services and Plastic Bag Ban.

(Public Works – Rescheduled from 8/1/16)

Review of Council Proposed Agenda Schedule.

(City Manager)

September 5, Regular Meeting CANCELED – Labor Day Holiday

September 19, 7 pm Regular Meeting

Introduction to Ordinance No. 647, Adopting Highline Public Schools School Impact Fee.

(Community Development)

Motion to Adopt Ordinance No. 645, Amending the 2015-2016 Biennial Budget to Recognize Revenues and Expenditures Related to Refunding the 2006 LTGO Bonds.

(Finance)

Presentation on the Preliminary Operating Budget.

(Finance)

Discussion on the Property Tax Levy.

(Finance)

Discussion on Proposed Surface Water Management (SWM) Rates.

(Finance)

Introduction on Significant Tree Retention Zoning Code Amendments.

(Community Development)

Review of Council Proposed Agenda Schedule.

(City Manager)

September 26, 7 pm Study Session

Review of Council Proposed Agenda Schedule.

(City Manager)

October 3, 7 pm Regular Meeting

Motion to Adopt Ordinance No. 647, Adopting Highline Public Schools Impact Fee.

(Community Development)

Discussion and Potential Action on Ordinance No. 648, Regarding Significant Tree Retention Zoning Code Amendments.

(Community Development)

Presentation on Human Services Funding.

(Finance)

Presentation on the Preliminary Capital Improvement Program (CIP) Budget.

(Finance)

Review of Council Proposed Agenda Schedule.

(City Manager)

October 17, 7 pm Regular Meeting

Motion to Adopt Ordinance No. 648, Regarding Significant Tree Retention Zoning Code Amendments. (IF NEEDED)

(Community Development)

Second Public Hearing on Revenue Sources/Expenditures.

(Finance)

Discussion on the Preliminary Operating and Capital Improvement Program (CIP) Budget Follow-Up.

(Finance)

Discussion on the Financial Policies.

(Finance)

Review of Council Proposed Agenda Schedule.

(City Manager)

October 24, 7 pm Study Session

Discussion on the Preliminary Operating and Capital Improvement Program (CIP) Budget Follow-Up. (IF NEEDED)

(Finance)

Review of Council Proposed Agenda Schedule.

(City Manager)

November 7, 7 pm Regular Meeting

Discussion on Amendments to BMC Regarding Airport Noise Reduction.

(Community Development - Rescheduled from 5/16/16)

Discussion on the 2017-2018 Budget Ordinance.

(Finance)

Discussion on the Property Tax Levy.

(Finance)

Discussion on the Proposed Surface Water Management (SWM) Rates.

(Finance)

Review of Council Proposed Agenda Schedule.

(City Manager)

November 21, 7 pm Regular Meeting

Motion to Adopt Ordinance No. xxx, Setting the 2017 Property Tax Levy.

(Finance)

Motion to Adopt the Financial Policies.

(Finance)

Motion to Approve Ordinance No. xxx, Adopting the 2017-2018 Biennial Budget.

(Finance)

Motion to Approve Ordinance No. xxx, Adopting the Surface Water Management (SWM) Rates.

(Finance)

Motion on Amendments to BMC Regarding Airport Noise Reduction.

(Community Development - Rescheduled from 6/6/16)

Review of Council Proposed Agenda Schedule.

(City Manager)

November 28, 7 pm Study Session

Review of Council Proposed Agenda Schedule.

(City Manager)

December 5, 7 pm Regular Meeting

Review of Council Proposed Agenda Schedule.

(City Manager)

December 19, 7 pm Regular Meeting

Review of Council Proposed Agenda Schedule.

(City Manager)

December 26, Study Session CANCELLED – Christmas Holiday

FUTURE AGENDA ITEMS (identified by Council)

Low Priorities (1/24 Council Retreat)

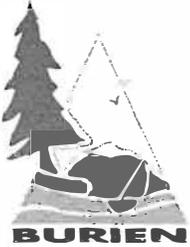
- a. Discussion on Wi-Fi Service in Common Areas (*Council direction on 9/15/14*)
- b. Discussion on Establishing Multiple Rates Within the Business and Occupation (B&O) Tax According to Different Sizes or Types of Businesses (*Council direction on 11/17/14*)

2016 FUTURE AGENDA ITEMS (identified by Staff)

- a. BMC Revisions Regarding Right-of-Way (*Staff on 10/14/14*)
- b. Public Works Fee Schedule Modifications (*Staff on 1/9/15*)
- c. Establishing Development Fee Implementation Dates (*Staff on 1/9/15*)
- d. Downtown Center Planning Effort (Consolidation of Downtown Vision, Policies and Actions with Outside Planning Assistance, incorporating issues such as Hotel/Entertainment/Arts District, Parking, Traffic Flow and Street Network, Pedestrian Way Finding, Sidewalk Art and Park Space with Participation by all City Departments, Downtown focused Organizations and Businesses) (*Staff on 1/9/15*)
- e. Valley View Sewer Easement (*Staff on 9/15/15*)
- f. Discussion on and Potential Action on Adopting Permit Technology Fees (*Staff on 3/8/16*)
- g. Discussion on Business License Code Update (*Staff on 3/8/16*)
- h. Discussion on City Council Meeting Guidelines (*Staff on 4/21/16*)

2017 FUTURE AGENDA ITEMS (identified by Staff)

- a. 2016 Title 17 Subdivision Code Major Revision (*Staff on 1/9/15 – Rescheduled from 2016*)
- b. Uninhabitable Buildings (*Staff on 8/18/15 – Rescheduled from 2016*)
- c. Discussion Regarding Utility Franchises (*Staff on 11/23/15 – Rescheduled from 2016*)
- d. Discussion Regarding Permit Tracking System Modification/Replacement (*Staff on 1/9/15 – Rescheduled from 2016*)
- e. Discussion on and Potential Action on Adopting a Credit Card Convenience Fee (*Staff on 1/19/16 – Rescheduled from 2016*)
- f. Sign Code Update (*Staff on 3/22/16*)



Burien

Washington, USA

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www.burienwa.gov

MEMORANDUM

TO: Honorable Mayor and Members of the City Council
FROM: Kamuron Gurol, City Manager
DATE: June 20, 2016
SUBJECT: City Manager's Report

I. INTERNAL CITY INFORMATION

A. Teen Program Ends Successful Year

The Teen Late Night and After School programs for the 2015-16 school year ended on May 20 and June 10, respectively. Both programs experienced substantial attendance increases. The After School program, held four days/week, had 2,387 participants, a 58% increase over 2014-15. The Late Night program, held one night/week, had 1,397 participants, which was a 230% increase over the previous year.

B. Spring Pottery Sale

The 2016 sale at the Moshier Arts Center was highly-attended again this year. Hundreds of items including mugs, bowls, serving dishes, casseroles, garden art, jewelry, and planters were available for purchase. The potters reported that revenue was up \$1,000 from last year.

C. Rain Garden Workshop Popular

The Rain Garden program was featured as the first listing in the May edition of the Recreation eNewsletter. Data shows that of 387 click-throughs from readers who opened the entire document, 197 were on the Rain Garden listing. The remaining program listings received an average of 15-20 clicks. This data reveals the popularity of the Rain Garden topic with our residents.

D. Burien Hotel Study (Page 223)

As part of Economic Development Priority Council Action 5, 'explore options for attracting hotels to Burien', the City contracted with CBRE Hotels to provide a lodging needs assessment for the Burien market. The assessment was recently completed and the study document indicates current local demand will support an 80-100 room upper-midscale hotel. CBRE Hotels is of the opinion that the first lodging facility into the market would most likely be a limited service hotel and need to be affiliated with a national-recognized hotel brand in order to secure financing.

The CBRE Hotels lodging needs assessment will be shared with targeted hotel developers and capital groups in an effort to attract a hotel to Burien.

E. April Permit Activity Report (Page 247)

Attached are the monthly reports for Construction Permits Issued and Construction Permit Applications Received during the month of April 2016. Also included is a list of tenant improvement applications/permits and major construction applications/permits.

Construction Permits Issued:

The number of permits issued for April 2016 is slightly less than those reported for March 2016 and significantly higher than April 2015. The total project valuation of \$9.5 million is 3 times greater than March 2016 and 3.7 time greater than April of 2015.

Construction Permit Applications Received:

The number of permit applications received for April 2016 is lower than applications received in March 2016 and slightly higher than April 2015, while the total project valuation of \$5.4 million is almost double of that reported for March 2016 and significantly less than the same month last year.

F. May Permit Activity Report (Page 255)

Attached are the monthly reports for Construction Permits Issued and Construction Permit Applications Received during the month of May 2016. Also included is a list of tenant improvement applications/permits and major construction applications/permits.

Construction Permits Issued:

The number of permits issued for May 2016 is higher than those reported for April 2016 and significantly higher than May 2015. The total project valuation of \$ 3.5 million is significantly less than April 2016 but higher than the same month last year. So far this year, 139 more permits have been issued in the first five months than were issued in 2015, which was a record year.

Construction Permit Applications Received:

The number of permit applications received for May 2016 is slightly higher than applications received in April 2016 and significantly higher than May 2015, while the total project valuation of \$18.7 million is more than triple of that reported for April 2016 and more than 5 times higher than the same month last year. So far this year, 131 more permit applications have been received in the first five months than were received in 2015, which was a record year.

G. Revised Construction Permit Review Timelines (Page 263)

Due to the high volume of construction activity, the number of construction plan reviews have increased significantly, as well as the number of permit inspection requests. Community Development's construction permit review timelines have been revised to accommodate current high permit volumes. Land use and zoning permit review timelines, subject to BMC 19.65.050 are not affected at the present time.

Existing inspection staffing levels have necessitated placing some limitations on the number of inspections that can be performed in one day, so that plan reviews for construction permits can be completed in a timely fashion. The daily limitation may cause delays in the contractor's ability to obtain an inspection on the day it is requested. The attached handout with updated review and inspection timelines is now being presented to permit applicants both at scheduled pre-application meetings and at time of application.

II. Notices: (Page 265)

The following (attached) Notices were published:

- **Public Hearing Notice:** The City of Burien Planning Commission will hold a public hearing on June 22, 2016, to receive public comments on proposed amendments to zoning code regulations pertaining to transportation impact fees. The hearing will be in the Council Chambers at approximately 7:00 pm.
- **Notice of Application:** PLA 16-0891; 152nd LLC; Applicant requests a Clear and Grade permit for removal of approximately 450 cubic yards of petroleum contaminated soil and backfill the 50 x 60 x 10 feet deep pit with 2 to 4 inch rock spalls or recycled concrete, and clean soil or 5/8 inch crushed rock.



LODGING NEEDS ASSESSMENT

April 28, 2016

Prepared For: City of Burien

PRESENTED BY:
CBRE Hotels
Seattle, Washington

CBRE

SCOPE AND METHODOLOGY

In evaluating the lodging needs of the City of Burien, we:

- Reviewed, identified, and quantified a sample of lodging properties in the neighboring SeaTac area, as well as, the overall airport submarket and provided a survey summarizing the number and quality of rooms, broken into traditional hotel market segments;
- Analyzed the potential market demand for hotel rooms in the City of Burien based on a number of economic drivers, including population growth, current and proposed attractions, proposed developments, and current corporate lodging needs.
- Analyzed the expansion plans for Seattle-Tacoma International Airport and the passenger traffic growth estimates over the next 20 years.
- Determined the overall lodging needs for a hotel in the City of Burien based upon our findings through the course of our fieldwork.

SCOPE AND METHODOLOGY (CONTINUED)

In evaluating the lodging needs of the City of Burien, we:

- Determined the appropriate programming for a lodging product in Burien and analyzed the best areas within the City of Burien for a future development.
- Prepared a forecast of the potential occupancy and average daily rate ("ADR") a proposed Hotel could reasonably achieve over its first five years of operation.
- Identified additional considerations for the City of Burien in planning for a future lodging development within the city limits.

DEFINITIONS

Chain Scales: Chain Scale Segments are a method by which hotels are grouped based on the quality, and the actual average room rates achieved as defined by STR, Inc. The Chain Scale Segments used in this presentation are:

Condensed Chain Scale	Average Room Rate Position	Example
Economy	Lowest 40%	Motel 6 and Extended-Stay America
Midscale (Incl. Midscale & Upper Midscale)	Lower Middle 30%	Best Western (Midscale) or Hampton Inn & Suites (Upper Midscale)
Upscale (Incl. Upscale & Upper Upscale)	Upper Middle 30%	Courtyard by Marriott (Upscale) or Hilton (Upper Upscale)
Luxury	Top 15%	Hotel 1000 or Four Seasons

DEFINITIONS (CONTINUED)

- **Average Daily Rate (ADR):** A measure of the average rate paid for rooms sold, calculated by dividing room revenue by rooms sold.
- **Occupancy:** Occupancy is the percentage of available rooms that were sold during a specified period of time. Occupancy is calculated by dividing the number of rooms sold by rooms available.
- **Revenue Per Available Room (RevPAR):** The product of Occupancy and ADR. A metric that allows us to compare market performance levels on a Per Room Basis relative to other regions.
- **Compound Annual Growth Rate (CAGR):** The average year-over-year growth rate over a specified period of time.
- **Flag or Brand:** The hotel company owning the rights to a given hotel chain, e.g. Marriott International, Hilton Worldwide.
- **Full-Service Hotel:** Full-service hotels are generally upper-priced, upper upscale, or luxury hotels with a restaurant, lounge facilities and meeting space, and offer extensive service levels, often including bell service and room service.
- **Limited-Service Hotel:** Limited-service hotels have rooms-only operations, (i.e. without food and beverage service) or offer a bedroom and bathroom for the night, but very few other services and amenities. These hotels are often in the budget, economy, or midscale group.
- **Extended-Stay:** Extended Stay hotels are typically properties that attract 40 to 60 percent of their demand from hotel guests who stay for 5 or more consecutive nights. These properties quote weekly rates and offer fully furnished kitchenettes as part of the accommodations, e.g. Homewood Suites or Residence Inn.

CBRE HOSPITALITY RESEARCH ("CBRE-HR")

VOLUME IX - ISSUE IV DECEMBER 8, 2015 - FEBRUARY 2016 EDITION PRICE: \$495
 HOTEL HORIZONS® PKF HOSPITALITY RESEARCH CBRE HOTELS
 The World's Leading Hotel Experts

SEATTLE

REGIONAL ECONOMIC SUMMARY

Economic activity in the District grew at a moderate pace during the reporting period of late August through early October. Overall price inflation appeared to firm slightly, and upward wage pressures increased further. Retail sales grew moderately, while demand for business and consumer services picked up further. Manufacturing output was largely unchanged overall. Agricultural activity edged up. Conditions in residential and commercial real estate markets expanded further. Overall price inflation appeared to pick up slightly on balance.

Real estate activity picked up further. Contacts reported continued strong growth in residential housing construction. Construction of new multifamily units continues to outpace construction of single-family units, and sales of existing homes remained strong. Contacts in the Bay Area and Los Angeles reported that prices for lower-end units grew faster than prices of luxury units, and they emphasized that affordability will remain a concern for the foreseeable future.

Upward wage pressures grew moderately across the District. The impact of higher minimum wages implemented over the past year began to filter through to the retail sales sector and increased wages for lower-skilled workers in some areas.

Info: Seattle Business Back, October 16, 2015

Seattle: Next 4 Quarters

The arrows show the forecast direction of change over the next 4 quarters vs. the previous 4 quarters. Green indicates the change will be above the long run average, yellow indicates it will be the same, and orange indicates it will be below.

Occupancy
 Occupancy will increase to 73.8%, a decline over the past 4 quarters' rate of 76.2%, but above the long run average of 68.9%

Area per Daily Rate
 ADR growth expectations are weakening, 6.9% vs. the past 4 quarters' rate of 8.4%, but are above the long run average of 3.8%

Revenue Per Available Room
 RevPAR growth projections are falling to 6.3% as compared to the past 4 quarters' rate of 10.1%, but are greater than the long run average of 4.2%

Supply (average rate of change, excluding new openings)
 Supply growth is declining, 4.1% vs. the past 4 quarters' rate of 2.6%, and greater than the long run average of 2.6%

Forecast
 Forecast demand growth will stay about the same at 3.6%. This is greater than the long run average of 2.8%

Source: PKF Hospitality Research, CBRE Hotels, STR Inc.

HOTEL MARKET SUMMARY

By year-end 2015, Seattle hotels are forecast to see a RevPAR increase of 9.5%. This is the result of an estimated increase in occupancy of 6.6% and an 8.8% gain in average daily room rates (ADR). The 9.5% boost in Seattle RevPAR is better than the national projection of a 6.7% increase.

Leading the way in 2015 RevPAR growth is the lower-priced segment of Seattle. The properties in this category are forecast to achieve a 9.3% gain in ADR and see a 2.3% increase in occupancy, resulting in an 11.8% RevPAR increase. Upper-priced hotels are projected to experience an ADR growth rate of 8.7%, along with a 1.0% loss in occupancy, resulting in a 7.6% RevPAR increase.

Looking towards 2016, Seattle RevPAR is expected to grow 6.6%. This is less than the rate of growth in 2015. Prospects for RevPAR growth in the lower-priced segment (positive 8.1%) are better than in the upper-priced segment (positive 4.9%). Seattle market occupancy levels are expected to range from 72.5% to 76.9% during the 5-year forecast period.

Seattle Forecast Summary

Year	RevPAR	ADR	Occupancy	Supply	Forecast	Long Run
2010	65.4%	6.7%	\$119.27	-2.4%	\$2.17	4.3%
2011	68.7%	5.6%	\$114.42	3.7%	\$7.61	8.7%
2012	75.1%	3.8%	\$176.22	5.7%	\$6.54	1.1%
2013	72.8%	2.3%	\$128.67	5.4%	\$7.22	7.8%
2014	71.5%	3.2%	\$137.35	8.0%	\$10.07	12.4%
2015*	74.6%	1.1%	\$121.85	6.6%	\$11.87	9.5%
2016*	73.7%	0.4%	\$162.19	7.4%	\$8.11	6.6%
2017*	76.6%	-1.9%	\$165.12	5.8%	\$10.11	4.9%
2018*	79.7%	-1.4%	\$177.27	4.8%	\$10.60	3.6%
2019*	72.5%	-1.6%	\$162.62	3.7%	\$10.33	2.6%

Source: PKF Hospitality Research, CBRE Hotels, STR Inc., Q3 2015

Long Run Averages 1988 to 2014

Occupancy: 68.9%, ADR Change: 3.8%, RevPAR Change: 4.2%

EXHIBIT 1** - Performance Goals vs. Long Run Averages



Hotel Horizons® Forecast

Beginning in 2007, CBRE Hospitality Research unveiled its powerful Hotel Horizons®, an economics-based hotel forecasting model that projects five years of supply, demand, occupancy, ADR, and RevPAR for the U.S. lodging industry.

Hotel Horizons® forecasting and reports are published on a quarterly basis for 59 markets and six national chain-scales and are based on actual monthly performance data collected by STR, Inc., as well as numerous economic indicators such as real personal income, payroll employment growth, gross domestic product, and inflation, and supply forecasts based on actual construction starts.

SEATTLE MSA MARKET PROFILE

TOTAL ROOMS SUPPLY: 42,502

TOP BRANDS - SEATTLE							
Upper-Priced Brands				Lower-Priced Brands			
Properties	Rooms	% Market		Properties	Rooms	% Market	
Courtyard by Marriott	9	1,751	4.1%	Extended-Stay America	15	1,745	4.1%
Marriott	4	1,463	3.4%	Silver Cloud	8	1,210	2.8%
Sheraton Hotel	2	1,414	3.3%	Best Western Plus	9	955	2.2%
Westin	2	1,228	2.9%	Hampton Inn & Suites	6	934	2.2%
DoubleTree by Hilton	3	1,189	2.8%	Motel 6	7	819	1.9%

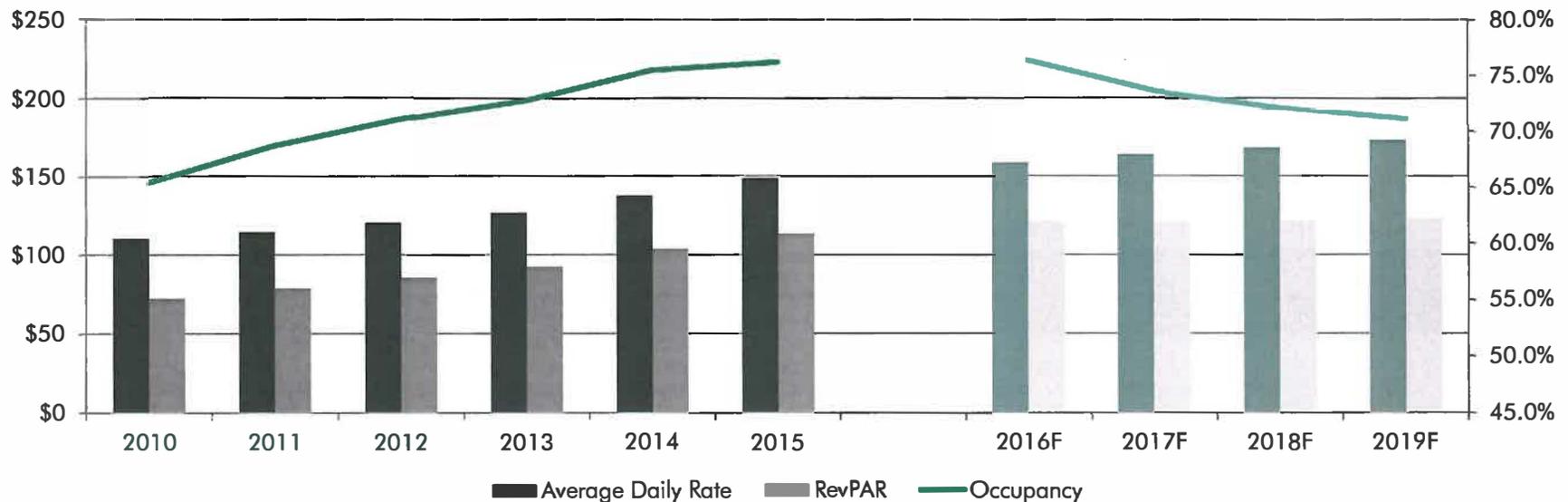
SUPPLY PIPELINE - SEATTLE									
Phase	Upper-Priced			Lower-Priced			Unclassified/Independent		
	Properties	Rooms	% Market	Properties	Rooms	% Market	Properties	Rooms	% Market
Unconfirmed	0	0	0.0%	0	0	0.0%	1	347	0.8%
Planning	10	1,558	3.7%	9	1,181	2.8%	1	250	0.6%
Final Planning	9	2,694	6.3%	8	1,161	2.7%	0	0	0.0%
Under Construction	9	1,769	4.2%	1	167	0.4%	0	0	0.0%
Total	28	6,021	14.2%	18	2,507	5.9%	1	250	0.6%

SEATTLE MSA MARKET PERFORMANCE

	Long Run Average	2010	2011	2012	2013	2014	2015	2016F	2017F	2018F	2019F
Occupancy	68.9%	65.4%	68.7%	71.1%	72.8%	75.5%	76.2%	76.3%	73.6%	72.1%	72.1%
% Change	-	-	5.0%	3.5%	2.4%	3.7%	0.9%	0.2%	-3.5%	-2.0%	-1.4%
ADR	-	\$110.27	\$114.4	\$120.22	\$126.69	\$137.43	\$148.35	\$158.28	\$163.53	\$167.81	\$172.56
% Change	3.8%	-	3.8%	5.1%	5.4%	8.5%	7.8%	6.7%	3.3%	2.6%	2.8%
RevPAR	-	\$72.17	\$78.61	\$85.53	\$92.23	\$103.77	\$113.03	\$120.79	\$120.39	\$121.03	\$122.68
% Change	4.2%	-	8.9%	8.8%	7.8%	12.5%	8.8%	6.9%	-0.3%	0.5%	1.4%

Source: CBRE Hospitality Research

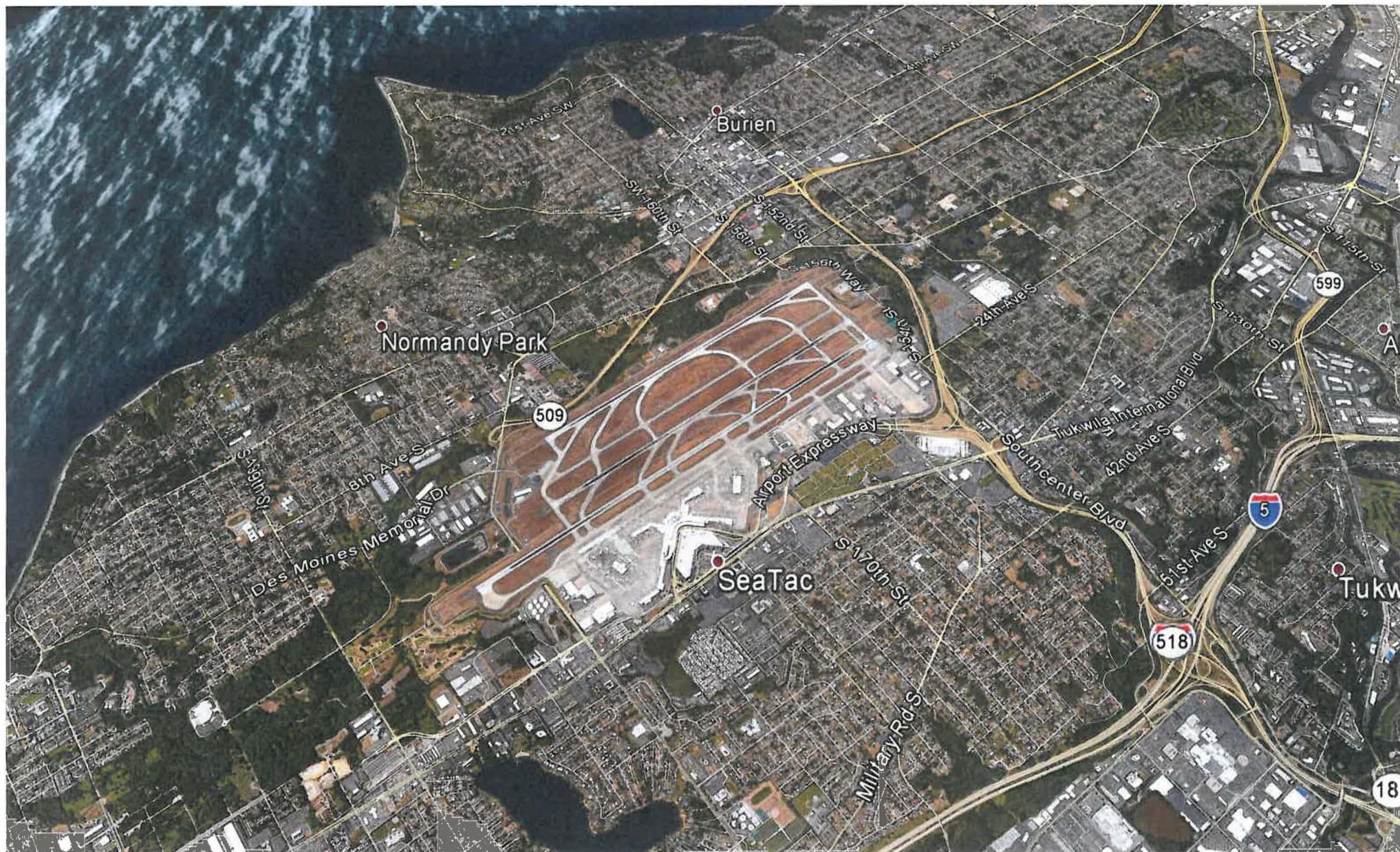
RevPAR growth to remain relatively flat, despite a significant influx of new supply within the City of Seattle



SEA-TAC / AIRPORT MARKET PROFILE

TOTAL NUMBER OF HOTELS: 61

TOTAL ROOMS SUPPLY: 8,064



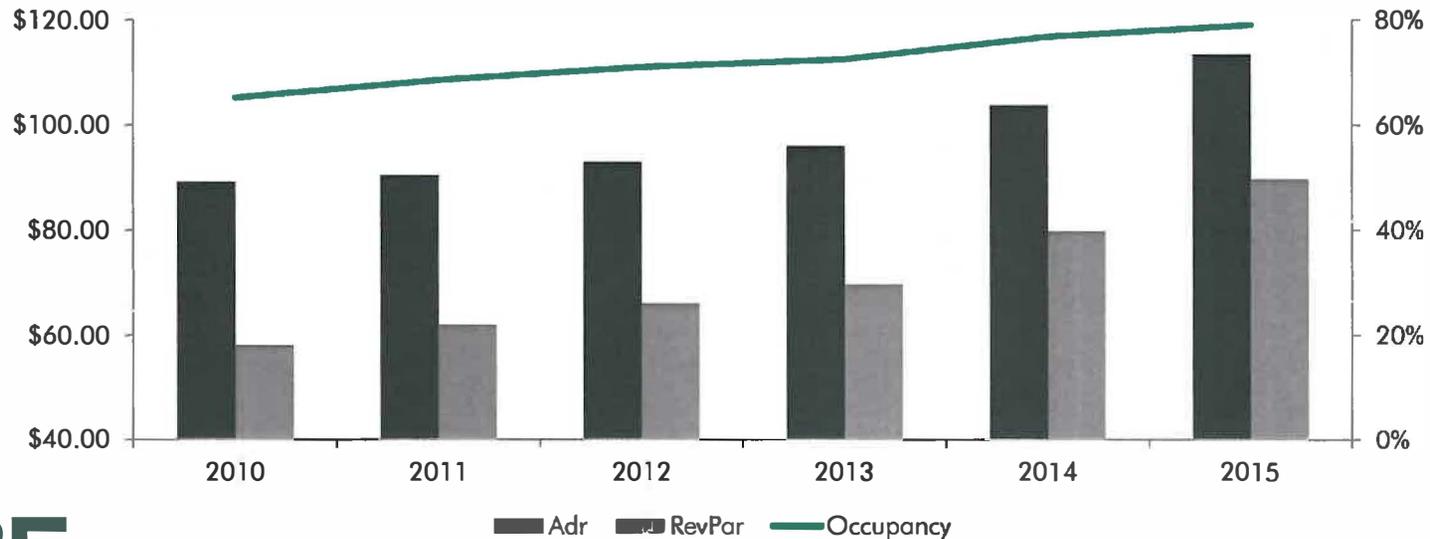
SEA-TAC AIRPORT SUBMARKET LODGING PERFORMANCE

	2010	2011	2012	2013	2014	2015
Occupancy	65.1%	68.5%	71.0%	72.5%	76.8%	79.0%
% Change		5.2%	3.6%	2.1%	6.0%	2.9%
ADR	\$89.14	\$90.37	\$92.98	\$95.97	\$103.77	\$113.53
% Change		1.4%	2.9%	3.2%	8.1%	9.4%
RevPAR	\$58.05	\$61.93	\$66.01	\$69.59	\$79.74	\$89.73
% Change		6.7%	6.6%	5.4%	14.6%	12.5%

Source: CBRE Hospitality Research

The submarket has achieved strong RevPAR growth over the past five years, including double-digit growth in 2014 and 2015

Sea-Tac Airport Submarket



SEA-TAC AIRPORT SUBMARKET LODGING PERFORMANCE

Sea-Tac Airport – 2016 Lodging Market Performance Estimates – All Hotels

Estimated Occupancy ¹	Estimated Average Daily Rate	Estimated RevPAR
79.0%	\$121	\$96

¹ Hotel demand peaks during the summer and during mid-week (Tuesday through Thursday). During those times, hotels will be unable to accommodate additional guests, creating a shortage of rooms.

² Average Daily Rate represents a blended average of the yearly average rate of all of the Sea-Tac Airport hotels.

National Lodging Market Statistics – 2016 Estimates

Estimated Occupancy	Estimated Average Daily Rate	Estimated RevPAR
65.7%	\$126	\$83

AIRPORT SUBMARKET - MIDWEEK AND YEARLY SEASONALITY

Performance by Day of Week (2015/2016)

Day of Week	Occupancy	ADR	RevPAR
Sunday	66.9%	\$101.91	\$68.21
Monday	78.6%	\$116.88	\$91.89
Tuesday	84.0%	\$124.03	\$104.19
Wednesday	85.1%	\$124.39	\$105.89
Thursday	82.5%	\$117.44	\$96.86
Friday	78.7%	\$106.01	\$83.40
Saturday	77.6%	\$104.85	\$81.35

Performance by Month (2015)

Day of Week	Occupancy	ADR	RevPAR
January	64.1%	\$91.20	\$58.48
February	71.9%	\$95.23	\$68.50
March	77.8%	\$97.74	\$76.09
April	77.9%	\$100.08	\$78.01
May	82.5%	\$107.83	\$88.91
June	91.6%	\$141.45	\$129.63
July	91.4%	\$139.41	\$127.46
August	90.6%	\$140.48	\$127.27
September	85.1%	\$120.43	\$102.53
October	78.7%	\$109.53	\$86.18
November	71.6%	\$100.44	\$71.87
December	64.3%	\$92.00	\$59.15
Total Year	79.0%	\$113.53	\$89.73

ATTRIBUTES OF THE CITY OF BURIEN

Key Attributes:

- The city is known for its thriving health care community and offers the largest number of providers, per capita. These health care providers include hospitals, health centers, clinics, private practice doctors, dentists and various wellness specialist.
 - Four of the top employers in Burien include: the Highline Medical Center, Burien Nursing and Rehabilitation Center, Navos and Ruth Dykeman Children's Center.
- Burien benefits from a very accessible location that is situated a mere five minutes west of the Sea-Tac International Airport, 12 minutes south of Seattle and approximately 30 minutes north and southwest of Tacoma and Bellevue, respectively.
- The Puget Sound Regional Council has designated Burien as one of the 25 "Regional Growth Centers" that will experience urban growth over the next decade.
- Currently, the city does not contain a traditional hotel. The city's lodging supply is primarily comprised of small independently-owned bed and breakfasts. Excess lodging demand needs are currently being accommodated in neighboring areas, including SeaTac, Tukwila and Des Moines.
- Burien offers a robust restaurant scene that attracts guests staying from the surrounding areas. Notable restaurants include the Greek House, 909, Tin Room Bar and Theater, and Angelo's Restorante.
- Downtown Burien represents the heart of the city with a vibrant art scene and active local theatre group. The area features a wide array of boutique shops, restaurants and bars, as well as, parkland like Seahurst Park. Most of the recent development in Burien has occurred in this area as its town square continues to grow with new multi-family and commercial developments.

ASSESSMENT OF LODGING NEEDS TODAY

Finding #1	Assessment
<p>Port Authorities are now evaluating expansion plans to facilitate the expected growth in passenger traffic at Seattle-Tacoma International Airport over the next 20 years.</p>	<ul style="list-style-type: none">• SeaTac has experienced significant growth in passenger traffic over the past three years, hosting peak levels of approximately 42.3 million passengers in 2015, an increase of over 27 percent since 2012. The airport now represents the 13th busiest airport in the U.S.• According to the Port of Seattle, annual passenger traffic is projected to nearly double by 2034, raising concerns about the capacity of the airport’s existing facilities.• While plans for an expansion are preliminary at this time, initial costs are estimated to be approximately \$10 billion and will focus on adding additional gates and taxiways and improving passenger circulation to terminals and onto planes.• The expansion of SeaTac is expected to support the continued growth of the local economy as well as the overall Puget Sound region, including the surrounding lodging markets.• Increased passenger traffic at SeaTac will benefit markets proximate to the airport, like Burien, as this represents new potential demand that will require accommodations in the area.• An expansion of the airport means demand will grow through local companies in the area, airline crews, stay/park and fly demand and distressed passengers – comprised of travelers who have experienced delays, missed connection or are otherwise forced to spend a night in the local market.

ASSESSMENT OF LODGING NEEDS TODAY

Finding #2

Assessment

No new supply additions are anticipated to open within the airport submarket until mid-2017. The 225-room Four Points by Sheraton in Des Moines represents the newest lodging product in the area, which opened in February 2016.

- With no new additions to supply expected until 2017, the airport submarket is projected to benefit from continued performance growth due to compression emanating from the city of Seattle and anticipated increases in passenger traffic at SeaTac International Airport.
- Most of the hotels proximate to the airport represent dated lodging facilities, as many are over 30 years old in age.
- A new hotel in Burien will benefit from proximity to SeaTac Airport which is located within a five minute drive to the east and would be accessible via two routes.

ASSESSMENT OF LODGING NEEDS TODAY

Finding #3	Assessment
<p>Currently, the Highline Medical Center is utilizing hotels in and around the nearby SeaTac market to accommodate its lodging needs.</p>	<ul style="list-style-type: none">• As a part of CHI Franciscan Health – one of the largest healthcare systems in the greater Puget Sound – the Highline Medical Center has a need for nearby lodging facilities to accommodate families of patients, visiting doctors and surgeon and business partners of the hospital.• According to representatives of the Highline Medical Center, the presence of a hotel within Downtown Burien would benefit the hospital as it provides a convenient location for guests to stay.• The medical center generates approximately 5,000 to 10,000 room nights annually for hotels in the nearby area. While all of this demand is not expected to be captured by a potential hotel in Burien, it is assumed that a portion will be.• Demand mix associated with the Highline Medical Center is a combination of both transient short-term and extended-stay demand. While guests of patients may only stay for short durations, it is not unusual to see visiting professionals need lodging accommodations for in excess of two weeks.

ASSESSMENT OF LODGING NEEDS TODAY

Finding #4

Assessment

Currently, the Washington State Criminal Justice Training Commission is utilizing hotels in and around the nearby SeaTac market to accommodate its lodging needs.

- The Washington State Criminal Justice Training Commission has a need for nearby lodging facilities to accommodate trainees for their traditional training, executive training, advanced training and fire arms training programs.
- According to representatives of the Training Commission, the presence of a hotel within Downtown Burien would be greatly beneficial to the trainees as the training facility can only accommodate up to 17 individuals.
- The Training Commission generates approximately 10,000 to 15,000 room nights annually for hotels in the nearby area.
- Demand mix associated with the Training Commission is primarily extended-stay demand. Currently, overflow demand from the training facility is sent to nearby hotels while programs are conducted. These programs can run for up to one month at a time.

ASSESSMENT OF LODGING NEEDS TODAY

Finding #5	Assessment
<p>Local residents of Burien have expressed a strong interest in having a hotel within the city limits.</p>	<ul style="list-style-type: none">• Currently, the city does not contain a traditional hotel lodging facility.• Residents of Burien are forced to nearby areas like SeaTac to find accommodations for visiting guests.• A lodging product in Burien would benefit from events like weddings, family reunions and other local gatherings.• A proposed hotel was identified by city council as one of the top five economic development priorities for growth.

ASSESSMENT OF LODGING NEEDS FOR BURIEN

Overall Assessment of Burien's Lodging Needs

- Based on discussions with the local economic drivers within the city limits, we have determined that lodging demand does currently exist in Burien and is being accommodated in nearby markets like SeaTac and Des Moines.
- While Burien is not established as a hotel market, the continued growth of the Puget Sound and SeaTac Airport, specifically, would help to facilitate additional demand to support a lodging facility.
- Local economic drivers like the Highline Medical Center and Washington State Criminal Justice Training Commission would benefit from the presence of a hotel in downtown Burien, given the area's proximity and ease in accessibility.
- The abundance of long-term extended-stay demand emanating from Burien through the hospital and training commission could support the development of a quality upper-midscale extended-stay hotel.
- Should a hotel be developed within Burien, we are of the opinion the property would need to be affiliated with a national-recognized Hotel brand, such as Marriott, IHG, Choice, Hilton, or Hyatt. Hotels associated with these brands benefit from a strong central reservation system and guest loyalty rewards programs.
- Based on our research, we have determined that approximately 15,000 to 20,000 room nights are being accommodated by hotels in neighboring markets from demand originating in Burien.

RECOMMENDATION FOR AN APPROPRIATE LODGING FACILITY

Proposed Hotel - Burien, Washington Summary of Recommended Facilities

Room Count:	80 to 100 guestrooms
Ideal Lot Size:	+/- 2.0 to 3.0 acres
Chain Scale:	Upper Midscale / Limited Service or Extended Stay
National Affiliation:	Yes
Timing for the Development:	+/- 12-month pre-development planning and +/- 12-month construction period (potential opening date could be as early as January 1, 2019)
Gross Building Area:	45,000 to 65,000 SF
Gross Square Feet Per Room:	+/-550 to 650 SF
Food & Beverage Facilities:	Complimentary Breakfast Area or Café (per individual brand requirement)
Meeting Space:	1 room (+/- 1,000 SF)
Other:	Business center, fitness center, pool, sundries shop
Parking Ratio:	Onsite parking with approximately one space per guestroom
Airport Transportation:	Provide a complimentary airport shuttle service

Potential Branding for the Proposed Hotel:

- **TownePlace Suites by Marriott:** Mid-price extended-stay brand that tailors to guests whose travel requires stays in excess of five days. (Closest Existing Product: 137-room Hotel located 6.7 miles east of downtown Burien in Tukwila)
- **Home2 Suites by Hilton:** An affordable extended-stay brand that targets both business and leisure travelers. (Closest Existing Product: 139-room Hotel located 5.2 miles east of downtown Burien in Tukwila)
- **Holiday Inn Express & Suites:** Mid-price limited service brand that is tailored to the business traveler. (Closest Existing Product: 171-room Hotel located 4.5 miles southeast of downtown Burien in SeaTac)
- **Fairfield Inn & Suites by Marriott:** Mid-price limited service brand that targets the business and leisure traveler. (Closest Existing Product: 146-room Hotel located 4.5 miles southeast of downtown Burien in SeaTac)
- **Hampton Inn & Suites by Hilton:** Mid-price limited service brand that targets the business and leisure traveler. (Closest Existing Product: 218-room Hotel located 4.0 miles southeast of downtown Burien in SeaTac)
- **Tru by Hilton:** One of the newest hotel brands in the industry providing a simplified and contemporary approach to lodging accommodations, targeting both business and leisure travelers. (Currently no existing hotels in the market)

POTENTIAL HOTEL DEVELOPMENT AREAS

The shaded areas in the map below details the most appropriate locations within the City of Burien for a new hotel development. Given the economic dynamics of Burien, sites located proximate to demand generators and/or additional amenities such as restaurants and retail are expected to benefit a potential lodging facility.



KEY ATTRIBUTES IN SELECTING A HOTEL SITE

Key Attributes:

- The site should be visible from surrounding thoroughfares in order to maximize the proposed Hotel's exposure in the local market.
- The site should be situated in an easily accessible location within the city limits. Additionally, locations proximate and easily accessible to local demand generators, like the Highline Medical Center or Washington State Criminal Justice Training Facility, will benefit the performance of a future lodging development.
- As the recommended lodging facility will offer limited services to its guests, the site should benefit from proximity to various additional amenities. These amenities include full-service sit-down restaurants, quick-service restaurants, service stations, and retail outlets.
- While an expansive conference facility for the proposed Hotel may be deemed plausible, it should be noted that a detailed analysis to determine the meeting demand for such a facility was not included within the scope of this lodging needs assessment. Based on our initial market research, a potential conference facility would be able to cater to small commercial and leisure gatherings and events that typically attract visitors from outside the surrounding area, such as small corporate meetings, theatre productions, weddings, and reunions. While costs to develop such a facility may be considered high by some development groups, an opportunity could exist to enter into a public-private venture with the City of Burien.

PROJECTED PERFORMANCE OF A PROPOSED HOTEL

Key Assumptions:

- **Room Count:** 80 keys. While a lodging facility between 80 to 100 rooms is deemed appropriate for the City of Burien, we have utilized a room count at the low-end of this range.
- **Chain Scale:** For the purposes of this analysis, we have assumed the proposed Hotel will represent a upper-midscale lodging facility with limited-services and an affiliation with a national hotel brand (TownePlace Suites by Marriott, Tru by Hilton, Home2 Suites by Hilton, etc.)
- **Projected Opening Date:** January 1, 2019.
- In order to project an appropriate ADR level that the proposed Hotel could reasonably achieve, we first needed to determine a hypothetical ADR under the condition that it was open in 2015 (the last full year of operation for the airport lodging market). Furthermore, utilizing growth rates deems appropriate for the airport lodging market, we were able to project performance for the proposed Hotel upon its opening (2019).

Proposed Hotel – Burien, WA Projected Performance

Year	Hypothetical ADR	Market Growth	Introductory Discount	Actual ADR	Percent Change	Occupancy	Occupied Rooms	RevPAR	Percent Change
2015	\$115.00	-							
2016	\$122.00	6.0%							
2017	\$128.00	5.0%							
2018	\$133.00	4.0%							
2019	\$137.00	3.0%	1.5%	\$135.00	1.5%	70%	20,400	\$94.78	
2020	\$141.00	3.0%	0.0%	\$141.00	4.4%	73%	21,300	\$102.37	8.0%
2021	\$145.00	3.0%	0.0%	\$145.00	2.8%	75%	21,900	\$108.75	6.2%
2022	\$149.00	3.0%	0.0%	\$149.00	2.8%	75%	21,900	\$111.75	2.8%
2023	\$153.00	3.0%	0.0%	\$153.00	2.7%	75%	21,900	\$114.75	2.7%

Source: CBRE Hotels

ASSESSMENT OF LODGING NEEDS IN THE FUTURE

Finding #6

Assessment

Additional notes to consider for a proposed Hotel.

- A potential hotel site will benefit from proximity to additional amenities for guests such as restaurants, retail shopping and groceries stores.
- As Burien currently does not contain a traditional hotel, developers may proceed more quickly with a new development project if incentives were provided by the city. Such incentives include, but are not limited to:
 - Transient Occupancy Tax Rebates (i.e. 50% rebate for 10 years)
 - Assistance with land assemblage
 - Contribution of parking or shared parking
- Upon completion of the first proposed Hotel, the city will need to evaluate the performance of the property over a one to three year period to determine if an extension of additional incentives are needed.
- An effective way to attract a developer for a potential hotel development is to prepare and launch a formal Request For Qualification and Proposals ("RFP") process.



Burien

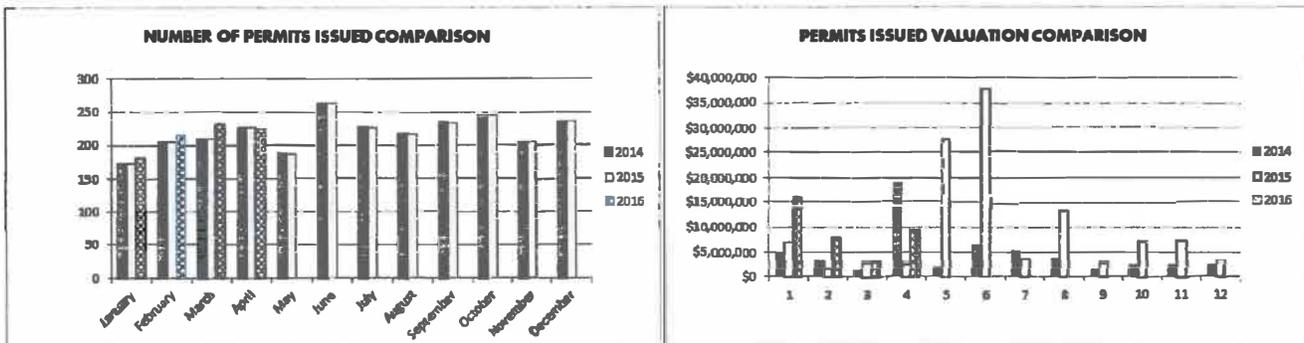
Washington, USA

Summary of Permits Issued

Start Date: 4/1/2016

End Date: 4/30/2016

Type Permit	Count	Valuation
Building	37	\$8,317,688.45
Demolition	4	\$16,500.00
Electrical	74	\$246,805.65
Fire Protection	17	\$129,160.75
Mechanical	32	\$346,455.00
Plumbing	15	\$207,904.00
Right of Way	37	
Sign	9	\$172,610.00
Totals :	225	\$9,437,123.85





MONTHLY REPORT APRIL - 2016

Major Permits Issued (Applicants Valuation of \$200,000 or more)

Permit Number	Project Name	Scope of Work	Date Issued	Location	Total Valuation
BLD-14-0660	E14-04324 - SWSSD PHASE II BUILDING A - ADMINISTRATION & SITE DEVELOPMENT	E14-04324 - SWSSD PHASE II BUILDING A - ADMINISTRATION & SITE DEVELOPMENT	04/21/2016	17840 DES MOINES MEMORIAL DR [TEMP]	\$4,039,003.00
BLD-14-0664	E14-04324 - SWSSD PHASE II BUILDING C - MAINTENANCE SHOP	E14-04324 - SWSSD PHASE II BUILDING C - MAINTENANCE SHOP	04/21/2016	17856 DES MOINES MEMORIAL DR [TEMP]	\$646,352.00
BLD-14-0667	E14-04324 - SWSSD PHASE II BUILDING D - VEHICLE STORAGE & WASH	E14-04324 - SWSSD PHASE II BUILDING D - VEHICLE STORAGE & WASH	04/21/2016	17862 DES MOINES MEMORIAL DR [TEMP]	\$574,838.00
BLD-15-2216	BT PROPERTY INVESTMENTS NEW SINGLE FAMILY RESIDENCE, LOT 1	CONSTRUCT 3952 SFT NEW SINGLE FAMILY RESIDENCE WITH ATTACHED GARAGE (w/REV 4/29/16 ROOF TOP DECK)	04/26/2016	2446 SW 154TH PL [TEMP]	\$395,200.00
BLD-15-2217	BT PROPERTY INVESTMENTS SFR, LOT 2	CONSTRUCT 3915 SFT NEW SINGLE FAMILY RESIDENCE WITH ATTACHED GARAGE (w/REV 4/29/16 ROOF TOP DECK)	04/26/2016	2432 SW 164TH PL [TEMP]	\$391,500.00
BLD-16-0737	PUGET SOUND SKILLS CENTER	STORM WATER DETENTION VAULT	04/28/2016	18010 8TH AVE S	\$320,000.00
MEC-14-0661	E14-04324 - SWSSD PHASE II BUILDING A - ADMINISTRATION & SITE DEVELOPMENT	E14-04324 - SWSSD PHASE II BUILDING A - ADMINISTRATION & SITE	04/22/2016	17840 DES MOINES MEMORIAL DR [TEMP]	\$236,389.00
BLD-16-0218	QUALITY HOMES NEW SFR	CONSTRUCT NEW 2236 SQ. FT. SFR ON VACANT LOT	04/27/2016	10844 ROSEBERG AVE S [TEMP]	\$267,385.29



MONTHLY REPORT - APRIL 2016

Tenant Improvement Permits Issued

Permit Number	Project Name	Scope of Work	Date Issued	Location	Total Valuation
BLD-16-0731	COFFEY RE-ROOF PERMIT	RE-ROOF, LIKE FOR LIKE	04/01/2016	14900 AMBAUM BLVD SW	\$32,306.00
BLD-16-0771	E16-08876 THREE TREE MEDICAL RE-ROOF PERMIT	E16-08876 RE-ROOF ONLY	04/05/2016	16259 SYLVESTER RD SW	\$150,002.00
BLD-16-0613	BOULEVARD PARK CHURCH PARKING LOT	ASPHALT PARKING LOT REPAIRS 58,000 SQ. FT. & CURBING / REMOVE & REPLACE EXISTING CONCRETE STEPS ON EAST SIDE OF BLDG / REPAIR 8'x10' AREA OF SIDEWALK (EXISTING)	04/06/2016	1822 S 128TH ST	\$110,000.00
BLD-15-2691	DAIRY FRESH LOADING DOCK	ADD A 30'x12' CONCRETE DOCK ON EXISTING BUILDING	04/07/2016	16050 DES MOINES MEMORIAL DR S	\$31,000.00
BLD-16-0618	ST VINCENT DE PAUL ALTERATION	RESTROOM REMODEL - ENLARGE AND CHANGE ACCESS	04/11/2016	13445 1ST AVE S	\$3,500.00
BLD-16-0357	E16-04110 KENNEDY CATHOLIC HIGH SCHOOL LIBRARY RENOVATION	E16-04110 THE RENOVATION OF A 5200 SQ. FT. LIBRARY AND A 1440 SQ. FT. CLASSROOM AT KENNEDY CATHOLIC HIGH SCHOOL	04/13/2016	140 S 140TH ST	\$50,000.00
BLD-16-0837	YARDLEY ARMS BUILDING PERMIT	SUBMITTAL TO ESTABLISH CERTIFICATE OF OCCUPANCY IN BUILDING COMMUNITY ROOM BASED ON FIRE DEPARTMENT CORRECTION REQUIREMENTS.	04/15/2016	1000 SW 130TH ST	\$50.00
BLD-16-0854	E16-10279 ALBERTSON-SAFEWAY T.I.	E16-10279 MINOR TI IN EXISTING GROCERY STORE TO CONSTRUCT CONSULT ROOM BY PHARMACY / REPLACE & ADD DISPLAY FIXTURES AND INSTALL RELATED FINISHES	04/25/2016	12739 1ST AVE S	\$15,000.00
BLD-16-0371	E16-04302 FAMILY CHILDBIRTH CENTER ENTRY REVISION - HMC	E16-04302 CONSTRUCTION OF NEW ENTRY BARRIER TO ENHANCE PATIENT AND BABY SECURITY	04/26/2016	16251 SYLVESTER RD SW	\$35,000.00
BLD-16-0737	PUGET SOUND SKILLS CENTER	STORM WATER DETENTION VAULT	04/28/2016	18010 8TH AVE S	\$320,000.00



Burien

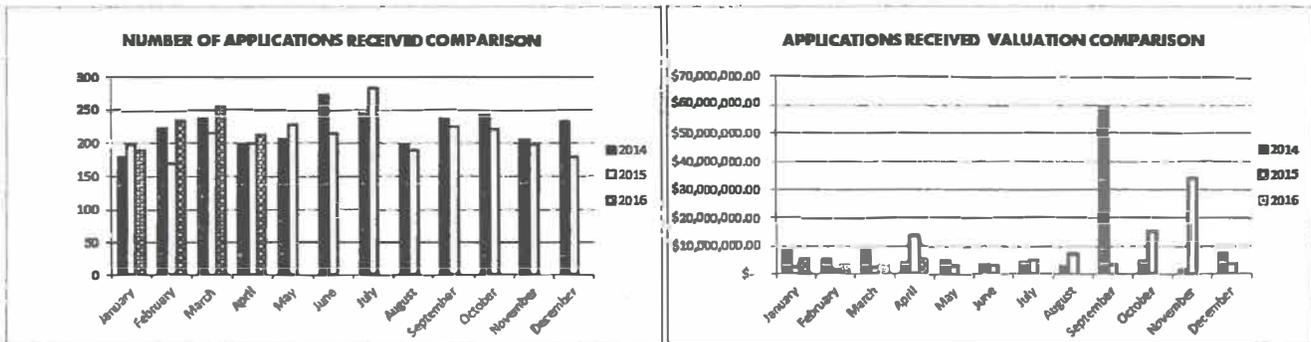
Washington, USA

Summary of Permits Applications

Start Date: 4/01/2016

End Date: 4/30/2016

TypePermit	Count	Valuation
Building	30	\$ 4,468,141.27
Demolition	4	\$ 1,500.00
Electrical	82	\$ 442,233.79
Fire Protection	12	\$ 22,691.36
Mechanical	32	\$ 226,467.00
Plumbing	12	\$ 153,100.00
Right of Way	36	
Sign	5	\$ 59,325.00
Totals :	213	\$ 5,373,458.42





MONTHLY REPORT - APRIL - 2016

Major Permit Applications Received
(Applicants Valuation of \$200,000 or more)

Permit Number	Project Name	Scope of Work	Date Applied	Location	Total Valuation
BLD-16-0737	PUGET SOUND SKILLS CENTER	STORM WATER DETENTION VAULT	04/01/2016	18010 8TH AVE S	\$320,000.00
BLD-16-0752	WESTERN DISTRIBUTION COLD STORAGE FACILITY - CLEAR & GRADE	CLEARING, GRADING, AND INSTALLATION OF TEMPORARY EROSION CONTROL MEASURES TO PREPARE THE SITE FOR FUTURE BUILDING CONSTRUCTION & SITE WORK IMPROVEMENTS	04/04/2016		\$380,000.00
BLD-16-0775	PETERS NEW SINGLE FAMILY RESIDENCE	CONSTRUCT NEW 5041SF SINGLE FAMILY RESIDENCE ON VACANT LOT	04/07/2016	16606 SYLVESTER RD SW [TEMP]	\$503,117.23
BLD-16-0778	WESTERN DISTRIBUTION COLD STORAGE ON-SITE DRAINAGE IMPROVEMENT	CONSTRUCTION OF SITE WORK IMPROVEMENTS TO INCLUDE PAVEMENT AREAS FOR PARKING AND TRUCK MANEUVERING AND STORM DRAINAGE CONVEYANCE SYSTEM TO PREPARE SITE FOR FUTURE BUILDING	04/08/2016		\$1,140,300.00
BLD-16-0803	120XX 1ST AVE S NEW SFR	CONSTRUCT NEW 2928 SQ. FT. SFR	04/12/2016		\$291,000.64
BLD-18-0937	E16-11013 OUTPATIENT BUILDING PHASE 2	E16-11013 TENANT IMPROVEMENT BUILD-OUT OF THE SECOND FLOOR / INSTALLATION OF AN ELEVATOR AND A NEW STAIR	04/27/2016	1033 SW 152ND ST	\$776,000.00



MONTHLY REPORT - APRIL 2016

Tenant Improvement Permit Applications

Permit Number	Project Name	Scope of Work	Date Issued	Location	Total Valuation
BLD-16-0752	WESTERN DISTRIBUTION COLD STORAGE FACILITY - CLEAR & GRADE	CLEARING, GRADING, AND INSTALLATION OF TEMPORARY EROSION CONTROL MEASURES TO PREPARE THE SITE FOR FUTURE BUILDING CONSTRUCTION & SITE WORK IMPROVEMENTS			\$360,000.00
BLD-16-0757	BURIEN FRESH SMOOTHIES	ESTABLISH CERTIFICATE OF OCCUPANCY FOR NEW BUSINESS		15712 1ST AVE S	\$1,000.00
BLD-16-0825	E16-09870 ARCO FACILITY NO. 409	E16-09870 DISPENSER REPLACEMENT INCLUDING REMOVAL & REPLACEMENT OF PUMP ISLANDS, UNDERGROUND PIPING, AND BOLLARDS / EXISTING MID-GRADE (89 OCTANE) UNDERGROUND TANK WILL BE CONVERTED TO REGULAR GRADE (87 OCTANE) / EXISTING TANK SLAB & SECTIONS OF CONCRETE DRIVE SLAB WILL BE REMOVED & REPLACED IN ORDER TO PERFORM WORK / TURBINE PUMPS & EMERGENCY SHUT-OFF SWITCHES WILL BE REMOVED & REPLACED / UPDATE OVERFILL PROTECTION DEVICES		13515 AMBAUM BLVD SW	\$45,000.00
BLD-16-0908	THE JOINT TI	CONVERSION OF EXISTING RESTAURANT TO A MERCANTILE OCCUPANCY FOR CANNABIS SALES		14325 1ST AVE S	\$35,000.00
BLD-16-0937	E16-11013 OUTPATIENT BUILDING PHASE 2	E16-11013 TENANT IMPROVEMENT BUILD-OUT OF THE SECOND FLOOR / INSTALLATION OF AN ELEVATOR AND A NEW STAIR		1033 SW 152ND ST	\$775,000.00
BLD-16-0731	COFFEY RE-ROOF PERMIT	RE-ROOF, LIKE FOR LIKE	04/01/2016	14900 AMBAUM BLVD SW	\$32,308.00
BLD-16-0771	E16-08876 THREE TREE MEDICAL RE-ROOF PERMIT	E16-08876 RE-ROOF ONLY	04/05/2016	16259 SYLVESTER RD SW	\$150,002.00

Permit Number	Project Name	Scope of Work	Date Issued	Location	Total Valuation
BLD-16-0837	YARDLEY ARMS BUILDING PERMIT	SUBMITTAL TO ESTABLISH CERTIFICATE OF OCCUPANCY IN BUILDING COMMUNITY ROOM BASED ON FIRE DEPARTMENT CORRECTION REQUIREMENTS.	04/15/2016	1000 SW 130TH ST	\$50.00
BLD-16-0854	E16-10279 ALBERTSON-SAFEWAY T.I.	E16-10279 MINOR TI IN EXISTING GROCERY STORE TO CONSTRUCT CONSULT ROOM BY PHARMACY / REPLACE & ADD DISPLAY FIXTURES AND INSTALL RELATED FINISHES	04/25/2016	12739 1ST AVE S	\$15,000.00
BLD-16-0737	PUGET SOUND SKILLS CENTER	STORM WATER DETENTION VAULT	04/28/2016	18010 8TH AVE S	\$320,000.00
BLD-16-0911	DYNAMIC CHILDRENS CENTER PARTNERS THERAPY	REMOVE 2 ABANDONED HEAT DUCT CHASES & REPAIR FLOOR / FRAME NEW WALLS DIRECTLY ACROSS CORRIDOR FROM THE 2 CHASES / REPAIR 4'x20' OF ACT CEILING / DEMO & REBUILD 5'-35' ACT CEILING / BUILD 2 INTERIOR PARTITIONS TO CREATE 1 CONFERENCE ROOM & 1 PHONE ROOM	05/04/2016	127 SW 156TH ST	\$10,000.00
BLD-16-0907	SAFEWAY STORE TENANT IMPROVEMENT	REPLACING AND RELOCATING REFRIGERATED CASES	05/04/2016	12739 1ST AVE S	\$155,598.00
BLD-16-0776	BONNER FINANCIAL TENANT IMPROVEMENT	COMPLETE CONSTRUCTION FOR TENANT IMPROVEMENT FOR SUITE 155 (TWO NEW OFFICES)	05/05/2016	15811 AMBAUM BLVD SW STE 155 [TEMP]	\$5,000.00



Burien

Washington, USA

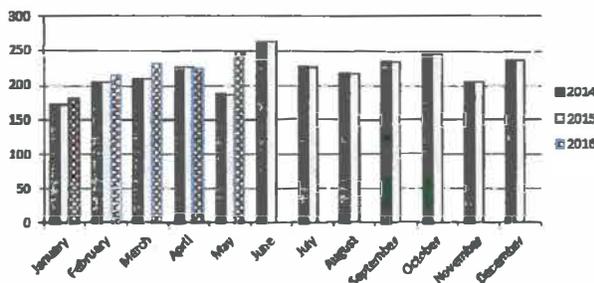
Summary of Permits Issued

Start Date: 05/01/2016

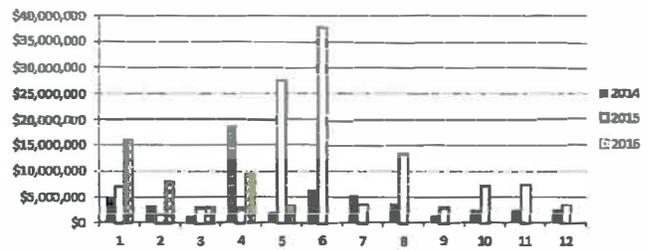
End Date: 05/31/2016

TypePermit	Count	Valuation
Building	31	\$2,198,788.40
Damage	3	
Demolition	7	
Electrical	99	\$164,854.25
Fire Protection	8	\$328,208.76
Mechanical	41	\$681,619.00
Plumbing	11	\$70,200.00
Right of Way	45	
Sign	3	\$48,325.00
Totals :	248	\$3,491,995.41

NUMBER OF PERMITS ISSUED COMPARISON



PERMITS ISSUED VALUATION COMPARISON





MONTHLY REPORT MAY - 2016

Major Permits Issued
(Applicants Valuation of \$200,000 or more)

Permit Number	Project Name	Scope of Work	Date Issued	Location	Total Valuation
BLD-16-0775	PETERS NEW SINGLE FAMILY RESIDENCE	CONSTRUCT NEW 5041SF SINGLE FAMILY RESIDENCE ON VACANT LOT	05/12/2016	16306 SYLVESTER RD SW [TEMP]	\$503,117.23
BLD-16-0430	PETERSON NEW SINGLE FAMILY RESIDENCE	CONSTRUCT 2700SF NEW SINGLE FAMILY RESIDENCE WITH ATTACHED GARAGE AND 1373SF DETACHED GARAGE AND ADU	05/11/2016	15926 11TH AVE SW	\$435,550.00
MEC-16-0386	E16-04489 BURIEN TOWN SQUARE APARTMENTS MECHANICAL	E16-04489 INSTALLING ROOF TOP UNITS, FANS, AIR HANDLING UNITS, HEAT PUMPS, LOUVERS, ENERGY RECOVERY VENTILATORS, GRILLES, FIRE & SMOKE DAMPERS	05/19/2016	15045 5TH AVE SW [TEMP]	\$338,692.00
FPS-15-2443	MERRILL / LEGACY FIRE SPRINKLER PERMIT	INSTALL TWO DRY SPRINKLER SYSTEMS, ONE WET SPRINKLER SYSTEM, AND ONE STANDPIPE SYSTEM TO PROTECT THE NEW TOWN CENTER APARTMENTS.	05/04/2016	15045 5TH AVE SW [TEMP]	\$314,253.00
MEC-16-0344	CHI FRANCISCAN HEALTH - HIGHLINE MEDICAL CENTER MECHANICAL	REPLACEMENT OF 2 PACKAGED ROOFTOP UNITS AND 2 EXHAUST FANS WITH A HEAT RECOVERY AIR HANDLING UNIT AND 2 EXHAUST FANS / ADD 4 HOT WATER HEATING COILS IN EXISTING SUPPLY DUCTWORK	05/05/2016	19251 SYLVESTER RD SW	\$300,000.00
BLD-16-0812	DINH SINGLE FAMILY ADDITION	ADD 1009 SF SECOND STORY ADDITION	05/09/2016	810 S 124TH ST	\$180,000.00
BLD-16-0907	SAFeway STORE TENANT IMPROVEMENT	REPLACING AND RELOCATING REFRIGERATED CASES	05/04/2016	12739 1ST AVE S	\$155,998.00



MONTHLY REPORT - MAY 2016

Tenant Improvement Permits Issued

Permit Number	Project Name	Scope of Work	Date Issued	Location	Total Valuation
BLD-16-0507	PICKLED AND PRESERVED LLC	TENANT IMPROVEMENTS FOR SPECIALTY FOODS STORE AND CAFE (W/REV 5/12/16)	05/02/2016	546 SW 152ND ST	\$204,086.63
BLD-16-0907	SAFEWAY STORE TENANT IMPROVEMENT	REPLACING AND RELOCATING REFRIGERATED CASES	05/04/2016	12739 1ST AVE S	\$155,598.00
BLD-16-0911	DYNAMIC PARTNERS THERAPY CENTER CHILDRENS	REMOVE 2 ABANDONED HEAT DUCT CHASES & REPAIR FLOOR / FRAME NEW WALLS DIRECTLY ACROSS CORRIDOR FROM THE 2 CHASES / REPAIR 4'x20' OF ACT CEILING / DEMO & REBUILD 5'-35' ACT CEILING / BUILD 2 INTERIOR PARTITIONS TO CREATE 1 CONFERENCE ROOM & 1 PHONE ROOM	05/04/2016	127 SW 156TH ST	\$10,000.00
BLD-16-0776	BONNER FINANCIAL TENANT IMPROVEMENT	COMPLETE CONSTRUCTION FOR TENANT IMPROVEMENT FOR SUITE 155 (TWO NEW OFFICES)	05/05/2016	15811 AMBAUM BLVD SW STE 155 (TENN)	\$5,000.00
BLD-16-0343	CHI FRANCISCAN HEALTH - HIGHLINE MEDICAL CENTER	STRUCTURAL SUPPORT PROVIDED FOR THE AIR HANDLING EQUIPMENT	05/05/2016	16251 SYLVESTER RD SW	\$40,000.00
BLD-16-1083	YEAKEL REROOF 2016	REROOF: LIKE-FOR-LIKE TORCH DOWN ROOFING & SHEATHING	05/12/2016	455 SW 152ND ST	\$27,000.00
BLD-16-1102	AAAA MINI STORAGE - BLDG A	REROOF: ROOFING & SHEATHING OF SINGLE PLY TPO	05/16/2016	17766 DES MOINES MEMORIAL DR S	\$16,536.57
BLD-16-1064	HOWARD & MARGE TI	TI: RETAIL SALES ON CLOTHING / ACCESSORIES & REFINISHED FURNITURE	05/18/2016	2118 SW 152ND ST	\$0.00
BLD-16-0664	EASTHILL VACANT OFFICE	TI: REMODEL EXISTING MEDICAL OFFICE - MOVING WALLS	05/19/2016	14203 AMBAUM BLVD SW	\$30,000.00
BLD-16-1158	BURIEN STAR BARBER SHOP	CHANGE OF USE FROM RETAIL TO BARBER SHOP - NO CHANGE TO WALLS OR DOORS (SUBJECT TO FIELD INSPECTION AND CORRECTION)	05/23/2016	15219 6TH AVE SW	\$0.00
BLD-16-0908	THE JOINT TI	CONVERSION OF EXISTING RESTAURANT TO A MERCANTILE OCCUPANCY FOR CANNABIS SALES	05/27/2016	14325 1ST AVE S	\$35,000.00

Tenant Improvement Permits Issued

Permit Number	Project Name	Scope of Work	Date Issued	Location	Total Valuation
BLD-16-0825	E16-09870 ARCO FACILITY NO 409	E16-09870 DISPENSER REPLACEMENT INCLUDING REMOVAL & REPLACEMENT OF PUMP ISLANDS, UNDERGROUND PIPING, AND BOLLARDS	05/26/2016	13515 AMBAUM BLVD SW	\$45,000.00
BLD-16-1111	CELESTE BOUTIQUE CHANGE OF USE	CHANGE OF USE FROM OFFICE TO RETAIL - EXPANDING INTO ADJACENT SPACE	05/26/2016	15403 1ST AVE S	\$1,000.00



Burien

Washington, USA

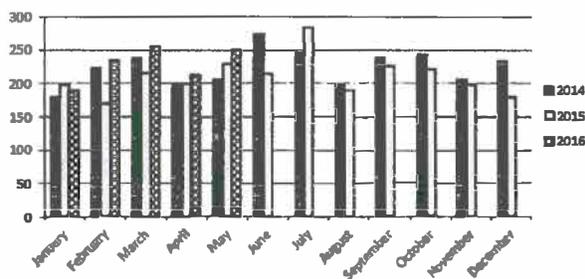
Summary of Permits Applications

Start Date: 5/01/2016

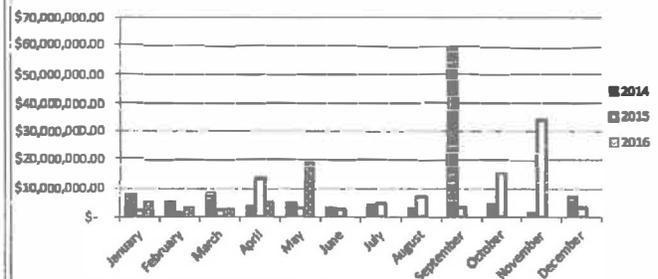
End Date: 5/31/2016

Type Permit	Count	Valuation
Building	37	\$ 16,245,772.15
Demolition	6	
Electrical	102	\$ 1,663,992.61
Fire Protection	7	\$ 98,722.84
Mechanical	42	\$ 534,494.00
Plumbing	17	\$ 227,060.00
Right of Way	40	
Sign	0	
Totals :	251	\$ 18,770,041.60

NUMBER OF APPLICATIONS RECEIVED COMPARISON



APPLICATIONS RECEIVED VALUATION COMPARISON





MONTHLY REPORT - MAY - 2016

Major Permit Applications Received

(Applicants Valuation of \$200,000 or more)

Permit Number	Project Name	Scope of Work	Date Applied	Location	Total Valuation
BLD-16-0998	WESTERN DISTRIBUTION COLD STORAGE WAREHOUSE	COLD STORAGE WAREHOUSE WITH SHIPPING / RECEIVING DOCK AND TWO-STORY OFFICE	05/03/2016		\$10,800,000.00
BLD-16-1040	LY SINGLE-FAMILY ADDITION	ADDITION OF MASTER BATH, MASTER BEDROOM, AND KITCHEN	05/09/2016	12222 SHOREWOOD DR SW	\$250,000.00
BLD-16-1068	GROUP HEALTH COOPERATIVE	PROJECT PROPOSES TO CONSTRUCT A NEW 23,000 SF MEDICAL BUILDING	05/11/2016	140 SW 146TH ST [TEMP]	\$2,230,000.00
BLD-16-1094	E16-13189 PETSMART TI	E16-13189 BUILD THE TI INCLUDING FINISHES FOR THE NEW PETSMART STORE	05/16/2016	14901 4TH AVE SW STE 101	\$635,523.00
BLD-16-1120	E16-13438 PETSMART SHELL	E16-13438 WORK TO PREPARE FOR NEW TENANT	05/17/2016	14903 4TH AVE SW STE 101	\$250,000.00
BLD-16-1221	E16-14733 HIGHLINE MEDICAL IMAGING 3-TREE MRI	E16-14733 REMODEL WORK TO ACCOMODATE REPLACEMENT MRI MAGNET	05/31/2016	16251 SYLVESTER RD SW	\$1,100,000.00
ELE-16-1001	WESTERN DISTRIBUTION COLD STORAGE WAREHOUSE	ELECTRICAL TO COLD STORAGE WAREHOUSE WITH SHIPPING / RECEIVING DOCK AND TWO-STORY OFFICE	05/03/2016		\$1,142,000.00
ELE-16-1224	E16-14733 HIGHLINE MEDICAL IMAGING 3-TREE MRI ELECTRICAL	E16-14733 REMODEL WORK TO ACCOMODATE REPLACEMENT MRI MAGNET	05/31/2016	16251 SYLVESTER RD SW	\$220,000.00
MEC-16-1222	E16-14733 HIGHLINE MEDICAL IMAGING 3-TREE MRI MECHANICAL	E16-14733 REMODEL WORK TO ACCOMODATE REPLACEMENT MRI MAGNET	05/31/2016	16251 SYLVESTER RD SW	\$350,000.00



MONTHLY REPORT - MAY 2016

Tenant Improvement Permit Applications

Permit Number	Project Name	Scope of Work	Date Issued	Location	Total Valuation
BLD-16-1018	LAKE BURIEN PHYSICAL THERAPY TI, SUITE 140	COMPLETE TENANT IMPROVEMENTS FOR PHYSICAL THERAPY SUITE.		16811 AMBAUM BLVD SW STE 140	\$50,000.00
BLD-16-1027	MONTROSE APTS REMODEL	REMODEL: POOL AREA / RESTROOM / SHOWER		220 S 152ND ST	\$7,500.00
BLD-16-1094	E16-13189 PETSMART TI	E16-13189 BUILD THE TI INCLUDING FINISHES FOR THE NEW PETSMART STORE		14901 4TH AVE SW STE 101	\$635,523.00
BLD-16-1120	E16-13438 PETSMART SHELL	E16-13438 WORK TO PREPARE FOR NEW TENANT		14903 4TH AVE SW STE 101	\$250,000.00
BLD-16-1174	E16-14224 ONE EARTH NATURAL MEDICINE	E16-14224 INTERIOR RENOVATIONS: CHANGE OF USE		652 SW 150TH ST	\$120,000.00
BLD-16-1199	BOULEVARD MANOR	REPLACE / RE-ALIGN STORM DRAINING PIPE		12039 ROSEBERG AVE S	\$892.00
BLD-16-1221	E16-14733 HIGHLINE MEDICAL IMAGING 3-TREE MRI	E16-14733 REMODEL WORK TO ACCOMMODATE REPLACEMENT MRI MAGNET		16251 SYLVESTER RD SW	\$1,100,000.00
BLD-16-1083	YEADEL REROOF 2016	REROOF: LIKE-FOR-LIKE TORCH DOWN ROOFING & SHEATHING	05/12/2016	455 SW 152ND ST	\$27,000.00
BLD-16-1102	AAAA MINI STORAGE - BLDG A	REROOF: ROOFING & SHEATHING OF SINGLE PLY TPO	05/16/2016	17786 DES MOINES MEMORIAL DR S	\$16,536.57
BLD-16-1064	HOWARD & MARGE TI	TI: RETAIL SALES ON CLOTHING / ACCESSORIES & REFINISHED FURNITURE	05/18/2016	2118 SW 152ND ST	\$0.00
BLD-16-1158	BURIEN STAR BARBER SHOP	CHANGE OF USE FROM RETAIL TO BARBER SHOP - NO CHANGE TO WALLS OR DOORS	05/23/2016	15219 6TH AVE SW	\$0.00
BLD-16-1111	CELESTE BOUTIQUE - CHANGE OF USE	CHANGE OF USE FROM OFFICE TO RETAIL - EXPANDING INTO ADJACENT SPACE	05/26/2016	15403 1ST AVE S	\$1,000.00



Burien

Washington, USA

Permit Application Review Timelines

Revised and Effective June 6, 2016

400 SW 152nd Street, Suite 300 Burien, WA 98166
 Phone: (206) 241-4647 • FAX: (206) 248-5539
www.burienwa.gov

Pursuant to Burien Municipal Code (BMC) Section 19.65.050 and Revised Code of Washington (RCW) Section 36.70B.080, the City of Burien's goal is to issue a decision within the time periods listed below. **These time periods begin when a complete application is submitted and are extended when additional information is requested by the City.** To assist applicants, we are providing timeframes below for our "target issuance date"—when you can expect a decision on your application, and an "initial comments due" date—when you can expect to receive initial review comments from us.

Permit Type	Initial Comments Due:	Target Issuance Date:
Binding Site Plan	4 weeks	150 days
Critical Area Determination—Admin.	3 weeks	60 days
Critical Area Review—Type 1	3 weeks	120 days
Design Review—Type 1	3 weeks	90 days
Land Use Review—Type 1	3 weeks	120 days
Land Use Review—Type 2	3 weeks	120 days
Land Use Review—Type 3	3 weeks	150 days
Lot Line Adjustment	2 weeks	30 days
Short Plat, Preliminary	3 weeks	120 days
Short Plat, Final	2 weeks	Varies, depending on when submitted
Subdivision, Preliminary	4 weeks	180 days
Subdivision, Final	2 weeks	Varies, depending on when submitted
SEPA Determination	3 weeks	60 days
Shoreline Permits	3 weeks	120 days
Shoreline Exemption	2 weeks	30 days
Temporary Use Permit	1 week	14 days

The following types of permit applications are exempt from the requirements of BMC 19.65.050. The City of Burien has established the following goals for issuance of a decision on the following permits.

Permit Type	Comments Due on Initial Submittals	Comments Due on Resubmittals	Target Issuance Date:
<u>Permits Requiring Plan Review: Building, Clearing & Grading, Electrical, Plumbing, & Mechanical</u>			
Single-family, new	6 weeks	2 weeks	8 weeks
Single-family, addition	5 weeks	2 weeks	7 weeks
Single-family, remodel	4 weeks	2 weeks	6 weeks
Multi-family/commercial, new	10 weeks	4 weeks	16 weeks
Multi-family/commercial, addition	9 weeks	4 weeks	14 weeks
Multi-family/commercial, remodel or tenant improvement	4 weeks	3 weeks	8 weeks
Sign permits	1 week	1 week	2 weeks
Plumbing, Electrical, Mechanical permits—plan review not required	Same day	Same day	Same day
Right-of-Way or Street Use permits	4 weeks	2 weeks	3 weeks



Public Hearing Notice

City of Burien

400 SW 152nd St, Suite 300

Burien, Washington 98166

Hearing Information

The City of Burien Planning Commission will hold a public hearing on **June 22, 2016, at 7:00 p.m.** at Burien City Hall, 400 SW 152nd St, to receive public comments on proposed amendments to zoning code regulations pertaining to transportation impact fees. The proposed amendments will establish a process for deferred payment of transportation impact fees.

Applicant

City of Burien

Proposal

Amendments are proposed to the Burien Zoning Code (BMC Title 19.35) amending transportation impact fee regulations to comply with the State requirement to include a deferral system for the collection of transportation impact fees for new single-family detached and attached residential construction. The proposed amendment will establish a process and maximum term for deferral of the impact fee, impose a reasonable administrative application fee and limit the deferral to the first 20 single-family residential building permits, annually, per applicant.

File No.

2016 Transportation Impact Fee Deferred Payment Amendment

A summary of the proposed zoning regulations and the project file are available for viewing at Burien City Hall during regular business hours.

How to Comment

Any person may submit written or oral comments or testimony at the public hearing, or may submit written comments prior to the hearing. Written comments may be submitted in person, via mail, e-mail or by facsimile. All documents submitted or requested as part of this application, including the City staff report are available for review at City Hall during regular business hours.

Project Planner
(for submittal of
written comments or
for more information)

Charles W. "Chip" Davis, AICP
Community Development Director
City of Burien
400 SW 152nd St, Suite 300
Burien, WA 98166

Phone: (206) 248-5501
E-Mail: chipd@burienwa.gov

Date of Notice: June 8, 2016

Published in the
Seattle Times

June 8, 2016

cc: Burien City Council
Burien City Staff
Burien Library

Westside Weekly
Seahurst Post Office
Web site: www.burienwa.gov

B-Town Blog
Discover Burien
White Center Now



Notice of Application

City of Burien

400 SW 152nd Street (Suite 300)

Burien, Washington 98166-3066

Date	June 6, 2016
Applicant	152 nd LLC
Proposal	Applicant requests a Clear and Grade permit for removal of approximately 450 cubic yards of petroleum contaminated soil and backfill the 50 x 60 x 10 feet deep pit with 2 to 4 inch rock spalls or recycled concrete, and clean soil or 5/8 inch crushed rock.
File No.	PLA 16-0891 File is available for viewing at Burien City Hall during regular business hours.
Location	15217 Des Moines Memorial Drive S
Tax Parcel No.	202304-9043
Current Zoning	Airport Industrial – 1
Application Submitted/Complete	Submitted: April 21, 2016 Complete: May 20, 2016
Other Permits Needed	A State Department of Ecology 30-day Notice City of Burien Clearing & Grading Permit (Bld 15-2162) November 2009 City of Burien NERA Final SEIS Prepared by Otak March 2016 Remedial Action Final Report Prepared by Budget Environmental Svc March 2016 Geotechnical Recommendations Prepared by Liu & Associates, Inc.
Existing Environmental Info.	
Environmental Review	For this proposal, the City of Burien is using the “optional Determination of Non Significance (DNS) process” under the State Environmental Policy Act (WAC 197-11-355). The City expects to issue a DNS for the proposal. Individuals who submit timely written comments to the City (as indicated below) will become parties of record and will be notified of any decision and environmental determination made on this project. A copy of any decision and environmental determination made on this project may also be obtained upon request. The decision on the proposal and environmental determination, once made, may be appealed. All documents submitted or requested as part of this application are available for review at City Hall during regular business hours.
Review Process and Public Comment	The decision on this application will be made by the Community Development Director. Prior to the decision, there is an opportunity for the public to submit written comments. Written comments must be received prior to 5:00 p.m. on Monday, June 27, 2016. Send written comments to the project planner (see below). Please indicate your name and address and refer to the file indicated above. Only people who submit comments as indicated above may appeal the decision on this application.
Project Planner (for written comments and more information)	Brandi Eyerly, AICP Department of Community Development City of Burien 400 SW 152 nd Street, Suite 300 Burien, WA 98166-3066 Phone: (206) 248-5519 E-Mail: brandie@burienwa.gov
Published in the Seattle Times	Date of Notice: June 6, 2016

cc: Burien City Council
Burien City Staff
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