



Burien
WASHINGTON

CITY COUNCIL MEETING AGENDA

March 7, 2011

SPECIAL MEETING, Miller Creek Conference Room, 3rd Floor

For the purpose of holding Planning Commission interviews

6:00 p.m.

SPECIAL MEETING, Miller Creek Conference Room, 3rd Floor

For the purpose of holding an Executive Session to review the performance of a public employee

6:30 p.m.

and

COUNCIL MEETING, Council Chambers, 1st Floor

7:00 p.m.

400 SW 152nd Street

Burien, Washington 98166

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 three minutes, and groups to five minutes. | | |
| 6. CORRESPONDENCE FOR THE RECORD | None received. | | |
| 7. CONSENT AGENDA | a. Approval of Vouchers: Numbers 27636 – 27671, 927672 – 927675, 27676 – 27724 in the Amounts of \$253,296.60. | | 3. |
| | b. Approval of Minutes: February 28, 2011, Council Meeting. | | 17. |
| 8. BUSINESS AGENDA | a. Presentation on Public Works Department 2010 Performance Report. | | |
| | b. Project Partnership Agreement with the U.S. Army Corps of Engineers for the Removal of the Seahurst Park North Seawall & Beach Restoration Project. | | 21. |
| | c. City Business. | | 79. |
| | d. Discussion on Information Provided to Council on a Regular Basis. | | |
| 9. COUNCIL REPORTS | | | |
| 10. ADJOURNMENT | | | |

COUNCILMEMBERS

Joan McGilton, Mayor

Brian Bennett, Deputy Mayor

Jack Block, Jr.

Rose Clark

Lucy Krakowiak

Gerald F. Robison

Gordon Shaw

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 7th day of March, 2011 the FOLLOWING:

CHECK NOS. 27636-27671, 927672-927675, 27676-27724

IN THE AMOUNTS OF \$253,296.60

WITH VOIDED CHECK NOS. _____

Accounts Payable
Checks for Approval



User: liliac
Printed: 03/01/2011 - 4:20 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
27636	02/25/2011	General Fund	Contributions - Wlncs Cluster	Cardmember Service	38.97
27636	02/25/2011	General Fund	Burien Marketing Strategy	Cardmember Service	229.40
27636	02/25/2011	General Fund	Professional Services	Cardmember Service	60.23
27636	02/25/2011	General Fund	Travel	Cardmember Service	787.40
27636	02/25/2011	General Fund	Burien Marketing Strategy	Cardmember Service	102.41
27636	02/25/2011	General Fund	Office and Operating Supplies	Cardmember Service	41.23
27636	02/25/2011	General Fund	Admission and Entrance Fees	Cardmember Service	276.00
27636	02/25/2011	General Fund	Office and Operating Supplies	Cardmember Service	33.71
27636	02/25/2011	General Fund	Office And Operating Supplies	Cardmember Service	92.86
27636	02/25/2011	General Fund	Office and Operating Supplies	Cardmember Service	682.05
27636	02/25/2011	General Fund	Office and Operating Supplies	Cardmember Service	971.07
27636	02/25/2011	General Fund	Admission and Entrance Fees	Cardmember Service	303.00
27636	02/25/2011	General Fund	Office and Operating Supplies	Cardmember Service	80.33
27636	02/25/2011	General Fund	Office and Operating Supplies	Cardmember Service	189.28
27636	02/25/2011	General Fund	Office and Operating Supplies	Cardmember Service	94.08
27636	02/25/2011	General Fund	Office and Operating Supplies	Cardmember Service	212.58
27636	02/25/2011	General Fund	Senior Trips	Cardmember Service	266.70
27636	02/25/2011	General Fund	Office and Operating Supplies	Cardmember Service	13.12
27636	02/25/2011	General Fund	Repairs And Maintenance	Cardmember Service	219.28
27636	02/25/2011	General Fund	Office And Operating Supplies	Cardmember Service	49.82
27636	02/25/2011	General Fund	Office and Operating Supplies	Cardmember Service	49.83
27636	02/25/2011	General Fund	Senior Trips	Cardmember Service	406.45
27636	02/25/2011	General Fund	Office And Operating Supplies	Cardmember Service	10.24
27636	02/25/2011	General Fund	Office and Operating Supplies	Cardmember Service	137.80
27636	02/25/2011	General Fund	Registration - Trainng/workshp	Cardmember Service	37.00
27636	02/25/2011	General Fund	Other Travel	Cardmember Service	23.00
27636	02/25/2011	General Fund	Repair & Maint/City Hall	Cardmember Service	105.39
27636	02/25/2011	Street Fund	Registration - Trainng/workshp	Cardmember Service	250.00
27636	02/25/2011	Surface Water Management Fund	Registration - Trainng/workshp	Cardmember Service	250.00
27636	02/25/2011	General Fund	Meals	Cardmember Service	148.59
27636	02/25/2011	General Fund	Meals	Cardmember Service	211.43
27636	02/25/2011	General Fund	Miscellaneous	Cardmember Service	59.95
27636	02/25/2011	General Fund	Registration - Trainng/workshp	Cardmember Service	500.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
27636	02/25/2011	General Fund	Subscriptions/Publications	Cardmember Service	299.90
27636	02/25/2011	General Fund	Computer Related Supplies	Cardmember Service	130.45
27636	02/25/2011	Street Fund	Miscellaneous	Cardmember Service	65.99
27636	02/25/2011	General Fund	Registration - Trainng/workshp	Cardmember Service	528.06
27636	02/25/2011	General Fund	Office And Operating Supplies	Cardmember Service	123.93
27636	02/25/2011	General Fund	P/H Heal Grant Exps	Cardmember Service	29.70
27636	02/25/2011	General Fund	Registration - Trainng/workshp	Cardmember Service	250.00
27636	02/25/2011	General Fund	Registration - Trainng/workshp	Cardmember Service	-50.00
27636	02/25/2011	General Fund	Office And Operating Supplies	Cardmember Service	13.33
27636	02/25/2011	General Fund	Office and Operating Supplies	Cardmember Service	604.06
27636	02/25/2011	General Fund	Office Supplies	Cardmember Service	463.76
27636	02/25/2011	General Fund	Office And Operating Supplies	Cardmember Service	825.66
Check Total:					10,218.04
27637	02/25/2011	General Fund	Other Travel	Petty Cash Custodian	10.99
27637	02/25/2011	General Fund	Other Travel	Petty Cash Custodian	45.75
27637	02/25/2011	General Fund	Repair/maint-vehicle	Petty Cash Custodian	2.50
27637	02/25/2011	General Fund	Other Travel	Petty Cash Custodian	2.00
27637	02/25/2011	General Fund	Travel	Petty Cash Custodian	10.00
27637	02/25/2011	General Fund	Mileage	Petty Cash Custodian	46.41
27637	02/25/2011	General Fund	Office And Operating Supplies	Petty Cash Custodian	9.83
27637	02/25/2011	General Fund	Cash Over & Short	Petty Cash Custodian	-1.04
27637	02/25/2011	General Fund	Subscriptions/Publications	Petty Cash Custodian	32.32
27637	02/25/2011	General Fund	Mileage	Petty Cash Custodian	13.66
27637	02/25/2011	Street Fund	Office And Operating Supplies	Petty Cash Custodian	13.02
27637	02/25/2011	General Fund	Other Travel	Petty Cash Custodian	13.00
27637	02/25/2011	General Fund	Office And Operating Supplies	Petty Cash Custodian	21.89
27637	02/25/2011	General Fund	Mileage	Petty Cash Custodian	2.55
27637	02/25/2011	General Fund	Registration & Training	Petty Cash Custodian	13.00
27637	02/25/2011	General Fund	Meals	Petty Cash Custodian	9.02
27637	02/25/2011	General Fund	Mileage	Petty Cash Custodian	28.05
27637	02/25/2011	General Fund	Mileage	Petty Cash Custodian	26.32
27637	02/25/2011	General Fund	Office And Operating Supplies	Petty Cash Custodian	10.94
27637	02/25/2011	General Fund	Office and Operating Supplies	Petty Cash Custodian	12.68
27637	02/25/2011	General Fund	Office And Operating Supplies	Petty Cash Custodian	2.19
27637	02/25/2011	General Fund	Registration - Trainng/workshp	Petty Cash Custodian	14.00
27637	02/25/2011	General Fund	Mileage	Petty Cash Custodian	6.63
27637	02/25/2011	General Fund	Registration - Trainng/workshp	Petty Cash Custodian	50.00
27637	02/25/2011	General Fund	Mileage	Petty Cash Custodian	13.26
Check Total:					408.97
27638	02/28/2011	General Fund	Miscellaneous	Government Finance Officers As	330.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	330.00
27639	03/07/2011	General Fund	IT Office/operating Supplies	Advanced Graphic Solutions	283.92
				Check Total:	283.92
27640	03/07/2011	General Fund	Office and Operating Supplies	Amerigas - Kent	320.11
27640	03/07/2011	General Fund	Office and Operating Supplies	Amerigas - Kent	380.61
				Check Total:	700.72
27641	03/07/2011	Street Fund	Registration - Trainng/workshp	APWA 2011 Spring Conference	75.00
				Check Total:	75.00
27642	03/07/2011	General Fund	Office and Operating Supplies	Aramark Uniform Services	27.38
				Check Total:	27.38
27643	03/07/2011	General Fund	Telephone	AT&T Mobility	18.83
				Check Total:	18.83
27644	03/07/2011	General Fund	Federal Lobbying Services	Ball Janik LLP	3,916.66
				Check Total:	3,916.66
27645	03/07/2011	General Fund	Meals	SAMIR BASMEH	18.79
27645	03/07/2011	General Fund	Mileage	SAMIR BASMEH	45.03
27645	03/07/2011	General Fund	Other Travel	SAMIR BASMEH	34.00
				Check Total:	97.82
27646	03/07/2011	General Fund	Telephone	JACK BLOCK, JR.	55.48
				Check Total:	55.48
27647	03/07/2011	General Fund	Prof. Svcs-instructors	Viola Brumbaugh	392.60
				Check Total:	392.60

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
27648	03/07/2011	General Fund	Small Tools & Minor Equipments	Bryant's Tractor & Mower, Inc.	308.83
Check Total:					308.83
27649	03/07/2011	General Fund	Computer Related Supplies	CDW-G	152.29
27649	03/07/2011	General Fund	Machinery/equ - Noncapitalize	CDW-G	1,148.69
27649	03/07/2011	Street Fund	Office And Operating Supplies	CDW-G	95.24
27649	03/07/2011	Surface Water Management Fund	Office And Operating Supplies	CDW-G	95.24
27649	03/07/2011	Street Fund	GIS Plan Implementation	CDW-G	3,120.75
27649	03/07/2011	Surface Water Management Fund	GIS Plan Implementation	CDW-G	6,241.50
27649	03/07/2011	Street Fund	Office And Operating Supplies	CDW-G	104.25
27649	03/07/2011	General Fund	Office And Operating Supplies	CDW-G	104.24
Check Total:					11,062.20
27650	03/07/2011	General Fund	Professional Services	Center for Ethical Leadership	4,815.00
Check Total:					4,815.00
27651	03/07/2011	General Fund	Publications	Ceramics Monthly	34.95
Check Total:					34.95
27652	03/07/2011	General Fund	Small Tools & Minor Equipment	ANGELA CHAUFY	164.22
Check Total:					164.22
27653	03/07/2011	General Fund	Professional Services	Capture It Photography	500.00
Check Total:					500.00
27654	03/07/2011	General Fund	Office and Operating Supplies	Clay Art Center, Inc.	236.65
27654	03/07/2011	General Fund	Office and Operating Supplies	Clay Art Center, Inc.	80.44
27654	03/07/2011	General Fund	Office and Operating Supplies	Clay Art Center, Inc.	44.79
Check Total:					361.88
27655	03/07/2011	General Fund	Human Svc-family/youth	City of Renton	25,500.00
27655	03/07/2011	General Fund	Jail contracts	City of Renton	28,059.56
Check Total:					53,559.56
27656	03/07/2011	Surface Water Management Fund	Util - Pump 21: Chelsea Park	City of Seattle	38.49

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
27656	03/07/2011	Surface Water Management Fund	Chelsea Pond	City of Seattle	59.79
27656	03/07/2011	Street Fund	Utilities - Traffic Signals	City of Seattle	871.87
27656	03/07/2011	General Fund	Utilities	City of Seattle	227.87
27656	03/07/2011	General Fund	Utilities	City of Seattle	430.72
Check Total:					1,628.74
27657	03/07/2011	Street Fund	Operating Rentals And Leases	City of SeaTac	575.00
Check Total:					575.00
27658	03/07/2011	General Fund	Professional Services	D&J Custom Metal Fabrication,	153.30
Check Total:					153.30
27659	03/07/2011	Surface Water Management Fund	Dues/memberships	Department of Licensing	76.00
Check Total:					76.00
27660	03/07/2011	General Fund	Professional Services	Duchess Construction, Inc.	3,175.50
Check Total:					3,175.50
27661	03/07/2011	General Fund	Repair/maint-vehicle	Elidrew, LLC	11.83
Check Total:					11.83
27662	03/07/2011	General Fund	Professional Services	Food/Sense Nutrition	50.00
Check Total:					50.00
27663	03/07/2011	Transportation CIP	Design Engineering	Gray & Osborne, Inc.	13,133.45
Check Total:					13,133.45
27664	03/07/2011	Street Fund	Miscellaneous	Gamma Scientific	40.00
Check Total:					40.00
27665	03/07/2011	Surface Water Management Fund	Publications	Good Nature Publishing Co.	528.53
27665	03/07/2011	Surface Water Management Fund	Publications	Good Nature Publishing Co.	1,637.03
27665	03/07/2011	Surface Water Management Fund	Publications	Good Nature Publishing Co.	54.75
27665	03/07/2011	Surface Water Management Fund	Publications	Good Nature Publishing Co.	109.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	2,329.81
27666	03/07/2011	General Fund	Machinery/eqpt - Noncapitalize	Grainger	519.00
27666	03/07/2011	General Fund	Office and Operating Supplies	Grainger	443.71
				Check Total:	962.71
27667	03/07/2011	Street Fund	Operating Rentals And Leases	Greenbaum Burien	1,030.00
				Check Total:	1,030.00
27668	03/07/2011	Street Fund	Repairs And Maintenance	ICON Materials	117.44
				Check Total:	117.44
27669	03/07/2011	General Fund	Operating Rents & Leases	Ikon Office Solutions	438.88
				Check Total:	438.88
27670	03/07/2011	General Fund	Repairs And Maintenance	Interstate Tire & Automotive	184.54
				Check Total:	184.54
27671	03/07/2011	General Fund	Telephone	LUCY KRAKOWIAK	54.99
				Check Total:	54.99
				Report Total:	111,294.25

Accounts Payable
Checks for Approval



User: liliac
Printed: 03/01/2011 - 4:21 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
27676	03/07/2011	General Fund	Instructors Prof Svcs	Olivia Maiorani	40.00
Check Total:					40.00
27677	03/07/2011	Surface Water Management Fund	Repairs And Maintenance	McLendon Hardware, Inc.	16.41
27677	03/07/2011	Street Fund	Small Tools & Minor Equipments	McLendon Hardware, Inc.	68.83
Check Total:					85.24
27678	03/07/2011	General Fund	City Hall Custodial	National Maintenance	1,032.29
27678	03/07/2011	General Fund	Professional Services	National Maintenance	150.00
27678	03/07/2011	General Fund	Office And Operating Supplies	National Maintenance	405.37
27678	03/07/2011	General Fund	Office/operating Supplies	National Maintenance	162.17
Check Total:					1,749.83
27679	03/07/2011	General Fund	Contributions - Wlnss Cluster	O'DAY MEDIA GROUP	2,000.00
27679	03/07/2011	General Fund	Burien Marketing Strategy	O'DAY MEDIA GROUP	2,445.00
Check Total:					4,445.00
27680	03/07/2011	General Fund	Office And Operating Supplies	O'Reilly Auto Parts	10.93
Check Total:					10.93
27681	03/07/2011	General Fund	Repairs And Maintenance	Park Place Professional Buildi	490.00
Check Total:					490.00
27682	03/07/2011	Transportation CIP	design engineering	Perteet Inc.	8,121.11

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	8,121.11
27683	03/07/2011	General Fund	Cops Technology Grant Exps	Pictometry	1,314.00
				Check Total:	1,314.00
27684	03/07/2011	Street Fund	Small Tools & Minor Equipments	Pacific Industrial Supply	16.59
				Check Total:	16.59
27685	03/07/2011	General Fund	Drug seizure proceeds KCSO	PLATT	675.24
				Check Total:	675.24
27686	03/07/2011	General Fund	Office And Operating Supplies	Poly Bag, LLC	75.12
				Check Total:	75.12
27687	03/07/2011	General Fund	City Hall Bldg Maintenance	PRG Investment Company, LLC	2,000.00
				Check Total:	2,000.00
27688	03/07/2011	General Fund	Telephone	QWEST	43.58
27688	03/07/2011	General Fund	Telephone	QWEST	42.45
27688	03/07/2011	General Fund	Telephone	QWEST	47.17
27688	03/07/2011	General Fund	Telephone	QWEST	43.58
27688	03/07/2011	General Fund	Telephone	QWEST	88.64
				Check Total:	265.42
27689	03/07/2011	Street Fund	RedFlex Red Light Cameras	Redflex Traffic Systems	19,400.00
27689	03/07/2011	Street Fund	RedFlex Red Light Cameras	Redflex Traffic Systems	19,400.00
				Check Total:	38,800.00
27690	03/07/2011	Street Fund	Business Licenses	Tutoring Solutions	15.00
				Check Total:	15.00
27691	03/07/2011	General Fund	Business & Occupation Tax	Smith & Nephew Inc.	157.14

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	157.14
27692	03/07/2011	General Fund	Refund Clearing Account -Parks	Glorivette Rodriguez	125.00
				Check Total:	125.00
27693	03/07/2011	General Fund	Refund Clearing Account -Parks	Nanette Feeney	66.00
				Check Total:	66.00
27694	03/07/2011	General Fund	Refund Clearing Account -Parks	Phyllis Ferrell	100.00
				Check Total:	100.00
27695	03/07/2011	General Fund	Refund Clearing Account -Parks	Jack Hanson	24.00
				Check Total:	24.00
27696	03/07/2011	General Fund	Refund Clearing Account -Parks	Julie Linman	70.00
				Check Total:	70.00
27697	03/07/2011	General Fund	Refund Clearing Account -Parks	Karin Sinkula	48.00
				Check Total:	48.00
27698	03/07/2011	General Fund	Refund Clearing Account -Parks	Amanda Skey	24.00
				Check Total:	24.00
27699	03/07/2011	General Fund	Refund Clearing Account -Parks	Jessie Tompsett	76.00
				Check Total:	76.00
27700	03/07/2011	General Fund	Printing/binding/copying	Claude McAlpin, III	241.71
27700	03/07/2011	General Fund	Miscellaneous	Claude McAlpin, III	9.82
27700	03/07/2011	General Fund	Printing/binding/copying	Claude McAlpin, III	124.72
				Check Total:	376.25
27701	03/07/2011	General Fund	Office And Operating Supplies	Seatown Locksmith	55.30

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
27701	03/07/2011	General Fund	Office and Operating Supplies	Seatown Locksmith	381.88
27701	03/07/2011	General Fund	Office Supplies	Seatown Locksmith	62.41
				Check Total:	499.59
27702	03/07/2011	General Fund	Operating Rentals And Leases	SECAP Finance	969.09
				Check Total:	969.09
27703	03/07/2011	General Fund	Telephone	GORDON SHAW	551.40
27703	03/07/2011	General Fund	Registration - Trainng/workshp	GORDON SHAW	26.87
				Check Total:	578.27
27704	03/07/2011	General Fund	Misc. EOC	SPRINT	49.99
				Check Total:	49.99
27705	03/07/2011	Surface Water Management Fund	Other Travel	TAVIWAT SRILOFUNG	49.98
				Check Total:	49.98
27706	03/07/2011	General Fund	Office and Operating Supplies	Suburban Propane	98.55
				Check Total:	98.55
27707	03/07/2011	General Fund	Teen Programs	Reginald Thomas	571.08
				Check Total:	571.08
27708	03/07/2011	General Fund	Drug seizure proceeds KCSO	Tri-ed Distribution, Inc.	121.28
				Check Total:	121.28
27709	03/07/2011	General Fund	Small Tools & Minor Equipments	Tri-Tec	207.50
27709	03/07/2011	General Fund	Repairs And Maintenance	Tri-Tec	766.50
				Check Total:	974.00
27710	03/07/2011	General Fund	Parks Maintenance	Trugreen-landcare/NW Region	7,913.83

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	7,913.83
27711	03/07/2011	General Fund	Operating Rentals and Leases	United Site Services	165.00
				Check Total:	165.00
27712	03/07/2011	General Fund	Postage	U.S. POSTAL SERVICE	3,900.00
				Check Total:	3,900.00
27713	03/07/2011	General Fund	Operating Rentals & Leases	Valley View Sewer District	1,000.00
				Check Total:	1,000.00
27714	03/07/2011	Payroll Clearing	Accrued Wages Payable	Carl Vinson	102.03
				Check Total:	102.03
27715	03/07/2011	General Fund	Registration - Trainng/workshp	WA Assn. of Building Officials	150.00
27715	03/07/2011	General Fund	Registration - Trainng/workshp	WA Assn. of Building Officials	150.00
27715	03/07/2011	General Fund	Registration - Trainng/workshp	WA Assn. of Building Officials	300.00
27715	03/07/2011	General Fund	Registration - Trainng/workshp	WA Assn. of Building Officials	300.00
27715	03/07/2011	General Fund	Registration - Trainng/workshp	WA Assn. of Building Officials	300.00
27715	03/07/2011	General Fund	Registration - Trainng/workshp	WA Assn. of Building Officials	300.00
				Check Total:	1,500.00
27716	03/07/2011	General Fund	Jail contracts	WASPC-Regional Cities EHM	468.00
				Check Total:	468.00
27717	03/07/2011	General Fund	Human Svc-family/youth	White Center Food Bank	1,250.00
				Check Total:	1,250.00
27718	03/07/2011	General Fund	Probatn/public Defndr Screenng	Tammy Weigel	840.00
				Check Total:	840.00
27719	03/07/2011	Street Fund	Operating Rentals And Leases	Wilken Properties, LLC	2,783.17
27719	03/07/2011	Surface Water Management Fund	Operating Rentals And Leases	Wilken Properties, LLC	2,783.16

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	5,566.33
27720	03/07/2011	General Fund	Jury & Witness Fees	Edward A. Trujillo	30.40
				Check Total:	30.40
27721	03/07/2011	General Fund	Jury & Witness Fees	James Polhamus	14.08
				Check Total:	14.08
27722	03/07/2011	General Fund	Jury & Witness Fees	Aldera E. Bundy	12.04
				Check Total:	12.04
27723	03/07/2011	Surface Water Management Fund	Dues/memberships	WSDA	33.00
27723	03/07/2011	Surface Water Management Fund	Dues/memberships	WSDA	33.00
				Check Total:	66.00
27724	03/07/2011	General Fund	Jail contracts	Yakima County Department	10,183.26
				Check Total:	10,183.26
				Report Total:	96,092.67

Accounts Payable
Checks for Approval



User: liliac
Printed: 03/01/2011 - 4:21 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
927672	03/07/2011	General Fund	Substance Abuses	King County Finance	2,885.95
				Check Total:	2,885.95
927673	03/07/2011	General Fund	Repair and Maintenance	KING COUNTY FINANCE	251.03
				Check Total:	251.03
927674	03/07/2011	General Fund	Prof. Svcs-instructors	Kim Klose	38.40
				Check Total:	38.40
927675	03/07/2011	Transportation CIP	Construction - Inspection	KPG, Inc.	42,734.30
				Check Total:	42,734.30
				Report Total:	45,909.68

DRAFT



CITY COUNCIL MEETING MINUTES

February 28, 2011

SPECIAL MEETINGS, Miller Creek Conference Room, 3rd Floor
For the purpose of conducting Planning Commission Interviews
6:00 p.m.

For the purpose of holding an Executive Session to discuss pending litigation
6:30 p.m.
and

COUNCIL MEETING, Council Chambers, 1st Floor
7:00 p.m.
400 SW 152nd Street
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 MEETINGS

Mayor McGilton called the Special Meeting of the Burien City Council to order at 6:00 p.m. for the purpose of conducting Planning Commission interviews.

Present: Mayor Joan McGilton, Deputy Mayor Brian Bennett, Councilmembers Jack Block, Jr., Rose Clark, Lucy Krakowiak, and Gerald F. Robison. Councilmember Gordon Shaw was excused.

Administrative staff present: Mike Martin, City Manager.

Planning Commission interviews were held with applicants Thomas R. Bailey, Rick Goroski, and Brooks Stanfield.

No action was taken.

Mayor McGilton called the Special Meeting of the Burien City Council to order at 6:30 p.m. for the purpose of holding an Executive Session to discuss pending litigation.

Present: Mayor Joan McGilton, Deputy Mayor Brian Bennett, Councilmembers Jack Block, Jr., Rose Clark, Lucy Krakowiak, and Gerald F. Robison. Councilmember Gordon Shaw was excused.

Administrative staff present: Mike Martin, City Manager; Craig Knutson, City Attorney.

No action was taken.

ADJOURNMENT TO COUNCIL MEETING

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



CALL TO ORDER

Mayor McGilton called the meeting of the Burien City Council to order at 7:03 p.m.

PLEDGE OF ALLEGIANCE

Mayor McGilton led the Pledge of Allegiance.

ROLL CALL

Present: Mayor Joan McGilton, Deputy Mayor Brian Bennett, Councilmembers, Jack Block, Jr., Rose Clark, Lucy Krakowiak, and Gerald F. Robison. Councilmember Gordon Shaw was excused.

Administrative staff present: Mike Martin, City Manager; Craig Knutson, City Attorney; Richard Loman, Economic Development Manager; Larry Blanchard, Public Works Director; and Monica Lusk, City Clerk.

AGENDA CONFIRMATION

Direction/Action

Motion was made by Deputy Mayor Bennett, seconded by Councilmember Krakowiak, and passed unanimously to affirm the February 28, 2011, Agenda.

PUBLIC COMMENT

Heinz Strakeljahn, 13228 SE 231st Street, Kent

Mr. Strakeljahn asked the public to check their Seattle City Light bill for fees related to the 1st Avenue South undergrounding.

John Nelson, 226 SW 171st Street, Normandy Park

Mr. Nelson thanked the Parks and Recreation Department and Burien Wellness for sponsoring the 2011 Cove to Clover event. He stated that the "Be An Angel" program sponsors disadvantaged students. "Be An Angel" forms were distributed to the Council and public. Coil, the mascot for Cove to Clover, collected the forms.

Bruce Allen, 15510 6th Avenue SW, Burien

Mr. Allen spoke in favor of the Crime Free Multi-Housing Program. His problem is approved tenants allowing other people to move in without being screened who then use the address for their mail. He has tried to remove an unscreened tenant but they have tenant rights due to their mail being received at the location. He stated the law needs to be changed if that is correct. He asked the City if they could work with the United States Postal Service to have mail delivered to actual tenants only.

Ed Dacy, 2016 SW 146th Street, Burien

Mr. Dacy, Hospitality House Board Member, announced the 5th Annual Spring Fling Dinner and Fund Raiser to be held at the Highline Community College on March 5. Hospitality House is also providing hand wavers for the 2011 Cove to Clover race and asked the Council to notify him if they were interested in volunteering.

Mark Minium, 218 South 186th Street, Burien

Mr. Minium thanked the City for their prompt care of the streets during the recent cold snap.

Heinz Strakeljahn, 13228 SE 231st Street, Kent

Mr. Strakeljahn asked what the "Small General Service Burien" fee is for on the Seattle City Light bill. He asked that he not be sent an invitation for the Crime Free seminar.

CORRESPONDENCE FOR THE RECORD

- a. Email Dated February 5, 2011, from Vicki Hurley Regarding Animal Control.
- b. Email Dated February 8, 2011, from Greg Cooper, King County Housing Repair, Regarding Zero % Loans.
- c. Email Dated February 9, 2011, from Chestine Edgar Regarding Comprehensive Plan Request 2010-2.

CONSENT AGENDA

- a. Approval of Vouchers: Numbers 27480 – 27635 in the Amounts of \$885,944.48.
- b. Approval of Minutes: February 7, 2011, Council Meeting.

Direction/Action

Motion was made by Deputy Mayor Bennett, seconded by Councilmember Krakowiak, and passed unanimously to approve the February 28, 2011, Consent Agenda.

BUSINESS AGENDA

Presentation of the SBDC Year End Report by Zev Siegl

Rich Shockley, Certified Business Advisor with Small Business Development Centers (SBDC), spoke to the no cost service to businesses in the community. The goal is to have a positive economic impact in community.

Zev Siegl, Executive Director of SBDC, stated the Center serves a number of cities. He described the type of clients that are helped to grow and expand their businesses.

Michelle Clark Mason, business owner of Meant To Be Foods, stated her experience with SBDC was helpful and included developing the company, creating a three year financial projection plan, providing nutrient research, offering a profit mastering program, providing tools for financial discussions, and assisting with the small private stock investment.

Presentation of the 2010 Annual Report - Business & Economic Development Partnership (BEDP)

Judy Coovert, Business and Economic Development Partnership Chair, spoke to the following from the 2010 Annual Report: sustainability score card; Wellness Cluster; marketing Burien, engaging the diversity in the community, business retention, and the NERA/518 Interchange/Auto Mall. The 2011 work plan was reviewed.

Discussion on and Possible Motion to Adopt Proposed Resolution No. 319, Establishing the Date and Time for a Public Hearing to Consider the Formation of Local Improvement District (LID) # 3

Direction/Action

Motion was made by Deputy Mayor Bennett, seconded by Councilmember Krakowiak, and passed unanimously to Adopt Resolution No. 319, establishing the date and time for a Public Hearing to consider the formation of Local Improvement District (LID) # 3.

Discussion Regarding a Request from Property Owners Adjacent to Public Right-of-Way (ROW) to Have the Property Vacated Under the Petition Form of Vacation as Authorized Under RCW 35.79

Direction/Action

Councilmembers reached consensus to authorize the Public Works Director to prepare a report identifying possible conditions to be placed on the request granting the Shorewood Drive Right-of-Way Vacation and to receive a presentation on the report at the March 28, 2011, Council meeting.

City Business

Direction/Action

Councilmember Krakowiak asked that the Environmental Protection Agency be invited to participate in the process and timing of the remedial cleanup of contaminated soils at the former Lora Lake Apartment site.

Councilmember Krakowiak requested a follow-up on the King County Animal Control fees for changes in the last six months.

Councilmembers Block and Clark requested a discussion in April on the City's current abatement policy.

Mayor McGilton asked that more information be provided in a future City Manager's report regarding the King County Housing Repair Program's zero percent loans.

Councilmember Krakowiak requested that the King County Housing Repair Program's zero percent loan information be placed on TBC21.

Mayor McGilton asked that the Shoreline Master Program Responsiveness Survey submitted to Department of Ecology (DOE) be placed on the City's website.

COUNCIL REPORTS

Direction/Action

Mayor McGilton attended the King County Parks and Recreation Directors meeting at which a presentation entitled "The Public Health/Parks System – Healthy Eating / Active Living Survey Results" was given.

Mayor McGilton noted that King County Metro has published the proposed Strategic Plan for Public Transportation 2011-2021.

ADJOURNMENT

Direction/Action

MOTION was made by Deputy Mayor Bennett, seconded by Councilmember Krakowiak and passed unanimously to adjourn the meeting at 8:49 p.m.

Joan McGilton, Mayor

Monica Lusk, City Clerk

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Project Partnership Agreement with the U.S. Army Corps of Engineers for the Removal of the Seahurst Park North Seawall & Beach Restoration Project		Meeting Date: March 7, 2011
Department: Parks, Recreation & Cultural Svcs.	Attachments: 1. Project Partnership Agreement (PPA) 2. Request Letter for PPA 3. PowerPoint Presentation	Fund Source: Parks & General Gov't CIP – Seahurst Park - North Shoreline Activity Cost: \$2,431,763 Amount Budgeted: \$2,762,500 (this amount includes funds for design of the recreation phase) Unencumbered Budget Authority: N/A
Contact: Steve Roemer, Parks Development & Operations Manager		
Telephone: (206) 248-5513		
Adopted Initiative: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Initiative Description: Seahurst Park North Seawall Removal / Beach Restoration	
PURPOSE/REQUIRED ACTION: The purpose of this Agenda Bill is to hear an update from staff regarding the Seahurst Phase II Shoreline Ecosystem Restoration Project and the related Project Partnership Agreement with the US Army Corps of Engineers.		
BACKGROUND (Include prior Council action & discussion): The Seahurst Phase II Shoreline Ecosystem Restoration Project is a joint project between the City and the US Army Corps of Engineers (Corps) to remove the North Seawall and restore the adjacent beach. The goal of this work is to restore the marine habitat to the pre-wall conditions that existed prior to 1972. Council last reviewed the project, the proposed scope of work, and the preliminary budget estimates on August 3, 2009. Council then approved the Project Feasibility Cost Share Agreement on August 17, 2009. The Corps subsequently conducted its feasibility study and 35% design, which concluded in late 2010. The project and its associated budget authority is also part of the adopted 2011-2012 CIP. The Corps has determined the project cost to be \$6,973,200. The Corps' Section 544 federal funding will provide 65% or \$4,532,580 of the total proposed restoration cost. The City's 35% share is \$2,440,620 which consists of grant funds in the amount of \$1,975,529, a real estate credit of \$54,800, and Parks & General Government CIP funding of \$410,291. The Corps has obtained the necessary permits to proceed this fall, however it is still seeking the necessary internal approvals. It is also still working to secure funding for its share of the project. Should the Corps fail to obtain full funding for the entire project in the next few months, the Corps and the City would proceed with a portion of the project as an interim phase. The second phase of work which would need to be completed by the City is to restore the recreational facilities and uses once the Corps is completed with their work. This second phase would include minor landscaping, finished trail and walkways, picnic shelter, playground and park furnishings. The estimated cost to restore the recreational portion of the project is \$2,015,458. The City continues to seek state and federal grants for restoration of the park amenities and trail as part of this project to offset the overall project costs.		
OPTIONS (Including fiscal impacts): N/A		
Administrative Recommendation: Receive update.		
Committee Recommendation: N/A		
Advisory Board Recommendation: N/A		
Suggested Motion: None required.		
Submitted by: Michael Lafreniere Administration _____	Mike Martin City Manager _____	
Today's Date: February 22, 2011	File Code: \\File01\Records\CC\Agenda Bill 2011\030711pks-1 Seahurst-Armycorps PPA.Docx	

Section 544, WRDA 2000
PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF BURIEN
FOR
DESIGN AND CONSTRUCTION
OF THE
**SEAHURST PARK PHASE II
ECOSYSTEM RESTORATION PROJECT**

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the **U.S. Army Engineer, Seattle District** and the **City of Burien** (hereinafter the “Non-Federal Sponsor”), represented by **Steve Roemer, Parks Development and Operations Manager**.

WITNESSETH, THAT:

WHEREAS, design and construction of the **SEAHURST PARK PHASE II ECOSYSTEM RESTORATION PROJECT** for aquatic ecosystem restoration (hereinafter the “*Project*”, as defined in Article I.A. of this Agreement) at **SW 14TH ST BURIEN WA** was approved by _____ on _____, _____ pursuant to the authority contained in Section 544 of the Water Resources Development Act of 2000, Public Law 106-541, as amended (hereinafter “Section 544”);

WHEREAS, performance of *monitoring* (as defined in Article I.P. of this Agreement) was approved as part of the *Project*;

WHEREAS, Section 544 provides that \$40,000,000 in Federal funds are authorized to be appropriated to carry out projects pursuant to Section 544 and no more than \$5,000,000 in Federal funds may be allotted for any one critical restoration project;

WHEREAS, **SEAHURST PARK PHASE II ECOSYSTEM RESTORATION PROJECT** is a critical restoration project as that term is defined by Section 544(b) of the Water Resource Development Act of 2000, Public Law 106-541.

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Partnership Agreement (hereinafter the “Agreement”) for design and construction of the *Project*;

WHEREAS, Section 544 of the Water Resources Development Act of 2000, Public Law 106-541, as amended specifies the cost-sharing requirements applicable to the *Project*;

WHEREAS, the Non-Federal Sponsor desires to perform certain work (hereinafter the “*non-Federal work*” as defined in Article I.N. of this Agreement) which is a part of the *Project* and receive credit up to 50 percent of the amount of its required contributions for the *Project* for the costs of such work;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and Section 103(j) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2213(j)), provide, *inter alia*, that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal interest has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Project* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I - DEFINITIONS

A. The term “*Project*” shall mean removal of shoreline armoring and associated ecosystem restoration work at Seahurst Park as generally described in the **DETAILED PROJECT REPORT/ENVIRONMENTAL ASSESSMENT SEAHURST PARK PHASE II ECOSYSTEM RESTORATION PROJECT**, dated _____, ____ and approved by General John R. McMahon, Commander, Northwestern Division on _____, _____. The term includes the *non-Federal work* described in paragraph N. of this Article.]

B. The term “*total project costs*” shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to design and construction of the *Project*. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government’s design costs; the Government’s costs of preparation of environmental compliance documentation in accordance with Article II.A.2. of this Agreement; the Government’s engineering and design costs during construction; the Non-Federal Sponsor’s and the Government’s costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; the Government’s costs of historic preservation activities in accordance with Article XVII.A. and (1) Article XVII.B.1. (2) Article XVII.C.1.] of this Agreement; the Government’s actual construction costs; the costs of the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement; the Government’s costs of *monitoring* in accordance with Article II.I. and Article II.J. of this Agreement; the Government’s supervision and administration costs; the Non-Federal Sponsor’s and the Government’s costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; the Government’s costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material for which the Government affords credit in accordance with Article IV of this Agreement or for which reimbursement by the Government is required pursuant to Article II.B.3. of this Agreement; and the Non-Federal Sponsor’s and the Government’s costs of audit in accordance with Article X.B. and Article X.C. of this Agreement. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; any costs of *betterments* under Article II.H.2. of this Agreement; any costs of dispute resolution under Article VII of this Agreement; the Government’s costs for data recovery activities associated with historic preservation in accordance with Article XVII.B.2. and Article XVII.B.3. of this Agreement; or the Non-Federal Sponsor’s costs of negotiating this Agreement.

C. The term “*period of design and construction*” shall mean the time from the effective date of this Agreement to the date that construction and *monitoring* of the *Project* are complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article XIII or Article XIV.C. of this Agreement, whichever is earlier.

D. The term “*financial obligations for design and construction*” shall mean the financial obligations of the Government and the costs for the *non-Federal work*, as determined by the Government, that result or would result in costs that are or would be included in *total project costs* except for obligations pertaining to the provision of lands, easements, and rights-of-way, the performance of *relocations*, and the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material.

E. The term “*non-Federal proportionate share*” shall mean the ratio of the sum of the costs included in *total project costs* for the *non-Federal work*, as determined by the

Government, and the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. and Article II.C.2. of this Agreement to *financial obligations for design and construction*, as projected by the Government.

F. The term "*highway*" shall mean any highway, roadway, street, or way, including any bridge thereof, that is owned by a public entity.

G. The term "*relocation*" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad, or public facility when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

H. The term "*functional portion of the Project*" shall mean a portion of the *Project* for which construction has been completed and that can function independently, as determined by the U.S. Army Engineer, _____ District (hereinafter the "District Engineer") in writing, although the remainder of the *Project* is not complete.

I. The term "*betterment*" shall mean a difference in the design or construction of an element of the *Project* that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the design or construction of that element. The term does not include any design or construction for features not included in the *Project* as defined in paragraph A. of this Article.

J. The term "*Federal program funds*" shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

K. The term "*Section 544 Project Limit*" shall mean the \$5,000,000 statutory limitation on the Government's financial participation in the planning, design, and construction of the *Project* as specified in Section 544 of the Water Resources Development Act of 2000, Public Law 106-541.

L. The term "*Section 544 Program Limit*" shall mean the statutory limitation on the Government's annual appropriations for planning, design, and construction of all projects implemented pursuant to Section 544 of the Water Resources Development Act of 2000, Public Law 106-541. As of the effective date of this Agreement, such limitation is \$40,000,000.

M. The term "*fiscal year*" shall mean one year beginning on October 1 and ending on September 30.

N. The term “*non-Federal work*” shall mean _____ including the design, construction, supervision and administration, and other activities associated with design and construction of such work performed by the Non-Federal Sponsor after the effective date of this Agreement. The term also includes *monitoring* performed by the Non-Federal Sponsor. The term does not include the design or construction of *betterments* or the provision of lands, easements, rights-of-way, *relocations*, or the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that are associated with the non-Federal work.

O. The term “*pre-Agreement planning and design costs*” shall mean all costs that were incurred by the Government prior to the effective date of this Agreement for planning and design of the *Project*.

P. The term “*monitoring*” shall mean activities, including the collection and analysis of data that are necessary to determine if predicted outputs of the *Project* are being achieved.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the “Congress”) and using those funds and funds provided by the Non-Federal Sponsor, expeditiously shall design and construct the *Project*, except for the *non-Federal work*, applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies. The Non-Federal Sponsor expeditiously shall perform the *non-Federal work* in accordance with applicable Federal laws, regulations, and policies.

1. The Government shall not issue the solicitation for the first contract for design of the *Project* or commence design of the *Project* using the Government’s own forces until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the *Project*.

2. The Government shall develop and coordinate as required, an Environmental Assessment and Finding of No Significant Impact or an Environmental Impact Statement and Record of Decision, as necessary, to inform the public regarding the environmental impacts of the *Project* in accordance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347; hereinafter “NEPA”). However, neither the

Government nor the Non-Federal Sponsor shall issue the solicitation for the first construction contract for the *Project* or commence construction of the *Project* using its own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

3. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all Government contracts for construction, including relevant plans and specifications, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts or commencement of design or construction using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project*, except for the *non-Federal work*, shall be exclusively within the control of the Government.

4. At the time the District Engineer furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the *Project*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

5. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *non-Federal work*, including relevant plans and specifications, prior to the Non-Federal Sponsor's issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government but, except as otherwise required in paragraph B.4. of this Article, the contents of solicitations, award of contracts or commencement of design or construction using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *non-Federal work* shall be exclusively within the control of the Non-Federal Sponsor.

6. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract awarded by the Non-Federal

Sponsor for the *non-Federal work*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

B. The Non-Federal Sponsor shall contribute 35 percent of *total project costs* in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall perform or ensure performance of all *relocations*, and shall construct improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that the Government determines to be required or to be necessary for construction, operation, and maintenance of the *Project*.

2. The Non-Federal Sponsor shall provide funds in accordance with Article VI.B. of this Agreement in the amount necessary to meet the Non-Federal Sponsor's required share of 35 percent of *total project costs* if the Government projects at any time that the collective value of the following contributions will be less than such required share: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article as determined in accordance with Article IV of this Agreement; and (b) the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement.

3. The Government, subject to the availability of funds and as limited by paragraph B.6. of this Article, the *Section 544 Project Limit*, and the *Section 544 Program Limit*, shall refund or reimburse to the Non-Federal Sponsor any contributions in excess of 35 percent of *total project costs* if the Government determines at any time that the collective value of the following contributions has exceeded 35 percent of *total project costs*: (a) the value of the Non-Federal Sponsor's contributions under paragraph B.1. of this Article as determined in accordance with Article IV of this Agreement; (b) the value of the Non-Federal Sponsor's contributions under paragraph B.2. of this Article; and (c) the value of the Non-Federal Sponsor's contributions under Article V, Article X, and Article XIV.A. of this Agreement. After such a determination, the Government, in its sole discretion, may acquire any remaining lands, easements, and rights-of-way required for the *Project*, perform any remaining *relocations* necessary for the *Project*, or construct any remaining improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material required for the *Project* on behalf of the Non-Federal Sponsor. Notwithstanding the acquisition of lands, easements, and rights-of-way, performance of

relocations, or construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material by the Government under this paragraph, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

4. The Government shall determine and include in *total project costs* any costs incurred by the Non-Federal Sponsor for *non-Federal work*, subject to the conditions and limitations of this paragraph. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total project costs* for *non-Federal work*.

a. The Non-Federal Sponsor shall not commence construction of the *non-Federal work* until the designs, detailed plans and specifications, and arrangements for the prosecution of such work have been approved by the Government. Changes proposed by the Non-Federal Sponsor to approved designs and plans and specifications also must be approved by the Government in advance of the related construction. Upon completion of the *non-Federal work*, the Non-Federal Sponsor shall furnish to the Government a copy of all final as-built drawings for the construction portion of such work.

b. *Non-Federal work* shall be subject to an on-site inspection and certification by the Government that the work was accomplished in a satisfactory manner and in accordance with the provisions of this Agreement and is suitable for inclusion in the *Project*.

c. The Non-Federal Sponsor's costs for *non-Federal work* that may be eligible for inclusion in *total project costs* pursuant to this Agreement shall be subject to an audit in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability and allowability of such costs.

d. The Non-Federal Sponsor's costs for *non-Federal work* that may be eligible for inclusion in *total project costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *non-Federal work* is completed and the time the costs are included in *total project costs*.

e. The Government shall not include in *total project costs* any costs for *non-Federal work* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

f. The Government shall not include in *total project costs* any costs for *non-Federal work* in excess of the Government's estimate of the costs of the *non-Federal work* if the work had been accomplished by the Government.

g. In the performance of the construction portion of the *non-Federal work*, the Non-Federal Sponsor must comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Costs for the construction portion of *non-Federal work* may be excluded from *total project costs* by the Government, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

5. The Government, in accordance with this paragraph, shall afford credit toward the Non-Federal Sponsor's contribution of funds required under paragraph B.2. of this Article for the costs of the *non-Federal work* determined in accordance with paragraph B.4. of this Article. However, the maximum amount of credit that can be afforded for the *non-Federal work* shall not exceed the lesser of the following amounts as determined by the Government: the Non-Federal Sponsor's contribution of funds required under paragraph B.2. of this Article or the costs of the *non-Federal work* determined in accordance with paragraph B.4. of this Article.

6. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to reimbursement of any costs of *non-Federal work* determined in accordance with paragraph B.4. of this Article and included in *total project costs* that exceed the amount of credit afforded for the *non-Federal work* determined in accordance with paragraph B.5. of this Article and the Non-Federal Sponsor shall be responsible for 100 percent of all costs of *non-Federal work* included in *total project costs* that exceed the amount of credit afforded.

C. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Project* is limited by the following provisions of this paragraph.

1. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects

that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement.

2. In accordance with Section 544 of the Water Resources Development Act of 2000, Public Law 106-541, the Government's total financial obligations for planning, design, and construction of the *Project* (except for costs incurred on behalf of the Non-Federal Sponsor in accordance with paragraph H. of this Article) shall not exceed the *Section 544 Project Limit*. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this limit and shall pay any such costs in accordance with Article VI.B. of this Agreement.

3. If the Government determines that the total amount of Federal funds provided by Congress for all projects implemented pursuant to Section 544 has reached the *Section 544 Program Limit*, and the Government projects that the Federal funds the Government will make available to the *Project* within the *Section 544 Program Limit* will not be sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project* within the *Section 544 Program Limit*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement.

D. When the District Engineer determines that, except for *monitoring*, the entire *Project*, or a *functional portion of the Project*, is complete, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with a final Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") or, if the final OMRR&R Manual is not available, an interim OMRR&R Manual for the entire *Project* or such completed portion. Upon such notification, the Government also shall furnish to the Non-Federal Sponsor a copy of all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, if such drawings are available. Not later than 6 months after such notification by the Government that the entire *Project* is complete, the Government shall furnish the Non-Federal Sponsor with all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, and also shall furnish the Non-Federal Sponsor with the final OMRR&R Manual for the entire *Project*. In the event all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, or the final OMRR&R Manual for the

entire *Project* cannot be completed within the 6 month period, the Government shall provide written notice to the Non-Federal Sponsor, and the Government and the Non-Federal Sponsor shall negotiate an acceptable completion date for furnishing such documents. Further, after completion of all contracts for the *Project*, copies of all of the Government's and Non-Federal Sponsor's Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided to the other party previously shall be provided to the Non-Federal Sponsor and/or the Government, as appropriate.

E. Upon notification from the District Engineer in accordance with paragraph D. of this Article, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or the *functional portion of the Project* as the case may be, in accordance with Article VIII of this Agreement.

F. Upon the District Engineer's determination that, except for *monitoring*, the entire *Project* is complete, the Government shall conduct an interim accounting, in accordance with Article VI.C. of this Agreement, and furnish the results to the Non-Federal Sponsor. Further, upon conclusion of the *period of design and construction* the Government shall amend the interim accounting to complete the final accounting, in accordance with Article VI.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

G. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Project* under this Agreement unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

H. The Non-Federal Sponsor may request the Government to perform or provide, on behalf of the Non-Federal Sponsor, one or more of the services (hereinafter the "additional work") described in this paragraph. Such requests shall be in writing and shall describe the additional work requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested additional work or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the additional work performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article VI.D. of this Agreement.

1. Acquisition of lands, easements, and rights-of-way; performance of *relocations*; or construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material for the *Project*. Notwithstanding acquisition of lands, easements, and rights-of-way, performance of *relocations*, or construction of improvements by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor,

for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

2. Inclusion of *betterments* in the design or construction of the *Project*. In the event the Government elects to include any such *betterments*, the Government shall allocate the costs of the *Project* features that include *betterments* between *total project costs* and the costs of the *betterments*.

I. Prior to completion of construction of the *Project*, the Government, in consultation with the Non-Federal Sponsor and, as appropriate, other concerned agencies, shall finalize the plan for *monitoring* of the *Project*. The *monitoring* plan shall describe the specific parameters to be monitored; how these parameters relate to achieving the desired outcomes; methods for measuring those parameters; frequency and duration of *monitoring* of the *Project*; criteria for measuring the success of the *Project*; preparation and distribution of *monitoring* reports and other coordination requirements; and estimated *monitoring* costs. As of the effective date of this Agreement, the costs of *monitoring* for the *Project* are estimated to be \$70,000.

J. Upon notification from the District Engineer in accordance with paragraph D. of this Article that the *Project* is complete, the Non-Federal Sponsor shall perform *monitoring* of the *Project* in accordance with the *monitoring* plan for a period of 5 consecutive years from the date of such notification. The Non-Federal Sponsor's performance of *monitoring* shall be concurrent with the Non-Federal Sponsor's performance of operation, maintenance, repair, rehabilitation, and replacement for the completed *Project*. The *monitoring* of the *Project* by the Non-Federal Sponsor shall end prior to the expiration of such 5 year period upon the occurrence of either of the following events: (1) the award of the next contract for *monitoring* of the *Project*, or continuation of *monitoring* of the *Project* using the Non-Federal Sponsor's own forces, would result in the costs incurred for *monitoring* of the *Project* exceeding 1 percent of the amount equal to *total project costs* minus the costs for *monitoring* of the *Project*; or (2) the District Engineer determines that continued *monitoring* of the *Project* is not necessary. Any costs of *monitoring* incurred by the Non-Federal Sponsor pursuant to this paragraph shall be included in the costs for *non-Federal work* subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

K. The Non-Federal Sponsor shall prevent obstructions or encroachments on the *Project* (including prescribing and enforcing regulations to prevent such obstructions or encroachments) such as any new developments on *Project* lands, easements, and rights-of-way or the addition of facilities which might reduce the outputs produced by the *Project*,

hinder operation and maintenance of the *Project*, or interfere with the *Project's* proper function.

L. The Non-Federal Sponsor shall not use the *Project*, or the lands, easements, and rights-of-way required pursuant to Article III of this Agreement, as a wetlands bank or mitigation credit for any other project.

ARTICLE III - LANDS, EASEMENTS, RIGHTS-OF-WAY,
RELOCATIONS, DISPOSAL AREA IMPROVEMENTS, AND
COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsor must provide for that work and shall provide the Government with authorization for entry thereto. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, as set forth in such descriptions, and shall provide the Government with authorization for entry thereto. The Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the *Project* and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the *Project*.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the *relocations* necessary for construction, operation, and maintenance of the *Project*, including those necessary to enable the borrowing of material or the disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such *relocations* in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with such *relocations*. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor

shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Government determines to be necessary for that work. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall perform or ensure performance of all *relocations* as set forth in such descriptions.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material associated with construction, operation, and maintenance of the *Project*. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such improvements in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with construction of such improvements. Prior to the issuance of the solicitation for each Government contract for construction of the *Project*, or prior to the Government initiating construction of a portion of the *Project* using the Government's own forces, the Non-Federal Sponsor shall prepare plans and specifications for all improvements the Government determines to be required for the disposal of dredged or excavated material under that contract, submit such plans and specifications to the Government for approval, and provide such improvements in accordance with the approved plans and specifications. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall provide all improvements set forth in such descriptions.

D. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - CREDIT FOR VALUE OF LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, AND DISPOSAL AREA IMPROVEMENTS

A. The Government shall include in *total project costs* and afford credit toward the Non-Federal Sponsor's share of *total project costs* for the value of the lands, easements, and rights-of-way that the Non-Federal Sponsor must provide pursuant to Article III.A. of this Agreement; for the value of the *relocations* that the Non-Federal Sponsor must perform or for which it must ensure performance pursuant to Article III.B. of this Agreement; and for the value of the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that the Non-Federal Sponsor must provide

pursuant to Article III.C. of this Agreement. However, no amount shall be included in *total project costs*, no credit shall be afforded, and no reimbursement shall be provided for the value of any lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that have been provided previously as an item of cooperation for another Federal project. In addition, no amount shall be included in *total project costs*, no credit shall be afforded, and no reimbursement shall be provided for the value of lands, easements, rights-of-way, *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that were acquired or performed using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that affording credit for the value of such items is expressly authorized by Federal law.

B. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to Article III.A., Article III.B., or Article III.C. of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contributions for the purpose of including such value in *total project costs* and for determining the amount of credit to be afforded or reimbursement to be provided in accordance with the provisions of this Agreement.

C. For the purposes of determining the value to be included in *total project costs* and the amount of credit to be afforded or reimbursement to be provided in accordance with this Agreement and except as otherwise provided in paragraph G. of this Article, the value of lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto. However, for lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement that are required for the *non-Federal work*, fair market value shall be the value of such real property interests as of the date the Non-Federal Sponsor awarded the first construction contract for the *non-Federal work*, or, if the Non-Federal Sponsor performed the construction with its own forces, the date that the Non-Federal Sponsor began construction of the *non-Federal work*. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3. or paragraph C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with the provisions of this paragraph.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The Non-Federal Sponsor shall provide the Government with the appraisal no later than 6 months after the Non-Federal Sponsor provides the Government with an authorization for entry for such real property interest. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, the Non-Federal Sponsor chooses not to obtain a second appraisal, or the Non-Federal Sponsor does not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are required for construction, operation, and maintenance of the *Project*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. In the event the Government modifies its determination made pursuant to Article III.A. of this Agreement, the Government shall afford credit for the documented incidental costs associated with preparing to acquire the lands, easements, or rights-of-way identified in the original determination, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.D. of this Agreement, and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest in accordance with Article III of this Agreement. The value of the interests provided by the Non-Federal Sponsor in accordance with Article III.A. of this Agreement also shall include the documented costs of obtaining appraisals pursuant to paragraph C.2. of this Article, as determined by the Government, and subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

5. Waiver of Appraisal. Except as required by paragraph C.3. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if it determines that an appraisal is unnecessary because the valuation is

uncomplicated and that the estimated fair market value of the real property interest is \$10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of \$10,000.

D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway*, the value shall be only that portion of *relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of Washington would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any costs due to *betterments*, as determined by the Government, nor any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

E. The value of the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs due to *betterments*, as determined by the Government.

F. Any credit afforded or reimbursement provided under the terms of this Agreement for the value of *relocations*, or improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material, performed within the *Project* boundaries is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the

Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, credit or reimbursement may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

G. Where the Government, on behalf of the Non-Federal Sponsor pursuant to Article II.H.1. of this Agreement, acquires lands, easements, or rights-of-way, performs *relocations*, or constructs improvements required on lands, easements, or rights-of-way to enable the disposal of dredged or excavated material, the value to be included in *total project costs* and the amount of credit to be afforded or the amount of reimbursement provided in accordance with this Agreement shall be the costs of such work performed or provided by the Government that are paid by the Non-Federal Sponsor in accordance with Article VI.D. of this Agreement. In addition, the value to be included in *total project costs* and the amount of such credit to be afforded or the amount of reimbursement provided in accordance with this Agreement shall include the documented costs incurred by the Non-Federal Sponsor in accordance with the terms and conditions agreed upon in writing pursuant to Article II.H.1. of this Agreement subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the *period of design and construction*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of design and construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the *period of design and construction*, the Project Coordination Team shall generally oversee the *Project*, including matters related to: design; completion of all necessary environmental coordination and documentation; plans and specifications; scheduling; real property and *relocation* requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)) for *relocations*, improvements required on lands, easements, and rights-of-way to enable the disposal of

dredged or excavated material, and the construction portion of the *non-Federal work*; the investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; historic preservation activities in accordance with Article XVII of this Agreement; the Government's cost projections; the performance of and scheduling for the *non-Federal work*; final inspection of the entire *Project* or *functional portions of the Project*; preparation of the proposed OMRR&R Manual; finalization of the *monitoring* plan; performance of *monitoring*; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, rehabilitation, and replacement of the *Project* including issuance of permits; and other matters related to the *Project*. This oversight of the *Project* shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations to the District Engineer on matters related to the *Project* that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for design and construction of the *Project* except for the *non-Federal work*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations. On matters related to the *non-Federal work*, that the Project Coordination Team generally oversees, the Project Coordination Team may make recommendations to the Non-Federal Sponsor including suggestions to avoid potential sources of dispute. The Non-Federal Sponsor in good faith shall consider the recommendations of the Project Coordination Team. The Non-Federal Sponsor, having the legal authority and responsibility for design and construction of the *non-Federal work*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations except as otherwise required by the provisions of this Agreement, including compliance with applicable Federal, State, or local laws or regulations.

E. The Non-Federal Sponsor's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VI - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, contributions provided by the parties, the value included in

total project costs for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement, the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement, and the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement.

1. As of the effective date of this Agreement, *total project costs* are projected to be \$6,973,200; the Non-Federal Sponsor's contribution of funds required by Article II.B.2. of this Agreement is projected to be \$1,967,320; the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement are projected to be \$70,000; the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement is projected to be \$70,000; the Non-Federal Sponsor's contribution of funds required by Article II.C.2. of this Agreement is projected to be \$0; the *non-Federal proportionate share* is projected to be 30 percent; the Non-Federal Sponsor's contribution of funds required by Article XVII.C.4. of this Agreement is projected to be \$0; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement is projected to be \$383,300; and the Government's total financial obligations for the additional work to be incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of this Agreement are projected to be \$0. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By [REDACTED] and by each quarterly anniversary thereof until the conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*; the Non-Federal Sponsor's total contribution of funds required by Article II.B.2. of this Agreement; the costs included in *total project costs* for the *non-Federal work* determined in accordance with Article II.B.4. of this Agreement; the credit to be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement; the Non-Federal Sponsor's contribution of funds required by Article II.C.2. of this Agreement; the *non-Federal proportionate share*; the Non-Federal Sponsor's total contribution of funds required by Article XVII.C.4. of this Agreement; the total contribution of funds required from the Non-Federal Sponsor for the upcoming contract and upcoming *fiscal year*; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement; and the Government's total financial obligations for additional work incurred and the Non-Federal Sponsor's contribution of funds for such costs required by Article II.H. of this Agreement.

B. The Non-Federal Sponsor shall provide the contributions of funds required by Article II.B.2., Article II.C.2., and Article XVII.C.4. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than **30** calendar days prior to the scheduled date for issuance of the solicitation for the first contract for design of the *Project* or commencement of design of the *Project* using the Government's own forces, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to meet: (a) the *non-Federal proportionate share of financial obligations for design and construction* incurred prior to the commencement of the *period of design and construction*; (b) the projected *non-Federal proportionate share of financial obligations for design and construction* to be incurred for such contract; (c) the projected *non-Federal proportionate share of financial obligations for design and construction* using the Government's own forces through the first quarter; (d) the Non-Federal Sponsor's share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement to be incurred for such contract; and (e) the Non-Federal Sponsor's share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement using the Government's own forces through the first quarter. Not later than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of such required funds by delivering a check payable to "FAO, USAED, [**APPROPRIATE USACE DISTRICT & EROC**]" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for such required funds, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. Thereafter, until the construction of the *Project* is complete, the Government shall notify the Non-Federal Sponsor in writing of the funds the Government determines to be required from the Non-Federal Sponsor, and the Non-Federal Sponsor shall provide such funds in accordance with the provisions of this paragraph.

a. The Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the scheduled date for issuance of the solicitation for each remaining contract for the *Project*, of the funds the Government determines to be required from the Non-Federal Sponsor, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to meet: (a) the projected *non-Federal proportionate share of financial obligations for design and construction* to be incurred for such contract and (b)

the Non-Federal Sponsor's share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement to be incurred for such contract. No later than such scheduled date, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

b. The Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of each quarter in which the Government projects that it will make *financial obligations for design and construction* of the *Project* using the Government's own forces or financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement using the Government's own forces, of the funds the Government determines to be required from the Non-Federal Sponsor, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement to meet: (a) the projected *non-Federal proportionate share of financial obligations for design and construction* using the Government's own forces for that quarter and (b) the Non-Federal Sponsor's share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement using the Government's own forces for that quarter. No later than 30 calendar days prior to the beginning of that quarter, the Non-Federal Sponsor shall make the full amount of such required funds for that quarter available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary, after consideration of any credit the Government projects will be afforded for the *non-Federal work* pursuant to Article II.B.5. of this Agreement, to cover: (a) the *non-Federal proportionate share of financial obligations for design and construction* incurred prior to the commencement of the *period of design and construction*; (b) the *non-Federal proportionate share of financial obligations for design and construction* as *financial obligations for design and construction* are incurred; and (c) the Non-Federal Sponsor's share of financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement as those financial obligations are incurred. If at any time the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's share of such financial obligations for the current contract or to cover the Non-Federal Sponsor's share of such financial obligations for work performed using the Government's own forces in the current quarter, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within **60** calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

C. Upon the District Engineer's determination that, except for *monitoring*, the entire *Project* is complete and all relevant claims and appeals and eminent domain proceedings have been resolved, the Government shall conduct an interim accounting and furnish the results to the Non-Federal Sponsor. Further, upon conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall amend the interim accounting to complete the final accounting and furnish the results to the Non-Federal Sponsor. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting or amend the previous interim accounting, as applicable, and furnish the Non-Federal Sponsor with written notice of the results of such interim or amended interim accounting, as applicable. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total project costs* and the costs of any data recovery activities associated with historic preservation. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Non-Federal Sponsor's total required shares of *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsor's total contributions provided thereto, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, [APPROPRIATE USACE DISTRICT & EROC]" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsor for *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsor's total required shares thereof, the Government, subject to the availability of funds and as limited by Article II.B.6. of this Agreement, the *Section 544 Project Limit*, and the *Section 544 Program Limit*, shall refund or reimburse the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

D. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.H. of this Agreement for additional work in accordance with the provisions of this paragraph.

1. Not less than **30** calendar days prior to the scheduled date for the first financial obligation for additional work, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of the additional work. No later than 30 calendar days prior to the Government incurring any financial obligation for additional work, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such additional work through any of the payment mechanisms specified in paragraph B.1. of this Article.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such additional work, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within **30** calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government's financial obligations incurred for additional work and furnish the Non-Federal Sponsor with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of such financial obligations for additional work from being conducted in a timely manner, the Government shall conduct an interim accounting of such financial obligations for additional work and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting of such financial obligations for additional work to complete the final accounting of such financial obligations for additional work and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government's total financial obligations for additional work and the Non-Federal Sponsor's contribution of funds provided thereto as of the date of such accounting.

a. Should the interim or final accounting, as applicable, show that the Government's total financial obligations for additional work exceed the total contribution of funds provided by the Non-Federal Sponsor for such additional work, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, [**APPROPRIATE USACE DISTRICT & EROC**]" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

b. Should the interim or final accounting, as applicable, show that the total contribution of funds provided by the Non-Federal Sponsor for additional work exceeds the Government's total financial obligations for such additional work, the Government, subject to the availability of funds, shall refund the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund and funds are not available to refund the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT (OMRR&R)

A. Upon receipt of the notification from the District Engineer in accordance with Article II.D. of this Agreement and for so long as the *Project* remains authorized, the Non-Federal Sponsor, pursuant to Article II.E. of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire *Project* or *functional portion of the Project*, at no cost to the Government. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the *Project's* authorized purposes and in accordance with applicable Federal and State laws as provided in Article XI of this Agreement and specific directions prescribed by the Government in the interim or final OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for access to the *Project* for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the *Project*. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor. If, after 30 calendar days from receipt of such written notice by the Government, the Non-Federal Sponsor continues to fail to perform, then the Government shall have the right to enter, at

reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of completing, operating, maintaining, repairing, rehabilitating, or replacing the *Project*. No completion, operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of responsibility to meet the Non-Federal Sponsor's obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

ARTICLE IX – HOLD AND SAVE

[SEE NOTE - 37: Subject to the provisions of Article XIX of this Agreement, the] Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, *monitoring*, operation, maintenance, repair, rehabilitation, and replacement of the *Project* and any *betterments*, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Project* shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled “Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army”; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE XIII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the *Project* is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the *Project*.

B. In the event future performance under this Agreement is suspended pursuant to Article II.C. of this Agreement, such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that the Government and the Non-Federal Sponsor determine to suspend future performance under this Agreement in accordance with Article XIV.C. of this Agreement, such suspension shall remain in effect until the Government and the Non-Federal Sponsor agree to proceed or to terminate this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XIV.C. of this Agreement due to failure to reach agreement with the Non-Federal Sponsor on whether to proceed or to terminate this Agreement, or the failure of the Non-Federal Sponsor to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under Article XIV.C. of this Agreement, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsor reach agreement on how to proceed or to terminate this Agreement; 2) the Non-Federal Sponsor provides funds necessary to pay for cleanup and response costs and otherwise discharges its responsibilities under Article XIV.C. of this Agreement; 3) the Government continues work on the *Project*; or 4) the Government terminates this Agreement in accordance with the provisions of Article XIV.C. of this Agreement.

D. If after completion of the design portion of the *Project* the parties mutually agree in writing not to proceed with construction of the *Project*, the parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement.

E. In the event that this Agreement is terminated pursuant to this Article or Article XIV.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Project* and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Article II.B.2., Article II.C.2., and Article XVII.C.4. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

F. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article II.C. or Article XIV.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the

average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

[SEE NOTE – 38]

ARTICLE XIV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601-9675; hereinafter “CERCLA”), that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

2. All actual costs incurred by the Government for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the *Project*, or, if already in construction, whether to continue with construction of the *Project*, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands,

easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for construction, operation, and maintenance of the *Project*. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of *total project costs*. In the event the Non-Federal Sponsor does not reach agreement with the Government on whether to proceed or to terminate this Agreement under this paragraph, or fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the *Project*.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the *Project* for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the *Project* in a manner that will not cause liability to arise under CERCLA.

ARTICLE XV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

[SEE NOTE - 39]

If to the Non-Federal Sponsor:

If to the Government:

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVII - HISTORIC PRESERVATION

A. Except as provided in paragraph B. below, the Government shall perform any identification, survey, or evaluation of historic properties that it determines is necessary for the *Project*. Any costs incurred by the Government for such work shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event that the Government determines that any identification, survey, or evaluation of historic properties is required for construction of the *non-Federal work*, and if the Government and the Non-Federal Sponsor agree in writing that the Non-Federal Sponsor should perform such identification, survey, or evaluation of historic properties, the Non-Federal Sponsor shall perform such identification, survey, or evaluation in accordance with this paragraph and other written directions of the Government.

1. The Non-Federal Sponsor shall ensure that its studies are conducted by qualified archaeologists, historians, architectural historians and historic architects, as appropriate, who meet, at a minimum, the Secretary of the Interior's Professional Qualifications Standards. The Non-Federal Sponsor shall submit study plans and reports to the Government for review and approval and the Non-Federal Sponsor shall be responsible for resolving any deficiencies identified by the Government.

2. Any costs of identification, survey, or evaluation of historic properties incurred by the Non-Federal Sponsor pursuant to this paragraph shall be included in the costs for *non-Federal work* subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

C. Except as provided in paragraph C.2. below, the Government, as it determines necessary for the *Project*, shall perform or ensure the performance of any mitigation activities or actions for historic properties or that are otherwise associated with historic preservation including data recovery activities.

1. Any costs incurred by the Government for such mitigation activities, except for data recovery activities associated with historic preservation, shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

2. In the event that the Government determines that mitigation activities or actions other than data recovery activities associated with historic preservation are required for construction of the *non-Federal work*, and if the Government and the Non-Federal Sponsor agree in writing that the Non-Federal Sponsor should perform such activities or actions, the Non-Federal Sponsor shall perform such activities or actions in accordance with the written directions of the Government. The Non-Federal Sponsor shall perform the agreed upon activities or actions prior to construction of the *non-Federal work*. Any costs incurred by the Non-Federal Sponsor in accordance with the provisions of this paragraph shall be included in the costs for *non-Federal work* subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

3. As specified in Section 7(a) of Public Law 86-523, as amended by Public Law 93-291 (16 U.S.C. 469c(a)), the costs of data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in *total project costs*, up to the statutory limit of one percent of the *Section 544 Project Limit*.

4. The Government shall not incur costs for data recovery activities associated with historic preservation that exceed the statutory one percent limit specified in paragraph C.3. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit and the Secretary of the Interior has concurred in the waiver in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. 469c-2(3)). Any costs of data recovery activities associated with historic preservation that exceed the one percent limit shall not be included in *total project costs* but shall be shared between the Non-Federal Sponsor and the Government consistent with the cost sharing requirements for aquatic ecosystem restoration, as follows: 35 percent will be borne by the Non-Federal Sponsor and 65 percent will be borne by the Government.

D. If, during its performance of *relocations*, construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material in accordance with Article III of this Agreement, or performance of the *non-Federal work*, the Non-Federal Sponsor discovers historic properties or other cultural resources that have not been evaluated in accordance with this Article, the Non-Federal Sponsor shall provide prompt written notice to the Government of such discovery. The Non-Federal Sponsor shall not proceed with performance of the *relocation*, construction of the improvement, or performance of the *non-Federal work* that is related to such discovery until the Government provides written notice to the Non-Federal Sponsor that it should proceed with such work.

ARTICLE XVIII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

CITY OF BURIEN, WASHINGTON

BY: _____
Anthony O. Wright
Colonel, Corps of Engineers
District Engineer

BY: _____
Mike Martin
City Manager

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, CRAIG KNUTSON, do hereby certify that I am the principal legal officer of the **City of Burien** that the **City of Burien** is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the **City of Burien** in connection with the **Seahurst Park Phase II Ecosystem Restoration Project** and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the **City of Burien** have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this third day of MARCH 2011.

CRAIG KNUTSON
CITY ATTORNEY

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

MIKE MARTIN
CITY MANAGER
"

DATE: _____



Burien

Washington, USA

400 SW 152nd St., Suite 300, Burien, WA 98166

Phone: (206) 241-4647 • FAX (206) 248-5539

www.burienwa.gov

March 3, 2011

Colonel Anthony Wright
U.S. Army Corps of Engineers
Seattle District - CENWS-PM-PL
P.O. Box 3755
Seattle, WA 98124-3755

RE: Request for the Seahurst Phase II Shoreline Ecosystem Restoration project funding through Puget Sound and Adjacent Waters Restoration program, Section 544.

Dear Colonel Wright:

Burien requests that the Seahurst Phase II Shoreline Ecosystem Restoration Project be implemented under the authority of the Puget Sound and Adjacent Waters Restoration Program (PSAWR), Section 544 of WRDA 2000. Further, the City of Burien agrees to fulfill the non-federal sponsor's responsibilities required by that authority. We believe that this approach gives us the best potential for implementing this project in 2011.

The Seahurst Shoreline Restoration project is a particularly good candidate for PSAWR funding since the project is designed to re-establish the habitat essential to salmon recovery along the open shoreline of the Puget Sound. The removal of the seawall and the replenishment of the beach at Seahurst Park will correct damage by the seawall to the near-shore of Puget Sound over a thirty-year period.

This project has the strong support of our Congressional delegation and the following agencies:

- Washington State Department of Ecology
- Washington State Department of Fish and Wildlife
- Puget Sound Partnership
- King County Watershed Ecosystem Forum (WRIA-9)
- King Conservation District
- Highline Public School District
- Burien Environmental Science Center.

The City Manager is authorized to sign the Project Partnership Agreement with the USACE for this project under the Section 544 authority and City budget authority. We will be responsible for 100% of the costs to operate and maintain the beach for continued ecosystem preservation described in the project decision document and draft Operating and Maintenance Agreement. Also, we recognize that there is a chance that the market value of those lands required for the

Colonel Anthony Wright
March 3, 2011
Page 2

project may exceed Burien's 35 percent share of total ecosystem restoration costs for the project. The City of Burien therefore agrees to waive reimbursement for the value of lands, easements, rights-of-way, relocations, and dredged material disposal areas that exceeds its 35 percent share of total ecosystem restoration costs.

Based on discussions and materials provided by the USACE, we understand the cost share for Burien to be 35 percent of the ecosystem construction estimate and project development costs associated with Section 544. The most recent estimates are as follows:

Federal Share	\$4,532,580
Sponsor's Share	\$2,440,620
In-kind	\$160,000
Lands	\$54,800
Cash	\$2,225,820
Total Cost-Shared Project Estimate	\$6,973,200
Sponsor M&O	\$12,100

This letter serves also to verify that Burien has committed funding sufficient to proceed in cooperation with the U.S. Army Corps of Engineers on this project under Section 544. We look forward to cooperatively restoring the Seahurst Park beach to benefit the environment and public access.

Sincerely,

Joan McGilton
Mayor

cc: Burien City Council
U.S. Senator Patty Murray
U.S. Senator Maria Cantwell
U.S. Representative Jim McDermott
U.S. Representative Adam Smith
Bernard Hargrave, U.S. Army Corps of Engineers
Chris Behrens, U.S. Army Corps of Engineers
Frances (Beth) Coffey, Chief of the Civil Programs and Projects, ACE
Olton Swanson, Chief of Planning, Programs and Project Management Division, ACE
Michael Lafreniere, Director of Burien Parks and Recreation

Seahurst Park Seawall Removal and Park Restoration



South Seawall Summary





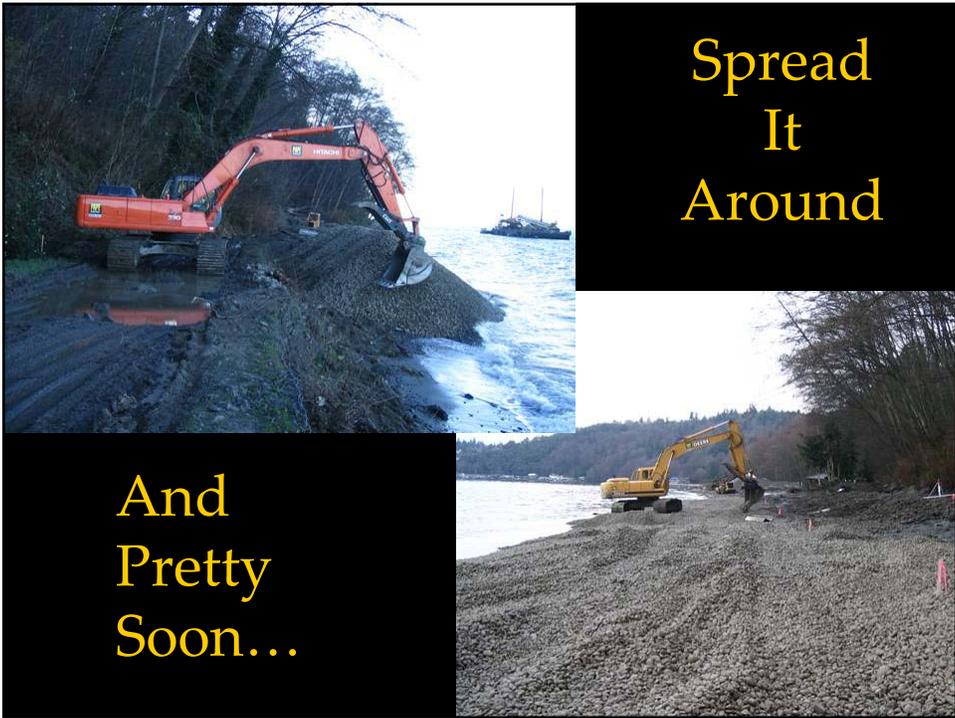
Degraded Seawall

Excavate Behind Seawall



Export/ Import Material By Barge





It Starts to Look Like...



A Beach







Must Have Done Something Right!

"Seahurst Named One of America's Best Restored Beaches"

Burien's Seahurst Park is being recognized as having one of the nation's top restored beaches. The American Shore and Beach Preservation Association (ASBPA) announced on May 24 that Seahurst is a winner of its 2010 Best Restored Beach Award.

"City of Burien Wins Rock Award for Local Government Conservation for 2009"

The King Conservation District considers the Seahurst Park seawall removal and re-vegetation project a model for other cities applying for member jurisdiction and WRIA forum grants. The Burien Parks department did a great job of pre-project planning and post-project monitoring and maintenance. In addition, the department has had tremendous support and engagement from community volunteers.

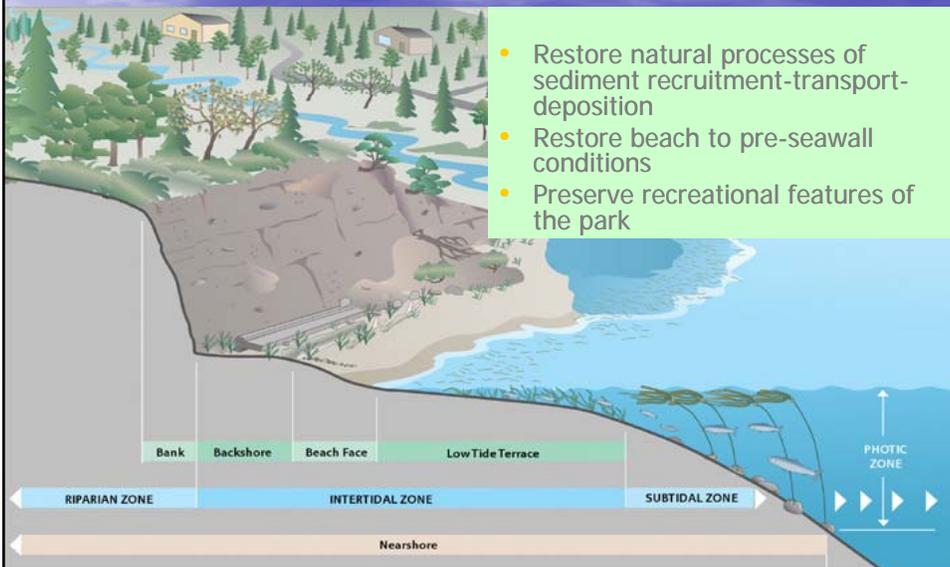
Existing Site Conditions North Shore



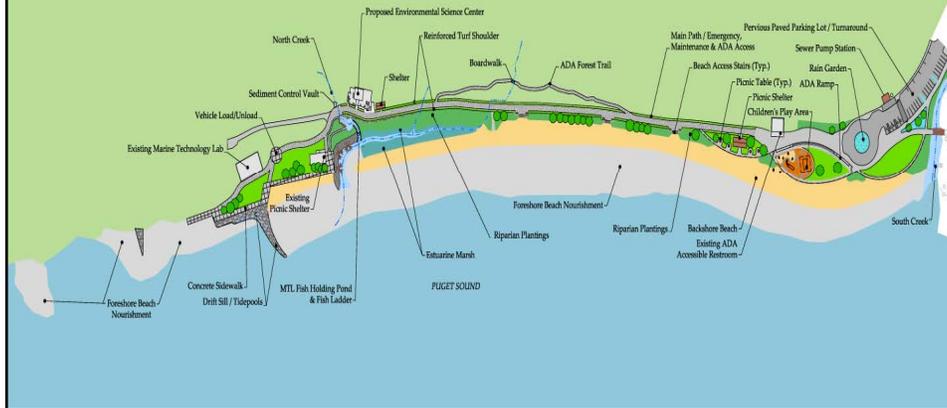
Existing Site Conditions North Shore



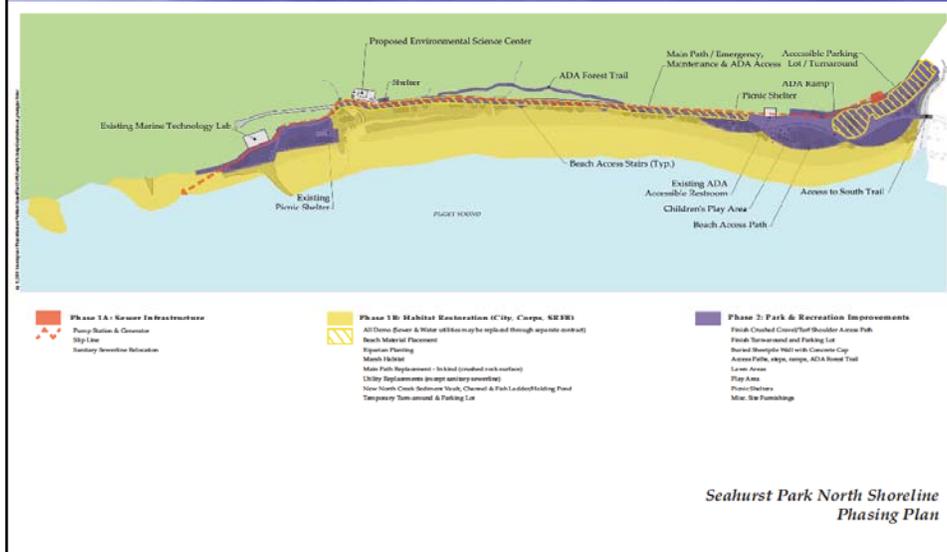
Project Goals



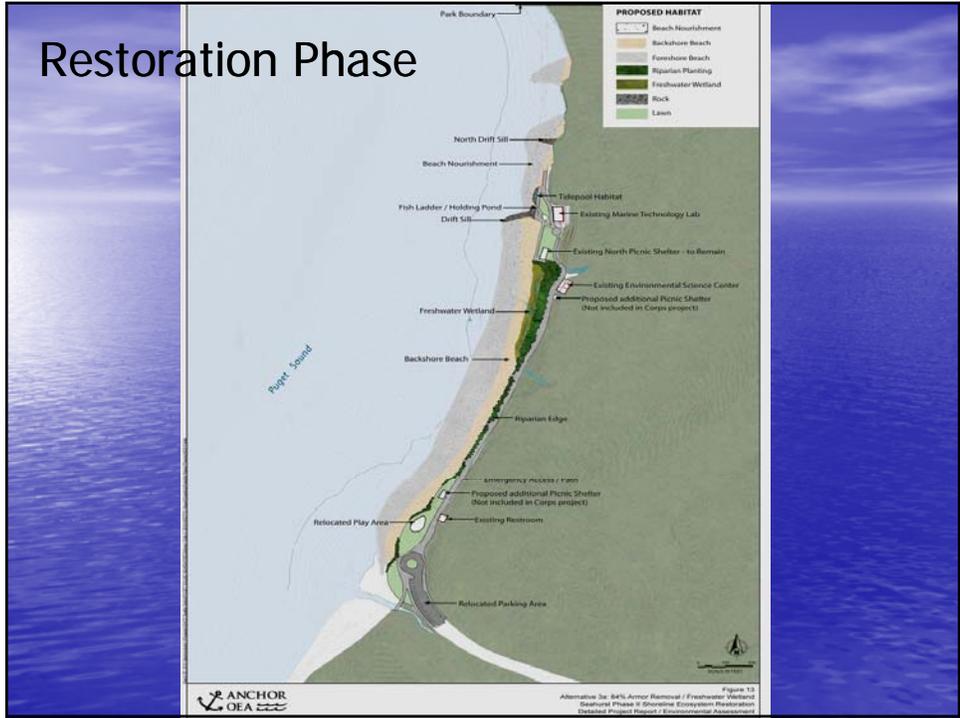
Future Improvements



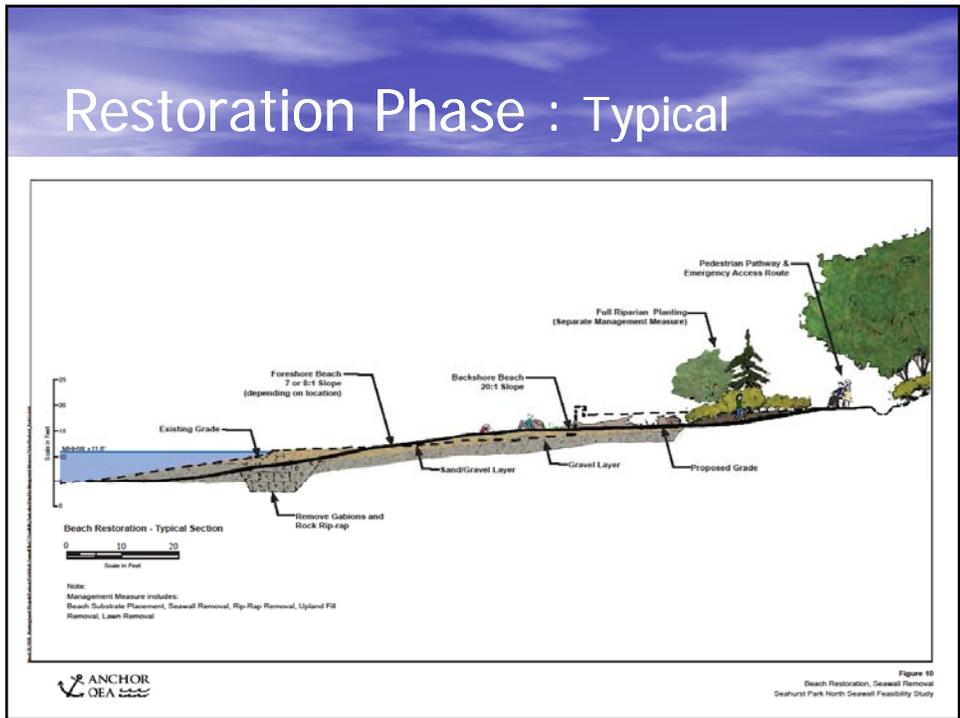
Project Phasing



Restoration Phase



Restoration Phase : Typical



Restoration Phase



Figure 4. Construction along the beach in Seahurst Park, 1974.

Restoration Phase



Restoration Phase



Restoration Phase



Some Restoration Statistics

- Restores 2800 feet of Marine Shoreline
- Removes 84% of the shoreline armoring
- Recycling 8900 tons of 2-3 man rock
- Re-nourish 25,000 tons of gravel and sand
- Adds 17,000 riparian plants

Current Schedule of Restoration

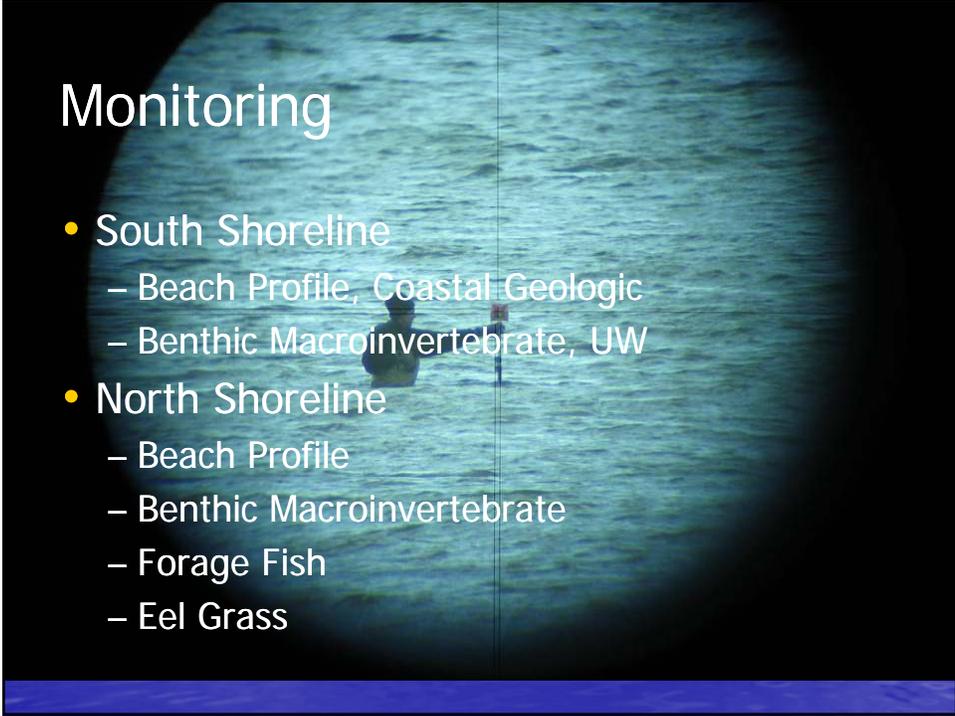
- Complete 35% design and permitting
 - November 2010
- Final Design
 - June 2011
- Construction Start *
 - October 2011
- Construction Complete *
 - April 2012

Project and Funding Partners

- Army Corps of Engineers
- Washington Department of Fish and Wildlife (ESRP)
- Salmon Recovery Funding Board (PSAR)
- King Conservation District

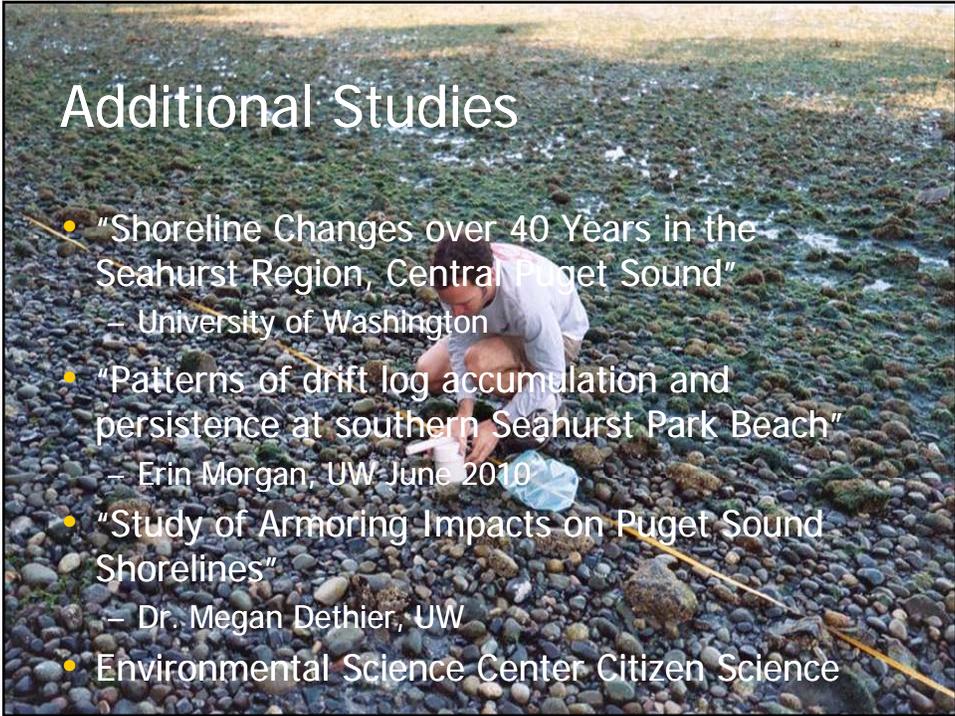
Project Funding Strategy

Army Corps of Engineers	\$4,532,500
Estuary Salmon Recovery Program	\$725,000
Salmon Funding Recovery Board	\$740,000
King Conservation District	\$510,000
Burien Capital Funds *	\$410,000
Total	\$6,973,000



Monitoring

- South Shoreline
 - Beach Profile, Coastal Geologic
 - Benthic Macroinvertebrate, UW
- North Shoreline
 - Beach Profile
 - Benthic Macroinvertebrate
 - Forage Fish
 - Eel Grass



Additional Studies

- "Shoreline Changes over 40 Years in the Seahurst Region, Central Puget Sound"
 - University of Washington
- "Patterns of drift log accumulation and persistence at southern Seahurst Park Beach"
 - Erin Morgan, UW June 2010
- "Study of Armoring Impacts on Puget Sound Shorelines"
 - Dr. Megan Dethier, UW
- Environmental Science Center Citizen Science

Recreation Phase



Questions?





Burien

Washington, USA

400 SW 152nd St., Suite 300, Burien, WA 98166

Phone: (206) 241-4647 • FAX (206) 248-5539

www.burienwa.gov

MEMORANDUM

TO: Honorable Mayor and Members of the City Council
FROM: Mike Martin, City Manager
DATE: March 7, 2011
SUBJECT: City Manager's Report

I. INTERNAL CITY INFORMATION

A. Partial 2010 Census Data Released (Pg. 83)

On February 23rd, the Census Bureau released some partial census data at the city level. A summary of that data for Burien is attached. This data does not include North Burien, which was annexed too late to be included in these figures. We are working with King County and the State Office of Financial Management to determine which population to use for North Burien, We will provide that information when it is available.

A quick summary is our 2010 population was 33,313. We have 13,253 housing units, of which 1,069 were vacant (7.5%). Our percentage of Hispanic and Latino population nearly doubled from 10.7% in 2000 to 20.7% in 2010. Our percentage of Hispanic and Latino population is the highest of any King County city (we were 3rd highest in 2000). The White Center CDP (21.5%) and Boulevard Park CDP (26.3%) (Census Designated Place) are higher than us.

B. Shoreline Master Program Update

At the February 28th City Council meeting, staff was asked to post on our website the City's response to public comments from Ecology's December 2010 public hearing. These responses have been submitted to Ecology in draft format. Once Ecology has reviewed our draft responses and we have answered any questions they may have, they will post the document on their website <http://www.ecy.wa.gov/programs/sea/shorelines/smp/mycomments/burien.html>. We will provide a link from our website to Ecology's website after the response document has been posted by Ecology.

C. Lake to Sound Trail Update

The project to design and construct a continuous 16-mile bicycle- and pedestrian-friendly trail, connecting Lake Washington in Renton to Puget Sound in Des Moines, is progressing. The project is a collaboration between the cities of Renton, Tukwila, SeaTac, Burien and Des Moines, with coordination provided by King County. The portion of the project which most affects Burien is the 1.5-mile segment which connects South 156th Street to the intersection with South Normandy Road, along the

east side of Des Moines Memorial Drive. The part of the project north of the SR 509 bridge belongs to SeaTac, while the portion south of that bridge is located in Burien. This segment is now at the "30 percent design stage" and is ready for presentation to the public for review and comment. The design locates the trail within the existing right-of-way, creating a paved surface 10 to 12 feet wide for non-motorized recreational use, as well as drainage improvements and landscaping. An open house is scheduled for Wednesday, March 16, 2011, from 5:00 to 7:00 p.m. at the Burien Community Center. Announcements for the open house have been mailed to residents in the trail area; special letters have been sent to residents who will be most affected by the trail, and other ways of notifying the public are being used to invite interested citizens.

D. "Cityworks" Implemented

On Wednesday, March 2 we went live with the final phase of our "Cityworks" implementation. The primary goals were met: 1) implementation of wireless access capability to the software, and 2) upgrading the system to a web based format. This will allow field personnel to stay in the field and not have to return to the shop for further instructions. Prior to the launch, we held two full days of training at City Hall for seven Public Works staff members, including the four crew leads.

Cityworks is our GIS-based asset management and work tracking system used primarily by our Public Works department. Future plans include expanded usage to other City staff such as Parks and Code Enforcement personnel.

E. Spring SpEGGtacular for Families

Recreation program staff are planning a new and improved *Spring SpEGGtacular* this April for families. The event has been updated to include the traditional "Bunny Breakfast" with Peter Rabbit and Friends, along with expanded entertainment, face painting, carnival games, crafts, story time, egg dying, photo with Peter Rabbit and much more, all for the low price of \$4 per person. Scholarships will be provided for families in need. The event is geared towards children under the age of 12. This event replaces the Spring Egg Hunt and Parks will be providing residents a list of the numerous other Egg Hunts in and around the Burien community for families who are still interested in participating in such an event. The Spring SpEGGtacular is Saturday, April 23, 9am – 11am at the Burien Community Center, and will be co-sponsored by the Burien Lions and PMP Photobooth.

F. Moshier Park Victim of Wire Theft

The Parks Department is conducting repairs to the park's lighting systems, following another episode of wire theft. The park had been a victim two years ago in a similar incident, and additional access vaults are now being tack-welded to prevent theft. Cost of repairs is approximately \$3500.

G. Park Gets Thanked by Arbor Lake Neighbor

The staff at the Parks Department were recently surprised to receive a thank you note from a new volunteer and neighbor of Arbor Lake Park who wrote in with regards to recent Adopt-a-Park efforts around the property. As this note came from one of the many new neighbor volunteers that have become active in these efforts, the reaction amongst staff was that they felt the volunteer and his neighbors were the folks who are most deserving of appreciation.

II. COUNCIL UPDATES/REPORTS

A. February 2011 Citizen Action Report (Pg. 84)

Staff has prepared the attached February 2011 Citizen Action Report.

B. Vision For Burien Meeting Notes (Pg. 91)

Attached are materials from Vision For Burien Meetings.



QT-PL

Race, Hispanic or Latino, Age, and Housing Occupancy: 2010

2010 Census Redistricting Data (Public Law 94-171) Summary File

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/pl94-171.pdf>

GEO: Burien city, Washington

Subject	Total		18 years and over	
	Number	Percent	Number	Percent
POPULATION				
Total population	33,313	100.0	25,842	100.0
RACE				
One race	31,353	94.1	24,808	96.0
White	21,158	63.5	17,632	68.2
Black or African American	1,960	5.9	1,411	5.5
American Indian and Alaska Native	513	1.5	357	1.4
Asian	3,304	9.9	2,501	9.7
Native Hawaiian and Other Pacific Islander	591	1.8	403	1.6
Some Other Race	3,827	11.5	2,504	9.7
Two or More Races	1,960	5.9	1,034	4.0
HISPANIC OR LATINO AND RACE				
Hispanic or Latino (of any race)	6,902	20.7	4,409	17.1
Not Hispanic or Latino	26,411	79.3	21,433	82.9
One race	25,063	75.2	20,725	80.2
White	18,979	57.0	16,220	62.8
Black or African American	1,845	5.5	1,346	5.2
American Indian and Alaska Native	291	0.9	227	0.9
Asian	3,275	9.8	2,481	9.6
Native Hawaiian and Other Pacific Islander	585	1.8	400	1.5
Some Other Race	88	0.3	51	0.2
Two or More Races	1,348	4.0	708	2.7
HOUSING UNITS				
Total housing units	14,322	100.0		
OCCUPANCY STATUS				
Occupied housing units	13,253	92.5		
Vacant housing units	1,069	7.5		

(X) Not applicable

Source: U.S. Census Bureau, 2010 Census.

2010 Census Redistricting Data (Public Law 94-171) Summary File, Tables P1, P2, P3, P4, H1.



Burien

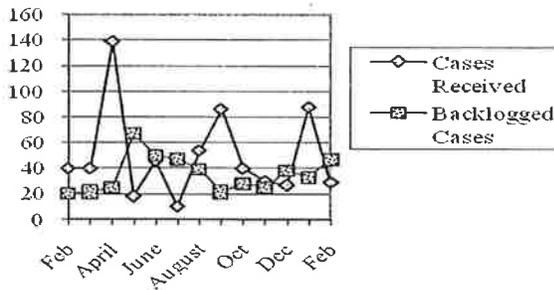
Washington, USA

CITY OF BURIEN MEMORANDUM

DATE: March 2, 2011
TO: Mike Martin, City Manager
FROM: Cynthia Schaff, Paralegal
RE: February 2011 Citizen Action Report

This report reflects the caseload for December and includes all backlog cases open as of February 28, 2011. As of that date, there were 72 open cases. 47 of the open cases are more than five weeks old and are considered backlog. There were 29 cases opened during the month of February; 10 cases initiated by staff/police, and 19 cases initiated by residents.

Citizen Action Case Status



	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan '11	Feb
Cases Received	40	40	139	18	46	10	54	86	40	30	27	88	29
Backlogged Cases	20	22	25	67	50	47	39	22	28	25	38	33	47
Total Open Cases	47	42	118	75	65	50	45	68	68	51	55	74	72
% of Backlog	43%	52%	21%	89%	77%	94%	87%	32%	41%	49%	69%	45%	65%

As usual, please let me know if you have any questions or suggestions for additional improvements to this report.

Cc: Scott Greenberg, Community Development Director
 Jim Bibby, Code Compliance Officer
 Henry McLauchlan, Administrative Sergeant
 Craig Knutson, City Attorney

Michael Lafreniere, Parks Director
 Jan Vogee, Building Official
 Larry Blanchard, Public Works Director



Monthly Report to the City Manager

Citizen Action Request Case Status

Report Date: 03/02/2011

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
1223	Code Enforcement	CAR-07-0470	10/26/2007	Nuisance	15612 8TH AV SW Nuisance, trash, debris etc		12/20/2010	Open
1143	City Attorney	CAR-08-0022	01/14/2008	Nuisance	14456 18TH AV SW Parking & nuisance	Site Investigation	10/21/2010	Open
831	City Attorney	CAR-08-0409	11/21/2008	Parking	13430 1ST AV SW Vehicles / Weythman	Site Investigation	08/24/2009	Open
324	Building	CAR-10-0132	04/12/2010	Building	10826 ROSEBERG AV S Building, Hernandez	Phone Call	11/19/2010	Open
324	Code Enforcement	CAR-10-0139	04/12/2010	Nuisance	2106 S 124TH ST Nuisance, Vehicles and debris-Schmidt	Enforcement Letter 1	12/02/2010	Open
324	Code Enforcement	CAR-10-0161	04/12/2010	Nuisance	12663 16TH AV S Nuisance-Johnson	Site Investigation	01/18/2011	Open
317	Code Enforcement	CAR-10-0191	04/19/2010	Nuisance	1221 S 116TH ST Nuisance-Glen	Site Investigation	11/29/2010	Open
316	Code Enforcement	CAR-10-0202	04/20/2010	Nuisance	153 S 120TH ST Nuisance-Azpitarte	Other Letter	02/25/2011	Open
316	Planning	CAR-10-0208	04/20/2010	Planning / Zoning	804 SW 122ND ST Zoning-Puloka	Other - See Notes	06/16/2010	Open
250	Planning	CAR-10-0318	06/25/2010	Planning / Zoning	16469 MARINE VIEW DR SW Planning-Buckley	Other - See Notes	02/24/2011	Open
211	Planning	CAR-10-0336	08/03/2010	Planning / Zoning	13223 OCCIDENTAL AV S Zoning-Home Occupation-Zone 2	Case Received	08/03/2010	Open
169	Code Enforcement	CAR-10-0446	09/14/2010	Nuisance	14712 8TH AV S Nuisance-Ferguson-Zone 4	Other - See Notes	12/29/2010	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
163	Code Enforcement	CAR-10-0442	09/20/2010	Nuisance	12621 12TH AV S Nuisance, Vehicles, B/L-Haag-Zone # 2	NOV Issued	02/18/2011	Open
141	Fire Department	CAR-10-0503	10/12/2010	Fire Department Issue	11407 16TH AV SW FD # 11-Eagle Apts-Zone 1	Phone Call	03/01/2011	Open
141	Code Enforcement	CAR-10-0504	10/12/2010	Nuisance	11439 ROSEBERG AV S Nuisance-Qureshi-Zone 2	Enforcement Letter 1	01/27/2011	Open
140	Code Enforcement	CAR-10-0506	10/13/2010	Nuisance	14861 8TH AV S Nuisance-Traub-Zone 4	Enforcement Letter 1	11/23/2010	Open
139	Planning	CAR-10-0508	10/14/2010	Planning / Zoning	12067 5TH AV S Zoning, Grading, ADU-Ennis-Zone 2	Phone Call	12/08/2010	Open
133	Planning	CAR-10-0513	10/20/2010	Planning / Zoning	907 S 134TH ST Zoning-Sam-Zone 2	Other - See Notes	01/27/2011	Open
128	Code Enforcement	CAR-10-0516	10/25/2010	Nuisance	12651 2ND AV S Nuisance - Alejo - Zone 2	Enforcement Letter 1	02/03/2011	Open
126	Planning	CAR-10-0520	10/27/2010	Illegal Dumping	1240 SW 124TH ST Illegal Dumping - Ventoza - Zone 1	Case Received	10/27/2010	Open
106	Planning	CAR-10-0561	11/16/2010	Planning / Zoning	15905 20TH AV SW Cargo Container-Cole-Zone 3	Other - See Notes	11/30/2010	Open
105	Code Enforcement	CAR-10-0566	11/17/2010	Illegal Dumping	2149 SW 173RD PL Illegal Dumping-McClean-Zone 3	Enforcement Letter 1	11/18/2010	Open
103	Code Enforcement	CAR-10-0572	11/19/2010	Business License	815 S 120TH ST Zoning-Tam Dinh-Zone2	Enforcement Letter 1	12/03/2010	Open
86	Code Enforcement	CAR-10-0582	12/06/2010	Nuisance	12602 OCCIDENTAL AV S Nuisance Vehicles-Brown-Zone 2	Enforcement Letter 1	12/13/2010	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
86	Code Enforcement	CAR-10-0587	12/06/2010	Sign Violation	13400 1ST AV S Signs, B/L-Pham-Zone 2	Enforcement Letter 1	12/28/2010	Open
83	Code Enforcement	CAR-10-0589	12/09/2010	Business License	12008 1ST AV S Vehicle Parking, B/L-Chau-Zone 2	Enforcement Letter 1	12/22/2010	Open
70	Code Enforcement	CAR-10-0598	12/22/2010	Sign Violation	152 SW 152ND ST Sign-Scrapbooks-Zone 3	Case Received	12/22/2010	Open
57	Code Enforcement	CAR-11-0006	01/04/2011	Business License	12610 DES MOINES MEMORIAL DR S Business License - Halo O Lono Hula-Zone 1	Phone Call	01/07/2011	Open
57	Code Enforcement	CAR-11-0013	01/04/2011	Business License	12428 23RD AV S B/L-Margie's Preschool & Daycare-Zone 1	Case Received	01/04/2011	Open
57	Code Enforcement	CAR-11-0014	01/04/2011	Business License	B/L-S & S Power Equipment-Zone 1	Case Received	01/04/2011	Open
57	Code Enforcement	CAR-11-0021	01/04/2011	Business License	113xx DES MOINES MEMORIAL DR S B/L-U-Do-It Car Wash-Zone 1	Case Received	01/04/2011	Open
57	Code Enforcement	CAR-11-0022	01/04/2011	Business License	B/L-The Painter Lady-Zone 1	Case Received	01/04/2011	Open
57	Code Enforcement	CAR-11-0027	01/04/2011	Business License	12057 ROSEBERG AV S B/L-Advanced Mortgage Serv.-Zone 1	Case Received	01/04/2011	Open
51	Code Enforcement	CAR-11-0031	01/10/2011	Sign Violation	1820 S 120TH ST ABS, Vehicle storage B/L-Triple J-Zone 2	Case Received	01/10/2011	Open
51	Code Enforcement	CAR-11-0033	01/10/2011	Nuisance	1004 S 136TH ST Nuisance-Covey-Zone 2	Case Received	01/10/2011	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
49	Code Enforcement	CAR-11-0038	01/12/2011	Business License	641 SW 153RD ST Business License-LC Interpreters-Zone 3	Case Received	01/12/2011	Open
49	Code Enforcement	CAR-11-0040	01/12/2011	Business License	250 SW 153RD ST Business License-El Unicornio Vitamins-Zone 3	Case Received	01/12/2011	Open
49	Code Enforcement	CAR-11-0044	01/12/2011	Business License	209 SW 152ND ST Business License-LaPreciosa Boutique-zone 3	Case Received	01/12/2011	Open
49	Code Enforcement	CAR-11-0046	01/12/2011	Business License	15608 1ST AV S Business License-PRolific Hair design-Zone 4	Case Received	01/12/2011	Open
49	Code Enforcement	CAR-11-0049	01/12/2011	Business License	14017 1ST AV S Business License-Maria Bonita-Zone 1	Case Received	01/12/2011	Open
49	Code Enforcement	CAR-11-0051	01/12/2011	Business License	15221 AMBAUM BL SW business License-Lee's Appliance-Zone 3	Case Received	01/12/2011	Open
49	Code Enforcement	CAR-11-0052	01/12/2011	Business License	121 SW 158TH ST BUusiness License-Pretty Paws-Zone 3	Case Received	01/12/2011	Open
49	Code Enforcement	CAR-11-0053	01/12/2011	Business License	14911 AMBAUM BL SW BUusiness License-Centro Espiritual-ZOne 3	Case Received	01/12/2011	Open
49	Code Enforcement	CAR-11-0055	01/12/2011	Business License	12803 AMBAUM BL SW Business license-Twiggs-Zone 1	Case Received	01/12/2011	Open
48	Code Enforcement	CAR-11-0065	01/13/2011	Sign Violation	13838 1ST AV S Signs-G & C LLC-Zone 4	Phone Call	02/04/2011	Open
43	Code Enforcement	CAR-11-0074	01/18/2011	Nuisance	2007 S 126TH ST Nuisance-Vanlandingham-Zone 2	Case Received	01/21/2011	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
40	Planning	CAR-11-0076	01/21/2011	Planning / Zoning	11841 24TH AV S Zoning-Vehicle Repair-Zone 2	Case Received	01/26/2011	Open
37	Code Enforcement	CAR-11-0082	01/24/2011	Nuisance	12403 14TH AV S Nuisance-Wagner-Zone 2	Case Received		
35	Code Enforcement	CAR-11-0075	01/26/2011	Building	13401 6TH AV S Nuisance-Lavin-Zone 2	Phone Call	01/28/2011 02/10/2011	Open Open
35	Code Enforcement	CAR-11-0078	01/26/2011	Sign Violation	15525 1ST AV S Sign Violation-Times Sq.-Zone 1	Case Received	01/26/2011	Open
33	Code Enforcement	CAR-11-0080	01/28/2011	Nuisance	12222 1ST AV S Nuisance-Nguyen-Zone 2	Case Received	01/28/2011	Open
33	Code Enforcement	CAR-11-0081	01/28/2011	Nuisance	11620 3RD AV S Nuisance-Mueller-Zone 2	Case Received	01/28/2011	Open
33	Code Enforcement	CAR-11-0085	01/28/2011	Sign Violation	15511 3RD AV SW Signage-Jen Prop-Zone 3	Phone Call	02/22/2011	Open
30	Code Enforcement	CAR-11-0088	01/31/2011	Drainage	11849 24TH AV S Drainage, Private-Thavee-Zone 3	Phone Call	02/01/2011	Open
29	Code Enforcement	CAR-11-0089	02/01/2011	Nuisance	11813 ROSEBERG AV S Nuisance Vehicles-Teem-Zone 2	Site Investigation	02/22/2011	Open
29	Code Enforcement	CAR-11-0090	02/01/2011	Nuisance	2002 S 120TH ST Nuisance Vehicles-Stockdale-Zone 2	Site Investigation	02/22/2011	Open
29	Code Enforcement	CAR-11-0094	02/01/2011	Nuisance	13203 10TH AV S Nuisance-Ram-Zone 2	Phone Call	03/01/2011	Open
29	Code Enforcement	CAR-11-0097	02/01/2011	Nuisance	Trash/Debris (Vacant)- Wells Fargo - Zone 2	Other - See Notes	02/14/2011	Open
29	Code Enforcement	CAR-11-0098	02/01/2011	Nuisance	835 SW 143RD ST Nuisance (vacant) - Wells Fargo - Zone 1	Other - See Notes	02/14/2011	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
28	Building	CAR-11-0095	02/02/2011	Building	11204 ROSEBERG AV S Building-Hernandes-Zone 2	Meeting	02/04/2011	Open
27	Code Enforcement	CAR-11-0096	02/03/2011	Nuisance	12632 1ST AV S Nuisance-Pham Auto-Zone 2	Case Received	02/03/2011	Open
26	Building	CAR-11-0099	02/04/2011	Building	15212 26TH AV SW Building Permit-Conn-Zone 3	Phone Call	02/15/2011	Open
23	Code Enforcement	CAR-11-0100	02/07/2011	ROW Issue	15437 10TH AV SW ROW Issue-Hewitt-Zone 3	Case Received	02/07/2011	Open
22	Code Enforcement	CAR-11-0101	02/08/2011	Sign Violation	16016 AMBAUM BL S Sign Issue-Great Cuts-Zone 4	Case Received	02/08/2011	Open
22	Code Enforcement	CAR-11-0102	02/08/2011	Nuisance	12608 4TH AV S Nuisance-Simkus(Ross)-Zone 2	Case Received	02/08/2011	Open
21	Code Enforcement	CAR-11-0111	02/09/2011	Business License	430 S 124TH ST Business License-Levine-Zone 2	Case Received	02/16/2011	Open
19	Code Enforcement	CAR-11-0106	02/11/2011	Sign Violation	12247 22ND AV S Sign-Estrallas-Zone 2	Case Received	02/11/2011	Open
16	Planning	CAR-11-0107	02/14/2011	Planning / Zoning	11604 5TH AV S Zoning, Motorcycle Club-Orwash-Zone 2	Other - See Notes	02/15/2011	Open
14	Code Enforcement	CAR-11-0112	02/16/2011	Sign Violation	447 SW 152ND ST Sign-Tattoo-Zone 3	Case Received	02/16/2011	Open
14	Code Enforcement	CAR-11-0117	02/16/2011	Nuisance	13115 12TH AV S Nuisance, B/L-Hernandez-Zone 2	Case Received	02/24/2011	Open
13	Building	CAR-11-0115	02/17/2011	Building	15849 6TH AV SW Building Permit-Nguyen-Zone 3	Case Received	02/22/2011	Open
12	Code Enforcement	CAR-11-0114	02/18/2011	Nuisance	15803 7TH PL S Nuisance-Kretschmar-Zone 4	Case Received	02/18/2011	Open



CITYWIDE VISIONING PROCESS

Steering Committee

AGENDA

February 1, 2011

- 6:30 Welcome & Introductions
- 6:35 Process Overview
- 6:40 Staff Leadership Introductions
- 6:50 Steering Committee Introductions / Core Values exercise
- 7:30 Process Discussion & Outreach Strategies
- 7:50 Steering Committee Procedures & Ground Rules
- 8:00 Affinity Groups
- 8:20 Wrap-up / Next Steps
- 8:30 Adjourn

CITYWIDE VISIONING PROCESS

Minutes: Steering Committee meeting #1: 02/01/11

Attendees

Rachel Levine, Maureen Hoffmann, Pam Harper, Michael Goldsmith, Rod Robbins, Jean Spohn, Scot Rastelli, Anna Denton, Margarita Suarez, Butch Henderson, Dr. Kristine Brecht, Mike Fosberg, Jim Clingan, Genesis Guardado

Welcome & Introductions

Group was welcomed and did quick introductions.

Process Overview

- Brian Scott introduced himself and the Visioning process with relation to other projects

Staff Leadership Introductions

- Leadership team members introduce themselves:
 - Mike Martin, City Manager
 - Craig Knutson, City Attorney
 - Scott Greenberg, Director, Community Development
 - David Johanson, Senior Planner, Community Development
 - Jenn Ramirez Robson, Management Analyst, City Manager's Office
 - Angie Chaufy, Human Resources Manager
 - Dick Loman, Economic Development Manager
 - Larry Blanchard, Director, Public Works
 - Michael Lafreniere, Director, Parks, Recreation and Cultural Services
 - Janet Stallman, Dept. Assistant, City Manager's Office

Steering Committee Introductions/Core Values exercise

- Committee members introduced themselves. There are several members who have been residents of Burien for over 60 years! One high school student and one college student are on the committee. The group is made up of business owners, residents, retirees, and some citizens who are new to Burien as a result of the recent annexation.
- Brian recorded the several Steering Committee comments about Burien on the wallgraphic in the front of the room. (A photo of the wallgraphic is included at the end of these minutes.)

- What do you Personally Value about Living in Burien?
 - Many people commented on the natural beauty and close relationships with others in the community.
- Describe Burien in a single word
 - The overriding theme of the 14 different descriptive words was upbeat and positive.
- What is your biggest fear for Burien?
 - Among the concerns: managing growth, improve and making social connections, and vandalism/crime.

Process Discussion & Outreach Strategies

- Brian reviewed the Visioning Process diagram, groups involved, and timeline.
- There was some discussion about the role of the Steering Committee members and the consulting team (BDS – Planning & Urban Design). Brian will interview individuals suggested by City Council and with a series of affinity groups, bringing back a synthesis of those meetings to the Steering Committee for interpretation and recommendations.
- We have some time before the Affinity Groups and upcoming outreach meetings. Brian asked for suggestions and ideas about how to engage various community groups in the outreach efforts. The Steering Committee shared many detailed ideas and suggestions. The question about how to get previously difficult to reach groups involved will continue to take special thought and effort. **Please keep thinking about how to reach out to various groups and send in your ideas to the City via Jenn Ramirez Robson!**
 - Potential venues were identified, including libraries, churches, SHAG, elementary schools, food bank, happy hours, library to go, White Center Cambodian Museum, Buddhist Temple, hospital
 - Community groups and populations were identified, including high school students, Head Start parents, community service officers
 - Meeting times and logistics were suggested for various audiences (suggestions for each of these are on the wallgraphic)
- One idea being followed up on quickly is to prepare cards with several questions, upcoming meeting dates, and the web address for the electronic survey and the visioning process web site. → These will be ready for the next meeting for steering committee members to help get out into the community. In addition the City is providing the Steering Committee with a place to e-mail thoughts throughout the process. These will be shared with Brian. Look for the message with the email address this Friday, 2/4/11.

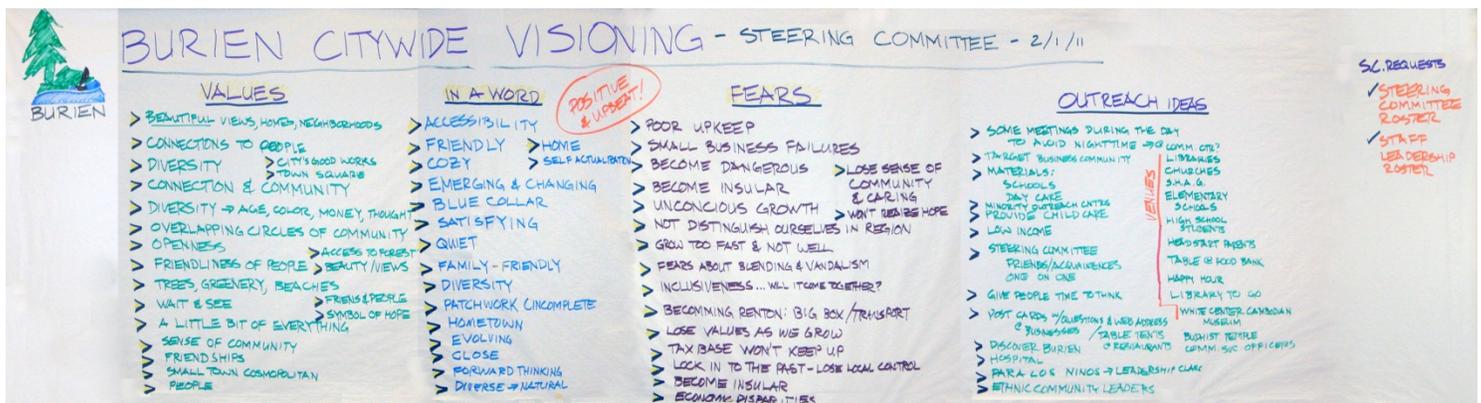
Steering Committee Procedures & Ground Rules

- The option of filming and making public the Steering Committee meetings was discussed. The option is being kept open for later meetings and will be discussed again in March.
- Ground Rules covered:
 - The Steering Committee meetings are open to the public, but public testimony won't be taken. People are welcome to come observe.
 - Meeting Management Rules were discussed, including:
 - Play appropriate roles
 - Avoid air time
 - Take this seriously
 - Maintain a low risk environment
 - Working consensus: everyone gets their say, and "can you live with it?"

Wrap-up/Next Steps

- Web Site will be up soon and email address for feedback will be sent to committee members on Friday
- Next meeting (March 1; 6:30-8:30pm; City Hall)

Wallgraphic:



Values

- Beautiful, views, homes, neighborhoods
- Connections to people
- Diversity
- Connection & community
- Diversity, age, color, money, thought

- Overlapping circles of community
- Openness
- Friendliness of people
- Trees, greenery, beaches
- Wait and see
- Little bit of everything
- Sense of community
- Friendships
- Small but cosmopolitan
- People
- City's good works
- Town Square
- Access to forest
- Beauty / views
- Friends & people
- Symbol of hope

In a word

- Accessibility
- Friendly
- Cozy
- Emerging & changing
- Blue collar
- Satisfying
- Quiet
- Family-friendly
- Diversity
- Patchwork (incomplete)
- Hometown
- Evolving
- Close
- Forward thinking
- Diverse→Natural
- Home
- Self-actualization

**Positive &
upbeat!**

Fears

- Poor upkeep
- Small business failures
- Become dangerous
- Become insular
- Unconscious growth
- Not distinguish ourselves in region
- Grow too fast and not well
- Inclusiveness ... will it come together?
- Becoming Renton: big box/ transportation
- Lose values as we grow
- Tax base won't keep up
- Lock in to the past- lose local control
- Become insular
- Economic disparities
- Become insular
- Economic disparities
- Lose sense of community & caring
- Won't realize hope

Outreach Ideas

- Some meetings during the day to avoid nighttime
- Target business community (including Discover Burien Group)
- Materials:
 - Schools
 - Day Care
- Minority outreach centers
- Provide child care
- Low income
- Steering Committee
- Friends/acquaintances one on one
- Give people time to think
- Post cards with questions and web address at businesses/ table tents at restaurants
- Discover Burien
- Hospital
- Para Los Ninos →Leadership class
- Ethnic community leaders

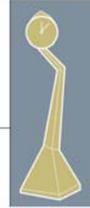
- Venues
 - Community Centers
 - Libraries
 - Churches
 - Senior housing – S.H.A.G.
 - Elementary schools
 - High school students
 - Head start parents
 - Table at food bank
 - Happy hour
 - Library to go
 - Director White Center Cambodian Museum
 - Buddhist temple
 - Community service officers
 - Somali group 1st and 154th

Steering Committee Requests

- Steering Committee Roster
- Staff Leadership Roster

VISION FOR BURIEN

Our Future. Our Choices.



Burien Citywide Visioning Steering Committee Meeting

March 1, 2011

6:30 - 8:30 p.m.

AGENDA

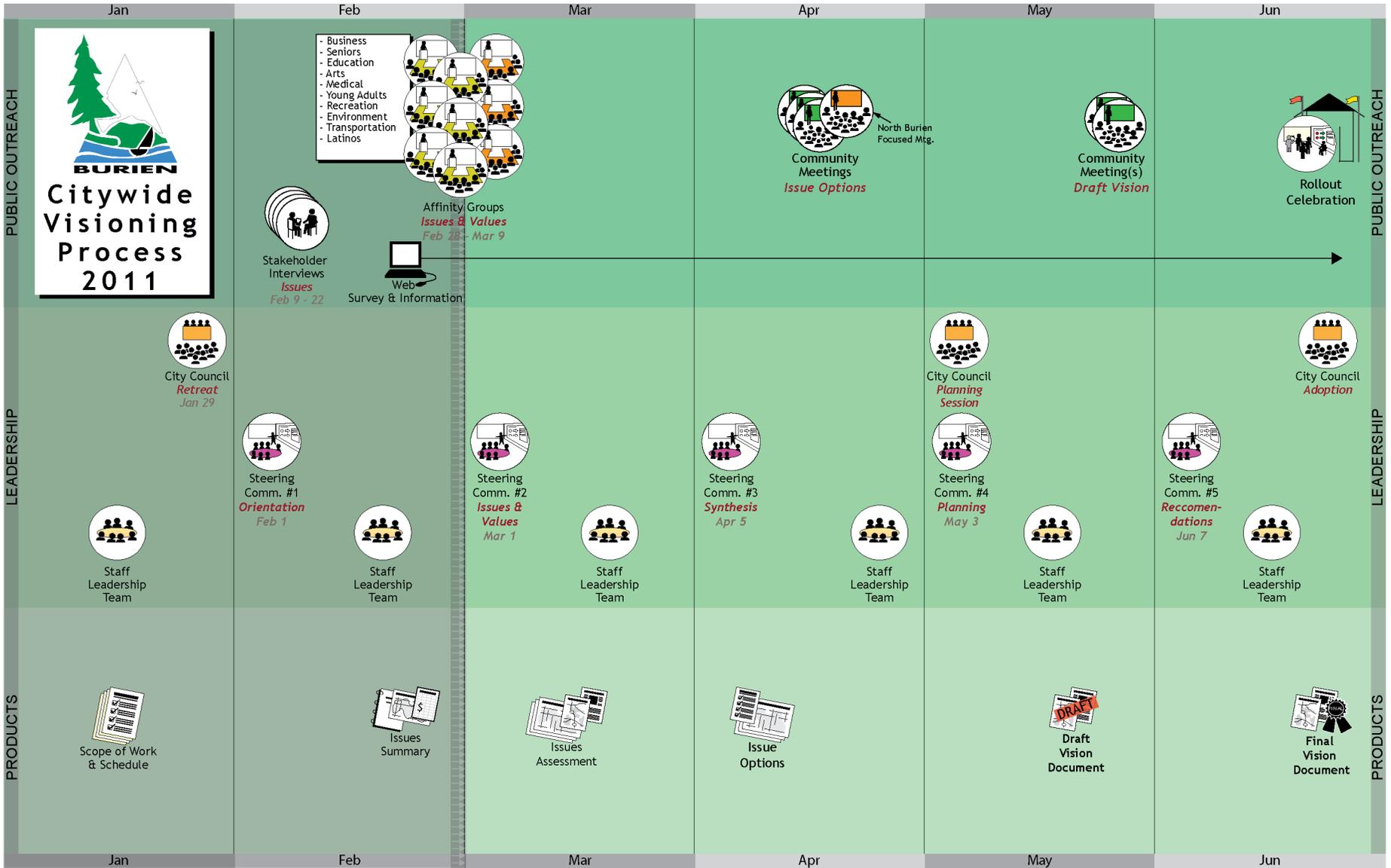
6:30	Introductions	Information
6:40	Process Update	Information
6:50	Input-to-Date	Information/Discussion
7:30	Affinity Group Update	Discussion
8:00	Community Meetings - schedule; locations; outreach; etc.	Discussion
8:30	Adjourn	

Affinity Group Schedule

Business: Feb 28
Arts: Mar 2
Recreation: Mar 5
Latinos: Mar 9

Seniors: Mar 1
Medical: Mar 3
Environment: Mar 5

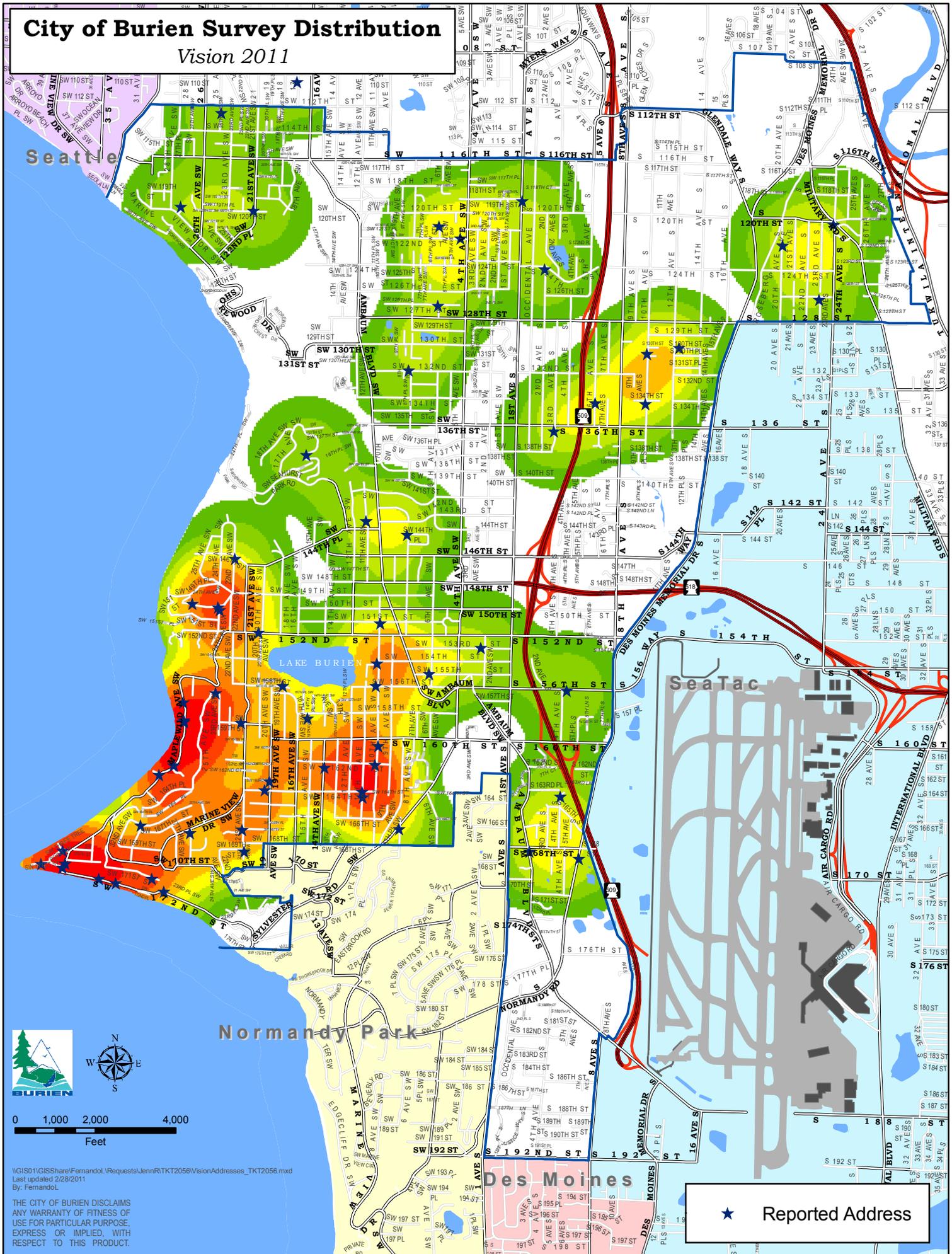
Education: Mar 2
Young Adults: Mar 4
Transportation: Mar 7



Messy developing
Connected
on-the-brink
Transition
Boring
views
dangerous
community
Quaint
Evolving
growing
challenged
coming-alive
Struggling
Unwalkable
Mixed
short-sighted
Growing
Mine
homey
loud
location
Progressing
Peaceful
Feisty
Small
neglected
Unknown
secret
plain
overdeveloped
home
Mismanaged
transitioning
misperceived
changing
gentrifying
Hispanic
Promising
reinvigorating
Charming
Potential
Diverse
home
Diverse
Potential
Up-and-coming
charismatic
Engaging
Welcoming
Cute
Fragile
established
Visionary
Challenged
crowded
Comfortable
Unique
Half-empty
Gangland
Aggressive
Youngster
Basic
Hometown
Blue-collar
friendly
Convenient
Home
Community
Comfortable
Eclectic
Diverse
Potential

City of Burien Survey Distribution

Vision 2011



0 1,000 2,000 4,000
Feet

VGIS01\GISShare\FernandoL\Requests\JennR\TKT2056\VisionAddresses_TKT2056.mxd
Last updated 2/28/2011
By: FernandoL

THE CITY OF BURIEDIS CLAIMS
ANY WARRANTY OF FITNESS OF
USE FOR PARTICULAR PURPOSE,
EXPRESS OR IMPLIED, WITH
RESPECT TO THIS PRODUCT.

★ Reported Address

Emerging Themes

Synthesis of Stakeholder Interviews: February 2011

Interviewer: Brian Douglas Scott

Strong Values

- **Passion.**
- **Nervousness.**
- **Hope.**

Multi-Cultural / Multi-Ethnic

- **Fear & Lack of Trust.**
- **Language Barriers.**
- **Undocumented Residents.**

Haves / Have Nots

- **Wealth / Poverty Disconnect.**
- **Influence Gaps.**
- **Disparate Needs & Expectations.**
- **Broken Promises (i.e. Town Square)**

Schools

- **Mixed Messages.**
- **City's Role.**

North Burien Assimilation

- **Wariness ... (new people; new rules; new taxes; new services).**

Roxbury Annexation

- **Wariness.**
- **Mixed, but Strong Feelings.**

Economic Development

- **Ambiguous Agenda.**
- **Old Wounds.**
- **Follow Through.**
- **Current Questions.**

1st Avenue

- **Traffic Challenges.**
- **Auto Mall Promise vs Reality.**

152nd & 153rd

- **Unrealized Promise of 153rd.**
- **Building on 152nd success**
- **Completion of & Competition from Town Square.**

Waterfronts for All?

- **Lake Burien.**
- **Three-Tree Point.**
- **Existing Waterfront Parks.**
- **Priority (compared to schools & other disparities)?**

Overall Sense: Burien has a real opportunity to evolve into a truly unique and special place in the new urban America – whatever that is!



Vision for Burien Survey

1. What do you Personally Value about Living in Burien?

2. How would you describe Burien in a single word?

3. What is your biggest fear for Burien?

We welcome you to fill out some or all of the information indicated below. If you provide your address, we will use that information to see what parts of the city we are hearing from. If you enter your email address, we will add you to our email update list. Thank you!

Name: _____

Address: _____

Email Address: _____

Please return by March 31 to Burien City Hall, 400 SW 152nd St, Ste. 300, or the Burien Community Center, 14700 6th Ave SW.