



CITY COUNCIL MEETING AGENDA

April 4, 2011

SPECIAL MEETING, Miller Creek Conference Room, 3rd Floor
 For the purpose of conducting Parks & Recreation Board 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	To receive comments on <i>topics other than public hearing topics</i> . Individuals will please limit their comments to three minutes, and groups to five minutes.		
6. CORRESPONDENCE FOR THE RECORD	a. Response from Burien Police Chief K. Scott Kimerer to Letter Dated March 14, 2011, from Residents of 25 th Ave. SW & Maplewild Ave. SW Regarding Request for Response to Residential Complaints re: 15929 25 th Ave. SW.		3.
	b. Response from Burien Police Captain Carl Cole to Email Dated March 28, 2011, from Robert Allison Regarding Speeding Police Car Unauthorized.		7.
	c. Email Dated March 30, 2011, from Chestine Edgar Regarding RFP on Parks Master Plan.		11.
7. CONSENT AGENDA	a. Approval of Minutes: Council Meeting, March 28, 2011.		13.
8. BUSINESS AGENDA	a. Motion to Approve Appointments to the Parks and Recreation Board.		17.
	b. Public Hearing on and Possible Motion to Adopt Proposed Ordinance No. 552, Relating to Local Improvement District No. 3.		19.
	c. Discussion on Animal Control Services for Burien.		37.
	d. City Business.		57.
9. COUNCIL REPORTS			
10. ADJOURNMENT			

COUNCILMEMBERS

Joan McGilton, Mayor
 Rose Clark

Brian Bennett, Deputy Mayor
 Lucy Krakowiak
 Gerald F. Robison

Jack Block, Jr.
 Gordon Shaw



Burien

Washington, USA

400 SW 152nd Street, Suite 300, Burien, WA 98166

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

www.burienwa.gov

March 31, 2011

Mr. Forest Lane
16220 25 AV SW
Burien, WA 98166

Mr. Lane:

Thank you for your letter to Mayor McGilton dated March 14, 2011. I am sending this letter to you in hopes that you will further distribute the contents to the other signers of the complaint. I have been tasked with investigating your concerns and working on a solution that works for the neighborhood. To that end, I have directed my staff to research the types and number of calls originating in or around the residence you reported on. Once we have assembled the official police picture, Sergeant Henry McLauchlan will contact you and the other concerned parties to discover the aspects of the problem not always visible through statistics. I would expect that to occur within the next week.

I assure you we are interested in providing relief to your neighborhood to the limit of our resources and within established laws and ordinances. Should you have any questions in the mean time, please call Captain Carl Cole at 206/296-3341, or Sergeant Henry McLauchlan at 206/296-3351.

Sincerely,

Chief K. Scott Kimerer
Burien Police Department

cc: City Manager
Council

KSK:ccc

CFTR: 04/04/11

March 14, 2011

From: Residents of 25th Ave. SW & Maplewild Ave. SW, Burien, WA

To: Ms. Joan McGilton, Mayor of Burien, WA

Cc: Burien City Council, Burien, WA

K. Scott Kimerer, Police Chief, Burien, WA

Subj: Residential Complaints re:15929 Ave. SW, Burien WA: Request for Response to

1. For over two years, activities at the residence located at 15929 25th Ave. SW (Turney residence) have warranted numerous noise, health, behavioral, construction code, and safety complaints to be forwarded to the city officials and police officers of the City of Burien and to the health authorities of King County. These complaints have been forwarded in person both on location and at the City Hall, and also via written correspondence. Initial noise and cleanliness complaints have escalated to frequent neighborhood disturbance complaints, two car accidents, parking violations, county health inspection(s), repeat construction code violations, and in general activities that **totally infringe on the rights of the neighboring residents to enjoy their own homes, impose an unacceptable burden on our personal and financial resources, and jeopardize the safety and well-being of the community!**

2. A lack of adult supervision and the effects of underage drinking and drug use have generated a genuine safety and health threat. The teenage occupants of this residence clearly do not care about the general well-being and rights of their neighbors, nor do they comply with the laws, codes, or statutes of the City of Burien. The owner of the property no longer occupies the residence and has provided little to no response to neighbor concerns. The situation has reached unbearable proportions and the threat of injury, or worse, has become an everyday concern. The obvious negative impacts of the unacceptable behavior on residents are dwarfed by the damage and the injury/loss-of-life potential that lurks once these individuals get behind their wheels after their frolicking encounters.

3. A recent display of total disrespect to a neighbor adult in the direct presence of a police officer (Officer Galusha), after a typical weekend disturbance event, indicates that little to no improvement can be expected. The neighboring residents are hereby collectively voicing their concerns for the welfare of the entire community and respectfully requesting your timely and measured response to the aforementioned issues and concerns. Please accept our sincerest appreciation in advance.

Respectfully submitted,

The Undersigned Residents

CFTR: 04/04/11

Name	Address	Signature
Forest Lane	16220 25 th Ave S.W.	Janet Jones
JIM SHARKEY	16025 25 th AVE SW	J. Sharkey
MARY JANE LANE	16220 25 th Ave. S.W.	Mary Jane Lane
ERIK H. SIDERITS	16004 25 th Ave SW	Erik H. Siderits
Snow Rainier	15918 25 th SW	Snow Rainier
Gary & Larde Hogan	15919 25 th Ave SW	Gary & Larde Hogan
Thomas Fox	15902 25 th Ave SW	Thomas Fox
Peggy Sharkey	16025 25 Ave. S.W.	Peggy Sharkey
Nancy Adams	15920 Maplewild Ave SW	Nancy Adams
John C. Adams	15920 Maplewild SW	John C. Adams
Marybeth Fox	15902 25 th Ave S.W.	Marybeth Fox

Lisa Clausen

From: Cole, Carl [Carl.Cole@kingcounty.gov]
Sent: Thursday, March 31, 2011 11:00 AM
To: robertallisón@juno.com
Cc: Lisa Clausen; Henry McLauchlan (Burien PD); Carl Cole - Burien PD
Subject: Speeding Police Car Unauthorized

Mr. Allison,

Thank you for your email to Burien City Council dated March 28, 2011. I have determined who the driver of the car was and that he was not engaged in police work that would normally call for fast driving at the time you reported your observations. I will direct his supervisor to talk to him about the negative impression his driving left on you as well as going over our driving policy with him to ensure that he knows safe driving within the law is our expectation. As you suggest, this incident will be documented in his personnel file to give us the ability to track these things. If his driving has similar impact on other citizens, future remedies may be more severe.

Under WA State law, speeding is an infraction and Notices of Infraction (commonly called citations) can only be issued by Certified Peace Officers and before they can issue them, they have to personally observe the violation. While I appreciate your willingness to participate in the process, issuing a ticket is not an option.

I apologize for any distress you experienced over this situation. Should you wish to discuss this further or have any questions, please call Sergeant Henry McLauchlan at 206/296-3351.

Thank you,

Captain Carl Cole

Burien Police Department
206/296-3341 (W)
206/423-2941 (C)

CFTR: 04/04/11

Lisa Clausen

From: Public Council Inbox
Sent: Monday, March 28, 2011 12:23 PM
To: 'ROBERT E ALLISON'
Subject: RE: Speeding Police Car Unauthorized

Thank you for your message to the Burien City Council. It will be provided to the Police Chief and City Manager and included in the Correspondence for the Record for an upcoming Council meeting.

L. Clausen
City Manager's Office

From: ROBERT E ALLISON [<mailto:robertallison@juno.com>]
Sent: Monday, March 28, 2011 9:53 AM
To: Public Council Inbox
Subject: Speeding Police Car Unauthorized

ROBERT ALLISON
21534 26 AVE W
BRIER, WA 98036
425-672-1459

March 28, 2011

Speeding Police Car: 3-27-2011

On Sunday Morning March 27, 2011 I had occasion to observe a Burien Police Car traveling at a high rate of speed. I first observed this occurrence Northbound I-5 at approximately the Interurban and approaching the Boeing Access RD or Empire Way if you will. The driver was in the HOV lanes approaching behind me, as I was in lane three. My speed was 60 MPH when I was passed by this high rate driver. Time was 4:45 AM. This vehicle was well marked and was not using any overhead lights while speeding. This person continued speeding up to and maintaining 76 MPH in a 60 zone. I followed this person and documented the speed several times as I did with the vehicle license plate number. During this episode we passed a State Patrol Car who had its overhead lights on that had made a stop from an apparent violator car on the right at Empire Way. Please do not say I have no evidence to support my allegations.

The subject continued North Bound as I backed off to 60 MPH. Since there was not much traffic that time of the morning I was able to see this person exit at James St. I cannot say for sure if this subject was male or female for it was dark and I was focusing on vehicle, license plate, and ID on the back of the car. Yes, it was fully identifiable.

License is WA 83370C

I am in the position of requesting a citation to written on this person and I will be available to sign and if necessary respond to court to show cause. I have a good idea this will not happen for this incident will be investigated but no citation will be given. I would like to remind all of you who are reading this to ask yourselves why does this person have the right to get away with this kind of behavior. We all are supposed to be responsible for our actions but obviously there is an exception to police employees.

I DO know how your system works. This subject will be called in to explain and it will go into his file. I also know if this has happened on several occasion's this person may be disciplined. If he or she is disciplined they will write a grievance to their union, free of charge, and the end result will be the grievance will be downgraded to something other than what it should be. Does the taxpayer get the same resource? No

This proves police employees get away with the very same bad driving behavior that they themselves are out there enforcing on the taxpayer. Please tell me where I am wrong.

If I can be of further assistance on this matter please contact me at my telephone number above or e-mail.

ROBERT ALLISON

Monica Lusk

From: Monica Lusk
Sent: Wednesday, March 30, 2011 10:30 AM
To: 'Chestine Edgar'
Cc: Susan Coles; Lisa Clausen; Michael Lafreniere
Subject: FW: RFP on Parks Master Plan
Attachments: To the Burien Planning Commission-RFP on Park plan.doc

Thank you for your message. It will be provided to the Planning Commission and included in the Correspondence for the Record for the April 4 Council meeting.

Monica Lusk, City Clerk
City Manager's Office

From: Chestine Edgar [mailto:c_edgar2@yahoo.com]
Sent: Wednesday, March 30, 2011 10:05 AM
To: Monica Lusk
Subject: RFP on Parks Master Plan

Hello Monica Lusk,

Attached is a letter that I would like to be included in the packets for the Planning Commission and the City Council. It relates to RFPs and the bidding process required of public agencies.

Thank You.

Chestine Edgar

CSTR:04/04/11

To the Burien Planning Commission
To the Burien City Council
Re Parks, Recreation and Open Space Plan
March 21, 2011

To the Burien Planning Commission;

This letter is in response to the March 22, 2011 Planning Commission packet-City of Burien /Request for Qualifications to do the Parks, Recreation and Open Space (PROS) plan. I have several concerns related to the information contained in this RFP. They are as follows;

1. The RFP was put out to only a short list of providers and even then the RFP is so specifically written that it appears that it is written for a specific provider. The specifics of the sections on the timelines, survey and draft and final draft documents task sections are what my conclusion is drawn from. This RFP was put out with such short timelines that it suggests that only a contractor that had previously worked with the city would have the time to research and prepare a proposal for this project. **For that reason, this does not seem to be an open and competitive bid process on a public project valued at \$70,000.**
2. **Task 300-page 5-** fails to include interviews with a groups of stakeholders that in close proximity to the parks and open spaces. **It completely overlooks their observations and concerns about parks that impact their immediate neighborhoods, private property and quality of life.**
3. **Task 400- page 5-** suggests that **just the 450 households that are surveyed will form the consensus of this plan. It seems very strange that the input from the other citizen involvement would not also be considered to develop the consensus for the plan also.**
4. **There is no mention of public hearings when this plan is before the Planning Commission or City Council for consideration or adoption.** Again, that seems to be a strange omission in what is supposed to be an open government planning process.
5. **This RFP and intended city plan speaks to inventorying and setting a priority list for acquisition and development of park lands and open spaces in the city. The part of the city that is east of Ambaum is very limited in the number of parks that it currently has.** I find it very strange the city have just given up its and the citizens vested rights to at least 70+ acres of park, open space and public use lands to the Port of Seattle in the NERA neighborhood with no compensation for the relinquishment of these vested rights. The passage of Ordinance 551 gave up the Burien citizens vested rights to this land for open space, parks and public use. **If we did not need that land east of Ambaum for open space, parks and public space, why is the city now talking about acquiring and needing more park and open space land? Rose Clark/Council Member has spoken on numerous occasions about had badly the eastside of the city needs more parks. Plainly state, we just gave away 70+ acres of land designated for park and open space use and now in this new plan we are talking about how to acquired new lands for parks and open space-this does not make sense.**

In conclusion, I am concerned that this RFP is not really an open bid process on a public project and that portions of this RFP do not include appropriate levels of public participation. Lastly the relinquishing of lands that were in the Comp Plan for public use being converted to commercial use concerns me especially when these lands still appear to be needed by the citizens for parks and open spaces. I did speak against Ordinance 551-Amendment 2010-1 when it was up this board.

Sincerely,
Chestine Edgar

DRAFT



Burien
WASHINGTON

CITY COUNCIL MEETING MINUTES

March 28, 2011

SPECIAL MEETING, Miller Creek Conference Room, 3rd Floor

For the purpose of conducting Arts Commission interviews

6:00 p.m.

SPECIAL MEETING, Miller Creek Conference Room, 3rd Floor

For the purpose of holding an Executive Session to discuss 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 Arts Commission interviews.

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

Administrative staff present: Mike Martin, City Manager.

Interviews were held with applicants Michael O'Neill, Shelli Park, and Virginia Wright.

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 litigation per RCW 42.30.110(1)(i).

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

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 6:45 p.m.

CALL TO ORDER

Mayor McGilton called the meeting of the Burien City Council to order at 7:00 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, and Lucy Krakowiak. Councilmember Gordon Shaw was excused. Gerald F. Robison arrived at 7:49 p.m.

Administrative staff present: Mike Martin, City Manager; Craig Knutson, City Attorney; Richard Loman, Economic Development Manager; 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 March 28, 2011, Agenda.

King County Councilmember Joe McDermott noted his assignments to the Budget and Fiscal Management Committee, the Law and Justice Human Services Committee, and the Transportation, Economy, and Environment Committee and has appointments to the Sound Transit Board as a representative to South King County, and Chair of the Board of Health. Status was given on the King County and Sound Transit budgets. He spoke to the unincorporated North Highline area annexation.

PUBLIC COMMENT

The public present did not wish to address the Council.

CORRESPONDENCE FOR THE RECORD

- a. Email Dated March 11, 2011, from Christine Waldman, President, North Highline Unincorporated Area Council, Regarding North Highline Annexation.
- b. Response from Karen Ferreira, Emergency Management and Safety Coordinator, to Email Dated March 14, 2011, from Rachel Levine Regarding Public Safety.

Mayor McGilton spoke to a letter dated March 14, 2011, from residents of 25th Avenue SW and Maplewild SW regarding activities at 15929 25th Avenue SW.

CONSENT AGENDA

- a. Approval of Vouchers: Numbers 27725 - 27897 in the Amounts of \$440,532.97.
- b. Approval of Minutes: Council Meeting, March 14, 2011.

Direction/Action

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

BUSINESS AGENDA

Visioning Update

Brian Douglas Scott, Planning and Urban Design, provided an overview of the following: process; the Steering Committee; the input from the 10 Affinity Groups and web survey; emerging themes; and, the schedule that includes three public forums.

Burien Wellness Cluster Update

Jerry O'Day, President O'Day Media Group, stated the health care and wellness, educators, and local government concept was born from a European model. A media kit will be ready in April to get the Burien Wellness Cluster (BWC) brand and message to the media. There is a collection of over 20 different businesses involved in the health and wellness industry in Burien.

Jenni MacDonald, Principle of the Health Sciences and Human Services (HS3) located at the Evergreen Campus spoke to the benefits of partnering with the BWC: members conducted mock interviews with seniors, participated at the freshman's "Burien Wellness Healthcare Week," and provided internships.

Ruth Assefa, a HS3 Senior, spoke to her internship at the Robert Chow Dermatology Clinic, at which she experienced patient contact and learned the business aspect.

Councilmember Robison arrived at 7:49 p.m.

Motion to Approve Appointments to the Arts Commission

Direction/Action

Motion was made by Deputy Mayor Bennett, seconded by Councilmember Krakowiak, and passed unanimously to appoint to the Arts Commission Shelli Park to Position 3, Andrea H. Reay to Position 4, Robbie Howell to Position 5, Chloe Bjordahl Position 7, and Virginia Wright to Position 8 to full terms that will begin on March 28, 2011, and end on March 31, 2015, and to appoint to the Arts Commission Michael O'Neill to Position 6 for an unexpired term that will begin on March 28, 2011, and end on March 31, 2013.

City Business

Mike Martin, City Manager, spoke to the following:

Army Corp asked to support Seahurst Project

Trees are being planted along Ambaum Boulevard SW

1st Visioning Public Forum on April 16 from 10:00 a.m. to Noon at Seahurst Elementary School

Seattle City Council will advance a vote on annexation in February 2012, and will neither obstruct nor object to Burien annexing the unincorporated North Highline area

Follow-up

Staff will include information on the increase in domestic violence and changes in the community to the upcoming update on the North Highline annexation, address the residential complaints regarding 15929 25th Avenue SW, and look into complaints regarding skateboard activity at the City Hall/Library building.

Review of Council Proposed Agenda Schedule

Follow-up

Staff will: include information on contracting vs. in-house and a comparison on King County contract costs for the upcoming Update on Animal Control; schedule a discussion on raising the threshold for B&O tax, a presentation by Metro on the Regional Transit Program, and a presentation on King County Solid Waste Division's proposed one year rate increase.

COUNCIL REPORTS

Councilmember Block reported on the Highline Forum meeting he attended with Councilmember Clark.

ADJOURNMENT

Direction/Action

MOTION was made by Deputy Mayor Bennett, seconded by Councilmember Krakowiak and passed unanimously to adjourn the meeting at 8:17 p.m.

Joan McGilton, Mayor

Monica Lusk, City Clerk

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Motion to Approve Appointments to the Parks & Recreation Board		Meeting Date: April 4, 2011
Department: City Manager	Attachments:	Fund Source: N/A
Contact: Monica Lusk, City Clerk		Activity Cost: N/A
Telephone: (206) 248-5517		Amount Budgeted: N/A
Adopted Work Plan Priority: Yes No <input checked="" type="checkbox"/>	Work Plan Item Description:	
PURPOSE/REQUIRED ACTION:		
<p>The purpose of this agenda item is for Council to make appointments to the Parks & Recreation Board. Council held interviews on March 14 & 28 and prior to the April 4 Council meeting.</p>		
Background (Include prior Council Action and Discussions):		
<p>A call for volunteers to serve on Burien's Parks and Recreation advisory boards was placed in the Highline Times, Burien City News, on TBC21, the B-Town Blog, White Center Now and on the City's website. Four applications for the Parks & Recreation Board were received to fill three vacancies for expired terms.</p>		
OPTIONS (Including fiscal impacts):		
<ol style="list-style-type: none"> 1. Appoint applicants to fill all the advisory board vacancies with the terms noted. 2. Appoint an applicant to fill a vacancy with the term noted, and re-advertise a call for volunteers. 3. Do not appoint any of the applicants, and re-advertise. 		
Administrative Recommendation: Per Council direction.		
Committee Recommendation: N/A		
Advisory Board Recommendation: N/A		
Suggested Motion:		
<p style="text-align: center;">Move to appoint to the Parks and Recreation Board _____ to Position 2, _____ to Position 3, and _____ to Position 4 to full terms that will begin on April 4, 2011, and end on March 31, 2015.</p>		
Submitted by: Monica Lusk	Mike Martin	
Administration _____	City Manager _____	
Today's Date: March 30, 2011	File Code: <u>R:/CC/AgendaBill2011/040411cm-2</u> <u>advbdappts pks</u>	

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Public Hearing on and Possible Motion to Adopt Proposed Ordinance No. 552, Relating to Local Improvement District (LID) #3		Meeting Date: April 4 th 2011
Department: Public Works	Attachments: 1. Ordinance No. 552 Forming LID # 3 and Ordering the Work; 2. Public Works Staff Report; 3. Metes and Bounds Description of LID # 3 4. Map of Boundary of LID # 3 5. Project Activities	Fund Source: LID Activity Cost: \$68,000 Amount Budgeted: N/A (Residents Pay 100 %) Unencumbered Budget Authority: N/A
Contact: Larry R. Blanchard, Director		
Telephone: (206) 248-5514		
Adopted Initiative: Yes No X	Initiative Description: N/A	
<p>PURPOSE/REQUIRED ACTION: Property owners of property along SW 116th Place petitioned the City to form LID # 3. City Council accepted the petition as the Public Works Director found the petitions to be in order, and the Street and Drainage Improvements were found to cost approximately \$68,000 based on the Public Works Director's estimate of cost. The City Council has since set a public hearing date for April 4th, 2011 and will hear proponents and opponents testimony to determine if the City will proceed forward with the LID.</p> <p>BACKGROUND (Include prior Council action & discussion): At the October 25, 2011 City Council meeting a motion was made by Councilmember Block, seconded by Deputy Mayor Clark, and passed unanimously to authorize the distribution and submittal of the petition to form an LID to Fund Street and Drainage Improvements to SW 116th Place. Mr. Gough, the original petitioner to form the LID, has obtained 11 out of 14 (79% of the property owners) signatures. Resolution 319 set a Public Hearing Date of April 4th, 2011 for the formation of the LID # 3, and based on the number of petitions the properties included in the LID # 3 was reduced to 12. Upon hearing testimony from proponents and opponents alike the City Council may request that an Ordinance be submitted to them Forming LID # 3 and ordering the work to be completed. After project completion the final assessment roll will be submitted to the City Council and a hearing will occur @ that time.</p> <p>OPTIONS (Including fiscal impacts):</p> <ol style="list-style-type: none"> 1. Upon hearing the testimony from the proponents and the opponents to the formation of LID # 3, the City Council may consider Ordinance 552 establishing the LID and ordering the work to be completed. 2. Consider approval of Ordinance 552 establishing LID # 3 and ordering the work done @ the April 11th 2011 City Council Meeting. 3. Do not approve the formation of the LID. 		
Administrative Recommendation: Approve Ordinance No. 552, establishing LID # 3 and ordering the work done.		
Committee Recommendation: N/A		
Advisory Board Recommendation: N/A		
<p>Suggested Motion: Move to adopt Ordinance No. 552, Establishing Local Improvement District No. 3, and Ordering the Carrying Out of the Proposed Improvement.</p>		
Submitted by: Larry Blanchard	Mike Martin	
Administration _____	City Manager _____	
Today's Date: February 22, 2011	File Code: <a href="R:/CC/AgendaBills2011/040411pw-1 Res 319 publ hrg LID 116<sup>th</sup> Place">R:/CC/AgendaBills2011/040411pw-1 Res 319 publ hrg LID 116th Place	

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 552

AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, ORDERING STREET AND DRAINAGE IMPROVEMENTS TO SW 116TH PLACE IN ACCORDANCE WITH RESOLUTION NO. 319 OF THE CITY OF BURIEN; ESTABLISHING LOCAL IMPROVEMENT DISTRICT NO. 3 AND ORDERING THE CARRYING OUT OF THE PROPOSED IMPROVEMENT; PROVIDING THAT PAYMENT FOR THE IMPROVEMENT BE MADE BY SPECIAL ASSESSMENTS UPON THE PROPERTY IN THE DISTRICT.

WHEREAS, by Resolution No. 319, adopted February 28, 2011, the City Council declared its intention to order street and drainage improvements to SW 116th Place and fixed April 4, 2011, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers of the City Hall as the time and place for hearing all matters relating to the proposed improvement; and

WHEREAS, the City's Public Works Director caused an estimate to be made of the cost and expense of the proposed improvement and certified that estimate to the City Council, together with all papers and information in its possession touching the proposed improvement, a description of the boundaries of the proposed Local Improvement District, and a statement of what portion of the cost and expense of the improvement should be borne by the property within the proposed district; and

WHEREAS, that estimate is accompanied by a diagram of the proposed improvement showing thereon the lots, tracts, parcels of land, and other property that will be specially benefited by the proposed improvement and the estimated cost and expense thereof to be borne by each lot, tract and parcel of land or other property; and

WHEREAS, due notice of the above hearing was given in the manner provided by law, and the hearing was held by the City Council on the date and at the time above mentioned, and all objections to the proposed improvement were duly considered and overruled by the City Council, and all persons appearing at such hearing and wishing to be heard were heard; and

WHEREAS, the City Council has determined it to be in the best interests of the City that the improvement as hereinafter described be carried out and that a Local Improvement District be created in connection therewith;

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

Section 1. The City Council of the City of Burien, Washington (the “City”), orders the construction of the improvements more particularly described in Exhibit A attached hereto and by this reference incorporated herein.

All of the foregoing shall be in accordance with the plans and specifications prepared by the City’s Public Works Department and may be modified by the City Council as long as such modification does not affect the purpose of the improvements.

Section 2. There is created and established a Local Improvement District to be called Local Improvement District No. 3 of the City of Burien, Washington (the “District”), the boundaries or territorial extent of the District being more particularly described in Exhibit B attached hereto and by this reference incorporated herein.

Section 3. The total estimated cost and expense of the improvement is declared to be \$68,000 of which cost and expense not to exceed \$68,000 shall be borne by and assessed against the property specially benefited by the improvement included in the District, which embraces as nearly as practicable all property specially benefited by such improvement.

Section 4. In accordance with the provisions of RCW 35.44.047, the City may use any method or combination of methods to compute assessments that may be deemed to fairly reflect the special benefits to the properties being assessed.

Section 5. Local Improvement District warrants may be issued in payment of the cost and expense of the improvement herein ordered to be assessed, such warrants to be paid out of the Local Improvement Fund.

Section 6. In all cases where the work necessary to be done in connection with the making of such improvement is carried out pursuant to contract upon competitive bids (and the City shall have and reserves the right to reject any and all bids), the call for bids shall include a statement that payment for such work will be made in cash warrants drawn upon the Local Improvement Fund.

Section 7. The Local Improvement Fund for the District is created and established in the office of the Finance Officer. The collection of special assessments, interest and penalties thereon shall be deposited into the Local Improvement Fund.

Section 8. Within fifteen (15) days of the passage of this ordinance there shall be filed with the Finance Officer the title of the improvement and District number, a copy of the diagram or print showing the boundaries of the District and the preliminary assessment roll or abstract of such roll showing thereon the lots, tracts and parcels of land that will be specially benefited thereby and the estimated cost and expense of such improvement to be borne by each lot, tract or parcel of land. The Finance Officer immediately shall post the proposed assessment roll upon his index of local improvement assessments against the properties affected by the local improvement.

Section 9. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 10. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____^H DAY OF APRIL, 2011, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS ____TH DAY OF APRIL, 2011.

CITY OF BURIEN

Joan McGilton, Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:

Craig D. Knutson, City Attorney

Filed with the City Clerk: April ____, 2011
Passed by the City Council: April ____, 2011
Ordinance No. 552
Date of Publication: April ____, 2011



Burien

Washington, USA

400 SW 152nd Street • Suite 300 • Burien, WA 98166

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

www.burienwa.gov

March 29, 2011

Larry Blanchard, Public Works Director
City of Burien

Re: Staff Report for LID 3 - SW 116th Place Street and Drainage Improvements

The following is intended to provide information about Local Improvement District 3 – SW 116th Place Street and Drainage Improvements.

Description

Private property owners along SW 116th Place asked the City of Burien to work together to construct street and drainage improvements in and to SW 116th Place. The current drainage system includes both public and private runoff and would be better suited to be built to City of Burien Construction Standards. Once constructed, the drainage system will be dedicated to the City of Burien for future ownership and maintenance.

Boundary

Improvements will begin on SW 116th Place approximately 250' west of centerline at 30th Avenue Southwest. Please see the attached Metes and Bounds Description provided by Jonathan Becker, Project Manager for Duncanson Company, Inc and diagram showing the lots, tracts, and parcels of land and other property which will be specially benefitted by the proposed improvements.

Estimated Cost

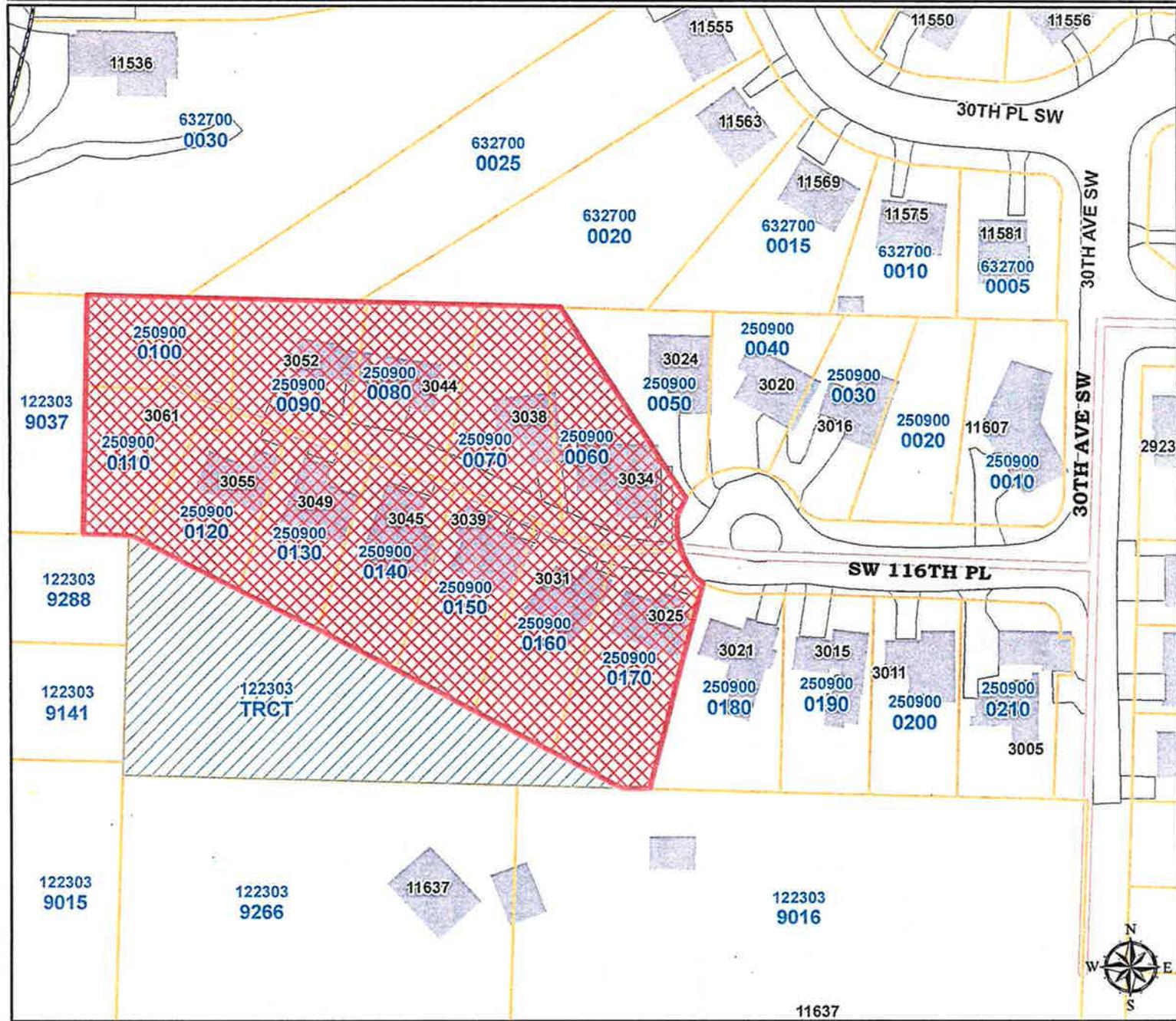
The total cost of the proposed improvements is estimated to be \$68,000 which includes surveying services, design engineering, construction management, administration, and cost to replace the existing storm pipe. The proposed assessment against each property is estimated to be \$5,666.67, with an estimated annual payment of \$1,141.85 for 5 years. The actual assessments may vary from the estimated assessments as long as it does not exceed a figure equal to the increased true and fair value of what the improvements add to the property. The City Council may modify the years of pay back up to 20 years.

Project Schedule

The City would like to begin construction as early as July 2011 and the estimated completion date would be December 2011.

Malissa Phok, Right-of-Way Inspector
City of Burien

LOCAL IMPROVEMENT DISTRICT 3 - SW 116TH PL



Legend

Parcels

- Tax Parcel
- Tract
- Multiple

Impervious Areas

- Driveway
- Roadway

Buildings

- Standing
- Proposed
- Proposed Demolition



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



Fenton Wood Description

Tax Parcels: 2509000060, 2509000070, 2509000080, 2509000090,
2509000100, 2509000110, 2509000120, 2509000130, 2509000140,
2509000150, 2509000160, 2509000170

That portion of the Fenton Wood Plat, recorded in Volume 72 of Plats, Page 79, records of King County, Washington; located in Section 12, Township 23 North, Range 3 East, W.M. described as follows:

Beginning at the northwest corner of Lot 10 of said Fenton Wood Plat;
Thence along the north line of said plat, South $88^{\circ}35'36''$ East 328.00 feet to the northeast corner of Lot 6 of said plat;
Thence along the east line of said Lot 6, South $33^{\circ}14'37''$ East 159.15 feet to the beginning of a non-tangent curve, concave to the east, the radius point of which bears South $57^{\circ}10'51''$ East 45.00 feet, said curve also being the westerly margin of Southwest 116th Place;
Thence along said curve and margin of said Southwest 116th Place 65.43 feet through a central angle of $83^{\circ}18'37''$ to the northeast corner of Lot 17 of said Fenton Wood Plat;
Thence along the east line of said Lot 17, South $16^{\circ}18'25''$ East 145.10 feet to the south line of said Fenton Wood Plat;
Thence along said south line for the next three courses, North $88^{\circ}35'36''$ West 17.87 feet;
Thence North $62^{\circ}50'07''$ West 379.70 feet;
Thence North $88^{\circ}35'36''$ West 33.00 feet to the southwest corner of Lot 11 of the Fenton Wood Plat;
Thence along the west line of said Fenton Wood Plat, North $01^{\circ}45'52''$ East 165.00 feet to the Point of Beginning.



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City of Burien

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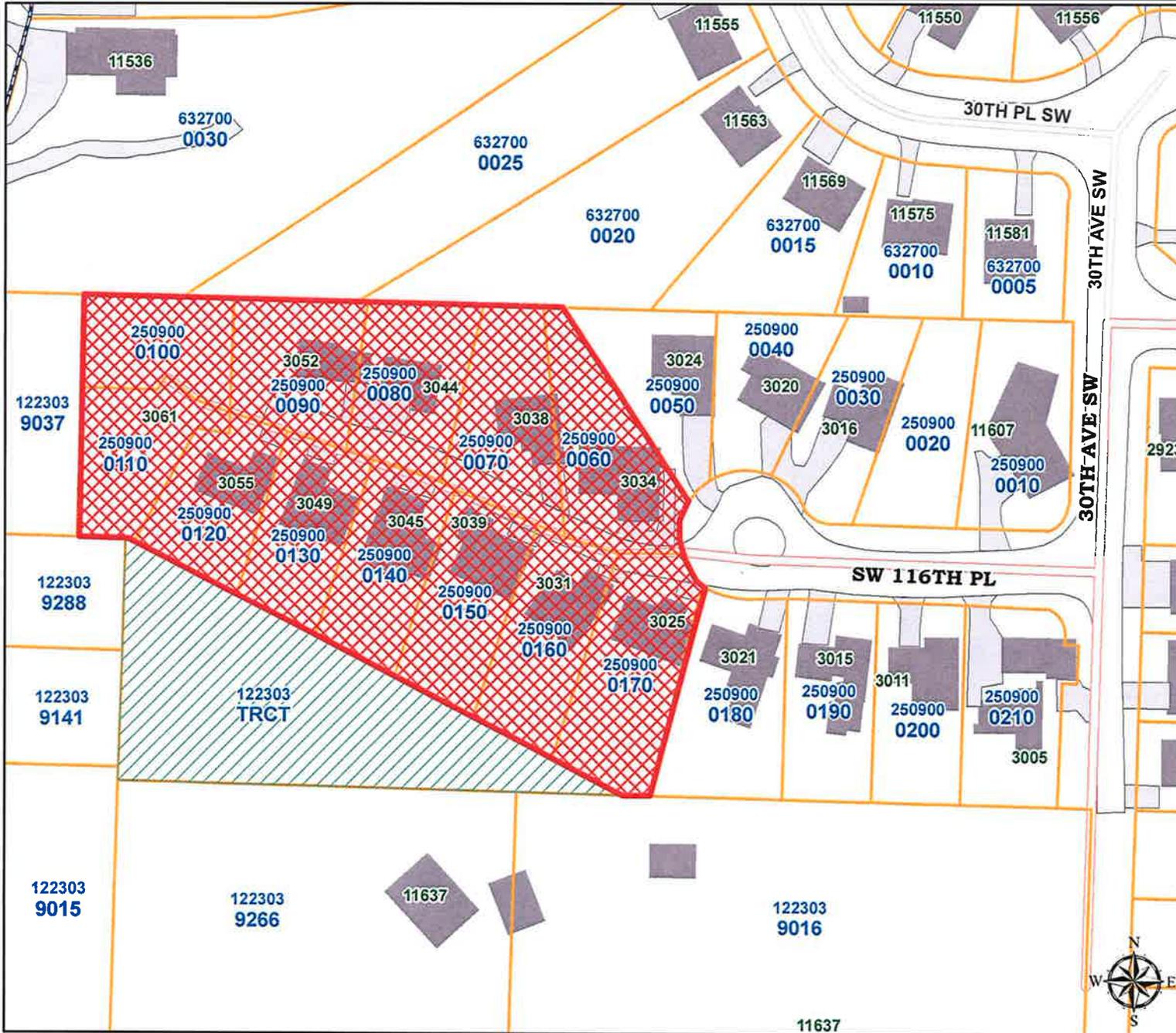
Tax Parcels: 2509000060, 2509000070, 2509000080, 2509000090,
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LOCAL IMPROVEMENT DISTRICT 3 - SW 116TH PL



Legend

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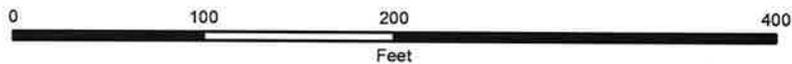
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SW 116TH PLACE DRAINAGE IMPROVEMENT PROJECT**Proposed Formation Local Improvement District****Project Activities**

Step	Activity	Description
1	Filing of LID Petition	Closing dated for filing of a petition signed by the owners of property aggregating a majority of the area of the proposed LID (RCW 35.43.120)
2	Certification of Sufficiency	Engineers determines sufficiency of petition, and prepares cost estimate, assembles other statutorily require information and certifies it to the council (RCW 35.43.130)
3	SEPA Determination	The proposed LID is categorically exempt from SEPA (WAC, Chapter 197.11.800(17))
4	Declaration of Intent to form LID	Adopt resolution declaring intention to form LID and fix public hearing date (RCW 35.43.125 and 130)
5	Notice of Hearing	Mail notice of public hearing at least 15 before the date fixed for hearing to the property owners of record on the rolls of the County Assessor (RCW 35.43.150 and 270)
6	Publish Resolution Declaring Intent to Form LID	Publish resolution declaring intent to from LID and fixing public hearing date in at least two consecutive issues of the official newspaper, the first publication being at least 15 days prior to the hearing (RCW 35.43.140)
7	Formation Hearing	Conduct hearing on formation of LID
8	LID Ordinance	Pass ordinance creating LID and ordering the improvement (RCW 35.43.070)
9	Publish Ordinance	Publish ordinance creating LID in official newspaper.
10	File Ordinance	Within 15days of formation, file ordinance creating LID, boundary diagram and preliminary assessment roll with City Treasurer. The City Treasures shall immediately [post the proposed assessment roll on the index LID assessments (RCW 35.50.005)
11	Expiration of time limit on litigation	No lawsuit may be maintained challenging the formation of the LID if not filed within 30 days after passage of the formation ordinance (RCW 35.43.100)
12	Final Assessment Roll	Preparation of the final assessment roll and hearing will occur following project completion

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion on Animal Control Services for Burien		Meeting Date: April 4, 2011
Department: City Manager	Attachments: 1. Draft Animal Control Services contract	Fund Source: General Fund
Contact: Jenn Ramirez Robson, Management Analyst		Activity Cost: N/A
Telephone: (206) 439-3165		Amount Budgeted: \$125,000 Unencumbered Budget Authority: N/A
Adopted Initiative: Yes No X	Initiative Description:	
<p>PURPOSE/REQUIRED ACTION: The purpose of this agenda item is to introduce the successful respondent to the City’s Request for Proposals for animal control services. No action is necessary. Councilmember Block has proposed bringing this service in house; if council agrees then a motion would be in order directing the city manager to do so.</p> <p>BACKGROUND (Include prior Council action & discussion): In April 2010, the Burien City Council chose not to participate in King County’s proposed regional animal control system and directed staff to develop an alternative program. In June, the City Manager executed the animal control services contract between the City of Burien and Dr. Leslie Kasper, for sheltering and field services. In January, Dr. Kasper gave the City six months notice that she would no longer be providing animal control services for Burien. Staff then republished the request for proposals for providing animal control services in the City. The attached contract is a result of a proposal submitted to the City.</p> <p>Concurrently, staff investigated partnering for that service with our neighbors. The cities of SeaTac and Tukwila have contracts with Regional Animal Services of King County that expire in January 2013 but are interested in exploring alternatives when they do. Staff also reached out to King County but it declined saying that “...we (King County) are concerned about how serving Burien might impact our existing partner cities.... And... we would have a hard time trying to remain within your budget” to do so.</p> <p>The City of Des Moines budgeted \$121,000 in 2011 for animal control and has one in-house Animal Control Officer (ACO) that is part of their police department. Staff estimates there was an additional, one-time startup cost of \$70,000. The primary job duties for the ACO include patrolling for animals at large, investigating animal-related complaints, preparing cases for court, and ensuring that animal owners comply with municipal ordinances. The Des Moines program does not provide for sheltering beyond the mandatory 3-day hold period for strays. The Burien contract provides for a similar level of field services and sheltering but it does provide the opportunity for a contractor to create a more comprehensive sheltering and adoption program should they wish to do so. It is our understanding that the proposed contractor intends to provide community outreach and educational programs and animal placement services in addition to the basic animal control services they would provide as stated in the contract.</p> <p>OPTIONS (Including fiscal impacts):</p> <ol style="list-style-type: none"> 1. This is an informational item; no council action is necessary. 2. Direct the city manager to explore a different alternative 		
Administrative Recommendation: The city manager intends to proceed as previously directed and execute a contract with Community Animal Resource Education Society unless council directs otherwise.		
Committee Recommendation: n/a		
Advisory Board Recommendation: n/a		
Suggested Motion: none required		
Submitted by: Administration _____ City Manager _____		
Today’s Date: March 29, 2011		File Code: \\File01\records\CC\Agenda Bill 2011\040411cm-1 animal control.docx

2011 – 2014 CONTRACT FOR ANIMAL CONTROL SERVICES

City of Burien and Community Animal Resource Education Society,
dba Burien Animal Care and Control

This Agreement is entered into by and between the City of Burien, Washington, a noncharter optional municipal code city hereinafter referred to as "the City", and Community Animal Resource Education Society, a non-profit corporation, dba Burien Animal Care and Control herein referred to as "the Contractor", whose principal office is located at 145 Southwest 153rd Street, Burien, WA 98166-2311.

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the resources to perform such services, and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City prior to the initiation of any specific task not included in the scope of services. If the scope or schedule is to be modified in any way, prior written approval is also required.
2. Compensation and Method of Payment. Payments shall be made by the City to the Contractor in the amount of \$ 10,000 per month. The total amount to be paid to the Contractor from May 1, 2011 through April 30, 2014 shall not exceed \$ 360,000. The Contractor shall complete and return Exhibit D, Taxpayer Identification Number, to the City on or before the execution of this Agreement.

With the monthly invoice, per the attached Billing Voucher (Exhibit B), shall be a monthly report of the past month's activities for which the invoice serves.

All funds received by the City to the Contractor under this agreement shall be used solely for the purposes of the non-profit organization.

3. Duration of Agreement and Contract Review. This Agreement shall be in full force and effect for a period commencing June 1, 2011 and ending April 30, 2014 unless sooner terminated under the provisions hereinafter specified. Due to the new nature of this contract, the contract

terms and services shall be reviewed by both parties no later than six months from the start date (by November 1, 2011) and periodically thereafter to determine if modifications to the scope of services and compensation are needed. Any changes shall be made in a written amendment to the contract.

4. Ownership and Use of Documents. All documents, drawings, specifications, computer files, photographs, calculations, models, maps, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

5. Independent Contractor. The Contractor is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of the City. Any and all employees of the Contractor or other persons while engaged in the performance of any work or services required of the Contractor under this Agreement shall be considered to be employees of the Contractor only, and not employees of the City. The Contractor and City agree to the following rights consistent with an independent contractor relationship:

A. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.

B. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.

C. The Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement; the City shall not hire or supervise any assistants to help Contractor.

D. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from City in the skills necessary to perform the services required by this Agreement.

E. City shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

The Contractor acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Contractor's status as an independent contractor. If the City is assessed, liable or responsible in any manner for those charges or taxes, the Contractor agrees to hold the City harmless from those costs, including attorney's fees.

The Contractor shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits to perform the work provided for herein.

This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the City. The City shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. City shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. City shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor agrees to maintain adequate insurance to cover any negligent acts committed by Contractor or Contractor's employees or agents while performing services under this Agreement.

6. Indemnification.

A. The Contractor agrees to indemnify the City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the Contractor, the Contractor's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Contract, either solely or in combination with the negligence or willful misconduct of third parties.

B. The City agrees to indemnify Contractor from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the City, the Cities employees, or agents in connection with this Contract, either solely or in combination with the negligence or willful misconduct of third parties.

C. If negligence or willful misconduct of both the Contractor and the City (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost or expense shall be shared between the Contractor and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

D. The Contractor hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any Contractor agent or employee against the City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

7. Insurance.

A. Commercial General Liability. The Contractor shall procure and maintain in full force throughout the duration of the Agreement commercial general liability insurance to cover

liability, bodily injury, and property damage. The Commercial General Liability insurance shall be written on an occurrence basis and shall provide coverage for any and all costs, including defense costs, and losses and damages resulting from personal injury, bodily injury and death, property damage, products liability and completed operations. Such insurance shall include blanket contractual coverage, including coverage for this agreement as now or hereafter amended and specific coverage for the indemnity provisions set forth herein. Coverage must be written with the following limits of liability:

Bodily and Personal Injury & Property Damage

\$ 1,000,000 per Occurrence

\$ 2,000,000 aggregate

- B. Professional Liability. In addition to the insurance provided for in Paragraph A above, the Contractor shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Contractor employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be maintained in an amount not less than \$1,000,000.00 combined single limit per claim/aggregate. For the purposes of this Paragraph "professional services" shall include but not be limited to the provision of any services provided by any licensed professional.
- C. Comprehensive Auto Liability. In addition to the insurance provided for in Paragraph A and B above, the Contractor shall procure and maintain in full force Comprehensive Auto Liability insurance shall include owned, hired, and non-owned vehicles on an occurrence basis with coverage of at least \$1,000,000 per occurrence.

If the Contractor does not have the required insurance, the City may require it to stop operations until the insurance is obtained and approved.

Certificates of Insurance reflecting evidence of the required insurance and approved by the City's responsible Department Director or designee for the Comprehensive General Liability policies described above, shall be sent to the City. The certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least 30 days' prior written notice has been given to the City. Contractor and its insurers, through policy endorsement, shall waive their rights of subrogation against the City for all claims and suits. The certificate of insurance must reflect this waiver of subrogation rights endorsement.

Each insurance policy required pursuant to this Agreement shall be primary and non-contributing as respects any coverage maintained by the City and shall include an endorsement reflecting the same. Any other coverage maintained by City shall be excess of this coverage herein defined as primary and shall not contribute with it. The certificate of insurance must reflect that the above wording is included in all such policies.

Each insurance policy obtained pursuant to this Agreement shall be issued by financially sound insurers who may lawfully do business in the State of Washington with a financial rating at all times during coverage of no less than rating of "A" and a class of "X" or better in the latest edition of "Best's Key Rating Guide" published by A.M. Best Company, or such other financial rating or rating guide approved in writing by the City's risk manager. In the event that at any time during coverage, the insurer does not meet the foregoing standards, Contractor shall give prompt notice to the City and shall seek coverage from an insurer that meets the foregoing standards. The City reserves the right to change the rating or the rating guide depending upon the changed risks or availability of other suitable and reliable rating guides.

Commercial general liability insurance policies obtained pursuant to this Agreement by the Contractor or required by the Contractor from its vendors and subcontractors for events, shall name the City as an additional insured without limitation, pursuant to an endorsement approved of by the City's responsible Department Director or designee.

Certificates of coverage as required by Paragraphs A, B and C above shall be delivered to the City on or before the execution of this Agreement.

8. Record Keeping and Reporting.

A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Reports - Printed Copies & Electronic Version: When reports are required to be submitted to the City pursuant to this agreement, Contractor will provide one printed copy to the City, and an electronic version. Said electronic version shall be submitted to the City in a computer format compatible with PC software programs in current use by the City (Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, Microsoft Publisher, Visio, AutoCAD, Adobe Acrobat).

10. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement. The Contractor shall permit the City, State and Federal Agencies, from time to time as the City deems necessary or as required by state, local, or federal law or regulation, to inspect and audit, at any and all reasonable times, all pertinent books and records of the Contractor and any other person or entity which has performed work in connection with or related to the Contractor's services under this Agreement to verify the accuracy of accounting records, and shall supply the City with, or shall permit the City to make, a copy of

any books and records and any portion thereof pertaining to work under this Agreement, upon the City's request. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any contract, agreement or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the Contractor's services under this Agreement.

11. Termination.

This Agreement in whole or in part may be terminated under the following conditions:

By written mutual agreement of both parties. Termination under this provision may be immediate.

- A. Upon six (6) months written notice by either party to the other of intent to terminate.
- B. For public convenience. The City may terminate this contract in whole or in part whenever the City determines in its sole discretion that such termination is in the interests of the City.
- C. Failure to comply with the conditions of this contract may be grounds for termination. Contractor will be allowed reasonable time to correct conditions not in compliance with Agreement. However, the City may terminate this contract on 60 days notice for documented performance failures.
- D. Upon 30 days notice by the Contractor, in the event of property loss of the leased premises or natural disaster preventing performance under this Agreement.
- E. Upon 30 days notice by the City in the event of a conviction of a crime committed by the Contractor or one of its agents in the course of performing under this Agreement.

If this Agreement is terminated by either party, the City agrees to pay to the Contractor all costs and expenses associated with services provided to the effective day of termination. Monies due and payable will be pro-rated based on the number of service days performed through the date of termination. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

Notwithstanding any termination hereunder, all requirements of this Agreement shall remain in full force and effect through the date of termination upon written notice from the City.

12. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement on the basis of race, creed, color, national origin, families with children, sex, sexual orientation, gender identity, marital status, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a disabled person.

13. Assignment and Subcontract. The Contractor may not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

The Contractor will assume full responsibility for administering and managing all of its subcontractor(s). All City communications concerning any subcontractor will be directed to the Contractor.

14. Conflict of Interest.

A. Governmental. No officer, employee or agent of the City who exercises any function or responsibilities in connection with the approval of, planning and carrying out of the program or services to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance, unless such interest is a remote interest as defined pursuant to RCW 42.23.040.

B. Contractor. The Contractor shall comply with all federal, state and City conflict of interest laws, statutes, regulations and policies as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the City. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor also agrees that its violation of the conflict of interest provisions of this agreement shall constitute a material breach of this contract subjecting the contract to termination. The Contractor has a continuing obligation to search and report any actual or potential conflicts of interest during the course of performing work under this Agreement.

C. Contractor Employees. The Contractor further covenants that, with respect to its performance of this Agreement, no person having any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder, shall be employed to perform or provide services under this Agreement. The Contractor further covenants that it will implement and enforce requirements that its employees, with respect to this Agreement or the activities assisted by or through this Agreement, (a) will not use their position for personal gain, (b) will not engage in activities that directly or indirectly, in fact or in appearance, conflict with in any manner or degree, the performance of the Contractor's services and obligations hereunder, (c) will not have or obtain, directly or indirectly, a pecuniary interest, either for himself or herself or for those with whom he or she may have business ties or immediate family ties, or (e) will not benefit directly or indirectly, in fact or in appearance, either for himself or those with whom he or she may have business ties, and (f) will not accept or engage in outside employment that would conflict directly or indirectly, in fact or in appearance, with his or her responsibilities under this Agreement.

15. Standard of Services. Contractor agrees to perform services with that standard of skill and diligence normally provided by a professional organization in the performance of similar services. It is understood that the Contractor must perform the services based in part on information furnished by the City and that Contractor shall be entitled to rely on such

information. However, Contractor is given notice that the City will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services.

Additional standards of service requirements shall include, but not be limited to, the following:

- Maintain good customer service skills;
- Respond to city/resident requests related to animal control services;
- Maximize use of volunteers for animal control operations/adoption coordination;
- Maintain professional appearance; and
- Exercise professionalism with the public and public agencies.

Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement are in accordance with generally accepted practices for handling and treatment of animals and professional standards and requirements of this Agreement.

16. Prohibited Use of Funds. None of the funds, material, property or services provided directly or indirectly in this Agreement shall be used in the performance of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Burien City council, the Washington State Legislature, the U.S. Congress, or any other legislative body.

17. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

18. Notices. Administrative notices to the City of Burien shall be sent to the following address:

Jenn Ramirez Robson
City of Burien
400 SW 152nd St., Suite 300
Burien, Washington 98166
Telephone: (206) 439-3165
E-mail: JenniferR@burienwa.gov

Legal notices shall be sent to the Burien City Clerk at the above address.

Notices to the Contractor shall be sent to the following address:

Name: Debra George, Community Animal Resource Education Society
Title:
Address: 145 Southwest 153rd Street
Burien, WA 98166-2311

Telephone number: _____
After Hours Emergency Number: _____
Fax Number:
E-mail:

19. City of Burien Business License. Contractor agrees to obtain a City of Burien business license prior to performing any work pursuant to this Agreement.

20. State of Washington Requirements. Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

21. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED this _____ day of _____, _____

CITY OF BURIEN, WASHINGTON

COMMUNITY ANIMAL RESOURCE
EDUCATION SOCIETY

By: _____

By: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

EXHIBIT A

DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

A. Enforcement of Animal Regulatory Laws

The Contractor shall be fully responsible for taking animals into custody, transporting animals, investigating animal control complaints, and administering and enforcing animal control regulations, as set forth in the City's Municipal Code and the animal control provisions of the King County Code that have been adopted by the City. The responsibilities will include, but may not be limited to, the following:

1. Complaints and Referrals: The Contractor shall, within a minimum of one business day respond to all animal control complaints referred to it by the public, appropriate officers, health services or other entities where the complaints constitute violations of the Burien Municipal Code. Records shall be kept on each complaint, to include action(s) taken and disposition(s).

2. Apprehension: Apprehend and impound stray dogs. The Contractor shall follow the procedures in the City's animal control regulations and shall return the dog to the owner, if known, while the contractor is in the field and shall issue a written warning or notice of violation to the owner instead of impounding the animal for a first time offense. Subsequent offenses shall be impounded. Vicious animals at large must be impounded. Complete and accurate records of all apprehensions and impounds, including disposition of the animal, shall be maintained.

3. Secure evidence of suspected violators. Evidence shall be recorded, properly identified, and stored in a secure location until such time as the evidence is no longer required.

4. Distressed Animals: Animals in distress, including hardship cases, such as owner arrest or house fires, must be impounded. If a distressed animal cannot be safely impounded, it must be humanely euthanized immediately. The method of euthanization must be approved by the City.

7. Other Equipment: The Contractor shall have equipment available for hauling large animals and shall stock dog and cat traps, and cat carrying cases, for use by residents. A current and accurate inventory of all equipment shall be maintained.

Additionally, the Contractor shall have computer chip detection equipment to be able to detect and read computer chips in animals to assist in locating the owner.

8. Emergency Response: The Contractor for animal control services shall be available twenty-four (24) hours a day, seven (7) days a week, on an emergency response basis. Emergency response shall be for:

- a. Vicious animals, or animals wild or domestic that may reasonably constitute a hazard to persons or other animals or threaten public safety.
- b. Animals with life-threatening injuries.
- c. Hardship cases or law enforcement assistance matters.

9. Court Appearances: The Contractor may, on occasion, be required to appear in court in support of enforcement action. The Contractor shall not receive additional compensation for these appearances.

10. Special Assistance: From time to time special assistance may be required to respond to unique circumstances and/or animal care needs. Such special assistance or care shall be the responsibility of the Contractor.

11. Enforcement Authority: In accordance with Section A. 14 below, the Contractor is authorized to impound animals, issue notices of violation and/or corrective action, determine animals to be vicious and prescribe compliance requirements therefore, and take other enforcement measures as set forth in the City's animal regulatory ordinances, provided that only City police officers are authorized to issue criminal citations.

12. Reporting: The Contractor shall provide complete and accurate reports to the City pertaining to the enforcement activities.

13. Telephone/Fax/Email: All inquiries via telephone, fax or email must be answered during regular business hours and there must be a number or rotating contact whereby the contractor may be contacted 24 hours a day, seven days a week on an emergency response basis. All calls for service shall be logged and a disposition recorded.

14. Enforcement Officers: All of the Contractor's enforcement officers shall have and maintain current knowledge of the City's animal control regulations and shall be authorized by the City Manager to enforce said regulations by such measures as impounding animals, issuing notices of violations and/or corrective action, determining animals to be vicious and prescribing compliance requirements therefore, and taking other enforcement measures as set forth in the City's animal regulatory ordinances.

The Contractor's enforcement officers shall not issue criminal citations. Whenever evidence of an animal control violation is discovered that the enforcement officer or the City police department believes warrants criminal investigation and/or prosecution, the enforcement officer shall coordinate with the police department as necessary and appropriate, including providing the department with a written report and assisting with further investigation.

All of the Contractor's enforcement officers shall provide due process to animal owners in accordance with the City's animal control regulations, including but not limited to providing notice to owners of enforcement actions and appeal rights.

All of the Contractor's enforcement officers shall be suitably uniformed to present a clean, respectable image to the public and shall utilize techniques for dealing with the public in a professional manner.

All of the Contractor's enforcement officers shall be trained and receive continuing education in investigation, reports preparation, and issuance of notices of violation and/or corrective action. All enforcement officers shall also be trained and receive continuing education in methods of

animal control and handling procedures, in order to ensure officer safety, safety to the community, and the best possible handling of animals.

15. Cruelty Complaints: The Contractor shall respond to and provide resolution of complaints regarding animal cruelty. Whenever evidence of criminal animal cruelty is discovered, such complaints will be coordinated with the appropriate police agency for further investigation, along with a written report.

16. Activities Not Covered: The Contractor shall not generally be responsible for the following items:

- a. Removing dead animals from City roadways and rights-of-way.
- b. Responding to complaints or incidents involving wild animals, except where it is in the interest of public safety that the Contractor respond or to the extent of notifying the State Department of Fish and Wildlife.
- c. Rehabilitating and restoring to health animals that have been injured, neglected or abused beyond basic care needed to stabilize an animal during the impound period.

17. Records: The Contractor shall be required to develop its own record-keeping procedures and to maintain records of all animals it handles in the performance of the contract, which records shall at a minimum contain the following information:

- a. Description of the animal, including its breed, color, size, sex, disposition, where and how the animal was obtained, and the animal's owner if possible.
- b. Disposition of all complaints regarding animals.
- c. All dangerous or potentially dangerous animals and dog-bite incidents.
- d. All animals impounded, notices of violation issued, and the final disposition of such matters.
- e. Any additional information that may be required by the City through its regulatory ordinances.

The above-required information shall be available to the City on a monthly basis on approved forms as requested and shall be accessible to the City during normal business hours. Statistical information shall be provided monthly as required by the City.

18. Animal Transport Equipment: The Contractor shall be responsible for providing and maintaining sufficient patrol vehicles to carry out the enforcement activities of the contract. The patrol vehicles shall be conspicuously marked and identified, equipped with communication equipment and equipped in such a manner as to provide humane treatment for the animals transported. City owned equipment that the Contractor may utilize shall be returned to the City upon termination of this contract.

19. Random Patrol: In addition to providing the services indicated, the Contractor may be asked to provide random patrol as directed by the City.

B. Animal Shelter Facilities

The Contractor shall provide animal shelter services for all animals for which impounding or quarantine is authorized or ordered by the City or Public Health-Seattle & King County for animals subject to the City's jurisdiction. These facilities shall be operated and maintained on a 24-hour per-day basis, in a neat, clean and sanitary condition, in compliance with all applicable governmental statues, ordinances, rules and regulations and in conformity with established standards for humane animal care.

1. Shelter Hours: The Shelter or shelter representative shall be accessible for contact 24 hours a day, seven days a week on an emergency response basis. The animal shelter facility shall be opened to the public, with qualified staff on the premises, at least 40 hours each week, one day being Saturday, on a schedule approved by the City. The shelter will be closed on the following Holidays.

- a. Holiday Schedule
 - i. New Year's Day
 - ii. Memorial Day
 - iii. Independence Day
 - iv. Labor Day
 - v. Veterans Day
 - vi. Thanksgiving Day
 - vii. Christmas Day

2. Delivery of Animals: The Contractor shall provide a procedure whereby animals may be delivered to the shelter on a 24-hour basis.

3. Building: Contractor shall equip and organize the shelter to have an adequate number of dog kennels and cat cages, isolation facilities for sick dogs and cats, quarantine facilities for biters or injured animals, which are not necessarily sick, and access to large animal housing. The animal shelter shall be maintained in a clean and sanitary condition, and the Contractor will not permit any condition to exist that might constitute a public nuisance. The kennel shall comply with the best practices and/or professional shelter standards promoted by national animal welfare organizations, such as, but not limited to, the Humane Society for the United States (HSUS), American Humane Association (AHA), ASPCA or Association of Shelter Veterinarians. The facility site shall be operated in conformance with the local zoning regulations and shall comply with all Federal, State and local regulations. Contractor shall be familiar and comply with all State and City ordinances and shall be responsible for obtaining all necessary approvals, permits and business licenses from the City.

4. Acceptance and Care of Animals: The Contractor shall provide care and treatment to all animals held in custody consistent with industry standards. Adequate housing, food and water shall be provided and the shelter shall not be overpopulated.

5. Reunification: The Contractor must make all reasonable efforts to reunite animals with owners before euthanasia or adoption, which efforts shall include accessing current licensing records,

using contact information on owner provided tags worn by the animal, and scanning all animals to detect implanted computer chips.

6. Adoption: The Contractor shall be responsible for making every reasonable effort to prepare and present animals suitable for adoption by the public and to facilitate the same. Unclaimed animals will be made available for claim by City approved adoption agencies. The adoption process shall take place as determined by the City in consultation with the Contractor, and the process may include completion of an application or questionnaire to help verify the potential new owner is acceptable and gather information to match the new owner with an appropriate pet.

7. Inspection of Premises: The City, through its authorized representatives, shall have the right to enter upon and inspect the premises during regular business hours for the purpose of inspecting the facilities for the above-mentioned conditions.

8. Disposal of Unclaimed Animals: The Contractor shall provide for the adoption, transfer or humane disposal of unclaimed animals after holding them for a minimum period as follows:

- Licensed dog or cat: at least 120 hours after telephone contact by the Contractor or for at least two weeks after posting of the notification of impoundment by regular mail.
- Unlicensed animal: 72 hours from the time of impoundment.

Under no circumstances shall animals not adopted be sold for purposes of medical research or other activities without the consent of the City. The Contractor shall be responsible for maintaining animals beyond the minimum time as may be required for the completion of any judicial process or to the extent required by law.

9. Euthanasia: Arrange and/or provide for the humane euthanasia and disposal of unwanted animals. This shall be accomplished in a manner approved by Federal or State regulations and shall not subject such animals to any unnecessary pain. Euthanasia will be performed in an area isolated from the kennel and out of sight of visitors to the kennel. Euthanasia will be performed by certified technicians only. The manner of euthanasia must be approved by the City.

10. Records: The Contractor shall be required to develop its own record-keeping procedure and to maintain records of all animals brought into the shelter, which shall include information on:

- a. description of animal;
- b. reason it was brought in;
- c. who brought in the animal;
- d. from what location the animal was brought in;
- e. time frame of when animal brought in, how long it stayed, and when it was released, redeemed, adopted, or euthanized;
- f. fees collected;
- g. record of all adoptions with names and addresses of new owner; and
- h. record of licenses sold with names and addresses.

The above-required information shall be available to the City on a monthly basis on approved forms as requested and shall be accessible to the City during normal business hours. Statistical

information shall be provided monthly as required by the City. The City shall also receive records of all dangerous or potentially dangerous dog-bite incidents.

11. Equipment: The Contractor shall furnish all equipment and supplies used in performing the Contractor's obligations arising under this agreement, except equipment and supplies that the City will provide for start-up purposes. All equipment and supplies purchased pursuant to this agreement by Contractor shall be owned by the Contractor. All City owned equipment and unused supplies in Contractor's possession shall be transferred to the City within 30 days after the termination of this agreement.

12. Collect Fees: The Contractor shall be responsible for collecting appropriate impounding and boarding fees and submitting such to the City.

13. Licenses: The Contractor shall ensure that all animals released or adopted are properly licensed and vaccinated in accordance with City ordinances and shall remit license fees to the City.

14. Failure to Remit: Failure to remit records and/or fees on a monthly basis to the City can result in the City withholding service payment until resolved.

15. Audit Records and Reporting: The Contractor shall keep comprehensive records and submit regular reports to the City. All income and expenditures shall be recorded in accordance with generally accepted accounting principles. The financial records shall be subject to audit by the City at the time and place mutually convenient to the parties during the term and for a period of three (3) years thereafter. The Contractor understands that certain records may be subject to state mandated retention policies and public disclosure laws.

16. Periodic Review of Agreement: The City and the Contractor shall review the service levels and terms of this contract within six months from the start date of the agreement (by November, 2011) and periodically thereafter.

EXHIBIT B

Billing Voucher

To: City of Burien
400 SW 152nd St., Suite 300
Burien, Washington 98166
Phone: (206) 241-4647
FAX: (206) 248-5539

Contractor: _____ Telephone: _____

Mailing Address: _____

Specific Program: _____

Contract period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Invoice Number: _____ Date of Invoice _____

Authorized signature

BUDGET SUMMARY:

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this contract to date	\$ _____
Balance remaining	\$ _____

Note: If applicable, submit a separate voucher for each program which is funded by your City of Burien contract.

For Department Use Only

Approved for Payment:

Date: _____



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: April 4, 2011
SUBJECT: City Manager's Report

I. INTERNAL CITY INFORMATION

A. Training Taken by Building Staff

Building Staff took turns attending various training classes the week of March 28-31 at the Washington Association of Building Officials Annual Education Institute held at the Doubletree in Southcenter. Subjects included "Wind and Seismic Provisions", "Construction Defects, Failures & Repairs", "Rainwater, Greywater, and 2009 Uniform Plumbing Code", "Managing Floodplain Development", "Evaluating Buildings After a Disaster", "Code update for Permit Technicians", and "Advanced Means of Egress." These classes are necessary to stay up to date with current standards and to fulfill certification requirements.

B. The Old Switcheroo Update

Making big lifestyle changes can be tough. Whether it is trying to exercise thirty minutes per day, drinking more water, or remembering to floss your teeth, changing lifestyle habits that have been in place for years is daunting. The Old Switcheroo, a wellness campaign conducted January 10 – February 20, 2011, challenged employees to shift their focus away from big lifestyle changes and, instead, make small, everyday changes. Participants were asked to swap three not-so-healthy habits (like watching television) for three healthier habits (like walking ten minutes per day). 24 employees completed the program successfully. One month after the completion of the program, the Wellness Committee wanted to measure the value of the program to affect long-term behavioral change. The numbers are in and we are happy to report that 17 of the 24 Switcheroo participants, 71%, have confirmed that they are still practicing at least two of their three Switcheroos.

C. Public Works Repairs Storm Damage in Seahurst Park (Pg. 61)

Crews from the Public Works Department recently completed repairs to a stormwater catch basin in Seahurst Park (see attached). The damage occurred at the lower end of the Upper Parking Lot in the park, when a major storm event in December caused erosion around a blocked catch basin. Public Works crews worked collaboratively with Parks staff to coordinate and make the needed repairs.

D. Staff Assists With Mock Interviews at Evergreen High School

On March 9th, Human Resources Manager Angie Chaufty and Management Analyst Dori Babcock conducted mock interviews for students enrolled in Evergreen High School's HS3 program. The goal of the exercise was to give students a "real life" experience to prepare them for their transition into the job market. In preparation for their interviews, the students prepared resumes, identified a short-term career goal, and practiced interviewing with their teachers. The students then met one-on-one with the guest interviewers and responded to a list of common interview questions. At the conclusion of the exercise, interviewers provided specific constructive feedback to each student.

E. Larry Blanchard Makes Presentation at AWWA Conference – April 1st

Public Works Director Larry Blanchard gave a joint presentation with Margaret Dorchester, Lead Consultant, at the APWA Spring Conference on Performance Excellence in Government Agencies on April 1st. Margaret spoke about a few management concepts, approaches, and the evolution. Larry spoke about the application of each concept and how he was able to lead organizations to a more proactive and efficient agency that satisfies budgets, comprehensive plans, City Councils' expectations, and customers' needs. He spoke about his experience of what it takes to get from a chaotic and reactive organization to a proactive and well run organization. Malissa Phok (Burien ROW Inspector) worked with Larry and Margaret to put together a 50-minute presentation that best conveys their message while keeping the audience engaged.

F. Overlay Project Update

Storm drain repair work has been completed, which included more than a mile of replacement piping ranging in size from 12-inch to 24-inch diameter. Nearly 700 feet of pipe lining was installed, and the finish elevation of over 100 catch basins has been adjusted in order to provide for effective drainage and a smooth ride on the finished road.

Over the last week the asphalt grinding and deep pavement repair was completed for the entire length of SW/S 128th Street. This work was performed at night when the street could be completely closed to thru traffic, and allow for only local residents to drive amongst the machinery. Unfortunately, this also created a lot of noise and dust along the corridor causing some uncomfortable nights for residents along the way. On the positive side, work was completed in five nights with no traffic nightmares, avoiding nearly a month's worth of work and considerable traffic problems had the work been done during day.

II. COUNCIL UPDATES/REPORTS

A. Hotel Motel Taxes

Council requested the information below regarding Hotel/Motel tax:

Cities in King County can only impose a 1% tax on lodging due to a combined legal limit of 12% for both sales and hotel/motel taxes. The amount of hotel/motel tax that can be levied by the City of Burien is calculated below:

Sales tax less RTA (Transit)	8.2%
Hotel/Motel Tax pledged to Qwest Field debt service	2.0%
Hotel/Motel Tax pledged to WA State Trade & Convention Center	<u>2.8%</u>
Subtotal	13.0%
Less hotel/motel tax credited against sales tax	<u>-2.0%</u>
Combined total of current sales and hotel/motel taxes	11.0%
Legal limit of combined sales and hotel/motel taxes	<u>12.0 %</u>
Available taxing authority for hotel/motel tax	1.0%

Revenues from hotel/motel tax can only be used to fund tourism promotion, which is defined as, "activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists... and funding marketing of special events and festivals designed to attract tourists." Funds may be spent only on marketing special events and festivals, not on the costs of actually putting on the special event or festival.

To impose this tax, the City must form an advisory committee, consisting of at least five members. The committee membership must include at least two representatives of businesses that are required to collect the hotel/motel tax, two representatives involved in activities authorized to be funded by this tax and one elected City official.

The City of Des Moines has at least 6 hotels/motels and collects approximately \$20,000 per year.

SEAHURST PARK – Upper Parking Lot C B – PW project

Damaged: Dec. 12, 2010 **Repaired:** March 25, 2011



