



CITY COUNCIL MEETING AGENDA

September 16, 2013

6:30 p.m. - Special Meeting: executive session to discuss potential litigation

6:45 p.m. – Special Meeting: conduct Parks & Recreation Board interview

7:00 p.m. – Regular Meeting

- | | | | |
|---|--|---|--|
| 1. CALL TO ORDER | 2. PLEDGE OF ALLEGIANCE | 3. ROLL CALL | |
| 4. AGENDA CONFIRMATION | | | |
| 5. PUBLIC COMMENT | Individuals will please limit their comments to three minutes, and groups to five minutes. | | |
| 6. CORRESPONDENCE FOR THE RECORD | <ul style="list-style-type: none"> a. Email Dated August 12, 2013, from R. DeLorm. b. Letter Dated August 13, 2013, from Linda Plein. c. Email Dated August 13, 2013, from W. Deyman. d. Letter Dated August 14, 2013, from C. Edgar. e. Response from Management Analyst Nhan Nguyen to Email Dated August 18, 2013, from Betti Scott. f. Letter Dated August 28, 2013, from Robbie Howell. g. Response from Management Analyst Nhan Nguyen to Letter Dated September 3, 2013, from Betty Lou Kapela. | <ul style="list-style-type: none"> 3. 5. 7. 9. 11. 13. 15. | |
| 7. CONSENT AGENDA | <ul style="list-style-type: none"> a. Approval of Check Register: Numbers 35488 - 35696 in the Amount of \$1,320,835.22 for Payment on September 16, 2013; and Payroll Salaries and Benefits Numbers 5888 - 5902 for Direct Deposits and Wire Transfers in the Amount of \$255,151.79 for August 1 – 15, 2013, Paid on August 20, 2013, and Payroll Salaries and Benefits Numbers 5903 - 5924 for Direct Deposits and Wire Transfers in the Amount of \$307,703.49 for August 16 – 31, 2013, Paid on September 5, 2013. b. Approval of Minutes: Regular Council Meeting, August 19, 2013. c. Motion to Approve the Comprehensive Garbage, Recyclables and Compostables Collection Contract with CleanScapes, Inc. | <ul style="list-style-type: none"> 17. 47. 51. | |
| 8. BUSINESS AGENDA | <ul style="list-style-type: none"> a. Motion to Approve Appointment to the Parks and Recreation Board. b. Discussion and Possible Motion on Revised Arts Fund Recommendation Process. | <ul style="list-style-type: none"> 139. 141. | |

COUNCILMEMBERS

Brian Bennett, Mayor	Lucy Krakowiak, Deputy Mayor	Jack Block, Jr.	
Rose Clark	Bob Edgar	Joan McGilton	Gerald F. Robison

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

CITY COUNCIL MEETING AGENDA

September 16, 2013

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8. BUSINESS AGENDA (cont'd.)

- c. Discussion and Possible Motion to Adopt Ordinance No. 587, Amending the Zoning Code Regarding Multi-Family Recreation Space Standards in the Downtown Commercial Zone. 143.
- d. Discussion and Direction Regarding the Identification of Executive Search Firms to Interview and the Special Meeting Process. 257.
- e. Discussion On and Possible Motion to Approve Ordinance No. 585, Reducing the City's Gambling Tax Rate for Card Rooms and Amending Chapter 3.25 of the Burien Municipal Code and Discussion and Possible Motion to Approve Wizards 2011-2013 Payment Plan Agreement. 261.
- f. City Manager's Report. 275.

9. COUNCIL BUSINESS

10. ADJOURNMENT

RECEIVED

August 12, 2013

Re-Hearing on zoning change before the Planning Commission

AUG 19 2013

To the Burien Planning Commission

City of Burien

To the Burien City Council

I am opposed to the zoning changes that are being proposed by the city planning staff. These changes will only benefit apartment developers. They will not benefit the citizens of Burien or the budget deficit our city currently faces.

The zoning changes will give apartment developers a tax break and a fees break to put in low quality apartments in Burien. Reduced recreation and amenities associated with apartments are characteristics of low values apartments. Low value apartments attract low income renters and renters that qualify for section 8 housing. Burien already has more than its share of this kind of housing and renters. They bring huge Human Service needs with them that the city can't provide for.

Also someone will have to cover the cost of the tax breaks and reduced fees that these developers will not be paying to Burien. Those people who will have to cover that budget shortfall are residential property owners like me.

Burien needs quality apartments and housing so that it can develop the economic diversity that it needs. It is that kind of housing that will attract new citizens to the city that have the money to spend in the city to regenerate our economy and close the budget gap.

R.DeLorm

R. DeLorm
13254 2ND AVE. S.W.
BURIEN, WA. 98146

CFTR: 9/16/13

CC: Chip Davis, Community Development Director
Dan Trimble, Economic Development Director
Kim Krause, Finance Director
David Johanson, Senior Planner

RECEIVED

AUG 12 2013

CITY OF BURIEN

Rec'd. 8/14/13 @
7:15 PM

RECEIVED

AUG 19 2013

City of Burien

Please include these comments regarding the change in the requirements for zoning.
Thank you.

August 13, 2013

To the Burien Planning Commission:
To the Burien City Council:

I am opposed to the zoning changes that are proposed to the Burien codes and ordinances.

My concerns are as follows:

1. In 1993 the citizens voted to incorporate Burien into a city. One of the main reasons they wanted to incorporate was to stop the development of the low value apartments. These zoning changes are before the Planning Department are now proposing the development of low value apartments in the city. Burien has more than its fair share of low value/low income apartment dwellers already. The characteristic of low value apartments is reduced recreational space and reduced amenities. This is what we do not want and is why we are a city today.

2. In the Burien Visions Statement under Environment, there is this statement and I quote: "Burien treasures parks and open spaces, and welcomes opportunities for more." Changing the regulations by reducing the zoning requirements does NOT foster the open spaces as stated in the Burien Vision.

3. The City Town Center has high quality condos with a quality recreation center which attracts people with money to live and spend money in Burien which is good for the economy.

4. Most of the staff members are NOT residents of Burien and they are the ones making this proposal of devaluing future apartments. We have to live with the consequences of their decisions even when it is not the feelings of most residents of the city. Who would want to have future apartments with fewer amenities and little to no additional recreational space?

5. I feel that the staff is not paying attention to the sentiment of the citizens of Burien who want Burien to have quality apartments and condos. Having low value will cheapen the existing town units and make it more challenging to maintain the price points when the building next door has fewer amenities and almost no recreational area. Why down grade a quality project and substitute a lesser quality unit? Which is better for the city - low vs high quality apartments and condos? Isn't recreational space more desirable for the residents than to have limited recreational space?
How does having low value/low value help the city of Burien? Why would the staff even consider lowering the requirements?

6. It seems as if the staff thinks the wishes of the developer are more important than the desires of the citizens. The citizens are the ones that are paying their salary to do what the citizens want - not what the developer wants.

Based on all the factors, I oppose any changes to the zoning that does not require at least the SAME standards or higher for any future developments.

Sincerely,
Linda Plein

CFTR: 9/16/13

cc: Chip Davis, Community Development Director
Dan Trimble, Economic Development Director
Kim Krause, Finance Director
David Johanson, Senior Planner

David Johanson

RECEIVED

From: winona deyman [winonamary@msn.com]
Sent: Tuesday, August 13, 2013 10:43 PM
To: David Johanson
Subject: Public hearing before the Planning Commission on 8-14-13

AUG 19 2013

City of Burien

To the Burien Planning Dept.-Please enter this for the public record for the Planning Commission meeting/public hearing on August 14, 2013, send it the the Planning Commission members and members of the City Council.

To the Burien Planning Commission
To the Burien City Council

When Legacy purchased the Town Square lots it was with the understanding that the apartments that they built there were going to be higher quality apartments that were compatible with the Town Square condos. Now Legacy is requesting that these apts. be allowed to be lower quality than was promised. They have approached the Burien Planning Commission and the Burien City Council to reduce the amount of recreation space required for these apts. under the Burien zoning code and want a zoning code change.

As we all know what makes apartments higher in quality is the amount of recreation space, common space and balconies and the amenities in the buildings. By allowing the reduction of this recreation space, we are giving Legacy the go ahead to build low value apartments in our Town Square. I am flatly opposed to this.

Also by letting Legacy and other apartment developers use our park lands as a trade off for not developing recreational space with their buildings, we are allowing them to be moochers on the park lands without contributing to the park development and maintenance as well as enabling them to build low quality buildings at the Burien residential taxpayers' expense. Shame on the Burien Planning Department for even considering and promoting this as an idea.

The last thing we need are more low value apartments in Burien like were developed in the 1960s, 1970s and 1980s before the current zoning regulations were put in place. We incorporated into a city in 1993 specifically to avoid further apartment development of the type you are now suggesting we should allow again. As we all know, low value apts bring low income residents and Section 8 residents. Burien has the largest amount of this population of any city in South King County per area because of the cost per unit for renting. Burien doesn't need more of this population; it needs a higher income group to create economic diversity in the city's population and promote business sales in the city.

I am not opposed to apts. in Town Square or along our main corridors in the city but I expect them to be higher quality like are being put along the Redmond Transit Corridor. Allowing lower quality like this zoning change suggests just promotes the same low value apts. that we voted to get rid of. Again shame on the Planning Department for trying to promote this as a new and great idea.

I am opposed to the zoning change that this hearing is about on August 14, 2013.

W. Deyman

CFTR: 9/16/13

cc: Chip Davis, Community Development Director
Dan Trimble, Economic Development Director
Kim Krause, Finance Director

David Johanson,
Senior Planner

August 14, 2013
Comments for the Public Hearing on zoning changes for apts.
To the Burien Planning Commission
To the Burien City Council

RECEIVED

AUG 19 2013

City of Burien

Burien incorporated in 1993 and put new zoning regulations into place to stop the development of low value apartment development in the city as had occurred in the 1960s, 1970s and 1980s.

Those apartments were lacking in adequate recreational space. The families living in them today still have their children playing in the back streets, ~~alley~~^{alleys} and out on the public sidewalks due to the lack of recreational space in the units as well as in and on the building grounds. Now the Planning staff and Heartland are proposing restoring that low and mean quality of apartment building standard be restored for the city. I am opposed to this and ask that the Planning Commissioners vote against this change in the zoning code.

If Legacy could not afford to build to the standard that was in the city code, then it shouldn't have bothered to purchase the Town Square lots. They promised the citizens of Burien a level of building quality such as was at the Landing in Renton. Now they are requesting a 50% reduction in recreational space then they originally purchased into. Their intent is to use the small Town Square Park as part of their common recreational space to cut their costs of construction. I am opposed to this and ask that you vote against the model in the zoning change that allows this.

Lastly, the Heartland Report is a report that promotes giving apartment developers tax breaks at great cost to the citizens and City of Burien. Burien currently have a budget structural deficit and can't afford these types of tax breaks all along its transit corridors and still balance its budget. The Heartland Report is poorly written and the graphics are difficult to follow by the readers. The hypothesis to the thesis and its conclusion are flawed and incomplete because they ignore the economic impact to the city's budget should the city follow its priority choices. Additionally, It ignores the wishes of the citizens of the city in what they wish for future apartment development in the city.

C. Edgar *CE*

CFTR: 9/16/13

cc: Chip Davis, Community Development Director

Dan Trimble, Economic Development
Director

Kim Krause, Finance Director
David Johanson, Senior Planner

Copy for the City Council

Carol Allread

From: Carol Allread
Sent: Wednesday, August 21, 2013 10:08 AM
To: Council Members
Cc: Nhan Nguyen; Craig Knutson
Subject: FW: barking dogs

Good morning,

Below is information for you from Nhan Nguyen regarding an email that resident Betti Scott sent to the Public Council Inbox.

Thank you,
Carol

Carol Allread
Executive Assistant, City Manager Office
City of Burien
(206) 248-5508 Office
(206) 248-5539 Fax
carola@burienwa.gov

Dear Councilmembers,

Please see below for email from Betti Scott regarding barking dogs.

Upon receiving her email, I contacted Ray Helms, CARES' Animal Control Officer. Ray informed me that he had talked and met with Ms. Scott about the issue. He came out to the house of the party that Ms. Scott complained about. In the conversation with this party and looking around, he deemed that the dogs were healthy, well-fed and sheltered with a outdoor dog house. Usually, lack of any of these conditions would cause dogs to bark. It seemed to Ray that this wasn't the case here. Dog barking could also be the result of lack of exercise or the disturbance of wildlife such as raccoons.

Then I contacted Ms. Scott to give her the update, and explained to her the Burien's policies and procedures on barking dogs, which was adopted from King County:

1. First and foremost, we encourage the grieving party to talk to his/her neighbors to resolve the issue. In most cases, this would do the trick.
2. If the grieving party is hesitant to do so, our Animal Control Officer is more than happy to do so on the grieving party's behalf, as Ray has done in this case.
3. If the issue isn't resolved, and if we receive three complaints from surrounding neighbors of the same issue, then we will issue a warning to the dog owner, and go from there with citations and such.

Ms. Scott seemed to be satisfied with my explanations. I offered to her that Ray or I would be more than happy to assist her with the issue, should it comes up again.

Sincerely,

Nhan Nguyen
Management Analyst
Burien City Manager's Office

From: Public Council Inbox
Sent: Tuesday, August 20, 2013 11:03 AM
To: Nhan Nguyen
Subject: FW: barking dogs

From: Betti Scott [<mailto:ayanna herbs@comcast.net>]
Sent: Sunday, August 18, 2013 7:56 PM
To: Public Council Inbox
Subject: barking dogs

Council members. I have been a resident of Burien for almost 28 years. For the past year my sleep is constantly disturbed by a neighbor who neglects their dogs and allows them to bark all night. I have had very little to no sleep for the past 4 nights. It is affecting my health. I like to have my windows open at night and it sounds like the dog is outside my window. I have contacted Burien CARE but Ray says he there are no regulations about barking dogs just a curfew on human noise after midnight. Since when do dogs have more rights than a taxpayer? I know that the council has a lot to deal with keeping the city running but you need to make animal control at the top of your list. Please give Ray Helms some laws and regulations by which he can run CARE not just find homes for cats and dogs. My job is hospitality, safety and security but with the lack of sleep I am getting how effective do you think I am?

I have contacted the police who directed me to the city hall who directed me to Ray Helms at CARES but since he has no regulations about barking dogs I am still sleepless in Seattle. Please do something about the dog barking at 1512 SW 160th so I can get some sleep. Please don't make me come down there to your meetings and bring up the fact that you started CARES without any formal rules and regulations. Please be an effective government group and do something about animal noise control. Thank you Betti' Scott

To The Planning Commission
&
The Burien City Council

Regarding The Transit Corridor Redevelopment Gap Analysis

According to the Transit Corridor Redevelopment Gap Analysis staff presented to you, it appears the city plans to have the Planning Commission rubber stamp zoning code changes in the Downtown Commercial Zone. If the Planning Commission down grades the zoning code step by step without an overview of what minimal multi-family apartments will look like and what type of renters will occupy them, then the city is headed for a government subsidized multi-family community with the transit center the focal point of Burien Town Square. According to the report it appears the reduction of decks, patios and recreation space is just the beginning of what city staff has in store for the citizens of Burien.

Questions regarding Staff Recommendations at the end of the Transit Corridor Redevelopment Gap Analysis

Recommendation

- Study Expansion of Multi-Family Tax Exemption Program

Comment

The city is planning minimal multi-family redevelopment for Town Square

The Multi-Family only Tax Exemption is already in place for the area that has been described to you. 148th SW on the North, 153rd SW on the South, Ambaum Blvd on the West and 1st Ave S on the East. You might ask how much the city wants to increase the Tax Exemption time limit and area of Town Square, and how much of revenue loss this will be to the city?

Also, how much of these future apartments will also be subsidized by the remaining taxpayers?

If the Developers need so much incentive to build minimal multi-family housing in town square what will be the additional costs to support the maintenance and operations, including police and fire safety for these structures. Since there will no tax liability to the owners who will be paying for all of this?

- Code Refinement to increase Achievable Project Density

Comment

To what point does the city want to increase the density? How much minimal multi-family housing does the city think is achievable? How many minimal multi-family apartments does the city want to support the transit corridor?

CFTR: 9/16/13

cc: Chip Davis, Community Development Director
David Johanson Senior Planner

Kim Krause,
Finance Director
Dan Trimble, Economic
Development Manager

- Increase Commercial Zone Flexibility

What is the definition of commercial zone flexibility? Does this mean changing commercial to include residential minimal multi-family housing?

- Increase Density in RM-24 Zone (south of downtown)

Comment

Does this mean expanding the tax free zone to the south for developer incentive and increasing the density to RM48?

- Near-term Investments in Targeted High-Potential Areas

Comment

Town Square is a Targeted High-Potential Area and the city is moving rapidly, how many near term Investments are targeted for Town Square?

Burien has a structural Budget Deficit. How does the Heartland Study's promotion of tax exemption increases help to close that Structural Budget Problem or does it increase the deficit? It appears that expansion of the Multi-Family Tax Exemption will increase the deficit because we will be collecting reduced or no taxes in the designated Town Square area.

Please find out the answers to these questions,

Sincerely,

Robbie Howell

Robbie Howell
15240 20th ave SW.
Burien 98166

Carol Allread

From: Carol Allread
Sent: Friday, September 06, 2013 2:26 PM
To: Council Members
Cc: Craig Knutson; Nhan Nguyen
Subject: CFTR Response: Kapela
Attachments: Letter from Betty Kapela.pdf

Good afternoon,

Attached is correspondence from resident Betty Lou Kapela, and below is Management Analyst Nhan Nguyen's response. This will be included in the Correspondence for the Record in the 9/16 council packet.

Dear Councilmembers,

Please see attachment for Ms. Betty Kapela's letter to the Burien City Council. I telephoned Ms. Kapela and thanked her for writing to us. I informed her that there are resources in the community for at-risk youth. Southwest Youth and Family Services and NAVOS provide counseling and treatment programs for people with substance abuse problems. As for the issue of public alcohol consumption, it is illegal to do so in City of Burien, and our police officers would enforce this regulation. In case of witnessing life in danger, one should always call the 9-1-1 dispatcher, I informed Ms. Kapela. I provided Ms. Kapela my direct phone numbers in case she needs to contact me again. She thanked me for the phone conversation.

Sincerely,

Nhan Nguyen
Management Analyst
Burien City Manager's Office
206.439.3165

Sincerely,

Carol Allread
Executive Assistant, City Manager Office
City of Burien
(206) 248-5508 Office
(206) 248-5539 Fax
carola@burienwa.gov

Sept. 3, 2013

1:00 P.M.

City Council

Regarding the homeless
and drugged youth
in Burien.

Today I had a long conversation
with a 18 year old "drugged" young man
in the Dollar Store. He was inhaling
underarm deodorant. He wants help
but did not know where to turn.

On my way to City hall I
saw a man drinking out of a
bottle in front of old City Hall.
His new home.

It appears to me that Burien
needs a drop in shelter where the
at risk youth can get some immediate
help. I could not tell him where to go
other than City Hall.

Sincerely,

Betty Fox Kapala

425/885-7996

425/246-7282

City of Burien

CFTR: 9/16/13 response: 9/6/13

CC: Man Nguyen, management analyst

RECEIVED

SEP 03 2013

COMPUTER CHECK REGISTER

CHECK REGISTER APPROVAL

WE, THE MEMBERS OF THE CITY COUNCIL OF BURIEN, WASHINGTON, HAVING RECEIVED DEPARTMENT CERTIFICATION THAT MERCHANDISE AND/OR SERVICES HAVE BEEN RECEIVED OR RENDERED, DO HEREBY APPROVE FOR PAYMENT ON **This 16th day of September 2013** THE FOLLOWING:

CHECK NOS. **35488-35696**

IN THE AMOUNTS OF **\$1,320,835.22**

WITH VOIDED CHECK NOS. **0**

PAYROLL SALARIES AND BENEFITS APPROVAL

FOR **August 1st - August 15th** PAID ON **20th August 2013**

CHECK NOS. **5888-5902**

DIRECT DEPOSITS AND WIRE TRANSFERS IN THE AMOUNT OF: **\$255,151.79**

FOR **August 16th - August 31st** PAID ON **5th September 2013**

CHECK NOS. **5903-5924**

DIRECT DEPOSITS AND WIRE TRANSFERS IN THE AMOUNT OF: **\$307,703.49**

Accounts Payable
Checks for Approval



User: cathy
Printed: 09/12/2013 - 7:20 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
35488	08/27/2013	General Fund	Land and Land Improvements	Chicago Title	100,000.00
				Check Total:	100,000.00
35489	09/03/2013	Surface Water Management Fund	Office And Operating Supplies	Ace Hardware	9.84
				Check Total:	9.84
35490	09/03/2013	General Fund	Repairs And Maintenance	Tyco Integrated Security LLC	93.77
				Check Total:	93.77
35491	09/03/2013	General Fund	Office and Operating Supplies	Airgas USA LLC	101.47
				Check Total:	101.47
35492	09/03/2013	General Fund	Repair and Maintenance	All-Brite Professional Paintin	1,971.00
				Check Total:	1,971.00
35493	09/03/2013	General Fund	Utilities	Alpine Kiln & Equipment LLC	512.56
				Check Total:	512.56
35494	09/03/2013	Street Fund	Office And Operating Supplies	Alpine Products Inc	74.24
				Check Total:	74.24
35495	09/03/2013	General Fund	Office and Operating Supplies	Amerigas - Kent	226.52

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	226.52
35496	09/03/2013	General Fund	Office And Operating Supplies	Aramark Uniform Services	47.21
				Check Total:	47.21
35497	09/03/2013	General Fund	Arts & Culture Grants	Burien Arts Association	1,000.00
				Check Total:	1,000.00
35498	09/03/2013	General Fund	Professional Services	Basalt Environmental LLC	1,750.00
				Check Total:	1,750.00
35499	09/03/2013	General Fund	Registration - Trainng/Workshp	City of Bellevue	300.00
				Check Total:	300.00
35500	09/03/2013	General Fund	Telephone	JACK BLOCK JR	55.48
				Check Total:	55.48
35501	09/03/2013	General Fund	Animal Control Services	CARES	9,224.89
				Check Total:	9,224.89
35502	09/03/2013	General Fund	Sftwre Subscript & Licensing	CDW-G	1,897.11
				Check Total:	1,897.11
35503	09/03/2013	General Fund	Recreation Guide	Creative Fuel Studios	2,212.80
				Check Total:	2,212.80
35504	09/03/2013	General Fund	Wellness Activities	ANGELA CHAUFY	25.00
35504	09/03/2013	General Fund	Wellness Activities	ANGELA CHAUFY	25.00
35504	09/03/2013	General Fund	Wellness Activities	ANGELA CHAUFY	55.95
35504	09/03/2013	General Fund	Wellness Activities	ANGELA CHAUFY	155.95
				Check Total:	261.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
35505	09/03/2013	General Fund	Telephone	ROSE CLARK	53.62
Check Total:					53.62
35506	09/03/2013	General Fund	Office and Operating Supplies	Clay Art Center Inc	186.04
Check Total:					186.04
35507	09/03/2013	General Fund	Professional Services	CleanScapes Inc	1,244.60
35507	09/03/2013	General Fund	Professional Services	CleanScapes Inc	109.23
35507	09/03/2013	General Fund	Professional Services	CleanScapes Inc	82.13
Check Total:					1,435.96
35508	09/03/2013	General Fund	Telephone	CenturyLink	60.82
35508	09/03/2013	General Fund	Telephone	CenturyLink	47.08
35508	09/03/2013	General Fund	Telephone	CenturyLink	73.67
35508	09/03/2013	General Fund	Telephone	CenturyLink	49.37
35508	09/03/2013	General Fund	Telephone	CenturyLink	45.78
35508	09/03/2013	General Fund	Telephone	CenturyLink	45.78
35508	09/03/2013	Street Fund	Telephone	CenturyLink	50.66
35508	09/03/2013	Surface Water Management Fund	Telephone	CenturyLink	50.66
35508	09/03/2013	General Fund	Telephone	CenturyLink	46.58
35508	09/03/2013	General Fund	Telephone	CenturyLink	44.59
Check Total:					514.99
35509	09/03/2013	General Fund	Professional Services	Cardmember Service	87.60
35509	09/03/2013	General Fund	Registration - Training/Workshp	Cardmember Service	405.00
35509	09/03/2013	General Fund	Burien Marketing Strategy	Cardmember Service	235.65
35509	09/03/2013	General Fund	Operating Rentals and Leases	Cardmember Service	992.51
35509	09/03/2013	General Fund	CERT / Citizens Academy	Cardmember Service	54.21
35509	09/03/2013	General Fund	Computer Related Supplies	Cardmember Service	89.77
35509	09/03/2013	General Fund	Advertising/Legal Publications	Cardmember Service	25.00
35509	09/03/2013	General Fund	Drug Seizure Proceeds KCSO	Cardmember Service	25.00
35509	09/03/2013	General Fund	Drug Seizure Proceeds KCSO	Cardmember Service	25.00
35509	09/03/2013	General Fund	Drug Seizure Proceeds KCSO	Cardmember Service	50.00
35509	09/03/2013	General Fund	Admission and Entrance Fees	Cardmember Service	4.38
35509	09/03/2013	General Fund	Office and Operating Supplies	Cardmember Service	9.28
35509	09/03/2013	General Fund	Office and Operating Supplies	Cardmember Service	1,107.18
35509	09/03/2013	General Fund	Admission and Entrance Fees	Cardmember Service	617.50
35509	09/03/2013	General Fund	Office and Operating Supplies	Cardmember Service	13.14
35509	09/03/2013	Art in Public Places Fund	Works of Art	Cardmember Service	498.33
35509	09/03/2013	General Fund	Office and Operating Supplies	Cardmember Service	843.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
35509	09/03/2013	General Fund	Admission and Entrance Fees	Cardmember Service	546.00
35509	09/03/2013	General Fund	Senior Trips	Cardmember Service	199.50
35509	09/03/2013	General Fund	Citizens Patrol/ Crime Prevent	Cardmember Service	465.60
35509	09/03/2013	General Fund	Computer Related Supplies	Cardmember Service	391.98
35509	09/03/2013	General Fund	Computer Related Supplies	Cardmember Service	153.29
35509	09/03/2013	Street Fund	Registration - Trainng/Workshp	Cardmember Service	1,220.00
35509	09/03/2013	Surface Water Management Fund	NPDES Phase II	Cardmember Service	218.17
35509	09/03/2013	General Fund	Other Travel	Cardmember Service	16.00
35509	09/03/2013	General Fund	Office And Operating Supplies	Cardmember Service	15.86
35509	09/03/2013	General Fund	Office and Operating Supplies	Cardmember Service	826.98
35509	09/03/2013	General Fund	Office and Operating Supplies	Cardmember Service	649.44
35509	09/03/2013	General Fund	Fuel/Gas/Gasoline Consumption	Cardmember Service	68.09
35509	09/03/2013	General Fund	Office and Operating Supplies	Cardmember Service	97.56
35509	09/03/2013	General Fund	Advertising	Cardmember Service	50.00
35509	09/03/2013	General Fund	Wellness Activities	Cardmember Service	9.67
35509	09/03/2013	General Fund	Software Subscription Fees	Cardmember Service	59.95
Check Total:					10,070.89
35510	09/03/2013	General Fund	Drug Seizure Proceeds KCSO	COMCAST	68.30
Check Total:					68.30
35511	09/03/2013	General Fund	Professional Services	Comforce Inc	1,250.00
35511	09/03/2013	General Fund	Professional Services	Comforce Inc	375.00
Check Total:					1,625.00
35512	09/03/2013	Transportation CIP	Sylvester Bridge Participation	City of Normandy Park	58,050.38
Check Total:					58,050.38
35513	09/03/2013	Street Fund	Utilities-Street Lighting	City of Seattle	16.12
35513	09/03/2013	General Fund	Utilities	City of Seattle	118.34
35513	09/03/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	37.10
35513	09/03/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	16.23
35513	09/03/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	100.22
35513	09/03/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	28.92
35513	09/03/2013	General Fund	Utilities	City of Seattle	88.51
35513	09/03/2013	General Fund	Utilities	City of Seattle	63.95
35513	09/03/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	330.29
35513	09/03/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	98.15
35513	09/03/2013	Street Fund	Utilities-Street Lighting	City of Seattle	9.60
35513	09/03/2013	Street Fund	Utilities-Street Lighting	City of Seattle	11.20

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
35513	09/03/2013	Street Fund	Utilities-Street Lighting	City of Seattle	4,919.70
				Check Total:	5,838.33
35514	09/03/2013	General Fund	Utilities	City Of Seattle	51.35
35514	09/03/2013	General Fund	Utilities	City Of Seattle	56.91
				Check Total:	108.26
35515	09/03/2013	Street Fund	Operating Rentals And Leases	City of SeaTac	287.50
35515	09/03/2013	Surface Water Management Fund	Operating Rentals And Leases	City of SeaTac	287.50
				Check Total:	575.00
35516	09/03/2013	General Fund	Professional Services	Michael Dodds	500.00
				Check Total:	500.00
35517	09/03/2013	Street Fund	Office And Operating Supplies	Dunn Lumber Co.	15.00
				Check Total:	15.00
35518	09/03/2013	General Fund	Burien/Highline Jt Venture	Evergreen Comm. Aquatic Center	1,905.30
35518	09/03/2013	General Fund	Admission and Entrance Fees	Evergreen Comm. Aquatic Center	940.12
35518	09/03/2013	General Fund	Admission and Entrance Fees	Evergreen Comm. Aquatic Center	260.00
				Check Total:	3,105.42
35519	09/03/2013	General Fund	Repair/Maint-Vehicle	Elidrew, LLC	11.83
				Check Total:	11.83
35520	09/03/2013	General Fund	Telephone	ROBERT EDGAR	71.95
				Check Total:	71.95
35521	09/03/2013	General Fund	Professional Services	Heartland LLC	2,458.10
				Check Total:	2,458.10
35522	09/03/2013	General Fund	Admission and Entrance Fees	Highland Ice Arena	324.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount	
					Check Total:	324.50
35523	09/03/2013	Surface Water Management Fund	Office And Operating Supplies	ICON Materials	176.35	
35523	09/03/2013	Surface Water Management Fund	Office And Operating Supplies	ICON Materials	1,117.45	
35523	09/03/2013	Surface Water Management Fund	Office And Operating Supplies	ICON Materials	85.96	
					Check Total:	1,379.76
35524	09/03/2013	General Fund	Operating Rents & Leases	RICOH USA Inc	321.93	
35524	09/03/2013	Street Fund	Operating Rentals And Leases	RICOH USA Inc	12.44	
35524	09/03/2013	Surface Water Management Fund	Operating Rentals And Leases	RICOH USA Inc	12.44	
35524	09/03/2013	General Fund	Operating Rentals And Leases	RICOH USA Inc	555.66	
					Check Total:	902.47
35525	09/03/2013	General Fund	Miscellaneous	Iron Mountain	596.31	
					Check Total:	596.31
35526	09/03/2013	Street Fund	Professional Services	John Deere Landscapes, Inc.	27.10	
					Check Total:	27.10
35527	09/03/2013	General Fund	Professional Services	Kathy Justin	500.00	
					Check Total:	500.00
35528	09/03/2013	General Fund	Professional Services	K&L Gates LLP	336.00	
					Check Total:	336.00
35529	09/03/2013	General Fund	Telephone	LUCY KRAKOWIAK	54.99	
					Check Total:	54.99
35530	09/03/2013	General Fund	Office and Operating Supplies	Gina Kallman	65.66	
35530	09/03/2013	General Fund	Office and Operating Supplies	Gina Kallman	87.85	
35530	09/03/2013	General Fund	Office and Operating Supplies	Gina Kallman	112.78	
					Check Total:	266.29
35531	09/03/2013	Street Fund	Traffic Signal/Control.Mainten	KING COUNTY FINANCE	15,126.66	

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
35531	09/03/2013	Transportation CIP	Construction	KING COUNTY FINANCE	9,101.25
35531	09/03/2013	Street Fund	Traffic Signal/Control.Mainten	KING COUNTY FINANCE	537.84
35531	09/03/2013	Street Fund	Street Maint. Contract-KC	KING COUNTY FINANCE	235.01
35531	09/03/2013	Surface Water Management Fund	SWM Maint Fees Billed by KCRD	KING COUNTY FINANCE	14,362.03
35531	09/03/2013	General Fund	Jail Contracts	KING COUNTY FINANCE	481.85
35531	09/03/2013	General Fund	Jail Contracts	KING COUNTY FINANCE	343.02
Check Total:					40,187.66
35532	09/03/2013	General Fund	Seasonal Security	King County Security Guards LL	1,091.50
Check Total:					1,091.50
35533	09/03/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Kenworth Northwest Inc.	237.37
35533	09/03/2013	Street Fund	Repairs & Maint. - Fleet	Kenworth Northwest Inc.	237.37
35533	09/03/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Kenworth Northwest Inc.	3,162.98
35533	09/03/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Kenworth Northwest Inc.	3,162.98
Check Total:					6,800.70
35534	09/03/2013	General Fund	Attorney Srvc - Litigation	Kenyon Disend, PLLC	2,827.50
35534	09/03/2013	General Fund	Attorney Srvc - Litigation	Kenyon Disend, PLLC	8,982.19
Check Total:					11,809.69
35535	09/03/2013	General Fund	Registration - Training/Workshp	Lifeline Trainging LTD	199.00
Check Total:					199.00
35536	09/03/2013	General Fund	Professional Services	Sarah Lovett	750.00
Check Total:					750.00
35537	09/03/2013	General Fund	Professional Services	Annett Mateo	300.00
Check Total:					300.00
35538	09/03/2013	General Fund	Professional Services	Laura Matheson	100.00
Check Total:					100.00
35539	09/03/2013	General Fund	Prof. Svcs-Instructors	John William McLaughlin	100.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	100.00
35540	09/03/2013	Surface Water Management Fund	Office And Operating Supplies	McLendon Hardware Inc	2.15
35540	09/03/2013	Surface Water Management Fund	Office And Operating Supplies	McLendon Hardware Inc	12.99
				Check Total:	15.14
35541	09/03/2013	General Fund	Admission and Entrance Fees	PATRICIA MEJIA	26.50
35541	09/03/2013	General Fund	Office and Operating Supplies	PATRICIA MEJIA	24.09
				Check Total:	50.59
35542	09/03/2013	General Fund	Office and Operating Supplies	Miller Paint Company Inc	32.94
				Check Total:	32.94
35543	09/03/2013	General Fund	Professional Services	Shariana Mundi	500.00
				Check Total:	500.00
35544	09/03/2013	General Fund	Drug Seizure Proceeds KCSO	Nntl Tech.Investigators Assoc.	50.00
				Check Total:	50.00
35545	09/03/2013	General Fund	Instructors Prof Srvs	New City Dance Company	138.75
				Check Total:	138.75
35546	09/03/2013	General Fund	Professional Services	Jini O'Flynn	150.00
				Check Total:	150.00
35547	09/03/2013	General Fund	Building Maintenance	OpenWorks-Billing Agent	1,003.00
35547	09/03/2013	General Fund	Building Maintenance	OpenWorks-Billing Agent	605.00
				Check Total:	1,608.00
35548	09/03/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	30.08
35548	09/03/2013	Street Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	30.09
35548	09/03/2013	Street Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	12.21
35548	09/03/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	12.22

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
					Check Total: 84.60
35549	09/03/2013	Surface Water Mgmt CIP	NERA DRAINAGE IMPR PROG	OTAK, Inc	100,849.11
					Check Total: 100,849.11
35550	09/03/2013	General Fund	Operating Rents & Leases	Pacific Office Auotmation Inc	80.12
35550	09/03/2013	General Fund	Operating Rents & Leases	Pacific Office Auotmation Inc	566.36
					Check Total: 646.48
35551	09/03/2013	General Fund	Professional Services	Pacific Stage Inc	2,460.00
					Check Total: 2,460.00
35552	09/03/2013	General Fund	Strawberry Festival	Albert Parisi	2,100.00
					Check Total: 2,100.00
35553	09/03/2013	General Fund	Operating Rentals And Leases	Park Place Professional Bldg	490.00
					Check Total: 490.00
35554	09/03/2013	General Fund	Professional Services	David Pearlstein	400.00
					Check Total: 400.00
35555	09/03/2013	Transportation CIP	Construction Inspection	Perteet Inc.	26,645.88
					Check Total: 26,645.88
35556	09/03/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Pacific Industrial Supply	19.27
					Check Total: 19.27
35557	09/03/2013	General Fund	Repairs and Maintenance	Performance Mechanical Group	114.98
					Check Total: 114.98
35558	09/03/2013	General Fund	Professional Services	Chris Pollina	1,500.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	1,500.00
35559	09/03/2013	General Fund	Operating Rentals And Leases	PRG Investment Company, LLC	2,000.00
				Check Total:	2,000.00
35560	09/03/2013	General Fund	Bldg Security	Protection One Alarm Monitorin	47.38
				Check Total:	47.38
35561	09/03/2013	General Fund	Admission and Entrance Fees	Pacific Science Center	236.00
				Check Total:	236.00
35562	09/03/2013	General Fund	Office And Operating Supplies	Ramlyn Engraving & Sign Co.	8.21
				Check Total:	8.21
35563	09/03/2013	Street Fund	Business Licenses	Diebold Inc	45.00
				Check Total:	45.00
35564	09/03/2013	Street Fund	Business Licenses	Progreen Landscaping LLC	185.00
				Check Total:	185.00
35565	09/03/2013	Street Fund	Business Licenses	Sodexo America LLC	135.00
				Check Total:	135.00
35566	09/03/2013	General Fund	Cash Over & Short	Tyco Integrated Security	250.00
35566	09/03/2013	General Fund	Cash Over & Short	Tyco Integrated Security	300.00
				Check Total:	550.00
35567	09/03/2013	General Fund	Refund Clearing Account -Parks	Lia Agpalo	500.00
				Check Total:	500.00
35568	09/03/2013	General Fund	Refund Clearing Account -Parks	Jill Rowden	500.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	500.00
35569	09/03/2013	Street Fund	Business Licenses	Active Network Inc	52.50
				Check Total:	52.50
35570	09/03/2013	General Fund	Office and Operating Supplies	Safeway Inc	41.94
35570	09/03/2013	General Fund	Office and Operating Supplies	Safeway Inc	50.43
35570	09/03/2013	General Fund	Office and Operating Supplies	Safeway Inc	3.18
35570	09/03/2013	General Fund	Office and Operating Supplies	Safeway Inc	113.19
35570	09/03/2013	General Fund	Office and Operating Supplies	Safeway Inc	179.71
				Check Total:	388.45
35571	09/03/2013	General Fund	Professional Services	School of Acrobatic New Circus	100.00
				Check Total:	100.00
35572	09/03/2013	General Fund	Office and Operating Supplies	School Specialty Inc.	18.93
				Check Total:	18.93
35573	09/03/2013	General Fund	Jail Contracts	SCORE	38,365.92
35573	09/03/2013	General Fund	Jail Contracts	SCORE	25.00
				Check Total:	38,390.92
35574	09/03/2013	General Fund	Office and Operating Supplies	Seattle Pottery Supply Inc.	78.36
				Check Total:	78.36
35575	09/03/2013	Street Fund	Repairs And Maintenance	Sentinel Paint Company	108.46
				Check Total:	108.46
35576	09/03/2013	General Fund	Fuel/Gas Consumption	Shell Fleet Plus	55.71
35576	09/03/2013	General Fund	Citizens Patrol/ Crime Prevent	Shell Fleet Plus	116.89
35576	09/03/2013	General Fund	Fuel/Gas/Gasoline Consumption	Shell Fleet Plus	333.17
35576	09/03/2013	General Fund	Fuel/Gas/Gasoline Consumption	Shell Fleet Plus	1,388.63
35576	09/03/2013	General Fund	Fuel/Gas/Gasoline Consumption	Shell Fleet Plus	220.80
35576	09/03/2013	Street Fund	Fuel/Gas/Gasoline Consumption	Shell Fleet Plus	2,529.19
35576	09/03/2013	Surface Water Management Fund	Fuel/Gas/Gasoline Consumption	Shell Fleet Plus	3,628.54

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	8,272.93
35577	09/03/2013	General Fund	Miscellaneous	STAPLES- Credit Plan	21.88
35577	09/03/2013	General Fund	Miscellaneous	STAPLES- Credit Plan	15.10
				Check Total:	36.98
35578	09/03/2013	General Fund	Professional Services	State Auditor's Office	1,265.52
				Check Total:	1,265.52
35579	09/03/2013	General Fund	Registration & Training	SWKC Chamber of Commerce	22.00
				Check Total:	22.00
35580	09/03/2013	General Fund	Telephone	TelSpan Inc	11.49
35580	09/03/2013	General Fund	Telephone	TelSpan Inc	13.54
				Check Total:	25.03
35581	09/03/2013	Surface Water Management Fund	Professional Services	The Work Clinic	90.00
35581	09/03/2013	Street Fund	Professional Services	The Work Clinic	90.00
				Check Total:	180.00
35582	09/03/2013	General Fund	Repair and Maintenance	Trugreen-landcare/NW Region	730.37
35582	09/03/2013	General Fund	Parks Maintenance	Trugreen-landcare/NW Region	43,543.23
				Check Total:	44,273.60
35583	09/03/2013	General Fund	Postage	US Postal Service	1,100.00
				Check Total:	1,100.00
35584	09/03/2013	General Fund	Utilities	Valley View Sewer District	51.30
				Check Total:	51.30
35585	09/03/2013	General Fund	Telephone	Verizon Wireless	40.01
35585	09/03/2013	General Fund	Telephone	Verizon Wireless	72.56
35585	09/03/2013	General Fund	Telephone	Verizon Wireless	188.16
35585	09/03/2013	General Fund	Drug Seizure Proceeds KCSO	Verizon Wireless	200.05

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
35585	09/03/2013	General Fund	Telephone	Verizon Wireless	181.02
35585	09/03/2013	Street Fund	Telephone	Verizon Wireless	342.58
35585	09/03/2013	Surface Water Management Fund	Telephone	Verizon Wireless	370.14
35585	09/03/2013	General Fund	Telephone	Verizon Wireless	173.92
Check Total:					1,568.44
35586	09/03/2013	Surface Water Management Fund	Office And Operating Supplies	Washington Tractor	37.29
35586	09/03/2013	Street Fund	Office And Operating Supplies	Washington Tractor	37.29
35586	09/03/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Washington Tractor	456.96
35586	09/03/2013	Street Fund	Repairs & Maint. - Fleet	Washington Tractor	456.97
35586	09/03/2013	Surface Water Management Fund	Minor Tools & Equipment	Washington Tractor	153.28
35586	09/03/2013	Street Fund	Small Tools & Minor Equipments	Washington Tractor	153.28
Check Total:					1,295.07
35587	09/03/2013	General Fund	Repairs and Maintenance	White Center Glass&Upholstery	238.71
Check Total:					238.71
35588	09/03/2013	General Fund	Utilities	King Co Water Dist 49	5,348.81
35588	09/03/2013	Street Fund	Landscape Maint - Utilities	King Co Water Dist 49	86.00
35588	09/03/2013	Street Fund	Landscape Maint - Utilities	King Co Water Dist 49	233.00
35588	09/03/2013	Street Fund	Landscape Maint - Utilities	King Co Water Dist 49	65.00
35588	09/03/2013	General Fund	Utilities	King Co Water Dist 49	1,604.25
35588	09/03/2013	General Fund	Utilities	King Co Water Dist 49	61.92
35588	09/03/2013	Street Fund	Landscape Maint - Utilities	King Co Water Dist 49	26.00
35588	09/03/2013	General Fund	Utilities	King Co Water Dist 49	1,635.37
35588	09/03/2013	General Fund	Utilities	King Co Water Dist 49	2,905.25
35588	09/03/2013	Street Fund	Landscape Maint - Utilities	King Co Water Dist 49	65.00
35588	09/03/2013	Street Fund	Landscape Maint - Utilities	King Co Water Dist 49	205.50
35588	09/03/2013	General Fund	Utilities	King Co Water Dist 49	150.57
35588	09/03/2013	Street Fund	Landscape Maint - Utilities	King Co Water Dist 49	65.00
35588	09/03/2013	Street Fund	Landscape Maint - Utilities	King Co Water Dist 49	153.00
Check Total:					12,604.67
35589	09/03/2013	General Fund	Repairs And Maintenance	Wescom	350.40
Check Total:					350.40
35590	09/03/2013	General Fund	Subscriptions/Publications	West Payment Center	425.20

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	425.20
35591	09/03/2013	Street Fund	Operating Rentals And Leases	Wilken Properties, LLC	2,783.16
35591	09/03/2013	Surface Water Management Fund	Operating Rentals And Leases	Wilken Properties, LLC	2,783.17
				Check Total:	5,566.33
35592	09/03/2013	General Fund	Admission and Entrance Fees	Wing Luke Museum	309.00
				Check Total:	309.00
35593	09/03/2013	General Fund	Professional Services	Alex Zerbe	450.00
				Check Total:	450.00
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	4.92
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	6.56
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	30.97
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	23.52
35594	09/16/2013	General Fund	Office And Operating Supplies	Ace Hardware	7.21
35594	09/16/2013	General Fund	Office And Operating Supplies	Ace Hardware	22.97
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	22.98
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	15.64
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	15.32
35594	09/16/2013	General Fund	Office And Operating Supplies	Ace Hardware	7.65
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	29.50
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	71.07
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	10.39
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	45.92
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	98.54
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	74.95
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	18.60
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	192.16
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	33.91
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	16.39
35594	09/16/2013	General Fund	Office and Operating Supplies	Ace Hardware	42.64
35594	09/16/2013	General Fund	Office And Operating Supplies	Ace Hardware	54.04
				Check Total:	845.85
35595	09/16/2013	General Fund	Office and Operating Supplies	Airgas USA LLC	90.46

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
					Check Total: 90.46
35596	09/16/2013	General Fund	Repair and Maintenance	Al Books Custom Welding	262.80
					Check Total: 262.80
35597	09/16/2013	Street Fund	Office And Operating Supplies	Alpine Products Inc	401.89
					Check Total: 401.89
35598	09/16/2013	General Fund	Office and Operating Supplies	Aquatic Specialty Services Inc	20.14
					Check Total: 20.14
35599	09/16/2013	General Fund	Telephone	A T & T	56.95
					Check Total: 56.95
35600	09/16/2013	General Fund	Telephone	AT&T Mobility	20.84
					Check Total: 20.84
35601	09/16/2013	General Fund	Instructors Prof Srvs	Brent Botkin	143.75
					Check Total: 143.75
35602	09/16/2013	General Fund	Quarterly Newsletter	Brim Press LLC	1,018.35
					Check Total: 1,018.35
35603	09/16/2013	General Fund	Prof. Svcs-Instructors	Viola Brumbaugh	972.00
					Check Total: 972.00
35604	09/16/2013	Surface Water Management Fund	Repairs And Maintenance	Bryant's Tractor & Mower Inc	38.33
35604	09/16/2013	Surface Water Management Fund	Office And Operating Supplies	Bryant's Tractor & Mower Inc	63.47
35604	09/16/2013	Street Fund	Office And Operating Supplies	Bryant's Tractor & Mower Inc	63.48
					Check Total: 165.28
35605	09/16/2013	General Fund	Office and Operating Supplies	Burien Bark LLC	69.97

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
35605	09/16/2013	General Fund	Office and Operating Supplies	Burien Bark LLC	69.97
35605	09/16/2013	General Fund	Office and Operating Supplies	Burien Bark LLC	69.97
35605	09/16/2013	General Fund	Office and Operating Supplies	Burien Bark LLC	69.97
35605	09/16/2013	General Fund	Office and Operating Supplies	Burien Bark LLC	69.97
Check Total:					349.85
35606	09/16/2013	Street Fund	Repairs & Maint. - Fleet	Burien Chevrolet	6.93
35606	09/16/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Burien Chevrolet	6.93
Check Total:					13.86
35607	09/16/2013	General Fund	Animal Control Services	CARES	15,833.34
Check Total:					15,833.34
35608	09/16/2013	General Fund	Sftwre Subscript & Licensing	CDW-G	6,553.58
Check Total:					6,553.58
35609	09/16/2013	Transportation CIP	Design - Engineering	CH2M Hill	78,043.71
Check Total:					78,043.71
35610	09/16/2013	General Fund	Accounts Payable	Chicago Title	424,000.00
35610	09/16/2013	General Fund	Claims & Judgments	Chicago Title	1,846.00
35610	09/16/2013	General Fund	Claims & Judgments	Chicago Title	25,000.00
Check Total:					450,846.00
35611	09/16/2013	General Fund	Nuisance and Abatement Costs	CleanScapes Inc	149.25
Check Total:					149.25
35612	09/16/2013	General Fund	Online Video Streaming	COMCAST	45.17
35612	09/16/2013	General Fund	Utilities	COMCAST	77.35
35612	09/16/2013	General Fund	Utilities	COMCAST	85.80
35612	09/16/2013	Street Fund	Telephone	COMCAST	42.90
35612	09/16/2013	Surface Water Management Fund	Telephone	COMCAST	42.90
Check Total:					294.12
35613	09/16/2013	General Fund	Instructors Prof Svcs	Janet S. Crawley	120.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
35613	09/16/2013	General Fund	Prof. Svcs-Instructors	Janet S. Crawley	75.00
Check Total:					195.00
35614	09/16/2013	General Fund	Professional Services	CTS Language Link	3.53
35614	09/16/2013	General Fund	Professional Services	CTS Language Link	2.21
Check Total:					5.74
35615	09/16/2013	General Fund	Senior Trips	City of Des Moines	25.00
Check Total:					25.00
35616	09/16/2013	General Fund	Senior Trips	Renton Senior Activity Center	270.00
Check Total:					270.00
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	67.32
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	186.43
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	28.31
35617	09/16/2013	Surface Water Management Fund	Utilities	City of Seattle	16.09
35617	09/16/2013	General Fund	Utilities	City of Seattle	12.32
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	15.95
35617	09/16/2013	Surface Water Management Fund	Utilities	City of Seattle	16.54
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	98.07
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	45.60
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	67.32
35617	09/16/2013	Transportation CIP	Construction	City of Seattle	3,176.00
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	100.83
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	82.01
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	98.07
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	67.01
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	48.88
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	16.03
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	30.06
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	169.14
35617	09/16/2013	General Fund	Utilities	City of Seattle	721.58
35617	09/16/2013	General Fund	Utilities	City of Seattle	296.82
35617	09/16/2013	General Fund	Utilities	City of Seattle	1,603.08
35617	09/16/2013	General Fund	Utilities	City of Seattle	670.14
35617	09/16/2013	General Fund	Utilities	City of Seattle	146.88
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	8.06
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	137.70
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	175.57

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
35617	09/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	81.90
				Check Total:	8,183.71
35618	09/16/2013	General Fund	Senior Trips	City of Tukwila	301.50
				Check Total:	301.50
35619	09/16/2013	General Fund	State Lobbying Services	Michael D. Doubleday	3,000.00
35619	09/16/2013	General Fund	Federal Lobbying Services	Michael D. Doubleday	2,050.00
				Check Total:	5,050.00
35620	09/16/2013	Transportation CIP	Construction	DPK Inc.	128,065.18
35620	09/16/2013	Transportation CIP	Construction	DPK Inc.	6,592.90
35620	09/16/2013	Transportation CIP	Construction	DPK Inc.	-133.78
				Check Total:	134,524.30
35621	09/16/2013	General Fund	Citizens Patrol/ Crime Prevent	Elidrew, LLC	11.83
				Check Total:	11.83
35622	09/16/2013	General Fund	Professional Services	Eden Advanced Pests Tech.	82.13
				Check Total:	82.13
35623	09/16/2013	General Fund	Admission and Entrance Fees	Edgeworks Climbing	328.50
				Check Total:	328.50
35624	09/16/2013	General Fund	Professional Services	Epicenter Services LLC	1,699.85
				Check Total:	1,699.85
35625	09/16/2013	General Fund	Instructors Prof Srvs	Environmental Science Center	1,100.90
				Check Total:	1,100.90
35626	09/16/2013	General Fund	Postage	FedEx	5.75

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount	
					Check Total:	5.75
35627	09/16/2013	General Fund	City Hall Custodial	Global Cleaning Inc	1,308.83	
35627	09/16/2013	General Fund	Office And Operating Supplies	Global Cleaning Inc	176.08	
35627	09/16/2013	General Fund	Office And Operating Supplies	Global Cleaning Inc	375.58	
					Check Total:	1,860.49
35628	09/16/2013	General Fund	Parks Building Security	Guardian Security	65.00	
					Check Total:	65.00
35629	09/16/2013	General Fund	Instructors Prof Svcs	Victoria E. Hamilton	379.50	
35629	09/16/2013	General Fund	Instructors Prof Svcs	Victoria E. Hamilton	166.50	
					Check Total:	546.00
35630	09/16/2013	Surface Water Management Fund	Office And Operating Supplies	Home Depot Credit Services	194.03	
					Check Total:	194.03
35631	09/16/2013	Surface Water Management Fund	Office And Operating Supplies	JEFF HEGLUND	160.00	
35631	09/16/2013	Surface Water Management Fund	Professional Services	JEFF HEGLUND	62.00	
					Check Total:	222.00
35632	09/16/2013	General Fund	Operating Rentals and Leases	Head-quarters	81.50	
					Check Total:	81.50
35633	09/16/2013	General Fund	Prof. Svcs-Instructors	Joshua Hughes	240.00	
					Check Total:	240.00
35634	09/16/2013	Surface Water Management Fund	Office And Operating Supplies	ICON Materials	642.76	
35634	09/16/2013	Surface Water Management Fund	Office And Operating Supplies	ICON Materials	109.31	
35634	09/16/2013	Surface Water Management Fund	Office And Operating Supplies	ICON Materials	85.96	
35634	09/16/2013	Street Fund	Office And Operating Supplies	ICON Materials	171.92	
35634	09/16/2013	Surface Water Management Fund	Office And Operating Supplies	ICON Materials	86.72	
35634	09/16/2013	Street Fund	Office And Operating Supplies	ICON Materials	516.58	
35634	09/16/2013	Street Fund	Office And Operating Supplies	ICON Materials	546.83	

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount	
					Check Total:	2,160.08
35635	09/16/2013	General Fund	Dues/Memberships/Subscriptions	International Institute Of	185.00	
					Check Total:	185.00
35636	09/16/2013	General Fund	Operating Rents & Leases	RICOH USA Inc	321.93	
35636	09/16/2013	Street Fund	Operating Rentals And Leases	RICOH USA Inc	3.43	
35636	09/16/2013	Surface Water Management Fund	Operating Rentals And Leases	RICOH USA Inc	3.44	
					Check Total:	328.80
35637	09/16/2013	General Fund	Telephone	Integra Telecom	775.54	
35637	09/16/2013	General Fund	Telephone	Integra Telecom	174.96	
35637	09/16/2013	General Fund	Telephone	Integra Telecom	139.97	
35637	09/16/2013	General Fund	Telephone	Integra Telecom	116.64	
35637	09/16/2013	General Fund	Telephone	Integra Telecom	108.82	
35637	09/16/2013	General Fund	Telephone	Integra Telecom	108.82	
35637	09/16/2013	General Fund	Telephone	Integra Telecom	108.94	
35637	09/16/2013	General Fund	Telephone	Integra Telecom	151.63	
35637	09/16/2013	General Fund	Telephone	Integra Telecom	23.33	
35637	09/16/2013	General Fund	Telephone	Integra Telecom	116.64	
35637	09/16/2013	General Fund	Telephone	Integra Telecom	34.99	
35637	09/16/2013	General Fund	Telephone	Integra Telecom	23.33	
35637	09/16/2013	General Fund	Telephone	Integra Telecom	58.32	
					Check Total:	1,941.93
35638	09/16/2013	General Fund	Professional Services	Joseph B Jewell	450.00	
					Check Total:	450.00
35639	09/16/2013	Street Fund	Office And Operating Supplies	King County Fleet Adm	6.38	
35639	09/16/2013	Surface Water Management Fund	Office And Operating Supplies	King County Fleet Adm	6.39	
					Check Total:	12.77
35640	09/16/2013	General Fund	Plan Review Fee Fire Dist 2	King County Fire District #2	2,279.33	
					Check Total:	2,279.33
35641	09/16/2013	General Fund	King Co Pet License Trust Acct	King County Pet License	580.00	

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	580.00
35642	09/16/2013	General Fund	Drug Seizure Proceeds KCSO	KC Sheriff Det. Greg Smith	1,157.00
				Check Total:	1,157.00
35643	09/16/2013	Surface Water Mgmt CIP	Predesign-Engineering	King County Office of Finance	6,117.97
35643	09/16/2013	Surface Water Management Fund	Miller/Salmon/Seola Basin Plan	King County Office of Finance	8,117.40
				Check Total:	14,235.37
35644	09/16/2013	General Fund	Land and Land Improvements	Attn: Anastasia Wright Key Bank N.A.	1,200.00
				Check Total:	1,200.00
35645	09/16/2013	General Fund	Instructors Prof Svcs	Yon Lemieux	100.00
				Check Total:	100.00
35646	09/16/2013	General Fund	Prof. Svcs-Instructors	Alexander Lewis	1,560.00
				Check Total:	1,560.00
35647	09/16/2013	Street Fund	Repairs & Maint. - Fleet	Les Schwab	36.55
35647	09/16/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Les Schwab	36.54
				Check Total:	73.09
35648	09/16/2013	General Fund	Prof. Svcs-Instructors	Jacob Matthew	375.00
				Check Total:	375.00
35649	09/16/2013	General Fund	Instructors Prof Svcs	Hunter McGee	165.00
				Check Total:	165.00
35650	09/16/2013	Surface Water Management Fund	Office And Operating Supplies	McLendon Hardware Inc	24.08
35650	09/16/2013	Surface Water Management Fund	Office And Operating Supplies	McLendon Hardware Inc	45.53
35650	09/16/2013	Street Fund	Office And Operating Supplies	McLendon Hardware Inc	45.54
35650	09/16/2013	Street Fund	Office And Operating Supplies	McLendon Hardware Inc	107.89
35650	09/16/2013	Street Fund	Office And Operating Supplies	McLendon Hardware Inc	54.24
35650	09/16/2013	Surface Water Management Fund	Office And Operating Supplies	McLendon Hardware Inc	54.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
35650	09/16/2013	Surface Water Management Fund	Office And Operating Supplies	McLendon Hardware Inc	8.67
Check Total:					340.20
35651	09/16/2013	Street Fund	Dt Business License Svcs	Microflex Inc	3,874.56
35651	09/16/2013	General Fund	B&O Tax Collect & Audit	Microflex Inc	1,927.74
35651	09/16/2013	Street Fund	Dt Business License Svcs	Microflex Inc	266.23
35651	09/16/2013	General Fund	B&O Tax Collect & Audit	Microflex Inc	22.97
35651	09/16/2013	General Fund	Professional Services	Microflex Inc	20.00
Check Total:					6,111.50
35652	09/16/2013	General Fund	Nuisance and Abatement Costs	Miller Paint Company Inc	36.51
35652	09/16/2013	General Fund	Nuisance and Abatement Costs	Miller Paint Company Inc	34.34
35652	09/16/2013	Street Fund	Office And Operating Supplies	Miller Paint Company Inc	10.74
35652	09/16/2013	Street Fund	Office And Operating Supplies	Miller Paint Company Inc	105.90
Check Total:					187.49
35653	09/16/2013	General Fund	Instructors Prof Svcs	Shariana Mundi	1,254.00
Check Total:					1,254.00
35654	09/16/2013	General Fund	Instructors Prof Svcs	Aaron Murray	120.00
Check Total:					120.00
35655	09/16/2013	General Fund	Instructors Prof Svcs	Drew Nicklas	189.00
Check Total:					189.00
35656	09/16/2013	General Fund	Prof. Svcs-Instructors	Pamela Odegard	195.00
Check Total:					195.00
35657	09/16/2013	Street Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	18.60
35657	09/16/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	18.61
35657	09/16/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	8.31
35657	09/16/2013	Street Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	8.31
35657	09/16/2013	General Fund	Repair/Maint-Vehicle	OReilly Auto Parts	17.21
Check Total:					71.04

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
35658	09/16/2013	General Fund	Prof. Svcs-Instructors	Fritzi Oxley	96.00
Check Total:					96.00
35659	09/16/2013	General Fund	Operating Rents & Leases	Pacific Office Auotmation Inc	473.51
35659	09/16/2013	General Fund	Operating Rents & Leases	Pacific Office Auotmation Inc	339.31
Check Total:					812.82
35660	09/16/2013	General Fund	Operating Rentals and Leases	Pacific Rim Equipment Rental	394.20
Check Total:					394.20
35661	09/16/2013	General Fund	Miscellaneous	Petty Cash Custodian	3.92
35661	09/16/2013	General Fund	Meals	Petty Cash Custodian	20.41
35661	09/16/2013	General Fund	Meals	Petty Cash Custodian	19.32
35661	09/16/2013	General Fund	Wellness Activities	Petty Cash Custodian	24.38
35661	09/16/2013	General Fund	Miscellaneous	Petty Cash Custodian	5.08
35661	09/16/2013	General Fund	Wellness Activities	Petty Cash Custodian	21.66
35661	09/16/2013	General Fund	Office And Operating Supplies	Petty Cash Custodian	30.64
35661	09/16/2013	General Fund	Miscellaneous	Petty Cash Custodian	35.98
35661	09/16/2013	General Fund	Mileage	Petty Cash Custodian	5.65
35661	09/16/2013	General Fund	Office/Operating Supplies	Petty Cash Custodian	31.98
35661	09/16/2013	Street Fund	Meals	Petty Cash Custodian	21.45
35661	09/16/2013	Surface Water Management Fund	Office And Operating Supplies	Petty Cash Custodian	6.56
35661	09/16/2013	General Fund	Mileage	Petty Cash Custodian	4.52
35661	09/16/2013	General Fund	Miscellaneous	Petty Cash Custodian	17.55
Check Total:					249.10
35662	09/16/2013	Street Fund	Repairs & Maint. - Fleet	PIRTEK	112.75
35662	09/16/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	PIRTEK	112.76
35662	09/16/2013	Street Fund	Repairs & Maint. - Fleet	PIRTEK	103.24
35662	09/16/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	PIRTEK	103.24
Check Total:					431.99
35663	09/16/2013	General Fund	Operating Rents & Leases	Pitney Bowes Global Financial	969.09
35663	09/16/2013	General Fund	Operating Rents & Leases	Pitney Bowes Global Financial	71.09
Check Total:					1,040.18
35664	09/16/2013	General Fund	Printing/Binding/Copying	Print Place	367.65

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
					Check Total: 367.65
35665	09/16/2013	Street Fund	Utilities-Street Lighting	PSE Pmt. Processing	1,709.99
35665	09/16/2013	General Fund	Utilities	PSE Pmt. Processing	45.96
35665	09/16/2013	General Fund	Utilities	PSE Pmt. Processing	303.96
35665	09/16/2013	General Fund	Utilities	PSE Pmt. Processing	15.38
					Check Total: 2,075.29
35666	09/16/2013	General Fund	Refund Clearing Account -Parks	Lita Haines	20.00
					Check Total: 20.00
35667	09/16/2013	General Fund	Performance And Maint Bonds	Mark Nickels	800.00
					Check Total: 800.00
35668	09/16/2013	General Fund	Refund Clearing Account -Parks	Tina Matz	100.00
					Check Total: 100.00
35669	09/16/2013	General Fund	Land and Land Improvements	Rhine Demolition LLC	4,382.00
					Check Total: 4,382.00
35670	09/16/2013	General Fund	Printing/Binding/Copying	Claude McAlpin, III	172.24
					Check Total: 172.24
35671	09/16/2013	General Fund	Professional Services	Frank Roberto	100.00
					Check Total: 100.00
35672	09/16/2013	General Fund	Instructors Prof Svcs	Esther Robinson	180.00
					Check Total: 180.00
35673	09/16/2013	General Fund	Instructors Prof Svcs	George Rodriguez	225.00
					Check Total: 225.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
35674	09/16/2013	General Fund	Registration - Trainng/Workshp	Sound Cities Association	50.00
				Check Total:	50.00
35675	09/16/2013	General Fund	Admission and Entrance Fees	Seattle Aquarium	891.45
				Check Total:	891.45
35676	09/16/2013	General Fund	Advertising	Seattle Times	200.70
35676	09/16/2013	General Fund	Advertising	Seattle Times	214.38
35676	09/16/2013	General Fund	Advertising/Legal Publications	Seattle Times	300.00
35676	09/16/2013	Parks & Gen Gov't CIP	Construction	Seattle Times	220.77
				Check Total:	935.85
35677	09/16/2013	General Fund	Computer Consultant Prof Svcs	SEITEL Systems, LLC	290.00
35677	09/16/2013	General Fund	Computer Consultant Prof Svcs	SEITEL Systems, LLC	330.00
				Check Total:	620.00
35678	09/16/2013	General Fund	Hearing Exam Nonreimbursed	Sound Law Center	280.00
35678	09/16/2013	General Fund	Hearing Exam Nonreimbursed	Sound Law Center	1,414.00
				Check Total:	1,694.00
35679	09/16/2013	General Fund	Admission and Entrance Fees	Slide Waters	312.00
				Check Total:	312.00
35680	09/16/2013	General Fund	Drug Seizure Proceeds KCSO	SPRINT	24.54
				Check Total:	24.54
35681	09/16/2013	Surface Water Management Fund	Office And Operating Supplies	Sunset Materials Inc	81.15
				Check Total:	81.15
35682	09/16/2013	General Fund	Prof. Svcs-Instructors	Bonnie Taschler	200.00
				Check Total:	200.00
35683	09/16/2013	General Fund	Telephone	TelSpan Inc	17.09

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	17.09
35684	09/16/2013	General Fund	Operating Rentals and Leases	United Site Services	155.00
				Check Total:	155.00
35685	09/16/2013	General Fund	Professional Services	Vamola Samba	500.00
				Check Total:	500.00
35686	09/16/2013	General Fund	Instructors Prof Svcs	Fred Vaughan	48.00
				Check Total:	48.00
35687	09/16/2013	Street Fund	Telephone	Verizon Wireless	342.31
35687	09/16/2013	Surface Water Management Fund	Telephone	Verizon Wireless	414.45
35687	09/16/2013	General Fund	Telephone	Verizon Wireless	173.73
35687	09/16/2013	General Fund	Telephone	Verizon Wireless	40.01
35687	09/16/2013	General Fund	Telephone	Verizon Wireless	72.52
35687	09/16/2013	General Fund	Telephone	Verizon Wireless	187.95
35687	09/16/2013	General Fund	Drug Seizure Proceeds KCSO	Verizon Wireless	200.13
35687	09/16/2013	General Fund	Telephone	Verizon Wireless	180.84
				Check Total:	1,611.94
35688	09/16/2013	General Fund	Prof. Svcs-Instructors	Pamela Ann Videen	270.00
				Check Total:	270.00
35689	09/16/2013	General Fund	Prosecution - City Atty	Walls Law Firm	13,158.70
				Check Total:	13,158.70
35690	09/16/2013	General Fund	Jail Contracts	WASPC-Regional Cities BHM	1,236.00
				Check Total:	1,236.00
35691	09/16/2013	General Fund	Prof. Svcs-Instructors	Carly Waterman	100.00
				Check Total:	100.00
35692	09/16/2013	General Fund	Utilities	Water District No 20	56.54

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
35692	09/16/2013	General Fund	Utilities	Water District No 20	2,964.03
35692	09/16/2013	General Fund	Utilities	Water District No 20	80.56
35692	09/16/2013	General Fund	Utilities	Water District No 20	3,197.09
35692	09/16/2013	General Fund	Utilities	Water District No 20	142.10
35692	09/16/2013	General Fund	Utilities	Water District No 20	52.28
35692	09/16/2013	General Fund	Utilities	Water District No 20	41.63
35692	09/16/2013	Street Fund	Landscape Maint - Utilities	Water District No 20	118.50
35692	09/16/2013	General Fund	Utilities	Water District No 20	45.89
35692	09/16/2013	General Fund	Utilities	Water District No 20	861.04
35692	09/16/2013	Street Fund	Landscape Maint - Utilities	Water District No 20	595.46
Check Total:					8,155.12
35693	09/16/2013	General Fund	Probatn/Public Defndr Screenng	Tammy Weigel	960.00
Check Total:					960.00
35694	09/16/2013	General Fund	Office and Operating Supplies	Walter E Nelson Co	352.46
35694	09/16/2013	General Fund	Office Supplies	Walter E Nelson Co	117.48
35694	09/16/2013	General Fund	Office And Operating Supplies	Walter E Nelson Co	704.91
Check Total:					1,174.85
35695	09/16/2013	General Fund	Registration - Trainng/Workshp	WRPA	530.00
Check Total:					530.00
35696	09/16/2013	Transportation CIP	Design - Engineering	Washington State D.O.T.	927.25
Check Total:					927.25
Report Total:					1,320,835.22

DRAFT

Burien
WASHINGTON

CITY COUNCIL REGULAR MEETING MINUTES

August 19, 2013

6:15 p.m. - Special Meeting: Executive Session to discuss potential litigation

7:00 p.m. – Regular Meeting

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

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

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

SPECIAL MEETING

Mayor Bennett called the Special Meeting of the Burien City Council to order at 6:15 p.m. for the purpose of holding an Executive Session to discuss potential litigation per RCW 42.30.110(1)(i).

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

Administrative staff present: Craig D. Knutson, Interim City Manager, Ann Marie Soto, Acting City Attorney, Chip Davis, Community Development Director, and Kim Krause, Finance Director.

The Special Meeting adjourned to the Regular Meeting at 6:55 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Bennett led the Pledge of Allegiance.

ROLL CALL

Present: Mayor Brian Bennett, Deputy Mayor Lucy Krakowiak, Councilmembers Jack Block, Jr., Rose Clark, Bob Edgar, Joan McGilton and Gerald F. Robison.

Administrative staff present: Craig D. Knutson, Interim City Manager; Ann Marie Soto, Acting City Attorney; Angie Chafty, Human Resources Manager; Kim Krause, Finance Director; Maiya Andrews, Public Works Director; Nhan Nguyen, Management Analyst; Michael Lafreniere, Parks, Recreation & Cultural Services Director; Steve Roemer, Parks Development and Operations Manager; and, Monica Lusk, City Clerk.



AGENDA CONFIRMATION

Direction/Action

Motion was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton and passed unanimously to affirm the August 19, 2013, Agenda as amended to add Business Agenda Items 8 "c" Interim Zoning Regulations for Recreational Marijuana Uses per I-502 and 8 "d" Funding Request for Burien Community Center Roof Replacement Project, and renumber subsequent items.

PUBLIC COMMENT

Goodspaceguy, 10219 Ninth Avenue South, Boulevard Park, Seattle
Dick West, 11006 Roseberg Avenue South, Burien
Quinton Thompson, 179 South 182nd Street, Burien
Chuck Rangel, Burien

CORRESPONDENCE FOR THE RECORD

- a. Email Dated August 5, 2013 from Louise Carter and Gloria Albetta with Communities Count.
- b. Email Dated August 6, 2013, from Hannah Aoyagi, Tacoma Smelter Plume Project Planner.
- c. Email Dated August 9, 2013, from Jan ReKate.
- d. Email Dated August 12, 2013, from John Poitras.

Follow-up

Staff will place public hearing comments submitted to the Planning Commission and the City Council in a future Council packet under Correspondence for the Record.

CONSENT AGENDA

- a. Approval of Check Register: Numbers 35365 - 35487 in the Amounts of \$1,766,445.68 for Payment on August 19, 2013, and Payroll Salaries and Benefits Numbers 5864 - 5887 for Direct Deposits and Wire Transfers in the Amount of \$331,423.18 for July 16 – July 31, Paid on August 5, 2013.
- b. Approval of Minutes: Regular Meeting, August 5, 2013.
- c. Motion to Adopt Resolution No. 347, Authorizing Investment of City of Burien Monies in the Local Government Investment Pool.

Direction/Action

Motion was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton, and passed unanimously to approve the August 19, 2013, Consent Agenda.

BUSINESS AGENDA

Discussion on Comprehensive Garbage, Recyclables and Compostables Collection Contract Between City of Burien and CleanScapes, Inc.

MOTION was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton and passed unanimously to place the Comprehensive Garbage, Recyclables and Compostables Collection Contract between City of Burien and CleanScapes, Inc. on the September 16, 2013 Consent Agenda for adoption.

Finance Department Reorganization

MOTION was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton and passed unanimously to approve the Finance Department reorganization.

Interim Zoning Regulations for Recreational Marijuana Uses per I-502

MOTION was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton and passed unanimously to Adopt Ordinance No. 586, Establishing Six-Month Interim Zoning Regulations for Recreational Marijuana Uses Pursuant to Washington State Initiative 502.

Funding Request for Burien Community Center Roof Replacement Project

MOTION was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton and passed unanimously to Authorize \$55,000 from the Parks and General Government CIP for Completion of the Community Center Roof Replacement Project.

Review of Council Proposed Agenda Schedule

Follow-up

Staff will schedule a discussion on Seattle City Light undergrounding fee refinancing on September 16; review the previous Council Study Session topic list for items in which Council would still be interested; develop a formal process to add Study Session topics; reschedule the briefing on Northeast Redevelopment Area (NERA) to the September 23 Study Session or the October 7 Regular Meeting; schedule future Study Session topics on process for integrating new Councilmember and business impediments; reaffirm that the Zoning Code states that stores greater than 50,000 square feet are not allowed; and, provide the scope and timeline for the Economic Development Strategic Plan.

City Manager's Report

Follow-up

Staff will schedule a special meeting on September 30, 2013, for the purpose of conducting executive search firm interviews.

COUNCIL BUSINESS

Councilmember Clark reported on the Sea Mar Health Fair which she attended.

Direction/Action

Councilmembers supported the Healthy Highline Communities Coalition pursuit of a \$500,000 grant for safe routes to school.

ADJOURNMENT

Direction/Action

MOTION was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton and passed unanimously to adjourn the meeting at 9:05 p.m.

Brian Bennett, Mayor

Monica Lusk, City Clerk

**COMPREHENSIVE GARBAGE, RECYCLABLES AND
COMPOSTABLES COLLECTION CONTRACT**

**City of Burien
and
CleanScapes, Inc.**

June 1, 2014 – May 31, 2021

COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION CONTRACT

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- Attachment A: Service Area Map
- Attachment B: Contractor Initial Rates
- Attachment C: List of Recyclables
- Attachment D: Rate Modification Example

This solid waste collection contract (“Contract”) is entered into by and between the City of Burien, a municipal corporation of the State of Washington (“City”), and CleanScapes, Inc., a Washington corporation (“Contractor”) to provide for collection of Garbage, Compostables, and Recyclables from Single-Family Residences, Multi-Family Complexes and Commercial Customers located within the City Service Area. (Each capitalized term is hereinafter defined.)

The parties, in consideration of the promises, representations and warranties contained herein, agree as follows:

RECITALS

WHEREAS, the City has completed a competitive process to secure this new solid waste collection contract; and

WHEREAS, the Contractor represents that it has the experience, resources and expertise necessary to perform the contract services; and

WHEREAS, the City desires to enter into this contract with the Contractor for the Garbage, Recyclables and Compostables collection services;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the City and Contractor do hereby agree as follows:

DEFINITIONS

Change in Control: Change in Control means any sale, merger, policy of assets, the issuance of new shares, any change in the voting rights of existing shareholders, or other change in ownership which transfers the 25% or more of the beneficial interest therein from one entity to another. Provided, however, that intracompany transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of this contract shall not constitute a change in control.

City: The word “City” means the City of Burien, King County, Washington. As used in the Contract, it includes the official of the City holding the office of the City Manager or her/his designated representative, such as the City’s Director of Public Works.

City Service Area: The initial City Service Area is the full incorporated boundaries of the City on the Date of Execution, as delineated in the service area map provided as Attachment A to this Contract.

Commercial Customer: The term “Commercial Customer” means non-residential Customers including businesses, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

Commercial Recyclables: The term “Commercial Recyclables” means the materials designated as being part of the Commercial Recycling collection program, as listed in Attachment C.

Compostables: The word “Compostables” means Yard Debris and Food Scraps separately or combined.

Compostables Cart: The term “Compostables Cart” means a Contractor-provided 20, 32, 64- or 96-gallon wheeled cart provided to Compostables collection Customers for the purpose of containing and collecting Compostables.

Container: The word “Container” means any Micro-Can, Cart, Detachable Container or Drop-Box Container owned and provided by the Contractor, as well as Garbage Cans owned and used by Customers for Extra Units. All Containers shall be rodent and insect proof.

Contractor: The word “Contractor” means CleanScapes, Inc., which has contracted with the City to collect and dispose of Garbage and to collect, process, market and transport Recyclables and Compostables.

Curb or Curbside: The words “Curb” or “Curbside” mean on the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the resident, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

Customer: The word “Customer” means all users of solid waste services, including property owners, managers and tenants.

Detachable Container: The term “Detachable Container” means a watertight metal or plastic Container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

Drop-Box Container: The term “Drop-Box Container” means an all-metal Container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle, transported to a disposal or recycling site, emptied and transported back to the Customer's site.

Extra Unit: The term “Extra Unit” means excess material which does not fit in the Customer's primary Container. In the case of Can/Cart services, an Extra Unit is 32-gallons in volume and may be loose or contained in either a plastic bag or Garbage Can. In the case of Garbage Containers one cubic yard or more in capacity, an Extra Unit is one cubic yard.

Food Scraps: The term “Food Scraps” means all Compostable pre- and post-consumer organic wastes placed in a Compostables Cart, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds or egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper or biodegradable products specifically accepted by the Contractor's selected composting site. Food Scraps shall not include large dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting facility. The range of materials handled by the Compostables collection program may be changed from time to time upon the approval of the City to reflect those materials allowed by the Seattle-King County Health Department for the frequency of collection provided by the Contractor.

Franchise Fee: The term “Franchise Fee” means a City-defined percentage tax that is included in Customer rates charged by the Contractor, with receipts collected from Customers on the City’s behalf by the Contractor and remitted to the City as directed in this Contract. The Franchise Fee is separate and distinct from any itemized utility, sales or other taxes that may be assessed from time to time.

Garbage: The word “Garbage” means all putrescible and nonputrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, and discarded commodities that are placed by Customers of the Contractor in appropriate bins, bags, cans or other receptacles for collection and disposal by the Contractor. The term Garbage shall not include Hazardous Wastes, Special Wastes, Source-Separated Recyclables or Compostables.

Garbage Can: The term “Garbage Can” means a City-approved Container that is a water-tight galvanized sheet-metal or sturdy plastic Container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle. **Garbage Cart:** The term “Garbage Cart” means a Contractor-provided 20-, 32-, 45-, 64- or 96-gallon wheeled cart suitable for household deposit, storage and Curbside placement and collection of Garbage.

Hazardous Waste: The term “Hazardous Waste” means any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (“RCRA”) of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments (“HSWA”) of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.
- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely Hazardous Waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

King County Disposal System: The term “King County Disposal System” means the real property owned, leased or controlled by the King County Solid Waste Division, King County, Washington for the disposal of Garbage, or such other site as may be authorized by the then current King County Comprehensive Solid Waste Management Plan.

Micro-Can: The term “Micro-Can” means a water-tight plastic Container not exceeding ten gallons in capacity; fitted with two sturdy handles, one on each side; and fitted with a tight cover.

Mixed Paper: The term “Mixed Paper” means magazines, junk mail, phone books, bond or ledger grade paper, cardboard, paperback books, paperboard packaging, paper cups and other

fiber-based materials meeting industry standards. Tissue paper, paper towels, food-contaminated paper or paper packaging combined with plastic, wax or foil are excluded from the definition of Mixed Paper.

Multi-Family Complex: The term “Multi-Family Complex” means a multiple-unit Residence with five or more attached or unattached dwellings billed collectively for collection service.

Private Road: The term “Private Road” means a privately owned and maintained way that allows for access by a service truck and that serves multiple Residences.

Public Street: The term “Public Street” means a public right-of-way used for public travel, including public alleys.

Recycling: The word “Recycling” means the preparation, collection, processing and marketing of Recyclables.

Recycling Cart: The term “Recycling Cart” means a Contractor-provided 32-, 64- or 96-gallon wheeled cart suitable for household collection, storage and Curbside placement of Source-Separated Recyclables.

Recycling Container: The term “Recycling Container” means a Contractor-provided Container suitable for on-site collection, storage and placement of Source-Separated Recyclables at Multi-Family Complexes and Commercial Customer locations.

Residence/Residential: The words “Residence” or “Residential” mean a living space, with a kitchen, individually rented, leased or owned.

Residential Recyclables: The term “Residential Recyclables” means the materials designated as being part of the Single-Family or Multifamily Residential Recycling collection program, as listed in Attachment C.

Scrap Metals: The term “Scrap Metals” means ferrous and non-ferrous metals, not to exceed two (2) feet in any direction and thirty-five (35) pounds in weight per piece. Scrap metal shall include small appliances such as microwave ovens and toasters provided that the appliances meet size and weight requirements.

Single-Family Residence: The term “Single-Family Residence” means all one-unit houses, duplexes, triplexes and 4-plexes that are billed for collection service individually and located on a Public Street or Private Road.

Source-Separated: The term “Source-Separated” means certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including, but not limited to Recyclables, Compostables and other materials.

Special Waste: The term “Special Waste” means polychlorinated biphenyl (“PCB”) wastes, industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other

materials requiring special handling in accordance with applicable federal, state, county or local laws or regulations.

Yard Debris: The term “Yard Debris” means leaves, grass and clippings of woody, as well as fleshy, plants. Unflocked, undecorated holiday trees are acceptable. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two feet by two feet by four feet (2’x2’x4’) in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials.

WUTC: The term WUTC means the Washington Utilities and Transportation Commission.

1. TERM OF CONTRACT

The term of this Contract is seven years, starting June 1, 2014, and expiring May 31, 2021. The City may, at its sole option, extend the Contract for up to two (2) extensions, each of which shall not exceed two (2) years in duration. Any such extension shall be under the terms and conditions of this Contract, as amended by the City and Contractor from time to time. To exercise its option to extend this Contract, notice shall be given by the City to the Contractor no less than ninety (90) days prior to the expiration of the Contract term or the expiration of a previous extension.

2. SCOPE OF WORK

2.1 General Collection System Requirements

The Contractor shall collect, transfer and dispose of Garbage, Recyclables and Compostables according to the terms and conditions of this Contract; provided, that the Contractor shall not knowingly or as a result of gross negligence collect or dispose of Hazardous Waste or Special Waste as those terms are defined herein. The Contractor shall indemnify the City for any City damages caused by violation of this Section. To the extent identifiable, Customers shall remain responsible for any Hazardous Waste or Special Waste inadvertently collected and identified by Contractor.

2.1.1 City Service Area

The Contractor shall provide all services pursuant to this Contract throughout the entire City Service Area.

2.1.2 Annexation

If additional territory is added to the City through annexation or other means within which the Contractor has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Contractor shall make collection in such annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract. The City acknowledges that equipment, such as trucks, carts and Containers, may take time to procure, and therefore, shall not penalize the Contractor for reasonable delays in the provision of services to annexed areas due to procurement delays that are not within the control of the Contractor. This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that its certificate applicable to those annexation areas shall be cancelled effective the date of annexation by the City. The Contractor expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns

arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory.

If, during the life of the Contract, additional territory is added to the City through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, upon written notice from the City, Contractor agrees to make collections in such annexed area in accordance with the provisions of this Contract at the unit price set forth in this Contract, provided that City and Contractor may negotiate a mutually acceptable term during which Contractor may provide service to such annexed area, notwithstanding the term set forth in Section 1 of this Contract, in order for Contractor to amortize the cost of the new equipment, such as trucks, carts and Containers, required to serve the area. The City acknowledges that such equipment may take time to procure for distribution, and therefore, shall not penalize the Contractor for reasonable delays in the provision of services to annexed areas covered by this paragraph due to procurement delays that are not within the control of the Contractor. Annexed areas Customers shall receive the same Containers as used elsewhere in the City, in accordance with the provisions of this Contract. In the event where an annexed area is being serviced with Containers different from the City's program, the Contractor shall be responsible for timely Customer notification, removal and recycling of existing Containers and delivery of appropriate Containers to those Customers.

2.1.3 Unimproved Public Streets and Private Roads

Residences located in an area that does not allow safe access, turn-around or clearance for service vehicles will be provided service if materials are set out adjacent to the nearest Public Street or Private Road that provides safe access.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service for Single-Family Customers is impractical due to distance or unsafe conditions, the Contractor shall work with the Customer to negotiate the nearest safe and mutually convenient pick up location.

If the Contractor believes that there is a probability of Private Road damage, the Contractor shall inform the respective Customers. Contractor may require a damage waiver agreement or decline to provide service on those Private Roads. The City shall review and approve the damage waiver form prior to its use with the Contractor's Customers.

2.1.4 Hours/Days of Operation

All regular collections from Residential Customers shall be made on Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m. The Contractor may perform Commercial collections twenty-four hours per day, provided such services do not take place in areas adjacent to Residential dwellings. The City may authorize an extension of hours or days to accommodate specific Customers or sections of routes. Saturday and/or Sunday collection is allowed to the extent consistent with the needs of Commercial Customers, special bulky waste collections, make-up collections, and holiday and inclement weather schedules, provided that Residential areas shall not be impacted by Contractor operations during those days. City code noise restrictions, as amended from time to time, shall be applicable to collection services provided under this Contract.

2.1.5 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables and Compostables shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Employees shall not trespass or loiter, cross flower beds, hedges or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, employees shall wear a professional and presentable uniform with a company emblem visible to the average observer.

If any person employed by the Contractor to perform collection services is, in the opinion of the City, incompetent, disorderly or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall investigate any oral or written complaint from the a Customer or the City regarding any unsatisfactory performance by any of its workers. If the offending conduct is repeated, the City may require that the person be removed from all performance of additional work under this Contract. Removal shall be addressed by the Contractor immediately, and related documentation shall be provided to the City.

2.1.6 Disabled Persons Service

The Contractor shall offer carry-out service for Garbage, Recyclables and Yard Debris to households lacking the ability to place containers at the

Curb, at no additional charge. The Contractor shall use qualification criteria that are fair, consistent with City utility policies, and meet the needs of the City's disabled residents. These criteria shall comply with all local, state and federal regulations and shall be subject to City review and approval prior to program implementation.

2.1.7 Holiday Schedules

The Contractor shall observe the same holiday schedule as do King County Transfer Stations (New Years Day, Thanksgiving Day, and Christmas Day).

When the day of regular collection is a King County Transfer Station holiday, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding workday or Saturday. The Contractor shall not collect Residential Garbage, Recyclables or Compostables earlier than the regular collection day due to a holiday. Commercial collections shall be made one day early only with the consent of the Commercial Customer.

2.1.8 Inclement Weather & Other Service Disruptions Due to Road Closures or Force Majeure Events

When weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City of its collection plans and outcomes for each day that severe inclement weather is experienced as soon as practical that same business day.

The Contractor shall collect Garbage, Recyclables and Compostables from Customers with interrupted service on the first day that regular service to a Customer resumes and shall collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 5:00 pm and/or on Saturdays following disruptions due to weather in order to finish collection routes.

If successive weather events occur on the same scheduled collection day(s) two collection cycles in a row for a single collection day (i.e., Tuesday Customers), an additional collection will be made on the next possible business day that same week, (i.e. not waiting for the regularly scheduled collection day for the missed area.) If multiple days are missed due to inclement weather in multiple weeks, collections shall be made on the next regularly scheduled collection day. In the event of successive service disruptions impacting entire neighborhoods, the Contractor shall provide

temporary Residential Garbage collection sites using Contractor-staffed Drop Box Containers or other suitable equipment, with no extra charge assessed for such temporary service.

The inclement weather requirements in the preceding paragraph may be changed upon mutual written agreement of the Contractor and City at any time during the term of this Contract to better serve Customers.

All holiday and weather policies shall be included in program information provided to customers. On each inclement weather day, the Contractor shall release notices to the local newspapers and radio stations (including the *Seattle Times* newspaper and KING AM, KIRO, and KOMO radio stations) notifying residents of the modification to the collection schedule. The Contractor shall use automated dialing services to inform Customers at the route level about service changes, provided that Customers shall be provided the option of opting out of automated calls.

When closure of roadways providing access or non-weather related Force Majeure events prevent timely collection on the scheduled day, the Contractor shall make collections on the first day that regular service to a Customer resumes, collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 5:00 pm and/or on Saturdays following such disruptions in order to finish collection routes. Delayed or interrupted collections as described in this Section are not considered service failures for purposes of Section 4.1.

2.1.9 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, from time to time, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-owned Containers, repeated refusal to position Garbage, Recycling and Compostables Carts properly, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated claims of Contractor damage to a Customer's property, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers. However, the Contractor may deny or discontinue service to a problem Customer if reasonable efforts to accommodate the Customer and to provide services fail. If the Customer submits a written letter to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or

discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

2.1.10 Missed Collections

If Garbage, Recyclables or Compostables Containers are set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall place in a prominent location a notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper notification to Customers of the reason for rejecting materials for collection shall be considered a missed collection and/or subject to liquidated damages due to lack of proper Customer notification.

The failure of the Contractor to collect Garbage, Recyclables or Compostables that have been set out by a Customer in the proper manner shall be considered a missed pick-up, and the Contractor shall collect the materials from the Customer on the same day if notified by 3:00 p.m. Monday through Friday, otherwise the collection shall occur on the next business day. The Contractor shall maintain an electronic database of all missed pick-ups (whether reported by telephone call or e-mail) and Contractor shall routinely note and provide corrective action to those Customers who experience repeated missed pick-ups. Such records shall be made available for inspection upon request by the City and shall be included with monthly reports unless otherwise directed by the City.

In the event that the Contractor fails to collect the missed pick-up within twenty-four (24) hours of receipt of notice (or on Monday in the event of notification after 5:00 p.m. on Friday), the Contractor shall collect the materials that day and shall be subject to liquidated damages. If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, the Contractor shall be permitted to charge the Customer an additional fee for this service (a "return trip fee" at the rate specified in Attachment B), provided the Contractor notifies the Customer of this charge at the time of the request.

2.1.11 Same Day Collection

Garbage, Recyclables and Compostables collection shall occur on the same regularly scheduled day of the week for Single-Family Residence Customers. The collection of Garbage, Recyclables and Compostables from Multi-Family Complexes and Commercial Customers need not be scheduled on the same day.

2.1.12 Requirement to Recycle and Compost

The Contractor shall recycle or compost all loads of Source-Separated Recyclables and Compostables collected, unless express prior written

permission is provided by the City. The disposal of contaminants separated during processing is acceptable to the extent that it is unavoidable and consistent with industry standards. The Contractor's residuals from the overall processing operations at the facility (including both City and non-City material) shall not exceed 5%. If more than 5% of inbound materials are found to be contaminants, the Contractor will develop a plan to determine which Customers are adding contaminants in their Recyclables and then provide a public education program to remedy the situation.

The Contractor shall process Recyclables in such a manner as to meet market specifications and to minimize out-throws and prohibitives in baled material. The Contractor shall remove 90% or more of the inbound contaminants for disposal.

City staff shall be provided access to the Contractor's processing facilities at any time for the purposes of periodically monitoring the facilities' performance under this Section. Monitoring may include, but not be limited to, taking samples of unprocessed Recyclables, breaking selected bales and measuring the out-throws and prohibitives by weight, taking samples of processed glass and metals, reviewing actual markets and use of processed materials, and other activities to ensure the Contractor's performance under this Section and to ensure that misdirected Recyclables and contamination are minimized.

Obvious contaminants included with either Source-Separated Recyclables or Compostables shall not be collected and shall be left in the Customer's Container with a prominently displayed notification tag (per Section 2.1.10) explaining the reason for rejection.

2.1.13 Routing, Notification and Approval

The Contractor shall indicate, on a detailed map acceptable to the City, the day of the week Garbage, Recyclables and Compostables shall be collected from each Single-Family Residence.

The Contractor may change the day of collection by giving notice at least thirty (30) days prior to the effective date of the proposed change and must obtain advance written approval from the City. On the City's approval, the Contractor shall provide affected Customers with at least fourteen (14) days written notice of pending changes of collection day. The Contractor shall obtain the prior written approval from the City of the notice to be given to the Customer and such approval shall not be unreasonably withheld.

2.1.14 Equipment Age/Condition

The Contractor shall use vehicles that meet model year 2010 or later federal emissions standards. Back-up vehicles used fewer than thirty (30) operating days per calendar year shall not be subject to the age and emission standards that apply to regularly-used vehicles, but shall be presentable, shall be in safe working order, and shall be subject to all other conditions of this Section. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's monthly report.

All vehicles used in the performance of this Contract shall be maintained in a clean and sanitary manner and shall be thoroughly washed at least once each week and shall be repainted as necessary.

All collection equipment shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. Equipment shall be maintained in good condition at all times. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory to the City. The Contractor shall maintain collection vehicles to ensure that no liquid wastes (such as Garbage or Compostables leachate) or oils (lubricating, hydraulic or fuel) are discharged to Customer premises or City streets. Any equipment not meeting these standards shall not be used within the City until repairs are made. All liquid spills will be immediately cleaned to the City's and Customer's satisfaction. Unremediated spills and failure to repair vehicle leaks shall be subject to liquidated damages as provided in Section 4.1.

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the vehicle which clearly indicate the vehicle inventory number. The Customer service telephone number shall be labeled on the side of the vehicle. Signs shall use lettering not less than four (4) inches high and shall be clearly visible from a minimum distance of twenty (20) feet. Signs, sign locations and the telephone number shall be subject to approval by the City. No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo and Customer service telephone number and website address. Special promotional messages may be permitted, upon the City's prior written approval. In addition, any vehicle regularly used in the City shall include a placard clearly visible at the rear of the vehicle. This placard will show, in lettering at least 12" high, an abbreviated truck designation number specific to the Contractor's operating division, limited to a three digit numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles. The 12" three digit number may be the last three digits of a larger fleet number,

provided that the initial numbers are no greater than four inches high. All Contractor route, service and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have communication equipment capable of reaching all collection areas.

2.1.15 Container Requirements and Ownership

The City shall assign its interest in the previous contractor's in-place Cart inventory for the duration of this Contract. The Contractor shall re-label all existing Carts by June 15, 2014, with City-approved and Contractor-provided labels. Labels shall be applied squarely and shall cover any incorrect information due to changes in services or contractors. For the purposes of this Contract, these in-place Carts distributed by the previous contractor shall be considered Contractor-provided Containers and shall be managed and maintained as are the Contractor's other Containers purchased specifically for this Contract.

The Contractor shall procure and maintain a sufficient quantity of Containers to service the City's Customer base, including seasonal and economic variations in Container demand. Failure to have a Container available when required by a Customer shall subject the Contractor to liquidated damages, as provided in Section 4.1.

Customers may elect to own or secure Containers from other sources and shall not be subject to discrimination by the Contractor in collection services on that account. However, Containers owned or secured by Customers must be capable of being serviced safely by the Contractor's collection vehicles to be eligible for collection. The Contractor shall provide labels and collection service for compatible Customer-owned Containers. The Contractor is not required to service Customer Containers that are not compatible with the Contractor's equipment. In the event of a dispute as to whether a particular Container is compatible, the City shall make a final determination.

2.1.15.1 Micro-Cans and Garbage Cans

Customers shall use a Contractor-owned Micro-Can or Garbage Cart for small Container Garbage collection service. Plastic bags and Garbage Cans may be used for overflow volumes of Garbage, but not as a Customer's primary Container.

If a Customer uses their own Container for excess Garbage, Contractor crews shall be expected to handle the Container in such a way as to minimize undue damage. The Contractor

shall be responsible for unnecessary or unreasonable damage to Customer-owned Containers, wear and tear excepted.

2.1.15.2 Garbage, Recyclables and Compostables Carts

The Contractor shall provide Micro-Cans, and 20-, 32-, 45-, 64- and 96-gallon Garbage Carts for the respective level of Garbage collection; 32-, 64- or 96-gallon Recyclables Carts; and 32-, 64- and 96-gallon Compostables Carts. All Carts shall be manufactured from a minimum of 10 percent (10%) post-consumer recycled plastic, with a lid that will accommodate a Contractor affixed instructional label. Carts shall be provided to requesting Customers within seven (7) days of the Customer's initial request. Failure to do so will result in liquidated damages as provided in Section 4.1. All wheeled cart manufacturers, styles and colors shall be approved in writing by the City prior to the Contractor ordering a cart inventory. All Carts must have materials preparation instructions and telephone and website contact information that visually depicts allowed and prohibited materials suitable for the designated Cart either screened or printed on a sticker affixed to the lid.

The Contractor may place into service Carts that vary up to ten percent (10%) greater than the defined Cart sizes. For example, a 32-gallon Cart requirement may be filled with up to a 35-gallon Cart.

All Contractor-owned wheeled carts shall: be maintained by the Contractor in good condition to allow material storage, handling, and collection; contain no jagged edges or holes; be equipped with functional wheels or rollers for movement; be equipped with functional lid; and be equipped with an anti-skid device or sufficient surface area on the bottom of the Container to prevent unwanted movement. The carts shall be labeled with instructions for proper use, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the Container causing the Container to melt or burn).

Contractor personnel shall note any damaged hinges, holes, poorly functioning wheels and other similar repair needs on Contractor-owned carts (including those for Garbage, Recycling and Compostables) and forward repair notices to the Contractor's service personnel. Cart repairs shall then be made within seven (7) days at the Contractor's expense. Any Cart that is damaged or missing on account of accident, act of nature

or the elements, fire, or theft or vandalism by other members of the public shall be replaced no later than three (3) business days after notice from the Customer or City. Replacement Carts may be new or used and reconditioned, and all Carts shall be clean and appear presentable when delivered. Unusable carts shall be retrieved by Contractor, cleaned (if necessary) and recycled to the extent possible.

In the event that a particular Customer repeatedly damages a Cart or requests more than one replacement Cart during the term of the Contract due solely to that Customer's negligence or intentional misuse, the Contractor may charge the Customer a City-approved Cart destruction fee no greater than half of the current new Cart replacement cost in accordance with Attachment B.

2.1.15.3 Detachable and Drop-Box Containers

The Contractor shall furnish, deliver, and properly locate 1-, 1.5-, 2-, 3-, 4-, 6- and 8-cubic yard Detachable Containers, and 10-, 20-, 30- or 40-cubic yard uncompacted Drop-Box Containers to any Customer who requires their use for storage and collection of Garbage, Recyclables or Compostables within three (3) days of the request.

Containers shall be located on the premises in a manner satisfactory to the Customer and for collection by the Contractor. Containers shall not be placed by Contractor, or kept for use by Customer, in any City Public Street. Any Container located in any City Public Street at any time is at the Contractor's risk and not the City's. Any Container located in City Public Street is in violation of this section and shall immediately be removed upon request by the City.

Detachable Containers shall be: watertight and equipped with tight-fitting metal or plastic covers, which covers shall be closed by Contractor after every service; have four (4) wheels for Containers 2-cubic yards and under; be in good condition for Garbage, Recyclables or Compostables storage and handling; and, have no leaks, jagged edges or holes. Drop-Box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a functional winch system that is maintained in good repair. Each type of Detachable Container (i.e. Recyclables, Compostables or Garbage) shall be painted a color consistent with the program it is used for, subject to the requirements of Section 2.1.15.6, with color changes subject to the City's prior

written approval. Containers shall be repainted as needed or upon notification from the City.

Detachable Containers shall be cleaned, reconditioned and repainted (if necessary) before being initially supplied, or returned after repair or reconditioning, to any Customer. The Contractor shall provide an on-call Container cleaning service to Customers. The costs of on-call cleaning shall be billed directly to the Customer in accordance with Attachment B.

Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within twenty-four (24) hours any Container that was supplied by the Contractor if the City or a Health Department inspector determines that the Container fails to comply with reasonable standards or in any way constitutes or contributes to a health or safety hazard.

In the event that a particular Customer repeatedly damages a Container due to that Customer's negligence or intentional misuse, the Contractor may discontinue service to that Customer, on the City's prior approval.

2.1.15.4 Recycling Carts

The Contractor shall provide Recycling Carts to new Customers within the City Service Area, as well as replacement Carts to existing Customers who request them because of loss, theft or damage. Carts shall be provided within seven (7) days of a Customer request.

All distributed Recycling Carts shall include information materials describing material preparation and collection requirements. Any materials published by the Contractor must be reviewed and approved by the City prior to printing and distribution by the Contractor. All Recycling Carts shall be labeled with materials preparation instructions that visually depict allowed and prohibited materials suitable for the designated Cart either screened or printed on a sticker affixed to the lid, along with telephone and website contact information. All Recycling Carts shall be provided at the Contractor's sole expense.

In the event that a Customer intentionally damages or misuses their Recycling Cart, the Contractor may discontinue recycling service to that Customer, on the City's prior approval and/or may charge the Customer a Cart destruction fee no greater than

half of the current new Cart replacement cost in accordance with Attachment B.

2.1.15.5 Ownership

On the termination of this Contract for any reason, all Contractor-supplied Garbage Carts, Recycling Carts, Compostables Carts and Detachable Containers purchased or obtained by the Contractor in performance of this Contract, shall, at the option of the City, revert to City ownership without further compensation to the Contractor. Upon written notice, the City may elect to assign this ownership option to a third party.

Drop-Box Containers shall be purchased, delivered and maintained by the Contractor during the term of this Contract. On the termination of this Contract for any reason, the City may, at its option, purchase or assign the right to purchase the Contractor's in-place inventory of Drop-Box Containers for use by the successive contractor. In the event that Contractor's Containers are purchased or assigned, the sale price shall equal fifty percent (50%) of the average new price for each Container, based on the average price from three (3) manufacturers at the time of the termination. For the purposes of this transaction, the average prices shall include transportation from the manufacturer to the Contractor's closest service yard, but shall exclude sales or use taxes.

2.1.15.6 Container Colors and Labeling

New and replacement Contractor-provided Recycling Carts shall be blue, Compostables Carts shall be grey, and Garbage Carts shall be green. Detachable Containers used for Garbage shall be green, and all Detachable Containers used for Recyclables shall be blue. The color requirements apply to both Cart bodies and lids but not Commercial Container lids. Containers requiring repainting, including Containers damaged by graffiti, shall be repainted within one week of oral, written or e-mail notification by the City or Customer.

The City may direct changes to cart colors at any time prior to the Contractor ordering initial or replacement carts, provided the new direction from the City does not require replacement of existing inventories and the cost per unit does not increase to the Contractor. Specific Container colors shall be approved by the City prior to the Contractor's order of new Containers.

All Containers shall be labeled with up-to-date instructional information and contact information prior to delivery, including both a customer service phone number and a website address. All label designs shall be approved by the City prior to ordering by the Contractor. The location of the label on the Containers shall be subject to the City's prior approval. Labels shall be replaced by the Contractor at no additional charge when faded, damaged, out-of-date, or upon City or Customer request.

2.1.15.7 Container Weights

The Contractor may charge an overweight fee for Micro-cans or Garbage Carts exceeding two (2) pounds per gallon of Container capacity, unless a Customer has flagged their account for no extras or overweight collection. In that case, the Contractor may refuse collection and tag the Container with an explanation and the actual measured weight of the overweight Container.

No specific weight restrictions are provided for Detachable Containers; however, the Contractor shall not be required to lift or remove materials from a Detachable Container exceeding the safe working capacity of the collection vehicle. The combined weight of Drop-Box and contents must not cause the collection vehicle to exceed legal road weights.

2.1.16 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers and tippers on all collection vehicles shall be operated so as to prevent any blowing or spillage of materials. Any blowing or spillage of materials either caused by Contractor or that occurs during collection shall be immediately cleaned up by the Contractor at Contractor's expense. Prior to any collection vehicle leaving a collection route and/or operating on any roads with a speed limit higher than 25 miles per hour, Contractor shall completely close any collection vehicle openings where materials may blow out and shall thoroughly inspect for and contain any collected materials inadvertently spilled on top of the collection vehicle to prevent release or littering this material. Spillage not immediately cleaned up shall be cause for liquidated damages, as described in Section 4.1.

All vehicles used in the performance of this Contract shall be required to carry regularly-maintained and fully-functional spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to

contain, control and, for minor events, appropriately clean-up any spillage or release of wind-blown materials, litter, or leaks of Contractor vehicle fluids or leachate. The Contractor shall notify the City via e-mail within two hours of any major spill or any spill that leaves a noticeable stain on City Roads or private property. Spill kits shall also include employee spill containment instructions and procedures as well as a regularly updated list of emergency contacts. The Contractor shall develop spill response procedures for review and approval by the City before initiating any work under this Contract. Prior to operating any vehicle in the City, all Contractor vehicle drivers shall be provided with hands-on training on the location, maintenance, and use of spill kits and associated containment and notification procedures. Such training shall be provided to all vehicle drivers at least annually.

All Drop-Box loads (both open and compactor) shall be properly and thoroughly covered or tarped to prevent any spillage of material prior to Contractor vehicle entering any Private Road or Public Street.

2.1.17 Pilot Programs

The City may wish to test and/or implement one or more changes to waste stream segregation, materials processing or collection technology, promotion of services, or collection frequency at some point during the term of the Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its intention to implement a pilot program or of its intentions to utilize a new technology system on a City-wide basis. The costs (or savings) accrued by any City-initiated pilot programs shall be negotiated prior to implementing any City-directed pilot or proceeding with City Service Area-wide full implementation. The Contractor shall coordinate with the City and participate fully in the design, roll-out, operation and troubleshooting of such pilot programs.

Contractor-initiated pilot programs shall require prior written notification and approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers; however, savings accrued may be subject to negotiations prior to City-wide implementation at the City's request.

Contractor-initiated surveys are allowed of businesses and/or Residences to gather information about generic service preferences or to access pilot program options or outcomes, provided that all related data and analysis is shared with the City.

2.1.18 Disruption Due to Construction

The City reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the City may

direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. However, the Contractor shall, by the most expedient manner, continue to collect Garbage, Recyclables and Compostables to the same extent as though no interference existed upon the streets or alleys normally traversed. This collection shall be done at no extra expense to the City, the City's agents or the Contractor's Customers.

2.1.19 Contractor Planning Assistance

The Contractor shall, upon request and without additional cost, make available site planning assistance to either the City and/or property owners or their representatives. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the City Service Area and shall address the design and planning of Garbage, Recyclables and Compostables removal areas and their location upon the site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks, enclosures, compactor equipment, and other similar structures or areas shall also be available for existing Customers when adjusting Garbage, Recyclables and Compostables services. Contractor planning assistance shall be provided within two working days of the Contractor receiving a written request for assistance.

2.1.20 Safeguarding Public and Private Facilities

The Contractor shall be obligated to protect all public and private improvements, facilities and utilities whether located on public or private property, including street Curbs. If such improvements, facilities, utilities or Curbs are damaged and such damage is primarily attributable to the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same. If the Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost of doing so shall be billed to and become the responsibility of the Contractor.

2.1.21 Company Name

The Contractor shall not use a firm name containing any words implying municipal ownership without prior written permission from the City.

2.1.22 Transition and Implementation of Contract

Within 45 days of the execution of this Contract and no later than 180 days prior to the commencement of services, Contractor shall provide a detailed Transition and Implementation Plan to the City for review and approval. The Contractor's operations and management staff shall be available for weekly meetings with the City, at the City's request, during the Transition

and Implementation Period, which shall be a period extending from submittal of the Transition and Implementation Plan through 90 days following the commencement of services. The Contractor shall provide weekly tallies of container delivery counts and delivery areas, billing and customer service updates, problems encountered and options for resolution, a summary of upcoming activities, and other information necessary for the City to evaluate the Contractor's implementation efforts and to remain fully apprised of the transition between contractors.

2.1.23 Ongoing Coordination with City and Performance Review

The Contractor's supervisory staff shall be available to meet with the City at the City's offices on request as well as on a quarterly schedule to discuss and resolve operational and Contract issues. The City may, at its option, conduct periodic performance reviews of the Contractor's performance under this Contract. The City may perform the review to confirm various aspects of the Contractor's operations and compliance with this Contract. City staff or contracted consultants may provide the review at the City's direction. The Contractor shall fully cooperate and assist with all aspects of the performance review, including access to Contractor's route and Customer service data, billing information, safety records, equipment, facilities and other applicable items. The City's scope of review under this provision is intended to focus on analysis of the Contractor's performance and Contract compliance.

The results of the performance review shall be presented to the Contractor and a plan for addressing any deficiencies shall be provided to the City within two (2) weeks of the Contractor's receipt of the review. The Contractor shall analyze and correct in good faith any deficiencies found in its performance under this Contract, including broader implementation of corrections that extend beyond the limited data or scope of a performance review to bring Contractor into more complete Contract compliance.

The Contractor's corrective plan shall address all identified deficiencies and include a timeline for corrective actions. The Contractor's corrective plan shall be subject to review and approval by the City. Upon approval of the plan, the Contractor shall implement and sustain actions that correct deficiencies. Failure to complete correction of deficiencies as outlined in the plan and/or failure to initiate good faith corrective actions within thirty (30) days shall constitute a failure to perform subject to liquidated damages as defined in 4.1.

The Contractor shall continually monitor and evaluate all operations to ensure compliance with this Contract. At the request of the City, the Contractor shall report its own findings from internal monthly performance measures for collection, customer service and maintenance functions. The City shall determine which of the Contractor internal performance

management measures are relevant to addressing any particular deficiencies and the Contractor shall continue to report those measures until notified in writing by the City.

2.1.24 Disposal Restrictions and Requirements

All Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables, shall be delivered to the King County Disposal System, unless otherwise directed in writing by the City.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected and instead prominently tagged with a notice informing the Customer that King County does not accept Yard Debris mixed with Garbage for collection. Contractor's knowing collection of Garbage mixed with visible Yard Debris shall be grounds for liquidated damages as provided in Section 4.1.

The Contractor shall not be required to collect hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options. The Customer shall remain responsible for all costs associated with handling and disposal of hazardous materials inadvertently collected by Contractor.

Garbage collected by the Contractor may be processed to recover Recyclables, provided that the residual is disposed in accordance with the City's Interlocal Agreement with King County. In the event the Contractor elects to haul Garbage to a private processing facility, the Contractor shall charge the Customer no more than the equivalent Garbage disposal fee at a King County Disposal System transfer station and shall charge hauling fees no higher than provided for in Attachment B.

2.1.25 Direct Payment of Disposal Fees by City

Upon 180 days written notice, the City may elect to pay disposal fees directly to King County. If the City elects to pay disposal fees directly, the Contractor shall:

- (1) Ensure that Garbage routes serving City Customers handle only City Garbage and not Garbage from Customers in other jurisdictions;
- (2) Properly train and supervise its collection crews to properly use City disposal cards at County facilities, and to reconcile loads delivered by Contractor's crews with the disposal invoice provided by King County;

- (3) Track and report disposal quantities by route and average Container weights by Container size each month;
- (4) Formalize a separate billing agent addendum to this Contract which details the financial and legal relationship between the Contractor (billing agent) and the City (client), including how receivables are handled and how the City handles disbursement to the Contractor and the County; and
- (5) Reduce its overall compensation for each service level by the amount of the disposal fee component plus the then-current business and occupation tax, based on the unit weights listed in the then-current Attachment B of this Contract.

If the City elects to pay disposal directly, the City shall release and indemnify the Contractor from financial and legal responsibility for disposal payments for City Garbage, provided that the Garbage has been collected only from applicable City Customers in accordance with this Contract.

Independent of the City's decision on disposal cost payment, the Contractor shall participate upon request in a City-funded and managed Container weight study to be conducted no more than once every three years of the Contract. At the City's option, the container weight study results may be used to update the disposal components listed in Attachment B of this Contract.

2.1.26 Violation of Ordinances

The Contractor shall report in writing immediately to the City any observed violation of the City's ordinances providing for and regulating the Containerization, collection, removal and disposal of Garbage, Recyclables and Compostables.

2.1.27 Contractor Planning and Performance Under Labor Disruption

No later than ninety (90) days prior to the expiration of any labor agreement, the Contractor shall provide the City with its planned response to labor actions that could compromise the Contractor's performance under this Contract. The Contractor-prepared Strike Contingency Plan shall address in detail:

1. The Contractor's specific staffing plan to cover Contract services, including identification of staff resources moved from out-of-area operations and the use of local management staff to provide basic services. The staffing plan shall be sufficient to provide recovery of full operations within forty-eight (48) hours following the initiation of the disruption.

2. Contingency training plans to ensure that replacement and management staff operating routes are able to continue to collect route data and follow collection and material delivery procedures for all material streams collected from Customers.
3. Identification of temporary Drop-box Container or staffed packer truck locations for all material streams. For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall list the property owner/lessee's contact information and the date on which permission for temporary use was received. The City shall review these locations, after which the City shall approve or deny in writing use of specific locations.
4. A recovery plan to address how materials will be collected in the event of a short-notice disruption that does not allow the Contractor to collect all materials on their regular schedule (e.g. a wildcat strike) within forty-eight (48) hours.
5. Billing policies to refund or credit the service component of rates for all services not delivered to Customers. Service credits may exclude the disposal component of rates, as those materials are assumed to be collected either through temporary Drop-Box sites or upon resumption of curbside service.

The Contractor shall keep the City informed of the status of active labor negotiations on a daily basis, specifically during the period surrounding the end of employee contracts with Contractor employees. In the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform the City within four (4) hours by phone and e-mail of the nature and scope of the disruption, as well as the Contractor's immediate plans to activate any part of, or its entire, Strike Contingency Plan. Upon this notification, the forty-eight (48) hour or two-business day countdown will be deemed commenced and a state of Labor Disruption is officially declared. At the close of each service day during a Labor Disruption, the Contractor shall report to the City via e-mail the areas (per a detailed map) and customer counts of served and unserved customers by material stream and service sector.

In the event that a disruption lasts more than one week, the Contractor shall provide Drop-box Containers or staffed packer trucks for Customer use for each affected material stream in City-approved locations throughout the affected route areas.

Once a Labor Disruption is initiated, a forty-eight (48) hour 'grace' period will be allowed prior to assessment of Liquidated damages. Liquidated damages on the Contractor pursuant to Section 4.1 shall be assessed starting for all services normally scheduled, beginning on the third day

following the initiation of any disruption. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process; provided, however, that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of liquidated damages.

The Contractor's failure to comply with the provisions of this section shall be subject to a special fee of fifty thousand dollars (\$50,000) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to the City for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to the City within thirty (30) days of the Contractor's receipt of the City invoice. This fee is not a regular performance fee for the purposes of Section 4 and shall not be counted in the cumulative performance fee default threshold referenced in Section 4.2 (4).

2.1.28 Hiring Preference

For initial hiring under this Contract, the Contractor and subcontractors shall actively recruit and give primary hiring preference to any collection workers who have been displaced as a result of the City awarding this Contract and secondary hiring preference to Burien residents, provided that such workers are fully qualified and meet the Contractor's standards for employment.

2.2 Collection Services

2.2.1 Single-Family Residence Garbage Collection

2.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed Curbside for disposal by Single-Family Residence Customers in and adjacent to Micro-Cans, Garbage Cans or plastic bags (for Extra Units) and/or Contractor-owned Garbage Carts. The Contractor shall offer carry-out service to disabled Customers at no charge (per Section 2.1.6) and to all other Customers for the appropriate service level rate, plus the carry-out surcharge, in accordance with Attachment B. If a Customer is either eligible for, or subscribes to, carry-out service, carry-out service shall be provided for all three collection streams (Garbage, Recyclables, and/or Compostables) without duplicate surcharges.

2.2.1.2 Collection Containers

The Customer's primary Container must be a Micro-Can or Garbage Cart. Plastic bags and Garbage Cans may only be used

for Extra Units, not as the Customer's primary Container. Micro-Can and Cart rental fees shall be embedded in the respective rate charged for the level of service and not separately charged or itemized.

Micro-Cans and Garbage Carts shall be delivered by the Contractor to Single-Family Residence Customers within seven (7) calendar days of the Customer's initial request.

2.2.1.3 Specific Collection Requirements

The Contractor shall offer regular weekly collection of the following service levels:

- (1) One 10-gallon Micro-Can;
- (2) One 20-gallon Garbage Cart;
- (3) One 32-gallon Garbage Cart;
- (4) One 45-gallon Garbage Cart;
- (5) One 64-gallon Garbage Cart; and
- (6) One 96-gallon Garbage Cart.

On request, the Contractor shall also offer Customers monthly collection of one 32-gallon Garbage Cart with no putrescible wastes, at a rate equal to the weekly Micro-Can service level. Customers subscribing at this service level will continue to receive regularly scheduled Curbside recycling service.

Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access. An Extra Unit charge may be assessed for materials loaded so as to lift a Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight Container at the Extra Unit rate, provided that the Customer agrees in advance to pay for the Extra Unit rate, otherwise, the Container shall be left at the Curb with Customer notification as to why it was not collected. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Unit fees. All Extra Units from Customers with a history of disputed charges shall be documented with a date and time stamped photograph. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be

provided by the Customer no less than twenty-four (24) hours prior to that Customer's regular collection.

Collections shall be made from Single-Family Residences on a regular schedule on the same day and as close to a consistent time as possible. Customers shall place Containers on or abutting Public Streets or Private Roads. The Contractor may tag inappropriately placed Containers and may discontinue service in the event of persistent inappropriate Container placement. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers, in an upright position, with lids closed and attached, to their set out location and will not place Containers on streets, sidewalks, public pathways, or in places that block vehicle access to any driveways, mailboxes, or similar structures.

Once each year, on a scheduled week or through the use of an on-demand call-based service at the option of the City, the Contractor shall provide a curbside collection event to handle bulky materials at no additional charge to Residential Customers. The event shall accept two categories of bulky household items: (1) up to one (1) yard of individual small items not larger than three feet by three feet and weighing not more than 65 pounds; and (2) larger items, limited to one of each type, including all appliances (white goods), mattresses, sofas, and hot water tanks.

Upon one-hundred-eighty-days written notice from the City, the Contractor shall shift Single-Family Residence Garbage collection to every-other-week. In the event that the City implements this reduced collection frequency, the Single-Family Garbage rates in Attachment B shall be reduced by \$1.54/month plus the City's then-current Franchise Fee and corresponding State B&O tax on the Franchise Fee related to this reduction, subject to the rate modification provisions of Section 3.3.

2.2.2 Single-Family Residence Recyclables Collection

2.2.2.1 Subject Materials

The defined list of Residential Recyclables shall be collected from all participating Single-Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single-Family Residences prepared and either called-in or set-out as described in Attachment C. With the exception of Corrugated Cardboard, the maximum dimensions for Recycling materials shall be two

(2) feet by two (2) feet by two (2) feet. Recyclables containing obvious amounts of Compostables or Garbage shall not knowingly be collected and instead prominently tagged with a notice informing the Customer of Recyclables contamination. Customers shall be contacted and provided the opportunity to either remove the contamination and have the materials collected the following collection cycle or, alternatively, have the materials collected as Garbage at the regular extra fee..

2.2.2.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining adequate inventories of, and distributing and maintaining Recycling Carts. The default Recycling Cart size shall be 96-gallons for new Customers, provided that the Contractor shall offer and provide 32- or 64-gallon Recycling Carts on request to those Customers requiring either less or additional capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts shall include a recycling/program brochure when distributed.

Recycling Carts shall be delivered by the Contractor to new Customers or those Customers requesting replacements, within seven (7) days of the Customer's initial request.

2.2.2.3 Specific Collection Requirements

Single-Family Residence Recyclables collection shall occur every-other-week on the same day as each household's Garbage collection. Single-Family Residence Recyclables collection shall occur during the hours and days specified in Section 2.1.4. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly and quiet manner and shall return Containers with their lids closed and attached to their set out location in an orderly manner.

The Contractor shall collect all properly prepared Single-Family Residence Recyclables from Garbage Customers. No limits shall be placed on set-out volumes, except in the case when extremely large quantities of commercially-generated materials are consistently set out at a Single-Family Residence. In this case, the Contractor shall request the resident to use a larger Recycling Cart or use commercial recycling services for

the excess volumes. If the resident continues to set out commercial quantities of Recyclables, the Contractor shall notify the City for further action. In the event that large quantities of Residentially-generated cardboard (e.g. moving boxes) are set out for collection, the Contractor may collect the excess materials the following day in a separate truck, provided that clear written notification of the collection delay is provided to the Customer.

The Contractor shall collect properly packaged used motor oil from Single-Family Residential Customers. The Contractor may refuse to collect used motor oil from any Customer for any one of the following reasons: 1) the oil was not packaged in a clear, leak proof, plastic jug or bottle, securely sealed with a screw-cap; 2) the packaged oil contained substances other than used motor oil; 3) the packaged oil leaks in any way; 4) the Container is not properly labeled with the Customer's name and address; or 5) there is spillage at the Customer location which is not caused by the Contractor's employees. Should the Contractor reject used motor oil for any of these reasons, a tag outlining the reason for rejection shall be left with the oil.

The City and Contractor shall cooperate on monitoring the quality of Recyclables set out for collection. Either party may inspect or sample set-out or collected Recyclables. Any deficiencies in Recyclables quality observed by City or Contractor's staff shall require educational follow-up by the Contractor to encourage maximum quality and marketability. Educational follow-up shall range from a minimum of a notice ticket or "oops tag" to involvement of Contractor staff.

Upon one-hundred-eighty-days (180) written notice from the City, the Contractor shall shift Single-Family Residence Recyclables collection to weekly. In the event that the City implements this increased collection frequency, the Single-Family Garbage rates in Attachment B shall be increased by \$1.36/month plus the City's then-current administrative fee and corresponding State B&O tax on the administrative fee related to this increase, subject to the rate modification provisions of Section 3.3.

2.2.3 Compostables Collection

2.2.3.1 Subject Materials

Compostables shall be collected each collection cycle from all Single-Family Customers who participate in the embedded compostables program.

Compostables containing obvious amounts of Recyclables or Garbage shall not knowingly be collected and instead prominently tagged with a notice informing the Customer of Compostables contamination. Customers shall be contacted and provided the opportunity to either remove the contamination and have the materials collected the following collection cycle or, alternatively, have the materials collected as Garbage at the regular extra fee.

Contaminated or oversized Compostables materials rejected by the Contractor at the Curb shall be tagged in a prominent location with an appropriate problem notice explaining why the material was rejected.

2.2.3.2 Containers

A 32-, 64-, or 96-gallon Compostables Cart shall be provided to each subscriber, at the subscriber's option. The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Compostables Carts. Compostables Carts shall be labeled with instructional information, in accordance with Section 2.1.15.6.

Extra Yard Debris material that does not fit in the initial Compostables Cart shall be bundled or placed in Kraft bags or Customer-owned Garbage Cans labeled for Yard Debris. Customers choosing to use their own Containers for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the Container's contents as Yard Debris.

Compostables Carts shall be delivered by the Contractor to Customers within seven (7) days of the Customer's initial request. Redelivery fees shall be charged only to those Residential Customers that cancel and then restart Compostables Cart collection service within seven months of cancellation. In order for this fee to be applicable, Contractor

must notify each Customer at the time they request service cancellation. The Contractor may charge a Compostables Cart cleaning and deodorizing fee, per occurrence, for each Compostables Cart cleaned and redelivered to existing Compostables collection subscribers upon their request.

2.2.3.3 Specific Collection Requirements.

Compostable materials shall be collected every week on the same scheduled service day as Garbage collection. 96-gallon Cart Customers shall be able to subscribe for one or more additional 96-gallon Carts, at a reduced rate. Loose Extra Units in bags or repurposed Garbage Cans shall be charged in 32 gallon increments in accordance with Attachment B.

For the two collection cycles immediately following a City-designated storm event, up to 96 additional gallons of storm debris shall be accepted with regular quantities of Compostables without extra charge.

Unflocked, undecorated, natural holiday trees (Christmas Trees) will be collected at no additional cost on the first two weeks of scheduled Compostable materials collection each year from all Single-Family and Multifamily Residences in the City if prepared as 2x2x4 feet sections or bundles.

The Contractor shall collect on Public Streets and Private Roads, in the same location as Garbage collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner and shall return Containers in an upright position, with lids attached, to their set out location and will not place Containers on streets, sidewalks, public pathways, or in places that block vehicle access to any driveways, mailboxes, or similar structures.

2.2.4 Single Family Bulky Waste Collection

2.2.4.1 Subject Materials

On-call bulky waste collection shall be offered and shall be provided at the rates listed in Attachment B. Collected oversized items shall be recycled by the Contractor to the extent possible. The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, and whether the item was recycled or disposed. This log shall be provided to the City on a monthly basis.

2.2.4.2 Specific Collection Requirements

On-call collection services of bulky waste such as couches, mattresses, white goods and other oversized materials shall occur during the hours and days specified in Section 2.1.4, with the exception that Saturday collection is permissible if it is more convenient for Customers. The Contractor's crews shall make collections in an orderly and quiet manner.

2.2.5 Multi-Family Complex and Commercial Customer Garbage Collection

2.2.5.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multi-Family Complex and Commercial Customers in acceptable Containers as designated in Section 2.2.5.2.

2.2.5.2 Containers

The Contractor shall provide Containers meeting the standards described in Section 2.1.15. Multi-Family Complex and Commercial Customers shall be offered a full range of Containers and service options, including Garbage Carts, one (1) through six (6) cubic yard compacted and one (1) through eight (8) cubic-yard non-compacted Detachable Containers, and compacted or non-compacted Drop-Box Containers. The Contractor may also lease or sell compacted Drop-Box Containers and Drop-Box and Detachable Container Compactors to Customers outside of this Contract at rates negotiated between the Customer and the Contractor.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units at the rates listed in Attachment B. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units and documentation of service irregularities such as damaged or blocked Containers. All Extra Units and service irregularities shall be documented with a date and time stamped photograph.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multi-Family Complex and Commercial Customers. However, not all collection sites within the City Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide Containers and

collection services capable of servicing all Customer sites, whether or not front-load collection is feasible at that Customer's site.

Contractor-owned Containers shall be delivered by the Contractor to requesting Multi-Family Complex and Commercial Customers within three (3) days of the Customer's initial request. The Contractor shall use reasonable efforts to require Customers to protect such Containers from graffiti or negligent misuse, and to not use such Containers for other than their intended purpose.

2.2.5.3 Specific Collection Requirements

Commercial Garbage collection shall be made available to Multi-Family Complex and Commercial Customers daily, Monday through Saturday, during the times specified in Section 2.1.4. Collection at Multi-Family sites shall be limited to the same hours as Single-Family Residence collection. Collections shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize Customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best truck access possible. Containers shall be replaced after emptying in the same location as found.

Extra charges may be assessed for materials loaded so as to lift the Garbage Can, Garbage Cart or Detachable Container lid in excess of six (6) inches from the normally closed position.

Customers may request extra collections and shall pay a proportional amount (e.g. one pick-up per week rate divided by 4.33 weeks per month) of their regular monthly rate for that service.

2.2.5.4 Premium Services

Premium services for Commercial and Multifamily Customers include Contractor-provided locks, lockboxes to hold customer keys, opening and closing gates, and rolling out containers more than 10 (ten) feet. The charges for premium services are specified in Attachment B.

2.2.6 Multi-Family Complex Recyclables Collection

2.2.6.1 Subject Materials

The Contractor shall provide adequate Container capacity and collect all Recyclables from Multi-Family Complexes consistent with the material list, preparation requirements and limitations described in Attachment C. This embedded Recyclables collection shall occur at no extra charge from base Garbage collection. The Contractor shall tag contaminated Containers but will not collect the contaminated load as Garbage and not charge the resident or property manager a fee for contamination unless notification and correction procedures are completed.

2.2.6.2 Containers

The Contractor shall use Detachable Containers for recycling collection at Multi-Family sites wherever practicable and shall use Recycling Carts only at duplexes, tri-plexes, four-plexes and other sites where site constraints limit the use of Detachable Containers. Upon notice, Contractor shall equip Detachable Containers with special slotted recycling lids approved by the City.

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Detachable Containers and Recycling Carts. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Recycling Carts on request to those complexes requiring either less or additional capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts shall be labeled with recycling collection requirements in accordance with Section 2.1.15.6 when distributed. The City may require that combination or common-keyed locks and multiple keys be provided by Contractor at no extra charge to limit contamination of Recycling Carts or Recycling Detachable Containers.

Recycling Carts and Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request. Multi-Family Complex Recycling Carts shall be relabeled periodically in accordance with Section 2.1.15.6.

2.2.6.3 Specific Collection Requirements

Multi-Family Complex recycling collection shall occur weekly or more frequently, as needed, during the hours and days specified in Section 2.1.4 for Multi-Family Complex collection. Collections shall be made on a regular schedule on the same day(s) of the week to minimize Customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best truck access possible. After emptying Containers shall be replaced in the same location as found. Multi-Family Complex Recycling Customers shall not be charged lock, gate or roll-out fees.

When space constraints limit the provision of Containers appropriately-sized for weekly collection, the Contractor shall provide more frequent collection, as necessary, of smaller Containers to provide adequate total recycling capacity for the Multi-Family Complex site.

2.2.6.4 Multi-Family Recycling Outreach and Incentives

The Contractor shall provide ample copies of current recycling guidelines upon request of the City or Customer. The Contractor shall assist the City in the development and implementation of an annual recycling outreach and incentive plan. The plan shall include, at a minimum, a description of planned programs, tasks assignments between the City and Contractor and support costs where appropriate.

Public Education will play an important role in this process. The Contractor and the City shall work together to conduct workshops, visit with Customers, and develop and implement a high quality public education campaign. The outcomes and results of these efforts will be tracked and reported to the City by the Contractor.

2.2.7 Commercial Recycling Collection

2.2.7.1 Subject Materials

The defined list of Commercial Recyclables shall be collected from all participating Commercial Customers as part of basic Garbage collection services at no additional charge.

The Contractor shall collect all Commercial Recyclables from Commercial Customers that are prepared in the manner described on Attachment C. In the event of contaminated materials, the driver shall notify the Contractor, and the Contractor shall contact the Customer with specific instructions for Customer to prepare the rejected materials for collection service or authorization to collect the material as Garbage for the regular Garbage collection fee. Contractor shall notify the City immediately, through use of dispatch or route management staff, if repeated contamination occurs in Recyclables set out by any Commercial or Multi-Family Customer.

2.2.7.2 Containers

Contractor-supplied Recycling Containers shall be used for collecting Commercial Recyclables. Recycling Carts and Recycling Detachable Containers shall be distinguished from Compostables or Garbage Container colors per Section 2.1.15.6 and shall include prominent identifying labels that provide directions for the preparation of the materials to be placed in the Cart or Container.

At larger businesses, the Contractor may use Detachable Containers or Drop-Box Containers for Recyclables collection provided that they are distinguished from Containers used for Garbage collection and are equipped with prominent identifying labels.

Contractor-owned Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

2.2.7.3 Specific Collection Requirements

Commercial Recyclables collection shall be provided weekly with no limits on quantities during the hours and days specified in Section 2.2.5.3. Collections shall be made on a regular schedule on a consistent day and as close to a consistent time as possible to minimize Customer confusion. The Contractor shall collect in alleys where practical and on streets where no alleys are present. Containers shall be replaced in the same location after emptying.

Commercial Recyclables collection Containers and service may be ordered by the Commercial Customer, the City, or the City's contracted technical assistance consultant, provided that

the Contractor shall not be required to provide Commercial Recyclables collection to an unwilling party.

2.2.8 Multi-Family Complex and Commercial Customer Compostables Collection

2.2.8.1 Subject Materials

The Contractor shall provide Cart-based Compostables collection services to requesting Multifamily Complexes and Commercial Customers on a subscription fee basis. If additional capacity is required, the Customer may arrange for that service privately, either through the Contractor or another party. The provision of fee-based Commercial Compostables collection in Detachable Containers by the Contractor shall comply with the service and billing standards of this Contract, even though rates are not regulated by this Contract.

Contaminated or oversized Compostables materials rejected by the Contractor shall be tagged in a prominent location with an appropriate problem notice explaining why the material was rejected. The Contractor will contact Customers with specific instructions for Customer to make the rejected materials suitable for collection service.

2.2.8.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Compostables Carts and Detachable Containers.

Compostables Carts and Detachable Containers shall be delivered by the Contractor to new Multi-Family Complexes or Commercial Customers within three (3) days of the Customer's request.

2.2.8.3 Specific Collection Requirements

Compostables shall be collected weekly from Multi-Family Complex and Commercial Customers. Collections shall be made on a regular schedule on the same day(s) and as close to a consistent time as possible. The Contractor shall offer Cart lining with compostable cart liners as an additional cost option. The liners shall be approved by the Contractor's composting facility. The Contractor shall also provide free cleaning of containers for each customer at least once per year.

The Contractor shall collect Containers at defined Multi-Family Complex or Commercial Customer Container spaces. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers with their lids closed and attached to their set out location.

Commercial and Multi-Family Customers using Compostables Collection service and the Contractor shall comply with Seattle-King County regulations for Commercial Food Scraps collection.

2.2.9 Drop-Box Container Garbage Collection

2.2.9.1 Subject Materials

The Contractor shall provide Drop-Box Container Garbage collection services to Multi-Family Complex and Commercial Customers, in accordance with the service level selected by the Customer.

2.2.9.2 Containers

The Contractor shall provide Containers meeting the standards described in Section 2.1.15. Both Customer-owned and Contractor-owned Drop-Box Containers shall be serviced, including Customer-owned compactors.

Contractor-owned Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

2.2.9.3 Specific Collection Requirements

Single-Family Residence, Multi-Family Complex and Commercial Customer Drop-Box Container collection must occur during the hours and days specified in 2.2.5.3. Collection of Drop-Box Containers from Single-Family Residences, Multi-Family Complex areas, and multi-use buildings containing Multi-Family Complexes shall be limited to the same hours as Single-Family Residence collection.

The Contractor shall provide service and equipment capability to collect full Drop-Box Containers no later than the next business day after the Customer's initial call. The Contractor shall maintain a sufficient Drop-Box Container inventory to provide empty Containers to new and temporary Customers within three (3) business days after the Customer's initial call.

Mileage fees shall be assessed only when Customer-directed disposal/recycling sites are more than ten (10) road miles by the shortest route from a particular Customer's location, and then only on the additional mileage above twenty (20) miles round-trip. The Contractor shall obtain prior permission from the Customer to use disposal/recycling sites which would result in additional mileage charges.

2.2.10 Temporary Container Customers

The Contractor shall provide temporary 2-, 4-, and 6-cubic yard Detachable Containers and 10-, 20-, 30-, and 40-cubic yard Drop-Boxes to Single-Family Residence, Multi-Family Complex and Commercial Customers on an on-call basis. Temporary service shall include all Customers requesting Container service of less than ninety (90) days duration, including existing Customers on permanent service who temporarily request an extra Container for less than ninety (90) days. The charges for temporary Detachable Container service listed in Attachment B shall include delivery, collection and disposal. Disposal charges for temporary Drop-Box Containers shall be billed in addition to the delivery, rental and hauling charges listed in Attachment B. Rental charges shall be itemized and charged separately, at the rates listed in Attachment B. The Contractor may charge a deposit to be paid in advance of service equal to the average disposal fee for the size of temporary Container ordered if the creditworthiness of the individual Customer is in doubt.

2.2.11 Municipal Services

The Contractor shall provide weekly Garbage, Recyclables and Compostables collection to all City-owned municipal facilities as a part of this Agreement and at no additional charge. Those facilities include, but are not limited to the following:

FACILITY	ADDRESS
City Hall	400 SW 152 nd Street
City Hall North	11846 Des Moines Memorial Dr.
Community Center	14700 6 th Ave SW
Community Center Annex	425 144 th Street SW
Moshier Arts Center	430 S 156 th Street
Public Works Operations Center	18040 Des Moines Memorial Dr.
Public Works Hermes Storage	500 SW 130 th Street
Municipal Parking Lot	634 SW 151 st Street
Seahurst Park	1600 Seahurst Drive SW

At any time during the term of this Contract, the City may add facilities in addition to those listed above. Additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within the City Service Area, as well as municipal facilities in future annexation areas covered by this Contract.

On occasion, the City will pay the Contractor in accordance with charges listed in Attachment B for services that involve a third party, when such third party accumulates Garbage as part of performing services for the City. For example, the City would pay the Contractor for the disposal of roof replacement debris removed from a City facility. Regular Garbage generated on an ongoing basis at all City facilities will otherwise be collected by the Contractor without charge to the City.

2.2.12 City-Sponsored Community Events

The Contractor shall provide Garbage and Recycling services for City-sponsored special events at no charge to the City or users. Container capacity shall be coordinated with event staff to ensure that sufficient Container capacity and collection frequency is provided by the Contractor. These events shall include, but not be limited to:

- **City Drop-off Collection Event:** The Contractor shall support one City special drop-off collection event scheduled for Burien residents (proof of residency required). At each event, the Contractor shall provide drop boxes and/ or detachable containers for white goods, bulky items such as furniture, mattresses/springs, recyclables and other items approved by the City. The Contractor shall provide all equipment, staffing, collection, promotional/outreach, transportation and recycling and/or disposal fees at no additional charge to the City for the first ten (10) hauls at the event. Additional hauls and disposal fees, if requested by the City, shall be paid at Contract rates.
- **Discounted Code Enforcement Clean-up Support:** In residential areas or at specific sites designated by the City, the Contractor shall provide delivery, hauls and disposal of up to twenty (20) Drop Box Containers without charge to the City. The City may specify any sized Container consistent with the Contractor's Drop-Box Container inventory.
- **Collection at Special Events:** The Contractor shall provide without charge, Garbage, Recycling and Compostables Containers and collection during the following events:
 - Wild Strawberry Festival
 - Empty Bowl Event.

At any time during the term of this Contract, the City may add City-Sponsored Community Events in addition to those listed above, provided that if the City adds more than one event every year, the Contractor may negotiate compensation for those additional events. In the event that the total volume of materials collected by Contractor from City-Sponsored Community Events increases by more than 20% above the baseline volume for such events established in the first year of this Contract, then Contractor's rates shall be adjusted to reflect the increased cost to Contractor in providing such services.

2.2.13 Event Services

The Contractor shall offer Garbage, Recycling and Compostables Cart service for events pursuant to the rates included in Attachment B, provided that the first twenty (20) event station/days each calendar year shall be provided at no cost to the City or a Customer as a community service. The Cart service shall include the provision of event stations, which shall be comprised of color-coded and properly labeled Garbage, Recycling and Compostables Carts, or other appropriate containers as approved by the City, along with associated signage designed to help ensure proper disposal of materials in the containers by event participants. Contractor shall offer, at no additional fee, assistance to customers in planning Garbage, Recycling and Compostables collection logistics for planned events.

2.2.14 On-street Litter/Recycling Container Collection.

2.2.14.1 Subject Materials

The Contractor shall provide on-street litter (Garbage) or Recyclables Container collection within the City Service Area. Litter Containers shall be collected as Garbage, and Recyclables Containers shall be collected as Recyclables and handled accordingly.

2.2.14.2 Containers

The City shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and installing on-street litter and Recyclables Containers, in consultation with the Contractor.

The City shall consult with the Contractor to ensure that the style of on-street litter and Recyclables Containers can be efficiently emptied and lined by the Contractor. Containers shall be no larger than 96-gallons in capacity.

The City shall notify the Contractor of the need for any new on-street Containers located within the City Service Area at

least one week prior to the installation of Containers and shall coordinate placement to allow safe collection by the Contractor.

2.2.14.3 Specific Collection Requirements

On-street Containers shall be collected on the schedule set by the City for each Container. Collection frequency for each Container may be variable between three times per week and every-other-week, at the City's option. Containers may be collected on either Commercial or Residential routes, provided that the Contractor times collection to minimize disruptions to traffic flow and does not service the litter containers during peak traffic times.

The Contractor shall provide both scheduled and on-call collection for Containers at the same rate. In the event that the City requests immediate collection of an overflowing Container, the Contractor shall collect that Container on the same day of notification, provided that notification is provided before 5:00 pm.

The Contractor shall provide liners for the on-street Containers with the costs of liners included in the Attachment B rates.

2.2.15 Other Solid Waste Collection Services

The Contractor may occasionally provide other regularly scheduled or one-time services related to solid waste collection in the City not specifically delineated under this Contract. In that event, the Contractor shall notify the City and propose a Customer rate for the service. Upon prior approval of the City, the Contractor may proceed to offer that service.

2.2.16 Snow Plowing Services

Following winter storm events, the City may elect to have the Contractor provide support to City snow removal and/or de-icing and sanding efforts. Upon e-mail or written notice from the City, the Contractor shall equip its vehicles with plowing and/or sanding equipment and provide services as specifically directed by City operations staff. Services shall be charged at the rate provided in Attachment B, based on total truck time used, including time traveling to and from plowing or sanding routes. The Contractor may elect to plow or sand on its own volition at its own expense.

2.2.17 Curbside Storm Clean-up

Upon written or e-mailed City request, the Contractor shall provide a City-wide curbside storm event clean-up for windfall Yard Debris. The event shall be jointly publicized by the City and the Contractor and shall be made available to all Single-family Residences, including both Customers and non-Customers. Under this service, all Single-Family Residences may set out up to two (2) cubic yards of un-containerized, compostable Yard Debris on a designated day of collection. Branches shall be cut into six (6) foot or smaller lengths and be not greater than four (4) inches in diameter. All material shall be placed within five (5) feet of the curb. The Contractor may utilize collection vehicles different than those regularly used to perform collection and will not be subject to the age and emissions standards listed in Section 2.1.14, but such vehicles shall be presentable, in safe working order, and subject to all other conditions of Section 2.1.14. The City shall pay the Contractor the rate provided in Attachment B, per event.

2.3 Management

2.3.1 Customer Service and Billing

The Contractor shall be responsible for providing all customer service functions, including: answering Customer telephone calls and e-mail requests, informing Customers of current services and charges, handling Customer subscriptions and cancellations, receiving and resolving Customer complaints, dispatching Drop-Box Containers and special collections, correlating service levels to current invoices, all Customer billing, and maintaining and regularly updating a user-friendly website. These functions shall be provided at the Contractor's sole cost, with such costs included in the Customer charges (see Attachment B).

The City and Contractor recognize that Customers' preferences for their method of communication may change during the term of this Contract and agree to adjust customer service methods to match Customer preferences. For example, if call traffic to the Contractor's telephone-based call center reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources accordingly to ensure high levels of customer service. The City and Contractor agree to review Contract requirements periodically and negotiate in good faith any desired improvements to the Contract service standards related to customer service delivery.

2.3.1.1 Office Location

The Contractor shall maintain a principal office in King or Pierce County within twenty (20) miles of the City limits. The Contractor's office and customer service assistance shall be accessible by a local area code and phone number, specifically for use during the term of this Contract as the Contractor's primary customer service line. The Contractor's office hours shall be open at a minimum from 8 a.m. to 5 p.m. daily, except Saturdays, Sundays and recognized holidays. Representatives shall be available at the Contractor's local office during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail.

The Contractor shall maintain an emergency telephone number for use by City staff outside normal office hours. The Contractor shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours.

2.3.1.2 Customer Service Requirements

2.3.1.2.1 Customer Service Representative Staffing

During office hours and Saturday from 9am to noon, the Contractor shall maintain sufficient staff to answer and handle complaints and service requests from multiple incoming telephone calls simultaneously. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall also maintain sufficient staff to answer and handle complaints and service requests made by letter or e-mail. If staffing is deemed to be insufficient by the City based on agreed-upon performance measures in Section 2.3.1.2.3, the Contractor shall increase staffing levels to meet contract performance criteria.

The Contractor shall provide additional staffing during the transition and implementation period, and especially from six (6) weeks prior to the

commencement of new services, through the end of the fourth month after the commencement of new services, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. The Contractor shall receive no additional compensation for increased staffing levels during the transition and implementation period. Staffing levels during the mobilization, transition and implementation period shall be subject to prior City review and approval.

2.3.1.2.2 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address (if the Customer is willing to give this information), method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via the Contractor's non-office hours answering service shall be recorded in the log the following business day. The Contractor shall make a conscientious effort to resolve all complaints within twenty-four (24) hours of the original call or e-mail, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

The customer service log shall be available for inspection by the City, or its designated representatives, during the Contractor's office hours, and shall be in a format approved by the City. The Contractor shall provide a copy of this log in an electronic format to the City with the monthly report.

The Contractor shall provide sufficient field service/sales staff and route manager personnel to accurately set-up accounts and visit Customers at their service location as needed – for example during roll-out of service changes that impact

multiple accounts, or during establishment of new Recycling or Compostables collection service changes. The Contractor's field service/sales staff shall be able to describe to Customers any related service procedures and Container or equipment needs, and be able to calculate any related rate impacts that would arise from implementing service change options.

2.3.1.2.3 Handling of Customer Calls

All incoming telephone calls shall be answered promptly and courteously, with an average speed of answer of less than twenty (20) seconds. For all calls placed in the queue, no greater than five percent overall shall abandon on a monthly basis. A summary of these discrete performance measures will be provided as part of required monthly reporting. A Customer shall be able to talk directly with a customer service representative when calling the Contractor's Customer service telephone number during office hours. An automated voice mail service or phone answering system may be used when the office is closed.

2.3.1.2.4 Corrective Measures

Upon the receipt of Customer complaints in regards to busy signals or excessive delays in answering the telephone, the City may require that the Contractor submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have thirty (30) days to implement the corrective measures, except during the transition and implementation period, during which time the Contractor shall have one (1) week to implement corrective measures. Corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall be subject to liquidated damages.

2.3.1.2.5 Internet Website

The Contractor shall provide a Customer-friendly Internet website accessible twenty-four (24) hours

a day, seven (7) days a week, containing information specific to the City's collection programs, including at a minimum, contact information, collection schedules, material preparation requirements, available services and options, rates, inclement weather service changes, and other relevant service information for its Customers. The website shall include an email function for Customer communication with the Contractor and the ability for Customers to submit service requests on-line. E-mailed Customer service requests shall be answered the next business day after receipt. The website shall offer Customers the option to pay their service bills on-line through a secured bill payment system. Website content and design shall be submitted for City approval a minimum of three (3) days prior to planned roll-out of website changes, and website content and design shall continue to be subject to the City's approval throughout the term of this Contract. The Contractor shall update the website monthly, and more often if necessary, and provide links to the City's website. The website shall include contact information translated into Spanish. The Contractor's website shall minimize "pop-up" windows and not include adware, spyware or third party tracking "cookies."

2.3.1.2.6 Texting

The Contractor shall either adapt its existing call center telephone system or provide a separate number for Customers who prefer to use texting for service questions or requests.

2.3.1.2.7 Full Knowledge of Programs Required

The Contractor's customer service representatives shall be able to accurately describe all collection services available to City Customers, including the various services available to Single-Family Residence, Multi-Family Complex, and Commercial Customers. For new Customers, customer service representatives shall explain all Garbage, Recyclables, Compostables and Food Scrap collection options available depending on

the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, Container deliveries, and other Customer concerns. Customer service representatives shall be trained to inform Customers of all Recyclables, Compostables and Food Scrap preparation specifications. Policy questions resolvable by the City shall be immediately forwarded to the City for response. The Contractor's customer service representatives shall have real-time electronic access to customer service data and history to provide efficient and high-quality customer services.

2.3.2 Contractor's Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services provided under this Contract. All Single-Family Residence Customers shall be billed at least quarterly, and Multi-Family Complex and Commercial Customers shall be billed monthly. Customers may be billed prior to receiving service, but the due date (or past due date) shall be no sooner than the last day of service provided under that billing cycle. The bill's due date shall be no sooner than fifteen (15) business days after the date the bill is mailed. The Contractor may make account adjustments for over- or under-charges, provided that under-charges may only be charged for services provided within ninety (90) days of the bill date.

Billing and accounting costs associated with Customer invoicing shall be borne by the Contractor and are included in the service fees in Attachment B. The Contractor may bill to Customers late payments and NSF ("bounced") check charges, as well as the actual third party costs of bad debt collection. Late fees shall not exceed one percent (1%) per month and NSF charges shall not exceed twenty dollars (\$20.00) per NSF check or actual bank charges, whichever is greater.

Single-Family Residential Customers may temporarily suspend service due to vacations or other reasons for as long and as often as desired in one (1) week increments and be billed pro-rata for actual collection services received, provided that they shall be charged the weekly stand-by rate to cover the cost of in-place Carts.

All Single-Family Residence Recyclables collection costs and revenues, and Compostables collection, shall be included in the Garbage collection rate and shall not be charged or itemized separately. All Multi-Family

Complex Recyclables collection costs and revenues shall be included in the Garbage collection rate and shall not be charged or itemized separately, except as directed at the City's sole discretion. Commercial Customer and Multi-Family Complex Compostables services shall be itemized and charged separately. No surcharges (such as environmental or fuel surcharges) shall be added to invoices for Garbage, Recyclables or Compostables collection, including Commercial Recycling collection, unless specifically authorized in writing by the City.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables and Compostables collection bills. Bills must include a statement indicating the Customer's current service level, current charges and payments, and appropriate taxes and fees as well as the Contractor's customer service contact information. Space shall be made available on bills for including City contact information at the City's request.
- Accepting, processing and posting payment data each business day.
- Maintaining a system to monitor and report Customer subscription levels, record Extra Unit Garbage and Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for a period of not less than two years.
- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services.
- Collecting unpaid charges from Customers for collection services.
- Implementing rate changes as specified in Section 3.1 and 3.3.
- Including lines/space for customer service messages on Customer bills.
- Including Contractor phone numbers for customer service on Customer bills.
- The Contractor shall electronically notify the Customers of their invoices and then accept payment either through a pre-authorized autopay arrangement or a single-event credit card or debit payment feature on the Contractor's website. The Contractor shall not charge additional fees for credit or debit transactions. Customers may choose to use the autopay function, but retain paper billing, in which case no discount shall be provided.

- Manage published information so that all Customers in any grouping targeted for receipt of printed educational or outreach materials shall be included in Contractor's mass-mailings of such materials regardless of Customer's billing method status (such as web-based invoicing) or Customer's mail receipt method (such as use of a Post Office Box rather than standard curbside mail service).

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (customer service, service levels and billing history) database. The Contractor shall ensure that a daily backup of the account servicing database is made and securely stored off-site. The Contractor shall also provide the City with a copy of the customer service database via e-mail or other electronic medium on a quarterly basis. The City shall have unlimited rights to use the customer service database to develop targeted educational and outreach programs, analyze service level shifts or rate impacts, and/or to provide information to successor contractors.

Upon five (5) business days written notice, the Contractor shall provide the City with a paper and/or electronic copy at the City's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels, and current account status. City requests for information pertaining to five or fewer accounts shall be provided within one business day.

As set forth in detail below, the Contractor shall provide monthly and annual reports to the City. In addition, the Contractor shall allow the City access to pertinent operations information related to compliance with the obligations of this Contract, such as vehicle maintenance logs, disposal, Compostables and recycling facility certified weight slips, and Customer charges and payments.

2.3.3 Reporting

The Contractor shall provide monthly and annual reports to the City at no cost. In addition, the Contractor shall allow City staff access to pertinent operations information such as disposal facility certified weight slips and vehicle maintenance logs.

2.3.3.1 Weekly Reports

If the City elects to implement mandatory collection, the Contractor shall provide the City with a weekly list of Customer-initiated service stops logged the previous week by the end of the day each Monday. The Contractor shall provide the Customer name, address, service level, phone

number, and the date of the service stop. The City shall use this information to enforce its mandatory collection requirements.

2.3.3.2 Monthly Reports

On a monthly basis, by the 15th of each month, the Contractor shall provide a report containing information for the previous month. Reports shall be submitted in electronic format approved by the City and shall be certified to be accurate by the Contractor. At a minimum, reports shall include:

- (1) A log of complaints and resolutions for all collection services and sectors. At a minimum, the complaint log shall include Customer name and/or business name, Customer's service address, contact telephone number, date of complaint, a description of the complaint, a description of how the complaint was resolved, the date of recovery/resolution and any additional driver's notes or comments. All complaints and resolutions of any type shall be logged and reported to the City.
- (2) A tabulation of the number of single family, commercial and multi-family accounts by service level/Container size and service frequency.
- (3) A compilation of program participation statistics including: a summary of multi-family and commercial participation in recycling programs, set-out statistics for Residential Garbage, Compostables and Recyclables collection services, and log of bulky items.
- (4) A compilation of total monthly and year-to-date summaries of Garbage, Recyclables and Compostables quantities by collection sector.
- (5) A summary of Recyclables quantities by collection sector and by commodity, including processing residues disposed and market prices.
- (6) A summary of disposal or tipping facility locations and associated quantities for Garbage, Recyclables and Compostables as well as any changes in processing procedures, locations or tipping fees.
- (7) A description of any vehicle accidents, infractions, or insurance claims against the Contractor.

- (8) A description of any changes to collection routes, Containers, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), customer service or other related activities affecting the provision of services; and
- (9) Call Center performance as outlined in Section 2.3.1.2.2.

If collection vehicles are used to service more than one Customer sector or jurisdiction, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection quantities. The apportioning methodology shall be subject to prior review and approval by the City and shall be periodically verified through field testing by the Contractor.

2.3.3.3 Annual Reports

On an annual basis, by the last working day of January, the Contractor shall provide an electronic report containing the following information:

- (1) A consolidated summary and tabulation of the monthly reports, described above.
- (2) A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in Compostables and Recyclables collection programs.
- (3) A discussion of promotion and education efforts and accomplishments.
- (4) An inventory of current collection, delivery, spare and other major equipment, including make, model, year, and accumulated miles.
- (5) A list of multi-family and commercial recycling sites.

2.3.3.4 Ad Hoc Reports

The City may request from the Contractor up to six (6) ad-hoc reports each year, at no additional cost to the City. These reports may include customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in the City-

defined format and software compatibility. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete.

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the term of the Contract. Information received by the City and in the Contractor's possession shall be subject to existing laws and regulations regarding disclosure, including the *Public Records Act*, Chapter 42.56 RCW and shall be subject to the provisions of Section 6.8 below.

2.3.4 Promotion and Education

The Contractor shall have primary responsibility for providing service-oriented information and outreach to Customers and implementing on-going recycling promotion, at the direction of the City. The Contractor shall also incorporate general waste reduction, minimization and reuse elements into its promotion and education program.

The Contractor shall maintain a complete list of all Multi-Family Complex sites within the City Service Area and the status of each site's participation in Contractor-provided services. The Contractor shall annually contact, by telephone or site visit, the manager or owner of each site to encourage participation and inform the manager or owner of all available services and ways to decrease Garbage generation. Printed informational materials discussing waste prevention and recycling service options shall be prepared and distributed to support contact with Multi-Family Complex and Commercial Customer sites. This contact shall be coordinated with City and King County promotional efforts. The Contractor shall include with its annual report the list of Multi-Family Complex and Commercial Customer sites; Garbage, recycling and Compostables status; Container sizes, service frequency, and types; Customer contact dates and outcome of such contacts; and suggestions for increasing participation or other program improvements.

The Contractor shall keep the public informed of programs and encourage participation through an annual service update. Each fall, the Contractor shall provide an annual service update for each service sector, the format, content and timeframe of which shall be subject to prior review and approval by the City. The annual service update shall be mailed to all Customers and, at a minimum, shall include an informational brochure indicating rates, all services available, preparation and other service requirements, contact information, inclement weather and other policies, a collection schedule calendar applicable to each recipient's routes and other useful Customer information.

The Contractor shall develop, print, periodically update, and maintain sufficient quantities of new Customer information materials, the format and content of which shall be subject to prior review and approval by the City. Upon approval, materials shall be mailed to every new Customer prior to the Customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, rates, services and preparation requirements, collection days in calendar format, Contractor customer service information, and City contact information. Contractor's materials shall be TTY accessible and Contractor shall provide alternative language formats upon request.

The Contractor's welcome packet and annual service update may be e-mailed to Customers instead of paper materials, upon Customers' request.

The Contractor shall permit the City to insert, at no charge, single-sheet information bulletins into Customer bills. When the insert is beyond one page and increases Contractor cost, the City shall pay the incremental difference. The City and Contractor shall work cooperatively for timely inclusion of such materials.

2.3.5 Field Monitoring

The City may periodically monitor collection system parameters such as participation, Container condition, Container weights, waste composition, and Customer satisfaction. The Contractor shall assist the City by coordinating the Contractor's operations with the City's field monitoring to minimize inconvenience to Customers, the City and the Contractor.

2.3.6 Transition to Next Contractor

The Contractor shall be expected to work with the City and any successive contractor(s) in good faith to ensure a minimum of Customer disruption during the transition period. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience.

The Contractor shall provide a detailed updated Customer list, including Customer name, service address, mailing address, and collection and Container rental service levels to the successive contractor within seven (7) days request of the City.

The parties recognize that a failure to comply with this provision will damage the City, but that determination of such damage will be difficult and burdensome; therefore, the parties agree that in the event of a breach of this provision the Contractor, or the Contractor's surety, shall pay the City one hundred thousand dollars (\$100,000.00) for the material breach of this Contract provision. Payment shall be made within twenty (20) business days of the end of this Contract.

3. COMPENSATION

3.1 Compensation to the Contractor

3.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-Family Residence, Multi-Family Complex and Commercial Customers in accordance with the charges for services listed in Attachment B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Attachment B. The Contractor shall charge Drop-box Customers the actual disposal cost plus ten (10) percent to reflect the Contractor's costs and margin related to handling the pass-through disposal component of that. These payments shall comprise the entire compensation due to the Contractor. In no event shall the City be responsible for money that the Contractor, for whatever reason, is unable to collect.

The Contractor shall maintain a low-income discount program, with City utility taxes waived for Single-family Residential Customers certified by the City. The Contractor shall separately report standard and low-income discounted Customer revenues on their utility tax forms submitted to the City. The City shall be responsible for providing the Contractor with a list of eligible Customers.

3.1.2 Itemization on Invoices

City, King County and Washington State solid waste, utility and/or sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Attachment B. The Contractor shall not charge separately for the collection of Source-Separated Recyclables other than Commercial Recyclables above the limit of the included embedded Commercial Recyclables program as defined in Section 2.2.7.3. The City Franchise Fee shall not be itemized separately on Customer invoices.

3.1.3 Discontinuing Service for Nonpayment

If collection service remains non-mandatory, the Contractor may use any legal means, including appropriate lien rights, to enforce Customer payment obligations and may discontinue service to non-paying Customers, provided that such Customers are provided with ten (10) days prior written notice that service will be discontinued for non-payment. The Contractor may charge a one-time twenty dollar (\$20.00) cart redelivery fee to Customers who want to restart service who have previously had their service terminated for nonpayment and had carts removed. The cart redelivery fee shall be applied as a flat charge, regardless of the number of carts delivered (e.g. Garbage, Recyclables and Compostables).

In the event that mandatory collection is implemented via City ordinance and the provisions of Section 3.1.4 are activated, this Section 3.1.3 shall be nullified.

3.1.4 Mandatory Collection Enforcement

In the event the City decides to implement mandatory collection for all Customers, the Contractor shall assist the City with enforcing such requirement. Contractor materials, website and customer service representatives shall provide a consistent message informing City residents of this requirement. In the event a resident refuses to subscribe for collection, the Contractor shall provide that customer the minimum service level for that Customer class and shall continue to provide service (even if not used) and bill the customer.

The Contractor shall provide the City with a list of Customers who are sixty or more days past due. The City shall then send that Customer a letter informing them of City Code requirements. If the Customer continues to be non-responsive, the Contractor shall send a standard notification letter, including notification that an account will be turned over to a third party for collection and that the Customer shall be responsible for the past due amount as well as a twenty-five dollar (\$25.00) collection fee. The Contractor may then make arrangements for third party collection and/or lien the property for the debt. Once an account is turned over to third party collection, the Contractor may reduce the service level to the minimum service level for that Customer class. The Contractor shall be allowed to charge a cart redelivery fee should the customer request to reinstate the higher level of service after paying all overdue balances. The cart redelivery fee in Attachment B covers the redelivery of all three carts for Single-family Customers.

3.2 Compensation to the City

The Contractor shall pay to the City a one-time fee of thirty thousand dollars (\$30,000.) upon Contract execution to cover City staff and consultant costs for procuring this Contract.

The Contractor shall also pay to the City a Franchise Fee on or before the last day of each month during the term of this Contract, starting on July 31, 2014. The franchise fee shall be based on all Contractor receipts posted since the last Franchise Fee payment (or start of the Contract in the case of the initial Franchise Fee payment), excluding Drop-box disposal fees. The initial Franchise Fee shall be assessed at thirteen and one-tenth percent (13.1%) of gross revenues posted by the Contractor since the last Franchise Fee payment period. The Contractor's obligations to pay the Franchise Fee shall extend past the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

The rates included in Attachment B, as modified during the term of this Contract, include the Franchise Fee, and Customers shall not be separately charged an itemized Franchise Fee. Attachment B contains an example of how the Franchise Fee is included in rates and lists the Contractor's service rate, the amount collected by the Contractor on behalf of the City, the State excise tax associated with the Franchise Fee (if applicable), and the combined retail rate charged to the Customer. Any adjustments to the Franchise Fee rate shall be calculated in a manner consistent with the example shown in Attachment B.

The Contractor shall fully participate with any City billing audit to confirm the Contractor's actual receipts during any accounting period during the term of the Contract. The audit shall be confined to confirming customer billing rates, Contractor receipts for services provided under this Contract, and bad debt recovery.

The City and Contractor shall work together to clarify the applicability of State excise (B&O) tax to the Franchise Fee rate component collected on behalf of the City. In the event that the City's Franchise Fee component is exempt from excise tax, the Contractor shall reduce Customer rates by the excise tax amount shown in Attachment B.

The Franchise Fee may be changed by the City in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 3.3. The City shall notify the Contractor of the new Franchise Fee for the following year by September 1st, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1st of each year. In the event that the Franchise Fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state excise tax (1.5% at the time of Contract execution), if applicable, as may be adjusted from time to time by the State of Washington.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and taxes as described in Section 6.13, Permits and Licenses.

3.3 Compensation Adjustments

3.3.1 Annual Rate Adjustment

The Contractor's collection service charges, excluding waste disposal fees, for each level of service shall increase or decrease once every year by eighty percent (80%) of the change in the Consumer Price Index CWUSA423SA0 for the Seattle-Tacoma-Bremerton Metropolitan Area for Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W 1982-1984) prepared by the United States Department of Labor, Bureau of Labor Statistics, or other mutually acceptable index (the "CPI Index").

Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

Rates shall be adjusted annually, beginning January 1, 2016 (the "Adjustment Date"). The Contractor shall submit to the City for review and approval a Rate Adjustment Statement, calculating the new rates for the next year, by calculating the percentage change in the CPI Index for the most recent twelve (12) month period ending on June 30th. The Contractor's calculations shall be provided to the City no later than October 1st prior to the Adjustment Date, and the City shall have thirty (30) days to confirm the Contractor's rate modification calculations. On City approval, which shall not be unreasonably withheld or delayed, the new rates shall take effect on January 1st of the next year, and Customers shall be notified in November, at least forty-five (45) days prior to the date adjusted rates become effective. Should ratepayers not receive timely notification due to missed deadlines, rate calculation errors by the Contractor, or rate disapproval by the City, implementation of the new rates shall be delayed by one month without opportunity for recovery of lost revenue.

3.3.2 Disposal Fee Adjustments

Disposal Fee adjustments shall be made to Contractor collection rates to reflect increases or decreases in King County disposal fees for solid waste. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted, based on Container content weights specified in Attachment B of this Contract.

Specific examples of rate modifications due to Consumer Price Index and disposal fee changes are provided in Attachment D.

3.3.3 Changes in Disposal/Processing Sites and Tipping Fees

The Contractor assumes all risk for the processing and marketing of Recyclables and Compostables. If the Contractor is required by the City to use processing sites or markets other than those being used at the initiation of this Contract, the Contractor may submit a detailed proposal for a rate adjustment to reflect any additional costs or savings to the Contractor. The City and Contractor agree to negotiate in good faith any changes to the rates to offset these costs or savings.

3.3.4 Other Modifications

The Contractor shall not adjust or modify rates due to employee wage increases, the value of Recyclables, Garbage collection service level shifts, or other changes affecting the collection system. At the time of the City's decision to extend this Contract through invoking contract extension

options, the Contractor can present a request for relief for any adverse market changes that have occurred during the previous period of the Contract. The City is under no obligation to give consideration for those adverse changes as a condition for invoking the contract extension option.

If new City, King County, Washington State or Federal taxes are imposed or the rates of existing taxes are changed after the execution date of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of five thousand dollars (\$5,000) annually, the Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount in excess of the five thousand dollar (\$5,000) threshold and if so, to determine the amount and the method of adjustment. Any adjustment in Contractor charges will coincide with the annual rate adjustment process described in this Section 3.3.

3.4 Change in Law

Changes in federal, state or local laws or regulations or a continuing Force Majeure event that results in a detrimental change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the Contractor for a rate adjustment, subject to review and approval by the City, at the City's reasonable discretion. If the City requires review of the Contractor's financial or other proprietary information in conducting its rate review, at the request of the Contractor, the City shall retain a third-party to review such information at the Contractor's expense, and may take any other steps it deems appropriate to protect the confidential nature of the Contractor's documents and preserve the Contractor's ongoing ability to remain competitive.

4. FAILURE TO PERFORM, REMEDIES, TERMINATION

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through automatic liquidated damages for certain infractions and through Contract default for more serious lapses in service provision. Section 4.1 details infractions subject to liquidated damages, and Section 4.2 details default provisions and procedures.

4.1 Liquidated damages

The Contractor may be subject to liquidated damages for the following acts or omissions if documented in an incident report presented by the City to the Contractor. The City reserves the right to make periodic, unscheduled inspection visits or use other means to determine the Contractor's compliance with the Contract. Deductions for misses will not be applied for collections prevented by weather or holiday rescheduling. Liquidated damages are as follows:

ACTION OR OMISSION	AMOUNT
Collection before or after the times specified in Section 2.1.4, except as expressly permitted by the City.	Two Hundred Fifty Dollars (\$250) per truck route (each truck on each route is a separate incident).
Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, use of profanity, creation of excessive noise, collection of Commercial Containers in Residential areas outside hours specified herein for Residential areas, crossing or driving over planted areas, observed reckless driving, or similar violations.	Twenty-Five dollars (\$25) per incident, not to exceed thirty (30) complaints per truck per day.
Failure to collect spilled materials.	Twice the cost of cleanup to the City or King County, plus Five Hundred Dollars (\$500) per incident.
Failure to maintain placards on service vehicles as required by Section 2.1.14	Two Hundred Fifty Dollars (\$250) per vehicle, per day.
Curable Leakage from Contractor vehicles or vehicle contents, observed by the City, its agents or photographed by Customers.	Two Hundred Fifty Dollars (\$250) per vehicle, per day, plus clean up costs.
Failure to collect missed materials within one (1) business day after notification.	One Hundred Dollars (\$100) per incident to a maximum of Five Hundred Dollars (\$500) per truck per day on Single-Family Residence routes and no maximum for Multi-Family Complex and Commercial Customer routes.
Missed collection of entire block segment of Single-Family Residences (excluding collections prevented by inclement weather).	One Hundred Fifty Dollars (\$150) per block segment if collection is performed the following day; Five Hundred Dollars (\$500) if not collected by the following day.
Collection as Garbage or disposal as Garbage of Source-Separated Recyclables or Compostables in clearly identified	One Hundred Dollars (\$100) per incident, up to a maximum of One Thousand Dollars (\$1,000) per truck, per day.

ACTION OR OMISSION	AMOUNT
Containers, bags or boxes.	
Collection of Garbage containing visible quantities of Yard Debris.	Twenty-Five Dollars (\$25) per incident.
Rejection of Garbage, Recyclables or Yard Debris without providing documentation to the Customer of the reason for rejection.	Twenty-Five Dollars (\$25) per incident.
Failure to deliver Detachable Containers to new Commercial Customers within three (3) business days.	Fifty Dollars (\$50) per Container per day.
Failure to deliver carts, Detachable Containers, or Drop-Box Containers within three (3) business days of request to Multi-Family Complex or Commercial Customers.	Fifty Dollars (\$50) per Container per day.
Failure to deliver Garbage, Recycling or Compostables Carts within seven (7) days of request to Single-Family Residence Customers.	Fifteen Dollars (\$15) per Container per day.
Delivery or use of incorrectly labeled or colored Container.	Twenty-five Dollars (\$25) per Container per day.
Substantial misrepresentation by Contractor in records or reporting.	Five Thousand Dollars (\$5,000) per incident.
Failure to provide required reports on time.	Two Hundred Fifty Dollars (\$250) per incident.
Failure to maintain clean, graffiti-free and sanitary inventory of Containers distributed to Customers, vehicles, and facilities.	Fifty Dollars (\$50) per incident, up to maximum of One Thousand Dollars (\$1,000) per inspection.
Landfilling or incineration of Recyclables or Compostables in violation of Section 2.1.12 without the express written permission of the City.	One Thousand Dollars (\$1,000) per vehicle, per incident.

ACTION OR OMISSION	AMOUNT
Failure to meet recycling processing performance requirements of Section 2.1.12.	One Thousand Dollars (\$1,000) per month, for any occurrence during that month.
Failure to meet customer service ring and on-hold time performance customer service requirements more than twelve weeks out of a rolling twelve month period.	Two Hundred Fifty Dollars (\$250) per week.
Failure to include instructional/promotional materials when Garbage, Recycling and/or Compostables Carts are delivered.	Fifty Dollars (\$50) per incident.

The parties acknowledge the difficulty in anticipating actual damages to remedy the damage. The parties further agree that the liquidated damages listed in this Section represent a reasonable estimate of the loss likely to result from the remedy for the damage.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract and, except for those listed breaches set forth above, the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The liquidated damages schedule set forth here shall not affect the City's ability to terminate this Contract as described in Section 4.2.

Liquidated damages, if assessed during a given month, shall be invoiced by the City to the Contractor. Liquidated damages may be levied only if documented in an incident report presented by the City to the Contractor. Liquidated damages shall only be assessed after the Contractor has been given the opportunity, but has failed to rectify the deficiencies of which it has been notified. The Contractor shall pay the City the invoiced amount within thirty (30) days of billing. Failure to pay liquidated damages shall be considered a breach of this Contract.

Any liquidated damages imposed under this Section may be appealed by the Contractor to the City. The Contractor shall be allowed to present evidence as to why the amount of liquidated damages should be lessened or eliminated. The decision of the City shall be final.

4.2 Contract Default

The Contractor shall be in default of this Contract if it violates any provision of this Contract. In addition, the City reserves the right to declare the Contractor to be in

default in the event of any violation, which shall include, but not be limited to, the following:

- (1) The Contractor fails to commence the collection of Garbage, Recyclables or Compostables, or fails to provide any portion of service under the Contract on June 1, 2014 or for a period of more than five (5) consecutive days at any time during the term of this Contract.
- (2) The Contractor fails to obtain and maintain any permit required by the City, King County, or any federal, state or other regulatory body in order to collect materials under this Contract.
- (3) The Contractor's noncompliance creates a hazard to public health or safety.
- (4) The Contractor repeatedly or persistently acts or fails to act in a manner that is subject to liquidated damages in excess of ten thousand dollars (\$10,000.00) during any consecutive twelve (12) month period.
- (5) The Contractor fails to maintain, in good standing, surety and insurance required by this Contract.

The City reserves the right to pursue any remedy available at law for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise that does not allow ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated reason, then the City may at its option terminate this Contract.

If the Contractor abandons or violates any portion of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and fails to correct the same, the City, after the initial ten (10) days notice, may declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and surety on its performance bond.

Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The surety may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered discontinued and proceed to perform the same, at its sole cost and expense, in compliance with the terms and conditions of the Contract and all documents incorporated herein. Pending consideration by the surety of said option to assume the services provided under this Contract, the City may employ such work force and equipment as it may deem advisable to continue the services provided

under this Contract. The cost of all labor, equipment and materials necessary for such services provided under this Contract shall be paid by the Contractor in full.

In the event that the surety fails to exercise its option within the ten (10) day period, the City may complete the services provided under this Contract or any part thereof, either through its own work force or by contract, and to procure other vehicles, equipment and facilities necessary for the completion of the same, and to charge the same to the Contractor and/or surety, together with all reasonable costs incidental thereto.

The City shall be entitled to recover from the Contractor and its surety as damages all expenses incurred, including reasonable attorney's fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by the City.

If City employees provide Garbage, Compostables and/or Recyclables collection, the actual incremental costs of City labor, overhead and administration shall serve as the basis for a charge to the Contractor.

5. NOTICES

All notices required or contemplated by this Contract shall be personally served or mailed (postage prepaid and return receipt requested), addressed to the parties as follows:

To City: Director of Public Works
 City of Burien
 400 SW 152nd Street, Suite 300
 Burien, WA 98166

To Contractor: CleanScapes, Inc.
 117 South Main Street, Suite 300
 Seattle, WA 98104

6. GENERAL TERMS

6.1 Collection Right

The Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Compostables and Recyclables and construction/demolition materials placed in Contractor-owned Containers and set out in the regular collection locations within the City Service Area. When asked by the Contractor, the City shall make a good faith effort to protect this right of the Contractor; however, the City shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Contract against third party violators, including but not limited to seeking injunctive relief, and the City

shall use good faith efforts to cooperate in such enforcement actions brought by Contractor (without obligating the City to join any such litigation). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations, and other activities as City staff time allows.

This Contract provision will not apply to: Garbage, Recyclables or Compostables self-hauled by the generator; Source-Separated Recyclables hauled by common or private carriers (including drop-off recycling sites) from Commercial premises that contain at least ninety percent (90%) recyclable materials; construction/demolition waste hauled by self-haulers or construction contractors in the normal course of their business; Garbage, Recyclables or Compostables handled by retailers or maintenance services who provide ancillary services unrelated to Curb collection services (e.g. carpet installers, furniture delivery/pick-up, site clean-up services which include loading/sweeping, etc.); Compostables generated and hauled by private landscaping services; or Compostables hauled by common or private carriers from Commercial premises that contain at least ninety percent (90%) Compostable materials.

The Contractor shall retain responsibility for Garbage, Recyclables, construction/demolition materials and Compostables once these materials are placed in Contractor-owned Containers and the Contractor shall have no responsibility for these materials prior to the time they are placed in Contractor-owned Containers. The Contractor shall retain revenues it gains from the sale of Recyclables, construction/demolition materials or Compostables. Likewise, a tipping or acceptance fee charged for Recyclables, construction/demolition materials or Compostables shall be the financial responsibility of the Contractor.

The City shall work with the Contractor, other haulers and processors, and other regional governments to develop a reasonable definition of what constitutes legitimate construction/ demolition recycling for the purposes of interpreting collection authorities. Once a reasonable recycling threshold or "test" is developed with King County, the City and Contractor shall negotiate and amend this Contract accordingly.

6.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial and service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least five (5) years thereafter, maintain in an office in Washington State reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's services provided under this Contract. Those Contractor's accounts shall include but shall not be limited to all records, invoices and payments under the Contract, as adjusted for additional and deleted services provided under this Contract. The City shall be allowed access to these records for audit and review purposes.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables and Compostables on request within two (2) business days of the request. The weight slips may be requested for any period during the term of this Contract.

The Contractor shall allow the City to interview any person and to review any evidence in the Contractor's possession or control that may assist the City in determining whether and by what amount: (1) the Contractor is entitled to reimbursement or increased rates under the Contract; (2) the City is entitled to a reduction in rates under the Contract; or (3) the Contractor is in compliance with the Contract.

6.3 Contractor to Make Examinations

The Contractor has made its own examination, investigation and research regarding proper methods of providing the services required under this Contract, and all conditions affecting the services to be provided under this Contract, and the labor, equipment and materials needed thereon, and the quantity of the work to be performed as set forth by the Contract. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all of such conditions, that its conclusion to enter into this Contract is based upon such investigation and research, and that it shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City that may be erroneous.

With the exception of Force Majeure events or as otherwise provided in this Contract, the Contractor assumes the risk of all conditions foreseen and unforeseen and agrees to continue to provide services under this Contract without additional compensation under whatever circumstances may develop other than as provided herein.

6.4 Insurance

The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Contract hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Failure to make insurance payments and to keep policies current shall be cause for contract default in accordance with Section 4.2.

No Limitation. Contractor's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

6.4.1 Minimum Scope of Insurance

Contractor shall obtain insurance that meets or exceeds the following of the types described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall include coverage for insured contracts. The City shall be named as an additional insured under the Contractor's Automobile Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 48 02 99 or a substitute endorsement providing equivalent coverage.
- (2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85 or equivalent. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Pollution Legal Liability insurance covering losses caused by pollution conditions that arise during transport.
- (5) Hazardous Waste Hauling. To the Automobile Liability Minimum Scope of Insurance, add Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

6.4.2 Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general

aggregate and a \$2,000,000 products-completed operations aggregate limit.

- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Pollution Legal Liability The Pollution Legal Liability insurance shall be written in an amount of at least \$3,000,000 per loss, with an annual aggregate of at least \$3,000,000. Coverage may be written on a claims-made basis.

6.4.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be for the Contractor's accounts and shall be paid entirely by the Contractor without contribution from the City.

6.4.4 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

- (1) The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and volunteers. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- (2) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (3) The Contractor shall provide the City with written notice of any policy cancellation, within two business days of such cancellation.

6.4.5 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VIII.

6.4.6 Verification of Coverage

The Contractor shall furnish the City with original certificates including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6.4.7 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor before commencement of the work. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

6.5 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance Bond or other performance guarantee acceptable to and approved in writing by the City in the amount of five hundred thousand dollars (\$500,000.00). The bond or other acceptable performance guarantee shall be issued for a period of not less than one year, and the Contractor shall provide a new bond or other acceptable performance guarantee, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond or other acceptable performance guarantee then in effect. The City shall have the right to call the bond or other acceptable performance guarantee in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration. Failure to make bond payments and to keep the bond current shall be cause for contract default in accordance with Section 4.2.

6.6 Indemnification

6.6.1 Indemnify and Hold Harmless

The Contractor shall indemnify, hold harmless and defend the City, its elected officials, officers, employees, volunteers, agents and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, or injuries, sickness or death to persons, or damage to property, which is caused by or arises out of the Contractor's exercise of duties, rights and privileges granted by the Contract, provided, however, that the Contractor's obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from concurrent willful or negligent acts or actions of the Contractor and the City shall apply only to the extent of the Contractor's negligence.

6.6.2 Notice to Contractor; Defense

In the event an action is brought against the City for which indemnity may be sought against the Contractor, the City shall promptly notify the Contractor in writing. The Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. On demand of the City, the Contractor shall at its own cost and expense defend, and provide qualified attorneys acceptable to

the City under service contracts acceptable to the City to defend, the City, its officers, employees, agents and servants against any claim in any way connected with the events described in Section 6.6.1. The City shall fully cooperate with the Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this Section, and if the City employs separate counsel the City shall assert all defenses and counterclaims reasonably available to it.

6.6.3 Industrial Insurance Immunity Waiver

With respect to the obligations to hold harmless, indemnify and defend provided for herein, as they relate to claims against the City, its elected officials, officers, employees, volunteers, agents and representatives, the Contractor agrees to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by the Contractor's employees that is caused by or arises out of the Contractor's negligent exercise of rights or privileges granted by the Contract. This waiver is mutually agreed to by the parties.

6.7 Payment of Claims

The Contractor agrees and covenants to pay promptly as they become due all just claims for labor, supplies and materials purchased for or furnished to the Contractor in the execution of this Contract. The Contractor shall also provide for the prompt and efficient handling of all complaints and claims arising out of the operations of the Contractor under this Contract.

6.8 Confidentiality of Information

Under Washington State law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) prepared in performance of this Contract (the "documents") and submitted to the City are public records subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

If the City receives a request for inspection or copying of any such documents, it shall promptly notify the Contractor at the notice address set forth in Section 5 herein and shall give the Contractor ten (10) working days from the date of the mailing of such notice to obtain an injunction prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

6.9 Assignment of Contract

6.9.1 Assignment or Pledge of Moneys by the Contractor

The Contractor shall not assign or pledge any of the moneys due under this Contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days prior notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

6.9.2 Assignment, Subcontracting, Delegation of Duties and Change in Control

The Contractor shall not assign or subcontract any of the work or delegate any of its duties under this Contract without the prior written approval of the City and submittal of proof of insurance coverage.

When requested, approval by the City of a subcontract or assignment shall not be unreasonably withheld. In the event of an assignment, subcontracting or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

In addition, the assignee, subcontractor or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. The City may terminate this Contract if the assignee, subcontractor or obligor does not comply with this clause. Furthermore, the assignee, subcontractor or obligor shall be subject to a one (1) year evaluation period during which the City may terminate this Contract on the basis of any material breaches of the terms binding the Contractor.

For the purposes of this Contract, any Change in Control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the Contract and releasing the previous ownership of all obligations and liability. Assignment of this Contract to a subsidiary or affiliate of the Contractor shall not require the City's consent.

6.10 Laws to Govern/Venue

This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue shall be in Superior Court in the State of Washington for King County.

6.11 Compliance With Law

The Contractor, its officers, employees, agents and subcontractors shall comply with applicable federal, state, county, regional or local laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over the subject matter of this Contract, in performing its obligations under the Contract. Such compliance shall include abiding by all applicable federal, state and local policies to ensure equal employment opportunity and non-discrimination. The Contractor shall comply with all applicable laws pertaining to employment practices, employee treatment and public contracts.

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor must indemnify and hold harmless the City from all damages assessed for the Contractor's failure to comply with the Acts and standards issued therein. The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

The Contractor is specifically directed to observe all weight-related laws and regulations in the performance of these services, including axle bridging and loading requirements.

6.12 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, any required notices setting forth the provisions of this non-discrimination clause.

The Contractor understands and agrees that if it violates this non-discrimination provision, this Contract may be terminated by the City and further that the Contractor shall be barred from performing any services for the City now or in the future, unless a showing is made satisfactorily to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

6.13 Permits and Licenses

The Contractor and subcontractors shall secure a City business license if required and pay fees and taxes levied by the City. The Contractor shall have or obtain all permits and licenses necessary to provide the services herein at its sole expense.

The Contractor shall be solely responsible for all taxes, fees and charges incurred, including, but not limited to, license fees and all federal, state, regional, county and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies or activities related to the Contractor's activities under the Contract, business and occupation taxes, workers' compensation and unemployment benefits.

6.14 Relationship of Parties

The City and the Contractor expressly agree that the full extent of the relationship between the Contractor and the City is that the Contractor is at all times an independent contractor of the City with respect to this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City.

6.15 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this contract. The Contractor is specifically allowed to negotiate separate agreements with Customers for compactor leasing, Commercial Recyclables collection, Commercial Compostables collection, or other related services not included in this Contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this City Contract. These separate agreements must be in writing and shall in no way supersede this Contract. These separate agreements cannot have durations any longer than the final date of this Contract's term, since the City may, at its sole option, regulate similar or identical services in the successor to this Contract.

6.16 Bankruptcy

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract, at the option of the City, may be terminated effective on the day and at the time the bankruptcy petition is filed.

6.17 Right to Renegotiate/Amendment

The City shall retain the right to renegotiate this Contract or negotiate contract amendments based on City policy changes, state statutory changes or rule changes in King County, Washington State or federal regulations regarding issues that materially

modify the terms and conditions of the Contract. The City may also renegotiate this Contract should any Washington State, King County or City rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

This Contract may be amended, altered or modified only by a written amendment, alteration or modification, executed by authorized representatives of the City and the Contractor.

6.18 Incorporation of Contractor's Proposal in Response to City's RFP

The Contractor's base proposal, dated June 5, 2013, submitted in response to the City's Request for Proposals, is incorporated by reference, including but not limited to collection vehicle types, rates, customer service staffing and approach, processing abilities, and other commitments made in the Contractor's proposal and all associated clarifications and supplemental proposal materials. In the case of conflict between the Contractor's proposal and this Contract, the provisions of this Contract shall prevail. The City may approve changes to vehicle and Container make, model and specifications at the City's discretion.

6.19 Force Majeure

Provided that the requirements of this Section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of terrorism, acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, wars, blockades, public riots, explosions, unavailability of required materials or disposal restrictions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, it shall promptly give the City written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure event and only for the period during which the Force Majeure event exists.

The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes that by virtue of their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor; or general economic conditions.

6.20 Illegal Provisions/Severability

At the discretion of the City, if any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

6.21 Waiver

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

6.22 Entirety

This Contract and the attachments attached hereto and incorporated herein by this reference, specifically Attachments A-D, represent the entire agreement of the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

CONTRACTOR
CleanScapes, Inc.

CITY OF BURIEN

By: _____

By: _____

Mayor

Burien, WA

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments:

- A. Service Area Map
- B. Contractor Rates
- C. List of Recyclables
- D. Rate Modification Example

Attachment B

	Service Level	Disposal Fee	Collection Fee	Franchise Fee 13.12%	B&O on Franchise 1.5%	Total Service Fee	
Monthly	One 32 gallon Garbage Cart	\$ 1.82	\$ 10.90	\$ 1.92	\$ 0.03	\$ 14.67	
Weekly Residential Curbside Service (includes EOW recycle and weekly yw)	One 10 gallon Micro-Can	\$ 2.46	\$ 10.26	\$ 1.92	\$ 0.03	\$ 14.67	
	One 20 gallon Garbage Cart	\$ 3.28	\$ 10.43	\$ 2.07	\$ 0.03	\$ 15.81	
	1 32/35 gallon Garbage Cart	\$ 5.24	\$ 13.80	\$ 2.88	\$ 0.04	\$ 21.96	
	1 45-gallon Garbage Cart	\$ 7.38	\$ 15.74	\$ 3.49	\$ 0.05	\$ 26.65	
	1 60/64-gallon Garbage Cart	\$ 10.49	\$ 16.69	\$ 4.10	\$ 0.06	\$ 31.34	
	1 90/96-gallon Garbage Cart	\$ 15.73	\$ 19.55	\$ 5.33	\$ 0.08	\$ 40.69	
	Additional 32 Gallon Cans (weekly svc)	\$ 5.24	\$ 7.05	\$ 1.86	\$ 0.03	\$ 14.17	
	Extras (32 gallon equivalent)		\$ 4.50	\$ 0.68	\$ 0.01	\$ 5.19	
	Miscellaneous Fees:						
	Weekly Compostables service (addtn'l 96 Cart)		\$ 4.00	\$ 0.60	\$ 0.01	\$ 4.61	
	Yard Debris extra (32 gallon equiv)		\$ 2.00	\$ 0.30	\$ 0.00	\$ 2.31	
	Recycling Only (no garbage service)		\$ 6.45	\$ 0.97	\$ 0.01	\$ 7.44	
	Return Trip		\$ 6.00	\$ 0.91	\$ 0.01	\$ 6.92	
	Carry-out Charge, per 25 ft, per month		\$ 4.00	\$ 0.60	\$ 0.01	\$ 4.61	
	Drive-in Charge, per month		\$ 6.00	\$ 0.91	\$ 0.01	\$ 6.92	
	Overweight/Oversize container (per p/u)		\$ 4.00	\$ 0.60	\$ 0.01	\$ 4.61	
	Redelivery of containers		\$ 10.00	\$ 1.51	\$ 0.02	\$ 11.53	
	Cart Cleaning (per cart per event)		\$ 10.00	\$ 1.51	\$ 0.02	\$ 11.53	
	On-Call Bulky Waste Collection	White Goods, except refrigerators		\$ 62.50	\$ 9.44	\$ 0.14	\$ 72.08
Refrigerators/Freezers			\$ 62.50	\$ 9.44	\$ 0.14	\$ 72.08	
Sofas, Chairs			\$ 62.50	\$ 9.44	\$ 0.14	\$ 72.08	
Mattresses			\$ 62.50	\$ 9.44	\$ 0.14	\$ 72.08	
Weekly Commercial Can and Cart	One 20 gallon Mini-Can	3.28	\$ 9.57	\$ 1.94	\$ 0.03	\$ 14.82	
	1 32 gallon Garbage Can/Cart	5.24	\$ 9.66	\$ 2.25	\$ 0.03	\$ 17.19	
	2 32-gallon Garbage Can/64 gallon Cart	10.49	\$ 10.14	\$ 3.12	\$ 0.05	\$ 23.80	
	3 32 gallon Garbage Can/96 gallon Cart	15.73	\$ 10.21	\$ 3.92	\$ 0.06	\$ 29.92	
	Extras (32 gallon equivalent)		\$ 4.50	\$ 0.68	\$ 0.01	\$ 5.19	
	Miscellaneous Fees:						
	Weekly Yard Debris/Foodwaste service		\$ 14.59	\$ 2.20	\$ 0.03	\$ 16.83	
	Return Trip		\$ 6.00	\$ 0.91	\$ 0.01	\$ 6.92	
	Carry-out Charge, per 25 ft, per p/u		\$ 1.50	\$ 0.23	\$ 0.00	\$ 1.73	
	Drive-in Charge, per month (per p/u)		\$ 6.00	\$ 0.91	\$ 0.01	\$ 6.92	
	Gate and/or unlock fee (per p/u)		\$ 1.50	\$ 0.23	\$ 0.00	\$ 1.73	
	Container roll-out, >10 feet (per p/u)		\$ 3.00	\$ 0.45	\$ 0.01	\$ 3.46	
	Overweight/Oversize container (per p/u)		\$ 3.00	\$ 0.45	\$ 0.01	\$ 3.46	
	Redelivery of container		\$ 10.00	\$ 1.51	\$ 0.02	\$ 11.53	
	Cart Cleaning (per cart per event)		\$ 10.00	\$ 1.51	\$ 0.02	\$ 11.53	
	Street Recycling Containers (per collection)		\$ 2.00	\$ 0.30	\$ 0.00	\$ 2.31	
	Street Litter Containers (per collection)		\$ 3.00	\$ 0.45	\$ 0.01	\$ 3.46	
	Weekly Commercial Detachable Container (compacted)	1 Cubic Yard Container	\$ 106.54	\$ 29.23	\$ 20.50	\$ 0.31	\$ 156.58
		1.5 Cubic Yard Container	\$ 159.81	\$ 39.50	\$ 30.10	\$ 0.45	\$ 229.86
2 Cubic Yard Container		\$ 213.08	\$ 53.73	\$ 40.29	\$ 0.60	\$ 307.70	
3 Cubic Yard Container		\$ 319.62	\$ 71.11	\$ 59.00	\$ 0.89	\$ 450.61	
4 Cubic Yard Container		\$ 426.16	\$ 95.52	\$ 74.85	\$ 1.12	\$ 571.65	
6 Cubic Yard Container		\$ 639.23	\$ 145.32	\$ 109.42	\$ 1.64	\$ 835.61	
Commercial Detachable Container (loose)	1 Cubic Yard, 1 pickup/week	\$ 30.44	\$ 35.45	\$ 9.95	\$ 0.15	\$ 75.99	
	1 Cubic Yard, 2 pickups/week	\$ 60.88	\$ 70.89	\$ 19.90	\$ 0.30	\$ 151.97	
	1 Cubic Yard, 3 pickups/week	\$ 91.32	\$ 106.34	\$ 29.85	\$ 0.45	\$ 227.96	
	1 Cubic Yard, 4 pickups/week	\$ 121.76	\$ 141.79	\$ 39.80	\$ 0.60	\$ 303.94	
	1 Cubic Yard, 5 pickups/week	\$ 152.20	\$ 177.23	\$ 49.75	\$ 0.75	\$ 379.93	
	1.25/1.5 Cubic Yard, 1 pickup/week	\$ 45.66	\$ 49.22	\$ 14.33	\$ 0.21	\$ 109.42	
	1.25/1.5 Cubic Yard, 2 pickups/week	\$ 91.32	\$ 98.44	\$ 28.66	\$ 0.43	\$ 218.84	
	1.25/1.5 Cubic Yard, 3 pickups/week	\$ 136.98	\$ 147.66	\$ 42.98	\$ 0.64	\$ 328.26	
	1.25/1.5 Cubic Yard, 4 pickups/week	\$ 182.64	\$ 196.88	\$ 57.31	\$ 0.86	\$ 437.68	
	1.25/1.5 Cubic Yard, 5 pickups/week	\$ 228.30	\$ 246.09	\$ 71.64	\$ 1.07	\$ 547.11	
	2 Cubic Yard, 1 pickups/week	\$ 60.88	\$ 60.36	\$ 18.31	\$ 0.27	\$ 139.82	
	2 Cubic Yard, 2 pickups/week	\$ 121.76	\$ 120.71	\$ 36.62	\$ 0.55	\$ 279.64	
	2 Cubic Yard, 3 pickups/week	\$ 182.64	\$ 181.07	\$ 54.92	\$ 0.82	\$ 419.46	
	2 Cubic Yard, 4 pickups/week	\$ 243.52	\$ 241.43	\$ 73.23	\$ 1.10	\$ 559.28	
	2 Cubic Yard, 5 pickups/week	\$ 304.40	\$ 301.78	\$ 91.54	\$ 1.37	\$ 699.10	

Attachment B

	3 Cubic Yard, 1 pickup/week	\$ 91.32	\$ 82.63	\$ 26.27	\$ 0.39	\$ 200.61
	3 Cubic Yard, 2 pickups/week	\$ 182.64	\$ 165.27	\$ 52.54	\$ 0.79	\$ 401.23
	3 Cubic Yard, 3 pickups/week	\$ 273.96	\$ 247.90	\$ 78.81	\$ 1.18	\$ 601.84
	3 Cubic Yard, 4 pickups/week	\$ 365.28	\$ 330.53	\$ 105.08	\$ 1.58	\$ 802.46
	3 Cubic Yard, 5 pickups/week	\$ 456.59	\$ 413.16	\$ 131.34	\$ 1.97	\$ 1,003.07
	4 Cubic Yard, 1 pickup/week	\$ 121.76	\$ 89.10	\$ 31.84	\$ 0.48	\$ 243.18
	4 Cubic Yard, 2 pickups/week	\$ 243.52	\$ 178.21	\$ 63.69	\$ 0.96	\$ 486.37
	4 Cubic Yard, 3 pickups/week	\$ 365.28	\$ 267.31	\$ 95.53	\$ 1.43	\$ 729.55
	4 Cubic Yard, 4 pickups/week	\$ 487.03	\$ 356.42	\$ 127.37	\$ 1.91	\$ 972.73
	4 Cubic Yard, 5 pickups/week	\$ 608.79	\$ 445.52	\$ 159.21	\$ 2.39	\$ 1,215.92
	6 Cubic Yard, 1 pickup/week	\$ 182.64	\$ 117.85	\$ 45.38	\$ 0.68	\$ 346.55
	6 Cubic Yard, 2 pickups/week	\$ 365.28	\$ 235.70	\$ 90.76	\$ 1.36	\$ 693.09
	6 Cubic Yard, 3 pickups/week	\$ 547.91	\$ 353.55	\$ 136.13	\$ 2.04	\$ 1,039.64
	6 Cubic Yard, 4 pickups/week	\$ 730.55	\$ 471.40	\$ 181.51	\$ 2.72	\$ 1,386.19
	6 Cubic Yard, 5 pickups/week	\$ 913.19	\$ 589.26	\$ 226.89	\$ 3.40	\$ 1,732.74
	8 Cubic Yard, 1 pickup/week	\$ 243.52	\$ 136.06	\$ 57.32	\$ 0.86	\$ 437.76
	8 Cubic Yard, 2 pickups/week	\$ 487.03	\$ 272.12	\$ 114.64	\$ 1.72	\$ 875.52
	8 Cubic Yard, 3 pickups/week	\$ 730.55	\$ 408.18	\$ 171.96	\$ 2.58	\$ 1,313.28
	8 Cubic Yard, 4 pickups/week	\$ 974.07	\$ 544.25	\$ 229.29	\$ 3.44	\$ 1,751.04
	8 Cubic Yard, 5 pickups/week	\$ 1,217.59	\$ 680.31	\$ 286.61	\$ 4.30	\$ 2,188.80
	Extra loose cubic yard, per pickup		\$ 20.00	\$ 3.02	\$ 0.05	\$ 23.07
	Drop Box Miscellaneous Fees (per occurrence):					
	Return Trip		\$ 10.00	\$ 1.51	\$ 0.02	\$ 11.53
	Roll-out Container over 10 feet (per p/u)		\$ 3.00	\$ 0.45	\$ 0.01	\$ 3.46
	Unlock Container (per p/u)		\$ 1.50	\$ 0.23	\$ 0.00	\$ 1.73
	Gate Opening (per p/u)		\$ 1.50	\$ 0.23	\$ 0.00	\$ 1.73
	Service Level (# of Boxes)	Monthly Rent	Delivery Charge	Franchise Fee	B&O on Franchise	Haul Charge
Commercial Drop-box Collection	Non-comp 10-15 cubic yard DB (0)	\$ 80.73	\$ 103.80	\$ 15.54	\$ 0.23	\$ 118.68
	Non-comp 20 cubic yard DB (4)	\$ 80.73	\$ 103.80	\$ 15.54	\$ 0.23	\$ 118.68
	Non-comp 25 cubic yard DB (1)	\$ 92.26	\$ 103.80	\$ 15.54	\$ 0.23	\$ 118.68
	Non-comp 30 cubic yard DB (3)	\$ 92.26	\$ 103.80	\$ 15.54	\$ 0.23	\$ 118.68
	Non-comp 40 cubic yard DB (0)	\$ 92.26	\$ 103.80	\$ 15.54	\$ 0.23	\$ 118.68
	Compacted 10 cubic yard Drop-box (0)		\$ 103.80	\$ 19.32	\$ 0.29	\$ 147.52
	Compacted 15 cubic yard Drop-box (0)		\$ 103.80	\$ 19.32	\$ 0.29	\$ 147.52
	Compacted 20 cubic yard Drop-box (1)		\$ 103.80	\$ 19.32	\$ 0.29	\$ 147.52
	Compacted 25 cubic yard Drop-box (1)		\$ 103.80	\$ 19.32	\$ 0.29	\$ 147.52
	Compacted 30 cubic yard Drop-box (5)		\$ 103.80	\$ 19.32	\$ 0.29	\$ 147.52
Compacted 40 cubic yard Drop-box (1)		\$ 103.80	\$ 19.32	\$ 0.29	\$ 147.52	
	Service Level	Disposal Fee	Collection Fee	Franchise Fee 13.1%	B&O on Franchise Fee	Haul Charge
Temporary Collection Hauling	4 Yard detachable container	\$ 36.05	\$ 55.84	\$ 13.88	\$ 0.21	\$ 105.97
	6 Yard detachable container	\$ 54.08	\$ 53.43	\$ 16.23	\$ 0.24	\$ 123.98
	8 Yard detachable container	\$ 72.10	\$ 51.02	\$ 18.59	\$ 0.28	\$ 141.99
	Non-compacted 10 cubic yard Drop-box		\$ 150.00	\$ 22.65	\$ 0.34	\$ 172.99
	Non-compacted 20 cubic yard Drop-box		\$ 150.00	\$ 22.65	\$ 0.34	\$ 172.99
	Non-compacted 30 cubic yard Drop-box		\$ 150.00	\$ 22.65	\$ 0.34	\$ 172.99
	Non-compacted 40 cubic yard Drop-box		\$ 150.00	\$ 22.65	\$ 0.34	\$ 172.99
	Service Level	Delivery Fee	Daily Rental			Monthly Rental
Temporary Collection Container Rental and Delivery	4 Yard detachable container	\$ 80.73	\$ 3.46	\$ 7.55	\$ 0.11	\$ 57.66
	6 Yard detachable container	\$ 80.73	\$ 3.46	\$ 7.55	\$ 0.11	\$ 57.66
	8 Yard detachable container	\$ 80.73	\$ 3.46	\$ 7.55	\$ 0.11	\$ 57.66
	Non-compacted 10 cubic yard Drop-box	\$ 103.80	\$ 5.77	\$ 10.57	\$ 0.16	\$ 80.73
	Non-compacted 20 cubic yard Drop-box	\$ 103.80	\$ 5.77	\$ 10.57	\$ 0.16	\$ 80.73
	Non-compacted 30 cubic yard Drop-box	\$ 103.80	\$ 5.77	\$ 12.08	\$ 0.18	\$ 92.26
	Non-compacted 40 cubic yard Drop-box	\$ 103.80	\$ 5.77	\$ 12.08	\$ 0.18	\$ 92.26

Attachment B

Event Services						Cost/Day
	Set of (3) 96-gal Carts, per event day		\$ 25.00	\$ 3.78	\$ 0.06	\$ 28.83
	Miscellaneous Fees:					Per Event
	Return Trip		\$ 25.00	\$ 3.78	\$ 0.06	\$ 28.83
	Stand-by Time (per minute)		\$ 1.60	\$ 0.24	\$ 0.00	\$ 1.85
	Drop-box turn around charge		\$ 10.00	\$ 1.51	\$ 0.02	\$ 11.53
	Service					Per Hour
Hourly Rates	Rear/Side-load packer + driver		\$ 125.00	\$ 18.88	\$ 0.28	\$ 144.16
	Front-load packer + driver		\$ 125.00	\$ 18.88	\$ 0.28	\$ 144.16
	Drop-box Truck + driver		\$ 125.00	\$ 18.88	\$ 0.28	\$ 144.16
	Additional Labor (per person)		\$ 50.00	\$ 7.55	\$ 0.11	\$ 57.66

Proposal Alternatives	Weekly Recycling Collection	\$ 1.36	
	EoW Garbage Collection	\$ (1.54)	
	Curbside Storm Debris Clean-up	\$ 17,563	per event
	Mandatory Collection	\$ (0.75)	
	Snow Plowing Services	\$ 95	per hour

Note: Indicate whether the proposed rate adjustment is positive (increase) or negative (reduction)

Note: The franchise fee is included in but not broken out separately for the following rates:
 1) "Monthly rent" and "Delivery Charge" for Commercial Drop-Box Collection
 2) "Delivery Fee" and "Daily Rental" for Temporary Collection Container Rental and Delivery

Attachment C

Recyclable Item	Curb	Store*	Call in	Handling Instructions	Limitations	Single-Family	Multi-Family	Commercial
Aluminum (Cans, pie "tins", foil, and other aluminum parts.)	X			Place in cart.		X	X	X
Tin cans (All food and beverage tin cans.)	X			Place in cart.		X	X	X
Corrugated Cardboard	X			Flatten boxes. Place in cart or secure (e.g. box or bundle) and set next to cart.		X	X	X
Glass containers (Clear or colored jars and bottles.)	X			Empty, remove lids and place in cart.		X	X	X
Paper (mixed office paper, colored paper, newsprint, magazines, phone books, catalogues)	X			Place in cart.		X	X	X
Paper Containers (paper cups - soda, coffee; paper food cartons - milk, juice, soy, soup)	X			Empty, place in cart		X	X	X
Plastic Bags & Films (Clean, dry shopping, newspaper, and drycleaning bags.)	X			Place all plastic bags and film inside of one bag and tie to secure.		X	X	X
Plastic Containers (Bottles, cups, jugs, tubs, lids >3", food containers and trays, plant pots and similar.)	X			Empty, place in cart.		X	X	X
Rigid Plastics (5g buckets, PVC pipes, laundry baskets, plastic lawn furniture, Big Wheels, coolers, Nalgene Bottles, PVC pipe < 4 feet long.	X		X	Cart customers: Place items in cart, or next to cart. One dimension of the object must be < 2 feet. Container customers: Place items in container.	Cart customers: Call to collect large (i.e., all dimensions are > 2 feet) items.	X	X	
Motor Oil	X			Seal uncontaminated oil in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to cart.	LIMIT: 3 gallons per collection	X		
Fluorescent Tubes and Bulbs	X	X		Wrap tubes in newspaper and secure with tape. Place bulbs in a sealed bag.	LIMIT: 2 tubes/bulbs per collection. LIMIT: 10 tubes/bulbs per year. Tubes must be no longer than 4ft.	X	Drop-off at store	
Used Cooking Oil (FOG)	X	X		Seal uncontaminated oil (no large solids) in clean, clear, screw-top plastic jugs. Label jugs with name and address and place next to cart.	LIMIT: 3 gallons per drop-off or pick-up. LIMIT: 10 gallons per year.	X	Call in only	
Textiles	X	X		Place clean, dry clothing and household textiles in clear plastic bag.		X	Call in only	
Household Batteries (Alkaline, Button, and rechargeable)	X	X		Place rechargeable and non-rechargeable batteries in separate, sealed bags. Set on top of cart.		X	Call in only	
Small Appliances (microwave ovens, toaster ovens, irons, etc.)	X	X		Set on top of or next to cart.	LIMIT: 2'x2'x2' or smaller and less than 60lbs	X	Call in only	
Small Electronics (2x2x2 or smaller) (Computer equipment, audio equipment, TVs, cell phones, MP3 players, VCRs and other equipment containing circuit boards)	X	X		Place in a clear plastic bag. Set on top of or next to cart.	LIMIT: 2'x2'x2' or smaller and less than 60lbs	X	Call in only	
Scrap Metal (Any ferrous or non-ferrous scrap metal items (e.g., tins, aluminum lawn chair frames, pipes, fencing, or other.)	X			Place in cart or secure (e.g., bundle, box) next to cart.	Limit: Less than 6ft and 65lbs. Less than 5% non-metal components.	X	X	X
Styrofoam Blocks		X	X	Place in a clear plastic bag. Weigh down to prevent movement. Call in and set next to cart on specified day.	NO packing peanuts.	X	Call in only	
Car Seats		X			Drop-off at store only	X	X	
Bicycles & Bike Parts		X			Drop-off at store only	X	X	
Hard-Cover Books		X	X**	Place in boxes and deliver to store. **CS will provide a 4yd dumpster to each Burien School once per year upon request.		X	X	
Small Propane Cylinders			X	Cylinders must be empty. Place in box next to cart. DO NOT place cylinders in cart	Only cylinders, no tanks.	X	Call in only	
Bulky Items (Refrigerators, freezers, washer/dryer, water heater, stove/range, range hoods, sofas, chairs, other furniture, mattresses, and large (i.e., greater than 2'x2'x2') electronics and TVs.)			X	Call to request pick up. Fees apply after one free single-family collection annually (per contract Section 2.2.1.3.)		X	Call in only	X
Construction & Demolition Debris (Wood waste, dry wall, concrete, brick, roofing, carpet, etc. Complete list in proposal.)			X	Call to request special container (2 to 40yd). Tonnage and haul fees apply.		X	X	X

*Store drop-off limited to subscribing customers.

Attachment D

Rate Modification Example

The collection and disposal components of the Customer charges listed in Attachment B will be adjusted separately, as appropriate. The collection component of Customer charges will be adjusted annually, pursuant to this Section and as described below. The disposal component of the Customer charges listed in Attachment B will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment, and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for the collection component adjustment, the disposal component adjustment and the new rate are provided as follows:

Step 1: Collection Component Adjustment

The sum of the collection and Franchise Fee components listed in Attachment B will be increased or decreased by the amount of the CPI change:

$$NCC = PCC \times \left[1 + \left(\frac{nCPI - oCPI}{oCPI} \right) \times .8 \right]$$

- Where
- NCC = The new collection and Franchise Fee components, adjusted for excise tax on the Franchise Fee, of the customer rate for a particular service level; and
 - PCC = The previous collection and Franchise Fee components, adjusted for excise tax on the Franchise Fee, of the Customer rate for a particular service level; and
 - nCPI = The most recent June CPI value; and
 - oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2014.

Step 2: Disposal Component Adjustment

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

$$\text{Step 2a: } A = ODC \times \frac{NTF}{OTF}$$

$$\text{Step 2b: } NDC = A + [(A - ODC) \times CETR]$$

Where

NDC = The new disposal charge component of the customer rate for a particular service level; and

NTF = The new disposal fee, dollars per ton; and

ODC = The old disposal charge component of the customer rate for a particular service level;

OTF = The old disposal fee, dollars per ton; and

A = Pre-excise tax adjusted disposal component; and

CETR = Current excise tax rate.

Step 3: New Rate

$$\text{New Rate} = \text{NCC} + \text{NDC}$$

Example:

For example, using an initial one 32/35-gallon cart rate of \$21.96 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$120 to \$130 per ton starting on January 1, 2016, the old disposal component is \$5.24, and the State Excise Tax rate is 0.015, the January 2016 Customer charge for one 32/35-gallon cart per week Residential Curbside service would be:

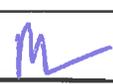
$$\text{Step 1: } \text{NCC} = \$21.96 \times \left[1 + \left(\left(\frac{144.3 - 143.2}{143.2} \right) \times .8 \right) \right] = \$22.09$$

$$\text{Step 2a: } \text{A} = \$5.24 \times \left(\frac{\$130}{\$120} \right) = \$5.68$$

$$\text{Step 2b: } \text{NDC} = \$5.68 + [(\$5.68 - \$5.24) \times 0.015] = \$5.69$$

$$\text{Step 3: } \text{New Rate} = \$22.09 + \$5.69 = \$27.78$$

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Motion to Approve Appointment to the Parks & Recreation Board		Meeting Date: September 16, 2013
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
Unencumbered Budget Authority: N/A		
Adopted Work Plan	Work Plan Item Description:	
Priority: Yes No <input checked="" type="checkbox"/> X		
PURPOSE/REQUIRED ACTION:		
<p>The purpose of this agenda item is for Council to make an appointment to the Parks & Recreation Board. Council held an interview prior to the September 16 Regular Council meeting.</p>		
Background (Include prior Council Action and Discussions):		
<p>A call for volunteers to serve on Burien's Parks and Recreation advisory board was placed in the Highline Times, Burien City News, on TBC21, and on the City's website. One application for the Parks & Recreation Board was received to fill two vacancies for unexpired terms.</p>		
OPTIONS (Including fiscal impacts):		
<ol style="list-style-type: none"> 1. Appoint applicant to fill the respective advisory board vacancy with the term noted. 2. Do not appoint the applicant, and re-advertise. 		
Administrative Recommendation: Per Council direction.		
Advisory Board Recommendation: N/A		
Suggested Motion:		
<p>Move to appoint _____ to Parks and Recreation Board Position 3 for a term that will begin on September 16, 2013, and end on March 31, 2015.</p>		
Submitted by:		City Manager 
Administration		
Today's Date: September 9, 2013	File Code: R:/CC/AgendaBill2013/091613cm-1 advbdappt pks	

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion and Possible Motion on Revised Arts Fund Recommendation Process		Meeting Date: September 16, 2013
Department: Parks, Recreation & Cultural Services	Attachments:	Fund Source: N/A
Contact: Debbie Zemke, Recreation Manager		Activity Cost: N/A
Telephone: 206-988-3704		Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Adopted Initiative: Yes: No: <input checked="" type="checkbox"/>	Initiative Description: N/A	
PURPOSE/REQUIRED ACTION: The Arts Commission is recommending a change in the composition of the City's Arts and Culture Fund review panel because the current panel composition would create a conflict of interest between current Commissioners and organizations applying for the grants.		
BACKGROUND (Include prior Council action & discussion): The City allocates \$20,000 per year to its Arts and Culture Fund, which provides grants to support arts and heritage organizations and artists who provide cultural opportunities for the city. In the past, the Arts Commission has established three to five of its members to serve on a subcommittee to review grants, hear applicant presentations, and recommend fund allocations to the full Commission. For the 2014 funding cycle, eight of the nine Commissioners are associated with prospective grant applications or groups that will be applying. As a result, the Commission felt it appropriate to recommend that an alternative review panel be established of members other than Arts Commissioners. At the Commission's August 27, 2013 meeting, the Commission recommended an alternative review panel. The panel would be composed of:		
<ul style="list-style-type: none"> • a current or past Arts Commissioner; • an artist; • a member of the community at-large; • a representative from an arts organization with re-granting programs (such as 4Culture), and • an Arts Commissioner from a neighboring city. 		
Following these criteria, City staff would recruit and select members for the panel. The panel would then deliberate and, instead of forwarding its recommendation to the Commission for approval as it has done in the past, it would issue its funding recommendations directly to the Council.		
In the next funding cycle after this year, staff would propose to the Arts Commission a process more aligned with the Human Services grant review. If Council concurs, this would be as follows:		
<ol style="list-style-type: none"> 1. Staff review grant applications and make recommendations to the Arts Commission. 2. Arts Commission reviews and makes recommendations to Council. 3. Council reviews and approves final recommendations. 		
In the event a majority of the 2014 Commissioners have a conflict of interest with the grant process, Step 2 will be skipped and staff recommendations will go directly to the Council (similar to the process used for the Human Services grant program).		
OPTIONS (Including fiscal impacts):		
<ol style="list-style-type: none"> 1. Approve Arts Commission's recommendation for a revised Arts Fund Review Panel. 2. Do not approve Arts Commission's recommendations 3. Provide direction on an alternative process 		
Administrative Recommendation: Hold discussion and approve the Arts Commission recommendation.		
Advisory Board Recommendation: Recommendation approved at Commission's August 27, 2013 meeting.		
Suggested Motion: Motion to Approve the Arts Commission Recommendation for Change to Arts Fund Review Panel.		
Submitted by: Michael Lafreniere Administration: <u>DZ/ml</u>		Craig D. Knutson City Manager <u>CK</u>
Today's Date: September 9, 2013		File Code: R:\CC\Agenda Bill 2013\091613pks-1 Revised Arts Fund Recommendation Process.DOCX

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion and possible motion to adopt Ordinance No. 587, amending the Zoning Code regarding multi-family recreation space standards in the Downtown Commercial Zone.		Meeting Date: September 16, 2013
Department: Community Development Department	Attachments: 1. Proposed Ordinance No. 587 2. Introduction and background information memo to Planning Commission, July 15, 2013 3. Memo to Planning Commission, August 16, 2013 4. Staff memo on market rate multi-family development feasibility, September 9, 2013 5. Planning Commission Meeting Minutes 6. Public comment summary and written comments	Fund Source: N/A Activity Cost: N/A Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Contact: David Johanson, Senior Planner		
Telephone: (206) 248-5522		
Adopted Work Plan Priority: Yes X No	Work Plan Item Description: Zoning Code Amendments reducing impediments to development.	

PURPOSE/REQUIRED ACTION:

The purpose of this agenda item is for Council to discuss and consider amendments to the zoning code that will modify the standards for providing common and private recreation space for multi-family units in the Downtown Commercial zone.

BACKGROUND (Include prior Council action & discussion):

The City is initiating amendments to the regulations regarding multi-family recreation space in response to a number of comments from the development community that the current requirements are not comparable with other jurisdictions. In addition, due to recent adjustments in the housing financial market, staff believes this is an appropriate time to revisit those requirements so they will not hinder the ability to promote and support economic vitality in the downtown. The downtown continues to be a high priority to attract housing that in turn supports local businesses while also moving the city toward the long standing vision of an active and vibrant area of the city.

Currently, the City requires developments to provide a specific amount of private and common recreation space for each unit as well as comply with standards for the minimum dimensions of private recreation space (decks or patios). The proposed zoning code amendments will effectively reduce the amount of recreation space that is required. To partially offset the reduction in the recreation space required, the proposed amendments require that "alternate" private recreation space be incorporated into the design. More background and detailed analysis can be found in the introduction memo provided to the Planning Commission dated July 15, 2013 (Attachment 2).

The Planning Commission conducted three meetings to evaluate, discuss and ultimately make a recommendation to the City Council. A Public Hearing was conducted on August 14, 2013, and comments provided as a part of this process are included as Attachment 6 to this agenda bill. At the Public Hearing the Commission requested and was presented with optional language from the original proposal that increased the required amount of units to provide private space from 30% to 40% and slightly decrease the number of the remaining units that must provide alternative recreation space. In the original draft, a majority (51%) of the remaining units were required to provide "alternate" private recreation space. The option presented to the Planning Commission required 33% of the remaining units to provide recreation spaces at a size less than the "full" standard. Finally, the original proposal was amended to increase the minimum size of private recreation space from 24 square feet to 32 square feet. More detail on the original proposal and optional language can be found in Attachment 3. Ultimately the Planning Commission did not accept the optional language and recommended City Council adopt the original proposal.

In addition to the background information contained in the Planning Commission memos, staff has prepared another memo providing further detail and discussion from an economic development perspective regarding current trends in market rate housing (see Attachment 4).

Following the Planning Commission's final meeting and recommendation, staff participated in a briefing with several Council members which resulted in staff providing optional code language for the Council to consider. The optional language is crafted to provide an incentive to developers while also supporting "smart growth" principles encouraging higher intensity land uses within walking distance to local goods, services and transit. Downtown is where the city has planned to satisfy our obligation to provide needed housing capacity as the Puget Sound region continues to grow. The optional language requires private recreation space to be a minimum of 48 square feet rather than 24 square feet. However, if a project exceeds a specified residential density, the size of private recreation space may be reduced to a minimum area of 24 square feet. The optional code language has been inserted into the proposed ordinance found in Attachment 1.

Options

- 1) Adopt Ordinance 587 as recommended by the Planning Commission and staff.
- 2) Adopt the Ordinance 587 with the optional language as presented in the draft ordinance.
- 3) Direct staff to modify the proposed ordinance for consideration at your September 23, 2013 meeting.
- 4) Do not adopt amendments to the zoning code.

Administrative Recommendation: Adopt Ordinance No. 587, amending the requirements to provide common and private recreation space in multi-family developments in the Downtown Commercial Zone as set forth in Attachment 1, including the most recent optional language as provided by staff.

Advisory Board Recommendation: Adopt Ordinance No. 587, amending the requirements to provide common and private recreation space in multi-family developments in the Downtown Commercial Zone as set forth in Attachment 1.

Suggested Motion: I move to adopt Ordinance No. 587, amending the requirements to provide common and private recreation space in multi-family developments in the Downtown Commercial Zone, including the most recent optional language as provided by staff.

Submitted by: David Johanson
Administration 

City Manager 

Today's Date: September 10, 2013

File Code: R:\CC\Agenda Bill 2013\091613cd-1 Multi-FamilyRecSpaceDCzone.docx

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 587

AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, AMENDING TITLE 19 OF THE BURIEN MUNICIPAL CODE RELATED TO MULTI-FAMILY RECREATIONAL SPACE DEVELOPMENT REGULATIONS IN THE DOWNTOWN COMMERCIAL ZONE, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in June, 1999, the City of Burien adopted a zoning code establishing zoning regulations for the City of Burien; and

WHEREAS, the City desires to amend BMC Title 19 modifying the standards to provide common and private recreational space for multi-family and mixed use developments in the Downtown Commercial Zone; and

WHEREAS, the City provided the proposed zoning amendments to the Washington State Department of Commerce and did not receive any comments during the 60-day notice and comment period; and

WHEREAS, the SEPA Responsible Official issued a Determination of Non-Significance on July 18, 2013; and

WHEREAS, the Planning Commission had three public meetings and conducted a public hearing to receive public comments on August 14, 2013; and

WHEREAS, the City Council has received a recommendation from the Planning Commission regarding the proposed amendments; and

WHEREAS, the City Council held a public meeting on September 16, 2013 to review and discuss the proposed amendments; and

WHEREAS, the Planning Commission and City Council evaluated the proposed zoning code amendments and confirmed they comply with the decision criteria for zoning code amendments of BMC 19.65 and attached hereto as Exhibit B.

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

Section 1: Amendments to BMC Title 19. The City Council of the City of Burien hereby amends BMC Title 19 as shown on Exhibit A incorporated by reference as if fully set forth herein.

Section 2: Severability. Should any section, subsection, 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 4: Savings. The enactments of this ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this ordinance.

Section 5: 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 THIS ____ DAY OF _____, 2013, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS ____ DAY OF _____, 2013.

CITY OF BURIEN
/s/ Brian Bennett, Mayor

ATTEST/AUTHENTICATED:
/s/ Monica Lusk, City Clerk

Approved as to form:
/s/ Ann Marie Sotto, Acting City Attorney

Filed with the City Clerk: September 10, 2013
Passed by the City Council:
Ordinance No. 587
Date of Publication:

ORDINANCE 587 EXHIBIT A

19.17.010 Multi-Family Recreation Space

1. New developments of 4 multiple family dwelling units or more shall provide a minimum of 200 square feet of required common recreation space per dwelling unit. The required common recreation space shall be in one or more areas on site that are available and accessible to all residents of the development.

A. Not more than 50% of the required common recreation space shall be indoors. Such areas must be located, designed and improved in a manner that provides recreational opportunities functionally equivalent to those recreational opportunities available outdoors.

B. At least 50% of the required common recreation space shall be designed and improved as play space for preadolescent children—environments that are designed to support and suggest activities that are an essential part of a child's learning and development (social, emotional, cognitive, and physical). Unless otherwise approved by the Director, required play space for children shall be accessible from all dwelling units by pedestrian paths separate from vehicular areas. The requirement for play space for children shall not apply to developments devoted exclusively to senior citizens.

C. An area designated as required common outdoor recreation space shall:

i. Have a minimum size of 800 square feet and minimum width and depth of 25 feet.

ii. Not be located in the following critical areas or their buffers: wetlands, streams, and flood hazard areas.

iii. Be of a grade and surface suitable for recreation.

iv. Be centrally located and accessible and convenient to all residents within the development.

v. Be connected by path, walkway or separated walkway across a parking area to any adjacent existing or planned public park, open space or trail system.

vi. Not be used for driveways, parking or other vehicular use. Adequate fence and/or plant screening, as approved by the Director, shall be provided to separate outdoor recreation areas from vehicular areas.

vii. Not be located in the required front setback or in an interior setback abutting a single-detached dwelling unit or single family residential zone.

2. All new developments shall provide a minimum of 80 square feet of outdoor private recreation space if provided as a patio and 60 square feet of outdoor private recreation space if provided as a deck or balcony, for each multiple family dwelling unit.

A. An area designated as required private outdoor recreation space shall:

- i. Have a minimum width and depth of 8 feet for patios and 6 feet for decks or balconies.
- ii. Not be located in the following critical areas or their buffers: wetlands, streams, or flood hazard areas.
- iii. Be of a grade and surface suitable for recreation.
- iv. Be adjacent to and directly accessible from the corresponding dwelling unit.
- v. Not be used for driveways, parking or other vehicular use. Adequate fence and/or plant screening, as approved by the Director, shall be provided to separate outdoor recreation areas from vehicular areas.
- vi. Not be located in the required front setback or in an interior setback abutting a single-detached dwelling unit or RS zone. [Ord. 437 § 12, 2005, Ord. 273 § 1, 1999]

B. Private and common recreation space in the downtown commercial (DC) zone.

i. **Common Recreation Space:** In the downtown commercial zone the total amount of required ~~private and~~ common recreation space shall be provided at a rate of 10 percent of the total area devoted to residential use. ~~per dwelling unit shall be no less than. The amount of common recreation space required is calculated by multiplying the gross floor area devoted to residential use, excluding areas devoted to private residential and common recreation space, by 10 percent. At least 10 percent of the required common recreation space shall be provided as indoor space including but not limited to exercise, recreation, meeting and hospitality facilities, 260 square feet.~~

iii.1) Design of common recreation space is subject to the minimum standards set forth in BMC Chapter 19.17.010.1 and/or the design standards set forth in BMC chapter 19.47. The Director may modify the required amount of recreation space as specified in BMC 19.17.010.1.B (play space for preadolescent children), if appropriately sized facilities are provided for the targeted housing market segment, as determined through the development review process. [Ord. 437 § 12, 2005, Ord. 273 § 1, 1999]

Comment [d1]: The primary objective is to reduce barriers to development in the downtown zone. The percentage can equate to range of 130 square feet to 100 square feet per unit. Typically less space will be required for a larger sized building. Using a percentage is more equitable when applying the standard to buildings of vastly different scales and is more accommodating to variations in unit size.

ii. Private Recreation Space: Private recreation space shall be provided as follows.

~~4) The total recreation space shall be provided on-site unless otherwise approved subject to BMC 19.17.010.4.~~

~~21) A minimum of 50% of the total number of dwelling units shall have individual private recreation spaces (decks, balconies or patios) meeting the minimum dimensional standards of 19.17.010.2.B.ii.3. If the calculation results in a fraction the number shall be rounded to the nearest integer. No more than 30 percent of the required private recreation spaces may be in the form of patios. For those units that do not provide private recreation space the private recreation space area (decks, balconies or patios) shall be included in the total required amount of common outdoor recreation space.~~

Comment [d2]: Reducing the percentage further reduces development barriers, however note that this applies to full size rec. spaces, there are other provisions that require other private recreation space, just not at "full" size.

Comment [d3]: Ensures that full size decks are included in the project. This requirement is for building design and other related purposes.

~~2) A majority of the units that do not provide private recreation space as prescribed above shall provide alternative private recreation space. For the purposes of this section alternative private recreation space includes Juliette balconies, decks, balconies or patios that are less than the minimum dimensional standards.~~

Comment [d4]: This requirement works in conjunction with, and complimentary to the standard above. In essence, it requires more private spaces, albeit less in overall size per space. The adjustment is to reduce costs of larger decks yet provide more of them to achieve the desired public benefit of private space, openings to the outdoors, building design and eyes on the street.

~~ii-3) Dimensions of private recreation space shall be no less than 24 square feet in area with a minimum width or depth of 4 feet are subject to the minimum standards set forth in BMC Chapter 19.17.010.2.~~

Comment [d5]: Adjusts the dimensions to a contemporary standard and reduces costs. Common recreation space will still be required.

OPTION: The following is an optional section that may replace subsection 3 immediately above.

~~ii-3) Dimensions of private recreation space shall be no less than 48 square feet in area with a minimum width or depth of 5 feet are subject to the minimum standards set forth in BMC Chapter 19.17.010.2.~~

Comment [d6]: Adjusts the dimensions to a contemporary standard and reduces costs. Common recreation space will still be required.

~~Projects that achieve a calculated residential density of more than 50 units per net acre may reduce the size of private recreation space to 24 square feet in area with a minimum width or depth of 4 feet.~~

Comment [d7]: This is the same threshold that is used to determine if a project qualifies for the 8-12 year multi-family tax exemption.

~~For the purposes of this section achieved residential density shall be calculated using the following method.~~

~~Residential Density =
$$\frac{\text{number of units}}{(\text{net lot area} \times \% \text{ of floor area devoted to residential use})}$$~~

Discussion: The proposed option requires multi-family developments to provide private recreation space at a minimum size of 48 square feet. If a project exceeds a specified residential density then the minimum size of the private recreation space may be reduced to 24 square feet. The density threshold, as stated above, is the same threshold used to determine if a project qualifies for the 8-12 year multi-family tax exemption (BMC 19.45.0304.G).

~~iii. Design of common recreation space is subject to the minimum standards set forth in BMC Chapter 19.17.010.1 and/or the design standards set forth in BMC chapter 19.17.010.1.B (play space for preadolescent children), if appropriately sized facilities are provided for the targeted housing market segment, as determined through the development review process. [Ord. 437 § 12, 2005, Ord. 273 § 1, 1999]~~

~~1) The total recreation space shall be provided on-site unless otherwise approved subject to BMC 19.17.010.4.~~

3. Maintenance of recreation space shall be the responsibility of the building owner or other separate entity (such as a homeowners association) capable of long-term maintenance and operation in a manner acceptable to the Director.

Comment [d8]: Added 6/9/13 for clarity.

~~4. Mixed-use developments in a Downtown Commercial (DC) zone containing more than 20 dwelling units may be exempted from the requirements of BMC 19.17.010.1 in whole or in part. The Director may accept a fee in lieu of on-site recreation space for no more than 50% of the space required by this code to be spent on designated park, recreational or open space resources within the DC zones. [Ord. 437 § 12, 2005, Ord. 273 § 1, 1999]~~

~~5. The fee in lieu of recreation space shall be determined within one month from the adoption of this Code and each year thereafter during January by the following methods:~~

~~A. The Director shall divide the acreage of land in public neighborhood and community parks (including only the playground areas for schools) within the City as defined in the Comprehensive Plan, by the number of dwelling units estimated for the City in the preceding year population estimate by the State of Washington Office of Financial Management. This produces a ratio (denoted P) of needed park acres per dwelling unit.~~

~~B. The applicable fee shall be the number of proposed dwelling units times the average land value per acre as determined by the most recent tax statement on the property, times P times 150%.~~

19.17.013 Residential Recreation Space

1. Except when fees-in-lieu of commonly owned recreation space are provided pursuant to this section, residential developments shall provide recreation space as follows:

A. Residential subdivision developed at a density of eight units or less per acre – 390 square feet per unit; and

B. Mobile home park – 260 square feet per unit.

2. Any recreation space located outdoors shall:

A. Be of a grade and surface suitable for recreation;

B. Be on the site of the proposed development;

C. Contain at least 5,000 square feet in area; provided, that when more than one recreation space is proposed, only one of the proposed recreation spaces is required to meet the area requirement;

D. Have no dimensions less than 30 feet (except trail segments);

E. In single detached or townhouse subdivision development, have a street roadway or parking area frontage along 10 to 50 percent of the recreation space perimeter (except trail segments);

F. Be centrally located and accessible and convenient to all residents within the development; and

G. Be connected by trail or walkway to any existing or planned community park, public open space or trail system, which may be located on adjoining property.

3. Indoor recreation areas may be credited towards the total recreation space requirement when the city determines that such areas are located, designed and improved in a manner which provides recreational opportunities functionally equivalent to those recreational opportunities available outdoors. [Ord. 269 § 4, 1999; Ord. 252 § 3, 1999; Ord. 28 § 1(374), 1993]

4. All single detached subdivisions shall provide tot/children play areas within the recreation space on-site, except when facilities are available within one-fourth mile that are developed as public parks or playgrounds and are accessible without the crossing of arterial streets.

5. If any play apparatus is provided in the play area, the apparatus shall meet Consumer Product Safety Standards for equipment, soft surfacing and spacing, and shall be located in an area that is:

A. At least 400 square feet in size with no dimension less than 20 feet; and

B. Adjacent to main pedestrian paths or near building entrances. [Ord. 28 § 1(375), 1993]

6. Unless the recreation space is dedicated to the city of Burien pursuant to subsection 7, maintenance of any recreation space retained in private ownership shall be the responsibility of the owner or other separate entity capable of long-term maintenance and operation in a manner acceptable to the city of Burien.

7. The city of Burien may accept dedication of required recreation space as a public park when the following criteria are met:

A. The dedicated area is at least 20 acres in size, except when adjacent to an existing or planned park; and

B. The dedicated land provides one or more of the following:

i. Shoreline access,

ii. Regional trail linkages,

iii. Habitat linkages,

iv. Recreation facilities, or

v. Heritage sites. [Ord. 28 § 1(376), 1993]

8. If on-site recreation space is not provided, the applicant shall pay a fee in lieu of actual recreation space. [Ord. 28 § 1(377), 1993]

The city of Burien acceptance of this payment is discretionary and may be permitted if:

A. The proposed on-site recreation space does not meet the criteria of BMC 19.17.013.2; or

B. The recreation space provided within a park in the vicinity will be of greater benefit to the prospective residents of the development. [Ord. 28 § 1(378), 1993]

9. Fees provided in lieu of on-site recreation space shall be determined annually by the city of Burien on the basis of the typical market value of the recreation space prior to development.

10. Any recreational space provided by the applicant shall be credited towards the land area upon which the required fees are calculated. [Ord. 28 § 1(379), 1993]

11. The fee in lieu of recreation space shall be:

A. Paid to the city of Burien at the time of:

i. Subdivision or short subdivision recording of single detached and townhouse developments,
or

ii. Prior to issuance of building permits for all other residential or mixed use development;

B. Used by the city of Burien for the acquisition and improvement of parks or public recreational facilities to serve the development; and

C. Expended through council capital budget and program appropriations. [Ord. 545 § 1, 2010, Ord. 28 § 1(380), 1993]

NEW DEFINITION

BMC 19.10.059 Common recreation space - Recreation space within a development or building that is accessible to and available for common use by all residents or groups of residents and their invitees. Examples of common recreation space include but are not limited to the following; courtyards, children's play areas, exercise rooms, gardens, lounges, hospitality rooms and media rooms.

ORDINANCE 587

EXHIBIT B

Consideration and approval of Zoning Code amendments is addressed in BMC 19.65.100 and BMC 19.65.080 (Type 4 Decisions). The following analyzes compliance with applicable portions of the following code sections.

1. **BMC 19.65.080(2) State Environmental Policy Act (SEPA):** Procedural amendments are categorically exempt from SEPA under WAC 197-11-800 (19). Since the proposed amendments also contain nonprocedural elements, the City completed a SEPA Environmental Checklist and issued a Determination of Non-Significance on July 18, 2013.
2. **BMC 19.65.080.3.a and 19.65.080.4 Public Hearing:** This section requires a public hearing prior to the Planning Commission recommending the amendments to the City Council. A public hearing will be held on August 14, 2013. Notice of the hearing was distributed 14 days in advance of the hearing to the City's Planning Commission interest list, Zoning Code amendment interest list, published in the Seattle Times and posted on the City's website and in City Hall.
3. **BMC 19.65.080.3.b and 19.65.100.4 Decision Criteria:** The Planning Commission must use following criteria in making a recommendation to the City Council:

A. The amendment is consistent with the Comprehensive Plan.

Analysis: The proposed Zoning Code amendments relate to encouraging redevelopment in Burien's urban center. This is supported by the following Comprehensive Plan policies:

Pol. LU 1.4 Encourage a mix of residential, office and commercial uses within Burien's Urban Center to create a vibrant city center that reduces reliance on the automobile and provides a range of housing opportunities.

Pol. BU 1.5 The *Downtown Commercial* designation fosters a vibrant, compact, pedestrian oriented area by allowing high density residential development, office, retail and commercial uses, government activities, and restaurants, entertainment and cultural uses. Mixed use developments are encouraged, including well-designed townhouses and condominiums, providing a convenient living environment and making the downtown a community focal point and center, as well as a lively place in the evening and on weekends. Residential densities are limited only by physical constraints such as height, bulk, parking and infrastructure capacities. Moderate to high rise buildings, pedestrian amenities and facilities that help define downtown Burien's distinctive qualities are encouraged.....

LAND USE in 2020

While 20 years ago there were few residences in the downtown, they now are a significant component in the mix of downtown uses. Among the options available are the upper levels of the three-story buildings along Southwest 152nd Street, immersed in the daily hum of activity, or the higher structures to the north, taking advantage of the spectacular views. Restaurants flourish in the downtown, many with regional reputations.

Pol. HS 1.3 The City should encourage multi-family residential uses in appropriate commercial land use districts, subject to development standards and design guidelines.

Discussion: Mixed-use development provides a residential lifestyle that many people find desirable. Residents can minimize transportation costs and travel time by residing in commercial areas close to employment, shopping, and leisure activities. Mixed-use development also provides businesses with consumers in the immediate vicinity. Mixed use can increase the perception of safety in commercial areas by providing “eyes on the street” at all times of the day. Allowing some of the new residential growth to locate in commercial areas will also help to protect the character of existing single family neighborhoods.

Pol. LU 1.11 The City of Burien designates downtown Burien and its surrounding residential and employment areas as an urban center in accordance with the King County Countywide Planning Policies. The boundaries of the urban center are shown on Figure 2-LU1.11

Discussion: The Countywide Planning Policies support development of Urban Centers to meet the region’s needs for housing, jobs services, culture and recreation. An Urban Center is characterized by defined boundaries; a broad array of daytime and nighttime land uses that are transit-supportive; pedestrian emphasis, superior urban design, limitations on single-occupancy vehicles, public open space and recreational opportunities. The Burien Urban Center has these characteristics. The Urban Center designation recognizes existing city policy supportive of compact mixed-use development. The designation will assist the city to obtain funding for transportation improvements necessary to support the planned level of redevelopment.

Pol. HS 1.16 The City should evaluate its development standards and regulations for effects on housing costs, and, where appropriate, modify development regulations which unnecessarily add to housing costs.

B. The amendment bears a substantial relation to the public health, safety, or welfare.

Analysis: All of the amendments are intended to relate to the public health, safety and welfare by being consistent with the Comprehensive Plan.

It is in the best interest of the community's welfare that the City takes proactive steps to further encourage multi-family development where it is desired. By relaxing a development standard that can reduce potential barriers to re-development it will make the downtown zone more appealing area to develop. This zoning designation has been identified as a desirable location for mixed use and higher density multi-family developments because of the availability to transit services and the symbiotic relationship with local businesses, which are related to public health, safety and welfare.

C. The amendment is in the best interest of the community as a whole.

Analysis: The proposed amendments will reduce barriers associated with developing multi-family residential buildings in the Downtown Commercial zone. The City is continually working to improve the Zoning Code to guide and encourage development in desired locations. Market forces that affect financial viability of projects have experienced a significant shift and the proposed amendments will allow the City to be more competitive when comparing costs to develop multi-family projects. The downtown area and zone is an area that has been selected as the location for a majority of Burien's housing growth into the future. The downtown area was selected because it has very important traits and fulfills the interests of the community in the following ways: It will be pedestrian friendly and walkable. Most parcels are located within one-quarter mile distance from the transit station or bus route. This encourages use of mass transit and reduces parking demand throughout the downtown and region. More residents in the downtown equate to more economic activity for local businesses.

**CITY OF BURIEN, WASHINGTON
MEMORANDUM**

DATE: July 15, 2013

TO: Planning Commission

FROM: David Johanson, AICP, Senior Planner

SUBJECT: Introduction and discussion pertaining to Downtown Commercial zone multi-family recreation space zoning code amendments (BMC 19.17.010).

PURPOSE

The purpose of this agenda item is to present zoning code changes to BMC section 19.17.010 regarding multi-family recreation space in the Downtown Commercial zone.

Issue: The City has continually heard that our regulations regarding multi-family recreation space are not comparable with other jurisdictions and that the requirements are negatively affecting financial viability of constructing a building. Currently the City requires developments to provide a specific amount of private and common recreation space for each unit as well as comply with standards for the minimum dimensions of private recreation space (decks or patios). The proposed zoning code amendments will effectively reduce the amount of recreation space that is required primarily by reducing the minimum dimensions for private recreation space. To partially offset the reduction in the recreation space required the proposed amendments require that “alternate” private recreation space be incorporated into the design.

Since the last amendment to this section of the zoning code (in 2005), there have been significant adjustments in the financial markets that play a large role in determining what projects are built and where. The City has recently completed a report (Transit Corridor Redevelopment Gap Analysis) that explores the financial feasibility for three transportation/housing corridors that provides insight and clarity to the status of the housing market. While the study focused on three corridors the market trends can be also applied to other multi-family and mixed use zones. The City is continuing its commitment to facilitating new developments in Town Square and throughout the downtown core. The proposed adjustments to the Downtown Commercial zone reinforce these commitments and increase our competitiveness in potentially attracting new development.

BACKGROUND

The original recreation space requirements were adopted in 1999. In December 2005 Ordinance 437 was adopted and amended a portion of the recreation space requirements. Those changes reduced the standards in response from a request from the developer of phase 1 of the Town Square project.

The existing zoning code (BMC 19.17.010) requires that 260 total square feet be provided for each unit in the form of two (2) types of recreation space in the Downtown Commercial zone. The first type is "Common recreation space" and shall be available to all tenants. The second type is "Private recreation space" and must be a minimum of 80 square feet for patios and 60 square feet for decks. The zoning code changes adopted in 2005 reduced the minimum size of balconies down from 80 square feet to a minimum size of 60 square feet. Private recreation space is currently required for only 50 percent of the units as opposed to all units as was required prior to 2005. The total amount of private and common recreation space (260 sq. ft.) is still required to be provided on site. If a deck or patio is not provided, the square feet would be added to the common areas. The applicant may choose, and the City must agree, to pay a fee-in-lieu if the space is not provided on site. The director can accept a fee for no more than 50 percent of the required recreation space.

Generally, developers are resistant to providing private recreations space because they feel that this building feature is not appropriate for the following reasons:

- 1) Costs involved with building private decks and patios.
- 2) Decks tend to collect junk and are a management challenge.
- 3) If not designed appropriately can cause weathering issues.
- 4) Market may not support the additional costs associated with construction of private decks. The sales and rental amounts currently do not equate to the added value of a private deck.

The following list includes reasons to provide decks in multiple-family developments:

- 1) Private outdoor space for each unit is a desirable private amenity.
- 2) Supports the desirable idea of having high quality units.
- 3) Allows for "eyes on the street" to increase public safety.
- 4) Minimum size standards (60 and 80 square feet) for private space are to allow for meaningful use of space, for furniture (patios, tables etc.)
- 5) Decks contribute to building modulation and the overall design and appearance by adding visual interest to the building design.

DISCUSSION

To assist in the discussion an examination of the existing Comprehensive Plan policy associated with recreation space is appropriate. The Comprehensive Plan is the most appropriate tool to assist in the discussion. The following are excerpts from the plan that discuss the issue of recreation space in the downtown.

Pol. RE 1.7 *The Low and High Density Multifamily Neighborhood* designations should provide for the location of stable and attractive multifamily development near transit, employment, shopping and recreation facilities.

Compatibility between these uses and adjacent single family development is provided through the City's design guidelines. Recreation facilities, including a park or open space, is required as an integral part of any multifamily development. Public facilities, especially pedestrian access to activity centers, are a requirement for development. In addition, adequate services and facilities

(such as sewer, water and roadway capacity) must be provided concurrent with development before the upper density limit is reached. Developments within these designations include existing multi-family dwellings at an average of 8 to 48 units per acre.

- Pol. NQ 1.8 Multifamily housing shall be designed to high quality standards so that it contributes to the neighborhood character and is compatible with adjacent single family developments through:
- a. Site planning focused on neighborhood design integration;
 - b. Building design architecturally linked with the surrounding neighborhood and style;
 - c. Streetscapes with trees and landscaping that encourage pedestrian use and safe transition to private spaces, and that reduces the visual effects of large paved areas;
 - d. **On-site recreational space and facilities; and**
 - e. Creative project design that provides a diversity of housing types within adopted design criteria, standards and guidelines. (page 2-54)

Comment: On-site recreational space is specifically listed as a desired component of “high quality” multi-family housing.

DESIGN in 2020

Strong design guidelines adopted 20 years ago have assured that as development occurs it is in keeping with the overall vision for the downtown. All of the streets are fully landscaped, lighted and pedestrian-friendly. Landscaping is evident throughout the area, from boulevard medians and street trees to rooftop gardens and balconies. Pedestrian and bike corridors link all areas of the downtown and the downtown to the rest of the community. (page 2-47)

Comment: Note the specific reference to balconies. While it is not specific as to the form a “balcony” should take, whether it is private or common, the policy is clear that “balconies” are a desired feature of buildings in the downtown.

- Pol. HS 1.3 The City should encourage multi-family residential uses in appropriate commercial land use districts, subject to development standards and design guidelines.

Discussion: Mixed-use development provides a residential lifestyle that many people find desirable. Residents can minimize transportation costs and travel time by residing in commercial areas close to employment, shopping, and leisure activities. Mixed-use development also provides businesses with consumers in the immediate vicinity. **Mixed use can increase the perception of safety in commercial areas by providing “eyes on the street” at all times of the day.** Allowing some of the new residential growth to locate in commercial areas will also help to protect the character of existing single family neighborhoods. (page 2-64)

Comment: Note the specific reference to “eyes on the street.” This can be achieved either by private space or common areas. Logic would tend to lean toward developments providing private space because private recreation space is most likely to be easily and most readily accessible to each unit. There are, however, other design options that can achieve the same effect and would allow a resident to open doors or windows and look down to the street.

- Pol. PRO 2.4 In conjunction with the approval of any higher density development project involving more than 20 new dwelling units, the City shall require the on-site (or nearby off-site) development of recreation facilities or appropriate and usable park land. (page 2-99)

Comment: This is the specific policy statement that states recreation space is important; however, it also supports the notion that it is acceptable to provide recreation space nearby. This policy is implemented in the Zoning Code and allows for flexibility in how recreation space may be provided.

Goal PRO.2 *Ensure that new park and recreational services to support growth are provided concurrent with new development.* (page 2-102)

Goal PRO.5 *Cooperate with other jurisdictions, public agencies, and the private sector to provide park, open space and recreation facilities.*

Pol. PRO 5.1 The City should develop partnerships with other public agencies and the private sector to meet the demand for cultural and recreational facilities in the City.

Pol. LU 1.11 The City of Burien designates downtown Burien and its surrounding residential and employment areas as an urban center in accordance with the King County Countywide Planning Policies. The boundaries of the urban center are shown on Figure 2-LU1.11

Discussion: The Countywide Planning Policies support development of Urban Centers to meet the region's needs for housing, jobs services, culture and recreation. An Urban Center is characterized by defined boundaries; a broad array of daytime and nighttime land uses that are transit-supportive; pedestrian emphasis, superior urban design, limitations on single-occupancy vehicles, public open space and recreational opportunities. The Burien Urban Center has these characteristics. The Urban Center designation recognizes existing city policy supportive of compact mixed-use development. The designation will assist the city to obtain funding for transportation improvements necessary to support the planned level of redevelopment.

While the Comprehensive Plan does discuss the issues in general terms, the following factors and related information were considered.

- 1) Requiring the construction of decks adds cost to a project thereby possibly affecting unit affordability. In addition, the market may not support the additional costs associated with construction of private decks. Conversely, a deck could add to the desirability of a unit, which could increase the value.
- 2) Decks contribute to building modulation and the overall design and appearance by adding visual interest to the building design. They also provide "eyes on the street" to increase public safety.
- 3) Decks may tend to be supplemental storage and can detract from the appearance of a building and result in property management issues.
- 4) Is private outdoor space for each unit a desirable feature contributing to the overall health, safety and welfare to the Downtown Burien neighborhood? If so, what is the appropriate percentage of units in a development that should provide private recreation space?

- 5) Reducing the standards to some degree was a recommendation of the multi-family corridor grant report. Reducing costs of the project while also maximizing use of the available building envelope makes projects more financially feasible.
- 6) The general issue of providing recreation space was raised in the impediments to development focus groups.
- 7) The city and the region are growing and with growth there is an increasing demand for housing. The City should stay the course of encouraging growth into the downtown and use our available zoning tools to facilitate that growth in locations where it is planned to occur.
- 8) We want housing in our downtown town/urban center. Housing equates to people living and possibly working downtown, which in turn contribute to community vibrancy and economic support of local businesses. The City is in the process of crafting a unique living experience with many desirable urban amenities.

RECOMMENDATION

Staff is recommending a simplified and less burdensome set of requirements for private and common recreation space that are more in alignment with current markets and support building design objectives.

Proposed Code Amendment Summary

The proposed amount of common area recreation space required is calculated as a percentage of the total square footage devoted to residential uses. Private recreation space is required for a percentage of the number of units in the development. A minimum amount of units must meet minimum dimensional private space requirements and other units may provide private space using an alternate size.

Common Recreation Space: Common recreation space is required to be provided at a rate of 10 percent of the area devoted to residential use. This percentage was derived by comparing multiple building design scenarios that have been explored for downtown. A minimum of 10 percent of the common space shall be provided indoors; it could be in the form of exercise, media or hospitality rooms. The percentage-based system does not overbuild common residential recreation facilities. Once a certain recreation space threshold is reached there can be a significant diminishing return on the investment by providing more onsite recreational space than is needed. In other words, only so many residents will use an exercise room or common recreation room of a given size. Staff has confirmed with an architect that the percentage system is applicable to, and will scale down to, smaller-sized projects.

Private Recreation Space: The minimum area of private recreation space has been reduced down from 80 square feet for patios and 60 square feet for decks to 24 square feet for either a patio or a deck. Private recreation space below the minimum dimensional standard of 4 feet wide and 24 square feet in area may be provided through the use of “Juliette” balconies or other smaller balcony designs. Alternative designs such as these provide the desirable features of traditional

decks (see above) but are more affordable to build. The City has heard from multiple developers that the trend for providing recreation space for the residents has been moving toward providing common recreation space where more people can gather and be social. An example would be cabanas or community BBQ areas.

Private recreation space is still required and must be provided. The first 30 percent must provide “full size” private recreation space and a majority (51 percent) of the remaining units shall provide private recreation space but the size of the space is more flexible and can be provided at a size less than the stated minimum standard.

Fee-in-lieu: The proposed code amendments eliminate the option for a developer to pay a fee-in-lieu of providing on-site recreation space. This fee is problematic in that it can be very challenging and risky for a city to implement the fee consistent with state law. There are specific requirements that must be met. Most important is the “nexus” issue that requires the fees to be used in such a manner so that they directly mitigate a specific impact, in this case the developer providing recreation space. The City does not currently have detailed parks and recreation amenities proposed for the downtown commercial area that could be considered a strong connection. The Puget Sound Regional Council (PSRC) also recommends eliminating development fees whenever possible to encourage redevelopment, especially in urban centers where growth is most desirable. It may not be possible to eliminate all fees; however, given the current set of circumstances, it is appropriate to eliminate this fee at this time.

ANALYSIS:

Consideration and approval of Zoning Code amendments is addressed in BMC 19.65.100 and BMC 19.65.080 (Type 4 Decisions). The following analyzes compliance with applicable portions of these code sections.

1. **BMC 19.65.080(2) State Environmental Policy Act (SEPA):** Procedural amendments are categorically exempt from SEPA under WAC 197-11-800 (19). Since the proposed amendments also contain nonprocedural elements, the City completed a SEPA Environmental Checklist and issued a Determination of Non-Significance on July 18, 2013.
2. **BMC 19.65.080.3.a and 19.65.080.4 Public Hearing:** This section requires a public hearing prior to the Planning Commission recommending the amendments to the City Council. A public hearing will be held on August 14, 2013. Notice of the hearing was distributed 14 days in advance of the hearing to the City’s Planning Commission interest list, Zoning Code amendment interest list, published in the Seattle Times and posted on the City’s website and in City Hall.
3. **BMC 19.65.080.3.b and 19.65.100.4 Decision Criteria:** The Planning Commission must use following criteria in making a recommendation to the City Council:
 - A. *The amendment is consistent with the Comprehensive Plan.*
Analysis: The proposed Zoning Code amendments relate to encouraging redevelopment in Burien’s urban center. This is supported by the following Comprehensive Plan policies:

Pol. LU 1.4 Encourage a mix of residential, office and commercial uses within Burien's Urban Center to create a vibrant city center that reduces reliance on the automobile and provides a range of housing opportunities.

Pol. BU 1.5 The *Downtown Commercial* designation fosters a vibrant, compact, pedestrian oriented area by allowing high density residential development, office, retail and commercial uses, government activities, and restaurants, entertainment and cultural uses. Mixed use developments are encouraged, including well-designed townhouses and condominiums, providing a convenient living environment and making the downtown a community focal point and center, as well as a lively place in the evening and on weekends. Residential densities are limited only by physical constraints such as height, bulk, parking and infrastructure capacities. Moderate to high rise buildings, pedestrian amenities and facilities that help define downtown Burien's distinctive qualities are encouraged.....

LAND USE in 2020

While 20 years ago there were few residences in the downtown, they now are a significant component in the mix of downtown uses. Among the options available are the upper levels of the three-story buildings along Southwest 152nd Street, immersed in the daily hum of activity, or the higher structures to the north, taking advantage of the spectacular views. Restaurants flourish in the downtown, many with regional reputations.

Pol. HS 1.3 The City should encourage multi-family residential uses in appropriate commercial land use districts, subject to development standards and design guidelines.

Discussion: Mixed-use development provides a residential lifestyle that many people find desirable. Residents can minimize transportation costs and travel time by residing in commercial areas close to employment, shopping, and leisure activities. Mixed-use development also provides businesses with consumers in the immediate vicinity. Mixed use can increase the perception of safety in commercial areas by providing "eyes on the street" at all times of the day. Allowing some of the new residential growth to locate in commercial areas will also help to protect the character of existing single family neighborhoods.

Pol. LU 1.11 The City of Burien designates downtown Burien and its surrounding residential and employment areas as an urban center in accordance with the King County Countywide Planning Policies. The boundaries of the urban center are shown on Figure 2-LU1.11

Discussion: The Countywide Planning Policies support development of Urban Centers to meet the region's needs for housing, jobs services, culture and recreation. An Urban Center is characterized by defined boundaries; a broad array of daytime and nighttime land uses that are transit-supportive; pedestrian emphasis, superior urban design, limitations on single-occupancy vehicles, public open space and recreational opportunities. The Burien Urban Center has these characteristics.

The Urban Center designation recognizes existing city policy supportive of compact mixed-use development. The designation will assist the city to obtain funding for transportation improvements necessary to support the planned level of redevelopment.

Pol. HS 1.16 The City should evaluate its development standards and regulations for effects on housing costs, and, where appropriate, modify development regulations which unnecessarily add to housing costs.

B. *The amendment bears a substantial relation to the public health, safety, or welfare.*

Analysis: All of the amendments are intended to relate to the public health, safety and welfare by being consistent with the Comprehensive Plan.

It is in the best interest of the community's welfare that the City takes proactive steps to further encourage multi-family development where it is desired. By relaxing a development standard that can reduce potential barriers to re-development it will make the downtown zone more appealing area to develop. This zoning designation has been identified as a desirable location for mixed use and higher density multi-family developments because of the availability to transit services and the symbiotic relationship with local businesses, which are related to public health, safety and welfare.

C. *The amendment is in the best interest of the community as a whole.*

Analysis: The proposed amendments will reduce barriers associated with developing multi-family residential buildings in the Downtown Commercial zone. The City is continually working to improve the Zoning Code to guide and encourage development in desired locations. Market forces that affect financial viability of projects have experienced a significant shift and the proposed amendments will allow the City to be more competitive when comparing costs to develop multi-family projects. The downtown area and zone is an area that has been selected as the location for a majority of Burien's housing growth into the future. The downtown area was selected because it has very important traits and fulfills the interests of the community in the following ways: It will be pedestrian friendly and walkable. Most parcels are located within one-quarter mile distance from the transit station or bus route. This encourages use of mass transit and reduces parking demand throughout the downtown and region. More residents in the downtown equate to more economic activity for local businesses.

SCHEDULE

August 14 Planning Commission Public Hearing
August 28 Planning Commission Recommendation

September 16 City Council Introduction
September 23 City Council Action

ATTACHMENTS

1. Proposed zoning code amendments

19.17.010 Multi-Family Recreation Space

1. New developments of 4 *multiple family dwelling units* or more shall provide a minimum of 200 square feet of required common recreation space per *dwelling unit*. The required common recreation space shall be in one or more areas on site that are available and accessible to all residents of the development.

A. Not more than 50% of the required common recreation space shall be indoors. Such areas must be located, designed and improved in a manner that provides recreational opportunities functionally equivalent to those recreational opportunities available outdoors.

B. At least 50% of the required common recreation space shall be designed and improved as play space for preadolescent children—environments that are designed to support and suggest activities that are an essential part of a child’s learning and development (social, emotional, cognitive, and physical). Unless otherwise approved by the *Director*, required play space for children shall be accessible from all *dwelling units* by pedestrian paths separate from vehicular areas. The requirement for play space for children shall not apply to developments devoted exclusively to senior citizens.

C. An area designated as required common outdoor recreation space shall:

- i. Have a minimum size of 800 square feet and minimum width and depth of 25 feet.
- ii. Not be located in the following *critical areas* or their *buffers*: *wetlands*, *streams*, and *flood hazard areas*.
- iii. Be of a grade and surface suitable for recreation.
- iv. Be centrally located and accessible and convenient to all residents within the development.
- v. Be connected by path, walkway or separated walkway across a parking area to any adjacent existing or planned public park, open space or trail system.
- vi. Not be used for driveways, parking or other vehicular use. Adequate *fence* and/or plant screening, as approved by the *Director*, shall be provided to separate outdoor recreation areas from vehicular areas.
- vii. Not be located in the required front *setback* or in an *interior setback* abutting a *single-detached dwelling unit* or single *family residential zone*.

2. All new developments shall provide a minimum of 80 square feet of outdoor *private* recreation space if provided as a *patio* and 60 square feet of outdoor *private* recreation space if provided as a *deck* or *balcony*, for each *multiple family dwelling unit*.

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A. An area designated as required private outdoor recreation space shall:

- i. Have a minimum width and depth of 8 feet for patios and 6 feet for decks or balconies.
- ii. Not be located in the following critical areas or their buffers: wetlands, streams, or flood hazard areas.
- iii. Be of a grade and surface suitable for recreation.
- iv. Be adjacent to and directly accessible from the corresponding dwelling unit.
- v. Not be used for driveways, parking or other vehicular use. Adequate fence and/or plant screening, as approved by the Director, shall be provided to separate outdoor recreation areas from vehicular areas.
- vi. Not be located in the required front setback or in an interior setback abutting a single-detached dwelling unit or RS zone. [Ord. 437 § 12, 2005, Ord. 273 § 1, 1999]

B. Private and common recreation space in the downtown commercial (DC) zone.

i. **Common Recreation Space:** In the downtown commercial zone the total amount of required ~~private and~~ common recreation space shall be provided at a rate of 10 percent of the total area devoted to residential use, per dwelling unit shall be no less than. The amount of common recreation space required is calculated by multiplying the gross floor area devoted to residential use, excluding areas devoted to private residential and common recreation space, by 10 percent. At least 10 percent of the required common recreation space shall be provided as indoor space including but not limited to exercise, recreation, meeting and hospitality facilities, 260 square feet.

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~~iii. 1) Design of common recreation space is subject to the minimum standards set forth in BMC Chapter 19.17.010.1 and/or the design standards set forth in BMC chapter 19.47. The Director may modify the required amount of recreation space as specified in BMC 19.17.010.1.B (play space for preadolescent children), if appropriately sized facilities are provided for the targeted housing market segment, as determined through the development review process. [Ord. 437 § 12, 2005, Ord. 273 § 1, 1999]~~

Comment [d1]: The primary objective is to reduce barriers to development in the downtown zone. The percentage can equate to range of 130 square feet to 100 square feet per unit. Typically less space will be required for a larger sized building. Using a percentage is more equitable when applying the standard to buildings of vastly different scales and is more accommodating to variations in unit size.

ii. **Private Recreation Space:** Private recreation space shall be provided as follows.

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~~1) The total recreation space shall be provided on-site unless otherwise approved subject to BMC 19.17.010.4.~~

21) A minimum of ~~50~~30% of the total number of dwelling units shall have individual private recreation spaces (decks, balconies or patios) meeting the minimum dimensional standards of 19.17.010.2.B.ii. If the calculation results in a fraction the number shall be rounded to the nearest integer. No more than 30 percent of the required private recreation spaces may be in the form of patios. For these units that do not provide private recreation space the private recreation space area (decks, balconies or patios) shall be included in the total required amount of common outdoor recreation space.

Comment [d2]: Reducing the percentage further reduces development barriers, however note that this applies to full size rec. spaces, there are other provisions that require other private recreation space, just not at "full" size.

Comment [d3]: Ensures that full size decks are included in the project. This requirement is for building design and other related purposes.

2) A majority (51%) of the units that do not provide private recreation space as prescribed above, the development shall provide alternative private recreation space. For the purposes of this section alternative private recreation space includes: Juliette balconies, decks, balconies or patios that are less than the minimum dimensional standards.

Comment [d4]: This requirement works in conjunction with, and complimentary to the standard above. In essence, it requires more private spaces, albeit less in overall size per space. The adjustment is to reduce costs of larger decks yet provide more of them to achieve the desired public benefit of private space, openings to the outdoors, building design and eyes on the street.

iii.3) Dimensions of private recreation space shall be no less than 24 square feet in area with a minimum width or depth of 4 feet are subject to the minimum standards set forth in BMC Chapter 19.17.010.2.

Comment [d5]: Clarifies/defines what is considered to be "alternative private recreation space".

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iii. Design of common recreation space is subject to the minimum standards set forth in BMC Chapter 19.17.010.1 and/or the design standards set forth in BMC chapter 19.17. The Director may modify the required amount of recreation space as specified in BMC 19.17.010.1.B (play space for preadolescent children), if appropriately sized facilities are provided for the targeted housing market segment, as determined through the development review process. (Ord. 437 § 12, 2005, Ord. 273 § 4, 1000)

Comment [d6]: Adjusts the dimensions to a contemporary standard and reduces costs. Common recreation space will still be required.

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iii.4) The total recreation space shall be provided on-site unless otherwise approved subject to BMC 19.17.010.4.

3. Maintenance of recreation space shall be the responsibility of the owner or other separate entity (such as a homeowners association) capable of long-term maintenance and operation in a manner acceptable to the Director.

4. ~~Mixed use~~ developments in a Downtown Commercial (DC) zone containing more than 20 dwelling units may be exempted from the requirements of BMC 19.17.010.1 in whole or in part. The Director may accept a fee in lieu of on-site recreation space for no more than 50% of the space required by this code is to be spent on designated park, recreational or open space resources within the DC zones. (Ord. 437 § 12, 2005, Ord. 273 § 4, 1000)

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~~5. The fee in lieu of recreation space shall be determined within one month from the adoption of this Code and each year thereafter during January by the following methods:~~

~~A. The Director shall divide the acreage of land in public neighborhood and community parks (including only the playground areas for schools) within the City as defined in the Comprehensive Plan, by the number of dwelling units estimated for the City in the preceding year population estimate by the State of Washington Office of Financial Management. This produces a ratio (denoted P) of needed park acres per dwelling unit.~~

~~B. The applicable fee shall be the number of proposed dwelling units times the average land value per acre as determined by the most recent tax statement on the property, times P times 450%.~~

Comment [d7]: The section was removed to further reduce development barriers and places emphasis on meeting the minimum requirements as set forth above. The approach was to set minimum standards for recreation space that meet the desired objectives and that more in line with current building and market trends. The recreation space objectives will be met through different approaches. In addition, the fee-in-lieu may not have been in alignment with State law and could have been problematic to manage the collection and proper expenditure of funds received. The City has yet to collect the fee since its inception.

19.17.013 Residential Recreation Space

1. Except when fees-in-lieu of commonly owned recreation space are provided pursuant to this section, residential developments shall provide recreation space as follows:

A. Residential subdivision developed at a density of eight units or less per acre – 390 square feet per unit; and

B. Mobile home park – 260 square feet per unit.

2. Any recreation space located outdoors shall:

A. Be of a grade and surface suitable for recreation;

B. Be on the site of the proposed development;

C. Contain at least 5,000 square feet in area; provided, that when more than one recreation space is proposed, only one of the proposed recreation spaces is required to meet the area requirement;

D. Have no dimensions less than 30 feet (except trail segments);

E. In single detached or townhouse subdivision development, have a street roadway or parking area frontage along 10 to 50 percent of the recreation space perimeter (except trail segments);

F. Be centrally located and accessible and convenient to all residents within the development; and

G. Be connected by trail or walkway to any existing or planned community park, public open space or trail system, which may be located on adjoining property.

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3. Indoor recreation areas may be credited towards the total recreation space requirement when the city determines that such areas are located, designed and improved in a manner which provides recreational opportunities functionally equivalent to those recreational opportunities available outdoors. [Ord. 269 § 4, 1999; Ord. 252 § 3, 1999; Ord. 28 § 1(374), 1993]

4. All single detached subdivisions shall provide tot/children play areas within the recreation space on-site, except when facilities are available within one-fourth mile that are developed as public parks or playgrounds and are accessible without the crossing of arterial streets.

5. If any play apparatus is provided in the play area, the apparatus shall meet Consumer Product Safety Standards for equipment, soft surfacing and spacing, and shall be located in an area that is:

A. At least 400 square feet in size with no dimension less than 20 feet; and

B. Adjacent to main pedestrian paths or near building entrances. [Ord. 28 § 1(375), 1993]

6. Unless the recreation space is dedicated to the city of Burien pursuant to subsection 7, maintenance of any recreation space retained in private ownership shall be the responsibility of the owner or other separate entity capable of long-term maintenance and operation in a manner acceptable to the city of Burien.

7. The city of Burien may accept dedication of required recreation space as a public park when the following criteria are met:

A. The dedicated area is at least 20 acres in size, except when adjacent to an existing or planned park; and

B. The dedicated land provides one or more of the following:

i. Shoreline access,

ii. Regional trail linkages,

iii. Habitat linkages,

iv. Recreation facilities, or

v. Heritage sites. [Ord. 28 § 1(376), 1993]

8. If on-site recreation space is not provided, the applicant shall pay a fee in lieu of actual recreation space. [Ord. 28 § 1(377), 1993]

The city of Burien acceptance of this payment is discretionary and may be permitted if:

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A. The proposed on-site recreation space does not meet the criteria of BMC 19.17.013.2; or

B. The recreation space provided within a park in the vicinity will be of greater benefit to the prospective residents of the development. [Ord. 28 § 1(378), 1993]

9. Fees provided in lieu of on-site recreation space shall be determined annually by the city of Burien on the basis of the typical market value of the recreation space prior to development.

10. Any recreational space provided by the applicant shall be credited towards the land area upon which the required fees are calculated. [Ord. 28 § 1(379), 1993]

11. The fee in lieu of recreation space shall be:

A. Paid to the city of Burien at the time of:

i. Subdivision or short subdivision recording of single detached and townhouse developments, or

ii. Prior to issuance of building permits for all other residential or mixed use development;

B. Used by the city of Burien for the acquisition and improvement of parks or public recreational facilities to serve the development; and

C. Expended through council capital budget and program appropriations. [Ord. 545 § 1, 2010, Ord. 28 § 1(380), 1993]

NEW DEFINITION

BMC 19.10.059 Common recreation space - Recreation space within a development or building that is accessible to and available for common use by all residents or groups of residents and their invitees. Examples of common recreation space include but are not limited to the following: courtyards, children's play areas, exercise rooms, gardens, lounges, hospitality rooms, media rooms and

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**CITY OF BURIEN, WASHINGTON
MEMORANDUM**

DATE: August 16, 2013
TO: Burien Planning Commission
FROM: David Johanson, AICP, Senior Planner
SUBJECT: Recommendation regarding Downtown Commercial zone multi-family recreation space zoning code amendments

PURPOSE

The purpose of this agenda item is for the Planning Commission to discuss and make a recommendation to City Council on proposed amendments to Burien Municipal Code section 19.17.010 regarding multi-family recreation space in the Downtown Commercial zone.

Two versions of the draft of the proposed zoning code amendments are attached. Attachment 1 is the strikeout/underline version and also includes staff comments. Attachment 2 is a clean version of the proposed zoning code changes and has been included to aid in your deliberations.

BACKGROUND

The proposed changes were presented to the Planning Commission on July 24, 2013 and on August 14, 2013 a public hearing was conducted. The staff memo provided for those meetings contains essential background information and addresses the relevant zoning code amendment criteria that must be addressed when considering an amendment to the zoning code. The analysis section begins on page 6 (see Attachment 3).

DISCUSSION

The Commission should continue the discussion of the proposed zoning code changes followed by a recommendation to the City Council. At your August 14th meeting there was interest in drafting an alternative that adjusts both the size of the private recreation space (decks) and the proportion of units that are required to have decks. Staff has included a number of options for the Planning Commission to consider in the proposed zoning code changes as set forth in attachments 1 and 2. The attached zoning code amendments include proposed adjustments that:

- 1) Increase the amount of units that must provide “full size” private recreation space, this is an increase of 10%. The original proposal required 30% and the new option requires 40% of the units to provide “full size” private recreation space.

- 2) Slightly decrease the amount of units that must provide alternative recreation space. In the original draft, a majority (51%) of the remaining units were required to provide “alternative” private recreation space. The amended proposal requires that at least 33% of the remaining units provide private recreation spaces at a size less than the “full” standard. This amendment is being proposed to somewhat offset the increase in the amount of units that must provide “full size” private recreation space. This change also

retains a similar amount of the total units that must provide some private recreation space (approximately 60%).

3) Increase the minimum size of the private recreation space from 24 to 32 square feet.

These options have been included in the proposed draft zoning code (see Attachment 1).

You will also find a summary of the common and private recreation space requirements that were verbally provided at your last meeting (Attachment 4). Please be reminded that this was a very high level comparison for the sole purpose to have some reference point on what other jurisdictions are requiring for private and common recreation spaces in zones similar to our Downtown Commercial zone.

RECOMMENDED MOTION

The following suggested motion may be used, however if one or more of the options are modify selected the motion may need to be amended:

I move the Planning Commission recommend to the City Council approval of the zoning code amendments as presented in attachment 1 and supported by the analysis contained in the staff memo presented here as attachment 3.

Attachments:

1. Proposed Zoning Code Amendments (BMC 19.17.010) – strikeout/underline version
2. Proposed Zoning Code Amendments (BMC 19.17.010) – clean version
3. Staff Memo to Planning Commission dated July 15, 2013
4. Private and Common Recreation Space Comparison

19.17.010 Multi-Family Recreation Space

1. New developments of 4 *multiple family dwelling units* or more shall provide a minimum of 200 square feet of required common recreation space per *dwelling unit*. The required common recreation space shall be in one or more areas on site that are available and accessible to all residents of the development.

A. Not more than 50% of the required common recreation space shall be indoors. Such areas must be located, designed and improved in a manner that provides recreational opportunities functionally equivalent to those recreational opportunities available outdoors.

B. At least 50% of the required common recreation space shall be designed and improved as play space for preadolescent children—environments that are designed to support and suggest activities that are an essential part of a child’s learning and development (social, emotional, cognitive, and physical). Unless otherwise approved by the *Director*, required play space for children shall be accessible from all *dwelling units* by pedestrian paths separate from vehicular areas. The requirement for play space for children shall not apply to developments devoted exclusively to senior citizens.

C. An area designated as required common outdoor recreation space shall:

- i. Have a minimum size of 800 square feet and minimum width and depth of 25 feet.
- ii. Not be located in the following *critical areas* or their *buffers*: *wetlands*, *streams*, and *flood hazard areas*.
- iii. Be of a grade and surface suitable for recreation.
- iv. Be centrally located and accessible and convenient to all residents within the development.
- v. Be connected by path, walkway or separated walkway across a parking area to any adjacent existing or planned public park, open space or trail system.
- vi. Not be used for driveways, parking or other vehicular use. Adequate *fence* and/or plant screening, as approved by the *Director*, shall be provided to separate outdoor recreation areas from vehicular areas.
- vii. Not be located in the required front *setback* or in an *interior setback* abutting a *single-detached dwelling unit* or *single family residential zone*.

2. All new developments shall provide a minimum of 80 square feet of outdoor *private* recreation space if provided as a *patio* and 60 square feet of outdoor *private* recreation space if provided as a *deck* or *balcony*, for each *multiple family dwelling unit*.

A. An area designated as required private outdoor recreation space shall:

- i. Have a minimum width and depth of 8 feet for patios and 6 feet for decks or balconies.
- ii. Not be located in the following critical areas or their buffers: wetlands, streams, or flood hazard areas.
- iii. Be of a grade and surface suitable for recreation.
- iv. Be adjacent to and directly accessible from the corresponding dwelling unit.
- v. Not be used for driveways, parking or other vehicular use. Adequate fence and/or plant screening, as approved by the Director, shall be provided to separate outdoor recreation areas from vehicular areas.
- vi. Not be located in the required front setback or in an interior setback abutting a single-detached dwelling unit or RS zone. [Ord. 437 § 12, 2005, Ord. 273 § 1, 1999]

B. Private and common recreation space in the downtown commercial (DC) zone.

i. **Common Recreation Space:** In the downtown commercial zone the total amount of required ~~private and~~ common recreation space shall be provided at a rate of 10 percent of the total area devoted to residential use, per dwelling unit shall be no less than. The amount of common recreation space required is calculated by multiplying the gross floor area devoted to residential use, excluding areas devoted to private residential and common recreation space, by 10 percent. At least 10 percent of the required common recreation space shall be provided as indoor space including but not limited to exercise, recreation, meeting and hospitality facilities, 260 square feet.

iii-1) Design of common recreation space is subject to the minimum standards set forth in BMC Chapter 19.17.010.1 and/or the design standards set forth in BMC chapter 19.47. The Director may modify the required amount of recreation space as specified in BMC 19.17.010.1.B (play space for preadolescent children), if appropriately sized facilities are provided for the targeted housing market segment, as determined through the development review process. [Ord. 437 § 12, 2005, Ord. 273 § 1, 1999]

Comment [d1]: The primary objective is to reduce barriers to development in the downtown zone. The percentage can equate to range of 130 square feet to 100 square feet per unit. Typically less space will be required for a larger sized building. Using a percentage is more equitable when applying the standard to buildings of vastly different scales and is more accommodating to variations in unit size.

ii. **Private Recreation Space:** Private recreation space shall be provided as follows.

~~4) The total recreation space shall be provided on-site unless otherwise approved subject to BMC 19.17.010.4.~~

21) A minimum of **50/40%** of the total number of dwelling units shall have individual private recreation spaces (decks, balconies or patios) meeting the minimum dimensional standards of 19.17.010.2.B.iii.3. If the calculation results in a fraction the number shall be rounded to the nearest integer. No more than 30 percent of the required private recreation spaces may be in the form of patios. For those units that do not provide private recreation space the private recreation space area (decks, balconies or patios) shall be included in the total required amount of common outdoor recreation space.

Comment [d2]: Reducing the percentage further reduces development barriers, however note that this applies to full size rec. spaces, there are other provisions that require other private recreation space, just not at "full" size.

Comment [d3]: Ensures that full size decks are included in the project. This requirement is for building design and other related purposes.

Planning Commission OPTION 1 – Increase the minimum number of units that must provide "full size" private recreation space from 30% to 40%.

2) A 33% of the units that do not provide private recreation space as prescribed above shall provide alternative private recreation space. For the purposes of this section alternative private recreation space includes: Juliette balconies, decks, balconies or patios that are less than the minimum dimensional standards.

Comment [d4]: This requirement works in conjunction with, and complimentary to the standard above. In essence, it requires more private spaces, albeit less in overall size per space. The adjustment is to reduce costs of larger decks yet provide more of them to achieve the desired public benefit of private space, openings to the outdoors, building design and eyes on the street.

Comment [d5]: Clarifies/defines what is considered to be "alternative private recreation space".

Planning Commission OPTION 2 – Decrease the amount of units that are required to provide alternative space to offset the increase in "full size" balconies or decks. The total amount of units that will provide private recreation space will be approximately 60% but more private spaces will be provided at a larger size.

ii.3) Dimensions of private recreation space shall be no less than 32 square feet in area with a minimum width or depth of 4 feet are subject to the minimum standards set forth in BMC Chapter 19.17.010.2.

Comment [d6]: Adjusts the dimensions to a contemporary standard and reduces costs. Common recreation space will still be required.

Planning Commission OPTION 3 – Increase the minimum area standard for private recreation space from 24 to 32 square feet.

~~iii. Design of common recreation space is subject to the minimum standards set forth in BMC Chapter 19.17.010.1 and/or the design standards set forth in BMC chapter 19.47. The Director may modify the required amount of recreation space as specified in BMC 19.17.010.1.B (play space for preadolescent children), if appropriately sized facilities are provided for the targeted housing market segment, as determined through the development review process. (Ord. 437 § 12, 2005, Ord. 273 § 1, 1999)~~

~~1) The total recreation space shall be provided on site unless otherwise approved subject to BMC 19.17.010.4.~~

3. Maintenance of recreation space shall be the responsibility of the owner or other separate entity (such as a homeowners association) capable of long-term maintenance and operation in a manner acceptable to the Director.

~~4. Mixed use developments in a Downtown Commercial (DC) zone containing more than 20 dwelling units may be exempted from the requirements of BMC 19.17.010.1 in whole or in part. The Director may accept a fee in lieu of on-site recreation space for no more than 50% of the space required by this code to be spent on designated park, recreational or open space resources within the DC zones. [Ord. 437 § 12, 2005, Ord. 273 § 1, 1999]~~

~~5. The fee in lieu of recreation space shall be determined within one month from the adoption of this Code and each year thereafter during January by the following methods:~~

~~A. The Director shall divide the acreage of land in public neighborhood and community parks (including only the playground areas for schools) within the City as defined in the Comprehensive Plan, by the number of dwelling units estimated for the City in the preceding year population estimate by the State of Washington Office of Financial Management. This produces a ratio (denoted P) of needed park acres per dwelling unit.~~

~~B. The applicable fee shall be the number of proposed dwelling units times the average land value per acre as determined by the most recent tax statement on the property, times P times 150%.~~

Comment [d7]: The section was removed to further reduce development barriers and places emphasis on meeting the minimum requirements as set forth above. The approach was to set minimum standards for recreation space that meet the desired objectives and that more in line with current building and market trends. The recreation space objectives will be met through different approaches. In addition, the fee-in-lieu may not have been in alignment with State law and could have been problematic to manage the collection and proper expenditure of funds received. The City has yet to collect the fee since its inception.

19.17.013 Residential Recreation Space

1. Except when fees-in-lieu of commonly owned recreation space are provided pursuant to this section, residential developments shall provide recreation space as follows:

A. Residential subdivision developed at a density of eight units or less per acre – 390 square feet per unit; and

B. Mobile home park – 260 square feet per unit.

2. Any recreation space located outdoors shall:

A. Be of a grade and surface suitable for recreation;

B. Be on the site of the proposed development;

C. Contain at least 5,000 square feet in area; provided, that when more than one recreation space is proposed, only one of the proposed recreation spaces is required to meet the area requirement;

D. Have no dimensions less than 30 feet (except trail segments);

E. In single detached or townhouse subdivision development, have a street roadway or parking area frontage along 10 to 50 percent of the recreation space perimeter (except trail segments);

F. Be centrally located and accessible and convenient to all residents within the development; and

G. Be connected by trail or walkway to any existing or planned community park, public open space or trail system, which may be located on adjoining property.

3. Indoor recreation areas may be credited towards the total recreation space requirement when the city determines that such areas are located, designed and improved in a manner which provides recreational opportunities functionally equivalent to those recreational opportunities available outdoors. [Ord. 269 § 4, 1999; Ord. 252 § 3, 1999; Ord. 28 § 1(374), 1993]

4. All single detached subdivisions shall provide tot/children play areas within the recreation space on-site, except when facilities are available within one-fourth mile that are developed as public parks or playgrounds and are accessible without the crossing of arterial streets.

5. If any play apparatus is provided in the play area, the apparatus shall meet Consumer Product Safety Standards for equipment, soft surfacing and spacing, and shall be located in an area that is:

A. At least 400 square feet in size with no dimension less than 20 feet; and

B. Adjacent to main pedestrian paths or near building entrances. [Ord. 28 § 1(375), 1993]

6. Unless the recreation space is dedicated to the city of Burien pursuant to subsection 7, maintenance of any recreation space retained in private ownership shall be the responsibility of the owner or other separate entity capable of long-term maintenance and operation in a manner acceptable to the city of Burien.

7. The city of Burien may accept dedication of required recreation space as a public park when the following criteria are met:

A. The dedicated area is at least 20 acres in size, except when adjacent to an existing or planned park; and

B. The dedicated land provides one or more of the following:

- i. Shoreline access,
- ii. Regional trail linkages,
- iii. Habitat linkages,
- iv. Recreation facilities, or
- v. Heritage sites. [Ord. 28 § 1(376), 1993]

8. If on-site recreation space is not provided, the applicant shall pay a fee in lieu of actual recreation space. [Ord. 28 § 1(377), 1993]

The city of Burien acceptance of this payment is discretionary and may be permitted if:

- A. The proposed on-site recreation space does not meet the criteria of BMC [19.17.013.2](#); or
- B. The recreation space provided within a park in the vicinity will be of greater benefit to the prospective residents of the development. [Ord. 28 § 1(378), 1993]

9. Fees provided in lieu of on-site recreation space shall be determined annually by the city of Burien on the basis of the typical market value of the recreation space prior to development.

10. Any recreational space provided by the applicant shall be credited towards the land area upon which the required fees are calculated. [Ord. 28 § 1(379), 1993]

11. The fee in lieu of recreation space shall be:

- A. Paid to the city of Burien at the time of:
 - i. Subdivision or short subdivision recording of single detached and townhouse developments, or
 - ii. Prior to issuance of building permits for all other residential or [mixed use](#) development;
- B. Used by the city of Burien for the acquisition and improvement of parks or public recreational facilities to serve the development; and
- C. Expended through council capital budget and program appropriations. [Ord. 545 § 1, 2010, Ord. 28 § 1(380), 1993]

NEW DEFINITION

BMC 19.10.059 Common recreation space - Recreation space within a development or building that is accessible to and available for common use by all residents or groups of residents and their invitees. Examples of common recreation space include but are not limited to the following; courtyards, children's play areas, exercise rooms, gardens, lounges, hospitality rooms and media rooms.

19.17.010 Multi-Family Recreation Space

1. New developments of 4 *multiple family dwelling units* or more shall provide a minimum of 200 square feet of required common recreation space per *dwelling unit*. The required common recreation space shall be in one or more areas on site that are available and accessible to all residents of the development.

A. Not more than 50% of the required common recreation space shall be indoors. Such areas must be located, designed and improved in a manner that provides recreational opportunities functionally equivalent to those recreational opportunities available outdoors.

B. At least 50% of the required common recreation space shall be designed and improved as play space for preadolescent children—environments that are designed to support and suggest activities that are an essential part of a child’s learning and development (social, emotional, cognitive, and physical). Unless otherwise approved by the *Director*, required play space for children shall be accessible from all *dwelling units* by pedestrian paths separate from vehicular areas. The requirement for play space for children shall not apply to developments devoted exclusively to senior citizens.

C. An area designated as required common outdoor recreation space shall:

i. Have a minimum size of 800 square feet and minimum width and depth of 25 feet.

ii. Not be located in the following *critical areas* or their *buffers*: *wetlands*, *streams*, and *flood hazard areas*.

iii. Be of a grade and surface suitable for recreation.

iv. Be centrally located and accessible and convenient to all residents within the development.

v. Be connected by path, walkway or separated walkway across a parking area to any adjacent existing or planned public park, open space or trail system.

vi. Not be used for driveways, parking or other vehicular use. Adequate *fence* and/or plant screening, as approved by the *Director*, shall be provided to separate outdoor recreation areas from vehicular areas.

vii. Not be located in the required front *setback* or in an *interior setback* abutting a *single-detached dwelling unit* or single *family residential zone*.

2. All new developments shall provide a minimum of 80 square feet of outdoor *private* recreation space if provided as a *patio* and 60 square feet of outdoor *private* recreation space if provided as a *deck* or *balcony*, for each *multiple family dwelling unit*.

A. An area designated as required private outdoor recreation space shall:

- i. Have a minimum width and depth of 8 feet for patios and 6 feet for decks or balconies.
- ii. Not be located in the following critical areas or their buffers: wetlands, streams, or flood hazard areas.
- iii. Be of a grade and surface suitable for recreation.
- iv. Be adjacent to and directly accessible from the corresponding dwelling unit.
- v. Not be used for driveways, parking or other vehicular use. Adequate fence and/or plant screening, as approved by the Director, shall be provided to separate outdoor recreation areas from vehicular areas.
- vi. Not be located in the required front setback or in an interior setback abutting a single-detached dwelling unit or RS zone. [Ord. 437 § 12, 2005, Ord. 273 § 1, 1999]

B. Private and common recreation space in the downtown commercial (DC) zone.

i. Common Recreation Space: In the downtown commercial zone the total amount of required common recreation space shall be provided at a rate of 10 percent of the total area devoted to residential use. The amount of common recreation space required is calculated by multiplying the gross floor area devoted to residential use, excluding areas devoted to private residential and common recreation space, by 10 percent. At least 10 percent of the required common recreation space shall be provided as indoor space including but not limited to exercise, recreation, meeting and hospitality facilities. .

1) Design of common recreation space is subject to the minimum standards set forth in BMC Chapter 19.17.010.1 and/or the design standards set forth in BMC chapter 19.47. The Director may modify the required amount of recreation space as specified in BMC 19.17.010.1.B (play space for preadolescent children), if appropriately sized facilities are provided for the targeted housing market segment, as determined through the development review process. [Ord. 437 § 12, 2005, Ord. 273 § 1, 1999]

ii. Private Recreation Space: Private recreation space shall be provided as follows.

1) A minimum of 40% of the total number of dwelling units shall have individual private recreation spaces (decks, balconies or patios) meeting the minimum dimensional standards of 19.17.010.2.B.ii.3. If the calculation results in a fraction the number shall be rounded to the nearest integer. No more than 30 percent of the required private recreation spaces may be in the form of patios.

Planning Commission OPTION 1 – Increase the minimum number of units that must provide “full size” private recreation space from 30% to 40%.

2) A 33% of the units that do not provide private recreation space as prescribed above shall provide alternative private recreation space. For the purposes of this section alternative, private recreation space includes; Juliette balconies, decks, balconies or patios that are less than the minimum dimensional standards.

Planning Commission OPTION 2 – Decrease the amount of units that are required to provide alternative space to offset the increase in “full size” balconies or decks. The total amount of units that will provide private recreation space will be approximately 60% but more private spaces will be provided at a larger size.

3) Dimensions of private recreation space shall be no less than 32 square feet in area with a minimum width or depth of 4 feet.

Planning Commission OPTION 3 – Increase the minimum area standard for private recreation space from 24 to 32 square feet.

3. Maintenance of recreation space shall be the responsibility of the owner or other separate entity (such as a homeowners association) capable of long-term maintenance and operation in a manner acceptable to the Director.

19.17.013 Residential Recreation Space

1. Except when fees-in-lieu of commonly owned recreation space are provided pursuant to this section, residential developments shall provide recreation space as follows:

A. Residential subdivision developed at a density of eight units or less per acre – 390 square feet per unit; and

B. Mobile home park – 260 square feet per unit.

2. Any recreation space located outdoors shall:

A. Be of a grade and surface suitable for recreation;

B. Be on the site of the proposed development;

C. Contain at least 5,000 square feet in area; provided, that when more than one recreation space is proposed, only one of the proposed recreation spaces is required to meet the area requirement;

D. Have no dimensions less than 30 feet (except trail segments);

E. In single detached or townhouse subdivision development, have a street roadway or parking area frontage along 10 to 50 percent of the recreation space perimeter (except trail segments);

F. Be centrally located and accessible and convenient to all residents within the development; and

G. Be connected by trail or walkway to any existing or planned community park, public open space or trail system, which may be located on adjoining property.

3. Indoor recreation areas may be credited towards the total recreation space requirement when the city determines that such areas are located, designed and improved in a manner which provides recreational opportunities functionally equivalent to those recreational opportunities available outdoors. [Ord. 269 § 4, 1999; Ord. 252 § 3, 1999; Ord. 28 § 1(374), 1993]

4. All single detached subdivisions shall provide tot/children play areas within the recreation space on-site, except when facilities are available within one-fourth mile that are developed as public parks or playgrounds and are accessible without the crossing of arterial streets.

5. If any play apparatus is provided in the play area, the apparatus shall meet Consumer Product Safety Standards for equipment, soft surfacing and spacing, and shall be located in an area that is:

A. At least 400 square feet in size with no dimension less than 20 feet; and

B. Adjacent to main pedestrian paths or near building entrances. [Ord. 28 § 1(375), 1993]

6. Unless the recreation space is dedicated to the city of Burien pursuant to subsection 7, maintenance of any recreation space retained in private ownership shall be the responsibility of the owner or other separate entity capable of long-term maintenance and operation in a manner acceptable to the city of Burien.

7. The city of Burien may accept dedication of required recreation space as a public park when the following criteria are met:

A. The dedicated area is at least 20 acres in size, except when adjacent to an existing or planned park; and

B. The dedicated land provides one or more of the following:

- i. Shoreline access,
- ii. Regional trail linkages,
- iii. Habitat linkages,
- iv. Recreation facilities, or
- v. Heritage sites. [Ord. 28 § 1(376), 1993]

8. If on-site recreation space is not provided, the applicant shall pay a fee in lieu of actual recreation space. [Ord. 28 § 1(377), 1993]

The city of Burien acceptance of this payment is discretionary and may be permitted if:

- A. The proposed on-site recreation space does not meet the criteria of BMC [19.17.013.2](#); or
- B. The recreation space provided within a park in the vicinity will be of greater benefit to the prospective residents of the development. [Ord. 28 § 1(378), 1993]

9. Fees provided in lieu of on-site recreation space shall be determined annually by the city of Burien on the basis of the typical market value of the recreation space prior to development.

10. Any recreational space provided by the applicant shall be credited towards the land area upon which the required fees are calculated. [Ord. 28 § 1(379), 1993]

11. The fee in lieu of recreation space shall be:

- A. Paid to the city of Burien at the time of:
 - i. Subdivision or short subdivision recording of single detached and townhouse developments, or
 - ii. Prior to issuance of building permits for all other residential or *mixed use* development;
- B. Used by the city of Burien for the acquisition and improvement of parks or public recreational facilities to serve the development; and
- C. Expended through council capital budget and program appropriations. [Ord. 545 § 1, 2010, Ord. 28 § 1(380), 1993]

NEW DEFINITION

BMC 19.10.059 Common recreation space - Recreation space within a development or building that is accessible to and available for common use by all residents or groups of residents and their invitees. Examples of common recreation space include but are not limited to the following: courtyards, children's play areas, exercise rooms, gardens, lounges, hospitality rooms and media rooms.

Private and Common Recreation Space Comparison

Please note this is a high level comparison for the sole purpose to have some reference point on what other jurisdictions are requiring for private and common recreation spaces in zones similar to our Downtown Commercial zone.

Redmond

Common Recreation Space - 100 square feet per each unit (Maximum 20% of the total area of the site).

Projects with 21 or more units shall provide at least one on-site amenity such as: a recreation room of 300 or more square feet, furnished with recreational facilities; a swimming pool; or other recreational amenities such as playground equipment. The facilities shall be appropriate for the target housing market segment, as judged through site plan review.

Private Open Space – Patio

Min. width and depth 8 feet.
Min. area 80 square feet.

Balcony¹

Min. width and depth 5 feet.
Min. area 50 square feet.

¹ Balconies may be reduced to 12 square feet in area for up to 50 percent of the units when double doors are provided to the balcony.

Redmond has a fee in lieu option. It is limited to a maximum of 50% of the units shall have private open spaces.

Source: Redmond Municipal Code, 20C.40.60 Residential Usable Open Space.

Renton

Common Recreation Space:

All mixed use residential and attached housing developments of ten (10) or more dwelling units shall provide common open space and/or recreation areas.

50 square feet per unit.

Private Recreation Space:

Not mentioned for Center, Downtown or Urban Center zones. It may be a building feature that satisfies a related design standard?

Traditional multi-family zones require 150 square feet per unit.

Source: Renton Municipal Code, 4-3-100 URBAN DESIGN REGULATIONS:

Des Moines

Common Recreation Space:

200 square feet per unit, no more than 50% can be located indoors.

Private Open Space:

60 square feet per unit with a minimum width of 6 feet, however, (mixed use buildings are exempt from this standard).

Source: Des Moines Municipal Code, 18.45.020 Minimum area required. And 18.27.030 Environmental performance standards, use restrictions, and general limitations.

Kirkland

Common Recreation Space:

200 square feet per unit may be reduced to 150 square feet.

Private Open Space:

Not mentioned, there may be related design standards?

Source: Kirkland Municipal Code, 115.23 Common Recreational Space Requirements for Certain Residential Uses

Shoreline

Common Recreation Space:

Minimum 170 square feet per three or more bedrooms unit;
Minimum 130 square feet per two bedrooms unit; and
Minimum 100 square feet per studio or one bedroom unit.

Private Open Space:

Exception 20.50.160(A)(2): Private yards, patios, balconies or roof decks may be credited towards the total recreation space requirement, when the City determines that such areas are located, designed and improved in a manner which provides suitable recreational opportunities.

Patios - min. area of 100 square, min. dimension of 10 feet.

Balconies and roof decks - min. area of 50 square, min. dimension of six feet.

Source: Shoreline Municipal Code, 20.50.160 Open space – Standards. And 20.50.240 Site design, G. Multifamily Open Space.

**CITY OF BURIEN, WASHINGTON
MEMORANDUM**

DATE: September 10, 2013
TO: City Council
FROM: Dan Trimble, Economic Development Manager
SUBJECT: Feasibility of Market Rate Multi-family Developments

Cities, Counties, and other government jurisdictions often use legislation and process to review, encourage, or regulate various elements of multi-family housing developments in order to help them achieve various below market affordability standards. In more rare instances, jurisdictions may be involved in determining, considering, or encouraging the feasibility of market rate multi-family housing developments. In the case of encouraging market rate multi-family housing developments, the objective is to remove barriers that may prevent the developer from achieving a *higher, not lower, effective rent* and to maximize the developments' competitiveness with other market rate developments that are providing similar rental choices.

The City is currently anticipating a market rate multi-family development in the downtown area as part of the Burien Town Square development. This development would set a new standard for the multi-family rental market and help define the market for this emerging category of development in Burien. In that sense, this is very much a pioneering project. In order to ensure that this pioneering development, the Burien Town Square development, and other downtown developments are as successful as possible, it is important to maximize the feasibility and competitiveness of each development. This can be done by reducing costs that do not contribute to its success, while at the same time maintaining a desired minimum standard of design features associated with higher quality developments.

The measures of success for a market rate multi-family development are the lease-up rate it achieves within a certain timeframe after its launch and the effective rent that is established at the end of that time frame. Among the driving factors that contribute to the success of pioneering or established developments is providing the appropriate amenity mix and product type for the segment of the renter market that the developer is targeting. However, jurisdictions often have requirements or prescriptive regulations that intentionally, or unintentionally, impact the decisions of developers who are considering multi-family developments, sometimes to the point of making them unfeasible even when there is demand within a particular market segment.

One such impediment came to our attention during our discussions with various developers and consultants about the next phase of the Burien Town Square development. The concern raised was about the requirements for private recreation space and, more specifically, the number of

and minimum size requirements for decks and patios. Staff has consistently heard feedback from development professionals that the market demand of market rate renters has shifted, so that there is not significant demand for the amount and size of the private recreation space we are requiring through our code.

The customer preferences have shifted in two areas. The first is that target renters are more interested in social space within the development as opposed to personal or private space. The second is that target renters prefer to spend a greater portion of their free time socializing and patronizing businesses with social focal points, like coffee shops and restaurants, and spend a lesser portion of their free time within the actual apartment living space. From that perspective, Downtown Burien is an attractive location for this desirable market segment.

Because of this market shift, our current regulations on private recreation space and deck size require these amenities at a scale that the market no longer values. If customers collectively as a market segment are not demanding an amenity which our code requires and effectively prescribes, then it does not contribute to the market rate developments' ability to provide the right mix of amenities. In other words, if the market doesn't value it, the market won't pay for it.

It is very important for the feasibility and the eventual success of any market rate multi-family development to have enough flexibility to provide the right mix of amenities in order to compete with other market rate developments. In order to be attractive to future developers and investors, it is even more important for a pioneering development in an undeveloped market, such as the market rate development anticipated for Phase II of Burien Town Square, to have this flexibility and be deemed a success.

Therefore, in my opinion, adoption of either the standards reflected in the Zoning Code Amendment recommended by the Planning Commission, or the alternative incentive based standards would improve the feasibility of market rate housing developments in the downtown zone while maintaining and not eliminating the design benefits of these amenities to the community. This, in turn, would make our Town Square development more competitive with other existing and future market rate developments in other communities.

City of Burien

BURIEN PLANNING COMMISSION
July 24, 2013
7:00 p.m.
Multipurpose Room/Council Chambers
MINUTES

To hear the Planning Commission'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
- Order a DVD of the meeting from the City Clerk, (206) 241-4647

CALL TO ORDER

Chair Jim Clingan called the July 24, 2013, meeting of the Burien Planning Commission to order at 7 p.m.

ROLL CALL

Present: Jim Clingan, Greg Duff, Ray Helms, Butch Henderson, Joey Martinez, Brooks Stanfield and Nancy Tosta

Absent: None

Administrative staff present: David Johanson, senior planner; Chip Davis, Community Development director

AGENDA CONFIRMATION

Direction/Action

Motion was made by Commissioner Standfield, seconded by Commissioner Martinez, to approve the agenda for the July 24, 2013, meeting. Motion passed 7-0.

PUBLIC COMMENT

None.

APPROVAL OF MINUTES

Direction/Action

Motion was made by Commissioner Tosta, seconded by Commissioner Duff, and passed 7-0 to approve the minutes of the March 27, 2013, meeting.

NEW BUSINESS

a. Presentation Regarding Transit Corridor Redevelopment Gap Analysis Report

David Johanson provided background about a state grant-funded study focused on multi-family infill in Burien along three transit corridors – Ambaum, Boulevard Park and downtown. The study looked at how the City can accommodate projected growth in the future and found that Burien has areas along these corridors where the properties are underutilized and there is opportunities for redevelopment. The consulting firm Heartland assisted staff in preparing the study, which looked at, among other things, barriers to redevelopment and the financial aspects that developers look at when considering redevelopment. He then introduced Chris Fiori and Ian Loveless of Heartland, who presented the

methodology and results of the study to the commissioners. Following the Heartland presentation, the commissioners asked a number of questions relating to the study.

Direction/Action

The study will be used as a resource in future discussions about the Comprehensive Plan housing element.

b. Zoning Code Amendments – Downtown Commercial Zone Multi-Family Recreation Space Requirements

David Johanson introduced the topic of a potential zoning code change related to decks and patios as private recreation space for multi-family developments in the Downtown Commercial zone. He described the pros and cons of decks and patios, and what is currently required in the code and what is proposed. Following his presentation, the commissioners asked questions and discussed the proposed change.

Direction/Action

The commission will conduct a public hearing on the proposed zoning change at its August 14th meeting.

OLD BUSINESS

None.

ELECTION OF CHAIR AND VICE CHAIR

Commissioner Duff nominated Jim Clingan as chair of the commission for the 2013-14 year; Commissioner Helms seconded the motion. Motion carried 7-0. Commissioner Duff nominated Nancy Tosta as vice chair; Commissioner Helms seconded the motion. Motion carried 7-0.

PLANNING COMMISSION COMMUNICATIONS

Commissioner Tosta read an e-mail she and other commissioners received from the Washington Chapter of the American Planning Association asking for the donation of a gift basket representing Burien to be auctioned at the state conference this fall to benefit the Washington APA student scholarship fund. She asked if the other planning commissioners would like to join her in pulling together a gift basket to contribute.

Commissioner Tosta said she will not be attending the August 27th(28th) meeting.

DIRECTOR'S REPORT

Chip Davis reported on the Neighbors of Seahurst Park appeal regarding the Westmark/Emerald Point project.

He also reported that staff has completed expedited review on three major projects: Highline School District Health Sciences Building, Southwest Suburban Sewer District Administrative and Maintenance Facility, and the Navos/Ruth Dykeman Wellness Center Master Plan.

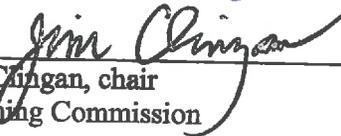
Finally, he reported that Brandi Eyerly has been hired as a planner and former assistant planner Liz Olmstead has been promoted to planner.

ADJOURNMENT

Direction/Action

Commissioner Duff moved for adjournment. Motion carried 7-0. The meeting was adjourned at 8:45 p.m.

APPROVED: August 14, 2013



Jim Clingan, chair
Planting Commission

City of Burien

BURIEN PLANNING COMMISSION
August 14, 2013
7:00 p.m.
Multipurpose Room/Council Chambers
MINUTES

To hear the Planning Commission'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
- Order a DVD of the meeting from the City Clerk, (206) 241-4647

CALL TO ORDER

Chair Jim Clingan called the August 14, 2013, meeting of the Burien Planning Commission to order at 7 p.m.

ROLL CALL

Present: Jim Clingan, Ray Helms, Butch Henderson, Joey Martinez and Nancy Tosta

Absent: Greg Duff and Brooks Stanfield

Administrative staff present: David Johanson, senior planner; Chip Davis, Community Development director

AGENDA CONFIRMATION

Direction/Action

Motion was made by Commissioner Tosta, seconded by Commissioner Martinez, to approve the agenda for the August 14, 2013, meeting. Motion passed 5-0.

PUBLIC COMMENT

None.

APPROVAL OF MINUTES

Direction/Action

Motion was made by Commissioner Tosta, seconded by Commissioner Martinez, and passed 5-0 to approve the minutes of the July 24, 2013, meeting.

PUBLIC HEARING

Zoning Code Amendments – Downtown Commercial Zone Multi-Family Recreation Space Requirements

Chair Clingan opened the hearing at 7:03 p.m. David Johanson gave a brief introduction on the proposed zoning code amendments and illustrated with portions of the zoning and comprehensive plan maps the areas that would be affected by the proposed changes.

The following people spoke against the proposed changes:

Chestine Edgar, 1811 SW 152nd St.

Linda Plein, 1600 SW 156th St.

Tanya Engeset, 1449 SW 152nd St.

Chuck Rangel, 15226 9th Ave SW

Robbie Howell, 15240 20th Ave SW

The following people spoke in favor of the proposed changes:

Kerry Nicholson, 2122 Alki Ave SW, #250, Seattle, representing Legacy Partners

Andrea Reay, 18427 2nd Ave S.

Maggie Larrick, 15007 24th Ave SW

Mr. Nicholson encouraged the commissioners to visit a Legacy project in West Seattle, Youngstown Flats, at 26th Avenue Southwest and Southwest Dakota. In response to a question by Commissioner Henderson, he noted that the size of the Burien units would be in the mid-700 sq. ft. on average, and the rents would be approximately \$1.85 per square foot.

In response to an earlier request by Commissioner Tosta, Mr. Johanson presented a summary of what five other cities have in their zoning codes regarding multi-family recreation space.

The commissioners asked for visual aids to help them and the public understand what's being proposed.

The commissioners decided they would like to work toward a compromise between what's currently required and what is being proposed while retaining the community's vision and value for downtown Burien.

Chair Clingan closed the hearing at 8:29 p.m.

NEW BUSINESS

None.

OLD BUSINESS

a. Discussion and possible recommendation – Zoning Code Amendments – Downtown Commercial Zone Mutli-family Recreation Space Requirements

Staff agreed to present several options to the commissioners at their next meeting for discussion and possible recommendation.

PLANNING COMMISSION COMMUNICATIONS

Commissioner Tosta said she will not be at the August 28th Planning Commission meeting. She also said she would like to drop the idea of asking local vendors for items for a gift basket to take to the Washington Chapter American Planning Association conference in October.

DIRECTOR'S REPORT

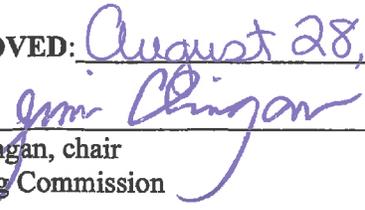
Chip Davis informed the commissioners about a free training opportunity for them; an overview of the Open Public Meetings Act will be presented on Tuesday, Oct. 1, 7-9 p.m., at the Normandy Park City Council chamber. The details will be provided to the commissioners.

ADJOURNMENT

Direction/Action

Commissioner Martinez moved for adjournment. Motion carried 5-0. The meeting was adjourned at 8:34 p.m.

APPROVED: August 28, 2013



Jim Clingan, chair
Planning Commission

City of Burien

BURIEN PLANNING COMMISSION

August 28, 2013

7:00 p.m.

Multipurpose Room/Council Chambers

MINUTES

To hear the Planning Commission'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
- Order a DVD of the meeting from the City Clerk, (206) 241-4647

CALL TO ORDER

Chair Jim Clingan called the August 28, 2013, meeting of the Burien Planning Commission to order at 7 p.m.

ROLL CALL

Present: Jim Clingan, Greg Duff, Ray Helms, Butch Henderson and Brooks Stanfield

Absent: Joey Martinez and Nancy Tosta

Administrative staff present: David Johanson, senior planner; Chip Davis, Community Development director

AGENDA CONFIRMATION

Direction/Action

Motion was made by Commissioner Duff, seconded by Commissioner Henderson, to approve the agenda for the August 28, 2013, meeting. Motion passed 5-0.

PUBLIC COMMENT

Robbie Howell, 15240 20th Ave SW: A letter regarding the Transit Corridor Redevelopment Gap Analysis was submitted on her behalf for distribution to the Planning Commission and the City Council.

Chestine Edgar, 1811 SW 152nd St., said the written/electronic comments submitted during the previous meeting's public hearing need to be noted in the minutes. She also said the proposed amendments are confusing to her because they are expressed in percentages instead of square footages.

She said she toured Legacy's Youngstown Flats project in West Seattle that morning and it appeared to her to be built for singles or unmarried couples and there is no recreational space for children. She said the common recreation space on the building's roof is unusable for any recreation other than sitting and talking; it would be too dangerous for children to use. She said the photos in the August 28th Planning Commission packet must have come from the City of Burien because they did not reflect the Youngstown site. She said the Youngstown site has no open space at ground level, therefore there is no outdoor open space for children at all and only the roof for adults. She said the balconies are uncovered and are unusable in bad weather and the Juliet balconies are so narrow there is no room to do anything except open the sliding door. She said her observation is that what she has seen at Youngstown is "sorely inadequate" in terms of recreation space and it looks like most of the recreation is expected to go offsite to Delridge Park a few blocks away. She said Burien doesn't have that kind of nearby recreation space to offset the lack of onsite recreation, other than Town Square Park, which is not a recreation space for children or even adults

picnicking. She said Youngstown has 195 units, which tells her there will be at least 300+ people living there, and there is no way Town Square Park can accommodate that number of people. She noted that the other options are to walk over to the small Dotty Harper Park or to the former Community Center property, which is not developed as a park. She said if this kind of development is being considered at Town Square, additional recreation facilities will need to be provided to offset the lack onsite.

Ms. Edgar said she also noted that Youngstown has underground parking but all off the offsite street parking was filled at the time she was there, between 10 and 11 a.m., and Burien does not have that available for apartment dwellers.

She summarized that the recreation space being proposed is inadequate for Town Square and the kind of residents who typically occupy it; she encouraged the commissioners, if they insist on voting on the proposed amendments, to make it a one-time exception and to look at what it really looks like when people try to live in it.

Robert Richmond, 17431 Ambaum Blvd S, who said he was speaking from the perspective as a real estate agent, asked how many new storefronts are being planned and left to the real estate agents to try and fill. He said he expected not many, because commercial space is not where developers make their money and so they are willing to let the storefronts sit open for years. He said they make their money on residential space. Then he asked who is going to occupy the residential side.

He said Burien has enough empty commercial store fronts and asked who is going to occupy them. He pointed out the vacant storefronts around Bartells and noted that they have been vacant for about two years. He asked how long the developer plans on having vacant storefronts and whether the developer can absorb the vacancies financially speaking or will they be thinking "if you build it they will come." He said he guessed that no one will come.

Mr. Richmond said that, speaking from his real estate background, it is not feasible to put up more commercial space. He suggested the developers go to 160th and Ambaum, where there are two acres to work with; or to 138th and First Avenue where there is an acre and a half. He requested that they not keep commercial land undervalued and instead move their project to a different area that might not pencil out for them but to move out of the downtown.

Debi Wagner, 1520 SW 158th St., said she has a number of concerns about the downzoning of this area and the type of development that's going in. She said some people believe this will lead to subsidized housing.

She said she believes that the developer's expectation that the project will draw people willing to pay higher rents is premature because she believes there isn't much to attract people to live in downtown Burien, unlike The Landing in Renton that has great restaurants, park space and a multiplex theater. She said putting subsidized housing next to the Town Square condos is going to create problems for both projects of both not having recreational space and both not using Burien for entertainment or recreation.

Ms. Wagner added that the City won't get anything out of it because of the temporary tax exemption, so if it is subsidized housing the only thing the City will get is franchise fees for Comcast and other service. Those fees, she said, won't help keep the area neat and tidy and you don't want problems in the middle of the city giving the area a black eye. She said the project needs to be very high quality apartments to meet the vision for Burien and to maintain the quality that all Burien citizens expect in Town Square. She asked the commissioners not to downzone.

APPROVAL OF MINUTES

Direction/Action

Motion was made by Commissioner Duff, seconded by Commissioner Stanfield, and passed 5-0 to approve the minutes of the August 14, 2013, meeting.

NEW BUSINESS

None.

OLD BUSINESS

a. Discussion and possible recommendation – Zoning Code Amendments – Downtown Commercial Zone Mutli-family Recreation Space Requirements

David Johanson reviewed the proposed changes to the private and public recreation space requirements for multi-family housing in the Downtown Commercial zone. He compared the current requirements to the originally proposed amendments and to the changes made to create an alternative proposed amendment as requested by the commission following the public hearing on August 14th.

The commissioners discussed at length how the numbers were arrived at and whether the target market, young professionals, even want or would use large decks on their apartments; the feeling was expressed that decks are not as much of a priority to the younger generation as high-end finishes in the interior of the apartments.

Chair Clingan said he, too, visited the Youngstown Flats. In response to comments by Burien residents made during the public comment portion of the agenda, he said he specifically asked how many parking spaces were allotted per unit at Youngstown and was told there are two spaces per unit. He said he also asked if Burien's project is going to be a mixed use building and was told maybe a couple thousand square feet would be for commercial uses.

Mr. Clingan noted that the commission is not being asked to downzone the Downtown Commercial area; the proposed amendments address a couple of building requirements in the zoning code. He reminded his fellow commissioners that they are not being asked to design the proposed apartment building but to provide builders the ability to invest their money in Burien and build good projects. The estimated rent of \$1.85 per square foot quoted by Legacy's representatives puts the rents in the \$1,400 - \$1,600 range or higher, which he said indicates to him that they will be high quality units. He encouraged the commissioners that haven't toured Youngstown Flats to do so.

Direction/Action

Motion was made by Commissioner Duff to adopt the 10 percent gross floor area of residential, 24 square feet for private space, 30 percent of units must have private space, 51 percent of remaining units shall have alternative private space, and eliminate the fee-in-lieu, which is what was proposed at the August 14th Planning Commission meeting. Commissioner Henderson seconded the motion. Motion carried 3-1-1, with Commissioners Clingan, Duff and Henderson voting in favor, Commissioner Helms opposed, and Commissioner Stanfield abstaining.

PLANNING COMMISSION COMMUNICATIONS

Commissioner Helms asked if it would be possible to look at the nuisance ordinance to address trash and clutter on balconies and decks. Mr. Johanson said staff will pass Commissioner Helms' comments on and see if the Council wishes to add it to the work program.

DIRECTOR'S REPORT

Chip Davis advised the commissioners of two training opportunities coming up on the same day. The first, A Short Course on Local Planning, is being offered from 1 - 4 p.m. Tuesday, October 1, free to the commissioners as part of the Washington Chapter American Planning Association conference. The second opportunity, an overview of the Open Public Meetings Act and how it pertains to boards, commissions and committees, is being offered that evening from 7 - 9 p.m. in the Normandy Park City Council Chamber, free to the commissioners as part of the City's insurance coverage.

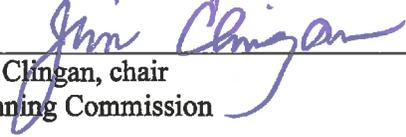
Mr. Davis also informed the commissioners that the City Council has adopted interim zoning regulations for recreational marijuana, and the commissioners will be conducting a required public hearing next month as part of the public involvement phase of developing permanent regulations.

ADJOURNMENT

Direction/Action

Commissioner Stanfield moved for adjournment. Motion carried 5-0. The meeting was adjourned at 8:29 p.m.

APPROVED: September 11, 2013



Jim Clingan, chair
Planning Commission

Summary of public comment/testimony received on proposed Zoning Code amendments relating to multi-family recreation requirements in the Downtown Commercial zone

Testimony given at Aug. 14, 2013, public hearing

Chestine Edgar, 1811 SW 152nd St. (verbal testimony with written copy of comments submitted)

Mrs. Edgar said Burien incorporated to stop the development of low-value apartments, which lacked recreation space. The children of the current residents of those buildings have to play in back streets, alleys, on the sidewalks or crammed into tiny parks like Joseph Ambaum Park. Now, she says, the Planning staff and Heartland are proposing to restore that low building standard for apartments. She asked that the Planning Commissioners vote against the proposed amendments.

She said that if Legacy could not afford to build to the current standard, it should not have purchased the Town Square lots. She said Burien residents were promised something on par with the units at The Landing in Renton, but that is not what Legacy wants to build. She is opposed to Legacy using Town Square Park as part of its required common recreation space.

Finally, she said the Heartland report promotes giving apartment developers tax breaks at great cost to Burien citizens. She said the City has a structural budget deficit and can't afford to give tax breaks. Mrs. Edgar called the Heartland report "flawed and incomplete" and said it ignores the wishes of the citizens.

Linda Plein, 1600 SW 156th St (verbal testimony with written copy of comments submitted)

Ms. Plein said that one of the main reasons Burien incorporated was to prevent development of any more low-quality apartments but the changes proposed by the Planning Department promote the development of such apartments. She said Burien has more than its fair share of low value/low income apartments and does not want any more. She also quoted a line about parks and open spaces from the Burien Vision and said reducing the requirements for recreation space does not fulfill the vision. She said the Town Square condos and their quality recreation center attract people with money to inject into the Burien economy.

Ms. Plein said most of the city staff do not live in Burien but are making this proposal devaluing future apartments; the residents will have to live with the consequences even though they are not in favor of the proposed changes. She said she believed staff is ignoring the wishes of the citizens, who want high quality development in Burien. Having low-quality apartments next to the condos will cheapen the existing units, she said. She also said staff seems to think the wishes of the developer are more important than the wishes of the citizens who pay their salaries.

She concluded by saying that she is opposed to any changes in the zoning that do not require the same standards or higher for any future developments.

Kerry Nicholson, Legacy Partners (verbal testimony only)

Mr. Nicholson began by explaining his background as a former commercial lender with Bank of America and Wells Fargo before joining Legacy Partners 15 years ago. He said he was testifying on the proposal in general, because it covers a larger area than just the project Legacy is interested in developing, and stated for the record that Legacy is interested in developing a project in Town Square specifically.

He said Legacy recently completed a project in West Seattle called Youngstown Flats and invited the commissioners to tour it to see the type of construction being proposed for Town Square. He said to attract capital Legacy must design a project that appeals to the demographic that rents and build the quality that will get the amount of rent that will provide an attractive return on investment for the institutional investors. He said even in Redmond or on Mercer Island it is difficult to get rents that work because construction costs are so high; in Burien, where there are not newly constructed comparable properties, it is uncertain if the comparable rents are in West Seattle or Renton or other nearby locations. He said the costs remain the same no matter where a project is built; the challenge is in determining the amount of rent the market will bear.

Mr. Nicholson pointed out some trends that apply, including a trend toward higher quality, such as granite or manmade quartz surfaces in the units. He said another is that the majority of people who rent are in their 20s and 30s and that group now values communal recreation spaces, such as a barbecue area, a dog run, and other areas; the tradeoff is smaller units. He said he thought people will be pleased by how the Town Square apartments will turn out. He said most of Legacy's projects have a good number of balconies, but they've made them smaller because tenants weren't using them much. He said decks are very expensive and sometimes they make the difference in whether or not the financing will work. He concluded by saying he thinks the proposal will result in an outcome that will please people.

Andrea Reay, 18427 2nd Ave S (verbal testimony only)

Ms. Reay said she is in favor of the proposed amendments. She said the idea that changing the zoning to allow Legacy to move forward would result in low-end apartments is misguided. She said Legacy has a record of building high-end projects and the lack of private recreation space in no way indicates that there will be a lower quality development.

Ms. Reay said she believes it is most important to keep sight of the big picture, the question of whether the City is encouraging economic development and supporting the downtown core so there isn't another failed project like the Town Square condominium/retail project. She said a great deal of the failure of that project was in timing, but now Burien is poised to have a very successful first phase project with Legacy. She said the second phase would be to build something that would attract people to Burien and that's an important part of economic development for the city. She encouraged the commissioners to support the proposed amendments.

Tanya Engeset, 1449 SW 152nd St. (verbal testimony with written copy of comments submitted)

Ms. Engeset asked if the GMA directed or demanded the Transit Gap Analysis and who benefits from the incentives. She said it seems like the City is trying to appease the developers and asked if the tax exemption will add to citizens' taxes. She said everyone deserves private outdoor space and every child deserves room to play, so she is opposed to the proposed changes. She said she was interested to hear that condos are more difficult to finance than apartments and said that again it seems the staff is helping developers. She asked that if the intention is to have mixed sizes of apartments, will that create a caste system?

Ms. Engeset asked if grants come with strings attached. She suggested the whole picture should be presented. She said the City should stop the grants and stop the studies; people who don't live in Burien shouldn't be telling Burien residents how to live their lives. She said Burien doesn't need to be like every other city and asked what happened to individuality, independence, freedom and keeping Burien's hometown atmosphere.

Chuck Rangel, 15226 9th Ave SW (verbal testimony only)

Mr. Rangel said he is worried by two things Mr. Johanson said in his presentation. He said he was stunned to hear Mr. Johanson say that the report said the recommended changes would have a moderate effect on what Burien wants to do, but a few sentences later he said that the report supports the proposal before the commissioners. Mr. Rangel questioned how something termed "moderate" indicates support for something.

Mr. Rangel said he also disagrees with the premise that "eyes on the street" reduce crime and said that recently the "eyes on the street" in a Metro bus did not prevent the bus driver from getting shot. He said if Legacy is allowed to build a lesser product to make more money, they'll do that, which is what businesses do to maximize profit. But, he said, if Legacy is required by the City to build higher end buildings, they will be safer because there won't be the security problems. He said local business people have told him their biggest worry is the kids who commit petty theft from their businesses. The "eyes on the street" in the library/city hall aren't stopping any crimes, he said. He said he is definitely opposed to lowering the zoning in this area.

Robbie Howell, 15240 20th Ave SW (verbal testimony with written copy of comments submitted)

Mrs. Howell asked why it is necessary to cheapen the focal point of downtown Burien when there are other places better suited for low-cost residential projects. She said lowering the standards for developers is irreversible. She asked what the multi-family developments in Town Square would look like if all the potential redevelopment incentives listed in the Transit Corridor Redevelopment Gap Analysis were implemented.

She asked the commissioners to image how Town Square would look in 10 years with minimal multi-family housing surrounding the transit center as a result of the commissioners not thoughtfully advising the city. She asked whether Town Square would

ever have quality construction again if the standards are lowered for the Legacy apartment project.

Mrs. Howell suggested that the City negotiate further with Legacy to ensure the apartments are built to the high quality of construction that was originally proposed. She reminded the commissioners that the lower the quality of construction, the lower the rents, and low rents bring in Section 8 housing. She asked if that's what the commissioners intend for Town Square.

She submitted a number of photographs of multi-family buildings to illustrate her points.

Maggie Larrick, 15007 24th Ave SW (verbal testimony only)

Ms. Larrick said she lived in apartments for more than 20 years, as did most of her friends, who had good incomes. She said they waited for home ownership until they had two incomes, but they could still afford very nice apartments. She noted that living in an apartment does not mean you are irresponsible or that you are not engaged in your community; in fact, in a number of Puget Sound-area communities the apartment dwellers are as engaged as the homeowners. She cited Queen Anne is an example of that.

Ms. Larrick said if Burien is not going to develop the downtown it will continue to have the "black hole" that now exists and affects Burien's economy. She said something needs to be done to attract new businesses and retain existing businesses that are leaving because of Town Square. She said Town Square did not work because of the economy and what happened as a result.

She noted that her observation as a reporter and editor covering land use is that banks are not financing condos at this time. She said that leaves Burien with a very difficult to develop parcel. She said a real estate agent she knows told her that she learned in professional training that it is high-end apartment developments that are selling right now.

Ms. Larrick said Burien's downtown has been dead for quite a while and building high-end multifamily apartments is the thing to do to intensify residential growth, and meet GMA requirements, in the present economic conditions. She said high-end apartments will attract people who will spend money the same as the condo owners, or even more so since they won't have the same obligations that condo owners have. She said those new residents will support businesses, and hopefully fund arts and culture in the downtown, which will encourage more people to move to downtown, spending money and opening businesses.

Chestine Edgar (added to verbal testimony)

Ms. Edgar said just putting more people in Town Square or downtown is not going to improve the economy. She said that looking at 154th, 155th and 156th shows that having people with very low incomes has not helped Burien's economy at all; Burien has enough of that. She said what Burien needs is higher-end apartments rented to people with discretionary income to spend in Burien. She said there is a requirement that when rents are at a certain low level Section 8 housing must be offered, and she said she believes the Legacy project will have Section 8 housing in it.

Written testimony received for Aug. 14, 2013, public hearing

R. DeLorm, 13254 2nd Ave SW

Mr. DeLorm is opposed to the proposed zoning changes. He said they will benefit only apartment developers and not the citizens of Burien or the City's budget deficit. He said the proposed changes will give tax breaks and fees breaks to build low-quality apartments. Mr. DeLorm said low quality apartments attract low income renters and people who qualify for Section 8 housing, bringing huge human services needs that Burien can't address. He said the cost of providing tax and fee breaks will fall to residential property owners such as him. He concluded by saying Burien needs high quality residential development to attract people with enough money to spend in the city and help reduce the budget shortfall.

John and Linda Poitras

They oppose the rezoning of Town Square to allow lower quality apartments with reduced open and recreational space requirements. They said it will be a campaign issue in November and that anyone voting for the proposed amendments will be identified "as a tool of special interests instead of the residents of Burien." They said it is not what the majority of Burien residents want for Town Square.

Winona Deyman

Mrs. Deyman said that Legacy knew when it bought the Town Square lots that it was to build higher quality apartments that were compatible with the Town Square condos, but now it is requesting permission to build lower quality apartments than promised. She said the amount of recreation space, common space, balconies and building amenities are what make apartments higher quality. If the proposed zoning code changes are allowed Legacy will be getting permission to built low-quality apartments in Town Square. She said she is opposed to that.

Mrs. Deyman said that letting Legacy and other apartment developers use Burien parks as a tradeoff for not providing recreation space with their buildings is allowing them to mooch without contributing to park development and maintenance. She scolded the Planning Department for considering the idea. She noted that Burien incorporated to prevent the further development of low quality apartments. She said Burien has the largest amount of low-income and Section 8 housing residents in South King County and does not need any more of them.

She said she expects any apartments built in Town Square to be higher quality, like those being built along the Redmond Transit Corridor. She repeated that she is opposed to the proposed amendments.

Debi Wagner

Ms. Wagner said staff statements that the proposed amendments provide for public safety, health and welfare are unfounded. She said reducing recreation space does not contribute to the tenants' physical and mental health and only contributes to the developer's potential profits. She said Town Square Park is not adequate to hold the volume of people who would use it as their recreation space because of reduced recreation space at their apartments.

She said Legacy purchased the Town Square properties knowing the requirements for development, but now they want another concession from Burien citizens to build low-value apartments. She said Legacy is asking the citizens to further subsidize its project by demanding to use Burien parks in lieu of providing on-site recreation.

Ms. Wagner said just adding people to Town Square will not bring prosperity; it also can bring poverty and additional strains on human service needs, fire, police, schools and food banks.

She said Legacy's proposal does not fit Burien's vision of permanent, middle- to high-value housing in Town Square. She concluded by stating she is opposed to the proposed changes to the zoning code.

Received at August 28, 2013, meeting

Commissioner Nancy Tosta (absent from meeting)

Transmitted a memo to staff and her fellow commissioners outlining six points --

She said she is in favor of changing the current multi-family recreational space requirements while recognizing the diversity of Burien's population and needs for living space in Burien.

She said she supports removing obstacles to developing Town Square, but it must be done right because the community has to live with the results.

She said based on her calculations, the proposal reduces common recreation space to less than one-third of what is now required and private space to less than one-half. She said it is significantly less than what's required by other jurisdictions. She said the common space reduction seems out of line with what Legacy describes as the potential demand.

Ms. Tosta said looking at the Youngstown Flats, there are many areas considered common recreation space including a gym, roof-top deck, p-patch, dog run and lobby. She asked if the proposed Burien zoning code amendments would support that amount of common space; if it would, she would support the changes. If not, she'd like to see code amendments that are comparable to those in other cities. She suggested a requirement of 150 sq.ft. of common/private space per unit.

She suggested setting a minimum requirement between 9 and 12 sq. ft. for the private space that does not fall under the 32 sq. ft. requirement.

Her final point was suggested edits to the proposed amendments.

Robbie Howell, 15240 20th Ave SW

A letter regarding the Transit Corridor Redevelopment Gap Analysis was submitted on her behalf for distribution to the Planning Commission and the City Council.

Mrs. Howell said that according to the Transit Corridor Redevelopment Gap Analysis presented to the Planning Commission by staff, the City plans to have the Planning Commission “rubber stamp” zoning code amendments for the Downtown Commercial zone. She said if the commissioners downgrade the zoning code without looking at what minimal multi-family apartments will look like and what type of renters will occupy them, the result will be government-subsidized housing with the transit center as the focal point of Town Square. She said it appears, according to the report, that a reduction in private and common recreation space is just the first step of what city staff has planned for Burien’s citizens.

She listed questions about the recommendations listed at the end of the gap analysis:

- Study Expansion of Multi-Family Tax Exemption Program

She asked how much revenue will be lost by expanding the multi-family tax exemption and how much taxpayer subsidy will be provided to the developer. She said if developers need so much help to build minimal multi-family housing in Town Square, who will pay for the addition services, including police and fire, for the structures?

- Code Refinement to Increase Achievable Project Density

She asked to what extent the City wishes to increase density and how much minimal multi-family housing does the City think is achievable?

- Increase Commercial Zone Flexibility

She questioned the definition of commercial zone flexibility and asked if that means changing commercial to include minimal multi-family housing.

- Increase Density in the RM-24 zone south of downtown

She asked if this means expanding the tax exemption to the south as an incentive to developers and increasing the density to RM-48.

- Near-term Investments in Targeted High-Potential Areas

She said Town Square is a Targeted High-Potential Area and the City is moving quickly and asked how many near-term investments are targeted for Town Square?

Mrs. Howell said that expanding the multi-family tax exemption will increase Burien’s structural budget deficit because reduced or no taxes will be collected in Town Square.

She asked the commissioners to find out the answers to her questions.

Chestine Edgar, 1811 SW 152nd St.

Mrs. Edgar said the written/electronic comments submitted during the previous meeting's public hearing need to be noted in the minutes. She also said the proposed amendments are confusing to her because they are expressed in percentages instead of square footages.

She said she toured Legacy's Youngstown Flats project in West Seattle that morning and it appeared to her to be built for singles or unmarried couples. She said there is no recreational space for children; the common recreation space on the building's roof is unusable for any recreation other than sitting and talking and would be too dangerous for children to use.

She said the photos in the August 28th Planning Commission packet must have come from the City of Burien because they did not reflect the Youngstown site. She said the Youngstown site has no open space at ground level; therefore there is no outdoor open space for children at all and only the roof for adults. She said the balconies are uncovered and are unusable in bad weather and the Juliet balconies are so narrow there is no room to do anything except open the sliding door.

She said her observation is that what she has seen at Youngstown is "sorely inadequate" in terms of recreation space and it looks like most of the recreation is expected to go offsite to Delridge Park a few blocks away. She said Burien doesn't have that kind of nearby recreation space to offset the lack of onsite recreation, other than Town Square Park, which is not a recreation space suitable for children or even adults picnicking. She said Youngstown has 195 units, which tells her there will be at least 300+ people living there, and there is no way Town Square Park can accommodate that number of people. She noted that the other options are to walk over to the small Dottie Harper Park or to the former Community Center property, which is not developed as a park. She said if this kind of development is being considered at Town Square, additional recreation facilities will need to be provided to offset the lack onsite.

Ms. Edgar said she also noted that Youngstown has underground parking but all of the offsite street parking was filled at the time she was there, between 10 and 11 a.m., and Burien does not have that available for apartment dwellers.

She summarized that the recreation space being proposed is inadequate for Town Square and the kind of residents who typically occupy it. She encouraged the commissioners, if they insist on voting on the proposed amendments, to make it a one-time exception and to look at what it really looks like when people try to live in it.

Robert Richmond, 17431 Ambaum Blvd S

Mr. Richmond, who said he was speaking from his perspective as a real estate agent, asked how many new storefronts are being planned and left to the real estate agents to try and fill. He said he expected not many, because commercial space is not where developers make their money and so they are willing to let the storefronts sit open for years. He said they make their money on residential space. Then he asked who is going to occupy the residential side.

He said Burien has enough empty commercial store fronts and asked who is going to occupy them. He pointed out the vacant storefronts around Bartell Drugs and noted that

they have been vacant for about two years. He asked how long the developer plans on having vacant storefronts and whether the developer can absorb the vacancies financially or will the developer be thinking "if you build it they will come." He said he guessed that no one will come.

Mr. Richmond said that, speaking from his real estate background, it is not feasible to put up more commercial space. He suggested Legacy go to 160th and Ambaum, where there are two acres to work with; or to 138th and First Avenue where there is an acre and a half. He requested that the developer not keep commercial land undervalued and instead move the project to a different area that might not pencil out but move out of the downtown.

Debi Wagner, 1520 SW 158th St.

Ms. Wagner said she has a number of concerns about the downzoning of this area and the type of development that's going in. She said some people believe this will lead to subsidized housing.

She said she believes that the developer's expectation that the project will draw people willing to pay higher rents is premature because she believes there isn't much to attract people to live in downtown Burien, unlike The Landing in Renton that has great restaurants, park space and a multiplex theater. She said putting subsidized housing next to the Town Square condos is going to create problems of both not having recreational space and both not using Burien for entertainment or recreation.

Ms. Wagner added that the City won't get anything out of it because of the temporary tax exemption, so if it is subsidized housing the only thing the City will get is franchise fees for Comcast and other services. Those fees, she said, won't help keep the area neat and tidy and you don't want problems in the middle of the city giving the area a black eye. She said the project needs to be very high quality apartments to meet the vision for Burien and to maintain the quality that all Burien citizens expect in Town Square. She asked the commissioners not to downzone.

August 12, 2013

Re-Hearing on zoning change before the Planning Commission

To the Burien Planning Commission

To the Burien City Council

I am opposed to the zoning changes that are being proposed by the city planning staff. These changes will only benefit apartment developers. They will not benefit the citizens of Burien or the budget deficit our city currently faces.

The zoning changes will give apartment developers a tax break and a fees break to put in low quality apartments in Burien. Reduced recreation and amenities associated with apartments are characteristics of low values apartments. Low value apartments attract low income renters and renters that qualify for section 8 housing. Burien already has more than its share of this kind of housing and renters. They bring huge Human Service needs with them that the city can't provide for.

Also someone will have to cover the cost of the tax breaks and reduced fees that these developers will not be paying to Burien. Those people who will have to cover that budget shortfall are residential property owners like me.

Burien needs quality apartments and housing so that it can develop the economic diversity that it needs. It is that kind of housing that will attract new citizens to the city that have the money to spend in the city to regenerate our economy and close the budget gap.

R.DeLorm

R. DeLorm
13254 2ND AVE. S.W.
BURIEN, WA. 98146

RECEIVED
AUG 12 2013
CITY OF BURIEN

David Johanson

From: Public Council Inbox
Sent: Tuesday, August 13, 2013 8:22 AM
To: David Johanson; Chip Davis
Subject: FW: Rezoning of town square to allow lower quality apartments

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

From: John Poitras [<mailto:poitrasjohn@comcast.net>]
Sent: Monday, August 12, 2013 9:08 PM
To: Public Council Inbox
Cc: Monica Lusk
Subject: Rezoning of town square to allow lower quality apartments

To the planning commission:

My wife and I strongly oppose the rezoning of town square to allow lower quality apartments with reduced open/recreational space requirements.

This will be a campaign issue in November without a doubt. This was NOT what the residents were promised and if the planning commission rezones town square to allow lower quality apartments this will NOT sit well with the majority of the residents of Burien.

It will clearly identify anyone voting for it as a tool of special interests instead of the residents of Burien.

Shame on anyone that votes to reduce our quality of life in Burien.

Sincerely,

John and Linda Poitras
Burien 98166

David Johanson

From: winona deyman [winonamary@msn.com]
Sent: Tuesday, August 13, 2013 10:43 PM
To: David Johanson
Subject: Public hearing before the Planning Commission on 8-14-13

To the Burien Planning Dept.-Please enter this for the public record for the Planning Commission meeting/public hearing on August 14, 2013, send it the the Planning Commission members and members of the City Council.

To the Burien Planning Commission
To the Burien City Council

When Legacy purchased the Town Square lots it was with the understanding that the apartments that they built there were going to be higher quality apartments that were compatible with the Town Square condos. Now Legacy is requesting that these apts. be allowed to be lower quality than was promised. They have approached the Burien Planning Commission and the Burien City Council to reduce the amount of recreation space required for these apts. under the Burien zoning code and want a zoning code change.

As we all know what makes apartments higher in quality is the amount of recreation space, common space and balconies and the amenities in the buildings. By allowing the reduction of this recreation space, we are giving Legacy the go ahead to build low value apartments in our Town Square. I am flatly opposed to this.

Also by letting Legacy and other apartment developers use our park lands as a trade off for not developing recreational space with their buildings, we are allowing them to be moochers on the park lands without contributing to the park development and maintenance as well as enabling them to build low quality buildings at the Burien residential taxpayers' expense. Shame on the Burien Planning Department for even considering and promoting this as an idea.

The last thing we need are more low value apartments in Burien like were developed in the 1960s, 1970s and 1980s before the current zoning regulations were put in place. We incorporated into a city in 1993 specifically to avoid further apartment development of the type you are now suggesting we should allow again. As we all know, low value apts bring low income residents and Section 8 residents.

Burien has the largest amount of this population of any city in South King County per area because of the cost per unit for renting. Burien doesn't need more of this population; it needs a higher income group to create economic diversity in the city's population and promote business sales in the city.

I am not opposed to apts. in Town Square or along our main corridors in the city but I expect them to be higher quality like are being put along the Redmond Transit Corridor. Allowing lower quality like this zoning change suggests just promotes the same low value apts. that we voted to get rid of. Again shame on the Planning Department for trying to promote this as a new and great idea.

I am opposed to the zoning change that this hearing is about on August 14, 2013.

W. Deyman

Rec'd. 8/14/13 @
7:25 PM

Please include these comments regarding the change in the requirements for zoning.
Thank you.

August 13, 2013

To the Burien Planning Commission:
To the Burien City Council:

I am opposed to the zoning changes that are proposed to the Burien codes and ordinances.

My concerns are as follows:

1. In 1993 the citizens voted to incorporate Burien into a city. One of the main reasons they wanted to incorporate was to stop the development of the low value apartments. These zoning changes are before the Planning Department are now proposing the development of low value apartments in the city. Burien has more than its fair share of low value/low income apartment dwellers already. The characteristic of low value apartments is reduced recreational space and reduced amenities. This is what we do not want and is why we are a city today.
2. In the Burien Visions Statement under Environment, there is this statement and I quote: "Burien treasures parks and open spaces, and welcomes opportunities for more." Changing the regulations by reducing the zoning requirements does NOT foster the open spaces as stated in the Burien Vision.
3. The City Town Center has high quality condos with a quality recreation center which attracts people with money to live and spend money in Burien which is good for the economy.
4. Most of the staff members are NOT residents of Burien and they are the ones making this proposal of devaluing future apartments. We have to live with the consequences of their decisions even when it is not the feelings of most residents of the city. Who would want to have future apartments with fewer amenities and little to no additional recreational space?
5. I feel that the staff is not paying attention to the sentiment of the citizens of Burien who want Burien to have quality apartments and condos. Having low value will cheapen the existing town units and make it more challenging to maintain the prices points when the building next door has fewer amenities and almost no recreational area. Why down grade a quality project and substitute a lesser quality unit? Which is better for the city - low vs high quality apartments and condos? Isn't recreational space more desirable for the residents than to have limited recreational space?
How does having low value/low value help the city of Burien? Why would the staff even consider lowering the requirements?
6. It seems as if the staff thinks the wishes of the developer are more important than the desires of the citizens. The citizens are the ones that are paying their salary to do what the citizens want - not what the developer wants.

Based on all the factors, I oppose any changes to the zoning that does not require at least the SAME standards or higher for any future developments.

Sincerely,
Linda Plein

Rec'd 8/14/13 e
7:30pm

August 14, 2013

Comments for the Public Hearing on zoning changes for apts.

To the Burien Planning Commission

To the Burien City Council

Burien incorporated in 1993 and put new zoning regulations into place to stop the development of low value apartment development in the city as had occurred in the 1960s, 1970s and 1980s.

Those apartments were lacking in adequate recreational space. The families living in them today still have their children playing in the back streets, ~~alley~~ and out on ^{alleys} the public sidewalks due to the lack of recreational space in the units as well as in and on the building grounds. Now the Planning staff and Heartland are proposing restoring that low and mean quality of apartment building standard be restored for the city. I am opposed to this and ask that the Planning Commissioners vote against this change in the zoning code.

If Legacy could not afford to build to the standard that was in the city code, then it shouldn't have bothered to purchase the Town Square lots. They promised the citizens of Burien a level of building quality such as was at the Landing in Renton. Now they are requesting a 50% reduction in recreational space then they originally purchased into. Their intent is to use the small Town Square Park as part of their common recreational space to cut their costs of construction. I am opposed to this and ask that you vote against the model in the zoning change that allows this.

Lastly, the Heartland Report is a report that promotes giving apartment developers tax breaks at great cost to the citizens and City of Burien. Burien currently have a budget structural deficit and can't afford these types of tax breaks all along its transit corridors and still balance its budget. The Heartland Report is poorly written and the graphics are difficult to follow by the readers. The hypothesis to the thesis and its conclusion are flawed and incomplete because they ignore the economic impact to the city's budget should the city follow its priority choices. Additionally, It ignores the wishes of the citizens of the city in what they wish for future apartment development in the city.

C. Edgar *CE*

*Copy for the Planning
Commission*

Aug 14, 2013 Planning Commission meeting

All this is hit & miss. I was given 2 days notice that this is of real importance, so I spent 2 days on the computers here first listening to the July 24 meeting.

Did the ~~the~~ GMA direct or demand the Transit Gap Analysis? ^{What gap?}
 The incentives are for whom? It seems like the city is bending over backwards to appease the developers. Does this tax exemption add to our taxes? Does the Heartland recommend or demand the 4 points to study?

All the apts I rented had very reasonable decks. Everyone deserves their private outdoor space. Every child ~~deserves~~ deserves much room to run & play. I am opposed to the zoning change.

It was interesting to hear condos are harder to finance & apts are less risky. Again you're helping the developers. If your intent is to have mixed sizes of apts will this bring on a cast system?

With grants are there strings attached? We started with transit, then, wow, must build cracker jack box apts, then, oh, must cut back on parking spaces. On & on it goes. Shouldn't the whole picture be presented?

Stop the grants, stop the studies, fill the condos & businesses first. People who don't live here shouldn't be telling us how to live our lives. We need not be like every other city. Check out Kirkland & Redmond & areas along the light rail.

What ever happened to individuality, independence, freedom & ^{keeping} our home town atmosphere?

Janys Engert

Rec'd 8/14/13 @
8:25pm

D Wagner <dwagner007@msn.com>
To: RobbieHowell <robbietherealtor@hotmail.com>
Fw: Town Square

August 9, 2013 9:38 PM



Hello Robbie: I sent this to Monica and I received an out of office reply saying she will be out until 8/19. Could you please get this into the packet or take it to the hearing on 8/14 for me as I am leaving town and won't return until the 18th.

Thank you so much for all you do!
Debi

From: [D Wagner](#)
Sent: Friday, August 09, 2013 4:35 PM
To: [Monica Lusk](#)
Subject: Town Square

Dear Monica:

Could you please include my comments on the Town Square development for the next planning commission meeting packet.

Thank you

August 9, 2013

To the Burien Planning Commission;
To the Burien City Council;

Please enter this as citizen comment for the public hearing at the Planning Commission meeting of August 14, 2013.

I am opposed to the zoning changes that are proposed to the Burien codes and ordinances. My concerns are as follows;

1. The comments by the staff that these zoning changes provides for public safety, health and welfare are unfounded. Reducing the amount of recreation space for multi-family apartment dwellers hardly contributes to their physical and mental health. The only thing is contributes to is the developer's potential profits.
2. Currently Burien does not have enough open space for multi-family apartment dwellers. One visit to The Heights Apts. makes that clear. The small Town Square Park is simply not adequate for the proposed expansion of the Town Square Apts., if they do not provide their own adequate common and private recreation space. Just looking at the Town Square Park on these hot summer days with the overflow of residents from the apartments above 153rd and along Ambaum is a foreshadowing of what will happen to the Town Square Park. On one sunny day, easily over 100 children were on the hillside and in the sprinklers with tents pitched on that hill. Add to that the hundreds of new residents that will fill the Legacy buildings that will need that park because of the reduced recreation area with their multi-family residences.
3. Legacy purchased the Town Square land at a great price. They knew the required conditions for development and they already have reduced property taxes for the land. Now they want still another concession from the Burien Citizens by proposing to build low value apartments on the land and asking Burien citizens to further subsidize their development by demanding Burien parkland in lieu of providing adequate recreational space in the units they plan to construct.
4. Just adding more people to the Town Square area will not automatically bring prosperity to

Burien. It can also bring added poverty, human service needs, added pressures on fire, police, schools and food banks.

5. The vision for Town Square was permanent, middle to high value housing. Legacy's proposal does not fit that vision.

In conclusion, I am opposed to these zoning changes to reduce recreational space in the Town Square area development proposal.

Debi Wagner

To The Planning Commission;

Why should the city lower the quality of structures to be built in the center of town, next to City Hall and where high value structures were once proposed. Why is it necessary to cheapen the focal point of this area when there are other areas near by that are better suited for low cost residential construction. If we are going to lower the standards for developers by changing the code for multi-family decks and recreation space, let us do it away from city center. Once you lower the quality bar, you will not be able to raise it again.

- What would the multifamily developments in Town Square look like if you were to approve all of the Potential Redevelopment Incentives shown in the Transit Corridor Redevelopment Gap Analysis? How will this code relate to the look and feeling of Town Square?
- Staff has briefed and given you copies of the "Transit Corridor Redevelopment Gap Analysis" that informs you how city will use the market dynamics, to bring minimal multifamily housing into Town Square. The area city has designated as Burien Town Square is 1st Ave S on the east, 153rd on the South, Ambaum Blvd on the west and 148th on the north. City has already put multifamily tax incentives in place for that whole area. It is presently giving priority planning to transit corridors, presently in Town Square. Can you imagine how it will look in 10 years to see minimal multi-family housing surrounding the transit station as a result of you not carefully and knowingly advising the city?.
- "Legacy," "The City of Burien" and "Development" also made public "Our Vision For An Engaging Mixed-Use Community" Working together they promote that "The neighborhood should include places for cultural events and the arts, in addition to unique shopping and services within a few blocks walk, and great indoor and outdoor places for people to congregate." According to their publication, "The apartment project is planned for the northwest quadrant and we think the northeast quadrant should ideally have a different use, not more of the same." They also provide us with a beautiful picture of 4 Star Apartment Complex built by Legacy Partners that is located next door to a 144-room hotel and office building and inferring Burien will receive the same quality as that from Legacy Partners. With the deck and recreation changes you are being asked to make, will the city ever have that kind of quality construction in Town Square again?

Instead of the easy fix of changing the code, the city should negotiate further with the developer to retain the quality construction that was originally proposed.

Robbie Howell
15240 20th Ave SW
Burien, WA 98166

Remember the lower the quality of construction, the lower the price of rents are, and lower price rents bring in section 8 housing. Are you planning to bring section 8 housing to Town Square?



Legacy's Development, award winning River Park in Redmond

See minimal size decks in above photo. Note lack of decks on building behind.



Great Garage Area



Riverpark-Redmond, WA is a 6-acre use development located in downtown Redmond adjacent to Luke McRedmond 2.5 acre City Park



- Government
- Residents
- Business & Development
- Plans & Projects
- Transportation
- Parks & Recreation
- Environment
- Public Safety

City of Redmond » Parks & Recreation » Luke McRedmond Landing

PARKS & RECREATION

Luke McRedmond Landing

recreation space for Legacy Partners Project

Print Friendly

- Recreation Guide
- 50 Plus
- Arts & Culture
- Community Events
- Facility Rentals
- Farrel-McWhirter Party Packages
- Farrel-McWhirter Preschool
- Farrel-McWhirter Riding School
- Field Rentals
- Parks
- Recreation and Fitness
- Redmond Pool
- Tennis
- Trails
- Luke McRedmond Landing**
- Community Gardens
- Teach for Us

This beautiful spot features a picnic shelter, picnic tables, canoe launch, a unique fishing pier for the physically challenged, plenty of open space and ample parking. Luke McRedmond Landing is located adjacent to Sammamish River Trail.

For park rental questions: Marty Boggs at 425-556-2397
Picnic shelter, picnic tables, canoe launch, fishing pier for the physically challenged, open space and parking. Park adjacent to Sammamish River Trail.

ACREAGE: 2.5 acres

Directions

15811 Redmond Way

Amenities

- | | | |
|--------------|-------------------|----------------|
| Bicycling | Information Kiosk | Parking |
| Canoe Launch | Natural Areas | Picnic Tables |
| Fishing | Open Space | Picnic Shelter |
| | | Public Art |



Photos



- Redmond Parks
- Anderson Park
- Arthur Johnson Park
- Bear Creek Park
- Bridle Trails State Park
- Cascade View Neighborhood Park
- Downtown Park
- Dudley Carter Park
- Edge Skate Park at 83rd Street
- Farrel-McWhirter Park
- Grass Lawn Park
- Hartman Park
- Idylwood Beach Park
- Juel Community Park
- Luke McRedmond Landing
- Marymoor Regional Park King Co.
- Meadow Neighborhood Park
- NE Redmond Area Neighborhood Park
- Nike Neighborhood Park
- Perrigo Park
- Redmond West Wetlands
- Reservoir Park
- Sammamish Valley Park
- Sixty Acres Park King Co.
- Spiritbrook Neighborhood Park
- Sunset Gardens Park
- Viewpoint Open Space
- Viewpoint Neighborhood Park
- Watershed Preserve
- Westside Neighborhood Park
- Willows Creek Neighborhood Park

- Home
- Traffic Cameras
- Communications
- Development Resources

- Apply:**
- Buildings and Commissions
- Development Licenses
- Permits

- Find:**
- Old Maps
- City Buildings
- City Codes and Ordinances

- Get Involved:**
- City Council Meetings
- Donations
- Events

- Request:**
- eAlert Subscriptions
- Inspections
- Just-in-Time Reporting Software





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PARKS & RECREATION

City of Redmond » Parks & Recreation » Luke McRedmond Landing

Luke McRedmond Landing

recreation space for Legacy Partners Project

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- Viewpoint Neighborhood Park
- Watershed Preserve
- Westside Neighborhood Park
- Willows Creek Neighborhood Park

Home
 Traffic Cameras
 Communications
 Development Requests

Apply:
 Awards and Commissions
 Business Licenses
 Fees

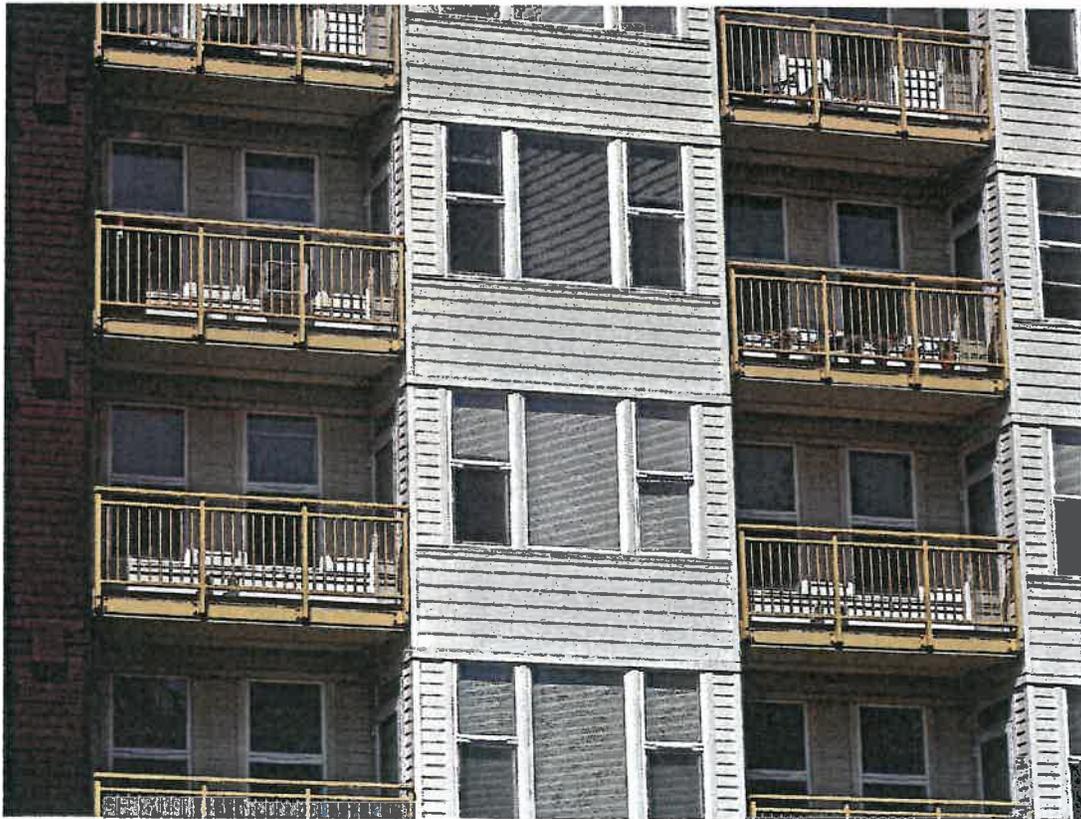
Find:
 and Info
 City Buildings
 City Codes and Documents

Get Involved:
 City Council Meetings
 Elections
 Events

Request:
 eAlert Subscriptions
 Inspections
 Job Vacancies
 Request for Proposals

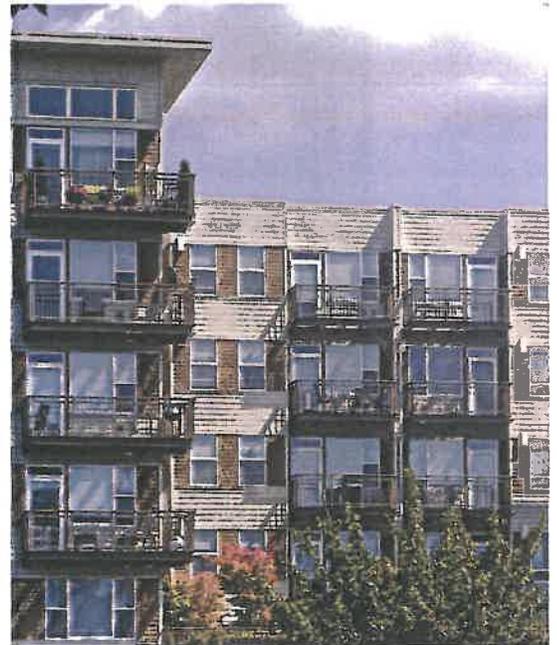


**Redmond Washington New
Multifamily Housing**



Full Size Decks and Security Parking on Lowest Floor

More Redmond Multi Family New Construction



Full Decks



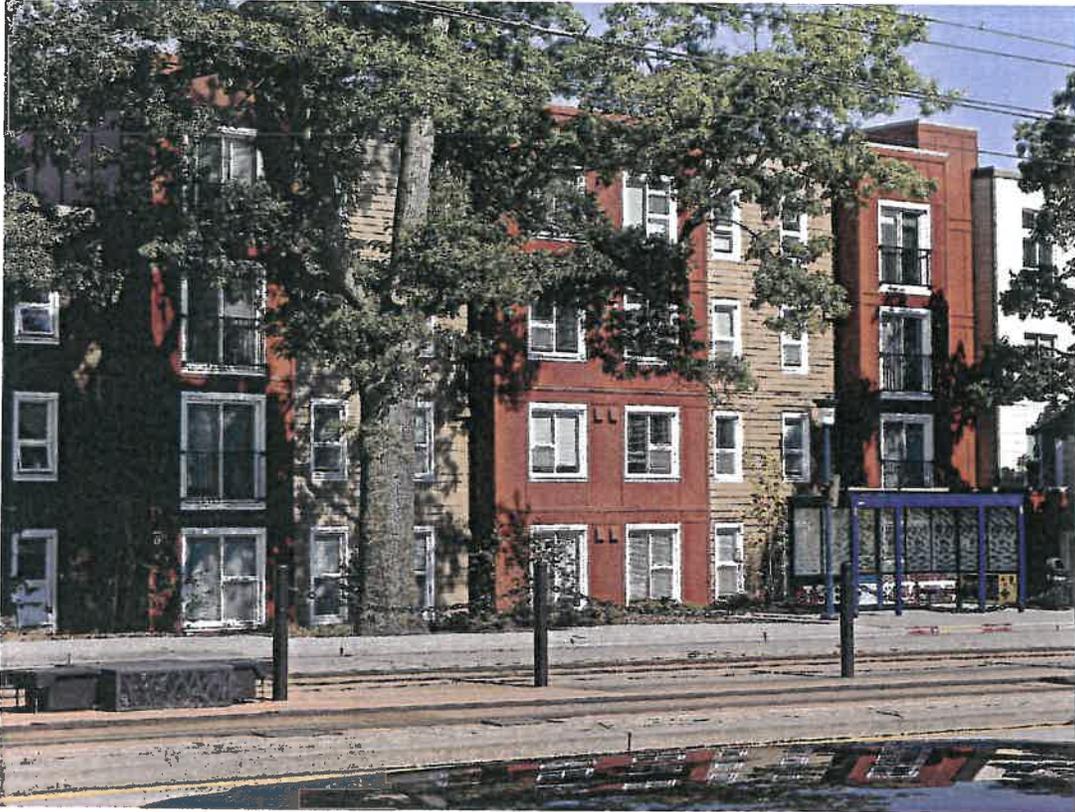
Directions to Transit Center in Redmond From Walk and Bike Trail

Light Rail Transit Corridor On MLK Way in Rainier Valley



Inequity of minimal construction. Only three Juliette for this apartment complex. How would you like to live here?

Martin Luther King Way Light Rail Transit Corridor. Six of the lucky residents get Juliette Decks



**No Underground parking Spaces.
Not sure if they have street parking.**



Only Seven mini Decks for all of these people. One household gets an awing.

Martin Luther Way Light Rail Corridor



Above: Looks like Decks in the Center

Below: Looks like the Fifth Floor Has Decks



Regarding The Transit Corridor Redevelopment Gap Analysis **CITY OF BURIEN**

According to the Transit Corridor Redevelopment Gap Analysis staff presented to you, it appears the city plans to have the Planning Commission rubber stamp zoning code changes in the Downtown Commercial Zone. If the Planning Commission down grades the zoning code step by step without an overview of what minimal multi-family apartments will look like and what type of renters will occupy them, then the city is headed for a government subsidized multi-family community with the transit center the focal point of Burien Town Square. According to the report it appears the reduction of decks, patios and recreation space is just the beginning of what city staff has in store for the citizens of Burien.

Questions regarding Staff Recommendations at the end of the Transit Corridor Redevelopment Gap Analysis

Recommendation

- Study Expansion of Multi-Family Tax Exemption Program

Comment

The city is planning minimal multi-family redevelopment for Town Square

The Multi-Family only Tax Exemption is already in place for the area that has been described to you. 148th SW on the North, 153rd SW on the South, Ambaum Blvd on the West and 1st Ave S on the East. You might ask how much the city wants to increase the Tax Exemption time limit and area of Town Square, and how much of revenue loss this will be to the city?

Also, how much of these future apartments will also be subsidized by the remaining taxpayers?

If the Developers need so much incentive to build minimal multi-family housing in town square what will be the additional costs to support the maintenance and operations, including police and fire safety for these structures. Since there will no tax liability to the owners who will be paying for all of this?

- Code Refinement to increase Achievable Project Density

Comment

To what point does the city want to increase the density? How much minimal multi-family housing does the city think is achievable? How many minimal multi-family apartments does the city want to support the transit corridor?

- Increase Commercial Zone Flexibility

What is the definition of commercial zone flexibility? Does this mean changing commercial to include residential minimal multi-family housing?

- Increase Density in RM-24 Zone (south of downtown)

Comment

Does this mean expanding the tax free zone to the south for developer incentive and increasing the density to RM48?

- Near-term Investments in Targeted High-Potential Areas

Comment

Town Square is a Targeted High-Potential Area and the city is moving rapidly, how many near term Investments are targeted for Town Square?

Burien has a structural Budget Deficit. How does the Heartland Study's promotion of tax exemption increases help to close that Structural Budget Problem or does it increase the deficit? It appears that expansion of the Multi-Family Tax Exemption will increase the deficit because we will be collecting reduced or no taxes in the designated Town Square area.

Please find out the answers to these questions,

Sincerely,

Robbie Howell

Robbie Howell
15240 20th ave SW.
Burien 98166

August 27, 2013

To: Chip Davis, David Johanson, and fellow Commissioners –
From: Nancy Tosta, Planning Commissioner

Thank you David for offering alternatives and providing the overview of codes in other jurisdictions. My apologies that I cannot be present at the August 28th meeting. I reviewed the packet and did some research and hope this information is useful to your discussions and decision-making. I would appreciate this memo being included in the record of the meeting. Thank you.

1. I'm supportive of changing what we currently require in terms of recreational space in multi-family units in Town Square. Based on the info presented and other research, I understand that less private space may be needed for some people and more common space is desirable for others. The key for me is recognizing the diversity of our population and needs for living space in Burien, including in Town Square.
2. I'm supportive of removing obstacles to move us forward in developing Town Square. I understand we have a potential partner (Legacy) who's willing to help make this happen. I want this to be a win-win. As a community, we will live with what happens in Town Square for many years, if not the rest of our lives, and Legacy obviously wants to come out ahead - so we need to get this right.
3. Based on my back-of-the-envelope look at recreational space requirements for multi-family units given the code examples you gave us (see table) – we appear to be reducing common space to less than 1/3 of what's required now and private space to less than 1/2 of current requirements. What you propose seems to be significantly below what's required in most if not all other jurisdictions (My numbers are built on a lot of assumptions so please let me know if they are inaccurate.). I am willing to accept the changes in private space with one suggestion (see #5 below), but believe that the common space reduction seems out-of-line with potential demand as described by Legacy.
4. In looking at Youngstown Flats (Legacy example suggested at Public Hearing on Aug 14th) – there appear to be many areas used as "common space" – including gym, roof top deck, p-patch, dog run, lobby, etc. Would the Burien code as currently proposed to the Planning Commission support this amount of common space? If so, then I'd be supportive of the changes. If not, I'd suggest adopting code that puts us more in-line with other communities. Perhaps this could be a requirement for 150 sq ft/unit for common-private space, keeping your suggested private guidelines. This would then be similar to other communities. I know our Burien market is perceived as being different than others, but a goal over the next several years is to change this perception.
5. Redmond sets requirements for minimum square footage for private space (e.g., 12 sq feet if double doors are included). I believe we should also specify a minimum for the private space that does not meet the 32 square foot requirement. I can support somewhere in range of 9-12 sq feet.

6. The last comment is editorial – please see comments on actual proposed code below. Additionally, while I understand the intent is to change as few sections of the code as possible, the current structure creates confusion on which sections relate to each other. A suggestion is to create separate numbers under 19.17.010 for “Multi-Family not in Town Square” and “Town Square Multi-Family” and then create separate paragraphs for total, common, and private recreational space under each of the above.

19.17.010 Multi-Family Recreation Space

1. New developments of 4 multiple *family dwelling units* or more shall provide a minimum of 200 square feet of required common recreation space per *dwelling unit*. The required common recreation space shall be in one or more areas on site that are available and accessible to all residents of the development.

2. All new developments shall provide a minimum of 80 square feet of outdoor *private* recreation space if provided as a *patio* and 60 square feet of outdoor *private* recreation space if provided as a *deck* or *balcony*, for each multiple *family dwelling unit*.

A. An area designated as required *private* outdoor recreation space shall:

- i. Have a minimum width and depth of 8 feet for *patios* and 6 feet for *decks* or *balconies*.
- ii. Not be located in the following *critical areas* or their *buffers*: *wetlands*, *streams*, or *flood hazard areas*.
- iii. Be of a grade and surface suitable for recreation.
- iv. Be adjacent to and directly accessible from the corresponding *dwelling unit*.
- v. Not be used for driveways, parking or other vehicular use. Adequate fence and/or plant

B. *Private* and common recreation space in the downtown commercial (DC) zone.

i. **Common Recreation Space:** In the downtown commercial zone the total amount of required common recreation space shall be provided at a rate of 10 percent of the total area devoted to residential use. The amount of common recreation space required is calculated by multiplying the gross floor area devoted to residential use, excluding areas devoted to private residential and common recreation space, by 10 percent. At least 10 percent of the required common recreation space shall be provided as indoor space including but not limited to exercise, recreation, meeting and hospitality facilities. .

1) Design of common recreation space is subject to the minimum standards set forth in BMC Chapter 19.17.010.1 and/or the design standards set forth in BMC chapter 19.47. The Director may modify the required amount of recreation space as specified in BMC 19.17.010.1.B (play space for preadolescent children), if appropriately sized facilities are provided for the targeted housing market segment, as determined through the development review process. [Ord. 437 § 12, 2005, Ord.273 § 1, 1999]

Rough Estimates of Required Space Based on Info Provided

							150 units at 700 sq ft each (no mixed use)	
City	Common Space	Private Space	Balconies (Decks)	Patios	Notes	Total sq ft required	Estimated Common Rec Space	Estimated Pvt Rec Space
Burien - Current	260 sq ft/unit total with pvt space*	(see common space)	60 sq ft min	80 sq ft min	*on 50% of all units	39,000	34,200	3600 (60 decks) + 1200 (15 patios) = 4800 (75 units)
Burien-Proposed	10% of residential use space	32 sq ft min on 40% of units. <32 sq ft on 33% of remaining 60% of units*	32 sq ft min on 40% of units (combined with patios)	32 sq ft min on 40% of units (combined with decks)	*The minimum allowed is not specified	12,150	12,150 minus 2190 = 9,960 sq ft (at least 10% of this must be inside)	2190 sq ft (60 units at 32 sq ft: 18 patios, 42 decks; 30 Juliette @ 1.5 ft X 6 ft
Des Moines	200 sq ft/unit*	60 sq ft/unit, min 6 ft W**			*>50% outdoors **mixed use exempted	39,000	30,000	9,000
Kirkland	200 sq ft/unit*	Not mentioned			*may be reduced to 150 sq ft??		30,000	??
Redmond	100 sq ft/unit (max 20% of site)	See next columns	5 ft min W & D, 50 sq ft min area (12 sq ft for up to 50% units if provide double doors)	8 ft min W & D, 80 sq ft min area	>20 units = one on-site 300 sq ft space Fee in lieu up to 50% units		15,000	??
Renton	50 sq ft per unit (if >9units)	150 sq ft/unit*			*for traditional multi-family zones	30,000	7,500	22,500 (for traditional)
Shoreline	170 sq ft/3 BR unit, 130 sq ft/2 BR unit, 100 sq ft/1 BR		6 ft min W & D, 50 sq ft min area	10 ft min W & D, 100 sq ft	In example assume 1/3 of each		17,000 (assume 50 units each 3, 2, 1 BR)	??

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion and Direction Regarding the Identification of Executive Search Firms to Interview and the Special Meeting Process.		Meeting Date: September 16, 2013
Departments: Human Resources	Attachments: 1. <u>Executive Search Firm Interview Process Options</u>	Fund Source: General Fund Activity Cost: Amount Budgeted: Unencumbered Budget Authority:
Contact: Angie Chaufy		
Telephone: (206) 248-5504		
Adopted Work Plan Priority: Yes No X	Work Plan Item Description:	
<p>PURPOSE/REQUIRED ACTION: The purpose of this agenda item is for Council to discuss and identify two or three executive search firms to interview at the September 30, 2013 Special Meeting and to confirm the Special Meeting format.</p> <p>BACKGROUND (Include prior Council action & discussion): The City received seven responses to its request for proposals for an executive search firm to conduct the City Manager recruitment and selection process. The proposals and a matrix comparing the various proposal components have been provided to Council. No further reference check information is available.</p> <p>A special meeting is scheduled for September 30, 2013 for the purpose of conducting interviews of two or three of the firms. Three meeting format options are attached for Council discussion and direction.</p> <p>OPTIONS (Including fiscal impacts):</p> <p>Identification of firms for interview:</p> <ol style="list-style-type: none"> 1. Identify 2-3 executive search firms to interview at the September 30, 2013 Special Meeting. 2. Do not identify any firms for interview. <p>Identification of special meeting process:</p> <ol style="list-style-type: none"> 1. Confirm one of the proposed three meeting format options as the desired format. 2. Identify a hybrid format through discussion. 		
Administrative Recommendation: Firms for interview: Prothman, SGR, and Waters Consulting Group. Meeting format: Option 2.		
Advisory Board Recommendation: N/A		
Suggested Motions:		
1) I move to direct staff to invite _____ for interview at the September 30, 2013 Special Meeting. 2) I move that the format for the Special Meeting follow the process identified in Option _____.		
Submitted by: Angie Chaufy Administration		City Manager
Today's Date: September 10, 2013	File Code: R:/CC/Agenda Bills 2013/091613cm-2 Exec Search Firm Selection	

Executive Search Firm Interview Process Options

Option #1

Each executive search firm is provided 10 minutes for a presentation to Council followed by a 15-20 minute question and answer period led by Councilmembers. Staff would provide sample/optional interview questions to Council. Upon completion of all interviews, Council would discuss and provide direction to staff for a recruitment service contract.

Option #2

Each firm provides a ten-minute presentation that addresses specific questions and issues, after which Council conducts a 15-20 minute question and answer period. Upon completion of all interviews, Council would discuss and provide direction to staff for a recruitment service contract.

Specific questions and issues covered in the presentation could include:

1. What process would you use to gain a thorough understanding of our City culture, current and long term needs, and the type of candidate well suited for Burien?
2. How would you develop a recruitment strategy, including a formal announcement and/or brochure, and process to ensure our City and our City Manager opportunity "stands-out" and secures the best possible candidate pool?
3. What are the key traits of a successful city manager?
4. How do you evaluate community fit?
5. How do you evaluate organizational fit?
6. What unique recruitment tools does your firm offer?
7. What is your method or process to search an applicant's background?
8. How do you measure a successful recruitment effort?

Option #3

Council conducts a 20 – 30 minute interview with each executive search firm. Staff would provide sample/optional interview questions to Council. Upon completion of all interviews, Council would discuss and provide direction to staff for a recruitment service contract.

CITY OF BURIEN

AGENDA BILL

Agenda Subject: Discussion on and Possible Motion to Approve Ordinance No. 585 Reducing the City's Gambling Tax Rate for Card Rooms and Amending Chapter 3.25 of the Burien Municipal Code and Discussion and Possible Motion to Approve Wizards 2011-2013 Payment Plan Agreement		Meeting Date: September 16, 2013
Department: Finance Department	Attachments: 1. <u>Gambling Tax Rates</u> 2. <u>Ordinance No. 585</u> 3. <u>Wizards Rate Reduction Request</u> 4. <u>Wizards 2011-2013 Payment Plan Agreement</u>	Fund Source: General Fund Activity Cost: \$80,000 Reduced Revenue Amount Budgeted: \$575,000 Unencumbered Budget Authority: N/A
Contact: Kim Krause, Finance Director		
Telephone: (206) 439-3150		

PURPOSE/REQUIRED ACTION: The purpose of this agenda item is to discuss and potentially adopt Ordinance No. 585, decreasing the Gambling Tax rate for card rooms and amending Chapter 3.12 of the Burien Municipal Code and the 2011-2013 Wizards Payment Plan Agreement.

BACKGROUND (Include prior Council action & discussion):
 In 2011 and 2012, Wizards Casino failed to pay the 4th Quarter taxes due to cash flow problems. Wizards signed two promissory notes that require payments of \$5,000 each per month for a total of \$10,000 per month. Per BMC 3.25.040, these past due taxes accrue interest at 12% compounded daily. Wizards was also charged a 15% penalty on each delinquency. The balance due as of August 1, 2013 was \$135,184.40 in taxes and \$62,790.91 in penalties and interest for a total of \$197,975.31. Wizards sold to a new owner during July 2013 and the new owner was unable to pay the full balance of taxes that were due on July 31, 2013. The balance owed is \$89,987.86. This amount has been charged a 15% penalty of \$13,498.18 and began accruing interest at 12% compounded daily on September 10, 2013.

Last year during the budget process, Wizards approached the City with a request to lower the card room tax rate to 7% as they feel it is a burden to their business. Staff consented to review the tax rate if Wizards allowed the City to audit their books and they agreed. The audit was completed in late May. Attachment 1 shows the gambling tax rates for the surrounding cities. While Burien's rate is similar to the other cities, Wizards is unique in that it is the only card room located in Burien and therefore may have trouble competing with establishments in cities with more than one card room. The new owner has asked the City to lower the card room tax rate to 8%. His written request is included as Attachment 3.

Since Wizards is a significant employer in Burien, staff recommends lowering the card room tax rate to 9%. This rate reduction will cost the City approximately \$80,000 in annual revenue. Staff recommends the rate adjustment be effective retroactive to July 1, 2013 for 2013 fiscal impact of approximately \$40,000. Staff understands that there is Councilmember interest in a two-year sunset provision, which would cause the rate reduction to expire on June 30, 2015.

Wizards new owner also asked the City to waive a total of \$76,289.09 in penalties and interest on all three quarters of past due taxes (accrued through August 1, 2013) and to lower the interest rate to 6% effective August 1, 2013. They have agreed to pay \$15,000 per month toward the past due taxes in addition to any amount over \$150,000 in the Pai Gow backup jackpot fund at the end of each month. The consolidated payment plan agreement is included as Attachment 4. With the elimination of the penalties and lowering of the interest rate, the past due taxes should be repaid by the end of 2014. As this owner is willing to pay the back taxes of the two previous owners, staff recommends Council approve this payment plan agreement that requires payment for back taxes in the amount of \$15,000 per month, waives \$76,289.09 in penalties and interest and lowers the interest rate to 6% effective August 1, 2013. Any future delinquencies would be charged the 12% rate per BMC 3.25.040.

BACKGROUND continued

OPTIONS (Including fiscal impacts):

- Approve Ordinance No. 585, decreasing the gambling tax rate for card rooms from eleven percent (11%) to nine percent (9%) and amending Chapter 3.25 of the Burien Municipal Code. Staff will include an adjustment to the budget in the mid-biennium update. A two-year sunset provision is available at the Council's discretion.
- Approve Attachment 4 – Wizards 2011-2013 Payment Plan Agreement.
- Do not approve Ordinance No. 585, in which case the gambling tax rate for card rooms will remain at eleven percent (11%).
- Do not approve Attachment 5 – Wizards 2011-2013 Payment Plan Agreement in which case staff will pursue collection of back taxes, penalties and interest by any means necessary.

Administrative Recommendation: Hold discussion and place on the October 3, 2013 consent agenda for adoption.

Suggested Motion: N/A

Submitted by:

Administration ellu

City Manager CK

Today's Date: September 9, 2013

File Code: \\File01\records\CC\Agenda Bill
2013\081913ad-1 Gambling Tax Rate Reduction.docx

Attachment 1

Gambling Tax Rates

	Card Rooms/Games	Pull-Tabs Gross Receipts	Pull-Tabs Net Receipts	Interest Rate
RCW 9.46.110 Maximum Rates	20% Gross Receipts	5% Gross Receipts	10% Net Receipts	??
Burien	11%	5%	N/A	12% compounded daily
Seatac	10%	5%	N/A	1% per month
Renton	10%	5%	N/A	Fine up to \$500
Kent	11%	N/A	10%	1% per month
Auburn	12%	N/A	10%	Fine up to \$1,000
Bellevue	N/A	5%	N/A	Federal short-term rate + 2%
Seattle	N/A	5%	N/A	5%
Poulsbo	12%	N/A	10%	20% per month after 62 days
Tukwila	10% up to 5 Rooms 15% up to 6 Rooms 20% over 6 Rooms	5%	N/A	10% per month

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 585

**AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON,
AMENDING CHAPTER 3.25 OF THE BURIEN MUNICIPAL CODE
RELATING TO GAMBLING TAXES**

WHEREAS, RCW 9.46.110(1) authorizes the City to establish taxing on certain gambling activities;

WHEREAS, under the current version of Chapter 3.25 of the Burien Municipal Code, the City imposes an eleven percent (11%) tax on social card rooms; and

WHEREAS, the City desires to temporarily reduce the social card room tax to provide for growth during the current economic downturn; and

WHEREAS, the City also desires to provide for flexibility in adjusting or waiving penalties and interest and adopting rules related to gambling taxes;

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

Section 1. BMC 3.25.010 Amended. Section 3.25.010 of the Burien Municipal Code (Imposition) is hereby amended (with legislative revision marks) to read as follows:

3.25.010 Imposition.

There is hereby imposed a tax, at the rates set forth below, upon the following gambling activities, when authorized by Chapter 9.46 RCW, and when conducted in the city:

- (1) Five percent of the gross receipts from punchboards and pull-tabs, as those terms are defined by RCW 9.46.0273 and the Rules and Regulations of the Gambling Commission;
- (2) Five percent of the gross revenue, less the amount paid for or as prizes, received from bingo and raffles, as those terms are defined by RCW 9.46.0205 and 9.46.0277;
- (3) Two percent of the gross revenue, less the amount paid for or as prizes, from amusement games, as that term is defined by RCW 9.46.0201; and

(4) ~~Eleven~~ Nine percent of the gross revenue from social card games, as that term is defined by RCW 9.46.0281 and the Rules and Regulations of the Gambling Commission.

(5) The tax rate established pursuant to subsection (4) of this Section shall expire on June 30, 2015, after which time the tax rate imposed on social card games, as that term is defined by RCW 9.46.0281 and the Rules and Regulations of the Gambling Commission, shall be eleven percent of the gross revenue from such games. [Ord. 285 § 1, 2000; Ord. 249 § 1, 1999; Ord. 206 § 1, 1997; Ord. 7 § 1, 1993]

Section 2. BMC 3.25.040 Amended. Section 3.25.040 of the Burien Municipal Code (Delinquencies) is hereby amended to read as follows:

3.25.040 Delinquencies.

(1) All taxes on gambling activities shall be delinquent if not paid on or before the due date(s) as specified in BMC 3.25.030. Penalties shall accrue on all such delinquencies as follows:

(a) Ten percent of the delinquent amount (\$5.00 minimum) if paid in full within 17 days after the applicable due date;

(b) Fifteen percent of the delinquent amount (\$10.00 minimum) if paid in full between the eighteenth and fortieth days, inclusive, of the applicable due date; and

(c) All delinquent taxes and applicable penalties shall accrue interest at the rate of 12 percent, compounded daily, beginning on the forty-first day after any applicable due date.

(2) Delinquent taxes, penalties, and accrued interest shall constitute a public debt owing to the city which shall be subject to collection or other enforcement by all means available, at law and in equity, including but not limited to injunctive relief against the offending party.

(3) The City Council shall have the authority to adjust or waive the penalties and/or interest imposed under this Section. [Ord. 47 § 1, 1993; Ord. 7 § 4, 1993]

Section 3. BMC 3.25.050 Amended. Section 3.25.050 of the Burien Municipal Code (Additional rules) is hereby amended (with legislative revision marks) to read as follows:

3.25.050 Additional rules.

The ~~city clerk~~ City Manager or Director of Finance shall have authority to adopt rules and regulations not inconsistent with the provisions of this chapter, for carrying out and enforcing payment, collection and remittance of the taxes levied in this chapter. Such rules and regulations may include the form of tax return required to be filed with the city at the time of payment of the tax on gambling activities, and procedures for auditing of the taxpayer's records. A copy of the rules and regulations so adopted shall be on file and available for public examination in the clerk's office. [Ord. 7 § 5, 1993]

Section 4. 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 5. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF _____ 2013, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 20TH DAY OF _____, 2013.

CITY OF BURIEN

Brian Bennett, Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:

Ann Marie Soto, Interim City Attorney

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



To: Burien City Council
 From: Paul Copioli, President Wizard's Casino
 Re: Gaming Tax Reduction to 8%

The purpose of this letter is to request a city Gaming Tax reduction from 11% to 8% for Wizards Casino. The reason for this request is quite simple: Wizards Casino can no longer operate under the current tax rate and the 3% reduction, along with other cost reduction measures instituted by the new management, will allow Wizards Casino to operate at a sustainable level.

A recent audit conducted by the City of Burien concluded that a gaming tax reduction was not necessary even though Wizards Casino operated at a \$170,000 loss in 2012. The audit concluded that the casino's food and beverage pricing policies in addition to excessive casino food and beverage player comps contributed to approximately \$220,000 in excessive expenses. The audit concluded that eliminating these expenses will result in a \$50,000 yearly profit. Wizards has already reduced casino comp expenditures by \$40,000 in July and August and will look to further reduce these expenses through the end of the year. However, a \$50,000 yearly gross profit for a business operating at approximately a \$4,000,000 revenue level is not sustainable.

Wizards has had an average monthly gaming revenue of approximately \$300,000. The current physical location of Wizards Casino and its reduced parking facilities does not allow for any increase in the business level so \$1,000,000 is a reasonable expected level for future estimation. Below is a summary of current monthly operating expenses required to operate a Casino with \$300,000 of gaming revenue:

(1) Gaming Table & Shuffler Leases	\$15,000
(2) Gaming, Liquor, and Business License	\$6,000
(3) Payroll (all payroll)	\$180,000*
(4) Food & Beverage (including liquor)	\$15,000
(5) Attorney's Fees & Accounting Services	\$2,000
Total	\$218,000

*This expense has been reduced from \$240,000 and is the minimum to maintain current gaming revenue.

Below is a summary of minimum monthly operating expenses to operate at the current location:

(1) Building Rent	\$21,000
(2) Property Tax	\$2,000
(3) Utilities	\$4,700
(4) Insurance	\$1,800
(5) Janitorial Services	\$1,500
(6) Phone, Internet, Cable	\$1,200
(7) Building Maintenance	\$1,500
Total	\$33,700

Additionally, due to the negligence of previous ownership, for the next two years we have committed to payment plans for back Gaming Taxes owed Burien. These payments amount to \$15,000 per month until December 2014.



The total before gaming tax is \$266,700 per month in operating expenses. At an 11% gaming tax rate, the monthly gaming tax is \$33,000. This results in total monthly expenses of \$299,700. In addition to gaming revenue, Wizards will have a net monthly income from food and beverage sales (after comps and after expense reduction discussed earlier) of \$5,000. Wizards total monthly revenue is estimated at \$305,000 monthly and our expenses at the current tax rate will be \$299,700 resulting in a monthly income before tax of \$5,300 per month.

The City of Burien collected \$442,000 last year from Wizards gaming tax while Wizards lost \$170,000. Even if we can reduce all of the expenses cited by the auditor, we will still only have approximately \$60,000 in yearly income before tax compared to the City's \$442,000.

Our proposed reduction will bring Burien's revenue from \$442,000 last year to \$321,000 while allowing Wizards to have a sustainable income before tax level of \$181,000. This will all but guarantee a sustainable and profitable partnership for both the City of Burien and Wizards Casino.

Lastly, the auditor cited other surrounding cities taxes were similar to Burien's gaming tax. If you look closely at the cities cited you will find that since 2010 those cities had a total of 8 casinos go out of business. That resulted in almost \$4,000,000 in lost revenue to those cities. Since 2003, the State of Washington has gone from 102 operating card rooms to 60 in 2013. By reducing the tax rate to 8%, Burien will enable Wizards to operate at a profitable level for many years to come.

Thanks for your consideration,

Paul D. Copioli
President, Wizards Casino

PAYMENT PLAN AGREEMENT
for 2011-2013 Gambling Taxes
City of Burien and Wizards Casino

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 Wizards Casino, LLC, a Washington limited liability corporation, hereinafter referred to as "the Taxpayer", (*collectively, "the Parties"*) for the purpose of establishing a payment plan for 2011, 2012, and 2013 outstanding and delinquent gambling taxes.

WHEREAS, Taxpayer is Wizards Casino located at 15739 Ambaum Boulevard SW, Burien, WA 98166, and

WHEREAS, Taxpayer is engaged in gambling activities in the City of Burien upon which is imposed a gambling tax pursuant to RCW 9.46.110 and Burien Municipal Code (BMC) Chapter 3.25, and

WHEREAS, Taxpayer is delinquent in the payment of its gambling taxes for 2011, 2012, and the second quarter of 2013, and

WHEREAS, penalties have been assessed and the total due is accruing interest at the rate of 12% compounded daily, and

WHEREAS, the balance due as of August 1, 2013 is \$93,052.56 for unpaid 2011 gambling taxes and \$104,922.75 for unpaid 2012 gambling taxes, and \$103,486.04 for unpaid second quarter 2013 gambling taxes for a total of \$301,461.35, (including penalties and interest), and

WHEREAS, the Parties agree that it is in the best interest of both parties to establish a written agreement formalizing the monthly payment plan solely for these delinquent amounts and that the Taxpayer shall continue to separately pay its ongoing quarterly gambling tax assessment, and

WHEREAS, the Parties previously entered into a written agreement for the payment of the 2011 delinquent gambling taxes and another agreement for the 2012 delinquent gambling taxes, and this Agreement consolidates and replaces those two previous agreements, and adds the 2013 delinquent gambling taxes, and

WHEREAS, the Parties agree that Taxpayer shall continue the payment to the City of \$10,000 per month for the delinquent 2011 and 2012 gambling taxes, in addition to \$5,000 per month for the delinquent 2013 taxes for a total monthly payment of \$15,000 , and

WHEREAS, the Parties also agree for the Taxpayer to start monthly payments of any amount over \$150,000 in the Pai Gow Backup Jackpot fund,

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

1. Monthly Amount Due. As of August 1, 2013, the Taxpayer owes the City of Burien as follows:

	2011	2012	2013	Total
Delinquent Gambling Taxes	\$131,351.67	\$103,832.73	\$89,987.86	\$325,172.26
Penalties	19,702.75	15,574.91	13,498.18	48,775.84
Interest through August 1, 2013	21,998.14	5,515.11	0.00	27,513.25
Waived Penalties & Interest	(41,700.89)	(21,090.02)	(13,498.18)	(76,289.09)
Payments through August 1, 2013	(80,000.00)	(20,000.00)	0.00	(100,000.00)
Total Due	\$51,351.67	\$83,832.73	\$89,987.86	\$225,172.26

Starting September 1, 2013, the Taxpayer shall pay the City of Burien no later than the last day of each month a total of \$15,000 in immediately available funds in a form and manner as approved by the City of Burien Finance Director and pursuant to the terms of this Agreement. In addition, the Taxpayer shall pay the City of Burien no later than the last day of each month any amount over \$150,000 in the Pai Jackpot fund.

The City Council agrees to waive the above penalties and interest accrued through August 1, 2013, totaling \$76,289.09.

The total due of \$225,172.26 continues to accrue interest at the rate of 6% compounded daily effective August 1, 2013. The monthly payment of \$15,000 and the payment of any amount over \$150,000 in the Pai Gow Backup Jackpot fund shall continue until full payment of the delinquent gambling taxes and interest is complete, estimated to be in December 2014.

2. Reservation of Rights. Should the Taxpayer fail to comply with the payment provision set forth in Section 1 above, the City of Burien reserves the right to enforce collection as provided by RCW Chapter 9.46, BMC Chapter 3.25, or any other means available, at law and in equity, to collect said balance due. Failure to comply will also trigger an increase in the interest to 12%, compounded daily.

3. Indemnification. Taxpayer shall indemnify, defend, and hold harmless the City of Burien, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney fees, arising from the terms of this Agreement. This paragraph shall not apply to any damages resulting from the sole negligence of the City, its officers, agents, and employees. Taxpayer represents to the City, who relies thereon, that Taxpayer does not intend to file bankruptcy at any time that could cause any payment made under this Agreement to be deemed a preference under the bankruptcy rules, regulations or statutes.

4. Termination. This Agreement shall terminate after the total amount from the table in Section 1 is paid in full; provided that, if the Taxpayer fails to comply with the payment

provisions of this Agreement, the City may terminate the Agreement by giving to the Contractor thirty (30) days written notice of the City's intention to terminate.

5. Assignment and Subcontract. The Taxpayer may not assign any portion of this Agreement without the prior written consent of the City.

6. 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 bind any of the parties hereto. This Agreement consolidates and replaces the agreement dated November 30, 2012 for the delinquent 2011 gambling taxes and the agreement dated April 17, 2013 for the delinquent 2012 gambling taxes. Either party may request changes in the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

7. Notices. Payment and administrative notices to the City of Burien shall be sent to the following address:

Kim Krause
City of Burien
400 SW 152nd St., Suite 300
Burien, Washington 98166
Telephone: (206) 439-3150
E-mail: kimk@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:

Rich LeMieux, General Manager
Wizards Casino
15739 Ambaum Blvd SW
Burien, WA 98166
Telephone: (206) 445-8923
E-mail: rich.lemieux@wizardscasino.biz

8. 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 17th day of September, 2013

TAXPAYER

By: _____

Title: _____

Date: _____

CITY OF BURIEN, WASHINGTON

By: _____

Title: Interim City Manager

Date: _____



Burien

Washington, USA

400 SW 152nd St., Suite 300, Burien, WA 98166
Phone: (206) 241-4647 • FAX (206) 248-5539
www.burienwa.gov

MEMORANDUM

TO: Honorable Mayor and Members of the City Council
FROM: Craig Knutson, Interim City Manager
DATE: September 16, 2013
SUBJECT: City Manager's Report

I. INTERNAL CITY INFORMATION

A. Seahurst Park Construction Update (Page 281)

The Parks, Recreation & Cultural Services (PaRCS) Department staff are following up on Council requests related to neighborhood notification and filmed documentation of construction work for the Seahurst Park construction update. With the assistance of the Hurstwood Neighborhood Association Board, households in the Hurstwood neighborhood are being contacted and staff is distributing the advisory flyer (attached) about the project and its anticipated impacts. Signage is also being prepared for posting at neighborhood trailheads for notification prior to and during construction activities. Project cameras are being researched and there is potential for the installation of a webcam at the Marine Technology Lab building. In addition to the webcam, staff is pursuing options for video chronicling of the project to document project milestones throughout the construction phase. The filming would be available on TBC21 in segments. Thus far, the following efforts have been made to inform the public about the upcoming park closure:

- The flyer (attached) circulated to the Hurstwood Neighborhood Association
- An article in the Fall Recreation Guide
- An Article in the Summer Recreation Guide
- Newsflashes on City website, linking to project webpage, www.BurienWA.gov/SeahurstProject
- An article in the September edition of the City Newsletter (which was recently sent to the City's E-news subscribers, as well as over 5,000 Parks Department E-news subscribers)
- Mentioned in the March edition of the City Newsletter
- Press releases recently picked up by the local blogs and the Highline Times, as well as news reports on KOMO news, and KING 5
- Notices to the City's and the PaRCS Department's Facebook and Twitter followers
- Notices to Seahurst Park's Facebook followers
- Notices to PaRCS Department's YouTube followers
- Notices to Seahurst Park Geocache owners.

B. Elementary School Surveys (Page 283)

In June, PaRCS distributed a recreational interest survey to families at four elementary schools in Burien. The goal was to identify recreation programs parents want for their children, themselves, and/or their families that could be provided directly at their school site. Cedarhurst, Gregory Heights, Hazel Valley, and Shorewood were chosen with the intent of obtaining broad-based feedback from different geographical regions of the City. The majority of responses from all four schools expressed a desire for on-site, after-school programs for children that focus on physical activities. Parents would also like to have adult exercise, dance, and related enrichment programs offered at their neighborhood school during off-school hours. The staff memo (attached) summarizes the results of the surveys.

C. Lake Burien School Memorial Park Tennis Court Resurfacing

The tennis courts at Lake Burien Park have been given a much-needed facelift. The project began on August 26, 2013, and lasted two weeks. The work was performed by Mid Pac Construction Inc., at a contracted price of \$21,079. Updates included patching and repairing of existing cracked surfaces, resurfacing and repainting the courts, adding new nets and poles, restriping the tennis courts and adding pickle ball court striping. Earlier this summer, staff met with both tennis players and pickle ball players to discuss the shared use of the courts and the response was very positive for the addition of the pickle ball usage.

D. Arts-a-Glow Receives Grant

PaRCS recently received a \$1,904 grant from the Washington Arts Commission (ArtsWA) to help fund artist installations at this year's Arts-A-Glow event, which was held Saturday, September 7, in Dottie Harper Park. This is the first grant that PaRCS has received from ArtsWA.

E. Summer Camps Achieve Targeted Enrollment

Both the elementary school-aged program (Camp Craz) and program for middle schoolers (Summer Teen Scene-STS) had strong registrations this year. Eleven weeks of camp were offered this summer, with seven Camp Craz weeks filled to capacity and all weeks of STS filled to capacity with many on wait lists. Though some participants may sign up for a week or two of camp, most participants spend all summer with our programs. Both programs were held Monday-Friday, 6:30 am-6:00 pm.

F. Lake Burien and North SeaTac Park Concerts

Wednesday and Thursday evenings this summer offered an impressive schedule of high-quality entertainment for families in each of these parks. Lake Burien School Memorial Park's audience averaged around 500 people per evening. The North SeaTac Park series was co-sponsored by the City of SeaTac Parks and Recreation and averaged around 175 people. Only one concert was relocated to the Burien Community Center due to rain.

G. Planning Begins for New Joint Programs with Highline Schools

Staff will meet with school principals at Hazel Valley Elementary School and Highline High School this month to start planning the new Highline Schools and City of Burien after-school programs. The schools will offer tutoring, while PaRCS will provide enrichment programs. The Highline High School program concept was initiated by the school's Police Resource Officer, and also includes the Boy Scouts and Police Athletic League as primary partners. The Hazel Valley program will be open to 100 students and the Highline HS program will enroll 40 ninth graders.

H. International Union of Operating Engineers (IUOE) Local 302 Employees File Petition to Decertify

On August 29, 2013, the City received notification from the State of Washington Public Employment Relations Commission (PERC) that City employees currently represented by IUOE Local 302 have filed a petition to no longer be represented by IUOE Local 302. After PERC verifies that 30% of the affected employees support the petition, they will conduct a mail-in ballot election. Results should be available within 4–6 weeks.

I. Employees Participate in Organizational Cultural Survey

Beginning in 2007, one of the City's organizational objectives has been to vision into the future where we want to be and what we want to grow towards as an effective organization. In-house, it is referred to as the "Good2Great" or "G2G" Program. To that end, in 2007, all employees participated in an Organizational Culture and Effectiveness Survey (OCES) to create a baseline and participate in the development of a plan to lead the City of Burien forward as an organization. The OCES (now re-named the OCI) is not an employee satisfaction survey, but a scientific assessment of the organization that provides a cultural snapshot of the combined behavioral norms and expectations. It measures what is expected of employees, or technically speaking, the behavioral norms and expectations which may reflect the more abstract aspects of behavioral norms associated with three general types of cultures – Constructive, Passive/Defensive, and Aggressive/Defensive. It also assesses outcomes associated with these different cultural norms, including employees' role clarity, role conflict, and satisfaction. Every three years (including this year), progress toward the organizational vision is measured. During the last few weeks, 80% of employees voluntarily participated in the triennial survey. Consultant Rosie Baker will share the results of the survey with all employees on September 25 during the All-Staff Meeting.

II. COUNCIL UPDATES/REPORTS

A. Citizen Action Report (CAR) (Page 285)

Staff has provided Council with the attached August Citizen Action Report.

B. August Construction Permit Reports (Page 295)

Attached are the monthly reports for "Construction Permits Issued" and "Construction Permit Applications Received" during the month of August. The total number of construction permit applications received decreased slightly as did the total valuation of construction costs compared with July. The total number of construction permits issued in August also decreased slightly when compared with July. The total valuation of Construction Permits issued decreased significantly over July's results. The decrease in number of applications and permits is primarily in the area of right of way permits. Other permit types and applications remained consistent or showed an increase.

C. Seattle City Light Underground Financing (Page 297)

Pursuant to Councilmember Block's request for staff to research refinancing Seattle City Light's cost to underground 1st Avenue South, City staff and bond counsel have spent considerable time researching this matter. Attached are a memorandum from Finance Director Kim Krause and a white paper from bond counsel Pacifica Law Group. If Council would like to discuss this matter further, it could be scheduled for an upcoming meeting. However, staff's recommendation is to discontinue pursuit of issuing debt for SCL's undergrounding costs, as it would significantly deplete the City's debt capacity without commensurate savings to Burien ratepayers.

D. Councilmember Awarded Certificate (Page 303)

Councilmember Jack Block, Jr., recently earned the Advanced Certificate of Municipal Leadership (CML) from Association of Washington Cities (AWC). This certificate is awarded when an elected official achieves 60 or more credits in such training areas as the law, planning for the future, securing and managing funds, and fostering community and staff relationships.

E. Letter from Metropolitan King County Council, District Four (Page 305)

Mayor Bennett received a letter (attached) from Larry Phillips, Metropolitan King County Councilmember, to announce that Ordinance 2013-0226 passed, allowing King County to enter into an interlocal agreement with Burien to extend historical preservation services.

F. Study Session Topics (Page 307)

This is in response to Councilmember McGilton's request at the August 19 Regular Council meeting, asking staff to review previous Study Session topic items to determine which items the Council would still be interested in and to have a formal process to add items. Attached is a list of topics that staff has tentatively scheduled for discussion and topics that have already been discussed. Regarding a formal process to add items, staff maintains a list of all known or requested items for future

Council agendas per Section 3 of the City Council Meeting Guidelines. Staff suggests that at each Study Session the Council could have the opportunity by consensus or formal vote to decide whether to add or change topics and/or their scheduled meeting dates.

G. Notices: (Page 309)

The following (attached) Notices were published:

- Notice of Application: Construction of a Single-Family home within a geologic hazard area and modification of a stream buffer. Lot lines will also be adjusted in conjunction with the proposal. Written comments must be received prior to 5:00 pm on September 20, 2013.
- Notice of Application: Short Plat One Residential Lot into Three Residential Lots. Written comments must be received prior to 5:00 pm on Friday, October 11, 2013.
- Notice of Decision: Short Plat One Residential Lot into Two Residential Lots; Preliminary Approval with Conditions.
- Public Hearing Notice: The City of Burien Planning Commission will hold a public hearing on September 25, 2013, at 7:00 pm, at Burien City Hall, 400 SW 152nd St., Suite 300, to receive public comments on interim zoning regulations governing recreational marijuana.
- Public Hearing Notice: The City of Burien Hearing Examiner will hold a public hearing on September 24, 2013, at 9:30 am at the Miller Creek Conference Room, Burien City Hall, 400 SW 152nd Street, Suite 300, to receive public comments on an application to subdivide two existing residential lots totaling 2.19 acres into fourteen single-family residential lots.

Seahurst Park Shoreline Restoration Project

To Our Hurstwood Neighbors:

The Seahurst Park North Shoreline Restoration project follows earlier shoreline restoration work completed in 2005 with the Corps of Engineers along the southern shore of the park, and the results will be similar, but on a larger scale. The project is currently anticipated to begin in late September 2013 or early October, depending on contract award. The project area includes 2,800 feet of shoreline and extends from the park's lower parking lot to the northern park boundary and to the lower slopes of the forested bluffs.



The goal of the Seahurst project is to restore natural nearshore ecological processes to sustain a naturally functioning park shoreline and contribute to nearshore function within and beyond the park boundaries. The project will help re-establish the habitat that benefits endangered Chinook salmon and other species of salmon. Restoration of the gravel beach will provide a place for forage fish such as surf smelt and sandlance to spawn and become a food source for salmon. The restoration will also improve the nearshore eelgrass beds, which are used by juvenile salmon. Besides helping salmon, the project will extend the beaches at the park. Riparian planting will be added along most of the length of the project, with a small wetland/estuary added and supported by the North Creek and two smaller, perennial streams. The main park trail will be restored in the approximate location of the existing service road.

During the construction project the park will be closed to the public, with only the upper trails available for public use. The shoreline of the park will not be accessible and there will be construction fencing and clear signage at park entrances, including the main entrance at 13th Ave. SW and SW 140th St. and the pedestrian access at 17th Ave. SW and SW 140th St. (16th Pl SW). Currently, most upper trail users are those local neighbors who are walking from their homes. There will be clear signage at the upper trail entrances and at the closure points at the lower ends informing any visitors that the trails are closed prior to the shoreline. City staff, the Corps of Engineers, project contractors and Burien Police will coordinate activities and work together to maintain security within the closed construction site, as well as monitor and address illegal and detrimental impacts to area neighborhoods.

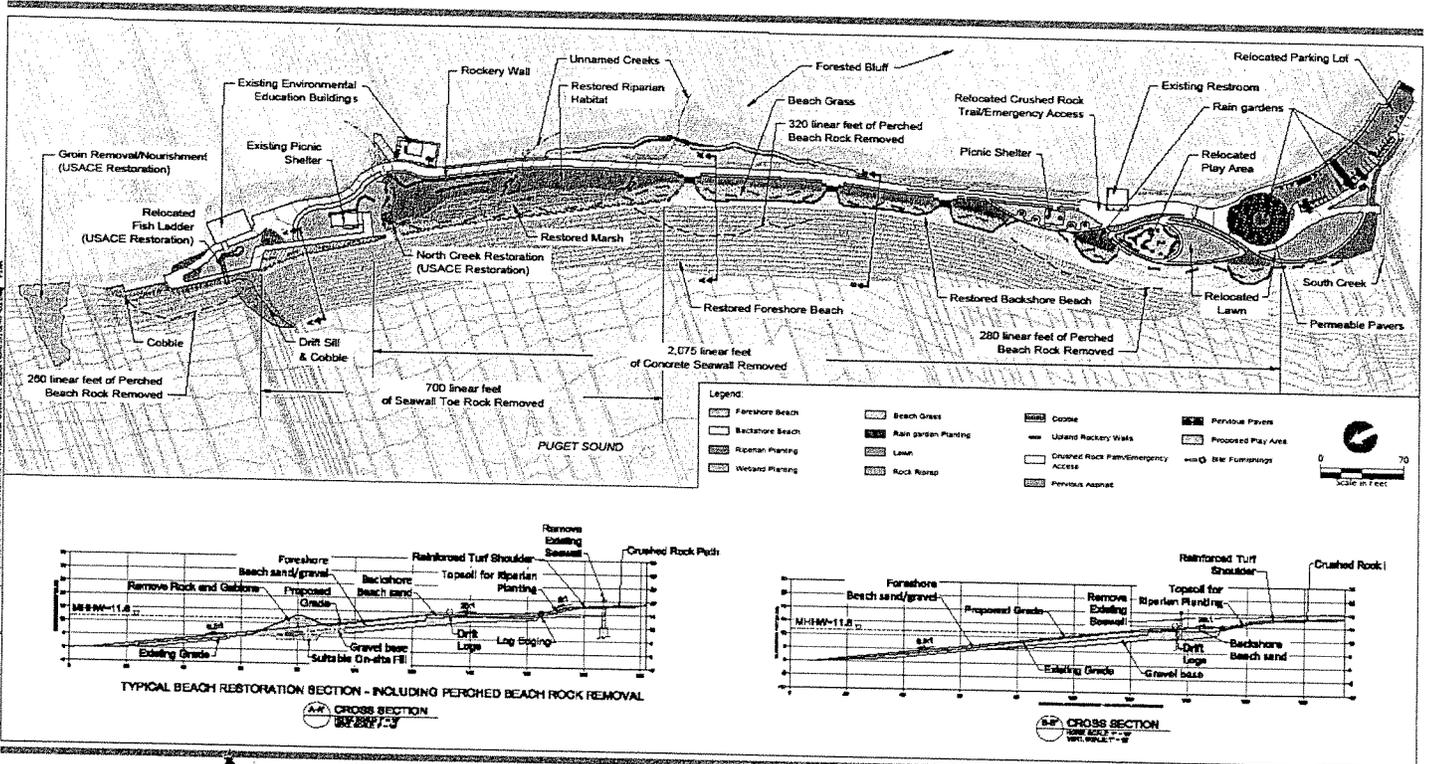
Local residents would also be interested in knowing that the contractor will be required to barge all materials related to the removal of the seawall and restoration of the beaches, rather than use surface streets out of the park. This will greatly reduce impacts to the local neighbors and roads.

Signage will go up after the construction contract is awarded and the construction start date is confirmed.

Thank you.

Michael Lafreniere, Department Director
City of Burien Department of Parks, Recreation and Cultural Services
206-988-3700

Steve Roemer, Parks Manager



For Updated Project Information: www.burienwa.gov/SeahurstProject

CITY OF BURIEN, WASHINGTON

MEMORANDUM

TO: Michael Lafreniere, Director of Parks, Recreation, and Cultural Services
FROM: Debbie Zemke, Recreation Manager
Date: September 3, 2013
SUBJECT: Recreation Interest Surveys — Burien Elementary Schools

In June, PaRCS distributed a recreational interest survey to families at four Burien elementary schools. The goal was to identify what priority recreation programs parents would like scheduled at their school site for their children, themselves, and/or their families. Cedarhurst, Gregory Heights, Hazel Valley, and Shorewood Schools were chosen with the intent of obtaining broad-based feedback from different geographical regions of the city.

The total number of surveys returned varied between schools, ranging from a total of 27 to 89. Both English and Spanish surveys were distributed. Each school's principal also recorded an automated call to each school's family in both English and Spanish to remind parents to look for the survey in their child's backpack and to return the survey by the deadline date.

Survey Results

A majority of families said that they would:

1. Register their child or themselves for recreation programs held at their school
2. Register their child for an After School program (homework assistance/enrichment) at their school
3. Prefer their child to participate in physical activities after school versus homework assistance or visual/performing arts programs
4. Prefer an after-school program to run 5 days/week
5. Possibly contribute some payment towards such a program
6. Desire evening recreation classes also offered for parents (exercise, dance, sports, computer instruction, ELL classes)
7. Be interested in having multi-age programs offered for the whole family (cultural celebrations, indoor and outdoor family sports, etc.)

PaRCS staff will be referencing this information for planning future school site-based programming. Staff will also be recommending whether the new Hazel Valley After-School program should be expanded to other school sites following the completion of this pilot program in Spring 2014.



Burien

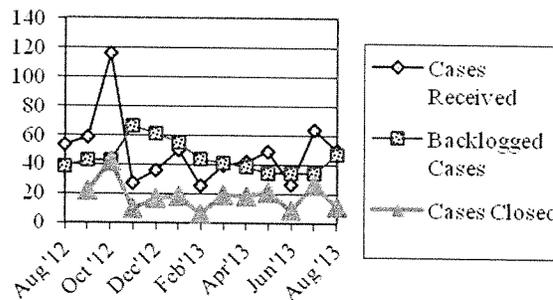
Washington, USA

CITY OF BURIEN MEMORANDUM

DATE: September 5, 2013
TO: Craig D. Knutson, Interim City Manager
FROM: Cynthia Schaff, Paralegal
RE: 2013 Citizen Action Report

This report reflects the caseload for August and includes all backlog cases open as of August 31, 2013. As of that date, there were 91 open cases. 47 of the open cases are more than five weeks old and are considered backlog. There were 50 cases opened during the month of August, 22 cases initiated by staff/police/fire, and 28 cases initiated by residents. 11 of the cases opened during the month of August were closed within the month.

Citizen Action Case Status



	Aug '12	Sep '12	Oct '12	Nov' 12	Dec' 12	Jan' 13	Feb' 13	Mar '13	Apr' 13	May '13	Jun' 13	Jul' 13	Aug '13
Cases Closed		22	42	10	17	18	6	19	18	21	9	26	11
Cases Received	53	58	116	27	36	50	25	39	42	49	26	64	50
% Cases Closed/Received		38%	36%	37%	47%	36%	24%	49%	43%	43%	35%	41%	22%
Backlogged Cases	38	43	43	66	61	55	44	41	38	34	34	34	47
Total Open Cases	62	72	125	88	84	84	77	63	60	63	52	75	91
% of Backlog	61%	60%	34%	75%	73%	65%	57%	65%	63%	54%	65%	45%	52%

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

Cc: Chip Davis, Community Development Director
 Jim Bibby, Code Enforcement Officer
 Maiya Andrews, Public Works Director

Michael Lafreniere, Parks Director
 Jan Vogee, Building Official



Monthly Report to the City Manager
Citizen Action Request Case Status

Report Date: 09/05/2013

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
665	Code Enforcement	CAR-11-0486	11/10/2011	Nuisance	16331 MAPLEWILD AV SW Nuisance-Golka-Zone 3	Other - See Notes	08/07/2013	Open
533	Fire Department	CAR-12-0110	03/21/2012	Fire Department Issue	420 SW 154TH ST Fire Issue-Laru Apts-Zone 3	Case Received	03/21/2012	Open
533	Fire Department	CAR-12-0111	03/21/2012	Fire Department Issue	615 AMBAUM BL SW Fire Issue-Condos-Zone 3	Case Received	03/21/2012	Open
533	Fire Department	CAR-12-0112	03/21/2012	Fire Department Issue	15800 4TH AV S Fire Issue-Woodcrest Apt-Zone 4	NOV Issued	07/11/2013	Open
469	Code Enforcement	CAR-12-0203	05/24/2012	Nuisance	12657 12TH AV S Nuisance, Vehicles, House-Towle-Zone 2	NOV Issued	01/23/2013	Open
430	Fire Department	CAR-12-0284	07/02/2012	Fire Department Issue	12448 AMBAUM BL SW Fire Issue-Clifton Apts-Zone 1	NOV Issued	04/16/2013	Open
406	Fire Department	CAR-12-0311	07/26/2012	Fire Department Issue	12400 28TH AV S Fire Alarm-Woodbridge Apts.-Zone 2	Phone Call	07/30/2012	Open
387	Code Enforcement	CAR-12-0338	08/14/2012	Business License	502 SW 138TH ST Business License/Home Occ.-Parkers Moving-Zone 1	Other Letter	02/28/2013	Open
339	Code Enforcement	CAR-12-0431	10/01/2012	Fire Department Issue	18050 DES MOINES MEMORIAL DR S Fire/Building-New Owner-Zone 4	Enforcement Letter 1	11/21/2012	Open
238	Code Enforcement	CAR-13-0016	01/10/2013	Nuisance	13417 4TH AV S Nuisance, Trash-Alcantar-zone 2	NOV Issued	06/03/2013	Open

Binder_name: CARReports

Sheet_name: Monthly Report to the City Manager

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
238	Building	CAR-13-0018	01/10/2013	Building	14901 28TH AV SW Building/ROW Issue-Winston-Zone 3	Case Received	01/10/2013	Open
225	Code Enforcement	CAR-13-0030	01/23/2013	Nuisance	856 SW 125TH ST Vacant House-Dang-Zone 1	Other - See Notes	07/18/2013	Open
219	Code Enforcement	CAR-13-0036	01/29/2013	Nuisance	13825 DES MOINES MEMORIAL DR S Vehicles/Trash-Haberzettl -Zone 4	NOV Issued	06/03/2013	Open
219	Code Enforcement	CAR-13-0051	01/29/2013	Housing Concerns	12456 ROSEBERG AV S Housing, No Water-Prasad, Rental-Zone 2A	NOV Issued	07/17/2013	Open
218	Code Enforcement	CAR-13-0037	01/30/2013	Nuisance	12054 3RD AV S Vehicles-Meth-Zone 2	NOV Issued	05/31/2013	Open
164	Code Enforcement	CAR-13-0120	03/25/2013	Nuisance	949 SW 130TH ST Nuisance, Trash debris-Taylor-Zone 1	Phone Call	05/15/2013	Open
149	Code Enforcement	CAR-13-0129	04/09/2013	Nuisance	2621 S 125TH ST Junk Vehicles-James-Zone 2	NOV Issued	07/11/2013	Open
149	Code Enforcement	CAR-13-0133	04/09/2013	Nuisance	2607 S 125TH ST Vehicle-Barter-Zone 2	Enforcement Letter 1	05/15/2013	Open
133	Public Works	CAR-13-0159	04/25/2013	ROW Issue	3502 SW 172ND ST ROW Issue, Fence-Saxwold-Zone 3	Enforcement Letter 1	07/17/2013	Open
128	Code Enforcement	CAR-13-0161	04/30/2013	Nuisance	648 S 159TH ST Junk Vehicles/Vacant-Murray-Zone 4	Phone Call	05/23/2013	Open
127	Code Enforcement	CAR-13-0163	05/01/2013	Nuisance	13023 12TH AV S Nuisance, Vacant, Vehicles-Tran-Zone 2	NOV Issued	07/18/2013	Open
113	Code Enforcement	CAR-13-0180	05/15/2013	Nuisance	15028 12TH AV SW Nuisance, Trash & Debris-Do-Zone 3	NOV Issued	07/18/2013	Open
112	Code Enforcement	CAR-13-0191	05/16/2013	Business License	425 S 150TH ST Business License-Residential & Building Maintenance Repair-Zone 4	Phone Call	06/03/2013	Open
99	Code Enforcement	CAR-13-0202	05/29/2013	Nuisance	638 S 159TH ST Nuisance-Boteler-Zone 4	Enforcement Letter 1	06/03/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
97	Code Enforcement	CAR-13-0212	05/31/2013	ROW Issue	2824 SW 171ST ST ROW Rockery collapse-Hwang-Zone 3	NOV Issued	07/17/2013	Open
94	Code Enforcement	CAR-13-0215	06/03/2013	Drainage - Private	15641 20TH AV SW Drainage Private to Private-Robinson-Zone 3	Enforcement Letter 1	06/06/2013	Open
87	Code Enforcement	CAR-13-0217	06/10/2013	Animals	12039 21ST AV S Animals, Set Back-Melgoza Zone 2	Enforcement Letter 1	06/12/2013	Open
80	Code Enforcement	CAR-13-0230	06/17/2013	Nuisance	12433 20TH AV S RV Living-Calderon-Zone 2	Enforcement Letter 1	07/31/2013	Open
72	Code Enforcement	CAR-13-0235	06/25/2013	Nuisance	14431 8TH AV S Vehicles-Larson-Zone 4	NOV Issued	08/08/2013	Open
70	Code Enforcement	CAR-13-0246	06/27/2013	Building	3540 SW 172ND ST Building Permit-Manola-Zone 3	Enforcement Letter 1	08/09/2013	Open
70	Code Enforcement	CAR-13-0265	06/27/2013	Nuisance	1036 S 128TH ST Nuisance, Vacant House-Kudlaty-Zone 2	Enforcement Letter 1	08/20/2013	Open
66	Code Enforcement	CAR-13-0238	07/01/2013	Nuisance	14016 6TH AV S Fence, Vegetation-Royal-Zone 2	Case Received	07/01/2013	Open
66	Code Enforcement	CAR-13-0242	07/01/2013	Nuisance	1015 S 138TH ST Trash/Vegetation-Eung-Zone 1	NOV Issued	08/29/2013	Open
66	Code Enforcement	CAR-13-0243	07/01/2013	Nuisance	13628 10TH AV S Vegation/Trash-Lopez-Valenzuela-Zone 2	Other - See Notes	07/09/2013	Open
66	Code Enforcement	CAR-13-0245	07/01/2013	Nuisance	12650 2ND AV S Vegetation-Albarran-Zone 2	Case Received	07/01/2013	Open
66	Code Enforcement	CAR-13-0248	07/01/2013	Nuisance	12602 OCCIDENTAL AV S Nuisance, Vehicles-Brown-Zone 2	NOV Issued	08/29/2013	Open
65	Code Enforcement	CAR-13-0249	07/02/2013	Nuisance	1004 S 136TH ST Nuisance-Covey-Zone 2	Case Received	07/02/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
62	Code Enforcement	CAR-13-0259	07/05/2013	Nuisance	16647 8TH AV SW Vehicles/Vegetation-Clutter-Zone 3	Case Received	07/05/2013	Open
58	Code Enforcement	CAR-13-0263	07/09/2013	Fire Department Issue	Fire Dept-Extinguisher-Zone 1	Case Received	07/09/2013	Open
56	Code Enforcement	CAR-13-0268	07/11/2013	Nuisance	2606 S 128TH ST Nuisance, Vacant-Eller-Zone 2	Enforcement Letter 1	08/08/2013	Open
52	Code Enforcement	CAR-13-0274	07/15/2013	Nuisance	11833 3RD AV S Nuisance - Tran - Zone 2	Enforcement Letter 1	08/30/2013	Open
51	Code Enforcement	CAR-13-0277	07/16/2013	Fire Department Issue	12411 DES MOINES MEMORIAL DR S Fire Issue,Deck Railing-Velez-Zone 2	Enforcement Letter 1	08/14/2013	Open
50	Code Enforcement	CAR-13-0281	07/17/2013	Building	12028 10TH AV S Permits, Building/Electrical- Beler-Zone 2	Case Received	07/17/2013	Open
50	Code Enforcement	CAR-13-0282	07/17/2013	Fire Department Issue	901 SW 148TH ST Fire Issue-Skippers-Zone 1	Enforcement Letter 1	08/06/2013	Open
50	Code Enforcement	CAR-13-0283	07/17/2013	Sign Violation	Signs, Graffiti-Home Run-Zone 1	Enforcement Letter 1	07/18/2013	Open
50	Code Enforcement	CAR-13-0284	07/17/2013	Housing Concerns	11837 DES MOINES MEMORIAL DR S Housing Issues-Church-Zone 2	Enforcement Letter 1	09/04/2013	Open
49	Code Enforcement	CAR-13-0287	07/18/2013	Nuisance	625 SW 122ND ST Vegetation/Vacant-Croston-Zone 1	Case Received	07/18/2013	Open
45	Code Enforcement	CAR-13-0290	07/22/2013	Housing Concerns	16035 25TH AV SW Seymour-Housing-Zone 3	Case Received	07/22/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
44	Code Enforcement	CAR-13-0291	07/23/2013	Nuisance	14803 12TH AV SW Nuisance-Sacchetti-Zone 3	Case Received	07/23/2013	Open
44	Code Enforcement	CAR-13-0292	07/23/2013	Apartment Complex	12002 4TH AV SW Vacant/Graffiti-Robertson-Zone 1	Case Received	07/24/2013	Open
41	Code Enforcement	CAR-13-0296	07/26/2013	Nuisance	12615 14TH AV S Vacant-Haydon-Zone 2	Enforcement Letter 1	08/16/2013	Open
38	Code Enforcement	CAR-13-0303	07/29/2013	Nuisance	412 S 144TH ST Vehicles-Rosenstiel-Zone 4	Case Received	07/29/2013	Open
36	Code Enforcement	CAR-13-0301	07/31/2013	Housing Concerns	646 SW 152ND ST Housing, Illegal Dwelling-Phung-Zone 3	Enforcement Letter 1	08/16/2013	Open
31	Code Enforcement	CAR-13-0304	08/05/2013	Nuisance	Overgrown Vegetation-Saedi-Zone 1	Enforcement Letter 1	08/28/2013	Open
31	Code Enforcement	CAR-13-0307	08/05/2013	Planning / Zoning	Planning/Zoning Temporary Use-WD 20-Zone 2	Case Received	08/08/2013	Open
31	Code Enforcement	CAR-13-0308	08/05/2013	Planning / Zoning	Planning/Zoning-Dunn-Zone 2	Case Received	08/08/2013	Open
29	Code Enforcement	CAR-13-0312	08/07/2013	Nuisance	13641 2ND AV S Nuisance, Vegetation-Hoggan-Zone 2	Case Received	08/07/2013	Open
29	Code Enforcement	CAR-13-0315	08/07/2013	Other	16625 16TH AV SW Fence Height-Restad-Zone 3	Phone Call	08/28/2013	Open
28	Code Enforcement	CAR-13-0306	08/08/2013	Nuisance	16028 14TH AV SW Nuisance/Vacant-Moikobu-Zone 3	Enforcement Letter 1	08/28/2013	Open
28	Code Enforcement	CAR-13-0310	08/08/2013	Nuisance	1512 SW 160TH ST Nuisance, Vacant, Vegetation-Federal National-Zone 3	Enforcement Letter 1	08/12/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
24	Code Enforcement	CAR-13-0311	08/12/2013	Nuisance	655 SW 143RD ST Nuisance-Trash, Garbage-Rowden-Zone 1	Case Received	08/12/2013	Open
23	Code Enforcement	CAR-13-0314	08/13/2013	Nuisance	12443 OCCIDENTAL AV S Garbage-Lally-Zone 2	Case Received	08/13/2013	Open
23	Code Enforcement	CAR-13-0321	08/13/2013	Business License	148 SW 153RD ST Business License, Grupo Camino Real-Nguyen-Zone 3	Enforcement Letter 1	08/16/2013	Open
22	Code Enforcement	CAR-13-0322	08/14/2013	Nuisance	12441 1ST AV SW Nuisance, Trash-Eidem-Zone 1	Case Received	08/14/2013	Open
22	Code Enforcement	CAR-13-0323	08/14/2013	Nuisance	153 S 120TH ST Nuisance-Azpitarte-Zone 2	Case Received	08/14/2013	Open
22	Code Enforcement	CAR-13-0324	08/14/2013	Nuisance	147 S 120TH ST Nuisance-Hickey-Zone 2	Case Received	08/14/2013	Open
22	Code Enforcement	CAR-13-0325	08/14/2013	Nuisance	Nuisance, Illegal Dump-Boukalis-Zone 3	Enforcement Letter 1	08/15/2013	Open
21	Code Enforcement	CAR-13-0326	08/15/2013	Nuisance	12043 5TH AV S Nuisance, Vehicles, RV Living-Brown-Zone 2	Enforcement Letter 1	09/05/2013	Open
17	Code Enforcement	CAR-13-0327	08/19/2013	Nuisance	528 S 144TH ST Vacant-Locken-Zone 4	Case Received	08/19/2013	Open
14	Code Enforcement	CAR-13-0328	08/22/2013	Nuisance	208 S NORMANDY RD Garbage-Keeth-Zone 4	Case Received	08/22/2013	Open
14	Code Enforcement	CAR-13-0329	08/22/2013	Nuisance	618 SW 126TH ST Vehicle Repair - Vo-Zone 1	Enforcement Letter 1	08/30/2013	Open
14	Code Enforcement	CAR-13-0332	08/22/2013	Nuisance	14208 4TH AV S Mattress-Shaglani-Zone 4	Case Received	08/26/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
10	Code Enforcement	CAR-13-0333	08/26/2013	Planning / Zoning	3501 SW 171ST ST Planning-Soderlind - Zone 3	Enforcement Letter 1	09/04/2013	Open
10	Code Enforcement	CAR-13-0334	08/26/2013	Rental Housing License	210 SW 154TH ST Rental Housing License-Cheng-Zone 3	Case Received	08/26/2013	Open
10	Code Enforcement	CAR-13-0335	08/26/2013	Rental Housing License	1111 SW 148TH ST Rental Housing License-Glenn, Allstrom-Zone 3	Case Received	08/26/2013	Open
10	Code Enforcement	CAR-13-0336	08/26/2013	Rental Housing License	135 SW 116TH ST Rental Housing License-KC, Arbor Hts-Zone 1	Case Received	08/26/2013	Open
10	Code Enforcement	CAR-13-0337	08/26/2013	Rental Housing License	1634 SW 114TH ST Rental Housing License-Fernandez-Zone 1	Case Received	08/26/2013	Open
10	Code Enforcement	CAR-13-0338	08/26/2013	Rental Housing License	14405 8TH AV SW Rental Housing License-Buckner, Hallmark-Zone 1	Case Received	08/26/2013	Open
10	Code Enforcement	CAR-13-0339	08/26/2013	Rental Housing License	14608 11TH AV SW Rental Housing License-Baker, K. Baker Apts-Zone 3	Case Received	08/26/2013	Open
10	Code Enforcement	CAR-13-0340	08/26/2013	Rental Housing License	15500 2ND AV S Rental Housing License-Pang-Mustang II-Zone 4	Case Received	08/26/2013	Open
10	Code Enforcement	CAR-13-0342	08/26/2013	Rental Housing License	11412 20TH AV S Rental Housing License-Thompson, Rainier Court-Zone 3	Case Received	08/26/2013	Open
10	Code Enforcement				1833 S 116TH ST			

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
		CAR-13-0343	08/26/2013	Rental Housing License	Rental Housing License-Winder, Winder Apts-Zone 2	Case Received	08/26/2013	Open
10	Code Enforcement	CAR-13-0344	08/26/2013	Rental Housing License	1831 S 116TH ST Rental Housing License-Winder,Winder II Apts-Zone 2	Case Received	08/26/2013	Open
10	Code Enforcement	CAR-13-0345	08/26/2013	Rental Housing License	15502 4TH PL SW Rental Housing License-Maier, View Ridge Town Homes-Zone 3	Case Received	08/26/2013	Open
10	Code Enforcement	CAR-13-0346	08/26/2013	Rental Housing License	Rental Housing License-Baisch, Sound View Estates-Zone 1	Case Received	08/26/2013	Open
10	Code Enforcement	CAR-13-0347	08/26/2013	Rental Housing License	12731 SW 128TH ST Rental Housing License-Assoc.West Real Estate, Stratford Square-Zone 1	Case Received	08/26/2013	Open
9	Code Enforcement	CAR-13-0348	08/27/2013	Rental Housing License	219 S 156TH ST Rental Housing License-Windsor Court-Zone 4	Case Received	08/27/2013	Open
9	Code Enforcement	CAR-13-0349	08/27/2013	Rental Housing License	15612 8TH AV SW Rental Housing License-Farnam, Farnam Apts.-Zone 3	Case Received	08/27/2013	Open
9	Code Enforcement	CAR-13-0350	08/27/2013	Rental Housing License	11209 DES MOINES MEMORIAL DR S Rental Housing License-Squire LLC, Country Squire Apts.-Zone 2	Case Received	08/27/2013	Open
8	Code Enforcement	CAR-13-0351	08/28/2013	Nuisance	636 SW 128TH ST Vacant/Overgrown-Hussey-Zone 1	Case Received	08/28/2013	Open
7	Code Enforcement	CAR-13-0353	08/29/2013	Business License	630 SW 153RD ST Business License-Primerica, Boukalis-Zone 3	Case Received	08/29/2013	Open



Burien

Washington, USA

Summary of Permits Applications Received – August 2013

Type Permit	Count	Valuation
Building	33	\$ 1,318,762
Damage	1	
Demolition	4	\$ 15,000
Electrical	86	\$ 241,952
Fire Protection	13	\$ 73,968
Mechanical	30	\$ 17,250
Plumbing	18	\$ 50,150
Right of Way	24	
Sign	11	\$ 8,540
Totals :	220	\$ 1,725,622



Burien

Washington, USA

Summary of Permits Issued – August 2013

Type Permit	Count	Valuation
Building	37	\$ 1,141,224
Damage	1	
Demolition	5	\$ 15,100
Electrical	83	\$ 205,127
Fire Protection	9	\$ 35,791
Mechanical	33	\$ 355,450
Plumbing	15	\$ 42,200
Right of Way	27	
Sign	9	\$ 2,040
Totals :	219	\$ 1,796,932

CITY OF BURIEN
MEMORANDUM



DATE: September 9, 2013
TO: Craig Knutson, Interim City Manager
FROM: Kim Krause, Finance Director
SUBJECT: Seattle City Light Undergrounding Financing

This memo is in response to Councilmember’s Block’s request to research refinancing Seattle City Light’s cost to underground 1st Avenue South. To date, SCL has financed approximately \$19.2 million for both phases of the project and is charging 5% interest over 25 years.

Staff asked the City’s bond counsel, Pacifica Law Group, to determine if the City could issue debt for this project because the City does not own the assets. They prepared a white paper, which is attached to this memo. Pacifica determined that the City could issue debt but the bonds would be taxable because the City does not own the infrastructure that is being financed, increasing the interest rate by a significant margin.

The following is a table on the interest rates and annual debt service on taxable bonds.

# of Years	Average Annual Debt Service	Total Debt Service	True Interest Cost
25	\$1,462,453	\$36,561,313	5.69%
20	\$1,589,582	\$31,791,638	5.34%
10	\$2,383,338	\$23,833,377	4.08%

During Seattle City Light’s Council presentation on July 15, they indicated that Burien could negotiate continued collection of the undergrounding surcharge for an administrative fee. With the completion of Phase II of the 1st Avenue South project, Seattle City Light’s undergrounding surcharges to Burien ratepayers will increase to approximately \$1.4 million per year. While this amount almost covers the debt service for 25-year bonds, it is significantly less than the amount required to pay debt service on 10-year bonds. The City’s General Fund would have to make up the balance of approximately \$1 million per year or ask Seattle City Light to substantially increase the undergrounding surcharge. The addition of the Seattle City Light administrative fee and debt issuance cost would further reduce the .92% interest rate savings. Pacifica Law Group’s analysis also concludes that the surcharge constitutes a revenue of Seattle City Light’s electric utility system and will be subject to the flow of funds, or priority of

payments, outlined in SCL’s bond covenants. The practical implication of this for the City is that the Burien surcharge would be remitted to the City *only* if other utility revenues are sufficient to pay senior lien obligations.

Issuing this debt would also exhaust almost all of the City’s remaining debt capacity, leaving little room to finance our own projects. The following schedule shows the City’s current debt and remaining capacity.

Total Assessed Value for 2013 Property Taxes:	\$3,957,026,189
Non-voted Debt Limit: 1.5% General Purpose	\$59,355,393
Debt Applicable to Limits:	
General Obligation Bonds	\$27,154,400
Line of Credit for NERA Property Purchase	<u>3,600,000</u>
Total General Obligation Bonds	\$30,754,400
Available Debt Capacity:	\$28,600,993
Less: Seattle City Light Undergrounding Debt	<u>19,200,000</u>
Remaining Available Debt Capacity	\$9,400,993

Continued decline of assessed valuation will further reduce the amount of debt capacity.

Conclusions:

1. Depleting debt capacity to dangerously low levels put funding future projects at risk.
2. Bonds will be taxable, increasing the interest rate to more than 5%.
3. To obtain an interest rate less than 5%, the General Fund would have to pay almost \$1 million per year in debt service or Seattle City Light would have to substantially increase the undergrounding surcharge. The addition of the SCL administrative fee and debt issuance costs would further reduce the potential savings.

Recommendation:

Staff recommends that the City discontinue pursuit of issuing debt for Seattle City Light’s cost to underground 1st Avenue South as it will not result in savings to Burien ratepayers.

White Paper

TO: Craig Knutson and Kim Krause, City of Burien, Washington

FROM: Deanna Gregory and Stacey Lewis, Pacifica Law Group LLP

DATE: September 11, 2013

SUBJECT: Options related to prepaying obligations with respect to bonds issued by Seattle City Light

I. Background:

Pursuant to the terms of a franchise agreement, the City of Burien (the “City”) granted Seattle City Light, a municipal electric utility owned and operated by the City of Seattle (“SCL”), a franchise to construct certain improvements (the “Improvements”) within the City to provide electric service to City residents. The City does not currently operate an electric utility and does not currently expect to operate one in the future.

The Improvements along a portion of 1st Avenue South were required to be undergrounded when the street was reconstructed. The undergrounding was initially financed by the City, and SCL subsequently reimbursed the City for the construction costs pursuant to a Project Reimbursement Agreement. It is our understanding that SCL allocated funds from its electric system revenue bonds to reimburse the City for such costs.

SCL recovers the full actual cost of the undergrounding from its City customers through an increment to the rates. This incremental rate is added to the customer’s monthly electric bill and is collected directly by SCL. The increment is set in an amount that is sufficient to reimburse SCL for the full cost of the project, plus interest at the SCL’s long-term tax-exempt borrowing rate, over a 25-year period (the “SCL Rate”). The total debt is approximately \$19.2 million and SCL charges 5% interest to its customers.

The City is not obligated to pay debt service on SCL’s bonds. The SCL bonds are not a debt of the City. Debt service is payable solely from the customers who benefit from the electric system and the services provided by SCL. Furthermore, the City has no contractual obligation or right to improve, operate, use, or maintain the Improvements.

It has been asked in our capacity as bond counsel to the City whether the City has the authority, and whether it would be cost effective, for the City to voluntarily prepay the cost of the Improvements by issuing City bonds and making a lump sum payment to SCL on behalf of City ratepayers. The assumption is that the debt service on City bonds would be less than what SCL customers are currently paying to SCL, given the 5% interest rate. It is also assumed that once the City's bonds are issued, SCL will stop collecting the SCL Rate, and begin collecting a fee on behalf of the City (the "Burien Rate") which will be remitted to the City in order to pay debt service on the City bonds, plus an administration fee.

As discussed below, the City may legally issue bonds for this purpose but it is unlikely to result in savings to City ratepayers and may have other consequences to the City.

II. Analysis:

- **The City has the statutory authority to issue general obligation bonds for utility purposes, but it is unlikely to result in savings to the ratepayers.**

The City may issue general obligation bonds for utility purposes. Such bonds would be secured by the full faith and credit of the City and, unless paid from other sources, would be payable from non-voter approved regular property taxes. See RCW 35.92.080.

The City currently has sufficient debt capacity to issue the proposed bonds. Article VIII, § 6 of Washington's constitution provides that the general obligation debt of a city cannot exceed 1.5% of assessed value without approval of 3/5 of the voters, and cannot exceed five percent even with voter approval. RCW 39.36.020 sets forth parallel limitations (e.g., 1.5% of assessed value for nonvoted debt, and 2.5% for voted debt of those entities).

Even though the City may legally issue bonds for this purpose, the proposal is not likely to result in significant, or any, savings to the ratepayers. The City's bonds will need to be issued on a taxable basis, which is likely to translate into a higher interest rate than what ratepayers are currently paying at SCL's long-term tax-exempt borrowing rate. For the bonds to be issued as tax-exempt obligations, the proceeds must be used for a qualifying capital purpose. Prepaying the cost of construction on behalf of ratepayers for an asset owned by SCL is not a qualifying capital purpose.

- **Other Considerations.**

There are a number of considerations that should be taken into account before the City issues debt for this purpose.

- a) ***Issuing general obligation bonds for this purpose will consume a significant portion of the City's debt capacity.***

Even though the City would expect to pay debt service on the proposed bonds from revenue received from the Burien Rate, the bonds would constitute general obligation debt for

purposes of debt capacity calculations. The City's debt limit is recalculated every year, and is based on the assessed value of the taxable property within the City as determined by the County Assessor. At the time of issuance of the bonds, the City would have very little debt capacity remaining resulting in limited flexibility in the event that the City needs to borrow money for its own purposes. Furthermore, the City runs the risk that its debt capacity would be eliminated in the event that assessed values decline. Debt, if valid when issued, remains valid despite subsequent decreases in taxable value that reduce the taxing district's debt capacity below the amount of the debt, but the City would again have limited authority to borrow to finance its own projects.

- b) ***General obligation bonds will be secured by the full faith and credit of the City, putting the City's General Fund at risk if revenue resulting from the Burien Rate is insufficient.***

The proposed plan contemplates SCL collecting the Burien Rate from its customers and remitting the funds, less the administration fee, to the City to pay debt service on the City's bonds. The City's bonds would be structured to mirror the projected revenue stream. In the event that the revenue is insufficient, absent any additional source of funds, the City would be required to rely on its General Fund to pay debt service. This effectively passes the obligation from ratepayers who benefit from utility services to City taxpayers.

Furthermore, as a rate and charge collected by SCL from its utility customers, the Burien Rate arguably constitutes revenue of the electric utility system and may be subject to the flow of funds, or priority of payments, outlined in SCL's bond covenants. The practical implication of this for the City is that the Burien Rate would be remitted to the City *only* if other utility revenues are sufficient to pay senior lien obligations. Senior lien obligations include operation and maintenance of the utility system, debt service on SCL senior lien bonds, and other obligations. If revenues of the system are insufficient for these purposes, the City will need to rely on its General Fund. Although this risk is arguably remote, it should be taken into consideration.



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CITY OF BURIEN

August 22, 2013

Your mayor or councilmember recently earned the Advanced Certificate of Municipal Leadership (CML). The original certificate was sent to the elected official. I am contacting you to encourage you to recognize your official and have provided a sample press release.

AWC's Certificate of Municipal Leadership program provides mayors and councilmembers training to effectively operate within the law, plan for the future, secure and manage funds and foster community and staff relationships.

The Advanced Certificate of Municipal Leadership is awarded when an elected official achieves 60 or more credits through a variety of workshop and completes community service.

We encourage you to help recognize your elected official. Please let me know if you have any questions. You can reach me at (360) 753-4137 or at karent@awcnet.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Kafen Tanner", is written over a horizontal line. The signature is fluid and cursive in style.

Kafen Tanner
Education Coordinator

ACHIEVEMENT

AWC Certificate of Municipal Leadership

The Association of Washington Cities
recognizes

Councilmember Jack Block

City of Burien

for the successful completion of AWC's Advanced
Certificate of Municipal Leadership training program.

Presented 8/22/2013



Craig George, AWC President





King County

Larry Phillips

Councilmember, District Four

Metropolitan King County Council

August 30, 2013

The Honorable Brian Bennett
Mayor, City of Burien
400 SW 152nd St, Suite 300
Burien, WA 98166

Dear Mayor Bennett,

Thank you for partnering with King County to provide landmark designation and protection services for the City of Burien.

I am pleased to announce that on August 19, 2013 the Metropolitan King County Council unanimously passed Ordinance 2013-0226, which I was pleased to sponsor, allowing King County to enter into an interlocal agreement with the City of Burien to extend historical preservation services within the corporate boundaries of the City. King County is pleased to partner with the City of Burien to further historic preservation efforts.

Also, as you may know, in order to continue our ongoing work in historic preservation, King County has recently modified the criteria for designating a historic resource. Ordinance 2013-0166, also passed on August 19, 2013, clarified the criteria used to define a historic property. The modified criterion reflects the intent of the U.S. National Park Services' standards for integrity, while providing flexibility required for evaluating varied historic resource types.

As you know, historic properties are increasingly threatened in cities throughout the county, and protecting historic landmarks and their history can be vital to the economic, aesthetic and cultural well-being of a city. Again, thank you for partnering with King County to provide historic preservation services in Burien. I appreciate your work to preserve our valuable historic places.

Sincerely,



Larry Phillips, Councilmember
Metropolitan King County Council, District Four

cc: Burien City Councilmembers

**CITY COUNCIL
STUDY SESSION TOPICS**

#	Identified by Council or Staff	Topics	Status
1.	Council Meeting – 8/19/13	Provide Council Study Session Topic List for Items in Which Council Would Still Be Interested & Have Formal Process to Add Items	Scheduled for 9/23/13
2.	Jack 9/7/12 Jack/Jerry 3/25/13; Jack/Joan 4/15/13	Discussion on Increasing Pet License Revenue	Tentatively Scheduled for 9/23/13
3.	Council Retreat - 2012	Outreach to Diverse Groups	Tentatively Scheduled for 9/23/13
4.	Council Meeting – 8/19/13	Briefing on the Northeast Redevelopment Area (NERA)	Scheduled for 10/7/13
5.	Council Retreat - 2012	Wellness Cluster Initiative	Tentatively Scheduled for City Manager’s Report on 10/21/13
6.	Council Meeting – 8/19/13	Discussion on Business Impediments	Tentatively Scheduled for 10/28/13
7.	Council Meeting – 8/19/13	Discussion on Economic Development Strategic Plan Including Transportation Impact Fees and Downtown Parking	Tentatively Scheduled for 10/28/13
8.	Council Meeting – 8/19/13	Process for Integrating New Councilmember(s)	Tentatively Scheduled for 11/25/13
9.	Staff 8/30/13	Presentation on Communications Plan and Social Media Policy	Tentatively Scheduled for 1/28/14
10.	Council Meeting – 12/3/12	Community Recreation Center	Tentatively Scheduled for 2/28/14
11.	Staff 9/11/13	Public Works Maintenance Facility	Tentatively Scheduled for 2/28/14
12.	Council Meeting – 2/25/13	Council Election by Wards	Council direction on 3/25/13 to defer the discussion until a later date
13.	Council Retreat 3/16/13	Structural Deficit Revenue Options	Discussion to be Held in 2014 with the 6 Year Financial Plan

Discussions Held	
Date(s)	Topics
3/6/12; 4/23/12; 6/18/12	Kids and Cops
4/23/12	Liquor and B&O Taxes
7/23/12	Economic Development
8/16/12	Storm Water Management (Storm Drainage Master Plan was adopted on 8/6/12)
8/27/12	Advisory Boards and Commissions
9/24/12	Discussion on White Center and Boulevard Park Libraries
9/24/12	Discussion on Preliminary Operating Budget
10/1/12; 10/12/12	King County Historic Preservation Program
11/26/12; 1/7/13; 1/28/13; 2/4/13; 3/4/13; 4/1/13; 4/15/13	Review of Council Policies and Procedures
2/25/13; 3/25/13	City Council Election by Wards (see # 12 on Page 1)
4/15/13	Presentation by NAVOS
4/22/13	Cost of Abandoned Residential Properties
6/3/13; 6/17/13	Transportation Improvement Program



Notice of Application

City of Burien 400 SW 152nd Street, Suite 300 Burien, Washington 98166-3066

Date September 11, 2013

Applicant Vinh Vuong

Proposal Short Plat One Residential Lot into Three Residential Lots

File No. PLA 13-1578

File is available for viewing at Burien City Hall during regular business hours.

Location 645 S 150th Street, Burien Washington

Tax Parcel No. 1760600354

Current Zoning RM-24 Residential Multi-Family, 24 Units per Acre

Application Submitted/Complete
Submitted: August 5, 2013
Complete: August 30, 2013

Other Permits Needed Building Permit & Right-of-way Permit

Other Studies Needed None

Existing Environmental Info. None

Review Process and Public Comment
The decision on this application will be made by the Community Development Director. Prior to the decision, there is an opportunity for the public to submit written comments. **Written comments must be received prior to 5:00 p.m. on Friday, October 11, 2013.** Send written comments to the project planner (see below). Please indicate your name and address and refer to the file indicated above. Only people who submitted comments as indicated above may appeal the decision on this application.

Project Planner (for written comments and more information)
Brandi Eyerly, AICP
Department of Community Development
City of Burien
400 SW 152nd Street, Suite 300
Burien, WA 98166
Phone: (206) 248-5519 E-Mail: brandie@burienwa.gov

Published in the Seattle Times September 11, 2013

cc: Burien City Council
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Public Hearing Notice

City of Burien

400 SW 152nd St, Suite 300

Burien, Washington 98166

Hearing Information

The City of Burien Planning Commission will hold a public hearing on **September 25, 2013, at 7:00 p.m.** at Burien City Hall, 400 SW 152nd St, Suite 300, to receive public comments on interim zoning regulations governing recreational marijuana.

Applicant

City of Burien

Proposal

On August 19, 2013 the Burien City Council adopted Ordinance No. 586 establishing a six-month interim zoning ordinance on the establishment, location, operation, licensing, maintenance or continuation of marijuana producers, processors, and retailers as regulated pursuant to Washington State Initiative 502. The ordinance was adopted as an emergency and as such took effect immediately upon passage. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, within sixty days of passage of the ordinance the City must conduct a public hearing on the interim zoning regulations.

File No.

2013 Recreational Marijuana Interim Zoning Regulations

The interim zoning regulations and project file are available for viewing at Burien City Hall during regular business hours.

How to Comment

Any person may submit written or oral comments or testimony at the public hearing, or may submit written comments prior to the hearing. Written comments may be submitted in person, via mail, e-mail or by facsimile. All documents submitted or requested as part of this application, including the City staff report are available for review at City Hall during regular business hours.

Project Planner (for submittal of written comments or for more information)

Charles W. "Chip" Davis, AICP
Community Development Director
City of Burien
400 SW 152nd St, Suite 300
Burien, WA 98166

Phone: (206) 248-5501
E-Mail: chipd@burienwa.gov

Published in the Seattle Times

Date of Notice: September 11, 2013

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Public Hearing Notice

City of Burien 400 SW 152nd Street, Suite 300 Burien, Washington 98166-3066

Hearing Information

The City of Burien Hearing Examiner will hold a public hearing on **September 24, 2013 at 9:30 AM** at the Miller Creek Conference Room, Burien City Hall, 400 SW 152nd Street, Suite 300, to receive public comments on the following application:

Applicant Troy Schmeil, Callidus Development, Inc.

Proposal Subdivide two (2) existing residential lots totaling 2.19 acres into fourteen (14) single-family residential lots.

File No. PLA 12-2131

File is available for viewing at Burien City Hall during regular business hours

Location 12414 Military Road, Burien, WA

Tax Parcel No. 025700-0080; 025700-0087

Current Zoning RS 7,200 (Residential Single Family) and RM-12 (Residential Multi-family 12 units per acre)

How to Comment Any person may submit written or oral comments or testimony at the public hearing, or may submit written comments prior to the hearing. Written comments may be submitted in person, via mail, e-mail or by facsimile. Only persons who submit written or oral comments prior to the close of the hearing may appeal the decision. All documents submitted or requested as part of this application, including the City staff report are available for review at City Hall during regular business hours.

Project Planner Stephanie Jewett, AICP
(for submittal of written comments or for more information) Department of Community Development
City of Burien
400 SW 152nd Street (Suite 300)
Burien, WA 98166
Phone: (206) 439-3152 E-Mail: stephaniej@burienwa.gov

Published in the Seattle Times Date of Notice: September 10, 2013

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Notice of Application

City of Burien 400 SW 152nd Street (Suite 300) Burien, Washington 98166-3066

Date August 30, 2013

Applicant Mario Segale, Property Owner

Proposal Construction of a Single-Family home within a geologic hazard area and modification of a stream buffer. Lot lines will also be adjusted in conjunction with the proposal.

File Nos. PLA 13-1349, PLA 13-1664(Lot Line Adj.)
Files are available for viewing at Burien City Hall during regular business hours.

Location 12406 Standring Lane SW, Burien, WA

Tax Parcel Nos. 122303-9090, 122303-9226

Current Zoning RS-12,000 (Single-Family Residential)

Application Submitted/Complete
Submitted: July 8, 2013
Complete: August 27, 2013

Other Related Permits Building Permit, Lot Line Adjustment

Review Process and Public Comment
The decision on this application will be made by the Community Development Director. Prior to the decision, there is an opportunity for the public to submit written comments. **Written comments must be received prior to 5:00 p.m. on September 20, 2013.** Send written comments to the project planner (see below). Please indicate your name and address and refer to the file indicated above. Only people who submitted comments as indicated above may appeal the decision on this application.

Project Planner (for written comments and more information)
David Johanson
Department of Community Development
City of Burien
400 SW 152nd Street (Suite 300)
Burien, WA 98166-3066
Phone: (206) 248-5522 E-Mail: davidj@burienwa.gov

Published in the Seattle Times: August 30, 2013

cc: Burien City Council
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Notice of Decision

City of Burien

400 SW 152nd Street (Suite 300)

Burien, Washington 98166

Date	August 21, 2013
Applicant	Brad Gehring with G-9 Investments, LLC
Proposal	Short Plat One Residential Lot Into Two Residential Lots
File No.	PLA 13-0745
Location	215 SW 144 th Street, Burien, Washington
Tax Parcel No.	192304-9292
Decision	Preliminary Approval with Conditions
Appeals	The City of Burien has issued the decision described above. Parties of record may appeal this decision to the Hearing Examiner pursuant to Burien Municipal Code Section 2.20.020. The deadline for filing a written Notice of Appeal with the City Clerk is prior to 5:00 p.m. on August 31, 2013 . Copies of the "Notice of Appeal" document may be obtained at the Department of Community Development. There is a non-refundable filing fee of \$300 for the submittal of an appeal. For more information please contact the project planner (see below).
Property Tax Revaluation	Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation. For more information, please contact the King County Assessor's Office at (206) 296-7300.
Project Planner	Liz Olmstead Department of Community Development City of Burien 400 SW 152 nd Street (Suite 300) Burien, WA 98166 Phone: (206) 812-7575 E-Mail: elizabetho@burienwa.gov
Attachments	Conditions of Approval

CONDITIONS OF PRELIMINARY SHORT PLAT APPROVAL

G-9 Investments Preliminary Short Plat, PLA 13-0745

1. This application is subject to the applicable requirements contained in the Burien Municipal Code (including but not limited to the Zoning Code, Building Code and Fire Code), the 2009 King County Surface Water Design Manual, as amended, the 2009 Stormwater Pollution Prevention Manual, as adopted, Burien Municipal Code, Chapter 13.10 and the 2008 Burien Road Standards. It is the responsibility of the applicant to ensure compliance with the various provisions contained in these documents. Attachment 3, Development Regulations, is provided in this report to familiarize the applicant with some of the additional requirements that may apply to the project. This attachment does not include all of the additional requirements. When a condition of approval below conflicts with a development requirement in Attachment 3, the condition of approval shall be followed.
2. Prior to recording the short plat, the applicant shall:
 - a. Modify the final plat map according to the Development Engineer's comments as outlined in the Memorandum dated June 4, 2013.
 - b. Submit for Development Review Engineer's review and approval Site Improvement Plans, prepared by a Washington Licensed Engineer, delineating all access, frontage and drainage improvements proposed for the subject parcel as outlined in the Development Engineer's Memorandum dated June 4, 2013 and the Surface Water Management Engineer's Memorandum dated July 18, 2013.
 - c. Frontage, access and storm water improvements shall be constructed by the applicant according to plans approved by the Development Review Engineer and accepted by the City as required by the Development Engineer's Memorandum dated June 4, 2013 and the Surface Water Management Engineer's Memorandum dated July 18, 2013.
 - d. A subdivision or short plat project may implement the required BMP's or defer the lot BMP requirements until the future review of building permits. In either case, the final plans shall clearly indicate the applicable BMP standards and requirements for implementation on the recorded plat. The following note shall be shown on the final recorded plat:

"Permit applications for buildings or other improvements constructed on lots created by this subdivision (or short plat) must be reviewed for compliance with Best Management Practices (BMP's) and other applicable drainage standards adopted by the City."

- e. Provide an approved performance bond or other security method for street and storm drainage improvements in public rights-of-way as required by the Development Review Engineer.
 - f. Install utilities approved by the appropriate Utility Districts.
 - g. Provide a Declaration of Covenant for private maintenance and operation of on-site drainage facilities for City review and recording against the property.
 - h. Provide calculations demonstrating compliance with the requirement to retain 30% of the significant trees on the lot or include a statement on the final plat map that no trees will be removed as part of the short plat process and that all future construction will be required to meet the City of Burien standards for significant tree preservation in conformance with BMC 19.25.
 - i. Pay a fee in lieu of providing 390 square feet of recreation space on the property for one new lot. The fee shall be 1 new lot multiplied by 390 square feet multiplied by the current assessed value per square foot for the property.
3. Prior to beginning any work in the public right-of-way, the applicant shall apply for and obtain Right-of-Way Use and/or Right-of-Way Construction Permits for all work to be completed in public rights-of-way.
4. Prior to the issuance of development permits for any construction activities on the plat the applicant shall:
- a. Update the TIR and Engineering plans to reflect building permit submittal.
 - b. Submit erosion control plans for City review and approval prior to construction as outlined in the Surface Water Management Engineer's Memorandum dated July 18, 2013. Note that at least 3 ESC inspections are required i.e. prior to clearing and construction, during construction, and upon completion of construction.
 - c. Ensure that all utilities serving new construction or new service to an existing use on the project site shall be installed underground.
 - d. Provide a Declaration of Covenant for private maintenance and operation of on-site drainage facilities for City review and recording against the property.
 - e. Protect any significant trees on the site with protective measures in conformance with BMC 19.25.
 - f. For any dwelling on newly created Lot 2, the applicant shall pay a Transportation Impact Fee as set forth in BMC 19.35.