



CITY COUNCIL MEETING AGENDA

November 18, 2013

6:00 p.m. - Special Meeting: Conduct Arts Commission interviews

6:30 p.m. – Special Meeting: For the purpose of holding an Executive Session to discuss real estate acquisition

7:00 p.m. – Regular Meeting

PAGE NO.

- | | | | |
|---|---|--|------|
| 1. CALL TO ORDER | | | |
| 2. PLEDGE OF ALLEGIANCE | | | |
| 3. ROLL CALL | | | |
| 4. AGENDA CONFIRMATION | | | |
| 5. PUBLIC COMMENT | To receive comments on <i>topics other than public hearing topics</i> . Individuals will please limit their comments to three minutes, and groups to five minutes. | | |
| 6. CORRESPONDENCE FOR THE RECORD | a. Response from Community Development Director Chip Davis to Email Dated October 31, 2013, from Heather Couture. | | 3. |
| | b. Email Dated November 4, 2013, from Chestine Edgar. | | 5. |
| 7. CONSENT AGENDA | a. Approval of Check Register: Numbers 36065 - 36195 in the Amounts of \$1,324,875.42 for Payment on November 18, 2013; and Payroll Salaries and Benefits Numbers 5965 - 5983 for Direct Deposits and Wire Transfers in the Amount of \$308,479.18 for October 16 - 31, 2013, Paid on November 5, 2013. | | 7. |
| | b. Approval of Minutes: Regular Meeting, November 4, 2013. | | 27. |
| | c. Motion to Adopt Ordinance No. 595, Granting a Seattle City Light Franchise Agreement Extension. | | 31. |
| | d. Motion to Approve the 2014 Legislative Priorities. | | 33. |
| 8. BUSINESS AGENDA | a. Public Hearing on Revenue Sources and Expenditures for 2013-2014 Mid-Biennial Budget Review and Update. | | 35. |
| | b. Discussion On and Possible Motion to Adopt Ordinance No. 596, Authorizing an Interfund Loan to the Parks and General Government Capital Projects Fund from the General Fund. | | 39. |
| | c. Discussion on 2013-2014 Mid-Biennial Budget Modification. | | 43. |
| | d. Discussion and Potential Adoption of 2014 Property Tax Levy. | | 93. |
| | e. Discussion and Potential Adoption of Ordinance No. 590, Increasing the City’s Surface Water Management Service Charges and Amending Chapter 13.10 of the Burien Municipal Code. | | 97. |
| | f. Motion to Approve Appointment to the Arts Commission. | | 105. |
| | g. Motion on Revised Arts Fund Recommendation Process. | | 107. |
| | h. Approval of Interlocal Agreement with Port of Seattle for Northeast Redevelopment Area (NERA). | | 123. |

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

November 18, 2013

Page 2

- | | | |
|---|---|------|
| 8. BUSINESS AGENDA
(cont'd.) | i. Introduction to 2013 Comprehensive Plan Map Amendment and Rezone Request for Navos (Ruth Dykeman Children's Center). | 243. |
| | j. Review of Council Proposed Agenda Schedule. | 281. |
| | k. City Manager's Report. | 287. |
| 9. COUNCIL BUSINESS | | |
| 10. ADJOURNMENT | | |

Carol Allread

From: Chip Davis
Sent: Monday, November 04, 2013 2:10 PM
To: 'couth11@gmail.com'
Cc: Carol Allread; Public Council Inbox
Subject: RE: tent cities

Dear Ms. Couture,

Your request for information regarding Burien's policies on the existence and management of tent cities has been forwarded to me for a response.

The City of Burien was the location for Tent City 3 from November 1, 2002 to January 1, 2003. That homeless encampment required a Temporary Use Permit and was limited to a 60 day duration at the Highline United Methodist Church at 13015 1st Avenue South. The Temporary Use Permit was subject to review and conditions were imposed by the Building Department, Fire Department, Planning Department, Police Department and Public Works Department. The November 2002 permit included conditions which established a firm closure date of January 1, 2003, prohibited smoking and cooking with open flames in temporary membrane structures, designated emergency clear space between tents and the placement of fire extinguishers within 75 feet of any tent, specified standards for use of electrical extension cords, required access to hot water for sanitation purposes and required inspection and approval of all sanitation facilities on site and established a single point of entry/exit for the encampment on 1st Avenue South. Following review and approval of the Temporary Use Permit, notice of the decision was provided to the general public and adjacent property owners as required by the Burien Municipal Code.

The same process for Temporary Use Permit review and approval with conditions which was used for the location of Tent City 3 would be utilized for any subsequent request received for an organized homeless encampment. As was the case in November 2002, the general public and surrounding property owners would be notified regarding the issuance of a Temporary Use Permit for the encampment. If you have any further questions regarding this subject, please feel free to contact me.

Charles W. "Chip" Davis, AICP
Community Development Director
City of Burien
(206) 248-5501
chipd@burienwa.gov
www.burienwa.gov

CFTR: 11/18/13

From: heather couture [<mailto:couth11@gmail.com>]

Sent: Thursday, October 31, 2013 11:25 AM

To: Public Council Inbox

Subject: tent cities

Good afternoon,

I was wondering what policies Burien has regarding the existence and management of tent cities (homeless encampments which are organized and regulated)?

Regards,

Heather Couture

Carol Allread

From: Public Council Inbox
Sent: Wednesday, November 13, 2013 10:36 AM
To: 'Chestine Edgar'
Subject: RE: Public Hearing on the Mid-biennial Budget Review 11-04-2013

Dear Ms. Edgar,

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

Sincerely,

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

From: Chestine Edgar [mailto:c_edgar2@yahoo.com]
Sent: Monday, November 04, 2013 2:36 PM
To: Brian Bennett; Rose Clark; Joan McGilton; Jack Block Jr.; Jerry Robison; Public Council Inbox
Subject: Public Hearing on the Mid-biennial Budget Review 11-04-2013

Please see attached comments.

Thank you,

C. Edgar

CFTR: 11/18/13

CC: Kim Krause, Finance Director

November 4, 2013

Letter to the Burien City Council relating to the public hearing on the budget:

For some years now the city has held public hearings on the budget before the actual presentation on the budget has been made. This makes no sense in that the public cannot comment on that which they have not heard about or seen the presentation on. This sequence of when this first public hearing is held should be altered so that the public can see the presentation of the material before the first public hearing is held.

For several years now under the previous city manager, residual human services funds in the budget was not spent and the city manager just rolled it back into the General Fund. This money \$10,000 needs to be spent on what it was earmarked for, human services. We are a city that has many citizens who could benefit from these human services dollars being spent for human services.

I noticed that we are going to spend \$100,000 for a new EIS. What troubles me is the number of outside contracts that the City is constantly paying for and the lack of skills that the current staff has to cover the work in some of the areas the city is forced to contract out.

The number of studies that the city has had or has chosen to do in the last six years is significant and at significant cost to the citizens. Many of those studies are now simply just gathering dust on a shelf. I would like to see a reduction in these types of studies or a consolidation in studies when they are put out to bid.

Sincerely,

C. Edgar 

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 18th day of November 2013** THE FOLLOWING:

CHECK NOS. **36065-36195**

IN THE AMOUNTS OF **\$1,324,875.42**

WITH VOIDED CHECK NOS. **0**

PAYROLL SALARIES AND BENEFITS APPROVAL

FOR **October 16thth - October 31st** PAID ON **5th November 2013**

CHECK NOS. **5965-5983**

DIRECT DEPOSITS AND WIRE TRANSFERS IN THE AMOUNT OF: **\$308,479.18**

Accounts Payable

Checks for Approval



User: cathy
 Printed: 11/14/2013 - 9:16 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
36065	11/14/2013	General Fund	Registration - Trainng/Workshp	Cardmember Service	45.00
36065	11/14/2013	General Fund	Registration - Trainng/Workshp	Cardmember Service	25.00
36065	11/14/2013	General Fund	Professional Services	Cardmember Service	87.60
36065	11/14/2013	General Fund	Subscriptions/Publications	Cardmember Service	19.95
36065	11/14/2013	General Fund	Office and Operating Supplies	Cardmember Service	-227.84
36065	11/14/2013	General Fund	Burien Marketing Strategy	Cardmember Service	235.65
36065	11/14/2013	General Fund	Registration - Trainng/Workshp	Cardmember Service	1,225.00
36065	11/14/2013	General Fund	Registration - Trainng/Workshp	Cardmember Service	125.00
36065	11/14/2013	General Fund	Software Subscription Fees	Cardmember Service	59.95
Check Total:					1,595.31
36066	11/18/2013	General Fund	Professional Services	ABC Legal	12.00
36066	11/18/2013	General Fund	Professional Services	ABC Legal	7.00
36066	11/18/2013	General Fund	Professional Services	ABC Legal	12.00
36066	11/18/2013	General Fund	Professional Services	ABC Legal	12.00
36066	11/18/2013	General Fund	Professional Services	ABC Legal	50.00
Check Total:					93.00
36067	11/18/2013	Street Fund	Office And Operating Supplies	Ace Hardware	4.24
36067	11/18/2013	Street Fund	Office And Operating Supplies	Ace Hardware	2.73
36067	11/18/2013	Surface Water Management Fund	Office And Operating Supplies	Ace Hardware	26.97
36067	11/18/2013	Street Fund	Office And Operating Supplies	Ace Hardware	26.98
36067	11/18/2013	Surface Water Management Fund	Office And Operating Supplies	Ace Hardware	3.11
36067	11/18/2013	Street Fund	Office And Operating Supplies	Ace Hardware	3.12
36067	11/18/2013	Street Fund	Office And Operating Supplies	Ace Hardware	12.68
36067	11/18/2013	General Fund	Office And Operating Supplies	Ace Hardware	36.66
Check Total:					116.49
36068	11/18/2013	General Fund	Subscriptions/Publications	Attorney's Eagle Eye Service	59.13

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	59.13
36069	11/18/2013	General Fund	Office and Operating Supplies	Amerigas - Kent	446.93
				Check Total:	446.93
36070	11/18/2013	General Fund	Professional Services	Admin Office of the Courts	2.63
				Check Total:	2.63
36071	11/18/2013	General Fund	Telephone	A T & T	62.14
				Check Total:	62.14
36072	11/18/2013	General Fund	Telephone	AT&T Mobility	20.41
				Check Total:	20.41
36073	11/18/2013	General Fund	Teen Programs	Brian J Barnes	390.40
				Check Total:	390.40
36074	11/18/2013	Parks & Gen Gov't CIP	Construction	Bates Roofing LLC	185,744.85
				Check Total:	185,744.85
36075	11/18/2013	General Fund	Instructors Prof Svcs	Lucas Bonnema	240.00
				Check Total:	240.00
36076	11/18/2013	General Fund	Registration - Trainng/Workshp	Stephen Botkin	129.00
				Check Total:	129.00
36077	11/18/2013	General Fund	Prof. Svcs-Instructors	Eileen Broomell	216.00
				Check Total:	216.00
36078	11/18/2013	General Fund	Prof. Svcs-Instructors	Viola Brumbaugh	1,023.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
Check Total:					1,023.00
36079	11/18/2013	Surface Water Management Fund	Repairs And Maintenance	Bryant's Tractor & Mower Inc	41.73
36079	11/18/2013	Street Fund	Repairs And Maintenance	Bryant's Tractor & Mower Inc	41.74
36079	11/18/2013	Surface Water Management Fund	Office And Operating Supplies	Bryant's Tractor & Mower Inc	103.85
36079	11/18/2013	Street Fund	Office And Operating Supplies	Bryant's Tractor & Mower Inc	103.85
Check Total:					291.17
36080	11/18/2013	General Fund	Office and Operating Supplies	Burien Bark LLC	34.99
36080	11/18/2013	Surface Water Management Fund	Office And Operating Supplies	Burien Bark LLC	71.94
36080	11/18/2013	Street Fund	Office And Operating Supplies	Burien Bark LLC	55.19
Check Total:					162.12
36081	11/18/2013	General Fund	Animal Control Services	CARES	12,916.67
Check Total:					12,916.67
36082	11/18/2013	General Fund	Repairs and Maintenance	Cascade Alarm, LLC	430.34
36082	11/18/2013	General Fund	Repairs and Maintenance	Cascade Alarm, LLC	603.89
Check Total:					1,034.23
36083	11/18/2013	General Fund	Machinery & Equipment	CDW-G	590.29
36083	11/18/2013	General Fund	Machinery & Equipment	CDW-G	3,542.87
36083	11/18/2013	General Fund	Machinery & Equipment	CDW-G	786.47
Check Total:					4,919.63
36084	11/18/2013	General Fund	Drug Seizure Proceeds KCSO	Cellebrite USA Corp	5,084.00
Check Total:					5,084.00
36085	11/18/2013	Transportation CIP	Design - Engineering	CH2M Hill	38,395.65
Check Total:					38,395.65
36086	11/18/2013	General Fund	Nuisance and Abatement Costs	CleanScapes Inc	62.71
Check Total:					62.71

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
36087	11/18/2013	Surface Water Management Fund	Telephone	COMCAST	42.90
36087	11/18/2013	General Fund	Online Video Streaming	COMCAST	45.17
36087	11/18/2013	General Fund	Utilities	COMCAST	77.35
36087	11/18/2013	General Fund	Utilities	COMCAST	85.80
36087	11/18/2013	Street Fund	Telephone	COMCAST	42.90
Check Total:					294.12
36088	11/18/2013	General Fund	Office/Operating Supplies	Complete Office LLC	578.54
36088	11/18/2013	General Fund	Office/Operating Supplies	Complete Office LLC	80.36
36088	11/18/2013	General Fund	Office/Operating Supplies	Complete Office LLC	449.99
36088	11/18/2013	General Fund	IT Office/Operating Supplies	Complete Office LLC	160.71
36088	11/18/2013	General Fund	Office and Operating Supplies	Complete Office LLC	80.36
36088	11/18/2013	General Fund	Office and Operating Supplies	Complete Office LLC	241.07
36088	11/18/2013	General Fund	Office And Operating Supplies	Complete Office LLC	642.84
36088	11/18/2013	General Fund	Office And Operating Supplies	Complete Office LLC	546.41
36088	11/18/2013	General Fund	Office And Operating Supplies	Complete Office LLC	433.92
36088	11/18/2013	General Fund	Office And Operating Supplies	Complete Office LLC	946.85
Check Total:					4,161.05
36089	11/18/2013	General Fund	Operating Rentals and Leases	Construction Site Services	125.00
Check Total:					125.00
36090	11/18/2013	General Fund	Instructors Prof Svcs	Janet S. Crawley	468.00
36090	11/18/2013	General Fund	Prof. Svcs-Instructors	Janet S. Crawley	568.75
Check Total:					1,036.75
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	74.99
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	52.81
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	172.96
36091	11/18/2013	General Fund	Utilities	City of Seattle	32.30
36091	11/18/2013	General Fund	Utilities	City of Seattle	15.30
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	15.50
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	112.38
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	55.35
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	62.45
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	95.18
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	105.62
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	69.88
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	43.19
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	16.02

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	23.21
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	207.73
36091	11/18/2013	General Fund	Utilities	City of Seattle	14.13
36091	11/18/2013	General Fund	Utilities	City of Seattle	52.35
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	7.54
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	187.65
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	212.99
36091	11/18/2013	Street Fund	Utilities - Traffic Signals	City of Seattle	121.58
Check Total:					1,751.11
36092	11/18/2013	General Fund	Senior Trips	City of Tukwila	480.00
Check Total:					480.00
36093	11/18/2013	Street Fund	Office And Operating Supplies	WaterCo of Pac.NW Inc	17.79
36093	11/18/2013	Surface Water Management Fund	Office And Operating Supplies	WaterCo of Pac.NW Inc	17.80
Check Total:					35.59
36094	11/18/2013	General Fund	Federal Lobbying Services	Michael D. Doubleday	2,050.00
36094	11/18/2013	General Fund	State Lobbying Services	Michael D. Doubleday	3,000.00
Check Total:					5,050.00
36095	11/18/2013	Street Fund	Discover Burien	Discover Burien	4,667.00
36095	11/18/2013	Street Fund	Professional Services	Discover Burien	3,332.00
36095	11/18/2013	Street Fund	Discover Burien	Discover Burien	4,667.00
36095	11/18/2013	Street Fund	Professional Services	Discover Burien	3,332.00
Check Total:					15,998.00
36096	11/18/2013	Street Fund	Repairs & Maint. - Fleet	Elidrew, LLC	5.91
36096	11/18/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Elidrew, LLC	5.92
Check Total:					11.83
36097	11/18/2013	General Fund	Professional Services	Eden Advanced Pests Tech.	82.13
Check Total:					82.13
36098	11/18/2013	General Fund	City Hall Bldg Maintenance	Eastside Glass & Sealants	1,508.91

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	1,508.91
36099	11/18/2013	General Fund	City Hall Custodial	Global Cleaning Inc	1,308.83
				Check Total:	1,308.83
36100	11/18/2013	Street Fund	Repairs & Maint. - Fleet	Genuine Parts Co. Seattle-DC	128.36
36100	11/18/2013	Street Fund	Repairs & Maint. - Fleet	Genuine Parts Co. Seattle-DC	-98.25
				Check Total:	30.11
36101	11/18/2013	Street Fund	Professional Services	Brian Gilles	600.00
				Check Total:	600.00
36102	11/18/2013	General Fund	Utilities	Glendale Heating	1,082.58
				Check Total:	1,082.58
36103	11/18/2013	General Fund	Instructors Prof Svcs	Carol Gouthro	500.00
				Check Total:	500.00
36104	11/18/2013	General Fund	Office and Operating Supplies	CAROL GOUTHRO	109.00
				Check Total:	109.00
36105	11/18/2013	Surface Water Management Fund	Office And Operating Supplies	Grainger	263.33
36105	11/18/2013	Street Fund	Office And Operating Supplies	Grainger	263.33
				Check Total:	526.66
36106	11/18/2013	General Fund	Parks Building Security	Guardian Security	65.00
				Check Total:	65.00
36107	11/18/2013	General Fund	Instructors Prof Svcs	Victoria E. Hamilton	724.50
36107	11/18/2013	General Fund	Instructors Prof Svcs	Victoria E. Hamilton	324.00
				Check Total:	1,048.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
36108	11/18/2013	Surface Water Management Fund	Office And Operating Supplies	HD Fowler Company	750.95
				Check Total:	750.95
36109	11/18/2013	General Fund	Rental & Lease	Highline School District #401	1,387.00
				Check Total:	1,387.00
36110	11/18/2013	General Fund	Prof. Svcs-Instructors	Joshua Hughes	240.00
				Check Total:	240.00
36111	11/18/2013	Street Fund	Office And Operating Supplies	ICON Materials	852.96
36111	11/18/2013	Street Fund	Office And Operating Supplies	ICON Materials	257.87
36111	11/18/2013	Surface Water Management Fund	Office And Operating Supplies	ICON Materials	123.15
36111	11/18/2013	Street Fund	Office And Operating Supplies	ICON Materials	257.87
36111	11/18/2013	Surface Water Management Fund	Office And Operating Supplies	ICON Materials	132.80
36111	11/18/2013	Surface Water Management Fund	Office And Operating Supplies	ICON Materials	60.38
36111	11/18/2013	Surface Water Management Fund	Office And Operating Supplies	ICON Materials	78.00
				Check Total:	1,763.03
36112	11/18/2013	General Fund	Operating Rents & Leases	RICOH USA Inc	321.93
36112	11/18/2013	Street Fund	Operating Rentals And Leases	RICOH USA Inc	3.51
36112	11/18/2013	Surface Water Management Fund	Operating Rentals And Leases	RICOH USA Inc	3.52
				Check Total:	328.96
36113	11/18/2013	General Fund	Telephone	Integra Telecom	151.60
36113	11/18/2013	General Fund	Telephone	Integra Telecom	23.33
36113	11/18/2013	General Fund	Telephone	Integra Telecom	116.63
36113	11/18/2013	General Fund	Telephone	Integra Telecom	34.99
36113	11/18/2013	General Fund	Telephone	Integra Telecom	23.33
36113	11/18/2013	General Fund	Telephone	Integra Telecom	58.32
36113	11/18/2013	General Fund	Telephone	Integra Telecom	174.95
36113	11/18/2013	General Fund	Telephone	Integra Telecom	139.96
36113	11/18/2013	General Fund	Telephone	Integra Telecom	116.63
36113	11/18/2013	General Fund	Telephone	Integra Telecom	108.82
36113	11/18/2013	General Fund	Telephone	Integra Telecom	108.82
36113	11/18/2013	General Fund	Telephone	Integra Telecom	108.93
36113	11/18/2013	General Fund	Telephone	Integra Telecom	775.54

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	1,941.85
36114	11/18/2013	General Fund	Prof. Svcs-Instructors	Moodette Ka'apana	100.00
				Check Total:	100.00
36115	11/18/2013	General Fund	Office And Operating Supplies	Gina Kallman	12.55
36115	11/18/2013	General Fund	Office and Operating Supplies	Gina Kallman	61.32
36115	11/18/2013	General Fund	Office and Operating Supplies	Gina Kallman	16.41
36115	11/18/2013	General Fund	Office and Operating Supplies	Gina Kallman	16.39
				Check Total:	106.67
36116	11/18/2013	General Fund	Miscellaneous	King County Recorder	80.00
36116	11/18/2013	General Fund	Miscellaneous	King County Recorder	78.00
				Check Total:	158.00
36117	11/18/2013	General Fund	Police Contract - King Co	King County Sheriff's Office	845,663.58
				Check Total:	845,663.58
36118	11/18/2013	General Fund	Voter Registration Costs	KING COUNTY FINANCE	1,189.28
				Check Total:	1,189.28
36119	11/18/2013	General Fund	Seasonal Security	King County Security Guards LL	777.00
				Check Total:	777.00
36120	11/18/2013	General Fund	Instructors Prof Svcs	Keli Sim-DiRitis	180.00
				Check Total:	180.00
36121	11/18/2013	General Fund	Instructors Prof Svcs	North American Youth Activitie	2,009.00
				Check Total:	2,009.00
36122	11/18/2013	General Fund	Public Defender	Kirshenbaum & Goss, Inc., P.S	6,950.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	6,950.00
36123	11/18/2013	Transportation CIP	Design	KPG, Inc.	2,288.93
				Check Total:	2,288.93
36124	11/18/2013	General Fund	Instructors Prof Svcs	Lauren Laughlin	345.00
				Check Total:	345.00
36125	11/18/2013	General Fund	Prof. Svcs-Instructors	Lori Leberer	150.00
				Check Total:	150.00
36126	11/18/2013	General Fund	Instructors Prof Svcs	Yon Lemieux	140.00
				Check Total:	140.00
36127	11/18/2013	General Fund	Prof. Svcs-Instructors	Alexander Lewis	1,470.00
				Check Total:	1,470.00
36128	11/18/2013	General Fund	Prof. Svcs-Instructors	Anne Marie Littleton	120.00
				Check Total:	120.00
36129	11/18/2013	Surface Water Management Fund	Office And Operating Supplies	Lloyd Enterprises Inc	106.80
				Check Total:	106.80
36130	11/18/2013	General Fund	Instructors Prof Svcs	Loren Lukens	264.00
				Check Total:	264.00
36131	11/18/2013	General Fund	Prof. Svcs-Instructors	Jacob Matthew	560.00
36131	11/18/2013	General Fund	Prof. Svcs-Instructors	Jacob Matthew	280.00
				Check Total:	840.00
36132	11/18/2013	General Fund	Computer Related Supplies	MBI Systems, Inc.	1,553.33

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount	
					Check Total:	1,553.33
36133	11/18/2013	General Fund	Instructors Prof Svcs	Hunter McGee	275.00	
					Check Total:	275.00
36134	11/18/2013	General Fund	Small Tools & Minor Equipments	McLendon Hardware Inc	10.84	
36134	11/18/2013	Surface Water Management Fund	Office And Operating Supplies	McLendon Hardware Inc	6.49	
36134	11/18/2013	Street Fund	Office And Operating Supplies	McLendon Hardware Inc	6.49	
36134	11/18/2013	Surface Water Management Fund	Office And Operating Supplies	McLendon Hardware Inc	27.65	
36134	11/18/2013	Street Fund	Office And Operating Supplies	McLendon Hardware Inc	27.65	
					Check Total:	79.12
36135	11/18/2013	General Fund	Human Svc-Family/Youth	Matt Griffin YMCA	3,000.00	
					Check Total:	3,000.00
36136	11/18/2013	Street Fund	Dt Business License Svcs	Microflex Inc	90.10	
36136	11/18/2013	General Fund	B&O Tax Collect & Audit	Microflex Inc	1.84	
36136	11/18/2013	Street Fund	Dt Business License Svcs	Microflex Inc	3,710.88	
36136	11/18/2013	General Fund	B&O Tax Collect & Audit	Microflex Inc	1,927.74	
					Check Total:	5,730.56
36137	11/18/2013	Street Fund	Office And Operating Supplies	Miller Paint Company Inc	86.21	
36137	11/18/2013	General Fund	Office and Operating Supplies	Miller Paint Company Inc	18.39	
					Check Total:	104.60
36138	11/18/2013	General Fund	Instructors Prof Svcs	Shariana Mundi	1,430.00	
					Check Total:	1,430.00
36139	11/18/2013	General Fund	Instructors Prof Svcs	New City Dance Company	105.00	
					Check Total:	105.00
36140	11/18/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Nelson Truck Equipment Co. Inc	17.74	
36140	11/18/2013	Street Fund	Repairs & Maint. - Fleet	Nelson Truck Equipment Co. Inc	17.74	

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	35.48
36141	11/18/2013	General Fund	Instructors Prof Svcs	Drew Nicklas	315.00
				Check Total:	315.00
36142	11/18/2013	General Fund	Dues/memberships	National Rec & Park Assc	159.00
				Check Total:	159.00
36143	11/18/2013	General Fund	Prof. Svcs-Instructors	Pamela Odegard	165.00
				Check Total:	165.00
36144	11/18/2013	General Fund	Operating Rentals and Leases	Onesource Water	147.83
				Check Total:	147.83
36145	11/18/2013	Street Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	2.59
36145	11/18/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	2.60
36145	11/18/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	51.45
36145	11/18/2013	Street Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	51.45
36145	11/18/2013	Street Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	1.20
36145	11/18/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	1.20
36145	11/18/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	37.22
36145	11/18/2013	Street Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	37.21
36145	11/18/2013	Street Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	5.19
36145	11/18/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	OReilly Auto Parts	5.19
				Check Total:	195.30
36146	11/18/2013	Surface Water Mgmt CIP	NERA DRAINAGE IMPR PROG	OTAK, Inc	54,738.94
				Check Total:	54,738.94
36147	11/18/2013	General Fund	Prof. Svcs-Instructors	Fritzi Oxley	120.00
				Check Total:	120.00
36148	11/18/2013	General Fund	Operating Rents & Leases	Pacific Office Automation Inc	81.84
36148	11/18/2013	General Fund	Operating Rents & Leases	Pacific Office Automation Inc	786.35

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
Check Total:					868.19
36149	11/18/2013	General Fund	Professional Services	Pacific Institute	11,000.00
36149	11/18/2013	General Fund	Professional Services	Pacific Institute	4,324.50
36149	11/18/2013	General Fund	Professional Services	Pacific Institute	843.34
Check Total:					16,167.84
36150	11/18/2013	General Fund	Human Svc-Family/Youth	Pregnancy Aid of So. King Coun	375.00
Check Total:					375.00
36151	11/18/2013	General Fund	Senior Trips	Petty Cash Custodian	9.25
36151	11/18/2013	General Fund	Senior Trips	Petty Cash Custodian	18.25
36151	11/18/2013	General Fund	Senior Trips	Petty Cash Custodian	12.62
36151	11/18/2013	General Fund	Office And Operating Supplies	Petty Cash Custodian	3.27
36151	11/18/2013	General Fund	Senior Trips	Petty Cash Custodian	15.00
36151	11/18/2013	General Fund	Senior Trips	Petty Cash Custodian	10.00
36151	11/18/2013	General Fund	Senior Trips	Petty Cash Custodian	10.00
36151	11/18/2013	General Fund	Office And Operating Supplies	Petty Cash Custodian	15.00
36151	11/18/2013	General Fund	Senior Trips	Petty Cash Custodian	9.25
36151	11/18/2013	General Fund	Senior Trips	Petty Cash Custodian	8.95
36151	11/18/2013	General Fund	Senior Trips	Petty Cash Custodian	12.15
36151	11/18/2013	General Fund	Senior Trips	Petty Cash Custodian	7.00
36151	11/18/2013	General Fund	Senior Trips	Petty Cash Custodian	7.00
36151	11/18/2013	General Fund	Senior Trips	Petty Cash Custodian	12.83
36151	11/18/2013	General Fund	Fuel/Gas/Gasoline Consumption	Petty Cash Custodian	35.29
Check Total:					185.86
36152	11/18/2013	General Fund	Office and Operating Supplies	Petty Cash Custodian	27.40
36152	11/18/2013	General Fund	Other Travel	Petty Cash Custodian	20.00
36152	11/18/2013	General Fund	Office and Operating Supplies	Petty Cash Custodian	15.74
36152	11/18/2013	General Fund	Office and Operating Supplies	Petty Cash Custodian	21.87
36152	11/18/2013	General Fund	Office and Operating Supplies	Petty Cash Custodian	20.78
36152	11/18/2013	General Fund	Office And Operating Supplies	Petty Cash Custodian	19.71
36152	11/18/2013	General Fund	Other Travel	Petty Cash Custodian	8.00
36152	11/18/2013	General Fund	Office and Operating Supplies	Petty Cash Custodian	4.70
36152	11/18/2013	General Fund	Office and Operating Supplies	Petty Cash Custodian	19.70
36152	11/18/2013	General Fund	Other Travel	Petty Cash Custodian	5.00
36152	11/18/2013	General Fund	Office and Operating Supplies	Petty Cash Custodian	5.34
36152	11/18/2013	General Fund	Other Travel	Petty Cash Custodian	5.00
36152	11/18/2013	General Fund	Printing/Binding/Copying	Petty Cash Custodian	9.82

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
36152	11/18/2013	General Fund	Office and Operating Supplies	Petty Cash Custodian	15.62
				Check Total:	198.68
36153	11/18/2013	General Fund	Office And Operating Supplies	Pacific Lamp & Supply Company	75.29
36153	11/18/2013	General Fund	Office And Operating Supplies	Pacific Lamp & Supply Company	315.36
				Check Total:	390.65
36154	11/18/2013	General Fund	Repairs and Maintenance	Performance Mechanical Group	114.98
				Check Total:	114.98
36155	11/18/2013	General Fund	Printing/Binding/Copying	Print Place	367.65
				Check Total:	367.65
36156	11/18/2013	General Fund	Utilities	PSE Pmt. Processing	64.81
36156	11/18/2013	General Fund	Utilities	PSE Pmt. Processing	1,414.13
36156	11/18/2013	General Fund	Utilities	PSE Pmt. Processing	53.19
36156	11/18/2013	Street Fund	Utilities-Street Lighting	PSE Pmt. Processing	1,711.13
36156	11/18/2013	General Fund	Utilities	PSE Pmt. Processing	43.94
				Check Total:	3,287.20
36157	11/18/2013	General Fund	Registration - Trainng/Workshp	PSFOA	50.00
				Check Total:	50.00
36158	11/18/2013	Surface Water Management Fund	TV Inspection and Vactoring	Pipeline Video&Cleaning North	620.00
36158	11/18/2013	Surface Water Management Fund	TV Inspection and Vactoring	Pipeline Video&Cleaning North	232.50
				Check Total:	852.50
36159	11/18/2013	General Fund	Refund Clearing Account -Parks	Teresa Felix	66.00
				Check Total:	66.00
36160	11/18/2013	General Fund	Performance And Maint Bonds	John Babarovich	2,000.00
				Check Total:	2,000.00
36161	11/18/2013	General Fund	Pet Licenses	Amanda Cox	100.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	100.00
36162	11/18/2013	General Fund	Pet Licenses	Marsha Milroy	60.00
				Check Total:	60.00
36163	11/18/2013	General Fund	Electrical Permit	Timothy Monohan	68.00
				Check Total:	68.00
36164	11/18/2013	General Fund	Security/Performance Bond Payb	RPC Holdings	585.00
				Check Total:	585.00
36165	11/18/2013	General Fund	Refund Clearing Account -Parks	Jin Joe	100.00
				Check Total:	100.00
36166	11/18/2013	General Fund	Refund Clearing Account -Parks	Judy Turner	6.00
				Check Total:	6.00
36167	11/18/2013	General Fund	Refund Clearing Account -Parks	Highline Medical Center	75.00
				Check Total:	75.00
36168	11/18/2013	General Fund	Refund Clearing Account -Parks	Melissa McCall	15.00
				Check Total:	15.00
36169	11/18/2013	General Fund	Instructors Prof Svcs	Esther Robinson	60.00
36169	11/18/2013	General Fund	Instructors Prof Svcs	Esther Robinson	60.00
				Check Total:	120.00
36170	11/18/2013	General Fund	Advertising	Robinson Newspapers	85.00
36170	11/18/2013	General Fund	Advertising	Robinson Newspapers	460.00
				Check Total:	545.00
36171	11/18/2013	General Fund	Prof. Svcs-Instructors	Elizabeth B. Rodgers	895.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	895.00
36172	11/18/2013	General Fund	Sftwre Subscript & Licensing	Scalable	536.64
				Check Total:	536.64
36173	11/18/2013	General Fund	Jail Contracts	SCORE	38,365.92
				Check Total:	38,365.92
36174	11/18/2013	General Fund	Advertising	Seattle Times	69.13
36174	11/18/2013	General Fund	Advertising	Seattle Times	830.88
36174	11/18/2013	General Fund	Advertising/Legal Publications	Seattle Times	150.00
36174	11/18/2013	General Fund	Advertising	Seattle Times	124.88
36174	11/18/2013	Surface Water Mgmt CIP	NERA DRAINAGE IMPR PROG	Seattle Times	218.54
				Check Total:	1,393.43
36175	11/18/2013	General Fund	Professional Services	Nancy Shattuck	2,091.00
				Check Total:	2,091.00
36176	11/18/2013	General Fund	Nuisance and Abatement Costs	Sherwin-Williams Co.	38.43
36176	11/18/2013	General Fund	Nuisance and Abatement Costs	Sherwin-Williams Co.	33.24
				Check Total:	71.67
36177	11/18/2013	Street Fund	Repairs & Maint. - Fleet	Six Robblees' Inc.	55.84
36177	11/18/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Six Robblees' Inc.	55.85
36177	11/18/2013	Street Fund	Repairs & Maint. - Fleet	Six Robblees' Inc.	159.36
36177	11/18/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Six Robblees' Inc.	159.37
				Check Total:	430.42
36178	11/18/2013	General Fund	Utilities	Southwest Suburban Sewer Dist.	441.00
36178	11/18/2013	General Fund	Utilities	Southwest Suburban Sewer Dist.	237.00
36178	11/18/2013	General Fund	Utilities	Southwest Suburban Sewer Dist.	38.44
36178	11/18/2013	General Fund	Utilities	Southwest Suburban Sewer Dist.	55.00
36178	11/18/2013	General Fund	Utilities	Southwest Suburban Sewer Dist.	55.00
36178	11/18/2013	General Fund	Utilities	Southwest Suburban Sewer Dist.	55.00
36178	11/18/2013	General Fund	Utilities	Southwest Suburban Sewer Dist.	155.00
36178	11/18/2013	General Fund	Utilities	Southwest Suburban Sewer Dist.	108.40

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
36178	11/18/2013	General Fund	Utilities	Southwest Suburban Sewer Dist.	33.83
				Check Total:	1,178.67
36179	11/18/2013	General Fund	Prof. Svcs-Instructors	Bonnie Taschler	140.00
				Check Total:	140.00
36180	11/18/2013	General Fund	Office And Operating Supplies	TelData Systems Inc	380.23
				Check Total:	380.23
36181	11/18/2013	General Fund	Teen Programs	Reginald Thomas	195.20
				Check Total:	195.20
36182	11/18/2013	General Fund	Office And Operating Supplies	The Part Works Inc	10.60
				Check Total:	10.60
36183	11/18/2013	General Fund	Instructors Prof Svcs	Fred Vaughan	60.00
				Check Total:	60.00
36184	11/18/2013	General Fund	Telephone	Verizon Wireless	40.01
36184	11/18/2013	General Fund	Telephone	Verizon Wireless	72.58
36184	11/18/2013	General Fund	Telephone	Verizon Wireless	188.26
36184	11/18/2013	General Fund	Drug Seizure Proceeds KCSO	Verizon Wireless	200.05
36184	11/18/2013	General Fund	Telephone	Verizon Wireless	143.70
36184	11/18/2013	Street Fund	Telephone	Verizon Wireless	245.27
36184	11/18/2013	Surface Water Management Fund	Telephone	Verizon Wireless	402.85
36184	11/18/2013	General Fund	Telephone	Verizon Wireless	136.54
				Check Total:	1,429.26
36185	11/18/2013	General Fund	Prof. Svcs-Instructors	Pamela Ann Videen	765.00
				Check Total:	765.00
36186	11/18/2013	General Fund	Professional Services	Walk Bike Burien	600.00
				Check Total:	600.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
36187	11/18/2013	General Fund	Prosecution - City Atty	Walls Law Firm	13,175.14
				Check Total:	13,175.14
36188	11/18/2013	General Fund	Jail Contracts	WASPC-Regional Cities EHM	1,318.00
				Check Total:	1,318.00
36189	11/18/2013	General Fund	Prof. Svcs-Instructors	Carly Waterman	100.00
				Check Total:	100.00
36190	11/18/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Washington Tractor	533.96
36190	11/18/2013	Street Fund	Repairs & Maint. - Fleet	Washington Tractor	533.97
36190	11/18/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Washington Tractor	97.61
36190	11/18/2013	Street Fund	Repairs & Maint. - Fleet	Washington Tractor	97.61
				Check Total:	1,263.15
36191	11/18/2013	General Fund	Utilities	Water District No 20	48.02
36191	11/18/2013	General Fund	Utilities	Water District No 20	823.13
36191	11/18/2013	General Fund	Utilities	Water District No 20	85.98
36191	11/18/2013	General Fund	Utilities	Water District No 20	1,026.38
36191	11/18/2013	General Fund	Utilities	Water District No 20	158.36
36191	11/18/2013	General Fund	Utilities	Water District No 20	52.28
36191	11/18/2013	General Fund	Utilities	Water District No 20	39.50
36191	11/18/2013	Street Fund	Landscape Maint - Utilities	Water District No 20	215.68
36191	11/18/2013	General Fund	Utilities	Water District No 20	71.64
36191	11/18/2013	General Fund	Utilities	Water District No 20	283.81
36191	11/18/2013	Street Fund	Landscape Maint - Utilities	Water District No 20	329.88
				Check Total:	3,134.66
36192	11/18/2013	General Fund	Probatn/Public Defndr Screenng	Tammy Weigel	960.00
				Check Total:	960.00
36193	11/18/2013	General Fund	Office And Operating Supplies	Walter E Nelson Co	718.47
36193	11/18/2013	General Fund	Office and Operating Supplies	Walter E Nelson Co	359.24
36193	11/18/2013	General Fund	Office Supplies	Walter E Nelson Co	119.74
				Check Total:	1,197.45

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
36194	11/18/2013	Transportation CIP	Design - Engineering	Washington State D.O.T.	2,260.58
				Check Total:	2,260.58
36195	11/18/2013	General Fund	Professional Services	Washington State Patrol	90.00
				Check Total:	90.00
				Report Total:	1,324,875.42

DRAFT

Burien
WASHINGTON

CITY COUNCIL REGULAR MEETING MINUTES

November 4, 2013

7:00 p.m.

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

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, Councilmembers Jack Block, Jr., Rose Clark, Bob Edgar and Gerald F. Robison. Councilmember Joan McGilton was excused. Deputy Mayor Krakowiak arrived at 7:06 pm.

Administrative staff present: Craig D. Knutson, Interim City Manager; Angie Chafty, Human Resources Manager; Kim Krause, Finance Director; Chip Davis, Community Development Director; Maiya Andrews, Public Works Director; and, Monica Lusk, City Clerk.

AGENDA CONFIRMATION

Direction/Action

Motion was made by Councilmember Clark, seconded by Councilmember Block and passed unanimously to affirm the November 4, 2013, Agenda.

PUBLIC COMMENT

Patricia Woolery, P.O. Box 48137, Seattle
Goodspaceguy, 10219 Ninth Avenue South, Boulevard Park
Laura Hoffman, 10770 Marine View Drive SW, Seattle
Inga Martin, 115 SW 140th Street, Burien
Meg Van Wyk, 16203 25th Avenue SW, Burien
Quinton Thompson, 179 South 182nd Street, Burien
Barbara Dobkin, North Highline Unincorporated Area Council (NHUAC), Seattle

CORRESPONDENCE FOR THE RECORD

- a. Email Dated October 24, 2013, from Jennifer McCaslin.
- b. Email Dated October 28, 2013, from Lori Crow.

CONSENT AGENDA

- a. Approval of Check Register: Numbers 35845 - 36064 in the Amounts of \$1,684,329.58 for Payment on November 4, 2013; and Payroll Salaries and Benefits Numbers 5937 - 5956 for Direct Deposits and Wire Transfers in the Amount of \$356,615.39 for September 16 – September 30, 2013, Paid on October 4, 2013 and \$222,278.02 for October 1 – October 15, 2013, Paid on October 15, 2013.
- b. Approval of Minutes: Regular Meeting, October 7, 2013; Special Meeting, October 21, 2013; Study Session, October 28, 2013.
- c. Motion on Revised Arts Fund Recommendation Process.
- d. Motion to Increase the VEBA Contribution by an Additional \$200 per Month per Councilmember Effective January 1, 2014.
- e. Motion to Adopt Resolution No. 350, Stating Approval of the Association of Washington Cities Employee Benefit Trust Health Care Program Interlocal Agreement.

Councilmembers Block, Clark and Edgar requested removing Item “c” Motion on Revised Arts Fund Recommendation Process from the Consent Agenda for further discussion.

Direction/Action

Motion was made by Deputy Mayor Krakowiak, seconded by Councilmember Clark, and passed unanimously to approve the November 4, 2013, Consent Agenda as amended to move Item “c” Motion on Revised Arts Fund Recommendation Process to Business Agenda Item “h.”

BUSINESS AGENDA

Public Hearing on Revenue Sources and Expenditures for 2013-2014 Mid-biennial Budget Review and Update

Mayor Bennett opened the public hearing at 7:43 p.m.

Goodspaceguy, 10219 Ninth Avenue South, Boulevard Park

There being no further testimony, Mayor Bennett closed the public hearing at 7:47 p.m.

Discussion on the 2014 Property Tax Levy

Direction/Action

Councilmembers requested placing Ordinance No. 589, Levying the General Taxes for the City of Burien on the November 18, 2013 Business Agenda for consideration.

Discussion of Ordinance No. 590 Increasing the City’s Surface Water Management Service Charges and Amending Chapter 13.10 of the Burien Municipal Code

Direction/Action

Councilmembers requested placing Ordinance No. 590, Increasing Surface Water Management Service Charges on the November 18, 2013 Business Agenda for consideration.

Motion to Name Voting Delegate to the National League of Cities (NLC) Annual Business Meeting, November 16, 2013

Direction/Action

MOTION was made by Councilmember Clark, seconded by Councilmember Block to name Councilmember Bob Edgar as the voting delegate for the National League of Cities (NLC) Annual Business Meeting, November 16, 2013. **Motion** passed 5-0. 1 Abstention. Abstained, Councilmember Edgar.

Update on Interlocal Agreement with Port of Seattle for Northeast Redevelopment Area (NERA)

Follow-up

Staff will provide a revised Port Owned NERA Properties map with each block identified by numbers with a number key.

Introduction of Ordinance to Extend Seattle City Light Franchise

Direction/Action

Councilmembers requested placing Ordinance No. 595, Extending for Six Months the Non-Exclusive Franchise Under Which Seattle City Light is Authorized to Use Designated Rights-of-Way on the November 18, 2013 Consent Agenda for approval.

Discussion on 2014 Federal and State Legislative Priorities

Direction/Action

Councilmembers requested placing the 2014 Federal and State Legislative Priorities on the November 18, 2013 Consent Agenda for approval.

Follow-up

Staff will keep communicating at the lobbyist and staff levels with the Highline School District on issues where there is mutual interest and bring to Council any additional priorities, add Metro's service reductions to the priorities, and add the City to the "Keep Washington Rolling" coalition.

Motion on Revised Arts Fund Recommendation Process

(This item was moved from the Consent Agenda)

Follow-up

Staff will start the Arts Fund Recommendation Process and provide a clearer procedure on the revised Arts Fund Recommendation process on November 18 to include who selects and ensures an unbiased panel and what qualifies citizens to be on panel. Staff will provide how many Arts Commissioners currently have a conflict of interest.

City Manager's Report

Follow-up

Staff will provide the two existing Capital Improvement Program (CIP) projects from last year's Storm Drainage Master Plan that will be funded through the Department of Ecology National Pollutant Discharge Elimination System (NPDES) Capacity grant, and prepare a proclamation naming November 2013 Pancreatic Cancer Awareness month.

COUNCIL BUSINESS

Councilmember Block urged residents to propose names for the trail in the Northeast Redevelopment Area (NERA).

ADJOURNMENT

Direction/Action

MOTION was made by Deputy Mayor Krakowiak, seconded by Councilmember Clark and passed unanimously to adjourn the meeting at 8:37 p.m.

Brian Bennett, Mayor

Monica Lusk, City Clerk

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 595

AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, EXTENDING FOR SIX MONTHS THE NON-EXCLUSIVE FRANCHISE UNDER WHICH SEATTLE CITY LIGHT IS AUTHORIZED TO USE DESIGNATED RIGHTS-OF-WAY TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR AN ELECTRIC LIGHT AND POWER SYSTEM IN THE CITY OF BURIEN.

WHEREAS, the City of Burien, by Ordinance No. 247, granted Seattle City Light, an electric utility owned and operated by the City of Seattle, a non-exclusive franchise to make use of designated rights-of-way for purposes of constructing, maintaining operating, replacing and repairing an electric light and power system, effective January 1, 1999, for a term of 15 years; and

WHEREAS, the franchise granted to Seattle City Light is set to expire on January 31, 2014; and

WHEREAS, the City of Burien and Seattle City Light have been in negotiations for over one year on a new franchise; and

WHEREAS, extension of the current franchise for six additional months would provide the City and Seattle City Light with needed time to finalize negotiations of a new franchise and have the proposed franchise routed through the City's and the City of Seattle's legislative process;

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

Section 1. Franchise Extension. The Seattle City Light franchise granted pursuant to City Ordinance No. 247 is extended through July 31, 2014, or until the effective date of a replacement franchise, whichever occurs first.

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

Section 3. Effective Date. This Ordinance shall take effect five days after publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS ____ DAY OF _____, 2013.

CITY OF BURIEN

Brian Bennett, Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:

Ann Marie Soto, Acting City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.: 595
Date of Publication:



City of Burien 2014 Federal & State Legislative Priorities

Promote Services and Economic Development through Transportation Funding

- Advocate for a state transportation revenue package to provide adequate funding for vital Metro bus service, construction funding for the SR 518/Des Moines Memorial Drive interchange improvement project to support commercial development in the Northeast Redevelopment Area (NERA), and ongoing funding for street project needs. Work with the federal delegation to ensure that FAA grant money is forthcoming for the NERA Pilot Project infrastructure. (State and Federal)
- Advocate for the reauthorization of MAP-21 (Moving Ahead for Progress in the 21st Century) and for more permanent funding for the federal Highway Trust Fund (Federal)

Maintain and Strengthen City Services and Facilities

- Work to achieve these State funding issues:
 1. Eliminate the \$10 million ongoing diversion of liquor taxes and reinstate the local share of excess liquor profits.
 2. Eliminate the 6-year diversion of Public Works Trust Fund monies that occurred in the 2013-15 state operating budget.
 3. Ensure continued appropriation of committed state share funds such as liquor profits and taxes, streamlined sales tax (SST) mitigation funding, municipal criminal justice account funding, the annexation sales tax credit, and public health funding. (State)
- Marijuana Legalization Revenues. Share a portion of the anticipated marijuana revenue collected with cities to help offset local impacts. Harmonize medical marijuana regulations to reflect legalization and state regulation of recreational marijuana. Oppose any preemption of local authority over traditional land use, licensing, local taxes and fees, and other regulatory functions regarding marijuana production or distribution. (State)
- Work to retain local control over City Business and Occupation (B&O) taxes, while encouraging the simplification of collection. (State)
- Work with other local jurisdictions to pursue further funding for mediation of the public records cost recovery issue. (State)
- Maintain partnership efforts to improve the health of Puget Sound, including:
Create a pharmaceutical return program to prevent toxic prescription drugs from entering the Sound through inappropriate disposal practices. (State)
- Monitor fish consumption rulemaking and legislation with an emphasis on costs to comply with new standards. (State)

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Public Hearing on Revenue Sources and Expenditures for 2013-2014 Mid-biennial Budget Review and Update		Meeting Date: November 18, 2013
Department: Finance Department	Attachments: 1. Public Hearing Notice	Fund Source: N/A Activity Cost: N/A Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Contact: Kim Krause, Finance Director		
Telephone: (206) 439-3150		
PURPOSE/REQUIRED ACTION: The purpose of this agenda item is for Council to hold the second public hearing to receive comments on the 2013-2014 Mid-biennial Budget Review and Update.		
BACKGROUND (Include prior Council action & discussion): This is the second of two scheduled public hearings. Citizens and community organizations are encouraged to participate by providing the Council with their priorities for future infrastructure projects, public safety enhancements, human services programs, cultural and recreational opportunities, and other public services. The first public hearing was held on November 4, 2013. Staff has revised the budget calendar as follows: Monday, November 4, 2013 – Regular Council Meeting – First Public Hearing on Revenue Sources and Expenditures, Discussion on Ordinance No. 589 Setting the 2014 Property Tax Levy, Discussion on Ordinance No. 590 Increasing the Surface Water Management Service Charges and Amending Chapter 13.10 of the Burien Municipal Code and brief presentation of components included in the 2013-2014 Mid-biennial Budget Review and Update. Monday, November 18, 2013 – Regular Council Meeting – Second Public Hearing on Revenue Sources and Expenditures, Adoption of Ordinance No. 589 Setting the 2014 Property Tax Levy, Adoption of Ordinance No. 590 Increasing the Surface Water Management Service Charges and Amending Chapter 13.10 of the Burien Municipal Code, Discussion on Ordinance No. 588 Amending the 2013-2014 Biennial Budget and Discussion of 2014 Financial Policies. Monday, December 2, 2013 – Regular Council Meeting – Adoption of Ordinance No. 588 Amending the 2013-2014 Biennial Budget and Adoption of 2014 Financial Policies. Adoption of the budget may be extended (to any date prior to January 1, 2014) if Council decides to continue discussion of the 2013-2014 Mid-biennial Budget Review and Update. The Property Tax Levy and Surface Water Management Rates must be adopted prior to November 30, 2013.		
OPTIONS (Including fiscal impacts): N/A		
Administrative Recommendation: Conduct the public hearing on the 2013-2014 Mid-biennial Budget Review and Update.		
Advisory Board Recommendation: N/A		
Suggested Motion: None required.		
Submitted by: Kim Krause, Finance Director		
Administration _____	City Manager _____	
Today's Date: November 8, 2013	File Code: \\File\records\CC\Agenda Bill 2013\111813ad-1 Public Hearing.docx	



Burien

Washington, USA

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

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

www.burienwa.gov

DATE: October 22, 2013
FOR RELEASE: October 23 and October 30, 2013
CONTACT: Finance Department
Telephone: (206) 439-3150

2013-2014 MID-BIENNIAL BUDGET REVIEW PUBLIC HEARING NOTICE

The City of Burien will hold a public hearing on Monday, November 4, 2013, and Monday, November 18, 2013 for the purpose of:

Receiving the publics' comments on revenue sources, including a possible increase of up to 1% in property tax revenue, and expenditures for the 2013-2014 Mid-Biennial Budget review and amendments.

The hearing will be in the Burien Council Chambers at 400 SW 152nd St., at approximately 7:00 p.m. The 2013-2014 Mid-Biennial Budget Review will be available on November 1, 2013 on the City's website, www.burienwa.gov, or copies can be obtained by calling the Finance Department at (206) 439-3150.

Sign language and communication in alternate format can be arranged given sufficient notice. Please contact the City Clerk's office at (206) 248-5517.

###

Published in The Seattle Times: October 23, 2013 and October 30, 2013
The Westside Weekly: November 1, 2013

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion on and Possible Motion to Adopt Ordinance No. 596 Authorizing an Interfund Loan to the Parks and General Government Capital Projects Fund from the General Fund		Meeting Date: November 18, 2013
Department: Finance Department	Attachments: 1. Ordinance No. 596	Fund Source: General Fund Activity Cost: \$2,700,000 Amount Budgeted: \$0 Unencumbered Budget Authority: \$0
Contact: Kim Krause, Finance Director		
Telephone: (206) 439-3150		
PURPOSE/REQUIRED ACTION:		
<p>The purpose of this agenda item is to discuss and potentially adopt Ordinance No. 596 Authorizing an interfund loan to the Parks and General Government Capital Projects Fund from the General Fund.</p>		
BACKGROUND (Include prior Council action & discussion):		
<p>The 2013-14 Biennial Budget includes funding in the Parks and General Government Capital Projects Fund for Seahurst Park – North Shoreline Project. The Army Corps of Engineers is managing this project and they require the City to advance the full amount of constructions costs prior to beginning the project. The City advanced \$3.9 million, which left the Parks and General Government Fund with a negative cash balance of approximately \$2.65 million. The expenses will be reimbursed by grants; however, the reimbursement may occur after the end of the year and the negative cash balance would create an unauthorized interfund loan. The General Fund has sufficient cash to meet these needs. This is a temporary interfund loan for cash flow purposes only. The interfund loan will be repaid by December 31, 2014 and will carry an interest rate commensurate with the rate earned by investments in the State of Washington Local Government Investment Pool. Staff also included a request to approve the budget for this transaction in Ordinance No. 588, amending the 2013-14 Biennial Budget.</p>		
OPTIONS (Including fiscal impacts): N/A		
Administrative Recommendation: Hold discussion and place on the December 2, 2013 consent agenda for adoption.		
Suggested Motion: N/A		
Submitted by:		
Administration _____	City Manager _____	
Today's Date: November 12, 2013	File Code: \\File\records\CC\Agenda Bill 2013\111813ad-1 Interfund Loan Authorization.docx	

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 596

AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, AUTHORIZING AN INTERFUND LOAN TO THE PARKS AND GENERAL GOVERNMENT CAPITAL PROJECTS FUND FROM THE GENERAL FUND

WHEREAS, RCW 43.09.200 provides that the State Auditor shall formulate, prescribe, and install and system of accounting and reporting for all local governments; and

WHEREAS, such as system has been created and is known as the Budgeting, Accounting and Reporting System (BARS); and

WHEREAS, the BARS manual at Part 3, Chapter 4, Section A provides guidelines for loans between City funds; and

WHEREAS, the Army Corps of Engineers is managing the Seahurst Park – North Shoreline Project and requires advance funding to begin the project; and

WHEREAS, Fund 317, the Parks and General Government Capital Projects Fund, paid \$3.9 million to the Army Corps of Engineers for construction of the project, leaving the fund with a negative cash balance in the amount of \$2.65 million; and

WHEREAS, these funds will be reimbursed by grants; however, reimbursement may not be received prior to the end of the year; and

WHEREAS, Fund 317, the Parks and General Government Capital Projects Fund, is in need of a temporary loan solely for cash flow purposes; and

WHEREAS, the General Fund has sufficient cash to meet this need.

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

Section 1. Interfund Loan Authorized. The City Council does hereby authorize an interfund loan from the General Fund to Fund 317, the Parks and General Government Capital Projects Fund, in the amount of \$2.7 million to be repaid in full by December 31, 2014 at an interest rate commensurate with the rate earned by investments in the State of Washington Local Government Investment Pool. The interfund loan will be available 5 days after the

passage of this Ordinance.

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

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS ____ DAY OF _____, 2013.

CITY OF BURIEN
Brian Bennett, Mayor

ATTEST/AUTHENTICATED:
Monica Lusk, City Clerk
Approved as to form:
Ann Marie Soto, Acting City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 596
Date of Publication:

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion on 2013-14 Mid-biennial Budget Modification		Meeting Date: November 18, 2013
Department: Finance Department	Attachments: 1. Draft Ordinance 588 2. Presentation 3. Budget Memo 4. CIP Summary 5. January 1, 2014 Salary Schedules 6. July 1, 2014 Salary Schedules 7. Financial Policies	Fund Source: N/A Activity Cost: N/A Amount Budgeted: N/A 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 the 2013-14 Biennial Budget Modification.		
BACKGROUND (Include prior Council action & discussion): On November 5, 2012, Council adopted the 2013-14 Biennial Budget (Ordinance #568). On May 20, 2013, Council approved Ordinance No. 580 appropriating \$500,000 for Town Square litigation, mediation, settlement, and negotiation services. That ordinance is included in this amendment; however, the appropriation is reduced to \$245,000. On August 5, 2013, Council approved Ordinance No. 584 appropriating \$3,600,000 for the purchase of property in the North East Redevelopment Area (NERA), which is also incorporated into this budget amendment. Staff has also incorporated Ordinance No. 596, authorizing an interfund loan for the Seahurst Park – North Shoreline project, scheduled for approval on December 2, 2013.		
By law, the Council must review and make applicable adjustments to the biennial budget, between the eighth month and the end of the first year. The mid-biennial review only addresses items that need budgetary changes. Those adjustments are included in Ordinance 588.		
The financial policies include a provision that employee compensation be reviewed at least every three years to maintain competitiveness within the local market. In 2007, positions that were behind market were adjusted to within 97% of market. In 2010, no adjustments were given due to the economy. In addition, staff has only received a total of 3% in cost of living adjustments over the past four years so salaries have fallen significantly behind market. Staff also agreed to reduce their benefit package in 2012 for an annual savings of \$66,000. This budget proposal includes a recommendation to phase-in the salary survey. The first phase will place all positions within 97.5% of market on January 1, 2014 and the second phase will place all positions at market on July 1, 2014. The bulk of these salary increases can be funded by the elimination of all medical increases due to the AWC Trust becoming self-insured on January 1, 2014 and the reduction of the 2% COLA placeholder to 1%. The 1% COLA costs the City approximately \$55,000.		
There is one policy change included in this budget amendment. In 2012, Council approved increasing the General Fund Reserve from 10% to 20% by the year 2022. In 2012, the General Fund ending fund balance was approximately 31% of budgeted recurring revenue. This increase is due to the receipt of significant one-time revenue and some one-time expenditure savings. Staff is proposing that the General Fund Reserve be increased from 10% to 15%.		
Administrative Recommendation: Hold discussion on Ordinance No. 588, amending the 2013-14 Biennial Budget. Provide direction to staff and consider placing on the December 2 nd agenda for adoption.		
Advisory Board Recommendation: N/A		
Suggested Motion: None required.		
Submitted by: Kim Krause, Finance Director Administration <u></u>		City Manager <u></u>
Today's Date: November 8, 2013		File Code: \\File\records\CC\Agenda Bill 2013\111813ad-2 Mid-biennial Budget Review and Update.docx

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 588

AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, AMENDING THE 2013-2014 BIENNIAL BUDGET OF THE CITY OF BURIEN, WASHINGTON TO ADJUST REVENUES AND APPROPRIATE EXPENDITURES TO THE CITY FUNDS FOR 2013 AND 2014

WHEREAS, the City of Burien adopted the 2013-2014 Biennial Budget by Ordinance No. 568; and

WHEREAS, on May 20, 2013, the City of Burien adopted Ordinance No. 580 providing funding for litigation, mediation, and settlement negotiation services related to the Town Square development; and

WHEREAS, on May 20, 2013, the City of Burien adopted Ordinance No. 584 providing for the issuance and sale of a limited tax general obligation bond for the purpose of providing funds to acquire land; and

WHEREAS, the City of Burien will receive additional revenue and incur additional debt service expense associated with these bonds.

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

Section 1. The 2013-2014 Adopted Budget for the City of Burien for the period January 1, 2013 through December 31, 2014 is hereby amended as shown in Exhibit A and B.

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

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

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____, 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 Soto, Interim City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 588
Date of Publication:

Exhibit A

The following exhibit illustrates the revised revenue and expenditure totals for all funds and brings current the totals for each fund previously reported in Ordinance No. 568:

City of Burien				
2013-14 Revised Budget - All Funds				

Operating Funds - Resources	Beginning Fund Balance	Revenues	Transfers In	Total Resources
General	\$ 6,446,025	\$ 47,513,000	\$ 160,000	\$ 54,119,025
Street	423,366	4,287,000	-	4,710,366
Surface Water Management	664,347	5,912,000	-	6,576,347
Public Works Reserve	380,618	2,176,000	-	2,556,618
Equipment Reserve	519,117	-	515,000	1,034,117
Art in Public Places	33,491	200	-	33,691
Capital Projects Reserve	670,418	1,344,400	-	2,014,818
Transportation Benefit District	23,599	650,000	-	673,599
Debt Service	105,431	480,330	4,910,000	5,495,761
LID Reserve	165,000	-	-	165,000
Capital Project Funds - Resources	Beginning Fund Balance	Revenues	Transfers In	Total Resources
Parks and General Government Capital Projects	(16,659)	10,463,380	1,000,000	11,446,721
Transportation Capital Projects	3,030,685	9,532,061	893,655	13,456,401
Surface Water Management Capital Projects	580,052	5,624,825	2,203,515	8,408,392
Total Resources	\$ 13,025,490	\$ 87,983,196	\$ 9,682,170	\$110,690,856

Operating Funds - Uses	Expenditures	Transfers Out	Ending Fund Balance	Total Uses
General	\$ 47,629,100	\$ 792,000	\$ 5,697,925	\$ 54,119,025
Street	3,302,505	885,000	522,861	4,710,366
Surface Water Management	4,352,240	2,095,000	129,107	6,576,347
Public Works Reserve	-	2,500,000	56,618	2,556,618
Equipment Reserve	400,000	-	634,117	1,034,117
Art in Public Places	33,491	-	200	33,691
Capital Projects Reserve	-	1,718,000	296,818	2,014,818
Transportation Benefit District	-	670,000	3,599	673,599
Debt Service	5,455,455	-	40,306	5,495,761
LID Reserve	-	-	165,000	165,000
Capital Project Funds - Uses	Expenditures	Transfers Out	Ending Fund Balance	Total Uses
Parks and General Government Capital Projects	11,048,100	328,515	70,106	11,446,721
Transportation Capital Projects	12,532,366	-	924,035	13,456,401
Surface Water Management Capital Projects	7,688,431	693,655	26,306	8,408,392
Total Uses	\$ 92,441,688	\$ 9,682,170	\$ 8,566,998	\$110,690,856

Exhibit B

The following illustrates the changes made in each fund, not the totals per fund.

City of Burien Changes to the 2013-2014 Budget -- All Funds				
	Changes to Beginning Fund Balance	Changes to Revenues	Changes to Transfers in	Changes to Total Resources
Operating Funds - Resources				
General	\$ 2,631,120	\$ 7,234,000	\$ 10,000	\$ 9,875,120
Street	304,304	192,000	-	496,304
Surface Water Management	411,054	320,000	-	731,054
Public Works Reserve	179,842	840,000	-	1,019,842
Equipment Reserve	105,134	-	15,000	120,134
Art in Public Places	(9,133)	-	(10,000)	(19,133)
Capital Projects Reserve	32,115	6,000	-	38,115
Transportation Benefit District	23,599	50,000	-	73,599
Debt Service	26,526	(17,620)	60,000	68,906
LID Reserve	-	-	-	-
Capital Project Funds - Resources				
	Changes to Beginning Fund Balance	Changes to Revenues	Changes to Transfers in	Changes to Total Resources
Parks and General Government Capital Projects	(129,660)	7,951,505	740,000	8,561,845
Transportation Capital Projects	1,557,928	9,369,061	643,655	11,570,644
Surface Water Management Capital Projects	(403,034)	5,309,825	860,480	5,767,271
Total Resources	\$ 4,729,795	\$ 31,254,771	\$ 2,319,135	\$ 38,303,701

	Changes to Expenditures	Changes to Transfers Out	Changes to Ending Fund Balance	Changes to Total Uses
Operating Funds - Uses				
General	\$ 6,927,810	\$ (50,000)	\$ 2,997,310	\$ 9,875,120
Street	6,825	135,000	354,479	496,304
Surface Water Management	(35,990)	795,000	(27,956)	731,054
Public Works Reserve	-	1,000,000	19,842	1,019,842
Equipment Reserve	-	-	120,134	120,134
Art in Public Places	18,491	-	(37,624)	(19,133)
Capital Projects Reserve	-	(150,000)	188,115	38,115
Transportation Benefit District	-	70,000	3,599	73,599
Debt Service	60,000	-	8,906	68,906
LID Reserve	-	-	-	-
Capital Project Funds - Uses				
	Changes to Expenditures	Changes to Transfers Out	Changes to Ending Fund Balance	Changes to Total Uses
Parks and General Government Capital Projects	8,424,479	75,480	61,886	8,561,845
Transportation Capital Projects	10,846,366	-	724,278	11,570,644
Surface Water Management Capital Projects	5,545,398	443,655	(221,782)	5,767,271
Total Uses	\$ 31,793,379	\$ 2,319,135	\$ 4,191,187	\$ 38,303,701

Exhibit C

Ordinance No. 588 amends the 2013-2014 Adopted Budget in the following funds:

GENERAL FUND 001

Beginning Fund Balance: An increase of \$2,631,120 was recognized when the books were closed for 2012.

Revenues: A net increase of \$7,234,000. This increase includes the \$3,600,000 limited tax general obligation bond authorized in Ordinance No. 584, adopted on May 20, 2013. Other adjustments include a 1% Property Tax increase, totaling \$154,000 and an additional \$1,031,000 in Sales Tax that is primarily due to improved auto sales. Utility Taxes have been adjusted downward by \$123,000. This is due to lower than expected natural gas receipts caused by a mild winter and reduced natural gas rates. Gambling Excise Tax reflects a \$140,000 decrease due to the reduction in the card room tax rate to 8%, as adopted by the Council earlier in the year. There is a \$60,000 increase in franchise fees and a \$50,000 increase in permit revenues for right-of-way inspections. State Shared Revenues (City Assistance) has been reduced by \$107,000 as the City no longer qualifies based on the calculation formula. Liquor Tax and Profits reflects a decrease of \$47,000 as the State used these funds to balance its budget. Seattle City Light revenues and other Intergovernmental revenues were overestimated and reflect a reduction of \$161,000. Recreation revenues have been increased by \$131,000 to reflect the current year activity and new programming. Fines and Forfeitures reflect an \$80,000 increase that is the result of penalty and interest collected as part of the utility tax audit. Miscellaneous revenues includes the an increase for repayment of a temporary interfund loan to Fund 317 in the amount of \$2,700,000 and a \$6,000 increase for an insurance reimbursement for damage to the Skate Park sign.

Transfers In: A net increase of \$10,000. The transfer in from the Street and Surface Water Management Funds is increased by \$5,000 each to fund a part-time GIS intern.

Expenditures: A net increase of \$6,927,810. The bulk of the increase (\$3,600,000) is due to the inclusion of the mid-year appropriation to purchase property in the North East Redevelopment Area (NERA) and the allocation of funds for litigation, mediation and settlement negotiation services related to the Town Square Development. While Council approved an additional \$500,000 for Town Square, staff reduced this amount to \$245,000 in this amendment.

This amendment also includes an increase in employee salaries and benefits (\$167,010) that is a combination of many factors including an increase in the VEBA contribution for Councilmembers (\$16,795), an increase in the City Manager's compensation package (\$37,575), the addition of a GIS Intern that is funded with a transfer from the Street and Surface Water Management Funds (\$9,965), and the addition of intermittent staffing in Parks, Recreation and Cultural Services to provide additional programming and to staff the Highline School District Joint Venture after school program (\$68,845). Also included is the implementation of the salary survey (\$170,890) that is offset by a reduction of the 2% COLA placeholder to 1% (\$38,585), the elimination of all medical increases as a result of the AWC Trust becoming self-insured (\$73,340) and savings due to re-organizations (\$25,135). The cost of the 1% COLA for all General Fund staff is \$40,780.

Other expenditure adjustments include an increase of \$2,000 to establish an annual volunteer recognition program, emailing the quarterly newsletter for a savings of \$50,000, closure of City Hall North because it is no longer needed by the Sheriff's Department (\$15,000), additional funds (\$100,000) for voter registration due to a change by County in the timing of their billing, additional funds (\$95,000) for the utility tax audit (offset by revenue), a reduction in the SCORE jail costs (\$80,000), an increase in the animal control contract (\$45,000) as approved by Council, the addition of \$40,000 to replace and upgrade equipment in the audio/video room in Council Chambers to improve security and reliability, a decrease in the 2014 King County Sheriff's contract (\$176,000), an increase in a Deputy who was being shared with King County (\$24,000), an increase in the condo operating costs due to some large repairs (\$28,000), an increase of \$30,000 in professional services to hire King County Community Services for graffiti removal and trash pickup, professional services to assist with preparation of a new Environmental Impact Statement to support the Comprehensive Plan update (\$100,000), program operation costs for the enhanced after school programs and Highline Joint Venture (\$30,300), the downtown bike rack project (\$10,000), repair of the skate park sign (\$6,000) and a new van (\$26,500) for the youth program as the current one is unreliable.

GENERAL FUND 001 Expenditures continued

An additional increase of \$2,700,000 relates to the temporary interfund loan to the Parks and General Government Capital Projects Fund. The interfund loan is necessary to maintain a positive cash balance while waiting for grant reimbursement for the Seahurst Park – North Shoreline capital improvement project.

Transfers Out: A net reduction of \$50,000. Due to improved REET collections, the General Fund transfer to the Parks and General Government CIP Fund (\$110,000) was eliminated. This is offset by an increase (\$60,000) to the Debt Service Fund for the interest expense on the line of credit issued earlier in the year.

Ending Fund Balance: An increase of \$2,997,310 reflects the net changes of the adjustments noted above.

STREET FUND 101

Beginning Fund Balance: An increase of \$304,304 was recognized when the books were closed for 2012.

Revenues: A net increase of \$192,000. This increase reflects a reduction (\$60,000) in Solid Waste Utility Taxes due to reduced rates as a result of awarding the solid waste contract to CleanScapes effective June 2014. This decrease is offset by increased franchise fees that will be used to establish an annual overlay program (\$252,000).

Expenditures: A net increase of \$6,825. This amendment includes a net decrease of \$33,175 in salaries and benefits that is a combination of several factors including decreasing the budgeted 2% COLA to 1% (\$6,745) and the elimination of all medical increases as a result of the AWC Trust becoming self-insured (\$8,305) and reducing the salaries and benefits to reflect the current staffing (\$26,515). These decreases are offset by the implementation of the salary survey (\$8,390). The cost of the 1% COLA for these staff members is \$4,745.

Capital outlay includes \$40,000 for a chipper as city crews currently rent or borrow this piece of equipment from a neighboring city.

Transfers Out: A net increase of \$135,000. This increase includes reducing the transfer to the Debt Service Fund (\$70,000) as the Transportation Benefit District Fund can provide more support for the overlay bonds; increasing the transfer to the General Fund to pay for half of the GIS intern (\$5,000) and adding a transfer to the Transportation CIP Fund (\$200,000) as a result of the increased franchise fees due to the CleanScapes contract implementation in June 2014.

Ending Fund Balance: An increase of \$354,479 reflects the net changes of the adjustments noted above.

SURFACE WATER MANAGEMENT FUND 104

Beginning Fund Balance: An increase of \$411,054 was recognized when the books were closed for 2012.

Revenues: An increase of \$320,000 is the result of receiving funds from the King County Flood Control District for the purchase of the vector truck (\$275,000) and the addition of a grant from the Department of Ecology (\$45,000).

Expenditures: A net decrease of \$35,990. This decrease is due to a combination of factors in salaries and benefits including a reduction of the budgeted 2% COLA to 1% (\$9,635), the elimination of all medical increases as a result of the AWC Trust becoming self-insured (\$18,030), and a reduction of the Civil Engineer III position to a Civil Engineer – Journey Level (\$27,025). These decreases are offset by the implementation of the salary survey (\$18,700). The cost of the 1% COLA for these staff members is \$8,145.

Transfers Out: An increase of \$795,000 includes \$5,000 to the General Fund to pay for half of the GIS Intern, \$15,000 to the Equipment Reserve Fund for the addition of the vector truck and \$775,000 to the Surface Water Management CIP Fund.

Ending Fund Balance: A decrease of \$27,956 reflects the net changes of the adjustments noted above.

PUBLIC WORKS RESERVE FUND 106

Beginning Fund Balance: An increase of \$179,842 was recognized when the books were closed for 2012.

Revenues: An increase of \$840,000. Real Estate Excise Tax revenues reflect an improvement in home sales.

Transfers Out: An increase of \$1,000,000 to the Debt Service Fund.

Ending Fund Balance: An increase of \$19,842 reflects the net changes of the adjustments noted above.

EQUIPMENT RESERVE FUND 107

Beginning Fund Balance: An increase of \$105,134 was recognized when the books were closed for 2012.

Transfers In: An increase of \$15,000 from the Surface Water Management Fund for future replacement of the vector truck.

Ending Fund Balance: An increase of \$120,134 reflects the net changes of the adjustments noted above.

ART IN PUBLIC PLACES FUND 113

Beginning Fund Balance: A decrease of \$9,133 was recognized when the books were closed for 2012.

Transfers In: A decrease of \$10,000 reflects the actual anticipated transfers for 2013 and 2014.

Expenditures: An increase of \$18,491 to implement the public art plan approved by Council earlier in the year.

Ending Fund Balance: A decrease of \$37,624 reflects the net changes of the adjustment noted above.

CAPITAL PROJECTS RESERVE FUND 115

Beginning Fund Balance: An increase of \$32,115 was recognized when the books were closed for 2012.

Revenue: An increase of \$6,000 if Council approves the property tax ordinance.

Transfers Out: A net decrease of \$150,000 is the result of reducing the transfer to the Debt Service Fund by \$1,000,000 due to the increased real estate excise tax collections and increasing the transfer to the Parks and General Government CIP Fund by an additional \$850,000 to cover the funds required by the Army Corps of Engineers for the Seahurst Park - North Shoreline project.

Ending Fund Balance: An increase of \$188,115 reflects the net changes of the adjustments noted above.

TRANSPORTATION BENEFIT DISTRICT FUND 118

Beginning Fund Balance: An increase of \$23,599 was recognized when the books were closed for 2012.

Revenue: An increase of \$50,000 reflects higher than anticipated car tab fee revenue.

Transfers Out: An increase of \$70,000 to the Debt Service Fund for the overlay project. This increase is offset by a reduction in the Street Fund transfers.

Ending Fund Balance: An increase of \$3,599 reflects the net changes of the adjustments noted above.

DEBT SERVICE FUND 201

Beginning Fund Balance: An increase of \$26,526 was recognized when the books were closed for 2012.

Revenues: A decrease of \$17,620 reflects the reduction in the subsidy from the federal government as a result of sequestration.

Transfers In: A net increase of \$60,000 reflects an increase in the transfer from the General Fund for the interest expense (\$60,000) on the line of credit issued earlier in the year, an increase in the transfer from the Public Works Reserve Fund (\$1,000,000), the corresponding decrease (\$1,000,000) in the transfers from the Capital Project Reserve Fund, an increase in the transfer from the Transportation Benefit District Fund (\$70,000) and the corresponding decrease in the Street Fund (\$70,000).

Expenditures: An increase of \$60,000 reflects the addition of interest expense for the line of credit used to buy property in the North East Redevelopment Area (NERA).

Ending Fund Balance: An increase of \$8,906 reflects the net changes of the adjustments noted above.

PARKS & GENERAL GOVERNMENT CAPITAL PROJECT FUND 317

Beginning Fund Balance: A decrease of \$129,660 was recognized when the books were closed for 2012.

Revenue: An increase of \$7,951,505 reflects a temporary interfund loan from the General Fund in the amount of \$2,700,000, the addition of \$15,000 in CDBG funding for the Community Center Roof Replacement project, \$24,000 in private funding for the construction of the Off-Leash Dog Park, \$90,000 from the newly approved King County Parks Levy, and additional funding from the Army Corps of Engineers and other grants for the Seahurst Park project (\$5,122,505).

Transfers In: A net increase of \$740,000. An additional \$850,000 from the Capital Projects Reserve Fund to cover the funds required by the Army Corps of Engineers for the Seahurst Park – North Shoreline project and the elimination of the transfer from the General Fund (\$110,000).

Expenditures: An increase of \$8,424,479. This increase includes \$2,700,000 for repayment of the temporary interfund loan from the General Fund, an additional \$70,000 to the Burien Community Center Roof Replacement Project, the addition of \$39,000 for construction of the Off-Leash Dog Park (pending receipt of private funds to match the City's share), an additional \$125,100 for Parks Facilities Restoration, and an additional \$5,490,379 for the Seahurst Park – North Shoreline Project (carried forward from previous years).

Transfers Out: A net increase of \$75,480 reflects the transfer of an additional \$85,480 to the Surface Water Management CIP Fund for the NERA Trail project and the elimination of the transfer (\$10,000) to the Art in Public Places Fund to reflect the actual anticipated transfers.

Ending Fund Balance: An increase of \$61,886 reflects the net changes of the adjustments noted above.

TRANSPORTATION CAPITAL PROJECT FUND 318

Beginning Fund Balance: An increase of \$1,557,928 was recognized when the books were closed for 2012.

Revenue: An increase of \$9,369,061. This increase is attributed to an increase of \$2,616,490 in grant and utility funds for the 1st Avenue South Phase II project (carried forward from 2012), the addition of \$300,000 for a WSDOT grant for the Citywide Traffic Intersections/Corridor Improvement project (carried forward from 2012), the addition of \$40,376 in King County funds for the Lake to Sound Trail project, an FAA grant for \$4,000,000 and a Port of Seattle contribution of \$500,000 for the NERA Infrastructure Improvements – Pilot Program project, the addition of a federal grant (\$1,630,195) and state appropriation (\$250,000) for the NERA SR 518/Des Moines Memorial Drive Interchange project (carried forward from 2012), and the addition of \$195,000 in CDBG funds for

TRANSPORTATION CAPITAL PROJECT FUND 318 continued

the South 132nd Street Pedestrian and Bicycle Trail project. These increases are offset by the elimination of the WSDOT grant (\$163,000) for the South 132nd Street Pedestrian and Bicycle Trail as it was not awarded.

Transfers In: An increase of \$643,655 reflects the addition of \$200,000 from the Street Fund for overlay and an additional \$443,655 from the Surface Water Management CIP Fund to fund the surface water portion of transportation projects.

Expenditures: An increase of \$10,846,366. Included in this adjustment is additional funding to finalize 1st Avenue South Phase I (\$80,000 – carried forward from 2012), additional funding for 1st Avenue South Phase II (\$2,770,438 – carried forward from 2012), the addition of the 4th and 6th Avenue SW/ SW 148th Street Intersection project (\$204,000), the addition of \$298,937 for the Citywide Traffic Intersections/Corridor Improvement project (carried forward from 2012), the addition of \$3,655 to close out the Hazel Valley Elementary School Safe Sidewalk project, additional \$37,091 in the Lake to Sound Trail project, the addition of the NERA Infrastructure Improvements – Pilot Program project (\$5,000,000), an additional \$1,930,195 for the NERA SR 518/Des Moines Memorial Drive Interchange project (carried forward from 2012), the additional of a Signal Controller/Interconnect Upgrade program (\$50,000), an increase in the South 132nd Street Pedestrian and Bicycle Trail project (\$24,000), and an additional \$390,000 for the 2014 Street Overlay project, and the addition of \$58,050 for the Sylvester Road Bridge project (carried forward from 2012).

Ending Fund Balance: An increase of \$724,278 reflects the net changes of the adjustments noted above.

SURFACE WATER MANAGEMENT CAPITAL PROJECT FUND 319

Beginning Fund Balance: The Beginning Fund Balance was \$403,034 lower than projected during the 2013-14 budget process.

Revenues: An increase of \$5,309,825. This includes \$4,255,305 in grant funds carried forward from 2012 and an additional \$1,200,000 from the Port of Seattle for the NERA Drainage Improvement project, and the addition of Department of Ecology grants for the Hermes/Mayfair Study (\$5,000) and the Residential Drainage Improvement Program (\$120,000). These increases are offset by a reduction in funding from the King County Flood Control District for the Hermes/Mayfair Study (\$250,000) as this funding was used to purchase the vector truck and a reduction in the King County Parks Levy funds as those will be included in Transfers In (\$20,480).

Transfers In: An increase of \$860,480 reflects additional funding from the Surface Water Management Fund (\$775,000) and the Parks and General Government CIP Fund for the Parks Trail is included in the NERA Drainage Improvement project (\$85,480).

Expenditures: An increase of \$5,545,398. Of this increase, \$5,420,398 is attributed to the addition of the NERA Drainage Improvement Project (\$4,255,305 is carried forward from 2012), additional funding for the Hermes/Mayfair study (\$5,000) and additional funding for the Residential Drainage Improvement Program (\$120,000).

Transfers Out: An increase of \$443,655 to the Transportation Capital Project Fund to fund the surface water portion of those projects.

Ending Fund Balance: A reduction of \$221,782 reflects the net changes of the adjustments noted above.

Mid-Biennial Budget Review

Finance Department
November 18, 2013



Mid-Biennial Review Tonight

- Review Ordinance No. 588 Amending the 2013-14 Biennial Budget
- Adopt 2014 Property Tax Levy
- Adopt 2014 Surface Water Management Fees



Decision Making

- Policy Change to increase General Fund Reserve from 10% to 15%
- Consider proposed salary schedules, including 1% Cost of Living Adjustment
- Consider appropriating \$100,000 to update the Environmental Impact Statement in preparation of the Comprehensive Plan Update
- Consider whether to expand the Code Enforcement Program
- Consider allocation of the 2013 \$10,000 Human Services contingency



2014 Property Tax Levy

- Due to a 2.43% projected increase in assessed valuation, the City can increase property tax revenues by \$154,000 by continuing to levy the statutory maximum of \$1.60 per \$1,000 in assessed valuation
- Total projected property tax revenues of approximately \$6.5 million well below 2011 maximum of \$7.1 million



2013-14 Budget Amendment Highlights

- Reduced use of General Fund Fund Balance from \$1.1 million over the two-year biennium to \$750k
 - Primarily due to increased Sales Tax collections
- 2% Cost of Living adjustment reduced to 1%
- Implementation of 100% of salary survey by July 1, 2014
 - Partially funded by reduction in COLA and elimination of medical increases due to AWC becoming self-insured
- Addition of \$100,000 for Environmental Impact Statement in preparation of the Comprehensive Plan Update
- Addition of \$30,000 for King County Community Services Program for combat graffiti removal



2013-14 GENERAL FUND REVENUE SUMMARY

	2013 Adopted Budget	2013 Budget Revisions	2013 Revised Budget	2014 Adopted Budget	2014 Budget Revisions	2014 Revised Budget
General Fund Revenue						
Property Tax	5,657,000	-	5,657,000	5,657,000	154,000	5,811,000
Sales Taxes	6,012,000	513,000	6,525,000	6,072,000	518,000	6,590,000
Business & Occupation Tax	563,000	-	563,000	563,000	-	563,000
Utility Taxes	2,851,000	(110,000)	2,741,000	2,908,000	(13,000)	2,895,000
Gambling Excise Tax	575,000	(95,000)	480,000	575,000	(45,000)	530,000
Total Taxes	15,658,000	308,000	15,966,000	15,775,000	614,000	16,389,000
Franchise Fees	580,000	30,000	610,000	586,000	30,000	616,000
Permits	639,000	25,000	664,000	639,000	25,000	664,000
Total Licenses & Permits	1,219,000	55,000	1,274,000	1,225,000	55,000	1,280,000
Federal Grants	74,000	-	74,000	53,000	-	53,000
State Grants	87,000	(50,000)	37,000	57,000	(57,000)	-
State - Criminal Justice	266,000	-	266,000	266,000	-	266,000
DUI Programs	10,000	-	10,000	10,000	-	10,000
Liquor Tax and Profits	443,000	2,000	445,000	529,000	(49,000)	480,000
Intergovernmental Services	150,000	-	150,000	150,000	(9,000)	141,000
Intergovernmental - Seattle City Light	925,000	(75,000)	850,000	962,000	(77,000)	885,000
Total Intergovernmental	1,955,000	(123,000)	1,832,000	2,027,000	(192,000)	1,835,000
Planning & Building Fees	305,000	-	305,000	305,000	-	305,000
Other Miscellaneous Charges	22,000	-	22,000	22,000	-	22,000
Parks & Recreation Charges	660,000	30,000	690,000	686,000	101,000	787,000
Total Charges for Services	987,000	30,000	1,017,000	1,013,000	101,000	1,114,000
Fines and Forfeitures	200,000	80,000	280,000	200,000	-	200,000
Miscellaneous	10,000	3,606,000	3,616,000	10,000	2,700,000	2,710,000
Total Fines & Miscellaneous	210,000	3,686,000	3,896,000	210,000	2,700,000	2,910,000
Total Revenues	20,029,000	3,956,000	23,985,000	20,250,000	3,278,000	23,528,000
Total Transfers In	75,000	-	75,000	75,000	10,000	85,000
Total Revenues & Transfers	20,104,000	3,956,000	24,060,000	20,325,000	3,288,000	23,613,000



2013-14 GENERAL FUND EXPENDITURE SUMMARY - BY DEPARTMENT

	2013 Adopted Budget	2013 Budget Revisions	2013 Revised Budget	2014 Adopted Budget	2014 Budget Revisions	2014 Revised Budget
Expenditures by Department						
City Council	211,130	1,000	212,130	209,640	17,760	227,400
City Manager	1,156,265	80,000	1,236,265	1,158,145	(2,035)	1,156,110
Economic Development	258,215	3,845,000	4,103,215	218,495	(3,205)	215,290
Human Resources	174,400	-	174,400	166,860	3,130	169,990
Finance & Administrative Services	2,391,110	2,740,000	5,131,110	2,479,315	85,485	2,564,800
Legal	956,555	-	956,555	1,005,490	2,810	1,008,300
Police	10,236,600	-	10,236,600	10,621,600	(152,000)	10,469,600
Public Works	565,650	14,000	579,650	574,470	47,200	621,670
Community Development	1,389,260	-	1,389,260	1,398,580	80,670	1,479,250
Parks, Recreation & Cultural Services	2,736,345	58,915	2,795,260	2,793,165	109,080	2,902,245
Subtotal Department Expenditures	20,075,530	6,738,915	26,814,445	20,625,760	188,895	20,814,655
Transfers Out						
To Equipment Reserve Fund	150,000	-	150,000	150,000	-	150,000
To Debt Service Fund	216,000	-	216,000	216,000	60,000	276,000
To Parks & General Govt CIP Fund	110,000	(110,000)	-	-	-	-
Total Transfers Out	476,000	(110,000)	366,000	366,000	60,000	426,000
Total Expenditures & Transfers	20,551,530	6,628,915	27,180,445	20,991,760	248,895	21,240,655



2013-14 GENERAL FUND EXPENDITURE SUMMARY – BY LINE ITEM

	2013 Adopted Budget	2013 Budget Revisions	2013 Revised Budget	2014 Adopted Budget	2014 Budget Revisions	2014 Revised Budget
Expenditure						
Salaries	3,678,940	9,530	3,688,470	3,774,735	144,600	3,919,335
Benefits	1,334,180	1,685	1,335,865	1,423,450	11,195	1,434,645
Total Salaries & Benefits	5,013,120	11,215	5,024,335	5,198,185	155,795	5,353,980
Total Supplies	186,310	2,700	189,010	186,560	5,300	191,860
Professional Contract Services	2,811,510	251,500	3,063,010	2,681,310	273,800	2,955,110
Communications	88,200	-	88,200	90,700	-	90,700
Travel/Meals/Mileage	34,350	-	34,350	35,850	-	35,850
Advertising	13,950	-	13,950	13,950	-	13,950
Operating Rents & Leases	91,500	-	91,500	92,500	(13,000)	79,500
Insurance	200,110	-	200,110	210,125	-	210,125
Utility Services	201,700	-	201,700	204,250	(2,000)	202,250
Repairs & Maintenance	65,200	6,000	71,200	65,200	-	65,200
Dues & Memberships	114,870	-	114,870	113,620	-	113,620
Printing & Binding	19,700	-	19,700	19,700	-	19,700
Registration & Training	58,710	-	58,710	54,260	-	54,260
Subscriptions & Publications	42,150	-	42,150	40,900	-	40,900
Other Miscellaneous	42,150	1,000	43,150	40,650	1,000	41,650
Total Other Services & Charges	3,784,100	258,500	4,042,600	3,663,015	259,800	3,922,815
Total Intergovernmental Services	11,054,500	100,000	11,154,500	11,560,500	(232,000)	11,328,500
Total Interfund Loan Disbursement	-	2,700,000	2,700,000	-	-	-
Total Capital Outlay	37,500	3,666,500	3,704,000	17,500	-	17,500
Total Expenditures	20,075,530	6,738,915	26,814,445	20,625,760	188,895	20,814,655
Total Transfers Out	476,000	(110,000)	366,000	366,000	60,000	426,000
Total Expenditures & Transfers	20,551,530	6,628,915	27,180,445	20,991,760	248,895	21,240,655



2013-14 OPERATING FUNDS REVENUE SUMMARY

OTHER OPERATING FUND REVENUES	2013 Adopted Budget	2013 Budget Revisions	2013 Revised Budget	2014 Adopted Budget	2014 Budget Revisions	2014 Revised Budget
Street Fund						
Solid Waste Utility Tax	\$ 394,000	\$ -	\$ 394,000	\$ 410,000	\$ (86,000)	\$ 390,000
Parking Tax	150,000	-	150,000	150,000	-	150,000
Business Licenses	290,000	-	290,000	290,000	-	290,000
Franchise Taxes	220,000	-	220,000	223,000	252,000	470,000
Motor Vehicle Fuel Tax	984,000	-	984,000	984,000	-	984,000
Total Street Fund	\$ 2,038,000	\$ -	\$ 2,038,000	\$ 2,057,000	\$ 192,000	\$ 2,249,000
Surface Water Management Fund						
SWM Drainage Fees	\$ 2,780,000	\$ -	\$ 2,780,000	\$ 2,808,000	\$ -	\$ 2,808,000
Intergovernmental Revenues	-	275,000	275,000	-	45,000	45,000
Miscellaneous	2,000	-	2,000	2,000	-	2,000
Total SWM Fund	\$ 2,782,000	\$ 275,000	\$ 3,057,000	\$ 2,810,000	\$ 45,000	\$ 2,855,000
Public Works Reserve Fund						
Real Estate Excise Tax	\$ 650,000	\$ 490,000	\$ 1,140,000	\$ 650,000	\$ 350,000	\$ 1,000,000
Other Revenues	18,000	-	18,000	18,000	-	18,000
Total PWR Fund	\$ 668,000	\$ 490,000	\$ 1,158,000	\$ 668,000	\$ 350,000	\$ 1,018,000
Equipment Reserve Fund						
Transfers In	\$ 250,000	\$ -	\$ 250,000	\$ 250,000	\$ 15,000	\$ 265,000
Total ERR Fund	\$ 250,000	\$ -	\$ 250,000	\$ 260,000	\$ 15,000	\$ 285,000
Art in Public Places Fund						
Other Revenues	\$ 100	\$ -	\$ 100	\$ 100	\$ -	\$ 100
Transfers In	5,000	(5,000)	-	5,000	(5,000)	-
Total APP Fund	\$ 5,100	\$ (5,000)	\$ 100	\$ 5,100	\$ (5,000)	\$ 100
Capital Projects Reserve						
Property Taxes	\$ 668,000	\$ -	\$ 668,000	\$ 668,000	\$ 6,000	\$ 674,000
Other Revenues	1,200	-	1,200	1,200	-	1,200
Total CPR Fund	\$ 669,200	\$ -	\$ 669,200	\$ 669,200	\$ 6,000	\$ 675,200
Transportation Benefit District Fund						
Property Taxes	\$ 300,000	\$ 25,000	\$ 325,000	\$ 300,000	\$ 25,000	\$ 325,000
Other Revenues	-	-	-	-	-	-
Total TBD Fund	\$ 300,000	\$ 25,000	\$ 325,000	\$ 300,000	\$ 25,000	\$ 325,000
Debt Service Fund						
Other Revenues	\$ 132,165	\$ -	\$ 132,165	\$ 128,165	\$ -	\$ 128,165
Intergovernmental Revenues	118,810	(8,810)	110,000	118,810	(8,810)	110,000
Transfers In	2,400,000	-	2,400,000	2,450,000	60,000	2,510,000
Total Debt Service Fund	\$ 2,650,975	\$ (8,810)	\$ 2,642,165	\$ 2,696,975	\$ 51,190	\$ 2,748,165



2013-14 OPERATING FUNDS EXPENDITURE SUMMARY

OTHER OPERATING FUND EXPENDITURES	2013 Adopted Budget	2013 Budget Revisions	2013 Revised Budget	2014 Adopted Budget	2014 Budget Revisions	2014 Revised Budget
Street Fund						
Public Works	\$ 1,643,075	\$ -	\$ 1,643,075	\$ 1,652,605	\$ 6,825	\$ 1,659,430
Transfers Out	375,000	(45,000)	330,000	375,000	180,000	555,000
Total Street Fund	\$ 2,018,075	\$ (45,000)	\$ 1,973,075	\$ 2,027,605	\$ 186,825	\$ 2,214,430
Surface Water Management Fund						
Public Works	\$ 2,289,785	\$ -	\$ 2,289,785	\$ 2,098,445	\$ (35,990)	\$ 2,062,455
Transfers Out	550,000	250,000	800,000	750,000	545,000	1,295,000
Total SWM Fund	\$ 2,839,785	\$ 250,000	\$ 3,089,785	\$ 2,848,445	\$ 509,010	\$ 3,357,455
Public Works Reserve Fund						
Transfers Out	\$ 800,000	\$ 500,000	\$ 1,300,000	\$ 700,000	\$ 500,000	\$ 1,200,000
Total PWR Fund	\$ 800,000	\$ 500,000	\$ 1,300,000	\$ 700,000	\$ 500,000	\$ 1,200,000
Equipment Reserve Fund						
Finance Department	\$ 200,000	\$ -	\$ 200,000	\$ 200,000	\$ -	\$ 200,000
Total ERR Fund	\$ 200,000	\$ -	\$ 200,000	\$ 200,000	\$ -	\$ 200,000
Art in Public Places Fund						
Parks Department	\$ 7,500	\$ -	\$ 7,500	\$ 7,500	\$ 18,491	\$ 25,991
Total APP Fund	\$ 7,500	\$ -	\$ 7,500	\$ 7,500	\$ 18,491	\$ 25,991
Capital Projects Reserve						
Transfers Out	\$ 934,000	\$ 250,000	\$ 1,184,000	\$ 934,000	\$ (400,000)	\$ 534,000
Total CPR Fund	\$ 934,000	\$ 250,000	\$ 1,184,000	\$ 934,000	\$ (400,000)	\$ 534,000
Transportation Benefit District Fund						
Transfers Out	\$ 300,000	\$ 45,000	\$ 345,000	\$ 300,000	\$ 25,000	\$ 325,000
Total TBD Fund	\$ 300,000	\$ 45,000	\$ 345,000	\$ 300,000	\$ 25,000	\$ 325,000
Debt Service Fund						
Finance Department	\$ 2,697,900	\$ -	\$ 2,697,900	\$ 2,697,555	\$ 60,000	\$ 2,757,555
Total Debt Service Fund	\$ 2,697,900	\$ -	\$ 2,697,900	\$ 2,697,555	\$ 60,000	\$ 2,757,555



2013-14 General Fund Revenue Amendments

Description	Amendment
Increase Property Tax Revenue to reflect increased assessed valuation	\$154,000
Increase Sales Tax Revenues to reflect current year activity	\$1,031,000
Decrease Utility Tax Revenues to reflect actual results	(\$123,000)
Decrease Gambling Tax to reflect lower card room tax rate	(\$140,000)
Increase Franchise Fees to reflect current year activity	\$60,000
Increase Permit revenue to reflect current year activity	\$50,000
Decrease State Shared Revenues—City Assistance/ Liquor	(\$154,000)
Decrease Seattle City Light and other Intergovernmental revenues to reflect actual results	(\$161,000)



2013-14 General Fund Revenue Amendments continued

Description	Amendment
Increase Park/Recreation and Miscellaneous charges to reflect current year activity	\$137,000
Increase Fines and Forfeitures due to Utility Tax audit penalties and interest	\$80,000
Reflect Ordinance No. 584 authorizing sale of Limited Tax General Obligation Bonds to purchase property in NERA	\$3,600,000
Increase Interfund Loan Repayment	\$2,700,000
Total General Fund Revenue Adjustments	\$7,234,000
Increase Transfers In from Street and SWM for reimbursement of GIS Intern	\$10,000
Total Adjustments to Transfers In	\$10,000



2013-14 General Fund Expenditure Adjustments

Description	Amendment
Increase Salaries and Benefits	\$167,010
Increase Miscellaneous for Volunteer Recognition program	\$2,000
Increase Professional Services for Town Square settlement, negotiation and mediation services	\$245,000
Reduce SCORE Jail costs	(\$80,000)
Increase Animal Control contract	\$45,000
Increase Voter Registration due to a change in the timing of the County's invoices	\$100,000
Increase Professional Services for remaining costs of Utility Tax audit	\$95,000
Reduce Sheriff's contract to reflect KC proposed budget/offset by increase of partial deputy	(\$152,000)
Increase Miscellaneous Services (program costs for after school programs/downtown bike racks/condo operating costs)	\$74,300



2013-14 General Fund Expenditure Adjustments

Description	Amendment
Decrease Miscellaneous Services (reduction of newsletter mailing/closure of City Hall North)	(\$65,000)
Increase Professional Services for graffiti removal/trash pickup	\$30,000
Increase Professional Services to assist with preparation of Environmental Impact Statement	\$100,000
Increase Interfund Loan Disbursement for Seahurst project	\$2,700,000
Increase Capital Outlay for NERA land purchase/audio-video equipment in Council Chambers/van for youth program	\$3,666,500
Total General Fund Expenditure Adjustments	\$6,927,810
Reduce Transfer Out to Parks and General Government CIP Fund	(\$110,000)
Increase Transfer Out to Debt Service Fund for interest expense on line of credit for NERA property	\$60,000
Total Adjustments to Transfers Out	(\$50,000)



Other Funds Changes

Fund	Description	Impact on Resources	Impact on Uses
Street	Reduce Solid Waste Utility Taxes	(\$60,000)	
Street	Increase Franchise Fees	\$252,000	
Street	Decrease Salaries/Benefits		(\$33,175)
Street	Increase Capital Outlay for chipper		\$40,000
Street	Increase in Transfers Out		\$135,000
Street	Total Adjustments	\$192,000	\$141,825
SWM	Increase revenue - King County Flood Control funding for vector truck	\$275,000	
SWM	Add Department of Ecology grant	\$45,000	
SWM	Decrease Salaries and Benefits		(\$35,990)
SWM	Increase in Transfers Out		\$795,000
SWM	Total Adjustments	\$320,000	\$759,010



Other Funds Changes

Fund	Description	Impact on Resources	Impact on Uses
Public Works Reserve	Increase Real Estate Excise Tax Revenues	\$840,000	
Public Works Reserve	Increase Transfers Out to Debt Service Fund		\$1,000,000
Equipment Reserve	Increase Transfer In from SWM Fund for vactor truck	\$15,000	
Art in Public Places	Reduce Transfers In to reflect actual expectation	(\$10,000)	
Art in Public Places	Increase Expenditures for Public Art Plan implementation		\$18,491
Capital Projects Reserve	Increase Property Tax Revenue	\$6,000	



Other Funds Changes

Fund	Description	Impact on Resources	Impact on Uses
Capital Projects Reserve	Decrease Transfers Out		(\$150,000)
Transportation Benefit District	Increase Car Tab fee revenue to reflect actual receipts	\$50,000	
Transportation Benefit District	Increase Transfers Out to Debt Service Fund		\$70,000
Debt Service	Decrease federal subsidy for the 2010 bond issue	(\$17,620)	
Debt Service	Increase Transfers In	\$60,000	
Debt Service	Increase Interest Expense for Line of Credit for NERA property		\$60,000



CIP UPDATES

- **New Projects:**
 - Off-leash Dog Park - \$39,000 – City funds = \$15,000, balance from private donations
 - Signal Controller/Interconnect Upgrades Program- \$50,000
 - NERA Infrastructure Improvements-Pilot Program - \$5,000,000 – City Funding = \$500,000; FAA = \$4,000,000; Port of Seattle = \$500,000
- Seahurst Park and 1st Avenue South Phase II – Revised Funding to reflect current construction estimates
- NERA Drainage Improvements-\$1.2 million revision to project costs to reflect grant award
- Street Overlay Program - Project increased to reflect additional funding from CleanScapes



Human Services Funding Recommendations

- Allocation of \$10,000 contingency from 2013
 - Staff recommendation:

Organization	Service	Recommended Award
Transform Burien	Hot meals, food bank, clothing bank	\$5,000
Highline Area Food Bank	Food Bank	\$2,500
White Center Food Bank	Food Bank	\$2,500



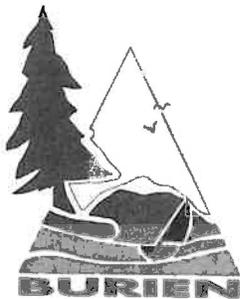
Financial Policies

- General Fund Reserve
 - Policy is to increase the reserve from 10% to 20% by 2022
 - 2012 Ending Fund Balance is 31% of budgeted recurring revenue
 - Recommend increasing reserve from 10% to 15%



Conclusion

- Next meeting December 2, 2013
 - Consider adoption of Ordinance No. 588 Amending the 2013-14 Biennial Budget
 - Consider adoption of Financial Policy Revision
- Questions?



Burien

Washington, USA

City of Burien

400 SW 152nd St., Suite 300, Burien, WA 98166-1911

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

www.burienwa.gov

City of Burien 2013-2014 Mid-Biennium Budget Update

November 18, 2013

Honorable Mayor, Members of the City Council, and Residents of Burien:

This brief memo is intended to provide a high-level summary of the 2013-14 Mid-Biennium Budget Review and Update, including some of the more significant changes I am recommending.

This mid-biennial update shows a slightly improved financial position from the budget that was adopted one year ago. We are seeing some growth in revenues, primarily sales tax (\$1,031,000) and property tax (\$154,000), which reduce the amount of reserves used to balance this budget. The increased sales and property tax revenue estimates are partially offset by losses in other areas, such as gambling tax, natural gas utility tax, and Seattle City Light franchise fees. Overall, the proposed mid-biennium budget amendment will reduce the General Fund deficit over the two-year biennium from \$1.1 million to just under \$750,000.

With regard to property tax revenue, the preliminary assessed valuation (AV) for 2014 shows a 2.43% increase after declining 13.5% over the past two years. The City is allowed to maintain the current levy rate of \$1.60 per \$1,000 AV, thereby increasing property tax revenue by approximately \$154,000. Maintaining the levy rate is critical, as lost property tax revenue due to changes in state law is the primary cause of the City's structural deficit problem. Over the three-year period from 2012 through 2014, hitting the property tax levy lid cost the City a total of about \$2.5 million in lost revenue (or about \$1 million to the General Fund).

With regard to budget expenditures, the proposed mid-biennium budget amendment includes an increase of \$167,010 for General Fund salaries and benefits. As the City Council is aware, City policy calls for reviewing employee compensation at least every three years to maintain competitiveness within our local market. In 2007, positions that were behind the market were increased to an amount that was within 97% of the market. In 2010, no salary adjustments were made due to the economy. Additionally, staff has only received a total of 3% Cost of Living adjustments over the past four years, and staff agreed to reduce their benefit package in 2012, which is saving the City approximately \$66,000 per year. With this mid-biennium budget amendment, I am recommending that the recently completed 2013 salary survey be implemented in two phases, as set forth in the attached salary schedules. The first phase will place all positions within 97.5% of market rate on January 1, 2014, and the second phase will place all positions at 100% of market rate on July 1, 2014. The total cost of phasing in the survey for the General

Fund is \$170,890 (approximately \$205,000 citywide). \$137,060 of this cost is offset by three savings: (1) the elimination of medical insurance increases due to the AWC Trust becoming self-insured; (2) the reduction of the 2% COLA placeholder in the 2013-2014 adopted budget to 1%, which is more consistent with the CPI; and (3) internal staff reorganizations. The rest of the General Fund salary and benefit increase (\$133,180) is primarily due to adding Recreation staff for the Highline School District after-school joint venture, adding a part-time GIS intern, increasing the City Manager compensation package to the market rate, and increasing the City Council VEBA contribution.

As part of the 2013-14 biennial budget process, the City Council approved increasing the General Fund Reserve from 10% to 20% by 2022. The 2012 ending General Fund balance is \$6,446,025 or just under 31% of budgeted revenues (excluding one-time revenues). This revised budget proposes using \$750,000 or 3.6% of fund balance to balance the budget. I am recommending that another 5% be allocated to the reserve for a total reserve of 15%. This revision is included in the proposed financial policies.

The details of the existing budget and proposed changes are included in the attached documents.

Sincerely,

Craig Knutson
Interim City Manager

2014 - 2019 Capital Improvement Program

PARKS & GENERAL GOVERNMENT

Total Project Expenditures

	Prior Years	2013	2014	2015	2016	2017	2018	2019	TOTAL PROJECT	2014-2019 Six-Year CIP
Burien Comm. Center Roof Replacement	\$ -	\$ 224,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 224,000	\$ -
Dottie Harper Playground	-	-	205,000	-	-	-	-	-	205,000	205,000
Off Leash Dog Park	-	-	39,000	-	-	-	-	-	39,000	39,000
Parks Facilities Restoration	88,547	21,100	124,000	92,000	94,000	96,000	98,000	100,000	713,647	604,000
Seahurst Park - North Shoreline	2,171,723	7,700,000	-	-	-	-	-	-	9,871,723	-
Seahurst Park - North Shoreline - Unfunded	-	-	-	400,000	-	-	-	-	400,000	400,000
Strategic Information Systems - Funded	21,311	-	35,000	-	-	-	-	-	56,311	35,000
Strategic Information Systems - Unfunded	-	-	-	50,000	50,000	50,000	50,000	50,000	250,000	250,000
Total Projects - Funded	\$ 2,281,581	\$ 7,945,100	\$ 403,000	\$ 92,000	\$ 94,000	\$ 96,000	\$ 98,000	\$ 100,000	\$ 11,109,681	\$ 883,000
Total Projects - Unfunded	\$ -	\$ -	\$ -	\$ 450,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 650,000	\$ 650,000

Total Project Resources

	Prior Years	2013	2014	2015	2016	2017	2018	2019	TOTAL PROJECT	2014-2019 Six-Year CIP
Parks CIP Fund Balance	\$ 131,251	\$ 423,805	\$ 49,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 604,056	\$ 49,000
Capital Projects Reserve	-	66,915	45,000	-	-	-	-	-	\$ 111,915	\$ 45,000
King County Parks Levy	-	-	90,000	92,000	94,000	96,000	98,000	100,000	\$ 570,000	\$ 570,000
Subtotal Local Funds	\$ 131,251	\$ 490,720	\$ 184,000	\$ 92,000	\$ 94,000	\$ 96,000	\$ 98,000	\$ 100,000	\$ 1,285,971	\$ 664,000
Grants	2,150,330	7,285,380	-	-	-	-	-	-	9,435,710	-
CDBG	-	169,000	195,000	-	-	-	-	-	364,000	195,000
Private	-	-	24,000	-	-	-	-	-	24,000	24,000
Unfunded	-	-	-	450,000	50,000	50,000	50,000	50,000	650,000	650,000
TOTAL ALL PROJECTS (less unfunded)	\$ 2,281,581	\$ 7,945,100	\$ 403,000	\$ 92,000	\$ 94,000	\$ 96,000	\$ 98,000	\$ 100,000	\$ 11,109,681	\$ 883,000

**2014 - 2019 Capital Improvement Program
TRANSPORTATION**

Total Project Expenditures

	Prior Years	2013	2014	2015	2016	2017	2018	2019	TOTAL PROJECT	2014-2019 Six-Year CIP
1st Ave S., Phase 1	\$ 30,684,757	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,764,757	\$ -
1st Ave S., Phase 2	6,414,557	2,770,438	-	-	-	-	-	-	9,184,995	-
4th-6th Ave SW/SW 148th St. Intersection-Funded	-	-	204,000	467,321	-	-	-	-	671,321	671,321
4th-6th Ave SW/SW 148th St. Intersection-Unfunded	-	-	-	868,679	-	-	-	-	868,679	868,679
Citywide ADA Barrier Mitigation	-	5,000	305,000	440,000	-	-	-	-	750,000	745,000
Citywide Traffic Intersections	1,063	298,937	-	-	-	-	-	-	300,000	-
Hazel Valley Safe Sidewalk Improvements	904,841	3,655	-	-	-	-	-	-	908,496	-
Lake to Sound Trail	3,285	1,715	40,376	-	-	-	-	-	45,376	40,376
NERA Infrastructure-Pilot Program	-	-	5,000,000	-	-	-	-	-	5,000,000	5,000,000
NERA SR518/DMMD Interchange-Funded	-	2,180,195	-	-	-	-	-	-	2,180,195	-
NERA SR518/DMMD Interchange-Unfunded	-	-	1,000,000	12,000,000	-	-	-	-	13,000,000	13,000,000
Signal Controller/Interconnect Upgrades	-	-	50,000	-	-	-	-	-	50,000	50,000
S. 132nd St. Pedestrian & Bicycle Trail	-	-	195,000	-	-	-	-	-	195,000	195,000
S. 136th St. Sidewalk Improvements-Unfunded	-	-	-	1,300,000	-	-	-	-	1,300,000	1,300,000
Street Overlay Program	10,291,091	100,000	1,240,000	480,000	480,000	480,000	480,000	480,000	14,031,091	3,640,000
Sylvester Bridge Replacement	-	58,050	-	-	-	-	-	-	58,050	-
Total Projects - Funded	\$ 48,299,594	\$ 5,497,990	\$ 7,034,376	\$ 1,387,321	\$ 480,000	\$ 480,000	\$ 480,000	\$ 480,000	\$ 64,139,281	\$ 10,341,697
Total Projects - Unfunded	\$ -	\$ -	\$ 1,000,000	\$ 14,168,679	\$ -	\$ -	\$ -	\$ -	\$ 15,168,679	\$ 15,168,679

Total Project Resources

	Prior Years	2013	2014	2015	2016	2017	2018	2019	TOTAL PROJECT	2014-2019 Six-Year CIP
Transportation CIP	\$ 6,805,514	\$ 350,663	\$ 1,163,383	\$ 740,000	\$ -	\$ -	\$ -	\$ -	\$ 9,059,560	\$ 1,903,383
Surface Water Mgmt CIP	4,234,926	253,655	440,000	80,000	80,000	80,000	80,000	80,000	5,328,581	840,000
Street Fund	-	-	200,000	400,000	400,000	400,000	400,000	400,000	2,200,000	2,200,000
Capital Projects Reserve	-	58,050	-	-	-	-	-	-	58,050	-
PW Trust Fund Loan	2,000,000	-	-	-	-	-	-	-	2,000,000	-
Bonds - Street Overlay & 1st Ave S	15,133,336	40,000	291,617	-	-	-	-	-	15,464,953	291,617
Impact/Mitigation Fees*	125,000	-	204,000	167,321	-	-	-	-	496,321	371,321
Subtotal Local Funding	28,298,776	702,368	2,299,000	1,387,321	480,000	480,000	480,000	480,000	34,607,465	5,606,321
CDBG	395,645	-	195,000	-	-	-	-	-	590,645	195,000
Grants	7,345,124	4,726,149	4,540,376	-	-	-	-	-	16,611,649	4,540,376
Utilities/Private	12,258,986	70,536	-	-	-	-	-	-	12,329,522	-
Unfunded	-	-	1,000,000	14,168,679	-	-	-	-	15,168,679	15,168,679
Total Project Resources (less unfunded)	\$ 48,298,531	\$ 5,499,053	\$ 7,034,376	\$ 1,387,321	\$ 480,000	\$ 480,000	\$ 480,000	\$ 480,000	\$ 64,139,281	\$ 10,341,697

*The Impact/Mitigation Fee of \$371,321 was collected in a prior year.

**2014 - 2019 Capital Improvement Program
SURFACE WATER MANAGEMENT**

Total Project Expenditures

	Prior Years	2013	2014	2015	2016	2017	2018	2019	TOTAL PROJECT	2014-2019 Six-year CIP
Capacity Improvements at SW 158th St & 4th Ave SW	\$ -	\$ 75,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 575,000	\$ 500,000
SW 152nd St and 8th Ave SW Drainage Improvements	-	245,000	-	-	-	-	600,000	-	\$ 845,000	\$ 600,000
Hermes/Mayfair Study	-	255,000	-	-	-	-	-	-	\$ 255,000	\$ -
NERA Drainage Improvements	359,604	4,593,431	1,200,000	-	-	-	-	-	\$ 6,153,035	\$ 1,200,000
Residential Drainage Imp. Program (RDIP)	114,106	470,000	350,000	200,000	200,000	200,000	200,000	200,000	\$ 1,934,106	\$ 1,350,000
Total Projects	\$ 473,710	\$ 5,638,431	\$ 2,050,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 800,000	\$ 200,000	\$ 9,762,141	\$ 3,650,000

Total Project Resources

	Prior Years	2013	2014	2015	2016	2017	2018	2019	TOTAL PROJECT	2014-2019 Six-year CIP
Surface Water Mgmt CIP	\$ 114,106	\$ 920,000	\$ 850,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 800,000	\$ 200,000	\$ 3,484,106	\$ 2,450,000
King City Parks Levy Funds	-	373,035	-	-	-	-	-	-	373,035	-
Grants	324,695	4,380,305	1,200,000	-	-	-	-	-	5,905,000	1,200,000
Total Projects	\$ 438,801	\$ 5,673,340	\$ 2,050,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 800,000	\$ 200,000	\$ 9,762,141	\$ 3,650,000

January 1, 2014 Proposed Salary Schedule

Grade	Title	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
550	Accountant	4,718	4,954	5,202	5,462	5,735
470	Accounting Assistant	3,872	4,066	4,269	4,482	4,706
690	Accounting Manager	6,666	6,999	7,349	7,716	8,102
510	Accounting Technician	4,275	4,489	4,713	4,949	5,196
770	Assistant Public Works Director	8,123	8,529	8,955	9,403	9,873
700	Building Official	6,832	7,174	7,533	7,910	8,305
830	City Attorney	9,419	9,890	10,385	10,904	11,449
620	City Clerk	5,608	5,888	6,182	6,491	6,816
640	Civil Engineer - Journey Level	5,891	6,186	6,495	6,820	7,161
670	Civil Engineer II	6,344	6,661	6,994	7,344	7,711
550	Code Compliance Officer	4,718	4,954	5,202	5,462	5,735
510	Code Specialist	4,275	4,489	4,713	4,949	5,196
560	Combination Bidg Inspector	4,835	5,077	5,331	5,598	5,878
830	Community Development Director	9,419	9,890	10,385	10,904	11,449
540	Computer Support Technician	4,603	4,833	5,075	5,329	5,595
552	Contract Management Analyst	4,750	4,987	5,236	5,498	5,773
470	Department Assistant	3,872	4,066	4,269	4,482	4,706
710	Economic Development Manager	7,004	7,354	7,722	8,108	8,513
560	Electrical Inspector	4,835	5,077	5,331	5,598	5,878
540	Executive Assistant	4,603	4,833	5,075	5,329	5,595
830	Finance Director	9,419	9,890	10,385	10,904	11,449
610	Financial Analyst	5,470	5,744	6,031	6,333	6,650
390	Front Desk Assistant	3,177	3,336	3,503	3,678	3,862
710	Human Resources Manager	7,004	7,354	7,722	8,108	8,513
680	Information Systems Manager	6,504	6,829	7,170	7,528	7,904
560	Management Analyst	4,835	5,077	5,331	5,598	5,878
470	Paralegal	3,872	4,066	4,269	4,482	4,706
470	Park & Facility Maintenance Worker	3,872	4,066	4,269	4,482	4,706
660	Parks Development & Operation Mgr	6,190	6,499	6,824	7,165	7,523
542	Parks Maintenance Supervisor	4,660	4,893	5,138	5,395	5,665
830	Parks, Rec, and Cultural Svcs Director	9,419	9,890	10,385	10,904	11,449
470	Permit Technician	3,872	4,066	4,269	4,482	4,706
571	Planner	4,982	5,231	5,493	5,768	6,056
500	Public Information Officer	4,170	4,379	4,598	4,828	5,069
830	Public Works Director	9,419	9,890	10,385	10,904	11,449
440	PW Maintenance Worker I	3,595	3,775	3,964	4,162	4,370
470	PW Maintenance Worker II	3,872	4,066	4,269	4,482	4,706
520	PW Maintenance Worker III	4,381	4,600	4,830	5,072	5,326
261	Recreation Leader III	2,324	2,440	2,562	2,690	2,825
660	Recreation Manager	6,190	6,499	6,824	7,165	7,523
480	Recreation Specialist	3,969	4,167	4,375	4,594	4,824
542	Recreation Supervisor	4,660	4,893	5,138	5,395	5,665
520	Right of Way Inspector	4,381	4,600	4,830	5,072	5,326
390	Secretary/Receptionist	3,177	3,336	3,503	3,678	3,862
600	Senior Accountant	5,338	5,605	5,885	6,179	6,488
620	Senior Planner	5,608	5,888	6,182	6,491	6,816
550	Stormwater Engineering Technician	4,718	4,954	5,202	5,462	5,735
660	Street & Stormwater Maint. Mgr	6,190	6,499	6,824	7,165	7,523
610	Systems and GIS Administrator	5,470	5,744	6,031	6,333	6,650

January 1, 2014 Proposed Salary Schedule

Intermittent and Temporary Staff

Grade	Title	1	2	3	4	5
I530	Communication Technician	\$ 24.90	\$ 26.15	\$ 27.46	\$ 28.83	\$ 30.27
I220	Custodian	\$ 11.58	\$ 12.16	\$ 12.77	\$ 13.41	\$ 14.08
I300	Facilities Inventory Intern	\$ 14.12	\$ 14.82	\$ 15.56	\$ 16.34	\$ 17.16
I220	Facility Attendant	\$ 11.58	\$ 12.16	\$ 12.77	\$ 13.41	\$ 14.08
I261	Front Desk Assistant	\$ 12.89	\$ 13.53	\$ 14.21	\$ 14.92	\$ 15.66
I210	Park Maintenance Assistant	\$ 11.30	\$ 11.86	\$ 12.46	\$ 13.08	\$ 13.73
I611	Parking Enforcement Officer	\$ 30.85	\$ 32.39	\$ 34.01	\$ 35.71	\$ 37.50
I262	Pavement Inventory Intern	\$ 13.00	\$ 13.66	\$ 14.34	\$ 15.05	\$ 15.80
I262	PW Maintenance Assistant	\$ 13.00	\$ 13.66	\$ 14.34	\$ 15.05	\$ 15.80
I261	Rec Leader III	\$ 12.89	\$ 13.53	\$ 14.21	\$ 14.92	\$ 15.66
I130	Recreation Leader I	\$ 9.27	\$ 9.73	\$ 10.22	\$ 10.73	\$ 11.27
I201	Recreation Leader II	\$ 11.05	\$ 11.61	\$ 12.19	\$ 12.80	\$ 13.44
I361	Scanner	\$ 16.53	\$ 17.36	\$ 18.23	\$ 19.14	\$ 20.09

July 1, 2014 Proposed Salary Schedule

Grade	Title	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
550	Accountant	4,718	4,954	5,202	5,462	5,735
480	Accounting Assistant	3,969	4,167	4,375	4,594	4,824
690	Accounting Manager	6,666	6,999	7,349	7,716	8,102
510	Accounting Technician	4,275	4,489	4,713	4,949	5,196
780	Assistant Public Works Director	8,326	8,742	9,179	9,638	10,120
710	Building Official	7,004	7,354	7,722	8,108	8,513
840	City Attorney	9,654	10,137	10,644	11,176	11,735
630	City Clerk	5,747	6,034	6,336	6,653	6,986
640	Civil Engineer - Journey Level	5,891	6,186	6,495	6,820	7,161
680	Civil Engineer II	6,504	6,829	7,170	7,528	7,904
560	Code Compliance Officer	4,835	5,077	5,331	5,598	5,878
510	Code Specialist	4,275	4,489	4,713	4,949	5,196
570	Combination Bldg Inspector	4,957	5,205	5,465	5,738	6,025
840	Community Development Director	9,654	10,137	10,644	11,176	11,735
550	Computer Support Technician	4,718	4,954	5,202	5,462	5,735
560	Contract Management Analyst	4,835	5,077	5,331	5,598	5,878
480	Department Assistant	3,969	4,167	4,375	4,594	4,824
720	Economic Development Manager	7,178	7,537	7,914	8,310	8,726
570	Electrical Inspector	4,957	5,205	5,465	5,738	6,025
550	Executive Assistant	4,718	4,954	5,202	5,462	5,735
840	Finance Director	9,654	10,137	10,644	11,176	11,735
610	Financial Analyst	5,470	5,744	6,031	6,333	6,650
400	Front Desk Assistant	3,256	3,419	3,590	3,770	3,959
720	Human Resources Manager	7,178	7,537	7,914	8,310	8,726
680	Information Systems Manager	6,504	6,829	7,170	7,528	7,904
560	Management Analyst	4,835	5,077	5,331	5,598	5,878
480	Paralegal	3,969	4,167	4,375	4,594	4,824
470	Park & Facility Maintenance Worker	3,872	4,066	4,269	4,482	4,706
670	Parks Development & Operation Mgr	6,344	6,661	6,994	7,344	7,711
550	Parks Maintenance Supervisor	4,718	4,954	5,202	5,462	5,735
840	Parks, Rec, and Cultural Svcs Director	9,654	10,137	10,644	11,176	11,735
480	Permit Technician	3,969	4,167	4,375	4,594	4,824
580	Planner	5,081	5,335	5,602	5,882	6,176
510	Public Information Officer	4,275	4,489	4,713	4,949	5,196
840	Public Works Director	9,654	10,137	10,644	11,176	11,735
440	PW Maintenance Worker I	3,595	3,775	3,964	4,162	4,370
470	PW Maintenance Worker II	3,872	4,066	4,269	4,482	4,706
520	PW Maintenance Worker III	4,381	4,600	4,830	5,072	5,326
261	Recreation Leader III	2,324	2,440	2,562	2,690	2,825
670	Recreation Manager	6,344	6,661	6,994	7,344	7,711
490	Recreation Specialist	4,069	4,272	4,486	4,710	4,945
550	Recreation Supervisor	4,718	4,954	5,202	5,462	5,735
530	Right of Way Inspector	4,490	4,715	4,951	5,199	5,459
400	Secretary/Receptionist	3,256	3,419	3,590	3,770	3,959
600	Senior Accountant	5,338	5,605	5,885	6,179	6,488
630	Senior Planner	5,747	6,034	6,336	6,653	6,986
560	Stormwater Engineering Technician	4,835	5,077	5,331	5,598	5,878
660	Street & Stormwater Maint. Mgr	6,190	6,499	6,824	7,165	7,523
620	Systems and GIS Administrator	5,608	5,888	6,182	6,491	6,816

July 1, 2014 Proposed Salary Schedule

Intermittent and Temporary Staff

Grade	Title	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
I530	Communication Technician	\$ 24.90	\$ 26.15	\$ 27.46	\$ 28.83	\$ 30.27
I220	Custodian	\$ 11.58	\$ 12.16	\$ 12.77	\$ 13.41	\$ 14.08
I300	Facilities Inventory Intern	\$ 14.12	\$ 14.82	\$ 15.56	\$ 16.34	\$ 17.16
I230	Facility Attendant	\$ 11.87	\$ 12.47	\$ 13.09	\$ 13.74	\$ 14.43
I261	Front Desk Assistant	\$ 12.89	\$ 13.53	\$ 14.21	\$ 14.92	\$ 15.66
I210	Park Maintenance Assistant	\$ 11.30	\$ 11.86	\$ 12.46	\$ 13.08	\$ 13.73
I611	Parking Enforcement Officer	\$ 30.85	\$ 32.39	\$ 34.01	\$ 35.71	\$ 37.50
I262	Pavement Inventory Intern	\$ 13.00	\$ 13.66	\$ 14.34	\$ 15.05	\$ 15.80
I262	PW Maintenance Assistant	\$ 13.00	\$ 13.66	\$ 14.34	\$ 15.05	\$ 15.80
I130	Recreation Leader I	\$ 9.27	\$ 9.73	\$ 10.22	\$ 10.73	\$ 11.27
I201	Recreation Leader II	\$ 11.05	\$ 11.61	\$ 12.19	\$ 12.80	\$ 13.44
I261	Recreation Leader III	\$ 12.89	\$ 13.53	\$ 14.21	\$ 14.92	\$ 15.66
I361	Scanner	\$ 16.53	\$ 17.36	\$ 18.23	\$ 19.14	\$ 20.09

CITY OF BURIEN FINANCIAL POLICIES

The City's Financial Policies are intended to serve as a Council-approved set of values and expectations for Council Members, City staff, citizens and other interested parties who may do business with the City. The use of the term "City" refers to all City officials and staff who are responsible for the activities to carry out these policies. The policies describe expectations for financial planning, budgeting, accounting, reporting and other management practices. They have been prepared to assure prudent financial management and responsible stewardship of the City's financial and physical resources.

A. City Funds

The City shall utilize "governmental fund accounting" as the organizational structure for its financial activities. The following funds have been established for budgeting, accounting and reporting.

OPERATING FUNDS

1. The *General Fund* is the general operating fund of the City. It accounts for all financial resources and transactions except those required to be accounted for in another fund.
2. The *Street Fund* is required by state law to account for dedicated state-shared gas tax revenue. The City's business license fee revenue, solid waste franchise fees and solid waste utility taxes are also deposited in this fund. Monies in the Street Fund are used for street maintenance and transportation capital projects.
3. The *Surface Water Management Fund* accounts for the maintenance and capital improvements to the City's storm and surface water drainage system. Revenues come from fees collected from residential and commercial property owners.

RESERVE FUNDS

1. The *Equipment Replacement Reserve Fund* provides monies for the orderly replacement of City assets with a value over \$1,000 and with an estimated service life of three or more years. All monies come from the City's Operating Funds (General, Street, and Surface Water Management).
2. The *Public Works Reserve Fund* is utilized to accumulate monies for future Capital Improvement Program projects. Funding sources include the Real Estate Excise Tax (REET), Park Mitigation Fees, and transfers from the General Fund.
3. The *Capital Project Reserve* was established to accumulate monies from the City's annual property tax levy for future Capital Improvement Program projects.

4. The *Art in Public Places Fund* accounts for contributions, donations and commissions on sales of art displayed in public places along with 1% of construction contracts for City owned buildings, transit centers and parks.
5. The *Local Improvement District (LID) Guaranty Fund* is required by State law to maintain a balance of not less than 10% of the City's outstanding LID assessments. All monies in the Fund come from the Street Fund; any monies in excess of the needs of the LID Guaranty Fund are returned to the Street Fund.

DEBT SERVICE FUND

1. The City maintains a single *Debt Service Fund* to account for the resources necessary to pay principal and interest when due on the City's outstanding General Obligation Bonds, Local Improvement District Bonds, and Public Works Trust Fund Loans.

CAPITAL IMPROVEMENT PROGRAM FUNDS

Four Capital Improvement Program Funds have been established to account for the revenues and expenditures associated with the following Capital Improvement Program project areas:

1. Parks and General Government;
2. Town Square;
3. Transportation; and
4. Surface Water Management.

B. Resource Planning

1. To assure stability and continuity in City services, the City will prepare and update on a biennial basis a six-year Financial Forecast for all City Operating and Reserve Funds. This biennial planning process will enable citizens, staff, advisory committees, and the City Council to discuss current and future programs, service levels, and capital facility needs.
2. The relationship between the Operating and Capital Budgets will be incorporated into the Financial Forecasts and Budgets. Maintenance and operating costs associated with new Capital Improvement Program projects shall be disclosed in the Capital Budget when projects are being considered and included in the Operating Budget when the projects are complete.
3. The City Manager shall develop on a biennial basis a Financial Planning calendar that will provide for the timely update of the six-year Financial Forecasts for all City Operating and Reserve Funds along with the biennial process to develop, review, and adopt the City's Operating and Capital Budgets.

4. The City's Operating and Capital Budgets will implement City Council adopted goals and policies, long-range plans, and service choices for the community.
5. The City will use "prudent revenue and expenditure assumptions" in the development of the six-year Financial Forecasts, and Operating and Capital Budgets. Revenue and expenditure estimates shall be conservative to generally produce variances from budget estimates in the 3% to 5% range for overall fund revenues and 3% to 5% range for overall fund expenditures.
6. One-time resources shall be identified and shall be used to support one-time expenditures. Ongoing expenditure programs shall only be supported by ongoing resources.
7. Where estimated expenditures and fund balances exceed estimated resources for any Financial Forecast, potential options to bring the six-year Financial Forecasts into balance shall be included as an integral part of the Budget process.

C. Fund Balance and Reserve Levels

Budgeted fund balances shall be established at a minimum of ~~10~~15% of budgeted recurring revenue for the General Fund and 5% of budgeted recurring revenues for the Street and Surface Water Management Funds. The City's General Fund Reserve shall be increased to 20% by 2022. The City hereby establishes and will maintain reservations of Fund Balance, as defined in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This policy shall only apply to the City's governmental funds. Fund Balance shall be composed of the following five categories:

1. **Non-Spendable Fund Balance** – Amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the principal of an endowment fund).
2. **Restricted Fund Balance** – Amounts that can be spent only for the specific purposes stipulated by external resource providers (such as grantors), constitutionally, or through enabling legislation (that is, legislation that creates a new revenue source and restricts its use). Restrictions may only be changed or lifted with the consent of the resource providers.
3. **Committed Fund Balance** – Amounts that can be used only for the specific purposes determined by formal action of the City Council. Commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally.
4. **Assigned Fund Balance** – Amounts the City intends to use for a specific purpose.
5. **Unassigned Fund Balance** – The residual classification for the General Fund and includes all amounts not contained in the other classifications. Unassigned amounts are the portion

of fund balance that is not obligated or specifically designated and is available for any purpose.

The Finance Director shall have the authority to assign amounts of fund balance to a specific purpose; however, before expenditure, amounts must be appropriated by the City Council.

When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, restricted fund balance is considered to have been spent first.

When expenditures are incurred for purposes for which amounts in any of unrestricted fund balance classifications can be used, committed amounts shall be reduced first, followed by assigned amounts and then unassigned amounts.

D. Resource Allocation

The City Council has established the following allocations for designated revenues:

1. Not less than 1% of annual General Fund expenditures will be for Human Services programs.
2. Solid Waste franchise revenues are allocated 100% to the Street Fund for street maintenance activities.
3. Solid Waste Utility Tax revenues are allocated 100% to the Street Fund for street maintenance activities.
4. The City shall increase the electric utility tax (Puget Sound Energy) from 3% to 6%. This revenue will be allocated 100% to the General Fund.

E. Accounting, Budget, and Financial Practice Policies

1. The City will maintain an accounting and financial reporting system that fully meets professional standards, state accounting requirements, and standards used by debt rating agencies.
2. Financial procedures shall be developed to assure appropriate controls are in place to protect City assets and to provide for the development of timely financial reporting.
3. Procurement policies and procedures shall be developed and periodically updated as needed to meet legal requirements and assure effective and competitive purchasing practices.
4. The City will strive to maintain at least an "A1" bond rating from Moody's Investor Services.

5. The Finance Director shall provide to the City Council not less than quarterly a Financial Status Report for all City Funds. This Report will include comparisons of actual revenue and expenditure performance to the respective Budget estimates. Where revenue collections are, or are anticipated to be significantly less than Budget estimates, and/or, where expenditures are, or are anticipated to be significantly greater than Budget estimates, the Finance Director shall include recommendations for possible adjustments or actions.
6. In accordance with state law, the City Manager is authorized to transfer budgeted amounts within any fund; however, any revisions that alter the total expenditure authority (appropriation) of a fund, that increase the total number of authorized employee positions, or that change any salary rate within the pay classification system in the budget by more than 5% must be approved by the City Council.

F. Revenue Policies

1. To minimize the impact of cyclical economic downturns on General Fund revenues and services, the City will attempt to diversify its economic base.
2. Where the City has authority to establish and change fees and charges, all such fees and charges shall be adjusted annually for inflation, based on the change in the Implicit Price Deflator (IPD) for State and Local Government Consumption Expenditures and Gross Investment for the twelve month period ending June 30, or other applicable index or measure.
3. The City will establish cost recovery policies for fee supported services which consider the relative public/private benefits received from the services being provided and/or the desirability of providing access to services for specialized populations. These policies will determine the percentage of full service costs to be recovered through fees. The level of cost recovery may be adjusted to ensure that rates are current, equitable, and competitive and cover that percentage of the total cost deemed appropriate. Staff shall submit periodic financial reports to the Council on the progress in meeting the policies.
4. Grant revenue will be included in the City's Financial Forecasts and Budgets when it is probable the City will receive the grant award.
5. Property taxes levied for general government operations will be at least 1% more than levied in the prior year plus the amount received as a result of new construction. Effective with the 2012 Property Tax Levy, 90% of the Property Taxes will be allocated to the General Fund and 10% will be allocated to the Capital Projects Reserve Fund. Property taxes set aside in the Capital Projects Reserve Fund will grow at 1% per year beginning in 2013, contingent upon a minimum of 1% growth in total Property Tax revenue.

G. Capital Improvement Program Policies

1. The City will plan for capital improvements over a multi-year period. The Capital Improvement Program will directly relate to the City's long-range plans and policies. When capital improvements are being planned, maintenance & operating costs will be estimated and identified within the City's Financial Forecasts. When the capital projects are complete, monies will be included in the City's Operating Budget to provide for maintenance and operating costs.
2. To plan for replacement of the City's physical assets, the City shall maintain a current inventory of all of the City assets, their condition, and estimated replacement costs. The City shall maintain an Equipment Replacement Reserve Fund consisting of cash reserves set aside each year to provide for the timely and orderly replacement of assets. The Equipment Replacement Reserve Fund shall be included in the update of the City's Financial Forecasts.
3. The City will maintain an "Art in Public Places Fund" for the purpose of providing funds for art in capital improvement projects funded wholly or in part by the City of Burien for construction or remodeling of government owned public buildings, transit centers and parks.
4. A capital project is defined as a project of a nonrecurring nature with a cost of \$25,000 or more and estimated service life of at least 10 years including major renovations of existing facilities. Routine maintenance of existing facilities, however, should not be included in capital requests.
5. The Adopted Capital Facilities Element of the Burien Comprehensive Plan provides guidance regarding the development of the City's Capital Improvement Program.
6. For each Fund included in the Capital Improvement Program (Parks and General Government, Town Square, Transportation, and Surface Water Management), funding sources will be identified so that it will be clear what local funds, grant funds, and other revenue sources are supporting each program.
7. The City will use Community Development Block Grant capital funds for eligible capital projects that are included in the City's adopted Capital Improvement Program. The funds will only be spent on eligible projects that benefit low and moderate income individuals as defined in the Community Development Block Grant regulations.

H. Debt Policies

1. When evaluating the use of councilmanic debt and the associated debt service obligations, a financial feasibility analysis will be performed including the City's ability

to make debt service payments, taking into account revenue fluctuations associated with periodic economic cycles.

2. Voted and councilmanic debt will be used prudently in a manner to avoid any adverse impact on the City's credit rating.
3. The City will establish appropriate procedures to assure compliance with its bond covenants and all other applicable federal, state, and local laws, policies or regulations.
4. Debt may be used on a limited basis for specific short-term cash flow needs. Debt will not be used to fund long-term revenue shortages. For major capital projects with long-term useful lives (normally 20 years or more) and where costs exceed short-term cash flows, debt may be used provided there is sufficient discretionary revenue within the Financial Forecasts Plan to service the debt without disrupting the City's existing service delivery programs.

I. Investment Policies

1. The City will follow state law and the following criteria in priority order when investing City monies:
 - a. Preserve capital through prudent financial investments;
 - b. Maintain sufficient liquidity so that monies are available when needed; and
 - c. Achieve the best available rate of return.
2. The City will provide the appropriate accounting and reporting for any private donations or monies held in trust by the City.

J. Financial Management and Organizational Review Policies

1. The City Manager will periodically review the City's organizational structure to assure that it is responsive to current conditions; and to eliminate service duplication within the organization and with other local government jurisdictions. Periodic performance audits may be used to assess organizational costs and effectiveness. Periodic budget reviews shall be made to examine departmental and/or program line-item costs.
2. The City Manager will periodically evaluate the City's administrative and direct service delivery systems to determine whether a service should be provided by the City, by agreement with a qualified and or competitively priced private or public contractor, or eliminated due to changes in community needs and expectations.
3. The City Council will adopt, through the biennial Budget, service levels, a work program, and performance standards that reflect City revenues, community expectations and legal requirements. The City is committed to examining how it provides services so that

service levels and performance standards are met or exceeded at the least cost to the public.

4. The City's compensation structure (salaries and benefits) will be reviewed at least every three years. The City's compensation structure shall be competitive with that of comparable public sector employers in the relevant recruiting or market area; however, no adjustments shall be made if it is determined the City does not have the ability to pay. The criteria for reviewing employee salaries and benefits will also include internal comparability for similar jobs. If relevant private sector comparisons are available, they will be considered.
5. The City will, within available resources, maintain the productivity of staff through a supportive working environment, which includes appropriate equipment, supplies, materials, and professional staff development.
6. The City will evaluate its use of intergovernmental service contracts to prevent duplication of services and to assure an effective and efficient service delivery system to the community.
7. The City adopts biennial budgets at the start of every odd-numbered year. The biennial budget provides a two-year expenditure appropriation with side-by-side one-year budget displays. To avoid overspending the two-year appropriation too quickly, departments are held to single-year budgets and are generally not able to commit funds from the second year of the biennium before it begins. The City Manager may approve the carryover of unspent funds from the first year to the second year if it is determined that a program and/or project was not complete at the end of the year and funds are available.

K. Contract Approval Authority

The approval authority for execution of City contracts is as follows:

1. The City Manager will have authority to sign contracts up to \$25,000.
2. The City Manager will have authority to sign contracts over \$25,000 for equipment, goods, and services that are included in the Adopted Budget.
3. Contracts that exceed Adopted Budget spending authority must be placed on the Council agenda for discussion and approval.
4. Contracts over \$25,000 for initiatives not included in the Adopted Budget must be placed on the Council agenda for discussion and approval.
5. All capital projects in which there is a material change in scope must be placed on the Council agenda for discussion and approval.

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion and Potential Adoption of 2014 Property Tax Levy		Meeting Date: November 18, 2013
Department: Finance Department	Attachments: 1. Ordinance 589	Fund Source: Activity Cost: Amount Budgeted: Unencumbered Budget Authority:
Contact: Kim Krause, Finance Director		
Telephone: (206) 439-3150		
PURPOSE/REQUIRED ACTION: The purpose of this agenda item is to discuss and potentially adopt the 2014 Property Tax Levy.		
BACKGROUND (Include prior Council action & discussion):		
Based on the most current data provided by the King County Assessor's Office, the City's assessed valuation (AV) is expected to grow by 2.43% which allows the City to continue to levy at the statutory maximum rate of \$1.60 per \$1,000 of AV. This allows the City to collect an additional \$153,912 in property taxes. Staff's 2014 property tax levy recommendation is based on the following calculation:		
2014 Preliminary Assessed Valuation:	\$4,053,221,544	
2014 Property Tax Rate	\$1.60 per \$1,000 AV	
2014 Property Tax Levy:	\$6,485,154	
The rounded up amount of the 2014 Property Tax Levy is \$6.6 million.		
Even with this additional property tax revenue, the City is well below the 2011 property tax revenue of \$7.1 million, which is the primary cause of the structural deficit. The Property Tax Levy must be adopted by November 30, 2013.		
OPTIONS (Including fiscal impacts):		
<ul style="list-style-type: none"> • Approve Ordinance No. 589, setting the 2014 Property Tax Levy Rate. • Do not approve Ordinance No. 589, setting the 2014 Property Tax Levy Rate, in which case the levy will remain at the 2013 level of \$6,331,242. 		
Administrative Recommendation: Adopt Ordinance No. 589 approving the 2014 Property Tax Levy		
Suggested Motion: Move adoption of Ordinance No. 589 approving the 2014 Property Tax Levy		
Submitted by: Kim Krause, Finance Director		
Administration _____	City Manager _____	
Today's Date: November 8, 2013	File Code: \\File\records\CC\Agenda Bill 2013\111813ad-4 Property Tax Levy.docx	

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 589

A ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, LEVYING THE GENERAL TAXES FOR THE CITY OF BURIEN IN KING COUNTY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2014, ON ALL PROPERTY BOTH REAL AND PERSONAL, IN SAID CITY WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF PAYING SUFFICIENT REVENUE TO CARRY ON THE SEVERAL DEPARTMENTS OF SAID CITY FOR THE ENSUING YEAR AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Burien has met and considered its budget for the 2013 and 2014 calendar years; and,

WHEREAS, the City Council held a final public hearing on November 18, 2013, to consider revenue sources and expenditures for the second year of its 2013-2014 biennial budget; and,

WHEREAS, the City of Burien's actual levy amount from the previous year was \$6,331,242; and,

WHEREAS, the population of the City of Burien is more than 10,000; and,

WHEREAS, the City's intent to is to levy the maximum allowable statutory rate of \$1.60 per \$1,000 of assessed valuation; and

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

Section 1. 2014 Levy Rate. There shall be and hereby is levied on all real, personal, and utility property in the City of Burien, in King County, current taxes for the year commencing January 2014, in the amount specified below:

Regular Tax Levy of \$6,600,000

The dollar amount of the increase over the actual levy amount from the previous year shall be \$153,912 which is a percentage increase of 2.43% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

The said taxes herein provided for are levied for the purpose of payment upon the general bonded indebtedness of the City of Burien, for the construction of capital facilities and for the maintenance of the departments of the municipal government of the City of Burien for the fiscal year beginning January 1, 2014.

Section 2. Notice to King County. This ordinance shall be certified to the proper County officials, as provided by law, and taxes herein levied shall be collected to pay to the Finance Director of the City of Burien at the time and in the manner provided by the laws of the State of Washington for the collection of taxes for noncharter code cities.

Section 3. Effective Date. This ordinance shall be in full force five days after publication of this ordinance or a summary thereof in the official newspaper of the City, as provided by law.

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.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF _____, 2013, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS ___ DAY OF _____, 2013.

CITY OF BURIEN

Brian Bennett, Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:

Ann Marie Soto, Acting City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.: 589
Date of Publication:

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion and potential adoption of Ordinance No. 590 Increasing the City's Surface Water Management Service Charges and Amending Chapter 13.10 of the Burien Municipal Code		Meeting Date: November 18, 2013		
Department: Finance Department	Attachments: Ordinance No. 590		Fund Source: Surface Water Management Fund	
Contact: Kim Krause, Finance Director			Activity Cost: \$0	
Telephone: (206) 439-3150			Amount Budgeted: \$28,000 Revenue	
Unencumbered Budget Authority: N/A				
PURPOSE/REQUIRED ACTION: The purpose of this agenda item is to discuss and potentially adopt Ordinance No. 590 increasing the surface water management fees and amending Chapter 13.10 of the Burien Municipal Code.				
BACKGROUND (Include prior Council action & discussion): In November 2007, Council adopted policy that increases the Surface Water Management Service Charges annually commensurate with the increase in the first six months average of the current year's Seattle-Tacoma-Bremerton Consumer Price Index (CPI) for All Urban Consumers. This year's CPI is 1.37% and is reflected in the rates listed below.				
Rate Class	Description	% Impervious Surface	2013 Fee	2014 Fee
1	Residential	N/A	\$135.16 per residential lot	\$137.01 per residential lot
2	Very light	≤ 10%	\$135.16 per parcel	\$137.01 per parcel
3	Light	10.1 – 20%	\$337.76 per acre	\$342.39 per acre
4	Moderate	21.1- 45%	\$727.96 per acre	\$737.93 per acre
5	Moderately Heavy	45.1 – 65%	\$1,224.51 per acre	\$1,241.29 per acre
6	Heavy	65.1 – 85%	\$1,660.52 per acre	\$1,683.27 per acre
7	Very Heavy	85.1 – 100%	\$2,115.88 per acre	\$2,144.87 per acre
The discount rates will also be increased by 1.37%.				
The City must take formal action and notify King County of any SWM fee change to take effect for 2014 no later than December 1, 2013.				
OPTIONS (Including fiscal impacts):				
<ul style="list-style-type: none"> • Approve Ordinance No. 590, increasing the surface water management fees by 1.37 percent and amending Chapter 13.10 of the Burien Municipal Code. • Do not approve Ordinance No. 590, in which case the surface water management fees will remain at the 2013 level. The 2013-14 Biennial Budget will be adjusted to reflect the reduction in this revenue source. 				
Administrative Recommendation: Adopt Ordinance No. 590 approving the 2014 Surface Water Management Service Fees and Amending Chapter 13.10 of the Burien Municipal Code.				
Suggested Motion: Move adoption of Ordinance No. 590 approving the 2014 Surface Water Management Service Charges and Amending Chapter 13.10 of the Burien Municipal Code.				
Submitted by: Kim Krause, Finance Director				
Administration _____			City Manager _____	
Today's Date: November 8, 2013			File Code: \\File\records\CC\Agenda Bill 2013\111813ad-5 SWM Rates Adoption.docx	

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 590

AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, INCREASING SURFACE WATER MANAGEMENT SERVICE CHARGES AND AMENDING CHAPTER 13.10 OF THE BURIEN MUNICIPAL CODE

WHEREAS, effective January 1, 2013, the City Council approved Ordinance 574, implementing the Storm Drainage Master Plan and amending Ch. 13.10 BMC by increasing surface water management service charges 12% in 2013 as necessary to fund the requirements of the City's 2013 National Pollution Discharge Elimination System (NPDES) permit; and

WHEREAS, on June 3, 2013, the City Council approved Ordinance 582 retroactively applying the discount rates that are available to property owners in specified circumstances commensurate to the 12% increase in the service charge; and

WHEREAS, in November, 2007, City Council adopted policy that increases the Surface Water Management Service Charges annually commensurate with the increase in the Seattle-Tacoma-Bremerton Consumer Price Index (CPI) for Urban Consumers; and

WHEREAS, the current rates need to be amended to account for the 2013 CPI of 1.37%;

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

Section 1. Section 13.10.350 of the Burien Municipal Code, Rate structure, is hereby amended to read as follows:

13.10.350 Rate structure.

(1) The service charges shall be based on the relative contribution of increased surface and surface water runoff from a given parcel to the surface and surface water management system. The percentage of impervious surfaces on the parcel, the total parcel acreage and any mitigating factors as provided in this chapter will be used to indicate the relative contribution of increased surface and surface water runoff from the parcel to the surface and surface water management system. The relative contribution of increased surface and surface water runoff from each parcel will determine that parcel's share of the service charge revenue needs. The service charge revenue needs of the program are based upon all or any part, as determined by the council, of the cost of surface and surface water management services or to pay or secure the payment of all or any portion of any issue of general obligation or revenue bonds issued for that purpose.

(2) The department shall determine the service charge for each parcel within the service area by the following methodology:

(a) Residential and very lightly developed nonresidential parcels shall receive a flat rate service charge for the reasons set forth in this chapter.

(b) Light to very heavily developed parcels shall be classified into the appropriate rate category by their percentage of impervious surface coverage. Land use codes or data collected from parcel investigations, or both, will be used to determine each parcel's percentage of impervious surface coverage.

After a parcel has been assigned to the appropriate rate category, the service charge for the parcel will be calculated by multiplying the total acreage of the parcel times the rate for that category.

(3) There are hereby imposed upon all developed properties in the service area annual service charges as follows:

Surface Water Management Service Charges

Class	Impervious Surface %	Rate
Residential	N/A	\$135.16 <u>\$137.01</u> /parcel/year
Very Light	0 to 10%	\$135.16 <u>\$137.01</u> /parcel/year
Light	greater than 10% to 20%	\$337.76 <u>\$342.39</u> /acre/year
Moderate	greater than 20% to 45%	\$727.96 <u>\$737.93</u> /acre/year
Moderately Heavy	greater than 45% to 65%	\$1,224.51 <u>\$1,241.29</u> /acre/year
Heavy	greater than 65% to 85%	\$1,660.52 <u>\$1,683.27</u> /acre/year
Very Heavy	greater than 85% to 100%	\$2,115.88 <u>\$2,144.87</u> /acre/year
City Roads	N/A	Exempt
State Highways	N/A	Exempt

The minimum service charge in any class shall be ~~\$135.16~~\$137.01 per parcel per year. Mobile home parks' maximum annual service charges in any class shall be ~~\$135.16~~\$137.01 times the number of mobile home spaces.

(4) The city council will review the surface water management service charges annually to ensure the long-term fiscal viability of the program and to guarantee that debt covenants are met. The program will use equitable and efficient methods to determine service charges. [Ord. 489 § 2, 2008]

Section 2. Section 13.10.360 of the Burien Municipal Code, Rate adjustments and appeals, is hereby amended to read as follows:

13.10.360 Rate adjustments and appeals.

(1) Any person billed for service charges may file a request for rate adjustment with the department within three years of the date from which the bill was sent. However, filing of such a request does not extend the period for payment of the charge.

(2) Requests for rate adjustment may be granted or approved by the director only when one of the following conditions exists:

(a) The parcel is owned and is the personal residence of a person or persons determined by the county assessor as qualified for a low income senior citizen property tax exemption authorized under RCW [84.36.381](#). Parcels qualifying under this subsection (2)(a) shall be exempt from all charges imposed in this chapter;

(b) The acreage of the parcel charged is in error;

(c) The parcel is nonresidential and the actual impervious surface coverage of the parcel charged places it in a different rate category than the rate category assigned by the department;

(d) The parcel is nonresidential and the parcel meets the definition of open space in this chapter. Parcels qualifying under this subsection (2)(d) will be charged only for the area of impervious surface and at the rate which the parcel is classified under using the total parcel acreage;

(e) The parcel is served by one or more flow control or water quality treatment facilities required under this chapter, or can be demonstrated by the property owner to provide flow control or water quality treatment of surface and storm water to the standards in this chapter, and any such facility is maintained at the expense of the parcel owner to the standards required by the department. Nonresidential parcels except in the light category qualifying under this subsection shall be charged at the rate of one lower rate category than as classified by its percentage of impervious surface coverage. Nonresidential parcels in the light rate category qualifying under this subsection shall be charged at the rate of ~~\$135.16~~\$137.01 per parcel per year. Residential parcels and parcels in the very light category qualifying under this subsection shall be charged ~~\$67.58~~68.51 per parcel per year; or

- (f) The service charge bill was otherwise not calculated in accordance with this chapter.
- (3) The property owner shall have the burden of proving that the rate adjustment sought should be granted.
- (4) At the director's discretion, before a rate adjustment will be granted, the property owner may be required to grant permission for city staff to inspect the property to determine if the applicable requirements in subsection (2) of this section have been met. If the property owner refuses to grant access for an inspection, the director may not grant the rate adjustment.
- (5) Decisions on requests for rate adjustments shall be made by the director based on information submitted by the applicant and the results of the inspection, if applicable. The applicant shall be notified in writing of the director's decision. If an adjustment is granted which reduces the charge for the current year or two prior years, the applicant shall be refunded the amount overpaid in the current and two prior years.
- (6) If the director finds that a service charge bill has been undercharged, then either an amended bill shall be issued which reflects the increase in the service charge or the undercharged amount will be added to the next year's bill. This amended bill shall be due and payable under this chapter. The director may include in the bill the amount undercharged for two previous billing years in addition to the current bill.
- (7) Decisions of the director on requests for rate adjustments shall be final unless, within 20 days of the date the decision was mailed, the applicant submits in writing to the director a notice of appeal setting forth a brief statement of the grounds for appeal and requesting a hearing before the hearing examiner. The examiner's decision shall be a final decision pursuant to Chapter [2.15](#) BMC. [Ord. 489 § 2, 2008]

Section 3. 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 4. Effective Date. This Ordinance shall take effect January 1, 2014.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS __ DAY OF _____, 2013, AND SIGNED IN
AUTHENTICATION OF ITS PASSAGE THIS __ DAY OF _____, 2013.

CITY OF BURIEN

Brian Bennett, Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:

Ann Marie Soto, Acting City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 590
Date of Publication:

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Motion to Approve Appointment to the City of Burien Arts Commission		Meeting Date: November 18, 2013
Department: City Manager	Attachments:	Fund Source: N/A Activity Cost: N/A Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Contact: Monica Lusk		
Telephone: (206) 248-5517		
Adopted Work Plan Priority: Yes No <input checked="" type="checkbox"/> X	Work Plan Item Description: N/A	
PURPOSE/REQUIRED ACTION:		
<p>The purpose of this agenda item is for Council to make an appointment to the City of Burien Arts Commission. Council held interviews prior to the November 18 Council meeting.</p> <p>Background (Include prior Council Action and Discussions):</p> <p>A call for volunteers to serve on City of Burien Arts Commission advisory board was placed in the Westside Weekly, Burien City News, on TBC21, and on the City's website. Three applications were received to fill one position with a term that expires on March 31, 2017.</p> <p>OPTIONS (Including fiscal impacts):</p> <ol style="list-style-type: none"> 1. Appoint an applicant to fill one vacancy for an unexpired term that will end on March 31, 2017. 2. Do not appoint any of the applicants and re-advertise. 		
Administrative Recommendation: Per Council direction.		
Advisory Board Recommendation: N/A		
Suggested Motions: Move to Appoint _____ to City of Burien Arts Commission to an unexpired term beginning on November 18, 2013, and ending on March 31, 2017.		
Submitted by: Monica Lusk, City Clerk		
Administration _____		Interim City Manager _____
Today's Date: November 8, 2013	File Code: R:/CC/Agenda Bills 2013/111813cm-1 ac appt	

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Motion on Revised Arts Fund Recommendation Process		Meeting Date: November 18, 2013
Department: Parks, Recreation & Cultural Services	Attachments: 1. Arts & Culture Grant Fund Program Q & A 2. 2014 Application Guidelines 3. 2014 Application	Fund Source: N/A Activity Cost: N/A Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Contact: Debbie Zemke, Recreation Manager		
Telephone: 206-988-3704		
Adopted Initiative: Yes: No: X	Initiative Description: N/A	
<p>PURPOSE/REQUIRED ACTION: Several questions were posed by Council on November 4 by the Council regarding the change recommended by the Arts Commission for the composition of the Arts and Culture Fund review panel. Attached are the responses to Council's questions. The Council had previously discussed the Commission's proposals on September 16 and October 7.</p> <p>BACKGROUND (Include prior Council action & discussion): On September 16, the Commission recommended an alternative review panel process due to conflicts of interest this year, due to the fact that a majority of Commissioners were associated with prospective grant applications or groups that will be applying for grants. On October 7, the Council asked the Commission to revisit its recommendation and directed staff to return with a revised proposal. The Commission met on October 22 and recommended the following policy and process to Council:</p> <ul style="list-style-type: none"> • Review of grants and allocation of funds will remain within the responsibilities of the Burien Arts Commission. • Current Arts Commissioners are asked to serve on the panel, along with the Cultural Arts Supervisor. • If an Arts Commissioner has a conflict of interest as a result of a close connection to a grant requestor, he/she will not be eligible to serve on the panel. • If there is an insufficient number of current Burien Arts Commissioners eligible to serve on the panel, alternative panelists from the arts, culture, and heritage community will be selected. • First choice for alternate panelists will be former Burien arts commissioners. • Second choice will be qualified Burien citizens. • Third choice will be arts and culture professionals or arts commissioners from nearby communities. • Panel findings will be approved by the full Arts Commission; commissioners with a conflict of interest are recused from voting. • If the number of current Arts Commissioners without a conflict of interest is below the number that constitutes a quorum, the Cultural Arts Supervisor will take the panel's recommendations directly to Council. <p>With the exception of the above alteration of the selection process for the review panel, all policies and procedures related to the Arts & Culture Fund remain intact. If approved, the review process would proceed as follows:</p> <ul style="list-style-type: none"> • Week of November 11 – Grant panel meets to create recommendations for 2014 grant allocations • December 2 – recommendations to Council • Mid-December – grant letters to applicants <p>OPTIONS (Including fiscal impacts): N/A</p>		
Administrative Recommendation: N/A		
Advisory Board Recommendation: N/A		
Suggested Motion: Move to approve the Revised Arts Fund Application, Review and Recommendation Process, as proposed by the Burien Arts Commission.		
Submitted by: Michael Lafreniere		Craig D. Knutson
Administration: _____		City Manager _____
Today's Date: November 14, 2013		File Code: R:\CC\Agenda Bill 2013\111813pks-1 Revised Arts Fund Recommendation Process.Docx

Arts and Culture Fund Grant Program Q & A

1. How is this program structured?

The City allocates \$20,000 annually in grants for non-profits arts and heritage organizations and/or individual artists.

2. What determines how funding is allocated?

Funding priorities, eligibility and review criteria are established for the program (see Attachment 2) and included in each application packet (see Attachment 3).

3. How is the program administered?

Staff manage the application process, procedures, timelines, budget, and post-program evaluations.

4. How are grant applications reviewed and evaluated?

Staff organize a sub-committee of Arts Commissioners to review and rank all of the applications. This committee may range from 3 to 5 members. The committee's recommendations are then presented to the full Commission for a vote at their next meeting. The Commission is comprised of 9 members. The Commission's recommendations are then forwarded to the City Council.

5. What is different about the 2014 grant review and evaluation process?

Eight of the nine Commissioners either participate in or are directly affiliated with an organization or program that has applied for a grant. This means that there aren't enough Arts Commissioners to serve on a sub-committee without a conflict of interest. This also means that there aren't enough Arts Commissioners who would be able to vote on a sub-committee's recommendation without a conflict of interest.

6. What alternative process is occurring for the 2014 grant review and evaluation process?

Staff have organized a sub-committee of past Arts Commissioners to review and rank applications. Grant review is currently in process and allocation decisions will be made in mid-November. The sub-committee's recommendations will then be forwarded to City Council.

7. What process will occur in subsequent years?

The original process as outlined in #4 will be resumed if there are enough Arts Commissioners not having a conflict of interest with grant applications. If the same situation occurs that is happening this year, the alternative process as outlined in #6 will be used.

City of Burien Washington

2014 Arts and Culture Fund Application Guidelines

2014 Funding Application Due Date: **August 16, 2013**

Introduction

The City of Burien allocates approximately \$20,000 each year for Arts and Culture programs and events. The purpose of the City's Arts and Culture Fund is to support arts and heritage organizations as well as artists who will provide cultural opportunities for City residents while also attracting regional artists and audiences that can contribute to Burien's identity as an arts and culture-oriented City.

Funding Priorities

Applications that provide **one or more** of the following services will be prioritized for funding:

- Programs developed for or presented in the Burien community.
- Innovative and/or mixed-genre projects that bring new cultural experiences to Burien.
- Cultural education experiences for underserved and/or low-income youth.

Eligibility

- Applicants may be individuals or non-profit organizations. Evidence of non-profit status for organizations will be required.
- The proposed program and/or event must be held in Burien or serve a majority of Burien residents.
- Only one application per individual/organization will be accepted per year.

Review Criteria

There is no priority between each of the elements listed below nor is there a requirement to meet all criteria:

- Artistic and heritage merit and excellence.
- Collaborative programs or initiatives with other cultural organizations.
- Administrative capability and fiscal stability of the applicant's organization.
- Recruitment of underserved populations through special outreach and/or specialized promotional strategies.
- Participation in the City's cultural programs and/or events.
- Documented evaluation and measurement of previous year's program grant objectives.
- Diversity of applicant's additional funding sources.
- Burien-based artists, heritage professionals, and cultural organizations.
- Prior grant recipients.

How To Apply

The City holds an annual application cycle for Arts and Culture funding in the summer/fall prior to the year of funding. Thus, an organization requesting funding for the year 2014 would need to apply in the summer/fall of 2013. The applicant will need to complete the attached application and return ten copies to: City of Burien Parks, Recreation, and Cultural Services, 14700 6th Ave SW, Burien, Washington, Attn: Gina Kallman, Cultural Arts Supervisor **by the specified due date**.

The City's Arts Commission will review applications and make recommendations to the full City Council for final approval.

For questions, please contact Gina Kallman, Cultural Arts Supervisor at 206-391-6605 or e-mail ginak@burienwa.gov.



City of Burien, Washington 2014 Arts & Culture Application

Please keep responses to within the spaces provided.

1. Applicant/Agency Name:		
Non-profit organization? Yes <input type="checkbox"/> or No <input type="checkbox"/>		
2. Address:		
3. Contact Person Name and Title:		
4. Telephone:	Fax:	E-mail:
5. Title of Proposed Project: Project is New <input type="checkbox"/> or On-going <input type="checkbox"/>		
6. 2014 Project Dates:		
7. Last Year Operating Budget:	Income: \$	Expenses: \$
Current Year Operating Budget:	Income: \$	Expenses: \$
8. Project Cost:		
(a) Burien Arts & Culture funds requested		\$
(b) Total Project Cost:		\$
9. Authorized Signature of Applicant:		
I certify that the information in this application is accurate to the best of my knowledge:		

Printed Name and Title		

Signature		_____
		Date

10. Project Summary: Describe the project for which funding is requested. If applicable, list dates, times, and location of performances, exhibits, or events. List ticket prices, and anticipated attendance numbers.

11. Innovative or Mixed-Genre Projects: If applicable, explain how this project brings a new cultural experience to Burien and/or what additional cultural organizations or artistic disciplines you may be partnering with.

12. Cultural Education: If applicable, explain how this project will provide cultural educational opportunities for underserved or low-income youth.

13. Cultural Merit & Excellence: Describe the cultural accomplishments of the primary artists or heritage professionals engaged in your project. How does the project encourage cultural development and enhance cultural opportunities in the community?

14. Collaborative Programs or Initiatives: Will your project involve working with other cultural organizations? If so, please identify which organizations, along with name of organization's lead staff contact.

15. Administrative Capabilities/Agency Board: **For Organizations:** Briefly describe the mission and goals of your organization. Also list: Number of current Board members, how many positions are currently vacant, how many Board members are City of Burien residents, how many Board meetings were held in the last 12 months, and credentials of Project Director and staff. **For Individuals and/or New Applicants:** Cite examples of other successful projects you've administered.

16. Recruitment of Underserved Populations: If applicable, explain how your project will serve underserved populations (such as low-income youth, ethnic/ESL populations, etc.) Include specific outreach and promotional strategies that will be implemented.

17. Participation in City's Cultural Programs: Will your organization or project have potential to participate in any of the City's free community arts events? (For example, 2013 events included Wild Strawberry Festival in June, Music in the Park in July/August, Arts-A-Glow event in September, etc.)

18. Evaluation: What criteria do you use to measure the success of your projects? How effective have your previous evaluation strategies been?

19. Other Funding: If applicable, please share examples of your efforts to increase earned income. What other sources of income will support your project? Have these been confirmed? Will your project succeed if your other sources and/or City funding is not obtained?

20. Previous City Funding: If you obtained City funding for your project during the current year, did you accomplish the project objectives as identified in your previous Arts/Culture grant applications? If not, please explain.

21. Public Participation: The project must be reasonably accessible. Describe your targeted audience, i.e., age group, special populations, new audiences, season subscribers, or patrons. How has access for special populations (such as disabled) been facilitated?

22. Admission Fees/Public Benefit: For projects charging admission, please identify a benefit you can provide to the community at no charge. If applicable, describe any scholarships you offer and how these opportunities are promoted to potential beneficiaries.

23. Promotional Plan: Describe you plan to promote your project or event. If awarded funds, your promotional materials must credit the City of Burien as a financial supporter.

24. Project/Program Budget (You may submit a budget in your own format)

Revenue Sources	2013 Project Revenue	2014 Estimated Project Revenue	Confirmed Funding? Y or N
Admissions			
Concessions			
Federal			
State			
County			
Cities (indicate city name below)			
Corporate/Business Support			
Foundations			
Individual Donations			
Other:			
TOTAL REVENUE			
In-Kind			

Expenses	2013 Project Expenditures	2014 Estimated Project Expenditures
Personnel Costs		
Supplies		
Consultant or purchased Services		
Communications		
Performance Hall Rental		
Equipment		
Advertising		
Printing Costs		
Other (specify below)		
TOTAL EXPENSES		
In-Kind		
NET PROFIT (LOSS) (revenue - expenses) =		

Attachment Checklist

Attachments required to be submitted with the City of Burien Arts & Culture Fund Application:

-  Verification of non-profit status.
-  Copy of Board authorization to submit this application

**Please mail or hand deliver 10 copies of your application to:
Burien Community Center
14700 6th Ave SW, Burien, WA, 98166
Attn: Arts and Culture Grant**

Application is due by 4:00 p.m. Friday, August 16, 2013 to:

**Questions?
Gina Kallman
Cultural Arts Supervisor
Telephone: 206-391-6605
E-Mail: ginak@burienwa.gov**

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Approval of Interlocal Agreement with Port of Seattle for Northeast Redevelopment Area (NERA)		Meeting Date: November 18, 2013
Department: Public Works	Attachments: 1. Interlocal Agreement with Port of Seattle 2. Letter of Concurrence from FAA to Port	Fund Source: N/A Activity Cost: N/A Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Contact: Maiya Andrews, Public Works Director		
Telephone: (206) 248-5521		
Adopted Initiative: Yes No X	Initiative Description:	
<p>PURPOSE/REQUIRED ACTION:</p> <p>The purpose of this agenda item is to approve an Interlocal Agreement (ILA) as well as associated easements with the Port for the Northeast Redevelopment Area.</p> <p>BACKGROUND (Include prior Council action & discussion):</p> <p>As explained to Council at the October 7, 2013 and November 4, 2013 meetings, the design of the NERA storm drainage and trail improvement project is nearing completion. This project was funded through grants from the Departments of Ecology and Commerce, the Port, and the City’s transportation and stormwater funds. The project is on an extremely tight timeline. The largest grant is from the Department of Commerce, and all of these funds must be expended by November 2014. To meet this timeline, the construction phase needs to be advertised by the end of this year.</p> <p>In order to meet that schedule, the City and the Port need to enter into agreements about the costs of the project, long term maintenance and operations, and property rights. The draft ILA presented to Council on October 7th included the following major elements:</p> <ul style="list-style-type: none"> • The Port will provide \$1,200,000 in funding for the current construction project. • The Port agrees to provide permanent and temporary construction easements for the regional storm drainage facilities and the trail. • The City agrees to initiate a vacation of 12th Place South. • The City will operate and maintain the regional storm drainage facilities. • The Port will be able to convey storm runoff from its properties in NERA to these facilities upon payment of a connection fee. • This connection fee will be established by a future code amendment for all NERA properties. This fee is based on operation and maintenance costs in excess of the current SWM fee; it is based on costs for the first 20 years of operations and maintenance of the new regional facilities, initial monitoring of the facilities, and adaptive management. • The Port and City agree to cooperate on submission of an application to the FAA’s pilot program. • While the agreement includes payment from the City to the Port for the various easements, and payment from the Port to the City for the vacation, the net value of these payments is a credit to the City of \$131,463 (the amounts have been added since the October 7th meeting). 		

BACKGROUND (cont'd.)

Staff has incorporated the changes discussed at the November 4th Council meeting – including those changes regarding the more liberal interpretation of land uses by the FAA for the Approach Transition Zone. The FAA also requested that we remove the estimated amount of the future connection fee because they did not have time to vet it. Staff did not have any concerns with removing the amount since a stormwater connection fee for all of NERA will have to be approved in a future ordinance anyway. The FAA has provided the Port a letter of concurrence indicating they have reviewed the ILA and it is consistent with their policies and regulations (Attachment 2).

Staff recommends approval of the revised ILA included as Attachment 1.

OPTIONS (Including fiscal impacts):

1. Approve the ILA as attached.
2. Approve the ILA with revisions.
3. Do not approve the ILA.

Administrative Recommendation: Staff recommends Option 1.

Advisory Board Recommendation: N/A

Suggested Motion: Move approval of the Interlocal Agreement with the Port of Seattle for the Northeast Redevelopment Area.

Submitted by:

Administration _____

Interim City Manager _____

Today's Date: November 8, 2013

File Code: R:/CC/Agenda Bill 2013/111813pw-1 NERA
ILA with Port.docx

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF BURIEN
and
THE PORT OF SEATTLE**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the “Agreement”, is entered into pursuant to Chapters 39.33 and 39.34 RCW by and between the **CITY OF BURIEN**, a Washington municipal corporation (hereinafter referred to as the “City”) and the **PORT OF SEATTLE**, a Washington municipal corporation (hereinafter referred to as the “Port”).

RECITALS

- A. The City is a non-charter code city organized pursuant to Chapter 35A.13 RCW of the laws of the State of Washington having authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens, and thereby control the use and development of property within its jurisdiction.
- B. The Port is a municipal corporation, with authority under the Revised Airports Act, Chapter 14.08 RCW; the Airport Zoning Act, Chapter 14.12 RCW, the State Environmental Policy Act (SEPA), Chapter 43.21C RCW; certain port district enabling statutes; and other state and local laws, to exercise discretionary land use jurisdiction over real property located within its boundaries.
- C. The City has designated an approximately 158-acre area located northwest of Sea-Tac Airport as its Northeast Redevelopment Area (“NERA”).
- D. The NERA includes about 55 acres of Port-owned property, most of which is “noise property” acquired under the Federal Aviation Administration’s (“FAA”) Part 150 regulations. Consequently, the FAA must review and approve the use, lease, disposal and payment of any Port funds related to this property.
- E. The City and the Port share the goal of transitioning the NERA into a mix of airport-compatible commercial, retail and/or light industrial uses. More specifically, the City envisions development of an auto mall on the southern portion of the NERA and the Port envisions development of light industrial facilities that will support air cargo growth at SeaTac Airport on the northern portion of the NERA.
- F. The City and the Port jointly prepared a redevelopment strategy for the NERA in April, 2010. The City and the Port now desire to further implement that strategy through collaborative planning and other mutual actions to facilitate private sector investment in redevelopment of the NERA.
- G. The City and the Port are entering into this Agreement pursuant to the authority granted in Chapter 39.33 Revised Code of Washington, (Intergovernmental Disposition of Property Act) which permits a

political subdivision of the State of Washington to sell real property interests to the State or any municipality or any political subdivision thereof on such terms and conditions as may be mutually agreed upon by the proper authority of the state and/or the subdivisions concerned and pursuant to the authority granted in Chapter 39.34 Revised Code of Washington, (Interlocal Cooperation Act).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants of the parties contained herein, and pursuant to Chapters 39.33 and 39.34 RCW, the parties hereto agree as follows:

AGREEMENT

SECTION 1. DEFINED TERMS

- 1.1 Agreement.** This Interlocal Agreement between the City and the Port.
- 1.2 Appraisal.** The fair market value appraisal obtained by the Port prepared by CIC Valuation Group, Inc. dated August 15, 2013 to determine the value of the Stormwater Facilities Easements, the Shared Use Path Easement, and the 12th Place South street vacation.
- 1.3 BMC.** The Burien Municipal Code.
- 1.4 City.** The City of Burien, a municipality of the State of Washington, which exercises governmental functions and powers pursuant to the laws of the State of Washington and the BMC. The principal office of the City is located at 400 152nd Street, Suite 300, Burien, Washington 98166.
- 1.5 Master Drainage Plan.** The comprehensive plan for managing stormwater throughout the NERA, including flow control and runoff treatment, prepared by Otak and dated December, 2013.
- 1.6 MOA.** The Memorandum of Agreement entered into between the City and the Port dated January 31, 2013.
- 1.7 NERA.** The Northeast Redevelopment Area, an approximately 158-acre area bounded by South 138th Street on the north, Des Moines Memorial Drive to the east and south, and 8th Avenue South to the west, as depicted on **Exhibit 1**.
- 1.8 Port.** The Port of Seattle, a municipal corporation, which exercises governmental functions and powers pursuant to the laws of the State of Washington. The principal office of the Port is located at 2711 Alaskan Way, Seattle, Washington 98121.
- 1.9 Regional Stormwater Project.** The City's project to design, construct, own, operate and maintain stormwater improvements for the NERA. The first phase covers 55 acres and includes 4 of the 7 required stormwater management facilities (Facilities #3, #4, and #5/6). The project will also include

pre-treatment/water quality components, channel and floodplain improvements, enhancements along Miller Creek, and a 2,736 feet long shared use path for operations and maintenance of the stormwater facilities and for bicycle and pedestrian access.

SECTION 2. PURPOSE

2.1 General. The City and the Port are entering into this Agreement as a means to further facilitate redevelopment of the NERA Plan through additional cooperation and completion of mutual actions.

2.2 Cooperative Actions. The City and the Port agree to undertake and complete the following separate, but related, activities:

2.2.1 Master Drainage Plan. The City will finalize preparation of the Master Drainage Plan for the NERA. Per the MOA, the Port will contribute to the City a portion of the costs to prepare the plan.

2.2.2 Regional Stormwater Project. Per the Master Drainage Plan, the City will design the Regional Stormwater Project. The Port will convey to the City certain easements needed by the City to construct, own and permanently operate and maintain the stormwater facilities. The Port will also contribute to the City a portion of the costs to construct two of the facilities (Facilities #3 and #4) that almost exclusively benefit Port property.

2.2.3 Shared Use Path. Per the Master Drainage Plan, the City will design and construct an approximately 2,736 feet long path that will provide vehicular access for operations and maintenance for the Regional Stormwater Project as well as pedestrian and bicycle access through the NERA. The Port will convey to the City an easement needed by the City to construct, own and permanently operate and maintain the path.

2.2.4 Street Vacation. The City will initiate and complete a street vacation of 12th Place South, which will enable the Port to complete assemblage of its properties in the NERA.

2.2.5 SR 518 Interchange Improvements. The City will complete design of an eastbound off-ramp from State Route 518 at Des Moines Memorial Drive to enable better vehicular access to the NERA. After final design, the Port expects to convey to the City or to the Washington State Department of Transportation (“WSDOT”) the Port-owned property needed to construct the eastbound off-ramp.

2.2.6 Pilot Program. The Port will prepare and submit, with the City’s assistance, an application to the FAA for additional planning and design funds for NERA infrastructure as part of the FAA’s pilot program for redevelopment of “noise property.”

SECTION 3. MASTER DRAINAGE PLAN

3.1 General. The Master Drainage Plan details the comprehensive approach to addressing surface water runoff associated with redeveloping the NERA.

3.2 Memorandum of Agreement. The MOA provides for the Port contributing up to One Hundred Thirty-One Thousand Four Hundred Dollars (\$131,400) of the total project budget of Three Hundred Sixty-Five Thousand Dollars (\$365,000) toward completion of the Master Drainage Plan. The Port’s share represents thirty-six percent (36%) of the total budget and is based on the Port’s percentage ownership of the total acreage within the NERA. The Port owns approximately forty-seven percent (47%) of the area studied by the Master Drainage Plan and approximately fifty-three percent (53%) of the area covered by the first phase of the Regional Stormwater Project. The MOA is attached hereto as **Exhibit 2** and incorporated herein by this reference.

SECTION 4. REGIONAL STORMWATER PROJECT

4.1 General. The Regional Stormwater Project will be designed, built, owned, operated and maintained by the City based on the Master Drainage Plan.

4.2 Stormwater Facilities. Four of the seven required stormwater management facilities are to be constructed as part of the first phase of the Regional Stormwater Project. The four facilities are Facility #3, Facility #4, and Facility #5/6 as shown on **Exhibit 1** attached hereto and incorporated herein.

Although physically separate, Facilities #5 and #6 function as a single facility. Facility #5 will be located on City property. It will collect, treat, and manage storm water runoff from the surrounding area and is designed to infiltrate up through a 50-year storm event. Any water received beyond the infiltration capacity of Facility #5 will be bypassed to Facility #6. Facility #6 will be located on Port property, will serve as an emergency overflow location for Facility #5, and will receive water during severe storm events when Facility #5 is in bypass mode.

4.3 Easements. To enable construction and long-term ownership, operation and maintenance of Facilities #3, #4 and #5/6, the City needs to acquire easements from the Port. The Port agrees to convey to the City, and the City agrees to acquire from the Port, a non-exclusive easement for Facility #3 in a form substantially the same as **Exhibit 3**, a non-exclusive easement for Facility #4 in a form substantially the same as **Exhibit 4**, an exclusive easement for Facility #6 in a form substantially the same as **Exhibit 5**, and a Temporary Construction Easement in a form substantially the same as **Exhibit 6** (collectively, the “Stormwater Facilities Easements”).

4.4 Value of Easements. The Port agrees to convey to the City, and the City agrees to pay the Port, at Closing as set forth in Section 9, the following amounts for the Stormwater Facilities Easements:

4.4.1 Facility #3. The Port agrees to convey the Facility #3 Easement to the City for Thirteen Thousand Eight Hundred Eighty-Nine Dollars (\$13,889). This amount is ten percent (10%) of the property's fair market value as determined by the Appraisal and represents the amount of benefit Facility #3 provides to non-Port properties. The Port agrees to convey the Facility #3 Easement at the discounted amount, because the City's Regional Stormwater Project frees the Port from having to construct separate stormwater management facilities that the Port would otherwise be required to build on its property as a condition of the City's granting permits for development of the property. Facility #3 drains Basin 3, as shown on **Exhibit 1**, in which the Port owns approximately 5.03 of the total 5.6 acres or about ninety percent (90%) of the basin's total acreage. Therefore, Facility #3 almost exclusively benefits redevelopment of Port property.

4.4.2 Facility #4. The Port agrees to convey the Facility #4 Easement to the City for Fourteen Thousand Nine Hundred Sixty-One Dollars (\$14,961). This amount is thirteen percent (13%) of the property's fair market value as determined by the Appraisal and represents the amount of benefit Facility #4 provides to non-Port properties. The Port agrees to convey the Facility #4 Easement at the discounted amount, because the City's Regional Stormwater Project frees the Port from having to construct separate stormwater management facilities that the Port would otherwise be required to build on its property as a condition of the City's granting permits for development of the property. Facility #4 drains Basin 4, as shown on **Exhibit 1**, in which the Port owns approximately 10.42 of the total 12 acres or about eight-seven percent (87%) of the basin's total acreage. Therefore, Facility #4 almost exclusively benefits redevelopment of Port property.

4.4.3 Facility #5/6. The Port agrees to convey the Facility #6 Easement to the City at no cost. As explained in Section 4.2 above, Facility #5/6 functions as a single facility. Non-Port property comprises approximately sixty percent (60%) of the property in Basin 5/6, as shown on **Exhibit 1**, that will benefit from Facility #6's location on Port-owned land. The fair market value as determined by the Appraisal of the benefit to non-Port property equals \$113,219 (60% of the \$188,698 appraised value of the Facility #6 Easement). Port-owned property comprises approximately forty percent (40%) of the property that will benefit from Facility #5 being located on City-owned land. The fair market value as

determined by the Appraisal of the benefit to Port property equals \$208,440 (40% of the \$521,100 appraised value of the Facility #5 Easement). The Port receives a net benefit from the Facility #6 Easement, and this easement further relieves the Port from having to construct separate and larger stormwater management facilities that the Port would otherwise be required to build solely on its property as a condition of the City's granting permits for development of the property.

4.4.4 Temporary Construction Easement. The Port agrees to grant the Temporary Construction Easement to the City for Eight Thousand Seven Hundred Twenty-Four Dollars (\$8,724.00). This amount represents a nine percent (9%) annual return on the fee value of the needed property based on the Appraisal.

4.5 Port Stormwater Contribution. The City has requested, and the Port agrees to contribute, a portion of the design and construction costs for the first phase of the Regional Stormwater Project.

4.5.1 State Grant Funds. The City has secured grant funding from the Washington State Departments of Commerce and Ecology of approximately \$4,500,000 for the Regional Stormwater Project. However, this grant funding is not sufficient to cover the approximately \$5,700,000 in total design and construction costs for the optimal package of phase one improvements.

4.5.2 Port Stormwater Contribution. Because Facilities #3 and #4 primarily benefit Port property, the Port agrees to contribute to the City a total of One Million Two Hundred Thousand Dollars (\$1,200,000) of airport development funds in the non-aeronautical cost center and excluded from the airline rate base (the "Port Stormwater Contribution") toward construction of these two facilities to complete the construction funding the City needs for the Regional Stormwater Project. The Port agrees to deliver the Port Stormwater Contribution to the City at Closing.

4.5.3 Rationale/Justification. Stormwater management is required for any redevelopment of Port property. By funding a portion of the construction costs for Facilities #3 and #4, the Port will save substantially compared to the Port planning, designing, permitting and building separate stormwater management facilities that solely service the Port's property. The Port will benefit from approximately \$1,800,000 in improvements to its property that will meet all of the City's stormwater requirements, which is forty-four percent (44%) greater than the Port's Stormwater Contribution. Using City-generated and Port-verified construction estimates, the fully loaded cost if the Port was to plan, design, permit and construct Facilities #3 and #4 is approximately \$3,000,000.

4.5.4 Port Commission Intent. In approving the Port Stormwater Contribution to support the redevelopment of Port property in the NERA, the Port Commission:

4.5.4.1 Affirms the Century Agenda goal of tripling air cargo volume to 750,000 metric tons as part of positioning the Puget Sound region as a premier international logistics hub;

4.5.4.2 Desires to facilitate development of light industrial uses on the Port's property in the NERA that can support the air cargo growth goal; and

4.5.4.3 Intends that the Port recoup the Port Stormwater Contribution as part of any disposition of the Port's property in the NERA by sale or long-term lease to a third party.

4.6 Connection Fees; Surface Water Management Fees. In return for the Port's Stormwater Contribution and Stormwater Facilities Easements, the City agrees that the Port and its assigns will have the right to connect the on-site stormwater collection system on the Port's property to the Regional Stormwater Project upon payment of a connection fee at the time of connection pursuant to an ordinance to be adopted by the City establishing the connection fee. This connection fee will apply to all property in the NERA that connects to the Regional Stormwater Project for stormwater management. The connection fee will be based on the City's projected costs for the first twenty years of operation and maintenance of the Regional Stormwater Project, initial monitoring of the new facilities, and adaptive management of the new facilities. These connection fee-related costs are particular to the Regional Stormwater Project and are separate from and in excess of the City's adopted surface water management service charges, which will also apply to development of the Port's property.

SECTION 5. SHARED USE PATH

5.1 Shared Use Path. The City will design, construct, own, operate and maintain a Shared Use Path as part of the first phase of the Regional Stormwater Project. The Shared Use Path will provide access for both long-term operations and maintenance of the Regional Stormwater Project and for pedestrian and bicycle use through the NERA.

5.2 Easement. To enable construction and long-term ownership, operation and maintenance of the Shared Use Path the City needs an easement from the Port. The Port agrees to convey to the City, and the City agrees to acquire from the Port, an easement in a form substantially the same as **Exhibit 7**, (the "Shared Use Path Easement"). Consistent with pertinent FAA regulations, the Port will not otherwise contribute to the design, construction, operation or maintenance of the Shared Use Path.

5.3 Easement Value. Based on the Appraisal, the Port agrees to convey to the City, and the City agrees to pay the Port, at Closing, a total fair market value of Sixty-Nine Thousand Four Hundred Sixty-Three Dollars (\$69,463.00) for the Shared Use Path Easement.

SECTION 6. STREET VACATION

6.1 General. The City will initiate and complete a street vacation process of 12th Place South to enable the Port to complete assembly of its properties in the NERA.

6.2 12th Place South. 12th Place South is shown on **Exhibit 1** attached hereto and incorporated herein. This street comprises approximately Twenty-Three Thousand Eight Hundred Thirty-Eight (23,838) square feet.

6.3 Street Vacation. To enable the Port's redevelopment of its properties and upon approval of the 12th Place South street vacation ordinance, the City agrees to convey to the Port, and the Port agrees to acquire from the City, 12th Place South pursuant to the process described in Chapter 35.79 of the Revised Code of Washington.

6.4 Appraised Value to be Paid. Subject to the City Council's approval of an ordinance vacating 12th Place South, the appraised value to be paid for 12th Place South by the Port to effectuate such an ordinance will be Two Hundred Thirty-Eight Thousand Five Hundred Dollars (\$238,500.00). The City shall be entitled to such amount at Closing, Part 2, consistent with Section 9.2.

SECTION 7. INTERCHANGE IMPROVEMENTS

7.1 New Eastbound Off-Ramp. The Parties acknowledge that they are currently cooperating in the planning and design of a new eastbound off-ramp from SR 518 at Des Moines Memorial Drive. The City has received grant funds through the Puget Sound Regional Council to complete the design of the eastbound off-ramp. Location of the proposed off-ramp within the Runway Protection Zone (RPZ) is subject to FAA approval.

7.2 Right-of-Way. The City or WSDOT will need to acquire, in fee simple, a portion of the Port's property within the RPZ as right-of-way for the new eastbound off-ramp. Port staff will seek will seek Port Commission approval to surplus and convey the needed property once design of the new off-ramp is finalized, which is anticipated to be in fall of 2014.

7.3 Value. The value of the required right-of-way will be determined by appraisal once the legal description for the right-of-way is prepared upon completion of final design of the new off-ramp.

7.4 Existing Eastbound On-Ramp. The Port entered into Agreement GCA 1998 with WSDOT, which was most recently supplemented in April 2009, allowing the Port to utilize a temporary

on-ramp onto eastbound SR 518 for runway reconstruction work. GCA 1998 requires the Port to restore the ramp upon completion of the temporary use. The final design of the eastbound SR 518 on-ramp needs to be aligned with the eastbound off-ramp and will operate via a new traffic signal being designed with the City's eastbound off-ramp project. Since the restoration of the eastbound SR 518 on-ramp is most appropriately designed as part of the off-ramp project to ensure proper alignment and coordination of the two ramps, the Port agrees to cooperate with the City in its current design and will seek future Port Commission approval to contribute design and construction funds to the City for the eastbound SR 518 on-ramp to satisfy the Port's responsibilities under GCA 1998.

SECTION 8. PILOT PROGRAM

8.1 Application. The City and the Port agree to cooperate in the preparation and submission of an application to the FAA's pilot program for redevelopment of "noise property" as provided for in the FAA Program Guidance Letter 13-04, Pilot Program for Redevelopment of Airport Properties (Acquired Noise Land) dated February 14, 2013 (the "PGL").

8.2 Governance. The PGL requires that an enforceable agreement be in place between the parties to undertake airport compatible redevelopment of airport land conforming to applicable FAA requirements. The Parties intend that this Agreement shall serve that purpose.

8.3 Zoning Designation. The zoning designation of the NERA is Airport Industrial. The City represents and warrants that this designation permits airport compatible development and shall be unchanged for the duration of this Agreement per the requirements of the PGL.

8.4 Use of Funds. The Parties anticipate that any funds awarded pursuant to the PGL will be used for additional planning, design and permitting of infrastructure improvements that will enable redevelopment of the NERA.

8.5 Local Share. The Parties acknowledge that the PGL limits the federal share of the allowable costs under the program to eighty percent (80%) and that the participating airport must provide the remaining twenty percent (20%) share of the allowable project costs. The City and the Port agree that the 20% local share will be split evenly between them. Assuming an application for the maximum amount allowed by the FAA of \$5,000,000, the Port and City's share of the local match equals \$500,000 each.

8.6 Repayment. The Port and City acknowledge and agree that any funds awarded and expended pursuant to the PGL will have to be repaid and reinvested in the manner described in the PGL.

SECTION 9. GENERAL PROVISIONS

9.1 Total Financial Obligations. The following table summarizes the total financial obligations of the Port and the City based on this Agreement.

AGREEMENT ITEM	PORT	CITY
SW Facility #3 Easement	--	\$13,889
SW Facility #4 Easement	--	\$14,961
SW Facility #6 Easement	--	--
Temporary Construction Easement		\$8,724
Construction contribution for SW Facilities #3 & #4	\$1,200,000	--
Shared Use Path Easement	--	\$69,463
12 th Place South Street Vacation	\$245,000 <small>(includes closing costs)</small>	--
FAA Pilot Program Local Match	\$500,000	\$500,000
TOTAL	\$1,945,000	\$607,037

9.2 Closing. Closing of the transactions contemplated in this Agreement will take place in two parts. Closing to accomplish the conveyance of the Stormwater Facilities Easements and the Shared Use Path Easement shall occur within thirty (30) days of execution of this Agreement by both the City and the Port but not sooner than January 3, 2014, at the offices of First American Title Insurance Company, the escrow agent for the transaction (“Closing, Part 1”). Closing to accomplish Port use and ownership of the 12th Place South right-of-way is subject to approval by the City Council of an ordinance vacating 12th Place South, but City staff shall cooperate with the Port to expedite the street vacation process and accomplish a hearing on a resolution or petition for street vacation by no later than May 30, 2014 (“Closing, Part 2”).

9.2.1 Port’s Obligations. At or before Closing, Part 1, the Port shall deliver to the escrow agent: (i) executed originals of the Stormwater Facilities Easements and the Shared Use Path Easement, and (ii) \$1,092,963, which represents the Port Stormwater Contribution of \$1,200,000 minus \$107,037, and the deduct of \$107,037 from \$1,200,000 shall represent the payment by the City of the total purchase for the Stormwater Facility Easements, the Shared Use Path Easement, and the Temporary Construction Easement. At or before Closing, Part 2, the Port: (i) shall deliver to the escrow agent \$238,500, which shall represent the payment of the appraised value required in Chapter 36.79 RCW to effectuate street vacation ordinances; and (ii) shall move forward in an expeditious manner with the process of vacating 12th Place South.

9.2.2 City’s Obligations. At or before Closing Part 1, the City shall deliver to the escrow agent executed originals of the Stormwater Facilities Easements and the Shared Use Path Easement. At or before Closing, Part 2, the City shall expedite

the process of vacating 12th Place South, including completing review of the Port's site development plan, and either initiating the street vacation process by resolution or by providing expeditious review, if the Port has submitted a petition for street vacation so as to accomplish a hearing on said resolution or petition by no later than May 30, 2014.

9.2.3 Closing Costs. The City and the Port shall share equally the escrow fees. The City shall be solely responsible for the cost of any title insurance premiums, title endorsements, extended coverage or other title coverage it chooses to obtain.

9.2.4 Possession. The City shall be entitled to possession of the easement areas immediately following Closing, Part 1.

9.3 Notices, Demands and Communications. Formal notices, demands and communications between the City and the Port shall be sufficient if given and shall not be deemed given unless dispatched by certified mail, postage prepaid, returned receipt requested, or delivered personally, to the principal offices of the City and the Port as follows:

City:

City Manager
City of Burien
400 152nd Street, Suite 300
Burien, WA 98166

Port:

Chief Executive Officer
Port of Seattle
2711 Alaskan Way
Seattle, WA 98121

9.4 Amendments. This Agreement may be amended or modified upon mutual consent of the Parties and in accordance with all applicable laws, rules or regulations. Such mutual consent of the Parties shall be evidenced by a written amendment signed by the Parties.

9.5 Other Government Approvals. Should the Port at any time require the approval of any governmental body or board, whether of local, regional, state or federal jurisdiction, the Port shall bear the sole cost and responsibility for obtaining needed approvals. The City, upon request by the Port, shall lend its full cooperation and affirmative support if it deems such would be in the interest of timely performance under this Agreement, and such cooperation and support would not compromise the responsibilities of the City, including its responsibilities to the Port as set forth in this Agreement. Nothing contained herein is designed to relieve the Port of the necessity of complying with the laws governing the permitting requirements, conditions, terms or restrictions.

9.6 Conflict of Interests. No member, official or employee of the City shall make any decision relating to the Agreement, which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. The Port warrants that it has not paid or given, and shall not pay or give, any third person any money or other consideration for securing the City's approval of this Agreement.

9.7 Non-Liability of City, Officials, Employees, and Agents. No member, official, employee or agent of the City shall be personally liable to the Port, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Port or successor or on any obligation under the terms of this Agreement.

9.8 Title of Parts and Sections. Any titles of the parts, sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provisions.

9.9 Hold Harmless. The Port shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of the negligent act or omission of the Port, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its officers, agents, employees and/or any of them, or jointly against the City and the Port and their respective officers, agents and employees, or any of them, the Port shall satisfy the same to the extent that such judgment was due to the Port's negligent acts or omissions.

9.10 Enforcement, Rights and Remedies Cumulative. This Agreement shall be enforceable by the City, applicant, or successor-in-interest notwithstanding any change in any applicable general or specific plan, zoning, subdivision, or building regulation adopted by the City that alters or amends the rules, regulations, or policies specified in this Agreement. Enforcement may be through any remedy or enforcement method or process, or combination thereof, allowed under law and/or equity. Except as otherwise stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise one or more of these rights or remedies by either party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default by the other party.

9.11 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of Washington. Venue for any legal action brought hereunder shall be in the King County Superior Court.

9.12 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

9.13 Legal Actions; Attorneys' Fees. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement, or to collect damages as a result of any breach of the Agreement, the Parties shall be responsible for their own attorneys' fees and costs incurred in the action.

9.14 Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

9.15 Parties Not Co-ventures. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another, nor employees and/or employers of each other.

9.16 Warranties. The City expresses no warranty or other representation to the Port or any other Party as to the fitness or condition of the Property other than those expressed within this Agreement.

9.17 Reasonable Approvals. The approval of a party of any documentation or submissions herein called for shall not be unreasonably withheld unless the text clearly indicates a different standard. All such approvals shall be given or denied in a timely and expeditious fashion.

9.18 Execution of Other Documentation. The City and the Port agree to execute any further documentation that may be necessary to carry out the intent and obligations under this Agreement.

9.19 Complete Understanding of the Parties. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original, and constitutes the entire understanding and agreement of the Parties.

9.20 Exhibits. This Agreement consists of following the following exhibits, each of which is incorporated herein:

- 9.20.1 Exhibit 1 – NERA Map
- 9.20.2 Exhibit 2 – Master Drainage Plan MOA
- 9.20.3 Exhibit 3 – Stormwater Facility #3 Easement
- 9.20.4 Exhibit 4 – Stormwater Facility #4 Easement
- 9.20.5 Exhibit 5 – Stormwater Facility #6 Easement
- 9.20.6 Exhibit 6 – Temporary Construction Easement
- 9.20.7 Exhibit 7 – Shared Use Path Easement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

CITY OF BURIEN

PORT OF SEATTLE

City Manager
By direction of the Burien City Council
in Open Public Meeting
on _____, 2013

Tay Yoshitani
Chief Executive Officer
By direction of the Port Commission
in Open Public Meeting
on _____, 2013

Dated: _____

Dated: _____

Approved as to Form:

Approved as to Form:

City of Burien Attorney

Port of Seattle Attorney

DRAFT

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known as the City Manager, for the City of Burien, the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City of Burien, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

NAME

NOTARY PUBLIC in and for the State of
Washington, residing at _____
MY COMMISSION EXPIRES: _____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

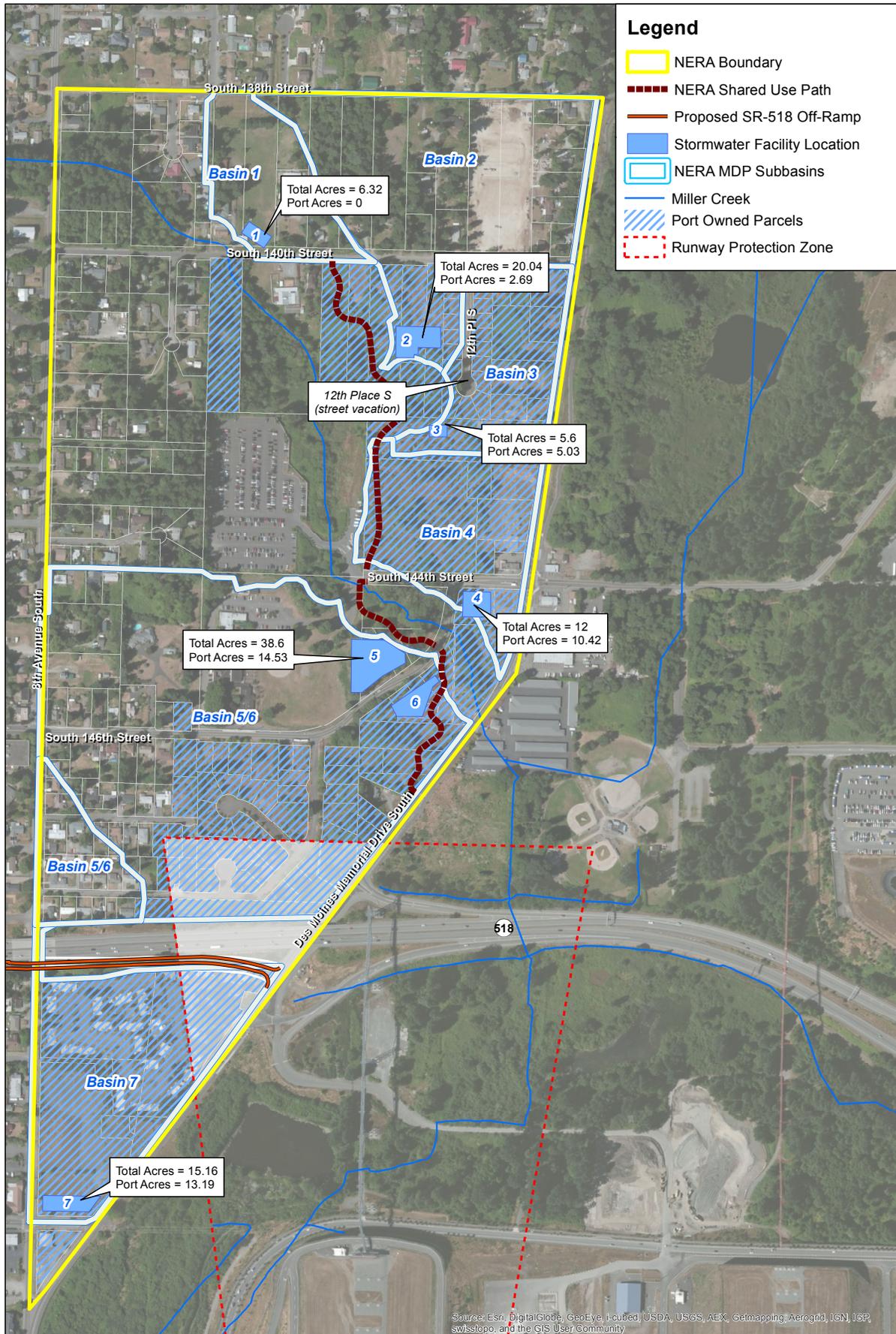
On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tay Yoshitani to me known as the Chief Executive Officer, for the Port of Seattle, the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Port of Seattle, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

NAME

NOTARY PUBLIC in and for the State of
Washington, residing at _____
MY COMMISSION EXPIRES: _____

EXHIBIT 1 - NERA MAP



Source: Esri, DigitalGlobe, GeoEye, IGN, USDA, USGS, AEK, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Exhibit 1: NERA Map



0 150 300 Feet



Missouri Cultural Partner

JAN 31 2013

CITY OF BURIEN
PUBLIC WORKS

EXHIBIT 2 - MOA

MEMORANDUM OF AGREEMENT
CITY OF BURIEN AND PORT OF SEATTLE
NORTHEAST REDEVELOPMENT AREA
MASTER DRAINAGE PLAN PHASE 1 IMPLEMENTATION

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into between the PORT OF SEATTLE, a Washington municipal corporation (the "Port") and the CITY OF BURIEN, a Washington municipal corporation (the "City").

RECITALS

1. The Port owns property located in the City's Northeast Redevelopment Area ("NERA"). A map of the NERA is attached as **Exhibit 1**.
2. The majority of the Port's holdings in the NERA are noise-impacted former residences acquired under the Federal Aviation Administration's ("FAA") Part 150 regulations. As a result, the FAA must review and approve the use, lease, disposal and payment of any Port funds related to these sites.
3. The Port and City share the goal of transitioning the NERA into a mix of airport-compatible retail, auto center, commercial and/or light industrial uses. The City views the NERA as potentially being a significant contributor to its goal of growing and diversifying the City's tax and employment base.
4. The Port and City were partners along with the cities of Des Moines and SeaTac and the Puget Sound Regional Council in the New Economic Strategy Triangle ("NEST") study completed in 2004. The NEST study evaluated the development potential of the NERA and other Port-owned sites surrounding Seattle-Tacoma International Airport ("Sea-Tac Airport").
5. The NEST study followed the City's approval of new Comprehensive Plan policies, development regulations and design guidelines for the NERA in 2003. In 2005, the City adopted a planned action ordinance under the State Environmental Policy Act ("SEPA") to guide redevelopment of the NERA.
6. The Port and the City completed joint preparation of a redevelopment strategy in April, 2010 which provides optimum conceptual design, programming and infrastructure assumptions needed to support long-term redevelopment of the NERA.
7. One of the recommendations of the NERA redevelopment strategy is to direct public investment in infrastructure, such as a regional stormwater facility, that will facilitate private sector investment in the NERA.

EXHIBIT 2 - MOA

8. Building upon the NERA redevelopment strategy, the Port and the City will now jointly prepare a Master Drainage Plan, one element of a regional stormwater management facility for the NERA.

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is acknowledged here, the Port and City agree as follows:

AGREEMENT

I. Purpose.

This MOA is intended to accomplish the following objectives:

- (1) Establish agreement on a process for completing a Master Drainage Plan for NERA;
- (2) Delineate the expected schedule for completing the Master Drainage Plan for NERA and for a Phase 1 Implementation of this plan;
- (3) Define the roles and responsibilities of the parties; and
- (4) Describe the standards and processes governing the relationship between the parties.

II. Strategy.

- (1) **Interests & Objectives.** This project implements a portion of the NERA redevelopment strategy. The 158-acre NERA site is bounded by South 138th Street to the north, 8th Avenue South to the west, and Des Moines Memorial Drive South to the east and south. The Miller Creek corridor bisects the NERA from the northwest (upstream) to the southeast (downstream), (see Exhibit 1). Both parties share the objective of completing a Master Drainage Plan for the entire NERA site and for constructing a first phase of infrastructure improvements to support future redevelopment.
- (2) **Consultant Selection.** The City has selected Otak, Inc. as the "Consultant" that will prepare the Master Drainage Plan, design the Phase 1 Improvements and provide construction support services. The City will be the administrative lead for this project, and will be responsible for the contract with the Consultant. All deliverables and products produced during or as a result of the Consultant's work shall be the property of both the Port and City.
- (3) **Approach; Scope of Work.** This project involves preparation of a Master Drainage Plan for the entire NERA site, including the evaluation of specific stormwater strategies at several locations and identification of Phase 1 improvements. The Phase 1 improvements will provide

EXHIBIT 2 - MOA

flow control and runoff treatment for up to 55 acres in the basin and are anticipated to include the following project elements:

1. Two regional infiltration facilities with a total storage area of 3 acre per feet.
2. Two pre-treatment facilities that will precede the infiltration facilities.
3. Two constructed floodplain wetlands with a footprint of approximately 3.5 acres.
4. Approximately 2,300 feet of a shared use trail and linear park to be constructed in connection with floodplain/wetland enhancements along Miller Creek.

This MOA is intended to address only the Master Drainage Plan element of the attached scope of work, which is described in detail under Task B of Exhibit 2.

- (4) **Budget; Cost Sharing.** Monetary participation by the Port at this time is limited to the Master Drainage Plan element of the scope of work (Task B of Exhibit 2). Monetary participation in future elements of the scope of work will be based on costs established in the Master Drainage Plan and on the benefit provided to the Port. A future MOA or other form of agreement will establish the Port's participation in these additional elements of the larger stormwater management project.

A budget of Three Hundred Sixty-Five Thousand Dollars (\$365,000) has been established to complete the Master Drainage Plan. The Port agrees to contribute up to One Hundred Thirty-One Thousand Four Hundred Dollars (\$131,400) of this budget, which represents thirty-six percent (36%) of the total project budget and reflects the Port's percentage of land ownership within the NERA.

The Port agrees to remit monthly reimbursements to the City within thirty (30) days from the receipt of invoices from the City.

- (5) **Schedule.** The City and Port agree to undertake the steps necessary to complete the Master Drainage Plan within the schedule established in Exhibit 2 to the greatest extent possible. Per a meeting between the City and the Port on November 14, 2012, this schedule has been revised to complete the Master Drainage Plan by May, 2013.

III. Relationship Between The Parties.

- (1) **Good Faith; Representation.** The parties agree to act in good faith when carrying out the terms of this MOA. The parties shall each appoint a representative to facilitate completion of the activities that are subject to this MOA. The representative shall communicate with their principals, develop documents, review consultant work and attend meetings with agencies and interested persons. Those representatives are: Burien Public Works Director and Managing Director, Sea-Tac Airport, or their designees.

EXHIBIT 2 - MOA

- (2) **Dispute Resolution (Mediation then Arbitration).** If any dispute cannot be resolved through discussions between the Managing Director and the Public Works Director, then the parties agree first to attempt to settle the dispute in an amicable manner by mediation. The mediator shall be selected by agreement of the parties. All fees and expenses for mediation shall be borne by the parties equally. Each party shall, however, bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

Should mediation not result in an agreement between the two parties and the Managing Director and the Public Works Director cannot resolve the issue, the parties shall settle the dispute by arbitration administered by the American Arbitration Association Rules and in accordance with the applicable provisions of RCW Title 7. The arbitrator be selected by agreement of the parties. All fees and expenses for arbitration shall be borne by the parties equally; however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

By agreeing to these conflict resolution procedures, the parties do not waive any legal remedies allowed by any court of competent jurisdiction.

IV. Miscellaneous Agreements.

- (1) **Entire Understanding.** This MOA and the exhibits attached to it and incorporated by reference comprise the entire agreement of the parties and supersede any and all prior written or oral agreements.
- (2) **Modification.** This MOA may be amended or modified only by written agreement of the parties.
- (3) **Duration and Termination.** This MOA will remain in effect until the actions required herein are complete, unless otherwise terminated by mutual agreement of the parties. Termination of this MOA shall not result in termination of any other legally binding agreement or action based upon this MOA unless such additional termination is required under the terms of such other agreement or action.
- (4) Notices provided under this MOA shall be sent to the following addresses:

City of Burien
400 SW 152nd St, Suite 300
Burien Washington 98166

Port of Seattle
Post Office Box 68727
Seattle Washington 98168.
Attention: Managing Director, Sea-Tac Airport

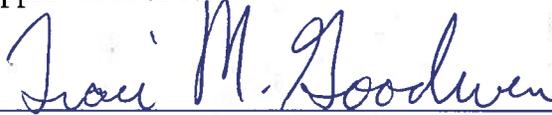
EXHIBIT 2 - MOA

- (5) **Effective date.** This MOA shall become effective upon the approval of and signature by the authorized signatories.

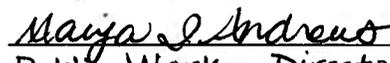
PORT OF SEATTLE, a Washington municipal corporation

By: 
Its: CEO
Date: 1/29/13

Approved as to form:


Port of Seattle Attorney

CITY OF BURIEN, a Washington municipal corporation

By: 
Its: Public Works Director
Date: Jan 31, 2013

Approved as to form:


Burien City Attorney

Exhibits to previously signed MOA are being removed from this packet to conserve paper – but are available upon request.

EXHIBIT 3

NERA STORM WATER FACILITY #3 EASEMENT AGREEMENT

THIS NERA STORM WATER FACILITY #3 EASEMENT AGREEMENT (“Easement”) is entered into as of _____, 2013 (“Effective Date”) by and between the **PORT OF SEATTLE**, a Washington municipal corporation, (“Grantor”) and the **CITY OF BURIEN**, a Washington municipal corporation (“Grantee”).

RECITALS

A. Grantor owns or controls certain real property situated in the City of Burien, King County, Washington, as legally described and depicted on **Exhibit A** attached hereto, incorporated by reference and made a part hereof (the "Premises").

B. Grantee has requested that Grantor grant to Grantee a **non-exclusive permanent easement** over the Premises for the Easement Purpose (as defined below).

C. On _____, 2013, Grantor’s Port of Seattle Commissioners authorized execution of an Interlocal Agreement dated _____, 2013 between the Port and the City of Burien, which among several items, provides for the City’s construction and operation of a twenty-five (25)-foot wide shared use path in tandem with several storm water facilities in the City’s Northeast Redevelopment Area (the “Project”).

D. Grantor has agreed to grant Grantee the requested easement for good and valuable consideration related to the terms and conditions set forth in this Easement Agreement as well as the benefits associated with accomplishment of the Project.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1 Granting of Easement.

1.1 Easement Purpose. The "Easement Purpose" shall include:

- (a) Operation by Grantee, Grantee’s employees, contractors and agents (“Grantee parties”) of storm water drainage facilities that will receive runoff of storm water discharged to NERA Storm Water Facility #3 (“Facility #3”), as identified by the City of Burien in **Exhibit B** (“NERA Stormwater Facility Locations”);
- (b) Activities of Grantee parties related to the construction of Facility #3;
- (c) Maintenance and repair by Grantee parties of the Facility #3; and

- (d) Alteration or reconstruction by Grantee parties of Facility #3 provided that the product of the alteration and reconstruction does not increase Grantor's liability exposure or expand the scope of use of this Easement Agreement.
- (e) Access by Grantee parties, including by foot and by vehicle and any equipment necessary for construction, maintenance, repair, alteration or reconstruction of Facility #3.

1.2 Grant. Grantor does hereby grant unto Grantee a **permanent, non-exclusive easement** ("Easement") over, under, across and through the Premises for the Easement Purpose and for no other purpose not set forth in Section 6, provided that Section 14 shall apply in the event that Grantee abandons operation of Facility #3. This Easement shall only include such rights in the Premises as shall be necessary for the activities contemplated by this Easement. This Easement is subject to all existing encumbrances of record as identified in that preliminary title commitment issued by First American Title dated August 13, 2013 under guarantee number 2137884.

1.3 Responsibilities of Grantee for Premises.

- 1.3.1 Grantee shall be responsible for all maintenance and repair associated with Facility #3 in the Premises.
- 1.3.2 Grantee shall be responsible for maintaining the storm water drainage system, including Facility #3, so as to avoid damage to Port property and migration of Hazardous Substances, if any, from Port property.
- 1.3.3 Grantee shall be responsible for ensuring that activities within the Premises comply with all laws, regulations, orders, covenants and restrictions. Grantee shall regulate to ensure that any activity in the Premises is compatible with not only Airport uses but also the use and safety of the Approach Transition Zone and Runway Protection Zone (as defined in Section 4 below).
- 1.3.4 Grantee shall restrict the height of structures, objects of natural growth and other obstructions on the Premises to a height of not more than 416 feet Datum NAVD 88.
- 1.3.5 Grantee shall ensure the use of the Premises does not interfere with landing or taking off of aircraft at the Seattle Tacoma International Airport (the "Airport"), or otherwise constitute an "airport hazard." Any uses that create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport shall be deemed an airport hazard.

- 1.4 Term of Easement. The term of the Easement shall be perpetual, unless sooner abandoned under provisions of this Easement.
- 1.5 Storm Water Facility Description. Facility #3 is a water quality treatment and infiltration facility. Once constructed, it will be located on **King County Parcel Number 172304-9058**. It will collect, treat, and manage storm water runoff from the surrounding area, designed to fully infiltrate up through the 50-year storm event. It will be situated entirely below ground, and is designed to prevent any ponding of water on the surface.
- 1.6 Grantee's Representations and Warranties. Grantee represents, warrants and agrees that in the exercise of its easement rights, Grantee will not in any manner interfere with or interrupt the use or operation of the Airport or Airport facilities and that Grantee's easement rights will be subordinated to Airport use and development.

Section 2 Indemnification.

- 2.1 At Grantee's sole expense, Grantee shall indemnify, hold harmless, and defend Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from Grantee's intentional misconduct, negligence, or breach of the representations or warranties contained herein or default in the performance of Grantee's responsibilities under the provisions of this Easement. As used in this Section 2.1, the term "Grantee" shall include employees, agents, contractors, and persons entering the Premises under the express or implied invitation of Grantee.
- 2.2 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against Grantor by any entity, relating to any matter covered by this Easement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 3 Environmental Liability Allocation and Potential Costs of Handling Hazardous Substances associated with the Project.

- 3.1 Definition of Hazardous Substances. "Hazardous Substance" shall mean and refer to any hazardous or toxic substance, material or waste, including, but not limited to, (i) those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101), (ii) those substances, materials, and wastes listed by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto), (iii) those substances, materials and wastes listed by the Washington State Department of Ecology as hazardous substances (Washington Administrative Code 173-303 and 173-340), (iv) petroleum products and their derivatives, and (v) such other substances, materials and

wastes as are or become regulated or subject to authority by any jurisdiction under any environmental laws.

3.2 Indemnity for Pre-Existing Hazardous Substances.

3.2.1 Grantee shall have no obligation to indemnify or defend Grantor, Grantor's agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances, if any, in, under, or on property owned by Grantor.

3.2.2 Grantee shall indemnify or defend Grantor, Grantor's agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the migration of Hazardous Substances regardless of whether they are pre-existing or released by Grantee, if the activities of Grantee, Grantee's agents, officers, employees, invitees, or members of the public in the Premises cause such migration.

3.2.3 Grantee shall indemnify or defend Grantor, Grantor's agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the actions or omissions of Grantee, or Grantee's breach of its obligations in this Easement, that exacerbate contamination or increase the level of any pre-existing Hazardous Substances to actionable levels.

3.3 Waiver and Release. Grantee waives and releases Grantor from any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances, if any, in, under, or on property owned by Grantor or any other condition of the Premises.

3.4 Materials Management During Construction. Grantee shall be responsible for conducting and paying for all testing, profiling and proper disposal of any materials generated during construction of the Project, including stormwater, construction debris, contaminated soils, or any other materials, that Grantee determines must be removed from the Easement area and the construction site. Grantee shall provide Grantor with copies of all disposal records documenting the management of such materials.

Section 4 Legal Compliance.

4.1 Compliance. Grantee shall observe and comply with any and all laws, including Environmental Laws (as defined below), statutes, regulations, ordinances, orders, covenants, restrictions, and or decisions of any court of competent jurisdiction relating to the use of the Premises. Without waiving Grantor's right to enforce the generality of the foregoing, Grantee shall strictly comply with Federal Aviation Administration ("FAA") regulations related to ensuring that any activity in the Premises is compatible

with not only Airport uses but also the use and safety of the Approach Transition Zone and Runway Protection Zone as defined in FAA regulations.

- 4.2 Definition. "Environmental Laws" shall mean and include any and all local, state or federal laws, rules, orders or regulations in effect during the term of this Easement Agreement, or any part of the term hereof, pertaining to environmental regulation, or the use, processing, storage, housing, disposal, generation or transportation of Hazardous Substances, as defined above. Environmental Laws include, but are not limited to, the following federal statutes, amendments thereto, and any enactments by state or local jurisdictions which address similar subjects: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation Recovery Act, the Hazardous and Solid Waste Amendments 1984, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Water Pollution Control Act, the Federal Clean Air Act, the Federal Clean Water Act, the National Environmental Policy Act, the Hazardous Materials Transportation Act, spill prevention and control legislation, and any regulations promulgated with respect to any such statutes.

Section 5 Insurance. Grantee shall provide the following insurance coverage which it shall obtain from commercial insurance carriers and this coverage shall be maintained throughout the term of the Easement.

5.1 Required Coverage.

5.1.1 Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or an equivalent policy form) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Grantee's insurance shall be primary and non-contributory with respect to any insurance the Port carries and apply separately to each insured. The Port shall be named as an additional insured on this policy.

5.1.2 Automobile Liability Insurance on a combined single limit basis for bodily injury and property damage using with a limit of not less than \$1,000,000 per occurrence.

5.1.3 Pollution liability coverage with the Port named as an additional insured on the policy, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy coverage shall extend to all sudden and accidental incidents, claims, damages, and losses, including defense costs that are caused by pollution incidents that arise from the operations of the Grantee.

- 5.2 Insurance Certificates. Grantee shall submit to the Port a Certificate of Insurance which shows that it has obtained the required coverage(s) and a copy of the additional insured endorsement for the commercial general liability insurance policy and the pollution liability policy. The stated insurance limits shall not be construed as to

relieve the Grantee from liability in excess of the limits. All deductibles or self-insurance retentions are the responsibility of Grantee.

- 5.3 Self Insurance. Grantee shall have the option of providing a program of self-insurance in lieu of commercial insurance. “Self-Insurance” shall mean that Grantee is acting as though it were the insurance company providing the required insurance. Grantee will have to provide evidence to the Port that Grantee’s self-insurance program demonstrates a financial worth of sufficient capacity to finance claims, losses, and defense obligations that would otherwise be covered by the commercial insurance specified above. If the Port does not accept in whole or in part, Grantee’s self-insurance program, Grantee shall provide commercial insurance as required by this Section.

Section 6. Grantor’s Use of the Premises; Limitations.

- 6.1 Grantor’s Use. Grantor, its successors and assigns, may use the Premises above Facility #3 for parking, open space, landscaping or other non-structural use for as long as it does not interfere with the Easement Purpose as described in Section 1.1 and as long as it is not inconsistent with the rights herein granted and is subject to the conditions of this Agreement.

6.2 Limitations on Use.

6.2.1 Grantor is specifically prohibited from erecting buildings or permanent structures over, under, or across the Premises.

6.2.2 Grantor is specifically prohibited from planting large trees above Facility #3.

6.2.3 Grantor is specifically prohibited from allowing any utilities in, on, under or above the Premises.

6.2.4 Grantor is specifically prohibited from allowing additional impoundment of water above Facility #3.

6.2.5 Grantor is specifically prohibited from storing any hazardous waste above Facility #3.

6.2.6 Maintenance access for Grantee parties must be preserved to all portions of the Facility #3 exposed to the surface, including, but not limited to, the pretreatment facility, catch basins, inspection ports, and the emergency overflow, all of which shall be located within the permanent easement.

6.2.7 In the event of damage to Facility #3, some chambers may need to be excavated and removed/replaced. This may require temporarily closing a portion of the surface area.

6.2.8 Grantor shall not allow any development that involves re-grade of the Premises that is inconsistent with maintaining a minimum of two (2) feet and maximum of seven (7) feet of cover for Facility #3. In the event of a re-grade the Premises, Grantor shall ensure that the function of Facility #3, including access points, cleanout locations, and inspection ports are preserved.

6.3 Grantor's reservation of rights.

6.3.1 Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public the right of flight for the passage of aircraft in and through the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from, or operating on the Airport.

This reservation of right is for the free and unobstructed use and passage of all types of aircraft in and through the airspace over or in the vicinity of the Premises, with such use and passage to be unlimited as to frequency, type of aircraft, and proximity. Grantee further waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, and shall include, but is not limited to, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting persons or property through the air.

6.3.2 Grantor reserves unto itself, its successors and assigns, the continuing right to prevent the erection or growth upon the Premise of any building, structure, tree, or other object that extends into the airspace above said Premises. The Grantor reserves a right of ingress to, egress from and passage over the Premises to remove the offending structure or object, and to cut the offending growth, all at the expense of the Grantee, in the event the aforesaid covenant is breached.

6.3.3 Grantor reserves the right to cause in all airspace above or in the vicinity of the surface of the Premises such noise, vibrations, fume, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communications and any and all other effects that may be alleged to be incidental to or caused by the operation of aircraft over or in the vicinity of the Premises or in landing at or taking off from or operating at or on the Airport.

6.3.4 Grantor reserves the right, with five (5) calendar days advance notice to Grantee, to inspect NERA Storm Water Facility #3.

- 6.3.5 Grantor reserve the right to require modifications to NERA Storm Water Facility #3 in the event that the facility does not perform in compliance with FAA regulations and in accordance with the objectives for design as well as criteria for operations specified in the Master Drainage Plan.
- 6.3.6 Grantor reserves the right to require changes to maintenance practices to NERA Storm Water Facility #3 in the event that the facility does not perform in compliance with FAA regulations and in accordance with the objectives for design as well as criteria for operations specified in the Master Drainage Plan.
- 6.4 Grantee's waiver and release relating to Grantor's reservation of rights. Grantee does hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantor, its successor and assigns, due to such noise vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on the Airport.

Section 7. Construction Standard of Care. Grantee shall secure all necessary permits and authorizations necessary to construct and operate facilities. Grantee shall perform all construction activities associated with its completion of the Project in compliance with all federal, state, and local laws, including Environmental Laws and with the terms of this Easement Agreement. Grantee shall exercise reasonable care in the performance of all its activities and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 8. Ownership of Project Improvements. Unless otherwise provided in this Agreement or in other approvals or agreements, Grantee shall own the Project improvements made within the Easement area, including, without limitation, improvements constructed by either party at the cost and expense of Grantee. Nothing in this Agreement, however, shall be construed as granting to Grantee any interest or right in the Easement or the improvements within the Easement other than the rights expressly provided herein.

Section 9. Operations. Grantee shall operate, maintain, and repair the Project located within the Easement in compliance with all federal, state, and local laws and in a manner consistent with industry standards. Grantee shall exercise reasonable care in the performance of all its activities within the Easement and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 10. Liens and Encumbrances. Grantee shall, at its sole cost, keep the Easement free and clear of any liens or other encumbrances arising out of Grantee's activities under this Easement.

Section 11. Transfer of Interests. Grantee shall not assign or transfer this Easement, or any interest therein to any entity other than a successor agency that would operate and maintain the Project, without the express written consent of Grantor. Such consent shall not be unreasonably withheld.

Section 12. Binding Effect. This Easement shall inure to the benefit of Grantee, its successors and/or assigns and shall be binding upon the Easement and Grantor, and their respective heirs, successors and/or assigns.

Section 13. Authority to Execute Easement. Grantor covenants that Grantor is the lawful owner of the Premises and has a good and lawful right to execute this Easement.

Section 14. Termination and Reversion Upon Abandonment. Either party may terminate this Easement upon thirty (30) days written notice to the other in the event that Grantee or its successor agency permanently ceases operation or maintenance of the Premises in accordance with Grantee's responsibilities in Section 1.3, or in the event that Grantee or its successor agency does not construct some portion of the Project within the Easement area. In the event that the Easement terminates, all of the Grantee's rights to the Easement shall cease and all rights hereunder shall revert to Grantor, except that the continuing obligations contained in Section 3 shall survive termination.

Section 15. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantee:

City of Burien
400 SW 152nd Street, Suite 300
Burien, WA 98166
Attention: _____
Copy to: _____

If to Grantor:

Port of Seattle
P.O. Box 1209
Seattle, WA 98111
Attention: _____
Copy to: General Counsel

Section 16. Nondiscrimination.

- 16.1 Grantee, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this easement, for a purpose for which a United States Department of Transportation/Federal Aviation Administration program or activity is extended or for another purpose involving the provision of similar services or benefits, Grantee shall maintain and operate such facilities and services in compliance with all requirements imposed by the “Acts and Regulations” (as may be amended) such that no person on the grounds of race, color or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination I the use of said facilities. The “Acts and Regulations” referenced in this Section mean Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the secretary, part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations and Acts may be amended.
- 16.2 Grantee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (ii) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (iii) Grantee shall use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- 16.3 Grantee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Grantee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates Grantee or any transferee for the longer of the following periods: (i) the period during which the property is used for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Port or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.
- 16.4 Grantee will, at the timely request of the Port, (a) provide access to records, facilities and staff as necessary to comply with DOT/FAA compliance reviews and/or complaint

investigations conducted by the DOT/FAA; and (b) provide information needed for preparation of necessary reports or to meet evaluation requirements of the DOT/FAA.

Section 17 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit C ("**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located.

Section 18 Miscellaneous.

18.1 Washington Law. All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive laws of the State of Washington without regard to conflicts of law provisions.

18.2 Venue. To the fullest extent permitted by law, any dispute arising under or in connection with this Easement Agreement or related to any subject matter which is the subject of this Easement Agreement shall be subject to the sole and exclusive jurisdiction of King County Superior Court. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive. Each party hereto hereby irrevocably consents to the jurisdiction of King County Superior Court in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court and that any such dispute which is brought in such court has been brought in an inconvenient forum.

18.3 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

18.4 Severability. If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

18.5 Entire Understanding. This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein; provided, however, nothing herein is intended to terminate any surviving obligation of Grantor or Grantee of their respective

obligations to defend or hold each other harmless in any prior written agreement between the parties involving the Premises.

18.6 Time is of the Essence. Time is of the essence for the performance of this Easement Agreement.

[Signature page follows]

Witness the execution of this Easement Agreement as of the date first set forth above.

Grantor:

Port of Seattle, a Washington municipal corporation

By: _____

Name:

Title:

Grantee:

City of Burien, a Washington municipal corporation

By: _____

Name:

Title:

[Acknowledgment page follows]

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name) _____

Residing at _____

My appointment expires: _____

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated:

Signature:

Notary Public in and for the State of Washington

Notary (print name)

Residing at

My appointment expires:

EXHIBIT A

NERA STORMWATER FACILITY #3 EASEMENT LEGAL DESCRIPTION

Parcel No. 172304-9058

That portion of the above named parcel of land described as follows:

Beginning at a point on the north line of the south half of the Southeast Quarter of the Southeast Quarter of Section 17, Township 23 North, Range 4 East, W.M., in King County, Washington, distant 300 feet west of the intersection of said north line with the westerly line of Des Moines Way;

thence N.88°18'27"W. along said north line, 59.18 feet to the TRUE POINT OF BEGINNING;

thence S. 01°41'33"W., 150.00 feet;

thence parallel with said north line N.88°18'27"W., 151.00 feet;

thence N. 01°41'33"E., 130.00 feet;

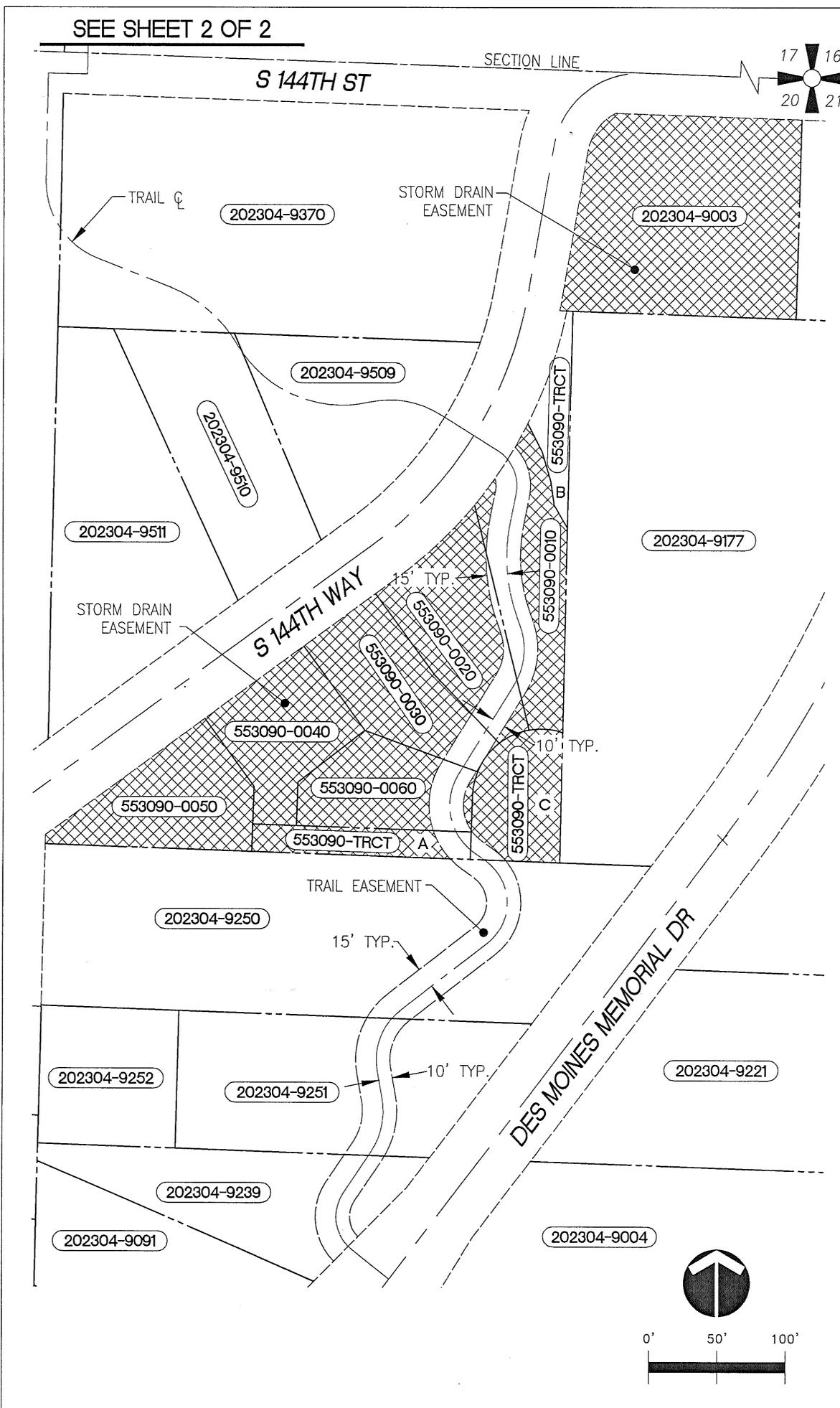
thence parallel to said north line N.88°18'27"W., 84.32 feet;

thence along a concave non-tangent 80.00 foot radius curve left whose radius bears N.43°01'23"W., through a central angle of 17°51'29" a distance of 24.93 feet, more or less, to the north line of said parcel;

thence along said north line 220.60 feet the TRUE POINT OF BEGINNING.

Containing 24,173 square feet, more or less.

EXHIBIT A (CONT'D)



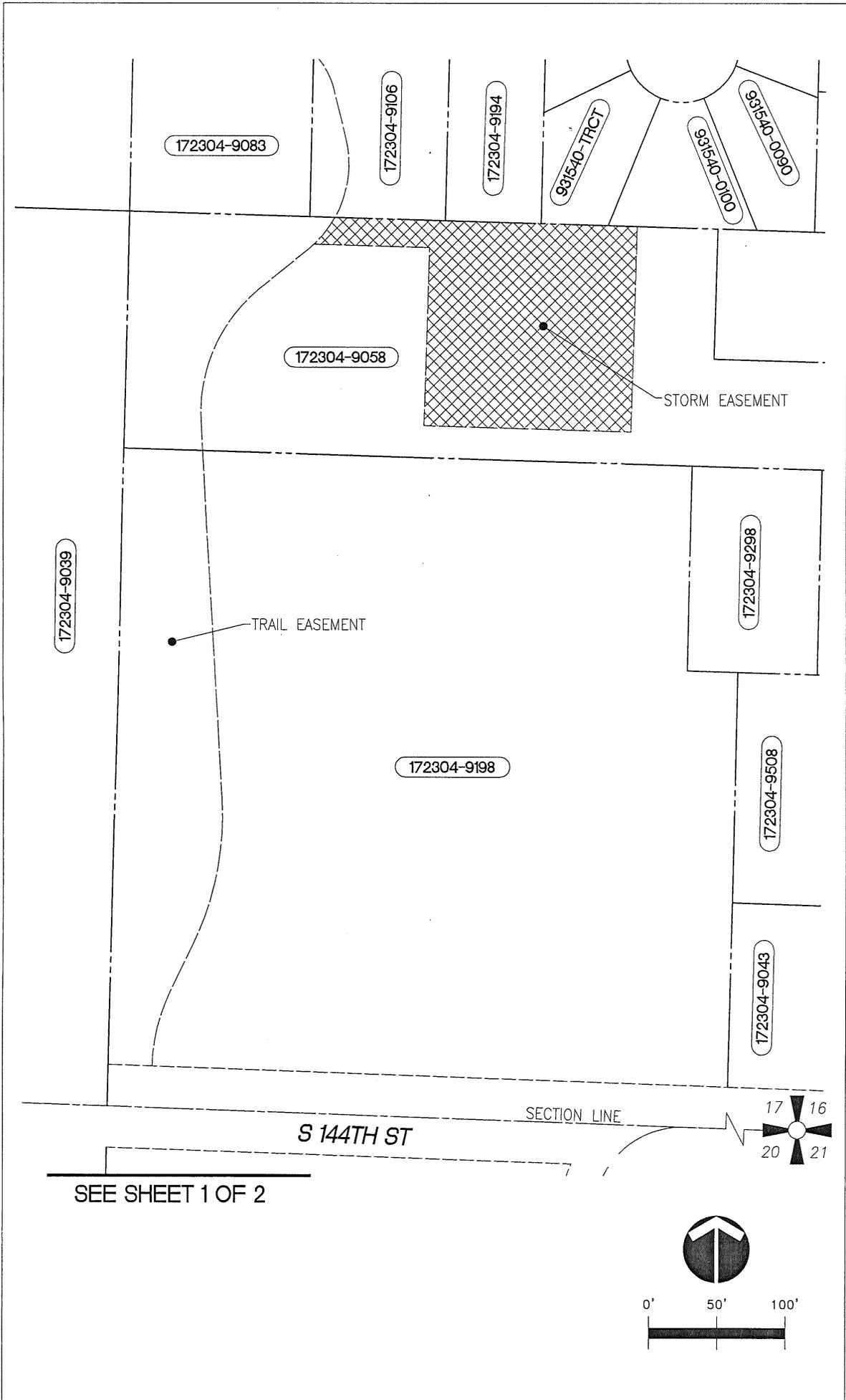
WCL
 Designed GSO
 Drawn
 Checked By _____ Date _____

BURIEN NERA
 PORT OF SEATTLE PROPERTIES
 A PORTION OF S. 20, TWP. 23 N.,
 R. 4 E., W.M.

otak Incorporated
 10230 NE Points Drive
 Suite 400
 Kirkland, Washington 98033
 Phone: (425) 822-4446
 FAX: (425) 827-9577

31235B
 Project No.
 File No. 1 OF 2
 Sheet No.

EXHIBIT A (CONT'D)



SEE SHEET 1 OF 2

WCL
 Designed _____
 GSO
 Drawn _____
 Checked By _____ Date _____

BURIEN NERA
 PORT OF SEATTLE PROPERTIES
 A PORTION OF S. 17, TWP. 23 N.,
 R. 4 E., W.M.

otak
 10230 NE Points Drive
 Suite 400
 Kirkland, Washington 98033
 Phone: (425) 822-4446
 FAX: (425) 827-9577

31235B
 Project No. _____
 File No. _____
 2 OF 2
 Sheet No. _____

Exhibit C to the Easement has been removed from the packet to conserve paper – but is available upon request. It consists of an abbreviated form of the easement and the same legal descriptions as provided in Exhibit A to the Easement.

EXHIBIT 4

NERA STORM WATER FACILITY #4 EASEMENT AGREEMENT

THIS NERA STORM WATER FACILITY #4 EASEMENT AGREEMENT (“Easement”) is entered into as of _____, 2013 (“Effective Date”) by and between the **PORT OF SEATTLE**, a Washington municipal corporation, (“Grantor”) and the **CITY OF BURIEN**, a Washington municipal corporation (“Grantee”).

RECITALS

A. Grantor owns or controls certain real property situated in the City of Burien, King County, Washington, as legally described and depicted on **Exhibit A** attached hereto, incorporated by reference and made a part hereof (the "Premises").

B. Grantee has requested that Grantor grant to Grantee a **non-exclusive permanent easement** over the Premises for the Easement Purpose (as defined below).

C. On _____, 2013, Grantor’s Port of Seattle Commissioners authorized execution of an Interlocal Agreement dated _____, 2013 between the Port and the City of Burien, which among several items, provides for the City’s construction and operation of a twenty-five (25)-foot wide shared use path in tandem with several storm water facilities in the City’s Northeast Redevelopment Area (the “Project”).

D. Grantor has agreed to grant Grantee the requested easement for good and valuable consideration related to the terms and conditions set forth in this Easement Agreement as well as the benefits associated with accomplishment of the Project.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1 Granting of Easement.

1.1 Easement Purpose. The "Easement Purpose" shall include:

- (a) Operation by Grantee, Grantee’s employees, contractors and agents (“Grantee parties”) of a storm water drainage facility as identified on **Exhibit B** (“**NERA Stormwater Facility Locations**”);
- (b) Activities of Grantee parties related to the construction of Facility #4;
- (c) Maintenance and repair by Grantee parties of the Facility #4; and

(d) Alteration or reconstruction by Grantee parties of Facility #4 provided that the product of the alteration and reconstruction does not increase Grantor's liability exposure or expand the scope of use of this Easement Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a **permanent, non-exclusive easement** ("Easement") over, under, across and through the Premises for the Easement Purpose and for no other purpose provided that Section 14 shall apply in the event that Grantee abandons operation of Facility #4. This Easement shall only include such rights in the Premises as shall be necessary for the activities contemplated by this Easement. This Easement is subject to all existing encumbrances of record as identified in that preliminary title commitment issued by First American Title dated August 13, 2013 under guarantee number 2144872.

1.3 Responsibilities of Grantee for Premises.

1.3.1 Grantee shall be responsible for all maintenance and repair associated with Facility #4 in the Premises.

1.3.2 Grantee shall be responsible for maintaining the storm water drainage system, including Facility #4, so as to avoid damage to Port property and migration of Hazardous Substances, if any, from Port property.

1.3.3 Grantee shall be responsible for ensuring that activities within the Premises comply with all laws, regulations, orders, covenants and restrictions. Grantee shall regulate to ensure that any activity in the Premises is compatible with not only Airport uses but also the use and safety of the Approach Transition Zone and Runway Protection Zone (as defined in Section 4 below).

1.3.4 Grantee shall restrict the height of structures, objects of natural growth and other obstructions on the Premises to an elevation of not more than 416 feet Datum NAVD 88.

1.3.5 Grantee shall ensure the use of the Premises does not interfere with landing or taking off of aircraft at the Seattle Tacoma International Airport (the "Airport"), or otherwise constitute an "airport hazard." Any uses that create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport shall be deemed an airport hazard.

1.4 Term of Easement. The term of the Easement shall be perpetual, unless sooner abandoned under provisions of this Easement.

- 1.5 Storm Water Facility Description. Facility #4 is a water quality treatment and infiltration facility. Once constructed, it will be located on **King County Parcel Number 202304-9003**. It will collect, treat, and manage storm water runoff from the surrounding area, designed to fully infiltrate up through the 50-year storm event. It will be situated entirely below ground, and is designed to prevent any ponding of water on the surface.
- 1.6 Grantee's Representations and Warranties. Grantee represents, warrants and agrees that in the exercise of its easement rights, Grantee will not in any manner interfere with or interrupt the use or operation of the Airport or Airport facilities and that Grantee's easement rights will be subordinated to Airport use and development.

Section 2 Indemnification.

- 2.1 At Grantee's sole expense, Grantee shall indemnify, hold harmless, and defend Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from Grantee's intentional misconduct, negligence, or breach of the representations or warranties contained herein or default in the performance of Grantee's responsibilities under the provisions of this Easement. As used in this Section 2.1, the term "Grantee" shall include employees, agents, contractors, and persons entering the Premises under the express or implied invitation of Grantee.
- 2.2 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against Grantor by any entity, relating to any matter covered by this Easement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 3 Environmental Liability Allocation and Potential Costs of Handling Hazardous Substances associated with the Project.

- 3.1 Definition of Hazardous Substances. "Hazardous Substance" shall mean and refer to any hazardous or toxic substance, material or waste, including, but not limited to, (i) those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101), (ii) those substances, materials, and wastes listed by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto), (iii) those substances, materials and wastes listed by the Washington State Department of Ecology as hazardous substances (Washington Administrative Code 173-303 and 173-340), (iv) petroleum products and their derivatives, and (v) such other substances, materials and wastes as are or become regulated or subject to authority by any jurisdiction under any environmental laws.

3.2 Indemnity for Pre-Existing Hazardous Substances.

3.2.1 Grantee shall have no obligation to indemnify or defend Grantor, Grantor's agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances, if any, in, under, or on property owned by Grantor.

3.2.2 Grantee shall indemnify or defend Grantor, Grantor's agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the migration of Hazardous Substances regardless of whether they are pre-existing or released by Grantee, if the activities of Grantee, Grantee's agents, officers, employees, invitees, or members of the public in the Premises cause such migration.

3.2.3 Grantee shall indemnify or defend Grantor, Grantor's agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the actions or omissions of Grantee, or Grantee's breach of its obligations in this Easement, that exacerbate contamination or increase the level of any pre-existing Hazardous Substances to actionable levels.

3.3 Waiver and Release. Grantee waives and releases Grantor from any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances, if any, in, under, or on property owned by Grantor or any other condition of the Premises.

3.4 Materials Management During Construction. Grantee shall be responsible for conducting and paying for all testing, profiling and proper disposal of any materials generated during construction of the Project, including storm water, construction debris, contaminated soils, or any other materials, that Grantee determines must be removed from the Easement area and the construction site. Grantee shall provide Grantor with copies of all disposal records documenting the management of such materials.

Section 4 Legal Compliance.

4.1 Compliance. Grantee shall observe and comply with any and all laws, including Environmental Laws (as defined below), statutes, regulations, ordinances, orders, covenants, restrictions, and or decisions of any court of competent jurisdiction relating to the use of the Premises. Without waiving Grantor's right to enforce the generality of the foregoing, Grantee shall strictly comply with Federal Aviation Administration ("FAA") regulations related to ensuring that any activity in the Premises is compatible with not only Airport uses but also the use and safety of the Approach Transition Zone and Runway Protection Zone as defined in FAA regulations.

4.2 Definition. "Environmental Laws" shall mean and include any and all local, state or federal laws, rules, orders or regulations in effect during the term of this Easement Agreement, or any part of the term hereof, pertaining to environmental regulation, or the use, processing, storage, housing, disposal, generation or transportation of Hazardous Substances, as defined above. Environmental Laws include, but are not limited to, the following federal statutes, amendments thereto, and any enactments by state or local jurisdictions which address similar subjects: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation Recovery Act, the Hazardous and Solid Waste Amendments 1984, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Water Pollution Control Act, the Federal Clean Air Act, the Federal Clean Water Act, the National Environmental Policy Act, the Hazardous Materials Transportation Act, spill prevention and control legislation, and any regulations promulgated with respect to any such statutes.

Section 5 Insurance. Grantee shall provide the following insurance coverage which it shall obtain from commercial insurance carriers and this coverage shall be maintained throughout the term of the Easement.

5.1 Required Coverage.

5.1.1 Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or an equivalent policy form) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Grantee's insurance shall be primary and non-contributory with respect to any insurance the Port carries and apply separately to each insured. The Port shall be named as an additional insured on this policy.

5.1.2 Automobile Liability Insurance on a combined single limit basis for bodily injury and property damage using with a limit of not less than \$1,000,000 per occurrence.

5.1.3 Pollution liability coverage with the Port named as an additional insured on the policy, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy coverage shall extend to all sudden and accidental incidents, claims, damages, and losses, including defense costs that are caused by pollution incidents that arise from the operations of the Grantee.

5.2 Insurance Certificates. Grantee shall submit to the Port a Certificate of Insurance which shows that it has obtained the required coverage(s) and a copy of the additional insured endorsement for the commercial general liability insurance policy and the pollution liability policy. The stated insurance limits shall not be construed as to relieve the Grantee from liability in excess of the limits. All deductibles or self-insurance retentions are the responsibility of Grantee.

5.3 Self Insurance. Grantee shall have the option of providing a program of self-insurance in lieu of commercial insurance. “Self-Insurance” shall mean that Grantee is acting as though it were the insurance company providing the required insurance. Grantee will have to provide evidence to the Port that Grantee’s self-insurance program demonstrates a financial worth of sufficient capacity to finance claims, losses, and defense obligations that would otherwise be covered by the commercial insurance specified above. If the Port does not accept in whole or in part, Grantee’s self-insurance program, Grantee shall provide commercial insurance as required by this Section.

Section 6. Grantor’s Use of the Premises; Limitations.

6.1 Grantor’s Use. Grantor, its successors and assigns, may use the Premises above Facility #4 for parking, open space, landscaping or other non-structural use for as long as it does not interfere with the Easement Purpose as described in Section 1.1 and as long as it is not inconsistent with the rights herein granted and is subject to the conditions of this Agreement.

6.2 Limitations on Use.

6.2.1 Grantor is specifically prohibited from erecting buildings or permanent structures over, under, or across the Premises.

6.2.2 Grantor is specifically prohibited from planting large trees above Facility #4.

6.2.3 Grantor is specifically prohibited from allowing any utilities in, on, under or above the Premises.

6.2.4 Grantor is specifically prohibited from allowing additional impoundment of water above Facility #4.

6.2.5 Grantor is specifically prohibited from storing any hazardous waste above Facility #4.

6.2.6 Maintenance access for Grantee parties must be preserved to all portions of Facility #4 exposed to the surface, including, but not limited to, the pretreatment facility, catch basins, inspection ports, and the emergency overflow, all of which shall be located within the permanent easement.

6.2.7 In the event of damage to Facility #4, some chambers may need to be excavated and removed/replaced. This may require temporarily closing a portion of the surface area.

6.2.8 Grantor shall not allow any development that involves re-grade of the Premises that is inconsistent with maintaining a minimum of two (2) feet and maximum of seven (7) feet of cover for Facility #4. In the event of a re-grade the

Premises, Grantor shall ensure that the function of Facility #4, including access points, cleanout locations, and inspection ports are preserved.

6.3 Grantor's reservation of rights.

6.3.1 Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public the right of flight for the passage of aircraft in and through the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from, or operating on the Airport.

This reservation of right is for the free and unobstructed use and passage of all types of aircraft in and through the airspace over or in the vicinity of the Premises, with such use and passage to be unlimited as to frequency, type of aircraft, and proximity. Grantee further waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, and shall include, but is not limited to, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting persons or property through the air.

6.3.2 Grantor reserves unto itself, its successors and assigns, the continuing right to prevent the erection or growth upon the Premise of any building, structure, tree, or other object that extends into the airspace above said Premises. The Grantor reserves a right of ingress to, egress from and passage over the Premises to remove the offending structure or object, and to cut the offending growth, all at the expense of the Grantee, in the event the aforesaid covenant is breached.

6.3.3 Grantor reserves the right to cause in all airspace above or in the vicinity of the surface of the Premises such noise, vibrations, fume, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communications and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of the Premises or in landing at or taking off from or operating at or on the Airport.

6.3.4 Grantor reserves the right, with five (5) calendar days' advance notice to Grantee, to inspect NERA Storm Water Facility #4.

6.3.5 Grantor reserve the right to require modifications to NERA Storm Water Facility #4 in the event that the facility does not perform in compliance with FAA

regulations and in accordance with the objectives for design as well as criteria for operations specified in the Master Drainage Plan.

6.3.6 Grantor reserves the right to require changes to maintenance practices to NERA Storm Water Facility #4 in the event that the facility does not perform in compliance with FAA regulations and in accordance with the objectives for design as well as criteria for operations specified in the Master Drainage Plan.

6.4 Grantee's waiver and release relating to Grantor's reservation of rights. Grantee does hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantor, its successor and assigns, due to such noise vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on the Airport.

Section 7. Construction Standard of Care. Grantee shall secure all necessary permits and authorizations necessary to construct and operate facilities. Grantee shall perform all construction activities associated with its completion of the Project in compliance with all federal, state, and local laws, including Environmental Laws and with the terms of this Easement Agreement. Grantee shall exercise reasonable care in the performance of all its activities and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 8. Ownership of Project Improvements. Unless otherwise provided in this Agreement or in other approvals or agreements, Grantee shall own the Project improvements made within the Easement area, including, without limitation, improvements constructed by either party at the cost and expense of Grantee. Nothing in this Agreement, however, shall be construed as granting to Grantee any interest or right in the Easement or the improvements within the Easement other than the rights expressly provided herein.

Section 9. Operations. Grantee shall operate, maintain, and repair the Project located within the Easement in compliance with all federal, state, and local laws and in a manner consistent with industry standards. Grantee shall exercise reasonable care in the performance of all its activities within the Easement and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 10. Liens and Encumbrances. Grantee shall, at its sole cost, keep the Easement free and clear of any liens or other encumbrances arising out of Grantee's activities under this Easement.

Section 11. Transfer of Interests. Grantee shall not assign or transfer this Easement, or any interest therein to any entity other than a successor agency that would operate and maintain the Project, without the express written consent of Grantor. Such consent shall not be unreasonably withheld.

Section 12. Binding Effect. This Easement shall inure to the benefit of Grantee, its successors and/or assigns and shall be binding upon the Easement and Grantor, and their respective heirs, successors and/or assigns.

Section 13. Authority to Execute Easement. Grantor covenants that Grantor is the lawful owner of the Premises and has a good and lawful right to execute this Easement.

Section 14. Termination and Reversion Upon Abandonment. Either party may terminate this Easement upon thirty (30) days written notice to the other in the event that Grantee or its successor agency permanently ceases operation or maintenance of the Premises in accordance with Grantee's responsibilities in Section 1.3, or in the event that Grantee or its successor agency does not construct some portion of the Project within the Easement area. In the event that the Easement terminates, all of the Grantee's rights to the Easement shall cease and all rights hereunder shall revert to Grantor, except that the continuing obligations contained in Section 3 shall survive termination.

Section 15. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantee:

City of Burien
400 SW 152nd Street, Suite 300
Burien, WA 98166
Attention: _____
Copy to: _____

If to Grantor:

Port of Seattle
P.O. Box 1209
Seattle, WA 98111
Attention: _____
Copy to: General Counsel

Section 16. Nondiscrimination.

- 16.1 Grantee, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this easement, for a purpose for which a United States Department of Transportation/Federal Aviation Administration program or activity is extended or for another purpose involving the provision of similar services or benefits, Grantee shall maintain and operate such facilities and services in compliance with all requirements imposed by the “Acts and Regulations” (as may be amended) such that no person on the grounds of race, color or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination I the use of said facilities. The “Acts and Regulations” referenced in this Section mean Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the secretary, part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations and Acts may be amended.
- 16.2 Grantee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (ii) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (iii) Grantee shall use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- 16.3 Grantee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Grantee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates Grantee or any transferee for the longer of the following periods: (i) the period during which the property is used for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Port or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

16.4 Grantee will, at the timely request of the Port, (a) provide access to records, facilities and staff as necessary to comply with DOT/FAA compliance reviews and/or complaint investigations conducted by the DOT/FAA; and (b) provide information needed for preparation of necessary reports or to meet evaluation requirements of the DOT/FAA.

16.5 Grantee hereby assures that it will include the above clauses in any subcontract(s) approved by the Port and cause subcontractor(s) to similarly include clauses in further subcontracts.

Section 17 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit C** ("**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located.

Section 18 Miscellaneous.

18.1 Washington Law. All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive laws of the State of Washington without regard to conflicts of law provisions.

18.2 Venue. To the fullest extent permitted by law, any dispute arising under or in connection with this Easement Agreement or related to any subject matter which is the subject of this Easement Agreement shall be subject to the sole and exclusive jurisdiction of King County Superior Court. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive. Each party hereto hereby irrevocably consents to the jurisdiction of King County Superior Court in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court and that any such dispute which is brought in such court has been brought in an inconvenient forum.

18.3 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

18.4 Severability. If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement

Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

- 18.5 Entire Understanding. This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein; provided, however, nothing herein is intended to terminate any surviving obligation of Grantor or Grantee of their respective obligations to defend or hold each other harmless in any prior written agreement between the parties involving the Premises.
- 18.6 Time is of the Essence. Time is of the essence for the performance of this Easement Agreement.

[Signature page follows]

Witness the execution of this Easement Agreement as of the date first set forth above.

Grantor:

Port of Seattle, a Washington municipal corporation

By: _____

Name:

Title:

Grantee:

City of Burien, a Washington municipal corporation

By: _____

Name:

Title:

[Acknowledgment page follows]

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name) _____

Residing at _____

My appointment expires: _____

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name) _____

Residing at _____

My appointment expires: _____

EXHIBIT A

NERA STORMWATER FACILITY #4 EASEMENT LEGAL DESCRIPTION

Parcel No. 202304-9003

All of "Parcel B" of deed from Filomena Perry to the Port of Seattle recorded at AF No. 20071005001063, records of King County, Washington, described as follows:

The south 145 feet of the north 175 feet of the Northeast Quarter of the Northeast Quarter of Section 20, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington;

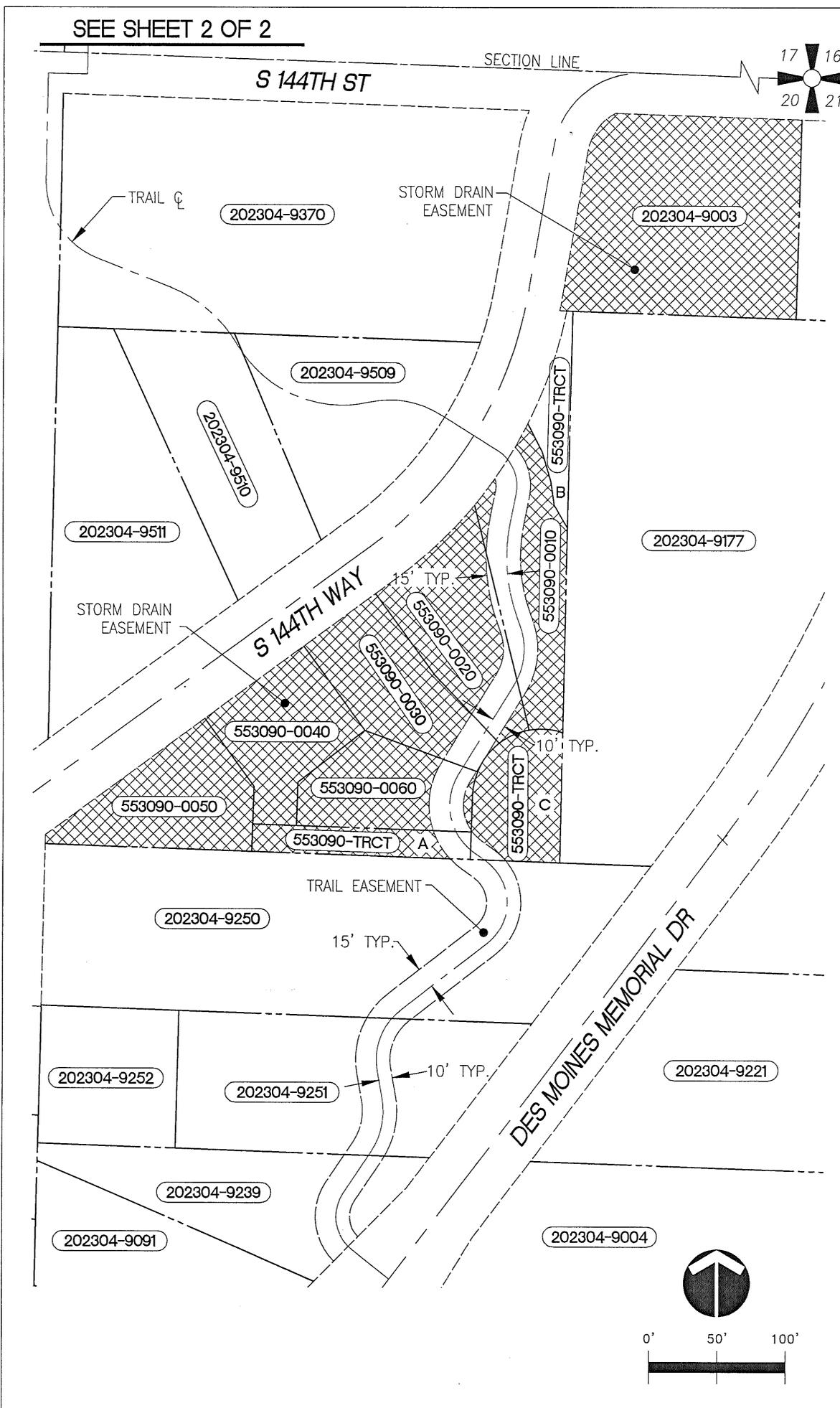
Except the east 766 feet thereof;

Except the west 375 feet thereof;

And except that portion thereof within South 144th Way.

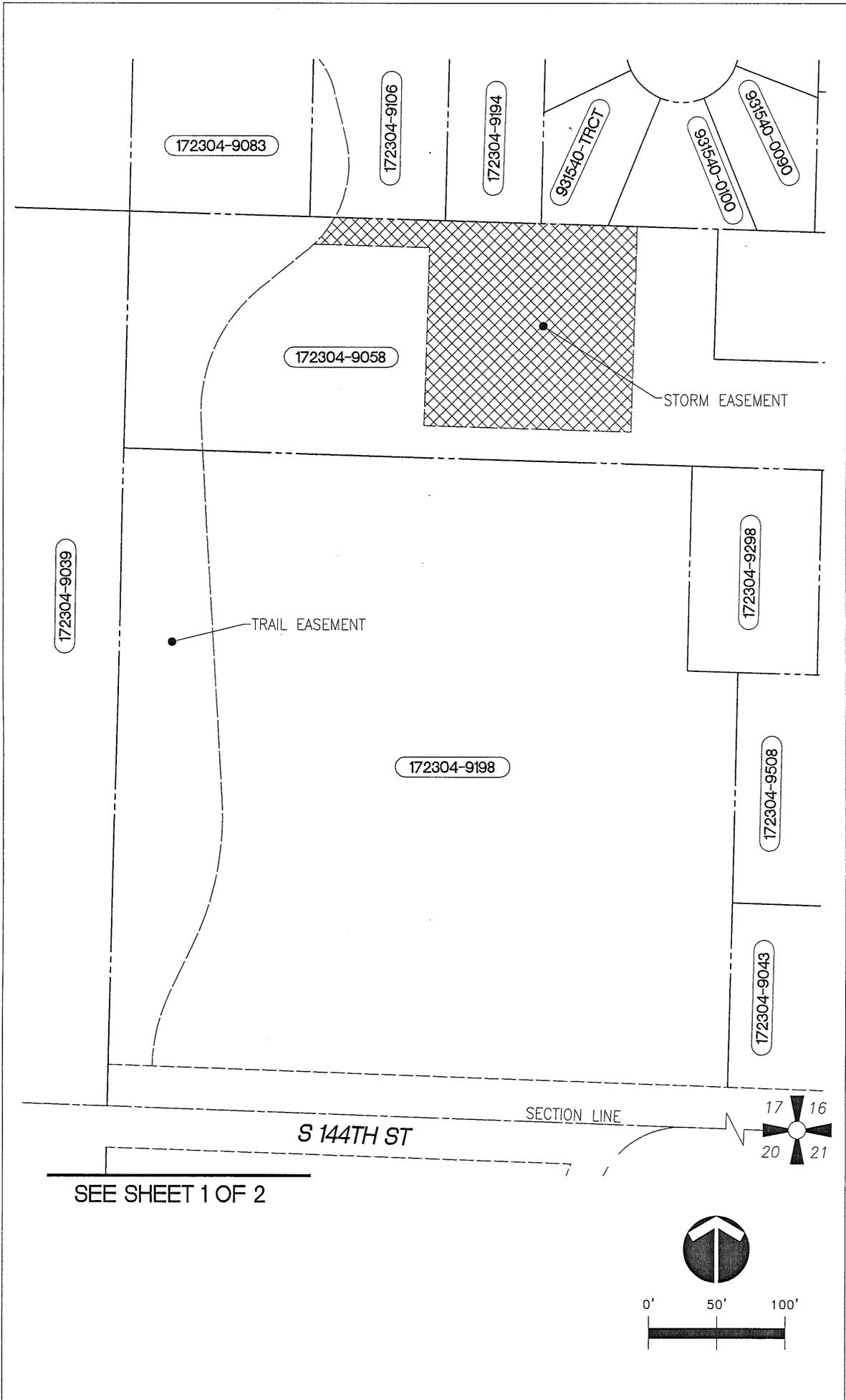
Containing 23,374 square feet, more or less.

EXHIBIT A (CONT'D)



<p>WCL</p> <p>Designed GSO</p> <p>Drawn</p> <p>Checked By _____ Date _____</p>	<p>BURIEN NERA</p> <p>PORT OF SEATTLE PROPERTIES</p> <p>A PORTION OF S. 20, TWP. 23 N.,</p> <p>R. 4 E., W.M.</p>	<p>31235B</p> <p>Project No. _____</p> <p>File No. _____</p> <p>Sheet No. 1 OF 2</p>
<p>otak Incorporated</p> <p>10230 NE Points Drive</p> <p>Suite 400</p> <p>Kirkland, Washington 98033</p> <p>Phone: (425) 822-4446</p> <p>FAX: (425) 827-9577</p>		

EXHIBIT A (CONT'D)



<p>WCL Designed _____</p> <p>GSO Drawn _____</p> <p>Checked By _____ Date _____</p>	<p>BURIEN NERA PORT OF SEATTLE PROPERTIES A PORTION OF S. 17, TWP. 23 N., R. 4 E., W.M.</p>	<p>31235B Project No. _____</p> <p>File No. _____</p> <p>2 OF 2 Sheet No. _____</p>
---	--	---


 10230 NE Points Drive
 Suite 400
 Kirkland, Washington 98033
 Phone: (425) 822-4446
 FAX: (425) 827-9577

EXHIBIT B

NERA STORMWATER FACILITY LOCATIONS

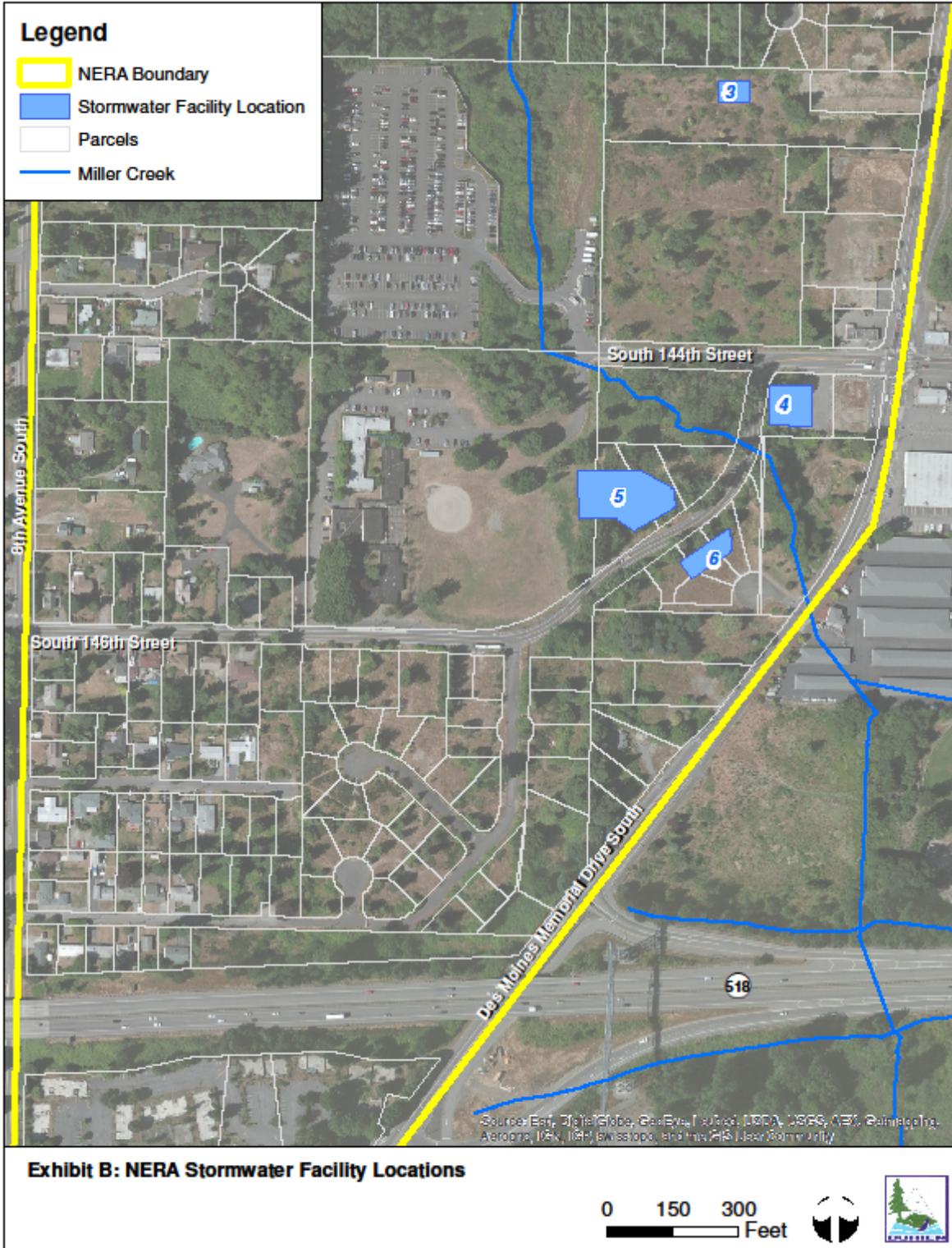


Exhibit C to the Easement has been removed from the packet to conserve paper – but is available upon request. It consists of an abbreviated form of the easement and the same legal descriptions as provided in Exhibit A to the Easement.

EXHIBIT 5

NERA STORM WATER FACILITY #6 EASEMENT AGREEMENT

This **NERA STORM WATER FACILITY #6 EASEMENT AGREEMENT** (“Easement”) is entered into as of _____, 2013 (“Effective Date”) by and between the **PORT OF SEATTLE**, a Washington municipal corporation, (“Grantor”) and the **CITY OF BURIEN**, a Washington municipal corporation (“Grantee”).

RECITALS

A. Grantor owns or controls certain real property situated in the City of Burien, King County, Washington, as legally described and depicted on **Exhibit A** attached hereto, incorporated by reference and made a part hereof (the "Premises").

B. Grantee has requested that Grantor grant to Grantee an **exclusive permanent easement** over the Premises for the Easement Purpose (as defined below).

C. On _____, 2013, Grantor’s Port of Seattle Commissioners authorized execution of an Interlocal Agreement dated _____, 2013 between the Port and the City of Burien, which among several items, provides for the City’s construction and operation of a twenty-five (25)-foot wide shared use path in tandem with several storm water facilities in the City’s Northeast Redevelopment Area (the “Project”).

D. Grantor has agreed to grant Grantee the requested easement for good and valuable consideration related to the terms and conditions set forth in this Easement Agreement as well as the benefits associated with accomplishment of the Project.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1 Granting of Easement.

1.1 Easement Purpose. The "Easement Purpose" shall include:

- (a) Operation by Grantee, Grantee’s employees, contractors and agents (“Grantee parties”) of a storm water drainage facility (NERA Storm Water Facility #6) that will receive overflow of storm water discharged from Storm Water Facility #5 (“Facility #5”), as identified on **Exhibit B** (“**NERA Stormwater Facility Locations**”);
- (b) Activities of Grantee parties related to the construction of Facility #6 and connection to Facility #5;
- (c) Maintenance and repair by Grantee parties of Facility #6; and

(d) Alteration of reconstruction by Grantee parties of Facility #6 provided that the product of the alteration and reconstruction does not increase Grantor's liability exposure or expand the scope of use of this Easement Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a **permanent, exclusive easement** ("Easement") over, under, across and through the Premises for the Easement Purpose and for no other purpose provided that Section 14 shall apply in the event that Grantee abandons operation of Facility #6. This Easement shall only include such rights in the Premises as shall be necessary for the activities contemplated by this Easement. This Easement is subject to all existing encumbrances of record as identified in those preliminary title commitments issued by First American Title dated August 13, 2013 under guarantee numbers 2137881, 2137882, and 2144874.

1.3 Responsibilities of Grantee for Premises.

1.3.1 Grantee shall be responsible for all maintenance and repair associated with Facility #6 in the Premises.

1.3.2 Grantee shall be responsible for maintaining the storm water drainage system, including Facility #5 and Facility #6, so as to avoid damage to Port property and migration of Hazardous Substances, if any, from Port property.

1.3.3 Grantee shall be responsible for ensuring that activities within the Premises comply with all laws, regulations, orders, covenants and restrictions. Grantee shall regulate to ensure that any activity in the Premises is compatible with not only Airport uses but also the use and safety of the Approach Transition Zone and Runway Protection Zone (as defined in Section 4 below). Grantee shall be responsible for proper management of any waste or other materials deposited on the Premises by Grantee, Grantee's agents, officers, employees, invitees or members of the public.

1.3.4 Grantee shall restrict the height of structures, objects of natural growth and other obstructions on the Premises to an elevation of not more than 416 feet Datum NAVD 88.

1.3.5 Grantee shall ensure the use of the Premises does not interfere with landing or taking off of aircraft at the Seattle Tacoma International Airport (the "Airport"), or otherwise constitute an "airport hazard." Any uses that create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport shall be deemed an airport hazard.

1.4 Term of Easement. The term of the Easement shall be perpetual, unless sooner abandoned under provisions of this Easement.

1.5 Storm Water Facility Descriptions.

1.5.1 Facility #5. This facility is a City of Burien-owned facility, located on City owned property on the north side of S. 144th Way. Once constructed, it will be located on **King County Parcel Numbers 202304-9509, 202304-9510, 202304-9511, and 202304-9006.** It will collect, treat, and manage storm water runoff from the surrounding area, and is designed to infiltrate up through the 50-year storm event. Any water received beyond the infiltration capacity of this facility will be bypassed via underground conveyance beneath S. 144th Way to Facility #6.

1.5.2 Facility #6. This facility shall act as an emergency overflow location for Facility #5. Once constructed, it will be located on **King County Parcel Numbers 553090-0010, 553090-0020, 553090-0030, 553090-0040, 553090-0050, 553090-0060, 553090-TRCT A and 553090-TRCT C.** It will receive water from Facility #5 during severe storm events when in bypass mode. It will then contain and store the water and attenuate the release rates directly into Miller Creek through surface discharge and infiltration. It shall be a vegetated depression, open to the surface, and shall only hold water for short time periods, and very infrequently.

1.6 Grantee's Representations and Warranties. Grantee represents, warrants and agrees that in the exercise of its easement rights, Grantee will not in any manner interfere with or interrupt the use or operation of the Airport or Airport facilities and that Grantee's easement rights will be subordinated to Airport use and development.

Section 2 Indemnification.

2.1 At Grantee's sole expense, Grantee shall indemnify, hold harmless, and defend Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from Grantee's intentional misconduct, negligence, or breach of the representations or warranties contained herein or default in the performance of Grantee's responsibilities under the provisions of this Easement. As used in this Section 2.1, the term "Grantee" shall include employees, agents, contractors, and persons entering the Premises under the express or implied invitation of Grantee.

2.2 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against Grantor by any entity, relating to any matter covered by this Easement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 3 Environmental Liability Allocation and Potential Costs of Handling Hazardous Substances associated with the Project.

- 3.1 Definition of Hazardous Substances. “Hazardous Substance” shall mean and refer to any hazardous or toxic substance, material or waste, including, but not limited to, (i) those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101), (ii) those substances, materials, and wastes listed by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto), (iii) those substances, materials and wastes listed by the Washington State Department of Ecology as hazardous substances (Washington Administrative Code 173-303 and 173-340), (iv) petroleum products and their derivatives, and (v) such other substances, materials and wastes as are or become regulated or subject to authority by any jurisdiction under any environmental laws.
- 3.2 Indemnity for Pre-Existing Hazardous Substances.
- 3.2.1 Grantee shall have no obligation to indemnify or defend Grantor, Grantor’s agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances, if any, in, under, or on property owned by Grantor.
- 3.2.2 Grantee shall indemnify or defend Grantor, Grantor’s agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the migration of Hazardous Substances regardless of whether they are pre-existing or released by Grantee, if the activities of Grantee, Grantee’s agents, officers, employees, invitees, or members of the public in the Premises cause such migration.
- 3.2.3 Grantee shall indemnify or defend Grantor, Grantor’s agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the actions or omissions of Grantee, or Grantee’s breach of its obligations in this Easement, that exacerbate contamination or increase the level of any pre-existing Hazardous Substances to actionable levels.
- 3.3 Waiver and Release. Grantee waives and releases Grantor from any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances, if any, in, under, or on property owned by Grantor or any other condition of the Premises.
- 3.4 Materials Management During Construction. Grantee shall be responsible for conducting and paying for all testing, profiling and proper disposal of any materials generated during construction of the Project, including stormwater, construction debris,

contaminated soils, or any other materials, that Grantee determines must be removed from the Easement area and the construction site. Grantee shall provide Grantor with copies of all disposal records documenting the management of such materials.

Section 4 Legal Compliance.

4.1 Compliance. Grantee shall observe and comply with any and all laws, including Environmental Laws (as defined below), statutes, regulations, ordinances, orders, covenants, restrictions, and or decisions of any court of competent jurisdiction relating to the use of the Premises. Without waiving Grantor's right to enforce the generality of the foregoing, Grantee shall strictly comply with Federal Aviation Administration ("FAA") regulations related to ensuring that any activity in the Premises is compatible with not only Airport uses but also the use and safety of the Approach Transition Zone and Runway Protection Zone as defined in FAA regulations.

4.2 Definition. "Environmental Laws" shall mean and include any and all local, state or federal laws, rules, orders or regulations in effect during the term of this Easement Agreement, or any part of the term hereof, pertaining to environmental regulation, or the use, processing, storage, housing, disposal, generation or transportation of Hazardous Substances, as defined above. Environmental Laws include, but are not limited to, the following federal statutes, amendments thereto, and any enactments by state or local jurisdictions which address similar subjects: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation Recovery Act, the Hazardous and Solid Waste Amendments 1984, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Water Pollution Control Act, the Federal Clean Air Act, the Federal Clean Water Act, the National Environmental Policy Act, the Hazardous Materials Transportation Act, spill prevention and control legislation, and any regulations promulgated with respect to any such statutes.

Section 5 Insurance. Grantee shall provide the following insurance coverage which it shall obtain from commercial insurance carriers and this coverage shall be maintained throughout the term of the Easement.

5.1 Required Coverage.

5.1.1 Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or an equivalent policy form) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Grantee's insurance shall be primary and non-contributory with respect to any insurance the Port carries and apply separately to each insured. The Port shall be named as an additional insured on this policy.

- 5.1.2 Automobile Liability Insurance on a combined single limit basis for bodily injury and property damage using with a limit of not less than \$1,000,000 per occurrence.
- 5.1.3 Pollution liability coverage with the Port named as an additional insured on the policy, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy coverage shall extend to all sudden and accidental incidents, claims, damages, and losses, including defense costs that are caused by pollution incidents that arise from the operations of the Grantee.
- 5.2 Insurance Certificates. Grantee shall submit to the Port a Certificate of Insurance which shows that it has obtained the required coverage(s) and a copy of the additional insured endorsement for the commercial general liability insurance policy and the pollution liability policy. The stated insurance limits shall not be construed as to relieve the Grantee from liability in excess of the limits. All deductibles or self-insurance retentions are the responsibility of Grantee.
- 5.3 Self Insurance. Grantee shall have the option of providing a program of self-insurance in lieu of commercial insurance. "Self-Insurance" shall mean that Grantee is acting as though it were the insurance company providing the required insurance. Grantee will have to provide evidence to the Port that Grantee's self-insurance program demonstrates a financial worth of sufficient capacity to finance claims, losses, and defense obligations that would otherwise be covered by the commercial insurance specified above. If the Port does not accept in whole or in part, Grantee's self-insurance program, Grantee shall provide commercial insurance as required by this Section.

Section 6. Grantor's Use of the Premises.

- 6.1 Limited Use by Grantor. Grantor, its successors and assigns, may use the surface of the Premises for access by persons and vehicles, for storage of goods, materials and equipment and for temporary parking of vehicles -- as long as it is consistent with the dedication of the Premises to the Easement Purpose as described in Section 1.1 and as long as it is not inconsistent with the exclusive rights herein granted and is subject to the conditions of this Agreement.
- 6.2 Specifically Prohibited Use by Grantor. Without waiver of the generality of the foregoing restriction or the exclusive nature of the easement rights granted to Grantee, the Grantor is specifically prohibited from erecting buildings or structures over, under, or across the Premises, planting large trees or installing utilities on, under, or above the Premises.
- 6.3 Grantor's reservation of rights.
 - 6.3.1 Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public the right of flight for the passage of aircraft in and through the

airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from, or operating on the Airport.

This reservation of right is for the free and unobstructed use and passage of all types of aircraft in and through the airspace over or in the vicinity of the Premises, with such use and passage to be unlimited as to frequency, type of aircraft, and proximity. Grantee further waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, and shall include, but is not limited to, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting persons or property through the air.

- 6.3.2 Grantor reserves unto itself, its successors and assigns, the continuing right to prevent the erection or growth upon the Premise of any building, structure, tree, or other object that extends into the airspace above said Premises. The Grantor reserves a right of ingress to, egress from and passage over the Premises to remove the offending structure or object, and to cut the offending growth, all at the expense of the Grantee, in the event the aforesaid covenant is breached.
- 6.3.3 Grantor reserves the right to cause in all airspace above or in the vicinity of the surface of the Premises such noise, vibrations, fume, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communications and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of the Premises or in landing at or taking off from or operating at or on the Airport.
- 6.3.4 Grantor reserves the right, with five (5) calendar days' advance notice to Grantee, to inspect NERA Storm Water Facility #6.
- 6.3.5 Grantor reserve the right to require modifications to NERA Storm Water Facility #6 in the event that the facility does not perform in compliance with FAA regulations and in accordance with the objectives for design as well as criteria for operations specified in the Master Drainage Plan.
- 6.3.6 Grantor reserves the right to require changes to maintenance practices to NERA Storm Water Facility #6 in the event that the facility does not perform in compliance with FAA regulations and in accordance with the objectives for design as well as criteria for operations specified in the Master Drainage Plan.

6.4 Grantee's waiver and release relating to Grantor's reservation of rights. Grantee does hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantor, its successor and assigns, due to such noise vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on the Airport.

Section 7. Construction Standard of Care. Grantee shall secure all necessary permits and authorizations necessary to construct and operate facilities. Grantee shall perform all construction activities associated with its completion of the Project in compliance with all federal, state, and local laws, including Environmental Laws and with the terms of this Easement Agreement. Grantee shall exercise reasonable care in the performance of all its activities and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 8. Ownership of Project Improvements. Unless otherwise provided in this Agreement or in other approvals or agreements, Grantee shall own the Project improvements made within the Easement area, including, without limitation, improvements constructed by either party at the cost and expense of Grantee. Nothing in this Agreement, however, shall be construed as granting to Grantee any interest or right in the Easement or the improvements within the Easement other than the rights expressly provided herein.

Section 9. Operations. Grantee shall operate, maintain, and repair the Project located within the Easement in compliance with all federal, state, and local laws and in a manner consistent with industry standards. Grantee shall exercise reasonable care in the performance of all its activities within the Easement and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 10. Liens and Encumbrances. Grantee shall, at its sole cost, keep the Easement free and clear of any liens or other encumbrances arising out of Grantee's activities under this Easement.

Section 11. Transfer of Interests. Grantee shall not assign or transfer this Easement, or any interest therein to any entity other than a successor agency that would operate and maintain the Project, without the express written consent of Grantor. Such consent shall not be unreasonably withheld.

Section 12. Binding Effect. This Easement shall inure to the benefit of Grantee, its successors and/or assigns and shall be binding upon the Easement and Grantor, and their respective heirs, successors and/or assigns.

Section 13. Authority to Execute Easement. Grantor covenants that Grantor is the lawful owner of the Premises and has a good and lawful right to execute this Easement.

Section 14. Termination and Reversion Upon Abandonment. Either party may terminate this Easement upon thirty (30) days written notice to the other in the event that Grantee or its successor agency permanently ceases operation or maintenance of the Premises in accordance with Grantee's responsibilities in Section 1.3, or in the event that Grantee or its successor agency does not construct some portion of the Project within the Easement area. In the event that the Easement terminates, all of the Grantee's rights to the Easement shall cease and all rights hereunder shall revert to Grantor, except that the continuing obligations contained in Section 3 shall survive termination.

Section 15. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantee:

City of Burien
400 SW 152nd Street, Suite 300
Burien, WA 98166
Attention: Public Works Director
Copy to: _____

If to Grantor:

Port of Seattle
P.O. Box 1209
Seattle, WA 98111
Attention: _____
Copy to: General Counsel

Section 16. Nondiscrimination.

16.1 Grantee, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this easement, for a purpose for which a United States Department of Transportation/Federal Aviation Administration program or activity is extended or for another purpose involving the provision of similar services or benefits, Grantee shall maintain and operate such facilities and services in compliance with all requirements imposed by the "Acts and Regulations" (as may be amended) such that no person on the grounds of race, color or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities. The "Acts and Regulations" referenced in this Section mean Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the

secretary, part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations and Acts may be amended.

- 16.2 Grantee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (ii) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (iii) Grantee shall use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- 16.3 Grantee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Grantee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates Grantee or any transferee for the longer of the following periods: (i) the period during which the property is used for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Port or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.
- 16.4 Grantee will, at the timely request of the Port, (a) provide access to records, facilities and staff as necessary to comply with DOT/FAA compliance reviews and/or complaint investigations conducted by the DOT/FAA; and (b) provide information needed for preparation of necessary reports or to meet evaluation requirements of the DOT/FAA.
- 16.5 Grantee hereby assures that it will include the above clauses in any subcontract(s) approved by the Port and cause subcontractor(s) to similarly include clauses in further subcontracts.

Section 17 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit C** ("**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The

Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located.

Section 18 Miscellaneous.

18.1 Washington Law. All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive laws of the State of Washington without regard to conflicts of law provisions.

18.2 Venue. To the fullest extent permitted by law, any dispute arising under or in connection with this Easement Agreement or related to any subject matter which is the subject of this Easement Agreement shall be subject to the sole and exclusive jurisdiction of King County Superior Court. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive. Each party hereto hereby irrevocably consents to the jurisdiction of King County Superior Court in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court and that any such dispute which is brought in such court has been brought in an inconvenient forum.

18.3 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

18.4 Severability. If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

18.5 Entire Understanding. This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein; provided, however, nothing herein is intended to terminate any surviving obligation of Grantor or Grantee of their respective obligations to defend or hold each other harmless in any prior written agreement between the parties involving the Premises.

18.6 Time is of the Essence. Time is of the essence for the performance of this Easement Agreement.

[Signature page follows]

Witness the execution of this Easement Agreement as of the date first set forth above.

Grantor:

Port of Seattle, a Washington municipal corporation

By: _____

Name:

Title:

Grantee:

City of Burien, a Washington municipal corporation

By: _____

Name:

Title:

[Acknowledgment page follows]

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name) _____

Residing at _____

My appointment expires: _____

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name) _____

Residing at _____

My appointment expires: _____

EXHIBIT A

NERA STORMWATER FACILITY #6 EASEMENT LEGAL DESCRIPTIONS

Parcel No. 553090-TRCT C

That portion of Tract C, Miller Court, according to the plat thereof recorded in Volume 192 of Plats, Page(s) 88 and 89, in King County, Washington; lying east and north of the following described line;

Commencing at the Southeast corner of said Tract C, thence along the south line N.88°02'01"W., 39.25 feet to the TRUE POINT OF BEGINNING;
Thence leaving the south line of said parcel along a non-tangent 47.00 foot radius curve to the left whose radius bears S.49°38'40"W., through a central angle of 14°09'33", a distance of 11.61 feet;
thence N.54°30'52"W., 11.01 feet to the point of curve right of a 32.00 foot radius curve;
thence along the arc of said curve right through a central angle of 19°40'15", a distance of 10.99 feet, more or less, to the west line of said Tract C and the Point of Termination of herein described line.

Containing 5,418 square feet, more or less.

Parcel No. 553090-TRCT A

That portion of Tract A, Miller Court, according to the plat thereof recorded in Volume 192 of Plats, Page(s) 88 and 89, in King County, Washington; lying to the west of the following described line;

Commencing at the Southeast corner of said Tract A, thence along the south line N.88°02'01"W., 14.69 feet to the TRUE POINT OF BEGINNING;
Thence leaving the south line of said parcel along a non-tangent 57.00 foot radius curve to the right whose radius bears N.46°58'31"E., through a central angle of 24°06'17", a distance of 23.98 feet, more or less, to the north line of said Tract A and the Point of Termination of herein described line.

Containing 2,746 square feet, more or less.

Parcel No. 553090-0060

All of Lot 6 of Plat of Miller Court, according to plat recorded in Volume 192 of Plats, Page(s) 88 and 89, in King County, Washington;

Except the following portion of said lot;

Beginning at the Southeast corner of said Lot 6, thence along east line N.01°57'59"E., 1.15 feet to the a non-tangent 32.00 foot radius curve to the right whose radius bears N.55°09'23"E., through a central angle of 66°49'43", a distance of 37.32 feet;
Thence N.31°59'06"E., 9.01 feet, more or less, to the north line of said Lot 6;
Thence along said north line N.70°12'36"W., 25.58 feet;
Thence S.31°59'06"W., 3.61 feet to the point of curve left of a 57.00 foot curve;
Thence along the arc of said curve left through a central angle of 50°54'19", a distance of 50.64 feet, more or less, to the south line of said Lot 6;
Thence along said south line S.88°02'01"W., 27.63 feet to the Point of Beginning.

Containing 5,795 square feet, more or less.

Parcel No. 553090-0030

All of Lot 3 of Plat of Miller Court, according to plat recorded in Volume 192 of Plats, Page(s) 88 and 89, in King County, Washington;

Except for the following portion of said Lot 3.

Commencing at the Southeast corner of said Lot 3, thence along south line of lot N.70°12'36"W., 0.75 feet to the TRUE POINT OF BEGINNING;
Thence continuing along said south line N.70°12'36"W., 25.58 feet;
Thence leaving south line N.31°59'06"E., 38.60 feet to the northeast line of said Lot 6;
Thence along said northeast line S.43°38'38"E., 25.81 feet;
Thence leaving said northeast line S.31°59'06"W., 26.79 feet to the TRUE POINT OF BEGINNING.

Containing 7,259 square feet, more or less.

Parcel No. 553090-0020

All Lot 2 of Plat of Miller Court, according to plat recorded in Volume 192 of Plats at Page(s) 88 and 89, in King County, Washington;

Except for the following portion of said Lot 2.

Commencing at the Southwest corner of said Lot 2, thence along the southwest line N.43°38'38"W., 3.28 feet to the TRUE POINT OF BEGINNING;
Thence continuing along the southwest line N.43°38'38"W., 25.81 feet;
Thence leaving said line N.31°59'06"E., 33.83 feet to the point of curve left of a 35.00 foot radius curve;
Thence along the arc of said curve left through a central angle of 51°52'14", a distance of 31.69 feet;
Thence N.19°53'07"W., 5.83 feet to the point of curve right of a 145.00 foot radius curve;
Thence along the arc of said curve right through a central angle of 20°56'33", a distance of 53.00 feet, more or less, to the east line of said Lot 2;

Thence along east line S.13°40'56"E., 108.80 feet;
Thence leaving east line of lot S.31°59'06"W., 34.87 feet to the TRUE POINT OF BEGINNING.

Containing 7,451 square feet, more or less.

Parcel No. 553090-0010

All of Lot 1 of Plat of Miller Court, according to plat recorded in Volume 192 of Plats, Page(s) 88 and 89, in King County, Washington;

Except for the following portion of said Lot 1.

Commencing at the Southwest corner of said Lot 1, thence along the west line N.13°40'56"W., 23.02 feet to the TRUE POINT OF BEGINNING;
Thence N.31°59'06"E., 5.37 feet to the point of curve left of a 60.00 foot radius curve;
Thence along the arc of said curve left through a central angle of 51°52'14", a distance of 54.32 feet;
Thence N.19°53'07"W., 5.83 feet to the point of curve right of a 120.00 foot radius curve;
Thence along the arc of said curve right through a central angle of 31°16'07", a distance of 65.49 feet;
Thence N.11°22'59"E., 20.90 feet to the point of curve left of a 40.00 foot radius curve;
Thence along the arc of said curve left through a central angle of 55°31'33", a distance of 38.76 feet, more or less, to the east margin of South 144th Way;
Thence southwesterly along said margin being on a concave 316.50 foot curve, whose radius bears N.59°40'11"W., along said arc through a central angle of 4°53'23", a distance of 27.01 feet;
Thence leaving said margin along a non-tangent 15.00 foot radius curve to the right whose radius bears S.69°54'11"W.;;
Thence along the arc of said curve right through a central angle of 31°28'48", a distance of 8.24 feet;
Thence S.11°22'59"W., 20.90 feet to the point of curve left of a 145.00 foot radius curve;
Thence along the arc of said curve left through a central angle of 10°19'34", a distance of 26.13 feet, more or less, to the west line of said Lot 1;
Thence along said west line S.13°40'56"E., 108.80 feet to the TRUE POINT OF BEGINNING.

Containing 5,554 square feet, more or less.

Parcel No. 553090-0040

All of Lot 4 of plat of Miller Court, according to the plat thereof recorded in Volume 192 of Plats, Page(s) 88 and 89, in King County, Washington;

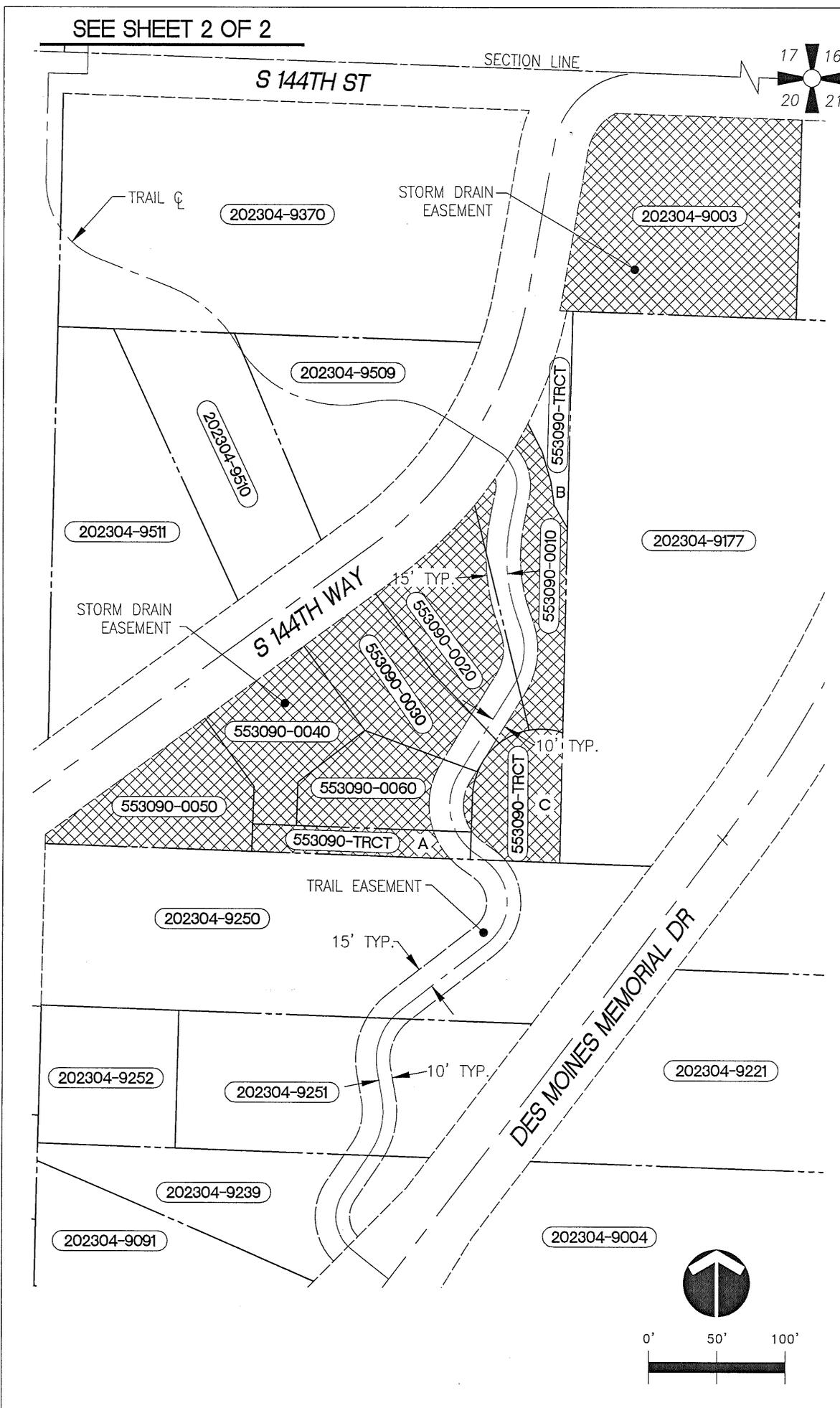
Containing 7,559 square feet, more or less.

Parcel No. 553090-0050

All of Lot 5 of plat of Miller Court, according to the plat thereof recorded in Volume 192 of Plats, Page(s) 88 and 89, in King County, Washington;

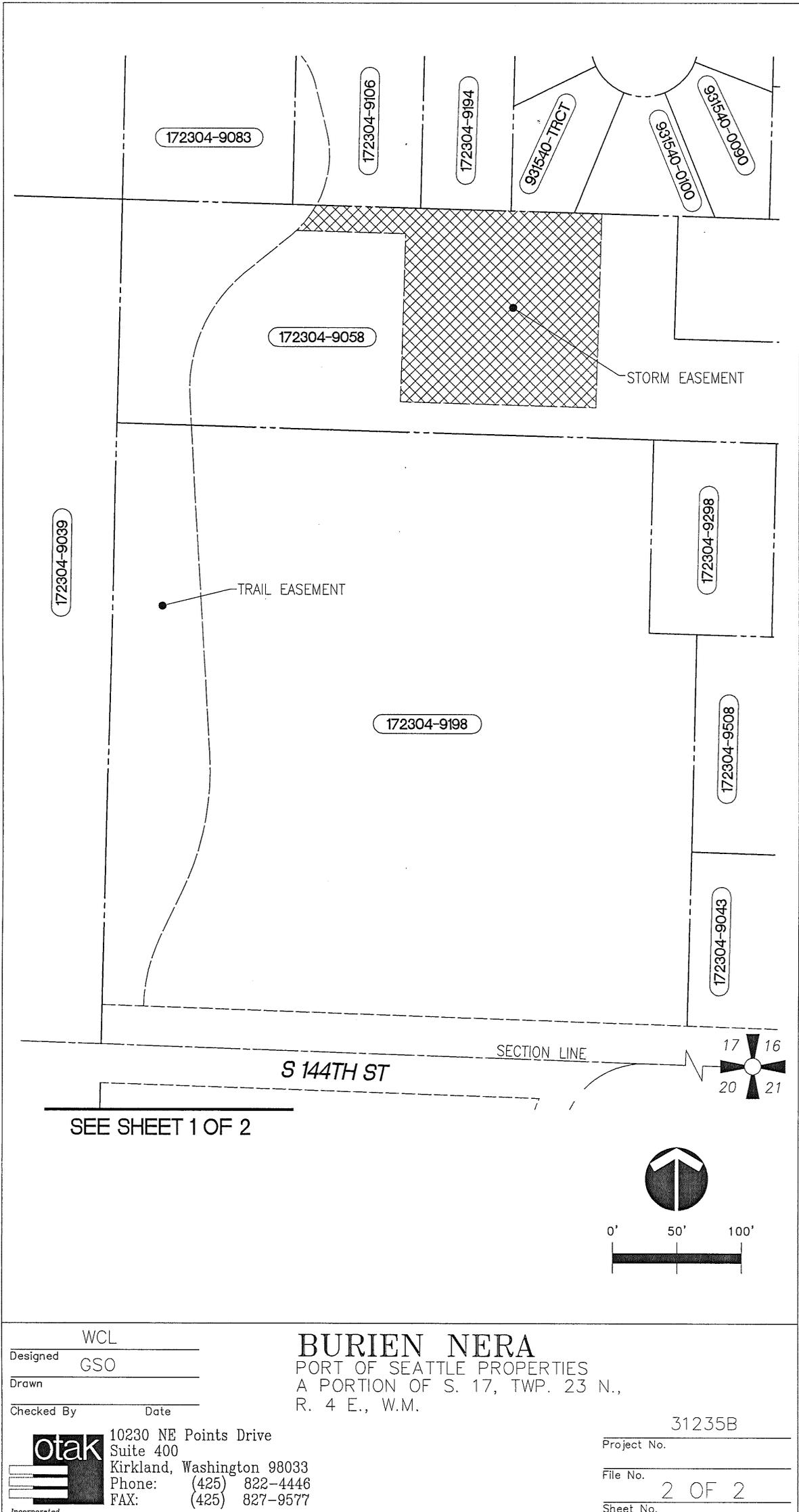
Containing 8,399 square feet, more or less.

EXHIBIT A (CONT'D)



<p>WCL Designed _____ GSO Drawn _____ Checked By _____ Date _____</p>	<p>BURIEN NERA PORT OF SEATTLE PROPERTIES A PORTION OF S. 20, TWP. 23 N., R. 4 E., W.M.</p>	<p>31235B Project No. _____ File No. _____ 1 OF 2 Sheet No. _____</p>
 <p>10230 NE Points Drive Suite 400 Kirkland, Washington 98033 Phone: (425) 822-4446 FAX: (425) 827-9577</p>		

EXHIBIT A (CONT'D)



WCL
 Designed _____
 GSO
 Drawn _____
 Checked By _____ Date _____

BURIEN NERA
 PORT OF SEATTLE PROPERTIES
 A PORTION OF S. 17, TWP. 23 N.,
 R. 4 E., W.M.

otak
 10230 NE Points Drive
 Suite 400
 Kirkland, Washington 98033
 Phone: (425) 822-4446
 FAX: (425) 827-9577

31235B
 Project No. _____
 File No. _____
 2 OF 2
 Sheet No. _____

EXHIBIT B

NERA STORMWATER FACILITY LOCATIONS

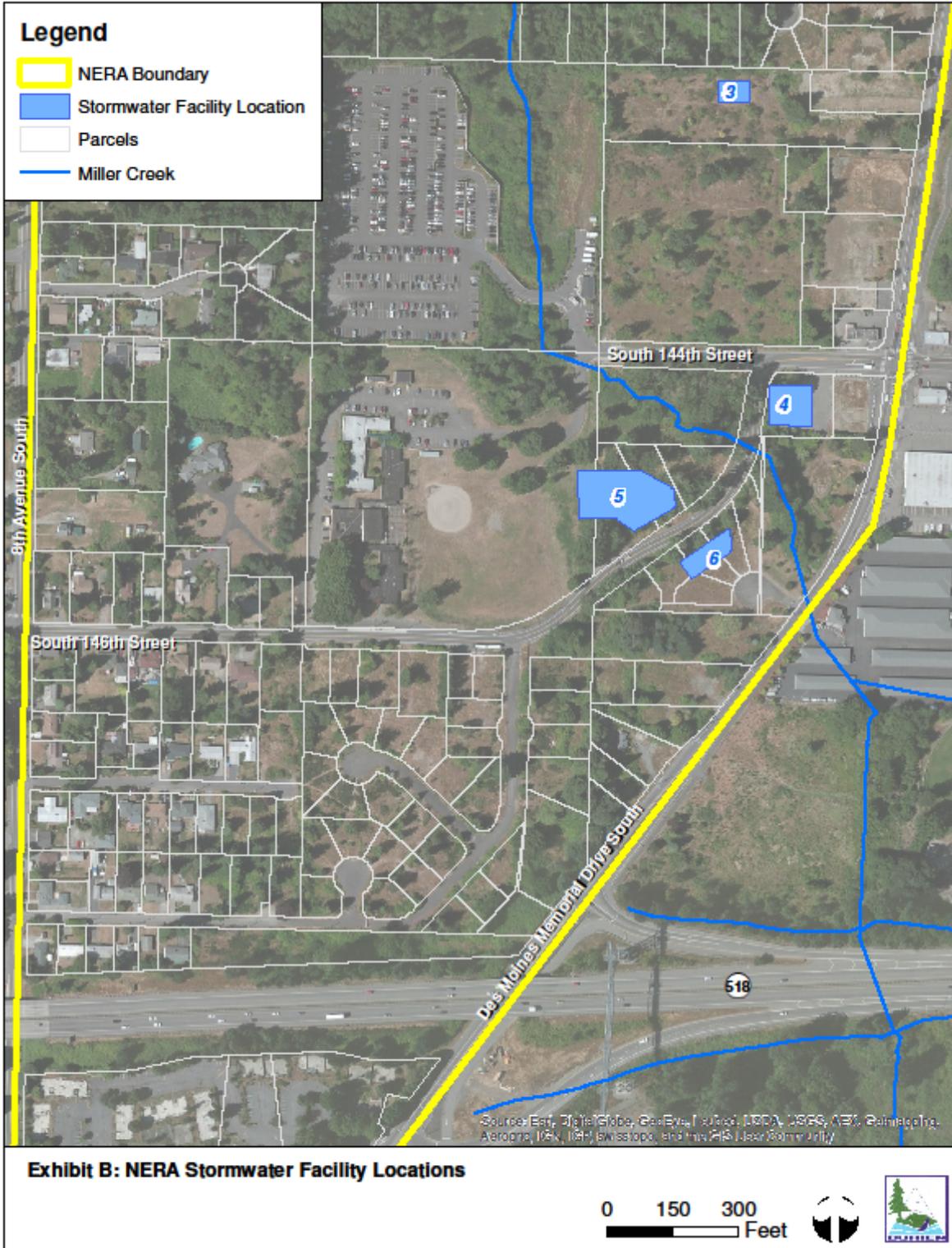


Exhibit C to the Easement has been removed from the packet to conserve paper – but is available upon request. It consists of an abbreviated form of the easement and the same legal descriptions as provided in Exhibit A to the Easement.

EXHIBIT 6

_____, 2014

City of Burien
400 152nd Street, Suite 300
Burien, WA 98166
Attn: Maiya Andrews, Public Works Director

**Re: License for Temporary Use – Construction – Regional Stormwater System
and Shared Use Path for NERA**

Dear Ms. Andrews:

This letter will confirm the terms under which the Port of Seattle (“Port”) will grant to the City of Burien (“Licensee”), a non-exclusive temporary use for construction license (“the License”). The License shall be for the temporary use and/or occupancy of all or a portion of King County Parcel Numbers 931540-0100, 172304-9198, 172304-9058, 172304-9106, 172304-9083, 172304-9220, 172304-9269, 553090-TRCT A, 553090-TRCT C, 553090-0010, 553090-0020, 553090-0030, 553090-0040, 553090-0050, 553090-0060, 202304-9003, 202304-9239, 202304-9250, and 202304-9251 located in the City’s Northeast Redevelopment Area (the “NERA”) as depicted on **Exhibit 1** attached and incorporated by reference hereto (“the Premises”) for the following use of said Premises:

Construction-related activities including accessing construction work areas, grading required to achieve final elevations, placement of erosion control facilities, invasive species removal and re-vegetation as part of the vegetation management plan, and to provide additional area adjacent to the NERA shared use path and stormwater facilities for operating equipment during construction (“the Permitted Use”).

The following terms apply to this License:

1. Agreement is a License. The relationship between the Port and Licensee is not one of landlord and tenant, but rather one of licensor and licensee. The incurrence of any costs with respect to the Premises or Permitted Use by Licensee shall in no way operate to confer upon Licensee any other interest, status, or estate of any kind other than licensee nor obligate the Port to enter into any agreement conferring such other interest. Licensee shall have no recourse against the Port for any breach hereunder.
2. Term. This License shall commence on _____, 2014, and terminate on _____, 2014. It shall not be subject to extension or renewal without the express written consent of the Port.
3. Access Fee. On or before the commencement of the term set forth in paragraph 2, Licensee shall pay to the Port the sum of Eight Thousand Seven Hundred Twenty-Four Dollars (\$8,724.00) for the use and/or occupancy of the Premises as set forth herein.

Licensee is responsible for payment of any tax levied on, or measured by, the access fee paid by Licensee. Per Washington State Law (RCW 82.29A) leasehold excise tax is applicable on all terms thirty (30) days or more. In compliance with said RCW 82.29A the above stated amount does not include leasehold excise tax.

4. Environmental. Licensee agrees to comply with all applicable rules and regulations of the Port pertaining to the Premises in existence or hereafter promulgated for water quality and pollution prevention, for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Licensee further agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations, including without limitation those relating to environmental matters.
5. Licensee Responsible for Safety and Property. Licensee specifically accepts the Premises in their present condition on an as-is, where-is basis. Licensee's activities within, on or about the Premises shall be at Licensee's sole risk, and the Port and the City of Burien shall not be responsible for the safety of Licensee, its employees, agents, licensees or invitees, or for the condition or loss of any items of personal property brought onto the Premises by any of them.
6. Compliance with Laws, Rules, and Regulations. Licensee shall, at its sole cost and expense, use and/or occupy the Premises solely: (i) in the manner contemplated by this License, (ii) in an orderly manner so as to avoid unreasonably interfering with or interrupting the normal business operations and quiet enjoyment of the other occupants of the Premises or adjoining properties or premises, and (iii) in full compliance with all applicable governmental laws, rules, regulations, and codes, specifically including those related to the protection of the environment and those promulgated by the Port for the general safety and convenience of its customers and the public. Licensee also shall, at its sole cost and expense, obtain any and all permits, licenses, and approvals that may be required in order to make lawful the Licensee's activities on the Premises.
7. Indemnity. The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Licensee or by other persons directly or indirectly employed by the Licensee, or any agents, contractors, subcontractors or invitees of Licensee, as a result of any condition (including existing or future defects in the Premises) or occurrence (including failure or interruption of utility service) whatsoever related in any way to the Premises, or for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Licensee or by others, including but not limited to persons directly or indirectly employed by the Licensee, or any agents, contractors, subcontractors or invitees of Licensee related in any way to Licensee's use and/or occupancy of the Premises. Licensee agrees to defend and to hold and save the Port harmless from all liability or expenses (including attorneys' fees, costs, and all expenses of litigation) in connection with either (i) any such items of actual or alleged injury or damage as described above, except when such injury or damage is caused by the sole negligence of the Port, or (ii) any breach of the terms of this License.

Licensee expressly agrees that its duty to defend and indemnify the Port includes negligent acts, which are concurrent, contributory, or both by the Port, resulting in said damage or injury. Licensee also agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus Licensee expressly waives its immunity under industrial insurance, Title 51 RCW, as necessary to effectuate this indemnity.

8. Insurance. Licensee at Licensee's expense shall procure and maintain a continuous program of commercial insurance, self-insurance, or a combination of commercial and self-insurance that is acceptable to the Port. Evidence of Licensee's insurance program shall be submitted and reviewed by the Port. If the program is found to be deficient in any capacity, the Port will require Licensee to correct the deficiencies. If Licensee uses self-insurance to meet any part of the required insurance obligation, the self-insurance must be equivalent in coverage and terms to the required coverage identified below. Any commercial insurance coverage that Licensee carries shall be on a primary basis, and any insurance that the Port may carry will apply strictly on an excess basis over any applicable commercial insurance or self-insurance the Licensee may carry. The required insurance to be provided is:
 - i. Commercial general liability insurance on ISO Form CG 00 01 10 01 (or equivalent) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than \$1,000,000 per occurrence. The Port shall be named as an additional insured on this policy.
 - ii. Automobile liability insurance shall be provided in an amount not less than \$1,000,000 per occurrence on a combined single limit basis for bodily injury and property damage using ISO Form CA 00 01 (or equivalent).
9. Licensee Responsible for Damages. Licensee assumes full responsibility for all damages or losses incurred by the Port or others arising from Licensee's entry onto, occupancy of and/or use of the Premises, whether caused by Licensee, its employees, agent, licensees or invitees.
10. Termination of Agreement. Notwithstanding any specific term set forth in this License, the Port may terminate this License, in its sole discretion and for any reason whatsoever, effective upon delivery of written notice to Licensee at the address set forth above.
11. Applicable Law; Attorneys' Fees. This License shall be construed and enforced in accordance with the laws of the State of Washington. In the event either party requires the services of an attorney in connection with enforcing the terms of this License, the prevailing party shall be entitled to a reasonable sum for attorneys' fees, witness fees and other court costs and expenses, both at trial and on appeal.
12. Entire Agreement. This letter sets forth all covenants, promises, agreements, conditions and understandings between the Port and Licensee concerning the use of the Premises for the Permitted Use. No subsequent alteration, amendment, change or addition to this

Licensee shall be binding upon the Port or Licensee unless reduced to writing and signed by Licensee and the Port.

13. Restoration. At the termination of this License, Licensee shall restore the Premises and any other impacted property to the same or similar condition as it was immediately before Licensee entered the Premises. All equipment and material stored on the Premises pursuant to the License will be removed from the Premises at the termination of the term of the License.

If you have a program of self-insurance, please provide a statement describing the program and your solvency and ability to meet the obligations of the program. Otherwise, when communicating with your insurance agent regarding the processing and distribution of the above-specified proof of insurance, please note that a broker-generated Accord Form 25-S is acceptable, but it must be modified to strictly match the terms of the Agreement. Certificates that do not include the foregoing requirements specified in paragraph 8 above cannot be accepted by the Port.

Please countersign and return the enclosed duplicate original of this License along with any required access fee, any applicable security deposit, certificate of insurance, and additional insured endorsement or statement regarding your program of self-insurance by _____, 2014.

Sincerely,

Name:
Title:

Enclosures
1. Drawing of Premises

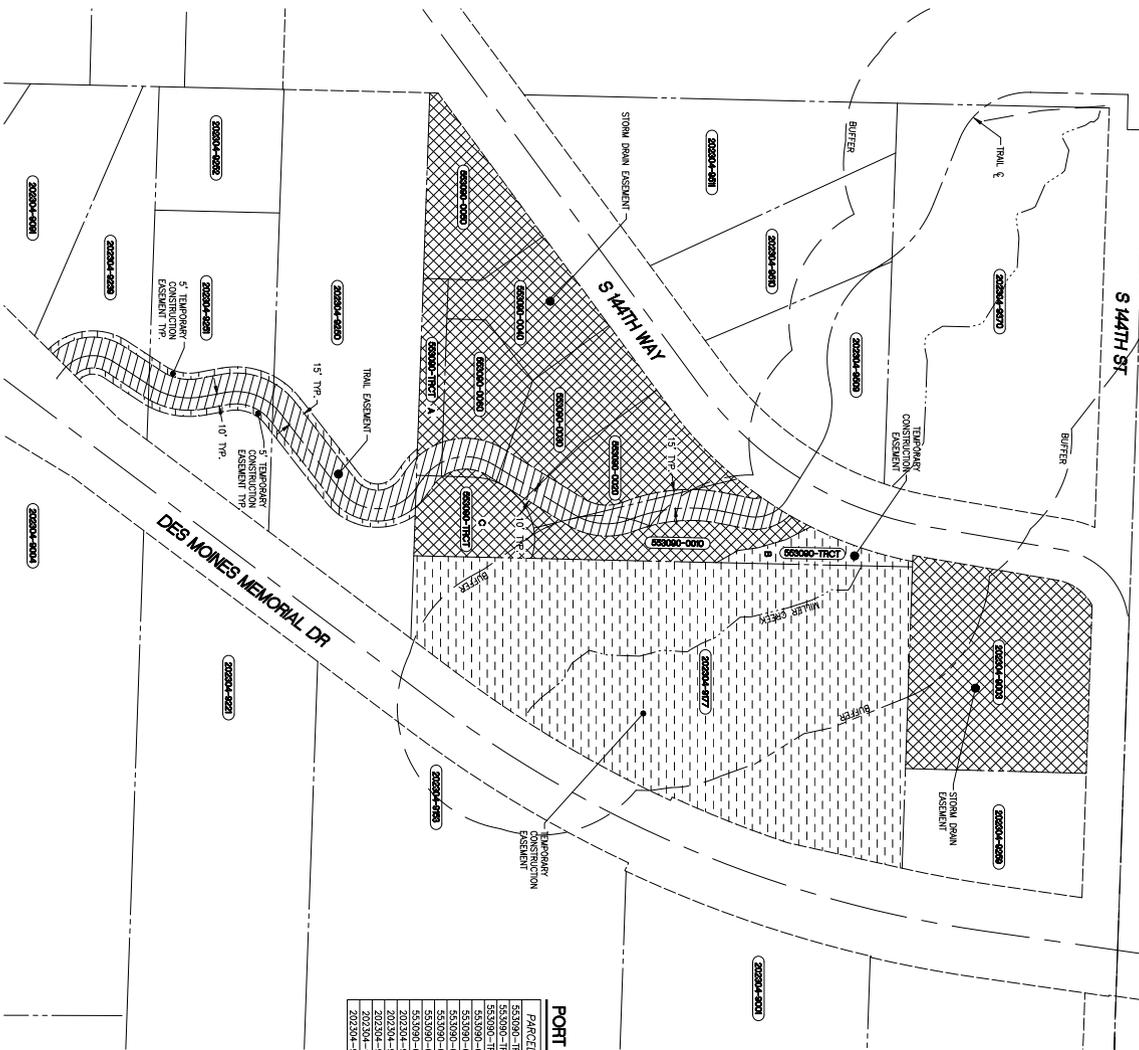
Agreed and accepted this ___ day of _____, 2014:

City of Burien,
a Washington Municipal Corporation

By: _____
Its: _____

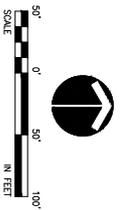
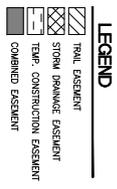
A PORTION OF SECTION 20, T23N, R04E, W.M.

EXHIBIT A



PORT OF SEATTLE PARCEL AREAS

PARCEL #	PARCEL AREA	TRAIL ESMT.	STORM ESMT.	FACILITY #	COMBINED ESMT.	TOTAL PERM. ESMT.	TEMP. CONST. ESMT.
553090-1000	3,131 S.F.	444 S.F.	2,177 S.F.		3,191 S.F.		2,397 S.F.
553090-1001	2,397 S.F.						
553090-1002	5,687 S.F.	269 S.F.	5,418 S.F.		5,687 S.F.		
553090-1003	9,231 S.F.	3,677 S.F.	5,554 S.F.		9,231 S.F.		
553090-1004	8,321 S.F.	1,386 S.F.	7,561 S.F.		8,321 S.F.		
553090-1005	7,569 S.F.	817 S.F.	7,569 S.F.		7,569 S.F.		
553090-1006	8,399 S.F.		8,399 S.F.		8,399 S.F.		
553090-1007	7,085 S.F.	1,270 S.F.	5,795 S.F.		7,085 S.F.		70,414 S.F.
553090-1008	23,314 S.F.		23,314 S.F.		23,314 S.F.		
202304-9239	14,798 S.F.	1,937 S.F.	2,625 S.F.	4	1,937 S.F.	774 S.F.	1,660 S.F.
202304-9251	22,201 S.F.				2,625 S.F.		
202304-9250	46,791 S.F.	4,001 S.F.			4,001 S.F.		1,592 S.F.



CAL BERTHOE, PLS. INC. 800-424-5555

BURIEN NERA
 BURIEN, WASHINGTON KING COUNTY
 PORT OF SEATTLE
 EASEMENT EXHIBIT MAP

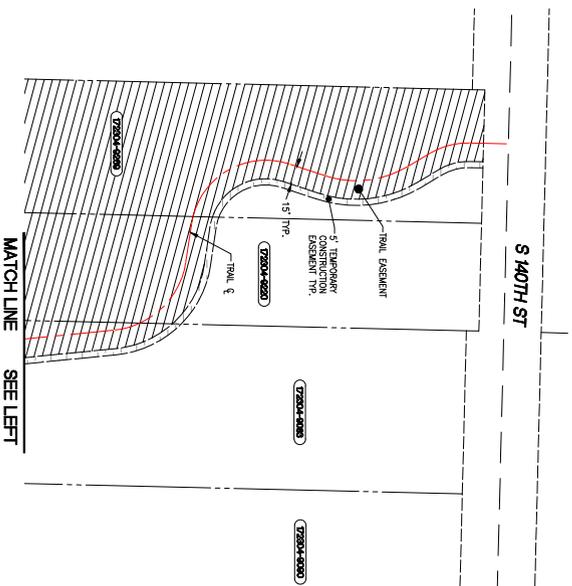
OTAK
 10200 1st Pointe Dr. #102
 Kirkland, WA 98033
 Phone: (425) 822-4446
 Fax: (425) 822-4446
 Internet: info@otak.com
 Project No. 312358

Sheet No. 1 of 2



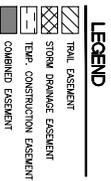
NO.	DATE	BY	Checked	W.C.L.	W.C.L.	ADDED 5' TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT A



PORT OF SEATTLE PARCEL AREAS

PARCEL #	PARCEL AREA	TRAIL ESMT.	STORM ESMT.	FACILITY #	COMBINED ESMT.	TOTAL PERM. ESMT.	TEMP. CONST. ESMT.
172304-9198	188,699 S.F.	11,428 S.F.		3,436	11,428 S.F.	134,146 S.F.	
172304-9068	96,582 S.F.	14,577 S.F.	24,173 S.F.	3	38,750 S.F.	1,923 S.F.	
931940-0100	6,596 S.F.			3		1,972 S.F.	
172304-9108	21,028 S.F.	2,443 S.F.		3	2,443 S.F.	18,292 S.F.	
172304-9194	46,177 S.F.	6,034 S.F.		3	6,034 S.F.	28,574 S.F.	
172304-9220	55,171 S.F.	35,482 S.F.		3	35,482 S.F.	14,661 S.F.	
172304-9268	63,194 S.F.	62,072 S.F.			62,072 S.F.	1,178 S.F.	



CALL BEFORE YOU DIG 1-800-424-5555

BURIEN NERA

BURIEN, WASHINGTON
PORT OF SEATTLE
EASEMENT EXHIBIT MAP

KING COUNTY



NO.	DATE	BY	WCL	ADDED 5' TEMPORARY CONSTRUCTION EASEMENT
	07/30/13		WCL	ADDED 5' TEMPORARY CONSTRUCTION EASEMENT
			Checked & Approved	REVISIONS

Metropolitan Water Services
1650 NE Pacific St. #600
Burien, WA 98148
Phone: (206) 822-4448
Fax: (206) 822-4448
Internet: www.mws.com
Project No. 312358

EXHIBIT 7

SHARED-USE PATH EASEMENT AGREEMENT

THIS SHARED-USE PATH EASEMENT AGREEMENT (“Easement”) is entered into as of _____, 2013 (“Effective Date”) by and between the **PORT OF SEATTLE**, a Washington municipal corporation, (“Grantor”) and the **CITY OF BURIEN**, a Washington municipal corporation (“Grantee”).

RECITALS

- A. Grantor owns or controls certain real property situated in the City of Burien, King County, Washington, as legally described and depicted on Exhibits A-1 and A-2 attached hereto, incorporated by reference and made a part hereof (the "Premises").
- B. Grantee has requested that Grantor grant to Grantee an **exclusive permanent easement** over the Premises for the Easement Purpose (as defined below).
- C. On _____, 2013, Grantor’s Port of Seattle Commissioners authorized execution of an Interlocal Agreement dated _____, 2013 between the Port and the City of Burien, which among several items, provides for the City’s construction and operation of a twenty-five (25)-foot wide shared use path in tandem with several storm water facilities in the City’s Northeast Redevelopment Area (the “Project”).
- D. Grantor has agreed to grant Grantee the requested easement for good and valuable consideration related to the terms and conditions set forth in this Easement Agreement as well as the benefits associated with accomplishment of the Project.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1 Granting of Easement.

- 1.1 Easement Purpose. The "Easement Purpose" shall include:
- (a) Access by Grantee parties, including via vehicles with equipment, supplies and labor necessary to perform maintenance of NERA Storm Water Facilities #3, #5, and #6 as identified on Exhibit B (“**NERA Stormwater Facility Locations**”) attached hereto, incorporated by reference and made a part hereof;
 - (b) Maintenance and repair by Grantee, Grantee’s employees, contractors, agents (“Grantee parties”) of the Shared-Use Path and access by foot or vehicles necessary to maintain and repair it;
 - (c) Activities related to construction of the Shared-Use Path;

- (d) Access for vehicles used by police, firefighters, emergency medical personnel to address public health and safety issues or emergencies in the Premises and at the adjacent NERA Storm Water Facilities #3, #5, and #6;
- (e) Access by police and police vehicles for enforcement of laws, rules, regulations and restrictions applicable to the Premises; and
- (f) Travel and recreational use by the public, including walking, hiking, jogging, bicycling, or other human-powered modes of transport; provided that persons who have mobility impairments may use mobility-aid devices to provide an alternate local transportation connection between development and neighborhoods within and outside the NERA. Any recreational use is secondary and incidental to this easement's primary purpose, which is to provide access to the stormwater facilities to be built in the NERA, and to provide a local alternate transportation corridor ("Shared-Use Path Use").

1.2 Grant. Grantor does hereby grant unto Grantee a permanent, exclusive easement ("Easement") over, under, across and through the Premises for the Easement Purpose and for no other purpose provided that Section 14 shall apply in the event that Grantee abandons operation of the Easement area for the Shared-Use Path Use described in Section 1.1(a) or Grantee abandons operation of the storm water facilities referenced in Section 1.1(c). This Easement shall only include such rights in the Premises as shall be necessary for the activities contemplated by this Easement. This Easement is subject to all existing encumbrances of record as identified in those preliminary title commitments issued by First American Title dated August 13, 2013 under guarantee numbers 2137878, 2137879, 2137880, 2137881, 2137882, 2137883, 2137884, 2137885, 2137886, and 2144874.

1.3 Responsibilities of Grantee for Premises.

- 1.3.1 Grantee shall be responsible for all maintenance and repair associated with the Shared-Use Path in the Premises.
- 1.3.2 Grantee shall be responsible for maintaining public health and safety in the Premises.
- 1.3.3 Grantee shall be responsible for regulating and policing the Shared-Use Path to ensure that there is no public assembly, congregation or congestion of persons, bicycles or other vehicles in the Premises that conflict with applicable FAA regulations.
- 1.3.4 Grantee shall be responsible for ensuring that activities within the Premises comply with all laws, regulations, orders, covenants and restrictions. Grantee shall be responsible for proper management of any waste or other materials deposited in the Premises by Grantee, Grantee's agents, officers, employees, invitees or members of the public. Grantee shall regulate to ensure that any

activity in the Premises is compatible with not only Airport uses but also the use and safety of the Approach Transition Zone.

1.3.5 Grantee shall restrict the height of structures, objects of natural growth and other obstructions on the Premises to an elevation of not more than 416 feet Datum NAVD 88.

1.3.6 Grantee shall ensure the use of the Premises does not interfere with landing or taking off of aircraft at the Seattle Tacoma International Airport (the "Airport"), or otherwise constitute an "airport hazard." Any uses that create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and other, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff or maneuvering of aircraft intending to use the airport shall be deemed an airport hazard.

1.4 Term of Easement. The term of the Easement shall be perpetual, unless sooner abandoned under provisions of this Easement.

1.5 Grantee's Representations and Warranties.

1.5.1 Grantee represents and warrants that the bicycle and pedestrian use of the Shared-Use Path Easement will not convert the Premises into a park or recreational facility. Grantee acknowledges that in the event the Premises is deemed to be a public park or recreation area under 49 U.S. C. Section 303, also known as a Section 4(f) use, the ability to use the Premises for Airport-related purposes will be unacceptably compromised or curtailed. Grantee further warrants that any official references to the Premises by the Grantee, whether in speech or writing, will specify that it is an easement to connect to the Burien Loop (as defined and depicted in the Burien Pedestrian and Bicycle Facilities Plan), but the Premises itself is not a park or recreational facility.

1.5.2 Grantee represents and warrants that any recreational use of the Shared-Use Path Easement shall be secondary to its purpose to provide access to the stormwater facilities to be built in the NERA and to provide an alternate local transportation connection between neighborhoods within and outside the NERA.

1.5.3 Grantee represents, warrants and agrees that in the exercise of its easement rights, Grantee will not in any manner interfere with or interrupt the use or operation of the Airport or Airport facilities and that Grantee's easement rights will be subordinated to Airport use and development.

Section 2 Indemnification.

- 2.1 At Grantee's sole expense, Grantee shall indemnify, hold harmless, and defend Grantor from and against any and all claims, lawsuits, damages, liabilities, fines, expenses, fees and costs of any kind, arising from Grantee's intentional misconduct, negligence, or breach of the representations or warranties contained herein or default in the performance of Grantee's responsibilities under the provisions of this Easement. As used in this Section 2.1, the term "Grantee" shall include employees, agents, contractors, and persons entering the Premises under the express or implied invitation of Grantee.
- 2.2 Upon written notice from Grantor, Grantee agrees to assume the defense of any lawsuit or other proceeding brought against Grantor by any entity, relating to any matter covered by this Easement for which Grantee has an obligation to assume liability for and/or save and hold harmless Grantor. Grantee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 3 Environmental Liability Allocation and Potential Costs of Handling Hazardous Substances associated with the Project.

- 3.1 Definition of Hazardous Substances. "Hazardous Substance" shall mean and refer to any hazardous or toxic substance, material or waste, including, but not limited to, (i) those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101), (ii) those substances, materials, and wastes listed by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto), (iii) those substances, materials and wastes listed by the Washington State Department of Ecology as hazardous substances (Washington Administrative Code 173-303 and 173-340), (iv) petroleum products and their derivatives, and (v) such other substances, materials and wastes as are or become regulated or subject to authority by any federal, state, or local jurisdiction under any environmental laws.
- 3.2 Indemnity for pre-existing hazardous substances.
 - 3.2.1 Grantee shall have no obligation to indemnify or defend Grantor, Grantor's agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances, if any, in, under, or on property owned by Grantor.
 - 3.2.2 Grantee shall indemnify or defend Grantor, Grantor's agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the migration of Hazardous Substances regardless of whether they are pre-existing or released by Grantee, if the activities of Grantee, Grantee's agents, officers, employees, invitees, or members of the public in the Premises cause such migration.

- 3.2.3 Grantee shall indemnify or defend Grantor, Grantor's agents, elected officials, officers or employees, from and against any and all liability, loss, damage, expense, actions and claims arising from or related to the actions or omissions of Grantee, or Grantee's breach of its obligations in this Easement, that exacerbate contamination or increase the level of any pre-existing Hazardous Substances to actionable levels.
- 3.3 Waiver and Release. Grantee waives and releases Grantor from any and all liability, loss, damage, expense, actions and claims arising from or related to the pre-existence of any Hazardous Substances, if any, in, under, or on property owned by Grantor or any other condition of the Premises.
- 3.4 Materials Management During Construction. Grantee shall be responsible for conducting and paying for all testing, profiling and proper disposal of any materials generated during construction of the Project, including stormwater, construction debris, contaminated soils, or any other materials, that Grantee determines must be removed from the Easement area and the construction site. Grantee shall provide Grantor with copies of all disposal records documenting the management of such materials.

Section 4 Legal Compliance.

- 4.1 Compliance. Grantee shall observe and comply with any and all laws, including Environmental Laws (as defined below), statutes, regulations, ordinances, orders, covenants, restrictions, and or decisions of any court of competent jurisdiction relating to the use of the Premises. Without waiving Grantor's right to enforce the generality of the foregoing, Grantee shall strictly comply with Federal Aviation Administration ("FAA") regulations related to ensuring that any activity in the Premises is compatible with not only Airport uses but also the use and safety of the Approach Transition Zone and Runway Protection Zone as defined in FAA regulations.
- 4.2 Definition. "Environmental Laws" shall mean and include any and all local, state or federal laws, rules, orders or regulations in effect during the term of this Easement Agreement, or any part of the term hereof, pertaining to environmental regulation, or the use, processing, storage, housing, disposal, generation or transportation of Hazardous Substances, as defined above. Environmental Laws include, but are not limited to, the following federal statutes, amendments thereto, and any enactments by state or local jurisdictions which address similar subjects: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation Recovery Act, the Hazardous and Solid Waste Amendments 1984, the Toxic Substance Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Water Pollution Control Act, the Federal Clean Air Act, the Federal Clean Water Act, the National Environmental Policy Act, the Hazardous Materials Transportation Act, spill prevention and control legislation, and any regulations promulgated with respect to any such statutes.

Section 5 Insurance. Grantee shall provide the following insurance coverage which it shall obtain from commercial insurance carriers and this coverage shall be maintained throughout the term of the Easement.

5.1 Required Coverage.

5.1.1 Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or an equivalent policy form) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Grantee's insurance shall be primary and non-contributory with respect to any insurance the Port carries and apply separately to each insured. The Port shall be named as an additional insured on this policy.

5.1.2 Automobile Liability Insurance on a combined single limit basis for bodily injury and property damage using with a limit of not less than \$1,000,000 per occurrence.

5.1.3 Pollution liability coverage with the Port named as an additional insured on the policy, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy coverage shall extend to all sudden and accidental incidents, claims, damages, and losses, including defense costs that are caused by pollution incidents that arise from the operations of the Grantee.

5.2 Insurance Certificates. Grantee shall submit to the Port a Certificate of Insurance which shows that it has obtained the required coverage(s) and a copy of the additional insured endorsement for the commercial general liability insurance policy and the pollution liability policy. The stated insurance limits shall not be construed as to relieve the Grantee from liability in excess of the limits. All deductibles or self-insurance retentions are the responsibility of Grantee.

5.3 Self Insurance. Grantee shall have the option of providing a program of self-insurance in lieu of commercial insurance. "Self-Insurance" shall mean that Grantee is acting as though it were the insurance company providing the required insurance. Grantee will have to provide evidence to the Port that Grantee's self-insurance program demonstrates a financial worth of sufficient capacity to finance claims, losses, and defense obligations that would otherwise be covered by the commercial insurance specified above. If the Port does not accept in whole or in part, Grantee's self-insurance program, Grantee shall provide commercial insurance as required by this Section.

Section 6. Grantor's Use of the Premises. Grantor, its successors and assigns, may use the Premises only for uses specifically granted in the Easement Purpose, for as long as it does not interfere with the Easement Purpose as described in Section 1.1, and as long as it is not inconsistent with the rights herein granted and is subject to the conditions of this Agreement. .

6.1 Grantor's reservation of rights.

6.1.1 Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public the right of flight for the passage of aircraft in and through the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from, or operating on the Airport.

This reservation of right is for the free and unobstructed use and passage of all types of aircraft in and through the airspace over or in the vicinity of the Premises, with such use and passage to be unlimited as to frequency, type of aircraft, and proximity. Grantee further waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, and shall include, but is not limited to, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting persons or property through the air.

6.1.2 Grantor reserves unto itself, its successors and assigns, the continuing right to prevent the erection or growth upon the Premise of any building, structure, tree, or other object that extends into the airspace above said Premises. The Grantor reserves a right of ingress to, egress from and passage over the Premises to remove the offending structure or object, and to cut the offending growth, all at the expense of the Grantee, in the event the aforesaid covenant is breached.

6.1.3 Grantor reserves the right to cause in all airspace above or in the vicinity of the surface of the Premises such noise, vibrations, fumes, deposits of dust or other particulate matter, fuel particles (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communications and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft over or in the vicinity of the Premises or in landing at or taking off from or operating at or on the Airport.

6.2 Grantee's waiver and release relating to Grantor's reservation of rights. Grantee does hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantor, its successor and assigns, due to such noise vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on the Airport

Section 7. Construction Standard of Care. Grantee shall secure all necessary permits and authorizations necessary to construct and operate facilities. Grantee shall perform all construction activities associated with its completion of the Project in compliance with all federal, state, and local laws, including Environmental Laws and with the terms of this Easement Agreement. Grantee shall exercise reasonable care in the performance of all its activities and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 8. Ownership of Project Improvements. Unless otherwise provided in this Agreement or in other approvals or agreements, Grantee shall own the Project improvements made within the Easement area, including, without limitation, improvements constructed by either party at the cost and expense of Grantee. Nothing in this Agreement, however, shall be construed as granting to Grantee any interest or right in the Easement or the improvements within the Easement other than the rights expressly provided herein.

Section 9. Operations. Grantee shall operate, maintain, and repair the Project located within the Easement in compliance with all federal, state, and local laws and in a manner consistent with industry standards. Grantee shall exercise reasonable care in the performance of all its activities within the Easement and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

Section 10. Liens and Encumbrances. Grantee shall, at its sole cost, keep the Easement free and clear of any liens or other encumbrances arising out of Grantee's activities under this Easement.

Section 11. Transfer of Interests. Grantee shall not assign or transfer this Easement, or any interest therein to any entity other than a successor agency that would operate and maintain the Project, without the express written consent of Grantor. Such consent shall not be unreasonably withheld.

Section 12. Binding Effect. This Easement shall inure to the benefit of Grantee, its successors and/or assigns and shall be binding upon the Easement and Grantor, and their respective heirs, successors and/or assigns.

Section 13. Authority to Execute Easement. Grantor covenants that Grantor is the lawful owner of the Premises and has a good and lawful right to execute this Easement.

Section 14. Termination and Reversion Upon Abandonment. Either party may terminate this Easement upon thirty (30) days written notice to the other in the event that Grantee or its successor agency permanently ceases operation or maintenance of the Premises in accordance with Grantee's responsibilities in Section 1.3, or in the event that Grantee or its successor agency does not construct some portion of the Project within the Easement area. In the event that the Easement terminates, all of the Grantee's rights to the Easement shall cease and all rights hereunder shall revert to Grantor, except that the continuing obligations contained in Section 3 shall survive termination.

Section 15. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantee:

City of Burien
400 SW 152nd Street, Suite 300
Burien, WA 98166
Attention: Public Works Director
Copy to: _____

If to Grantor:

Port of Seattle
P.O. Box 1209
Seattle, WA 98111
Attention: _____
Copy to: General Counsel

Section 16. Nondiscrimination.

- 16.1 Grantee, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this easement, for a purpose for which a United States Department of Transportation/Federal Aviation Administration program or activity is extended or for another purpose involving the provision of similar services or benefits, Grantee shall maintain and operate such facilities and services in compliance with all requirements imposed by the "Acts and Regulations" (as may be amended) such that no person on the grounds of race, color or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination I the use of said facilities. The "Acts and Regulations" referenced in this Section mean Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the secretary, part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations and Acts may be amended.
- 16.2 Grantee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said

facilities, (ii) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (iii) Grantee shall use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- 16.3 Grantee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Grantee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates Grantee or any transferee for the longer of the following periods: (i) the period during which the property is used for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Port or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.
- 16.4 Grantee will, at the timely request of the Port, (a) provide access to records, facilities and staff as necessary to comply with DOT/FAA compliance reviews and/or complaint investigations conducted by the DOT/FAA; and (b) provide information needed for preparation of necessary reports or to meet evaluation requirements of the DOT/FAA.
- 16.5 Grantee hereby assures that it will include the above clauses in any subcontract(s) approved by the Port and cause subcontractor(s) to similarly include clauses in further subcontracts

Section 17 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit C ("**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located.

Section 18 Miscellaneous.

- 18.1 Washington Law. All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive laws of the State of Washington without regard to conflicts of law provisions.

- 18.2 Venue. To the fullest extent permitted by law, any dispute arising under or in connection with this Easement Agreement or related to any subject matter which is the subject of this Easement Agreement shall be subject to the sole and exclusive jurisdiction of King County Superior Court. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive. Each party hereto hereby irrevocably consents to the jurisdiction of King County Superior Court in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court and that any such dispute which is brought in such court has been brought in an inconvenient forum.
- 18.3 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.
- 18.4 Severability. If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- 18.5 Entire Understanding. This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein; provided, however, nothing herein is intended to terminate any surviving obligation of Grantor or Grantee of their respective obligations to defend or hold each other harmless in any prior written agreement between the parties involving the Premises.
- 18.6 Time is of the Essence. Time is of the essence for the performance of this Easement Agreement.

[Signature page follows]

Witness the execution of this Easement Agreement as of the date first set forth above.

Grantor:

Port of Seattle, a Washington municipal corporation

By: _____

Name:

Title:

Grantee:

City of Burien, a Washington municipal corporation

By: _____

Name:

Title:

[Acknowledgment page follows]

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name) _____

Residing at _____

My appointment expires: _____

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated:

Signature:

Notary Public in and for the State of Washington

Notary (print name)

Residing at

My appointment expires:

EXHIBIT A-1

SHARED-USE PATH EASEMENT AFFECTED PROPERTIES

Parcel No. 202304-9239

That portion of the Northeast quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:

BEGINNING at a point on the Westerly line of said subdivision 792 feet south of the Northwest corner thereof;

Thence South 89°28'14" East, 287.26 feet to Des Moines Way;

Thence Southwesterly along Des Moines Way 120 feet;

Thence Northwesterly to a point on the West line of said subdivision, 13 feet south of the POINT OF BEGINNING;

Thence North to the POINT OF BEGINNING;

Except that portion thereof condemned in King County Superior Court Cause number 705679 for Secondary State Highway No. 1-K.

Parcel No. 202304-9251

That portion of the Northeast quarter of the Northeast quarter of Section 20, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:

BEGINNING at a point on the West line of said subdivision at a point 692.00 feet south of the North line thereof;

Thence on said West line South 100.00 feet;

Thence East parallel with the North line of said subdivision 304.766 feet, more or less, to the Northwest line of Des Moines Way;

Thence on said Northwest line Northeasterly 122.42 feet to a point to a point East of the point of beginning on a line parallel with the North line of said subdivision;

Thence West parallel with the North line of said subdivision 376.155 feet, more or less, to the POINT OF BEGINNING;

Except the West 100 feet thereof.

Parcel No. 202304-9250

Beginning at the Northeast corner of Section 20, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington;

Thence West along the North line of said Section 1320 feet;

Thence South 575 feet to the true POINT OF BEGINNING;

Thence South 117 feet;

Thence East 376.15 feet, more or less, to the Westerly line of Des Moines Way;

Thence Northeasterly along said Way line 143.24 feet to a point East of the true POINT OF BEGINNING;

Thence West 459.68 feet, more or less, to the true POINT OF BEGINNING.

Parcel No. 553090-TRCT C

Tract C, Miller Court, according to the plat thereof recorded in Volume 192 of Plats, Page(s) 88 and 89, in King County, Washington;

Parcel No. 553090-TRCT A

Tract A, Miller Court, according to the plat thereof recorded in Volume 192 of Plats, Page(s) 88 and 89, in King County, Washington;

Parcel No. 553090-0060

Lot 6 of Plat of Miller Court, according to plat recorded in Volume 192 of Plats, Page(s) 88 and 89, in King County, Washington;

Together with an undivided interest in Tract C of said Plat.

Parcel No. 553090-0030

Lot 3 of Plat of Miller Court, according to plat recorded in Volume 192 of Plats, Page(s) 88 and 89, in King County, Washington;

Together with an undivided interest in Tract C of said Plat.

Parcel No. 553090-0020

Lot 2 of Plat of Miller Court, according to plat recorded in Volume 192 of Plats at Page(s) 88 and 89, in King County, Washington;

Together with an undivided interest in Tracts B and C of said Plat.

Parcel No. 553090-0010

Lot 1 of Plat of Miller Court, according to plat recorded in Volume 192 of Plats, Page(s) 88 and 89, in King County, Washington;

Parcel No. 172304-9198

That portion of the south half of the southeast quarter of the southeast quarter of Section 17, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington. Described as follows:

Beginning at the intersection of the westerly margin of Des Moines Highway as it existed on January 2, 1969 with a line 30 feet north of and parallel to the south line of said subdivision; Thence westerly along the northerly margin of South 144th Street a distance of 195 feet to the TRUE POINT OF BEGINNING;
Thence northerly along a line parallel to the westerly line of said subdivision to the intersection with the southerly line of the northerly 322.20 feet of the south half of the southeast quarter of the southeast quarter,
Thence westerly along said line to the east line of the west 415.70 feet of said subdivision;
Thence northerly along the east line of the said west 415.70 feet of said subdivision to the southerly line of the north 173 feet of the south half of the southeast quarter of the southeast quarter;
Thence westerly along the southerly line of the said north 173 feet of the south half of the southeast quarter of the southeast quarter to the westerly line of said subdivision;
Thence southerly along the westerly line of said subdivision to a point 30 feet north of said south line of said subdivision,
Thence easterly along a line 30 feet north of and parallel to the south line of said subdivision to the TRUE POINT OF BEGINNING;

Together with easements for ingress and egress over and across the westerly 25 feet and the southerly 20 feet of the following described property, to wit:

That portion of the south half of the southeast quarter of the southeast quarter of Section 17, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington. Described as follows:

Beginning at the intersection of the westerly margin of Des Moines Highway as it existed on January 2, 1969 with a line 30 feet north of and parallel to the south line of said subdivision, Thence northerly along said westerly highway margin a distance of 90 feet to the TRUE POINT OF BEGINNING of the tract of land herein described;

Thence westerly parallel to the southerly margin of said southeast quarter of the southeast quarter a distance of 103.07 feet;
Thence northerly parallel to the westerly line of said southeast quarter of the southeast quarter a distance of 44.54 feet;
Thence westerly parallel to the southerly line of said subdivision a distance of 75 feet,
Thence northerly parallel to the westerly line of said subdivision to an intersection with the south line of the north 322.30 feet of said south half of the southeast quarter of the southeast quarter;
Thence east on said line to westerly margin of said Des Moines Highway;
Thence southerly along said westerly margin to the TRUE POINT OF BEGINNING;

Except that portion of said property previously conveyed to Theodore C. Lund and Jeanne Lund, by deed dated August 10, 1959, in partial fulfillment of real estate contract dated October 4, 1957 and recorded under Recording Number 4842284, which deed of August 10, 1959, in partial fulfillment of said contract is recorded under Recording Number 5067494;

Also except that portion thereof conveyed to King County by deed recorded under Recording Number 7212180143.

Parcel No. 172304-9058

Beginning at a point on the north line of the south half of the Southeast Quarter of the Southeast Quarter of Section 17, Township 23 North, Range 4 East, W.M., in King County, Washington, distant 300 feet west of the intersection of said north line with the westerly line of Des Moines Way, thence south at right angles to said north line 95 feet, thence east parallel to said north line of said subdivision 289.09 feet to the westerly line of said Des Moines Way, thence southerly along said westerly line of Des Moines Way 78.51 feet to an intersection with a line 173 feet south of and parallel to the north line of said subdivision, thence west along said parallel line 709.32 feet to the west line of said subdivision, thence northerly along said west line 173 feet to the northwest corner of said subdivision; thence east along said north line 430.26 feet to the place of beginning.

Together with that certain easement for water lines recorded under Recording Number 5059085.

Parcel No. 172304-9106

The east 99 feet of the west 231 feet of the northwest quarter of the southeast quarter of the southeast quarter of Section 17, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington;
Except the north 440 feet thereof.

Parcel No. 172304-9083

The west 132 feet of the northwest quarter of the southeast quarter of the southeast quarter of Section 17, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington;
Except the north 30 feet thereof for County road (South 140th Street).

Parcel No. 172304-9220

That portion of the east three-tenths of the northeast quarter of the southwest quarter of the southeast quarter of Section 17, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the quarter corner common to Sections 17 and 20 in said Township and Range;

Running thence North 1°29'03" East along the center line of said Section 17 a distance of 1289.88 feet to the northerly line of the southwest quarter of the southeast quarter;
Thence South 88°36'04" East along said northerly line 1214.52 feet;
Thence South 1°21'52" West 20 feet to a point on the southerly line of South 140th Street, which point is the TRUE POINT OF BEGINNING of the tract herein described;

Thence continuing South 1°21'52" West 630.98 feet, to the southerly line of said northeast quarter of the southwest quarter of the southeast quarter;
Thence South 88°18'59" East along said southerly line, 87.37 feet;
Thence North 1°20'36" East 631.42 feet, to the southerly line of said South 140th Street;
Thence North 88°36'04" West along said southerly line 87.26 feet to the TRUE POINT OF BEGINNING.

Parcel No. 172304-9269

That portion of the east three-tenths of the northeast quarter of the southwest quarter of the southeast quarter of Section 17, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the quarter corner common to Sections 17 and 20 in said Township and Range; and running

Thence North 1°29'03" East along the center line of said Section 17 a distance of 1289.88 feet to the northerly line of the southwest quarter of the southeast quarter;
Thence South 88°36'04" East along said northerly line 1106.52 feet to the westerly line of said east three-tenths of the northeast quarter of the southwest quarter of the southeast quarter;
Thence South 1°21'52" West along said westerly line 20 feet to a point on the southerly line of South 140th Street, which point is the TRUE POINT OF BEGINNING of the tract herein described;

Thence continuing South 1°21'52" West along said westerly line 630.45 feet, more or less, to the southerly line of said northeast quarter of the southwest quarter of the southeast quarter;
Thence South 88°18'59" East along said southerly line 108.24 feet;
Thence North 1°21'10" East 630.98 feet, more or less, to the southerly line of said 140th Street;
Thence North 88°36'04" West along said southerly line 108 feet to the TRUE POINT OF BEGINNING.

EXHIBIT A-1 (CONT'D)

SHARED-USE PATH EASEMENT ALIGNMENT LEGAL DESCRIPTION

That portion of the Northeast Quarter of Section 20 lying within a strip of land 25.00 feet wide, lying 15.00 feet to the left and 10 feet to the right of the following described line;

Commencing at the northeast corner of Section 20, Township 23 North, Range 4 East, W.M., King County, Washington;

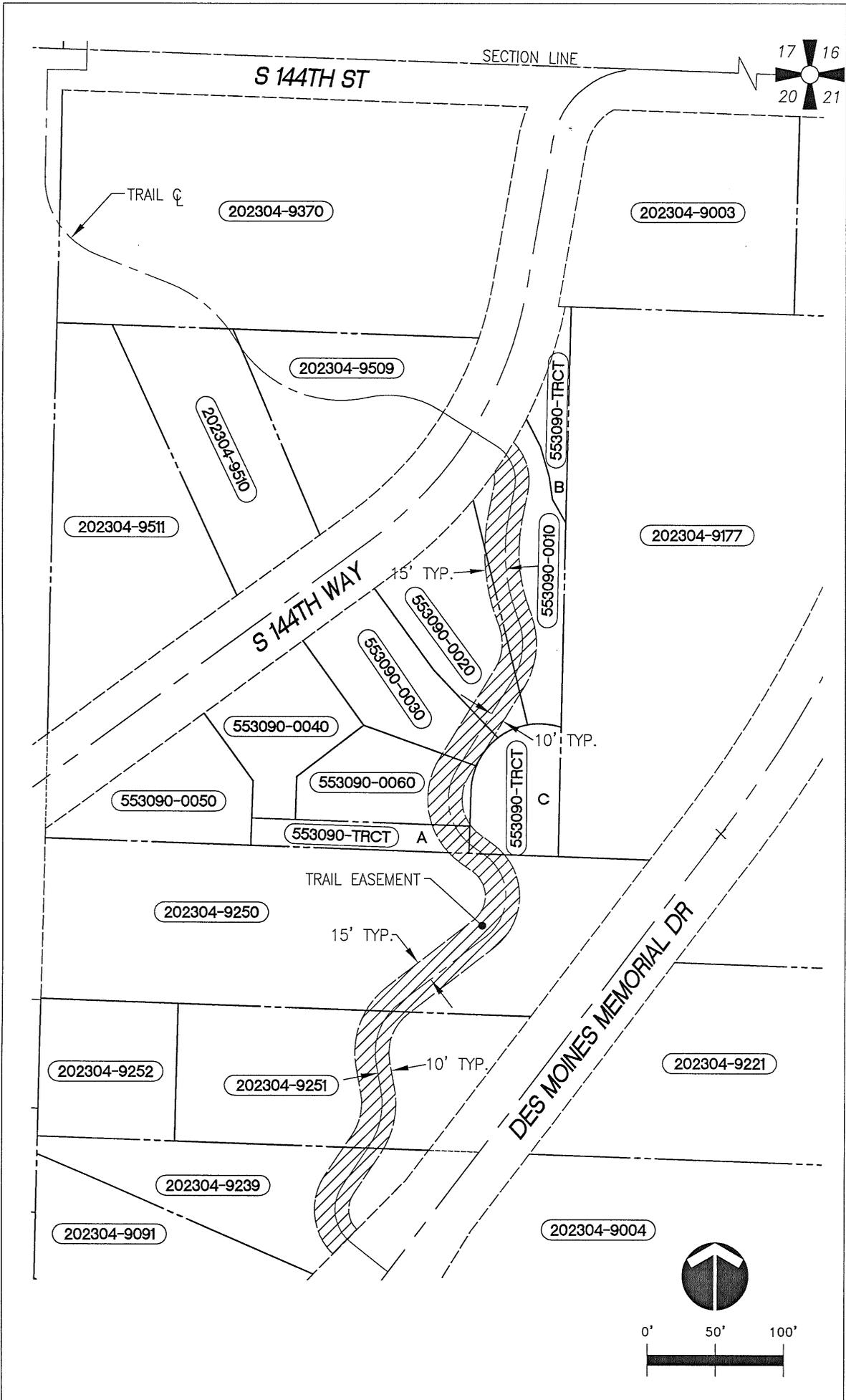
thence N.88°02'01"W. along the north line of said Section 20, a distance of 1305.05 feet to the northwest corner of the Northeast Quarter of the Northeast Quarter of said Section;
thence leaving said north section line S.01°17'50"W. along the west line of said subdivision line, 792.00 feet;
thence leaving said west subdivision line S.88°02'01"E. parallel to said north section line, 322.85 feet, to the centerline of Des Moines Memorial Drive;
thence S.37°12'53"W. along said centerline, 109.51 feet to the TRUE POINT OF BEGINNING of the strip line herein described;

thence leaving said centerline, N.51°49'53"W., a distance of 34.74 feet to the point of curve right for a 30.00 foot radius curve;
thence along the arc of said curve right through a central angle of 85°24'35", a distance of 44.72 feet;
thence N.33°34'43"E., 36.34 feet to the point of curve left for a 55.00 foot radius curve;
thence along the arc of said curve left through a central angle of 44°01'48", a distance of 42.27 feet; thence N.10°27'06"W., 19.55 feet to the point of curve right for a 45.00 foot radius curve;
thence along the arc of said curve right through a central angle of 62°47'03", a distance of 49.31 feet; thence N.52°19'57"E., 79.61 feet to the point of curve left of a 37.00 foot radius curve;
thence along the arc of said curve left through a central angle of 106°50'49", a distance of 69.00 feet; thence N.54°30'52"W., 11.01 feet to the point of curve right of a 42.00 foot radius curve;
thence along the arc of said curve right through a central angle of 86°29'59", a distance of 63.41 feet;
thence N.31°59'06"E., 76.04 feet to the point of curve left of a 50.00 foot radius curve;
thence along the arc of said curve left through a central angle of 51°52'14", a distance of 45.27 feet; thence N.19°53'07"W., 5.83 feet to the point of curve right for a 130.00 foot radius curve;
thence along the arc of said curve right through a central angle of 31°16'07", a distance of 70.95 feet; thence N.11°22'59"E., 20.90 feet to the point of curve left of a 30.00 foot radius curve;
thence along the arc of said curve left through a central angle of 69°37'45", a distance of 36.46 feet; thence N.58°14'46"W., 48.78 feet to the point of curve left of a 70.00 foot radius curve;
thence along the arc of said curve left through a central angle of 44°17'25", a distance of 54.11 feet to the point of reverse curve right of a 90.00 foot radius curve;
thence along the arc of said curve right through a central angle of 71°35'44", a distance of 112.46 feet to the point of reverse curve left of a 100.00 foot radius curve;
thence along the arc of said curve left through a central angle of 37°23'46", a distance of 65.27 feet;

thence N.68°20'13"W., 56.64 feet to the point of curve right of a 60.00 foot radius curve;
thence along the arc of said curve right through a central angle of 69°36'55", a distance of 72.90
feet; thence N.01°16'42"E., 78.00 feet;
thence S.88°47'32"E., 28.50 feet; thence N.00°51'12"E., 15.03 feet to a point on the north line of
said Section, being the Point of Termination of herein described line, the Northeast Corner of
said Section bears S.88°02'01"E., 1,287.95 feet.

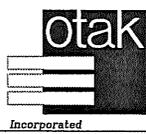
Except that portion lying within public streets.

EXHIBIT A-1 (CONT'D)



WCL
 Designed GSO
 Drawn WCL 10/27/13
 Checked By _____ Date _____

BURIEN NERA
 PORT OF SEATTLE PROPERTIES
 A PORTION OF S. 20, TWP. 23 N.,
 R. 4 E., W.M.


 10230 NE Points Drive
 Suite 400
 Kirkland, Washington 98033
 Phone: (425) 822-4446
 FAX: (425) 827-9577

31235B
 Project No. _____
 File No. _____
 1 OF 1
 Sheet No. _____

EXHIBIT A-2

SHARED-USE PATH EASEMENT AFFECTED PROPERTIES

Parcel No. 172304-9198

That portion of the south half of the southeast quarter of the southeast quarter of Section 17, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington.
Described as follows:

Beginning at the intersection of the westerly margin of Des Moines Highway as it existed on January 2, 1969 with a line 30 feet north of and parallel to the south line of said subdivision; Thence westerly along the northerly margin of South 144th Street a distance of 195 feet to the TRUE POINT OF BEGINNING;

Thence northerly along a line parallel to the westerly line of said subdivision to the intersection with the southerly line of the northerly 322.20 feet of the south half of the southeast quarter of the southeast quarter,

Thence westerly along said line to the east line of the west 415.70 feet of said subdivision;

Thence northerly along the east line of the said west 415.70 feet of said subdivision to the southerly line of the north 173 feet of the south half of the southeast quarter of the southeast quarter;

Thence westerly along the southerly line of the said north 173 feet of the south half of the southeast quarter of the southeast quarter to the westerly line of said subdivision;

Thence southerly along the westerly line of said subdivision to a point 30 feet north of said south line of said subdivision,

Thence easterly along a line 30 feet north of and parallel to the south line of said subdivision to the TRUE POINT OF BEGINNING;

Together with easements for ingress and egress over and across the westerly 25 feet and the southerly 20 feet of the following described property, to wit:

That portion of the south half of the southeast quarter of the southeast quarter of Section 17, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington.
Described as follows:

Beginning at the intersection of the westerly margin of Des Moines Highway as it existed on January 2, 1969 with a line 30 feet north of and parallel to the south line of said subdivision, Thence northerly along said westerly highway margin a distance of 90 feet to the TRUE POINT OF BEGINNING of the tract of land herein described;

Thence westerly parallel to the southerly margin of said southeast quarter of the southeast quarter a distance of 103.07 feet;

Thence northerly parallel to the westerly line of said southeast quarter of the southeast quarter a distance of 44.54 feet;

Thence westerly parallel to the southerly line of said subdivision a distance of 75 feet,
Thence northerly parallel to the westerly line of said subdivision to an intersection with the south line of the north 322.30 feet of said south half of the southeast quarter of the southeast quarter;
Thence east on said line to westerly margin of said Des Moines Highway;
Thence southerly along said westerly margin to the TRUE POINT OF BEGINNING;
Except that portion of said property previously conveyed to Theodore C. Lund and Jeanne Lund, by deed dated August 10, 1959, in partial fulfillment of real estate contract dated October 4, 1957 and recorded under Recording Number 4842284, which deed of August 10, 1959, in partial fulfillment of said contract is recorded under Recording Number 5067494;

Also except that portion thereof conveyed to King County by deed recorded under Recording Number 7212180143.

Parcel No. 172304-9058

Beginning at a point on the north line of the south half of the Southeast Quarter of the Southeast Quarter of Section 17, Township 23 North, Range 4 East, W.M., in King County, Washington, distant 300 feet west of the intersection of said north line with the westerly line of Des Moines Way, thence south at right angles to said north line 95 feet,
thence east parallel to said north line of said subdivision 289.09 feet to the westerly line of said Des Moines Way, thence southerly along said westerly line of Des Moines Way 78.51 feet to an intersection with a line 173 feet south of and parallel to the north line of said subdivision, thence west along said parallel line 709.32 feet to the west line of said subdivision, thence northerly along said west line 173 feet to the northwest corner of said subdivision; thence east along said north line 430.26 feet to the place of beginning.

Together with that certain easement for water lines recorded under Recording Number 5059085.

Parcel No. 172304-9106

The east 99 feet of the west 231 feet of the northwest quarter of the southeast quarter of the southeast quarter of Section 17, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington;
Except the north 440 feet thereof.

Parcel No. 172304-9083

The west 132 feet of the northwest quarter of the southeast quarter of the southeast quarter of Section 17, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington;
Except the north 30 feet thereof for County road (South 140th Street).

Parcel No. 172304-9220

That portion of the east three-tenths of the northeast quarter of the southwest quarter of the southeast quarter of Section 17, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the quarter corner common to Sections 17 and 20 in said Township and Range;

Running thence North 1°29'03" East along the center line of said Section 17 a distance of 1289.88 feet to the northerly line of the southwest quarter of the southeast quarter;

Thence South 88°36'04" East along said northerly line 1214.52 feet;

Thence South 1°21'52" West 20 feet to a point on the southerly line of South 140th Street, which point is the TRUE POINT OF BEGINNING of the tract herein described;

Thence continuing South 1°21'52" West 630.98 feet, to the southerly line of said northeast quarter of the southwest quarter of the southeast quarter;

Thence South 88°18'59" East along said southerly line, 87.37 feet;

Thence North 1°20'36" East 631.42 feet, to the southerly line of said South 140th Street;

Thence North 88°36'04" West along said southerly line 87.26 feet to the TRUE POINT OF BEGINNING.

Parcel No. 172304-9269

That portion of the east three-tenths of the northeast quarter of the southwest quarter of the southeast quarter of Section 17, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the quarter corner common to Sections 17 and 20 in said Township and Range; and running

Thence North 1°29'03" East along the center line of said Section 17 a distance of 1289.88 feet to the northerly line of the southwest quarter of the southeast quarter;

Thence South 88°36'04" East along said northerly line 1106.52 feet to the westerly line of said east three-tenths of the northeast quarter of the southwest quarter of the southeast quarter;

Thence South 1°21'52" West along said westerly line 20 feet to a point on the southerly line of South 140th Street, which point is the TRUE POINT OF BEGINNING of the tract herein described;

Thence continuing South 1°21'52" West along said westerly line 630.45 feet, more or less, to the southerly line of said northeast quarter of the southwest quarter of the southeast quarter;

Thence South 88°18'59" East along said southerly line 108.24 feet;

Thence North 1°21'10" East 630.98 feet, more or less, to the southerly line of said 140th Street;

Thence North 88°36'04" West along said southerly line 108 feet to the TRUE POINT OF BEGINNING.

EXHIBIT A-2 (CONT'D)

SHARED-USE PATH EASEMENT ALIGNMENT LEGAL DESCRIPTION

That portion of those parcels listed above, lying westerly of the following described line;

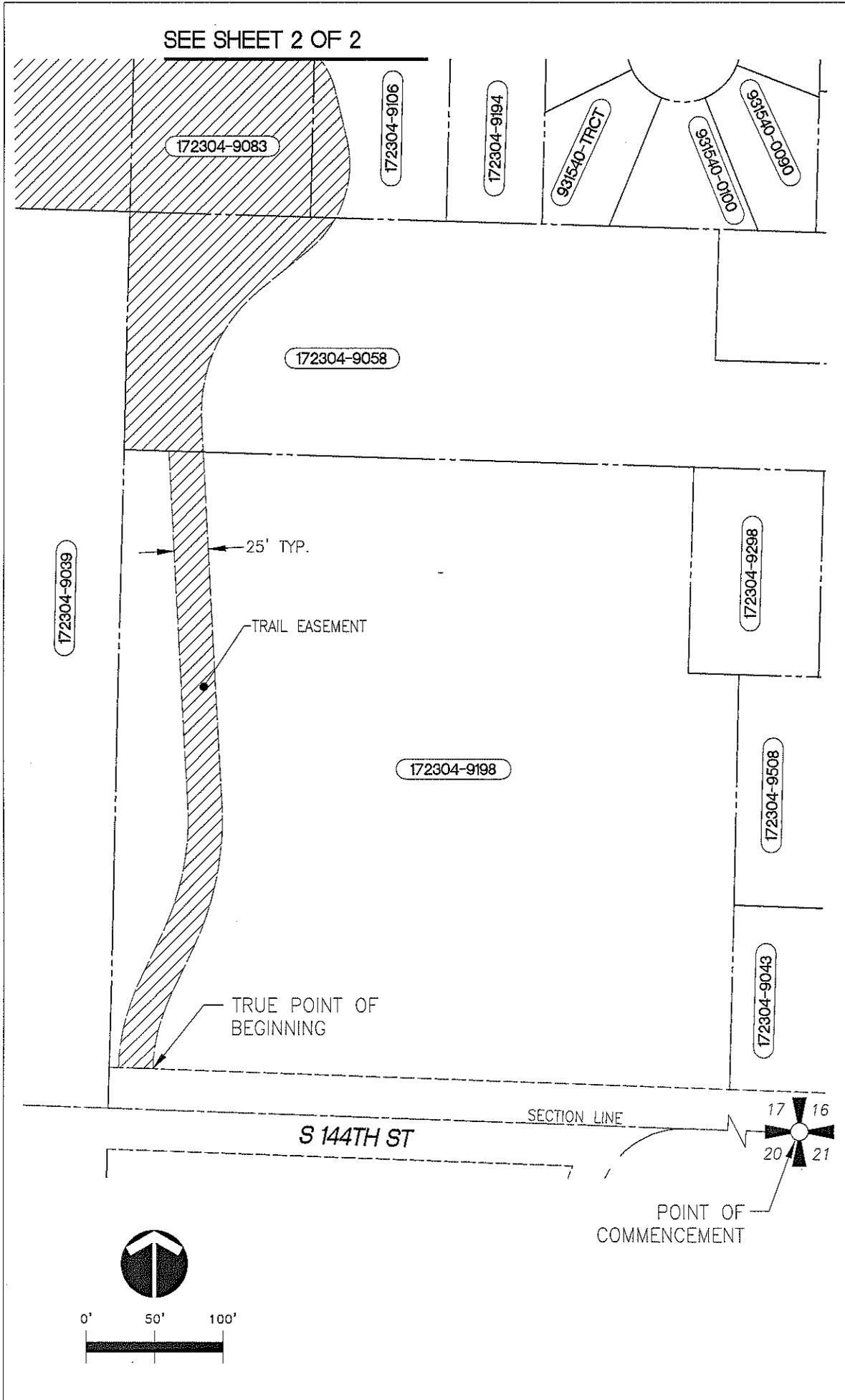
Commencing at the Southeast Corner of Section 17, Township 23 North, Range 4 East, W.M., King County, Washington;

thence N.88°02'01"W. along the south line of said Section 17, a distance of 1287.95 feet;
thence N.00°51'12"E., 27.57 feet to the point of curve right of a 150.00 foot radius curve;
thence along the arc of said curve right through a central angle of 0°55'53", a distance of 2.44 feet to the north margin of S 144th Street;
thence along said north margin S.88°02'01"E., 15.00 feet to the TRUE POINT OF BEGINNING of the line herein described;

thence along a non-tangent 135.00 foot radius curve to the right, the radius of which bears S.88°14'08"E., through a central angle of 23°50'36", a distance of 56.18 feet;
thence N.25°36'28"E., 38.08 feet to the point of curve left of a 215.00 foot radius curve;
thence along the arc of said curve left through a central angle of 28°44'40", a distance of 107.86 feet; thence N.03°08'12"W., 277.17 feet to the point of curve right of a 115.00 foot radius curve;
thence along the arc of said curve right through a central angle of 54°06'56", a distance of 108.62 feet;
thence N.50°58'44"E., 46.49 feet to the point of curve left of a 80.00 foot radius curve; thence along the arc of said curve left through a central angle of 64°43'48", a distance of 90.38 feet;
thence N.13°45'04"W., 36.89 feet to the point of curve left of a 55.00 foot radius curve;
thence along the arc of said curve left through a central angle of 38°26'17", a distance of 36.90 feet; thence N.52°11'22"W., 97.26 feet to the point of curve right of a 25.00 foot radius curve;
thence along the arc of said curve right through a central angle of 46°30'33", a distance of 20.29 feet; thence N.05°40'49"W., 144.30 feet to the point of curve left of a 80.00 foot radius curve;
thence along the arc of said curve left through a central angle of 75°49'05", a distance of 105.86 feet; thence N.81°29'53"W., 31.81 feet to the point of curve right of a 45.00 foot radius curve;
thence along the arc of said curve right through a central angle of 99°59'23", a distance of 78.53 feet; thence N.18°29'30"E., 29.63 feet to the point of curve left of a 95.00 foot radius curve;
thence along the arc of said curve left through a central angle of 49°27'09", a distance of 82.00 feet; thence N.30°57'39"W., 20.64 feet to the point of curve right of a 45.00 foot radius curve;
thence along the arc of said curve right through a central angle of 32°13'03", a distance of 25.30 feet; thence N.01°15'24"E., 11.02 feet to the south margin of S 140th Street;
thence along said south margin N.88°34'56"W., 15.00 feet;
thence leaving said margin N.01°15'24"E., 20.00 feet to the north line of South Half of the Southeast Quarter of said Section being the Point of Termination of herein described line from which the northeast corner of the Southeast Quarter of the Southeast Quarter of said Section bears S.88°34'56"E., 1453.59 feet.

Except that portion lying within public streets.

EXHIBIT A-2 (CONT'D)



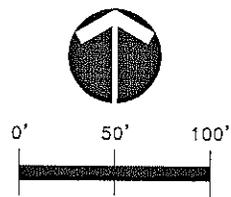
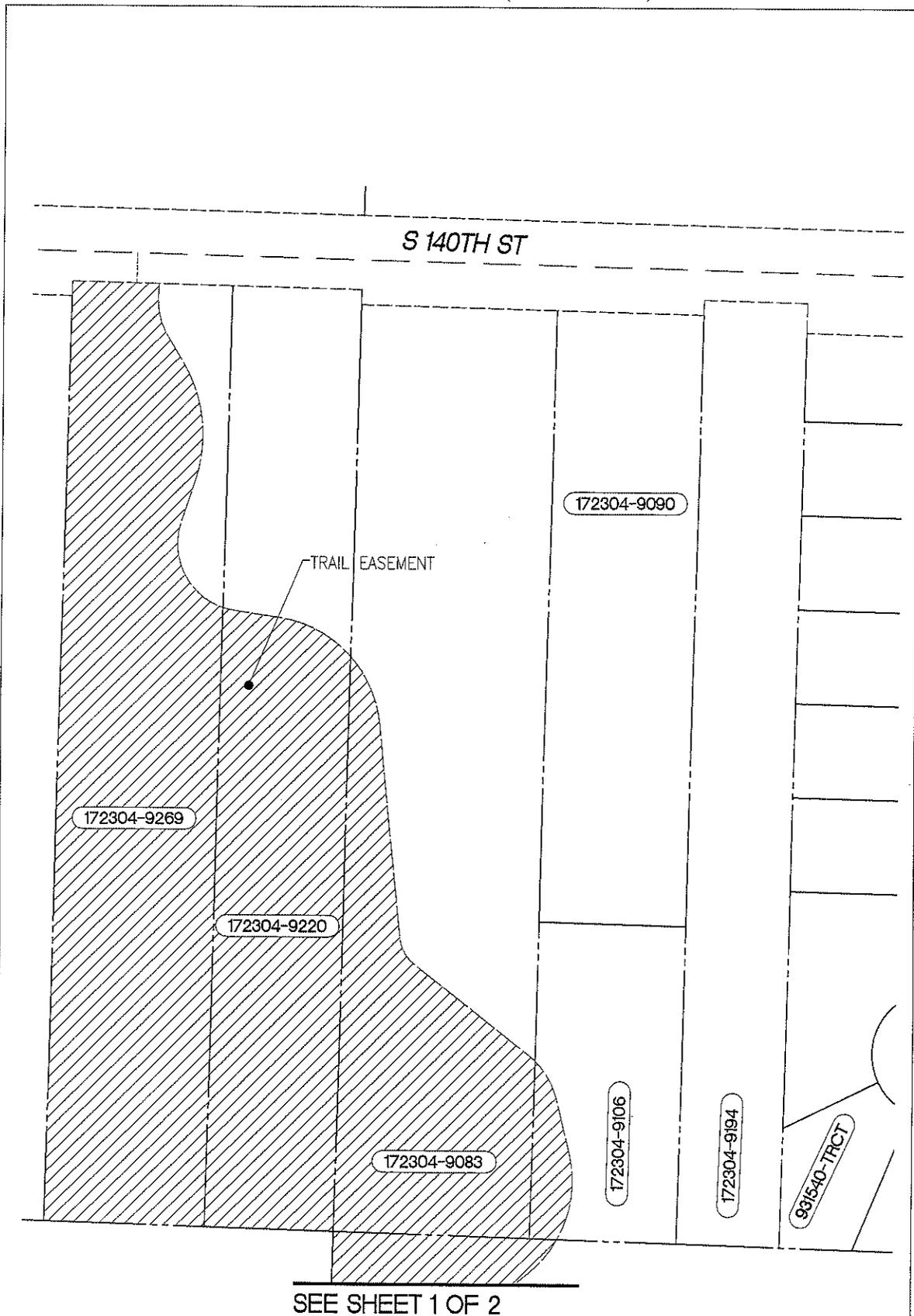
WCL
 Designed
 GSO
 Drawn
 WCL 10/27/13
 Checked By
 Date

BURIEN NERA
 PORT OF SEATTLE PROPERTIES
 A PORTION OF S. 17, TWP. 23 N.,
 R. 4 E., W.M.

otak 10230 NE Points Drive
 Suite 400
 Kirkland, Washington 98033
 Phone: (425) 822-4446
 FAX: (425) 827-9577

31235B
 Project No.
 File No.
 1 OF 2
 Sheet No.

EXHIBIT A-2 (CONT'D)



WCL
 Designed GSO
 Drawn WCL 10/27/13
 Checked By _____ Date _____

BURIEN NERA
 PORT OF SEATTLE PROPERTIES
 A PORTION OF S. 17, TWP. 23 N.,
 R. 4 E., W.M.


 10230 NE Points Drive
 Suite 400
 Kirkland, Washington 98033
 Phone: (425) 822-4446
 FAX: (425) 827-9577

31235B
 Project No.
 File No. 2 OF 2
 Sheet No.

EXHIBIT B

NERA STORMWATER FACILITY LOCATIONS

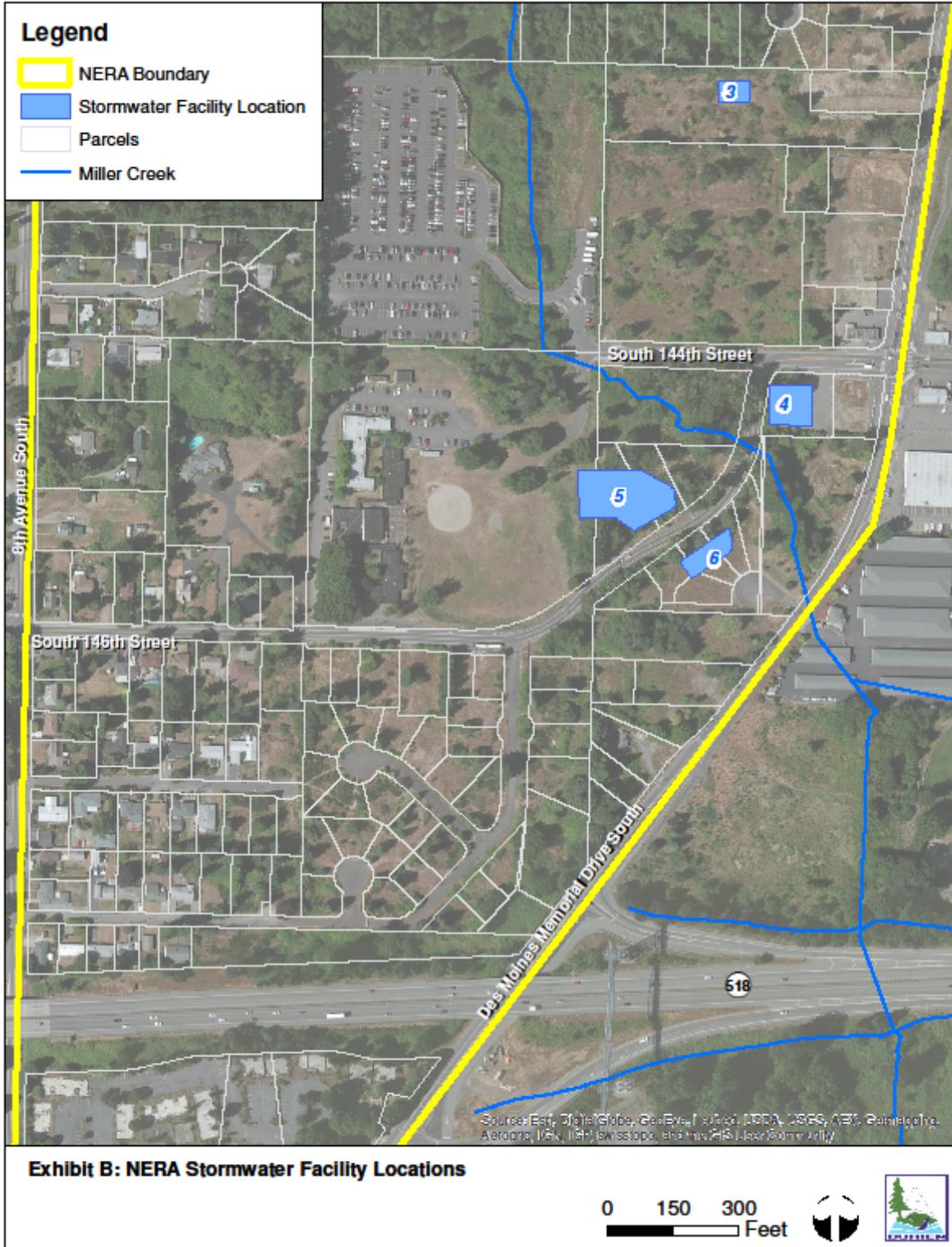


Exhibit C to the Easement has been removed from the packet to conserve paper – but is available upon request. It consists of an abbreviated form of the easement and the same legal descriptions as provided in Exhibit A to the Easement.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Attachment 2

Northwest Mountain Region
Seattle Airports District Office
1601 Lind Avenue S.W., Suite 250
Renton, Washington 98057-3356

November 12, 2013

Mr. Mark Reis
Managing Director
Port of Seattle
PO Box 68727
Seattle, WA 98168

Dear Mr. Reis:

The purpose of this letter is to communicate to the Port of Seattle (Port) that the FAA has completed its review of the Inter Local Agreement (ILA) provided on November 7, 2013 between the Port and the City of Burien (City) with respect to the Northeast Redevelopment Area (NERA) and do not have any objections to the language within this agreement. This letter should not be construed to be FAA approval of this ILA, as the FAA is not a party to this agreement. However, the ILA does not appear to violate any federal grant obligations and is consistent with the FAA revenue use policy. Also, the land use for NERA, as described in this agreement as well as what has been presented for the redevelopment of NERA, is consistent with land use compatibility policy and wildlife hazard mitigation.

As the City and Port move forward with this redevelopment, it will always be the responsibility of the Port to comply with current and future grant obligations, and should continue to be able to demonstrate that financial transactions are consistent with airport revenue use policy. The FAA also has the following comments:

- The FAA agrees with the Ports desire to have more flexibility with regard to land uses within the NERA, and has concluded that the Port and City should be allowed to redevelop all lands within NERA (excluding the Runway Protection Zone) into noise compatible land uses. As discussed, the following uses would not be considered noise compatible: Residential, mobile homes, transient lodgings, schools, hospitals, nursing homes, churches, auditoriums, concert halls, or music shells.
- The burden of proof will always fall to the Port to demonstrate that the proposed storm water facilities are designed and constructed to eliminate the potential of introducing wildlife hazards near the airport, and that these facilities are consistent with the advisory circulars relating to wildlife management.
- The FAA would like the opportunity to review and provide comment on the easements described in the ILA to ensure that they are compliant with federal obligations, and consistent with airport revenue use policy.
- In the event that redevelopment within the NERA location results in the Port wanting to dispose or sell land acquired with federal grants, these actions will be subject to the policy and procedures associated with the release of property from federal obligations.
- The vast majority of the Port owned property was acquired with Noise funds and therefore the Port is required to keep the Noise Land Inventory and Reuse Plan current. The Port needs to revise and resubmit any changes to these documents that result from NERA redevelopment.

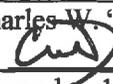
We appreciate all of the efforts by the Port and City to answer our questions and address our concerns with respect to the ILA, and the overall redevelopment of the NERA area. We would like to continue the partnership into the future for all issue relating to the Seattle Tacoma International Airport. Please provide a signed copy of this agreement for our records.

Sincerely,



Carol A. Suomi
Manager, Seattle Airports District Office

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Introduction to 2013 Comprehensive Plan Map Amendment and Rezone Request for Navos (Ruth Dykeman Children's Center)		Meeting Date: November 18, 2013
Department: Community Development	Attachments: 1) Staff Report for Comprehensive Plan Map Amendment and Rezone Request, Reference No. 2013-1 2) Draft Ordinance No. 591 3) 2013 Comprehensive Plan Amendment PowerPoint Slides	Fund Source: N/A Activity Cost: N/A Amount Budgeted: N/A
Contact: Charles W. "Chip" Davis AICP, Community Development Director		
Telephone: (206) 248-5501		
Adopted Work Plan Priority: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Work Plan Item Description: Processing and adoption of annual comprehensive plan amendments.	
<p>PURPOSE/REQUIRED ACTION: The purpose of this agenda item is to introduce and have a discussion regarding the proposed 2013 Comprehensive Plan map amendment and rezone request for Navos (Ruth Dykeman Children's Center), Reference No. 2013-1 (PLA 13-0413). The Council may ask questions, request more information or comment on the information attached. No action is necessary at this time.</p> <p>BACKGROUND (Include prior Council action & discussion): In 1997, the City adopted its first Comprehensive Plan. In 2003, the City Council completed mandatory updates to the Comprehensive Plan to comply with state law. Additional amendments have been considered annually. Annual amendments to the Comprehensive Plan must be approved in a single processing cycle, per state law. This amendment cycle primarily has been focused on completing required updates for the Comprehensive Plan, but one private amendment request was placed on the 2013 docket from Navos/Ruth Dykeman Children's Center for a comprehensive plan map amendment and rezone for the southern portion of their Lake Burien Campus.</p> <p>In 2009, the southern portion of the Lake Burien Campus was rezoned from Special Planning Area 2 (SPA-2) to Residential Single-Family (RS-7,200) with plans to subdivide and sell residential lots to provide funds to support the Ruth Dykeman Children's Center mission. Shortly thereafter, Navos merged with Ruth Dykeman Children's Center and began work on a Master Plan for development of the Lake Burien Campus. The Behavioral Healthcare Center of Excellence for Children, Youth and Families on the Lake Burien Campus is being established by Navos to provide a broad spectrum of mental health care for youth and families and to fully support this mission the applicant is requesting to restore the entire property to its previous Comprehensive Plan and zoning designations of SPA-2.</p> <p>A staff report and recommendation was presented to the Burien Planning Commission at their October 9th meeting. On October 23rd a public hearing was conducted before the Planning Commission and following the hearing the Planning Commission unanimously recommended approval of the Comprehensive Plan Map Amendment and Rezone Request to the City Council. The staff report, vicinity map, application and justification and minutes of the October 9th and October 23rd Planning Commission meetings are included as Attachment 1.</p> <p>Proposed Ordinance 591 is included as Attachment 2 and the PowerPoint presentation is included as Attachment 3.</p> <p>FUTURE ACTIONS Action on Ordinance No. 591 is scheduled for December 2, 2013.</p> <p>OPTIONS (Including fiscal impacts): N/A</p>		
Administrative Recommendation: Receive presentation, ask questions, and request more information and/or comment on Planning Commission and staff recommendation.		
Advisory Board Recommendation: The Planning Commission unanimously recommended the City Council approve the Comprehensive Plan Map Amendment and Rezone Request as set forth in Ordinance No. 591.		
Suggested Motion: None required.		
Submitted by: Charles W. "Chip" Davis, AICP Administration 		City Manager 
Today's Date: November 12, 2013		File Code: \\file\records\PL\Comprehensive Plan\2013 Comp Plan Amendments\City Council\111813cd-1 CompPlanAmend 2013.docx

CITY OF BURIEN
Dept. of Community Development
15811 Ambaum Blvd SW Ste. C
Burien, WA 98166
(206) 248-5510

2013 Comprehensive Plan Map Amendment and Rezone Request
for
Navos (Ruth Dykeman Children's Center)

AMENDMENT REFERENCE NUMBER: 2013-1

APPLICANT(S): Chris Fiori with Heartland, LLC for Navos (Ruth Dykeman Children's Center), Property Owner

LOCATION: 1033 SW 152nd Street, Burien WA 98166 (See Attachment 1).

REQUEST(S):

1. Change Comprehensive Plan Designation from Moderate Density Residential Neighborhood to Special Planning Area 2.
2. Change Zoning Designation from RS-7,200 Single-Family Residential to SPA-2 Special Planning Area 2.

TAX PARCELNUMBER(S): 192304-9054

STAFF RECOMMENDATIONS:

1. Amend Comprehensive Plan Designation from Moderate Density Residential Neighborhood to Special Planning Area 2.
2. Amend Zoning Designation from RS-7,200 Single-Family Residential to Special Planning Area 2 (SPA-2).

FINDINGS

HISTORY (Comprehensive Plan):

1981: The King County Highline Community Plan designated the subject property as Community Facility.

1997: The City of Burien Comprehensive Plan designated the subject property as Downtown Commercial with a Special Enhancement Area overlay.

1999: The Burien Comprehensive Plan map designated the subject property as Special Planning Area 2.

2009: The Burien Comprehensive Plan map designation for this portion of the subject parcel was amended to Moderate Density residential Neighborhood by approval of Request No. 2008-7 (PLA 08-0838).

HISTORY (Zoning):

1981: The King County Zoning Map designated the subject properties RM-1,800.

1994: The City of Burien interim zoning map designated the property as R-24.

1999: The City of Burien zoning map designated the property as Special Planning Area 2 (SPA-2).

2009: The Burien zoning map designation for this portion of the subject parcel was amended to RS-7,200 Single-Family Residential by approval of Request No. 2008-7 (PLA 08-0838).

CURRENT LAND USES:

Land Use	Status Under Current Plan and Zoning
Community Residential Facility	Approved Master Plan, July 17, 2013 (PLA 13-0733)

ADJACENT COMPREHENSIVE PLAN/ZONING DESIGNATIONS:

Direction	Comp. Plan Designation	Zone	Current Uses
North	Low Density Multi-Family Neighborhood	RM-12 Residential Multiple Family	Multiple-family and Single-family residential
South	High Density Multi-Family Neighborhood and Moderate Density Residential	RS 7,200 Residential Single Family and RM-18 Residential Multiple Family	Multiple-family residential and Single-family residential
East	High Density Multi-Family Neighborhood and SPA-1	RM-18 and SPA-1	Multiple-family residential and religious facility
West	Moderate Density Residential	RS-7,200 Residential Single Family	Single-family residential

DISCUSSION:

The applicant stated the intent of the amendment request is to rezone the southern portion of the Ruth Dykeman Children’s Center property to revert back to the pre-2009 designation of Special Planning Area 2 to facilitate implementation of its newly adopted campus master plan for a Behavioral Healthcare Center of Excellence that will encompass the entire subject parcel. The current split zoning designation of the property impedes Navos ability to locate planned improvements for the campus due to required buffers between RS-7,200 and SPA-2 zoning designations. Approval of the requested amendment will allow Navos the flexibility needed to achieve an optimal campus configuration for the Healthcare Center for Excellence.

REVIEW OF CRITERIA FOR COMPREHENSIVE PLAN AMENDMENT

Zoning Code section 19.65.095.6 contains the criteria for review of a proposed Comprehensive Plan amendment. To be approved, the proposed amendment must meet all of the following criteria (in italics, followed by Planning Commission and staff response):

A. The proposed amendment is the best means for meeting an identified public benefit.

Navos is a non-profit organization with a mission to improve the quality of life for people vulnerable to mental illness by providing a broad continuum of care. A campus master plan was recently completed for the subject property (PLA 13-0733) for development of the Behavioral Healthcare Center of Excellence for Children, Youth and Families on the Lake Burien campus.

The negative impacts associated with the split land use and zoning designation for the subject property, which will affect site planning in conformance with the adopted master plan and adversely impact the use of outdoor space by campus clients, residents and staff, will be resolved by the proposed amendment thus enabling Navos to better address their mental healthcare mission. In addition, approval of the amendment would support protection of the fragile lake ecosystem by eliminating the possibility of constructing single-family homes and facilitating a more environmentally sensitive development as approved in the campus master plan.

B. *The proposed amendment is consistent with the Growth Management Act, applicable Puget Sound Regional Council (PSRC) Plans, King County Countywide Planning Policies and Burien Comprehensive Plan.*

The proposed amendment is consistent with the intent of the Growth Management Act, PSRC and Countywide Planning Policies as it will facilitate the provision of regional mental healthcare services. The majority of the subject parcel has already been designated as a Special Planning Area within the framework of the GMA and Countywide Planning Policies and the proposed amendment seeks to restore the historic land use designation for the property and reinstate zoning that is consistent with the past planning process.

The proposed amendment is consistent with Burien Comprehensive Plan Policy SE 1.3 which recognizes the unique use, campus and location of the Navos/Ruth Dykeman Center and encourages and supports continued operation of the facility with environmental reviews to protect adjacent wetlands and Lake Burien. Major expansions of the facility are to be reviewed as part of an approved master plan, which was recently completed by Navos (PLA 13-0733). Note that the applicant cites in their justification a portion of the Comprehensive Plan Policy SE 1.3 regarding public access to Lake Burien which was in effect at the time of their application but was subsequently removed from the Comprehensive Plan.

C. *The proposed amendment will result in a net benefit to the community.*

The proposed amendment will result in a net benefit to the community by furthering Navos' mission to create a Center for Excellence in Behavioral Health providing mental health services for youth and families in Burien and neighboring communities, while also complying with the approved master plan that includes enhancements to the wetland and shoreline on Lake Burien.

D. *The revised Comprehensive Plan will be internally consistent.*

The proposed amendment will resolve a split land use and zoning designation currently in place on the subject parcel and will result in consistent land use and zoning designations thereby facilitating campus development in conformance with the recently approved campus master plan (PLA 13-0733) and ensuring internal consistency in the Comprehensive Plan.

E. *The capability of the land can support the projected land use.*

A detailed analysis of the subject property was conducted as part of the campus master plan review (PLA 13-0733) to address facility and environmental constraints and the applicant submitted a critical area study defining and delineating critical areas on the site. The primary constraints are the wetlands and shorelines found on the western portions of the site. The presence of critical areas has been accommodated in the approved campus master plan and the land has the capability to support the projected land use.

F. *Adequate public facility capacity to support the projected land use exists or can be provided by the property owner(s) requesting the amendment, or can be cost-effectively provided by the City or other public agency.*

The applicant has demonstrated the adequacy of public facility capacity to serve the projected land use as part of the analysis for the recently approved campus master plan (PLA 13-0733).

G. *The proposed amendment will be compatible with nearby uses.*

Properties to the west of the subject property are designated Moderate Density Neighborhood and are developed with single-family residential homes. To the north of the proposed comprehensive plan map change is the existing Ruth Dykeman Children's Center. South of the property is designated and developed with single family residential uses and medium density multi-family developments. Finally to the east, the area is designated SPA-1 (Old Burien) and High Density Residential Neighborhood and contains a religious facility and multi-family residential development respectively.

The proposed amendment would change the land use designation and zoning back to designations in place prior to the 2009 amendment and would implement the development strategies identified in the approved campus master plan (PLA 13-0733). The approved campus plan was evaluated for compatibility with adjacent uses as part of the development review process and is compatible with the goals established for the SPA-2 designation.

H. *The proposed amendment would not prevent the City from achieving its Growth Management Act population and employment targets.*

The proposed amendment would result in the loss of three potential residential lots which would have a negligible effect on Burien's population target. Approval of the proposed amendment will allow the applicant to most efficiently implement the recently approved campus master plan (PLA 13-0733) and maximize its organizational capacity, thus supporting Burien's employment target.

I. *For a Comprehensive Plan map change, the applicable designation criteria are met and either of the following is met:*

- i. Conditions have so markedly changed since the property was given its present Comprehensive Plan designation that the current designation is no longer appropriate; or,***
- ii. The map change will correct a Comprehensive Plan designation that was inappropriate when established.***

The merger of Navos and Ruth Dykeman Children's Center eliminated the need for the previous amendment which changed the designation from SPA-2 to Single-Family Residential. The recently approved campus master plan (PLA 13-0733) has established the need for zoning consistency across the property to allow the Behavioral Healthcare Center of Excellence for Children, Youth and Families to fully implement its mission statement. For this reason the current designation for the property is no longer appropriate.

REVIEW OF CRITERIA FOR REZONE

Zoning Code section 19.65.090.3 contains the criteria for review of a proposed rezone. To be approved, the proposed amendment must meet all of the following criteria (in italics, followed by a staff response):

A. *The rezone is consistent with the Comprehensive Plan.*

The requested rezone to SPA-2 would restore the previous zoning designation for the property and would be consistent with the proposed Comprehensive Plan if the Comprehensive Plan designation is changed (see criteria and discussion above). Staff is recommending that the Comprehensive Plan map change request be approved.

B. *The rezone will advance the public health, safety or welfare.*

Expansion of the campus will provide expanded access to behavioral healthcare services for youth and families in Burien and surrounding areas.

C. *The rezone will not have significant adverse environmental impacts that are materially detrimental to adjacent properties or other affected areas.*

There is no evidence to support that a rezone will have significant adverse environmental impacts that are materially detrimental to uses in the immediate vicinity of the property. A recently approved campus master plan (PLA 13-0733) for the subject property addressed any facility and environmental constraints that exist for the property. The presence of critical areas has been accommodated in the approved campus master plan and traffic and parking impacts associated with the proposed use are to be mitigated at time of development permit review.

D. The rezone is necessary because at least one of the following is met:

- a. Conditions In the Immediate vicinity or neighborhood have changed so that it is in the public interest to approve the rezone, or**
- b. The rezone will correct a zone classification or boundary that was inappropriate when established, or**
- c. The rezone is necessary to achieve consistency with the Comprehensive Plan land use map.**

The proposed rezone will better serve the public interest by allowing full implementation of the recently approved campus master plan to establish a successful Behavioral Healthcare Center of Excellence for Children, Youth and Families on the subject property than the current designation of the property as RS-7,200 Single-Family Residential, while restoring wetland and shorelines as set forth in the approved master plan.

ATTACHMENTS

- 1 - Vicinity Map
- 2 - Comprehensive Plan Amendment and Rezone Request, received February 28, 2013
- 3 – Planning Commission Minutes for October 9th Meeting and October 23rd Public Hearing

VICINITY MAP



2013-1

Comprehensive Plan Map Amendment/Rezone Request

Parcel No. 192304-9054 (See map above)

Address: 1033 SW 152nd Street (See map above)

File No. PLA 13-0413

Request: Comprehensive Plan change from Moderate Density Residential Neighborhood to Special Planning Area 2 and Rezone from Residential Single-Family 7,200 (RS-7,200) to Special Planning Area 2 (SPA-2).



Burien

Washington, USA

Comprehensive Plan Amendment Request (Includes rezones)

400 SW 152nd Street, Suite 300 Burien, WA 98166
Phone: (206) 241-4647 • FAX: (206) 248-5539
www.burienwa.gov

Amendment Type	Reference Number <small>(staff will assign)</small>
<input type="checkbox"/> Map amendment	PLA 13-0413
<input type="checkbox"/> Text amendment	
<input type="checkbox"/> Quasi-Judicial Rezone	

APPLICANT INFORMATION		
Name: Chris Fiori	Company: Heartland LLC	Daytime Phone: 206-682-2500
Mailing Address: 1301 First Avenue, Suite 200 - Seattle, WA 98101		E-mail: cfiori@htland.com
Contact person: Chris Fiori	E-Mail: cfiori@htland.com	Daytime Phone: 206-682-2500
Property owner: Navos		Daytime Phone: 206-933-7000
Mailing Address: 2600 SW Holden Street - Seattle, WA 98126		E-Mail: jerry.scott@navos.org

SITE INFORMATION (if applicable)		
Site Address: 1033 SW 152ND STREET, BURIEN, WA 98166	Parcel Number: 192304-9054	
Existing Zoning District: RS-7200 and SPA-2	Existing Comprehensive Plan designation: Moderate Density Residential and SPA-2	
Requested Zoning: SPA-2	Requested Plan designation: SPA-2	
Number of Acres: ^{7.49 ACRES (LAND ONLY)} 10.14 ACRES (LAND + WATER)	Current Land Use: Institutional	
Critical areas present: <input checked="" type="checkbox"/> Wetlands <input type="checkbox"/> Streams <input checked="" type="checkbox"/> Critical Aquifer <input type="checkbox"/> Landslide Hazard Area <input type="checkbox"/> Fish & Wildlife		
Brief description of proposal (attach additional sheets if necessary):		
<p>In 2009, a portion of the Subject Parcel was rezoned from SPA-2 to RS-7200. Navos is in the process of developing a campus master plan for a Behavioral Healthcare Center of Excellence that will incorporate the entire parcel, including the RS-7200 land. Therefore, Navos would like to rezone the RS-7200 portion of the property to revert back to uniform SPA-2 zoning across the entire parcel. The preliminary plan for near-term improvements on or adjacent to the portion of property for which a rezone is requested includes landscaping, play areas, outdoor recreational spaces, renovations to existing structures, and construction of a new office building. The current split-zoning impedes flexibility in locating these planned improvements because of the required buffering between the SPA-2 uses and the RS-7200-zoned land. Some portion of the planned campus uses may be best-located in the buffer area. Rezoning the RS-7200 portion of the Site will allow Navos the flexibility to achieve an optimal campus configuration.</p>		

RECEIVED

SIGNATURE

I, Jerry Scott, declare that I am the owner of the property involved in this application, and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief. I designate Heartland LLC to act as my agent with respect to this application. I agree to reimburse the City of Burien for the costs of professional engineers and other consultants hired by the City to review and inspect this proposal when the City is unable to do so with existing in house staff.

Dated: 3/1/13

Signature: [Signature]

FEB 28 2013 2:20 PM
CITY OF BURIEN

HEARTLAND

March 1, 2013

Stephanie Jewett, AICP
City of Burien
400 SW 152nd St, Suite 300
Burien, WA 98166

Ms. Jewett,

Please accept the following as an attachment to the Comprehensive Plan Amendment Request for the Ruth Dykeman Children's Center property, parcel 1923049054. We look forward to working with the City to ensure that all necessary criteria for this proposed rezone have been adequately addressed. If you have any questions or concerns, please do not hesitate to contact our firm.

Sincerely,
HEARTLAND, LLC



Matt Anderson
Principal & Director

COMPREHENSIVE PLAN AMENDMENT CRITERIA AND JUSTIFICATION**A. THE PROPOSED AMENDMENT IS THE BEST MEANS FOR MEETING AN IDENTIFIED PUBLIC BENEFIT.**

Navos is a King County, WA-based non-profit whose mission is to improve the quality of life of people vulnerable to mental illness by providing a broad continuum of care. Navos is in the process of developing a Master Plan for the Behavioral Healthcare Center of Excellence for Children, Youth and Families (“the Lake Burien Campus”), on the subject property.

The Site of the Lake Burien Campus is one legal parcel, which is currently split-zoned. The majority of the parcel zoned SPA-2 and a small portion of the property in zoned RS 7200. In support of Navos’ goal of developing a Center for Excellence on the property, Navos is looking to rezone the portion of the property zoned RS-7200 to SPA-2. Because of the change in future land use from residential to Special Use, this rezone requires a Comprehensive Plan Amendment. Please see Exhibit I for a map denoting the proposed rezone.

This amendment would support protection of the fragile lake ecosystem by effectively precluding the subdivision of the RS-7200 land into residential lots. It is not anticipated that Master Plan development program elements (i.e., gross square footage of development, parking, and lot coverage, among others) would be affected by this rezone.

As a historical note, the entire property was zoned SPA-2 prior to a rezone in 2009. At the time, the Ruth Dykeman Center had planned to subdivide a portion of the property and sell residential lots to help support its mission. The land was rezoned and subsequently platted for 3 residential lots, but the subdivision later expired, leaving the zoning RS-7200. This application seeks to restore the entire property to the pre-existing SPA-2 zoning, which is more suited to its current use and allows the area to be more easily incorporated into the property’s master plan.

The SPA-2 zone requires a 20-foot landscape buffer where adjacency with residential zones occurs. This is true even if the adjacent residential use is located on the same legal parcel and is owned by the same entity as the SPA-2 zoned land, as is the case for the subject property. This condition, if left unchanged, could have a negative impact on both site planning and use of outdoor space by Lake Burien Campus clients, residents, and staff.

B. THE PROPOSED AMENDMENT IS CONSISTENT WITH THE GROWTH MANAGEMENT ACT, APPLICABLE PUGET SOUND REGIONAL COUNCIL (PSRC) PLANS, KING COUNTY COUNTYWIDE PLANNING POLICIES AND BURIEN COMPREHENSIVE PLAN.

We are confident that the proposed comprehensive plan change is consistent with the GMA. The site is located within the UGA and the majority of the site has already been designated as a Special Planning Area within the framework of the GMA and Countywide Planning Policies. Furthermore, the applicant is seeking to restore the historic land use designation for the property and reinstate zoning that is consistent with the past planning process.

The applicant believes that the request for the comprehensive plan change is consistent with Buren Comprehensive Plan Policy SE 1.3, which states:

Special Planning Area 2 includes the Ruth Dykeman Children’s Center facilities in Lake Burien. While the city encourages and supports the continued operation of the Center, any proposed change in use in the future should be reviewed to ensure that:

- a. Public access to the water is prohibited; and*
- b. The development supports the historical link with Old Burien*

While the Ruth Dykeman Children’s Center continues to operate a children’s center on the site, residential, office, and accessory uses associated with the Center should be allowed. Minor expansion or modification of the Center uses and structures should be allowed, if consistent with a City-approved Master Plan for the property. Major expansion and/or modification should be reviewed in conjunction with an amendment of the approved master plan.

The applicant believes that this rezone will better prohibit public access to the lake, whereas the existing residential zoning keeps open the possibility of a later subdivision, the sale of which could be to a private entity or a public one.

Navos is in the process of developing a Master Plan for the site in keeping with the types of uses listed in this policy of the Comprehensive Plan.

C. THE PROPOSED AMENDMENT WILL RESULT IN A NET BENEFIT TO THE COMMUNITY.

Navos’ goal for the site is to create a Center for Excellence in Behavioral Health, serving the youth and families of Burien and neighboring communities. This Center of Excellence will be a tremendous civic asset as conceived in the Master Plan, which will be shared broadly with neighbors and the Burien community beginning in Spring 2013.

D. THE REVISED COMPREHENSIVE PLAN WILL BE INTERNALLY CONSISTENT.

It is the applicant’s assumption that the reconciliation of two different zoning designations on the same legal parcel would not cause any inconsistencies in the City of Burien Comprehensive Plan.

E. THE CAPABILITY OF THE LAND CAN SUPPORT THE PROJECTED LAND USE.

It is the applicant’s understanding that the determination of the capability of the land can support the projected land use would be evaluated in the SEPA review process for the site, which will be conducted as a part of the Master Planning process for the Lake Burien Campus. Since this rezone is reverting the zoning back to its original zoning prior to the 2009 rezone, the applicant assumes that the City made the determination that the land could support the projected SPA-2 use during its original designation.

F. ADEQUATE PUBLIC FACILITY CAPACITY TO SUPPORT THE PROJECTED LAND USE EXISTS, OR, CAN BE PROVIDED BY THE PROPERTY OWNER(S) REQUESTING THE AMENDMENT, OR, CAN BE COST-EFFECTIVELY PROVIDED BY THE CITY OR OTHER PUBLIC AGENCY.

It is the applicant’s understanding that the determination of whether adequate public facility capacity exists to support the projected land use would be evaluated in the SEPA review process

for the site, which will be conducted as a part of the Master Planning process for the Lake Burien Campus.

G. THE PROPOSED AMENDMENT WILL BE COMPATIBLE WITH NEARBY USES.

The proposed amendment would change the land use designation and zoning back to its condition prior to 2009, and therefore it is assumed that the City determined the SPA-2 use to be compatible with nearby uses when the original zoning was enacted. Navos intends to create a Master Plan which is compatible with the goals of the intentions of the SPA-2 zone.

H. THE PROPOSED AMENDMENT WOULD NOT PREVENT THE CITY FROM ACHIEVING ITS GROWTH MANAGEMENT ACT POPULATION AND EMPLOYMENT TARGETS.

Navos has no plan to develop the RS-7200 land for residential uses with or without the proposed Comprehensive Plan amendment. As such, it is the applicant's assumption that this action would have no impact on GMA targets. Even if subdivided and developed as residential lots, the three potential lots would have a negligible effect on GMA growth targets. Furthermore, having the ability to most-efficiently master plan the property will allow Navos to maximize its organizational capacity at the site, thus supporting the City's employment growth goals.

For a Comprehensive Plan land use map change, the applicable designation criteria for the proposed land use designation are met when either of the following is met:

- i. **Conditions have changed since the property was given its present Comprehensive Plan designation so that the current designation is no longer appropriate; or,**
Navos's merger with the Ruth Dykeman Children's Center negated the real or perceived need for the rezone of a portion of the parcel from SPA-2 to RS-7200. The master planning process for the Center of Excellence on Lake Burien has created the need for zoning consistency across the property, in light of the site planning and private open space considerations noted in response to criteria (A), above.
- ii. **The map change will correct a Comprehensive Plan designation that was inappropriate when established.**
Navos's has no opinion as to whether the Ruth Dykeman Children's Center rezone process that gave rise to the need for this amendment and rezone was inappropriate.

SITE SPECIFIC REZONE CRITERIA AND JUSTIFICATION**A. THE REZONE IS CONSISTENT WITH THE COMPREHENSIVE PLAN.**

The rezone restores the zoning designation that was in place prior to 2009. The applicant is seeking a Comprehensive Plan revision concurrently with a zoning change to ensure consistency between the Comprehensive Plan designation and the zoning on the single legal parcel in question.

B. THE REZONE WILL ADVANCE THE PUBLIC HEALTH, SAFETY, OR WELFARE.

Navos' goal for the site is to create a Center for Excellence in behavioral health, serving the youth and families of Burien and neighboring communities. This will be a tremendous civic asset as conceived in the Master Plan, which will be shared broadly with neighbors and the Burien community beginning in Spring 2013.

The application believes that this rezone will better prohibit public access to the lake, in keeping with Comprehensive Plan Policy SE 1.3.

C. THE REZONE WILL NOT HAVE SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACTS THAT ARE MATERIALLY DETRIMENTAL TO ADJACENT PROPERTIES OR OTHER AFFECTED AREAS.

It is the applicant's understanding that the determination of the capability of the land can support the projected land use would be evaluated in the SEPA review process for the site, which will be conducted as a part of the Master Planning process for the Lake Burien Campus. Furthermore, since this rezone is reverting the the zoning designation of the site to its original SPA-2 designation, it is the applicants assumption that environmental impacts of SPA-2 intended uses were examined when the property was initially given the SPA-2 designation.

D. THE REZONE IS NECESSARY BECAUSE AT LEAST ONE OF THE FOLLOWING IS MET:

- a. Conditions in the immediate vicinity or neighborhood have changed so that it is in the public interest to approve the rezone, or
- b. The rezone will correct a zone classification or zone boundary that was inappropriate when established, or
- c. The rezone is necessary to achieve consistency with the Comprehensive Plan land use map.

The applicant is seeking a Comprehensive Plan change and a simultaneous zoning change. Navos believes that it is in the public interest to establish a successful Behavioral Healthcare Center of Excellence for Children, Youth and Families on the Subject Property, and the requested change of zoning can help support the operational quality of the Center and allow flexibility in siting buildings within the parameters of the Master Plan.

Exhibit I

Ruth Dykeman Wellness Center: Existing Zoning



- Property Boundary
- Zoned SPA-2
- Zoned RS-7,200

City of Burien

BURIEN PLANNING COMMISSION
October 9, 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 October 9, 2013, meeting of the Burien Planning Commission to order at 7:02 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: Chip Davis, Community Development director; Susan Coles, Community Development Department assistant

AGENDA CONFIRMATION

Direction/Action

Motion was made by Commissioner Tosta, seconded by Commissioner Henderson, to approve the agenda for the October 9, 2013, meeting. Motion passed 5-0.

PUBLIC COMMENT

None.

APPROVAL OF MINUTES

Direction/Action

Motion was made by Commissioner Martinez, seconded by Commissioner Tosta, and passed 5-0 to approve the minutes of the September 25, 2013, meeting.

NEW BUSINESS

Introduction and Discussion regarding 2013 Comprehensive Plan Map Amendment and Rezone Request

Chip Davis introduced the 2013 Comprehensive Plan Map Amendment and Rezone Request submitted by Navos/Ruth Dykeman Children's Center. The request is to undo a previous Comprehensive Plan map amendment and rezone to RS-7,200, restoring it to its previous designation of Special Planning Area 2 (SPA-2).

The commission will conduct a public hearing on the request at its meeting on October 23, 2013. The commission may make a recommendation to the City Council on the request following the hearing or at its November 13th meeting.

PLANNING COMMISSION COMMUNICATIONS

None.

DIRECTOR'S REPORT

Mr. Davis announced the kickoff for the economic development strategic plan effort will be a public forum on Thursday, Oct. 10, 6-8 p.m. in the City Council Chamber. The consulting firm ECONorthwest will discuss the initial strategic plan efforts with the City Council at its study session on Monday, Oct. 28th.

Mr. Davis also reported that the City received on Monday notice of final approval by the state Department of Ecology of the city's updated Shoreline Master Program (SMP). The updated SMP goes into effect on October 17th. A 60-day period to appeal to the Department of Ecology ends December 16, 2013. City Planning staff is familiarizing itself with the new regulations. Over the past month staff has been informing potential applicants at pre-application meetings and at the permit counter or over the phone of the impending changes in the shoreline development rules.

He also noted that two scheduled Planning Commission meetings have been canceled – November 27th, the day before Thanksgiving, and December 25th, Christmas Day.

Mr. Davis gave a brief report on the recent Washington state chapter American Planning Association conference that he attended. He said he will try to provide the commissioners with a summary of the presentation by keynote speaker Mitch Silver, past president of the American Planning Association, Harvard professor and planning director of Raleigh, NC, on the changing demographics in the future and intergenerational impacts on public decision making, planning and planning offices in the future.

ADJOURNMENT

Direction/Action

Commissioner Martinez moved for adjournment; Commissioner Henderson seconded. Motion carried 5-0. The meeting was adjourned at 7:31p.m.

APPROVED: October 23, 2013

/s/ Jim Clingan, chair
Planning Commission

City of Burien

BURIEN PLANNING COMMISSION
October 23, 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 October 23, 2013, meeting of the Burien Planning Commission to order at 7:01 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: Chip Davis, Community Development director; David Johanson, senior planner

AGENDA CONFIRMATION

Direction/Action

Motion was made by Commissioner Tosta, seconded by Commissioner Martinez, to approve the agenda for the October 23, 2013, meeting. Motion passed 7-0.

PUBLIC COMMENT

None.

APPROVAL OF MINUTES

Direction/Action

Motion was made by Commissioner Tosta, seconded by Commissioner Henderson, and passed 7-0 to approve the minutes of the October 9, 2013, meeting.

PUBLIC HEARING

2013 Comprehensive Plan Map Amendments

Chair Clingan opened the hearing at 7:05 p.m. Chip Davis gave a brief synopsis of the proposed Comprehensive Plan map amendment and rezone request for Navos. He summarized the criteria the proposed amendments must meet for approval, the work done on the amendments by the Planning Commission thus far, and the next steps following the hearing.

Chris Fiori of Heartland LLC, project management consultants to Navos, spoke in support of the proposed amendments. He said they appreciate their experience of working with the City on the rezone for the past six months and they support the staff report wholeheartedly. He noted that time is of the essence as Navos

needs to move the children living at the Seattle Children's Home on Queen Anne Hill into the new residential units at the Burien site in a time frame that works for Navos and the children.

Chair Clingan closed the hearing at 7:20 p.m.

OLD BUSINESS

Direction/Action

Commissioner Tosta moved that the Planning Commission recommend to the Burien City Council approval of Comprehensive Plan Map Amendment and Rezone Request Reference Number 2013-1 and adopt the findings and conclusions of the staff recommendation report. Commissioner Martinez seconded. There was no discussion. The motion carried 7-0.

NEW BUSINESS

None.

PLANNING COMMISSION COMMUNICATIONS

Commissioner Helms reminded commissioners about Boo in Burien on Oct. 26, with trick-or-treating at local businesses, hay rides, a haunted house, pumpkin painting, a costumed dog parade and wiener dog races.

DIRECTOR'S REPORT

Mr. Davis told the commissioners the regularly scheduled Planning Commission meeting on Nov. 13 is canceled because the commissioners acted on the Comprehensive Plan map amendment and rezone request tonight. The Nov. 27th meeting, the evening before Thanksgiving, also is canceled. The commissioners will meet again on Dec. 11 to begin consideration of permanent zoning regulations relating to recreational marijuana uses.

Chair Clingan congratulated David Johanson on approval of the Shoreline Master Program by the state Department of Ecology. Mr. Johanson said now begins the work of implementing the program.

ADJOURNMENT

Direction/Action

Commissioner Duff moved for adjournment; Commissioner Stanfield seconded. Motion carried 7-0. The meeting was adjourned at 7:23 p.m.

APPROVED: _____

Jim Clingan, chair
Planning Commission

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 591

DRAFT

AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, RELATING TO 2013 COMPREHENSIVE PLAN AND ZONING MAP AMENDMENTS, ADOPTING FINDINGS, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the Comprehensive Plan of the City of Burien on November 17, 1997, as required by the Growth Management Act ("GMA") of 1990, as amended, and also adopted the Comprehensive Plan pursuant to RCW Chapter 35A.63; and

WHEREAS, the City Council adopted Resolution No. 342 on April 1, 2013, which established the docket of possible Comprehensive Plan amendments to be considered as part of the City's annual amendment package; and

WHEREAS, public notice was provided and the City of Burien Planning Commission held a public hearing on October 23, 2013 pertaining to proposed amendments to the zoning map, comprehensive plan map and zoning code amendments; and

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

WHEREAS, the City Council held public meetings on November 18, 2013 and December 2, 2013 to discuss the proposed amendments; and

WHEREAS, the City of Burien has complied with the requirements of the State Environmental Policy Act and the City Environmental Procedures Code; and

WHEREAS, the City of Burien provided the proposed comprehensive plan amendment to the Washington State Department of Commerce on September 20, 2013 and did not receive any comments by the 60-day comment deadline of November 19, 2013; and

WHEREAS, based on careful consideration of the facts and law, including without limitation, the King County Countywide Planning Policies, public testimony and the records and files on file with the office of the City Clerk including the following:

- Planning Commission meeting minutes of March 13, 2013, March 27, 2013, October 9, 2013 and October 23, 2013;
- City Council findings (attached Exhibit A)
 - o Docket Ref. No. 26, Navos Comprehensive Plan Map Amendment, Rezone Request and zoning code amendment;

the City Council finds that approval of amendments to the Comprehensive Plan and Zoning Maps attached hereto as Exhibit B comply with the requirements of the Washington State

Growth Management Act and the City of Burien Zoning Code;

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

Section 1: Amendments to the Comprehensive Plan and Zoning Maps. The City Council hereby adopts the changes to the Burien Comprehensive Plan and Zoning Maps, attached as Exhibit B, and further adopts the findings in support of said changes, attached as Exhibit A, which Exhibit A is incorporated by this reference as if fully set forth herein.

The City Council adopts the findings in support of said amendment, attached as Exhibit A and incorporated by this 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 3: Effective Date. This ordinance, or a summary thereof, 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 DECEMBER, 2013, AND SIGNED IN AUTHENTICATION OF
ITS PASSAGE THIS ____ DAY OF DECEMBER, 2013.**

CITY OF BURIEN
_____, Mayor

ATTEST/AUTHENTICATED:
_____, City Clerk

Approved as to form:
_____, Interim City Attorney

Filed with the City Clerk: December ____, 2013
Passed by the City Council: December ____, 2013
Ordinance No. 591
Date of Publication: December ____, 2013

CITY OF BURIEN
Dept. of Community Development
15811 Ambaum Blvd SW Ste. C
Burien, WA 98166
(206) 248-5510

2013 Comprehensive Plan Map Amendment and Rezone Request
for
Navos (Ruth Dykeman Children's Center)

AMENDMENT REFERENCE NUMBER: 2013-1

APPLICANT(S): Chris Fiori with Heartland, LLC for Navos (Ruth Dykeman Children's Center), Property Owner

LOCATION: 1033 SW 152nd Street, Burien WA 98166 (See Attachment 1).

REQUEST(S):

1. Change Comprehensive Plan Designation from Moderate Density Residential Neighborhood to Special Planning Area 2.
2. Change Zoning Designation from RS-7,200 Single-Family Residential to SPA-2 Special Planning Area 2.

TAX PARCELNUMBER(S): 192304-9054

STAFF RECOMMENDATIONS:

1. Amend Comprehensive Plan Designation from Moderate Density Residential Neighborhood to Special Planning Area 2.
2. Amend Zoning Designation from RS-7,200 Single-Family Residential to Special Planning Area 2 (SPA-2).

FINDINGS

HISTORY (Comprehensive Plan):

1981: The King County Highline Community Plan designated the subject property as Community Facility.

1997: The City of Burien Comprehensive Plan designated the subject property as Downtown Commercial with a Special Enhancement Area overlay.

1999: The Burien Comprehensive Plan map designated the subject property as Special Planning Area 2.

2009: The Burien Comprehensive Plan map designation for this portion of the subject parcel was amended to Moderate Density residential Neighborhood by approval of Request No. 2008-7 (PLA 08-0838).

HISTORY (Zoning):

1981: The King County Zoning Map designated the subject properties RM-1,800.

1994: The City of Burien interim zoning map designated the property as R-24.

1999: The City of Burien zoning map designated the property as Special Planning Area 2 (SPA-2).

2009: The Burien zoning map designation for this portion of the subject parcel was amended to RS-7,200 Single-Family Residential by approval of Request No. 2008-7 (PLA 08-0838).

CURRENT LAND USES:

Land Use	Status Under Current Plan and Zoning
Community Residential Facility	Approved Master Plan, July 17, 2013 (PLA 13-0733)

ADJACENT COMPREHENSIVE PLAN/ZONING DESIGNATIONS:

Direction	Comp. Plan Designation	Zone	Current Uses
North	Low Density Multi-Family Neighborhood	RM-12 Residential Multiple Family	Multiple-family and Single-family residential
South	High Density Multi-Family Neighborhood and Moderate Density Residential	RS 7,200 Residential Single Family and RM-18 Residential Multiple Family	Multiple-family residential and Single-family residential
East	High Density Multi-Family Neighborhood and SPA-1	RM-18 and SPA-1	Multiple-family residential and religious facility
West	Moderate Density Residential	RS-7,200 Residential Single Family	Single-family residential

DISCUSSION:

The applicant stated the intent of the amendment request is to rezone the southern portion of the Ruth Dykeman Children's Center property to revert back to the pre-2009 designation of Special Planning Area 2 to facilitate implementation of its newly adopted campus master plan for a Behavioral Healthcare Center of Excellence that will encompass the entire subject parcel. The current split zoning designation of the property impedes Navos ability to locate planned improvements for the campus due to required buffers between RS-7,200 and SPA-2 zoning designations. Approval of the requested amendment will allow Navos the flexibility needed to achieve an optimal campus configuration for the Healthcare Center for Excellence.

REVIEW OF CRITERIA FOR COMPREHENSIVE PLAN AMENDMENT

Zoning Code section 19.65.095.6 contains the criteria for review of a proposed Comprehensive Plan amendment. To be approved, the proposed amendment must meet all of the following criteria (in italics, followed by Planning Commission and staff response):

A. The proposed amendment is the best means for meeting an identified public benefit.

Navos is a non-profit organization with a mission to improve the quality of life for people vulnerable to mental illness by providing a broad continuum of care. A campus master plan was recently completed for the subject property (PLA 13-0733) for development of the Behavioral Healthcare Center of Excellence for Children, Youth and Families on the Lake Burien campus.

The negative impacts associated with the split land use and zoning designation for the subject property, which will affect site planning in conformance with the adopted master plan and adversely impact the use of outdoor space by campus clients, residents and staff, will be resolved by the proposed amendment thus enabling Navos to better address their mental healthcare mission. In addition, approval of the amendment would support protection of the fragile lake ecosystem by eliminating the possibility of constructing single-family homes and facilitating a more environmentally sensitive development as approved in the campus master plan.

B. *The proposed amendment is consistent with the Growth Management Act, applicable Puget Sound Regional Council (PSRC) Plans, King County Countywide Planning Policies and Burien Comprehensive Plan.*

The proposed amendment is consistent with the intent of the Growth Management Act, PSRC and Countywide Planning Policies as it will facilitate the provision of regional mental healthcare services. The majority of the subject parcel has already been designated as a Special Planning Area within the framework of the GMA and Countywide Planning Policies and the proposed amendment seeks to restore the historic land use designation for the property and reinstate zoning that is consistent with the past planning process.

The proposed amendment is consistent with Burien Comprehensive Plan Policy SE 1.3 which recognizes the unique use, campus and location of the Navos/Ruth Dykeman Center and encourages and supports continued operation of the facility with environmental reviews to protect adjacent wetlands and Lake Burien. Major expansions of the facility are to be reviewed as part of an approved master plan, which was recently completed by Navos (PLA 13-0733). Note that the applicant cites in their justification a portion of the Comprehensive Plan Policy SE 1.3 regarding public access to Lake Burien which was in effect at the time of their application but was subsequently removed from the Comprehensive Plan.

C. *The proposed amendment will result in a net benefit to the community.*

The proposed amendment will result in a net benefit to the community by furthering Navos' mission to create a Center for Excellence in Behavioral Health providing mental health services for youth and families in Burien and neighboring communities, while also complying with the approved master plan that includes enhancements to the wetland and shoreline on Lake Burien.

D. *The revised Comprehensive Plan will be internally consistent.*

The proposed amendment will resolve a split land use and zoning designation currently in place on the subject parcel and will result in consistent land use and zoning designations thereby facilitating campus development in conformance with the recently approved campus master plan (PLA 13-0733) and ensuring internal consistency in the Comprehensive Plan.

E. *The capability of the land can support the projected land use.*

A detailed analysis of the subject property was conducted as part of the campus master plan review (PLA 13-0733) to address facility and environmental constraints and the applicant submitted a critical area study defining and delineating critical areas on the site. The primary constraints are the wetlands and shorelines found on the western portions of the site. The presence of critical areas has been accommodated in the approved campus master plan and the land has the capability to support the projected land use.

F. *Adequate public facility capacity to support the projected land use exists or can be provided by the property owner(s) requesting the amendment, or can be cost-effectively provided by the City or other public agency.*

The applicant has demonstrated the adequacy of public facility capacity to serve the projected land use as part of the analysis for the recently approved campus master plan (PLA 13-0733).

G. *The proposed amendment will be compatible with nearby uses.*

Properties to the west of the subject property are designated Moderate Density Neighborhood and are developed with single-family residential homes. To the north of the proposed comprehensive plan map change is the existing Ruth Dykeman Children's Center. South of the property is designated and developed with single family residential uses and medium density multi-family developments. Finally to the east, the area is designated SPA-1 (Old Burien) and High Density Residential Neighborhood and contains a religious facility and multi-family residential development respectively.

The proposed amendment would change the land use designation and zoning back to designations in place prior to the 2009 amendment and would implement the development strategies identified in the approved campus master plan (PLA 13-0733). The approved campus plan was evaluated for compatibility with adjacent uses as part of the development review process and is compatible with the goals established for the SPA-2 designation.

H. *The proposed amendment would not prevent the City from achieving its Growth Management Act population and employment targets.*

The proposed amendment would result in the loss of three potential residential lots which would have a negligible effect on Burien's population target. Approval of the proposed amendment will allow the applicant to most efficiently implement the recently approved campus master plan (PLA 13-0733) and maximize its organizational capacity, thus supporting Burien's employment target.

I. *For a Comprehensive Plan map change, the applicable designation criteria are met and either of the following is met:*

- i. Conditions have so markedly changed since the property was given its present Comprehensive Plan designation that the current designation is no longer appropriate; or,***
- ii. The map change will correct a Comprehensive Plan designation that was inappropriate when established.***

The merger of Navos and Ruth Dykeman Children's Center eliminated the need for the previous amendment which changed the designation from SPA-2 to Single-Family Residential. The recently approved campus master plan (PLA 13-0733) has established the need for zoning consistency across the property to allow the Behavioral Healthcare Center of Excellence for Children, Youth and Families to fully implement its mission statement. For this reason the current designation for the property is no longer appropriate.

REVIEW OF CRITERIA FOR REZONE

Zoning Code section 19.65.090.3 contains the criteria for review of a proposed rezone. To be approved, the proposed amendment must meet all of the following criteria (in italics, followed by a staff response):

A. *The rezone is consistent with the Comprehensive Plan.*

The requested rezone to SPA-2 would restore the previous zoning designation for the property and would be consistent with the proposed Comprehensive Plan if the Comprehensive Plan designation is changed (see criteria and discussion above). Staff is recommending that the Comprehensive Plan map change request be approved.

B. *The rezone will advance the public health, safety or welfare.*

Expansion of the campus will provide expanded access to behavioral healthcare services for youth and families in Burien and surrounding areas.

C. *The rezone will not have significant adverse environmental impacts that are materially detrimental to adjacent properties or other affected areas.*

There is no evidence to support that a rezone will have significant adverse environmental impacts that are materially detrimental to uses in the immediate vicinity of the property. A recently approved campus master plan (PLA 13-0733) for the subject property addressed any facility and environmental constraints that exist for the property. The presence of critical areas has been accommodated in the approved campus master plan and traffic and parking impacts associated with the proposed use are to be mitigated at time of development permit review.

D. The rezone is necessary because at least one of the following is met:

- a. Conditions in the immediate vicinity or neighborhood have changed so that it is in the public interest to approve the rezone, or**
- b. The rezone will correct a zone classification or boundary that was inappropriate when established, or**
- c. The rezone is necessary to achieve consistency with the Comprehensive Plan land use map.**

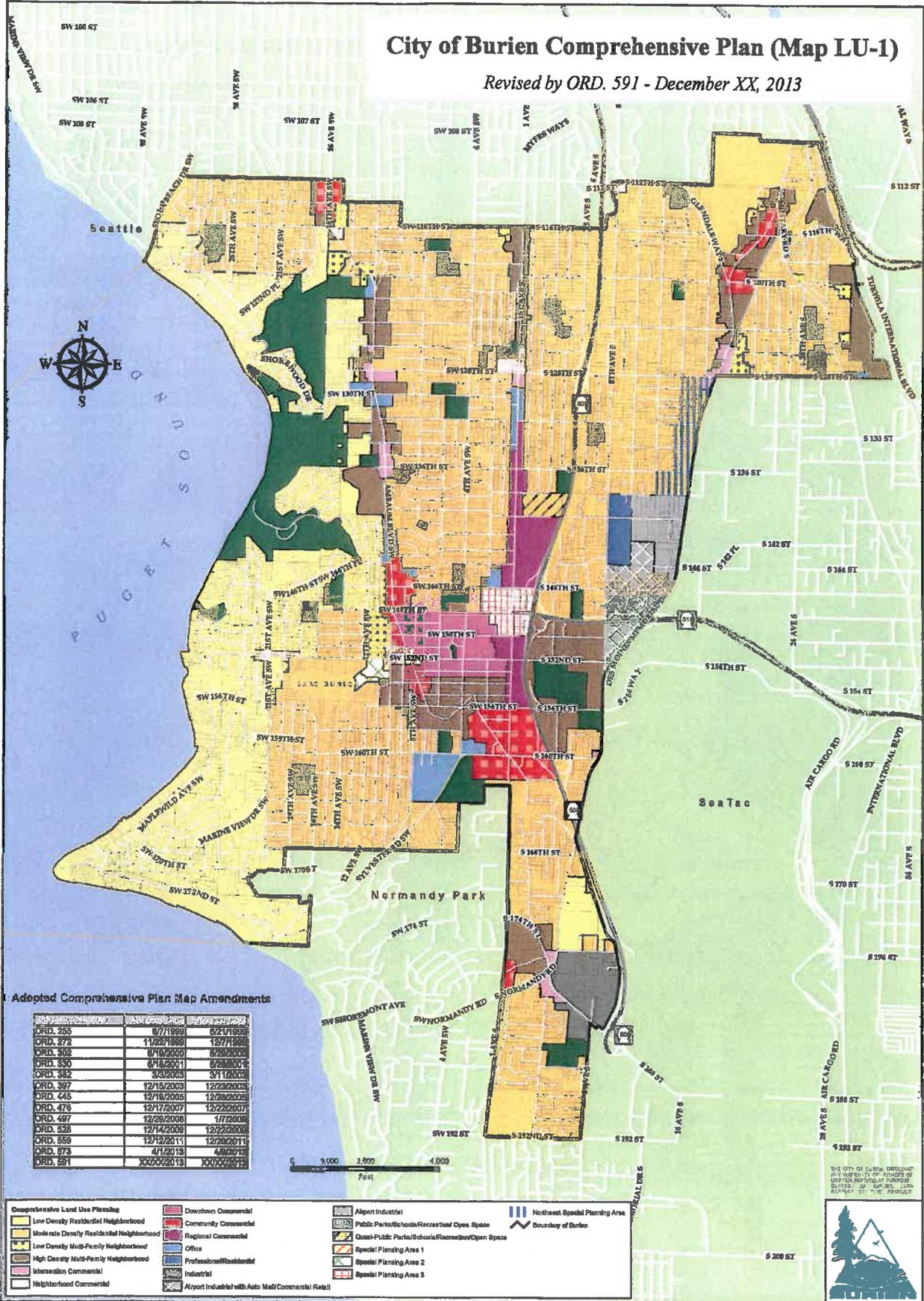
The proposed rezone will better serve the public interest by allowing full implementation of the recently approved campus master plan to establish a successful Behavioral Healthcare Center of Excellence for Children, Youth and Families on the subject property than the current designation of the property as RS-7,200 Single-Family Residential, while restoring wetland and shorelines as set forth in the approved master plan.

ATTACHMENTS

- 1 - Vicinity Map
- 2 - Comprehensive Plan Amendment and Rezone Request, received February 28, 2013
- 3 – Planning Commission Minutes for October 9th Meeting and October 23rd Public Hearing

City of Burien Comprehensive Plan (Map LU-1)

Revised by ORD. 591 - December XX, 2013



Adopted Comprehensive Plan Map Amendments

Ordinance	Effective Date	Expiration Date
ORD. 255	8/7/1999	8/21/1999
ORD. 272	11/22/1999	12/7/1999
ORD. 302	8/16/2000	8/28/2000
ORD. 330	8/16/2001	8/28/2001
ORD. 382	3/2/2003	3/11/2003
ORD. 397	12/15/2003	12/22/2003
ORD. 445	12/19/2005	12/22/2005
ORD. 476	12/17/2007	12/22/2007
ORD. 497	12/29/2008	1/7/2009
ORD. 526	12/14/2009	12/22/2009
ORD. 559	12/12/2011	12/22/2011
ORD. 578	4/1/2013	4/8/2013
ORD. 591	XX/XX/2013	XX/XX/2013



Comprehensive Land Use Planning

- Low Density Residential Neighborhood
- Moderate Density Residential Neighborhood
- Low Density Multi-Family Neighborhood
- High Density Multi-Family Neighborhood
- Intersection Commercial
- Neighborhood Commercial
- Downtown Commercial
- Community Commercial
- Regional Commercial
- Office
- Professional/Residential
- Industrial
- Airport Industrial with Auto Mall/Commercial Retail
- Airport Industrial
- Public Parks/Schools/Recreational Open Space
- Class-Public Parks/Schools/Recreational Open Space
- Special Planning Area 1
- Special Planning Area 2
- Special Planning Area 3
- Northwest Special Planning Area
- Boundary of Burien



Updated: November 13, 2013
R:\GIS\MasterProjects\Zoning_CPLU_11x17.mxd



Burien

Washington, USA

**2013 COMPREHENSIVE PLAN
MAP AMENDMENT AND
REZONE REQUEST**

NOVEMBER 18, 2013

Navos/Ruth Dykeman Children's Center Amendment No. 2013-1 (File No. PLA 13-0413)

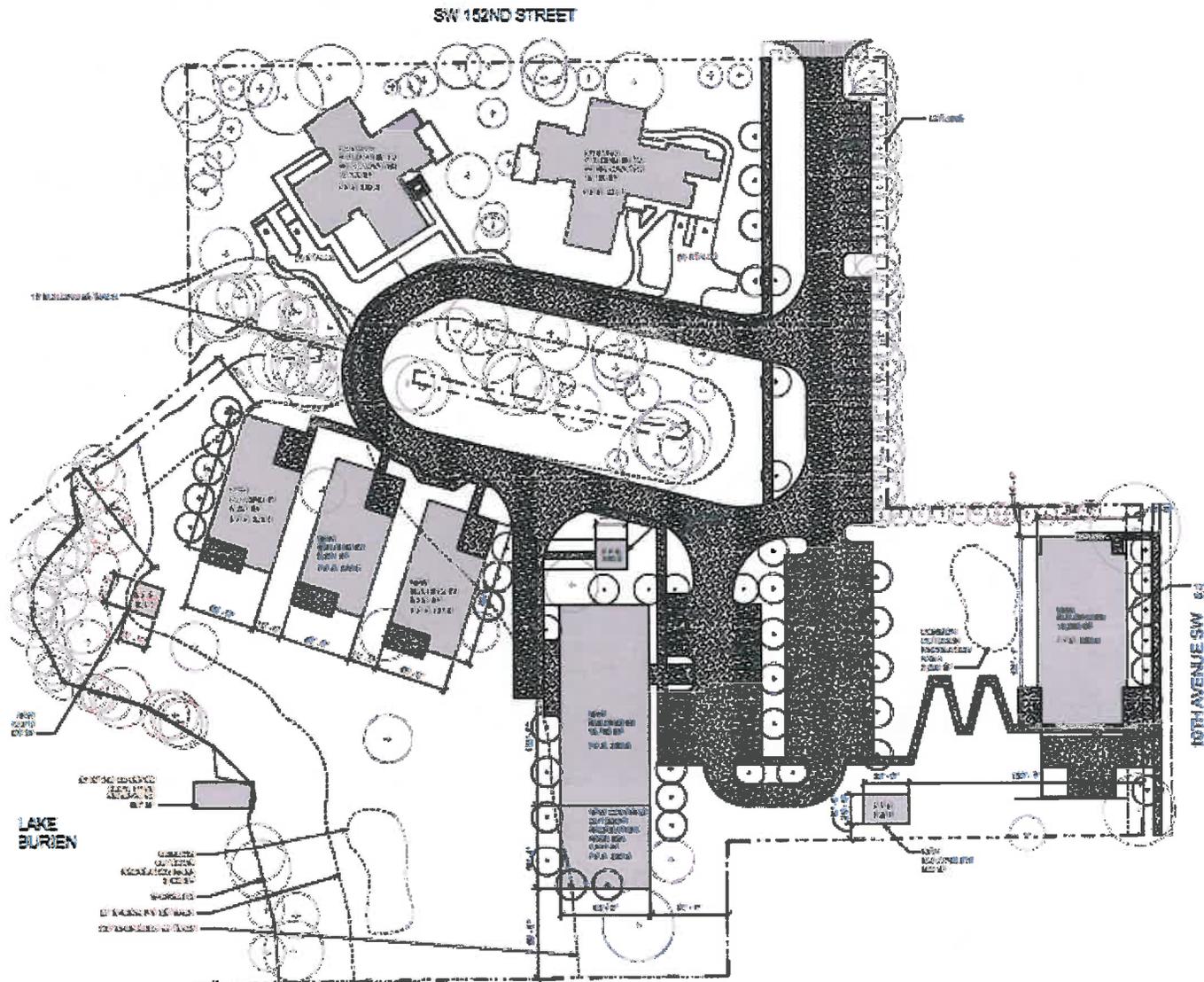


2013-1	Comprehensive Plan Map Amendment/Rezone Request Parcel No. 192304-9054 (See map above) Address: 1033 SW 152nd Street (See map above) File No. PLA 13-0413 Request: Comprehensive Plan change from Moderate Density Residential Neighborhood to Special Planning Area 2 and Rezone from Residential Single-Family 7,200 (RS-7,200) to Special Planning Area 2 (SPA-2).
--------	---

**Navos/Ruth Dykeman Children's Center
Behavioral Healthcare Center of Excellence for Children, Youth
and Families on the Lake Burien Campus**



Lake Burien Campus Master Plan Approved July 17, 2013 (PLA 13-0733)



CITY OF BURIEN
Dept. of Community Development
15811 Ambaum Blvd SW Ste. C
Burien, WA 98166
(206) 248-5510

2013 Comprehensive Plan Map Amendment and Rezone Request
for
Navos (Ruth Dykeman Children's Center)

AMENDMENT REFERENCE NUMBER: 2013-1

APPLICANT(S): Chris Fiori with Heartland, LLC for Navos (Ruth Dykeman Children's Center), Property Owner

LOCATION: 1033 SW 152nd Street, Burien WA 98166 (See Attachment 1).

REQUEST(S):

1. Change Comprehensive Plan Designation from Moderate Density Residential Neighborhood to Special Planning Area 2.
2. Change Zoning Designation from RS-7,200 Single-Family Residential to SPA-2 Special Planning Area 2.

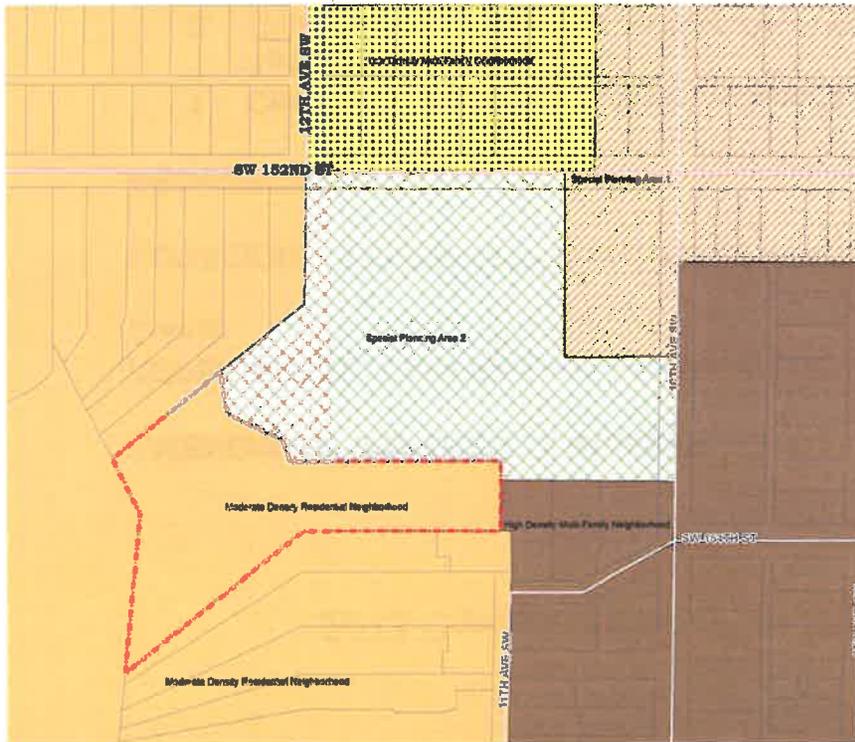
TAX PARCELNUMBER(S): 192304-9054

STAFF RECOMMENDATIONS:

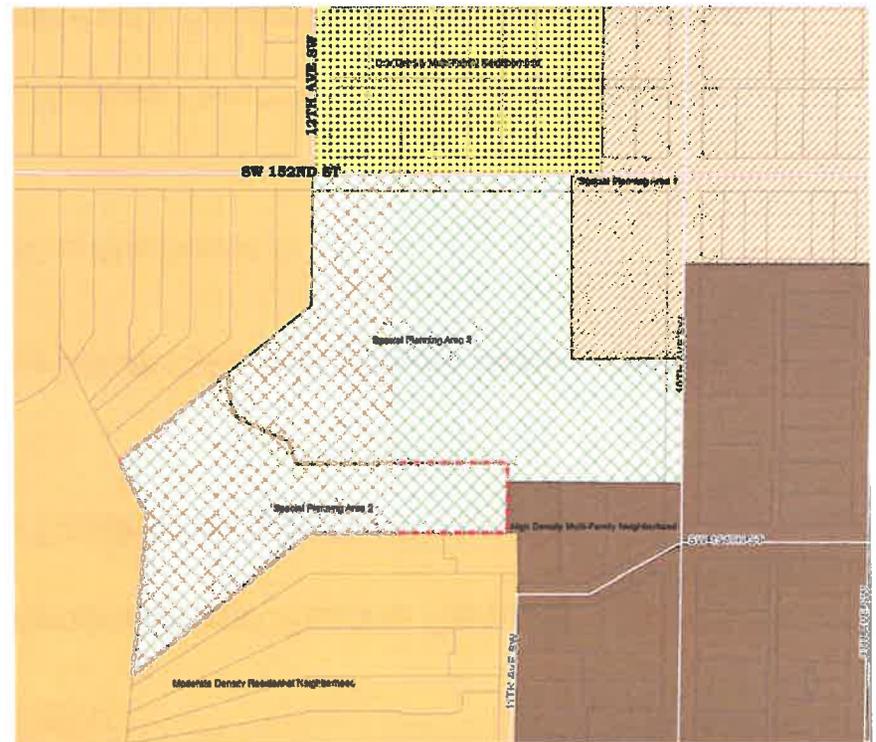
1. Amend Comprehensive Plan Designation from Moderate Density Residential Neighborhood to Special Planning Area 2.
2. Amend Zoning Designation from RS-7,200 Single-Family Residential to Special Planning Area 2 (SPA-2).

Amendment No. 2013-1 (File No. PLA 13-0413) Navos/Ruth Dykeman Children's Center

Comprehensive Plan Map Designation



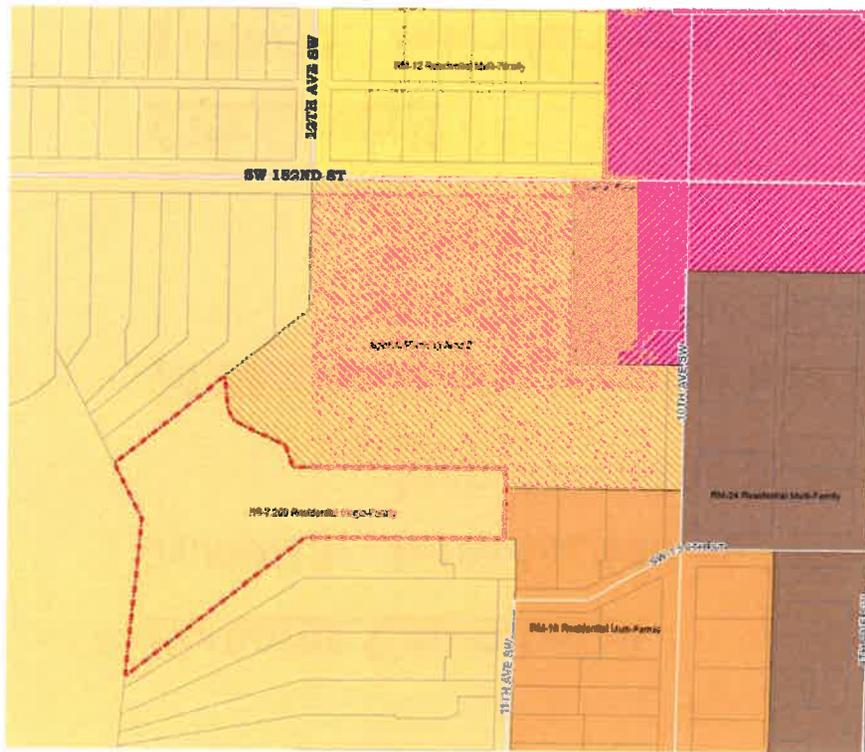
Existing



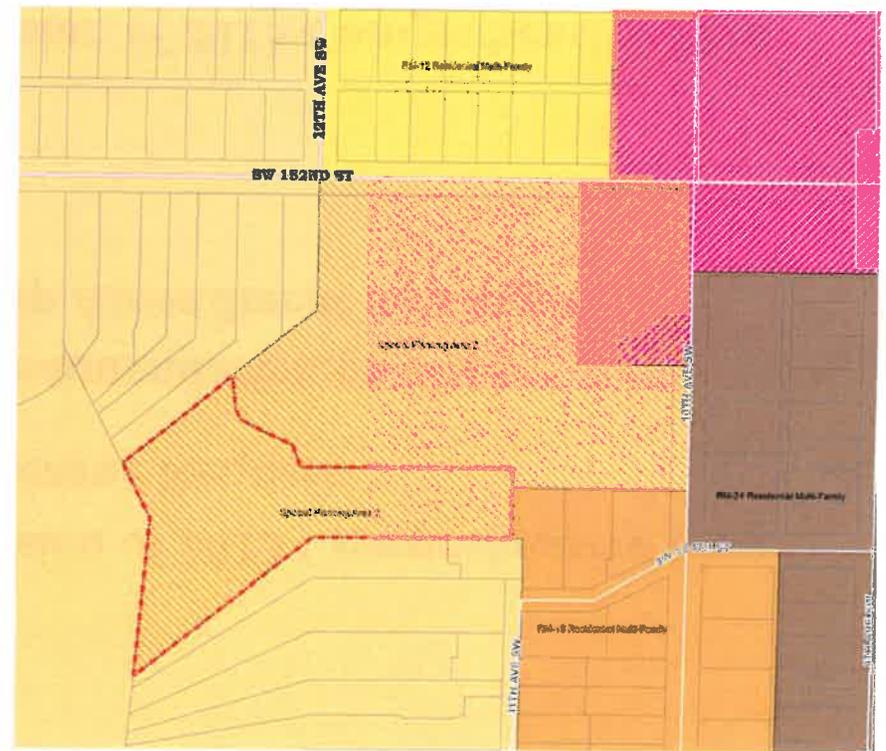
Proposed

Amendment No. 2013-1 (File No. PLA 13-0413) Navos/Ruth Dykeman Children's Center

Zoning Map Designation



Existing



Proposed

2013 COMPREHENSIVE PLAN MAP AMENDMENT/REZONE

Planning Commission

10/09/13: Introduction and Discussion of 2013 Comprehensive Plan Map Amendment and Rezone Request.

10/23/13: Public Hearing and Recommendation on 2013 Comprehensive Plan Map Amendment and Rezone Request.

City Council

11/18/13: Introduction and Discussion of 2013 Comprehensive Plan Map Amendment and Rezone Request.

12/02/13: Discussion and Action on 2013 Comprehensive Plan Map Amendment and Rezone Request.

CITY OF BURIEN
COUNCIL PROPOSED AGENDA SCHEDULE
2013/2014

November 25, 6:30 pm Parks & Recreation Board Interview, 7 pm Council Study Session

Proclamation Honoring King County Councilmember Julia Patterson.

(City Manager)

Discussion on Outreach to Diverse Groups.

(City Manager – Rescheduled from 9/23/13)

Discussion on Process for Integrating New Councilmembers.

(City Manager – Council direction on 8/19)

December 2, 7 pm Regular Council Meeting

Public Hearing and Discussion on Proposed Ordinance No. 593, Adopting a Cable Franchise Renewal.

(City Manager)

Motion to Adopt Ordinance No. 588, Amending the 2013-2014 Biennial Budget.

(Finance)

Motion to Adopt Ordinance No. 591, Amending the 2013 Comprehensive Plan Amendments.

(Community Development)

Motion to Adopt Proposed Resolution No. 352, Entering Findings of Fact and Conclusions of Law Regarding Preliminary Approval of the Westview Subdivision.

(Community Development)

Motion to Approve Appointment to the Parks and Recreation Board.

(City Manager)

Discussion Regarding Draft Ordinance No. xxx, Relating to Legal Holidays.

(City Manager)

Update on Downtown Bike Rack Project (WABI Burien).

(Parks)

Discussion on Speed Limits.

(Public Works)

Discussion on Truck Routes.

(Public Works)

Discussion on Amending the Acknowledgement Policy.

(City Manager)

City Manager's Report.

(City Manager)

December 16, 6:30 pm Reception for Outgoing Councilmember(s), 7 pm Regular Council Meeting

Motion to Adopt Ordinance No. xxx, Relating to Speed Limits.

(Public Works)

Motion to Adopt Ordinance No. xxx, Relating to Truck Routes.

(Public Works)

Motion to Adopt Ordinance No. 593, Granting a Cable Franchise Renewal to Comcast of Washington IV, Inc.

(City Manager)

Motion to Adopt Resolution No. 351, Amending Resolution No. 326 Relating to the Acknowledgement Policy Award Naming Procedures and Volunteer Recognition Plan.

(City Manager)

Motion to Adopt Ordinance No. xxx, Relating to Legal Holidays.

(City Manager)

Discussion on Utility Undergrounding Ordinance.

(Public Works – Council direction on 6/17)

Review of Council Proposed Agenda Schedule.

(City Manager)

City Manager's Report.

(City Manager)

December 23, 7 pm Council Study Session

2014

January 6, 6:30 pm Reception for Newly Elected Councilmembers, 7 pm Regular Council Meeting Oath of Office

Oath of Office to Councilmembers-Elect.
(City Manager)

Election of Mayor and Deputy Mayor

Election of Mayor.
(City Manager)

Election of Deputy Mayor.
(City Manager)

Business Agenda

Discussion on City Council Appointments to Local Government Organizations.
(City Manager)

January 20, Regular Meeting CANCELLED (MLK Jr. Holiday)

January 27, 7 pm Council Study Session

Presentation on Communications Plan and Social Media Policy.
(City Manager)

February 3, 7 pm Regular Council Meeting

Presentation on Adopt-a-Park Program.
(Parks)

Motion to Approve Burien City Council Appointments to Local Government Organizations.
(City Manager)

February 17, Regular Meeting CANCELLED (Presidents' Day Holiday)

February 24, 7 pm Council Study Session

Tentative - Community Recreation Center.
(Parks)

Tentative - Public Works Maintenance Facility.
(Public Works)

March 3, 7 pm Regular Council Meeting

March 17, 7 pm Regular Council Meeting

March 24, 7 pm Council Study Session

April 7, 7 pm Regular Council Meeting

April 21, 7 pm Regular Council Meeting

April 28, 7 pm Council Study Session

May, 5, 7 pm Regular Council Meeting

May 19, 7 pm Regular Council Meeting

May 26, 7 pm Council Study Session CANCELLED (Memorial Day Holiday)

**CITY COUNCIL
STUDY SESSION TOPICS**

#	Identified by Council or Staff	Topics	Status
1.	Council Retreat - 2012	Wellness Cluster Initiative	Scheduled for City Manager's Report on 11/4/13
2.	Council Retreat 2012	Outreach to Diverse Groups	Scheduled for 11/25/13
3.	Council Meeting – 8/19/13	Process for Integrating New Councilmember(s)	Scheduled for 11/25/13
4.	Staff 8/30/13	Presentation on Communications Plan and Social Media Policy	Tentatively Scheduled for 1/27/14
5.	Council Meeting – 12/3/12	Community Recreation Center	Tentatively Scheduled for 2/24/14
6.	Staff 9/11/13	Public Works Maintenance Facility	Tentatively Scheduled for 2/24/14
7.	Council Meeting – 2/25/13	Council Election by Wards	Council direction on 3/25/13 to defer the discussion until a later date
8.	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
8/6/12	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 # 10 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
9/23/13	Provide Council Study Session Topic List for Items in Which Council Would Still Be Interested & Have Formal Process to Add Items
9/23/13	Discussion on Increasing Pet License Revenue
10/7/13	Briefing on the Northeast Redevelopment Area (NERA)
10/28/13	Discussion on Business Impediments Including Transportation Impact Fees and Downtown Parking
10/28/13	Discussion on Economic Development Strategic Plan



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: November 18, 2013
SUBJECT: City Manager's Report

I. INTERNAL CITY INFORMATION

A. Employees Receive On-Site Flu Shots

On October 8, 2013, GetaFluShot.com provided on-site flu vaccinations to 27 employees. As the company provides direct billing for the vaccinations to the employees' insurance company, the on-site event provides a quick, efficient way for employees to prepare for the coming flu season. The flu vaccination reportedly reduces the risk of influenza by up to 90%.

B. AWC Health Questionnaire

Each year AWC sponsors an annual Health Questionnaire (HQ) for employees and spouses covered by the City's medical insurance. The confidential questionnaire is aimed at promoting the health of employees and spouses, and containing the rising costs of health care. By knowing their "numbers", participants are better able to take responsibility for their own wellness. Participants earned a \$35 Visa debit card for completing the HQ between August 1 and November 1. This year, 79% of our eligible employees and spouses participated in the program. Due to the high participation figure, the HQ also provided tangible benefits for the City: 1) We qualify for an AWC mini-grant for future Wellness-related programs; 2) We fulfill a requirement of the WellCity Award which, when earned, provides a 2% discount on our medical premiums; and 3) The HQ data will be used to guide and evaluate our future wellness efforts.

C. Proposed King County Metro Transit Service Reductions (Page 291)

On November 8, 2013, King County Metro announced major service cuts and reductions to bus service in King County as described in the letter (attached) to elected officials. The magnitude of service cuts and reductions faced by Burien and other Puget Sound communities is being driven by the expiration of existing public transportation funding sources and the need to secure additional long-term funding authority for King County Metro. The City's attention is now being focused on the Washington State Legislature in an effort to secure additional funding to minimize or avoid the proposed cuts. In order to better communicate the impact of service cuts

and reductions on the Burien residents, and to assist in the effort to develop a longer range transit funding package, the City is also offering a helping hand to King County in its effort to mobilize concerned transit users and residents. In the coming weeks, we will be posting news of community outreach events, resident involvement information, and other public transportation information on the City website and social media sites. On June 3, the City Council adopted Resolution 344 expressing strong support for a comprehensive transportation investment program, including direct funding and funding options for local governments, as part of a statewide effort coordinated by Keep Washington Rolling. The City will be expanding its participation in this statewide coalition as a more firm direction for proposed legislative action as it emerges in the next month.

II. COUNCIL UPDATES/REPORTS

A. 3rd Quarter 2013 Finance Report (Page 293)

The 3rd quarter financial report is attached, as discussed and approved by Council. The report is comprised of four components:

1. A comparison of the operating funds for 3rd Quarters 2012 and 2013.
2. The financial status of the 2013 budgeted capital improvement projects.
3. Contracts over \$25,000 signed by the City Manager.
4. A copy of the budgeted transfers.

B. Proclamation for Pancreatic Cancer Awareness Month (Page 303)

The City Council has proclaimed November, 2013 "Pancreatic Cancer Awareness Month". Pancreatic cancer is one of the deadliest cancers, and increasing public awareness about the disease enhances the health of residents by improving the chances of early detection, educating about the causes, and promoting research for effective treatment.

C. 3rd Quarter 2013 Construction and Land Use Permit Report (Page 305)

Attached is the Construction and Land Use Permit Activity Report for the 3rd Quarter of 2013. Construction inspections remained steady when compared with 3rd Quarter 2012. The 3rd Quarter 2013 brought in the highest number of permits issued when compared to recent years while revenues were slightly lower than previous 3rd Quarters. Applications for 13 new single family residences were received online through the MyBuildingpermit.com website and are expected to be issued in the 4th Quarter. There was also an increase in permit applications for shoreline homes, allowing for vesting to pre-Shoreline Master Plan (SMP) shoreline regulations.

The number of land use applications received and number of pre-application meetings conducted remained consistent with 3rd Quarter 2012 figures, while the number of Land Use decisions issued increased significantly.

D. CVS Pharmacy Applies for Permits

CVS Pharmacy applied for permits on November 12 to construct a new 16,882 retail pharmacy with drive-through to be located at 107 SW 160th St. The project is valued at over \$2 million. The application and construction drawings were received online via MyBuildingpermit.com. Staff will be reviewing the project electronically.

E. Public Beach Access at Three Tree Point (Page 313)

Council received a letter from Julia Mine dated October 18, 2013. Mrs. Mine has requested that the City improve the public beach access at Three Tree Point with a ramp for people to walk boats onto the beach to launch. She has expressed concern over the dangers associated with carrying a boat over the existing rocks and rough terrain. Staff is supportive of this request and the Comprehensive Plan recognizes the importance of providing enhanced public access to the shoreline areas; however, there is no funding in the current budget for such a project.

Staff has evaluated several options for a ramp in this area, and determined that a fairly inexpensive solution would be a combination of rock walls and fill; however, permits will be required from the Army Corps of Engineers, Department of Fish and Wildlife, and through our own Shoreline Master Plan requirements. While staff has had brief discussions with permitting agencies, a final determination and approval will not be made until an application is submitted (especially for the Army Corps permit). A reasonably high level of plan detail will be required to submit the permits – and there is no certainty of approval until the permits are reviewed. Preliminary discussions with Fish and Wildlife indicate that they are receptive to this proposal but concerned about erosion and maintenance issues. City staff is also concerned about maintenance needs, but believe they can be minimized, although not entirely eliminated. The improvements will have to be Americans with Disabilities Act (ADA) compliant, and as such will cost more than a design solution that does not address ADA. Staff estimates the project to cost between \$20,000 and \$35,000 to design, permit and construct. The large range is necessary because the level of detail and engineering required by the permitting agencies is highly unpredictable until design details are complete and permit applications are submitted. Over half this cost is design and permitting; actual construction is anticipated to be less than \$15,000.

F. Citizen Action Report (CAR) (Page 315)

Staff has provided Council with the attached October Citizen Action Report.

G. Notices: (Page 325)

The following (attached) Notices were published:

- Notice of Decision: Burien City Council approved the application to subdivide two existing residential lots totaling 2.19 acres into fourteen single-family residential lots, with conditions, by adopting Resolution No. 349 on October 28, 2013. This decision may be appealed to Superior Court pursuant to Burien Municipal Code Section 2.20.050.
- Notice of Application: Applicant requests a Shoreline Substantial Development Permit to upgrade and improve Lift Station 14. The decision on this application will be made by the Community Development Director, and prior to the decision, there is an opportunity for the public to submit written comments. Written comments must be received by project planner Brandi Eyerly, AICP, prior to 5:00 p.m. on Thursday, November 29, 2013.

From: Desmond, Kevin
Sent: Friday, November 08, 2013 4:41 PM
Subject: Major Metro Transit Service Cuts Announced
Importance: High

Department of Transportation
Metro Transit Division
General Manager's Office
201 S. Jackson Street
KSC-TR-0415
Seattle, WA 98104-3856

November 8, 2013

Dear Elected Official:

On November 7, Executive Dow Constantine, Councilmember Larry Phillips and I announced a proposal to make major service cuts because of Metro's funding shortage. The recession and weak economy have eroded the sales tax revenue that supports public transit. As a result, King County now has two choices: find a sustainable funding source that will allow Metro to continue service at current levels, or cut Metro Transit service to balance the budget. The King County government gets taxing authority from the state Legislature. Without new local funding, we will continue to face this deficit and must cut service.

For the past six months, we've been talking with you and working with the Washington State Legislature to try to find permanent local funding tools for transit along with a comprehensive statewide transportation package. We've managed to preserve most of our service over the past five years, in large part by working to cut costs. But two sources of temporary funding run out next June, and while sales tax revenues are trending a bit better than expected, it is not nearly enough to solve the problem. We have had no choice but to plan service reductions that would begin in fall 2014.

Metro may have to eliminate, reduce, or revise more than three-quarters of our bus routes to close the budget gap. We've analyzed the transit system using objective data, and used our service guidelines as the basis for a proposal to cut our service. Over the next few months there will be many opportunities for you and your communities to learn about the proposed changes to the system. You can find details of the proposed changes, as well as the many ways your constituents can talk with us about them on our website at www.kingcounty.gov/metro/future. The website has a link to a survey and a calendar of

public meetings and community outreach events where you and your constituents speak with us directly about the proposed cuts.

We would appreciate your help to let your constituents know about these opportunities to learn more and share their opinions. Ideas that help us minimize impacts and serve more riders, while still cutting the necessary service hours and not shifting impacts from one community to another, could allow us to modify this proposal before it goes to the King County Council for consideration.

The proposal announced yesterday describes how transit service would be reduced countywide and on major roadways. Metro customers everywhere would have to walk farther, wait longer, transfer more, and ride more crowded buses—and some would lose service entirely. Traffic congestion would get worse for everyone. No one wants their service to be cut. We would like to meet the varied, vast, and growing needs of the county, but will be forced to reduce the Metro system by up to 17 percent unless an alternate funding source is secured. We sincerely hope that we will not have to make these cuts. We want to continue helping people get where they need to go—not make it harder for them to get around.

I hope Metro service will continue to meet King County's transportation needs. If you have any questions about our need to reduce service, our reduction priorities, or any related issues, please contact Communications Manager Betty Gulledge-Bennett at betty.gulledge-bennett@kingcounty.gov or 206-477-3834.

Sincerely,

Kevin Desmond
General Manager
Metro Transit Division

**City of Burien
2013 3rd Quarter Financial Report**

	2013			2012			Year End Actual Audited
	Adopted Budget	3rd Quarter Year-to-Date	% of Budget	Revised Budget	3rd Quarter Year-to-Date	% of Budget	
GENERAL FUND							
Revenues							
Beginning Fund Balance	\$ 3,814,905	\$ 6,446,024	168.97%	\$ 3,240,799	\$ 3,899,799	120.33%	\$ 3,899,799
Property Tax	5,657,000	3,111,113	55.00%	5,979,000	3,368,049	56.33%	5,955,057
Sales Tax	4,496,000	2,849,755	63.38%	4,496,000	2,637,814	58.67%	4,697,730
Sales Tax - Annexation Credit	541,000	337,735	62.43%	500,000	310,334	62.07%	552,823
Sales Tax - Local Criminal Justice	975,000	592,570	60.78%	975,000	548,836	56.29%	998,672
Business & Occupation Tax	563,000	368,371	65.43%	563,182	350,512	62.24%	530,770
Utility Taxes	2,851,000	1,979,060	69.42%	2,945,749	2,033,076	69.02%	3,149,631
Gambling & Leasehold Excise Tax	575,000	257,761	44.83%	575,000	313,246	54.48%	462,399
Total Taxes	15,658,000	9,496,364	60.65%	16,033,931	9,561,867	59.64%	16,347,082
Misc. Licenses & Permits	85,000	67,937	79.93%	84,319	74,995	88.94%	77,450
Franchise Fees	580,000	456,211	78.66%	580,024	430,719	74.26%	579,233
Permits - Building Related	394,000	276,082	70.07%	391,500	306,419	78.27%	396,223
Permits - Electrical	80,000	91,153	113.94%	82,080	98,485	119.99%	124,921
Permits - Right of Way	80,000	87,565	109.46%	105,268	50,275	47.76%	85,763
Total Licensing & Permits	1,219,000	978,948	80.31%	1,243,191	960,893	77.29%	1,263,590
Federal Grants	74,000	30,450	41.15%	-	91,110	0.00%	103,940
State Grants	30,000	46,162	153.87%	50,000	6,543	13.09%	7,817
State - City Assistance	57,000	5,528	9.70%	-	44,747	0.00%	46,465
State - Criminal Justice	266,000	161,068	60.55%	262,000	235,605	89.93%	320,932
DUI Programs	10,000	6,433	64.33%	10,000	6,740	67.40%	8,909
Liquor Tax & Profit	443,000	321,785	72.64%	535,804	543,090	101.36%	650,952
Intergovernmental Services	150,000	120,579	80.39%	201,500	53,517	26.56%	97,627
Intergovernmental - Seattle City Light	925,000	593,145	64.12%	681,000	838,413	123.11%	1,067,615
Total Intergovernmental	1,955,000	1,285,150	65.74%	1,740,304	1,819,765	104.57%	2,304,257
Planning Fees	100,000	105,928	105.93%	153,900	51,055	33.17%	74,418
Building Plan Review Fees	205,000	184,647	90.07%	205,200	146,171	71.23%	177,188
Other Miscellaneous Charges	22,000	55,486	252.21%	-	28,531	0.00%	56,884
Parks & Recreation Charges	660,000	599,027	90.76%	718,740	557,980	77.63%	668,644
Total Charges for Services	987,000	945,088	95.75%	1,077,840	783,737	72.71%	977,134
Penalties, Fines and Forfeitures	200,000	226,380	113.19%	410,000	208,498	50.85%	281,309
Miscellaneous	10,000	31,399	313.99%	63,000	749,884	1190.29%	753,561
Total Current Revenues	\$ 20,029,000	\$ 12,963,329	64.72%	\$ 20,568,266	\$ 14,084,644	68.48%	\$ 21,926,933
Transfers in	75,000	-	0.00%	159,000	-	0.00%	159,000
Other Financing Sources-Line of Credit	-	2,370,562	0.00%	-	-	0.00%	-
Total Revenues and Transfers	\$ 20,104,000	\$ 15,333,891	76.27%	\$ 20,727,266	14,084,644	67.95%	\$ 22,085,933
TOTAL ALL RESOURCES	\$ 23,918,905	\$ 21,779,915	91.06%	\$ 23,968,065	\$ 17,984,443	75.04%	\$ 25,985,732

City of Burien
2013 3rd Quarter Financial Report

	2013			2012			Year End Actual Audited
	Adopted Budget	3rd Quarter Year-to-Date	% of Budget	Revised Budget	3rd Quarter Year-to-Date	% of Budget	
GENERAL FUND							
Expenditures by Department							
City Council	\$ 211,130	\$ 133,168	63.07%	\$ 209,400	\$ 149,379	71.34%	\$ 180,401
City Manager	1,156,265	723,358	62.56%	1,148,249	706,211	61.50%	964,706
Economic Development	258,215	2,651,239	1026.76%	301,012	183,472	60.95%	285,121
Human Resources	174,400	104,353	59.84%	170,371	117,365	68.89%	156,044
Finance	2,391,110	1,558,596	65.18%	2,898,054	1,734,158	59.84%	2,289,277
Legal	956,555	658,514	68.84%	930,666	602,125	64.70%	1,254,563
Police	10,236,600	5,671,692	55.41%	10,134,700	6,315,471	62.32%	9,648,091
Public Works	565,650	395,311	69.89%	513,322	345,381	67.28%	439,605
Community Development	1,389,260	849,984	61.18%	1,419,490	919,759	64.80%	1,301,241
Parks, Recreation & Cultural Services	2,736,345	1,843,979	67.39%	2,729,898	1,866,455	68.37%	2,697,889
Total Expenditures	\$ 20,075,530	\$ 14,590,192	72.68%	\$ 20,455,162	\$12,939,776	63.26%	\$ 19,216,937
Transfers Out	476,000	-	0.00%	357,000	-	0.00%	322,771
Total Expenditures and Transfers	\$ 20,551,530	\$ 14,590,192	70.99%	\$ 20,812,162	\$12,939,776	62.17%	\$ 19,539,708
Expenditures by Line Item							
Salaries	\$ 3,678,940	\$ 2,555,004	69.45%	\$ 3,723,805	\$ 2,596,118	69.72%	\$ 3,602,789
Personnel Benefits	1,334,180	897,263	67.25%	1,348,048	859,880	63.79%	1,203,019
Total Salaries and Benefits	5,013,120	3,452,268	68.86%	5,071,853	3,455,998	68.14%	4,805,808
Supplies	186,310	120,821	64.85%	167,890	124,598	74.21%	180,790
Professional Services	2,811,510	1,668,499	59.35%	3,019,465	1,717,706	56.89%	2,497,495
Communications	88,200	50,434	57.18%	107,364	56,473	52.60%	76,932
Travel, Meals, Mileage	34,350	3,023	8.80%	38,900	5,660	14.55%	7,365
Advertising	13,950	9,777	70.09%	23,500	5,939	25.27%	9,837
Operating Rents and Leases	91,500	53,878	58.88%	63,450	46,066	72.60%	62,596
Insurance	200,110	199,026	99.46%	190,000	171,397	90.21%	171,397
Utility Services	201,700	136,156	67.50%	221,000	139,635	63.18%	219,344
Repairs and Maintenance	65,200	41,284	63.32%	62,200	36,247	58.27%	59,813
Dues and Memberships	114,870	89,888	78.25%	127,110	106,986	84.17%	109,392
Printing and Binding	19,700	5,560	28.22%	78,091	15,909	20.37%	28,083
Registrations and Training	58,710	21,642	36.86%	51,100	15,609	30.55%	23,139
Subscriptions and Publications	42,150	33,092	78.51%	39,107	28,908	73.92%	35,736
Other Miscellaneous	42,150	32,662	77.49%	63,182	50,565	80.03%	487,709
Total Services and Charges	3,784,100	2,344,920	61.97%	4,084,469	2,397,100	58.69%	3,788,838
Total Intergovernmental Services	11,054,500	6,294,207	56.94%	11,116,450	6,949,473	62.52%	10,422,563
Total Capital Outlay	37,500	2,377,976	6341.27%	14,500	12,607	86.94%	18,938
Total Expenditures	\$ 20,075,530	\$ 14,590,192	72.68%	\$ 20,455,162	\$12,939,776	63.26%	\$ 19,216,937
Transfers Out	476,000	-	0.00%	357,000	-	0.00%	322,771
Total Expenditures and Transfers	\$ 20,551,530	\$ 14,590,192	70.99%	\$ 20,812,162	\$12,939,776	62.17%	\$ 19,539,708
Ending Fund Balance	3,367,375	-	0.00%	3,155,903	-	0.00%	6,446,024
TOTAL ALL USES	\$ 23,918,905	\$ 14,590,192	61.00%	\$ 23,968,065	\$12,939,776	53.99%	\$ 25,985,732

**City of Burien
2013 3rd Quarter Financial Report**

	2013			2012			Year End Actual Audited
	Adopted Budget	3rd Quarter Year-to-Date	% of Budget	Revised Budget	3rd Quarter Year-to-Date	% of Budget	
STREET FUND							
Revenues							
Beginning Fund Balance	\$ 119,062	\$ 423,366	355.58%	\$ 55,176	\$ 150,218	272.25%	\$ 150,218
Solid Waste Utility Tax	394,000	258,717	65.66%	-	-	0.00%	-
Parking Tax	150,000	104,631	69.75%	-	34,781	0.00%	50,437
Business License Fees	290,000	257,957	92.40%	290,000	259,120	89.35%	282,943
Solid Waste Franchise Fees	220,000	162,742	73.97%	216,275	159,212	73.62%	213,016
Motor Vehicle Fuel Tax	984,000	726,775	73.85%	1,075,000	716,071	66.61%	973,648
Disaster Assistance	-	-	0.00%	-	73,965	0.00%	73,965
Miscellaneous	-	1,386	0.00%	-	3,123	0.00%	3,837
Total Revenue	\$ 2,038,000	\$ 1,522,207	74.69%	\$ 1,581,275	\$ 1,246,272	78.81%	\$ 1,597,846
TOTAL ALL RESOURCES	\$ 2,157,062	\$ 1,945,574	90.20%	\$ 1,636,451	\$ 1,396,490	85.34%	\$ 1,748,064
Expenditures							
Salaries	\$ 510,470	\$ 314,802	61.67%	\$ 414,581	\$ 266,470	64.27%	\$ 382,873
Personnel Benefits	188,905	116,819	61.84%	142,150	99,355	69.89%	142,505
Total Salaries & Benefits	699,375	431,620	61.72%	556,731	365,824	65.71%	525,378
Supplies	123,000	109,115	88.71%	59,000	54,507	92.39%	86,850
Professional Services	256,000	88,124	34.42%	283,000	72,827	25.73%	204,600
Telephone	8,000	3,528	44.10%	5,000	3,421	68.41%	5,052
Travel, Meals, Mileage	1,000	21	2.15%	3,000	150	4.99%	190
Advertising	500	-	0.00%	1,000	-	0.00%	-
Operating Rents & Leases	50,000	35,700	71.40%	48,000	39,762	82.84%	47,226
Utilities	130,000	76,146	58.57%	115,500	70,884	61.37%	108,027
Repairs And Maintenance	40,000	13,544	33.86%	120,000	70,449	58.71%	87,649
Dues & Memberships	1,000	666	66.60%	1,000	673	67.25%	1,196
Printing & Binding	1,200	686	57.15%	1,200	710	59.20%	1,170
Registrations & Training	4,000	3,799	94.96%	8,000	1,062	13.28%	1,827
Miscellaneous	4,000	30	0.75%	5,500	188	3.42%	388
Total Other Services & Charges	495,700	222,243	44.83%	591,200	260,125	44.00%	457,325
King County Street Maintenance	75,000	5,580	7.44%	75,000	-	0.00%	15,380
King County Traffic Signal/Sign/Control Maint.	250,000	59,758	23.90%	250,000	113,343	45.34%	158,997
Total Intergovernmental	325,000	65,338	20.10%	325,000	113,343	34.87%	174,376
Machinery And Equipment	-	-	0.00%	1,000	1,258	125.84%	1,258
Total Expenditures	\$ 1,843,075	\$ 828,317	50.41%	\$ 1,532,931	\$ 795,058	51.87%	\$ 1,245,197
Operating Transfers Out	375,000	100,000	26.67%	79,500	-	0.00%	79,500
Total Expenditures and Transfers	\$ 2,018,075	\$ 928,317	46.00%	\$ 1,612,431	\$ 795,058	49.31%	\$ 1,324,697
Ending Fund Balance	138,987	-	0.00%	24,020	-	0.00%	423,366
TOTAL ALL USES	\$ 2,157,062	\$ 928,317	43.04%	\$ 1,636,451	\$ 795,058	48.58%	\$ 1,748,064

City of Burien
2013 3rd Quarter Financial Report

	2013			2012			Year End Actual Audited
	Adopted Budget	3rd Quarter Year-to-Date	% of Budget	Revised Budget	3rd Quarter Year-to-Date	% of Budget	
SURFACE WATER MANAGEMENT FUND							
Revenues							
Beginning Fund Balance	\$ 253,293	\$ 747,377	295.06%	\$ 141,950	\$ 258,278	181.95%	\$ 258,278
Storm Drainage Fees	2,780,000	1,484,292	53.39%	2,482,000	1,319,739	53.17%	2,543,590
Miscellaneous	2,000	298,862	14943.08%	4,000	164,554	4113.84%	173,276
Total Revenue	\$ 2,782,000	\$ 1,783,153	64.10%	\$ 2,486,000	\$ 1,484,292	59.71%	\$ 2,716,866
TOTAL ALL RESOURCES	\$ 3,035,293	\$ 2,530,530	83.37%	\$ 2,627,950	\$ 1,742,570	66.31%	\$ 2,975,144
Expenditures							
Salaries	\$ 682,920	\$ 420,741	61.61%	\$ 571,332	\$ 379,158	66.36%	\$ 533,054
Personnel Benefits	283,765	165,467	58.31%	208,953	142,472	68.18%	200,717
Total Salaries & Benefits	966,685	586,208	60.64%	780,285	521,630	66.85%	733,770
Supplies	117,000	52,457	44.84%	42,000	48,236	114.85%	77,363
Professional Services	338,000	55,984	16.56%	251,000	101,991	40.63%	167,908
Communications	6,000	4,068	67.81%	6,000	3,485	58.08%	5,320
Travel, Meals, Mileage	1,000	99	9.90%	1,000	680	68.00%	1,113
Operating Rents & Leases	50,000	27,825	55.65%	50,000	30,332	60.66%	37,518
Utilities	8,000	2,227	27.84%	12,500	2,093	16.75%	2,787
Repairs & Maintenance	46,000	19,311	41.98%	78,000	45,262	58.03%	59,067
Dues & Memberships	1,000	815	81.46%	600	722	120.25%	849
Printing & Binding	1,500	20	1.36%	1,500	-	0.00%	77
Registrations & Training	8,000	3,312	41.39%	9,000	980	10.89%	1,993
Subscriptions and Publications	800	68	8.47%	1,500	-	0.00%	-
Other Miscellaneous	10,000	1,195	11.95%	10,500	254	2.42%	393
Interest on PWTFL Pond	5,800	5,812	100.21%	7,600	6,227	81.94%	6,227
Total Other Services & Charges	476,100	120,736	25.36%	429,200	192,026	44.74%	283,252
Intergovernmental Services	380,000	127,658	33.59%	395,000	159,766	40.45%	300,477
Machinery And Equipment	350,000	367,856	105.10%	15,000	3,404	22.70%	3,404
Total Expenditures	\$ 2,289,785	\$ 1,254,915	54.80%	\$ 1,661,485	\$ 925,063	55.68%	\$ 1,398,266
Operating Transfers Out	550,000	-	0.00%	829,500	-	0.00%	829,500
Ending Fund Balance	195,508		0.00%	136,965		0.00%	747,377
TOTAL All USES	\$ 3,035,293	\$ 1,254,915	41.34%	\$ 2,627,950	\$ 925,063	35.20%	\$ 2,975,144

PUBLIC WORKS RESERVE FUND							
Revenues							
Beginning Fund Balance	\$ 200,776	\$ 380,618	189.57%	\$ 116,620	\$ 185,776	159.30%	\$ 185,776
Real Estate Excise Tax 1st Quarter	325,000	453,597	139.57%	325,000	303,546	93.40%	435,303
Real Estate Excise Tax 2nd Quarter	325,000	453,597	139.57%	325,000	303,546	93.40%	435,303
State REET	2,000	2,160	108.01%	-	5,316	0.00%	16,121
Parks Mitigation Fees	15,000	27,174	181.16%	15,000	4,945	32.97%	10,487
Interest Income	1,000	730	72.98%	3,000	431	14.38%	628
Total Revenue	\$ 668,000	\$ 937,258	140.31%	\$ 668,000	\$ 617,784	92.48%	\$ 897,842
TOTAL ALL RESOURCES	\$ 868,776	\$ 1,317,875	151.69%	\$ 784,620	\$ 803,560	102.41%	\$ 1,083,618
Expenditures							
Operating Transfers Out	\$ 800,000	\$ 310,000	38.75%	\$ 703,000	\$ 200,000	28.45%	\$ 703,000
Ending Fund Balance	68,776		0.00%	81,620		0.00%	380,618
TOTAL All USES	\$ 868,776	\$ 310,000	35.68%	\$ 784,620	200,000	25.49%	\$ 1,083,618

**City of Burien
2013 3rd Quarter Financial Report**

	2013			2012			Year End Actual Audited
	Adopted Budget	3rd Quarter Year-to-Date	% of Budget	Revised Budget	3rd Quarter Year-to-Date	% of Budget	
EQUIPMENT RESERVE FUND							
Revenues							
Beginning Fund Balance	\$ 413,983	\$ 522,522	126.22%	\$ 317,851	\$ 383,983	120.81%	\$ 383,983
Interest Income	-	513	0.00%	-	471	0.00%	625
Operating Transfers In	250,000	-	0.00%	230,000	-	0.00%	233,404
TOTAL ALL RESOURCES	\$ 663,983	\$ 523,035	78.77%	\$ 547,851	\$ 384,454	70.17%	\$ 618,012
Expenditures							
Machinery and Equipment	\$ 200,000	\$ 62,052	31.03%	\$ 200,000	\$ 4,644	2.32%	\$ 79,327
Machinery and Equipment/Noncap.	-	10,117	0.00%	-	16,163	0.00%	16,163
Ending Fund Balance	463,983	-	0.00%	347,851	-	0.00%	522,522
TOTAL ALL USES	\$ 663,983	\$ 72,168	10.87%	\$ 547,851	\$ 20,807	3.80%	\$ 618,012

ART IN PUBLIC PLACES FUND							
Revenues							
Beginning Fund Balance	\$ 42,624	\$ 33,491	78.57%	\$ 51,541	\$ 45,424	88.13%	\$ 45,424
Interest Income	100	37	37.08%	200	52	25.82%	67
Operating Transfers In	5,000	-	0.00%	5,000	-	0.00%	-
TOTAL ALL RESOURCES	\$ 47,724	\$ 33,528	70.25%	\$ 56,741	\$ 45,476	80.15%	\$ 45,491
Expenditures							
Works of Art	\$ 7,500	\$ 3,181	42.42%	\$ 8,000	\$ 12,000	150.00%	\$ 12,000
Ending Fund Balance	40,224	-	0.00%	48,741	-	0.00%	33,491
TOTAL ALL USES	\$ 47,724	\$ 3,181	6.67%	\$ 56,741	\$ 12,000	21.15%	\$ 45,491

CAPITAL PROJECTS RESERVE FUND							
Revenues							
Beginning Fund Balance	\$ 638,303	\$ 670,418	105.03%	\$ 1,274,623	\$ 1,202,723	94.36%	\$ 1,202,723
Property Tax	668,000	340,987	51.05%	664,380	399,801	60.18%	661,851
Interest Income	1,200	806	67.20%	1,200	1,461	121.72%	1,849
TOTAL ALL RESOURCES	\$ 1,307,503	\$ 1,012,212	77.42%	\$ 1,940,203	\$ 1,603,985	82.67%	\$ 1,866,423
Expenditures							
Transfers Out	\$ 934,000	\$ 350,000	37.47%	\$ 1,230,000	\$ 500,000	40.65%	\$ 1,196,005
Ending Fund Balance	373,503	-	0.00%	710,203	-	0.00%	670,418
TOTAL ALL USES	\$ 1,307,503	\$ 350,000	26.77%	\$ 1,940,203	\$ 500,000	25.77%	\$ 1,866,423

City of Burien
2013 3rd Quarter Financial Report

	2013			2012			Year End Actual Audited
	Adopted Budget	3rd Quarter Year-to-Date	% of Budget	Revised Budget	3rd Quarter Year-to-Date	% of Budget	
TRANSPORTATION BENEFIT DISTRICT FUND							
Revenues							
Beginning Fund Balance	\$ -	\$ 23,599	0.00%	\$ -	\$ -	0.00%	\$ -
TBD Vehicle Fee	300,000	255,376	85.13%	300,000	250,263	83.42%	324,959
Interest Income	-	150	0.00%	1,500	116	7.72%	139
TOTAL ALL RESOURCES	\$ 300,000	\$ 279,125	93.04%	\$ 301,500	\$ 250,379	83.04%	\$ 325,099
Expenditures							
Transfers Out	\$ 300,000	\$ 50,000	16.67%	\$ 301,500	\$ 100,000	33.17%	\$ 301,500
Ending Fund Balance	-	-	0.00%	-	-	0.00%	23,599
TOTAL All USES	\$ 300,000	\$ 50,000	16.67%	\$ 301,500	\$ 100,000	33.17%	\$ 325,099

DEBT SERVICE FUND							
Revenues							
Beginning Fund Balance	\$ 78,905	\$ 105,431	133.62%	\$ 90,628	\$ 89,587	98.85%	\$ 89,587
Build America Bonds Subsidy	118,810	54,237	45.65%	119,000	59,405	49.92%	118,810
Town Square Mitigation Fees	48,165	48,164	100.00%	48,164	48,164	100.00%	48,164
Special Assessment Revenue	84,000	103,218	122.88%	116,000	92,612	79.84%	92,722
Interest Income	-	129	0.00%	-	123	0.00%	176
Miscellaneous Revenue	-	-	0.00%	-	-	0.00%	-
Transfers In	2,400,000	810,000	33.75%	2,411,500	800,000	33.17%	2,343,276
Total Revenue	\$ 2,650,975	\$ 1,015,747	38.32%	\$ 2,694,664	\$ 1,000,305	37.12%	\$ 2,603,150
TOTAL ALL RESOURCES	\$ 2,729,880	\$ 1,121,178	41.07%	\$ 2,785,292	\$ 1,089,892	39.13%	\$ 2,692,737
Expenditures							
Debt Service Principal and Interest	\$ 2,696,400	\$ 878,674	32.59%	\$ 2,705,346	\$ 897,782	33.19%	\$ 2,586,931
Bond Administrative Fees	1,500	901	60.07%	-	375	0.00%	375
Total Expenditures	\$ 2,697,900	\$ 879,575	32.60%	\$ 2,705,346	\$ 898,158	33.20%	\$ 2,587,306
Ending Fund Balance	31,980	-	0.00%	79,946	-	0.00%	105,431
TOTAL All USES	\$ 2,729,880	\$ 879,575	32.22%	\$ 2,785,292	\$ 898,158	32.25%	\$ 2,692,737

City of Burien, Washington
Capital Projects Expenditure Report - Third Quarter 2013

Project Name	Budget Authority thru 2013	Expended thru September 30, 2013	Remaining Budget
Parks & General Government Capital Projects			
Burien Community Center - Roof Replacement	\$ 169,000	\$ 1,814	\$ 167,186
City Facilities Upgrade	100,000	-	100,000
Dottie Harper Playground Improvements	205,000	-	205,000
Parks, Recreation, Open Space (PROS) Plan - closed	75,000	72,071	2,929
Parks Facilities Restoration	108,000	109,626	(1,626)
Puget Sound Park Improvements - closed	130,000	122,458	7,542
Seahurst Park - North Shoreline	7,977,527	6,187,728	1,789,799
Strategic Information Systems	74,560	30,871	43,689
Transportation Capital Projects			
1st Ave S Phase 1 (SW 146th St. to SW 163rd PL)	31,016,374	30,714,848	301,526
1st Ave S Phase 2 (SW 140th St to SW 146th St)	9,202,295	8,198,032	1,004,263
4th Ave SW/SW 148th Street Intersection	10,038	10,038	-
16th Ave SW Intelligent Traffic System Project	204,000	93,893	110,107
Ambaum Blvd Pedestrian Safety Project - closed	91,000	76,109	14,891
Citywide ADA Sidewalks Project	310,000	1,144	308,856
Citywide Traffic Intersections/Corridor Imprvmts	300,000	5,675	294,325
Hazel Valley Sidewalk Imprvmts (132nd St) - closed	1,006,500	908,493	98,007
Lake to Sound Trail	5,000	4,039	961
NERA Transportation Improvements	2,180,195	412,398	1,767,797
S. 132nd Street Pedestrian and Bicycle Trail	171,000	-	171,000
S. 136th Street Sidewalk Improvements	-	-	-
Street Overlay Program	10,412,000	10,306,677	105,323
Sylvester Bridge Replacement Project	100,000	58,050	41,950
Transportation Master Plan - closed	175,000	172,313	2,687
Surface Water Management Capital Projects			
Capacity Improvements at SW 158th St & 4th Ave SW	75,000	-	75,000
Drainage Master Plan Update - closed	150,000	140,047	9,953
SW 152nd St and 8th Ave SW Drainage Improvements	245,000	8,094	236,906
Hermes/Mayfair Study	250,000	1,894	248,106
NERA Drainage Improvements	4,953,033	1,083,884	3,869,149
Residential Drainage Improvement Project (RDIP)	562,342	143,031	419,311

City of Burien, Washington
Contracts Over \$25,000 Signed by the City - Third Quarter 2013

Contract Number	Vendor Name	Contract Description	Contract Amount
3881	Kenyon Disend, PLLC	2013 - 2014 Interim City Attorney and Litigation Services	Per Hourly Rates
3885	Mike Doubleday	2014 Federal and State Lobbying Services	\$ 71,000
3903	Consolidated Press	2013 - 2015 Parks Department Recreation Guide Printing Services	\$ 50,200
3915	KPG, Inc.	Design for Citywide Traffic Intersections Project	\$ 56,535
3917	Bates Roofing	Burien Community Center Roof Replacement Construction Services	\$ 185,745
3928	Seattle City Light	Service Construction Letter for Restoration of Electrical Services at Seahurst Park - North Shoreline.	\$ 33,303
3930	Highline School District	Purchase of Former Sunny Terrace Elementary School located at 1010 S. 146th Street, Burien, WA.	\$ 2,300,000
3931	New Ventures Group Development Services	Commission Agreement for Purchase of Former Sunny Terrace Elementary School located at 1010 S. 146th Street, Burien, WA.	3% of Purchase Price (\$69,000)

TRANSFERS IN

<u>Transfer TO</u>	<u>2013 Amount</u>	<u>2014 Amount</u>	<u>Transfer FROM</u>
General Fund	\$ 25,000	\$ 25,000	Street Fund
General Fund	50,000	50,000	Surface Water Management Fund
Total General Fund	\$ 75,000	\$ 75,000	
Equipment Reserve Fund	\$ 150,000	\$ 150,000	General Fund
Equipment Reserve Fund	50,000	50,000	Street Fund
Equipment Reserve Fund	50,000	50,000	Surface Water Management Fund
Total Equipment Reserve Fund	\$ 250,000	\$ 250,000	
Art in Public Places Fund	\$ 5,000	\$ 5,000	Parks & Gen. Gov. CIP Fund
Debt Service Fund	\$ 216,000	\$ 216,000	General Fund
Debt Service Fund	300,000	300,000	Street Fund
Debt Service Fund	800,000	700,000	Public Works Reserve Fund
Debt Service Fund	784,000	934,000	Capital Projects Reserve Fund
Debt Service Fund	300,000	300,000	Transportation Benefit Dist. Fund
Total Debt Service Fund	\$ 2,400,000	\$ 2,450,000	
Capital Projects			
Parks and General Gov't CIP Fund	\$ 110,000	\$ -	General Fund
Parks and General Gov't CIP Fund	150,000	-	Capital Projects Reserve Fund
Total Parks & Gen. Gov. CIP Fund	\$ 260,000	\$ -	
Transportation CIP Fund	\$ 250,000	\$ -	Surface Water Mngmnt CIP Fund
Surface Water Mgmt CIP Fund	\$ 450,000	\$ 650,000	Surface Water Management Fund
Surface Water Mgmt CIP Fund	243,035	-	Parks and General Gov't CIP Fund
Total Surface Water Mgmt CIP Fund	\$ 693,035	\$ 650,000	
TOTAL TRANSFERS IN	\$ 3,933,035	\$ 3,430,000	

TRANSFERS OUT

<u>Transfer FROM</u>	<u>2013 Amount</u>	<u>2014 Amount</u>	<u>Transfer TO</u>
General Fund	\$ 150,000	\$ 150,000	Equipment Reserve Fund
General Fund	216,000	216,000	Debt Service Fund
General Fund	110,000	-	Parks and General Gov't CIP Fund
Total General Fund	\$ 476,000	\$ 366,000	
Street Fund	\$ 25,000	\$ 25,000	General Fund
Street Fund	50,000	50,000	Equipment Reserve Fund
Street Fund	300,000	300,000	Debt Service Fund
Total Street Fund	\$ 375,000	\$ 375,000	
Surface Water Management Fund	\$ 50,000	\$ 50,000	General Fund
Surface Water Management Fund	50,000	50,000	Equipment Reserve Fund
Surface Water Management Fund	450,000	650,000	Surface Water Mgmt CIP Fund
Total Surface Water Mgmt Fund	\$ 550,000	\$ 750,000	
Public Works Reserve Fund	\$ 800,000	\$ 700,000	Debt Service Fund
Capital Projects Reserve Fund	\$ 784,000	\$ 934,000	Debt Service Fund
Capital Projects Reserve Fund	150,000	-	Parks and General Gov't CIP Fund
Total Capital Projects Reserve Fund	\$ 934,000	\$ 934,000	
Transportation Benefit District Fund	\$ 300,000	\$ 300,000	Debt Service Fund
Capital Projects			
Parks & General Gov. CIP Fund	\$ 5,000	\$ 5,000	Art in Public Places Fund
Parks & General Gov. CIP Fund	243,035	-	Surface Water Mgmt CIP Fund
Total Parks & Gen. Gov. CIP Fund	\$ 248,035	\$ 5,000	
Surface Water Mgmt CIP Fund	\$ 250,000	\$ -	Transportation CIP Fund
TOTAL TRANSFERS OUT	\$ 3,933,035	\$ 3,430,000	



**PROCLAMATION
OF THE CITY OF BURIEN,
Washington**

**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON,
PROCLAIMING NOVEMBER 2013 AS**

PANCREATIC CANCER AWARENESS MONTH

WHEREAS in 2013, an estimated 45,220 people will be diagnosed with pancreatic cancer in the United States and 38,460 will die from the disease;

WHEREAS pancreatic cancer is one of the deadliest cancers, is the fourth leading cause of cancer death in the United States; and is the only major cancer with a five-year relative survival rate in the single digits at just six percent;

WHEREAS when symptoms of pancreatic cancer present themselves, it is late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years;

WHEREAS approximately 850 deaths will occur in Washington State in 2013;

WHEREAS the incidence and death rate for pancreatic cancer are increasing and pancreatic cancer is anticipated to move from the fourth to the second leading cause of cancer death in the U.S. by 2020;

WHEREAS the U.S. Congress passed the *Recalcitrant Cancer Research Act* last year, which calls on the National Cancer Institute to develop a scientific frameworks, or strategic plans, for pancreatic cancer and other deadly cancers, which will help provide the strategic direction and guidance needed to make true progress against these diseases; and

WHEREAS the Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in the City of Burien and nationwide through a comprehensive approach that includes public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer;

WHEREAS the Pancreatic Cancer Action Network and its affiliates in the City of Burien support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure;

WHEREAS the good health and well-being of the residents of the City of Burien are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, DOES HEREBY
PROCLAIM THE MONTH OF NOVEMBER, 2013, AS**

PANCREATIC CANCER AWARENESS MONTH

in the City of Burien, and urge all residents to learn more about this deadly disease and talk to your friends and family members about risk factors to avoid and symptoms for early detection. Above all, we encourage all residents to support patients of pancreatic cancer and those who work to develop early detection tools, effective treatments, and a cure.

Dated this 5th day of November, 2013.

Mayor Brian Bennett
Councilmember Jack Block, Jr.
Councilmember Bob Edgar
Councilmember Gerald Robison

Deputy Mayor Lucy Krakowiak
Councilmember Rose Clark
Councilmember Joan McGilton

City of Burien

Mayor

CITY OF BURIEN, WASHINGTON

DATE: November 12, 2013
TO: Mayor Brian Bennett and City Council
FROM: Jan Vogee, C.B.O., Building Official
SUBJECT: Construction and Land Use Permit Activity Report for 3rd Quarter 2013

1. CONSTRUCTION-RELATED PERMITS ISSUED—QUARTERLY:

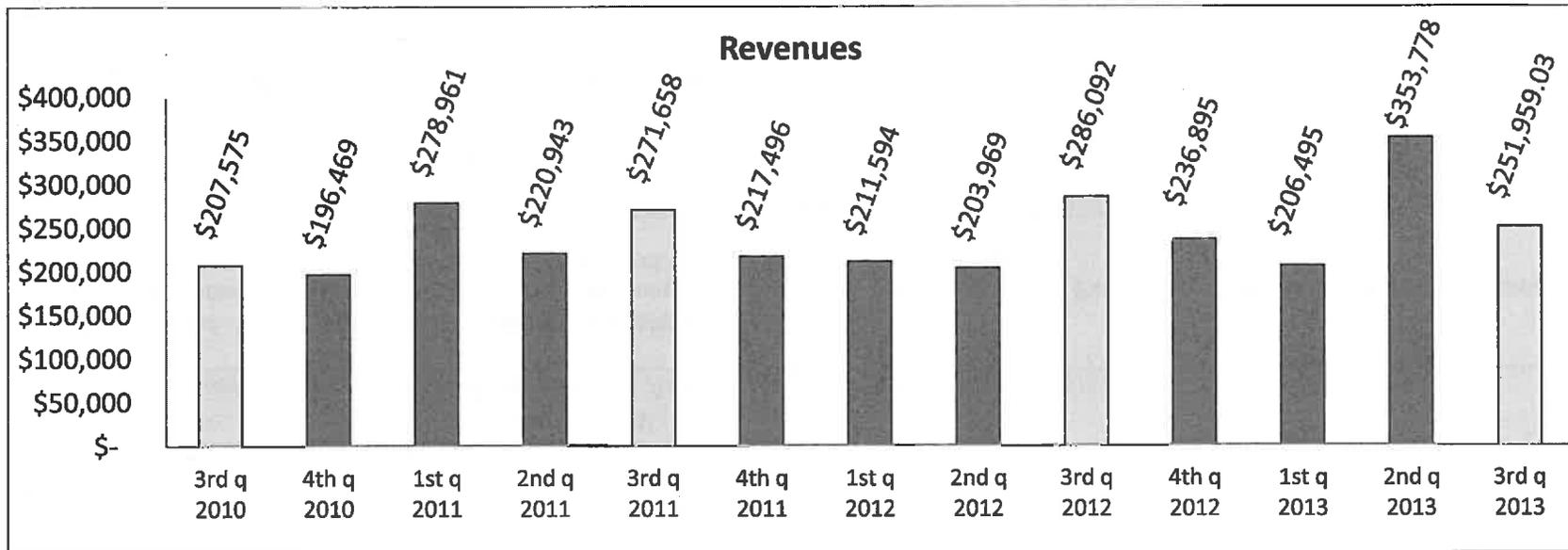
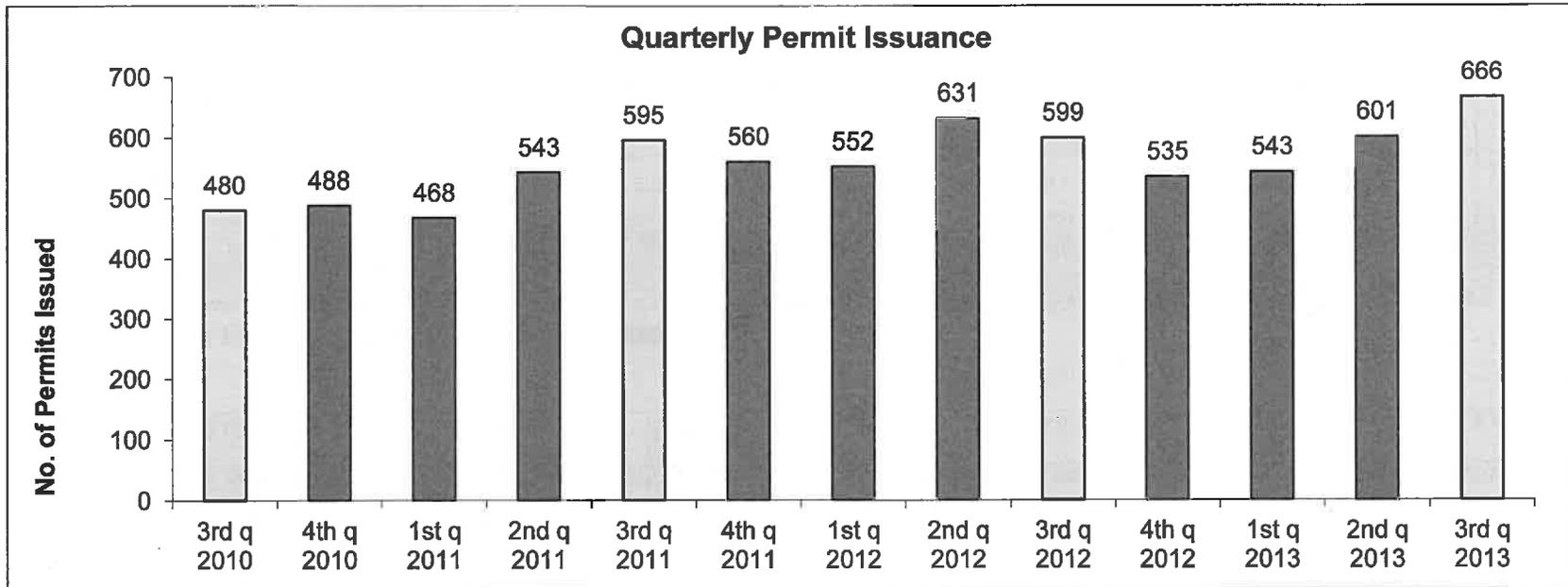
The chart below shows the number of different construction-related permits issued over the past three years, along with the revenues generated by those permits. This quarter showed the highest number of total permits issued in recent years.

ISSUED PERMITS	3 rd q 2010	4th q 2010	1 st q 2011	2nd q 2011	3 rd q 2011	4th q 2011	1 st q 2012	2 nd q 2012	3 rd q 2012	4th q 2012	1 st q 2013	2 nd q 2013	3 rd q 2013
Building	75	73	73	117	110	76	68	78	107	62	72	93	107
Demolition	17	17	16	11	6	10	13	11	16	3	12	12	16
Electrical	146	169	179	201	223	209	235	262	215	214	204	230	249
Fire Protection	15	15	16	23	32	35	30	38	27	18	34	22	28
Mechanical	58	67	60	44	65	89	73	63	74	81	67	81	73
Plumbing	35	28	33	43	38	29	24	37	37	34	34	35	42
Right-of-Way	105	82	63	74	79	87	81	116	105	100	103	100	136
Sign	29	37	28	26	30	25	28	26	18	23	17	27	15
TOTALS	480	488	468	543	595	560	552	631	599	535	543	600	666
Revenues	\$ 207,575	\$196,469	\$278,961	\$220,943	\$271,658	\$217,496	\$211,594	\$203,969	\$286,092	\$236,895	\$206,495	\$353,778	\$251,959
Valuation (\$millions)	\$ 13.7	\$ 4.8	\$ 21.5	\$ 10.2	\$ 13.8	\$ 8.4	\$ 7.7	\$ 11.0	\$ 20.6	\$11.0	\$ 5.2	\$ 16	\$ 7.7

2. CONSTRUCTION-RELATED PERMITS ISSUED-- SUMMARY:

The chart below shows a summary of permits issued, total revenue, and valuation by year. Permit volumes and revenue remain on target.

	2006	2007	2008	2009	2010	2011	2012	2013 through 3rd Quarter
Permits Issued	2003	2074	2153	1715	1799	2166	2317	1809
Total Revenues	\$ 1,005,796	\$ 916,181	\$ 1,122,922	\$ 507,866	\$ 684,494	\$ 989,058	\$ 938,550	\$812,234
Total Valuation	\$ 65,308,000	\$ 97,574,866	\$ 107,568,900	\$ 23,073,791	\$ 27,616,215	\$ 57,661,370	\$ 50,258,095	\$ 28,863,294



3. MAJOR CONSTRUCTION PERMITS ISSUED (over \$300,000 valuation):

The following table shows major construction permits issued in 3rd quarter of 2013 with a valuation over \$300,000.

Permit No.	Address	Project Name	Project Description	Valuation	Issued
BLD 12-2391	7 SW Three Tree PT LN	MCCLEAN RESIDENCE	DEMOLISH EXISTING RESIDENCE. CONSTRUCT A NEW TWO-STORY 4079 SQUARE FOOT SINGLE FAMILY RESIDENCE. REMODEL EXISTING 409 SQ. FT. ACCESSORY STRUCTURE & CONSTRUCTION OF 265 SQ. FT. ADDITION TO EXISTING ACCESSORY STRUCTURE	\$517,363	7/8/2013
BLD 13-0575	15868 1 ST AVE S	TRADER JOE'S	EXPANSION OF EXISTING TRADER JOES BUILDING INTERIOR	\$300,000	7/9/2013
BLD 13-0621	18716 4 TH AVE S	WESTWOOD RIDGE SITE IMPROVEMENTS	CLEAR & GRADE 16 LOT PLAT INSTALL UTILITY AND ROW FOR PLAT	\$367,293	7/8/2013
BLD 13-0917	14625 25 TH AVE SW	ENGSTROM - MEYER RESIDENCE NEW SFR	CONSTRUCT NEW 2750 SQ. FT. SINGLE FAMILY RESIDENCE WITH 541 SQUARE FOOT ATTACHED GARAGE	\$350,000	7/12/2013
BLD 13-1238	2825 SW 172 ND PL	KEENEY RESIDENCE	DEMOLISH EXISTING RESIDENCE AND CONSTRUCT A NEW 3-STORY 2980 SQ. FT. SINGLE FAMILY RESIDENCE WITH 840 SQ.FT.ATTACHED GARAGE	\$367,430	9/13/2013
MEC 13-1456	15008 8 TH AVE SW	AT&T MECHANICAL	INSTALL EIGHT IN-ROW COOLING UNITS ON FIRST FLOOR FOR COOLING HIGH DENSITY OWNER-INSTALLED TELECOMMUNICATIONS EQUIPMENT.	\$300,000	8/12/2013

4. E-PERMITS – (MyBuildingPermit.com, AKA MBP)

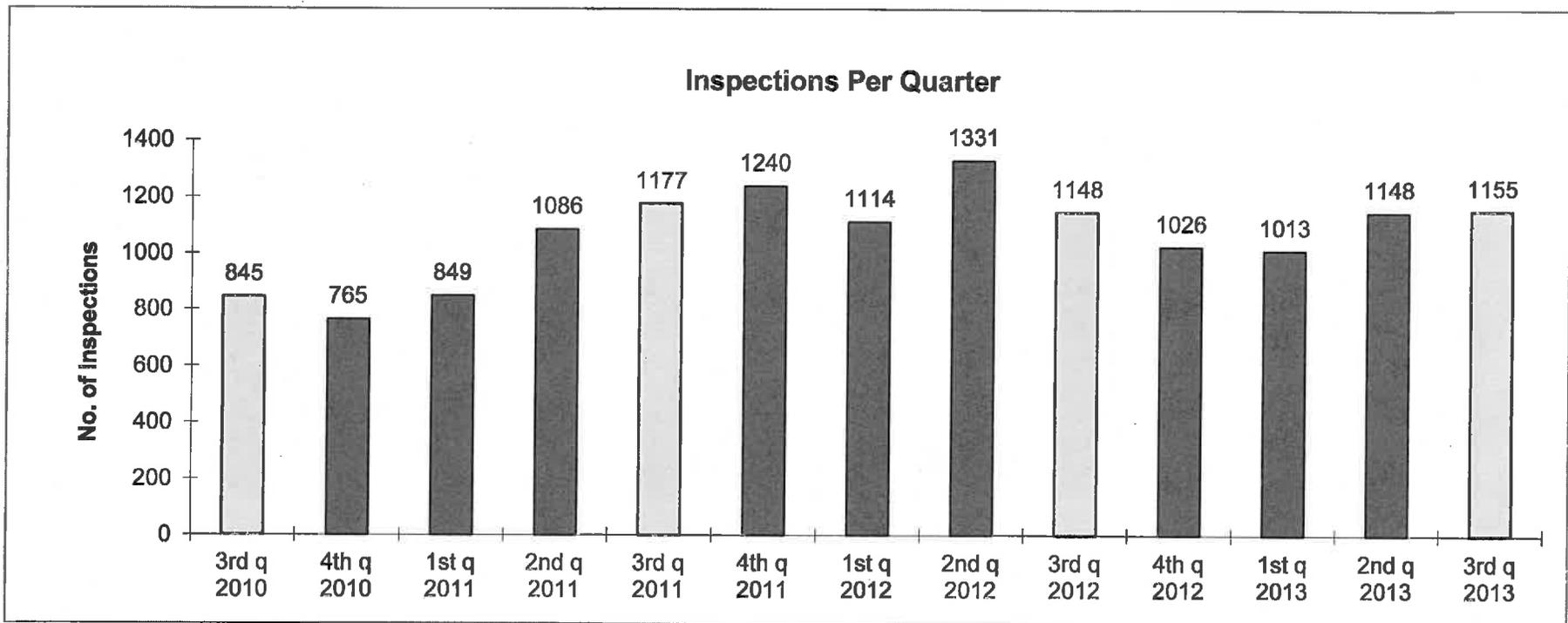
The chart below shows the number of permits that have been issued on line in relation to the total number of permits issued by the city for each permit type. As of July 16, 2013 the opportunity for applicants to obtain online building permit for all new residential and commercial structures and tenant improvement/remodeling for commercial structures requiring a plan review was launched via the Mybuildingpermit.com web portal. For the 3rd quarter of 2013 a new row has been added to show the total number of building permits applied for and issued online in relation to those that are eligible to be applied for and issued online. This table shows only permits that have been issued. The city did receive a number of online building permit applications towards the end of the third quarter which are expected to be issued in the 4th quarter.

E-PERMITS ISSUED	2008 Totals	2009 Totals	2010 Totals	2011 Totals	1 st q 2012	2 nd q 2012	3rd q 2012	4 th q 2012	2012 Totals	1 st q 2013	2 nd q 2013	3rd q 2013
Building	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0/9 (0%)
Re-roof	3/43 (7%)	2/36 (6%)	4/30 (13%)	2/50 (4%)	0/4 (0%)	1/11 (9%)	1/12 (8%)	0/2 (0%)	2/30 (7%)	2/7 (29%)	1/7 (14%)	5/11 (45%)
Mechanical	68/160 (43%)	133/251 (53%)	132/254 (52%)	142/254 (56%)	39/74 (53%)	39/63 (62%)	39/74 (53%)	53/82 (65%)	170/293 (58%)	46/67 (63%)	81/111 (73%)	44/73 (60%)
Plumbing	37/108 (34%)	36/146 (25%)	31/112 (28%)	26/141 (18%)	4/23 (17%)	8/37 (22%)	13/38 (34%)	13/34 (38%)	38/132 (29%)	9/34 (26%)	10/35 (29%)	15/42 (36%)
Electrical	93/520 (18%)	117/502 (23%)	145/598 (24%)	279/ 80 (36%)	116/234 (50%)	138/262 (53%)	79/210 (38%)	96/215 (45%)	429/922 (47%)	106/204 (52%)	100/230 (43%)	105/249 (42%)
TOTALS	201/831 (24%)	288/935 (31%)	312/994 (32%)	449/1225 (38%)	159/335 (47%)	186/373 (50%)	132/335 (39%)	162/333 (49%)	639/1377 (46%)	159/312 (51%)	192/383 (50%)	169/384 (44%)

5. CONSTRUCTION INSPECTIONS:

Burien's Building inspectors perform a variety of building, electrical, plumbing and mechanical inspections in addition to performing plan reviews and assisting the public at the counter and on the phone. They also assist with code enforcement complaints related to construction projects. Inspection requests can be called into a voice mail system, or submitted online through the City's website or www.mybuildingpermit.com. The inspection workload continues to remain steady.

INSPECTIONS	2009 Total	3 rd q 2010	4 th q 2010	2010 Total	1 st q 2011	2 nd q 2011	3 rd q 2011	4 th q 2011	2011 Total	1 st q 2012	2 nd q 2012	3 rd q 2012	4 th q 2012	2012 Total	1 st q 2012	2 nd q 2012	3 rd q 2013
No. of Inspections	3980	845	765	3314	849	1086	1177	1240	4352	1114	1331	1148	1026	4619	1013	1148	1155
Average No. of inspections per day per inspector	6.4	5.3	4.9	5.3	5.5	6.8	7.4	8.1	6.9	7.2	8.3	7.3	6.6	7.4	6.6	7.2	7.2



6. NORMANDY PARK PLAN REVIEWS AND INSPECTIONS:

In January, 2006, Burien began providing plan review and inspection services to the City of Normandy Park. These services are provided by Burien's Building Official and our three inspectors. The inspections and review listed here are in addition to those performed for Burien. This quarter is showing a higher number of plan reviews and inspections compared with 3rd quarter activity in recent years.

The following chart shows the number of plan reviews and inspections performed by Burien staff on behalf of Normandy Park.

	2006 Total	2007 Total	2008 Total	2009 Total	2010 Total	1 st q 2011	2 nd q 2011	3 rd q 2011	4 th q 2011	2011 Total	1st q 2012	2 nd q 2012	3 rd q 2012	4th q 2012	2012 Total	1st q 2013	2 nd q 2013	3 rd q 2013
No. of Plan Reviews + Other	48	77	125	56	33	9	11	10	8	38	6	12	8	18	44	12	15	16
No. of inspections	672	1242	1473	1035	695	124	149	164	175	612	161	156	230	242	789	189	223	260
Average # inspections per day	2.7	4.9	5.9	4.2	2.8	2	2.3	2.6	2.9	2.4	2.6	2.4	3.7	3.9	3.1	3.1	3.5	4.1

7. LAND USE PRE-APPLICATION MEETINGS:

Pre-application meetings are required for most planning and land use-related actions. Meetings are held every other Thursday for up to 3 pre-application reviews. Staff from planning, building, public works, fire, and police attends as needed to discuss fatal flaws and to identify various requirements for a proposed development. A written report is provided to the applicant, as well as meeting minutes. Although this service requires a substantial amount of staff time, it has proven to be valuable to both the applicant and the city and helps to expedite the formal review later in the process. The following chart shows the number of pre-application reviews by project type. So far this year, Staff has conducted 44 pre-application meetings, running well ahead of those in recent years.

Pre-Application Project Type	2009 Total	3 rd d 2010	4 th q 2010	2010 Total	1 st q 2011	2 nd q 2011	3 rd q 2011	4 th q 2011	2011 Total	1st q 2012	2 nd q 2012	3 rd q 2012	4 th q 2012	2012 Total	1st q 2013	2 nd q 2013	3rd q 2013
Short Plat (4 or fewer lots)	2	3	2	9	1	1	2		4	1	2	3		6	4	2	2
Subdivision (5 or more lots)			1	1								1	1	2		1	1
Multi-Family						1		2	3	1			1	2		2	1
Critical Area Review—Single-Family	2	2		2	1	1	2	1	5		2	2	3	7	1	6	2
Critical Area Review—Other	2			1											3	0	1
Commercial/Mixed Use—New	4	3		6	1		2	1	4		1	1		2	3	1	3
Commercial/Mixed Use—Addition, Renovation	4	1	1	5	2	1		1	4	1	1	1	4	7	2	0	1
Change of Use		1	1	3	1		2	1	4	4		2		6	1	4	1
Other	7	2	2	6		1		1	2			1		1	1	1	0
TOTALS	21	12	7	33	6	5	8	7	26	7	6	11	9	26	15	17	12

8. LAND USE APPLICATIONS:

The following chart shows the types of planning and land use applications received categorized by project type.

Project Type	2009 Total	3 rd q 2010	4 th q 2010	2010 Total	1 st q 2011	2 nd q 2011	3 rd q 2011	4 th q 2011	2011 Total	1 st q 2012	2 nd q 2012	3 rd q 2012	4 th q 2012	2012 Total	1 st q 2013	2 nd q 2013	3 rd q 2013
Accessory Dwelling Unit	9	1		5	2	2	1	1	6		4	1	1	6	1	3	
Critical Area Review—Admin.			1	1		1			1		1						1
Critical Area Review—Type 1				2		3			3								
Lot Line Adjustment	8	4	1	5		6	2	2	10	2	3	3	1	9	1	2	6
Land Use Review—Type 1	6	1	1	2	3			1	4	1		1	2	4	4	1	
Land Use Review—Type 2	1		1	2												1	
Land Use Review—Type 3	1						1		1								
Master Sign Plan	1	1		1		1			1						2	1	
Multi-Family Tax Exemption																	
Rezone	1														1		
Shoreline Exemption	2		3	3	3	1	3	1	8	1	1	3	2	7	3	4	
Short Plat—Preliminary	1	2	1	8	1	1	1		3	1	1	3	2	7		3	1
Short Plat—Final	3	1	5	6		1		1	2	2		1	3	6	2	1	1
Subdivision—Preliminary															2		
Subdivision—Final							1		1								1
Tree Removal Permit	13	3	3	21	1	5	5	5	16	6	5	3	9	23	5	10	4
Temporary Use Permit	2					1			1								
TOTALS	48	13	16	57	10	22	14	11	57	13	15	15	20	63	21	26	14

9. LAND USE DECISIONS ISSUED:

	2009	3 rd q 2010	4 th q 2010	2010 Total	1 st q 2011	2 nd q 2011	3 rd q 2011	4 th q 2011	2011 Total	1 st q 2012	2 nd q 2012	3 rd q 2012	4 th q 2012	2012 Total	1 st q 2013	2 nd q 2013	3 rd q 2013
Number of Decisions Issued	15	7	3	18	2	3	6	3	14	1	0	1	3	5	3	5	6
Percent Issued By Target Date	80%	86%	100%	89%	100%	67%	100%	100%	93%	0%	n/a	100%	100%	80%	100%	100%	83%

RECEIVED

October 18, 2013

OCT 21 2013

City of Burien
Burien, Washington

City of Burien

Re: Small Public Boat Launch Use at Three Tree Point

Burien City Councilmembers:

At the present time the City of Burien does not provide a safe passage to carry a small boat to the water's edge at the Public Beach Small Boat Launch at Three Tree Point. In years past we have had an unobstructed sand pathway to the beach until large size "rockery rocks" were dumped in our path to the water. Publicly the Three Tree Point area residents have expressed their dislike of the public right-of-way to the water. See attached Highline Times article.

As the sign states "Small Boat Launch Use" the City of Burien has the responsibility to preserve and enhance public access and recreation opportunities in providing a pathway without this obstacle of rocks that blocks a safe walk to the shoreline.

A lawsuit would surely be filed against the City of Burien if someone should fall and be injured while trying to carry their boat to the water while maneuvering over this pile of rocks because of the City's negligence in not providing a safe passage way to the water.

Perhaps the attached picture you can see for yourself how difficult and dangerous it is to walk down to the beach over these rocks while carrying a small boat.

Please appropriate the necessary funds in the November budget to solve this problem.

Thank you,


Julia A. Mine
1423 S.W. 143rd Street
Burien, WA 98166
206-242-0266

cc:

Brian Bennett, Mayor; Lucy Krakowiak, Deputy Mayor; Craig Knutson, Interim Manager; Councilmembers: Jack Block, Rose Clark, Bob Edgar, Joan McGilton and Gerald Robison. Candidate Councilmembers: Lauren Berkowitz, Debi Wagner, Nancy Tosta, Steve Armstrong and Joey Martinez; Maiya Andrews, Public Works Director

cc: David Johanson, Senior Planner
Chip Davis, Community Development Director
Maiya Andrews, Public Works Director



Three Tree residents Don't post own

By Ralph Nichols
TIMES NEWS

Residents of Burien's Three Tree Point community have been informed by city manager Gary Long that public access to city-owned street ends leading to beaches in this exclusive neighborhood will remain open.

Blocking public rights-of-way that extend from the ends of Southwest 172nd Street, Southwest 170th Street and Southwest 163rd Street to the water line "would not be practical or legally acceptable," Long told Three Tree Point resident Joannia McLean in a letter dated Wednesday, June 26.

"The city of Burien desires to maintain its points of public access to Puget Sound."

McLean was instrumental in airing her complaints by community residents last month that city officials block both access routes to keep trespassers off the residents' private beach-front property.

"We pay dearly for our private beaches and should be allowed to have them unavailable to the public," she stated at that time.

McLean pointed out that "private beaches like ours do not have rules enforced like parks" and boundary lines are not respected.

Long added that while city officials encourage members of the public "to respect the rights of private property owners," the issue of posting signs to restrict trespassing on private beach property is a private-property matter.

In a written response to Long's letter, McLean indicated to city officials that beach-front residents plan to install "no trespassing" signs at the points of public access to discourage unwanted visitors from walking on private beaches.



Burien

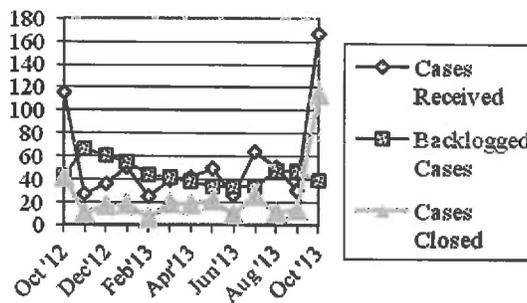
Washington, USA

CITY OF BURIEN MEMORANDUM

DATE: November 1, 2013
TO: Craig D. Knutson, Interim City Manager
FROM: Cynthia Schaff, Paralegal
RE: 2013 Citizen Action Report

This report reflects the caseload for October and includes all backlog cases open as of October 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 167 cases opened during the month of October, 132 cases initiated by staff/police/fire, and 35 cases initiated by residents. 114 of the cases opened during the month of October were closed within the month.

Citizen Action Case Status



	Oct '12	Nov '12	Dec '12	Jan '13	Feb '13	Mar '13	Apr '13	May '13	Jun '13	Jul '13	Aug '13	Sept '13	Oct '13
Cases Closed	42	10	17	18	6	19	18	21	9	26	11	13	114
Cases Received	116	27	36	50	25	39	42	49	26	64	50	30	167
% Cases Closed/Received	36%	37%	47%	36%	24%	49%	43%	43%	35%	41%	22%	43%	68%
Backlogged Cases	43	66	61	55	44	41	38	34	34	34	47	47	39
Total Open Cases	125	88	84	84	77	63	60	63	52	75	91	66	91
% of Backlog	34%	75%	73%	65%	57%	65%	63%	54%	65%	45%	52%	71%	43%

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: 11/01/2013

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint information	Last Action	Date	Status
285	Code Enforcement	CAR-13-0018	01/10/2013	Nuisance	13417 4TH AV S Nuisance, Trash-Alcantar-zone 2	NOV Issued	08/03/2013	Open
295	Building	CAR-13-0018	01/10/2013	Building	14901 28TH AV SW Building/ROW Issue-Winston-Zone 3	Enforcement Letter 1	09/30/2013	Open
276	Code Enforcement	CAR-13-0036	01/29/2013	Nuisance	13826 DES MOINES MEMORIAL DR S Vehicles/Trash-Haberzetti -Zone 4	Other - See Notes	09/24/2013	Open
276	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
276	Code Enforcement	CAR-13-0037	01/30/2013	Nuisance	12054 3RD AV S Vehicles-Meth-Zone 2	NOV Issued	09/28/2013	Open
221	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
208	Code Enforcement	CAR-13-0133	04/09/2013	Nuisance	2807 S 125TH ST Vehicle-Barter-Zone 2	Enforcement Letter 1	05/16/2013	Open
190	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
185	Code Enforcement	CAR-13-0161	04/30/2013	Nuisance	648 S 155TH ST Junk Vehicles/Vacant-Murray-Zone 4	Phone Call	05/23/2013	Open
184	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
169	Code Enforcement	CAR-13-0191	05/16/2013	Business License	425 S 150TH ST Business License-Residential & Building Maintenance Repair-Zone 4	Phone Call	05/03/2013	Open
154	Code Enforcement	CAR-13-0212	05/31/2013	ROW issue	2824 SW 171ST ST ROW Rockery collapse-Hwang-Zone 3	NOV Issued	09/09/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
137	Code Enforcement	CAR-13-0230	06/17/2013	Nuisance	12433 20TH AV S RV Living-Calderon-Zone 2	NOV Issued	09/26/2013	Open
127	Code Enforcement	CAR-13-0246	06/27/2013	Building	3540 SW 172ND ST Building Permit-Manola-Zone 3	NOV Issued	10/03/2013	Open
123	Code Enforcement	CAR-13-0245	07/01/2013	Nuisance	12650 2ND AV S Vegetation-Albarran-Zone 2	Case Received	07/01/2013	Open
123	Code Enforcement	CAR-13-0248	07/01/2013	Nuisance	12602 OCCIDENTAL AV S Nuisance, Vehicles-Brown-Zone 2	NOV Issued	08/29/2013	Open
122	Code Enforcement	CAR-13-0249	07/02/2013	Nuisance	1004 S 136TH ST. Nuisance-Covey-Zone 2	Case Received	07/02/2013	Open
115	Code Enforcement	CAR-13-0263	07/09/2013	Fire Department Issue	Fire Dept-Extinguisher-Zone 1	Case Received	07/09/2013	Open
113	Code Enforcement	CAR-13-0268	07/11/2013	Nuisance	2606 S 128TH ST Nuisance, Vacant-Eller-Zone 2	NOV Issued	09/06/2013	Open
109	Code Enforcement	CAR-13-0274	07/15/2013	Nuisance	11833 3RD AV S Nuisance - Tran - Zone 2	Enforcement Letter 1	10/31/2013	Open
107	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
101	Code Enforcement	CAR-13-0292	07/23/2013	Apartment Complex	12002 4TH AV SW Vacant/Graffiti-Robertson-Zone 1	Enforcement Letter 1	10/28/2013	Open
98	Code Enforcement	CAR-13-0296	07/26/2013	Nuisance	12615 14TH AV S Vacant-Haydon-Zone 2	NOV Issued	09/26/2013	Open
93	Code Enforcement	CAR-13-0301	07/31/2013	Housing Concerns	646 SW 152ND ST Housing, Illegal Dwelling-Phung-Zone 3	NOV Issued	10/08/2013	Open
88	Code Enforcement	CAR-13-0308	08/05/2013	Planning / Zoning	Planning/Zoning-Dunn-Zone 2	Enforcement Letter 1	10/23/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint information	Last Action	Date	Status
85	Code Enforcement	CAR-13-0310	08/08/2013	Nuisance	1512 SW 180TH ST Nuisance, Vacant, Vegetation-Federal National-Zone 3	NOV issued	08/18/2013	Open
81	Code Enforcement	CAR-13-0311	08/12/2013	Nuisance	855 SW 143RD ST Nuisance-Trash, Garbage-Rowden-Zone 1	Enforcement Letter 1	09/24/2013	Open
80	Code Enforcement	CAR-13-0321	08/13/2013	Business License	148 SW 183RD ST Business License, Grupo Camino Real-Nguyen-Zone 3	Enforcement Letter 1	08/16/2013	Open
79	Code Enforcement	CAR-13-0322	08/14/2013	Nuisance	12441 1ST AV SW Nuisance, Trash-Eidem-Zone 1	Case Received	08/14/2013	Open
79	Code Enforcement	CAR-13-0323	08/14/2013	Nuisance	153 S 120TH ST Nuisance-Azpitarte-Zone 2	Enforcement Letter 1	09/12/2013	Open
79	Code Enforcement	CAR-13-0324	08/14/2013	Nuisance	147 S 120TH ST Nuisance-Hickey-Zone 2	Phone Call	09/10/2013	Open
74	Code Enforcement	CAR-13-0327	08/19/2013	Nuisance	528 S 144TH ST Vacant-Locken-Zone 4	Case Received	08/19/2013	Open
67	Code Enforcement	CAR-13-0333	08/26/2013	Planning / Zoning	3501 SW 171ST ST Planning-Soderlind - Zone 3	NOV issued	10/01/2013	Open
59	Code Enforcement	CAR-13-0357	09/03/2013	Fire Department Issue	205 SW 152ND ST Fire issue-Ruane Thai Restaurant-Zone 3	Enforcement Letter 1	10/28/2013	Open
57	Code Enforcement	CAR-13-0361	09/05/2013	Sign Violation	801 SW 148TH ST Abandoned Signs-Skippers, Mioler-Zone 3	Enforcement Letter 1	09/11/2013	Open
53	Code Enforcement	CAR-13-0365	09/09/2013	Housing Concerns	229 SW 124TH ST Living Conditions-Mam-Zone 1	Case Received	09/09/2013	Open
53	Code Enforcement	CAR-13-0388	09/09/2013	Nuisance	12251 DES MOINES MEMORIAL DR S Nuisance, Vegetation-Kiefer-Zone 2	Case Closed	10/02/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
38	Code Enforcement	CAR-13-0379	09/24/2013	Animals	468 S 190TH ST Animals, Chickens, Roosters-Antonyuk-Zone 4	Enforcement Letter 1	09/26/2013	Open
37	Code Enforcement	CAR-13-0388	09/25/2013	Nuisance	651 SW 120TH ST Nuisance, Trash-Dealvarado-Zone 1	Case Received	09/25/2013	Open
32	Code Enforcement	CAR-13-0385	09/30/2013	Nuisance	1432 S 129TH ST Nuisance, Trash, Illegal ADU-Jiminez-Zone 2	Case Received	09/30/2013	Open
30	Code Enforcement	CAR-13-0386	10/02/2013	Housing Concerns	621 S 146TH ST Septic cover, Vegetation, Dishwasher Discharge-Alexander-Zone 4	Enforcement Letter 1	10/10/2013	Open
29	Code Enforcement	CAR-13-0394	10/03/2013	Business License	548 S 146TH ST B/L-Orca Sign Company - Zone 4	Case Received	10/03/2013	Open
29	Code Enforcement	CAR-13-0396	10/03/2013	Business License	15809 MAPLEWILD AV SW B/L-Jennifer James, Inc. - Zone 3	Case Received	10/03/2013	Open
29	Code Enforcement	CAR-13-0400	10/03/2013	Business License	2004 SW 152ND ST B/L-Mateos Maintenance-Zone 3	Case Received	10/03/2013	Open
29	Code Enforcement	CAR-13-0406	10/03/2013	Business License	640 SW 139TH ST B/L-Lady Nin's LLC-Zone 1	Case Received	10/03/2013	Open
29	Code Enforcement	CAR-13-0410	10/03/2013	Business License	2124 SW 146TH ST B/L-The Repair Shop-Zone 1	Case Received	10/03/2013	Open
29	Code Enforcement	CAR-13-0413	10/03/2013	Business License	15621 8TH AV SW B/L-Able Hauling-Zone 3	Case Received	10/03/2013	Open
29	Code Enforcement	CAR-13-0417	10/03/2013	Business License	13811 6TH AV SW B/L-Renewed Remodeling - Zone 3	Case Received	10/03/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
29	Code Enforcement	CAR-13-0418	10/03/2013	Planning / Zoning	14230 8TH AV S RV Living-Singh-Zone 2	Enforcement Letter 1	10/21/2013	Open
25	Code Enforcement	CAR-13-0430	10/03/2013	Business License	1441 SW 151ST ST B/L-Stepping Stone Preschool-Zone 3	Case Received	10/03/2013	Open
29	Code Enforcement	CAR-13-0432	10/03/2013	Business License	15649 19TH AV SW B/L-RA Peck Design-Zone 3	Case Received	10/03/2013	Open
29	Code Enforcement	CAR-13-0433	10/03/2013	Business License	302 SW 146TH ST B/L-Burien Best Care Homes-Zone 1	Case Received	10/03/2013	Open
29	Code Enforcement	CAR-13-0434	10/03/2013	Nuisance	11219 10TH AV S Nuisance, Vegetation Trash, Vehicles-Phong-Zone 2	Enforcement Letter 1	10/28/2013	Open
29	Code Enforcement	CAR-13-0443	10/03/2013	Business License	14003 1ST AV S B/L-Total Image-Zone 1	Case Received	10/03/2013	Open
29	Code Enforcement	CAR-13-0446	10/03/2013	Business License	15801 22ND AV SW B/L-Ginsul Property Serv.-Zone 3	Case Received	10/03/2013	Open
29	Code Enforcement	CAR-13-0450	10/03/2013	Business License	323 S 150TH ST B/L-Barlin Home Daycare-Zone 4	Case Received	10/03/2013	Open
29	Code Enforcement	CAR-13-0451	10/03/2013	Business License	16438 8TH AV SW B/L-Broadleaf Energy LLC-Zone 1	Case Received	10/03/2013	Open
29	Code Enforcement	CAR-13-0470	10/03/2013	Business License	804 S 176TH ST B/L-An Authentic Journey-Zone 4	Case Received	10/03/2013	Open
28	Code Enforcement	CAR-13-0483	10/04/2013	Business License	15404 10TH AV SW B/L-Tom Thumb Remodel & Renovation-Zone 3	Case Received	10/04/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
28	Code Enforcement	CAR-13-0490	10/04/2013	Business License	16012 7TH AV SW B/L-Twilltape-Zone 3	Case Received	10/04/2013	Open
28	Code Enforcement	CAR-13-0497	10/04/2013	Business License	16415 16TH AV SW B/L-DREAM ON FOUNDATION-ZONE 3	Case Received	10/04/2013	Open
28	Code Enforcement	CAR-13-0507	10/04/2013	Business License	320 S 177TH PL B/L-SUNSHINE CLEANING CO.-ZONE 4	Case Received	10/04/2013	Open
28	Code Enforcement	CAR-13-0509	10/04/2013	Business License	411 SW AMBAUM BL B/L-AMAZING WIRELESS LLC-ZONE 3	Case Received	10/04/2013	Open
24	Code Enforcement	CAR-13-0514	10/08/2013	Nuisance	12215 2ND PL SW Trash/Vegetation-Penaloza-Zone 1	Enforcement Letter 1	10/17/2013	Open
22	Code Enforcement	CAR-13-0521	10/10/2013	Tree Cutting - ROW	2025 SW 159TH ST ROW Tree Cutting-Calderon-Zone 3	Case Received	10/10/2013	Open
21	Code Enforcement	CAR-13-0522	10/11/2013	Nuisance	12222 1ST AV S Nuisance, Vegetation-Nguyen-Zone 2	Enforcement Letter 1	10/18/2013	Open
21	Code Enforcement	CAR-13-0523	10/11/2013	Nuisance	13424 2ND AV S Nuisance, Junk Vehicles-Siemko-Zone 2	Case Received	10/11/2013	Open
21	Code Enforcement	CAR-13-0524	10/11/2013	Nuisance	15845 11TH AV SW Nuisance, Garbage-Vert-Zone 3	Case Received	10/11/2013	Open
17	Code Enforcement	CAR-13-0526	10/15/2013	Fire Department Issue	15304 AMBAUM BL SW Fire Dept. Issue-EI Fogoncito-Zone 3	Enforcement Letter 1	10/21/2013	Open
16		CAR-13-0529	10/16/2013		13260 1ST AV S ABS Violation- Shlotam & Raley Tax-Clairmont Prop.-Zone 2	Enforcement Letter 1	10/21/2013	Open
15	Code Enforcement	CAR-13-0531	10/17/2013	Animals	672 SW 142ND ST Animals, Chickens-Soto-Zone 1	Case Received	10/17/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
14	Code Enforcement	CAR-13-0532	10/18/2013	Building	12817 12TH AV S Bldg Permit-Medina-Zone 2	Case Received	10/18/2013	Open
14	Code Enforcement	CAR-13-0533	10/18/2013	Building	2805 SW 171ST ST Building Permit-Rosbrook-Zone 3	Case Received	10/18/2013	Open
14		CAR-13-0534	10/18/2013		15007 24TH AV SW Building Permit-Dickman-Zone 3	Case Received	10/18/2013	Open
11	Code Enforcement	CAR-13-0535	10/21/2013	Nuisance	216 SW 131ST ST Nuisance, Trash, Garbage-LCH properties-Zone 1	Enforcement Letter 1	10/24/2013	Open
10	Code Enforcement	CAR-13-0536	10/22/2013	Business License	421 SW 132ND ST Business License, Mimi's Child Care-Zone 1	Case Received	10/22/2013	Open
10	Code Enforcement	CAR-13-0538	10/22/2013	Business License	12201 AMBAUM BL SW Business License-Matamoros Mobile Mechanic-Zone 1	Case Received	10/22/2013	Open
8	Code Enforcement	CAR-13-0539	10/24/2013	Nuisance	17002 AMBAUM BL S Nuisance, Vehicles, B/L-Merz-Zone 4	Case Received	10/24/2013	Open
4	Code Enforcement	CAR-13-0541	10/28/2013	Business License	413 S 180TH PL Business License-Jones-Zone 4	Case Received	10/28/2013	Open
4	Code Enforcement	CAR-13-0542	10/28/2013	Business License	3102 SW 172ND ST Zoning, sign issue-Hardman-Zone 3	Case Received	10/28/2013	Open
28	Code Enforcement	CAR-13-0420	10/03/2013	Business License	14811 AMBAUM BL SW B/L-Centro Espiritual-Zone 3	Case Received	10/03/2013	Open
4	Code Enforcement	CAR-13-0548	10/28/2013	Nuisance	14812 AMBAUM BL SW Nuisance, Garbage, Sign-Coffey, Zone 3	Case Received	10/28/2013	Open
37	Code Enforcement	CAR-13-0380	09/25/2013	Sign Violation	209 SW 152ND ST Sign, ABS-O'Shea-Zone 3	Enforcement Letter 1	09/28/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
4	Code Enforcement	CAR-13-0550	10/28/2013	Sign Violation	245 SW 152ND ST ABS-Hara-Zone 3	Case Received	10/30/2013	Open
3	Code Enforcement	CAR-13-0544	10/29/2013	Nuisance	12115 10TH AV SW Nuisance, Trash, Vehicles-Vuong-Zone 1	Case Received	10/29/2013	Open
28	Code Enforcement	CAR-13-0510	10/04/2013	Business License	420 SW 154TH ST B/L-OCAMPOS HOUSE CLEANING SERV.-ZONE 3	Case Received	10/04/2013	Open
2	Code Enforcement	CAR-13-0545	10/30/2013	Business License	14046 6TH AV S Business License-Pham-Zone 4	Case Received	10/30/2013	Open
2	Code Enforcement	CAR-13-0546	10/30/2013	Sign Violation	11850 DES MOINES MEMORIAL DR S ABS, Prohibited-Riojas-Zone 2	Case Received	10/30/2013	Open
2	Code Enforcement	CAR-13-0551	10/30/2013	Accessory Dwelling Unit	1416 SW 166TH ST RV Living, Set Back, ADU-Dansereau-Zone 3	Case Received	10/30/2013	Open
2	Code Enforcement	CAR-13-0552	10/30/2013	Business License	16203 11TH AV SW Business License, The Couriers Inc-Desoimone-Zone 3	Case Received	10/30/2013	Open
1	Code Enforcement	CAR-13-0554	10/31/2013	Building	1029 SW 150TH ST Building Permit-Rand-Zone 3	Case Received	10/31/2013	Open



Notice of Decision

City of Burien

400 SW 152nd St. (Suite 300)

Burien, Washington 98166

Date	November 5, 2013
Applicant	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
Location	12414 Military Road S, Burien, WA
Tax Parcel No.	025700-0080; 025700-0087
Decision	Burien City Council approved the application with conditions by adopting Resolution No. 349 on October 28, 2013.
Appeals	The City of Burien has issued the final decision described above. This decision may be appealed to Superior Court pursuant to Burien Municipal Code Section 2.20.050.
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	Stephanie Jewett, AICP, Project Planner Department of Community Development City of Burien 400 SW 152 nd Street (Suite 300) Burien, WA 98166-3066 Phone: (206) 439-3152 E-Mail: stephaniej@burienwa.gov
Attachments	Conditions of Approval

CONDITIONS OF APPROVAL
Boulevard Landing Preliminary Subdivision
File No. PLA 12-2131

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, the 2009 Stormwater Pollution Prevention Manual as adopted by the City of Burien, and the 2008 Burien Road Standards. It is the responsibility of the applicant to ensure compliance with the various provisions contained in these documents.
2. Prior to the issuance of development permits for any construction activities on-site the applicant shall:
 - a. Submit detailed on-site street improvement plans for review and approval by the Development Review Engineer. The Plans shall be in accordance with the requirements of the 2008 Burien Road Standards and address the issues expressed in the Development Review Engineer's memorandum dated August 2, 2013. The plans shall include an illumination plan for the proposed street, a channelization and signing plan, and approved utility plans for the various underground utilities serving or proposed to serve the site. The channelization and signing plan shall include consideration of additional traffic calming measures, such as additional painting or signage, which would provide additional protection to pedestrians using the crosswalk across Military Road S or crossing Military Road S and S 125th Street to access transit stops.
 - b. Submit an updated Downstream Analysis and Engineering Plans to reflect final design and calculation and to include all the requirements of the King County Surface Water Design Manual (KCSWDM). Engineering plans include a "Technical Information Report" (TIR), "Site Improvements Plans", and a "Construction Stormwater Prevention Plan" (CSWPP), which includes an "Erosion and Sediment Control (ESC) Plan" and a "Stormwater Pollution Prevention and Spill (SWPPS) plan" for review and approval by the Surface Water Management Engineer. The Analysis and Plans shall be in accordance with the 2009 King County Surface Water Design Manual and address the issues expressed in the Surface Water Management Engineer's memorandum dated August 7, 2013
 - c. Record a Declaration of Covenant and grant of easement per Section 5.2.1 of the KCSWDM for drainage facilities proposed on private properties.
 - d. Submit detailed plans for the proposed common recreation space indicating that it will:
 - i) Be of a grade and surface suitable for recreation.
 - ii) Contain at least 5,000 square feet of area.
 - iii) Have no dimensions less than 30 feet.
 - iv) Have a street roadway or parking area along 10 to 50 percent of the recreation space perimeter.
 - v) Be centrally located and accessible and convenient to all residents within the development.

- vi) Provide a tot/child play area. Any play apparatus that is provided shall meet Consumer Product Safety Standards for equipment, soft surfacing and spacing, and shall be located in an area that is at least 400 square feet in size with no dimension less than 20 feet and be adjacent to main pedestrian paths.

If the common recreation space cannot be developed consistent with the above requirements, the Applicant shall pay a fee-in-lieu of providing 390 square feet of recreation space on the property for each of the 12 additional lots created. The fee shall be 4,680 square feet multiplied by the current assessed value per square foot of the property. The fee shall be paid prior to recording the final plat.

- 3. Prior to applying for Final Subdivision, the Applicant shall:
 - a. Implement the approved mitigation for the approved Road Standards Variance, including:
 - i) Remove landscaping that encroaches into the right-of-way within the line of sight.
 - ii) Pave the shoulder from the edge of the existing roadway to the right-of-way line from the site access to South 125th Street to constrain future growth of obstructing landscaping.
 - iii) Install storm drainage facilities in accordance with the 2009 King County Surface Water Design Manual (KCSWDM) along Military Road South to accommodate the additional impervious surface created by the additional shoulder paving.
 - iv) Install Intersection Warning Sign in accordance with MUTCD standards on Military Road South, north of South 125th Street to alert motorist of the approaching intersection.
 - v) Install "No Parking" signs from the site access to South 125th Street.
 - vi) Install raised pavement markings along the centerline and fog line of Military Road South from the site access intersection to a point approximately 400 feet south along the sight line.
 - vii) Provide street lighting at the intersection in accordance with 2008 BRS, section 5.05.
 - b. Provide sight distance analysis to verify that the proposed minimum Entering Sight Distance (ESD) of 400 feet has been met. If the intersection does not meet the minimum ESD of 400 feet, the Applicant shall sign the intersection to prohibit left turns both in and out.
 - c. Install all required street and stormwater improvements per the approved plans and provide appropriate performance and maintenance bonds to the Development Review Engineer and Surface Water Management Engineer.
 - d. Provide water and sewer service to each lot, or submit a bond, consistent with the requirements of the serving utility and the Subdivision Code.

- e. Install all required landscaping and submit a landscaping maintenance bond or other appropriate security for a period of two years after planting to ensure proper installation, establishment and maintenance.
4. Prior to issuance of development permits for any lots, the applicant shall demonstrate conformance with all requirements of the Fire Marshal.
5. Prior to beginning any work in the public right-of-way or on-site, the applicant shall apply for and obtain a right-of-way use construction permit and a grading & clearing permit.
6. A Construction Stormwater General Permit (also known as "NPDES" permit) is required from the Washington State Department of Ecology prior to discharging stormwater from construction activities.



Notice of Application

City of Burien 400 SW 152nd Street (Suite 300) Burien, Washington 98166-3066

Date	November 8, 2013
Applicant	Pace Engineers, Inc for Southwest Suburban Sewer District
Proposal	Applicant requests a Shoreline Substantial Development Permit to upgrade & improve Lift Station 14; approximately 60± lineal feet of new sheet pile/bulkhead at a depth of 18± feet below grade with concrete cap and guard rail extending above. Existing rockery will remain and surround new bulkhead. Abandonment of Lift Station 15 and transferring flows via Three Tree Point Lane to Lift Station 14 via construction of a 637± lineal foot gravity main.
File No.	PLA 13-2148 File is available for viewing at Burien City Hall during regular business hours.
Location	Beginning at the intersection of SW 171 st Street and Three Tree Point Land to the end of SW 170 th Street via Three Tree Point Lane (see Vicinity Map).
Tax Parcel No.	2623039064
Current Zoning	RS-12,000, Residential Single-Family
Application Submitted/Complete	Submitted: October 15, 2013 Complete: November 1, 2013
Other Permits Needed	City of Burien Right-of-Way Permit, Building /Construction Permit, WA State Dept. of Fish & Wildlife Hydraulic Project Permit
Existing Environmental Info.	State Environmental Policy Act (SEPA) checklist dated October 15, 2013 and August 15, 2013 Geotechnical Memorandum for Design
Environmental Review	For this proposal, the City of Burien is using the “optional Determination of Non Significance (DNS) process” under the State Environmental Policy Act (WAC 197-11-355). The City expects to issue a DNS for the proposal. Individuals who submit timely written comments to the City (as indicated below) will become parties of record and will be notified of any decision and environmental determination made on this project. A copy of any decision and environmental determination made on this project may also be obtained upon request. The decision on the proposal and environmental determination, once made, may be appealed. All documents submitted or requested as part of this application are available for review at City Hall during regular business hours.
Review Process and Public Comment	The decision on this application will be made by the Community Development Director. Prior to the decision, there is an opportunity for the public to submit written comments. Written comments must be received prior to 5:00 p.m. on Thursday, November 29, 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 submit comments as indicated above may appeal the decision on this application.
Project Planner (for written comments and more information)	Brandi Eyerly, AICP Department of Community Development City of Burien 400 SW 152 nd Street, Suite 300 Burien, WA 98166-3066 Phone: (206) 248-5519 E-Mail: brandie@burienwa.gov
Published in the Seattle Times	Date of Notice: November 8, 2013

cc: Burien City Council Seahurst Post Office B-Town Blog Burien Library Highline Times
 Burien Staff Web site: www.burienwa.gov Burien Daily Discover Burien Seahurst Post Office

