



CITY COUNCIL MEETING AGENDA

December 16, 2013

6:30 p.m. – Reception for Outgoing Councilmembers

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	Individuals will please limit their comments to three minutes, and groups to five minutes.	
6. CORRESPONDENCE FOR THE RECORD	a. Email Dated December 9, 2013, from Micah Kurtz, Chair, Tukwila Pantry Board of Directors.	3.
7. CONSENT AGENDA	a. Approval of Check Register: : Numbers 36299 - 36416 in the Amounts of \$20,075,651.84 for Payment on December 16, 2013, with Voided Check No. 36355; and Payroll Salaries and Benefits Numbers 5996 - 6014 for Direct Deposits and Wire Transfers in the Amount of \$303,464.52 for November 16 - 30, 2013, Paid on December 5, 2013.	5.
	b. Approval of Minutes: Study Session, November 25, 2013; Regular Meeting December 2, 2013.	23.
	c. Motion to Adopt Ordinance No. 593, Granting a Cable Franchise Renewal to Comcast of Washington IV, Inc.	29.
	d. Motion to Approve an Interlocal Agreement Between Highline Public Schools and the Cities of Burien, Des Moines, Normandy Park and SeaTac.	77.
	e. Motion to Adopt Ordinance No. 594, Relating to Legal Holidays.	87.
	f. Motion to Adopt Resolution No. 351, Amending Resolution No. 326 Relating to the Acknowledgement Policy Award Naming Procedures and Volunteer Recognition Plan.	91.
8. BUSINESS AGENDA	a. Appointment of District Court Judge Mark Eide or Corinna Harn as City’s Proxy at King County District Court Districting Committee.	95.
	b. Report on Annex Fire.	
	c. Proclamation Commending the Highline School District’s Strategic Planning Process.	97.
	d. Motion to Approve Appointment to the Business and Economic Development Partnership.	99.
	e. Discuss the Facilitators’ Statements of Qualifications and Date for Burien Council Retreat in January 2014.	101
	f. Discussion on Undergrounding Ordinance.	153.
	g. Review of Council Proposed Agenda Schedule.	161.
	h. City Manager’s Report.	165.

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
December 16, 2013
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9. COUNCIL BUSINESS

10. ADJOURNMENT

Carol Allread

From: info@tukwilapantry.org
Sent: Monday, December 09, 2013 9:45 AM
To: James Millikan; Eric Cheung; Taimi Sepulveda; Gloria Pampu; Erin Downey - Whole Foods; Amy Johnson; Brooke Alford; Kyle Anderson - Anderson Food Resource; Judith Borek; Stephanie Brown; Pam Carter; Perry Chinn - Interurban Chiropractic; Adriana Cribb; Joyce Dixon; Claudette Henderson - DoubleTree; Jodi Drozd; Debbie Fattore; Leona Henderson; Sue Kato; Laura Kirkland; Carol Kolson; Ron & Nancy Lamb; Sharon Mann; Albert & Mary Miotke; Wendy Morgan; Charles & Marie Parrish; Nathan Phillips; Margarita Prentice; Ron Meyers - SAVVIS; Zev & Robin Sieg; W.G. Sroufe; Linda Stanley; Louise Strander; Jean Sullivan; Sophiap Eng; Hugh Tobin; Mary Koontz - Tukwila Pet Hosp; Chris Partman; Patty Cokus; Kathy Hougardy; Jay & Rachell Sardeson; Carrie & Chris Thompson; Rick Boman - Red Dot; Tracy Gallaway; Tricia Singer; Evie Boykan; David Fretz; Stacy Hansen; Laura Washington - Enterprise Rental; Stephanie Gardner; Ellen Gengler; City of SeaTac; City of Tukwila; Public Council Inbox; Lori Fleming; Colleen Brandt-Schluter; Foster Tukwila Presbyterian Church; Kimberly Matej; Jenny McCoy; Georgina Nelson Thomas; Michele Larson; Dawn Gonser - SeaTac Super 8; Norm Drysdale - McKay Wealth Mgmt.; Pastor Kent Murahashi - Grace Point Comm. Church; Mary Fisher - Integra Telecom; Laurence & Diana Hopper; Denise Johnson - SeaTac Super 8; Lloyd & Cheryl Gaddis; Paul Szewczyk; John Takami; Celes Martinez; Kristie Richardson - Embassy Suites; Lauren Kominkiewicz; Suzan Martin; Kim Nicholas - Cedar River Animal Hospital; Kelly Bachenberg; Erik Flynn; Billy Shott; Emily LeFebvre; Shawn Hunstock; Paulette Vodder; Toni Watson; Tim Large; Mary Flynn; Megan Flynn-Raab; Richard Artura; Jeri Anderson; De'Sean Quinn; Joe Duffie; Don Tomaso; Valarie Pickens; Theresa Sigler; Dia Thibadeau; Gina Kallman; Don Gregory; Paula Hale; Bonnie Timm; Gayle Terry; Rick Friel; Vaiaie Neison
Subject: Tukwila Pantry Holiday Letter

CFTR 12/16/13

Dear friends of the Tukwila Pantry,

As another year comes to a close at the Tukwila Pantry, I have two pairs of two word phrases to share with you. The first is the most important: Thank you! Because of financial contributions to the Tukwila, more residents of Tukwila, SeaTac, Burien, and Boulevard Park have been able to set food on their tables. More families have seen their children fed and not hungry. More fixed-income and low-income individuals have been freed from choosing between hunger and having a home.

When I first started working alongside the Tukwila Pantry doing homeless outreach four years ago, I didn't realize what the financial contributions to a food pantry meant. I assumed some nameless public grants automatically paid for its operation, and food drives were the connection between the pantry and the community. Upon joining the Board of Directors two years ago, I learned that a food pantry requires assistance from a lot of different sources. The Tukwila Pantry is extremely efficient, compared with other area food banks, in use of volunteers, off-setting costs the Pantry would otherwise incur. Your financial support—your dollar—is stretched well. Again, thank you.

I can tell you the Tukwila Pantry Board of Directors is excited about some new directions we are going. We will be increasing our community relationships and working more closely with the cities and neighborhoods we serve. We will be taking the burden off Joe Tice to fundraise through grants and developing new community partnerships. This will help free Joe to continue to do what he does so well—make sure the food gets to the food bank to go home with those in need.

And that's what this letter is all about. The second two-word phrase I need to share is: please help. Not only is the Tukwila Pantry continuing to serve more new households than ever before, but community and governmental support is also waning. Grocery stores and the food bank distribution agencies have less stock to supply to the area food pantries, including Tukwila Pantry. In addition, on November 1st the termination of part of the federal stimulus program reduced the monthly payments for the Supplemental Nutrition Assistance Program (formerly called Food Stamps) by \$10-20 per person. Families in need now have less than they did just a month ago. The need for the hungry in our communities has not gone away just because some measures say our economy is improving. The need is still present.

As you consider those with fewer resources than you this season, please think about the families who depend on the Tukwila Pantry for their daily nutrition. Thank you for what you have done for the pantry. And please help. Your financial assistance will help ensure the Tukwila Pantry can continue to operate and purchase supplemental food as the Pantry is able.

I would love to talk with you about what is going on with the Pantry. You are welcome to leave me a message through the Pantry (206-431-8293) and I will get back to you.

Sincerely,

Micah Kurtz, M.Div., MSW
Chair, Tukwila Pantry Board of Directors

COMPUTER CHECK REGISTER

CHECK REGISTER APPROVAL

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

CHECK NOS. 36299-36416

IN THE AMOUNTS OF \$20,075,651.84

WITH VOIDED CHECK NOS. 36355

PAYROLL SALARIES AND BENEFITS APPROVAL

FOR November 16th - November 30th PAID ON 5th December 2013

CHECK NOS. 5996-6014

DIRECT DEPOSITS AND WIRE TRANSFERS IN THE AMOUNT OF: \$303,464.52

Accounts Payable
Checks for Approval



User: cathy
Printed: 12/12/2013 - 9:57 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
36299	12/02/2013	General Fund	Professional Services	Lucian Popp		3,914.63
					Check Total:	3,914.63
36300	12/02/2013	General Fund	Registration - Trainng/Workshp	Cardmember Service		129.00
36300	12/02/2013	General Fund	Professional Services	Cardmember Service		87.60
					Check Total:	216.60
36301	12/02/2013	General Fund	Office/Operating Supplies	SUSAN COLES		91.70
					Check Total:	91.70
36302	12/16/2013	Street Fund	Office And Operating Supplies	Ace Hardware		8.76
36302	12/16/2013	Street Fund	Office And Operating Supplies	Ace Hardware		44.85
36302	12/16/2013	Street Fund	Office And Operating Supplies	Ace Hardware		12.03
					Check Total:	65.64
36303	12/16/2013	Street Fund	Repairs & Maint. - Fleet	AG Enterprise Supply Inc		64.59
					Check Total:	64.59
36304	12/16/2013	Parks & Gen Gov't CIP	Construction	Allana Buick & Bers Inc		6,220.00
36304	12/16/2013	Parks & Gen Gov't CIP	Construction	Allana Buick & Bers Inc		3,110.00
					Check Total:	9,330.00
36305	12/16/2013	Street Fund	Office And Operating Supplies	Alpine Fence Company		15.42

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	15.42
36306	12/16/2013	Street Fund	Office And Operating Supplies	Alpine Products Inc		335.07
					Check Total:	335.07
36307	12/16/2013	General Fund	Dues/Memberships	American Planning Association		340.00
36307	12/16/2013	General Fund	Dues/Memberships	American Planning Association		553.00
36307	12/16/2013	General Fund	Dues/Memberships	American Planning Association		450.00
36307	12/16/2013	General Fund	Dues/Memberships	American Planning Association		263.00
					Check Total:	1,606.00
36308	12/16/2013	General Fund	Telephone	A T & T		20.77
36308	12/16/2013	General Fund	Telephone	A T & T		41.84
					Check Total:	62.61
36309	12/16/2013	General Fund	Telephone	AT&T Mobility		20.69
					Check Total:	20.69
36310	12/16/2013	General Fund	Office and Operating Supplies	Atlantis Designs		630.00
					Check Total:	630.00
36311	12/16/2013	General Fund	Professional Services	Kenneth Barger		45.00
					Check Total:	45.00
36312	12/16/2013	General Fund	Teen Programs	Brian J Barnes		195.20
					Check Total:	195.20
36313	12/16/2013	General Fund	Instructors Prof Svcs	Lucas Bonnema		120.00
					Check Total:	120.00
36314	12/16/2013	General Fund	Printing/Binding/Copying	Brim Press LLC		54.75
36314	12/16/2013	Surface Water Management Fund	Printing/Binding/Copying	Brim Press LLC		32.85
36314	12/16/2013	General Fund	Quarterly Newsletter	Brim Press LLC		1,199.03

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	1,286.63
36315	12/16/2013	General Fund	Prof. Svcs-Instructors	Viola Brumbaugh		1,008.00
					Check Total:	1,008.00
36316	12/16/2013	General Fund	Animal Control Services	CARES		12,916.67
					Check Total:	12,916.67
36317	12/16/2013	Transportation CIP	Design - Engineering	CH2M Hill		48,122.12
					Check Total:	48,122.12
36318	12/16/2013	General Fund	Office and Operating Supplies	Clay Art Center Inc		198.53
					Check Total:	198.53
36319	12/16/2013	General Fund	Telephone	CenturyLink		63.61
36319	12/16/2013	General Fund	Telephone	CenturyLink		49.40
36319	12/16/2013	General Fund	Telephone	CenturyLink		45.81
36319	12/16/2013	General Fund	Telephone	CenturyLink		45.81
36319	12/16/2013	Street Fund	Telephone	CenturyLink		50.68
36319	12/16/2013	Surface Water Management Fund	Telephone	CenturyLink		50.67
36319	12/16/2013	General Fund	Telephone	CenturyLink		46.59
36319	12/16/2013	General Fund	Telephone	CenturyLink		44.62
36319	12/16/2013	General Fund	Telephone	CenturyLink		60.82
36319	12/16/2013	General Fund	Telephone	CenturyLink		47.11
					Check Total:	505.12
36320	12/16/2013	General Fund	Repairs and Maintenance	Co-op Air Conditioning & Heati		970.06
					Check Total:	970.06
36321	12/16/2013	General Fund	Online Video Streaming	COMCAST		45.17
36321	12/16/2013	General Fund	Utilities	COMCAST		77.35
36321	12/16/2013	General Fund	Utilities	COMCAST		85.80
36321	12/16/2013	Street Fund	Telephone	COMCAST		42.90
36321	12/16/2013	Surface Water Management Fund	Telephone	COMCAST		42.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	294.12
36322	12/16/2013	General Fund	Office/Operating Supplies	Complete Office LLC		408.92
36322	12/16/2013	General Fund	Office/Operating Supplies	Complete Office LLC		56.79
36322	12/16/2013	General Fund	Office/Operating Supplies	Complete Office LLC		318.04
36322	12/16/2013	General Fund	IT Office/Operating Supplies	Complete Office LLC		113.59
36322	12/16/2013	General Fund	Office and Operating Supplies	Complete Office LLC		56.79
36322	12/16/2013	General Fund	Office and Operating Supplies	Complete Office LLC		170.38
36322	12/16/2013	General Fund	Office And Operating Supplies	Complete Office LLC		454.35
36322	12/16/2013	General Fund	Office And Operating Supplies	Complete Office LLC		386.19
36322	12/16/2013	General Fund	Office And Operating Supplies	Complete Office LLC		306.68
36322	12/16/2013	General Fund	Office And Operating Supplies	Complete Office LLC		659.45
					Check Total:	2,931.18
36323	12/16/2013	General Fund	Instructors Prof Svcs	Janet S. Crawley		276.00
36323	12/16/2013	General Fund	Prof. Svcs-Instructors	Janet S. Crawley		525.00
					Check Total:	801.00
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		33.33
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		109.58
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		159.12
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		46.77
36324	12/16/2013	Surface Water Management Fund	Utilities	City of Seattle		353.07
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		15.75
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		384.36
36324	12/16/2013	General Fund	Utilities	City of Seattle		16.17
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		119.96
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		94.51
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		104.99
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		54.03
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		113.28
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		134.98
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		264.40
36324	12/16/2013	General Fund	Utilities	City of Seattle		28.89
36324	12/16/2013	General Fund	Utilities	City of Seattle		63.67
36324	12/16/2013	General Fund	Utilities	City of Seattle		560.38
36324	12/16/2013	General Fund	Utilities	City of Seattle		1,102.62
36324	12/16/2013	General Fund	Utilities	City of Seattle		1,406.46
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		104.61
36324	12/16/2013	General Fund	Utilities	City of Seattle		761.62
36324	12/16/2013	General Fund	Utilities	City of Seattle		8.52

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		8.32
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		191.96
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		71.83
36324	12/16/2013	Street Fund	Utilities - Traffic Signals	City of Seattle		129.86
					Check Total:	6,443.04
36325	12/16/2013	General Fund	Utilities	City Of Seattle		107.92
					Check Total:	107.92
36326	12/16/2013	General Fund	State Lobbying Services	Michael D. Doubleday		3,000.00
36326	12/16/2013	General Fund	Federal Lobbying Services	Michael D. Doubleday		2,050.00
					Check Total:	5,050.00
36327	12/16/2013	General Fund	Repair/Maint-Vehicle	Elidrew, LLC		11.83
36327	12/16/2013	General Fund	Repair/Maint-Vehicle	Elidrew, LLC		11.83
					Check Total:	23.66
36328	12/16/2013	General Fund	Instructors Prof Srvs	Maribel Enriquez		240.00
					Check Total:	240.00
36329	12/16/2013	General Fund	Professional Services	First American Title Insurance		383.25
36329	12/16/2013	General Fund	Professional Services	First American Title Insurance		383.25
					Check Total:	766.50
36330	12/16/2013	General Fund	Office And Operating Supplies	Global Cleaning Inc		89.99
36330	12/16/2013	General Fund	City Hall Custodial	Global Cleaning Inc		1,308.83
36330	12/16/2013	General Fund	City Hall Custodial	Global Cleaning Inc		1,603.75
					Check Total:	3,002.57
36331	12/16/2013	General Fund	Instructors Prof Svcs	Alina Gridley		90.00
					Check Total:	90.00
36332	12/16/2013	General Fund	Parks Building Security	Guardian Security		65.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	65.00
36333	12/16/2013	General Fund	Instructors Prof Svcs	Victoria E. Hamilton		460.00
36333	12/16/2013	General Fund	Instructors Prof Svcs	Victoria E. Hamilton		353.25
					Check Total:	813.25
36334	12/16/2013	General Fund	Small Business Dev. Center	Highline Community College		10,000.00
					Check Total:	10,000.00
36335	12/16/2013	General Fund	Office/Operating Supplies	Home Depot Credit Services		783.38
36335	12/16/2013	Surface Water Management Fund	Office And Operating Supplies	Home Depot Credit Services		52.81
36335	12/16/2013	Street Fund	Office And Operating Supplies	Home Depot Credit Services		52.81
36335	12/16/2013	General Fund	Office/Operating Supplies	Home Depot Credit Services		812.33
					Check Total:	1,701.33
36336	12/16/2013	Surface Water Management Fund	Office And Operating Supplies	HD Fowler Company		-79.19
36336	12/16/2013	Surface Water Management Fund	Office And Operating Supplies	HD Fowler Company		102.59
					Check Total:	23.40
36337	12/16/2013	General Fund	Arts & Culture Grants	Hi-liners, Inc.		650.00
					Check Total:	650.00
36338	12/16/2013	General Fund	Prof. Svcs-Instructors	Joshua Hughes		210.00
					Check Total:	210.00
36339	12/16/2013	Street Fund	Office And Operating Supplies	ICON Materials		655.73
					Check Total:	655.73
36340	12/16/2013	General Fund	Operating Rents & Leases	RICOH USA Inc		321.93
36340	12/16/2013	Street Fund	Operating Rentals And Leases	RICOH USA Inc		3.87
36340	12/16/2013	Surface Water Management Fund	Operating Rentals And Leases	RICOH USA Inc		3.88
					Check Total:	329.68
36341	12/16/2013	General Fund	Telephone	Integra Telecom		151.63

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
36341	12/16/2013	General Fund	Telephone	Integra Telecom		23.33
36341	12/16/2013	General Fund	Telephone	Integra Telecom		116.64
36341	12/16/2013	General Fund	Telephone	Integra Telecom		34.99
36341	12/16/2013	General Fund	Telephone	Integra Telecom		23.33
36341	12/16/2013	General Fund	Telephone	Integra Telecom		58.32
36341	12/16/2013	General Fund	Telephone	Integra Telecom		174.96
36341	12/16/2013	General Fund	Telephone	Integra Telecom		139.97
36341	12/16/2013	General Fund	Telephone	Integra Telecom		116.64
36341	12/16/2013	General Fund	Telephone	Integra Telecom		108.82
36341	12/16/2013	General Fund	Telephone	Integra Telecom		108.82
36341	12/16/2013	General Fund	Telephone	Integra Telecom		108.94
36341	12/16/2013	General Fund	Telephone	Integra Telecom		775.54
Check Total:						1,941.93
36342	12/16/2013	General Fund	Mileage	STEPHANIE JEWETT		43.84
Check Total:						43.84
36343	12/16/2013	General Fund	Prof. Svcs-Instructors	Moodette Ka'apana		75.00
Check Total:						75.00
36344	12/16/2013	General Fund	Police Contract - King Co	King County Sheriff's Office		845,663.58
36344	12/16/2013	General Fund	Police Contract - King Co	King County Sheriff's Office		845,663.62
Check Total:						1,691,327.20
36345	12/16/2013	Street Fund	Street Maint. Contract-KC	KING COUNTY FINANCE		6,716.35
36345	12/16/2013	Street Fund	Traffic Signal/Control.Mainten	KING COUNTY FINANCE		32,522.98
36345	12/16/2013	Street Fund	Traffic Signal/Control.Mainten	KING COUNTY FINANCE		11,695.47
36345	12/16/2013	Street Fund	Traffic Signal/Control.Mainten	KING COUNTY FINANCE		796.11
36345	12/16/2013	Street Fund	Traffic Signal/Control.Mainten	KING COUNTY FINANCE		5,899.65
36345	12/16/2013	Street Fund	Traffic Signal/Control.Mainten	KING COUNTY FINANCE		4,343.58
36345	12/16/2013	Surface Water Management Fund	SWM Maint Fees Billed by KCRD	KING COUNTY FINANCE		8,009.23
36345	12/16/2013	Surface Water Management Fund	SWM Maint Fees Billed by KCRD	KING COUNTY FINANCE		994.07
Check Total:						70,977.44
36346	12/16/2013	General Fund	Plan Review Fee Fire Dist 2	King County Fire District #2		3,537.33
Check Total:						3,537.33

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
36347	12/16/2013	General Fund	King Co Pet License Trust Acct	King County Pet License		145.00
					Check Total:	145.00
36348	12/16/2013	General Fund	Drug Seizure Proceeds KCSO	KC Sheriff Det. RCrenshaw		2,550.25
					Check Total:	2,550.25
36349	12/16/2013	Surface Water Management Fund	TV Inspection and Vactoring	King County Finance		994.07
36349	12/16/2013	Surface Water Management Fund	TV Inspection and Vactoring	King County Finance		371.45
					Check Total:	1,365.52
36350	12/16/2013	Surface Water Management Fund	County Collection Fee	King County Office of Finance		9,550.96
					Check Total:	9,550.96
36351	12/16/2013	General Fund	Instructors Prof Svcs	Keli Sim-DiRitis		60.00
					Check Total:	60.00
36352	12/16/2013	General Fund	Public Defender	Kirshenbaum & Goss, Inc., P.S		6,950.00
					Check Total:	6,950.00
36353	12/16/2013	General Fund	Instructors Prof Svcs	Lauren Laughlin		276.00
					Check Total:	276.00
36354	12/16/2013	General Fund	Prof. Svcs-Instructors	Alexander Lewis		1,312.50
36354	12/16/2013	General Fund	Instructors Prof Svcs	Alexander Lewis		120.00
					Check Total:	1,432.50
36355	12/16/2013	General Fund	Prof. Svcs-Instructors	ANNE MARIE LITTLETON	120.00	0.00
					Check Total:	0.00
36356	12/16/2013	Street Fund	Office And Operating Supplies	Lou's Gloves Inc		43.00
36356	12/16/2013	Surface Water Management Fund	Office And Operating Supplies	Lou's Gloves Inc		43.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	86.00
36357	12/16/2013	General Fund	Instructors Prof Svcs	Loren Lukens		198.00
					Check Total:	198.00
36358	12/16/2013	General Fund	Registration - Trainng/Workshp	STEVEN A. LYSAGHT		158.49
36358	12/16/2013	General Fund	Registration - Trainng/Workshp	STEVEN A. LYSAGHT		164.00
					Check Total:	322.49
36359	12/16/2013	General Fund	Prof. Svcs-Instructors	Jacob Matthew		320.00
					Check Total:	320.00
36360	12/16/2013	General Fund	Computer Related Supplies	MBI Systems, Inc.		587.32
					Check Total:	587.32
36361	12/16/2013	General Fund	Instructors Prof Svcs	Hunter McGee		220.00
					Check Total:	220.00
36362	12/16/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	McLendon Hardware Inc		7.84
36362	12/16/2013	Street Fund	Repairs & Maint. - Fleet	McLendon Hardware Inc		7.85
					Check Total:	15.69
36363	12/16/2013	General Fund	Teen Programs	Mehndi Madness, Inc.		200.00
					Check Total:	200.00
36364	12/16/2013	Surface Water Management Fund	Office And Operating Supplies	LUIS MEJIA		160.00
					Check Total:	160.00
36365	12/16/2013	General Fund	Burien Marketing Strategy	Mark V Corporation		2,380.00
36365	12/16/2013	General Fund	Burien Marketing Strategy	Mark V Corporation		1,334.01
36365	12/16/2013	General Fund	Burien Marketing Strategy	Mark V Corporation		900.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	4,614.01
36366	12/16/2013	Street Fund	Dt Business License Svcs	Microflex Inc		3,777.92
36366	12/16/2013	General Fund	B&O Tax Collect & Audit	Microflex Inc		1,927.74
36366	12/16/2013	Street Fund	Dt Business License Svcs	Microflex Inc		43.06
36366	12/16/2013	General Fund	B&O Tax Collect & Audit	Microflex Inc		38.64
36366	12/16/2013	General Fund	Sales Tax Auditing Costs	Microflex Inc		33.97
					Check Total:	5,821.33
36367	12/16/2013	General Fund	Office and Operating Supplies	Miller Paint Company Inc		75.89
36367	12/16/2013	General Fund	Office and Operating Supplies	Miller Paint Company Inc		213.40
36367	12/16/2013	General Fund	Office and Operating Supplies	Miller Paint Company Inc		38.70
36367	12/16/2013	General Fund	Nuisance and Abatement Costs	Miller Paint Company Inc		22.46
36367	12/16/2013	General Fund	Nuisance and Abatement Costs	Miller Paint Company Inc		34.34
					Check Total:	384.79
36368	12/16/2013	Equipment Reserve Fund	Machinery And Equipment	Morgan Sound Inc		1,836.32
36368	12/16/2013	General Fund	Repairs and Maintenance	Morgan Sound Inc		465.38
					Check Total:	2,301.70
36369	12/16/2013	General Fund	Instructors Prof Svcs	Shariana Mundi		1,034.00
					Check Total:	1,034.00
36370	12/16/2013	General Fund	Instructors Prof Svcs	New City Dance Company		397.50
					Check Total:	397.50
36371	12/16/2013	General Fund	Instructors Prof Svcs	Drew Nicklas		252.00
					Check Total:	252.00
36372	12/16/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Novus Glass		112.50
36372	12/16/2013	Street Fund	Repairs & Maint. - Fleet	Novus Glass		112.50
					Check Total:	225.00
36373	12/16/2013	Street Fund	Office And Operating Supplies	National Safety Inc		22.92
36373	12/16/2013	Surface Water Management Fund	Office And Operating Supplies	National Safety Inc		22.91

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	45.83
36374	12/16/2013	General Fund	Prof. Svcs-Instructors	Pamela Odegard		135.00
					Check Total:	135.00
36375	12/16/2013	Street Fund	Office And Operating Supplies	Omega Industrial Supply, Inc.		552.68
					Check Total:	552.68
36376	12/16/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	OReilly Auto Parts		14.22
36376	12/16/2013	Street Fund	Repairs & Maint. - Fleet	OReilly Auto Parts		14.23
36376	12/16/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	OReilly Auto Parts		4.37
36376	12/16/2013	Street Fund	Repairs & Maint. - Fleet	OReilly Auto Parts		4.38
36376	12/16/2013	Street Fund	Repairs & Maint. - Fleet	OReilly Auto Parts		41.89
36376	12/16/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	OReilly Auto Parts		41.89
					Check Total:	120.98
36377	12/16/2013	General Fund	Instructors Prof Svcs	Teofila Orihuela		132.00
					Check Total:	132.00
36378	12/16/2013	Surface Water Mgmt CIP	NERA DRAINAGE IMPR PROG	OTAK, Inc		82,549.20
					Check Total:	82,549.20
36379	12/16/2013	General Fund	Operating Rents & Leases	Pacific Office Automation Inc		339.31
36379	12/16/2013	General Fund	Operating Rents & Leases	Pacific Office Automation Inc		473.51
					Check Total:	812.82
36380	12/16/2013	Street Fund	Repairs & Maint. - Fleet	Pacific Torque LLC		503.48
36380	12/16/2013	Surface Water Management Fund	Repairs & Maint. - Fleet	Pacific Torque LLC		503.48
					Check Total:	1,006.96
36381	12/16/2013	General Fund	Instructors Prof Svcs	Johawna Olena Perry		138.00
					Check Total:	138.00
36382	12/16/2013	Surface Water Management Fund	Office And Operating Supplies	Pacific Industrial Supply		252.29

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	252.29
36383	12/16/2013	General Fund	Operating Rents & Leases	Pitney Bowes Global Financial		969.09
					Check Total:	969.09
36384	12/16/2013	General Fund	Land and Land Improvements	Pacifica Law Group		2,990.00
36384	12/16/2013	General Fund	Land and Land Improvements	Pacifica Law Group		1,907.50
					Check Total:	4,897.50
36385	12/16/2013	General Fund	Machinery & Equipment	Prime Electric Inc		5,390.37
					Check Total:	5,390.37
36386	12/16/2013	General Fund	Utilities	PSE Pmt. Processing		311.80
36386	12/16/2013	General Fund	Utilities	PSE Pmt. Processing		1,592.60
36386	12/16/2013	General Fund	Utilities	PSE Pmt. Processing		57.93
36386	12/16/2013	General Fund	Utilities	PSE Pmt. Processing		42.20
					Check Total:	2,004.53
36387	12/16/2013	General Fund	Registration - Trainng/Workshp	PSFOA		125.00
					Check Total:	125.00
36388	12/16/2013	General Fund	Fines & Fees - Pets	Patricia Rico Solis		50.00
					Check Total:	50.00
36389	12/16/2013	General Fund	Electrical Permit	Trade Electric Inc		68.00
					Check Total:	68.00
36390	12/16/2013	General Fund	Refund Clearing Account -Parks	Burien Arts Association		500.00
					Check Total:	500.00
36391	12/16/2013	General Fund	Refund Clearing Account -Parks	Askin Gallentine		125.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	125.00
36392	12/16/2013	General Fund	Printing/Binding/Copying	Claude McAlpin, III		36.01
					Check Total:	36.01
36393	12/16/2013	General Fund	Advertising	Robinson Newspapers		85.00
					Check Total:	85.00
36394	12/16/2013	General Fund	Instructors Prof Srvs	Emily Ruppert		120.00
					Check Total:	120.00
36395	12/16/2013	General Fund	Printing/Binding/Copying	SafeChecks		287.59
					Check Total:	287.59
36396	12/16/2013	General Fund	Advertising	Seattle Times		301.64
36396	12/16/2013	General Fund	Advertising	Seattle Times		357.30
					Check Total:	658.94
36397	12/16/2013	General Fund	Instructors Prof Srvs	Shunpike Arts Collective		220.00
					Check Total:	220.00
36398	12/16/2013	General Fund	Hearing Exam Nonreimbursed	Sound Law Center		1,372.00
					Check Total:	1,372.00
36399	12/16/2013	Street Fund	Office And Operating Supplies	STAPLES- Credit Plan		30.10
36399	12/16/2013	Surface Water Management Fund	Office And Operating Supplies	STAPLES- Credit Plan		30.11
					Check Total:	60.21
36400	12/16/2013	General Fund	Office And Operating Supplies	Susteen Inc		800.00
					Check Total:	800.00
36401	12/16/2013	General Fund	Utilities	Southwest Suburban Sewer Dist.		55.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	55.00
36402	12/16/2013	General Fund	Prof. Svcs-Instructors	Bonnie Taschler		120.00
					Check Total:	120.00
36403	12/16/2013	General Fund	Telephone	TelSpan Inc		14.89
36403	12/16/2013	General Fund	Telephone	TelSpan Inc		8.41
					Check Total:	23.30
36404	12/16/2013	General Fund	Teen Programs	Reginald Thomas		195.20
					Check Total:	195.20
36405	12/16/2013	General Fund	Parks Maintenance	Trugreen-landcare/NW Region		44,494.89
					Check Total:	44,494.89
36406	12/16/2013	General Fund	Operating Rentals & Leases	Valley View Sewer District		1,030.00
36406	12/16/2013	General Fund	Utilities	Valley View Sewer District		51.30
					Check Total:	1,081.30
36407	12/16/2013	General Fund	Instructors Prof Svcs	Fred Vaughan		48.00
					Check Total:	48.00
36408	12/16/2013	Street Fund	Office And Operating Supplies	BRIAN VICTOR		90.04
					Check Total:	90.04
36409	12/16/2013	General Fund	Prof. Svcs-Instructors	Pamela Ann Videen		420.00
					Check Total:	420.00
36410	12/16/2013	General Fund	Dues/Memberships	WA Assn. of Building Officials		95.00
					Check Total:	95.00
36411	12/16/2013	General Fund	Prof. Svcs-Instructors	Carly Waterman		100.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	100.00
36412	12/16/2013	General Fund	Registration - Trainng/Workshp	SHANE WATKINS		164.00
					Check Total:	164.00
36413	12/16/2013	General Fund	Utilities	Water District No 20		58.67
36413	12/16/2013	General Fund	Utilities	Water District No 20		39.50
36413	12/16/2013	General Fund	Utilities	Water District No 20		47.41
36413	12/16/2013	General Fund	Utilities	Water District No 20		31.60
36413	12/16/2013	General Fund	Utilities	Water District No 20		355.50
36413	12/16/2013	General Fund	Utilities	Water District No 20		289.26
					Check Total:	821.94
36414	12/16/2013	General Fund	Office And Operating Supplies	Walter E Nelson Co		122.67
36414	12/16/2013	General Fund	Office and Operating Supplies	Walter E Nelson Co		61.34
36414	12/16/2013	General Fund	Office Supplies	Walter E Nelson Co		20.45
36414	12/16/2013	General Fund	Small Tools & Minor Equipments	Walter E Nelson Co		542.25
					Check Total:	746.71
36415	12/16/2013	General Fund	Professional Services	Washington State Patrol		270.00
					Check Total:	270.00
36416	12/16/2013	General Fund	Prof. Svcs-Instructors	Anne Marie Littleton		120.00
					Check Total:	120.00
					Report Total:	2,075,651.84

DRAFT



CITY COUNCIL STUDY SESSION MINUTES

November 25, 2013

**6:30 p.m. – Special Meeting: Conduct Parks & Recreation Board
interview**

7:00 p.m. – Study Session

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

SPECIAL MEETING

Mayor Bennett called the Special Meeting of the Burien City Council to order at 6:30 p.m. for the purpose conducting a Parks and Recreation Board interview.

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

Administrative staff present: Craig Knutson, Interim City Manager.

No action was taken.

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Bennett led the Pledge of Allegiance.

ROLL CALL

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

Administrative staff present: Craig Knutson, Interim City Manager; Nhan Nguyen, Management Analyst; and, Monica Lusk, City Clerk.

CORRESPONDENCE FOR THE RECORD

None received.

DISCUSSION ITEMS

Proclamation Honoring King County Councilmember Julia Patterson

Mayor Bennett read and presented a proclamation to King County Councilmember Julia Patterson honoring her for her 24 years of public service.

Discussion on Outreach to Diverse Groups

Direction/Action

Deputy Mayor Krakowiak requested hiring bilingual staff at all levels, researching the use of the City's Neighborhood Matching Grant Program for the outreach to diverse groups, creating a Latino Outreach Liaison position and reviewing staffing needs for the City.

The following people spoke:

Mohamed Ali, co-chair of the King County Somali Health Board

Roxana Garcia, Membership Coordinator with South King Council of Human Services

Discussion on Process for Integrating New Councilmembers

Follow-up

Staff will provide the responses from the potential Council Retreat facilitators prior to the selection by the City and provide the orientation schedule.

Direction/Action

Councilmembers reached consensus to prepare a proclamation commending the Highline School District's Strategic Planning process.

ADJOURNMENT

Direction/Action

MOTION was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton and passed unanimously to adjourn the meeting at 8:23 p.m.

Brian Bennett, Mayor

Monica Lusk, City Clerk

DRAFT



CITY COUNCIL REGULAR MEETING MINUTES

December 2, 2013

6:30 p.m. - Special Meeting: Executive Session to discuss real estate acquisition

7:00 p.m. – Regular Meeting

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

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

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

SPECIAL MEETING

Mayor Bennett called the Special Meeting of the Burien City Council to order at 6:30 p.m. for the purpose of holding an Executive Session to discuss real estate acquisition per RCW 42.30.110(1)(b) and potential litigation per RCW 42.30.110(1)(i).

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

Administrative staff present: Craig Knutson, Interim City Manager; Dan Trimble, Economic Development Manager.

The Council may take action in open session.

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Bennett led the Pledge of Allegiance.

ROLL CALL

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

Administrative staff present: Craig Knutson, Interim City Manager; Dan Trimble, Economic Development Manager; Angie Chaufy, Human Resources Manager; Chip Davis, Community Development Director; Kim Krause, Finance Director; Michael Lafreniere, Parks, Recreation and Cultural Services Director; and, Monica Lusk, City Clerk.

AGENDA CONFIRMATION

Direction/Action

Motion was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton and passed unanimously to affirm the December 2, 2013, Agenda as amended to add Business Agenda Item 8 "I" Motion to Authorize City Manager to execute the Purchase and Sale Agreement for the Maier Property (860 S 146th Street) and reorder the subsequent item.

PUBLIC COMMENT

Bryan Hastings, 1904 47th Avenue SW, Seattle
Pamela Staeheli, 11812 4th Avenue SW, Burien
Goodspaceguy, 10219 Ninth Avenue South, Boulevard Park
Andrea Reay, 18427 2nd Avenue South, Burien
Megan Kawaguchi, 16610 21st Avenue SW, Burien
Quinton Thompson, 179 South 182nd Street, Burien

CORRESPONDENCE FOR THE RECORD

None was received.

CONSENT AGENDA

- a. Approval of Check Register: Numbers 36196 - 36298 in the Amounts of \$333,925.58 for Payment on December 2, 2013; and Payroll Salaries and Benefits Numbers 5984 - 5995 for Direct Deposits and Wire Transfers in the Amount of \$220,994.51 for November 1 - 15, 2013, Paid on November 20, 2013.
- b. Approval of Minutes: Regular Meeting, November 18, 2013.
- c. Motion to Adopt Ordinance No. 591, Relating to 2013 Comprehensive Plan and Zoning Code Amendments and Adopting Findings.
- d. Motion to Adopt Ordinance No. 596, Authorizing an Interfund Loan to the Parks and General Government Capital Projects Fund from the General Fund.

Direction/Action

Motion was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton, and passed unanimously to approve the December 2, 2013, Consent Agenda.

BUSINESS AGENDA

Update on Downtown Bike Rack Project. 37

Michael Lafreniere, Parks, Recreation and Cultural Services Director, provided a history of the project and introduced Maureen Hoffmann, WABI Burien Board member.

Ms. Hoffmann who spoke to the research, the new rack locations, the State grant that was awarded for the project, sponsorship, the design, installation, community participation and the location of the racks.

Public Hearing and Discussion on Proposed Ordinance No. 593, Adopting a Cable Franchise Renewal Until December 31, 2014

Mayor Bennett opened the public hearing at 7:35 p.m.

Goodspaceguy, 10219 Ninth Avenue South, Boulevard Park
Quinton Thompson, 179 South 182nd Street, Burien

There being no further testimony, Mayor Bennett closed the public hearing at 7:43 p.m.

Direction/Action

Councilmembers requested placing Ordinance No. 593 on the December 16, 2013 Consent Agenda for approval.

Adoption of Ordinance No. 588, Amending the 2013-2014 Biennial Budget

Direction/Action

Motion by Councilmember Clark, second by Councilmember McGilton, and passed unanimously to reallocate \$2,000 from the Human Services Go Grants On-Line to \$1,000 to the Highline Food Bank and \$1,000 to the White Center Food Bank.

Direction/Action

Motion was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton, and passed unanimously to adopt Ordinance No. 588 amending the 2013-14 Biennial Budget and Move to adopt the 2014 Financial Policies as amended to reallocate \$2,000 from the Human Services Go Grants On-Line to \$1,000 to the Highline Food Bank and \$1,000 to the White Center Food Bank.

Motion to Adopt Proposed Resolution No. 352, Entering Findings of Fact and Conclusions of Law Regarding Preliminary Approval of the Westview Subdivision

Direction/Action

Motion was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton, and passed unanimously to adopt Resolution No. 352, granting Preliminary Plat Approval of the Westview Subdivision, and adopting Findings of Fact, Conclusions and Conditions as set forth by the Hearing Examiner.

Motion to Approve Appointment to the Parks and Recreation Board

Direction/Action

Motion was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton, and passed unanimously to appoint Lance McIntosh to the City of Burien Parks and Recreation Board to an unexpired term beginning December 2, 2013, and ending on March 31, 2015.

Discussion on a Motion to Approve an Interlocal Agreement Between Highline Public Schools and the Cities of Burien, Des Moines, Normandy Park and SeaTac

Direction/Action

Councilmembers requested placing the interlocal agreement between Highline Public Schools and the Highline cities of Des Moines, SeaTac, Normandy Park and Burien on the December 16, 2013, Consent Agenda for approval.

Discussion of Draft Ordinance No. 594, Relating to Legal Holidays

Direction/Action

Councilmembers requested placing Ordinance No. 594 on the December 16, 2013, Consent Agenda for approval.

Discussion on Amending the Acknowledgement Policy

Direction/Action

Councilmembers requested placing Resolution No. 351 as amended to add the wording "for the previous calendar year" at the end of Section 1(A)(1) on the December 16, 2013, Consent Agenda for approval.

Motion to Authorize City Manager to execute Purchase and Sale Agreement for the Maier Property (860 S 146th Street)

Direction/Action

Motion was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton, and passed unanimously to authorize City Manager to execute Purchase and Sale Agreement for the Maier Property (860 S 146th Street).

Follow-up

Staff will place the purchase and sale agreement in the Council meeting packet, minutes and on the City's website.

City Manager's Report

Interim City Manager Craig Knutson spoke to the Seahurst Project demolition and construction, the managing of snow and ice and the Community Development Block Grant (CDBG) funding award received for the South 132nd Street Pedestrian/Bicycle Trail.

COUNCIL BUSINESS

Mayor Bennett noted that he attended a ceremony to commemorate the 80th Anniversary of the famine in Ukraine held at the University of Washington.

ADJOURNMENT

Direction/Action

MOTION was made by Deputy Mayor Krakowiak, seconded by Councilmember McGilton and passed unanimously to adjourn the meeting at 8:30 p.m.

Brian Bennett, Mayor

Monica Lusk, City Clerk

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 593

AN ORDINANCE OF THE CITY OF BURIEN, GRANTING RENEWAL OF A NON-EXCLUSIVE CABLE FRANCHISE TO COMCAST OF WASHINGTON IV, INC., TO OPERATE AND MAINTAIN A CABLE SYSTEM THROUGHOUT THE HEREIN DESIGNATED PUBLIC RIGHTS OF WAY OF THE CITY OF BURIEN UNTIL DECEMBER 31, 2014; SETTING FORTH PROVISIONS, TERMS AND CONDITIONS OF THE FRANCHISE RENEWAL; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on October 16, 2006, the City Council approved Ordinance No. 457 granting a new Cable Franchise to Comcast of Washington IV, Inc. ("Comcast"); and

WHEREAS, the City has reviewed Comcast's performance under the franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the City and its citizens, has determined that Comcast's plans for operating and maintaining its Cable System are generally adequate, and has determined that renewal of the franchise until December 31, 2014 is in the public interest and will provide the parties additional time to negotiate a longer term renewal; and

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

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of state-of-the-art cable communications service, the high technical capability and reliability of a cable system in the Franchise Area, the availability of local programming, and the high quality of customer service; and

WHEREAS, diversity in Cable Service is an important policy goal and the Grantee's Cable System should offer a broad range of programming services; and

WHEREAS, flexibility to respond to changes in technology and subscriber interests within the cable service market should continue to be an essential characteristic of this Franchise; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate, and maintain a cable system within the boundaries of the City;

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

Section 1. Cable Franchise – Grant and Authorization. The City hereby grants to Comcast of Washington IV, Inc. (“Comcast”) the renewal of a non-exclusive franchise, which shall authorize Comcast to continue to use the City’s public rights-of-way within the Franchise Area to install, construct, repair, replace, reconstruct, maintain, or retain, a Cable System for the deployment of Cable Services in the manner and upon the terms and conditions as are set forth in the Cable Franchise granted and approved as Exhibit A of Ordinance No. 457, which is incorporated by this reference as though fully set forth herein, provided that the term of said Cable Franchise is hereby extended until December 31, 2014.

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

Brian Bennett, Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:

Ann Marie Soto, Acting City Attorney

Filed with the City Clerk: _____, 2013
Passed by the City Council: _____, 2013
Ordinance No. 593
Date of Publication: _____, 2013

CABLE FRANCHISE

This Cable Franchise ("Franchise") is entered into in Burien, Washington, this 16TH day of OCTOBER, 2006, by and between the City of Burien, Washington, a municipal corporation, (hereinafter "City") and Comcast of Washington IV, Inc. (hereinafter "Grantee"). The City and Grantee are sometimes referred to hereinafter collectively as the "parties."

WHEREAS, the City has reviewed Grantee's performance under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the City and its citizens, and has determined that Grantee's plans for operating and maintaining its Cable System are adequate; and

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

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of state-of-the-art cable communications service, the high technical capability and reliability of a cable system in the Franchise Area, the availability of local programming and quality customer service; and

WHEREAS, diversity in Cable Service is an important policy goal and the Grantee's Cable System should offer a broad range of programming services; and

WHEREAS, flexibility to respond to changes in technology and Subscriber interests within the Cable Service market should be an essential characteristic of this Franchise; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate and maintain a cable system within the boundaries of the City.

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Grantee do hereby agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Franchise and the Exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Access" means the availability for Non-Commercial use by various governmental and educational agencies, institutions, organizations, and other groups and individuals in the community, including the City and its designees, of particular Channels on the Cable System to distribute programming to Subscribers, as permitted under applicable law and this Franchise.

(A) **“Public Access”** means Access where the public is the primary user having editorial control over programming and services.

(B) **“Educational Access”** means Access where Schools are the primary users having editorial control over programming and services.

(C) **“Government Access”** means Access where governmental institutions or their designees are the primary users having editorial control over programming and services.

1.2 **“Access Channel”** means a Channel designated for Access purposes or otherwise made available to facilitate or transmit Access programming.

1.3 **“Affiliate”** when used in connection with Grantee means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

1.4 **“Bad Debt”** means amounts lawfully owed by a Subscriber and accrued as revenues on the books of Grantee, but not collected after reasonable efforts by Grantee.

1.5 **“Basic Service”** means the lowest Tier of Cable Service that includes, at a minimum, the retransmission of local television Broadcast Signals and Access programming.

1.6 **“Broadcast Signal”** means a television or radio signal transmitted over the air to a wide geographic audience, and received by an antenna, microwave, satellite dishes or any other means.

1.7 **“Cable Act”** means the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, and any amendments thereto.

1.8 **“Cable Operator”** means any Person or groups of Persons, including Grantee, who provides Cable Service over the Cable System and directly or through one or more Affiliates owns a significant interest in such Cable System or who otherwise control(s) or is(are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.9 **“Cable Service”** means the one-way transmission to Subscribers of Video Programming, or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.10 **“Cable System”** means the Grantee’s facility in the Franchise Area, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public Right-of-Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive

on-demand services; (4) an open video system that complies with 47 U.S.C. 573; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

1.11 "Channel" means a portion of the frequency band capable of carrying a Video Programming Service, an audio service or a combination of Video Programming services and audio services, whether delivered in an analog or digital format.

1.12 "City" means the City of Burien, Washington, a municipal corporation.

1.13 "Complaint" means a Subscriber contact with the Grantee to express a grievance or dissatisfaction concerning Cable Service. Complaints do not include matters not within the regulatory control of the City. A Complaint may be verbal or in writing but need not include initial contacts where an issue is promptly resolved to the Subscriber's satisfaction.

1.14 "Designated Access Provider" means the entity or entities designated by the City to manage or co-manage Access Channels and facilities. The City may also be a Designated Access Provider.

1.15 "Dwelling Unit" means any residential building, or each portion thereof that has independent living facilities, including provisions for cooking, sanitation and sleeping and that is designed for residential occupancy. Buildings containing more than one set of facilities for cooking are multiple unit buildings unless the additional facilities are clearly accessory.

1.16 "Expanded Basic Service" means cable programming services not included in the Basic Service and excluding, for example, premium or Pay-Per-View Services.

1.17 "FCC" means the Federal Communications Commission or its lawful successor.

1.18 "Franchise" means this document, a contractual agreement, and any amendments and modifications thereto executed between the City and Grantee, containing the specific provisions of the authorization granted to operate a Cable System in the City.

1.19 "Franchise Area" means the area within the jurisdictional boundaries of the City, including any areas annexed by the City during the term of this Franchise.

1.20 "Gross Revenues" means all revenue derived directly or indirectly by the Grantee, or by Grantee's Affiliates, from the operation of Grantee's Cable System to provide Cable Services in the Franchise Area. Gross Revenues include, by way of illustration and not limitation, monthly fees charged Subscribers for Cable Services including Basic Service and all other Tiers of Cable Service; Pay-Per-View Service; Cable Service installation, disconnection, change-in-service and reconnection fees, Leased Access Channel fees, late fees, payments received by the Grantee from programmers for carriage of Cable Services on the Cable System and recognized as revenue under generally accepted accounting principles ("GAAP"), revenues from rentals of Cable System equipment such as converters; advertising revenues; advertising sales commissions if recognized as revenue under GAAP; additional outlet fees, Franchise Fees, and revenues from home shopping Channels. Gross Revenues shall not include (i) Bad Debt, provided, however, that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in

the period collected; (ii) the capital advances and Capital Contribution referenced in subsections 9.6 and 9.7; (iii) any payments by the City to Grantee for I-Net maintenance or expansion; or (iv) any taxes on services furnished by the Grantee which are imposed directly on any Subscriber or user by the State, City or other governmental unit and which are collected by the Grantee on behalf of said governmental unit. The Franchise Fees are not such a tax and are therefore included in Gross Revenues.

1.21 "Headend" means Grantee's primary facility for signal reception and dissemination on the Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors and other related equipment.

1.22 "Leased Access Channel" means any Channel or portion of a Channel commercially available for programming in accordance with Section 612 of the Cable Act.

1.23 "Non-Commercial" means, in the context of Access Channels, that particular products and services are not promoted or sold for commercial gain. This term will not be interpreted to prohibit an Access Channel operator or programmer from soliciting and receiving financial support to produce and transmit Video Programming on an Access Channel, or from acknowledging a contribution.

1.24 "Pay-Per-View Service" means programming offered on a per-program or per-event basis for which a separate fee is charged.

1.25 "Person" means any individual, partnership, association, joint stock company, trust, corporation, governmental entity (but shall not mean the City) or other entity..

1.26 "Right-of-Way" or "Rights-of-Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public Right-of-Way, including, but not limited to, utility easements, dedicated utility strips, or Rights-of-Way dedicated for compatible uses now or hereafter held by the City in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, upgrading and maintaining the Cable System. Right-of-Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel or for utility or public service use dedicated for compatible uses.

1.27 "School" means any State accredited public educational institution including, for example, primary and secondary Schools (K-12).

1.28 "State" means the State of Washington.

1.29 "Subscriber" means any Person who lawfully receives Cable Service provided by Grantee by means of the Cable System and whose premises are physically wired and lawfully activated to receive Cable Service from Grantee's Cable System.

1.30 "Tier" means a group of Channels for which a separate periodic rate is charged.

1.31 "Video Programming" means programming provided by, or generally considered comparable to programming provided by, cable programmers or a television broadcast station.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Rights-of-Ways within the Franchise Area, and for that purpose to install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Right-of-Way such wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment and use existing poles as may be necessary or appurtenant for the deployment of Cable Services over the Cable System. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Grantee, through this Franchise, is granted the right to operate its Cable System using the Rights-of-Way within the Franchise Area. Such use must be in compliance with all lawfully enacted and applicable Municipal Code provisions. In the event of a conflict between the Municipal Code and this Franchise, this Franchise shall control. Subject to federal and State preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to any ordinance, regulation, resolution or other enactment of the City, except within the lawful exercise of the City's police power. The Grantee agrees to comply with all lawful and generally applicable City ordinances. Grantee has the right to challenge any City ordinance or regulation that conflicts with its rights under this Franchise. Grantee acknowledges that its rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to protect the health, safety and welfare of the public, and Grantee agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to such power.

(C) This Franchise shall not be interpreted to prevent the City from lawfully imposing additional conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than Cable Service.

(D) Grantee guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee offering Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Franchise.

(E) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

(2) Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(F) This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

(G) This Franchise expressly authorizes Grantee to provide only Cable Services as allowed by applicable law, and to construct, operate or maintain Cable Service facilities in the Franchise Area. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide non-Cable Services or relieve Grantee of its obligation to comply with any such authorization(s) that may be lawfully required. However, this Franchise shall not be read as a concession by the Grantee that it needs authorization to provide non-Cable Services.

2.2 Use of Rights-of-Way

Within parameters reasonably related to the City's role in protecting the public health, safety and welfare, the City may require that Cable System facilities be installed at a particular time, at a specific place or in a particular manner as a condition of access to a particular Right-of-Way and may deny access if Grantee is not willing to comply with the City's requirements.

2.3 Duration

The term of this Franchise and all rights, privileges, obligations and restrictions pertaining hereto shall be five (5) years from the effective date of this Franchise, unless terminated or extended as hereinafter provided.

2.4 Effective Date

(A) This Franchise and the rights, privileges, and authority granted hereunder and the contractual relationship established hereby shall take effect and be in force from and after the effective date of this Franchise.

(B) The effective date of this Franchise shall commence 10/27, 2006 and run through midnight of 10/26, 2011. At the expiration of the initial term, the City may offer to extend this Franchise for an additional term of five (5) years by giving written notice to the Grantee, provided that there has not been a change in federal or State law which negatively impacts the City's ability to extend this Franchise. This Franchise may be extended for such additional term of five (5) years, subject to the written agreement of both parties.

(C) The grant of this Franchise shall have no effect on the Grantee's duty under the prior franchise to indemnify or insure the City against acts and omissions occurring during the period that the prior franchise was in effect, nor shall it have any effect upon Grantee's liability to pay all franchise fees which were due and owed under the prior franchise.

2.5 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, permits or licenses granted by the City to any Person to use any property for any purpose whatsoever, including the right of the City to use the same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Rights-of-Way for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for cable systems as the City deems appropriate.

2.6 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) agrees that it will not oppose the City's intervening, to the extent that the City is legally entitled to do so; in any legal or regulatory proceeding affecting the Cable System; (3) accepts and agrees to comply with each and every provision of this Franchise; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

2.7 Grant of Other Franchises

In the event the City enters into a franchise with any other Person or entity other than the Grantee to use the Rights-of-Way for the purpose of constructing or operating a cable system or providing Cable Service to any part of the Franchise Area in which the Grantee is providing Cable Service under the terms and conditions of this Franchise, the terms and conditions thereof, taken as a whole, shall be substantially similar and neither more favorable nor less burdensome to such Person than those contained herein in order that one cable provider not be granted an unfair competitive advantage over another.

In furtherance of the foregoing, the City and Grantee recognize and acknowledge that other cable franchises granted by the City might contain provisions and conditions that are different than the provisions and conditions that the Grantee has negotiated and accepted in this Franchise. Nothing in this Franchise shall be construed so as to require identical provisions and conditions in other cable franchises granted by the City.

SECTION 3. FRANCHISE FEES AND FINANCIAL CONTROLS

3.1 Franchise Fees

As compensation for the use of the City's Rights-of-Way, Grantee shall pay as a franchise fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues. Accrual of such franchise fees shall commence as of the effective date of this Franchise.

3.2 Payments

Grantee's franchise fee payments to the City shall be computed quarterly for the preceding quarter. Each payment shall be due and payable no later than thirty (30) days after the end of the preceding

quarter, after which time interest will accrue. The quarters shall end respectively on the last day of March, June, September and December.

3.3 Acceptance of Payment

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Franchise Fee Reports

Each payment shall be accompanied by a written report to the City, verified by an authorized representative of Grantee, containing an accurate statement in summarized form which includes a breakdown by category of Grantee's Gross Revenues and the computation of the payment amount.

3.5 Audits

Upon forty-five (45) days prior written notice, the City shall have the right to conduct an annual independent audit of Grantee's records necessarily related to the enforcement of this Franchise and to recompute any amounts determined to be payable under this Franchise. If Grantee cooperates in making all relevant records available to the City, the City will attempt to complete each audit within six (6) months, and the audit period shall be no greater than the previous three (3) years, unless the City has information relating to previous years beyond the three (3) years which raises doubt as to the accuracy of payments made under this or previous franchises, in which case an additional three (3) years may be audited. Any undisputed amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to the Grantee by the City, which notice shall include a copy of the audit findings. If the audit shows that franchise fees have been underpaid by five percent (5%) or more in any calendar year, Grantee shall pay for the cost of the audit up to fifteen thousand dollars (\$15,000) for the first year of the audit period and seven thousand five hundred dollars (\$7,500) for each year thereafter.

If Grantee disputes all or part of the audit findings, then the parties shall meet in an attempt to resolve the matter. If the parties are unable to resolve the matter, then that matter may be referred to non-binding arbitration by either of the parties. Each party shall bear one-half of the costs and expenses of the arbitration proceedings. The decision of the arbitrator(s) shall be subject to judicial review at the request of either party.

3.6 Financial Records

Grantee agrees to meet with a representative of the City upon request to review Grantee's methodology of record-keeping, financial reporting, the computing of franchise fee obligations and other procedures, the understanding of which the City deems necessary for reviewing reports and records that are relevant to the enforcement of this Franchise.

3.7 Late Payments

In the event any payment due the City is not timely made, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law, from the payment due date until the City receives the payment.

3.8 Underpayments

If a franchise fee underpayment is discovered as the result of an audit, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law, calculated from the date the underpayment was originally due until the date the City receives the payment.

3.9 Maximum Franchise Fees

The parties acknowledge that, at present, applicable federal law limits the City to collecting a franchise fee of five percent (5%) of Gross Revenues in a 12-month period. In the event that at any time throughout the term of this Franchise, the City is authorized to collect an amount in excess of or less than five percent (5%) of Gross Revenues, then this Franchise shall be amended by the parties consistent with such change.

3.10 Additional Commitments Not Franchise Fees

No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay franchise fees. Although the total sum of franchise fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, Grantee agrees that the additional commitments herein are not franchise fees, nor are they to be offset or credited against any franchise fee payments due to the City, nor do they represent an increase in franchise fees to be passed through to Subscribers.

3.11 Alternative Compensation

In the event the obligation of Grantee to compensate the City through franchise fee payments is lawfully suspended or eliminated, in whole or part, then Grantee shall pay to the City such compensation as is required by law.

3.12 Payment on Termination

If this Franchise terminates for any reason, the Grantee shall file with the City within ninety (90) days of the date of the termination, a financial statement, prepared by a certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. Within thirty (30) days of the filing of the statement with the City, Grantee shall pay any unpaid franchise fee amounts as indicated. If the Grantee fails to pay its remaining financial obligations as required in this Franchise, the City may satisfy the same by utilizing the funds through any security provided by the Grantee.

3.13 Tax Liability

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

3.14 Bundling of Cable and Non-Cable Services

In no event will the Grantee unlawfully evade or reduce applicable franchise fee payments required to be made to the City due to discounted bundled services. Customer billing shall be itemized by service(s), and Grantee shall comply with all applicable laws regarding rates for Cable Services and all applicable laws covering issues of cross subsidization.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

The City shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law, including the Cable Act, or to delegate that power and right, or any part thereof, to the extent permitted under law, to any agent in the sole discretion of the City.

The Grantee and the City shall be entitled to all rights and be bound by all changes in local, State and federal law that occur subsequent to the effective date of this Franchise. The Grantee and the City acknowledge that their rights and obligations under this Franchise are explicitly subject to all such changes.

4.2 Rate Regulation

All of Grantee's rates and charges related to or regarding Cable Services shall be subject to regulation by the City to the full extent authorized by applicable federal, State and local laws.

4.3 No Rate Discrimination

All of Grantee rates and charges shall be published (in the form of a publicly-available rate card), and shall be nondiscriminatory for all Persons of similar classes, under similar circumstances and conditions. Nothing herein shall be construed to prohibit:

- (A) The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns;
- (B) The offering of reasonable discounts to similarly situated Persons; or
- (C) The offering of bulk discounts for Multiple Dwelling Units.

4.4 Low Income Discount

The Grantee shall offer a discount to those individuals who are low income (according to applicable federal guidelines) and either permanently disabled or 65 years of age or older and who are the legal owners or tenants of the Dwelling Unit. Such discounts will consist of thirty percent (30%) off of Basic Service or the Basic Service portion of Expanded Basic Service when not discounted by inclusion in other promotional or programming package rates, at which time the promotional or programming package rate will apply. Those subscribers currently receiving any low income discount that differs in terms from the above will continue to receive discounted service on those terms; however, any new applicants will receive a discount based on the terms of this Franchise. Grantee has voluntarily initiated this discount program and will make it available throughout the term of this Franchise.

The City, its designee, or Grantee, at the City's discretion, will be responsible for determining an individual's eligibility under this program.

4.5 Performance Evaluations

- (A) Upon written notification, the City may hold performance evaluation sessions whenever necessary to ensure proper performance of the provisions of this Franchise.

(B) Special evaluation sessions may be held at any time by the City during the term of this Franchise.

(C) All evaluation sessions shall be open to the public.

(D) Topics which may be discussed at any evaluation session include, but are not limited to, Subscriber figures for each classification of service, construction issues, Cable Service rate structures, franchise fee payments, liquidated damages, free or discounted Cable Service, application of new technologies, Cable System performance, Cable Services currently provided and programming offered, future plans of Grantee for new services or programs, Subscriber Complaints, privacy, modifications to this Franchise, judicial and FCC rulings, line extension policies and the City's or Grantee's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(E) During evaluations under this subsection, Grantee shall fully cooperate with the City and shall provide such information and documents as the City may reasonably require to perform the evaluation.

4.6 Leased Access Channel Rates

Grantee shall offer Leased Access Channel capacity on such terms and conditions and rates as may be negotiated with each lessee, subject to the requirements of Section 612 of the Cable Act. Upon request, Grantee shall provide a complete schedule of current rates and charges for any and all Leased Access Channels, or portions of such Channels, provided by Grantee.

4.7 Late Fees

(A) For purposes of this subsection, any assessment, charge, cost, fee or sum, however characterized, that the Grantee imposes upon a Subscriber solely for late payment of a bill is a late fee and shall be applied in accordance with applicable local, State and federal laws.

(B) The Grantee's late fee and disconnection policies and practices shall be nondiscriminatory, and such policies and practices, and any fees imposed pursuant to this subsection, shall apply equally in all parts of the City without regard to the neighborhood or income level of the Subscribers.

4.8 Reserved Authority

The City reserves all of its rights and authority arising from the Cable Act and any other relevant provisions of federal, State or local laws.

4.9 Time Limits Strictly Construed

Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a breach of this Franchise.

SECTION 5. INDEMNIFICATION AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold harmless the City, City Council, and any of the City's officers, officials, boards, commissions, agents and employees acting in an official capacity from any action, claim, damage, loss, liability, cost or expense, including court costs and attorneys' fees and expenses, arising from the death of or injury to any Person, casualty or accident to equipment or property, and all other damages arising out of, or by reason of, any construction, excavation, operation, maintenance, repair, reconstruction, upgrade, rebuild, upkeep or removal of the Cable System, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee, its agents or employees, except for injuries and damages caused by the sole negligence of the City.

(B) Procedures and Defense. The City shall give the Grantee written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this subsection 5.1. If a claim or action arises, the City or any other indemnified party shall then tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. The City may participate in the defense of a claim and, in any event, Grantee may not agree to any settlement of claims financially affecting the City without the City's prior written approval which shall not be unreasonably withheld.

(C) Grantee's Duties. The fact that Grantee carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Grantee's duties of defense and indemnification under this subsection 5.1.

(D) Other Counsel. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall select additional counsel with no conflict with the City.

5.2 Insurance Requirements

(A) General Requirement. Grantee must have adequate insurance during the entire term of this Franchise to protect the City against claims for death or injuries to Persons or damages to property or equipment which in any way relate to, arise from or are connected with this Franchise, or involve Grantee, its agents, representatives, contractors, subcontractors and their employees.

(B) Minimum Insurance Limits. The Grantee shall maintain the following insurance limits:

- (1) Commercial General Liability: \$2,000,000 per occurrence, \$2,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
- (2) Automobile Liability: \$2,000,000 combined single limit.
- (3) Workers Compensation Insurance limits in accordance with State law requirements.
- (4) Excess or Umbrella Liability: \$5,000,000 each occurrence and \$5,000,000 policy limit.

(C) Endorsements.

(1) Commercial General Liability insurance policies are to contain, or be endorsed to contain, the following:

(a) The Grantee's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Grantee's insurance and shall not contribute to it.

(b) The Grantee's insurance shall name the City as an additional insured.

(2) The insurance provided herein shall not be canceled or the limits reduced so as to be out of compliance with the requirements of this subsection 5.2 without thirty (30) days written notice, certified mail, return receipt requested, first being given to the City. If the insurance is canceled or reduced in coverage, Grantee shall provide a replacement policy.

(D) Acceptability of Insurers. The insurance obtained by Grantee shall be placed with insurers with a Best's rating of no less than "A VII".

(E) Verification of Coverage. The Grantee shall furnish the City with signed certificates of insurance and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the Automobile Liability, Commercial General Liability and Umbrella or Excess insurance of the Grantee upon acceptance of this Franchise. The certificate for each insurance policy is to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificate for each insurance policy must be on standard forms or on such forms as are consistent with standard industry practices. The Grantee hereby warrants that its insurance policies satisfy the requirements of this Franchise.

(F) No Limitation. Grantee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Grantee or limit the liability of Grantee to the coverage provided in the insurance policies, or otherwise limit the City's recourse to any other remedy available at law or in equity.

5.3 Letter of Credit

(A) If there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, then Grantee shall, upon written request, establish and provide to the City, as security for the faithful performance by Grantee of all of the provisions of this Franchise, an irrevocable letter of credit from a local financial institution satisfactory to the City in the amount of fifteen thousand dollars (\$15,000).

(B) If a letter of credit is furnished pursuant to subsection (A), the letter of credit shall then be maintained at that same amount throughout the remaining term of this Franchise.

(C) After the giving of notice to Grantee and expiration of any applicable cure period, the letter of credit may be drawn upon by the City for purposes including, but not limited to, the following:

(1) Failure of Grantee to pay the City sums due under the terms of this Franchise;

(2) Reimbursement of costs and expenses borne by the City to correct Franchise violations not corrected by Grantee; and

(3) Monetary remedies or damages assessed against Grantee as provided in this Franchise.

(D) Within ten (10) days following notice that a withdrawal from the letter of credit has occurred, Grantee shall restore the letter of credit to the full amount required by subsection (A). Grantee's maintenance of the letter of credit shall not be construed to excuse unfaithful performance by Grantee or limit the liability of Grantee to the amount of the letter of credit or otherwise limit the City's recourse to any other remedy available at law or in equity.

(E) Grantee shall first appeal to the City Council for reimbursement in the event Grantee believes that the letter of credit was drawn upon improperly. Thereafter, Grantee shall have the right of judicial appeal if Grantee believes the letter of credit has not been properly drawn upon in accordance with this Franchise.

5.4 Bonds

(A) Grantee shall provide to the City a faithful performance bond in the initial amount of fifty thousand dollars (\$50,000) and obtain additional bonds on a project specific basis as required by the Municipal Code or regulations.

(B) Grantee's maintenance of the bond(s) shall not be construed to excuse unfaithful performance by Grantee, or limit the liability of Grantee to the amount of the bond(s), or otherwise limit the City's recourse to any other remedy available at law or in equity.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

City and Grantee recognize the importance of customer service in the grant of this Franchise. Grantee shall comply with customer service standards as the same may be adopted and amended from time to time by the City Council. Grantee reserves the right to challenge any customer service standard that it believes is inconsistent with its contractual rights granted pursuant to this Franchise or State or federal law. Grantee and the City shall work cooperatively in an effort to develop those standards.

6.2 Subscriber Privacy

Grantee will comply with privacy rights of Subscribers in accordance with federal, State and local laws.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

The City shall have access to, and the right to inspect, any books and records of Grantee and its Affiliates which are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise at the Grantee's regional business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. The City may, in writing, request copies of any such records or books that are not identified as proprietary or confidential, and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One copy of all reports and records required under this or any other Section shall be furnished to the City at the sole expense of Grantee. If the requested books and records are too voluminous, or identified as proprietary and confidential, or for security reasons cannot be copied or removed, then the City shall inspect them at Grantee's regional office. If any books or records of Grantee are not kept in a regional office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel expenses incurred in making such examination shall be paid by Grantee.

7.2 Confidentiality

Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any Affiliate of Grantee that is not providing Cable Service in the Franchise Area. The City agrees to keep confidential any proprietary or confidential books or records of Grantee to the extent permitted by law. Grantee shall be responsible for clearly and conspicuously identifying the records as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential or proprietary and how it may be treated as such under State or federal law. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or State privacy law. For purposes of this subsection, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. If the City receives a demand from any Person for disclosure of any information designated by Grantee as confidential, the City shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the Person demanding access to such information within five (5) business days.

7.3 Maps and Records Required

Grantee shall provide to the City upon request:

(A) A route map that depicts the general location of the Cable System facilities placed in the Rights-of-Way. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and service lines to individual Subscribers. The Grantee shall also provide, if requested, an electronic format of the aerial/underground facilities in relation to the Right-of-Way centerline reference to allow the City to add this information to the City's GIS program;

(B) A copy of all FCC filings which relate to the operation of the Cable System in the Franchise Area; and

(C) A list of Grantee's Cable Services, rates and Channel line-up.

7.4 Submittal of Documents

Upon written request, Grantee shall submit to the City a copy of any application, notification, communication or document of any kind, submitted by Grantee or its Affiliates to any federal, State or local courts, regulatory agencies and other governmental bodies if such document directly relates to the operations of Grantee's Cable System within the Franchise Area. Grantee shall submit such documents to the City no later than forty-five (45) days after receipt of the City's request. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

7.5 Annual Reports

Upon request, thirty (30) days after the end of the first quarter, Grantee shall submit to the City a written report, which shall include the following information:

(A) The most recently completed annual corporate report;

(B) A Gross Revenue statement for the preceding fiscal year and all deductions and computations for the period, and such statement shall be reviewed by a certified public accountant, who may also be the chief financial officer or controller of Grantee;

(C) A summary of the previous year's activities regarding the development of the Cable System, including, but not limited to, homes passed, beginning and ending plant miles, any technological changes occurring in the Cable System and the number of Subscribers for each class of Cable Service (i.e., Basic, Expanded Basic Service, premium, etc.);

(D) A description of planned construction, if any, for the current year; and

(E) An executive summary of Subscriber Complaints received in the previous year.

7.6 False Statements

Any intentional false or misleading statement or representation in any report required by this Franchise shall be a material breach of this Franchise and may subject Grantee to all remedies, legal or equitable, which are available to the City under this Franchise or otherwise.

7.7 Failure to Report

The failure or neglect of Grantee to file any of the information required under this Franchise (not including clerical errors or errors made in good faith) may, at the City's option, be deemed a breach of this Franchise.

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

Grantee shall provide at least the following initial broad categories of programming to the extent such categories are reasonably available:

(A) News, weather and information;

- (B) Sports;
- (C) General entertainment including movies;
- (D) Children, family oriented;
- (E) Arts, culture and performing arts; and
- (F) Science/documentary.

8.2 Deletion of Broad Programming Categories

Grantee shall not delete or so limit as to effectively delete any broad category of programming within its control without prior written notice to the City.

8.3 Ascertainment of Customer Satisfaction

In the event Grantee conducts an ascertainment survey related to Franchise renewal under the guidelines of Section 626 of the Cable Act, Grantee agrees to provide, upon request, the results of said ascertainment survey to the City within thirty (30) days of the completion thereof.

8.4 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, trap or filter to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Grantee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter. Such devices, traps or filters will be provided at no charge to the Subscriber, unless otherwise provided by federal law.

SECTION 9. ACCESS

9.1 Access Channels

For the purpose of meeting the community's need for Access programming, Grantee shall make available and maintain throughout the term of this Franchise the following Access Channels throughout the Franchise Area:

one (1) Government Access Channel; and

one (1) Public Access Channel which may carry either local or regional programming and recognizing that the Grantee does not exercise any editorial control over the programming content of this Channel.

The City acknowledges that the Grantee's Cable System provides additional benefits to Access programming needs beyond the requirements listed above. This is accomplished through the inclusion of other regional access programming within the regional channel line-up that services the Franchise Area. The Grantee will endeavor to provide the Subscribers in the Franchise Area with the other regional access channels so long as the programmers offer them for use on the Cable System.

If Grantee makes a change in its Cable System and related equipment and facilities, or in its signal delivery technology, which directly or indirectly affects the signal quality or method or type of transmission of Access programming or services, Grantee shall take all necessary technical steps and provide necessary technical assistance, including the acquisition of all necessary equipment, up to the point of demarcation to ensure that the capabilities of the Access Channels and delivery of Access programming are not diminished or adversely affected by such change. For example, live and taped programming must be cablecast with as good or better signal quality than existed prior to such change.

In the event that the local School District can make available an adequate amount of educational programming, then the Grantee will use its best efforts to cablecast that programming on the regional educational access channel.

9.2 Additional Access Channel

In addition to the Access Channels referenced in subsection 9.1 above, the City may require Grantee to make available an additional Access Channel as established by the triggers set forth below:

One (1) additional channel shall be made available for Government Access use when the Government Access Channel required above is used for original programming (excluding character generated and filler programming, e.g., AM/FM radio programming) during fifty percent (50%) of the hours between 10:00 a.m. and 10:00 p.m., five (5) days per week during any consecutive twelve (12) week period. The programming shall generally be distinct and non-repetitive of the previous channel. Based upon this criteria, the Grantee shall, within four (4) months following a written request by the City, make available an additional Access Channel.

9.3 Management, Control and Connectivity of Access Channels

(A) The City may authorize Designated Access Providers to control, operate and manage the use of any and all Access facilities provided by Grantee under this Franchise, including, without limitation, the operation of Access Channels. The City or its designee may formulate rules for the operation of the Access Channels, consistent with this Franchise:

(B) Regarding the City's and Designated Access Providers use of Access facilities and Access Channels, Grantee shall fully cooperate with requests from the City, and provide all necessary assistance related thereto.

(C) As of the effective date of this Franchise, the Grantee shall maintain all existing fiber optic return line(s) to facilitate the City's current Access connectivity to Grantee's Headend and hubs. If the City desires to relocate or expand the fiber optic return line(s) to new location(s) over the term of this Franchise, upon one hundred twenty (120) days written request by the City and at the City's cost for Grantee's reasonable time and materials, the Grantee shall construct the requested new fiber optic return line(s).

9.4 Location and Quality of Access Channels

(A) All Access Channels provided to Subscribers under this Franchise shall be included by Grantee as a part of the Basic Service Tier or as otherwise provided by federal law.

(B) Grantee shall provide as much notice as possible but not less than sixty (60) days advance written notice to the City prior to any relocation of a Government or Public Access Channel. In connection with the movement of those Access Channels to other Channel numbers, Grantee shall provide a bill message on subscriber's bills.

(C) Any Access Channels shall have at least the same transmission quality as is used to carry any of the commercial Channels that deliver programming on the Cable System. The Grantee shall provide Headend and hub equipment and routine maintenance and repair and replace, if necessary, any of Grantee's equipment required to carry the Access signal to and from the City's and any other Access origination point and the Grantee's Headend and hubs for the Access Channels.

9.5 Access Interconnections

Grantee acknowledges that it is the City's goal to further the community's needs and interests by providing for the interconnection of Access Channels between the City and surrounding communities. Therefore, Grantee will implement Access Channel interconnections, at the cost of the City (such cost to be agreed upon by both parties prior to beginning of construction) which facilitate the sharing of Access programming between and among the City and surrounding (geographically adjacent, but not necessarily contiguous) communities that are served by the Grantee's same Headend or hub. The City shall have the right to use any Access programming provided to it through an interconnection and approved for use by the interconnecting municipality. The Grantee shall not be required by the City to interconnect the Access Channels carried on Grantee's Cable System with those carried on a system of another cable operator with a franchise granted by the City within the Franchise Area.

Additionally, the Grantee shall not be required, by the City, to interconnect its Access Channels with a newly authorized cable operator or a facilities based entity, legally authorized by State or federal law, who makes available for purchase by customers, Cable Services within the Franchise Area without a franchise or other similar lawful authorization granted by the City.

9.6 Access Advances

Within forty-five (45) days of the City's request, Grantee shall pay to the City a capital advance in the amount of \$66,600 and another capital advance in the amount of \$66,600 two and one-half years after the effective date of this Franchise. These are advance payments of the monthly Capital Contributions set forth in subsection 9.7. These funds may be used by the City for capital expenditures related to Access/I-Net matters including, without limitation, for equipment purchases, construction and relocation costs. These advances shall in no way be considered in lieu of franchise fees and shall not reduce in any way franchise fees owed to the City under this Franchise.

9.7 Monthly Capital Contribution

Grantee shall provide a monthly Capital Contribution to the City for Access/I-Net purposes including, without limitation, for equipment purchases, construction and relocation costs. As of the acceptance date of this Franchise by the Grantee, the Grantee shall collect an amount of \$0.25 per Subscriber per month throughout the term of this Franchise to recoup the access advance payments set forth in subsection 9.6. In the case of the access advance payments, if the Grantee recoups the

full payment amount prior to the two and one-half year payment date or the expiration date of the Franchise, the Grantee shall continue to collect the \$0.25 per Subscriber per month Capital Contribution and remit it to the City on a quarterly basis at the same time as franchise fees are paid. Upon forty-five (45) days written notice, the monthly amount may be adjusted, upon approval by the City Council, but in no event shall the monthly amount exceed \$0.25. Grantee shall not be responsible for paying the Capital Contribution with respect to gratis or Bad Debt accounts. The City shall have discretion to allocate the Capital Contribution in accordance with applicable law. To the extent the City makes Access/I-Net capital investments using City funds prior to receiving the capital advances or monthly Capital Contribution funds, the City is entitled to apply the subsequent capital advances and monthly Capital Contribution payments from Grantee toward such City capital investments. The City agrees that the capital advances in subsection 9.6 and Capital Contribution may be treated as external costs under applicable federal law. On an annual basis, the City or its designee shall provide Grantee a statement showing the Capital Contribution account balance, the amount expended including a detailed list of purchases, and the interest earned.

The City shall dedicate the time, personnel and other resources needed to operate the Government Access Channel designated herein.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to the other provisions of this Franchise, Grantee may perform all construction in the Rights-of-Way for any facility needed for the maintenance, operation or extension of Grantee's Cable System.

10.2 Right-of-Way Meetings

Subject to receiving advance notice, Grantee will make reasonable efforts to attend and participate in meetings of the City regarding Right-of-Way issues that may impact the Cable System.

10.3 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All equipment shall be durable and installed and maintained in accordance with good engineering practices and comply with applicable law.

10.4 Joint Trenching

Grantee agrees to cooperate with others to minimize adverse impacts on the Rights-of-Way through joint trenching and other arrangements.

10.5 Movement of Facilities During Emergencies

During emergencies, except those involving imminent danger to the public health, safety or welfare, the City shall provide notice to Grantee, at a designated emergency response contact number, to allow Grantee the opportunity to respond and rectify the problem without disrupting Cable Service. If after providing notice, there is no immediate response, the City may move Grantee's facilities.

10.6 One Call

The Grantee shall, at its own expense, participate in the call before you dig program required under State Law.

10.7 Permits Required

Prior to doing any work in the Right-of-Way or other public property (with the exception of installations and general maintenance that involves no construction and with no disruption to the use of the Right-of-Way or other public property), Grantee shall apply for, and obtain, in advance, appropriate permits from the City. As part of the permitting process, the City may impose such conditions and regulations as are necessary for protecting any structures in such Rights-of-Way, and for providing for the proper restoration of such Rights-of-Way and to protect the public and the continuity of pedestrian or vehicular traffic. Grantee shall pay all generally applicable fees for the requisite City permits.

10.8 Emergency Permits

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.9 Submittal of Plans

No construction activities shall occur within the Rights-of-Way of the City unless plans therefor shall have been first submitted to the City.

10.10 Compliance with Applicable Codes

(A) City Codes. Grantee shall comply with all applicable City codes, including, without limitation, construction codes, building codes, the Fire Code and zoning codes and regulations.

(B) Regulations and Safety Codes. Grantee shall comply with all applicable federal, State and City safety requirements, rules, regulations, laws and practices. By way of illustration and not limitation, Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) Standards.

10.11 Least Interference

Work in the Right-of-Way, or on other public property, shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. Grantee's Cable System shall be constructed and maintained in such a manner as not to interfere with sewers, water pipes or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in the Rights-of-Way by, or under, the City's authority. The Grantee's Cable System shall be located, erected and maintained so as not to endanger or interfere with the lives of Persons, or to interfere with new improvements the City may deem proper to make or to unnecessarily hinder or obstruct the free use of the Rights-of-Way or other public property, and shall not interfere with travel and use of public places by Persons during the construction, repair, operation or removal thereof. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.12 Prevent Injury/Safety

Grantee shall provide and use any equipment and facilities necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any Person. Grantee shall repair, change and improve its facilities to keep them in good repair, and safe and presentable

condition. All excavations made by Grantee in the Rights-of-Way shall be properly safeguarded for the prevention of accidents.

10.13 Notice to Private Property Owners

Except in the case of an emergency involving public safety, Grantee shall give reasonable advance notice to private property owners or tenants of construction work on or adjacent to such private property.

10.14 Poles & Undergrounding Requirements

(A) If all of the wires and lines of electric and telephone service providers in any given area within the Franchise Area are now or in the future placed underground, the Grantee shall place its Cable System distribution cables underground. In any part of the Franchise Area where the wires and lines of the electric and telephone service providers are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its distribution cables, or any part thereof, aerially or underground. In areas where the electric and telephone service providers wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation. Nothing in this subsection shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as power supplies, or pedestals. Cable System equipment such as pedestals may be accompanied by landscaping and screening which, if required by the City, will meet with the approval of the City on a case by case basis. Grantee shall not erect or authorize or allow others to erect any poles within the Rights-of-Way of the City for operation of its Cable System.

(B) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on poles or equipment of the City or of any other Person.

(C) The Grantee and the City recognize that situations may occur in the future where the City may desire to place its own conduit and fiber optic cable in trenches or bores opened by the Grantee. The Grantee agrees to cooperate with the City in any such construction that involves trenching or boring. The Grantee shall allow the City to lay City conduit and fiber optic cable in the Grantee's trenches and bores, provided that the City and Grantee enter into a mutually acceptable cost sharing arrangement consistent with State law. The City shall be responsible for maintaining its respective conduit and fiber optic cable, which is buried in the Grantee's trenches and bores.

10.15 Restoration of Property

(A) If damage occurs, the Grantee shall promptly notify the property owner within twenty-four (24) hours.

(B) If in connection with the construction, operation, maintenance, upgrade, repair or replacement of the Cable System, the Grantee disturbs, alters, or damages any public or private property, the Grantee agrees that it shall at its own cost and expense pay for any damage and replace and restore any such property to a condition reasonably comparable to the condition existing immediately prior to the disturbance. Whenever Grantee disturbs or damages any Right-of-Way or other public property, Grantee shall complete the restoration work within forty-eight (48) hours or as authorized by the City's Public Works Director or designee.

(C) Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property for one (1) year, unless a longer period is required by the Municipal Code or any generally applicable ordinance or resolution of the City. If restoration is not satisfactorily and timely performed by the Grantee, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the City.

10.16 Movement of Cable System Facilities

(A) Relocation at Request of the City. Upon thirty (30) days prior written notice to Grantee, the City shall have the right to require Grantee to relocate any part of the Cable System within the Rights-of-Way when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Grantee. Should Grantee fail to remove or relocate any such facilities by the date established by the City, the City may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. If the City requires Grantee to relocate its facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Right-of-Way. If public funds are available to any Person using such Rights-of-Way for the purpose of defraying the cost of any of the foregoing, the Grantee may make application for such funds.

(B) In the case of relocation projects where the City hires and designates an independent contractor to accommodate and coordinate the conversion of overhead utilities within a City capital improvement project, then the Grantee shall participate in the joint trenching portion of the project and Grantee shall pay to the City Grantee's portion of the traffic control and trench costs, including excavation and other associated costs, trench bedding, and backfill commensurate with Grantee's proportionate share of trench usage. However, notwithstanding anything to the contrary set forth herein, if bids from the City's contractor for placement of Grantee's conduits and vaults/pedestals in the supplied joint trench, in the reasonable estimation of the Grantee, are not acceptable, the Grantee shall have the option to utilize contractor(s) of its choice to complete the required work. The City's contractor shall coordinate with the Grantee's contractor(s) to provide reasonable notice and time to complete the placement of the Grantee's facilities in the supplied joint trench.

(C) Nothing in this Franchise shall prevent the City from constructing any public work or capital improvement. Further, the City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's facilities and equipment located in the Rights-of-Way or on any other property of the City in the event of an emergency or when necessary to protect or further the health, safety or welfare of the general public, and such work shall be performed at Grantee's expense. Except during an emergency, the City shall provide reasonable notice to Grantee, not to be less than thirty (30) days, and allow Grantee the opportunity to perform such action. In the event of any capital improvement project exceeding \$500,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least sixty (60) days written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City.

(D) If the Grantee fails to complete the above work within the time prescribed by the City, given the nature and extent of the work, or if it is not done to the City's reasonable satisfaction, the City may cause such work to be done and bill the reasonable cost of the work to the Grantee, including all reasonable costs and expenses incurred by the City due to Grantee's delay. In such event, the City shall not be liable for any damage to any portion of Grantee's Cable System. Within thirty (30) days of receipt of an itemized list of those costs, the Grantee shall pay the City.

10.17 Movement of Cable System Facilities for Others

(A) If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder(s), Grantee shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible entity, as long as, the other franchise holder(s) pay for the Grantee's time and material costs associated with the project and Grantee is issued a permit for such work by the City.

(B) The Grantee shall, upon reasonable prior written request of any Subscriber, relocate its aerial distribution cable facilities underground, as long as, the Subscriber pays for the Grantee's time and material costs associated with the project and Grantee is issued a permit for such work by the City.

(C) In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new land use development, not associated with a City designated capital improvement project, this Franchise shall in no way limit the Grantee's right to recoup all time and material costs associated with the underground conversion of the Cable System from the Person responsible for the project.

10.18 Temporary Changes for Other Permittees

At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder.

10.19 Reservation of City Use of Right-of-Way

Nothing in this Franchise shall prevent the City from constructing sewers; grading, paving, repairing or altering any Right-of-Way; laying down, repairing or removing water mains; or installing conduit or fiber optic cable.

10.20 Tree Trimming

The Grantee shall have the authority to conduct minimal pruning and trimming for access to Cable System facilities in the Rights-of-Way subject to compliance with the City Code. In situations involving tree trimming activities for construction activities on its Cable System lines in the Rights-of-Way, the Grantee shall coordinate the trimming with the City per the City Code. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

10.21 Inspection of Construction and Facilities

The City may inspect any of Grantee's facilities, equipment or construction within the Rights-of-Way and on other public property upon at least twenty-four (24) hours notice, or, in case of an emergency, upon demand without prior notice. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may order Grantee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes. The City has the right to inspect, repair and correct the unsafe condition if Grantee fails to do so, and to reasonably charge Grantee therefor.

10.22 Stop Work

(A) On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as reasonably determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City.

(B) The stop work order shall:

- (1) Be in writing;
- (2) Be given to the Person doing the work and be posted on the work site;
- (3) Be sent to Grantee by overnight delivery at the address given herein;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

10.23 Work of Contractors and Subcontractors

Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's and State's regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Franchise and other applicable laws, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise and other applicable laws governing the work performed by them.

SECTION 11. CABLE SYSTEM ARCHITECTURE/TECHNICAL STANDARDS

11.1 Subscriber Network

(A) Prior to the effective date of this Franchise, Grantee has upgraded its Cable System to a fiber-to-the-node Cable System architecture. Fiber-optic cable was deployed from the Headend to the nodes and tying into a hybrid fiber-coaxial Cable System. Active and passive devices are capable of passing a minimum of 750 MHz. The Cable System is capable of delivering high quality signals that meet or exceed FCC technical quality standards regardless of how the signal is transmitted. The Grantee shall, throughout the term of this Franchise provide additional Cable

System facilities and equipment, expand Cable System channel capacity and otherwise upgrade or rebuild its Cable System as required to incorporate improvements in technology as necessary to reasonably meet the needs of the community in light of the costs thereof.

Regional Cable Services provided by Grantee from a common Headend or hub shall be deployed and made available in the City as soon as practicable and economically and technically feasible.

(B) Grantee will take prompt corrective action if it finds that any facilities or equipment on the Cable System are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this Franchise or applicable law.

11.2 Standby Power

Grantee shall provide standby power generating capacity at the Headend and hubs of at least twenty-four (24) hours. Grantee shall maintain strategically located standby power supplies throughout the Cable System, rated for at least four (4) hours duration.

11.3 Emergency Alert

The Grantee shall provide an operating Emergency Alert System in accordance with and at the time required by the provisions of State and federal laws, including FCC regulations.

11.4 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by applicable law to enforce compliance with these technical standards.

11.5 Cable System Performance Testing

(A) Grantee shall perform all technical tests presently or hereafter required by the FCC.

(B) Upon request, all required FCC technical performance tests may be witnessed by representatives of the City.

(C) Grantee shall maintain written records of its Cable System tests performed by or for Grantee. Copies of such test results will be provided to the City upon request.

(D) Grantee shall promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Grantee's failure to correct deficiencies identified through this testing process shall be a material violation of this Franchise. Sites shall be re-tested following correction.

11.6 Additional Tests

In addition to the above, where there exists other evidence which in the judgment of the City casts doubt upon the reliability or technical quality of the Cable System, after giving Grantee notice and a reasonable opportunity to cure, the City may retain an independent consultant to conduct an analysis of the Cable System and its performance. In conjunction with the foregoing, the City shall have the right and authority, upon thirty (30) days notice, to require Grantee to conduct additional

tests regarding the performance of the Cable System. Grantee shall fully cooperate with the City and the City's consultant in performing such testing. Following testing, the consultant's report shall include the following information:

- (A) the nature of the evidence which precipitated the special tests;
- (B) the Cable System component tested;
- (C) the equipment used and procedures employed in testing;
- (D) the results of the testing and Cable System evaluation, including a description of any problem(s) found;
- (E) the method, if any, in which such problem was resolved; and
- (F) any other information pertinent to said tests and analysis, which may be required.

If the test(s) indicate that the Cable System is not performing in compliance with FCC technical standards, the Grantee shall reimburse the City for all of the City's reasonable costs (including, without limitation, consultant's fees and expenses) with regard to such test(s).

SECTION 12. INSTITUTIONAL NETWORK

12.1 I-Net History

The Grantee has provided a fiber optic system, attached to the Grantee's Cable System connected to a hub at City Hall, and connected to each public building and school building listed in the attached Exhibits B and C. Each of these fiber optic lines is at least six-strand fiber and meets the minimum specifications established by industry standards and by the FCC and state and local government.

Fiber has been constructed and terminated in accordance with Grantee's standard practices. Each fiber connection has been terminated at an internal point of demarcation in a Grantee standard fiber termination panel, unless the City provided another means of termination, in which case the City has provided, at its expense, all necessary fiber termination equipment. At each fiber termination location the City has provided wall mount backboards and a power source for the basic termination, or such equipment as chosen by the City as a replacement. The City and other Qualified I-Net Users have an indefatigable, exclusive right of use thereof for non-commercial private network communications (for example, for educational and public safety communications), which right cannot be revoked by the Grantee, or successor companies, assigns or other entities, if any, throughout the term of this Franchise or any renewal(s), extension(s) or transfer(s) thereof so long as the City has met its financial obligations to Grantee.

12.2 I-Net Maintenance, Relocation, and Future Construction

The City and Grantee will follow the terms and conditions addressed in this Franchise and Exhibit A for the ongoing I-Net maintenance, relocation, and future construction activities.

12.3 Qualified I-Net Users

The I-Net will be for the use of the City and any Qualified I-Net User, which shall include: the City, schools, police stations, fire stations and other public safety facilities, the library, other municipal facilities, and other public entities or locations that Grantee and the City agree may use the I-Net provided that they are located within the Franchise Area.

12.4 Testing

Upon request from the City and at its cost, I-Net optical fibers will be re-tested in accordance with industry standards. Tests will be conducted from demarcation point to demarcation point which is typically from the City Hall to the I-Net site. Industry standards for loss and attenuation will determine the acceptable loss of a given link. A copy of the documentation and test results shall be provided in an electronic format that may be viewed or printed with standard office applications or software provided by Grantee.

The City or its designee shall have the option of attending any City requested test conducted by Grantee and also have the option of conducting a physical inspection of the construction taking place in the Right-of-Way or on other City property or other property used by the City, provided that this inspection should not include touching, moving or manipulating the fiber, and provided further that this inspection is conducted prior to the date of Grantee's planned testing. If the test results or physical inspection do not/does not indicate compliance with industry standards, Grantee shall perform repairs and retesting and take any other action necessary until the fiber meets such standards. After meeting such standards, Grantee shall provide documents showing proof of compliance.

12.5 Warranties/Acceptance

The acceptance of any component of the I-Net, or reimbursement therefore, shall not waive any defect in the work or constitute acceptance of workmanship or materials not in compliance with the applicable design and specification requirements. Grantee shall provide in its contracts for warranties of the workmanship and materials which are satisfactory to the City and will provide for the enforcement of such warranties and for the correction of workmanship or materials which is not provided in accordance with applicable design and specification requirements or which is otherwise defective.

12.6 Payment

The City may use the capital advances and Capital Contributions specified in subsections 9.6 and 9.7 of this Franchise for payment of the I-Net costs.

12.7 I-Net Service Standards.

Grantee shall be responsible for meeting the I-Net service and maintenance standards described in this Franchise and Exhibit A. Grantee shall maintain the I-Net fiber plant at a high level of reliability.

(A) The I-Net shall be experiencing an "outage" when the City or another Qualified I-Net User cannot, because of a problem resulting from the failure of any Grantee-provided fiber optic cable or an associated component, transmit video, voice or data communications to, from or on the I-Net.

(B) "Outage" conditions shall not include (i) service problems resulting from City-owned or Qualified I-Net User owned or installed equipment or facilities or (ii) *force majeure*.

12.8 No Other I-Net Costs

The parties agree that there shall be no charges for the I-Net provided by Grantee, other than those types of charges specified in Exhibit A. The parties also agree that any costs to the Grantee associated with the I-Net are not franchise fees.

SECTION 13. SERVICE EXTENSION AND SERVICE TO PUBLIC BUILDINGS

13.1 Service Availability

(A) Subject to the density provisions described in subsection 13.1(B) below and accessibility, Cable Service shall be made available in the entire Franchise Area. If such availability does not now exist in the Franchise Area, the Grantee shall complete such construction and wiring and be in a position to offer Cable Service to all residents within six (6) months of such availability. Other areas subsequently annexed shall be provided with Cable Service within twelve (12) months.

(B) Distribution Line Extension Charges. The Grantee must make Cable Service available to every residential Dwelling Unit within the Franchise Area where the minimum density is at least twenty-five (25) Dwelling Units per strand mile in areas served by overhead facilities and sixty (60) Dwelling Units per mile in areas served by underground facilities. The Grantee may elect to provide Cable Service to areas not meeting the above density standard and charge the requesting resident(s) for the line extension on a time and material cost basis.

(C) New Developments. The City shall use its best efforts to provide the Grantee with written notice of the issuance of formal approvals for new subdivisions and/or planned developments, within the Franchise Area, requiring underground installation and/or the conversion of the Cable System as part of the approval condition(s).

(D) Extraordinary Installation Charges. All residents requesting Cable Service and living within one hundred twenty-five (125) aerial feet of existing cable distribution or trunk lines shall have the cable installed at the prevailing published installation rate. In the event a request is made for service and the residence is more than one hundred twenty-five (125) aerial feet from an existing cable distribution or trunk line, such installation shall be completed on a time and material cost basis for that portion of the service line extending beyond one-hundred twenty-five (125) feet.

(E) Service to Multiple Dwelling Units. The Grantee shall provide Cable Service to Multiple Dwelling Units in accordance with this Franchise and applicable laws.

13.2 Connection of City and Other Public Facilities

Grantee shall, upon request through the designated City representative and without charge, provide a standard installation and a minimum of one outlet of Basic and Expanded Basic Cable Services (and if necessary one (1) converter) to City administrative buildings as designated by the City (whether they are owned or leased), and fire station(s), police station(s), libraries, Access facilities and K-12 public School(s). If the installation to such building does exceed one hundred twenty-five (125) aerial feet, the City or other agency agrees to pay the incremental cost of such installation in

excess of one hundred twenty-five (125) aerial feet or a necessary distribution line extension of the Cable System, including the cost of such excess labor and materials. The recipient of the service will secure any necessary right of entry. The Cable Service will not be used for commercial purposes, and the outlets will not be located in jail cells or areas open to the public, except for one outlet to be located in a public lobby in City Hall that will be used by the public for viewing City Council meeting broadcasts. The City will take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, loss or damage to the Cable System. If additional outlets of Cable Service are needed in such buildings, only the Grantee is authorized to complete the Cable Service expansion to support the outlet installation(s) and the building occupant will pay the standard installation fees. No other Cable Service fees shall be owed in connection with additional outlets.

SECTION 14. FRANCHISE VIOLATIONS

14.1 Non-Material Franchise Violations

(A) If the City believes that Grantee has failed to perform any non-material obligation under this Franchise, the City shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

(1) respond to the City, contesting the City's assertion that a default has occurred, and request a meeting in accordance with subsection (B), below; or

(2) cure the default; or

(3) notify the City that Grantee cannot cure the default within thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged default within the cure period stated above, or denies the default and requests a meeting in accordance with subsection (A)(1), or the City orders a meeting in accordance with subsection (A)(3), the City shall set a meeting to investigate said issues and the existence of the alleged default. The City shall notify Grantee of the meeting in writing and such meeting shall take place no less than fifteen (15) business days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, Grantee and the City may agree on a plan and schedule to cure the default. Absent such agreement, the City shall order Grantee to correct or remedy the default or breach within thirty (30) days or within such other reasonable timeframe, beyond thirty (30) days as the City shall determine. In the event Grantee does not cure the default within such time to the City's reasonable satisfaction, the City may:

(1) Recommend the revocation of this Franchise pursuant to the procedures in subsection 14.2; or

(2) Pursue any other legal or equitable remedy available under this Franchise or applicable law.

(D) The determination as to whether a non-material violation of this Franchise has occurred shall be within the discretion of the City. Any such determination by the City must be in writing and must be based upon findings that include Grantee's submissions, provided that any such determination may be subject to appeal to the City Council or review by a court of competent jurisdiction under applicable law.

14.2 Material Franchise Violations

(A) The City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in any of the following circumstances:

(1) If Grantee fails to perform any material obligation under this Franchise;

(2) If Grantee willfully fails for more than three (3) days to provide continuous and uninterrupted Cable Service;

(3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or Subscribers;

(4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors; or

(5) If Grantee fails to provide the insurance or other security required by this Franchise.

(B) Prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the City has not received a timely and satisfactory response from Grantee, it may then seek a termination of the Franchise in accordance with this subsection.

(C) The City Council shall conduct a public hearing to determine if revocation of the Franchise is warranted.

(1) At least thirty (30) days prior to the public hearing, the City Clerk shall issue a public hearing notice that shall establish the issue(s) to be addressed in the public hearing; provide the time, date and location of the hearing; provide that the City Council shall hear any Persons interested therein; and provide that the Grantee shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence, to be represented by counsel and to question witnesses.

(2) A verbatim transcript shall be made by a court reporter of such proceeding and the cost shall be paid by the Grantee.

(3) Within thirty (30) days after the close of the hearing, the City Council shall issue a written decision regarding the revocation and termination of the Franchise.

(D) Grantee shall be bound by the City Council's decision to revoke the Franchise unless an appeal to a court of competent jurisdiction is filed within thirty (30) days of the date of the City Council's decision.

(F) Grantee and the City shall be entitled to such relief as the court may deem appropriate.

14.3 Termination

(A) If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

(1) Require Grantee to maintain and operate its Cable System on a month-to-month basis until a new cable operator is selected; or

(2) Purchase Grantee's Cable System in accordance with federal law.

(B) The City may order the removal of the above-ground Cable System facilities and such underground facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all Rights-of-Way, public places and private property in as good a condition as that prevailing prior to Grantee's removal of its equipment and without affecting electrical or telephone wires or attachments. The indemnification, insurance provisions and letter of credit, if any, shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefor.

(C) If Grantee fails to complete any removal required by subsection 14.3 (B) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs and expenses incurred within thirty (30) days after receipt of an itemized list of the costs and expenses, or the City may recover the costs and expenses through the Grantee's security instruments if Grantee has not paid such amount within the foregoing thirty (30) day time period. Any costs and expenses incurred by the City regarding such removal shall be included in the monies due the City from the Grantee, including reasonable attorneys' fees, and costs and expenses for work conducted by the City staff or its agents.

14.4 Receivership

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

(A) The receivership or trusteeship is timely vacated; or

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

14.5 Alternative Remedies

No provision of this Franchise shall be deemed to bar the City from seeking appropriate judicial relief. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of either party to recover monetary damages, as allowed under applicable law, or to seek and obtain judicial enforcement by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity. The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, State, or local law (including, for example, Section 635A of the Cable Act).

14.6 Assessment of Liquidated Damages

(A) Because it may be difficult to calculate the harm to the City in the event of a breach of this Franchise by Grantee, the parties agree to liquidated damages as a reasonable estimation of the actual damages. To the extent that the City elects to assess liquidated damages as provided in this Franchise, such damages shall be the City's sole and exclusive remedy for such breach or violation and shall not exceed a time period of one hundred eighty (180) days. Nothing in this subsection is intended to preclude the City from exercising any other right or remedy with respect to a breach that continues past the time the City stops assessing liquidated damages for such breach.

(B) Prior to assessing any liquidated damages, the City shall follow the enforcement procedures of this Franchise that provide the Grantee proper notice and a right to cure.

(C) The City shall not assess any liquidated damages if the Grantee has cured or commenced to and completes the cure under the enforcement provisions of this Franchise. In the event Grantee fails to cure, the City may assess liquidated damages and shall inform Grantee in writing of the assessment. Grantee shall have thirty (30) days to pay the damages.

(D) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the City.

(E) Grantee may appeal (by pursuing judicial relief) any assessment of liquidated damages within thirty (30) days of paying the assessment.

Pursuant to the requirements outlined herein, liquidated damages shall not exceed the following amounts: one hundred dollars (\$100.00) per day for material departure from the FCC technical performance standards; one hundred dollars (\$100.00) per day for failure to provide the Access Channels or any equipment related thereto which is required hereunder; one hundred dollars (\$100.00) per day for each material violation of the Customer Service Standards; one hundred

dollars (\$100.00) per day for failure to provide reports or notices as required by this Franchise; and one hundred dollars (\$100.00) per day for any material breaches or defaults not previously listed.

14.7 Effect of Abandonment

If the Grantee abandons its Cable System or I-Net during the Franchise term, or fails to operate its Cable System or I-Net in accordance with its duty to provide continuous service, the City, at its option, may obtain an injunction, or operate the Cable System or I-Net, or designate another entity to operate the Cable System or I-Net temporarily until the Grantee restores service under conditions acceptable to the City, or until the Franchise is revoked and a new franchisee is selected by the City.

If the City operates the Cable System or I-Net, or designates another entity to operate the Cable System or I-Net, the Grantee shall reimburse the City or the City's designee, as applicable, for all reasonable costs and expenses incurred. If Grantee permanently abandons its entire Cable System or I-Net (namely, for a period of one [1] year or more), then, at the City's sole discretion, such Cable System and/or I-Net may become the property of the City, and Grantee shall then submit to the City a bill of sale and other conveyance documents, to be approved in advance by the City Attorney, transferring ownership of such property to the City.

SECTION 15. FRANCHISE RENEWAL

Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, unless the procedures or substantive protections set forth therein shall be deemed to be preempted or superseded by the provisions of any subsequent federal or State law.

SECTION 16. FRANCHISE TRANSFER

(A) Except as allowed under subsection (G), the Cable System and this Franchise shall not be sold, assigned, transferred, leased or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, merger or consolidation; nor shall title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any Person without the prior written consent of the City, which consent shall not be unreasonably withheld.

(B) The Grantee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Grantee. The word "control" as used herein is not limited to majority stock ownership but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Grantee shall make this Franchise subject to cancellation unless and until the City shall have consented thereto.

(C) The parties to the sale, transfer or change of control shall make a written request to the City for its approval of a sale, transfer or change of control and shall furnish all information required by law.

(D) The City may condition said sale, transfer or change of control upon such terms and conditions as it deems reasonably appropriate, including, for example, any adequate guarantees or other security, as allowed by applicable law. Additionally, the prospective controlling party or transferee shall effect changes as promptly as practicable in the operation of the Cable System, if any changes are necessary, to cure any violations or defaults presently in effect or ongoing.

(E) The City shall act by ordinance or resolution on the request within one hundred twenty (120) days of the request, provided it has received all information required by law, such as a complete FCC Form 394. Subject to the foregoing, if the City fails to render a final decision on the request within one hundred twenty (120) days, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(F) Within thirty (30) days of any transfer, sale or change of control, if approved or deemed granted by the City, Grantee shall file with the City a copy of the deed, agreement, lease or other written instrument evidencing such sale or transfer of ownership or control, certified and sworn to as correct by Grantee and the transferee or new controlling entity. In the event of a sale or transfer of ownership, the transferee shall also file its written acceptance agreeing to be bound by all of the provisions of this Franchise. In the event of a change in control, in which the Grantee is not replaced by another entity, the Grantee will continue to be bound by all of the provisions of the Franchise and will not be required to file an additional written acceptance.

(G) Notwithstanding the foregoing, the City's consent shall not be required for a mortgage, hypothecation or an assignment of Grantee's interest in the Franchise in order to secure indebtedness or for a transfer to an intra-company Affiliate, provided that the Grantee must reasonably notify the City in advance and the Affiliate must have the requisite legal, financial and technical capability to satisfy the City.

SECTION 17. MISCELLANEOUS PROVISIONS

17.1 Discriminatory Practices Prohibited

Throughout the term of this Franchise, Grantee shall fully comply with all equal employment and nondiscrimination provisions of applicable law.

17.2 Notices

Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, and such notices shall be effective upon the date of mailing. At the effective date of this Franchise:

Grantee's address shall be:

Comcast of Washington IV, Inc.
4020 Auburn Way N
Auburn, WA 98002
Attention: Director, Franchising and Government Affairs

With a copy to:

Comcast of Washington IV, Inc.
PO Box 3042
Bothell, WA 98041-3042
Attention: Franchising Department

City's address shall be:

City of Burien
415 S.W. 150th Street
Burien, WA 98166-1957
Attention: City Manager

17.3 Cumulative Rights

All rights and remedies given to the City by this Franchise shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity.

17.4 Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs of publication of this Franchise, and any notices prior to any public hearing regarding this Franchise, contemporaneous with its acceptance of this Franchise.

17.5 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

17.6 Authority to Amend

In addition to police powers and subsection 3.9, this Franchise may also be amended at any time by mutual written agreement between the parties.

17.7 Governing Laws

This Franchise shall be governed, construed and enforced in accordance with federal, State and local laws and any applicable rules, regulations and orders of the FCC (as such now exist, are later amended or subsequently adopted).

17.8 Captions

The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provision of this Franchise.

17.9 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other. Further, the Grantee is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City.

17.10 Cooperation

The parties recognize that it is in their mutual best interests for the Cable System to be operated as efficiently as possible. To achieve this, the parties agree to cooperate with each other in accordance with the terms and provisions of this Franchise.

17.11 Waiver

The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same, nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

17.12 Severability

If any Section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

17.13 Entire Agreement

This Franchise and Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written negotiations between the parties.

17.14 Force Majeure

The Grantee will not be held in violation under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement relating thereto, where such noncompliance or alleged violation occurred or was caused by circumstances reasonably beyond the ability of the Grantee to control. This includes war or riots, civil disturbances, floods or other natural catastrophes, labor stoppages or slow downs not attributable to Grantee's employees, or power outages exceeding back-up power supplies, and work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached as well as verifiable unavailability of materials and/or qualified labor to perform the work necessary.

Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the City.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the provisions of this Franchise, Grantee shall provide documentation as reasonably required by the City to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

17.15 Attorneys' Fees

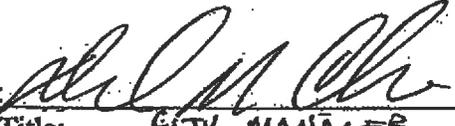
If any action or suit arises in connection with this Franchise (excluding Franchise renewal proceedings), the court shall determine which party shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith, in addition to such other relief as the court may deem proper.

17.16 Acceptance

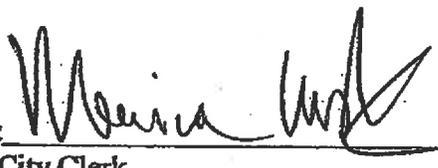
Within sixty (60) days after the passage and approval of this Franchise by Ordinance by the City Council, and receipt of the Franchise by Grantee, this Franchise shall be accepted by Grantee by filing with the City its written acceptance of all of the terms, provisions and conditions of this Franchise. The failure of Grantee to file such an acceptance shall be deemed a rejection by Grantee, and this Franchise shall then be voidable at the discretion of the City.

IN WITNESS WHEREOF, this Franchise is signed in the name of the City of Burien, Washington, this 16th day of OCTOBER, 2006.

CITY OF BURIEN, WASHINGTON

By: 
Title: CITY MANAGER

Attest:

By: 
City Clerk

Approved as to Legal Form:

By: 
City Attorney

Accepted and approved this 27th day of Oct, 2006.

COMCAST OF WASHINGTON IV, INC.

By: 
Its: Leonard J. Rozek
Senior Vice President

Attest:

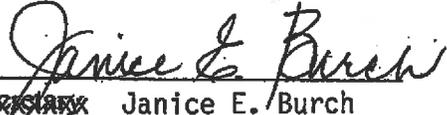
By: 
~~Secretary~~ Janice E. Burch

EXHIBIT A

I-Net Maintenance

Section 1. Non-Commercial Applications

In the context of the I-Net, non-commercial means private network communications from and among government agencies, Schools, libraries and other public agencies and excludes leasing or reselling I-Net capacity to a third party for any purpose. References in this Exhibit to the City utilized I-Net also include usage by other Qualified I-Net Users.

Section 2. Maintenance of Fiber

Routine maintenance on the fiber used for City utilized I-Net purposes and including associated facilities and equipment used exclusively by the City or another Qualified I-Net User for I-Net communications will be conducted on the same schedule as routine maintenance of Grantee's Cable System. Any repairs effected upon the fiber and associated I-Net facilities and equipment shall be performed by Grantee, with prior notice of at least five (5) business days to the City when practicable. In emergency conditions, such as a natural emergency resulting from a windstorm, Grantee will effect emergency repair work on the Grantee utilized fiber and City utilized I-Net fiber, if any, in the course of conducting its own emergency repair work on its Cable System, excepting where City utilized I-Net fiber may not be co-located with Grantee's Cable System on a strand or in conduit in which case Grantee fiber shall be repaired as a first priority and City utilized I-Net fiber shall be repaired as a second priority in a continuous repair window. In such event, Grantee shall have no liability to the City for a delay in I-Net service restoration. Grantee shall charge for time and materials (as hereinafter described) for all routine maintenance upon the I-Net fiber and associated facilities and equipment from the Grantee side of the I-Net fiber termination panel located at each site out to and including the backbone fiber.

Section 3. Service Trouble Calls and Escalation

The City acknowledges that Grantee does not actively monitor the signal transmission upon City utilized I-Net fiber, and may have no notice of a service outage but for a City-initiated notification. For any outages of City utilized I-Net fiber as determined by the City, the City's designated representative shall contact the designated local Network Operations Center (NOC). Grantee shall respond on-site to any routine trouble calls within four (4) hours of receipt of notification at the NOC and shall actively begin working on the problem until it is resolved. In order to document its work on the City-utilized I-Net fiber, Grantee will use its normal trouble ticket processes. In the event of an inability to initially resolve I-Net problems, Grantee shall follow its normal escalation procedures for correcting fiber outages. Grantee will communicate with the City's designated representative following resolution of the I-Net problems and, at the City's request, provide documentation of the I-Net problem resolution. Such documentation shall include, among other things, a description of the cause and resolution of the problem for each I-Net trouble ticket.

Section 4. Administration, Maintenance and Management

The City shall be responsible for the ongoing administration, maintenance and management of the non-backbone I-Net facilities and equipment located on the City side of the I-Net fiber termination panel located at each site, and the internal site network itself, unless it contracts with Grantee separately for a managed network. All such maintenance conducted by the City shall be performed

in accordance with industry standards, and any equipment owned and used by the City shall comply in all respects with applicable governmental codes, laws, ordinances or regulations.

Section 5. Equipment or Modifications

The City will not attach any equipment or otherwise modify the I-Net in any way that will interfere with the signal quality and the normal operation of Grantee's Cable System. The City may not access any part of the backbone fiber and associated facilities and equipment outside the actual I-Net site fiber termination panel, and the City's permitted access shall in no event extend beyond the City's side of the fiber termination panel.

Section 6. Undergrounding

When electric and telephone utility wiring in an area of the City are relocated underground, Grantee shall be responsible for relocating City I-Net utilized fiber when Grantee's Cable System is placed underground at the same time. Notwithstanding the foregoing, should an increased cost differential arise because of Grantee's having to do additional splicing, increase the size of its conduit, vaults, or fiber sheath (because of the undergrounding), then the City shall pay the reasonable, incremental cost differential pertaining to the City I-Net utilized fiber only.

Section 7. Time and Materials

The ongoing maintenance and repair of the City utilized I-Net fiber, whether or not scheduled or prompted by an emergency, shall be performed by Grantee on a time and materials basis. Maintenance and repair shall cover, without limitation, restoration of outages caused by third-party plant damage, damage wrought by inclement weather, quarterly system drive-outs for preventive maintenance, code compliance inspections, fiber functionality testing and re-documentation, pole change-outs and pole relocations, strand replacement, strand/facilities re-tensioning and anchoring. Except for an emergency, maintenance and repair work will not be performed without the prior written consent of the City. The City shall make payment within ninety (90) days of receipt of an invoice. Should the City fail to make payment within such period, the payment shall be paid from the next applicable quarterly franchise fee.

Section 8. Future I-Net Construction and/or Modification

At the City's discretion it may occasionally be found in the City's best interest to direct Grantee to investigate and consider options for modification of the I-Net plant. The City may make such requests at any time throughout the term of this Franchise and any extension(s), transfer(s) or renewal(s) thereof. The City shall provide to Grantee a formal written request for this investigation.

Upon receiving such request from the City, Grantee shall within ninety (90) calendar days provide to the City a written plan, proposed construction schedule, and cost commitments for the work. Cost commitments shall be based on the most cost effective method, including active and/or passive connection methodologies and use of the most current technologies to accommodate bandwidth needs.

If the City decides not to proceed with construction as proposed in Grantee's plan, and upon receipt of a letter from Grantee itemizing its engineering costs directly associated with creation of the plan, the City shall pay Grantee's engineering planning costs.

If the City decides to proceed with the construction as proposed in Grantee's plan, the City shall provide to Grantee official written authorization to proceed with the activities as defined in the submitted plan. As part of the authorization to proceed, the City shall provide to Grantee a purchase order for the cost commitments as defined in the plan. Grantee shall not commence work on the plan until it receives from the City official written authorization to proceed.

Testing on new and/or modified I-Net plant, all retesting found by the City to be necessary, the provision of documentation and test results to the City, the City's right to attend tests and inspect modifications made by Grantee shall follow the same types of procedures and standards as outlined in subsection 12.4 of the Franchise.

EXHIBIT B

PUBLIC BUILDINGS

SITE #	SITE NAME	LOCATION
		CITY SITES
BC 01	FIRE STATION #1	15100 8th Ave SW
BC 02	FIRE STATION #2	1243 SW 112th
BC 03	FIRE STATION #3	151 S Normandy Rd.
BC 04	FIRE STATION #4	1606 S 128th
BC 05	BURIEN CITY HALL	415 SW 150th St
BC 06	BURIEN PUBLIC WORKS	457 SW 148th Suite 201
BC 07	COMMUNITY CENTER	425 SW 144th
BC 08	HIGHLINE COMMUNITY HOSPITAL	16251 Sylvester Rd. SW
BC 09	SW SEWER DIST.	431 SW Ambaum Blvd.
BC 10	WATER DIST #20	1206 1st Ambaum Blvd.
BC 11	WATER DIST #49	415 SW 153rd St.

EXHIBIT C

SCHOOLS

SITE #	SITE NAME	LOCATION
BC 12	HIGHLINE SCHOOL ADMIN.	15675 Ambaum Blvd.
BC 13	CEDERHURST ELEM.	611 S 132nd St.
BC 14	GREGORY HEIGHTS ELEM.	16216 19th SW
BC 15	HAZEL VALLEY ELEM.	402 SW 132nd St.
BC 16	SYLVESTER MIDDLE SCHOOL	16222 Sylvester Rd SW
BC 17	SEAHURST ELEM.	14603 14th Ave SW
BC 18	SHOREWOOD ELEM.	2725 SW 116th St.
BC 19	SUNNYDALE ELEM.	15631 8th Ave S
BC 20	HIGHLINE HIGH SCHOOL	225 S 152nd St.
BC 21	MANHATTAN LEARNING CENTER	440 S 186th
BC 22	OCCUPATIONAL CENTER	18010 8th Ave S
BC 23	FACILITIES SERVICE	18010 8th Ave S Bldg. J
BC 24	SECURITY	18367 8th Ave S

**INTERLOCAL JOINT USE AGREEMENT BETWEEN
HIGHLINE SCHOOL DISTRICT NO. 401
AND THE
CITIES OF BURIEN, DES MOINES, NORMANDY PARK and SEATAC**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 1st day of January, 2014 by and between the Highline School District No. 401 and the Cities of Burien, Des Moines, Normandy Park and SeaTac, which are municipal corporations under the laws of the State of Washington, and hereinafter referred to as "HSD" and "City" or "Cities" respectively.

RECITALS

WHEREAS, the Cities and HSD have agreed to coordinate and collaborate with respect to planning and implementation of policies concerning health promotion and active living for the benefit of the citizens of their respective jurisdictions; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on the basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organizations that will accord best geographic, economic population, and other factors influencing the needs and development of local communities; and

WHEREAS, HSD is the owner of real property in the Cities, including facilities and active use areas that are suitable for community recreational purposes when not being used by HSD, and each City is the owner of real property, including facilities and active use areas that are suitable for school purposes when not being used by the Cities; and

WHEREAS, the Cities and HSD are authorized to enter into agreements with one another to maximize available opportunities by cooperating to improve the overall health of their citizens and students, to provide community recreation and student activities, and to cooperate in the betterment of the community; and

WHEREAS, the Cities and HSD desire to enter into an agreement to provide for the use of Cities' facilities by HSD, for the use of Cities' facilities by Cities, and for the use of HSD facilities by Cities, in order to promote efficient facility use and increase recreational opportunities for the communities; and

WHEREAS, an Interlocal Agreement for shared facility use would allow and encourage the Cities and HSD to work together to utilize existing outdoor and indoor facilities and to plan, develop, upgrade and build similar facilities for joint use.

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between the Cities and HSD as follows:

I. HSD Use of Cities' Facilities

- A. Upon request, HSD schools may have access and shared use privileges to certain facilities located in the Cities, including the Cities' parks, recreation areas and meeting spaces attached hereto as Exhibit A, for the purpose of public primary and secondary education and associated student programs sponsored and managed by HSD, on the terms and conditions as set forth in this Agreement.
- B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms, classrooms and recreational portions of the buildings, such as gymnasiums or classrooms that may be used for recreational or community education programs.

The use by HSD of Cities' facilities (except for those facilities covered under separate agreements between HSD and each City), including scheduling and reservations, shall be controlled by and subject to each City's designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

II. Cities' Use of HSD Facilities

- A. Upon request, each City may have access to and shared use privileges to certain HSD facilities, attached hereto as Exhibit A, for the purpose of community recreation programs and City-sponsored community meetings and educational programs managed by the Cities, on the terms and conditions as set forth in this Agreement.
- B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms and recreational portions of the buildings, such as gymnasiums or other rooms that may be used for recreational or community education programs.
- C. The use by the Cities of HSD facilities (except for those facilities covered under separate agreements between HSD and each City), including scheduling and reservations, shall be controlled by and subject to HSD designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

III. Cities' Use of Cities' Facilities

- A. Upon request, each City may have access to and shared use privileges to certain other Cities' facilities, attached hereto as Exhibit A, for the purpose of community recreation programs and City-sponsored community meetings and educational programs managed by the Cities, on the terms and conditions as set forth in this Agreement.
- B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms, classrooms and recreational portions of the

buildings, such as gymnasiums, or classrooms that may be used for recreational or community education programs.

- C. The use by a City of other Cities' facilities (except for those facilities covered under separate agreements between each City), including scheduling and reservations, shall be controlled by and subject to the Cities' designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

IV. General Use of Facilities

- A. Use of all facilities shall be in accordance with the regular procedures of the agency owning the facility as provided for by the Laws of the State of Washington and the rules and regulations of the respective agencies, except as otherwise provided in this Agreement.
- B. Fees may be charged for direct costs incurred by a City or HSD as a result of a particular activity, such as when a given use results in non-scheduled labor costs or other direct costs are attributable to a specific use of a facility, or when in the view of the facility owner a facility was left unkempt or damaged. In this case, the Cities and HSD agree to reimburse one another for their share of expenses upon written invoice for direct costs that are a consequence of facility use. Fees for indirect costs shall not be reimbursed.

- i. In accordance with generally accepted accounting principles, "Direct Costs" are those costs that are incurred directly as the result of a particular scheduled project, instructional or recreational activity, or any other institutional activity, or that can be directly assigned to such activities.

- ii. "Indirect Costs" are those costs that are incurred for common or multiple objectives and therefore cannot be readily and specifically attributed to a particular sponsored project, instructional or recreational activity, or any other institutional activity such as depreciation, normal "wear and tear" of facilities, overhead or administrative expenses.

- C. Scheduling of dates for use of Cities' and HSD facilities shall be worked out in advance to avoid conflicts. Once a date is booked, the parties agree to honor the scheduled commitment. In cases of extreme unforeseen conflict requiring a reservation change, the facility owner, to the extent possible, is expected to offer access to an appropriate alternative facility. To ensure effective communication between Cities and HSD, each agency shall provide to one another a list of primary contact persons whose responsibilities are to schedule, maintain or program facilities.
- D. The Interagency Team established in Section X shall meet regularly to develop a master schedule for joint use of HSD and Cities' facilities to discuss and allocate facility use planned by the HSD, Cities, and third parties. The Interagency Team shall schedule quarterly meetings or at such other times as mutually agreed upon by the HSD and Cities. At these meetings, the HSD and Cities will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming seasonal schedule.

- E. Previously scheduled use of any facility shall supersede priority of use criteria in Article VI (Priority of Use).
- F. Parking is permitted in designated areas only. Vehicle parking on HSD playgrounds or City park or field areas is strictly prohibited and is grounds for denial of future use.
- G. Any party utilizing a facility under this agreement agrees to provide appropriate supervision of participants to monitor they remain in reserved areas and act appropriately. Repeated breach of this provision may result in denial of future use.

V. Indemnify and Hold Harmless

Each party agrees to indemnify, save and hold harmless the other parties and all their officers, agents and employees from any claims, costs, expenses or liability (including reimbursement for all legal costs and reasonable attorney's fees) for any and all claims for damages or injuries to persons, property or agents of the user which arise from its negligent or intentional acts or omissions. In the event of such claims or lawsuits, each party shall assume all costs of its defense thereof and shall pay all resulting judgments that may be obtained against it or its agents or employees. Further, each party has insured against its own liability herein and will promptly notify the other of any material changes in such coverage.

Any claims for liability arising out of the failure to maintain facilities or keep them in good structural repair, unless such failure is caused by the acts of the user, its agents, employees or invitee, shall be the responsibility of the owner and the indemnification by the user herein shall not include such claims.

VI. Priority Use

A. HSD facility use is prioritized in the following order:

- 1) School use, school functions, and HSD-sponsored events, including groups directly sponsored or associated with HSD, such as student groups or PTSA organizations.
- 2) Cities' recreation and community programs provided for the general public.
- 3) All other uses as determined and prioritized by HSD.

B. Cities' facility use is prioritized in the following order:

- 1) Cities' use, Cities' functions, and Cities' sponsored events, including recreational and community programs provided by the Cities for or directly benefitting Cities' residents.
- 2) Programs for the purpose of public primary and secondary education and associated

student programs sponsored and managed by HSD.

- 3) Other Cities' community recreation programs and City-sponsored community meetings and educational programs managed by such other Cities.
- 4) All other uses as determined and prioritized by each City.

VII. Termination of Agreement

This Agreement provides for a program of community recreation and educational activities using Cities and HSD facilities. It is intended to establish the general understanding of the Parties and is in addition to any other agreement between HSD and the Cities pertaining to the use of specific facilities at a particular named site belonging to HSD and the Cities. This Agreement shall remain in full force and effect in accordance with Section IX so long as HSD and the Cities shall maintain and operate facilities capable of joint or shared recreation use; provided, however, that (i) this Agreement may be amended by mutual written consent, and (ii) this Agreement may be terminated by either HSD or any of the Cities, without cause, on at least ninety (90) days' written notice to the other parties of its election to terminate.

VIII. Periodic Reviews and Revisions to Agreement

The Cities and the HSD agree to meet jointly to review this Agreement after one year and then subsequently every three years. Revisions to the Agreement are valid only with the mutual written consent of all Parties.

IX. Term

Subject to Article VII of this Agreement (Termination of Agreement), the term of this Agreement shall be from January 1, 2014 through and including December 31, 2016. At the end of this three (3) year period, the Agreement shall automatically renew for periods of three (3) years, unless any Party gives the others written notice of its intent not to renew the Agreement at least ninety (90) days before the expiration of this Agreement.

X. Interagency Team

Pursuant to RCW 39.34.030(4)(a), HSD and the Cities each hereby appoint an Agreement Administrator to the Interagency Team, which shall be responsible for administering this Agreement. The Parties hereby designate HSD's [*Chief Operations Officer*], and each City's [*Parks and Recreation Director*], to serve as their respective Agreement Administrators. This Agreement does not create a separate legal or administrative entity, and consequently is being administered in accordance with RCW 39.34.030(4).

XI. Dispute Resolution

In the event of a dispute between the parties arising under this Agreement, the Directors of

Parks and Recreation of the Cities and the Chief Operations Officer of the HSD shall meet to attempt to resolve the dispute within thirty (30) days from notice. If they are unable to resolve the dispute within forty-five (45) days from notice, the City Managers of the Cities and the Superintendent of HSD shall meet to attempt to resolve the dispute within sixty (60) days from notice. If they are unable to resolve the dispute within ninety (90) days from notice, the parties shall submit the dispute to a mutually agreed upon private arbitrator for a binding resolution. In the event the parties cannot agree on an arbitrator, one will be appointed by the Presiding Judge of the King County Superior Court, with costs of arbitration borne equally. Each party will be responsible for their own attorneys' fees and costs related to said arbitration.

XII. Miscellaneous

- A. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and shall not be added to or supplemented without written amendment mutually agreed upon by the Parties.
- B. The Parties provide no, and disclaim any and all, expressed or implied warranties of any kind, including, but not limited to, the warranty of fitness for a particular purpose, in connection with or arising out of the activities under this Agreement.
- C. HSD and the Cities shall maintain records necessary to carry out the purposes of this Agreement.
- D. This Agreement and all questions concerning the capacity of the Parties, execution, validity (or invalidity), and performance of this Agreement, shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. This Agreement has been negotiated and drafted by both Parties and is not to be construed in favor of either Party.
- E. Nothing herein shall be interpreted to create any right or liability with respect to any person or entity not a signatory to this Agreement.
- F. The Parties are independent entities and nothing in this Agreement creates any agency relationship.
- G. Any notice given by the Parties to the other under the provisions of, or with respect to, this Agreement shall be in writing, delivered in person or by certified mail to the following addresses:

Highline School District No. 401
ATTN: Superintendent
15675 Ambaum Blvd. SW
Burien, WA 98166

With a Copy to:
Highline School District No. 401
ATTN: Chief Operations Officer
15675 Ambaum Blvd. SW
Burien, WA 98166

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

City of Des Moines
ATTN: City Manager
21630 11th Avenue South, Suite A
Des Moines, WA 98198

City of Normandy Park
ATTN: City Manager
801 SW 174th Street
Normandy Park, WA 98166

City of SeaTac
ATTN: City Manager
4800 South 188th Street
SeaTac, WA 98188-8605

or such other address(es) as each Party hereto may notify the other in writing.

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

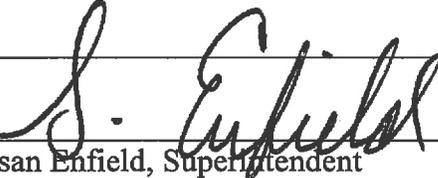
<p>HIGHLINE SCHOOL DISTRICT NO. 401</p>	<p>By: <u></u> Dr. Susan Enfield, Superintendent</p> <p>Date: <u>11/21/2013</u></p>	
<p>CITY OF BURIEN</p>	<p>By: _____ Craig Knutson, Interim City Manager By Direction of the Burien City Council in Open Public Meeting on _____, 2013.</p> <p>Date: _____</p>	<p>Approved as to Form: _____ City Attorney</p>
<p>CITY OF DES MOINES</p>	<p>By: _____ Anthony A. Piasecki, City Manager By Direction of the Des Moines City Council in Open Public Meeting on _____, 2013.</p> <p>Date: _____</p>	<p>Approved as to Form: _____ City Attorney</p>
<p>CITY OF NORMANDY PARK</p>	<p>By: _____ Glenn Akramoff, City Manager By Direction of the Normandy Park City Council in Open Public Meeting on _____, 2013.</p> <p>Date: _____</p>	<p>Approved as to Form: _____ City Attorney</p>
<p>CITY OF SEATAC</p>	<p>By: _____ Todd Cutts, City Manager By Direction of the SeaTac City Council in Open Public Meeting on _____, 2013.</p> <p>Date: _____</p>	<p>Approved as to Form: _____ City Attorney</p>

EXHIBIT A

HSD facilities available to Cities:

- **Burien (Facilities available to City of Burien programs at no cost)**
 - Cedarhurst Elementary School and campus
 - Gregory Heights Elementary School and campus
 - Hazel Valley Elementary School and campus
 - Highline High School
 - Hilltop Elementary School and campus
 - Seahurst Elementary School and campus
 - Shorewood Elementary School and campus
 - Southern Heights Elementary School and campus
 - Sylvester Middle School and campus

- **Des Moines (Facilities available to City of Des Moines programs at no cost)**
 - Des Moines Elementary School and campus
 - Marvista Elementary School and campus
 - Midway Elementary School and campus
 - Mt. Rainier High School and campus
 - Pacific Middle School and campus
 - Parkside Elementary School and campus
 - North Hill Elementary School and campus

- **Normandy Park (Facilities available to City of Normandy Park programs at no cost)**
 - Marvista Elementary School and campus

- **SeaTac (Facilities available to City of SeaTac programs at no cost)**
 - Bow Lake Elementary School and campus
 - Chinook Middle School and campus
 - Madrona Elementary School and campus
 - Tyee Educational Complex and campus
 - McMicken Elementary School and campus

Cities' facilities available to HSD and Cities:

- **Burien (Facilities available to Burien schools and HSD Administration at no cost):**
 - All City Parks
 - Burien Community Center
 - Burien Community Center Annex
 - Dottie Harper Park House
 - Burien City Hall Meeting Rooms
 - Burien City Hall North
 - Moshier Community Arts Center

- **Des Moines (Facilities available to Des Moines schools and HSD Administration at no cost):**
 - All City Parks
 - Des Moines City Hall Meeting Rooms
 - Des Moines Field House
 - Des Moines Activity Center

- **Normandy Park (Facilities available to Normandy Park schools and HSD Administration at no cost):**
 - All City Parks
 - Normandy Park City Hall Meeting Rooms
 - Normandy Park Recreation Center

- **SeaTac (Facilities available to SeaTac schools and HSD Administration at no cost):**
 - All City Parks
 - SeaTac City Hall Meeting Rooms
 - SeaTac Community Center
 - Highline SeaTac Botanical Garden
 - Sunset Playfields
 - Valley Ridge Sports Park

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 594

**AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON,
AMENDING SECTION 2.05.010 OF THE BURIEN MUNICIPAL
CODE RELATING TO LEGAL HOLIDAYS**

WHEREAS, the 2013-2014 Adopted Budget provides that the City's compensation structure, including salaries and benefits, will be reviewed at least every three years for an evaluation of competitiveness with comparable public sector employers in the relevant recruiting or market area;

WHEREAS, a review of relevant public sector employers found most have an additional holiday to which their employees are entitled; and

WHEREAS, the City desires to provide Christmas Eve as an additional benefit to City employees to be competitive with other area public sector employers and such change requires an amendment to the Burien Municipal Code;

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

Section 1. BMC Section 2.05.010, Legal holidays, Amended. Section 2.05.010 of the Burien Municipal Code, Legal holidays, is hereby amended (with legislative revision marks) to read as follows:

2.05.010 Legal holidays.

The following days shall be recognized as legal holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September

Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Fourth Friday of November
<u>Christmas Eve</u>	<u>December 24</u>
Christmas Day	December 25
Floating Holiday	Provided by administrative policy

Whenever any legal holiday set forth in this section falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday set forth in this section falls upon a Saturday, the preceding Friday shall be a legal holiday, with the exception of December 24th. When December 24th falls on a Sunday, it will be observed on the following Tuesday; and when December 24th falls on a Friday, it will be observed on the preceding Thursday.

The city manager shall have the authority to administer holidays, floating holidays, and holiday overtime schedules as provided in the city personnel policies or applicable collective bargaining agreements. [Ord. 507 § 1, 2009]

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 January 1, 2014.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF _____ 2013, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 20TH DAY OF _____, 2013.

CITY OF BURIEN

Brian Bennett, Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:

Ann Marie Soto, Acting City Attorney

Filed with the City Clerk:

Passed by the City Council:

Ordinance No.

Date of Publication:

CITY OF BURIEN, WASHINGTON

RESOLUTION NO. 351

A RESOLUTION OF THE CITY OF BURIEN, WASHINGTON, AMENDING RESOLUTION 326 RELATING TO THE ACKNOWLEDGEMENT POLICY AWARD NAMING PROCEDURES.

WHEREAS, on December 12, 2011, the City Council approved Resolution 326 establishing an Acknowledgement Policy to acknowledge and officially recognize participation and commitment to the community by public, private and non-profit entities; and

WHEREAS, the Acknowledgement Policy provides that the "Citizen of the Year" award recipient will be named at a City Council meeting; and

WHEREAS, the City Council wishes to change the deadlines for the "Citizen of the Year" selection and award procedures; and

WHEREAS, the Council also desires to adopt a volunteer recognition plan that outlines the various tokens of appreciation to be provided to volunteers.

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

Section 1. Section 1(A) of Resolution 326, Amended. Section 1(A) of Resolution 326, Citizen of the Year, is hereby amended to read as follows:

A. Citizen of the Year.

1. Acknowledgement. The acknowledgement shall be made for one category, Citizen(s) of the Year for the previous calendar year.

2. Selection. Councilmembers may, in special session at the first meeting in ~~January~~March, indicate their preference for one or more of the candidates.

3. Criteria. The criteria qualifying a party or parties for this honor are intended to be subjective and broadly construed. It may be for a single contribution in a single calendar year or for a body of work over any period of time. Individuals may receive this honor once.

4. Source of Nominations. Nominations may come from any source. Council will accept nominations for Citizen of the Year at any time during the year but no later than ~~December 31~~the second Friday in February. In cases where no nomination is received by ~~December 31~~, said date, there will be no additional solicitation. Council is not obligated to select any candidate.

5. Naming Award Recipient. Staff will make necessary arrangements, including the presence of the individual(s) at the appropriate Council meeting. The individual(s) will be acknowledged at the ~~last Council meeting in February~~ first Council meeting in April. Council will convene in regular session then, as its first order of business, read a proclamation honoring the individual (s) and ask him/her for brief remarks. Council then will adjourn for an informal interaction with the candidate, friends, family and well wishers before reconvening to conduct regular business.

Section 2. New Section 1(C) of Resolution 326, Adopted. A new Section 1(C) to Resolution 326 entitled "Volunteer Recognition Plan" is hereby adopted as reflected in Exhibit A.

Section 3. Effective Date. This resolution shall take effect immediately upon passage by the Burien City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, AT A REGULAR MEETING THEREOF THIS __ DAY OF DECEMBER, 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:
Resolution No. 351

VOLUNTEER RECOGNITION PLAN

07/17/13

Recommended by the Volunteer Appreciation Committee (Gina Kallman, Monica Lusk, Nhan Nguyen)

1. Commissions/Boards

- a. 37 members
- b. Recognize retiring members with a verbal thank-you from Council at the April Council meeting each year accompanied by a certificate and/or pin.
- c. Recognize members who are not able to finish term with a hand written thank-you card from the Mayor.
- d. Staff members who lead committee can recognize committee members with holiday cards and/or small tokens of appreciation.*

2. Ad Hoc Committees

- a. Recognize with a hand written thank you card from staff or council member who lead committee.

3. Long-Term Volunteers (volunteers who give weekly or monthly service)

- a. 50-60 (approximate amount of city-wide volunteers each year)
- b. Recognize with holiday cards and/or small tokens of appreciation.*

4. One-time event volunteers

- a. Recognize with thank-you cards or e-mails after the event.

ACTION ITEMS

- Print artist created thank-you cards and distribute to all departments
- Provide Appreciation Funds (\$1,000) for staff to use for tokens of appreciation*
- Schedule a yearly volunteer appreciation party (hearty appetizers, pizza, activities for kids, etc.) in April, 2014 during National Volunteer Week. All Commissioners and Board members and long term volunteers could be invited to perhaps include families.

***Parameters for Use of Appreciation Fund**

- Staff who manages volunteer will have access to budget line item
- Staff can use up to \$10 per volunteer per year
- Alcohol cannot be gifted



Burien

Washington, USA

City of Burien

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

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

www.burienwa.gov

Date: December 16, 2013

To: King County District Court Districting Committee

From: Brian Bennett, Mayor

Subject: Districting Committee Proxy by City of Burien

By my signature below, as Mayor of the City of Burien, I hereby appoint and give the City's proxy to Judge D. Mark Eide, Burien District Court Judge or to Judge Corinna Harn, King County District Court Presiding Judge, to act on the City's behalf and vote for the City at the King County District Court Districting Committee meeting on December 17, 2013, pursuant to RCW 3.38.040.

Please extend them all the courtesy you would the City in our place.

Sincerely,

Brian Bennett
Mayor



**PROCLAMATION
OF THE CITY OF BURIEN,
Washington**

**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF BURIEN, WASHINGTON,
COMMENDING**

THE HIGHLINE SCHOOL DISTRICT'S STRATEGIC PLANNING PROCESS

Whereas, the Highline School District #401 (HSD) is responsible for the education of approximately 18,000 students Kindergarten through Grade 12 in the communities of Burien, Des Moines, Normandy Park, SeaTac, Boulevard Park, and White Center in Washington State; and

Whereas, beginning in 2012, the HSD undertook the strategic planning process to develop the 2013-2017 strategic plan that serves the purposes of clarifying the district's goals for student learning and achievement, outlining a roadmap for accomplishing the goals, embracing the diverse voices of stakeholders, and mobilizing the leadership for actions at all levels; and

Whereas, the Burien City Council attended a strategic planning session on October 21, 2013, and was impressed with the transparent, robust, participatory process that the HSD undertook to ensure diverse voices and ideas were heard; and

Whereas, the City of Burien becomes a desirable place to live and work, and its businesses benefit tremendously from a skilled workforce as the HSD continues to provide quality education to our community.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON,
DOES HEREBY ASK ALL BURIEN CITIZENS TO JOIN TOGETHER TO COMMEND**

**THE HIGHLINE SCHOOL DISTRICT
for doing an excellent job working with the Burien community during
ITS STRATEGIC PLANNING PROCESS**

Dated this 16nd day of December, 2013.

Mayor Brian Bennett

Deputy Mayor Lucy Krakowiak
Councilmember Joan McGilton
Councilmember Gerald Robison

Councilmember Rose Clark
Councilmember Jack Block Jr.
Councilmember Bob Edgar

City of Burien

Mayor

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Motion to Approve Appointment to the Burien Business & Economic Development Partnership		Meeting Date: December 16, 2013
Department: City Manager	Attachments:	Fund Source: N/A
Contact: Monica Lusk		Activity Cost: N/A
Telephone: (206) 248-5517		Amount Budgeted: N/A Unencumbered Budget Authority: N/A
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 Business & Economic Development Partnership (BEDP). Council held an interview prior to the October 7 Council meeting.</p>		
Background (Include prior Council Action and Discussions):		
<p>In September, a call for volunteers to serve on the BEDP advisory board was placed in the Highline Times, Burien City News, on TBC21, and on the City's website. The Council appointed one of the two candidates that were interviewed on October 7 to fill one vacancy. On November 21, Bryan Suter officially resigned creating a vacancy with a term that expires on March 31, 2015.</p>		
OPTIONS (Including fiscal impacts):		
<ol style="list-style-type: none"> 1. Appoint the applicant to fill one vacancy for an unexpired term that will end on March 31, 2015. 2. Do not appoint the applicant and re-advertise. 		
Administrative Recommendation: Appoint Justin West to the BEDP with a term that expires on March 31, 2015.		
Advisory Board Recommendation: N/A		
Suggested Motions:		
Move to Appoint Justin West to Burien's Business & Economic Development Partnership to an unexpired term beginning on December 16, 2013, and ending on March 31, 2015.		
Submitted by: Administration 	Interim City Manager 	
Today's Date: December 9, 2013	File Code: <u>R:/CC/Agenda Bills 2013/121613cm-1</u> <u>bedp appt</u>	

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discuss the Facilitators' Statements of Qualifications and Date for Burien Council Retreat in January 2014		Meeting Date: December 16, 2013
Department: City Manager	Attachments: 1. <u>Request for Qualifications</u> 2. <u>Five Statements of Qualifications (SOQs)</u> 3. <u>Staff's Summary Matrix of SOQs</u>	Fund Source: N/A Activity Cost: N/A Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Contact: Nhan Nguyen, Management Analyst		
Telephone: (206) 439-3165		
Adopted Initiative: Yes No X	Initiative Description:	
<p>PURPOSE/REQUIRED ACTION: The purpose of this item is for Council to discuss the facilitators' Statements of Qualifications (SOQs) and date for the Burien City Council Retreat in January 2014.</p> <p>BACKGROUND (Include prior Council action & discussion): In November 20, the City of Burien issued a Request for Qualifications (attached) seeking an experienced facilitator to lead a January 2014 City Council Retreat. Staff received five Statements of Qualifications or SOQs (attached). Staff created a matrix to summarize the SOQs (attached). Four out of five consultants indicated that they are available to work on all three dates of January 4, 11 and 18. Mr. Neil Aaland is only available on January 11.</p> <p>Based on staff's review of the proposals, it appears that both Ron Holifield and Andrew Ballard are acceptable retreat facilitator candidates due to their wealth of experience facilitating city council retreats and working with local governments. Staff thinks Cary Bozeman would be less of a fit, due to his sketchy proposal and his lack of recent experience facilitating city council retreats. Neil Aaland and Phil Orlandi have no experience facilitating city council retreats. Mr. Aaland has worked mostly on land use mediations and workshops. Mr. Orlandi has worked mostly with private companies and hasn't worked with any city governments.</p> <p>Interim City Manager Craig Knutson is receiving input from incoming Councilmembers. After gathering all input, Mr. Knutson will make the decision on the facilitator and a date for the retreat.</p>		
OPTIONS (Including fiscal impacts): N/A		
Administrative Recommendation: N/A		
Advisory Board Recommendation: N/A		
Suggested Motion: N/A		
Submitted by: Administration 		Interim City Manager 
Today's Date: December 9, 2013		File Code: R:/CC/Agenda Bill 2013/121613cm-2 Council Retreat Facilitator



Burien

Washington, USA

City of Burien – City Hall
 400 SW 152nd St., Suite 300, Burien, WA 98166
 Phone: (206) 241-4647 • FAX (206) 248-5539
www.burienwa.gov

REQUEST FOR QUALIFICATIONS BURIEN CITY COUNCIL RETREAT FACILITATOR

The City of Burien, Washington, is soliciting Statements of Qualifications from experienced facilitators. The City seeks individuals and/or firms experienced in leading retreat sessions with municipal government groups, including City Councils and public employees. The City particularly requires individuals capable of working with City Council and staff to plan and facilitate City Council retreats with a clear understanding of the various roles and responsibilities of the City Council and the City Manager, along with experience in team building. We are hiring a facilitator for a one-day Council Retreat that will be held on either January 4, 11 or 18. Council will select the exact date by December 16, 2013.

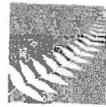
If you are available and interested to work for us on any of the abovementioned dates, please submit a Statement of Qualifications as soon as possible but **no later than December 2, 2013**. Your Statement of Qualifications should include:

1. Relevant experience
2. Services provided
3. Facilitation Format/Methodology
4. Resumes of key personnel
5. Applicable rates
6. Date(s) of your availability (January 4, 11 and/or 18)

In January, 2014, our seven-member City Council will welcome four new members to begin a 4-year term of service. In your Statement of Qualifications, please tell us what you think is the ideal format/methodology of a Council Retreat that would serve to integrate the new members and to build teamwork and cohesiveness with respect to the differences in learning, communication and leadership styles.

Statement of Qualifications should be sent to:

Nhan Nguyen
 Management Analyst
 City of Burien
 400 SW 152nd Street, Suite 300
 Burien WA, 98166
 Phone: 206-439-3165
 Email: nhann@burienwa.gov



CARY BOZEMAN
Practiced thinking for stronger cities.

Burien Council Retreat Proposal

Relevant Experience.

Included in my handouts and my biography.

Services provided.

One day of interviewing all the participants individually (usually takes about 30-40 minutes for each participant), planning the agenda, and one day of facilitating the retreat plus a full report within ten days.

Facilitation Format

A review of past years accomplishments, discussion of important issues facing the city, gained through the interview process, and a discussion on where we want to be five years from now. Some discussion on the long term vision for Burien and finally coming to agreement on the priorities and goals for 2014.

Resumes of key personnel.

I will be conducting the retreat. Resume included.

Applicable rates.

The rate is \$3,000

Dates of my availability.

I am available on the dates of January 4, 11, and 18.

I very much would appreciate the opportunity to work with the staff and the city council on your retreat.

CARY BOZEMAN

BIOGRAPHY

- From 2009 through December 2011, Mr. Bozeman served as CEO of the Port of Bremerton. His responsibilities included the management of two large marinas, an airport, and a large industrial park.
- From 2002 through June 2009, Mr. Bozeman served as Mayor of the City of Bremerton. Under his leadership, several downtown redevelopment plans were initiated including a makeover of Bremerton's waterfront area, now known as the Harborside District, and the foundation was laid for continued revitalization and growth. The City had 300 employees and a budget of \$110M.
- From 1996 through 2001, Mr. Bozeman was the Executive Director of the Olympic College Foundation. He provided leadership that resulted in the growth of Foundation assets from \$210,000 to approximately \$3.5 million. Also during this period, the Foundation raised \$1.5 million to help support the building of the new Haselwood Library.
- From 1994 to 1996 Mr. Bozeman was President of the Institute for Public Service, a consulting firm with a mission of reconnecting government to citizens and improving the manner in which municipalities serve the public.
- Mr. Bozeman served on the Bellevue, Washington City Council from 1976 through 1993. During that time, he was elected by the City Council to three terms as Mayor. Bellevue is the state's fourth largest city and is known as one of the most progressive cities in the United States. Under Mayor Bozeman's leadership it grew to become one of the most financially successful cities on the west coast.
- Mr. Bozeman was the President/CEO of the Boys & Girls Club of King County, Washington from 1985 to 1994. The organization serves 14,000 children with 10 branches throughout King County. Governed by a 75 member Board of Directors, it has 100 full-time employees, 200 part time employees, 3,000 volunteers and an operating budget of \$5 million.
- Mr. Bozeman received a B.A. in Education from the University of Washington and served a two-year teaching fellowship at the University of Washington Graduate School of Education.

HONORS

- Selected by the Seattle Municipal League as the outstanding public official in King County for 1993.
- Named by the Seattle times as one of the "Best of Puget Sound Regional Leaders" for 2003.
- Named by the Puget Sound Business Journal as one of the key newsmakers in 2003 & 2005.
- Awarded the Governor's 2004 Economic Development Award.
- Named by Seattle Magazine as one of the most influential people of 2007.
- Named the 2007 Public Official of the Year by the Washington State Chapter of NAIOP (National Assoc. of Industrial and Office Properties).

BOARDS and LEADERSHIP

- Runstad Center Advisory Board at the University of Washington
- Harrison Medical Foundation
- Pacific NW Salmon Center
- Washington Clean Technology Alliance
- Honorary board member of the Boys & Girls Club of Kitsap County
- Co-Chairman 2009 Kitsap United Way Campaign
- Chairman 2011 Kitsap March of Dimes Campaign

SIMPLIFYING *your*
organization with the
FUNDAMENTALS
of change

- 1 Vision is what our future looks like, and it requires imagination.
- 2 Discipline is the action plan that makes things happen.
- 3 Knowledge, a thirst for information makes us smarter.
- 4 We must believe our future depends on our choices, not our circumstances.
- 5 We must have a willingness to challenge our comfort zones.
- 6 We must be able to receive honest feedback and return it.
- 7 We need a passion to get better every day.
- 8 We need trusting partners.

Never doubt that a small group of thoughtful, committed citizens can change the world; indeed it's the only thing that ever has.

Margaret Mead

CARY BOZEMAN

Practiced Thinking for Stronger Organizations

360.337.9375

cary@carybozeman.com

www.carybozeman.com

705 Shore Drive
Bremerton, WA 98310

CARY BOZEMAN

*Practiced Thinking
for Stronger Organizations*



Meeting & Retreat Facilitator
for Municipal Government
and Non-profits



Cary's **GOALS** for
a **MEETING**
or **RETREAT**

- 1** Team building, learn to work together and be respectful of each other
 - 2** Identify the challenges
 - 3** Recommend changes to the operation
 - 4** Review last year's accomplishments and agree on the goals and objectives for next year
 - 5** Improve the organization
 - 6** Celebrate our victories
- 

There is **NO SUBSTITUTE** for **EXPERIENCE**

Chief Executive officer with the Port of Bremerton, June 2009 through December 2011

Mayor of Bremerton, 2002 through 2009

Under his leadership, several downtown redevelopment plans were initiated, including a makeover of the waterfront area now known as the Harborside District. The foundation was laid for continued growth and revitalization.

Bellevue Mayor / City Council, 1976 through 1993

During his time of service he was elected by the council to three terms as mayor of Bellevue. The fourth largest city in Washington, Bellevue is viewed as one of the most progressive cities in the country. Under Mayor Bozeman, it also came to be known as one of the most financially successful cities, too.

HONORS

- Selected by the Seattle Municipal League as the outstanding public official in King County for 1993
- Named by the *Seattle Times* as one of the "Best of the Puget Sound Regional Leaders" for 2003
- Named by the *Puget Sound Business Journal* as one of the key newsmakers in 2003 and 2005
- Awarded the Governor's 2004 Economic Development Award
- Received the Economic Development Champion award in 2004 from the Kitsap Economic Development Council
- Received the prestigious Hyas Tyee award from the Bremerton Area Chamber of Commerce in 2005
- Named by *Seattle Magazine* as one of the most influential people of 2007
- Named the 2007 Public Official of the Year by the Washington State Chapter of National Association of Industrial and Office Properties (NAIOP)

Executive Director of the Olympic College Foundation, 1996 through 2001

His leadership resulted in growth of the Foundation's assets from \$210,000 to approximately \$3,500,000. Also during this period the Foundation raised \$1,500,000 for the building of the Hazelwood Library.

President of the Institute for Public Service, 1994 through 1996

The Institute is a consulting firm with the mission of reconnecting government to citizens and improving the manner in which municipalities serve the public.

President / CEO of the Boys & Girls Clubs of King County, 1985 through 1994

The organization serves 14,000 children with 10 branches throughout King County. Governed by a board of 75 directors, it has 100 full-time employees, 200 part-time employees and 3,000 volunteers with an operating budget of \$5,000,000.



Our logo is the fern. Not only is it indigenous to the Pacific Northwest, across cultures all over the world it stands for resourcefulness, endurance, humility and sincerity toward others, all values we strive to practice every day. These are characteristics that make our approach effective.

Nhan Nguyen

From: Cary Bozeman [cary@carybozeman.com]
Sent: Wednesday, December 04, 2013 4:50 PM
To: Nhan Nguyen
Subject: RE: Request for Qualifications - City of Burien Council Retreat Facilitator

Yes, the fee includes my day of interviews. I will see if I can find some longview council names. It has been a few years since I have done any consulting work because the last ten years I was the mayor of Bremerton and the CEO of the Port of Bremerton.

Cary Bozeman
The Bozeman Group
"Creating Economically Viable Downtown Neighborhoods"

From: Nhan Nguyen [mailto:nhann@burienwa.gov]
Sent: Wednesday, December 04, 2013 3:35 PM
To: 'Cary Bozeman'
Subject: RE: Request for Qualifications - City of Burlen Council Retreat Facilitator

Thanks, Cary. Two questions:

- 1) Does your rate of \$3,000 include interviews with Councilmembers?
- 2) You mentioned your work with Longview City Council. Can you provide me a few Councilmember names as references?

Sincerely,

-Nhan

From: Cary Bozeman [mailto:cary@carybozeman.com]
Sent: Wednesday, December 04, 2013 10:56 AM
To: Nhan Nguyen
Subject: RE: Request for Qualifications - City of Burien Council Retreat Facilitator

Nhan,

Thank you for your call this morning asking for more clarification on my Retreat Facilitation format and my sense of the objectives of such a retreat.

1. First I interview each City Council member to be sure and understand what their interest and goals are for the coming year so we can be sure and get those on the discussion table. This gives everyone an opportunity to share with the other members about their interest, passions, objectives, concerns, and goals. It will lead to the members beginning to understand and respect each members thought process, how they come to decisions, and what information they might need to make those decisions.
2. Team Building. This process should allow each member to realize they are part of the Team, and much more powerful decisions can be made if the group listens to each other, is respectful, allows dissent, but in the end decisions get made and we move onto the next challenge.
3. I feel it is important as part of the discussion to break the session down into a discussion of Operational issues that come up during the interview where people have concerns that we Can get off the board during the retreat and then move on. We will also have a session on issues and opportunities that people want to have a more extended discussion on and that might lead to some agreement on goals to achieve in 2014.
4. We will also have a discussion on the Good Things that have been accomplished and our successes that we might build on.

5. I will also share with the group (if you believe this is something you want to do) my sense of Leadership and the fundamentals of bringing positive change to a community as well as the benefit of having a set of core values about how a group operates. We will discuss the idea of having a vision , that could lead to a plan that can executed by bringing appropriate partners to the table. This is a fun discussion and can help people understand how to best create change.

The objectives of the day are relatively simple. To listen to each other and understand more about each other so we can better work together. 2. To discuss important issues and ideas. 3. To make some decisions about projects we might want to consider for 2014 , and to walk away from the day feeling as if had been well worth our time . I am also willing during the course of the day sharing some examples of my own experiences in city government when appropriate.

Cary Bozeman
The Bozeman Group
"Creating Economically Viable Downtown Neighborhoods"

From: Nhan Nguyen [<mailto:nhann@burienwa.gov>]
Sent: Tuesday, December 03, 2013 8:06 AM
To: 'Cary Bozeman'
Subject: RE: Request for Qualifications - City of Burien Council Retreat Facilitator

Good morning Cary,

I got your proposal in the mail. We look forward to reviewing it.

Thank you,

-Nhan

From: Cary Bozeman [<mailto:cary@carybozeman.com>]
Sent: Monday, December 02, 2013 4:32 PM
To: Nhan Nguyen
Subject: RE: Request for Qualifications - City of Burien Council Retreat Facilitator

Ok. thanks.

Cary Bozeman
The Bozeman Group
"Creating Economically Viable Downtown Neighborhoods"

From: Nhan Nguyen [<mailto:nhann@burienwa.gov>]
Sent: Monday, December 02, 2013 4:04 PM
To: 'Cary Bozeman'
Subject: RE: Request for Qualifications - City of Burien Council Retreat Facilitator

Thanks, Cary. I haven't gotten one in the mail, but I can wait a day or two. If I don't see it by Wednesday, I'll let you know.

-Nhan

From: Cary Bozeman [<mailto:cary@carybozeman.com>]
Sent: Monday, December 02, 2013 4:02 PM



MARKETINGSOLUTIONS
research-based growth strategies

Andrew Ballard

Andrew Ballard is the president of Marketing Solutions, a Seattle area agency that develops research-based growth strategies for small and midsize organizations. He has over 30 years experience specializing in marketing research, strategic planning, brand development and revenue generation.

Ballard has been a professional strategic planning facilitator since 1993. He has led hundreds of organizations (private, public and nonprofit) through an effective planning process and productive retreats.

Andrew is also a respected author and educator. His articles on strategy have been published in business journals through all 50 States. His first book, entitled *Your Opinion Doesn't Matter*, recently released to rave reviews in both corporate and academic circles. In addition, he is a part-faculty member at the University of Washington School of Business.



Services for Public Jurisdictions

Marketing Solutions specializes in working with Municipalities, City Departments, Agencies and Counties. Strategic services include: **Marketing Research, Strategic Planning/Facilitation** and **Outreach Communications**.

Research:

- > Voice-of-the Customer Studies (interviews & focus groups)
- > Phone & Online Surveys (preference & perception)
- > Market Analysis & Feasibility Studies

Planning:

- > Visioning & Strategic Planning (M.O.S.T. approach)
- > Situation Analysis (SWOT & PEST)
- > Retreat & Work Session Facilitation

Outreach:

- > Brand Development (Organization and programs)
- > Communications Plans (internal & external)
- > Material & Media Production (including websites & video)

Andrew is a skilled facilitator. He ensures that everyone participates while keeping the retreat focused. In one day, Andrew led our Council through a process where they established their annual goals and arrived at consensus about the priorities.

~ John Marchione, Mayor, City of Redmond

Facilitation:

A facilitator can either make or break your meeting, work session or planning retreat. Engaging an experienced professional is crucial to ensuring an effective process to achieve positive participant experience and desired outcomes.



Facilitator:

Our principal, Andrew Ballard, is a seasoned meeting facilitator with over 30 years of professional experience. He has facilitated nearly 500 retreats and working sessions for public, private and not-for-profit organizations.

Ballard brings his energetic and engaging facilitation style to every meeting. He is masterful at maintaining positive group dynamics and keeping the group focused on the agenda and timeline. Andrew is also skilled at reading non-verbal cues.

Andrew effectively deals with disagreements in a constructive manner, and maintains positive group energy. His specialty is engaging all participants and bringing them to a shared consensus. Most importantly, he knows how to move the conversation from discussion to decision and agreement on action steps.

Meetings:

- > Strategic planning retreats
- > Visioning, mission & values exercises
- > Council and Administration retreats
- > Department working sessions
- > Situation analysis exercises
- > Brainstorming/painstorming exercises
- > Problem solving sessions
- > Focus and nominal group exercises
- > Citizen advisory councils

Preparation:

One of the most critical success factors to a productive session, one that achieves the outcome objectives, is pre-session preparation. Andrew works with governments to develop an appropriate agenda and prepare participants for a productive session.

Andrew Ballard's pre-retreat coaching helped us fine tune our agenda and prepare a diverse group for working together to establish a shared vision. Andrew kept us on track; we were able to accomplish amazing results in a short time."

~ Deanna Dawson, Executive Director, Sound Cities Association of King County



- Phone & online surveys (preference & perception data)
- Market analysis & feasibility studies
- Brand development (jurisdictions and programs)
- Communication plans (internal & external)
- Material & media production (including websites & videos)

3. Facilitation Format/Methodology

My planning, development and facilitation methodology differs based on the client's situation, objectives and budget. Some are standard Council retreats, typically half-day, full-day or two-day). Others have involved department heads and planners. Some have involved citizen input or involvement.

Most often I engage with City and retreat leaders by working backwards, from the desired outcome, to determine the necessary advance work, develop an appropriate agenda and a pre-retreat information packet for participants. Some planning processes involved pre-retreat research (see Services for Municipalities attachment).

4. Resumes of key personnel

Attached

5. Applicable rates

Rates vary based on the number of pre-retreat meetings, research, and other advance work that is necessary to assure an engaging and productive retreat. Typically my retreat half-day rate is \$1,750, full-day \$2,500 and two-day at \$4,250; travel and lodging (if necessary) are in addition to the day rate.

6. Date(s) of your availability (January 4, 11 and/or 18)

As of 11/21/13, I am available all three dates.

7. Retreat Format Recommendation

With four of the seven council members entering their first term, I recommend a short team building exercise at the beginning of the retreat (there are many to choose from, both verbal and kinetic). In addition, to produce a shared vision or plan, I suggest a nominal group process to build an enduring consensus. This approach values contributions from both multiple and first term Councilmember's.

I would be very happy to schedule an initial phone meeting to discuss more details base on your City's objectives. Thank you for the opportunity.

Proposal

Client: City of Burien
Project: Council Retreat Facilitation
Timeline: January 2014
Budget: TBD

1. Relevant experience

With over 30 years experience, I have facilitated nearly 500 planning retreats and working sessions; over 150 of those facilitations have been for government. I specialize in working with Cities, Counties, government departments and agencies. Many of those retreats have been with electeds. I have worked with both Mayoral and City Manager run Municipalities. I have also developed and facilitated Council retreats with and without department heads.

Retreat Clients Include:

- Sound Cities Association
- City of Kent
- City of SeaTac
- City of Redmond
- City of Lynnwood
- City of Lake Stevens
- Snohomish County
- Snohomish County Department of Human Services
- Workforce Development Council of Snohomish of County
- Economic Alliance of Snohomish County

2. Services provided

- Council and administration retreats
- Department working sessions
- Citizen advisory councils
- Voice-of-the citizen studies
- Visioning, mission & values exercises
- Situation analysis exercises (SWOT/PEST)
- Brainstorming/painstorming exercises
- Problem solving sessions
- Focus and nominal group exercises

Nhan Nguyen

To: Andrew Ballard
Subject: RE: Request for Qualifications - City of Burien Council Retreat Facilitator

From: Andrew Ballard [<mailto:andrew@mktg-solutions.com>]
Sent: Thursday, December 05, 2013 6:09 PM
To: Nhan Nguyen
Subject: RE: Request for Qualifications - City of Burien Council Retreat Facilitator

Hi Nhan:

Yes, that additional work would require a higher fee. In addition, in over 300 retreats, I've never had to interview an entire Council. Typically the council president or mayor and or city manager represent the council in the interview, and then report back to the Council and present my draft agenda.

I would highly suggest you follow that protocol. Interviewing seven council members will generate seven different views of how to conduct a retreat. I assure you that won't work. It is my hope that my recommendation is reasonable to your council.

To respond to your other request, retreat format and team building:

Retreat Format – as I mentioned during our phone meeting, the final format will be determined by the interview. That being said, I incorporate a nominal group process that gathers input from all participants; I then facilitate a process to bring the group to a shared consensus on their priorities. This is a proven effective way to focus on what is most impactful.

Team Building Exercises – The morning exercise could be “Blocks” which is a kinetic and interactive exercises based on breaking the participants into teams that work together to build a three dimensional structure based solely on verbal clues. This exercise brings people together and on a level playing field. I've used this exercise during several Council retreats, and it is always very well received. I suggest the lunch time exercise be more of a “get to know each other” process. A very popular exercise is 2 Truths and 1 Lie. We go around the room and each participant shares 2 truths about themselves and 1 lie. The rest of the group tries to guess which their lie is. I facilitate this exercise and there is always a good deal of laughter. It is fun and informative.

Best,

Andrew Ballard
425-337-1100



STATEMENT OF QUALIFICATIONS

Neil L. Aaland, AICP

Aaland Planning Services, Inc.

5506 Cheri Estates Ct. SE

Olympia, Washington 98501

(360) 791-8905; neil@aalandplanning.com

www.aalandplanning.com

Qualifications Summary

- *Over thirty years of professional and managerial experience in local and state government planning and policy*
- *Land Use Hearing Examiner Services for local governments*
- *Local government planning experience in comprehensive planning, growth management planning, permit review, regulatory reform implementation, shoreline planning, watershed plans*
- *State level experience in developing statewide regulatory reform rules, SEPA/GMA integration, shoreline management update rules, managing grant programs*
- *Management experience in multiple state and federal grant programs*
- *Executive level management experience in two different state agencies*
- *Many years of experience in facilitation, public presentations and training*

Professional Registration

American Institute of Certified Planners (AICP)

Services Offered

Specializing in planning and policy services to local and state government: • Long-range planning • Current planning • Land Use Hearing Examiner • Environmental planning • Watershed and special area management planning • Meeting facilitation

Credentials

M.A., Geography (urban and environmental planning) – Bowling Green State University, Ohio (1981)

B.A., Sociology – Humboldt State Univ., California (1979)

Employment History

2006-	Aaland Planning Services, Inc.
2004-2006	Washington Interagency Committee for Outdoor Recreation/Salmon Recovery Funding Board (Assistant Director)
1994-2004	Washington Department of Ecology (Senior Planner, Section Manager, Senior Manager)
1994	Kauai County Planning Department, Hawaii (Deputy Director)
1989-1994	Washington Department of Ecology
1984-1989	Thurston Regional Planning Council
1981-1984	Grays Harbor County Planning Dept.

Key Experience

Facilitation/Policy Development for the Washington Department of Ecology's SEPA Rules amendments

Ecology was directed by the 2012 legislature to amend the SEPA Rules in several key areas. I was hired to facilitate an Advisory Committee made up of key stakeholders, assist in

researching and developing rule language, and advise and assist the agency in the rule adoption process.

Sign Code Review/Amendment for Jefferson County, Washington

A portion of Jefferson County's sign code was invalidated by a superior court decision. I was hired to review the code and the legal issues associated with it, work with the planning commissioner, and recommend changes to bring it into compliance with federal and state law.

Facilitation: Habitat Effectiveness Monitoring Workshops

I facilitated a set of three all-day workshops in Vancouver, Washington. The goal was better alignment of the monitoring programs for assessing the effectiveness of different monitoring programs being conducted by federal, state and local agencies. This was under a contract with the Washington State Recreation and Conservation Office (RCO).

Facilitation: Chelan County Large Wood Workshop

Placement of large wood in streams and rivers is an increasingly large component of salmon habitat restoration projects. In some areas, this has become controversial. I was hired by the Upper Columbia Salmon Recover Board to facilitate a two-day workshop in Wenatchee aimed at providing information to concerned citizens, and facilitating discussion by local, state and federal agencies in comparing their policies and regulations. Over 100 people attended.

Policy Consultant – Washington State Association of Counties (WSAC)

I provide staff support and policy development services for various WSAC projects, including:

- Supporting eastern Washington county commissioners involved in the **Columbia Basin Water Supply Development Program**, developing policy positions on various topics related to the program and providing other support as requested;
- Supporting Puget Sound County Commissioners in helping them participate in the development of the **Puget Sound Action Agenda**, aimed at restoring and protecting Puget Sound ecosystems;
- Representing counties and cities in working with FEMA to respond to the **Floodplain Management Biological Opinion (Bi-Op)**, and
- Representing counties in the state's Integrated Project Review and Management Tool (I-PRMT) development process.

Policy Consultant – Association of Washington Cities (AWC)

I provided similar support to AWC as an element of my work on Puget Sound issues with WSAC. I coordinated regular briefings and conference calls with city members, represented AWC in several Puget Sound Partnership venues, and serve as an information source for members.

Project Manager for Department of General Administration (GA)

The Department of General Administration hired me to manage a project to research and prepare a report on disposal of three properties in downtown Olympia owned by the Department of Fish and Wildlife (DFW). Reporting to the GA Director and working with GA staff, I met weekly with a Steering Committee and managed a process that included stakeholder outreach, working with local officials from the Port of Olympia, City of Olympia, and LOTT Partnership. The result was a final report that outlined issues associated with the properties and options for disposal. The recommended approach was a phased transfer of properties to the three local governments with provisions for long-term capture of revenues.

Land Use Hearing Examiner

I have fifteen years of experience serving as the land use hearing examiner for four cities. Types of cases reviewed include rezones, variances, conditional uses, plats, appeals of administrative decisions, and other delegated cases (including serving as hearing officer for a city's seizure of property used in methamphetamine delivery). The four jurisdictions generally provide that decisions of the examiner are final, with no review by the city council.

Facilitation and Rule Adoption Services for Growth Management Act State Rule Update
The State Department of Commerce (formerly CTED) hired me to facilitate public meetings and workshops for the GMA Rule update conducted from 2007 - 2010, and advise them on rule adoption procedures. Duties included facilitating stakeholder small group discussions and developing rule language. I also served as hearing officer for the final public hearings required to complete the rule revision process.

Policy Development for Salmon Habitat Restoration Grant Program - Salmon Recovery Funding Board (SRFB)

I developed the policy basis for the 2007 SRFB grant round. This was modeled upon previous work I did as the Assistant Director for Grant Services. In 2006 the grant program changed from a locally focused process to a regional process, implementing six regional plans rather than 26 localized plans. I worked with a variety of stakeholders to develop acceptable policy and procedures.

Growth Management Act compliance for the City of Shelton

Shelton needed to update various development regulations to comply with GMA requirements. I prepared revisions to the subdivision ordinance and provisions for essential public facilities, developed a new forest practices ordinance, prepared the overall resolution documenting the update process, and prepared the SEPA documentation.

Evaluation of Ecology's "Watershed Characterization" Process

As a contractor to the Department of Ecology, I provided independent review and evaluation of the watershed characterization process currently being used by Ecology's Shorelands and Environmental Assistance Program to assess the status of environmental processes. I interviewed local government staff and private consultants who have used the process, and prepared my own evaluation of how well the process works. A final report was prepared (currently under preparation by Ecology for posting on their website).

Small Town Planning Consultant

I provided planning services for five years to a small town that was beginning to experience growth but had no permanent planning staff. Specific work included helping with initial GMA compliance, drafting comprehensive plan elements including a housing element; representing the town in a joint project to develop a Critical Areas Ordinance for several small towns; and reviewing permits and SEPA documentation as needed.

References

Dan Silver, Owner/President
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Olympia, WA 98501
(360) 754-9343
danieljsilver@msn.com

Carl Schroeder, Government Relations Advocate
Association of Washington Cities (AWC)
1076 Franklin Street SE
Olympia, WA 98501-1346
Phone: 360-753-4137
carls@awcnet.org

Eric Johnson, Executive Director
Washington State Association of Counties (WSAC)
206 10th Avenue SE
Olympia, WA 98501
(360) 753-1886
ejohnson@wacounties.org

Additional references can be provided upon request.

**Statement of Qualifications
Burien City Council Retreat Facilitator
Aaland Planning Services
December 2, 2013**

Overview: Neil Aaland, Owner/President of Aaland Planning Services, is an experienced facilitator with over 32 years of experience in the state of Washington. He has served as a facilitator for many contentious and complex issues. He has also presided over numerous public hearings in his role as a land use hearing examiner, and has trained as a professional mediator.

Neil is located in Olympia, Washington.

Responses to Questions:

1. *Relevant Experience*

Neil has served as facilitator for a number of projects in Washington State. This has included facilitating advisory committees, groups with membership from elected officials and executive levels of agencies, public workshops, and public hearings. He has significant experience in working directly with city and county elected and appointed officials. Relevant experience includes:

- a) SEPA Advisory Committee: Served as facilitator for a multi-party stakeholder Advisory Committee advising the Washington Department of Ecology (Ecology) in revising the State Environmental Policy Act (SEPA) Rules. He advised Ecology on how to establish and structure the Advisory Committee, developed the schedule, and facilitated the overall Advisory Committee as well as several workgroups.
- b) Columbia River Policy Advisory Group (PAG): Neil recently took over facilitation of this ongoing group (in existence since 2006). The PAG is a 25+ member multi-stakeholder Advisory Group advising Ecology on implementing the Columbia River Water Supply Development Program (RCW 90.90.), which was adopted by the legislature in 2006. The legislation directs the Department of Ecology to move aggressively in seeking new water supplies in eastern Washington.
- c) Strategic Planning for IAC (now RCO): Facilitated a two-day strategic planning retreat for the Interagency Committee for Outdoor Recreation. The aim was to better integrate salmon recovery grant processes with recreation grant processes, both managed by the same agency. Neil designed a pre-retreat questionnaire, presented results, and fostered discussion about present and future outcomes. A follow-up session was held to finalize a future task list.
- d) Policy Consultant for Association of Washington Cities (AWC) and Washington State Association of Counties (WSAC): Neil has provided policy

services to both local government associations over a number of years, on issues ranging from coordinating local government response to Puget Sound Partnership issues, Stormwater Work Group participation (workgroup aimed at a regional Stormwater monitoring program), and implementing the Floodplain Biological Opinion. This work has required significant work with local elected officials.

Relevant training that Neil has taken includes 40 hours of training in mediation (2012), enhanced by several multi-day workshops in facilitation techniques, including multi-party facilitation.

2. *Services Provided*

Neil provides a number of services to clients:

- Meeting facilitation for advisory groups and public workshops
- Land use/environmental planning for cities and counties, including ordinance development and Growth Management Act compliance
- Land Use Hearing Examiner services
- Project management services including research/writing/stakeholder involvement

3. *Facilitation Format/Methodology*

A proposed draft agenda is attached. This agenda has two general goals. First, explore how the council will work together and with city staff. Second, review challenges and opportunities likely to be faced in the coming year – building on the existing strategic vision of the city. In general, the structure of the retreat would be:

- Discuss what the council and city staff each need from the other to be effective
- Review past successes and challenges
- Explore upcoming opportunities and challenges
- Identify strategies to address challenges and take advantage of opportunities

The following steps are anticipated:

- a) Neil will work with the City manager's office to finalize details for the retreat, including an agenda. This includes reviewing available information on issues facing the city of Burien, including past successes and challenges. As needed, and in coordination with the city, background information for the retreat may be prepared.
- b) Neil will conduct phone interviews with individual City Council members to discuss their ideas and issues. This will help to understand the issues from different perspectives going into the first meeting. This step may include a follow-up questionnaire to help frame the agenda and issues to discuss.
- c) Neil will attend and facilitate the retreat. His approach to facilitation is to:
 - A. Ensure that all parties have an opportunity to be heard

- B. Allow the pros and cons of different approaches to be on the table
- C. Assist participants in deciding how to move forward
- d) A report will be prepared summarizing the retreat, in coordination with the city manager's office, and presented to the City Council at a meeting following the retreat. Ideally, this will occur within 2-3 weeks. The report will include the following:
 - a. Description of the retreat
 - b. Background information presented at the retreat
 - c. Identification of issues, options, and recommendations for the future
- e) At the discretion of the city, Neil will be available to assist the City Council in future discussions or deliberations related to implementing any recommendations in the report.

4. *Resume of Key Personnel*

Neil Aaland will be providing services for this retreat. See his attached Statement of Qualifications (SOQ).

5. *Applicable Rates*

Neil's billing rate is \$140 per hour.

6. *Available Dates*

The RFQ identified three possible dates in January. I am available for one of them – January 11.

Note: I am using the following assumptions:

- a) Meeting logistics will be handled by the City of Burien, including arrangement of a meeting room and provision of lunch and refreshments.
- b) Any copying and distribution of meeting materials will be handled by the City of Burien.

**Proposed Agenda
Burien City Council Retreat**

- 9:00 am** Welcome and introduction to the agenda [facilitator]
- 9:15 am** Check-in: what do council members want out of this retreat?
- 9:30 am** What is needed to be an effective City Council? [brainstorming]
- What do the city council members need from staff and the city manager to do their jobs?
 - What do the city council members need from each other?
 - What does the city manager need from council members in order to do his or her job?
 - What are the characteristics of effective working relationships between council and staff?
- 10:30 am** **Break**
- 10:45 am** Presentation and discussion:
- What did the facilitator hear in the pre-retreat discussions?
 - What do existing city documents (e.g. existing Council goals, draft economic strategic plan) inform this workshop
 - What recent challenges have been faced by the city?
 - What previous successes?
- 12 noon** **Lunch**
- 1:00 pm** Discussion: What are the current challenges and opportunities facing the city? [brainstorming]
- 2:00 pm** Discussion: Select several topics from the day's discussion and discuss how the city could move forward on them
- 3:00** Wrap-up and next steps
- Agreements from the day
 - Evaluation: How did the retreat work for participants?
- 3:30** Adjourn



Nhan Nguyen
Management Analyst
City of Burien, WA
VIA EMAIL at nhann@burienwa.gov
December 2, 2013

Dear Nhan:

Thank you for your request that I submit this proposal to conduct an upcoming City Council retreat. I trust that we have fully responded to all items. However, in the event that you have any additional questions, please feel free to contact me on my cell at 214-676-1691.

Response to Specific Items in RFQ

1. **Relevant experience leading City Council Retreats, with a particular emphasis on City Council and City Manager Roles and Responsibilities and Team Building**
 - a. SGR is one of the leading providers of City Council retreats in the nation. We have developed a unique strategic visioning cycle designed specifically for Council Manager form of government cities, which creates a practical and successful rhythm for merging the different dynamics of healthy governance and team building with practical goal setting into a single coherent process. This process recommends two retreats per year with one occurring immediately after elections focusing on governance processes (including roles and responsibilities) and team building, and a second one which occurs mid-year, and is focused on pragmatic goal setting. This rhythm has proven to create a very healthy and productive coherent strategic visioning cycle that produces results. Although, there is no obligation to continue with the second retreat.
 - b. In addition to conducting numerous City Council retreats, Ron Holifield is a regular speaker for city managers and to elected officials on effective governance practices and related topics. Recent annual conference speaking engagements have included: Washington City Manager's Association, Tennessee Municipal League, Missouri Municipal League, Texas City Manager's Association, and many more.
 - c. SGR produces a weekly Legacy Leadership newsletter specifically designed for elected officials who want to leave a legacy, and over 1,000 elected officials subscribe to it.
 - d. SGR conducts approximately one city council retreat every month. Recent City Council Retreats have been conducted for:
 - i. City of Bainbridge Island, Washington, Doug Schultz, City Manager
 - ii. City of Lee's Summit, Missouri, Steve Arbo, City Manager
 - iii. City of Plano, Texas, Bruce Glasscock City Manager

2. Services Provided

- a. SGR will provide the following specific services related to this city council retreat:
 - i. SGR will conduct advance individual interviews of the Mayor and Council and key staff. The questions will be determined in consultation with you, but will be open ended and designed to solicit insight into perceptions regarding Core Beliefs, Mission, Vision and Governance Practices, including roles and responsibilities, as well as any perceived disconnects, recommended changes in direction, course or implementation. An emphasis will be on governance practices and operating standards for the Council Manager form of government.
 - ii. The interview results will be incorporated into the retreat materials to ensure that the retreat effectively addresses the specific issues of concern of the Council.
 - iii. SGR will provide advance leadership assessments to each Council member and key staff members via electronic links.
 - iv. SGR will review and evaluate the City Council Governance Policies.
 - v. SGR will evaluate all results of items i, ii, iii and iv, and do all advance preparation for the retreat to ensure that it is a custom event designed specifically around your unique dynamics.
 - vi. SGR will facilitate the retreat. Details of the retreat facilitation format are included in item 3 below.
 - vii. SGR will produce a post retreat report, if requested.

3. Facilitation Format/Methodology

- a. Advance work as detailed in item 2 above will be conducted in preparation.
- b. We will begin with breakfast at 8 am. While the Council is eating breakfast, we will present the advance interview results so that Council can see and hear what they have to say about the issues explored. The results are presented in aggregate format with confidentiality as to who said what.
- c. This will be followed at 8:45 by discussion of the major themes and trends in the interviews, and practical implications for building a more effective governance culture.
- d. At 9:30 am, we will do a presentation on Effective Governance Practices, including roles and responsibilities of the Mayor, Council and City Manager.
- e. At 10:30 we will take a break.
- f. At 10:45 the Mayor and Council will take SGR's Governance Practices Polarity Assessment which is designed for the Mayor and Council to self-assess their governance health, followed by an interactive discussion of the real world implications of the results.
- g. At 12 pm we will take a break while lunch is being served.
- h. At 12:30 Dr. Mike Mowery will present the results of the leadership style assessment each of the Council members and key staff have completed in advance.
- i. At 2:30 we will take a break.
- j. At 2:45 Ron Holifield will facilitate a discussion designed to achieve consensus on Mayor, Council and City Manager roles and responsibilities and practical implementation of such.
- k. At 3:45 Dr. Mike Mowery will facilitate a discussion designed to achieve consensus on changes in governance practices to ensure the highest quality of team effectiveness possible.
- l. Adjournment at 5 pm.

Ronald Mack Holifield

Strategic Government Resources, P.O. Box 1642, Keller, Texas 76248
Cell: 214-676-1691, Ron@GovernmentResource.com

PROFESSIONAL HISTORY

Strategic Government Resources – Owner & CEO January 1999 to Present

- Owner and CEO of this strategic management firm, helping local governments recruit, assess and develop innovative leaders. Clients have included over 350 local governments as well as NASA, TXU, Oncor, Accountability International, SportsCenter, Pro Players Foundation, HVJ Engineers, Waste Management and others.
- SGR is the largest provider of live and online training in the nation designed specifically for local government, training over 1,000 local government employees every month in 41 states.
- As CEO of Strategic Government Resources, I have been interviewed and/or quoted by various news publications and media outlets on issues related to local government. These publications include: National Public Radio, Texas City Manager Magazine, Texas Town and City, Government Technology Magazine, GovWire Online Magazine, Federal Computer Week Magazine, CIO Magazine, Dallas Morning News, Dallas Business Journal, Plano Star Courier, DFW Tech Biz, Today Newspapers, Focus on the News, D Magazine, International Association of Chiefs of Police Journal, WOAi TV and KRLD and KTET Radio, as well as the ABC and NBC affiliates in Tulsa and WAMU radio in Washington, DC.

Government Relations Specialists – Owner & CEO August 1996 to September 2001

- Owner and CEO of this 20 year old governmental consulting firm, specializing in representing businesses doing business with government and in legislative advocacy efforts.
- During my tenure as owner and CEO, the business doubled in size, becoming the 49th largest lobby firm in Texas, after which I sold it to one of my employees so that I could focus more of my efforts on the launch of SGR.
- Major clients included American Express, Aramark, Automated Licensing Systems, Children's Comprehensive Services, IBM, Quorum Health Group, Library Systems and Services, PeopleSoft, SCT, Space Imaging, TXi, Verizon, and Xerox as well as many other Fortune 500 firms.

**City of DeSoto, Texas – City Manager
October 1994 to August 1996**

- City Manager of this highly diverse suburban community, located 20 minutes south of downtown Dallas.
- I was hired to lead a rapid cultural change at City Hall, with a specific challenge to transform the organization from one known for being highly bureaucratic, stagnant, and ineffective in economic development, into one known for being aggressively customer service driven, highly successful in the economic development arena, and operating in a very cost effective manner.
- Significant accomplishments in Economic Development:
 - Named by Texas Business Magazine as a top 20 Texas city to relocate a business.
 - Named by Texas Business Magazine as one of the “Best Run Cities in Texas.”
 - Named by Texas Outlook Magazine as a top 25 city for economic development.
- Other significant achievements:
 - Dramatic improvements in all financial operating systems.
 - Complete overhaul of the city’s personnel systems.
 - Implementation of the city’s first comprehensive long range CIP.
 - Substantial increases in the city’s fund balances.
 - Increase in commercial building permits in excess of 1,000% over previous year.
 - Lowest crime rate of any major city in the Dallas-Fort Worth Metroplex.

**City of Garland, Texas – City Manager
November 1991 to June 1994**

- City Manager of this rapidly growing city, which owns and operates an electric production and distribution system, a regional wastewater treatment system, a regional landfill, and a heliport, and offers a variety of social services and strong cultural arts. The ninth largest city in Texas, Garland’s population was in excess of 220,000 with over 2,300 employees, and an annual operating and capital budget in excess of \$350 million.
- I was hired in 1991 to take this very traditional manufacturing-based community and rapidly position it as a statewide leader, transforming its one-dimensional image and reputation as a blue-collar suburb into that of a leading first tier city.
- Specific City Council goals established and achieved during my tenure include:
 - *Financial Management* – Strengthen the financial position of the City, and overhaul the City’s financial and budgetary systems to make them more accountable and understandable; make Garland’s cost of services more competitive with area cities; minimize dependence on debt; and, operate City utilities as if they were private enterprises.
 - *Economic Development* – Reinvigorate the City’s economic development program, positioning Garland as the statewide leader in demonstrating that

strong environmental policies and strong economic growth efforts are compatible; and enhance citywide housing and neighborhood standards.

- *Quality of Life* – Provide Garland with a national profile in the Arts; dramatically improve Garland's commitment to basic infrastructure repair and replacement; make Garland the safest city in the Metroplex; and, revitalize downtown.
- *Organizational Excellence* – Establish an organization whose diversity reflects the community; establish routine evaluation of privatization alternatives; introduce benchmarking as the basis for effective performance measurement; dramatically improve citizen communication and trust in the integrity of local government; create an innovation-minded organization, known for a results-orientation, and capable of overcoming traditional bureaucratic mind-sets and obstacles.

**City of Plano, Texas – Assistant City Manager, Assistant to the City Manager
November 1986 to November 1991**

- Served in a variety of capacities in this rapidly growing, premier city, including: Assistant City Manager of Community Services, Assistant City Manager of Administration, Acting Assistant City Manager for Development, and Assistant to the City Manager.
- Significant accomplishments while with Plano include:
 - Designed a program that doubled mid- and upper-level management minority and female representation in four years.
 - Designed a Disadvantaged Business Purchasing Program that dramatically increased minority business contracts without quotas.
 - Served as Project Manager for a \$19.5 million Civic Center Project, bringing it in \$2 million under budget.
 - Assisted in negotiating details of the JC Penney headquarters relocation from New York City to Plano.
 - Created Plano's first Convention/Visitor's Bureau that exceeded year six sales and bookings projections in the first year.
 - Initiated Plano's first Neighborhood Integrity Program.
 - Creatively designed construction projects for EDS and JC Penney to achieve a \$750,000 sales tax windfall for the city.
 - Designed an Employee Wellness Program which resulted in participant health care costs equaling only one-third those of non-participants.

**City of Farmersville, Texas – City Manager
1984 to 1986**

- First City Manager of this full service city, which operates an electric distribution system and two city lakes.
- Major achievements were in the areas of growth management, infrastructure improvements and municipal finance.

**City of Sundown, Texas – City Manager
1982 to 1984**

- City Manager of this full service city, which operates a natural gas distribution system and a municipal golf course.
- Major achievements were in the areas of economic development, public/private partnerships, infrastructure improvements, and municipal finance.

**City of Lubbock, Texas – City Administrative Intern to the City Manager
1981 to 1982**

- Administrative Intern to the City Manager of this major city, which operates a municipally owned electric utility.
- Primary accomplishments were in the area of performance measurement.

EDUCATION

- Texas Tech University – Masters of Public Administration
- Abilene Christian University – Bachelor of Arts, Government Major / Student Association President

MAJOR AWARDS for Municipal Organizations Managed

- 3CMA Economic Development Marketing Campaign Savvy Award Certificate of Excellence for International Development and Local Realtor Ads - Garland
- International Association of Chiefs of Police, Excellence in Policing Award for Neighborhood Service Team - Garland
- Finalist, Governor's Environmental Excellence Award - Garland
- Texas Natural Resource Conservation Commission Award for Excellence - Garland
- American Society of Landscape Architects, Texas Chapter, Environmental Stewardship Award for Garland's Spring Creek Forest Preserve - Garland
- Dallas Business Journal, "Metroplex Real Estate Deal of the Year (Existing Building)," – Garland
- Dallas Business Journal "Metroplex Real Estate Deal of the Year (New Construction)," - Garland
- GFOA Award for Distinguished Budget Presentation, every year, 1987-1996
- GFOA Certificate of Achievement for Excellence in Financial Reporting, 1987-1991

PROFESSIONAL PARTICIPATION

- Author, "the 16%" weekly blog, 2013
- Author, "Fourth Dimension Leadership", 2010
- Member, International City/County Management Association (ICMA), 1982-present
- Member, Texas City Management Association (TCMA), 1982-present
- Member, Texas Municipal Human Resources Association, 2006 - present
- Member, Governmental Finance Officers Association, 2010 - present

PREVIOUS PROFESSIONAL PARTICIPATION

- Author of a Monthly Column in Texas City Manager Magazine on "Innovations that Make a Difference"
- ICMA Task Force on Employment Agreements
- ICMA Management Innovations Panel
- ICMA Conference Evaluation Committee
- ICMA/Innovation Groups National Management Practices Panel
- Author, "The Public Executive's Complete Guide to Employment Agreements", book published by ICMA and the Innovation Groups
- Texas Innovation Groups Executive Committee
- Author, "Crossing Department Lines – Garland's Neighborhood Service Team", article published in the International Association of Chiefs of Police National Journal
- Author, "Redefining Thinking, Structures and the Rules of the Game in Government", article published in Texas Town and City Magazine
- Contributor, State Comptroller Bob Bullock's handbook for municipalities: "Standard Financial Management System for Texas Cities"
- Texas Municipal League Advisory Committee on Legislative Affairs – Personnel Issues
- TCMA Ethics and Professional Standards Committee
- TCMA Annual Conference Committee

SPEAKING ENGAGEMENTS

- National Public Employers Labor Relations Association Annual Conference, 2013
- American Public Works Association Regional Conference, 2013
- Texas Recreation and Parks Association Annual Conference, 2013
- Colorado City County Management Association Annual Conference, 2013
- Kansas City County Management Association Annual Conference, 2012
- National Parks and Recreation Management School, 2012

- Texas City Management Study Group, 2012
- International City County Management Association Annual Conference, 2012
- National Procurement Institute, 2012
- Missouri Municipal League Annual Conference, 2012
- Texas City Clerk's Association Annual School, 2012
- Texas County Clerk's Association Annual School, 2012
- Kansas Governmental Finance Officers Association Annual Conference, 2011
- Texas City Management Association Annual Conference, 2010
- Public Risk Management Assoc. Annual Conference, 2010
- Oklahoma City Manager's Association Annual Conference, 2010
- Northwest States City Management Association Annual Conference, 2010
- Ohio City/County Management Assoc. Annual Conference, 2009
- West Texas City Management Association Annual Training Conference, 2009
- Texas Municipal League Regional Meeting, 2009
- Texas Municipal Human Resources Association Annual Nuts and Bolts Conference, 2009
- East Texas City Management Association Annual Training Conference, 2008
- East Texas City Management Association Annual Training Conference, 2007
- International City/County Management Association Conference, 2006
- Certified Public Manager Program, 2006
- North Texas Municipal Clerks Association Management Institute, 2006
- City of Carrollton, Texas, Leadership Academy, 2006
- City of Arlington, Texas, Leadership Academy, 2005
- Urban Management Assistants of North Texas Annual One Day Conference, 2005
- Leadership Southwest, 2004, 2006, 2008
- International City/County Management Association Annual Conference, 2003
- Keynote Speaker (along with the Deputy Secretary of Defense), Government Electronics and Information Technology Association Information Technology and Defense Electronics Forecast Annual Conference – State and Local Homeland Security, 2002
- Transforming Local Government Conference, 2001
- National Association of Counties Annual Conference, 1999
- World Services Congress – Building Public Private Partnerships, 1999
- Central Texas City Management Association, 1999
- Carolinas-Virginia Hospital Trustee/Physician Conference, 1999
- Quorum Ohio CEO Conference, 1999
- Chairman of the Board In-Service Training, Quorum, 1999
- Quorum Foundations for the Future, 1999
- Quorum Chairman of the Board Training, 1998
- International City County Management Association, 1998
- Iowa Municipal Management Institute, 1997
- Quorum Foundations for the Future, 1997
- Quorum Board of Trustees Training, 1997

- Urban Management Assistants of North Texas, Conference of Minority Public Administrators, and National Forum for Black Public Administrators Joint Workshop – 1996
- Innovation Groups Regional Conference, 1996
- Texas City Management Association Annual Conference, 1996
- Florida City/County Management Assoc. Annual Conference, 1996
- North Carolina City/County Management Association Annual Conference, 1996
- Quorum Foundations for the Future, 1996
- International City/County Management Association Conference, 1996
- Texas City Management Association Conference, 1995
- Kansas Innovation Groups Regional Workshop, 1995
- City-County Communications & Marketing Association National Conference, 1994
- National League of Cities Innovations in Government National Conference, 1994
- Innovation Groups Regional Workshop, 1994
- Texas Foundation for the Improvement of Local Government Institute, 1994

OTHER HONORS AND ACTIVITIES

- American MENSA member
- Distinguished Alumni, Abilene Christian University
- Abilene Christian University Public Administration Visiting Committee
- Texas Tech University, Center for Public Service, Alumni of the Year



Dr. Michael Mowery
SGR Director of Leadership Development
(817) 223-7320
mmowery@governmentresource.com

Dr. Mike Mowery serves as the Director of Leadership Development for Strategic Government Resources. Mike has studied leadership for over 20 years and is experienced in guiding local governments in strategic visioning, building effective teams, and overcoming obstacles to improve and enhance organizational health. Mike joined SGR in 2011.

A graduate of Baylor University, Southwestern Baptist Theological Seminary, and Golden Gate Baptist Theological Seminary, Mike began his career in ministry and has lead churches with memberships from 50 to over 3,000 in developing leaders through coaching, mentoring, and training.

A dynamic public speaker, Mike is experienced in leading City Council retreats, facilitating Community Engagement Meetings, and is a regular presenter of SGR leadership classes. Mike speaks at state-wide events as well as national and state conferences in Brazil.

Mike is the creator and presenter of SGR's Next Generation Leader training program and leads other workshops and classes including Building Better Leaders, Building the Great Workplace, and Overcoming the 5 Dysfunctions of a Team. Mike has helped develop and redefine SGR's Strategic Visioning Process used in city council retreats. He is currently working on his next leadership series for SGR, Making Millennials into Managers.

Mike provides one on one coaching for leaders in local government and has a passion for seeing leaders grow, excel, and provide outstanding leadership to their organizations. A certified facilitator of IOPT Survey, a validated tool for organizational engineering processes, Mike is also trained in facilitation methods by the Institute of Cultural Affairs (ICA).

PROFESSIONAL ACCOMPLISHMENTS

Facilitation & Strategic Planning

- Experienced in leading Council Retreats and facilitating Community Engagement Meetings
- Helped Develop and Refine SGR Strategic Visioning Process used in numerous City Council Retreats
- Certified Facilitator of IOPT Survey, a validated tool for organizational engineering processes
- Trained in Facilitation Methods by The Institute of Cultural Affairs (ICA)
- Experienced Facilitator of "Overcoming the 5 Dysfunctions of a Team" Workshop
- Creator and Presenter of "Next Generation Leader" Training Material for City of Grapevine
- Experienced Facilitator of "Building Better Leaders" Executive Book Briefings
- Regular Presenter of SGR Leadership Classes
- Experienced Facilitator of "Building the Great Workplace," a workshop for management teams
- Experienced Presenter at Leadership Conferences on "Overcoming the 5 Dysfunctions of a Team"

Leadership Experience

- Experienced in starting organizations from ground up through networking, referrals, personal relationships, and public presentations.
- Specialist in consultative approach through discovering needs, presenting solutions, and influencing individuals and groups toward a positive decision.
- Experience in leading churches of various sizes (from 50 to over 3,000) and in using leadership and management skills appropriate for the context.

Leadership Development Experience

- Managed staff of 10 direct reports, plus 20 additional indirect reports, enabling them to provide outstanding leadership and service.
- Recruited, trained, managed, and coached staff of 7 leaders.
- Developed and revised curriculum for SGR used in training leaders, building effective teams, and coaching and mentoring.
- Experienced in helping management teams through the process of overcoming obstacles, creating synergy, and developing health and effectiveness within their organizations.
- Experienced in providing one on one coaching to leaders in local government

Teaching & Motivational Speaking

- Developed material for small group meetings to recruit new members.
- Extensive experience in research, writing and presenting training material used to develop leaders.

- Experienced at public speaking to large groups (1000+ attendees) and in leading small group activities.
- Experience in speaking to other leaders including state-wide gatherings as well as national and state conferences in Brazil.

EXPERIENCE

2012-present Chaplain of Fire Department, Grapevine, TX
2011-present Director of Leadership Development, SGR, Keller, TX
2004-2011 Pastor, First Baptist Church, Grapevine, TX
1996-2004 Pastor, Immanuel Community Church, Ft Collins, CO
1990-1996 Pastor, First Baptist Church, Yuma, CO

EDUCATION

- Doctor of Ministry, Golden Gate Baptist Theological Seminary, San Francisco, CA, 2000
- Masters, Southwestern Baptist Theological Seminary, Ft Worth, TX, 1990
- B.A., Baylor University, Waco, TX, 1985

4. Resumes of Key Personnel

- a. Ron Holifield, CEO of SGR, brings two decades of experience as a city manager as well as more than a decade of conducting city council retreats to the process. His resume is attached.
- b. Dr. Mike Mowery, Director of Leadership Development for SGR, holds a doctorate in Leadership and is a certified IOPT instructor. He works with numerous city councils, executive teams, and boards to help them become more effective leaders. His resume is attached.

5. Applicable Rates

- a. Advanced interviews, including all advance preparation work, are charged at \$275 per advance interview. It is recommended that the Mayor, each Council member, the City Manager and Assistant City Manager be interviewed as a minimum. It is also recommended that the advance interviews be conducted on site if possible, but phone can be done if necessary.
- b. IOPT leadership assessments, conducted in advance, are \$150 per person. It is recommended that they Mayor, each Council member, the City Manager, and the Assistant City Manager take the assessment as a minimum.
- c. The retreat facilitation itself will be charged at \$8,000.
- d. Travel expenses will be billed out at actual cost in addition to the professional fees detailed in items a, b and c above. Travel expenses include: hotel and meal per diem of \$195 per SGR representative, airfare, rent car, and airport parking.
- e. Should you desire for SGR to produce a formal post retreat report, such will be provided at an additional cost of \$1950.

6. Dates of Availability

- a. SGR is currently available on January 4, 11 or 18 as requested by the City.
- b. Logistical Requirements
 1. City will provide meeting location and all housing, meals and break coordination and expense.
 2. City will provide all AV set up, including a laptop and projector with power point capability, as well as ability to play a DVD with adequate sound for the entire room to hear easily.
 3. City will provide two chart size, "Post It" style pads with sticky backs, six different colored large size markers (wide tip), and 50 each of 6 different colors of sticky dots.

If this agreement accurately reflects your expectations and understanding of our agreement, please execute two copies and return one to me for my files.

Accepted and Agreed to, this the _____th Day of January, 2013 by and between:

Interim City Manager
City of Burien

Ron Holifield
CEO
Strategic Government Resources Inc.

Nhan Nguyen

From: philip orlandi [p.orlandi@yahoo.com]
Sent: Sunday, December 01, 2013 1:35 PM
To: Nhan Nguyen
Subject: City Council Retreat Facilitator Submission - Phil Orlandi
Attachments: Burien City Council Retreat Itinerary.doc; phil orlandi resume.doc

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Nguyen – I am happy to submit a statement of qualifications for your City Council Retreat Facilitator. Let me briefly explain my experience, recommended format/methodology, and rate. Attached, you will find a detailed proposed itinerary of the day and my resume. If I am selected as the successful candidate, I will work closely with your group to enhance the design of the retreat as needed.

QUALIFICATIONS

I have more than 20 years experience creating and facilitating sessions for executives and staff in some of the world's largest and most successful firms. Disney Animation, British Petroleum (BP), Northwestern Memorial Hospital (Chicago), and Tata are a few examples.

Beyond facilitation, I have also served on Boards (professional trade organizations and homeowners association) in executive roles (President) with as many as 20 members and multi million dollar budgets. This experience will allow me to respect the learning, communication, and leadership style differences while aligning each members unique qualifications, and desires, to one vision.

RECOMMENDED FORMAT / METHODOLOGY

I will conduct the four identified workshops below, and a recap session, which are detailed in the attached session itinerary. All workshops include walk away tools.

PURPOSE: To build teamwork and cohesiveness.

1. **Who we are** – A discussion to identify each members learning, communication, and leadership styles.
2. **Transformational Leadership** - After a brief review of the Burien City Goals and Objectives, we will work through a model which will help members identify how to align the objectives and goals of the individual followers, the leader, the group, and the larger organization.
3. **Write to the Point** - This workshop is about the strategy and tools that will help council members get (almost) immediate action to their communications - emails, phone calls, tweets, posts, proposals. This workshop will help them eliminate the most delaying question out there; "what do you want me to do?"
4. **Change Leadership** - This workshop will provide members with an overview of tools that will assist in setting up the team for successful implementation and long-term sustainable change initiatives.
5. **What will make us stronger** - recap on the work of the day and expectations on next steps.

RATE - \$7,000

AVAILABLE DATES – All listed

ATTACHED - Detailed itinerary, Resume

I look forward to hearing from you soon and discussing the opportunity in more detail.

PHILIP ORLANDI

Bellingham, WA

312-909-1108 ▪ p.orlandi@yahoo.com

Results oriented **Learning and Organizational Development Leader** with significant experience implementing educational solutions in a diverse range of companies. Proven track record increasing employee engagement and organizational effectiveness in global groups ranging from 4 to 6,500 members. Expert at enhancing relationships and communication at all levels of the organization and achieving buy-in from stakeholders to implement decisions and programs with staying power. Key strengths include:

- Strategy Development
- Communication & Employee Engagement
- Teambuilding
- Executive Coaching
- Organizational Behavior / Development
- Program / Project Management
- Management / Leadership Development
- Change Management Development

PROFESSIONAL EXPERIENCE

THRESHOLD CROSSINGS LLC, Chicago, IL

2009 – Present

President / Management Consultant

Partnered with global executive leadership to provide educational strategies and solutions that drive organizational change. Clients include: Disney Animation, Disney Consumer Products, Pixar, Dannon (UK), Chicago Family Health Center, Tata Global Beverages, British Petroleum (BP). Selected contributions include:

- **Disney Animation** – Coordinated 12-person executive team consisting of president, senior staff members, and movie producers and co-facilitated sessions focusing on rebranding, identifying strategic priorities, and developing long-term strategic plan for 450-person global animation studio.
 - Partnered with London-based consulting company, Sojustaddwater.com, LLC, as US / North American consulting lead; sold additional business to Disney Animation based on this partnership.
 - Co - facilitated two-day live coaching workshops to prepare newly formed executive team to serve in an executive capacity, teaching them to focus on the big picture in addition to day-to-day functions.
- **Tata Global Beverages** – Led North America employee engagement initiative for global manufacturing company (collaboration with Sojustaddwater.com, LLC).
 - Facilitated comprehensive program for employees to create new processes and products, in which one idea would be chosen and implemented company-wide.
 - Generated high level of employee participation, with 50% of employees that presented ideas and 75% of employees that voted and participated.
- **Chicago Family Health Center** – **Designed and implemented** change readiness survey, communication strategy, and change readiness training for organization-wide (250 employees) electronic medical health records (EMR) deployment.
 - Created and deployed change readiness survey with 91% participation rate (196 out of 215 surveys completed) and developed comprehensive, multi-directional communication plan.
 - Designed and completed change management training for organizational leadership, consisting of 17 senior executives and department heads, with 100% participation.
 - Collaborated with process improvement leader to understand, deploy, and establish departmental SMART goals and action plans based on change initiative.
 - Recognized by CEO for enabling a successful change implementation.

KELLER GRADUATE SCHOOL OF MANAGEMENT, Chicago, IL

2008 – 2011

Adjunct MBA Professor

Facilitated online course, Leadership and Organizational Behavior, with international students representing 100+ organizations; received teaching honors.

NORTHWESTERN MEMORIAL HOSPITAL, Chicago, IL
Educational Consultant

2003 – 2009

Consulted and collaborated with all levels of leadership, including senior executives, for management interventions. Delivered ongoing consulting, coaching, process improvement, training and development, and course measurement for 350 managers and directors. Areas of focus included:

- **Management and Leadership Curriculum**
 - Designed, facilitated, and managed basic and advanced curriculum consisting of 19 courses and 3,900 student hours in FY '08.
 - Courses consistently rated 3.8+ on a 4.0 scale.
- **Organizational Leadership Orientation**
 - Designed, implemented, and managed 4-day new manager curriculum, coaching 25+ department leaders to facilitate sessions.
 - Courses consistently rated 3.8+ on a 4.0 scale.
- **Change Management (and change readiness training)**
 - Facilitated successful move to a new hospital for 2,000+ staff.
 - Created customized workshops attended by 75+ clinical staff and management (100% attendance); requested by 50 of the 75 employees to customize and deliver workshops for their own departments.
 - Achieved 100% attendance in customized, project-based workshops for 50 department heads.
 - Provided common language and methodology for change management to clinical management and department leaders.
- **Organizational Engagement**
 - Managed implementation of Employee Engagement and training interventions for 6,500 employees.
 - Designed and facilitated 100+ departmental customized sessions.
 - Developed 400+ action plans leveraging in-house and industry leading best practices.
 - Organizational engagement scores have increased each year of survey implementation surpassing house wide goals and contributing to year end bonuses.

ADDITIONAL RELATED EXPERIENCE

Humans Resource Consultant – Allstate Insurance Co, Northbrook, IL	2002 – 2003
Senior Instructional Designer – Tellabs Operations, Bolingbrook, IL	2000 – 2002
Educational Consultant – Ernst & Young LLP, Cleveland, OH	1997 – 1999
Trainer / Instructional Designer – Progressive Insurance Company, Cleveland, OH	1995 – 1996

EDUCATION / CERTIFICATION

Master of Science, Technical Education – The University of Akron, Akron, OH
Bachelor of Science, Secondary Education – Bowling Green State University, Bowling Green, OH

- Design Development International (DDI) Leadership Development Series
- Gallup Q12 Employee Engagement – The Gallup Organization
- Talent Selection – Novations
- Leadership and Customer Service Training Programs – Achieve Global
- Reader-Centered Business Writing – Better Communications
- American Society for Training and Development / Human Performance Improvement Series

AFFILIATIONS

- Chicagoland Chapter of the American Society for Training and Development – President, 2005; Board Member, 2002-2006

Burien City Council: One Team

Burien City Council Retreat Itinerary

Overall Theme & Key Objective

- One Team – Creating a coherent cohesive one team focused on building a great community

City Council and Staff Commitment – How we are together and will show up for the retreat

- One team – committed to each other and our shared goal
- Strategic alignment – with one voice and one message
- Working well together – Optimistic & positive
- Open and Approachable – good listening and responsive
- Informal and having fun

Overall Agenda areas

- Identifying Learning, Communication, and Leadership styles
- Transformational Leadership
- Write to the Point
- Change Leadership
- What will make us stronger recap

Burien City Council: One Team

Time	Session no.	Session detail	Session Lead & Notes
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January 2014			
07.00		Breakfast	

08.00	1.1	<p>Welcome and introduction</p> <p>Objective</p> <ul style="list-style-type: none"> - Identify expectations of the day - Outline core agenda items for the day <p>Experience</p> <ul style="list-style-type: none"> - Mayor Kick off of session - Plenary outline 	<p>Facilitator City Council Member (Welcome)</p>
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08.15	1.2	<p>Who we are</p> <p>Context</p> <p>In order to best collaborate and position each council member for success, it is vital for each to identify, and share, their learning, communication, and leadership style</p> <p>Objective</p> <ul style="list-style-type: none"> - To identify each members learning, communication, and leadership style <p>Experience</p> <ul style="list-style-type: none"> - A review of some of the more common learning, communication, and leadership styles. - An opportunity for each member to identify their style and mark it on a flip chart <p>Reflection</p> <ul style="list-style-type: none"> - Recognition of the breadth and abilities of the council members 	<p>Facilitator</p>
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Burien City Council: One Team

Time	Session no.	Session detail	Session Lead & Notes
09.30	1.3	Morning Break Each break is an opportunity for networking	
10:00	1.4	Transformational Leadership Context The focus is not only <i>what do we want to accomplish today, but who do we want to become tomorrow.</i> The ultimate aim of the transformational leader, his or her highest leadership act, is to create and sustain a community culture, which embodies the ethos, values and vision of the community, and fosters high performance expectations (an extra mile mind set) in service of the vision and values. This interactive discussion and best practice workshop will help transformational leaders create, sustain and enlarge healthy transformational communities. Objective <ul style="list-style-type: none"> - To help members identify how to align the objectives and goals of the individual followers, the leader, the group, and the larger organization. Experience <ul style="list-style-type: none"> - A review of the basic tenants of Transformational Leadership. - Introduce the "T" model Reflection <ul style="list-style-type: none"> - Share new learning's and most valuable tip they heard. 	Facilitator

Burien City Council: One Team

Time	Session no.	Session detail	Session Lead & Notes
11:00	1.5	<p>Write to the Point</p> <p>Context</p> <p>The clarity, professionalism, persuasiveness and ability to create action from your writing have an impact on your credibility in the business world. To attract the attention of today's busy readers, you must respond to their need for clarity and conciseness in written communication.</p> <p>There have never been so many ways to communicate using the written word: memos, presentations, directives, proposals, emails, text messages, blogs, etc. But it's also never been so easy to be misunderstood.</p> <p>This session is about the strategy and tools that will help you get (almost) immediate action to your business communications - emails, phone calls, tweets, posts, proposals. This workshop will help you eliminate the most delaying business question out there; "what do you want me to do?"</p> <p>Objective</p> <ul style="list-style-type: none"> - To help members learn to produce documents that drive action. <p>Experience</p> <ul style="list-style-type: none"> - Work through a simple 3 step process to help <ol style="list-style-type: none"> 1. Write 30-50% faster 2. Create documents that drive reader action 3. Develop strategic writing skills 4. Streamline messages <p>Reflection</p> <ul style="list-style-type: none"> - Share new learning's and most valuable tip they heard. 	Facilitator

Burien City Council: One Team.

Time	Session no.	Session detail	Session Lead & Notes
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12:00	1.6	LUNCH	
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1:00	1.7	<p>Write to the Point</p> <p>Context Continue session from before lunch with emphasis on implementing new tools and process</p> <p>Objective - To practice using the 3 step process and receive feedback</p> <p>Experience - Practice: Write a short sample message and receive feedback from a colleague and facilitator</p> <p>Reflection - Share new learning's and most valuable tip they heard.</p>	Facilitator
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Burien City Council: One Team

Time	Session no.	Session detail	Session Lead & Notes
2:00	1.8	<p>Change Leadership</p> <p>Context An interactive discussion and best practice workshop that will provide members with an overview of tools that will assist in setting up the team for successful implementation and long-term sustainable change initiatives.</p> <p>Objective To identify a common language and a set of tools for change initiatives</p> <p>Experience Introduce the concepts of why and how we change Define and describe a four-step process called the EPIC Process (Explore, Prepare, Implement, Consolidate) Define and describe a set of practical tools to assist members during each step of the process</p> <p>Reflection - Share new learning's and most valuable tip they heard.</p>	Facilitator
.30	1.9	<p>Afternoon Break</p> <p>Each break is an opportunity for networking</p>	

Burien City Council: One Team

Time	Session no.	Session detail	Session Lead & Notes
04.00	1.10	<p>What will make us stronger?</p> <p>Objective</p> <ul style="list-style-type: none"> - To recap on the work of the day and be clear on next steps - Create some clear questions for members to consider on their role and how the council moves forward - To thank everyone for their participation and recognize their engagement <p>Experience</p> <ul style="list-style-type: none"> - Table discussion and personal reflection – 20 mins - Plenary q&a <p>Reflection</p> <ul style="list-style-type: none"> - One take away from the day - One thing to commit to doing 	Facilitator

Nhan Nguyen

From: philip oriandi [p.oriandi@yahoo.com]
Sent: Thursday, December 05, 2013 7:14 AM
To: Nhan Nguyen
Subject: Phii Orlandi Facilitator follow-up

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Nhan – It was a pleasure talking with you yesterday and I am excited about the opportunity to work with the Burien City Council. Below are some of my thoughts on my role as a facilitator. Let me know if there is anything else that you may need.

As a facilitator it is my role to be a neutral content and process leader by providing proven methods, tools and leading discussions to ensure each member, and the team, is set up for sustainable success.

The theory behind building a team and integrating the unique skills of the individuals into a cohesive performance unit applies to both corporate executives and elected officials. As an example, most governors are referred to as CEO's of their states and Mayors as CEO's of their cities.

As a seasoned business facilitator, one of my primary goals working with Burien City Council will be to ensure there is a shared purpose. After all, with close to 50,000 residents and nearly \$25 million dollar budget, the citizens of Burien are looking for a rather large return on their voting investment.

I look forward to talking with you soon.

Phil

Phil Orlandi |
Cell: 312-909-1108 |

SUMMARY OF CONSULTANTS' STATEMENTS OF QUALIFICATIONS FOR 2014 BURIEN COUNCIL RETREAT

Company	The Bozeman Group	Marketing Solutions	Aaland Planning Services, Inc	Strategic Government Resources	Threshold Crossings, LLC
Personnel conducting retreat	Cary Bozeman	Andrew Ballard	Neil L. Aaland, AICP	Ronald Holifield & Michael Mowery, Ph.D.	Philip Orlandi
Availability	January 4, 11, 18	January 4, 11, 18	1/11/2014	January 4, 11, 18	January 4, 11, 18
Pricing (2013 Council Retreat Facilitator Diane Altman Dautoff's fee was \$5,400)	\$3,000	Original rate (interviewing only one Council representative): Half day \$1750; one day \$2,500; two days \$4,250. New rate: same rate as before PLUS \$500 for eight individual interviews (seven with Councilmembers and one with City Manager)	\$140/hour. One day \$1120; two day \$2,240	One day \$8,000 + \$275 per interview + travel expenses (airfare, hotel, car rental, meals) + 1,950 post retreat report. Total = \$13,134	\$7,000
Experience	Long career of public, private and non profit service includes: Bellevue Councilmember for 17 years (3 terms as Mayor) & Mayor of Bremerton for 7 years, CEO of Port of Bremerton and President/CEO of the Boys and Girls Club of King County	30 years of experience, facilitated nearly 500 planning retreats and working sessions.	Over 32 years as facilitator, land use hearing examiner and mediator	Over 10 years as City Manager in Texas; owner of a government consulting firm for 20 years prior to operating SGR for 13 years until present.	Over 20 years facilitating sessions for large companies.
Service	1) One day of interviewing all participants individually (30-40 minutes each), 2) Plan agenda, 3) One day retreat, 4) Full report	1) Research and planning including pre-retreat interviews with each Councilmember, 2) Facilitation	1) Planning, 2) Retreat, 3) Report	1) Interviews of Council and key staff. 2) Conduct leadership assessments for Council and key staff. 3) Evaluate Council Governance Policies 4) Plan retreat agenda 5) Facilitate retreat 6) Report if desired	Facilitate one-day retreat

<p>Format</p>	<p>Interview to find out important issues facing the city. During retreat, talk about accomplishments, identify challenges, agree on priorities and goals and recommend changes to operations.</p>	<p>1) Work backward to determine desired outcomes 2) Planning agenda 3) Team building exercise & nominal group process to build consensus</p>	<p>1) Work with CM department on agenda 2) Interview councilmembers 3) Facilitate retreat 4) Report</p>	<p>1) Interviews of Council and key staff 2) Facilitate retreat with focus on governance effectiveness with respect for differences in leadership styles.</p>	<p>Conduct four workshops to identify each Councilmember's learning and leadership styles, identify objectives and goals, get immediate actions with communications and overview of tools for implementation of initiatives. Recap session to end.</p>
<p>Clients</p>	<p>Facilitated Council retreats for Cities of Longview, Bremerton and Port Townsend. Haven't done retreats for the last few years.</p>	<p>Facilitated Council retreats for Cities of Kent, Seatac, Redmond, Lynnwood; SCA, Snohomish County and others. One recent Council retreat was with Kent City Council last year.</p>	<p>WA Dept. of Ecology, Jefferson County, WA Association of Counties, etc.</p>	<p>Council retreat for Bainbridge Island, WA and 350 local governments in 41 states. Train 1,000 public employees monthly.</p>	<p>Disney Animation, Tata Global Beverages, Chicago Family Health Center</p>
<p>Staff comments</p>	<p>Affordable pricing. Much experience. Cary hasn't done a Council retreat in the past few years due to his busy schedule, he said. Cary's suggested facilitation format focuses more on conversation and discussion rather than a set of exercises.</p>	<p>Over 300 city council retreats including ones for city governments in Puget Sound area. Andrew suggested the format of group exercises to build team-building rather than the discussion format. Andrew mentioned he "never had to interview an entire Council." We told him we want individual Councilmember interviews.</p>	<p>Detailed agenda. Much land use hearing experience. Proposal didn't mention experience in facilitating city council retreats.</p>	<p>Airfare is \$474 for two. Meals: \$390 for two. Hotel \$120. Car rental: N/A (staff to pick up). Rate is higher than other proposals.</p>	<p>Proposal didn't mention experience in facilitating city council retreats. Rate is higher than most proposals.</p>

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion on Undergrounding Ordinance		Meeting Date: December 16, 2013
Department: Public Works and Community Development	Attachments: 1. Powerpoint Presentation	Fund Source: N/A Activity Cost: N/A Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Contact: Maiya Andrews, Public Works Director Chip Davis, Community Development Director		
Telephone: 206-248-5521 206-248-5501		
Adopted Initiative: Yes No X	Initiative Description: N/A	
<p>PURPOSE/REQUIRED ACTION: The purpose of this item is to have a discussion about the history and content of the City's undergrounding ordinance.</p> <p>BACKGROUND (Include prior Council action & discussion): The City's original undergrounding provisions were adopted in 2000 in the zoning code, Chapter 19.17.050 of the Burien Municipal Code (BMC). This early provision required that all utility lines be undergrounded on sites with new or substantial development. It also required that existing overhead utility lines in the right-of-way adjacent to the site be undergrounded unless this was deemed unfeasible.</p> <p>In 2004, the Council required staff to develop a more comprehensive undergrounding policy. This policy was adopted as the current Chapter 12.40 in the BMC. This policy provided more definition about costs, scope, waivers, and exceptions to the requirement. However, BMC 19.17.050 as adopted in 2000 remained in the code. Chapter 12.40 requires facilities to be underground if they are a) new service where no services exists, b) major additions, rebuilds or replacements of three or more spans and/or 500 feet or more, c) a relocation necessitated by a public works project, d) service connections to new structures in single family areas, or e) new service connections to existing or new structures in non-single family residential areas.</p> <p>In 2007, Council repealed BMC 19.17.050. The minutes from the meeting indicate that this was generally done to simplify the code by putting the requirements in one section instead of two, and Chapter 12.40 was presented as the more comprehensive provision. However, by deleting 19.17.050, the requirement to underground utilities in the right-of-way adjacent to the site was also deleted.</p> <p>Staff will provide a brief description of the range of undergrounding requirements in other cities, as well as general information about why cities elect to underground utilities.</p> <p>OPTIONS (Including fiscal impacts): This item is presented for discussion only.</p>		
Administrative Recommendation: N/A		
Advisory Board Recommendation: N/A		
Suggested Motion: N/A		
Submitted by: Administration <i>MAA</i>		Interim City Manager <i>CK</i>
Today's Date: December 10, 2013		File Code: R:/CC/Agenda Bill 2013/121613pw-1 Undergrounding-1.docx

Utility Undergrounding

City Council Discussion
December 16, 2013

Background

- © 2000 – City adopts utility undergrounding code in the Zoning Division of the BMC
- © 2004 – City adopts utility undergrounding code in the Streets/Sidewalks Division of the BMC
- © 2007 – City repeals utility code in the Zoning Division

Requirements of Current Code

Utility Undergrounding is required for:

- ◎ New service where no services exists
- ◎ Major additions, rebuilds or replacements of three or more spans and/or 500 feet or more
- ◎ Relocations necessitated by a public works project
- ◎ Service connections to new structures in single family areas
- ◎ New service connections to existing or new structures in non-single family residential areas

Requirements of Current Code

Exceptions/Waivers/Deferrals

- ◎ Exceptions are listed in BMC 12.40.040 for certain types of equipment – (i.e. substations, municipal equipment, etc.)
- ◎ Waivers are granted by the director for undue hardship (a technological or environmental difficulty rendering the project unfeasible), or for cost outweighing the general welfare consideration.
- ◎ Deferrals are granted by the director if construction would be not be in the best interest/welfare of the public.

Other Cities

- There are a wide range of undergrounding requirements among cities
- Many cities require undergrounding of existing lines in adjacent right-of-way for new development or significant redevelopment (i.e. Des Moines, Federal Way)
- SeaTac requires undergrounding of all existing utilities (not predicated on development) for specific zones in a specific time period
- Seattle has specific Underground Utility Districts where undergrounding is required
- Burien's requirements are typical/common – but tend toward the less burdensome

Why Cities Underground

- ◎ Increases reliability of power
- ◎ Reduces maintenance/tree trimming
- ◎ Improves safety
- ◎ Improves aesthetics
- ◎ Increases property values
- ◎ Complements economic development
- ◎ Protects the “last span” – the most vulnerable aerial line, the service line to the residence

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Review of Council Proposed Agenda Schedule		Meeting Date: December 16, 2013
Department: City Manager	Attachments: 1. <u>Proposed Meeting Schedule</u>	Fund Source: N/A Activity Cost: N/A Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Contact: Monica Lusk, City Clerk		
Telephone: (206) 439-5517		
Adopted Initiative: Yes No <input checked="" type="checkbox"/>	Initiative Description: N/A	
PURPOSE/REQUIRED ACTION:		
<p>The purpose of this agenda item is for Council to review the proposed City Council meeting schedule. New items or items that have been rescheduled are in bold.</p>		
BACKGROUND (Include prior Council action & discussion):		
<p>According to City Council policies, the proposed meeting schedule is reviewed during the last regular meeting of each month.</p>		
OPTIONS (Including fiscal impacts):		
<ol style="list-style-type: none"> Review the schedule and add, delete, or move items. Review the schedule and make no modifications. 		
Administrative Recommendation: Review the schedule and provide direction to staff.		
Suggested Motion: None required.		
Submitted by: Administration 	City Manager 	
Today's Date: December 10, 2013	File Code: R:/CC/Agenda Bills 2013/121613cm-3 Rev <u>Agenda Schedule</u>	

**CITY OF BURIEN
COUNCIL PROPOSED AGENDA SCHEDULE
2013/2014**

December 23, 7 pm Council Study Session (CANCELLED)

2014

January 6, 6:30 pm Reception for Newly Elected Councilmembers, 7 pm Regular Council Meeting

Oath of Office

Oath of Office Administered by the Honorable Mark Eide, King County District Court Judge to Councilmembers Stephen Armstrong, Lauren Berkowitz, Nancy Tosta and Debi Wagner.
(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)

City Manager's Report.

(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)

Introduction to Permanent Marijuana Zoning Regulations.

(Community Development)

Review of Council Proposed Agenda Schedule.

(City Manager)

February 3, 7 pm Regular Council Meeting

Presentation on Adopt-a-Park Program.

(Parks)

Presentation on Highline School District's Strategic Plan by Superintendent Susan Enfield.

(City Manager)

Motion to Approve Burien City Council Appointments to Local Government Organizations.

(City Manager)

Discussion and Possible Action on Permanent Marijuana Zoning Regulations.

(Community Development)

Discussion on Speed Limits.

(Public Works – Rescheduled from 12/2/13 per Council direction on 11/18/13)

Discussion on Truck Routes.

(Public Works – Rescheduled from 12/2/13 per Council direction on 11/18/13)

City Manager's Report.

(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)

Review of Council Proposed Agenda Schedule.

(City Manager)

March 3, 7 pm Regular Council Meeting

Motion to Adopt Ordinance No. 597, Relating to Speed Limits.

(Public Works)

Motion to Adopt Ordinance No. 598, Relating to Truck Routes.

(Public Works)

Presentation on Economic Development Strategic Plan.

(City Manager – Rescheduled from 2/3)

City Manager's Report.

(City Manager)

March 17, 7 pm Regular Council Meeting

Review of Council Proposed Agenda Schedule.

(City Manager)

City Manager's Report.

(City Manager)

March 24, 7 pm Council Study Session

**April 7, Reception Honoring Citizen(s) of the Year and Outgoing Advisory Board Members,
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)



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: December 16, 2013
SUBJECT: City Manager's Report

I. INTERNAL CITY INFORMATION

A. 15 Employees Qualify for the 2013 Wellness Incentive

In hopes of encouraging more participation in the Wellness Program, improving the overall health of our employees, and reducing on-going medical costs, the Wellness Incentive Program is designed to reward employees for participating in a minimum number of specific Wellness activities. Qualifying criteria includes:

- Attendance in 2 of 13 educational programs and submittal of an evaluation form for the program.
- Full participation and completion of 2 of 4 formal (3 – 6 weeks) wellness programs and submittal of an evaluation form for the program.
- Attendance/participation in one special event.
- Completion of a personal health assessment through one of the following methods:
 - Participate in the on-site Health Check.
 - Have an annual physical, including blood work.
 - Take and record your blood pressure at least 4 days per week for a one month period.
- Completion of the annual Employee Wellness Survey.
- Completion of AWC's annual health questionnaire.

Employees who fulfill all of the above criteria receive an additional \$75. The Wellness Committee is pleased to announce that 15 employees qualified for the award this year.

B. Benefit Workshops and Fair

On November 21, five of our employee benefit providers visited the City of Burien to participate in an Employee Benefit Day. The purpose of the Benefit Day was to provide employees with in-depth information about their benefit plan provisions and tools, provide one-on-one access to the vendors in order to receive information about

specific situations, and to kick-off our annual Open Enrollment period. The day included five benefit-related workshops, private consultations with the benefit providers, and a benefit fair. Each event was well attended and appreciated by the employees.

C. City of Burien's Policy on Cats

The City of Burien contracts with Burien Community Animal Resource and Education Society (CARES) for dog and wildlife-related services. These services (free and fee-based) include: animal control and temporary sheltering for dogs (owned and strayed); and pick-up & disposal of dead animals on the roadways (domestic and wildlife). CARES also enforces domestic animal laws and sells pet licenses for the City. Burien's contract doesn't require CARES to provide animal services for cats or long term sheltering of dogs. It is at CARES' discretion whether they want to take in cats.

A lost friendly cat is more likely to find its way home. Taking it to a shelter would eliminate its chance of doing so. CARES' shelter facility has a cat area to help cats in immediate need of help. If residents have problems with feral cats causing damage, hanging out, or harassing their cats on their properties, CARES will provide them with resources; for example, providing traps to property owners or talking to them about common deterrent practices. CARES practices Trap-Neuter-Return (TNR). CARES does not charge for this service. Since cats tend to free-roam, owners should license their cats so they won't be mistaken as feral.

CARES' view on cats, backed by other professionals in the field, is that healthy stray cats are better left where they live; known as "Community Cats." If outside cats are healthy, this usually means that they have a food source and shelter. Feral cats are often unadoptable and would require euthanasia if taken in.

CARES accepts owner-surrender cats for a fee on a case-by-case basis. Owners who just don't want to deal with their cats anymore are encouraged to adopt out their cats by using rescue organizations such as PAWS, Seattle Humane Society, Tacoma Humane Society, MEOW cat rescue and others, such as www.craigslist.com.

D. Public Works is De-Icing Burien Roads

Beginning last year, the Public Works Maintenance Crew started applying brine on City roads to prevent them from freezing. The brine is a mixture of rock salt and water that Burien purchases from the City of SeaTac. The brine is applied when the temperature is forecast to reach freezing conditions. Since the current cold snap arrived, approximately 2,800 gallons has been applied to the City's Primary Snow Routes as well as on hills and shaded areas. You can view the Primary and Secondary Snow Routes by going to the City's website, clicking on "I Want To", then "View" and then "Snow Route Map".

E. Navos Independence Bridge Residential Apartments Permits Issued

Permits were issued on December 6 for the construction of a new 25 unit apartment building and related site improvements at 15245 10th Ave SW. The construction project has a valuation of \$2 million. When completed, the Independence Bridge apartments will provide a transitional living program for young adults ages 18-25 transitioning from foster care to independence.

F. November Permit Activity Report (Page 169)

Attached are the monthly reports for Construction Permits Issued and Construction Permit Applications Received during the month of November. The total number of construction permit applications received decreased, while the total valuation of construction permit applications increased when compared with the month of October. This reflects the high valuation for the CVS pharmacy permit applications. The total number of construction permits issued in November decreased, but the total valuation of construction permits issued increased significantly when compared with October results. The increase is due in large part to the issuance of building permits for 14 new single family homes with an average valuation of about \$339,000 each.

II. COUNCIL UPDATES/REPORTS

A. Letter to Sarah Crumb, State Director for Senator Maria Cantwell (Page 171)

Mayor Bennett sent a letter dated December 11, 2013, to thank to Sara Crumb, State Director for Senator Maria Cantwell, for her assistance with an Interlocal Agreement (ILA) between City of Burien and Port of Seattle. This ILA will allow Burien to move forward with the development of the Northeast Redevelopment Area (NERA).

B. NERA Stormwater and Trail Improvements

With the ILA in process and the necessary easements and funding from the Port being provided in January, the NERA Regional Stormwater Facilities and Miller Creek Greenway Enhancements Project can now be advertised for construction. Staff expects to break ground for the project in February. The project includes the construction of stormwater infiltration facilities and related infrastructure, a regional trail, landscaping and habitat enhancement. Construction will be complete by the end of 2014.

C. Sound Cities Association(SCA) South and South Valley Caucus Meeting

The SCA South and South Valley Caucus meeting will be held Wednesday, December 18, with a reception beginning at 6:30 p.m. and the Caucus meeting at 7:00 p.m. at the Kent Senior Center, 600 E. Smith, Kent. The purpose of this meeting is to elect representatives to open seats on the SCA Board of Directors, to discuss regional issues that cities are facing, and to give feedback on what topics SCA should tackle in the coming year. Those interested in seeking a seat on the board are asked to contact SCA ahead of time, so staff may prepare the ballots.

D. Increasing Pet License Sales and Pet Licensing Revenue

At the September 23 meeting, staff presented to Council a list of ideas aimed at increasing pet license sales and pet licensing revenue. Per Council's input and discussion with CARES, below are the ideas that staff will begin implementing:

- Call & ask pet owners to renew licenses (CARES).
- Enforce license rules at all parks (CARES).
- Create online reward card (CARES).
- Create a CARES newsletter (CARES).
- Create micro-chip program for cats (CARES).
- Send letters and visit pet owner residence if no response (CARES).
- Increase sale incentive to \$5 per license (City).
- Ask vets if they are interested in selling licenses (City).

Staff will continue to research the following ideas:

- Online license sale (CARES and City)
- Partner with website www.pethub.com (City)

E. Citizen Action Report (CAR) (Page 173)

Staff has provided Council with the attached November Citizen Action Report.

F. Notices: (Page 183)

The following (attached) Notices were published:

- Notice of Application: Short plat one residential lot into two residential lots. Written comments must be received prior to 5:00 pm. on January 2, 2014.
- Notice of Cancellation: The City of Burien Parks and Recreation Board cancelled their meeting scheduled on Wednesday, December 11, 2013. The next regularly scheduled meeting will be Wednesday, January 8, 2014, at 7:00 p.m. at the Burien Community Center.
- Notice of Decision: Burien City Council approved with conditions the application to subdivide one existing 1.14 acre residential lot into five single-family residential lots. This decision may be appealed to Superior Court pursuant to Burien Municipal Code Section 2.20.050.
- Notice of Decision: The application to subdivide a short plat one residential lot into three residential lots has been given preliminary approval with conditions. The deadline for filing a written Notice of Appeal with the City Clerk is prior to 5:00 p.m. on Monday, December 2, 2013.
- SEPA Determination of Nonsignificance (DNS): It has been determined that the proposal for City of Burien ordinance relating to zoning regulations for the location and establishment of marijuana producers, processors, and retailers licensed by the state of Washington pursuant to Chapter 314-55 WAC will not have a probable significant adverse impact on the environment.



Summary of Permits Issued – November 2013

Type Permit	Count	Valuation
Building	29	\$ 5,641,699
Damage	0	
Demolition	1	\$
Electrical	79	\$ 86,362
Fire Protection	9	\$ 84,779
Mechanical	29	\$ 42,700
Plumbing	7	\$ 7,400
Right of Way	39	
Sign	7	\$ 3,200
Totals :	200	\$ 5,866,140



Burien

Washington, USA

Summary of Permits Applications Received – November 2013

Type Permit	Count	Valuation
Building	23	\$ 3,208,387
Damage	0	
Demolition	5	
Electrical	81	\$ 377,511
Fire Protection	14	\$ 29,404
Mechanical	31	\$ 142,400
Plumbing	7	48,500
Right of Way	38	
Sign	8	\$ 26,709
Totals :	207	\$ 3,829,911



Burien

Washington, USA

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

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

www.burienwa.gov

December 11, 2013

Sara Crumb, State Director
Office of United States Senator Maria Cantwell
915 2nd Avenue, Suite 3206
Seattle, WA 98174

Dear Sara:

On behalf of the City of Burien, I am writing to express my appreciation for your outstanding recent work on behalf of the City. I am told you were instrumental in working with the FAA to move along approval of the Interlocal Agreement (ILA) between Burien and the Port of Seattle that has now resulted in a signed ILA.

The ILA allows Burien to move forward aggressively to develop the Northeast Redevelopment Area (NERA) that has been a goal of Burien's for years. The redevelopment will be a win-win for Burien, the Port, and the state, and will allow the City and the Port to compete for the FAA Airport Property Redevelopment Pilot Program next year that will further enhance the area.

We look forward to working with you in the future on issues of concern to Burien, and in the meantime, please accept our most sincere thanks for your efforts on the NERA.

Very truly yours,

Brian Bennett

Mayor

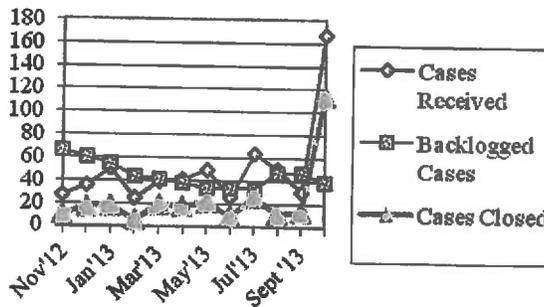


CITY OF BURIEN MEMORANDUM

DATE: December 3, 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 November 30, 2013. As of that date, there were 78 open cases. 49 of the open cases are more than five weeks old and are considered backlog. There were 35 cases opened during the month of November, 13 cases initiated by staff/police/fire, and 22 cases initiated by residents. 7 of the cases opened during the month of November were closed within the month.

Citizen Action Case Status



	Nov '12	Dec '12	Jan '13	Feb '13	Mar '13	Apr '13	May '13	Jun '13	Jul '13	Aug '13	Sept '13	Oct '13	Nov '13
Cases Closed	10	17	18	6	19	18	21	9	26	11	13	114	7
Cases Received	27	36	50	25	39	42	49	26	64	50	30	167	35
% Cases Closed/Received	37%	47%	36%	24%	49%	43%	43%	35%	41%	22%	43%	68%	20%
Backlogged Cases	66	61	55	44	41	38	34	34	34	47	47	39	49
Total Open Cases	88	84	84	77	63	60	63	52	75	91	66	91	78
% of Backlog	75%	73%	65%	57%	65%	63%	54%	65%	45%	52%	71%	43%	63%

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: 12/03/2013

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
754	Code Enforcement	CAR-11-0486	11/10/2011	Nuisance	16331 MAPLEWILD AV SW Nuisance-Golka-Zone 3	Other - See Notes	11/07/2013	Open
622	Fire Department	CAR-12-0112	03/21/2012	Fire Department Issue	15800 4TH AV S Fire Issue-Woodcrest Apt-Zone 4	Other - See Notes	12/03/2013	Open
558	Code Enforcement	CAR-12-0203	05/24/2012	Nuisance	12667 12TH AV S Nuisance, Vehicles, House-Towls-Zone 2	Other Letter	11/05/2013	Open
519	Fire Department	CAR-12-0284	07/02/2012	Fire Department Issue	12448 AMBAUM BL SW Fire Issue-Clifton Apts-Zone 1	NOV Issued	04/16/2013	Open
476	Code Enforcement	CAR-12-0338	08/14/2012	Business License	502 SW 138TH ST Business License/Home Occ.-Parkers Moving-Zone 1	Other Letter	02/28/2013	Open
428	Code Enforcement	CAR-12-0431	10/01/2012	Fire Department Issue	18050 DES MOINES MEMORIAL DR S Fire/Building-New Owner-Zone 4	Enforcement Letter 1	11/21/2012	Open
327	Code Enforcement	CAR-13-0016	01/10/2013	Nuisance	13417 4TH AV S Nuisance, Trash-Alcantar-zone 2	Other Letter	11/08/2013	Open
327	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
308	Code Enforcement	CAR-13-0038	01/29/2013	Nuisance	13825 DES MOINES MEMORIAL DR S Vehicles/Trash-Haberzettl -Zone 4	Other Letter	12/03/2013	Open
308	Code Enforcement	CAR-13-0051	01/29/2013	Housing Concerns	12466 ROSEBERG AV S Housing, No Water-Prasad, Rental-Zone 2A	NOV Issued	11/07/2013	Open
307	Code Enforcement	CAR-13-0037	01/30/2013	Nuisance	12054 3RD AV S Vehicles-Meth-Zone 2	Other - See Notes	11/21/2013	Open

Binder_name: CARReports

Sheet_name: Monthly Report to the City Manager

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
263	Code Enforcement	CAR-13-0120	03/25/2013	Nuisance	949 SW 130TH ST Nuisance, Trash debris-Taylor-Zone 1	Phone Call	05/13/2013	Open
222	Public Works	CAR-13-0159	04/26/2013	ROW Issue	3602 SW 172ND ST ROW Issue, Fence-Saxwold-Zone 3	Enforcement Letter 1	07/17/2013	Open
216	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
201	Code Enforcement	CAR-13-0191	05/16/2013	Business License	425 S 150TH ST Business License-Residential & Building Maintenance Repair-Zone 4	Phone Call	08/03/2013	Open
186	Code Enforcement	CAR-13-0212	06/31/2013	ROW Issue	2824 SW 171ST ST ROW Rockery collapse-Hwang-Zone 3	NOV Issued	09/09/2013	Open
159	Code Enforcement	CAR-13-0248	06/27/2013	Building	3540 SW 172ND ST Building Permt-Manola-Zone 3	NOV Issued	10/03/2013	Open
155	Code Enforcement	CAR-13-0245	07/01/2013	Nuisance	12660 2ND AV S Vegetation-Albarran-Zone 2	Case Received	07/01/2013	Open
155	Code Enforcement	CAR-13-0248	07/01/2013	Nuisance	12602 OCCIDENTAL AV S Nuisance, Vehicles-Brown-Zone 2	NOV Issued	08/29/2013	Open
154	Code Enforcement	CAR-13-0249	07/02/2013	Nuisance	1004 S 138TH ST Nuisance-Covey-Zone 2	Case Received	07/02/2013	Open
147	Code Enforcement	CAR-13-0263	07/09/2013	Fire Department Issue	Fire Dept-Extinguisher-Zone 1	Case Received	07/09/2013	Open
141	Code Enforcement	CAR-13-0274	07/15/2013	Nuisance	11833 3RD AV S Nuisance - Tran - Zone 2	Enforcement Letter 1	10/31/2013	Open
130	Code Enforcement	CAR-13-0298	07/26/2013	Nuisance	12615 14TH AV S Vacant-Haydon-Zone 2	NOV Issued	08/26/2013	Open
125	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

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
120	Code Enforcement	CAR-13-0308	08/05/2013	Planning / Zoning	Planning/Zoning-Dunn-Zone 2	Enforcement Letter 1	10/23/2013	Open
117	Code Enforcement	CAR-13-0310	08/08/2013	Nuisance	1512 SW 160TH ST Nuisance, Vacant, Vegetation-Federal National-Zone 3	NOV Issued	09/18/2013	Open
111	Code Enforcement	CAR-13-0322	08/14/2013	Nuisance	12441 1ST AV SW Nuisance, Trash-Eidem-Zone 1	Enforcement Letter 1	11/26/2013	Open
111	Code Enforcement	CAR-13-0323	08/14/2013	Nuisance	153 S 120TH ST Nuisance-Azpitaro-Zone 2	Enforcement Letter 1	09/12/2013	Open
111	Code Enforcement	CAR-13-0324	08/14/2013	Nuisance	147 S 120TH ST Nuisance-Hickey-Zone 2	Phone Call	09/10/2013	Open
89	Code Enforcement	CAR-13-0361	09/06/2013	Sign Violation	901 SW 148TH ST Abandoned Signs-Skippers, Miller-Zone 3	Enforcement Letter 1	09/11/2013	Open
85	Code Enforcement	CAR-13-0369	09/09/2013	Nuisance	12251 DES MOINES MEMORIAL DR S Nuisance, Vegetation-Kleier-Zone 2	Case Closed	10/02/2013	Open
70	Code Enforcement	CAR-13-0379	09/24/2013	Animals	488 S 190TH ST Animals, Chickens,Roosters-Antonyuk-Zone 4	Enforcement Letter 1	09/28/2013	Open
69	Code Enforcement	CAR-13-0380	09/25/2013	Sign Violation	209 SW 162ND ST Sign, ABS-O'Shea-Zone 3	Enforcement Letter 1	09/28/2013	Open
69	Code Enforcement	CAR-13-0388	09/25/2013	Nuisance	651 SW 120TH ST Nuisance, Trash-Dealvarado-Zone 1	Case Received	09/25/2013	Open
64	Code Enforcement	CAR-13-0385	09/30/2013	Nuisance	1432 S 129TH ST Nuisance, Trash,Illegal ADU-Jiminez-Zone 2	NOV Issued	11/08/2013	Open
61	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

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
61	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
61	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
61	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
61	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
61	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
60	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
60	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
53	Code Enforcement	CAR-13-0524	10/11/2013	Nuisance	15845 11TH AV SW Nuisance, Garbage-Vert-Zone 3	Case Received	10/11/2013	Open
48	Code Enforcement	CAR-13-0532	10/18/2013	Building	12817 12TH AV S Bldg Permit-Medina-Zone 2	Case Received	10/18/2013	Open
46	Code Enforcement	CAR-13-0533	10/18/2013	Building	2805 SW 171ST ST Building Permit-Rosbrook-Zone 3	Case Received	10/18/2013	Open
46		CAR-13-0534	10/18/2013		16007 24TH AV SW Building Permit-Dickman-Zone 3	Enforcement Letter 1	11/21/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
42	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
40	Code Enforcement	CAR-13-0539	10/24/2013	Nuisance	17002 AMBAUM BL S Nuisance, Vehicles, B/L-Merz-Zone 4	Enforcement Letter 1		
38	Code Enforcement	CAR-13-0550	10/28/2013	Sign Violation	245 SW 152ND ST ABS Hara-Zone 3	Enforcement Letter 1	11/04/2013 11/01/2013	Open Open
29	Code Enforcement	CAR-13-0689	11/04/2013	Nuisance	1404 SW 116TH ST Nuisance, Trash, Graffiti-Vomg-Zone 2	Case Received	11/04/2013	Open
28	Code Enforcement	CAR-13-0555	11/05/2013	Sign Violation	16304 AMBAUM BL SW Sign Violations-Prasad-Zone 3	Enforcement Letter 1	11/13/2013	Open
28	Code Enforcement	CAR-13-0682	11/05/2013	Sign Violation	14202 1ST AV S ABS LaCelbita-BRC MPI LLC-Zone 2	Enforcement Letter 1	11/08/2013	Open
27	Code Enforcement	CAR-13-0557	11/06/2013	Nuisance	12004 3RD AV S Nuisance, Vehicles, Buildings Trash etc-Wetzel-Zone 2	Phone Call	11/15/2013	Open
27	Code Enforcement	CAR-13-0558	11/06/2013	Parking	14456 18TH AV SW Vehicle Parking, Parrent, Zone 1	Enforcement Letter 1	11/22/2013	Open
26	Code Enforcement	CAR-13-0559	11/07/2013	Nuisance	Vacant/Unsecure-HUD-Zone 2	Enforcement Letter 1	11/21/2013	Open
61	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
26	Code Enforcement	CAR-13-0681	11/07/2013	Other	15310 1ST AV S Non payment of Gambling Taxes-Dragon pearl-Zone 4	Case Received	11/07/2013	Open
25	Code Enforcement	CAR-13-0565	11/08/2013	Business License	251 SW 153RD ST Business License-Austin-Zone 3	Case Received	11/08/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
25	Code Enforcement	CAR-13-0566	11/08/2013	Nuisance	137 SW 160TH ST Nuisance, Graffiti, Dumping-Pel-Zone 3	Enforcement Letter 1	11/27/2013	Open
21	Code Enforcement	CAR-13-0667	11/12/2013	Nuisance	2124 S 118TH ST Nuisance, Trash, Utilities-Iseley-Zone 2	Enforcement Letter 1	11/18/2013	Open
21	Code Enforcement	CAR-13-0568	11/12/2013	Nuisance	12217 10TH AV S Nuisance, Vehicles, Vegetation, Trash, Un-secured House-Huh-Zone 2	Case Received	11/12/2013	Open
20	Code Enforcement	CAR-13-0571	11/13/2013	Nuisance	11204 10TH AV S Vehicles-Dang-Zone 2	Enforcement Letter 1	11/21/2013	Open
20	Code Enforcement	CAR-13-0572	11/13/2013	Business License	1508 SW 164TH ST Business License, Brickell Maint.-Brickell-Zone 3	Case Received	11/13/2013	Open
19	Code Enforcement	CAR-13-0574	11/14/2013	Illegal Dumping	12050 3RD AV S Illegal dumping, Danzier-Zone 2	Enforcement Letter 1	11/21/2013	Open
18	Code Enforcement	CAR-13-0575	11/15/2013	Business License	11605 4TH AV SW Business License, Family Home-Kamau-Zone 1	Case Received	11/15/2013	Open
15	Code Enforcement	CAR-13-0578	11/18/2013	Housing Concerns	1039 S 128TH ST Housing-Van-Zone 2	Case Received	11/18/2013	Open
14	Code Enforcement	CAR-13-0579	11/19/2013	Building	18920 4TH AV S Building Permit-Dena-Zone 4	Enforcement Letter 1	11/22/2013	Open
14	Code Enforcement	CAR-13-0580	11/19/2013	Nuisance	11404 10TH AV S Building Permit, Nuisance, Trash, Vehicles in ROW-Ngo-Zone 2	Enforcement Letter 1	11/21/2013	Open
13	Code Enforcement	CAR-13-0581	11/20/2013	Business License	11632 24TH AV S Business License-Cheatham-Zone 2	Case Received	11/20/2013	Open
11	Code Enforcement	CAR-13-0582	11/22/2013	Accessory Dwelling Unit	13811 1ST AV SW Illegal ADU-Nguyen-Zone 1	Enforcement Letter 1	12/02/2013	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
9	Code Enforcement	CAR-13-0584	11/24/2013	Animals	13820 16TH PL SW Animals, Chickens-Norton-Zone 1	Case Received	11/25/2013	Open
8	Code Enforcement	CAR-13-0583	11/25/2013	Illegal Dumping	11826 11TH AV S Dumping-Meja-Zone 2	Case Received	11/25/2013	Open
8	Code Enforcement	CAR-13-0587	11/25/2013	Nuisance	234 SW 137TH ST Nuisance, Trash-Smith-Zone 1	Case Received	11/26/2013	Open
7	Code Enforcement	CAR-13-0585	11/26/2013	Nuisance	410 SW 138TH ST Vacant-Young-Zone 1	Case Received	11/26/2013	Open
7	Code Enforcement	CAR-13-0586	11/26/2013	Nuisance	13226 4TH AV SW Nuisance, Garbage Bags-Lee-Zone 1	Case Received	11/26/2013	Open
7	Code Enforcement	CAR-13-0588	11/28/2013	Sign Violation	119 SW 162ND ST ABS Bruno's Shoe-Neirub2-Zone 3	Enforcement Letter 1	12/02/2013	Open
6	Code Enforcement	CAR-13-0583	11/27/2013	Nuisance	12623 14TH AV S Nuisance, Trash, Vehicles-Martinez-Zone 2	Case Received	12/02/2013	Open



Notice of Application

City of Burien

400 SW 152nd Street (Suite 300)

Burien, Washington 98166

Date December 3, 2013

Applicant Barghausen Engineers for Andy Tran, Property Owner

Proposal Short Plat One Residential Lot Into Two Residential Lots.

File No. PLA 13-2224
File is available for viewing at Burien City Hall during regular business hours.

Location 13121 12th Avenue South

Tax Parcel No. 172304-9103

Current Zoning RS 7200– Single-Family Residential

Application Submitted/Complete Submitted: October 22, 2013
Complete: November 19, 2013

Other Permits Needed Right-of-way use, Construction Permit

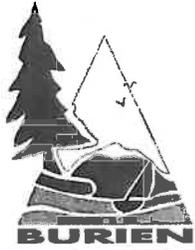
Review Process and Public Comment The decision on this application will be made by the Community Development Director. Prior to the decision, there is an opportunity for the public to submit written comments. **Written comments must be received prior to 5:00 p.m. on January 2, 2013.** Send written comments to the project planner. Please indicate your name and address and refer to the file indicated above. Only people who submitted comments as indicated above may appeal the decision on this application.

Project Planner (for written comments and more information) Stephanie Jewett, AICP, Planner
Department of Community Development
City of Burien
400 SW 152nd St. (Suite 300)
Burien, WA 98166
Phone: (206) 439-3152 E-Mail: stephaniej@burienwa.gov

Published in the Seattle Times Date of Notice: December 3, 2013

cc: Burien City Council
Burien Staff
B-Town Blog
Burien Daily
Burien Library

Discover Burien
Highline Times
Seahurst Post Office
White Center Now
Web site: www.burienwa.gov



Burien

Washington, USA

400 SW 152nd, Suite 300, Burien, WA 98166
Phone: (206) 241-4647 • FAX (206) 248-5539
www.burienwa.gov

DATE: December 4, 2013
FOR RELEASE: Immediately
CONTACT: Parks, Recreation & Cultural Services Department,
(206)988-3700

CANCELLATION

CITY OF BURIEN PARKS AND RECREATION BOARD MEETING NOTICE

The City of Burien Parks and Recreation Board has cancelled their meeting scheduled on Wednesday, December 11, 2013. The next regularly scheduled meeting will be held on Wednesday, January 8, 2014 at 7:00 p.m. at the Burien Community Center, 14700 6th Ave. SW.

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The City of Burien strives to provide alternate communication opportunities. Please contact the City Clerk's office, 206/248-5517, twenty-four hours prior to the meeting, for assistance.

cc: Burien City Council
Burien Staff
Burien Library
Discover Burien
Highline Times
Burien Daily
B-Town Blog
Seahurst Post Office
White Center Now
Web site: www.burienwa.gov

*** PLEASE PUT ON COMMUNITY CALENDAR BULLETIN BOARD**