
# CITY COUNCIL MEETING AGENDA

**June 1, 2009**

**Special Meeting, Council Chambers**

**For the purpose of receiving training on equipment in the Chambers**

**6:30 p.m.**

**and**

**Council Meeting, Council Chambers**

**7:00 p.m.**

**Burien City Hall, Council Chambers**
**400 SW 152nd Street, 1st Floor**
**Burien, Washington 98166**

| | | PAGE NO. |
|---|---|---|
| **I. CALL TO ORDER** | | |
| **II. EXECUTIVE SESSION** | | |
| **III. PLEDGE OF ALLEGIANCE** | | |
| **IV. ROLL CALL** | | |
| **V. AGENDA CONFIRMATION** | | |
| **VI. PUBLIC COMMENT** | To receive comments on *topics other than public hearing topics.* Individual will please limit their comments to three minutes, and groups to five minutes. | |
| **VII. CORRESPONDENCE FOR THE RECORD** | a. Copy of Letter to Chip Davis Dated May 8, 2009, from Richard Boustead Regarding Notice of Application – Robert Armstrong – File PLS-09-0444. | 3. |
| | b. Copy of Letter to Chip Davis Dated May 9, 2009, from Mrs. Thomas C. Gould, Sr. Regarding File No. PLA 09-0444, Robert Armstrong, Proposal: New Single-Family Residence on Lot Located in a Critical Area. | 5. |
| | c. Copy of Letter to Chip Davis Dated May 11, 2009, from Darlene Conrad and Arnold Candray Regarding File Number PLA-09-0444. | 9. |
| | d. Copy of Letter to Chip Davis Dated May 11, 2009, from Kenneth Jesperson Regarding Robert Armstrong – New Single Family Residence File PLA 09-0444. | 11. |
| | e. Letter Dated May 11, 2009, from Marion McCarthy Regarding Notice of Application PLA 09-0444. | 13. |
| | f. Letter Dated May 11, 2009, from Shashi and Jenny Sanzgiri Regarding File # PLA 09-0444. | 15. |

RECEIVED
MAY 12 2009
CITY OF BURIEN

May 8, 2009

Charles Davis
Department of Community Development
City of Burien,
15811 Ambaum Boulevard SW (Suite C),
Burien, WA 98166

Subject : Notice of Application – Robert Armstrong – File PLS-09-0444

Dear Mr. Davis,

I am a resident of The Bluffs condominium community and am strongly opposed to the proposed construction of a single family home on lot number 182720-0125. This property is encompassed in a zone designated as "Native Growth Protected" and a high risk (hazardous landslide) area. The Armstrong property borders the Bluffs property.
In January 2007 I witnessed a slide on the west side of lot 182720-0125 which resulted in the closure of SW 172nd Street for a period of 48 hours and resulted in all traffic, including emergency vehicles and school buses, being subjected to a substantial detour. Since that time I have observed additional slides in this same location. Other than the installation of 36" high concrete barriers along SW 172nd Street, at the base of this slide area, no corrective action has been taken. This shear cliff face, over SW 172nd Street, continues to be dangerous to local residents whose primary access/egress is threatened by the commercial development of lot number 182720-0125.

If approved, the construction of a home and drive-way on lot number 182720-0125 will require the removal of numerous deep rooted trees and shrubs, all of which will further destabilize the hillsides around this property and increase the noise levels of aircraft activity at SeaTac Airport to the determent of local residents.

The City of Burien must surely realize that the ecological damage which will result from the development of lot number 182720-0125 is absolutely contrary to the best interests of this community and the safety of all those who rely on SW 172nd Street as a means of access/ egress, to/from their west Burien homes.

Additionally, construction in this "high risk slide area" typically requires a 50 foot buffer zone; however the Notice of Application for a building permit is requesting the buffer zone be reduced to 15 feet in places! This makes absolutely no sense to the safety of the surrounding community. Conversely, considering the circumstances, the buffer zone should be in excess of 50 feet for the safety of SW 172nd Street, The Bluffs property and other concerned residents in the area.

CFTR : 6/1/09
Chip Davis will respond as part of his Staff Report
PC : 5/13/09

It is highly questionable that Robert Armstrong, who represents JL Ladenburger Properties LLC, a property development company, purchased lot number 182720-0125 in 2007, without realizing the property is land locked, in a Native Growth Protected and in a critical/high risk slide area. Obviously these were the reasons this lot had not been developed in the past. Developing this lot is absolutely not in the best interests of the surrounding community and is totally unsuited for residential development.

I appeal to The City of Burien, Department of Community Development, to consider these heartfelt concerns and request the development application of lot number 182720-0125 is emphatically rejected.

Most sincerely,

Richard Boustead
17101 23rd Place SW
Burien WA 98166-3200

206 433 7549 home
206 459 9027 cellular
bousteadllc@gmail.com

Copy:
Joan McGilton, Mayor of Burien
Scott Greenberg, Community Development Director
Mike Martin, Burien City Manager
Richard Loman, Economic Development Manager

Mr. Charles "Chip" Davis
Department of Community Development
City of Burien, Washington
15811 Ambaum Blvd. SW, Suite C
Burien, Washington 98166



May 09, 2009

Re: File No. PLA 09-0444
Robert Armstrong
Proposal: New Single-Family Residence on Lot Located in a Critical Area

Mr. Davis:

The opportunity for public comment gives the City valuable perspective gathered from interested parties who have first hand observations, knowledge, and history of the land area involved in the Armstrong application.

Those comments include knowledge from long time local architect Alex Sasonoff who has worked tirelessly for the successful development of both Burien's residential and commercial ventures. Mr. Sasonoff has first hand knowledge and documentation of the geotechnical history and current status of our critical area. His personal work in our specific area has been ongoing since the mid 1980's. His findings are backed up by those gathered by Dr. Neil Twelker who, before his passing, was well regarded for his work as a soil engineer. Mr. Sasonoff's current findings based on an updated assessment conclude from an experienced professional standpoint that the parcel in question should not be developed.

Other comments come from residents in the Bluffs Homeowners Association with personal interest who have professional backgrounds in related technical fields. These people have through the years used their considerable skills to maintain the fragile stability of the critical area in which the Bluffs and the parcel in question are centrally located. It is to their credit that the Bluffs has been diligent in constant adjustments as needed to maintain the stability of our hillside for it's residents and that of the property owners below. Any disturbance caused by allowing the Armstrong proposal to proceed would surely cause havoc in the short and long term protection of this critical area. Instead of being monitored by the occupying property owners the maintenance of our hillside could easily become a public burden affecting dozens of neighboring homes at massive public expense.

Below are some of the significant topics researched and brought forward by interested parties:

1. The application submitted by Mr. Armstrong is incomplete and contains inaccurate information. This information is critical to a request to alter land in such a delicate area. It also leads us to wonder if the ensuing project itself, if approved, would be undertaken in a similarly inadequate manner. There are many aspects that would need considerable preplanning to result in a successful development. Mr. Armstrong has already placed the

CFTR: 6/1/09
Chip Davis will respond as part of his Staff Report

PC: 5/13/09

"Notice of Application" sign in a misleading location. I understand the City had to contact Mr. Armstrong to correct this. Should not the posting time of the "Notice of Application" be extended due to the original inaccurate placement of the sign?

2. Mr. Armstrong does not have, and very well may never have, vehicular access to this parcel. At best it would be a comprehensive and prohibitively expensive endeavor to obtain access.

3. The stability of the hillside on which the parcel is right in the middle has for many years been designated a Critical Area of unstable landslides after extensive geotechnical research initiated by earlier ground movement. Ongoing slide activity affecting the public road is well documented. This proposed project is entirely located in this landslide hazard area.

4. The parcel in question is a small bit of land surrounded by, and I believe located in, an area of Native flora and fauna protection.

5. Government land use planners back as far as the 1980-1990s have strictly limited development in this area. Sited is the determination when the Bluffs was developed that the original forty units requested not be allowed. Based on the "steep slope and proximity to a critical area" this number was reduced to eleven units due to the tenuous nature of the property. That was deemed maximum use of the area in an era when we did not know as much as we do now about the influence of unwise development.

6. Obtaining the right to entry and continued use of infrastructure privately built, owned, and maintained by the Bluff and necessary for this project to occur is not in place. At best it would be a very involved and extensively litigious process should the application go forward.

7. According to long time residents prior owners of the subject property had extensive tests done only to end up being discouraged from building by the findings.

This review of comments could continue and be quite long but in the interest of brevity I'd like to conclude by requesting that the above significant observations as well as any others you will receive concerning this petition be thoroughly addressed by the people who will decide the future of Mr. Armstrong's pending application.

Thank you in advance for your attention to this matter. I am a long time property owner in Burien and a current resident in the Bluffs.

Respectfully,

Mrs. Thomas C. Gould, Sr.

Mrs. Thomas C. Gould, Sr.
17117 23rd pl. s.w., Burien

Mayor,
I'd like to bring this to your attention
K. Gould

Alexander G. Sasonoff
Architect A.I.A

05.08.09

Charles W. "Chip" Davis
Department of Community Development
City of Burien
15811 Ambaum Blvd SW, Ste C
Burien, WA 98166

re: file# PLA 09-0444

Dear Mr. Davis

I have been a resident of the Three Tree Point area for 40 years. I have also worked as an architect for the same number of years in this area.

My background knowledge of The Bluffs started in the 1980s working with developers Berg and Avila. They proposed to build 40 units on this land. King County at that time limited the development to 11 units due to the steepness and possibility of slides in this area. The land was sold to Mr. Childs who developed the 11 units.

While working for Berg and Avila, I walked the site and found water visible on the surface, trickling at the bottom of the swale in a westerly direction. At the same time I was designing a residence for the Mayers, directly across 172nd and SW of the knoll that Ladenburger is proposing to develop.

When the Mayer site was excavated, we discovered the remnants of an old slide. I called Dr. Neil Twelker, a geo technical engineer who investigated the Mayer excavation. Looking at the turbulent mass of soil, he determined it was the remnants of an old slide. By looking at the debris, he thought it was 5000-6000 years old.

Looking at the bluff on the Ladenburger property, it is possible that a mass of soil slid in a SW direction forming the shallow sloped area known as Sunkist Beach. The knoll and the bluff are continuing to move in a south westerly direction. This can be seen by the way the trees are growing on this slope.

There have been other slides more recently in this area. Driving back and forth to my home, I have noticed water draining from the base of this bluff on to 172nd Street, even in the middle of summer.

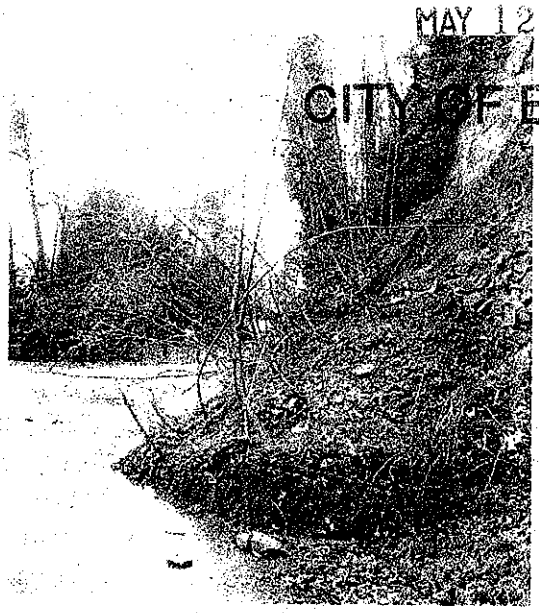
It is my opinion that this is an extremely hazardous slide area and should not be developed.

Sincerely,

206.242.3735 • asasonoff@aol.com • P.O.Box 847 • Seahurst, WA 98062

# DON'T LET THIS HAPPEN AGAIN





**Proposal: New Single-Family Residence on Lot located in a Critical Area. PLA 09-0444**

May 11, 2009

Charles W. "Chip" Davis
Department of Community Development
City of Burien
15811 Ambaum Blvd SW (Suite C)
Burien, WA 98166

Re: File Number PLA-09-0444

Dear Mr. Davis,

On January 7, 2007 a landslide closed SW 172nd Street for two days between Burien/Normandy Park and Three Tree Point. All vehicles, including school buses and emergency vehicles, were forced to make a lengthy detour. This landslide originated from the steep hillside on the west side of the Armstrong (Ladenburger Properties LLC) proposed building site. The City of Burien has designated this lot as being in a Critical Area; a high risk slide area. Removal of trees and shrubs will exacerbate this problem landslide area. Similar slides in the same proximity occurred in December, 2005 and January, 2006; and several years earlier, requiring closure of 172nd for over six months to accomplish major street and hillside repairs. This has led to costs that the city has already been subjected to; with the road closures, soil removal, erection and placement of "jersey" barriers, and efforts at control of continuing earth slides.

CFTR: 6/1/09
Chip Davis will respond as part of his Staff Report
PC: 5/13/09

We as residents in The Bluffs are writing this letter to oppose the construction of a single family home proposed by Robert Armstrong (Ladenburger Properties LLC). Our concerns are that the removal of trees and other vegetation will increase the risk of landslides. This is in a Critical Area, surrounded by a designated "Native Growth" area, which has a history of slides blocking 172nd. In speaking with our neighbors living below us on 173rd, we are told of a disturbing history of underground springs and sinkholes, as well as the outlet from a swale condition and underground springs running through this area.

Robert Armstrong (Ladenburger Properties LLC), is requesting a waiver to reduce the required 50 foot setback to 15 foot from the precipitous ridge line, immediately adjacent to the current open slide area. The City Planner stated that Armstrong will have to present a very detailed engineering presentation for actual house construction, to validate a house using a 15' buffer; yet the "Notice of Application" states under "Other Studies Needed" – "None". This appears to present a conflict on what will be needed for approval by the City.

This "Application" is totally unacceptable. Approval will exacerbate the current instability of the surrounding land including SW 172nd Street and The Bluffs. It is the responsibility of the City of Burien, through granting building permits, to ensure that the safety of the public is protected, as well as acting as "guardians" of the native environment.

Public Posting of "Notice of Application" location. Armstrong (Ladenburger Properties LLC) have accomplished two misrepresentations, by placement of the sign directly in front of Bluffs property; 1) giving the impression that it is the Bluffs that is planning on building new units...many 'passers by' have expressed concern about this to Bluffs residents, and 2) the sign is not located in front of Armstrong's very steep incline property. As of this mailing date, the sign has still not been moved to the proper location, though it is our understanding that the City Planner made a formal request on May 6, 2009 for Armstrong to do so?

We urge you to deny the Armstrong (Ladenburger Properties LLC) application.

Sincerely,

Darlene Conrad Arnold Candray

Darlene Conrad and Arnold Candray

17129 – 23rd Place SW

Burien, WA 98166

cc: Mike Martin, Burien City Manager;

Scott Greenberg, Community Development Director

Joan McGilton, Mayor

May 11, 2009

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Charles Davis
Department of Community Development
City of Burien
15811 Ambaum Blvd SW, Suite C
Burien, WA 98166-3066

Dear Mr. Davis,

SUBJECT: ROBERT ARMSTRONG - NEW SINGLE FAMILY RESIDENCE
FILE PLA 09-0444

After receiving the Notice of Application, I carefully reviewed all aspects, and in particular the safety and environmental impacts on my property. I, as a member of the Homeowner's Association, own the property surrounding the Armstrong property on three sides. Therefore the approval of the application will have major negative impacts on my property, and the use of my residence. The fourth side of the property abuts SW 172nd Street (Sylvester).

The following safety and environmental items will have a harmful impact on our property and our lives:

Based on recent history there is the likelihood of sink holes and landslides occurring below the Armstrong property on the SE (my property) and S (SW 172nd St) sides. These sides of the property are very steep so the likelihood of landslides and sink holes will increase due to the removal of trees, brush and other vegetation which stabilizes the soil and also remove moisture from the soil. This is dangerous for vehicular traffic on SW 172nd St and for anyone, especially children that sometime play in the native growth protected area that is SE of the Armstrong property.

The slide area (south side of Armstrong property) has caused the closure of SW 172nd Street three times since I have lived in my home. On one occasion it was closed for several days. Several hundred feet east of my home, a landslide occurred on SW 172nd in 1992 that closed the road for several months. A large and expensive retaining wall was constructed. Meanwhile, there was no emergency vehicle access except via Seahurst.

The noise pollution from the nearby airport and particularly the new 3rd runway is mitigated by the trees and other vegetation on the south sides of my property. This south side hill and vegetation extends over 700 feet is all part of a native growth protected area and is owned by our association; ***except*** for the Armstrong property. If the Armstrong application removes 90 feet of trees along the crest of the hill the noise will undoubtedly increase. The Armstrong tree/brush removal is centered directly between my home and the airport.

The "Notice of Application" I received shows a "Landslide Hazard Area" in the critical area southeast of the Armstrong property. In such an unstable/critical area where the slope from the crest of the hill is over 40% there is supposed to be a buffer zone of 50 feet. This very steep slope is ***over 100%.*** If I interpret the drawing correctly the

CFTR : 6/1/09
Chip Davis will respond as part of his Staff Report
PC : 5/13/09

proposed home has a 15 foot buffer zone. Is this correct? I request that the city of Burien maintain a 50 foot buffer, per code, for this very steep and unstable/critical area. In the name of safety, I request the city of Burien to make an exception to the building code and increase the buffer to 60 or 70 feet rather than DECREASE the buffer. Decreasing the buffer makes no sense and is dangerous.

The north side, lowest point, of the Armstrong proposed SFR abuts our private road/driveway. This side of the property is also a steep slope of over 40%. I request that a 50 foot buffer be required between our private road, 23rd Pl SW, and the proposed Armstrong SFR. We homeowners have installed over 100 feet of a very substantial retaining wall along our roadway to protect it from slides. It has worked well. We do not want the Armstrong property to cause problems with land slippage onto our driveway, which is the only way to and from our homes.

Storm water drainage and other utilities for the Armstrong property do not exist at this time. It appears that the developer/owner plans to tie into our storm drains and other utilities that are located on our private property. These utilities were constructed at the expense of the homeowners and no easements for Armstrong's property exist. Drainage from rain (storm water) has been a constant problem for the Bluff's homeowners due to the poor soil. We have made many improvements and have spent 10's of thousands of dollars on these improvements. The improvements continue to be made every year as needed. Any new construction will exacerbate the ongoing problem. For information purposes, there are two large lots to the north of the Bluff's property. These lots have easements for using our private gate and roadway to reach the owner's property. The owner plans to sell or develop these lots. He also has easements to tie into existing utilities. We have worked well with the owner, Mr. Larry Johnson, of the two lots. The Armstrong property ***does not*** have any rights to use our private property and our utilities.

The application included drawings that show the Armstrong building infringing on a parcel of land that is not owned by Armstrong. The small parcel is owned partially (2/3) by Armstrong but the remaining 1/3 of the small parcel is owned by others. Based on conversation with the other owner Armstrong has no right to build on his parcel. Would the City of Burien have the authority to issue a building permit for building on a third party's property?

Sincerely,

Kenneth Jesperson

Kenneth Jesperson
17123 23rd Pl SW
Burien, WA 98166

Cc: Joan McGilton, Mayor of Burien
Scott Greenberg, Community Development Director
Mike Martin, Burien City Manager

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CITY OF BURIEN

May 11, 2009

Joan McGilton, Mayor
City of Burien
15811 Ambaum Blvd SW
Burien WA 98166-3066

Note:

With the enclosed letter I am bringing to your attention my strong objection to the Notice of Application PLA 09-0444 for construction of a residence on Tax Parcel No. 182720-0125.

Thank you for your attention to this matter.

Marion McCarthy

Marion McCarthy
17121 23 Place SW
Burien WA 98166-3200

Home Phone 206-453-3912

CFTR: 6/1/09
CC: Chip Davis for response as part of his Staff Report
PC: 5/13/09

May 11, 2009

Charles W. (Chip) Davis
Department of Community Development
City of Burien
15811 Ambaum Blvd SW, Suite C
Burien WA 98166-3066

Re: File No. PLA 09- 0444, Robert Armstrong

Dear Mr. Davis:

As a resident and member of The Bluffs Condominium Homeowner's Association I wish to voice my opposition to the Notice of Application dated April 23, 2009. The construction of a home and driveway will require the removal of tree and shrubs. This will intensify the ground instability in this native growth area that has been designated as a critical area due to the high risk of landslide.

In addition, the application is requesting a reduction of the required 50 foot steep slope buffer zone. However, the entire site is in the critical area, and not a buffer zone. Both the southern and northern sides of the property are precipitous slopes extending from the ridgeline. The entire site is a landslide hazard area.

Although the greatest impact of development on this property will be on The Bluffs property to the north and on the Bickerstaff property to the south the ecological damage is contrary to the interests of other surrounding property owners and to the city of Burien. Previous landslides in this area have required the closure of SW 172 St and have endangered the safety of all residents and travelers in this area.

Therefore, I am requesting that the City of Burien, Department of Community Development reject this application for development of Tax Parcel No. 182720-0125.

Sincerely,
Marion U McCarthy
Marion U. McCarthy
17121 23 Place SW
Burien WA 98166-3200

Home Phone 206-453-3912

Cc:
Mike Martin, Burien City Manager
Scott Greenberg, Community Development Director
Joan McGilton, Mayor of Burien

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MAY 12 2009

CITY OF BURIEN

May 11, 2009

Joan McGilton

Mayor of Burien

15811 Ambaum Blvd, SW (Suite C)

Burien, WA 98166-3066

Ref: File # PLA 09-0444

Sir

We object to the Robert Armstrong's proposal for building a new single family residence in the property adjoining Bluff's Condominium complex. We bought the condominium at the Bluffs because of the beauty and quietness of the natural surroundings. We have several issues and concerns about Armstrong's notice of application for his residence. The main concerns are:

1. First of all we think that the land is unsuitable of building a house because of the steep slopes
2. We fear that building of a house will destabilize the hill side and can cause landslides. There was a landslide in that area couple of years ago
3. We fear that we are going to loose the privacy as well as the safety in our area
4. We also fear that our private road inside the property will be damaged because of the heavy trucks
5. There is no space in our area to hold construction equipment and supplies
6. We fear that our property value will go down in value because of the resulting loss of trees and natural beauty of the hill side

We therefore strongly recommend that Armstrong's request for building a house be rejected.

Sincerely

Shashi and Jenny Sanzgiri
17103 23rd Place SW
Burien, WA, 98166
206-39-6165

CFTR : 6/1/09
CC : Chip Davis for response as part of his Staff Report
PC : 5/13/09

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MAY 12 2009

CITY OF BURIEN

May 11, 2009

BURIEN prides itself in quality life for residences of Burien. The truth is city council thinks their rebuilding downtown with expensive Condo's is all that's important. They speak about diversity and yet those who choose to rent get no respect. And yet speaking for myself I pay taxes, volunteer and vote just like everyone else!!!!

I am writing this as a result of returning to Burien a place full of fond memories for me. For three years I lived in Burien as a renter. My experience was full of slum lords that either rented slum property or allowed ghetto folks to reside.

I called Burien CODE ENFORCEMENT as I had weeds growing in my walls, constant plumbing problems, black mold in window sills etc. Landlords had no respect for landlord tenant laws and arrogantly disrespected me as a human being. Went to Burien City council with pictures and got no satisfaction about the poor living conditions. After expressing my grievances and told city of Burien I would boycott them in the future, which includes my love of the Strawberry Festival, Farmers Market, Parade and Burien Little Theatre I have learned my complaints were disregarded.

Thus I now reside in Renton. I have a beautiful apartment. I walk down the street and people say "good morning".!!! I have been warmly welcomed by Renton City Council and I can call them for suggestions to improve quality living and they respond.!!

I just want residents in Burien to consider holding their elected officials accountable. Is this the legacy Burien wants for the future. I find my experience appalling and pathetic for a city that I wanted to be a part of and share my talents.

SHAME ON THE CITY OF BURIEN!!

Regards,

Kathleen McDermott

Kathleen McDermott

(425) 277-2911

415 Williams Ave So #103
Renton Wa. 98057

CFTR: 6-1-09
PC: 5-13-09

Joan McGilton
Community Development Director
Burien,Washington



**Reference: Notice of Application**

Date: April 23, 2009
Applicant: Robert Armstrong
Proposal: New Single-Family Residence on Lot Located in a Critical Area
File No. PLA 09-0444
Location: SW 172nd Street and 23rd Place SW, Burien,WA
Tax Parcel: 182720-0125
Current Zoning: RS-12,000 Single-Family Residential Zone

My Concerns:

1. That parcel of land( hill) has slid since we have lived at our current residence since 1978

2. Water draining down from that hill onto SW 172nd

3. There are sink holes (maybe up to three in the hill) caused by the two big storms in last ten years and the last earthquake.

4. I am concerned if trees are cut down from that part of hill (which is the main stabilization of the hill) what the results is to anything below it and the homes on the south side of SW 172nd

5. It is one of the last parcels of space/trees that is left in the area with owl/raccoon/fox/bird/ eagle (2) and other small species.

6. I do not know if there is an underground spring on that part of the hill, but they do exist on other parts of the hill.

7. I believe everyone has the right to build a home in an area they like, but I also believe that the City/County/State has an obligation to potential home owners and residences in an area if this is a safe and viable building site that will benefit the community.

Thank you for the opportunity and your willingness to investigate this building permit in the best interest of everyone concerned.

Mr. & Mrs. R Bickerstaff
1972 SW 172nd
Burien,WA 98166

Ron Bickerstaff

cc: Scott Greenbery
cc. Mike Martin

CFTR: 6/1/09
CC: Chip Davis for response as part of his Staff Report
PC: 5/14/09

**CITY OF BURIEN**
**AGENDA BILL**

| | |
|---|---|
| **Agenda Subject:** Presentations of the Arts Commission and Parks, Recreation & Cultural Services Advisory Board Annual Reports | **Meeting Date:** June 1, 2009 |

| | | |
|---|---|---|
| **Department:** Parks, Recreation and Cultural Services<br>**Contact:** Michael Lafreniere, Director<br>**Telephone:** (206) 988-3703 | **Attachments:**<br>1. Arts Commission Annual Report<br>2. Parks Board Annual Report | **Fund Source:** N/A<br>**Activity Cost:** N/A<br>**Amount Budgeted:** N/A<br>**Unencumbered Budget Authority:** N/A |
| **Adopted Initiative:**<br>Yes No X | **Initiative Description:** N/A | |

**PURPOSE/REQUIRED ACTION:**

The purpose of this agenda item is for Council to receive reports by the Arts Commission and the Parks, Recreation & Cultural Services Advisory Board regarding their primary activities in 2008 and the work programs planned for this year and next. The Arts Commission and the Parks & Recreation Advisory Board have provided the attached annual reports for Council review.

Shelley Brittingham, Arts Commission Chair, will be presenting the Commission's report.

Christopher Ndifon, Parks Board Chair, will present the Board's report.

**BACKGROUND (*Include prior Council action & discussion*):**

As required by the ordinances establishing the Arts Commission and the Parks, Recreation & Cultural Services Advisory Board, the respective advisory boards shall submit to the City Council an annual report of accomplishments for the previous year and work-plan recommendations.

**OPTIONS (*Including fiscal impacts*):**

**Administrative Recommendation:** Receive presentations.

**Committee Recommendation:** N/A

**Advisory Board Recommendation:** N/A

**Suggested Motion:** None required.

Submitted by: Michael Lafreniere
**Administration** ML/ml **City Manager**

| | |
|---|---|
| **Today's Date:** May 26, 2009 | **File Code:** \\file01\records\cc\agenda bill 2009\060109pks-1 annual reports.docx |

# Memorandum

To: Mayor Joan McGilton & Burien City Council Members

From: Kathy Justin, Arts Commission Chair

Date: June 1, 2009

Re: 2008 Arts Commission Report & 2009 Work Plan

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The City of Burien Arts Commission is pleased to report the following accomplishments during 2008:

## Visual Arts

### Arts Education

- ***Grid Project***-- Victoria Hall received a School District "Mad Grant" to create artwork with local high school art classes to be displayed at B-Town Scoop in May. Students were given an Old Masters Painting to grid, and then each student copied his/her square. Approximately 100 students were involved.

- ***Arts-a-Glow***— Staff administered this new event, which included Commissioners volunteering at the Lantern Making workshop at the Burien Fire Dept's Annual "Kids Day" event on September 6th. Parents and children created close to 200 lanterns at the daytime event, which culminated in an evening parade that same day.

### Public Art

- ***15th Birthday Celebration***—Ignition Northwest, with the help of Arts Commissioners Dane Johnson and Kathy Justin, loaned the city the "Birthday Cake Bus" to use for the City celebration in March. The bus was displayed in the Karuna Yoga parking lot during the evening Awards Dinner and was driven through Downtown Burien the next day to the family celebration at Highline High School.

- ***Final Town Square Public Artwork***—The City worked with 4-Culture to administer a new call for artists and proposal review for a sculpture in the Town Square open space. The new piece was intended to replace the original proposal by artist Dan Corson. A selection jury composed of Public Art committee members, representatives from the City-at-large, Parks Board, and public art community selected Portland artist James Harrison's piece "Sun Pavilion. Following recommendation by the Commission, City Council also approved the design. The 30 ft metal pavilion-sculpture with glass accents will be installed prior to the Town Square opening on June 13.

- ***4 Culture Public Art Workshop*** – Staff attended this new workshop last October regarding the administrative considerations to bring either first-time public art projects to and/ or expand the current collections of their cities.

### Downtown Burien Arts-A-Glow (Art Walk)

- Staff administered a revamped joint fall event with Discover Burien on September 6th.
- Artists Denise Henrikson and Leslie Zen used their City Arts & Culture grant to present the "Lantern Project", which included a daytime Lantern Making workshop and "After-Dark" parade down SW 152nd St, which culminated at the street party in Old Burien.
- An additional highlight included 4 Culture's project that scheduled 3 artists to "live" in the Karuna Yoga storefront overnight and communicate through the glass windows with street pedestrians. (See "4 Culture's Site Specific" below).

- Discover Burien continued the event's original component that placed visual artists and their work in various downtown business locations.
- 4 Culture's Sustained Support grant provided major funding for the event.

## Performing & Literary Arts

***Literary Arts Program***-The Commission's committee continued to explore ideas on how these programs could occur. Their focus was to research current literary programming already happening in the City and then determine what might enhance this.

***Strawberry & Arts Festival—***

- Staff administered the overall event while partnering with Burien Arts Association on various event elements.
- Exceptionally warm weather and another year of new and unique art experiences and performances resulted in outstanding community attendance.
- Various Commissioners assisted as event volunteers, with the Burien Auto Dealers also contributing funding.

***Summer Concerts/Movies***

- Staff administered the 9th Annual Summer Concert series, which continued to include the 7th Annual *Family Fiesta* event in conjunction with one of the July concerts.
- 4 Culture's Sustained Support grant continued as the major funder for the concert series. Additional funding was provided by Burien Town Square and the Burien Auto Dealers.
- Two outdoor movie nights were also scheduled for the 2nd consecutive year in August.

## Special Projects

***Arts and Culture Fund—***

- Following a recommendation by the Commission, City Council increased the 2009 fund during the 2008 budget process from $15,000 to $35,000, with the requirement that $10,000 be allocated directly to the Highline Historical Society. (HHS serves as Burien's exclusive heritage organization).
- Burien's non-profit arts organizations were very appreciative of this increase, especially since this followed the momentum established at the City's 1st Arts Summit held earlier in the year.
- The increase was the first since the Fund's inception in 1999.

***Arts Summit-***

- Staff planned and organized the first Burien Art Summit in May, which brought together arts stakeholders in the community so that priority issues could be discussed and collaborative relationships could be created.
- 4 Culture staff volunteered their time to facilitate the event.
- A Summit outcome was to continue to organize informal gatherings with the groups so that topics, such as marketing and space, could be discussed and pursued in greater detail.
- The first post-Summit "ARTalk" was held in November to discuss potential joint marketing and promotional efforts that could be shared between the groups.

***4-Culture's Site-Specific Art Events in Burien—***

4 Culture provided and/or contributed funding for these unusual and innovative events while City staff provided administration:

- Artist Susan Robb"s installation "Toobs" at Lake Burien School Park on a July afternoon. The installation involved 50 ft black garbage bags inflated into huge tubes while swaying in the wind.
- Musician Byron Au Yong's"Kidnapping Water: Bottled Opera" that included eight opera singers and musicians showing up unexpectedly at Seahurst and Eagle Landing Parks.

- The "Trash Apes", who were performance/movement artists/actors dressed and moving as apes on all 4 legs at the Strawberry & Arts Festival. The artists appeared unexpectedly on the festival grounds, surprising and delighting festival participants in the process.
- Artist Laura Curry's "Performance Memoirs" during the Arts-A-Glow event in September. The artist installed herself and two other artists in the windows of Karuna Arts Yoga on 152nd and Ambaum to directly interact with sidewalk pedestrians and passer-bys for 30 hours.

***Aesthetic Master Plan-***

- Commissioner Maureen Hoffman presented information and created a relationship with the Burien Economic Development Partnership (BEDP), while also educating them on the Arts Commission's mission and functions.
- Her presentation to the group on "Branding Burien" suggested redesigning the Burien logo, addressing aesthetics that could be used in signage and way finding, and developing a Downtown Burien banner project, which would visually represent and celebrate the diversity in Burien's residential and business communities.

## 2009 Work Plan

In addition to the already-existing and carry-over 2009 Work Program items, the Commission added the following:

- Pursue adoption of the arts as signature element for the City's identity and additional element for the City's branding.
- Focus on the B/IAS site to incorporate all art programming areas (visual, literary, performing, etc.).
- Develop a Public Art Plan to expend the existing "Art in Public Places" fund.
- Follow-up w/B-Town Blog so that literary resources & info can be made available to community.
- Continue implementation of ARTalks with topic-specific discussions and presentations for artists, organizations, & businesses.
- Continue pursuit of improving and/or creating new City logo.
- Continue pursuit of incorporating arts into Burien's physical landscape, including signage, way finding, banners, etc.

# Memorandum

**To:** Mayor Joan McGilton and City Council Members

**From:** Christopher A. Ndifon, Sr. Parks and Recreation Advisory Board Chair

**Date:** June 1, 2009

**Re:** Parks, Recreation & Cultural Services Department 2008 Advisory Board Annual Report

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The Parks and Recreation Advisory Board makes recommendations regarding recreational programming and the acquisition, promotion, improvements, maintenance and use of City Parks. The Board is please to report the following accomplishments during 2008.

Park Planning and Activities

1) The Board reviewed the 2009 Department Work Plan and Capital and Operational Budgets.

2) The Board participated in the celebration of the "Passage" featuring the large sculpture of Mother and Child exhibits near Town Square Park.

3) The Board continues participation and discussion of the work in progress at the Town Square Park.

4) The Board reviewed the Mathison Park Expansion preliminary site and trail layout plan.

5) Board Members participated in an annual Park Tour to all the 17 existing Parks sites within the City of Burien.

6) The Board heard presentations on the Seahurst Park North Shore feasibility and design alternatives. The preferred alternative design represents shoreline armoring removal, restoration of the beach, riparian planting and recreational improvements. The Board supports the preferred alternative.

7) The Board participated in planning and design discussions and recommendations for the new Recreational Community Center.

8) Board members provided a tour of the Burien park system to the public.

Recreation Activities

1) The Department provided over 300 individual recreation instructional classes, workshops, camps, trips and family oriented special events for preschool through senior-adult aged participants.

2) "Camp Craz", the City's Summer Day Camp program reached maximum participant enrollment each week during its 10 week season.

3) The Board heard presentations from staff about Youth and Family services. They discussed these programs and offered suggestions.

4) The Board received presentation updates and Public Art Highlights in 2008, which included; Burien interim Arts Space (BIAS) beginning with "The Passage", Arts a Glow Fall Downtown Art Walk, Strawberry & Arts Festival, Summer Concerts/Family Fiesta, Arts Summit, and Burien Little Theater.

Park Acquisition, Naming and Dedications

1) The Board reviewed citizen suggestions and have recommended the naming of 141st Street Stormwater Pond Park as Linde Hill Park. The Board based the name selection on the historical background of the Linde Hill subdivision, thus providing further identity to the neighborhood.

Parks Improvements and Construction

1) Seahurst Park Upland Trail and Improvements were completed in December.

2) Jacob Ambaum Park was completed in May.

3) Invasive plant removal at Mathison and Seahurst Parks were performed through the services of goat herds.

Operations

1) Staff updated Board on parks maintenance and operational issues/ concerns/ successes.

2) 2008 was another successful year for the Adopt-a-Park program thanks to all the volunteers, businesses and non-profits groups like REI, Volunteers for Outdoor Washington and locally the Shorewood Community Club neighbors and Environmental Science Center. The program had 220 participants during the year and logged 904 hours of work, averaging 75 hours of volunteer work each month in our city parks. Projects included invasive plant removal at several parks, maintenance along the North Nature Trail at Seahurst Park and installation of native plants in cleared areas.

Policy

1) Developed a Park Memorial and Donation policy.

2) The Board discussion and staff presentation on Recreational Fee Policy and recommendations related to program and facility fees.

3) The Board recommended a voluntary "No Smoking" policy in City Parks and Facilities, to include a Council proclamation, signage, public education, information and services.

4) The Department created new Athletic Field User Fee categories and rental fees.

City Improvement

1) Department coordinated the City's 15th Year Birthday Celebration Event, including a ride through downtown Burien on the innovative "Birthday Bus".

2) The third annual "Empty Bowls" event was presented, which attracted 667 people who contributed $8,000 by purchasing a bowl/soup service donated by local businesses through the Moshier Arts Center for the benefit of the Highline Food Bank.

Regional Support

1) The Strawberry Festival was very successful and highly attended approx 10,000 attendees.

2) The Environmental Science Center provided the Board an update and review of services and programming offered at Seahurst Park.

Recognition

1) WRPA awarded Burien, along with several other King County cities an Award of Excellence for creating a regional park and trails map.

2) WRPA awarded Scott Thomas for Distinguished Service in the Parks Resource Section.

2009 / 2010 Agenda Items

1) Review the Mathison Park trail design and construction.

2) Review the Seahurst Park North Shoreline design and budget.

3) Listen to and address community concerns related to parks and recreation.

4) Participate in the Vegetative Management Plan at Eagle Landing Park and Forest/ Habitat mapping at Burien parks.

5) Review and make Recommendations for Parks improvement, management and maintenance activities.

# 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 1st day of June, 2009** the FOLLOWING:

CHECK NOs. **22116-22313**

IN THE AMOUNTS OF **$1,796,083.20**

WITH VOIDED CHECK NOS. _____

# Accounts Payable
## Checks for Approval


User: liliac
Printed: 05/28/2009 - 9:54 AM

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| 22116 | 05/18/2009 | General Fund | Subscriptions/publications | ABC Legal Messengers, Inc. | | 70.50 |
| 22116 | 05/18/2009 | General Fund | Miscellaneous | ABC Legal Messengers, Inc. | | 40.50 |
| | | | | Check Total: | | 111.00 |
| 22117 | 05/18/2009 | General Fund | Operating Rentals And Leases | AIRGAS-NORPAC, INC. | | 54.96 |
| 22117 | 05/18/2009 | General Fund | Operating Rentals And Leases | AIRGAS-NORPAC, INC. | | 54.97 |
| | | | | Check Total: | | 109.93 |
| 22118 | 05/18/2009 | General Fund | Telephone | A T & T | | 34.46 |
| | | | | Check Total: | | 34.46 |
| 22119 | 05/18/2009 | General Fund | Refund Clearing Account -Parks | Kurt Bennett | | 100.00 |
| | | | | Check Total: | | 100.00 |
| 22120 | 05/18/2009 | General Fund | Dues/memberships | STEVEN BLAKE | | 180.00 |
| | | | | Check Total: | | 180.00 |
| 22121 | 05/18/2009 | General Fund | Professional Services | Kristin Mayer | | 675.00 |
| 22121 | 05/18/2009 | General Fund | Human Services-Arts & Culture | Kristin Mayer | | -675.00 |
| 22121 | 05/18/2009 | General Fund | Professional Services | Kristin Mayer | | 337.50 |
| 22121 | 05/18/2009 | General Fund | Professional Services | Kristin Mayer | | 337.50 |
| | | | | Check Total: | | 675.00 |
| 22122 | 05/18/2009 | General Fund | Professional Services | STEVE BOTKIN | | 1,812.80 |

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| | | | | | Check Total: | 1,812.80 |
| 22123 | 05/18/2009 | Street Fund | Street Maintenance-non-county | The Brickman Group, Ltd. | | 11,712.00 |
| | | | | | Check Total: | 11,712.00 |
| 22124 | 05/18/2009 | General Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | 344.89 |
| 22124 | 05/18/2009 | General Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | 38.32 |
| 22124 | 05/18/2009 | General Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | 121.52 |
| 22124 | 05/18/2009 | General Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | 268.24 |
| 22124 | 05/18/2009 | General Fund | Printing | Philip Hwang Kwang Nam | | 38.32 |
| 22124 | 05/18/2009 | General Fund | Printing | Philip Hwang Kwang Nam | | 294.79 |
| 22124 | 05/18/2009 | General Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | 268.24 |
| 22124 | 05/18/2009 | General Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | 76.64 |
| 22124 | 05/18/2009 | General Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | 38.32 |
| 22124 | 05/18/2009 | General Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | 114.96 |
| 22124 | 05/18/2009 | Street Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | 114.96 |
| 22124 | 05/18/2009 | Surface Water Management Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | 114.96 |
| 22124 | 05/18/2009 | General Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | 38.32 |
| 22124 | 05/18/2009 | General Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | 295.62 |
| | | | | | Check Total: | 2,168.10 |
| 22125 | 05/18/2009 | General Fund | Instructors Prof Svcs | Sandra Cassinerio | | 480.00 |
| | | | | | Check Total: | 480.00 |
| 22126 | 05/18/2009 | Town Square CIP | Office Furniture and Equipment | CDW-G | | 17,639.23 |
| 22126 | 05/18/2009 | Town Square CIP | Office Furniture and Equipment | CDW-G | | 1,095.00 |
| 22126 | 05/18/2009 | Town Square CIP | Office Furniture and Equipment | CDW-G | | 719.47 |
| | | | | | Check Total: | 19,453.70 |
| 22127 | 05/18/2009 | General Fund | Office And Operating Supplies | Clay Art Center, Inc. | | 61.03 |
| | | | | | Check Total: | 61.03 |
| 22128 | 05/18/2009 | General Fund | Lodging | GARY COLEMAN | | 335.26 |
| 22128 | 05/18/2009 | General Fund | Meals | GARY COLEMAN | | 22.00 |
| 22128 | 05/18/2009 | General Fund | Mileage | GARY COLEMAN | | 187.77 |
| 22128 | 05/18/2009 | General Fund | Other Travel | GARY COLEMAN | | 40.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
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| | | | | | Check Total: | 585.03 |
| 22129 | 05/18/2009 | General Fund | Office And Operating Supplies | Complete Office | | 214.44 |
| 22129 | 05/18/2009 | General Fund | Office And Operating Supplies | Complete Office | | 214.44 |
| 22129 | 05/18/2009 | General Fund | Office And Operating Supplies | Complete Office | | 214.44 |
| 22129 | 05/18/2009 | General Fund | Office And Operating Supplies | Complete Office | | 214.45 |
| 22129 | 05/18/2009 | General Fund | Office/operating Supplies | Complete Office | | 620.06 |
| 22129 | 05/18/2009 | General Fund | Office/operating Supplies | Complete Office | | 550.76 |
| 22129 | 05/18/2009 | General Fund | Office And Operating Supplies | Complete Office | | 413.07 |
| 22129 | 05/18/2009 | General Fund | Office And Operating Supplies | Complete Office | | 482.07 |
| 22129 | 05/18/2009 | General Fund | Office And Operating Supplies | Complete Office | | 620.05 |
| 22129 | 05/18/2009 | General Fund | Office And Operating Supplies | Complete Office | | 68.70 |
| 22129 | 05/18/2009 | General Fund | Office/Operating Supplies | Complete Office | | 68.70 |
| 22129 | 05/18/2009 | General Fund | Office And Operating Supplies | Complete Office | | 137.69 |
| | | | | | Check Total: | 3,818.87 |
| 22130 | 05/18/2009 | General Fund | Fuel/gas/gasoline Consumption | CONOCOPHILIPS | | 339.98 |
| 22130 | 05/18/2009 | General Fund | Fuel/gas/gasoline Consumption | CONOCOPHILIPS | | 319.72 |
| 22130 | 05/18/2009 | General Fund | Citizens Patrol/ Crime Prevent | CONOCOPHILIPS | | 44.51 |
| 22130 | 05/18/2009 | General Fund | Fuel/gas/gasoline Consumption | CONOCOPHILIPS | | 24.03 |
| 22130 | 05/18/2009 | General Fund | Fuel/gas/gasoline Consumption | CONOCOPHILIPS | | 43.53 |
| 22130 | 05/18/2009 | General Fund | Fuel/gas/gasoline Consumption | CONOCOPHILIPS | | 43.53 |
| 22130 | 05/18/2009 | General Fund | Fuel/gas/gasoline Consumption | CONOCOPHILIPS | | 43.53 |
| 22130 | 05/18/2009 | General Fund | Fuel/gas/gasoline Consumption | CONOCOPHILIPS | | 43.55 |
| | | | | | Check Total: | 902.38 |
| 22131 | 05/18/2009 | General Fund | Human Svc-family/youth | Consejo Counseling & Referral | | 2,000.00 |
| | | | | | Check Total: | 2,000.00 |
| 22132 | 05/18/2009 | General Fund | Instructors Prof Svcs | Janet S. Crawley | | 341.00 |
| | | | | | Check Total: | 341.00 |
| 22133 | 05/18/2009 | General Fund | Human Svc-family/youth | City of Federal Way | | 3,000.00 |
| | | | | | Check Total: | 3,000.00 |
| 22134 | 05/18/2009 | General Fund | Utilities | City of Seattle | | 346.11 |
| 22134 | 05/18/2009 | General Fund | Utilities | City of Seattle | | 346.11 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
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| 22134 | 05/18/2009 | General Fund | Utilities | City of Seattle | | 76.92 |
| 22134 | 05/18/2009 | General Fund | Utilities | City of Seattle | | 881.33 |
| 22134 | 05/18/2009 | General Fund | Utilities | City of Seattle | | 587.32 |
| 22134 | 05/18/2009 | General Fund | Utilities | City of Seattle | | 88.92 |
| 22134 | 05/18/2009 | General Fund | Utilities | City of Seattle | | 13.11 |
| 22134 | 05/18/2009 | General Fund | Utilities | City of Seattle | | 79.11 |
| 22134 | 05/18/2009 | Street Fund | Utilities - Traffic Signals | City of Seattle | | 1,243.17 |
| 22134 | 05/18/2009 | Street Fund | Utilities - Traffic Signals | City of Seattle | | -448.45 |
| 22134 | 05/18/2009 | Surface Water Management Fund | Util - Pump 21: Chelsea Park | City of Seattle | | 13.57 |
| 22134 | 05/18/2009 | Surface Water Management Fund | Chelsea Pond | City of Seattle | | 47.14 |
| 22134 | 05/18/2009 | Town Square CIP | Construction | City of Seattle | | 1,800.00 |
| | | | | | Check Total: | 5,074.36 |
| 22135 | 05/18/2009 | General Fund | State Lobbying Services | Michael D. Doubleday | | 4,750.00 |
| | | | | | Check Total: | 4,750.00 |
| 22136 | 05/18/2009 | Town Square CIP | Construction | DPK Inc. | | 199,550.57 |
| 22136 | 05/18/2009 | Town Square CIP | Construction | DPK Inc. | | 199,520.99 |
| 22136 | 05/18/2009 | Town Square CIP | Construction | DPK Inc. | | 150.00 |
| | | | | | Check Total: | 399,221.56 |
| 22137 | 05/18/2009 | General Fund | Mis Plan Implementation | Susanne Dubois, Inc. | | 617.50 |
| | | | | | Check Total: | 617.50 |
| 22138 | 05/18/2009 | Street Fund | Special Event Clean up | Ecolights Northwest, LLC | | 18.55 |
| | | | | | Check Total: | 18.55 |
| 22139 | 05/18/2009 | General Fund | Instructors Prof Svcs | Pam Fredback | | 84.00 |
| | | | | | Check Total: | 84.00 |
| 22140 | 05/18/2009 | General Fund | Utilities | Glendale Heating | | 491.95 |
| | | | | | Check Total: | 491.95 |
| 22141 | 05/18/2009 | Transportation CIP | Construction-inspection | Harris & Associates | | 964.10 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
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| 22142 | 05/18/2009 | General Fund | Instructors Prof Svcs | Victoria E. Hamilton | | 198.00 |
| 22142 | 05/18/2009 | General Fund | Instructors Prof Svcs | Victoria E. Hamilton | | 119.25 |
| | | | | | Check Total: | 317.25 |
| 22143 | 05/18/2009 | General Fund | Operating Rentals And Leases | HASLER, INC. | | 197.10 |
| | | | | | Check Total: | 197.10 |
| 22144 | 05/18/2009 | General Fund | Operating Rentals And Leases | Head-quarters | | 187.00 |
| | | | | | Check Total: | 187.00 |
| 22145 | 05/18/2009 | General Fund | Operating Rentals And Leases | IKON Office Solutions | | 91.16 |
| 22145 | 05/18/2009 | General Fund | Operating Rentals And Leases | IKON Office Solutions | | 91.16 |
| 22145 | 05/18/2009 | General Fund | Operating Rentals And Leases | IKON Office Solutions | | 91.16 |
| 22145 | 05/18/2009 | General Fund | Operating Rentals And Leases | IKON Office Solutions | | 91.16 |
| | | | | | Check Total: | 364.64 |
| 22146 | 05/18/2009 | General Fund | Professional Services | Iron Mountain Rec. Management | | 75.00 |
| 22146 | 05/18/2009 | General Fund | Miscellaneous | Iron Mountain Rec. Management | | 906.72 |
| | | | | | Check Total: | 981.72 |
| 22147 | 05/18/2009 | General Fund | Repairs And Maintenance | Interstate Tire & Automotive | | 43.76 |
| 22147 | 05/18/2009 | General Fund | Repairs And Maintenance | Interstate Tire & Automotive | | 224.17 |
| 22147 | 05/18/2009 | General Fund | Repairs And Maintenance | Interstate Tire & Automotive | | 224.17 |
| | | | | | Check Total: | 492.10 |
| 22148 | 05/18/2009 | General Fund | Drug seizure proceeds KCSO | Internet Video & Imaging, Inc. | | 200.00 |
| | | | | | Check Total: | 200.00 |
| 22149 | 05/18/2009 | Town Square CIP | Office Furniture and Equipment | JW Tel-Tronics | | 34,678.65 |
| | | | | | Check Total: | 34,678.65 |
| 22150 | 05/18/2009 | General Fund | Office And Operating Supplies | Gina Kallman | | 48.25 |

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| | | | | | Check Total: | 48.25 |
| 22151 | 05/18/2009 | General Fund | Miscellaneous | King County Recorder | | 50.00 |
| | | | | | Check Total: | 50.00 |
| 22152 | 05/18/2009 | General Fund | Printing/binding/copying | King County Archives | | 3.00 |
| | | | | | Check Total: | 3.00 |
| 22153 | 05/18/2009 | General Fund | Jail Contract | KING COUNTY FINANCE | | 23,039.98 |
| | | | | | Check Total: | 23,039.98 |
| 22154 | 05/18/2009 | General Fund | Miscellaneous Contingencies | King County Finance | | 341.72 |
| | | | | | Check Total: | 341.72 |
| 22155 | 05/18/2009 | General Fund | Lodging | KATHLEEN KEENE | | 523.14 |
| 22155 | 05/18/2009 | General Fund | Meals | KATHLEEN KEENE | | 132.00 |
| 22155 | 05/18/2009 | General Fund | Mileage | KATHLEEN KEENE | | 92.95 |
| | | | | | Check Total: | 748.09 |
| 22156 | 05/18/2009 | General Fund | Public Defender | Kirshenbaum & Goss, Inc., P.S | | 5,000.00 |
| | | | | | Check Total: | 5,000.00 |
| 22157 | 05/18/2009 | General Fund | Instructors Prof Svcs | Kim Klose | | 150.00 |
| | | | | | Check Total: | 150.00 |
| 22158 | 05/18/2009 | General Fund | Other Travel | MICHAEL LAFRENIERE | | 20.23 |
| 22158 | 05/18/2009 | General Fund | Other Travel | MICHAEL LAFRENIERE | | 20.23 |
| 22158 | 05/18/2009 | General Fund | Other Travel | MICHAEL LAFRENIERE | | 20.23 |
| 22158 | 05/18/2009 | General Fund | Other Travel | MICHAEL LAFRENIERE | | 20.21 |
| | | | | | Check Total: | 80.90 |
| 22159 | 05/18/2009 | General Fund | Instructors Prof Svcs | Lauren Laughlin | | 189.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
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| | | | | | Check Total: | 189.00 |
| 22160 | 05/18/2009 | General Fund | Instructors Prof Svcs | Lori Leberer | | 150.00 |
| | | | | | Check Total: | 150.00 |
| 22161 | 05/18/2009 | General Fund | Instructors Prof Svcs | Alexander Lewis | | 650.00 |
| | | | | | Check Total: | 650.00 |
| 22162 | 05/18/2009 | General Fund | Instructors Prof Svcs | Andrea Lindsay | | 20.00 |
| | | | | | Check Total: | 20.00 |
| 22163 | 05/18/2009 | General Fund | Auto Allowance | MIKE MARTIN | | 400.00 |
| | | | | | Check Total: | 400.00 |
| 22164 | 05/18/2009 | General Fund | Office/operating Supplies | Mastermark | | 73.55 |
| | | | | | Check Total: | 73.55 |
| 22165 | 05/18/2009 | General Fund | Instructors Prof Svcs | Susy McAleer | | 202.50 |
| | | | | | Check Total: | 202.50 |
| 22166 | 05/18/2009 | General Fund | Instructors Prof Svcs | Hunter McGee | | 157.50 |
| | | | | | Check Total: | 157.50 |
| 22167 | 05/18/2009 | Surface Water Management Fund | Office And Operating Supplies | McLendon Hardware, Inc. | | 27.05 |
| | | | | | Check Total: | 27.05 |
| 22168 | 05/18/2009 | General Fund | Instructors Prof Svcs | Momentum Dance Academy | | 1,866.90 |
| 22168 | 05/18/2009 | General Fund | Instructors Prof Svcs | Momentum Dance Academy | | 1,941.80 |
| | | | | | Check Total: | 3,808.70 |
| 22169 | 05/18/2009 | General Fund | Sales Tax Auditing Costs | Microflex, Inc. | | 60.00 |
| 22169 | 05/18/2009 | General Fund | B&O Tax collect & audit | Microflex, Inc. | | 1,966.53 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
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| 22169 | 05/18/2009 | Street Fund | Dt Business License Svcs | Microflex, Inc. | | 3,316.71 |
| | | | | | Check Total: | 5,343.24 |
| 22170 | 05/18/2009 | General Fund | Office And Operating Supplies | Miller Paint Co. | | 23.48 |
| | | | | | Check Total: | 23.48 |
| 22171 | 05/18/2009 | Town Square CIP | Construction Inspection | Mayes Testing Engineers, Inc. | | 712.00 |
| 22171 | 05/18/2009 | Town Square CIP | Construction Inspection | Mayes Testing Engineers, Inc. | | 520.00 |
| | | | | | Check Total: | 1,232.00 |
| 22172 | 05/18/2009 | General Fund | Instructors Prof Svcs | Shariana Mundi | | 407.00 |
| | | | | | Check Total: | 407.00 |
| 22173 | 05/18/2009 | General Fund | Drug seizure proceeds KCSO | National Technical Investigato | | 500.00 |
| | | | | | Check Total: | 500.00 |
| 22174 | 05/18/2009 | General Fund | Building Maintenance | NBM Corporation | | 140.06 |
| 22174 | 05/18/2009 | General Fund | Building Maintenance | NBM Corporation | | 630.30 |
| 22174 | 05/18/2009 | General Fund | Building Maintenance | NBM Corporation | | 630.30 |
| 22174 | 05/18/2009 | General Fund | Building Maintenance | NBM Corporation | | 492.25 |
| | | | | | Check Total: | 1,892.91 |
| 22175 | 05/18/2009 | General Fund | Drug seizure proceeds KCSO | SPRINT | | 367.05 |
| 22175 | 05/18/2009 | General Fund | Telephone | SPRINT | | 89.85 |
| 22175 | 05/18/2009 | General Fund | Telephone | SPRINT | | 207.99 |
| 22175 | 05/18/2009 | General Fund | Telephone | SPRINT | | 22.13 |
| 22175 | 05/18/2009 | General Fund | Telephone | SPRINT | | 141.34 |
| 22175 | 05/18/2009 | General Fund | Telephone | SPRINT | | 22.13 |
| 22175 | 05/18/2009 | General Fund | Telephone | SPRINT | | 1,303.90 |
| 22175 | 05/18/2009 | Street Fund | Telephone | SPRINT | | 160.83 |
| 22175 | 05/18/2009 | Surface Water Management Fund | Telephone | SPRINT | | 160.83 |
| 22175 | 05/18/2009 | General Fund | Telephone | SPRINT | | 160.83 |
| 22175 | 05/18/2009 | General Fund | Telephone | SPRINT | | 44.23 |
| 22175 | 05/18/2009 | General Fund | Telephone | SPRINT | | 253.30 |
| 22175 | 05/18/2009 | General Fund | Telephone | SPRINT | | 65.46 |
| 22175 | 05/18/2009 | General Fund | Telephone | SPRINT | | 65.46 |
| 22175 | 05/18/2009 | General Fund | Telephone | SPRINT | | 65.46 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| 22175 | 05/18/2009 | General Fund | Telephone | SPRINT | | 65.47 |
| 22175 | 05/18/2009 | General Fund | Telephone | SPRINT | | 77.25 |
| | | | | | Check Total: | 3,273.51 |
| 22176 | 05/18/2009 | General Fund | Instructors Prof Svcs | Pamela Odegard | | 195.00 |
| | | | | | Check Total: | 195.00 |
| 22177 | 05/18/2009 | Transportation CIP | design engineering | Perteet Inc. | | 27,154.32 |
| | | | | | Check Total: | 27,154.32 |
| 22178 | 05/18/2009 | General Fund | Travel | Petty Cash Custodian | | 8.00 |
| 22178 | 05/18/2009 | General Fund | Miscellaneous | Petty Cash Custodian | | 20.00 |
| 22178 | 05/18/2009 | General Fund | Travel | Petty Cash Custodian | | 2.00 |
| 22178 | 05/18/2009 | General Fund | Mileage | Petty Cash Custodian | | 19.85 |
| 22178 | 05/18/2009 | General Fund | Fuel/gas/gasoline Consumption | Petty Cash Custodian | | 25.00 |
| 22178 | 05/18/2009 | General Fund | Office And Operating Supplies | Petty Cash Custodian | | 10.93 |
| 22178 | 05/18/2009 | General Fund | NE Redevelopment Area | Petty Cash Custodian | | 37.90 |
| 22178 | 05/18/2009 | General Fund | Mileage | Petty Cash Custodian | | 5.50 |
| 22178 | 05/18/2009 | General Fund | Mileage | Petty Cash Custodian | | 4.40 |
| 22178 | 05/18/2009 | General Fund | Office/operating Supplies | Petty Cash Custodian | | 13.81 |
| 22178 | 05/18/2009 | General Fund | Mileage | Petty Cash Custodian | | 4.95 |
| 22178 | 05/18/2009 | General Fund | Travel | Petty Cash Custodian | | 20.00 |
| 22178 | 05/18/2009 | General Fund | Travel | Petty Cash Custodian | | 5.00 |
| 22178 | 05/18/2009 | General Fund | Travel | Petty Cash Custodian | | 16.00 |
| 22178 | 05/18/2009 | General Fund | Miscellaneous | Petty Cash Custodian | | 10.00 |
| 22178 | 05/18/2009 | General Fund | Travel | Petty Cash Custodian | | 13.00 |
| 22178 | 05/18/2009 | General Fund | Office/operating Supplies | Petty Cash Custodian | | 27.78 |
| 22178 | 05/18/2009 | General Fund | Mileage | Petty Cash Custodian | | 22.82 |
| 22178 | 05/18/2009 | General Fund | Meals | Petty Cash Custodian | | 34.29 |
| 22178 | 05/18/2009 | General Fund | Mileage | Petty Cash Custodian | | 7.70 |
| 22178 | 05/18/2009 | General Fund | Meals | Petty Cash Custodian | | 13.00 |
| 22178 | 05/18/2009 | General Fund | Subscriptions/publications | Petty Cash Custodian | | 15.33 |
| 22178 | 05/18/2009 | General Fund | Miscellaneous | Petty Cash Custodian | | 36.72 |
| 22178 | 05/18/2009 | General Fund | Other Travel | Petty Cash Custodian | | 6.00 |
| 22178 | 05/18/2009 | General Fund | Office/operating Supplies | Petty Cash Custodian | | 6.45 |
| 22178 | 05/18/2009 | General Fund | Meals | Petty Cash Custodian | | 5.98 |
| 22178 | 05/18/2009 | General Fund | Meals | Petty Cash Custodian | | 22.00 |
| 22178 | 05/18/2009 | General Fund | Cash Over & Short | Petty Cash Custodian | | -0.80 |
| | | | | | Check Total: | 413.61 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| 22179 | 05/18/2009 | General Fund | Office And Operating Supplies | Pizza Gallery | | 17.90 |
| 22179 | 05/18/2009 | General Fund | Office And Operating Supplies | Pizza Gallery | | 17.91 |
| 22179 | 05/18/2009 | General Fund | Office And Operating Supplies | Pizza Gallery | | 91.42 |
| 22179 | 05/18/2009 | General Fund | Office And Operating Supplies | Pizza Gallery | | 49.75 |
| 22179 | 05/18/2009 | General Fund | Office And Operating Supplies | Pizza Gallery | | 134.35 |
| | | | | | Check Total: | 311.33 |
| 22180 | 05/18/2009 | Surface Water Management Fund | Professional services | Progress One Consulting, LLC | | 2,250.00 |
| | | | | | Check Total: | 2,250.00 |
| 22181 | 05/18/2009 | General Fund | Printing/binding/copying | Print Place | | 593.49 |
| | | | | | Check Total: | 593.49 |
| 22182 | 05/18/2009 | General Fund | Utilities | Puget Sound Energy | | 231.14 |
| 22182 | 05/18/2009 | General Fund | Utilities | Puget Sound Energy | | 1,040.09 |
| 22182 | 05/18/2009 | General Fund | Utilities | Puget Sound Energy | | 1,040.09 |
| 22182 | 05/18/2009 | General Fund | Utilities | Puget Sound Energy | | 40.97 |
| 22182 | 05/18/2009 | Street Fund | Utilities-street Lighting | Puget Sound Energy | | 1,522.50 |
| | | | | | Check Total: | 3,874.79 |
| 22183 | 05/18/2009 | General Fund | Telephone | QWEST | | 101.40 |
| 22183 | 05/18/2009 | General Fund | Telephone | QWEST | | 43.12 |
| 22183 | 05/18/2009 | General Fund | Telephone | QWEST | | 61.11 |
| 22183 | 05/18/2009 | General Fund | Telephone | QWEST | | 43.12 |
| 22183 | 05/18/2009 | General Fund | Telephone | QWEST | | 161.37 |
| | | | | | Check Total: | 410.12 |
| 22184 | 05/18/2009 | General Fund | Refund Clearing Account -Parks | Michael Ikeda | | 75.00 |
| | | | | | Check Total: | 75.00 |
| 22185 | 05/18/2009 | General Fund | Refund Clearing Account -Parks | Elmer Curry | | 25.00 |
| | | | | | Check Total: | 25.00 |
| 22186 | 05/18/2009 | General Fund | Business & Occupation Tax | The Salvation Army | | 546.68 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| | | | | Check Total: | | 546.68 |
| 22187 | 05/18/2009 | General Fund | Business & Occupation Tax | URESCO Construction Materials | | 165.99 |
| | | | | Check Total: | | 165.99 |
| 22188 | 05/18/2009 | Street Fund | Business Licenses | Rose Super Clean Service | | 37.50 |
| | | | | Check Total: | | 37.50 |
| 22189 | 05/18/2009 | General Fund | Printing | Claude McAlpin, III | | 58.93 |
| | | | | Check Total: | | 58.93 |
| 22190 | 05/18/2009 | General Fund | Office And Operating Supplies | Rosen Supply Company, Inc. | | 401.87 |
| 22190 | 05/18/2009 | General Fund | Office And Operating Supplies | Rosen Supply Company, Inc. | | 89.30 |
| 22190 | 05/18/2009 | General Fund | Office And Operating Supplies | Rosen Supply Company, Inc. | | 401.87 |
| | | | | Check Total: | | 893.04 |
| 22191 | 05/18/2009 | General Fund | Office And Operating Supplies | Rosso Gardens, LLC | | 591.29 |
| | | | | Check Total: | | 591.29 |
| 22192 | 05/18/2009 | General Fund | Instructors Prof Svcs | Sandra Schneider | | 240.00 |
| | | | | Check Total: | | 240.00 |
| 22193 | 05/18/2009 | General Fund | Professional Services | Safety Team, Inc. | | 11.93 |
| 22193 | 05/18/2009 | General Fund | Professional Services | Safety Team, Inc. | | 53.66 |
| 22193 | 05/18/2009 | General Fund | Professional Services | Safety Team, Inc. | | 53.66 |
| | | | | Check Total: | | 119.25 |
| 22194 | 05/18/2009 | General Fund | CERT / Citizens Academy | Safeway | | 121.37 |
| | | | | Check Total: | | 121.37 |
| 22195 | 05/18/2009 | General Fund | Instructors Prof Svcs | Alan Schmitz | | 650.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| | | | | | Check Total: | 650.00 |
| 22196 | 05/18/2009 | General Fund | Office And Operating Supplies | Seattle Pottery Supply Inc. | | 63.99 |
| | | | | | Check Total: | 63.99 |
| 22197 | 05/18/2009 | General Fund | Advertising | Seattle Times | | 240.80 |
| 22197 | 05/18/2009 | General Fund | Advertising | Seattle Times | | 349.67 |
| | | | | | Check Total: | 590.47 |
| 22198 | 05/18/2009 | General Fund | Computer Consultant Prof Svcs | SEITEL Systems, LLC | | 3,547.24 |
| 22198 | 05/18/2009 | Street Fund | Computer Consultant Pro Svc | SEITEL Systems, LLC | | 591.20 |
| 22198 | 05/18/2009 | Surface Water Management Fund | Computer Consultant Pro Svc | SEITEL Systems, LLC | | 591.20 |
| 22198 | 05/18/2009 | Town Square CIP | Office Furniture and Equipment | SEITEL Systems, LLC | | 5,608.18 |
| | | | | | Check Total: | 10,337.82 |
| 22199 | 05/18/2009 | General Fund | Professional Services | Nancy Shattuck | | 1,505.00 |
| | | | | | Check Total: | 1,505.00 |
| 22200 | 05/18/2009 | General Fund | Instructors Prof Svcs | Mike Shintaku | | 350.00 |
| 22200 | 05/18/2009 | General Fund | Instructors Prof Svcs | Mike Shintaku | | 400.00 |
| | | | | | Check Total: | 750.00 |
| 22201 | 05/18/2009 | Town Square CIP | Office Furniture and Equipment | Skagit Architectural Millwork | | 1,477.16 |
| | | | | | Check Total: | 1,477.16 |
| 22202 | 05/18/2009 | Town Square CIP | Office Furniture and Equipment | Spacesaver Northwest, LLC | | 4,536.43 |
| | | | | | Check Total: | 4,536.43 |
| 22203 | 05/18/2009 | Town Square CIP | Office Furniture and Equipment | Studio SC | | 1,050.00 |
| | | | | | Check Total: | 1,050.00 |
| 22204 | 05/18/2009 | General Fund | Registration - Trainng/workshp | SWKC Chamber of Commerce | | 20.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| | | | | Check Total: | | 20.00 |
| 22205 | 05/18/2009 | General Fund | Utilities | Southwest Suburban Sewer Dist. | | 43.00 |
| 22205 | 05/18/2009 | General Fund | Utilities | Southwest Suburban Sewer Dist. | | 85.50 |
| 22205 | 05/18/2009 | General Fund | Utilities | Southwest Suburban Sewer Dist. | | 46.50 |
| 22205 | 05/18/2009 | General Fund | Utilities | Southwest Suburban Sewer Dist. | | 19.31 |
| 22205 | 05/18/2009 | General Fund | Utilities | Southwest Suburban Sewer Dist. | | 86.90 |
| 22205 | 05/18/2009 | General Fund | Utilities | Southwest Suburban Sewer Dist. | | 86.90 |
| 22205 | 05/18/2009 | General Fund | Utilities | Southwest Suburban Sewer Dist. | | 43.00 |
| 22205 | 05/18/2009 | General Fund | Utilities | Southwest Suburban Sewer Dist. | | 43.00 |
| | | | | Check Total: | | 454.11 |
| 22206 | 05/18/2009 | General Fund | Instructors Prof Svcs | Bonnie Taschler | | 200.00 |
| | | | | Check Total: | | 200.00 |
| 22207 | 05/18/2009 | General Fund | Instructors Prof Svcs | Train Builder Productions, LLC | | 266.00 |
| | | | | Check Total: | | 266.00 |
| 22208 | 05/18/2009 | Street Fund | Special Event Clean up | Total Reclaim, Inc. | | 217.00 |
| | | | | Check Total: | | 217.00 |
| 22209 | 05/18/2009 | General Fund | Neighborhood Fund Grant | Lori Toth | | 340.81 |
| | | | | Check Total: | | 340.81 |
| 22210 | 05/18/2009 | Street Fund | Neighborhood Traffic Control | Transpo Group, Inc. | | 6,685.58 |
| | | | | Check Total: | | 6,685.58 |
| 22211 | 05/18/2009 | General Fund | Parks Maintenance | Trugreen-landcare/NW Region | | 33,958.21 |
| | | | | Check Total: | | 33,958.21 |
| 22212 | 05/18/2009 | General Fund | Instructors Prof Svcs | Ken Turner | | 702.00 |
| | | | | Check Total: | | 702.00 |
| 22213 | 05/18/2009 | General Fund | Office/operating Supplies | United Business Machines Inc. | | 89.46 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| | | | | Check Total: | | 89.46 |
| 22214 | 05/18/2009 | General Fund | Postage | U.S. POSTAL SERVICE | | 185.75 |
| 22214 | 05/18/2009 | General Fund | Postage | U.S. POSTAL SERVICE | | 426.00 |
| 22214 | 05/18/2009 | General Fund | Postage | U.S. POSTAL SERVICE | | 270.00 |
| 22214 | 05/18/2009 | General Fund | Postage | U.S. POSTAL SERVICE | | 557.25 |
| 22214 | 05/18/2009 | General Fund | Postage | U.S. POSTAL SERVICE | | 1,486.00 |
| 22214 | 05/18/2009 | General Fund | Postage | U.S. POSTAL SERVICE | | 1,486.00 |
| | | | | Check Total: | | 4,411.00 |
| 22215 | 05/18/2009 | Surface Water Management Fund | Registration - Trainng/workshp | UNIVERSITY OF WASHINGTON | | 35.00 |
| | | | | Check Total: | | 35.00 |
| 22216 | 05/18/2009 | General Fund | Instructors Prof Svcs | Fred Vaughan | | 54.00 |
| | | | | Check Total: | | 54.00 |
| 22217 | 05/18/2009 | General Fund | Jail Contract | WASPC-Regional Cities EHM | | 360.00 |
| | | | | Check Total: | | 360.00 |
| 22218 | 05/18/2009 | General Fund | Human Svc-family/youth | White Center Food Bank | | 1,250.00 |
| | | | | Check Total: | | 1,250.00 |
| 22219 | 05/18/2009 | Street Fund | Landscape Maint - Utilities | Water District No. 20 | | 134.05 |
| 22219 | 05/18/2009 | General Fund | Utilities | Water District No. 20 | | 218.80 |
| 22219 | 05/18/2009 | General Fund | Utilities | Water District No. 20 | | 36.50 |
| 22219 | 05/18/2009 | General Fund | Utilities | Water District No. 20 | | 37.95 |
| 22219 | 05/18/2009 | General Fund | Utilities | Water District No. 20 | | 277.15 |
| | | | | Check Total: | | 704.45 |
| 22220 | 05/18/2009 | General Fund | Utilities | Water District No. 49 | | 332.85 |
| | | | | Check Total: | | 332.85 |
| 22221 | 05/18/2009 | General Fund | Probatn/public Defndr Screenng | Tammy Weigel | | 840.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| | | | | | Check Total: | 840.00 |
| 22222 | 05/18/2009 | General Fund | Operating Rentals And Leases | Wells Fargo Financing Leasing | | 626.92 |
| 22222 | 05/18/2009 | General Fund | Operating Rentals And Leases | Wells Fargo Financing Leasing | | 818.22 |
| | | | | | Check Total: | 1,445.14 |
| 22223 | 05/18/2009 | General Fund | Professional Services | Washington Legal Messengers, I | | 172.00 |
| | | | | | Check Total: | 172.00 |
| 22224 | 05/18/2009 | Street Fund | Special Event Clean up | Waste Management of Seattle | | 2,193.72 |
| | | | | | Check Total: | 2,193.72 |
| 22225 | 05/18/2009 | General Fund | Office And Operating Supplies | Walter E. Nelson Co. | | 12.39 |
| 22225 | 05/18/2009 | General Fund | Office And Operating Supplies | Walter E. Nelson Co. | | 55.77 |
| 22225 | 05/18/2009 | General Fund | Office And Operating Supplies | Walter E. Nelson Co. | | 55.78 |
| 22225 | 05/18/2009 | General Fund | Office And Operating Supplies | Walter E. Nelson Co. | | 30.99 |
| | | | | | Check Total: | 154.93 |
| 22226 | 05/18/2009 | Surface Water Management Fund | Storm Water Facility Maint | Yardsmen Company | | 1,403.71 |
| | | | | | Check Total: | 1,403.71 |
| 22227 | 05/21/2009 | General Fund | Miscellaneous | CITI BANK | | 35.00 |
| 22227 | 05/21/2009 | General Fund | Office And Operating Supplies | CITI BANK | | 186.58 |
| 22227 | 05/21/2009 | General Fund | Office And Operating Supplies | CITI BANK | | 141.91 |
| 22227 | 05/21/2009 | General Fund | Office And Operating Supplies | CITI BANK | | 74.84 |
| 22227 | 05/21/2009 | General Fund | Registration - Trainng/workshp | CITI BANK | | 125.00 |
| 22227 | 05/21/2009 | General Fund | Office And Operating Supplies | CITI BANK | | 92.01 |
| 22227 | 05/21/2009 | General Fund | Admission and Entrance Fees | CITI BANK | | 40.00 |
| 22227 | 05/21/2009 | General Fund | Office And Operating Supplies | CITI BANK | | 34.70 |
| 22227 | 05/21/2009 | General Fund | Subscriptions & publications | CITI BANK | | 29.98 |
| 22227 | 05/21/2009 | General Fund | Burien Marketing Strategy | CITI BANK | | 170.04 |
| 22227 | 05/21/2009 | General Fund | Burien Marketing Strategy | CITI BANK | | 195.78 |
| 22227 | 05/21/2009 | General Fund | Registration - Trainng/workshp | CITI BANK | | 500.00 |
| 22227 | 05/21/2009 | General Fund | Admission and Entrance Fees | CITI BANK | | 204.96 |
| 22227 | 05/21/2009 | General Fund | Miscellaneous | CITI BANK | | 14.95 |
| 22227 | 05/21/2009 | General Fund | Miscellaneous | CITI BANK | | 59.95 |
| 22227 | 05/21/2009 | General Fund | Miscellaneous | CITI BANK | | 30.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| 22227 | 05/21/2009 | General Fund | Miscellaneous | CITI BANK | | 198.00 |
| 22227 | 05/21/2009 | General Fund | Drug seizure proceeds KCSO | CITI BANK | | 55.57 |
| 22227 | 05/21/2009 | Surface Water Management Fund | Registration - Trainng/workshp | CITI BANK | | 350.00 |
| 22227 | 05/21/2009 | General Fund | Office And Operating Supplies | CITI BANK | | 1.30 |
| 22227 | 05/21/2009 | General Fund | Office And Operating Supplies | CITI BANK | | 5.84 |
| 22227 | 05/21/2009 | General Fund | Office And Operating Supplies | CITI BANK | | 5.84 |
| 22227 | 05/21/2009 | General Fund | Office And Operating Supplies | CITI BANK | | 188.87 |
| 22227 | 05/21/2009 | General Fund | Repairs And Maintenance | CITI BANK | | 13.69 |
| 22227 | 05/21/2009 | General Fund | Registration - Trainng/workshp | CITI BANK | | 152.00 |
| 22227 | 05/21/2009 | General Fund | Office And Operating Supplies | CITI BANK | | 8.99 |
| 22227 | 05/21/2009 | General Fund | Miscellaneous | CITI BANK | | 35.00 |
| | | | | | Check Total: | 2,950.80 |
| 22228 | 05/21/2009 | Street Fund | Utilities-street Lighting | City of Seattle | | 11,483.07 |
| | | | | | Check Total: | 11,483.07 |
| 22229 | 05/21/2009 | Town Square CIP | Design | King County Library System | | 15,165.41 |
| 22229 | 05/21/2009 | Town Square CIP | Construction | King County Library System | | 483,529.82 |
| | | | | | Check Total: | 498,695.23 |
| 22230 | 05/21/2009 | Town Square CIP | Office Furniture and Equipment | MBI Systems, Inc. | | 23,947.87 |
| 22230 | 05/21/2009 | Town Square CIP | Office Furniture and Equipment | MBI Systems, Inc. | | 213,549.51 |
| 22230 | 05/21/2009 | Town Square CIP | Office Furniture and Equipment | MBI Systems, Inc. | | 40,095.65 |
| 22230 | 05/21/2009 | Town Square CIP | Office Furniture and Equipment | MBI Systems, Inc. | | 23,665.75 |
| 22230 | 05/21/2009 | Town Square CIP | Office Furniture and Equipment | MBI Systems, Inc. | | 2,559.69 |
| 22230 | 05/21/2009 | Town Square CIP | Office Furniture and Equipment | MBI Systems, Inc. | | 30,637.25 |
| 22230 | 05/21/2009 | Town Square CIP | Office Furniture and Equipment | MBI Systems, Inc. | | 21,730.80 |
| 22230 | 05/21/2009 | Town Square CIP | Office Furniture and Equipment | MBI Systems, Inc. | | 43.51 |
| 22230 | 05/21/2009 | Town Square CIP | Office Furniture and Equipment | MBI Systems, Inc. | | 8,060.64 |
| | | | | | Check Total: | 364,290.67 |
| 22231 | 05/21/2009 | Town Square CIP | Office Furniture and Equipment | Queen Anne Upholstery | | 6,504.35 |
| | | | | | Check Total: | 6,504.35 |
| 22232 | 06/01/2009 | Town Square CIP | Office Furniture and Equipment | 3Form Light Art | | 5,414.50 |
| | | | | | Check Total: | 5,414.50 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | | Void | Amount |
|---|---|---|---|---|---|---|---|
| 22233 | 06/01/2009 | Parks & Gen Gov't CIP | Pre-Design Engineering | Anchor Environmental, L.L.C. | | | 30,398.66 |
| | | | | | Check Total: | | 30,398.66 |
| 22234 | 06/01/2009 | General Fund | Professional Services | Administrative Office of the C | | | 6.00 |
| | | | | | Check Total: | | 6.00 |
| 22235 | 06/01/2009 | Town Square CIP | Office Furniture and Equipment | Apex Moving & Storage, LLC | | | 6,834.00 |
| | | | | | Check Total: | | 6,834.00 |
| 22236 | 06/01/2009 | General Fund | Registration - Trainng/workshp | Avenue D Marketing | | | 150.07 |
| | | | | | Check Total: | | 150.07 |
| 22237 | 06/01/2009 | General Fund | Federal Lobbying Services | Ball Janik LLP | | | 8,833.33 |
| | | | | | Check Total: | | 8,833.33 |
| 22238 | 06/01/2009 | General Fund | Telephone | SUE BLAZAK | | | 54.95 |
| | | | | | Check Total: | | 54.95 |
| 22239 | 06/01/2009 | General Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | | 37.50 |
| 22239 | 06/01/2009 | General Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | | 37.50 |
| 22239 | 06/01/2009 | General Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | | 317.82 |
| 22239 | 06/01/2009 | General Fund | Printing/binding/copying | Philip Hwang Kwang Nam | | | 458.81 |
| 22239 | 06/01/2009 | General Fund | Printing | Philip Hwang Kwang Nam | | | 699.98 |
| | | | | | Check Total: | | 1,551.61 |
| 22240 | 06/01/2009 | General Fund | Miscellaneous | Blumenthal Uniforms | | | 43.79 |
| | | | | | Check Total: | | 43.79 |
| 22241 | 06/01/2009 | General Fund | Computer Related Supplies | CDW-G | | | 89.79 |
| | | | | | Check Total: | | 89.79 |
| 22242 | 06/01/2009 | General Fund | Office And Operating Supplies | Citywide Locksmith Services | | | 30.66 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| | | | | | Check Total: | 30.66 |
| 22243 | 06/01/2009 | General Fund | Channel 21 Video Production | COMCAST | | 57.70 |
| | | | | | Check Total: | 57.70 |
| 22244 | 06/01/2009 | General Fund | Office And Operating Supplies | Consolidated Electrical | | 6.02 |
| 22244 | 06/01/2009 | General Fund | Office And Operating Supplies | Consolidated Electrical | | 27.05 |
| 22244 | 06/01/2009 | General Fund | Office And Operating Supplies | Consolidated Electrical | | 27.05 |
| | | | | | Check Total: | 60.12 |
| 22245 | 06/01/2009 | General Fund | Operating Rentals And Leases | Copiers Northwest Inc. | | 84.34 |
| | | | | | Check Total: | 84.34 |
| 22246 | 06/01/2009 | General Fund | Nuisance Abatement Costs | Clean Property Services, Inc. | | 410.63 |
| | | | | | Check Total: | 410.63 |
| 22247 | 06/01/2009 | General Fund | Miscellaneous | Crystal and Sierra Springs | | 14.32 |
| 22247 | 06/01/2009 | General Fund | Miscellaneous | Crystal and Sierra Springs | | 64.44 |
| 22247 | 06/01/2009 | General Fund | Miscellaneous | Crystal and Sierra Springs | | 64.44 |
| | | | | | Check Total: | 143.20 |
| 22248 | 06/01/2009 | General Fund | Mis Plan Implementation | City of Bellevue Treasurer | | 17,100.00 |
| | | | | | Check Total: | 17,100.00 |
| 22249 | 06/01/2009 | General Fund | Jail Contract | City of Renton | | 70.00 |
| | | | | | Check Total: | 70.00 |
| 22250 | 06/01/2009 | Street Fund | Utilities - Traffic Signals | City of Seattle | | 165.56 |
| 22250 | 06/01/2009 | Street Fund | Utilities-street Lighting | City of Seattle | | 3,263.57 |
| | | | | | Check Total: | 3,429.13 |
| 22251 | 06/01/2009 | General Fund | Human Svc-family/youth | Domestic Abuse Women's Network | | 750.00 |
| 22251 | 06/01/2009 | General Fund | Human Svc-family/youth | Domestic Abuse Women's Network | | 2,000.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| | | | | Check Total: | | 2,750.00 |
| 22252 | 06/01/2009 | Town Square CIP | Office Furniture and Equipment | Dell Computer Corporation | | 12,977.08 |
| 22252 | 06/01/2009 | Town Square CIP | Office Furniture and Equipment | Dell Computer Corporation | | 1,357.07 |
| | | | | Check Total: | | 14,334.15 |
| 22253 | 06/01/2009 | General Fund | Miscellaneous | Washington State Department of | | 158.30 |
| | | | | Check Total: | | 158.30 |
| 22254 | 06/01/2009 | General Fund | Office And Operating Supplies | Dunn Lumber Co. | | 200.09 |
| | | | | Check Total: | | 200.09 |
| 22255 | 06/01/2009 | Surface Water Management Fund | Machinery And Equipment | Environmental Systems Research | | 1,106.31 |
| | | | | Check Total: | | 1,106.31 |
| 22256 | 06/01/2009 | Surface Water Management Fund | Endangered Species Act Study | Frause Group | | 3,549.70 |
| | | | | Check Total: | | 3,549.70 |
| 22257 | 06/01/2009 | General Fund | Operating Rentals And Leases | Fun Rentals | | 358.61 |
| | | | | Check Total: | | 358.61 |
| 22258 | 06/01/2009 | General Fund | Professional Services | Gray & Osborne, Inc. | | 472.16 |
| | | | | Check Total: | | 472.16 |
| 22259 | 06/01/2009 | General Fund | Parks Maintenance | Goodbye Graffiti | | 1,250.49 |
| | | | | Check Total: | | 1,250.49 |
| 22260 | 06/01/2009 | Town Square CIP | Construction Engineering | GGLO, LLC | | 9,010.18 |
| | | | | Check Total: | | 9,010.18 |
| 22261 | 06/01/2009 | General Fund | Human Services-Arts & Culture | Highline Community Symphonic B | | 1,000.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| | | | | | Check Total: | 1,000.00 |
| 22262 | 06/01/2009 | General Fund | Human Svc-family/youth | Hospitality House | | 1,250.00 |
| | | | | | Check Total: | 1,250.00 |
| 22263 | 06/01/2009 | General Fund | Human Svc-family/youth | Highline YMCA | | 3,000.00 |
| | | | | | Check Total: | 3,000.00 |
| 22264 | 06/01/2009 | General Fund | Operating Rentals And Leases | IKON Office Solutions | | 489.92 |
| | | | | | Check Total: | 489.92 |
| 22265 | 06/01/2009 | General Fund | Professional Services | Iron Mountain Rec. Management | | 479.44 |
| | | | | | Check Total: | 479.44 |
| 22266 | 06/01/2009 | General Fund | Telephone | Integra Telecom | | 544.69 |
| 22266 | 06/01/2009 | General Fund | Telephone | Integra Telecom | | 75.43 |
| 22266 | 06/01/2009 | General Fund | Telephone | Integra Telecom | | 62.86 |
| 22266 | 06/01/2009 | General Fund | Telephone | Integra Telecom | | 25.14 |
| 22266 | 06/01/2009 | General Fund | Telephone | Integra Telecom | | 125.72 |
| 22266 | 06/01/2009 | General Fund | Telephone | Integra Telecom | | 62.86 |
| 22266 | 06/01/2009 | General Fund | Telephone | Integra Telecom | | 75.43 |
| 22266 | 06/01/2009 | General Fund | Telephone | Integra Telecom | | 37.72 |
| 22266 | 06/01/2009 | General Fund | Telephone | Integra Telecom | | 37.72 |
| 22266 | 06/01/2009 | General Fund | Telephone | Integra Telecom | | 37.72 |
| 22266 | 06/01/2009 | General Fund | Telephone | Integra Telecom | | 37.72 |
| 22266 | 06/01/2009 | General Fund | Telephone | Integra Telecom | | 50.28 |
| | | | | | Check Total: | 1,173.29 |
| 22267 | 06/01/2009 | General Fund | Repairs And Maintenance | JW Tel-Tronics | | 328.50 |
| | | | | | Check Total: | 328.50 |
| 22268 | 06/01/2009 | General Fund | Code Supplement | KING COUNTY FINANCE | | 469.74 |
| | | | | | Check Total: | 469.74 |
| 22269 | 06/01/2009 | General Fund | Plan Review Fee Fire Dist 2 | King County Fire District #2 | | 938.60 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | | Void | Amount |
|---|---|---|---|---|---|---|---|
| | | | | | Check Total: | | 938.60 |
| 22270 | 06/01/2009 | General Fund | King Co Pet License Trust Acct | King County Pet License | | | 905.00 |
| | | | | | Check Total: | | 905.00 |
| 22271 | 06/01/2009 | General Fund | Prosecution - City Atty | Kenyon Disend, PLLC | | | 10,127.92 |
| 22271 | 06/01/2009 | General Fund | Attorney Srvcs - Gen'l Matters | Kenyon Disend, PLLC | | | 15,904.33 |
| 22271 | 06/01/2009 | General Fund | Attorney Srvcs - Litigation | Kenyon Disend, PLLC | | | 1,228.70 |
| 22271 | 06/01/2009 | General Fund | Att Svcs - Litigation - 1st So | Kenyon Disend, PLLC | | | 86.00 |
| | | | | | Check Total: | | 27,346.95 |
| 22272 | 06/01/2009 | General Fund | Instructors Prof Svcs | Kim Klose | | | 237.00 |
| | | | | | Check Total: | | 237.00 |
| 22273 | 06/01/2009 | Transportation CIP | Project Development | KPG, Inc. | | | 3,967.45 |
| 22273 | 06/01/2009 | Transportation CIP | Project Development | KPG, Inc. | | | 52,123.27 |
| | | | | | Check Total: | | 56,090.72 |
| 22274 | 06/01/2009 | General Fund | Hearing Exam Nonreimbursed | Donald B. Largen | | | 488.82 |
| 22274 | 06/01/2009 | General Fund | NE Redevelopment Area | Donald B. Largen | | | 461.32 |
| | | | | | Check Total: | | 950.14 |
| 22275 | 06/01/2009 | General Fund | Recreation Guide | Larry Cederblom Design | | | 274.15 |
| 22275 | 06/01/2009 | General Fund | Recreation Guide | Larry Cederblom Design | | | 91.39 |
| 22275 | 06/01/2009 | General Fund | Recreation Guide | Larry Cederblom Design | | | 731.08 |
| 22275 | 06/01/2009 | General Fund | Recreation Guide | Larry Cederblom Design | | | 731.08 |
| | | | | | Check Total: | | 1,827.70 |
| 22276 | 06/01/2009 | General Fund | Office And Operating Supplies | Les Schwab | | | 17.41 |
| | | | | | Check Total: | | 17.41 |
| 22277 | 06/01/2009 | General Fund | Teen Programs | Michael Mansanarez | | | 172.64 |
| | | | | | Check Total: | | 172.64 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | | Void | Amount |
|---|---|---|---|---|---|---|---|
| 22278 | 06/01/2009 | General Fund | Instructors Prof Svcs | Carly McElligott | | | 50.00 |
| | | | | | Check Total: | | 50.00 |
| 22279 | 06/01/2009 | General Fund | Small Tools & Minor Equipments | McLendon Hardware, Inc. | | | 37.21 |
| | | | | | Check Total: | | 37.21 |
| 22280 | 06/01/2009 | General Fund | Sales Tax Auditing Costs | Microflex, Inc. | | | 478.78 |
| | | | | | Check Total: | | 478.78 |
| 22281 | 06/01/2009 | General Fund | 0ffice And Operating Supplies | Miller Paint Co. | | | 1.80 |
| 22281 | 06/01/2009 | General Fund | 0ffice And Operating Supplies | Miller Paint Co. | | | 8.08 |
| 22281 | 06/01/2009 | General Fund | 0ffice And Operating Supplies | Miller Paint Co. | | | 8.08 |
| | | | | | Check Total: | | 17.96 |
| 22282 | 06/01/2009 | General Fund | Repairs And Maintenance | Nexxpost LLC | | | 191.63 |
| | | | | | Check Total: | | 191.63 |
| 22283 | 06/01/2009 | General Fund | Jail Contract | Okanogan County Jail | | | 1,421.00 |
| | | | | | Check Total: | | 1,421.00 |
| 22284 | 06/01/2009 | General Fund | CERT / Citizens Academy | Pizza Gallery | | | 407.86 |
| 22284 | 06/01/2009 | General Fund | CERT / Citizens Academy | Pizza Gallery | | | 224.75 |
| | | | | | Check Total: | | 632.61 |
| 22285 | 06/01/2009 | General Fund | Telephone | QWEST | | | 14.81 |
| 22285 | 06/01/2009 | General Fund | Telephone | QWEST | | | 66.66 |
| 22285 | 06/01/2009 | General Fund | Telephone | QWEST | | | 66.66 |
| | | | | | Check Total: | | 148.13 |
| 22286 | 06/01/2009 | General Fund | Permit & Inspec Deposits | Randy Ingersoll | | | 2,000.00 |
| | | | | | Check Total: | | 2,000.00 |
| 22287 | 06/01/2009 | General Fund | Refund Clearing Account -Parks | Elmer Curry | | | 50.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| | | | | Check Total: | | 50.00 |
| 22288 | 06/01/2009 | General Fund | Business & Occupation Tax | Bargreen Ellingson Inc. | | 410.06 |
| | | | | Check Total: | | 410.06 |
| 22289 | 06/01/2009 | Street Fund | Business Licenses | Interface Security Systems LLC | | 62.50 |
| | | | | Check Total: | | 62.50 |
| 22290 | 06/01/2009 | General Fund | Refund Clearing Account -Parks | Discover Burien | | 50.00 |
| | | | | Check Total: | | 50.00 |
| 22291 | 06/01/2009 | General Fund | Refund Clearing Account -Parks | Teru Kiyohara | | 30.00 |
| | | | | Check Total: | | 30.00 |
| 22292 | 06/01/2009 | General Fund | Advertising | Robinson Newspapers | | 56.00 |
| | | | | Check Total: | | 56.00 |
| 22293 | 06/01/2009 | General Fund | Instructors Prof Svcs | Elizabeth B. Rodgers | | 655.35 |
| | | | | Check Total: | | 655.35 |
| 22294 | 06/01/2009 | General Fund | CERT / Citizens Academy | Safeway | | 32.98 |
| 22294 | 06/01/2009 | General Fund | Citizens Patrol/ Crime Prevent | Safeway | | 45.45 |
| | | | | Check Total: | | 78.43 |
| 22295 | 06/01/2009 | General Fund | Telephone | SPRINT | | 99.98 |
| | | | | Check Total: | | 99.98 |
| 22296 | 06/01/2009 | General Fund | Office/operating Supplies | STAPLES | | 78.83 |
| | | | | Check Total: | | 78.83 |
| 22297 | 06/01/2009 | General Fund | Professional Services | State Auditor's Office | | 10,804.10 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| | | | | | Check Total: | 10,804.10 |
| 22298 | 06/01/2009 | Town Square CIP | Office Furniture and Equipment | Studio SC | | 1,000.00 |
| | | | | | Check Total: | 1,000.00 |
| 22299 | 06/01/2009 | General Fund | Registration - Trainng/workshp | SWKC Chamber of Commerce | | 20.00 |
| 22299 | 06/01/2009 | General Fund | Registration - Trainng/workshp | SWKC Chamber of Commerce | | 40.00 |
| | | | | | Check Total: | 60.00 |
| 22300 | 06/01/2009 | General Fund | Machinery And Equipment | Complete Line, LLC | | 5,191.40 |
| | | | | | Check Total: | 5,191.40 |
| 22301 | 06/01/2009 | General Fund | Teen Programs | Reginald Thomas | | 345.28 |
| | | | | | Check Total: | 345.28 |
| 22302 | 06/01/2009 | General Fund | Neighborhood Fund Grant | Lori Toth | | 1,839.63 |
| | | | | | Check Total: | 1,839.63 |
| 22303 | 06/01/2009 | Town Square CIP | Office Furniture and Equipment | Tri-Tec | | 6,579.00 |
| 22303 | 06/01/2009 | Town Square CIP | Office Furniture and Equipment | Tri-Tec | | 1,310.93 |
| | | | | | Check Total: | 7,889.93 |
| 22304 | 06/01/2009 | General Fund | Quarterly Newsletter | U.S. POSTAL SERVICE | | 3,000.00 |
| | | | | | Check Total: | 3,000.00 |
| 22305 | 06/01/2009 | Street Fund | Small Tools & Minor Equipments | BRIAN VICTOR | | 79.00 |
| | | | | | Check Total: | 79.00 |
| 22306 | 06/01/2009 | General Fund | Professional Services | Waldron Resources | | 656.80 |
| | | | | | Check Total: | 656.80 |
| 22307 | 06/01/2009 | Street Fund | Landscape Maint - Utilities | Water District No. 49 | | 97.50 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | | Void | Amount |
|---|---|---|---|---|---|---|---|
| 22307 | 06/01/2009 | Street Fund | Landscape Maint - Utilities | Water District No. 49 | | | 48.75 |
| 22307 | 06/01/2009 | Street Fund | Landscape Maint - Utilities | Water District No. 49 | | | 48.75 |
| 22307 | 06/01/2009 | Street Fund | Landscape Maint - Utilities | Water District No. 49 | | | 48.75 |
| 22307 | 06/01/2009 | Street Fund | Landscape Maint - Utilities | Water District No. 49 | | | 49.52 |
| | | | | | Check Total: | | 293.27 |
| 22308 | 06/01/2009 | General Fund | Office And Operating Supplies | Walter E. Nelson Co. | | | 14.56 |
| 22308 | 06/01/2009 | General Fund | Office And Operating Supplies | Walter E. Nelson Co. | | | 65.53 |
| 22308 | 06/01/2009 | General Fund | Office And Operating Supplies | Walter E. Nelson Co. | | | 65.53 |
| 22308 | 06/01/2009 | General Fund | Office And Operating Supplies | Walter E. Nelson Co. | | | 36.42 |
| | | | | | Check Total: | | 182.04 |
| 22309 | 06/01/2009 | General Fund | Dues/memberships | W.R.P.A. | | | 219.75 |
| 22309 | 06/01/2009 | General Fund | Dues/memberships | W.R.P.A. | | | 219.75 |
| 22309 | 06/01/2009 | General Fund | Dues/memberships | W.R.P.A. | | | 219.75 |
| 22309 | 06/01/2009 | General Fund | Dues/memberships | W.R.P.A. | | | 219.75 |
| | | | | | Check Total: | | 879.00 |
| 22310 | 06/01/2009 | General Fund | Professional Services | Washington State Patrol | | | 50.00 |
| | | | | | Check Total: | | 50.00 |
| 22311 | 06/01/2009 | General Fund | Jail Contract | Yakima County Department | | | 9,292.92 |
| | | | | | Check Total: | | 9,292.92 |
| 22312 | 06/01/2009 | General Fund | Office/operating Supplies | Yes of Course, Inc. | | | 17.01 |
| | | | | | Check Total: | | 17.01 |
| 22313 | 06/01/2009 | General Fund | Registration - Trainng/workshp | Debbie Zemke | | | 24.75 |
| 22313 | 06/01/2009 | General Fund | Registration - Trainng/workshp | Debbie Zemke | | | 24.75 |
| 22313 | 06/01/2009 | General Fund | Registration - Trainng/workshp | Debbie Zemke | | | 25.50 |
| | | | | | Check Total: | | 75.00 |

| Check Number | Check Date | Fund Name | Account Name | Vendor Name | Void | Amount |
|---|---|---|---|---|---|---|
| | | | | Report Total: | | 1,796,083.20 |

DRAFT

Burien
WASHINGTON

# CITY COUNCIL MINUTES

**May 11, 2009**

SPECIAL MEETING, North Classroom
For the purpose of holding an Executive Session to discuss a personnel matter per RCW 42.30.110(1g)
6:00 p.m.
and
COUNCIL MEETING, Board Room
7:00 p.m.
Educational Resource & Administrative Center (ERAC)
15675 Ambaum Blvd. SW
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*
- *Order an audio cassette tape recording or a DVD of the meeting from the City Clerk, (206) 241-4647*

**SPECIAL MEETING**

Mayor McGilton called the Special Meeting of the Burien City Council to order at 6:00 p.m. for the purpose of holding an Executive Session to discuss a personnel matter per RCW 42.30.110(1g).

Present: Mayor Joan McGilton, Deputy Mayor Sue Blazak, Councilmembers Rose Clark, Kathy Keene, Lucy Krakowiak, and Sally Nelson. Councilmember Gordon Shaw was excused.

Administrative staff present: Mike Martin, City Manager; and, Attorney Michael Bolasina, Stafford Frey Cooper.

No action was taken.

**SPECIAL MEETING ADJOURNMENT TO COUNCIL MEETING**

The Special Meeting was adjourned at 6:55 p.m.

**CALL TO ORDER**

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

**EXECUTIVE SESSION**

An Executive Session was held for the purpose as noted above in the Special Meeting prior to the Council meeting.

**PLEDGE OF ALLEGIANCE**

Mayor McGilton led the Pledge of Allegiance.

**ROLL CALL**

Present: Mayor Joan McGilton, Deputy Mayor Sue Blazak, Councilmembers Rose Clark, Kathy Keene, Lucy Krakowiak, and Sally Nelson. Councilmember Gordon Shaw was excused.

Administrative staff present: Mike Martin, City Manager; Christopher Bacha, Interim City Attorney; Tabatha Miller, Finance Director; Doug Lamothe, Interim Public Works Director; and Monica Lusk, City Clerk.

**AGENDA CONFIRMATION**

**Direction/Action**

**Motion** was made by Deputy Mayor Blazak, seconded by Councilmember Nelson, and passed unanimously to affirm the May 11, 2009, Agenda as amended to add Business Agenda Item X "a" Motion to Authorize the Mayor to Execute an Amendment to City Manager Michael H. Martin's Contract and the Rest of the Items will Follow Consecutively.

**PUBLIC COMMENT**

Roger DeLorm, 13254 2nd Ave. SW
Mr. DeLorm spoke to a speeding problem in his neighborhood.

Peter Arends, 13442 1st Ave SW
Mr. Arends spoke to a property that has approximately 34 cars parked on it at approximately 1st Avenue SW between SW 134th and 136th Streets.
He also spoke to the alley located in the same area. He requested that lights be installed to help prevent crime, such as graffiti, and fence damage.

**CORRESPONDENCE FOR THE RECORD**

a. Letter Dated June 30, 2009, from Robbie Howell Regarding Burien Transit Station Name.
b. Letter Dated May 5, 2009, from Robbie Howell as a Follow-up to Previous Letter.

**PRESENTATIONS**

**2008 Annual Police Report Summary**

Burien Police Chief Scott Kimerer highlighted the following from the 2008 Annual Police Report: Part I crimes are down 12%; poised to have red light camera enforcement; Part 2 crimes are up 14%; and dispatched calls for service are down 14%.; three complaints against officers were received; and traffic accidents are down 8%.

**Update on Town Square.**

**Follow-up**

Staff will provide updates on the Town Square Park public contributions, and the broken street light including lights that are out on the north side of SW 152nd Street.

**CONSENT AGENDA**

a. Approval of Vouchers: Numbers 22013 – 22115 in the Amount of $1,843,352.68.
b. Approval of Minutes: Special Meeting, April 30, 2009; Council Meeting, May 4, 2009.

**Direction/Action**
**Motion** was made by Deputy Mayor Blazak, seconded by Councilmember Nelson, and passed unanimously to approve the May 11, 2009, Consent Agenda.

**Follow-up**
Staff will provide an inventory and information on the maintenance of the fire hydrants.

**BUSINESS AGENDA**
**Motion to Authorize the Mayor to Execute an Amendment to City Manager Michael H. Martin's Contract**
(Added under Agenda Confirmation)

**Direction/Action**
**Motion** was made by Deputy Mayor Blazak, seconded by Councilmember Nelson to Authorize the Mayor to Execute an Amendment to the City Manager Michael H. Martin's Contract. The amendment accomplishes the following: adds a new section to the original contract for the protection of Michael Martin, the City and its residents regarding alcohol. In the amended contract, Michael Martin has agreed to comply with any conditions of the court, not to report to work under the influence of alcohol, submit to testing at random or upon request, install an ignition interlock system, and receive an assessment from a qualified professional and comply with any treatment recommendations of the assessor. The amendment also changes the severance provisions to allow the City Council to terminate the contract without severance being owed if Mr. Martin violates any of the new conditions. The City Council will re-evaluate the conditions at the conclusion of a two-year period. Mr. Martin has agreed to all terms of the amended agreement. A copy of the amended agreement, once signed by the Mayor is a public document subject to disclosure upon request. **Motion** carried 5-1. Opposed, Councilmember Krakowiak.

**City Manager's Report**

**Follow-up**
Staff will schedule training for the Council on the computers and voting/queuing system located at the dais sections; provide an update on issues noted under Public Comment (speeding on SW 132nd Street and 2nd Avenue South and the alley situation by 1st Avenue between SW 134th and 136th Streets).

**Council Review of Proposed Council Agenda Schedule**

**Follow-up**
Staff will schedule both a discussion on a proposed SW 153rd Street Beautification Program and reschedule the discussion on the proposed Tenant Protection Program to a 3rd Quarter Council Agenda.

**Motion to Adopt Ordinance No. 511, Establishing a Special Events Permit Code**

**Direction/Action**
**Motion** was made by Deputy Mayor Blazak, seconded by Councilmember Nelson, and passed unanimously adopt Ordinance No. 511, relating to special event permits.

**Motion to Adopt Ordinance No. 512, Amending Chapter 12.18 BMC of the City Right-of-Way Code**

**Direction/Action**

**Motion** was made by Deputy Mayor Blazak, seconded by Councilmember Nelson, and passed unanimously to adopt Ordinance No. 512, relating to issuance of right of way permits.

**Financial Update and Budget Revisions**

**Follow-up**

Staff will provide information on the following: ways to engage the public for parks maintenance; comments from Lisa Clausen, Government Relations Specialist, and Hal Hiemstra, Federal Lobbyist, regarding the proposed adjustment to the lobbyist contract; impacts of proposed reduction of deputies; health care/benefits and longevity provisions of the police contract; contact the 12 cities who contract for police services with King County to address the police contract; options for reducing the budget without affecting memberships to Associations; and, membership benefits of the Puget Sound Clean Air Agency, Seattle Southside, and Enterprise Seattle.

**COUNCIL REPORTS**

Councilmember Clark reported on the School-City Summit held on May 6. Attendees included the Highline School District Board of Directors and Councilmembers from the cities of Burien, Des Moines, Normandy Park, and SeaTac.

Councilmember Keene reported on Public Works Trust Fund meeting she attended.

**ADJOURNMENT**

**Direction/Action**

**MOTION** was made by Deputy Mayor Blazak, seconded by Councilmember Nelson and passed unanimously to adjourn the meeting at 9:43 p.m.

_____
Joan McGilton, Mayor

_____
Monica Lusk, City Clerk

Burien
Washington, USA
15811 Ambaum Blvd SW, Suite C, Burien, WA 98166
Phone: (206) 241-4647 • FAX (206) 248-5539
www.burienwa.gov

# MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council
**FROM:** Mike Martin, City Manager
**DATE:** June 1, 2009
**SUBJECT:** City Manager's Report

## I. INTERNAL CITY INFORMATION

### A. First City Hall Client Served

Neil Scalzo, the first client at the new City Hall, was greeted with much fanfare when he came in on Tuesday, May 19, around 9 a.m. to submit an application for a building revision.

### B. Parks Staff Attend Events Sponsorship Training

Several staff from the Parks Department attended a workshop on Thursday, May 7 concerning event marketing and sponsorships. The workshop was sponsored by the Washington Festival & Events Association and Metro Parks Tacoma. The seminars were led by several experts on events and festivals; the keynote speaker was one of the most highly regarded experts in the marketing of corporate sponsorships for events. Sessions included such topics as "Food at your Event: Eater-tainment - It's not just corn dogs and elephant ears anymore".

### C. State Agency Staff Tour Seahurst Park

Parks Operations & Development Manager, Steve Roemer provided a tour on May 6 at Seahurst Park to Salmon Recovery Funding Board (SRFB) Review Panel and Water Resource Inventory Area 9 (WRIA-9) representatives, regarding the north shoreline restoration project. As Council is aware, this includes park improvements consistent with the Park Master Plan along the northern shoreline, removal of approximately 2000 feet of seawall, beach restoration and relocation of the parking lot. The tour was staff's opportunity to present the project and its merits for potential funding in the context of habitat restoration within the Puget Sound shoreline. Staff has requested project funding of $1,000,000 towards the early phases of this project, which will be done in partnership with the US Army Corps of Engineers. Burien has successfully received funding for past Seahurst work from the SRFB in the development of the park master plan, as well as the seawall removal and beach restoration completed along the southern shoreline.

**D. Low Watt Radio Installation Under Way**

Permits have been pulled and the contractor is in town to begin the low watt radio station installation. The unit, which will be housed inside the Community Center has a 30' foot tall antenna which will be mounted outside on the west side of the building. This particular model is also portable which allows us to move it to a more advantageous location in the event that we would ever need to get our signal out beyond where we can reach from the Community Center, i.e. over the steep slopes to the west.

The installation will occur on Wednesday, May 27 and training will be held at the Community Center the following day. Staff from all city departments as well as Fire will be attending.

**E. Increased Vendors for 2009 Strawberry & Arts Festival**

The Parks Department is working with New Growth Events Solutions for the first time in an effort to expand the quality of Festival vendors. Obtaining vendors has become a highly-competitive challenge in the region over the last several years, due to the increase of community festivals happening almost every weekend throughout the summer. This situation had a significant impact on the Strawberry Festival for many years. This year's new categories include Restaurant & On Ground Vendors, Handcrafted/Specialty Food Products & Commercial Imports, Organic & Sustainable Products, Information/Non Profit Organizations, and Activity Booths. The most challenging category to recruit are Handcrafted/Special Food Product vendors, which also include arts and crafts. To date, 20 new vendors have been obtained in this category alone. New Growth Events manages both the Bite of Seattle and the Taste of Tacoma, and is also working this year with Northwest Folklife Festival in addition to other numerous events.

**F. Spring Recycling Collection Event – May 16 & 17, 2009 (Pg. 69)**

325 carloads of material showed up for the Spring Recycling Collection Event. A summary of what was collected is attached.

**G. Clean Sweep Results (Pg. 71 )**

Attached is a chart that shows this year's Clean Sweep results, as well as a comparison of the past ten years' results.

**H. Pedestrian Safety Workshop (Pg. 73)**

The King County Traffic Safety Coalition is hosting a Pedestrian Safety Workshop on Tuesday, June 16, 2009, 9am – noon at the Washington Criminal Justice Training Commission Auditorium. A flyer is attached with additional details.

**I. Annexation Outreach Activities in May**

- On May 15th staff met with members of the Leadership Academy to discuss annexation from the perspective of the Latino community. The discussion included questions regarding local governance, who was involved in the process and what impacts the Latino community could expect should annexation occur.

- On May 19th City staff hosted a Burien Proposed Annexation Informational Open House at Salmon Creek School. This event was the fifth in a series of open houses planned by staff. The event was attended by approximately 65-70 people. Staff engaged with residents on a number of topics related to annexation. One unique "highlight" of the meeting occurred after the meeting was over. As we were gathering to leave the multipurpose room we began to hear that the rain was increasing in intensity. Then several claps of thunder were heard and finally, as we looked out the door we saw an incredible hail storm. Luckily this only went on for 10 – 15 minutes as no one dared to venture out needlessly. It was certainly one of the more eventful endings to our annexation meetings.

- On May 20th City staff was invited to speak about the proposed annexation at a monthly Ice Cream Social hosted at the Boulevard Park Place retirement center. Approximately 80 – 90 residents were present and a lively discussion ensued over ice cream sundaes and coffee.

Many of the questions and comments raised by the community have been incorporated into the Burien Annexation web page located at www.burienwa.gov/annexation. Interested parties may also receive future open house information by signing up for the Annexation Email List or calling the Burien Annexation Hotline at 206-436-5555. The next open house is scheduled for Tuesday, June 16th at Southern Heights Elementary School, 6:00-7:15 PM, located at 11249 14th Ave. South.

**J. Adopt-A-Park Update**

Adopt-A-Park volunteers are very active throughout our parks, with some recent activity on May 16 at Shorewood Park and May 23 at Seahurst Park. The Shorewood park work party focused on mulching throughout the park around the native vegetation and included some additional plantings. The application of mulch on a routine basis by the volunteers reduces and eliminates the need for Parks or contracted staff to provide weed control through other alternatives such as applying herbicides or mechanical removal. The Seahurst Park work party focused near the Shorewood Drive entrance and included the removal of unwanted non-native vegetation, such as English Ivy, holly or laurel. This work folds into the earlier use of goats for vegetative removal, which has enhanced the ability of the volunteers to gain better site access and increased the efficient use of the volunteers hard work. Through 2008 Adopt-A-Park volunteers logged 904 hours of work and included 220 participants.

**K. Seahurst Recommended For Funding By WRIA 9**

The Parks Department reports that during the first phase of Salmon Recovery Funding Board (SRFB) funding evaluations, the Seahurst Park North Seawall Removal and Beach Restoration has been recommended for $1.26 million in funding by the WRIA-9 Watershed Ecosystem Forum. This represents the largest entity share of this regional spending plan, including $750,000 in Puget Sound Acquisition &

Restoration (PSAR) funding and $510,000 in King Conservation District funding. Recommended projects will move forward through a Statewide review by a SRFB panel, as well as the public, with final approvals occurring in December 2009.

**L. B/IAS Update On Planned Events & Activities (Pg. 75)**
Staff and representatives from the B/IAS project have provided an update of developments and planned activities. A staff memo from the Parks Director is attached (see attached staff memo).

**M. Update on Construction of Town Square Park**
All sod and plantings are completed. Remaining work includes the concrete work around the southern patio area and the interactive fountain, as well as the trails. The project is on schedule to be available to the public by the grand opening.

**N. Update on Town Square Park Art**
Final stages on the sculpture by James Harrison are being completed. The red glass has been installed at the top. Art work by Dan Webb is due to be delivered next week and will be placed at each of the five major entrances to the park.

**O. Natural Yard Care Workshop**
The last of the Natural Yard Care Workshops was held on Thursday, May 21st. It was attended by 44 citizens. Sarah Murphy of Frause, who administrates the workshops, reported that she was "amazed at the consistency of attendance". The Glenn's were the winners of the mulching mower and will be picking it up at Lowe's.

**P. Discover Burien Elects New President**
The Discover Burien Board of Directors elected Sarah Slaughter as their new President at its' last meeting. Sarah is the general manager of El Dorado West and is also an active member of the Burien Wellness Cluster. Sarah plans to come to a Council meeting in the next 30 days to update Council on the organization's plans.

## II. COUNCIL UPDATES/REPORTS

**A. Low-Income Home Energy Assistance Program Abbreviated Model Plan (Pg. 76)**
The Department of Community, Trade and Economic Development (CTED) will be publishing a draft of the Low-Income Home Energy Assistance Program (LIHEAP) Abbreviated Model Plan – Fiscal Year 2010. It will be posted no later than June 5, 2009 on the LIHEAP website at: www.liheapwa.org – State Plans. See attached letter for further explanation.

**B. Major Projects Status Report (Pg. 77)**
Staff has prepared a Major Project Status Report for Council dated May 27, 2009 (attached).

**C. Advisory Board Meeting Minutes (Pg. 81)**

Attached are the following approved Minutes of advisory boards:

- March 11, 2009 -- Parks & Recreation Board
- March 24, 2009 -- Art Commission
- April 24, 2008 – Burien Business & Economic Development Partnership

# *Olympic Environmental Resources*

*4715 SW Walker Street Seattle WA 98116*
*Tel. 206 938-8262 Fax (206) 938-9873*
*Email: pauldevine@msn.com*


**TO: City of Normandy Park, City of Burien**
**FROM: Olympic Environmental Resources (OER)**
**DATE: May 19, 2009**
**RE: 2009 Spring Recycling Collection Event Results**

**We had a good day for the Normandy Park and Burien Spring Recycling Collection Event. Three hundred and twenty-five (325) carloads of recyclable material arrived. The total amount of material collected was 43,123 pounds or nearly 22 tons. The total averages out to 133 pounds of material per vehicle. The event also included a compost bin and rain barrel sale for distribution of these items to Normandy Park and Burien residents.**

**The event included the collection of:**

**-14,550 pounds of computers, electronic equipment, and cellular phones. The material will be sorted and recycled by Independent Metals in Seattle.**
**-9,900 pounds of bulky and scrap wood. The bulky yard debris and the scrap wood will be processed for recycling through Glacier Recycle, a wood processor in Auburn.**
**-2 computer monitors. The monitors will be processed and recycled by Ecolights in Seattle (80 pounds).**
**-15 propane tanks. The tanks will be re-used through Blue Rhino Cylinder Exchange Service or the tanks will be recycled as scrap metal through Seattle Iron and Metals (750 pounds).**
**-6,850 pounds of reusable household goods. This material was collected by the Seattle Goodwill for resale through their retail outlets with the proceeds going to Goodwill charity programs.**
**-185 gallons of used motor oil and petroleum based products. This will be re-refined into new motor oil or reused as bunker fuel (1,369 pounds).**
**-40 gallons of used anti-freeze. This toxic liquid will be recycled into new anti-freeze (320 pounds).**
**-72 used oil filters. These will be drained of oil and the scrap metal will be recycled (200 pounds).**

-86 used tires. These tires will be re-used if in good condition, if not, chipped and made into such products as garden hoses, playground mats, road bedding, and burned as fuel (2,150 pounds).
-19 lead acid batteries. The batteries will be dismantled, the acid disposed of properly, and the cores recycled into new batteries (682 pounds).
-4220 alkaline batteries. The batteries will be dismantled, the hazardous material disposed of properly, and the cores recycled into new batteries through All Battery (422 pounds).
-22 toilets and sinks. The porcelain material will be processed by Stoneway Concrete and Recycling into concrete material (1,650 pounds).
-4,200 pounds of cardboard. The cardboard will be recycled by Smurfit in Renton.

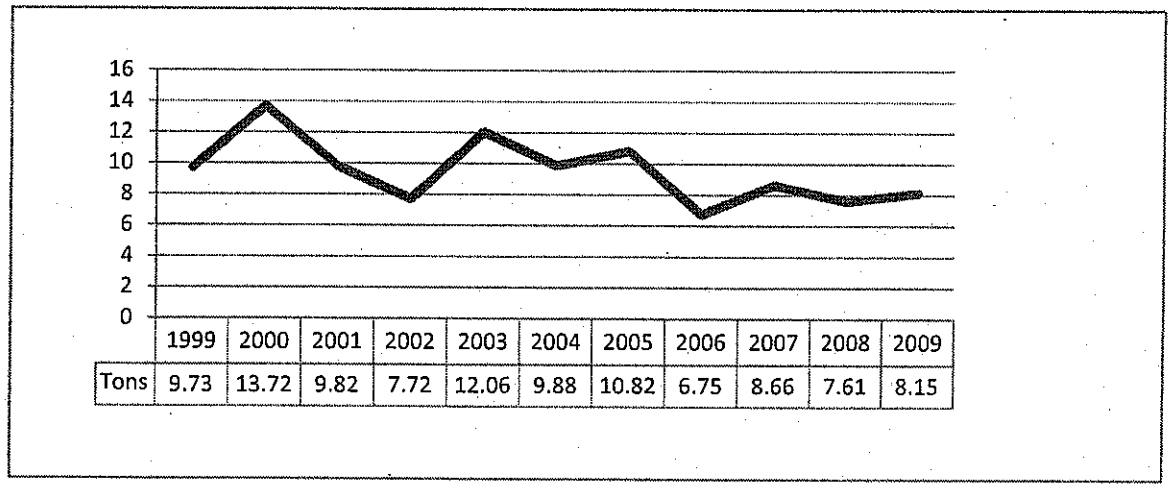
Overall we were happy with the way the event went and the amount of material collected. We appreciate the opportunity to work with the City of Normandy Park and the City of Burien. OER looks forward to working on future events in 2009. Thank you.

Sincerely,

Paul M. Devine
General Manager
Olympic Environmental Resources

# Clean Sweep Results

| Year | Tons of Garbage | |
|---|---|---|
| 1999 | 9.73 | |
| 2000 | 13.72 | |
| 2001 | 9.82 | |
| 2002 | 7.72 | |
| 2003 | 12.06 | |
| 2004 | 9.88 | |
| 2005 | 10.82 | |
| 2006 | 6.75 | (0.59 of this was recycled scrap metal) |
| 2007 | 8.66 | (0.50 of this was recycled scrap metal) |
| 2008 | 7.61 | (1.03 of this was recycling: 650 lbs metal, 1400 lbs commingled)<br>Plus a truck load of computers/monitors/printers, flourescent tubes, and other haz waste. |
| 2009 | 8.15 | (1.21 of this was recycling: 240 lbs metal, 1065 lbs commingled, 1120 lbs wood)<br>Plus 2 truck loads of computers/monitors/printers, flourescent tubes, and other haz waste. |

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**King County Traffic Safety Coalition**

# Pedestrian Safety Workshop

Tuesday, June 16, 2009

**9 a.m. – 12 p.m.**

(Registration & Refreshments: 8 a.m. – 9 a.m.)

## WA Criminal Justice Training Commission (CJTC)

**Auditorium**

19010 1st Ave. S, Burien, WA 98148

(Directions on the next page)

**There is NO cost to attend**

## Please join us to:

- Hear the results of King County Board of Health pedestrian safety survey
- Learn to develop and implement a pedestrian master plan
- Find out what resources and funds are available

## Speakers

**Councilmember Nick Licata**, Seattle City Council

**Ms. Lynn Drake**, Washington Traffic Safety Commission

**Ms. Paula Reeves**, WA State Department of Transportation

Seattle Department of Transportation Staff

Suburban City Experts

---

**RSVP:** kcpedsworkshop@gmail.com

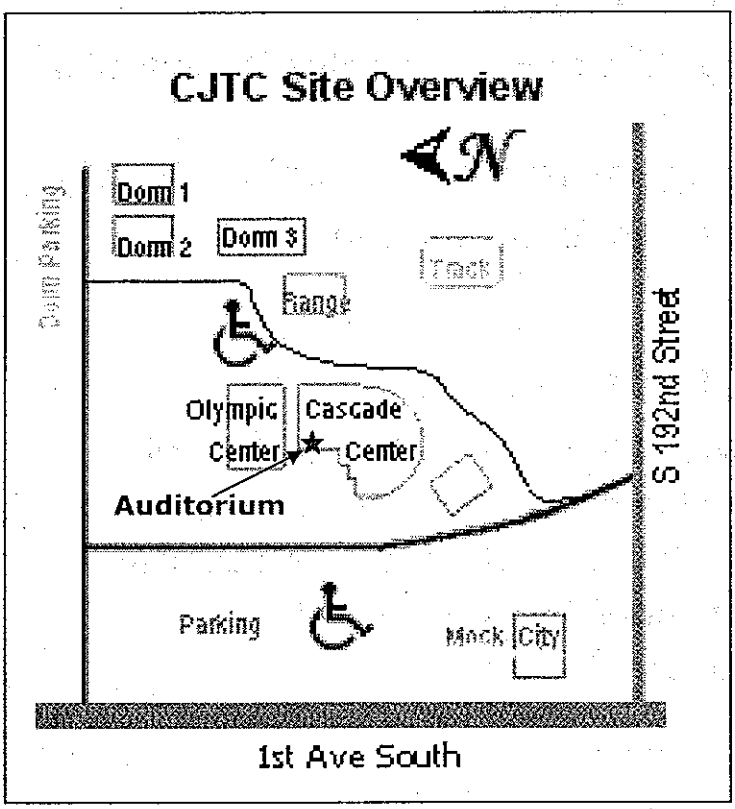
For inquiries, please contact Deanne Boisvert at 206.263.8160

Please RSVP By: **June 5, 2009**

## Driving Directions:

**Traveling I-5 from Seattle (southbound):**
Take 188th Street exist (#152) and travel west (right) for nearly 3.5 miles on 188th Street until it ends at 1st Avenue South. Turn left (south) on 1st Avenue and go nearly one mile through one traffic light to CJTC on left (east) side of street (19010 1st Ave. S). The campus is the first left turn lane past the Normandy Street traffic light. Take the immediate right into the parking lot. Go to Cascade Center where the Auditorium is located.

**Traveling I-5 from Tacoma (northbound):**
Take 188th Street exit (#152) and travel west (left) for nearly 3.5 miles on 188th Street until it ends at 1st Avenue South. Turn left (south) on 1st Avenue and go nearly one mile through one traffic light to CJTC on left (east) side of street. The campus it the first left turn lane past the Normandy Street Traffic light. Take immediate right into the parking lot. Go to Cascade Center where the Auditorium is located.




**Bus Routes:**

From Seattle
MT 121-I
MT 131-I

1st Ave S &
S 192nd

**CITY OF BURIEN, WASHINGTON**
**MEMORANDUM**

**TO:** Mike Martin, City Manager

**FROM:** Michael Lafreniere, Director, Parks, Recreation, & Cultural Services

**DATE:** May 15, 2009

**SUBJECT:** B/IAS UPDATE

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Staff and representatives from the B/IAS project have provided an update of developments and planned activities:

**Art:**
New Art is coming in, including a monolith, and a giant metal eagle that is being created by students from the Puget Sound Skill Center. B/IAS is still looking for more art, so if Councilmembers know of anyone who would like to create or want to do an event, they should let B/IAS know at info@interim-art-space.com.

**Events:**
June 21, 2009: Burien 5K Run, sponsored by WhiteWater Aquatics
The Burien Festival 5K Run is an annual community event sponsored by WhiteWater Aquatics, in conjunction with the Burien Strawberry & Arts Festival. The purpose of the run, aside from providing a healthy activity for our members and the community, is to raise funds for the Ruth Dykeman Children's Center and WhiteWater Aquatics, both 501(c)(3) organizations. This year they are adding a 1K Family Run, which will have a SuperHero theme. Kids are encouraged, but not required, to dress as their favorite SuperHero and run the race. A prize for best costume for kids 12 and under will be given at the completion of the 1K Family Run. The Run will start and finish on the B/ IAS site.

July 2, 2009: An evening with Thomas Sieverts: A Community Discussion about Life in Suburbia with Thomas Sieverts. Council was briefed about this possible event several weeks ago. More details will soon be forthcoming.

July 24 and August 7, 2009: Friday Night Movie, An evening of Student Films, BBQ and A big surprise by Steven Bradford. (Still to be scheduled Fritz Lang's Metropolis done to a live Greg Taylor electro score.)

August 15 and 16, 2009: Pieces of Eight, An urban Concert
Pieces of Eight: A performance of 8 composers, 8 channel pieces, and 8 speaker stacks placed throughout the B/ IAS site. A two day cutting edge musical happening stretched over the one acre B/ IAS site. The event will enable artists to create sound performances "on a scale deeper, larger and in a truly unique environment." More details are available on the B/IAS website.

September 12, 2009: Burien Arts-A-Glow - A night of light art, Lantern parade, Bands and Fire, A Festival of Light!

November 1, 2009: Day of the Dead / Night of a 1000 Pumpkins
Bring your pumpkins and a candle to the B/ IAS site for a night of 1000 pumpkins and a celebration of The Day of the Dead. A night of pumpkins, music, art and fire. All pumpkins will be composted with the help of Waste Management.

B/IAS holds regular public planning meetings on the second Tuesday of each month. Details and locations are available on the B/IAS website, www.interim-art-space.com.

STATE OF WASHINGTON
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT
128 – 10th Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000



May 6, 2009

Dear Interested Party:

The Department of Community, Trade and Economic Development (CTED) will be publishing a draft of the Low-Income Home Energy Assistance Program (LIHEAP) Abbreviated Model Plan – Fiscal Year 2010.

The 2010 Abbreviated Plan will describe how the state of Washington, in conjunction with community-based public and private agencies, will provide energy assistance and weatherization services to low-income households. The plan will be based on the Model Plan format provided by the federal Department of Health and Human Services. This format ensures that the statutory requirements are met.

A copy of the 2010 Abbreviated Plan will be posted no later than June 5, 2009 on the LIHEAP website at www.liheapwa.org – State Plans and on the CTED website at www.cted.wa.gov - Publications. The public hearing will be held at the Department of Community, Trade and Economic Development, located at 906 Columbia Street Southwest in the second floor conference room on Tuesday, June 23, 2009 from 10 a.m.-12 p.m.

A copy of the document can be mailed to you upon request.

Written requests may be sent to:

Ms. Lisa Lipsey
Department of Community, Trade and Economic Development
Community Services
906 Columbia Street SW
Post Office Box 48300
Olympia, Washington 98504-8300

You may also contact Ms. Lipsey by phone at (360) 725-2861 or by email at LisaL@cted.wa.gov to request a copy. Alternate format plans are available upon request by mail, or by TTY (360) 586-4623. Please allow a minimum of ten working days.

Sincerely,

Cinqué Finnie, Manager
Low-Income Home Energy Assistance Program

# Major Projects Status

## Project

| | Highline Christian Church | Date | Status (BLD 05-0078 & BLD 06-0676) |
|---|---|---|---|
| **Address** | 114 SW 150th Street | *25-May* | Education wing interior work underway |
| **Zone** | CR | *25-Jun* | No Status Change |
| **Site Size** | 1.45 Acres | *25-Jul* | No Status Change |
| **Project Lead** | KG | *25-Aug* | No Status Change |
| **Building Sq Ft** | 63,000 | *25-Sep* | No Status Change |
| **Building Stories** | 2 | *25-Oct* | Education wing 1st floor final approved |
| | | *25-Nov* | 2nd floor finish work underway |
| | | *25-Dec* | No Status Change |
| | | *25-Jan* | No Status Change |
| | | *25-Feb* | Limited occupancy granted for Ed wing |
| | | *25-Mar* | No Status Change |
| | | *25-Apr* | No Status Change |
| | | *25-May* | No Status Change |

| | Town Square Parcel 1 | Date | Status (BLD 06-1750) |
|---|---|---|---|
| **Address** | 460 SW 152nd Street | *25-May* | Interior mech, electrical and plumbing work underway |
| **Zone** | DC | *25-Jun* | Framing levels 3 and 4 |
| **Site Size** | 4.46 Acres | *25-Jul* | Framing levels 4 and 5 |
| **Project Lead** | JV/DJ | *25-Aug* | Framing levels 5 and 6 |
| **Building Sq Ft** | 255,481 | *25-Sep* | Framing level 6 and interior work underway |
| **Building Stories** | 6 | *25-Oct* | Interior work continuing |
| | | *25-Nov* | No Status Change |
| | | *25-Dec* | No Status Change |
| | | *25-Jan* | Interior work continuing/decks and awning installation underway |
| | | *25-Feb* | No Status Change |
| | | *25-Mar* | Completing final punch list items |
| | | *25-Apr* | No Status Change |
| | | *25-May* | Partial Final granted on 5/12 |

| | Nugyen Townhomes | Date | Status (BLD 05-1387-1391) |
|---|---|---|---|
| **Address** | 10XX SW 130th Street | *25-May* | #1 bldg interior work underway, 2 & 3 footing work continuing |
| **Zone** | RM-24 | *25-Jun* | No Status Change |
| **Site Size** | 14,337 sq. ft. (0.33 Acres) | *25-Jul* | No Status Change |
| **Project Lead** | SB/CD | *25-Aug* | No Status Change |
| **Units** | 8 | *25-Sep* | No Status Change |
| **Building Stories** | 3 | *25-Oct* | Building 1 (Units 7 & 8) final occupancy approved |
| | | *25-Nov* | Buildings 2 & 3 foundation work complete |
| | | *25-Dec* | No Status Change |
| | | *25-Jan* | No Status Change (Extensions granted for units 1-6) |
| | | *25-Feb* | No Status Change |
| | | *25-Mar* | No Status Change |
| | | *25-Apr* | No Status Change |
| | | *25-May* | No Status Change |

| | Shorewood Subdivision (19-lots) | Date | Status (BLD 05-1683 & PLA 04-0228) |
|---|---|---|---|
| **Address** | Vacant Lot 15XX SW 124th Street | *25-May* | 12 permits issued, 1 finaled |
| **Zone** | RS-12,000 | *25-Jun* | 12 permits issued, 3 finaled |
| **Site Size** | 7.07 Acres | *25-Jul* | 12 permits issued, 4 finaled |
| **Project Lead** | SB/CD | *25-Aug* | No Status Change |
| **Lots** | 19 | *25-Sep* | 12 permits issued, 5 finaled |
| | | *25-Oct* | 12 permits issued, 6 finaled |
| | | *25-Nov* | 12 permits issued, 7 finaled |
| | | *25-Dec* | 12 permits issued, 8 finaled |
| | | *25-Jan* | 12 permits issued, 8 finaled |
| | | *25-Feb* | No Status Change |
| | | *25-Mar* | No Status Change |
| | | *25-Apr* | No Status Change |
| | | *25-May* | No Status Change |

| | Burien Transit Center | Date | Status (BLD 07-1028) |
|---|---|---|---|
| **Address** | 209 SW 148th Street | *25-May* | Permit issued on 2/13/08, No site work activity to date |
| **Zone** | DC | *25-Jun* | No site work activity to date |
| **Site Size** | 38,768 sq. ft. (0.89 Acres) | *25-Jul* | Demolition and site work underway |
| **Project Lead** | KG/DJ | *25-Aug* | Retaining wall work underway |
| **Units** | n/a | *25-Sep* | Foundation forming and site grading underway |
| **Building Stories** | 1 | *25-Oct* | Shelter framing nearing completion |
| | | *25-Nov* | Bus circulation area concrete pours nearing completion |
| | | *25-Dec* | Framing of shelter complete |
| | | *25-Jan* | On-site sidewalk work cont. and finishing transit shelter |
| | | *25-Feb* | No Status Change |
| | | *25-Mar* | Landscaping installed, work on parking lot underway |
| | | *25-Apr* | West parking lot work continuing |
| | | *25-May* | Artwork installed, working on final punch list items |

| | Sunset Townhomes | Date | Status (BLD 08-0362 & 0363) |
|---|---|---|---|
| **Address** | 148 & S 152nd Street | *25-May* | Utility installation underway |
| **Zone** | RM-24 | *25-Jun* | Framing work underway |
| **Site Size** | 15,077 sq. ft. (0.35 Acres) | *25-Jul* | Framing work continuing |
| **Project Lead** | KG/SJ | *25-Aug* | Exterior finishes being installed |
| **Units** | 6 | *25-Sep* | Interior work underway |
| | | *25-Oct* | Interior work continuing |
| | | *25-Nov* | No Status Change |
| | | *25-Dec* | No Status Change |
| | | *25-Jan* | SW 152nd Street sidewalks poured |
| | | *25-Feb* | Interior finish work underway |
| | | *25-Mar* | No Status Change |
| | | *25-Apr* | Landscaping installed |
| | | *25-May* | Interior work continuing |

| | 155th Street Townhomes | Date | Status (BLD 07-1744, 08-0393, 08-0394) |
|---|---|---|---|
| **Address** | 214 SW 155th Street | *25-May* | Foundation work complete |
| **Zone** | RM-24 | *25-Jun* | Framing underway |
| **Site Size** | 7,440 sq. ft. (0.17 Acres) | *25-Jul* | Framing work continuing |
| **Project Lead** | KG/SJ | *25-Aug* | Exterior work commencing |
| **Units** | 3 | *25-Sep* | Interior work underway |
| **Building Stories** | 3 | *25-Oct* | Interior work continuing |
| | | *25-Nov* | No Status Change |
| | | *25-Dec* | No Status Change |
| | | *25-Jan* | No Status Change |
| | | *25-Feb* | Interior finish work underway |
| | | *25-Mar* | No Status Change |
| | | *25-Apr* | Project complete 4/23/09, C of O issued |
| | | *25-May* | Project complete 4/23/09, C of O issued |

| | Moen Townhomes (Powell Homes) | Date | Status (BLD 07-2328 & 2329) |
|---|---|---|---|
| **Address** | 213 SW 154th Street | *5-Mar* | Permit read to issue |
| **Zone** | RM-24 | *25-Jun* | Permit extension granted |
| **Site Size** | 15,000 sq. ft. (0.34 Acres) | *25-Nov* | Permit extension granted |
| **Project Lead** | KG/SJ | *25-Apr* | No activity to date |
| **Units** | 6 | *25-May* | No activity to date |
| **Building Stories** | 3 | | |

| | Highline Medical Center (Birch Wing) | Date | Status (BLD 08-0690 & 0695) |
|---|---|---|---|
| **Address** | 16251 Sylvester Rd SW | *25-Jul* | Demolition and site prep work underway |
| **Zone** | O | *25-Aug* | Shoring and foundation work underway |
| **Site Size** | 5.62 Acres | *25-Sep* | Foundation work underway |
| **Project Lead** | KG/DJ | *25-Oct* | Foundation work continuing |
| **Building Sq Ft** | 79,607 sq. ft. | *25-Nov* | No Status Change |
| **Building Stories** | 3 | *25-Dec* | Floor construction underway |
| | | *25-Jan* | Pouring 3rd story floor |
| | | *25-Feb* | Roof framed, interior framing underway |
| | | *25-Mar* | Interior framing continuing |
| | | *25-Apr* | Interior work underway |
| | | *25-May* | No Status Change |

| | Navos Apartments |
|---|---|
| **Address** | 1115 SW 134th Street |
| **Zone** | RM-24 |
| **Site Size** | 27,958 sq. ft. (0.64 Acres) |
| **ject Lead** | KG/SJ |
| **Units** | 15 |
| **Building Stories** | 2 |

| Date | Status (BLD 08-1623) |
|---|---|
| *25-Dec* | Permit issued 11/26/08, foundation work nearing completion |
| *25-Jan* | Framing underway |
| *25-Feb* | Framing complete |
| *25-Mar* | Interior work underway |
| *25-Apr* | Interior work continuing |
| *25-May* | Interior work continuing |

| | Environmental Learning Center |
|---|---|
| **Address** | 1600 SW Seahurst Park Road |
| **Zone** | RS-12,000 |
| **Site Size** | 75.82 Acres |
| **Project Lead** | KG/SJ |
| **Building Sq Ft** | 2,105 sq. ft. |
| **Building Stories** | 2 |

| Date | Status (BLD 08-1969) |
|---|---|
| *25-May* | Permit ready to issue on 5/20/09 |

**CITY OF BURIEN, WASHINGTON**
**Parks and Recreation Advisory Board**
**MEETING MINUTES**
**Date – March 11, 2009**
**Time - 7:00 PM**

**BOARD MEMBERS PRESENT**
Ted Fosberg Jean Spohn

Chris Ndifon Larry Moormeier

**BOARD MEMBERS ABSENT**
None

**STAFF PRESENT**
Steve Roemer, Parks Development and Operations Manager

**GUESTS PRESENT**
None

Chris Ndifon called the meeting to order at approximately 7:00 PM.

**CITIZEN COMMENT**
None

**ADDITIONS TO AGENDA & AGENDA REVIEW**
No changes.

**MEETING MINUTES**
The minutes from the February 2009 meeting were approved 4/0/0.

**AGENDA AND ACTION ITEMS**

PRESENTATION
- Steve Roemer updated the Board on Park Capital Projects:
  - Mathison Phase II
    - Project at 60% design phase with KPG landscape architect, scheduled for construction bid in early June 2009.
    - Site slopes presenting some grading challenges, as we desire to make the park interior trail accessible to all.
    - This phase will include a 10ft. wide asphalt trail winding through the park from north to south, smaller interpretive trail, picnic tables and benches, and a K-5 playground with swings.

        - Completion scheduled for November 2009.
    - Towne Square
        - Project in construction, scheduled for a June 2009 completion.
        - Features include lawn areas and landscaping, interior pathways, an interactive water feature, as well as fountain, several public art pieces, rain garden, scenic overlook, gathering space for seating and small concerts.
    - Jacob Ambaum
        - A formal entry gate and additional decorative fencing has been added, which will aid in preventing small children from running out of the park quickly, onto adjacent streets.

DISCUSSION

- Upcoming Grant funding opportunities and challenges to supplement capital development.
- Annual Parks and Recreation Board Report due for June 1 presentation to City Council. Steve will provide Chris with past Board minutes, so a draft can be started by the Board members. Steve will structure the draft report for Council.

**FUTURE AGENDA ITEMS AND/OR QUESTIONS**

- Discussion: Pea Patch Development and Operations; invite Sustainable Burien

**FOR THE GOOD OF THE ORDER**

- April Board Meeting to be rescheduled or cancelled, due to schedule conflicts.
- Larry suggested continued interest to the old YMCA site at 188th for potential, future park use.

- The meeting was adjourned at 8:45PM.

Respectfully submitted by Steve Roemer, Parks Manager , Parks, Recreation & Cultural Services

**CITY OF BURIEN, WASHINGTON**

**Art Commission**
**MEETING MINUTES**
**Date:** March 24, 2009
**Time:** 6:30 p.m.

**Arts Commission Members Present:**

- ☐ Shelley Brittingham
- ☒ Donna DiFore
- ☐ Rochelle Flynn
- ☒ Victoria Hall
- ☐
- ☐
- ☒ Dane Johnson
- ☒ Kathy Justin

**Staff Present:**
Debbie Zemke, Parks, Recreation & Cultural Services Manager
Gina Kallman, Cultural Arts Supervisor

**Guests:**
Virginia Wright, Burien Resident
Rose Clark, Deputy Mayor
Maureen Hoffman, Burien Resident and past Arts Commissioner
Randi Lacey, Burien Resident and past Arts Commissioner

**Minutes**
Meeting called to order.

February minutes approved.

**AREAS OF FOCUS REPORT**

**Visual Arts**—Victoria reported that Dale Copeland, welding instructor at the Puget Sound Skills Center, is interested in doing a welding project with his students for the Burien Interim Arts Space (B/ IAS). The project would be a five foot eagle and fish sculpture. There would be no fee for materials, but Dale has requested that the sculpture is returned when B/ IAS is closed. Dale is also talking about making chimes out of oxygen tanks that could then be sold, possibly the money could go for scholarships for students. The materials to make the chimes would be free. The welding project will take one month and then Dale will work with B/ IAS organizer Dane Johnson to attach the sculpture to the ground.

**Arts Education**— Victoria attended the Arts Time educators' conference at Foster High School in March. She came away with some art project ideas that could be used at festivals such as kite making. She also talked to Ocarina Arena, a company who sells plastic ocarina (whistles) and offers workshops for classes and events. Victoria also mentioned that the trash fashion show may be a possibility for the Strawberry Festival; she will talk to the fashion teacher at PSSC to find out more details. Victoria is also working on going to the Burien Elementary Schools to talk to instructors about participating in a project making recycled art objects for the B/ IAS space.

**Public Art/ B/IAS**— Two large grants have been applied for—one to the Black Rock Arts Foundation and the other to 4-Culture. Dane and Kathy met on March 24th with the Burien Fire

Marshall and City of Burien staff. They were able to find out the specific fire concerns about "The Passage" sculpture, specifically that the fuel delivery system was problematic. The Fire Marshall has asked for a fire safety report but at this time Ignition NW has chosen to not do, both due to the expense and the precedent setting nature of the process. The sculpture "Fire Pod" will not be able to be used for a fire performance again as the cost to rebuild to the fire marshal's requests are too expensive. But the good news is that "The Passage" may be able to be lit with a new fuel delivery system. Dane and Kathy will be looking at reengineering The Passage for future events.

A standing permit has been placed with the fire dept to allow a local group of fire performers to practice at B/ IAS. Other events in the planning stages for the B/ IAS space include: two student movie nights in July and a Day of the Dead event on Nov. 1st called "Night of a Thousand Pumpkins". The Day of the Dead event would be in partnership with the Highline Historical Society and Paros Los Ninos. Waste Management is also on board to provide bins to compost the pumpkins. Rochelle is talking to the Burien performing arts groups to see if they could use a stage on the site over the summer. At this time a local string quartet has asked to use the space for practices and the Burien Little Theatre has asked to do readings on site. Lantern festival "Arts-A- Glow" (Sept 12th) will also use the B/ IAS site. Other opportunities in the planning stage for the site: roller derby, pine wood derby car races, and more sculptures being installed.

Portland artist James Harrison installed the first part of his sculpture "Sun Pavilion" at the new Town Square Park on March 6th, Gina will contact James to find out the timeline for the finished piece.

**Performing and Literary Arts**--Deputy Mayor Rose Clark spoke about an exercise she did at a workshop at Tyee High School where poetry was created out of phrases collected from workshop attendees. She is curious if this model can be used in Burien. Rose will forward final result of Tyee poem to Commission.

**Special Projects**

**Burien Aesthetic Master Plan**—Donna & Maureen were invite by BEDP Chairperson Michael Goldsmith to attend an upcoming BEDP meeting and talk about the banner idea and aesthetic master plan. One suggestion to take to the meeting was to work with local businesses to find financial support for the banner project. Rose asked that banner project also include the South west Chamber of Commerce and Discover Burien. Maureen also meet with Mayor Joan McGilton to address keeping the momentum going with the master plan project after she leaves for Italy. Maureen mentioned that she has spoken to Mike Martin about cleaning up the logo and that the city may include the logo project with the visioning process in 2010. Rose spoke to the visioning project starting after the annexation vote to include the new part of Burien. The wellness cluster is also working on logo and may work with students at Highline Community College to create a design. Rose also asked if the Arts Commission could work with BEDP to encourage businesses to develop creative signage.

**SOCO Culture**--SOCO Culture will be offering an opportunity for South King County Arts Commissioner to gather and exchange ideas. Federal Way has asked all arts commissioner to come together on **May 13th at 6:30** to have a large discussion and create relationships. A survey will go out to all art commissioners to help create a focus for the evening's event.

**STAFF REPORT**

**ARTalk**—Debbie reported on the ARTalk that happened on March 19th. Burien arts and cultural organizations were invited to share their marketing experiences and talk about a collaborative marketing opportunity. Eight collaborative marketing options were gathered from the meeting and the organizations will be voting on which of the choices they would like to see happen in the next year. One interesting point brought up by the Hi-Liners was that the Burien sign regulations have become a challenge. The Hi-liners lost 25% of their audience due to sign code enforcement and they have recently relocated some of their performances to the Renton Carco Theater. Rose suggested that, as the sign code is very controversial, that staff talk to Scott Greenberg to learn more about the code, how it related to arts organizations, and how it could be changed. Donna mentioned how wonderful it was for the organizations to share their marketing information.

**Mural Project**— The Moshier Art Center Special Populations class and Lisa Bade's art classes at Highline High School have partnered to create garden themed murals for the bathroom structure at Moshier Park. The art students are painting plywood panels to be attached to the building. The project may be done as early as May 2009.

**Arts Corps**—Artist Monad Elohim has been working during March and April with students at Cedarhurst Elementary School to create clay sculptures and learn about techniques of working with clay. The program is offered to the school through a partnership between the City of Burien and Arts Corps. City staff will be visiting the school on April 6th and Victoria volunteered to go with.

**Empty Storefront Arts Project**—City staff have began working with Discover Burien and Burien Arts to create a program filling local empty storefronts with artwork. They will be meeting on March 25th to discuss the process for the program.

Meeting adjourned.

# BURIEN BUSINESS AND ECONOMIC DEVELOPMENT PARTNERSHIP (BEDP)

## MEETING MINUTES

**Date:** April 24, 2009
**Time:** 7-8:00 a.m.

**Members Present:** Robert Ewing, Geri Fain, Michael Goldsmith, Jim Hughes, Renée Klein Mark Minium, Alice Madsen, Mark Minium, Doug Moreland

**Excused Absentees:** Judy Coovert, Kevin Fitz, Nancy Hinthorne, Carmen Moore, Jane Voget

**Staff:** Mike Martin, City Manager; Dick Loman, Economic Development Manager; Janet Stallman, Department Assistant

**Guests:** Mayor Joan McGilton; Councilmember Gordon Shaw

**Call to Order:** Meeting opened at 7:00 a.m. by Michael Goldsmith, Chair

City staff invited BEDP members to attend the Highline Schools Foundation lunch on May 29th, 11:30 – 1:30 pm to be our guest at a city-sponsored table. Janet will follow up with those who may be interested.

**Meeting Time & Frequency**
Bob Ewing made a motion that the BEDP meet once per month on the 2nd Friday of each month from 7 – 9 AM. The motion was seconded. A discussion ensued, and the motion was unanimously passed by the group.

**Election of Chair and Vice Chair**
Doug Moreland nominated Michael Goldsmith to remain the Chair of the BEDP Committee, and the nomination was seconded. The group unanimously voted Michael as Chair for the year. Doug Moreland nominated Judy Coovert as Vice Chair and the nomination was seconded. Geri Fain did not feel comfortable voting for Judy when she was not present. The group decided they would vote on Judy's nomination, but left the option open that if Judy did not wish to serve, they would re-elect a Vice Chair. A vote was taken and Judy Coovert was elected Vice Chair.

**Dick Dahlgard Memorial Project**
Jim Hughes mentioned that he would be raising funds to pay for a sculpture to memorialize Dick Dahlgard. A drawing of the proposed sculpture was circulated. The artist is Philip Levine, a local resident who was a friend of Dick Dahlgard's.

A discussion was had regarding the fact that the Highline Medical Center Foundation was also considering a fundraiser to have an ER Room named after Dick Dahlgard. It was also mentioned that the Highline Historical Society was planning to have some kind of memorial for Dick as well. It was suggested that possibly all three parties could get together and see whether there was a way to work together so that there would be at least one substantial tribute to Dick, and maybe it would satisfy all parties.

**Main Street Discussion**
Dick brought up the idea of renaming 152nd Street to Main Street at some time in the future. Mike explained that it could be done slowly over time, basically phasing it in. The Street could have both a 152nd Street sign and a Main Street sign at the same time. Eventually, the 152nd Street sign could be removed. There was both support and nonsupport for the idea. Mike thought Discover Burien could weigh in on this, and a decision could be made.

**Visioning for Economic Element of Comprehensive Plan**
Alice Madsen reported that the subcommittee continues to meet, and they continue to receive responses to their request for ideas of visioning for Burien's future. They will continue to meet once per month.

**Next meeting: May 8, 2009, 7 AM, Interim City Hall**

**CITY OF BURIEN**
**AGENDA BILL**

| | | |
|---|---|---|
| **Agenda Subject:** Motion to Adopt Proposed Resolution No. 293, Entering Findings of Fact and Conclusions of Law Regarding Approval of the Criminal Justice Training Center Master Plan (19010 1st Avenue South) | | **Meeting Date:** June 1, 2009 |
| **Department:** Community Development<br>**Contact:** Charles W. "Chip" Davis, Planner<br>**Telephone:** (206) 248-5501 | **Attachments:**<br>1. Proposed Resolution No. 293<br>2. Exhibit A - Hearing Examiner's Findings, Conclusions and Recommendation<br>3. Overall Architectural Master Plan Site Plan | **Fund Source:** N/A<br>**Activity Cost:** N/A<br>**Amount Budgeted:** N/A<br>**Unencumbered Budget Authority:** N/A |
| **Adopted Work Plan Priority:** Yes No X | **Work Plan Item Description:** N/A | |

**PURPOSE/REQUIRED ACTION:**
The purpose of this agenda item is for the Council to review the Hearing Examiner's Findings, Conclusions and Recommendation on the proposed dormitory replacement and additional parking (Phase I) and review of a Master Plan for development of the Washington State Criminal Justice Training Center for Years 2009 - 2021 and consider adopting a resolution granting approval of the Type 3 Land Use Review.

**BACKGROUND (*Include prior Council action & discussion*):**
The Washington State Criminal Justice Training Commission (CJTC) is a 36 acre campus that provides training for law enforcement, corrections and other public safety professionals throughout Washington State. The proposed Master Plan has six phases, which will be implemented between 2009 and 2021. The purpose of the proposed improvements is to increase the training efficiency of the CJTC and streamline operations within the campus. Additional square footage will be created for improved student housing and existing space will be remodeled to more accurately reflect the programmatic needs of the CJTC.

The Hearing Examiner conducted an open record public hearing on April 21, 2009. On May 15, 2009, the Hearing Examiner issued findings, conclusions, and a recommendation to the City Council to approve the preliminary subdivision with conditions (see Exhibit A of proposed Resolution No. 293). The Council's role in all Type 3 decisions is to review and take action on the Hearing Examiner's recommendation.

The City Council's decision on a Type 3 Land Use Review must be based on the record developed by the Hearing Examiner, which includes his recommendation. By passing proposed Resolution No. 293, the City Council will grant approval of the application with recommended conditions. The resolution will also adopt the findings of fact and conclusions as set forth by the Hearing Examiner.

**OPTIONS (*Including fiscal impacts*):**
1. Approve the application (Adopt proposed Resolution No. 293).
2. Approve the application with modifications (Adopt proposed Resolution No. 293 with modifications).
3. Deny the application.
4. Remand the application to the Hearing Examiner for an additional hearing on specific issues.

For options 2 or 3, the Council must also adopt written findings of fact and conclusions that support its decision.

**Administrative Recommendation:** Adopt proposed Resolution No. 293, entering findings of fact and conclusions of law and granting approval of the Criminal Justice Training Center application.

**Committee Recommendation:** N/A

**Advisory Board Recommendation:** N/A

**Suggested Motion:** Move to adopt Resolution No. 293, granting and adopting findings of fact, conclusions and conditions as set forth by the Hearing Examiner.

Submitted by: Charles W. "Chip" Davis, Planner
**Administration** **City Manager**

| | |
|---|---|
| **Today's Date:** May 26, 2009 | **File Code:** \\File01\records\CC\Agenda Bill 2009\060109cd-1 CJTC Master Plan.docx |

# CITY OF BURIEN, WASHINGTON

## RESOLUTION NO. 293

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**A RESOLUTION OF THE CITY OF BURIEN, WASHINGTON, ENTERING FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING APPROVAL OF THE CRIMINAL JUSTICE TRAINING CENTER MASTER PLAN**

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WHEREAS, the City of Burien Hearing Examiner conducted an open record public hearing on April 21, 2009 at which testimony from city staff, the applicant and public was heard regarding the Criminal Justice Training Center Master Plan, Type 3 Land Use Review; and,

WHEREAS, on May 15, 2009 the Hearing Examiner made a recommendation to the City Council; and,

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

Section 1. The City Council, having considered the Criminal Justice Training Center Master Plan application and the Hearing Examiner's recommendation, conditionally approves the Criminal Justice Training Center Master Plan and adopts the Hearing Examiner's findings and conclusions attached as Exhibit "A", as fully incorporated herein as if fully set forth.

PASSED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, WASHINGTON, AT A REGULAR MEETING THEREOF THIS 1ST DAY OF JUNE, 2009.

CITY OF BURIEN, WASHINGTON

_____
Joan McGilton, Mayor

ATTEST/AUTHENTICATED:

_____
Monica Lusk, City Clerk

Approved as to form:

_____
Interim City Attorney

Filed with the City Clerk: May 26, 2009
Passed by the City Council:
Resolution No.: 293



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# CITY OF BURIEN
# HEARING EXAMINER
# FINDINGS, CONCLUSIONS AND RECOMMENDATION

| | |
|---|---|
| **APPLICANT:** | BCRA for Washington State Criminal Justice Training Center |
| **CASE NO.:** | PLA 08-2385 |
| **LOCATION:** | 19010 1st Avenue South (see Exhibit A. Attachment 1) |
| **APPLICATION:** | Request for approval of an updated Master Plan for the Criminal Justice Training Center campus that constitutes six phases to be completed between 2009 and 2021. Initial work is aimed at replacing the existing Hawthorne Hall dormitory to add 60 beds for a total of 211 on-campus beds (see Exhibit A narrative and Attachments 3, 4, 5 and 6). |
| **REVIEW PROCESS:** | Hearing Examiner conducts an open record hearing and makes a recommendation to the City Council, who then makes the final decision. |

## SUMMARY OF RECOMMENDATIONS

Staff Recommendation: Approve with conditions

Hearing Examiner Recommendation: Approve with conditions

## PUBLIC HEARING

After reviewing the official file, which included the Staff Recommendation; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Criminal Justice Training Center application was opened at 2:00 p.m., April 21, 2009, in City Hall, Burien, Washington, and the verbal portion of the hearing closed at 2:45 p.m. Participants at the public hearing and the exhibits offered and entered are listed in this report. A verbatim recording of the hearing is available in the Community Development Department.

The Examiner held the record of the hearing open to allow the City of Normandy Park to respond to Exhibit D, a memorandum from the State Attorney General's Office, and to allow the applicants to respond to Normandy Park. Entered here is Exhibit F a response letter dated May 4, 2009, from Normandy Park submitted by John Adamson. Also entered is Exhibit G the applicants' response letter dated May 7, 2009. Upon review of the materials submitted the Examiner closed the record for the hearing as of May 11, 2009.

**Hearing Comments:**

The following is a summary of the comments offered at the public hearing.

From the City

Chip Davis, Project Planner: Provided an overview of the project components, including a brief discussion of proposed phasing of the facility master plan. He provided a history of the CJTC facility and its permitting, noting the facility had been approved by King County prior to annexation to the City. He noted that staff had determined that the applicants had adequately addressed project issues, particularly transportation and on-site stormwater controls. Mr. Davis entered exhibits B and C into the record. Exhibit A and attachments substantially represent staff's reviews, comments and recommendations.

From the Applicant

Christine Phillips, BCRA
Wesley Anderson, CJTC

Ms. Phillips and Mr. Anderson provided detailed descriptions of the various elements of the overall Master Plan covering re-development through the year 2021. They noted that several facilities (e.g. firing range, mock city) have become too small for the class sizes, that facilities were designed with sustainability in mind, that the project included consolidating administrative services into one location, and the new dormitory would allow for more students to stay on-site during their stay, thus incrementally reducing vehicular trips (see Exhibit C). Ms. Phillips also submitted Exhibit E into the record, suggesting language clarifying landscaping/buffering requirements along the 4th Avenue frontage.

Guy Bowman, Washington State Attorney General's Office: In response to Exhibit B; a request by Normandy Park to require 1st Avenue improvements and abandonment of the mid-site access point; Mr. Bowman submitted Exhibit D and supporting documentation. The gist of arguments within Exhibit D are that since the project is outside of Normandy Park's jurisdiction, and there would be a net decrease in the number of vehicular trips resulting from the proposed dormitory upgrade, then there is no nexus for the requested conditions of approval submitted by Normandy Park.

From the Community

John Adamson, Director, Normandy Park Community Development Department: Mr. Adamson clarified that Exhibit B did not contain requests for transportation impact fees. He requested that he and his staff be granted the opportunity to respond to applicants' Exhibit D. That request was granted and the hearing record was held open for that purpose.

**FINDINGS OF FACT AND CONCLUSION**

1. The Facts presented in the Site Description on pages 4 and 5 in Exhibit A, Staff Recommendation, April 1, 2009, accurately reflects the site circumstances, zoning requirements and land use, and are hereby adopted by reference.

2. The Fact and Conclusion regarding compliance with SEPA review on page 7 in Exhibit A, Staff Recommendation, April 1, 2009, is accurate and hereby adopted by reference.

3. The Facts and Conclusion regarding compliance with Approval Criteria on pages 7 through 9 in Exhibit A, Staff Recommendation, April 1, 2009, are accurate and are hereby adopted by reference.

4. The Facts and Conclusions regarding compliance with Development Regulations with on pages 9 through 17 in Exhibit A, Staff Recommendation, April, 2009, are accurate and are hereby adopted by reference. In particular, they include the following:

| | |
|---|---|
| Zoning Code – General Compliance | pages 9 and 10 |
| Street Improvements and Access | pages 10 through 12 |
| Surface Water Management | pages 12 through 14 |
| Significant Tree Retention | page 14 |
| Landscaping Requirements | pages 14 through 16 |
| Adequate Public Facilities and Services | pages 16 and 17 |
| Under-grounding of Utilities | page 17 |

5. The Facts and Conclusion regarding compliance with the Comprehensive Plan on page 17 in Exhibit A, Staff Recommendation, April 1, 2009, are accurate and are hereby adopted by reference.

6. Via Exhibit B the City of Normandy Park has requested that 1st Avenue frontage improvements and abandonment of the mid-site access point be made conditions of approval. They site safety issues regarding the mid-site access point and their city ordinance requiring frontage improvements when development occurs.

7. Exhibit C is a response to Normandy Park's comments in Exhibit B that the original transportation impact study did not adequately substantiate the applicants' assertions that there would be a net decrease in vehicular traffic as a result of the project, specifically the dormitory upgrade that adds 60 new beds. Table #2 in Exhibit C shows a net reduction of 15 inbound and 15 outbound daily trips, and additional analysis demonstrates no change to levels of service for surrounding intersections. The assumptions for these conclusions presented at the hearing; i.e. that the nature of the training program(s) result in students spending the majority of their time on-site; appear sound and are accepted here as a reasonable characterization of future conditions.

8. Exhibit D contains the applicants' response to the portions of Exhibit B requesting 1st Avenue frontage improvements. Part of the arguments presented characterize Normandy Park's requests as imposition of "impact fees". At the hearing, and in Exhibit F, it was noted by Mr. Adamson that they had not made any mention of requiring impact fees. That is correct: Normandy Park was requesting frontage improvements based on requirements of their municipal code tied to "development".

   The remainder of the applicants' responses in Exhibit D note that the project, while adjacent to the 1st Avenue right-of-way, does not occur within Normandy Park's jurisdiction. Further, since the upgrade and redevelopment of the site does not add additional vehicular trips, and in fact results in an incremental trip reduction overall,

there is no regulatory nexus established for the requested improvements. The applicants submitted examples of Washington State case law and statutes in support of their position as part of Exhibit D.

The Examiner has reviewed the supporting documentation and finds the citations are relevant to the arguments presented.

9. Exhibits F and G are the responses to each of the party's respective arguments. Neither adds any new information or substantially expands on existing arguments. It is noted that within Exhibit F, Normandy Park appears to have stepped back from their implied claim of jurisdiction and requirement for 1st Avenue improvements. It does, however, request "cooperation" between Burien, Normandy Park and the Washington State Department of Transportation in addressing what may be potential safety issues in regards to the mid-site access point.

CONCLUSION: Relative to Normandy Park's original requests for frontage improvements and removal of the mid-site access, there has not been a demonstration of development nexus, documentation of actual safety problems, or jurisdictional authority.

**RECOMMENDATION**

Based upon the foregoing findings and conclusions, it is recommended that the request for an updated Master Plan for the Criminal Justice Training Center campus be approved, subject to the following conditions:

1. This application is subject to the applicable requirements contained in the Burien Municipal Code (including but not limited to the Zoning Code, Building Code and Fire Code), the 2005 King County Surface Water Design Manual and the 2008 Burien Road Design and Construction Standards.

2. Proposed construction plans for Phase I and Phase III of the Master Plan shall ensure that the existing 10' wide Type III landscape buffer in the setback along the frontage of 4th Avenue is supplemented with additional landscaping as needed and/or required by City staff to include a dense mix of deciduous and evergreen trees, shrubs and native groundcovers necessary to provide an adequate screen between campus activities and adjacent residences.

3. Prior to final inspection and issuance of an occupancy permit, the applicant shall provide the Community Development Department with a landscaping irrigation and maintenance plan, ensuring landscaping survival for a period of two years.

4. Prior to issuance of a clearing and grading permit, the applicant shall protect all significant trees identified in the tree retention plan at the drip line by a temporary

five-foot high chain link or plastic net fence. Tree protection measures as outlined in BMC Section 19.25 shall be followed prior to and during all construction.

5. Full frontage improvements including right-of-way dedication and illumination shall be constructed or bonded for along the frontage of the project on 4th Avenue South prior to completion and occupancy of those buildings proposed for Phase III (Mock City) as identified by the Development Review Engineer.

6. Prior to any work occurring within the 4th Avenue South and South 192nd Street rights-of-way, the applicant shall apply for a Right-of-Way Use Permit for all work to be performed in the public right-of-way, as required by BMC 12.17 and BMC 12.18.

7. Prior to issuance of development permits, a Full Drainage Review shall be conducted for the proposed development.

8. Site drainage design and disposal, including storm water quantity control and water quality treatment facilities shall conform to applicable sections of the 2005 King County Surface Water Design Manual (KCSWDM), as specified in BMC 13.10.020 and 13.10.025.

9. The existing emergency only access driveway to 4th Avenue South shall be maintained for emergency service access to the campus and the Fire Marshall must sign off on any development plans prior to construction.

10. The applicant shall underground all existing and proposed utility lines on-site as required by BMC 12.40.

Entered this 15th day of May, 2009.

Donald B. Largen, AICP
Hearing Examiner

## CITY COUNCIL REVIEW AND DECISION

The City Council will take final action on this application in accordance with the provisions of BMC 19.65.075.

## JUDICIAL REVIEW

The following is a summary of the deadlines and procedures for judicial review.

BMC 19.65.060 allows the city's final decision to be appealed by filing a land use petition in King County Superior Court. Such petition must be filed within 21 days after issuance of the decision, as provided in RCW 36.70C. Requirements for fully exhausting City administrative appeal opportunities must first be fulfilled.

## EXHIBITS

The following exhibits were offered and entered into the record:

A. Staff Recommendation to the Hearing Examiner with attachments dated April 1, 2009.
B. Letter from John Adamson, Normandy Park, dated March 30, 2009; requesting 1st Avenue frontage improvements be made part of conditions of approval.
C. Memorandum from Transpo Group, dated April 21, 2009; documenting trip reductions resulting from dormitory replacement/expansion.
D. Memorandum from Guy Bowman, State Attorney General's Office, dated April 20, 2009; in response to Normandy Park's request for 1st Avenue frontage improvements, including attachments of case law and relevant State and local statutes referred to in the memorandum.
E. Letter from Christine Phillips, BCRA, dated April 21, 2009; requesting clarification of proposed approval condition #2 on page 3 of the Staff Recommendation to the Hearing Examiner.
F. Letter from John Adamson, Normandy Park, dated May 4, 2009; in response to Exhibit D, memorandum from Guy Bowman.
G. Letter from Christine Phillips, BCRA, dated May 7, 2009; in response to Exhibit F, letter from John Adamson.

**PARTIES OF RECORD**

Wesley Anderson
19010 1st Avenue South
Burien, WA 98148

Christine Phillips/Heather Hocklander
BCRA
2106 Pacific Avenue, Ste. 300
Tacoma, WA 98402

Dan McKinney, Jr.
11730 118th Avenue NE
Kirkland, WA 98034

Phil Timpke
3416 N 24th Street
Tacoma, WA 98406

Community Development Department

Guy M. Bowman
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John R. Adamson
City of Normandy Park
801 SW 174th
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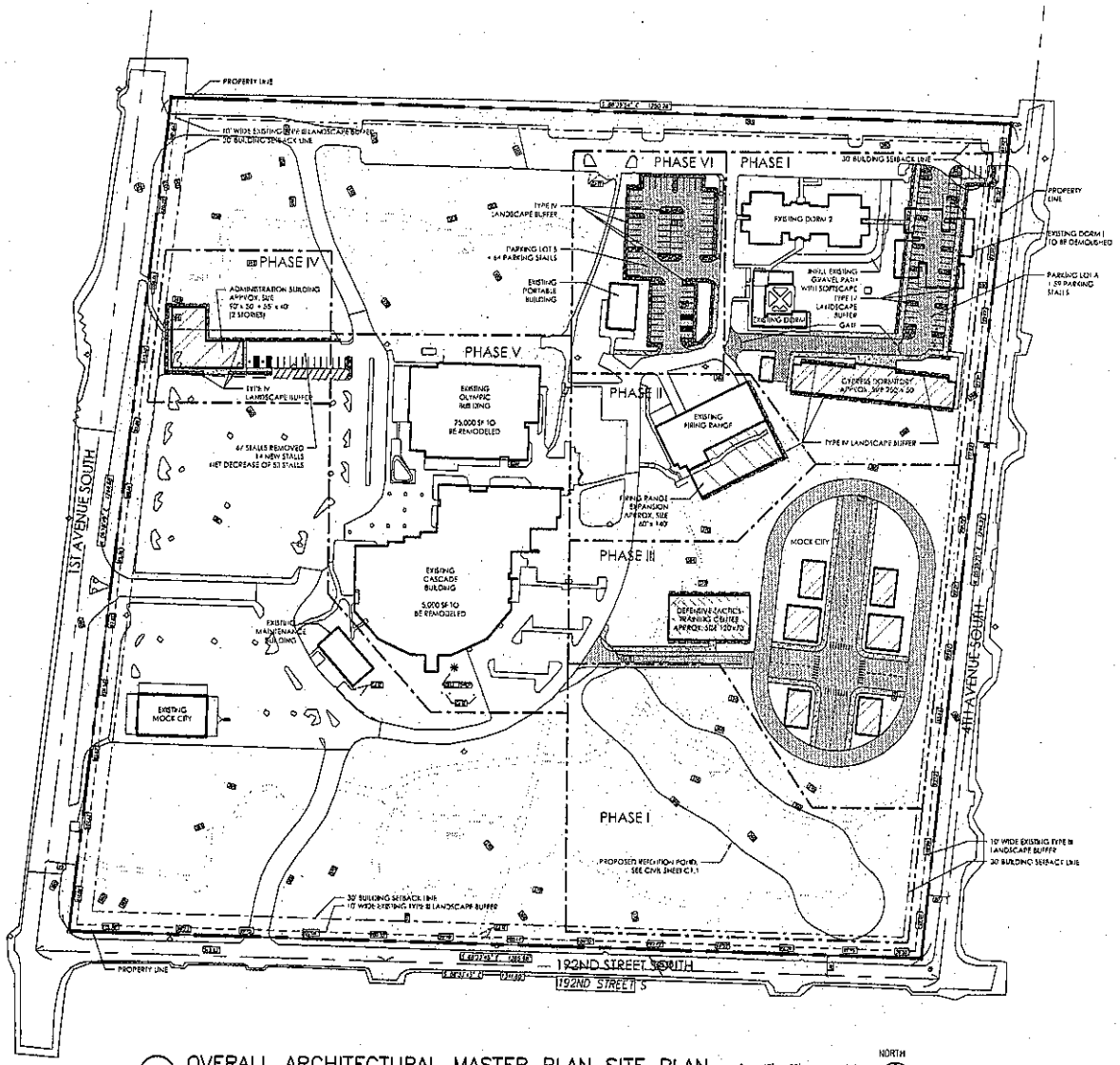
Julie Stangle
169 S 187th Street
Burien, WA 98148




1 OVERALL ARCHITECTURAL MASTER PLAN SITE PLAN
SCALE: 1" = 80'-0"

0 40' 80' 160'
SCALE: 1" = 80'-0"

## GENERAL NOTES

1. PROPOSED BUILDINGS WILL NOT EXCEED THE MAXIMUM ALLOWABLE ZONING HEIGHT OF 35'-0" (PER 19.15.003)
2. LANDSCAPING PLAN WILL BE PROVIDED WITH SITE DEVELOPMENT DRAWINGS AT APPLICABLE PHASE.
3. REFER TO CIVIL SHEET C1.1 FOR STORMWATER DESIGN

## LEGEND

- PROPOSED BUILDING
- BUILDING TO BE DEMOLISHED
- PROPOSED IMPERVIOUS
- PROPOSED PERVIOUS ACCESS DRIVE
- PROPOSED LANDSCAPE BUFFER
- PROPOSED IMPERVIOUS
- EXISTING FIRE HYDRANT

## PHASE I - DORMITORY REPLACEMENT & ADDITIONAL DORMITORY PARKING (LOT A)

| | |
|---|---|
| NEW 2-STORY 26,000 SF DORMITORY | |
| PROPOSED BUILDING HEIGHT: | + 35' |
| STRUCTURES TO BE DEMOLISHED: | DORMITORY #1 - HAWTHORNE HALL |
| EXISTING HAWTHORN HALL BED COUNT: | 64 BEDS |
| PROPOSED CYPRESS HALL BED COUNT: | 120 BEDS (61 UNITS) |
| PROPOSED TOTAL DORM BED COUNT: | 207 BEDS |
| SF OF MPC MANDCAL ENCLOSURE: | 801 SF |
| SF OF IMPERVIOUS SURFACE: | 25,000 SF |

## PHASE II - FIRING RANGE EXPANSION

| | |
|---|---|
| SF OF EXPANSION: | 10,000 SF |

## PHASE III - MOCK CITY AND DEFENSIVE TACTICS TRAINING CENTER (D.T.T.C.)

| | |
|---|---|
| SF OF MOCK CITY BLDGS: | 13,000 SF (APPROX. 6 BUILDINGS) |
| SF OF MOCK CITY IMPERVIOUS: | 45,000 SF |
| SF OF D.T.T.C. BLDG: | 10,000 SF |

## PHASE IV - ADMINISTRATION BUILDING & IT RELOCATION

| | |
|---|---|
| SF OF PROPOSED BLDG: | 13,400 SF (2 STORY) |

## PHASE V - CLASSROOM REMODEL W/ CASCADE AND OLYMPIC BUILDINGS

| | |
|---|---|
| SF OF CASCADE BLDG REMODEL: | 5,000 SF |
| SF OF OLYMPIC BLDG REMODEL: | 25,000 SF |

## PHASE VI - ADDITIONAL PARKING (LOT B)

| | |
|---|---|
| SF OF IMPERVIOUS: | 25,000 SF |

## SITE PLAN CALCULATIONS

| | |
|---|---|
| SITE PLAN SF: | 1,560,750 SF |
| EXISTING BUILDING COVERAGE: | 122,261 SF = 7.9% |
| BUILDING COVERAGE PROPOSED: | 175,000 SF = 11.2% (30% ALLOWED) |
| EXISTING PERVIOUS COVERAGE: | 1,070,179 SF = 68.6% |
| PROPOSED PERVIOUS COVERAGE: | 913,543 SF = 58.5% |
| EXISTING IMPERVIOUS COVERAGE: | 490,571 SF = 31.4% |
| PROPOSED IMPERVIOUS COVERAGE: | 647,206 SF = 41.5% (70% ALLOWED) |

## LANDSCAPING REQUIREMENTS - CATEGORY C - 19.25.070

| | |
|---|---|
| TYPE III - 10' WIDE SEE-THROUGH SCREEN: | ALONG PROPERTY LINES ABUTTING A PUBLIC RIGHT OF WAY |
| TYPE IV - 5' WIDE SHADE & VISUAL RELIEF: | PERIMETER OF PARKING AREA<br>ALONG BUILDING FACADES LONGER THAN 50'<br>INTERIOR LANDSCAPING AT PARKING LOTS |

## TREE SAMPLING

AREA 1 (100' x 100' SAMPLE IN NORTHWEST CORNER OF SITE):
23 ALDER >6"
35 MADRONA
10 FIR
3 COTTONWOOD

AREA 2 (100' x 100' SAMPLE IN APPROXIMATE LOCATION OF PARKING LOT B):
7 FIR >6"
33 MADRONA
1 MAPLE

EXTRAPOLATED TREE ANALYSIS: APPROXIMATELY 4,783 TREES OVER 1,560,750 SF
PROPOSED REMOVAL OF AN ESTIMATED 775 TREES

| DATE | REVISIONS |
|---|---|
| 12.12.08 | |
| 2011.01 | |
| 2011.04 | |

DATE 12.12.08
SCALE NTS
DRAWN BY
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0819441.01 MASTER PLAN SITE.DWG
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PROJECT
CRIMINAL JUSTICE TRAINING COMMISSION
MASTER PLAN
3060 NORTH 192ND STREET
BURIEN, WASHINGTON

TITLE
OVERALL ARCHITECTURAL MASTER PLAN SITE PLAN

SHEET
A1.01
MASTER PLAN

Date Plotted: Dec 20, 2008 - 2:15pm Filename: 0819441.01 Master Plan Site.dwg By: KSTANTON

**CITY OF BURIEN**
**AGENDA BILL**

| | | |
|---|---|---|
| **Agenda Subject:** Motion to Name 2009 Voting Delegates to the Association of Washington Cities (AWC) Annual Business Meeting | | **Meeting Date:** June 1, 2009 |
| **Department:** City Manager | **Attachments:** AWC Notification Form | **Fund Source:** N/A<br>**Activity Cost:** N/A<br>**Amount Budgeted:** N/A<br>**Unencumbered Budget Authority:** N/A |
| **Contact:** Lisa Clausen, Government Relations Specialist | | |
| **Telephone:** (206) 248-5515 | | |
| **Adopted Work Plan Priority:** Yes No X | **Work Plan Item Description:** N/A | |

**PURPOSE/REQUIRED ACTION:**

The purpose of this agenda item is to name the City's voting delegates for the annual business meeting of the Association of Washington Cities (AWC) during the annual conference on June 26, 2009. To date, Councilmembers Kathy Keene and Sally Nelson have registered for the AWC conference.

**BACKGROUND (*Include prior Council action & discussion*):**

Each year the City Council must formally designate up to three persons to serve as the City's voting delegates at the AWC annual business meeting, held during the annual AWC conference.

According to the AWC Bylaws, "Each member, prior to the annual membership meeting, shall designate three delegates who shall be duly elected or appointed officials or employees of such member to represent the member in the affairs of the corporation, and shall file with the corporation's Executive Director certificates of such designation prior to the annual member meeting. Members' delegates may be changed at any time, provided the Executive Director receives notice of such change."

In addition, "Each member shall be entitled to one vote upon each issue submitted to membership vote at the annual membership meeting and one vote for each officer or director to be elected."

AWC has requested to receive notification of each city's voting delegates no later than Monday, June 15, 2009.

**OPTIONS (*Including fiscal impacts*):**

1. Name three voting delegates.
2. Name fewer than three voting delegates.
3. Do not name any voting delegates.

**Administrative Recommendation:** Name up to three voting delegates from the City's elected and appointed officials attending the conference.

**Committee Recommendation:** N/A

**Advisory Board Recommendation:** N/A

**Suggested Motion:** Motion to name Councilmembers Kathy Keene and Sally Nelson as voting delegates to the AWC Annual Business Meeting on June 26, 2009.

| | |
|---|---|
| Submitted by: Lisa Clausen<br>**Administration** | Mike Martin<br>**City Manager** |
| **Today's Date:** May 26, 2009 | **File Code:** R:/CC/Agenda Bill 2009/060109cm-1 awcvotingdelegates |

The following are the official
**2009 VOTING DELEGATES** for:

City/Town of _____

| | **Name** | **Title** |
|---|---|---|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |

Mayor's Signature: _____

Please return by Monday, June 15, 2009
Fax to April Petersen at (360) 753-0149

**CITY OF BURIEN**
**AGENDA BILL**

| | | |
|---|---|---|
| **Agenda Subject:** Ratification of Condominium Declaration | | **Meeting Date:** June 1, 2009 |
| **Department:** City Manager<br>**Contact:** Mike Martin, City Manager<br>**Telephone:** (206) 248-5508 | **Attachments:**<br>1. Declaration and Covenants, Conditions, and Restrictions for Burien City Hall and King County Library, a Condominium. | **Fund Source:** General Fund/Public Works<br>**Activity Cost:** $ 5,000<br>**Amount Budgeted:** -0-<br>**Unencumbered Budget Authority:** N/A |
| **Adopted Initiative:**<br>Yes No X | **Initiative Description:** | |

**PURPOSE/REQUIRED ACTION:**
The purpose of this action is to ratify execution of the Declaration and Covenants, Conditions, and Restrictions for Burien City Hall and King County Library.

**BACKGROUND (*Include prior Council action & discussion*):**
On March 7, 2005, the City Council and the King County Library System (referred to as "KCLS") approved an Interlocal Agreement to design and build a combined Library and City Hall in Burien Town Square (the "Library/City Hall"). The Interlocal agreement provided for the creation of condominium interests by the City and Library in the Library/City Hall through a declaration of covenants, conditions and restrictions (the "Declaration"). The Declaration creates the boundaries of the condominium units and sets forth the rights, duties and responsibilities of the City and KCLS relative to their separate condominium units and the commonly owned areas, facilities and systems. The Declaration creates a Condominium Association with oversight by a Board of Directors. Voting interests are allocated based upon the size of each unit resulting in an allocation of 2/3rds to the Library and 1/3 to the City. However, for so long as the City and KCLS are tenants, all decisions of the Board of Directors (3 members total) shall be unanimous with deadlocked votes to be resolved through mediation. A common expense fund is created for the management and maintenance of the common areas, facilities, and systems to be funded by assessments. Also required is an initial total working capital contribution of $15,000 ($5000 from the City). The Declaration includes a provision allowing the parties to revise the cost allocation in the event that applicable facts, data and circumstances warrant such a modification, and also includes a right of first negotiation in the event either the City or KCLS decide to sell or lease their Condominium unit.

Negotiations of material terms and conditions of the Declaration were not complete until the middle of May. Because it was necessary to have the agreement in place prior to occupancy by the City, the Declaration was not brought before the City Council for its consideration prior to the effective date of the Declaration. The City Council is now being asked to ratify the declaration.

**OPTIONS (*Including fiscal impacts*):**
1. Ratify execution of the Condominium Declaration
2. Refer the Condominium Declaration to City staff for further revisions and discussion and place on future Council Agenda.
3. Do not ratify the Condominium Agreement

**Administrative Recommendation:** Ratify the Condominium Declaration

**Committee Recommendation:** N/A

**Advisory Board Recommendation:** N/A

**Suggested Motion:** Ratify execution of the Condominium Declaration

Submitted by: Mike Martin, City Manager
**Administration** **City Manager** MM

**Today's Date:** May 27, 2009 **File Code:** r://cc/agendabill2009/060109CM-2 Condo Decl

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

K&L Gates LLP
925 4th Ave., Suite 2900
Seattle, WA 98104
Attn: Diane R. Stokke
K:\2047168\00007\20136_BLL\20136A2155

# DECLARATION AND COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BURIEN CITY HALL AND KING COUNTY LIBRARY, A CONDOMINIUM

| | |
|---|---|
| **Grantor(s):** | CITY OF BURIEN; and<br>KING COUNTY RURAL LIBRARY DISTRICT |
| **Grantee(s):** | PUBLIC |
| **Legal Description (Abbreviated):** | Lot D, City of Burien Lot Line Adjustment Recorded under Recording No. 20051213900014 |
| **Tax Account Numbers:** | 192304-9320-02 |

## Table of Contents

**DECLARATION**
**AND**
**COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS**
**FOR**
**BURIEN CITY HALL AND KING COUNTY LIBRARY, A CONDOMINIUM**

CITY OF BURIEN ("City") and KING COUNTY RURAL LIBRARY DISTRICT d/b/a/ KING COUNTY LIBRARY SYSTEM ("Library"), hereinafter collectively referred to as the "Declarant," as tenants in common of the property described herein, make this Declaration pursuant to the provisions of the Washington Condominium Act, Chapter 64.34 of the Revised Code of Washington.

## SECTION I.
## INTERPRETATION

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Condominium under the provisions of relevant Washington statutes. The provisions of the Act referenced herein under which this Declaration is operative, shall be liberally construed to accomplish the intent of this Declaration.

1.2 Terms Consistent With Act. The terminology used herein is intended to have the meaning set forth in the Act unless the context clearly requires otherwise.

1.3 Covenants Running With Land. This Declaration (unless and until terminated as provided herein, or as provided in the Act) shall be operative as a set of covenants running with the Property, or equitable servitudes, supplementing and interpreting the Act, and operating independently of the Act, should the Act be, in any respect, inapplicable.

1.4 Singular/Plural, Etc. The singular may include the plural, and the masculine may include the feminine, or vice versa, where the context so requires. When the word "include" is followed by listed items it is meant to be a nonexclusive list.

1.5 Declarant Is Original Owner. The Declarant is the original Owner of all Units and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are executed and delivered by Declarant.

1.6 Captions and Exhibits. Captions given to the various Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

1.7 Inconsistency with Bylaws. To the extent this Declaration is inconsistent with the Bylaws, the provisions of this Declaration control unless such provisions are contrary to the Act.

1.8 Definitions. The following definitions shall apply in this Declaration, unless the context requires otherwise:

1.8.1 "The Act" means the Washington Condominium Act (Revised Code of Washington, Chapter 64.34), as amended from time to time.

1.8.2 "Allocated Interests" means the allocation among the Units of the undivided interest in the Common Elements and of the Common Expenses in accordance with the formula stated in

Section 5.1 and shown on Exhibit B. The Allocated Interests are stated herein to comply with the requirements of RCW 64.34.224(1).

1.8.3 "Assessments" means all sums chargeable by the Association against a Unit, including, without limitation: (a) general and special Assessments for Common Expenses and Special Allocations; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

1.8.4 "Association" or the "Condominium Association" means the King County Library System and City of Burien Condominium Association, a Washington non-profit corporation.

1.8.5 "Board of Directors" or "Board" means the individuals elected by the Owners as provided in Section 7.2 to manage and administer the Property in accordance with the Bylaws of the Association, this Declaration and the Act.

1.8.6 "Bylaws" means the Bylaws of the Association as initially promulgated by the Declarant and as amended from time to time, which together with this Declaration provide for the organization and administration of the Association.

1.8.7 "City Unit" means the Unit with that designation described on Exhibit B and shown on the Survey Map and Plans. Where the context indicates, references to the City Unit include such Unit's Allocated Interests in the Common Elements.

1.8.8 "Common Elements" or "CEs" mean all portions of the Condominium other than the Units. The Common Elements are shown on the Survey Map and Plans and specifically include that portion of the Property which is not within the boundaries of any Unit and all Common Element Improvements. The Common Elements include the Limited Common Elements and references herein to the Common Elements are meant to include the Limited Common Elements unless the context indicates otherwise.

1.8.9 "Common Element Improvements" mean all improvements constructed within the Common Elements by or on behalf of the Declarant or Association either at the time of recording of this Declaration or thereafter. Common Element Improvements include the Shell and Structure and Common Systems and Facilities. Common Element Improvements do not include Unit Improvements.

1.8.10 "Common Expenses" mean expenditures made by or financial liabilities of the Association which are related to the management, maintenance, repair, replacement or enhancement of the Common Elements and Common Element Improvements. Common Expenses include any reserves maintained by the Association, subject to the limitations set forth in Section 9.10. Common Expenses are allocated among the Owners in accordance with their respective Allocated Interests, which is sometimes referred to as their Common Expense Liability. Common Expenses do not include expenses attributable to individual Units or Unit Improvements.

1.8.11 "Common Systems and Facilities" means those utilities, services, facilities and equipment and areas reserved for the same which serve the Common Elements or more than one Unit. They may include the following to the extent they serve more than one Unit notwithstanding that a portion of the following may be located within the boundaries of a Unit: Utilities such as water, sewer, gas, electricity and surface water management and related facilities, conduits, chases, ducts, buses, wires, meters, fire control systems including fire command centers, alarms, monitoring equipment, sprinklers; heating, cooling and ventilation systems and areas reserved for the same including boilers and chillers, generators and other mechanical systems, machine rooms, trash chutes, trash compactors, communication systems, integrated

security systems, emergency exits and stairs, building canopies, the Parking Garage and related entrances and exits thereto, the multipurpose room on level one, public restrooms on level one, elevators and elevator pits, building and elevator lobbies, card readers and related equipment (if applicable).

1.8.12 "Condominium" means Burien City Hall and King County Library, A Condominium, situated in King County, Washington and created hereby.

1.8.13 "Declarant" means the parties creating the Condominium.

1.8.14 "Conveyance" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security purposes.

1.8.15 "Declaration" means this instrument, as amended from time to time.

1.8.16 "Eligible Mortgagee" means the holder of a Mortgage on a Unit who has filed with the Secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of the Mortgagees.

1.8.17 "First Mortgage" means a mortgage or deed of trust which constitutes a lien against a Unit with priority over all other mortgage or deed of trust liens against that Unit.

1.8.18 "First Mortgagee" means the beneficial owner of a First Mortgage or its designee.

1.8.19 "Foreclosure" shall include a judicial or non-judicial foreclosure, a real estate contract forfeiture, and a deed given in lieu of such foreclosure or sale.

1.8.20 "Land" means the real property legally described in Exhibit A.

1.8.21 "Lease" means any lease, sublease or other occupancy agreement for all or any portion of a Unit.

1.8.22 "Library Unit" means the Unit with that designation described on Exhibit B and shown on the Survey Map and Plans. Where the context indicates, references to the Library Unit include such Unit's Allocated Interests in the Common Elements.

1.8.23 "Limited Common Elements" or "LCEs" means a portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units.

1.8.24 "Manager" means the Person retained by Declarant or the Board to perform such management and administrative functions as are delegated by the Board.

1.8.25 "Mortgage" shall mean a mortgage, deed of trust, or real estate contract secured by a Unit, the Common Elements or the Property, but so long as Declarant or a municipal corporation or other public entity is an owner of a Unit, does not include any transfer by the Declarant, a municipal corporation or other public entity to a trustee for security purposes (other than a deed of trust under RCW 61.24) or sale and leaseback or lease purchase transaction by Declarant, such municipal corporation or other public entity.

1.8.26 "Mortgagee" shall mean the beneficial owner of a Mortgage or its designee, including the bond trustee under any bond indenture or trust agreement.

1.8.27 "Operating Agreement" means that certain Operating Agreement by and among the Association, the City and the Library, as amended from time to time.

1.8.28 "Owner" means any Person who owns a Unit but if ownership is held by a nominee, a trustee for security purposes, a sale-leaseback lessor, a real estate contract vendor or other Person whose interest does not entitle such Person to possession or use of the Unit, such Person shall not be the Owner and the Person who is entitled to possession or use of the Unit shall be considered to be the Owner. The term "Owner" does not include a Person holding an interest in a Unit solely as security for an obligation.

1.8.29 "Parking Garage" means that portion of the Condominium which is used for parking and related purposes. The Parking Garage is a Common Element Improvement and is shown on the Survey Map and Plans.

1.8.30 "Person" includes an individual, corporation, partnership, limited partnership, limited liability company, trust, governmental subdivision or agency, municipal corporation, or other legal entity.

1.8.31 "Project Standards." Except as provided below, "Project Standards" means "Library Project Standards" and "City Project Standards." "Library Project Standards" means those standards for use, occupancy, operation, maintenance, cleaning, repair, replacement and upgrades consistent with the same standards utilized by the Library in the use, occupancy, operation, maintenance, cleaning, repair, replacement and upgrades of the other branch libraries (including community meeting rooms and parking garages) which it operates. "City Project Standards" means those standards for use, occupancy, operation, maintenance, cleaning, repair, replacement and upgrades consistent with the same standards commonly utilized by cities in the use, occupancy, operation, maintenance, cleaning, repair, replacement and upgrades of "Class A" city hall or city offices and associated properties (including community meeting rooms and parking garages). If the Library Unit is no longer used as a public library but the City Unit is still used as a city hall or city office building, then Project Standards shall mean only City Project Standards. If the City Unit is no longer used as a city hall or city office building but the Library Unit is still used as a library, then Project Standards shall mean only the Library Project Standards. In the event the Library Unit is no longer used as a library and the City Unit is no longer used for city offices or city hall, then Project Standards shall mean those standards for use, occupancy, operation, maintenance, repair, replacement and upgrades consistent with "Class A" with respect to office components and "First Class" with regard to the remainder of the Condominium. The Project Standards for the Parking Garage if the Library Unit is no longer used as a public library shall be those which are customary in parking garages for comparable mixed-use projects located in the greater Seattle Metropolitan Area.

1.8.32 "Property" means the fee simple interest in, over, or under the Land, including structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance.

1.8.33 "Shell" means those improvements located above or below grade which physically separate the exterior environment from the interior space and which protect the interior space from weather and other exterior conditions including water penetration. Interior space includes both heated and unheated space. The Shell includes the curtain wall or window wall, and other weatherproofing systems, fireproofing materials, roofs, roof membranes, and membranes beneath decks or terraces and pavers for the same which protect the interior space below from water penetration.

1.8.34 "Special Allocations" mean expenditures made by or financial liabilities of the Association which are allocated among the Owners pursuant to Section 9.7 below on a basis other than an Owner's Allocated Interest.

1.8.35 "Structure" means those improvements which provide structural support for the Shell, Units, Unit Improvements and other spaces in the Condominium. The Structure includes foundations, footings, ceiling and floor slabs, bearing columns, shear or bearing walls, braces, tie downs, structural steel, rebar, and other structural elements.

1.8.36 "Survey Map and Plans" means the survey map and plans filed simultaneously with the recording of this Declaration and any amendments, corrections, and addenda thereto subsequently filed.

1.8.37 "Unit" and "Condominium Unit" mean a portion of the Condominium designated for separate ownership, the boundaries of which are described in Section 2.3 below.

1.8.38 "Unit Improvements" mean those improvements constructed within the boundaries of a Unit or are otherwise designated in this Declaration as Unit Improvements. Unit Improvements include, to the extent located within the boundaries of a Unit, all non-structural improvements such as tenant improvements, fixtures (such as cabinets) and appliances and equipment which serve only one Unit except to the extent the same are part of the Common Systems and Facilities, permanently-installed wall and floor coverings, interior walls, partitions, any other betterments and improvements, and replacements or upgrades of the same. Unit Improvements do not include Common Elements Improvements.

## SECTION II.
## DESCRIPTION OF LAND, BUILDINGS AND UNITS

2.1 Land Described. The Declarant is the sole Owner of the Property legally described in Exhibit A hereto which is being developed as a Condominium.

2.2 Description of Buildings. There are two buildings in the Condominium, one of which is the Parking Garage which is a Common Element. The other building contains the City Unit and the Library Unit and certain Common Elements and Limited Common Elements as described on Exhibit C attached hereto and shown on the Survey Map and Plans. The Declarant hereby certifies pursuant to RCW 64.34.200(2) that all of the Common Element Improvements of the building containing or comprising any Units that are to form a part of the Condominium have been substantially completed.

2.3 Description of Units.

2.3.1 Description of Units. The number of Units in the Condominium and designation of each Unit are set forth in Exhibit B hereto and on the Survey Map and Plans. Each Owner has the right to construct Unit Improvements within the boundaries of its Unit. These rights are subject to the restrictions stated herein. Declarant reserves the right to file amendments to this Declaration and to the Survey Map and Plans after substantial completion of construction of the Common Element Improvements to show the as-built location of those improvements and to adjust the Unit boundaries to conform to the Common Element Improvements as built. The boundaries of the Units are shown on the Survey Map and Plans and are described below.

2.3.2 Boundaries of Units. The vertical boundary between the Units and the Shell and Structure is the inside surface of the curtain wall, stone, brick, concrete or other material comprising the exterior skin and a vertical plane at the inside surface of exterior doors and exterior windows: between the Units and any structural element is the face of such element; and between the Units and any other Common Elements is the surface of the studs facing such Common Elements. Otherwise the vertical boundary between the Units and Common Elements is the inside face of the studs within the exterior walls of the Units. The horizontal boundaries of the Units are from the top of the unfinished surface of the concrete slab constituting the floor of each Unit to the lower surface of the concrete slab constituting the ceiling of such

Unit or the underside of the structural system constituting the roof on level three, including within the Unit all carpets, carpet pads, wood or title flooring or subflooring on the floors and all lath, furring, wallboard, plasterboard, plaster, paint, and any other materials constituting any part of any suspended ceiling (or false ceiling). All doors (other than exterior doors which constitute part of the Shell) giving access to a Unit (including hinges and locks) are a part of the Unit, as is all window glass (except glass installed in exterior window frames which constitutes part of the Shell). Doorjambs are part of the Common Elements, as are exterior doors which constitute part of the Shell, window frames (whether fixed or movable), window hardware and window glass installed in exterior window frames. Any sign mounted on the exterior wall of the Condominium which identifies only one of the Owners of a Unit shall constitute a Limited Common Element appurtenant to the Unit which it identifies. All other signage shall constitute Common Elements.

## SECTION III.
## COMMON ELEMENTS

The Common Elements consist of all parts of the Condominium other than the Units, and specifically include the Limited Common Elements. The Common Elements are shown on the Survey Map and Plans and specifically include all Common Element Improvements. Each Owner shall have the right to use the Common Elements excluding those Limited Common Elements assigned exclusively to the other Unit, in common with the other Owner, including a right of access from its Unit over the Common Elements to a public street. The right to use the Common Elements extends to occupants of a Unit and their customers and other invitees. The Board may adopt rules and regulations governing the use of the Common Elements subject to the limitations stated herein.

## SECTION IV.
## LIMITED COMMON ELEMENTS

4.1 Description of Limited Common Elements. The Limited Common Elements or "LCEs" assigned to and reserved for the exclusive use of a single Unit or to more than one but less than all Units are described on Exhibit C attached hereto and shown on the Survey Map and Plans.

4.2 Reallocation, Conversion and Incorporation.

4.2.1 Reallocation of Limited Common Element Among Units. A Limited Common Element may only be reallocated between Units with the approval of the Board of Directors and by an amendment to the Declaration executed by the Owners of the Units to which the Limited Common Element was and will be allocated. The Board of Directors shall approve the request of the Owners to such a reallocation within 30 days, unless the proposed reallocation does not comply with the Act or this Declaration. The failure of the Board of Directors to timely act upon such a request shall be deemed approval of the request. The Amendment to the Declaration accomplishing such reallocation shall be recorded in the names of the Owners affected thereby and in the name of the Condominium.

4.2.2 Conversion of Common Element to Limited Common Element and Vice Versa. A Common Element may be converted to a Limited Common Element, or a Limited Common Element may be converted to a Common Element, only with the approval of the Board of Directors and by an amendment to the Declaration executed by the Owner(s) of the Unit(s) to which the Limited Common Element was or will be allocated. The Board of Directors shall approve the request of the Owners to such a conversion within 30 days, unless the proposed conversion does not comply with the Act or this Declaration. The failure of the Board of Directors to timely act upon such a request shall be deemed approval of the request. The Amendment to the Declaration accomplishing such conversion shall be recorded in the names of the Owners affected thereby and in the name of the Condominium.

4.2.3 Incorporation of Common Element or Limited Common Element Into Unit. A Common Element or Limited Common Element may be incorporated into an existing Unit only with the approval of the Board of Directors and by an amendment to the Declaration executed by the Owner(s) of the Unit(s) to which the Common Element or Limited Common Element will be incorporated. The Board of Directors shall approve the request of the Owners to such incorporation within 30 days, unless the proposed incorporation does not comply with the Act or this Declaration. The failure of the Board of Directors to timely act upon such a request shall be deemed approval of the request. The Amendment to the Declaration incorporation such conversion shall be recorded in the names of the Owners affected thereby and in the name of the Condominium.

4.3 Use of Limited Common Elements. Unless otherwise agreed by the Owners, each Owner shall have the exclusive right to use the Limited Common Elements allocated or assigned solely to the Owner's Unit. The Board may adopt rules and regulations governing the use of the Limited Common Elements which are not inconsistent with this Declaration.

## SECTION V.
## ALLOCATED INTERESTS AND VOTES

5.1 Voting Rights and Allocated Interests. Exhibit B sets forth for each Unit: (i) the Unit areas of each Unit; (ii) the Allocated Interests of each Unit; and (iii) the number of votes allocated to each Unit. The gross floor area for each Level is generally measured to the inside face of glazing or masonry for the exterior walls and includes all columns, stairs, elevators, escalators, or other interior construction or equipment included within that Unit's boundaries. The formula for determining the Allocated Interests and allocating voting rights for each Unit has been calculated as follows: 2/3 Allocated Interest to the Library Unit and 1/3 Allocated Interest to the City Unit. The Owners believe that this allocation represents a fair and accurate estimation of their respective level of usage of the Common Elements and consequent liability for Common Expenses. If, on the one year anniversary of the recording of this Declaration the applicable facts, data and circumstances indicate that the Allocated Interests set forth herein are not a fair and accurate estimation of the respective level of usage of the Common Elements by the Owners and consequent liability for Common Expenses, (or, alternatively, if the Owners agree that utilities shall be separately metered) the Allocated Interests may be amended by agreement of the Owners. An Owner shall not be unreasonable in withholding its agreement under the foregoing sentence. During the pendency of any process to arrive at revised Allocated Interests, the then existing Allocated Interests shall apply in all respects. The Allocated Interests for each Unit shall be deemed to be conveyed with the Units, whether or not mentioned in the instrument evidencing the conveyance. The liability of each Owner for Common Expenses (sometimes referred to as "Common Expense Liability") is such Owner's Allocated Interest expressed as a percentage and multiplied by the total Common Expenses.

5.2 Transfer of Units and Common Elements. All rights granted to an Owner under this Declaration, including an unrestricted right of ingress and egress to its Unit, voting rights, Allocated Interests, and assigned LCEs, shall be perpetual and pass with the Unit upon any transfer of ownership. Any transfer of ownership of a Unit shall include a transfer of the Allocated Interests, assigned LCEs and voting rights allocated to that Unit and any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Elements or LCEs will be void unless the Unit to which that interest is allocated is also transferred. A transfer of ownership does not include a pledge for security purposes, grant of security interest, mortgage, deed of trust, or other transfer for security purposes and the holder of the security interest is not an "Owner" as defined herein.

## SECTION VI.
## CONDOMINIUM OWNERS ASSOCIATION

6.1 Form of Association. On or before the date the first Unit is conveyed, Declarant shall form a condominium owners association as a non-profit corporation under the laws of the State of Washington (the

"Association"). The name of the Association shall be the "King County Library System and City of Burien Condominium Association."

6.2 Membership. Each of the Owners shall be a member of the Association and shall be entitled to one membership for each Unit so owned.

6.3 Transfer of Membership. The Association membership of each Owner shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Unit and then only to the transferee of title to such Unit. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner.

6.4 Number of Votes. The total voting power of all Owners shall be one hundred (100) votes. The votes are allocated to each Unit as stated on Exhibit B.

6.5 Voting Owner. If any Unit is owned by more than one Person, those Owners shall designate one representative to represent the ownership group in the Association, by written notice to the Board of Directors. A designated representative need not be an Owner of a Unit. A designation may be revoked at any time by the Owners of the Unit on written notice to the Board of Directors, and the death or judicially declared incompetence of all Persons constituting the Owner of a Unit shall revoke the designation; provided, however, that such revocation shall not be effective until the Board of Directors has been notified. Where no designation is made, or where a designation has been made, but is revoked and no new designation is made, the designated representative of such Unit shall be the group comprised of all Persons constituting the Owner. If a Person owns more than one Unit, such Person shall have the votes for each Unit owned. The Declarant shall be the voting Owner with respect to any Unit owned by it. Natural persons, partnerships, corporations, limited partnerships, limited liability companies, trusts or other legal entities may own or have an ownership interest in Units.

6.6 Pledged Votes. In the event the Owner of a Unit has pledged its votes regarding special matters to a Mortgagee, and written evidence of the pledge has been filed with the Association, only the votes of such Mortgagee will be recognized concerning the special matters for which the votes were pledged. This paragraph shall not be amended without the written consent of all Owners and their respective Mortgagees.

6.7 Joint Owner Disputes. The votes for a Unit must be cast as a single bloc of votes. In the event that joint Owners are unable to agree among themselves as to how their bloc of votes shall be cast, they shall lose their right to vote on the matter in question. In the event that the votes for a particular Unit are not cast as a single bloc of votes, the Unit's votes shall not be counted, and said votes shall be deemed void.

6.8 Annual Meetings. The Association shall hold its annual meeting in the first quarter of each year at such reasonable place and time as may be designated by written notice of the Board of Directors to the Owners no less than ten (10) days prior to the date fixed for the meeting.

6.9 Special Meetings. A special meeting of the Association may be called by any member of the Board or any Owner; provided, that in the absence of extraordinary circumstances threatening substantial damage to property or injury to persons, no more than one (1) special meeting shall be called in any calendar quarter or in the same calendar quarter as the annual meeting. Written notice shall be given to all Owners not less than ten (10) days prior to the date fixed for the special meeting, in accordance with the Bylaws. The written notice must specify the matters to be discussed at the meeting.

6.10 Combined Meetings. Declarant has determined the number of directors on the Board by reference to the allocation of votes among the Owners, and has provided for Owners to elect directors by

class voting. As a result, the voting at Board meetings is expected to mirror the voting at meetings of Owners. The Board may elect to hold combined meetings of Directors and Owners for any matters which require the approval of the Owners. For example, the Board may hold a combined meeting of Directors and Owners for the purpose of adopting and ratifying budgets each year, or approving matters which require an amendment of this Declaration. Owners may participate in a meeting of the Association by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other during the meeting. Participation by such means will constitute presence in person at a meeting.

## SECTION VII.
## THE BOARD OF DIRECTORS

7.1 Adoption of Bylaws. The Declarant shall adopt the initial Bylaws of the Association to provide for the administration of the Condominium consistent with this Declaration and the Act.

7.2 Election of the Board of Directors. The Declarant shall call a special meeting of the Association for the purpose of electing the Board of Directors within sixty (60) days after the recording of this Declaration. The Board of Directors shall be comprised of three (3) directors. The Owners shall appoint directors as provided in Section 7.3.2 below.

7.3 Decisions.

7.3.1 General. All actions of the Board shall require the approval of 2/3 of Board members; provided however, that so long as the City is the Owner of the City Unit and the Library is the Owner of the Library Unit, all actions of the Board shall require the approval of all Board members. Any deadlock on a matter requiring Board action shall be referred to mediation pursuant to the provisions of Section XXII. In the event of a sale, transfer or other complete disposition of the Library Unit to a third party all actions of the Board of Directors shall require the approval of 2/3 of Board of Directors; provided that any new capital improvement which exceeds twenty percent (20%) of the ratified budget for the current fiscal year shall require the approval of all members of the Board of Directors.

7.3.2 Appointment of Directors. The Owner of the City Unit shall appoint one (1) director and the Owner of the Library Unit shall appoint two (2) directors. Each Owner shall have the right to replace any director appointed by it upon resignation, removal or the end of the director's term.

7.3.3 Decisions Requiring the Consent of the Affected Owner. The approval of the affected Owner is required for the following, which approval shall not be unreasonably withheld, conditioned or delayed:

7.3.3.1 Any amendments to this Declaration, the Bylaws, or any rules, regulations or restriction adopted by the Board, to the extent any of the same materially impact the use, operation, and occupancy of a Unit, or which materially increase the costs of operating a Unit.

7.3.3.2 Any change to the formula utilized for the determination of Allocated Interests and voting rights. This Section does not require Owner consent to changes in Allocated Interests or voting rights which result from changes to the gross floor area of a Unit provided those changes are made in accordance with this Declaration.

7.3.3.3 Any change in the boundaries of a Unit must be approved by the Owner of that Unit.

7.4 Officers. The Board of Directors may elect officers in the manner provided in the Bylaws.

7.5 Indemnification. Every director and officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a director or officer of the Association, or any settlement thereof, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases where a court of competent jurisdiction has entered a judgment against the officer or director for intentional misconduct or gross negligence; provided that in the event of a settlement, the indemnification provided herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

7.6 No Personal Liability. Except as provided in the Act for torts which were committed by the Declarant or for which the Declarant is expressly made liable, and so long as a director, or an Association committee member, or an Association officer, or Declarant exercising the powers of the Board of Directors, has acted without willful or intentional misconduct, or gross negligence, upon the basis of such information as may be possessed by such person, then no such person shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person; provided, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained for the benefit of the members of the Board of Directors or officers or employees of the Association.

7.7 Amendment of Bylaws. The Bylaws may be amended, in whole or in part, by the Board of Directors or by unanimous vote of the Owners at any annual meeting or special meeting called for that purpose or by written consent in lieu of a meeting signed by all Owners.

## SECTION VIII.
## AUTHORITY AND DUTIES OF BOARD OF DIRECTORS

8.1 Authority of the Board of Directors. The Board of Directors shall have all powers and authority permitted to the Board of Directors under the Act and this Declaration including providing for the following goods and services:

8.1.1 Utilities. All necessary utility services for the Common Elements (including the Limited Common Elements).

8.1.2 Insurance. Policies of insurance or bonds providing coverage for fire and other hazards, liability for personal injury and property damage, for director and officer liability and for fidelity of Association officers and other employees, as the same are more fully required hereafter.

8.1.3 Additions to Common Elements. Additions or improvements to the Common Elements not provided by the Declarant as part of the initial construction of the Condominium; provided, however, that so long as the City is the Owner of the City Unit and the Library is the Owner of the Library Unit, the Board of Directors shall not acquire or construct any Capital Improvements to the Condominium or the Common Element Improvements (other than a Permitted Capital Improvement) without the approval of the Owners of both Units. For purposes of this Declaration a "Capital Improvement" to the Condominium or the Common Element Improvements means improvement to the Condominium or the Common Element Improvements or acquisition of a prior non-existing asset which, under generally accepting accounting principles, is property classified as a capital asset. For purposes of this Declaration a "Permitted Capital Improvement" is defined as (a) the acquisition of a prior non-existing asset which will result in a demonstrated cost savings in Common Expenses associated with the Condominium or Common Element

Improvements, or (b) the alteration, repair and/or replacement (including repair or replacement following any casualty or condemnation) of any Common Element or Common Element Improvement(s) including, but not limited to, repair or replacement of any equipment and electrical, mechanical, automatic fire sprinkler and other building and utility systems, roof, exterior and load-bearing walls, foundations, floor slabs and structural and exterior portion of the Condominium.

8.1.4 Workmen's Compensation Insurance. Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

8.1.5 Manager. The Board of Directors may contract with an experienced professional (herein called the "Manager") to assist the Board in the management and operation of the Condominium in accordance with Project Standards and may delegate any of its duties, powers or functions to the Manager; provided that any such delegation shall be under a written contract containing such other terms and conditions as the Board of Directors may determine to be consistent with market terms. Any contract for management entered into by Declarant prior to the election of the Board by the Owners may be terminated without penalty by the Owner-elected Board at any time upon not less than 90 days' notice to the Manager or within such lesser notice period provided for without penalty in the contract for management. The members of the Board of Directors shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated. The Board may enter into a management contract hiring any Owner as the Manager for the Condominium; provided, however, such Owner shall be required to manage the Condominium at rates generally competitive in the marketplace and that are not in excess of the amount which would typically be charged by unrelated independent persons or entities for similar goods and services. The initial Manager shall be the Library, which shall manage the Common Elements Improvements (including the Multipurpose Room and the Parking Garage) in accordance with the terms of the Operating Agreement.

8.1.6 Professional Services. The legal and accounting services necessary or proper for the operation of the Condominium or enforcement of this Declaration, the Bylaws and the Association rules and regulations.

8.1.7 Maintenance of Common Elements and Shell and Structure. The maintenance, operation, repair, enhancement and replacement of the Common Elements to Project Standards including the Limited Common Elements to the extent the Owner is not responsible to perform the same or has failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair is delivered to the Owner by the Board of Directors.

8.1.8 Liens. The Board of Directors may also pay any amount necessary to discharge any lien or encumbrance levied against the Common Elements, rather than merely against the interest therein of particular Owners.

8.1.9 Repair of Unit. The maintenance and repair of any Unit if (1) such maintenance or repair is necessary, in the discretion of the Board of Directors, to comply with Project Standards and (2) if the Owner of said Unit has failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair is delivered to the Owner by the Board of Directors. The Board of Directors shall levy a special Assessment against such Unit and the Owner thereof for the cost of the maintenance or repair including a reasonable charge for administration of the repairs and the same shall be immediately due and payable to the Association.

8.1.10 Representation by Association. Except as provided in Section XIV below, the Association shall represent the Owners in any proceedings related to the condemnation, destruction, or liquidation of all or part of the Common Elements, and shall have the sole authority to participate in all negotiations and enter into all related settlements or agreements on behalf of the Owners with respect to the

Common Elements. The Owners, however, may represent themselves with regard to their Units, their Unit Improvements and Limited Common Elements.

8.2 No For-Profit Business. Nothing contained herein shall be construed to give the Board of Directors authority to conduct an active business for profit on behalf of the Owners.

8.3 Public Art. There shall be no alteration or change in the public art which constitutes part of the Common Elements, consisting of the terrazzo floor in the ground floor lobby and the art glass panels installed on the ground floor which constitute part of the wall separating the Multipurpose Room from the ground floor lobby except for routine maintenance and repair required to maintain such art work in good condition and repair, without the approval of the Owner of the City Unit and the Owner of the Library Unit. Each Owner expressly reserves the right to make alterations or changes in individual art work installed in or about each Owner's Unit at its discretion, so long as such Owner repairs any damage to the Condominium or its Unit if such Owner elects to remove or replace such art work.

8.4 Exclusive Right to Contract. Except as provided in any management or operating agreement entered into by the Association pursuant to Section 8.1.5 above (including but not limited to, the Operating Agreement), the Board of Directors shall have the exclusive right to contract for all goods and services the payment for which is to be made from the funds collected by the Association by way of Assessments.

8.5 Acquisition of Property. The Board of Directors may, from common funds of the Association, acquire and hold in the name of the Association, for the benefit of the Owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the Owners in the same proportion as their Allocated Interests and such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the common fund of the Association as the Board of Directors may direct.

8.6 Authorization to Board of Directors. In the event the moneys in the common expense fund are insufficient to pay the expenditures provided for herein, the Association is authorized to borrow money to meet such expenditures.

8.7 Limitation on Liability of Directors. To the extent permitted by law, except to the extent covered by insurance obtained for the benefit of the Board, the Association, the Manager or the Declarant, none of the officers of the Association, the members of the Board, the Manager, or the Declarant shall be held liable for: any failure of any utility or other service to be obtained and paid for by the Association, or for injury or damage to person or property caused by the elements or by another Owner or person; or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the Common Element Improvements, or from any of its pipes, drains, conduits, appliances or equipment, or from any other cause or place, or resulting from loss, damage or theft of articles used or stored by Owners on the Property or in Units. No diminution or abatement of Assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Elements, or from any action taken to comply with any law, ordinance or orders of a governmental authority. This Section shall not be interpreted to impose any form of liability by any implication upon the Board of Directors or upon the Association.

8.8 Entry For Repair. Subject to compliance with the terms and conditions of any Lease requiring notice and compliance with security and confidentiality procedures, the Association shall have the right to enter any Unit and any Limited Common Element to perform emergency repairs, and shall have a reasonable right of entry thereupon to complete repairs, improvements, replacements or maintenance to the Common Element Improvements deemed necessary to comply with Project Standards. Such entry shall be

made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association at the expense of the common expense fund. Except in the event of an emergency, the Association shall give reasonable advance notice to the affected Owner. In the event of an emergency, the Association shall give notice to the Owner at the time of entry or as soon thereafter as is possible under the circumstances.

8.9 Maintenance of Common Elements. Except as otherwise provided, the Association is responsible for maintenance, repair, and replacement of the Common Elements and Common Element Improvements to comply with Project Standards and each Owner is responsible for maintenance, repair and replacement of the Owner's Unit Improvements and the Limited Common Elements assigned to that Owner's Unit to comply with Project Standards. The Association may, as a Common Expense, provide for the inspection of any portion of a Unit or Limited Common Element, the failure of which to maintain properly may cause damage to the Common Elements, Limited Common Elements or another Unit or cause unnecessary Common Expenses, including, but not limited to, sinks, toilets, hot water tank and plumbing and electrical fixtures. If the inspection discloses the need for repair or replacement, the Association may either require the responsible Owner to make the repair or replacement or to make the repair or replacement itself and allocate the cost thereof to the Owner. The Association may contract with any Owner to perform certain of these functions recognizing that the Owner may have the personnel with the necessary qualifications to operate, maintain and repair the Common Elements and Common Element Improvements or experience in overseeing the operation, maintenance and repair of buildings containing facilities comparable to the Common Elements Improvements. The terms of any such maintenance or services agreements with an Owner shall be terminable by the Association upon ninety days (90) days notice without penalty, and the charges for services will be consistent with market conditions.

8.10 Failure to Comply with Declaration. The Association and any aggrieved Owner shall have a right of action against any other Owner who fails to comply with this Declaration or the decisions made by the Association.

8.11 Right to Grant Easements or Encumber Common Elements. The Association shall have the right to grant easements, licenses, leases, or other interests through or over the Common Elements; provided, no conveyance or encumbrance of Common Elements pursuant to this Section shall materially impact the access to or support for any Unit, without the prior consent of the impacted Owner.

8.12 Financial Statements and Records. The Association shall keep financial records in accordance with reasonable accounting principles given the nature of the Condominium. All financial and other records of the Association shall be reasonably available for examination by any Owner and the Owner's authorized agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. The annual financial statement shall be audited annually by a certified public accountant who is not a member of the Board or an Owner unless the Owners unanimously elect to waive the audit for each such year. The financial statement shall be completed in time for the Association's annual meeting and in any event within 120 days following the end of the fiscal year.

8.13 Inspection of Condominium Documents Books and Records. The Association shall make available to Owners, Mortgagees, prospective purchasers and their prospective mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, and other books, records, and financial statements of the Association. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances, including reasonable notice. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies. Notwithstanding the foregoing, pursuant to RCW 64.34.400(1), no purchaser of a Unit shall be entitled to receive a Public Offering Statement in connection with such purchase. No Unit shall be used for residential purposes.

## SECTION IX.
## COMMON EXPENSE ASSESSMENTS ACCORDING TO BUDGET

9.1 Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year.

9.2 Preparation of Budget. Not less than 120 days before the end of the fiscal year, the Board shall prepare a budget for the Association for the coming year. In preparing its budget the Board shall estimate the Common Expenses of the Association to be paid during the year, make suitable provision for accumulation of reserves in the discretion of the Board, including amounts reasonably anticipated to be required for the operation, maintenance, repair, and replacement of the Common Elements and the Limited Common Elements, and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association. The Declarant shall prepare the initial budget for the first fiscal year of the Association.

9.3 Ratification of Budget. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board shall provide the proposed budget to all the Owners and shall set a date for a meeting of Owners to consider ratification of the budget not less than ten (10) nor more than thirty (30) days after mailing of the summary. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget shall be ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

9.4 Supplemental Budget. If during the year the budget proves to be inadequate for any reason, including nonpayment of Assessments, the Board may prepare a supplemental budget for the remainder of the year and propose the same to the Owners for ratification pursuant to Section 9.3 above.

9.5 Assessments. The amounts required by the Association for Common Expenses and Special Allocations as reflected by the annual budget and any supplemental budgets shall be divided into installments to be paid each month or such other period determined by the Board, over the period of time covered by the budget or supplemental budget. The Assessment for each Unit is the Allocated Interest (as shown on Exhibit B) of that Unit times the total installment for Common Expenses for all Units. Assessments begin accruing for all Units upon the recording of this Declaration but not before completion of those Common Element Improvements necessary for occupancy of the Units. So long as the Operating Agreement is in effect, general and special Assessments and Special Allocations shall be paid by the Owners to the Association as provided in the Operating Agreement.

9.6 Common Expenses. Common Expenses shall be allocated to all Owners in accordance with their Allocated Interests. However, expenses of operating the Condominium may be specially allocated among the Units pursuant to Section 9.7 below.

9.7 Special Allocations.

9.7.1 General. Any expenses or liabilities attributable to goods or services benefiting fewer than all Units shall be specially allocated, to the extent reasonably practicable, to the Unit benefited in proportion to the benefit received. In determining whether a Special Allocation is practicable, the Association shall consider the extent to which certain Units benefit more than other Units with regard to the particular good or service involved in each particular case, whether it is possible to separately contract for the applicable good or service, and the amount of the liability or expense involved. To the extent that any Common Expense is caused by the misconduct of an Owner or occupant of any Unit, the Association may assess that expense against that Unit.

9.7.2 Limited Common Elements. All expenses and liabilities attributable to the operation, maintenance, repair and replacement of the Limited Common Elements, if performed by the Association rather than the applicable Owner, shall be specially allocated to the applicable Owner. If the Association delegates the responsibility for operation, maintenance, repair and replacement of those Limited Common Elements to the applicable Owner to which the same are allocated, then these costs should be incurred directly by such Owner. Those expenses and liabilities to be specially allocated include those relating to those portions, if any, of the Common Systems and Facilities which serve only one Unit.

9.7.3 Sewer Capacity Charge, LIDs, etc. The sewer capacity charge, any Assessments for a business improvement district, or similar charges or Assessments shall be specially allocated among the Units in the same manner as those charges and assessments are levied by the governmental authority.

9.7.4 Utilities Serving the Units. The Association may, as a Common Expense, and any Unit Owner may, at such Unit Owner's expense, install meters or sub-meters to more accurately determine utility usage. All utility charges (except for the cost of Internet access and telephone which shall be separately assessed and natural gas which shall be specially allocated solely to the City Unit) that are not separately metered shall be allocated to all of the Units as a Common Expense, payable in accordance with their respective Allocated Interests. The Association shall, as part of its annual budgeting process, review the utility charges and each Owner's consumption of utilities and may in its discretion make a special allocation of the costs of one or more utilities if necessary to allocate such cost based on actual usage of such utilities by an Owner if such usage is significantly at variance with its Allocated Interest.

9.7.5 Insurance. To the extent the insurance provider calculates the premium on the basis of a separate risk assessment for each Unit, the Board shall specially allocate the cost of insurance in accordance with risk. In allocating risks, each Owner shall be deemed responsible for those risks relating to the Limited Common Elements allocated to such Owner's Unit. In addition, the Board shall allocate all of the cost of a particular endorsement or coverage to the Owner who requested the same notwithstanding that other Owners may also be covered if the Board was not able to limit the requested coverage to the Unit and Limited Common Elements of the requesting Owner.

9.8 Contribution to Initial Working Capital. The initial working capital is $15,000, and each Owner shall pay to the Association an amount equal to such Owner's Allocated Interest thereof. For example, if the Allocated Interests of the City and Library Units are 1/3 and 2/3, respectively, then their contributions would be $5,000 and $10,000, respectively. This amount shall be a non-refundable contribution to an initial working capital fund and shall not be considered as an advance payment of regular Assessments.

9.9 Special Assessments. The Association may levy special Assessments for those Common Expenses and Special Allocations which cannot be reasonably calculated and paid with general Assessments, subject to (i) ratification by the Owners pursuant to Section 9.3 and (ii) the Special Allocations set forth in Section 9.7.

9.10 Creation of Reserves. The Board may, in its discretion, create reserve accounts for anticipated expenses for repairs, replacement, enhancement and other improvements to the Common Elements and Limited Common Elements which will occur in the future in order to accumulate sufficient funds to pay such expenses when they occur; provided (i) no reserves shall be collected for Unit Improvements. If the Association imposes reserves, it shall do so in a nondiscriminatory manner.

9.11 Notice of Assessments. The Board shall notify each Owner in writing of the amount and due date of the general and special Assessments to be paid for the Owner's Unit and shall furnish copies of all budgets which apply to the Unit, on which the general and special Assessments are based, and a brief

description of the calculation of the Special Allocations and any special Assessments. The Board shall furnish the same information to a Mortgagee, if so requested.

9.12 Payment of Assessments. Each Owner shall pay or cause to be paid to the treasurer or designated agent of the Association all Assessments against the Unit on or before the due date. Any Assessment not paid within ten (10) days following the due date shall be delinquent and subject to late charges, interest charges and collection procedures as provided herein. Prior to the imposition of a late charge or penalty other than interest or the start of any collection procedures, each Owner shall have the right to cure any default in payment of an Assessment within ten (10) days following written notice of the delinquency.

9.13 Reconciliation of Assessments to Actual Expenses. The Association shall establish and maintain its accounts and records in such a manner that will enable it to credit the Assessments for Common Expenses (including special Assessments, Special Allocations, and reserves) and other income to the Association to the account of the appropriate Units and make its expenditures from the appropriate accounts. The accounts of the Association shall be reconciled as necessary (but at least once each year) to ensure the Owners are correctly assessed for the actual expenses of the Association, and any surpluses (or deficits) in the accounts shall be credited to the benefit of or paid to (or charged to the account of or assessed against) the Owners who paid the surplus (or owe the deficit). Any Owner, after providing reasonable advance notice to the Association and at its own expense, shall have the right to review the books and records of the Association pursuant to RCW 64.34.372 as now effective or hereafter amended.

9.14 Proceeds Belong to Association. All Assessments and other receipts received by the Association on behalf of the Condominium shall belong to the Association.

9.15 Failure to Assess. Any failure by the Board or the Association to make the budgets and Assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay Assessments during that or any subsequent year, and the Assessments amounts established for the preceding year shall continue until new Assessments are established.

9.16 Recalculation of Assessments. If Allocated Interests change, then Assessments for Common Expenses and any installment thereof not yet due shall be recalculated in accordance with the changed Allocated Interests.

## SECTION X.
## COLLECTION OF ASSESSMENTS

10.1 Lien Indebtedness. Unpaid Assessments for each Unit shall be the separate, joint and several personal debts of the Owner or Owners of that Unit. In a voluntary conveyance of a Unit, the grantee and the grantor shall be jointly and severally liable for all unpaid Assessments up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien securing same. The amount of any Assessment against a Unit, plus interest, costs, and attorneys' fees pursuant to Section 10.3, shall constitute a lien upon such Unit prior to all other liens, except (a) liens and encumbrances recorded before the recording of the Declaration; (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Unit. Recording of this Declaration constitutes record notice and perfection of the lien for Assessments; however, the Association may record a notice of claim of lien for Assessments under this section in the real property records of the county in which the Condominium is located. Notwithstanding the foregoing, the lien for Assessments for Common Expenses excluding amounts for capital improvements shall be prior to the Mortgages specified in

(b) of this Section if it is foreclosed judicially. Such priority is limited to Assessments coming due within the six (6) month period prior to the date of any foreclosure sale or the date a declaration of foreclosure is recorded in a real estate contract forfeiture. Such priority shall be reduced by up to three (3) months for delinquent Assessments relating to a period prior to the date the Association fails to gives written notice of the delinquency to an Eligible Mortgagee. The holder of a Mortgage or other purchaser of a Unit who obtains the right of possession of a Unit through foreclosure or deed in lieu of foreclosure shall not be liable for any Assessments or installments thereof that became due prior to such right of possession except as stated above in this Section 10.1. All other unpaid Assessments shall be deemed to be Common Expenses collectible from all Owners, including the Mortgagee or other purchaser of the Unit.

10.2 Collection of Delinquent Assessments. The Board of Directors shall enforce collection of any delinquent Assessment in the following manner, or in any other manner permitted by law:

10.2.1 Action to Foreclose. The Board of Directors may commence an action to foreclose a lien judicially pursuant to RCW 61.12 for Assessments made hereunder, and in any such action shall be entitled to recover attorneys' fees and costs pursuant to Section 10.3, and shall further be entitled to seek the appointment of a receiver as provided in the Act. The judgment in the action foreclosing the lien shall be for an amount equal to all delinquent Assessments and advances, plus all costs and expenses in connection with such action and any receivership, including a reasonable sum as attorneys' fees and for the cost, if any, of obtaining a title report. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. Nothing in this section shall prohibit the Association from taking a deed in lieu of foreclosure.

10.2.2 Non-judicial Foreclosure. The Board of Directors may commence an action to foreclose a lien for Assessments non-judicially pursuant to RCW 61.24 and in such foreclosure may recover its reasonable attorneys' fees and all costs and expenses reasonably incurred in the preparation or prosecution of such foreclosure. For the purposes of permitting such non-judicial foreclosure: (a) the Condominium is granted in trust to Chicago Title Insurance Company (herein the "Trustee") to secure the Owners' respective obligations to pay Assessments when due; (b) the Trustee is granted the power to sell the individual Units; (c) the Units are not used principally for agricultural or farming purposes; and (d) the foregoing power of sale shall be operative with respect to any Unit if the Owner of that Unit fails to pay Assessments with respect to any Unit not paid within ten (10) days following written notice of delinquency.

10.2.3 Assessments are Personal Obligations. In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges provided in this Section, shall be the personal obligation of the Owner of the Unit when the Assessments are made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

10.2.4 Other Remedies. The Board shall have all other remedies for collection of delinquent Assessments not prohibited by law.

10.3 Attorneys' Fees, Costs and Interest. The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. The Association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment. Until a different rate is set by the Association, delinquent Assessments shall bear interest from the date of delinquency at the lesser of twelve percent (12%) per annum or the maximum rate permitted by law.

10.4 Liability of Mortgagee. In the event the Mortgagee of the Condominium obtains any unsold Units as a result of the Foreclosure of the Mortgage covering the Condominium or if after initial sale the Mortgagee reacquires any Unit, or if at any time the Mortgagee retains any Unit and grants or leases the same, the Mortgagee shall only be liable for the Assessments for such Unit for the period after such Mortgagee acquires the right of possession of such Unit.

10.5 Liability after Sale of a Unit. The lien for unpaid Assessments shall not be affected by the sale or transfer of a Unit, and the buyer of the Unit shall be jointly and severally liable with the seller of the Unit for all unpaid Assessments up to the time of the sale without prejudice to the buyer's right to recover from the seller the amounts paid for such delinquent Assessments. Provided, however, the buyer is not liable for any Assessments delinquent at the time a resale certificate was provided to the buyer pursuant to RCW 64.34.425 to the extent such delinquent Assessments were not shown in the resale certificate.

10.6 Late Charges. The Association may establish reasonable late charges and assess them against those Owners who are delinquent in paying Assessments.

10.7 Release of a Unit From Liens. Whether perfected before or after the creation of the Condominium, if a lien other than a Mortgage, including a judgment lien, becomes effective against two or more Units, then the Owner of an affected Unit(s) may pay to the lienholder (which may include the Association) the amount of the lien attributable to the subject Unit. The lienholder, upon receipt of payment, promptly shall deliver a release of the lien covering that Unit. The amount of the payment by an Owner must be proportionate to the ratio which that Owner's Allocated Interest bears to the Allocated Interests of all Owners whose Units are subject to the lien. After payment by a Unit Owner, the Association may not assess or have a lien against the subject Unit for any portion of the Common Expenses incurred in connection with that lien. The rights of an Owner stated in this Section may be enforced by a Mortgagee of such Unit.

10.8 No Lien on Public Property. Notwithstanding any other provision of this Declaration to the contrary, if any Unit is owned by an agency of the State of Washington, any political subdivision, any municipal corporation or other public entity, no lien created by this Section X shall attach to the Unit or Units owned by an agency of the State of Washington, any political subdivision, any municipal corporation or other public entity provided that this Section 10.8 shall not affect the liability of any agency of the State of Washington, any political subdivision, any municipal corporation or other public entity for the payment of any Assessment hereunder, which shall, as provided in Section 10.2.3 be the personal obligation of an agency of the State of Washington, any political subdivision, any municipal corporation or other public entity.

## SECTION XI.
## REGULATION OF USES

11.1 Prohibited Uses. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Condominium, which use or operation is unlawful or obnoxious to the development or operation of the Condominium as a first class mixed use project, including but not limited to, the following:

11.1.1 Any public or private nuisance;

11.1.2 Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;

11.1.3 Any obnoxious odor;

11.1.4 Any noxious, toxic, caustic or corrosive fuel or gas;

11.1.5 Any dust, dirt or fly ash in excessive quantities;

11.1.6 Any unusual fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks;

11.1.7 Any warehouse (the storage of goods which is ancillary to another permitted use is allowed provided the primary use is not the storage of goods);

11.1.8 Food processing, traditional heavy manufacturing activities (light manufacturing and assembly is permitted), and brewing or distillation for consumption or sale outside of the Unit;

11.1.9 Any dumping of garbage or refuse other than that which is generated at the Unit and only then in approved receptacles;

11.1.10 Any commercial laundry or dry cleaning plant, laundromat (a drop off or pick up facility is permitted), veterinary hospital, car washing establishment, mortuary or similar service establishment;

11.1.11 Any automobile body and fender repair work;

11.1.12 Any work release center, drug rehabilitation center, church or other religious organization; provided, however, administrative offices for the foregoing are permitted only if the use does not involve visits of any kind by those who are served by the applicable organization;

11.1.13 Any occupancy where the primary use is as a video arcade or for arcade games or video games; and

11.1.14 Smoking is prohibited anywhere in the Condominium or on the Property.

11.2 Use of Parking Garage. The Parking Garage is a Common Element reserved for parking use by Owners and their respective officers, directors, tenants, subtenants and their respective employees, agents, guests, invitees and patrons and not by commuters or owners or occupants of surrounding properties. Three (3) parking spaces located on the upper level of the Parking Garage which are identified on the Survey Map and Plans as limited to fifteen minute parking are a Limited Common Element assigned to the Library Unit. Use of the Parking Garage shall be governed by the terms and conditions set forth in the Operating Agreement. With the exception of the three parking spaces assigned to the Library Unit as a Limited Common Element, all other parking spaces shall be available for use by Owners and their respective officers, directors, tenants, subtenants and their respective employees, agents, guests, invitees and patrons, on a first come/first-serve basis. No Owner, tenant or subtenant shall have the right to use parking spaces in the Parking Garage for fleet parking.

11.3 Multipurpose Room. Use of the ground floor multipurpose room shall be governed by the terms and conditions set forth in the Operating Agreement. The City shall have exclusive use of the Multipurpose Room every Monday evening between the hours of 3 and 10 p.m. for regularly scheduled City Council meetings.

11.4 Land Use; Development and Permit Conditions. Each Unit is subject to those restrictions provided in the applicable land use and building codes applicable to the Condominium, and all conditions imposed in connection with the issuance of permits and approvals, including all covenants, conditions and restrictions contained any development agreements or similar commitments. No Owner shall seek to rezone its Unit or modify any permit or approval to which its Unit or Limited Common Elements are subject without first obtaining the approval of the Board.

11.5 Non-Residential Use. All Units are restricted to non-residential uses. Each Owner shall comply with the Project Standards and shall use reasonable efforts to ensure compliance by such Owner's employees, patrons, constituents and invitees.

11.6 Exterior Appearance. The Board may adopt rules and regulations restricting uses of those portions of the Units and Common Elements which are visible from other Units, the Common Elements or public areas to preserve a consistent architectural appearance for the entire Condominium as necessary to cause the Condominium to comply with Project Standards.

11.7 Compliance with Laws. Each Owner shall comply with all applicable laws, zoning ordinances, regulations, and permit or development conditions applicable to their Unit or the Common Elements. Compliance is required with regard to all development and construction of Unit Improvements and the operation and occupancy of the Unit.

11.8 Actionable or Unlawful Activity. Upon the failure of an Owner to remedy conduct by such Owner prohibited by this Section XI within a reasonable time after notice of the same to such Owner, then the Board may at its option either: (1) attempt to resolve the matter by agreement with the Owner; or (2) submit the matter to mediation conducted pursuant to Section XXII below.

11.9 Harmful Discharges. No Owner shall permit emissions of dust, gases, or other substances, or the production, storage or discharge of hazardous substances or wastes on or about the Property or into the sewer system, to the extent the same may adversely affect the health, safety or comfort of the other Owners, or the extent the same is contrary to laws, regulations or covenants applicable to the Property.

11.10 Deliveries. The delivery or shipment of library materials, supplies, and fixtures to and from each Unit shall be accomplished in a manner that shall not unreasonably interfere with the quiet enjoyment or the security of the other Units. Each Owner shall bear the expenses relating to any changes in electrical, gas or water service necessitated by the use of such Owner's Unit.

11.11 Access Over Common Elements. Each Owner shall have the right to use the Common Elements excluding those Limited Common Elements assigned to Units owned by others. Those Common Elements shall be used exclusively for normal ingress and egress including access to public streets and for the other purposes for which the improvements therein are intended. No obstructions shall be placed thereon unless permitted by the Board or the Association's rules and regulations.

11.12 Unit Improvements. Each Owner shall, at such Owner's sole expense, maintain, repair, and keep the Unit Improvements comprising such Owner's Unit and the equipment, and appurtenances relating thereto, in a good and sanitary condition, free of rodents and pests, and in good order, condition, repair and appearance and shall do all decorating and painting at any time necessary to maintain the good appearance and condition of the Unit consistent with Project Standards. In the event of major damage by casualty, each Owner shall, with reasonable diligence, either re-construct the Unit Improvements or shall complete such demolition, clearing of debris and or partial reconstruction as is necessary to cause the damaged Unit Improvements to be compatible with the remainder of the Property and not materially detract from the value of the other Units. Each Owner may, at such Owner's sole cost and expense and in compliance with applicable law and development restrictions, construct, reconstruct, alter, or renovate the Unit Improvements subject to any restrictions stated in this Declaration. This Section shall also apply to an Owner's reconstruction of its Limited Common Elements if the Board delegates that responsibility to such Owner as permitted hereunder.

11.12.1 Limited Common Elements. Each Owner shall keep the Limited Common Elements allocated to such Owner's Unit in a neat and clean condition in accordance with Project Standards. These Limited Common Elements include equipment serving the Unit and other Limited Common Elements

described on Exhibit C or set forth on the Survey Map and Plans. The Association may adopt minimum standards for the cleaning, maintenance and repair of those Limited Common Elements including maintenance and repair schedules. If the Association, acting reasonably and after reasonable notice to the offending Owner, determines that an Owner is not maintaining its Limited Common Elements consistent with the requirements of this Section, then the Association may take action to enforce these requirements including performing the required maintenance and charging the applicable Owner for the resulting cost.

11.12.2 Impact on the Common Elements or Other Owners. An Owner must obtain the approval of the Board before the Owner may block access to the Common Elements, interrupt utilities, use the Common Elements for construction staging or use the Common Elements located on the Property outside the main Condominium building and Parking Garage for special events. The Board shall coordinate all such activities for the mutual benefit of all Owners and shall act reasonably and in a nondiscriminatory manner in allocating use of the Common Elements for such purposes. The Board may impose reasonable conditions in all such matters including scheduling those matters to coordinate with the competing requests of all Owners and to limit the disruption to the other Owner. Approvals of the Board required by this Section shall not be unreasonably withheld, delayed or conditioned, and shall be deemed given if the Board does not respond in writing with particular objections or requirements within ten (10) days of receiving a written request for approval from an Owner.

11.12.3 Insurance. Each Owner shall maintain and shall ensure that all contractors performing work maintain in effect during construction all normal and customary insurance for the scope of construction work being performed. The insurance shall name the Association and other Owner as additional insureds on all liability policies.

11.12.4 Work Rules and Hours; Notice to the Board. The Board may adopt work rules and work hours provided the same are reasonable, apply to all Owners, are enforced on a nondiscriminatory basis, and serve the primary purpose of ensuring safe and orderly construction, limiting disruption of other Owners and their Occupants, and preventing damage to the Common Elements and Units. All work shall be done by licensed contractors and shall comply with all applicable laws. All work shall be done in a workmanlike manner and in accordance with a sound engineering design. All work affecting the Shell and Structure shall be approved by a licensed structural engineer. All work which increases the load on Common Systems and Facilities shall be approved by a properly licensed and qualified engineer. Each Owner shall notify the Board of any work which will take longer than 180 days to complete or will involve project costs in excess of $250,000, and shall include with that notice evidence of compliance with the insurance requirements stated herein.

11.12.5 Best Construction Practices. Each Owner shall ensure all construction of their Unit Improvements utilizes best construction practices including: (i) measures to ensure job site safety and the safety of others such as fencing the site, posting safety rules, and mandating the use of safety equipment; (ii) controlling the amount of dirt and debris traveling from the jobsite; (iii) clearing debris on a regular basis and otherwise keeping the site in an orderly condition; and (iv) complying with all regulations regarding work hours and maximum permissible noise levels.

11.13 Uses Affecting Insurance. No Owner shall permit anything to be done or kept in its Unit or Common Elements which will result in the cancellation of insurance on any part of the Condominium, or would be in violation of any applicable laws or regulations. This restriction shall specifically prohibit any Owner from storing or permitting the storage of explosive or flammable liquids or materials as long if doing so would result in the cancellation of insurance coverage or the increase in insurance premiums. If an Owner wishes to use or allow the use of its Unit or its assigned Limited Common Elements in any manner which may increase the insurance premiums for the Condominium or any part thereof, then the Owner must first obtain the consent of the Board. The Board may, in its reasonable discretion, specially allocate to such Owner the cost of such increase in insurance premiums.

11.14 Signs. Owners shall be permitted to install signage subject to City of Burien ordinances.

11.15 Trash Removal. Each Owner shall be responsible for removing all trash or garbage from its Unit and depositing it promptly in proper receptacles as designated by the Association in accordance with such rules and regulations as the Board may adopt.

11.16 Construction Work – Common Elements. The Common Elements shall not be reconstructed, rebuilt, altered, removed or replaced except by the Association acting through the Board of Directors acting in accordance with the Act, this Declaration, and the Bylaws or by the Declarant when exercising rights reserved under this Declaration.

11.17 Leases. Subject to compliance with the provisions of Section XXII, Owners may lease all or any portion of their Units for any lawful purpose not prohibited by this Declaration. The terms of any Lease shall be subject to and incorporate the provisions of this Declaration and the Bylaws and Association's rules and regulations which are applicable to the use of the leased premises, and any amendments of the same. No lease shall relieve the Owner of its obligations hereunder. If any lessee or occupant of a Unit violates or permits the violation by its guests and invitees of any provisions hereof or of the Bylaws or of the rules and regulations of the Association, and the Board determines that such violations have been repeated and that a prior notice to cease has been given, the Board may give notice to the lessee or occupant of the Unit and the Owner thereof to forthwith cease such violations; and if the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to evict the tenant or occupant if the Owner fails to do so. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed hereunder.

## SECTION XII.
## INSURANCE

12.1 General Requirements. The Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide: (a) property insurance, (b) commercial general liability insurance, (c) worker's compensation insurance to the extent required by applicable laws and employer's liability insurance if applicable, (d) directors' and officers' liability insurance, and (e) such other insurance (including fidelity insurance) as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, have an A.M. Best's rating of not less than A-/VII, and are otherwise authorized to do business in the state of Washington. All such insurance policies shall provide that coverage may not be cancelled or modified without at least 30 days' written notice (except for cancellation due to nonpayment of premium which will require not less than 10 days' written notice) to any and all insureds named therein, including Owners and Mortgagees of Owners.

12.1.1 Property Insurance. The property insurance shall, at a minimum, provide special cause of loss coverage (sometimes referred to as "direct physical causes of loss" coverage) in an amount equal to the full replacement cost of the Common Element Improvements (which includes improvements within the Limited Common Elements), the Shell and Structure and personal property of the Association, with an "Agreed Amount" or equivalent endorsement, and be in such amount so that the insured will not be deemed a co-insurer. The Board shall determine, in its discretion, the extent to which the property insurance shall include additional coverage available by special endorsement (e.g., "agreed amount" or equivalent endorsement, construction code endorsements such as demolition cost, building ordinance, and increased cost of construction, and endorsements for earthquake/earth movement, terrorism, mechanical breakdown, flood coverages and business interruption/loss of rents coverage). Each Owner or its occupants shall obtain separate insurance to cover those Unit Improvements not covered by the Association's policy and each

Owner shall provide to the Board Certificates of Insurance evidencing the coverage required by this Section. The Association's policy must provide for the recognition of any insurance trust agreement if this provision is available. The policy shall provide a separate loss payable endorsement in favor of the Mortgagee of each Unit. The Association or insurance trustee, if any, shall hold insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear.

12.1.2 Commercial General Liability Insurance. The liability insurance policy shall insure the Board, Association, Declarant, Manager, Owners, and any tenant designated by the Owner of a Unit. The policy will cover all of the Common Elements in the Condominium, will provide for a "severability of interest endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an insured party because of the negligent acts of another insured party, and shall cover liability of the insureds for property damage and bodily injury and death of persons arising out of the operation, maintenance, and use of the Common Elements, and such other risks as are customarily covered with respect to mixed-use condominium projects of similar construction, location and use. The limits of liability shall be in amounts generally carried by owners of projects of similar construction, location and use but shall be at least $1,000,000 combined single limit for bodily injury and property damage per occurrence and $2,000,000 general aggregate. In addition the Association shall carry umbrella insurance coverage in an amount determined by the Board of Directors from time to time. Any deductible or self-insured retention must be approved by the Board of Directors.

12.1.3 Fidelity Insurance. If deemed advisable by the Board of Directors, fidelity insurance which shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, employees and any condominium management company of the Association and all other persons who handle or are responsible for handling funds of or administered by, the Association. All such fidelity insurance shall name the Association as obligee, and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association at any time, or the aggregate of three months Assessments, whichever is greater. The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

12.1.4 Directors' and Officers' Liability Insurance. The directors' and officer's liability insurance shall be in an amount of not less than $1,000,000 or such greater amount as determined by the Board of Directors.

12.2 Owner's Insurance. Each Owner of a Unit, at its own expense, shall obtain and maintain the insurance described above respecting its Unit, Limited Common Elements, and those Unit Improvements not covered by the Association's policy and any other insurance as is typically maintained by owners of similar properties; provided, however, an Owner shall not have the right to maintain insurance coverage in any manner which would decrease the amount which the Board of Directors, or any trustee for the Board of Directors, on behalf of all of the Owners, will realize under any insurance policy which the Board of Directors may have in force on the Condominium at any particular time. Each Owner shall file a Certificate of Insurance for each such policy or policies with the Board of Directors within thirty (30) days after purchase of such insurance, and the Board of Directors shall immediately review its effect with its insurance broker, agent or carrier. All insurance carried by an Owner shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, each Owner and their respective agents, employees, lessees, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insureds.

12.3 Insurance Proceeds. Insurance proceeds for damage or destruction to any property insured by the Association including the Common Elements Improvements (less the cost, if any, to the Association, of recovering and paying out such proceeds including, without limitation, attorneys' fees and expenses and fees and expenses of adjusters or other consultants engaged by the Association in connection therewith) shall be paid to the Board of Directors on behalf of the Association which shall hold such proceeds in trust for each Owner and Mortgagees, as their interests may appear, and shall segregate such proceeds from other funds of the Association for use and payment as provided for in Section XIII. The Association acting

through its Board or any insurance trustee shall have the exclusive authority to settle and compromise any claim under insurance obtained by the Association, and the insurer may accept a release and discharge of liability made by the Board on behalf of the named insureds under the policy.

12.4 Additional Policy Provisions. The insurance obtained by the Association shall name the Association, as trustee for the Owners, as the named insured, and shall contain the following provisions and limitations.

12.4.1 Each Owner of a Unit is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.

12.4.2 The policy shall not provide for contribution by or Assessment against Mortgagees or become a lien on the Property superior to the lien of a First Mortgage.

12.4.3 If, at the time of the loss under a policy, there is other insurance in the name of the Owner covering the same risk covered by the particular policy, the Association's policy(ies) provides primary insurance and shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, pro ration, or contribution by reason of, any other insurance obtained by or for any Owner or Mortgagee.

12.4.4 Coverage shall not be prejudiced by: (a) any act, omission or neglect of an Owner when such act or neglect is not within the scope of the Owner's authority to act on behalf of the Association, or (b) failure of the Association to comply with any warranty or condition with regard to any portion of the Premises over which the Association has no control.

12.4.5 A waiver of subrogation by the insurer as to any and all claims against the Association and its agents, employees, or lessees, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insureds.

12.4.6 A provision that the insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of Chapter 48.18 RCW pertaining to the cancellation or non-renewal of contracts of insurance.

12.4.7 All property insurance policies shall contain a standard mortgagee clause which shall: (a) Provide that any reference to a mortgagee in the policy shall mean and include all Mortgagees of any Unit, whether or not named therein; (b) Provide that such insurance as to the interest of any such Mortgagee shall not be invalidated by any act or neglect of the Board or any persons under any of them; (c) Waive any provision invalidating such mortgage clause by reason of the failure of any such Mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that such Mortgagee pay any premium thereon, and any contribution clause; and (d) Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Association or the insurance trustee.

12.5 Appointment of Attorney-in-Fact. Each Owner appoints the Association or any insurance trustee appointed hereunder, as attorney-in-fact for the purpose of purchasing and maintaining the insurance provided for under this Section XII, including the exclusive rights with regard to: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

## SECTION XIII.
## DAMAGE OR DESTRUCTION; RECONSTRUCTION

13.1 Scope of the Board's Authority. The procedures stated in this Section XIII apply to damage or destruction of the Common Element Improvements and do not apply to the repair of damage or destruction of Unit Improvements for a Unit. The Owner of each Unit is solely responsible for insuring and rebuilding its Unit Improvements. The Owner of each Unit may determine in its discretion whether to rebuild its Unit Improvements; provided, however, such Owner shall complete those repairs which the Board of Directors deems reasonably necessary to avoid further damage to the Common Element Improvements or Unit Improvements for any other Unit, or substantial diminution in value of the other Unit, and to reasonably protect the Owners from liability from the condition of the site.

13.2 Determination to Repair, Modifications.

13.2.1 Estimates and Notice to Owners. In the event of damage to any Common Element or portion of the Condominium covered by the Association's insurance policy, the Board of Directors shall promptly, and in all events within sixty (60) days after the date of damage or destruction, provide to each Owner and each Mortgagee a written notice which (i) summarizes the initial Board of Directors' determinations with regard to the nature and extent of the damage, the estimated cost to repair the same, and the cost in excess of anticipated insurance proceeds, and (ii) sets a date for a combined special meeting of the Owners and Directors to determine whether the damaged improvements will not be repaired and restored. If the Board fails to do so within said sixty (60) days, then any Owner or Mortgagee may make these determinations and give the notice required under this Section.

13.2.2 Decision to Rebuild. Any portion of the Condominium for which insurance is required under this Declaration which is damaged or destroyed shall be repaired or rebuilt promptly by the Association unless (a) the Condominium is terminated in accordance with the provisions hereof; (b) repair or rebuilding would be illegal under any state or local health or safety statute or ordinance; or (c) the Owners unanimously vote not to rebuild. If the cost to repair or rebuild exceeds the insurance proceeds and available and the Association's reserves, such cost shall be a Common Expense.

13.2.3 Decision to Modify the Improvements. The Board may authorize changes to the Common Element Improvements, including the Limited Common Elements, necessary to comply with applicable laws without Owner approval as long as the improvements substantially conform to their prior condition in terms of utility and value, other than Capital Improvements to the Condominium and/or Common Element Improvements which are subject to the restrictions set forth in Section 8.1.3. Owners may elect to modify their Limited Common Elements and Unit Improvements as long as the improvements substantially conform to their prior condition in terms of utility and value, provided, however, any Limited Common Elements necessary for the structural support or occupancy of any Unit or its Limited Common Elements may not be modified in a manner which would deprive such Owner of the structural support and systems necessary for occupancy existing prior to the casualty event absent the approval of the affected Owner.

13.3 Restoration.

13.3.1 Authority to Contract; Delegation. The Board of Directors shall have the authority to employ architects and attorneys, advertise for bids, let contracts to contractors and others, and to take such other action as is reasonably necessary to effectuate the repair and restoration. Contracts for such repair and restoration shall be awarded when the Board of Directors, by means of insurance proceeds and sufficient Assessments, has made provision for the cost thereof. The Board of Directors may further authorize the insurance carrier to proceed with repair and restoration upon satisfaction of the Board of

Directors that such work will be appropriately carried out. The Association may delegate to any Owner these rights and responsibilities with regard to the Limited Common Elements assigned to that Owner's Unit.

13.3.2 Insurance Trustee. The Board of Directors may enter into a written agreement in recordable form with any reputable financial institution or trust or escrow company that such firm or institution shall act as an insurance trustee to collect the insurance proceeds and carry out the provisions of this Section XIII. Any such insurance trustee shall have the exclusive authority to negotiate losses under any policy providing such property or liability insurance.

13.4 Decision Not to Restore; Disposition. In the event of a unanimous decision by the Owners to not repair and restore the damage and destruction, provided the Condominium has not been terminated pursuant to RCW 64.34.268, as it may be amended, the Board of Directors may nevertheless expend such of the insurance proceeds and common funds as the Board of Directors deems reasonably necessary for emergency work, which may include removal of the damaged or destroyed improvements and clearing, filling and grading the Property. The remaining funds, if any, shall thereafter be held and distributed as follows:

13.4.1 Repair of Common Element Improvements. The insurance proceeds attributable to the damaged Common Element Improvements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium.

13.4.2 Remaining Proceeds. The remainder of the proceeds shall be distributed to all the Owners or their Mortgagees, as their interests may appear, as follows: (i) the insurance proceeds attributable to Unit Improvements and Limited Common Elements for a particular Unit which are not rebuilt shall be distributed to the Owner of that Unit or to Mortgagees and other lienholders, as their interests may appear; (ii) the remainder of the proceeds shall be distributed to all Owners or to Mortgagees and other lienholders, as their interests may appear, in proportion to the Allocated Interests.

13.4.3 Reallocation of Interests. The Allocated Interests and votes shall be reallocated in the manner described in Section 14.5.4 below as if that portion of the Unit which is not rebuilt had been condemned. There shall be a similar reallocation if the Owner subsequently decides to rebuild the Unit.

13.5 Allocation of Costs Not Covered by Insurance. Liability for the amount of damage within the limits of any applicable insurance deductible, costs for damage not covered by insurance, and costs of repair or restoration which exceed the amount paid by the insurance provider are referred to collectively as "Uninsured Costs." Uninsured Costs attributable to Unit Improvements and improvements within Limited Common Elements for a particular Unit shall be collected from the Owner of that Unit as a Special Assessment. Uninsured Costs attributable to the other Common Element Improvements shall be Common Expenses and shall be collected from the Owners in accordance with their Allocated Interests.

## SECTION XIV.
## CONDEMNATION

14.1 Consequences of Condemnation. Except as provided in Section 14.7, if at any time or times during the continuance of the Condominium ownership pursuant to this Declaration, all or any part of the Property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the Association shall represent the Owners in all negotiations and proceedings with the condemning authority with regard to the Common Elements exclusive of the Limited Common Elements, and the Owners may represent themselves with regard to their Units, Unit Improvements, and Limited Common Elements. If any Unit or portion thereof or the Common or Limited Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is

otherwise sought to be acquired by a condemning authority, then the Board of Directors shall provide the Owners and their Mortgagees written notice of any such proceeding or proposed acquisition.

14.2 Proceeds. All compensation, damages, or other proceeds therefrom (less the cost, if any, to the Association of recovering and paying out such proceeds including, without limitation, attorneys' fees and expenses, fees and expenses of appraisers and other consultants engaged by the Association in connection therewith), the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Board of Directors on behalf of the Association. The Board shall apportion the Condominium Award as required by this Section XIV.

14.3 Partial Versus Complete Taking. In the event that the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership thereof shall terminate. In the event that less than the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium ownership hereunder shall not terminate.

14.4 Allocation of the Condemnation Award. Except as provided in Section 14.7, each Owner shall be entitled to a share of the Condemnation Award from a partial or complete taking determined in the following manner:

14.4.1 Allocation of Award. As soon as practicable the Board of Directors shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds.

14.4.2 Apportionment Among Owners. Except as provided in Section 14.7 and Section 14.4.6 below, the Board of Directors shall apportion the amounts so allocated to the taking of or injury to the Common Elements excluding the Limited Common Elements which, in turn, shall be apportioned among Owners in proportion to their respective Allocated Interests. Any amount apportioned to the taking of or injury to Limited Common Elements shall be apportioned to the Owners of Units to which those Limited Common Elements were assigned

14.4.3 Severance Damages. The total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned.

14.4.4 Damage to a Unit, Unit Improvements. The respective amounts allocated to the taking of or injury to a particular Unit or its Unit Improvements shall be apportioned to the particular Unit involved.

14.4.5 Consequential Damages. The amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board determines to be equitable under the circumstances.

14.4.6 Agreed Allocation. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Board shall employ such allocation to the extent it is relevant and applicable.

14.4.7 Distribution of Proceeds. The Board of Directors shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. After first paying out of the respective share of each Owner, to the extent sufficient for the purpose, all Mortgages and liens on the interest of such Owner, the balance remaining in each share shall then be distributed to each Owner respectively.

14.5 Reductions of Condominium Upon Partial Taking. In the event that (a) a partial taking occurs which pursuant to Section 14.3 does not result in a termination of Condominium ownership hereunder, and (b) at least one (1) Unit is taken or condemned and (c) the condemning authority elects not to hold, use and own said Unit as an Owner subject to and in accordance with the Declaration, then the provisions of this Section 14.5 shall take effect immediately upon the condemning authority taking possession of the Unit or Units so taken or condemned.

14.5.1 Reduction of Declaration. The Units subject to this Declaration shall be reduced to those Units or partial Units not taken or condemned (or not sold or otherwise disposed of in lieu of or in avoidance thereof).

14.5.2 Reduction of Common Elements. The Common Elements subject to this Declaration shall be reduced to those Common Elements not taken or condemned.

14.5.3 Remnant of a Unit. Any remnant of a Unit remaining after part of such Unit was condemned such that the Unit may not practically or lawfully be used for a purpose not prohibited hereunder shall become a Common Element upon such condemnation.

14.5.4 Recalculation of Allocated Interests and Votes. The votes and Allocated Interests appurtenant to each Unit not so taken or condemned shall be reallocated in proportion to the relative votes and Allocated Interests of those remaining Units. Provided however, if a portion of any Unit is condemned, but the remaining portion of that Unit may still be practically and lawfully used for a purpose not prohibited hereunder, then the votes and Allocated Interests of that Unit as set forth on Exhibit B shall be reduced in the same proportion as the reduction in the gross floor area of the Unit resulting from the partial condemnation. In the later case, the votes and Allocated Interests shall be reallocated among all Units in proportion to their relative votes and Allocated Interests with the partial Unit participating on the basis of its reduced vote and Allocated Interest. In each case, the allocations shall be rounded such that the totals are 100.

14.5.5 Interest of Owner of Condemned Unit. Except with respect to the share of proceeds apportioned pursuant to Section 14.4, no Owner or Mortgagee of a Unit so taken or condemned (except for a Unit only partially condemned which may still be practically and lawfully used) shall have, nor shall there be appurtenant to any Unit so taken or condemned, any right, title, interest, privilege, duty or obligation in, to or with respect to the Association and any Unit or Common Elements which remain subject to this Declaration and which are not so taken or condemned.

14.5.6 Interest of Owners of Remaining Units. Except as otherwise expressly provided in Section 14.5, the rights, title, interests, privileges, duties and obligations of an Owner and Mortgagee in, to or with respect to a Unit not so taken or condemned (and in, to or with respect to the Association and the Common Elements appurtenant to said Unit) shall continue in full force and effect as provided in this Declaration.

14.5.7 This Section Binding. The provisions of Section 14.5 shall be binding upon and inure to the benefit of all Owners and Mortgagees. All such Owners, Mortgagees and other persons covenant to execute and deliver any documents, agreements or instruments (including appropriate amendments to the Declaration, Survey Map and Plans) as are reasonably necessary to effectuate the provisions of Section 14.5.

14.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section XIII above, provided that the Board of Directors may retain and apply such portion of each Owner's share of the Condemnation Award as is necessary to discharge said Owner's liability for any special Assessment arising from the operation of Section XIII.

14.7 Condemnation by the City of Burien. Notwithstanding any provision of this Declaration to the contrary, if within ten (10) years following final completion of the Condominium and recordation of this Declaration in the real property records of King County, Washington, the City of Burien determines to exercise its right of eminent domain over the Library Unit, the laws of the State of Washington, RCW 8.12 (Eminent Domain by Cities) shall apply to the City petition in eminent domain; provided, however that the value of the Library's interest in the Condominium shall be deemed to be equal to the fair market value of the Condominium plus the Library's share of costs incurred in the acquisition of the Property, and development costs associated with the design, development and construction of the Condominium.

## SECTION XV.
## MORTGAGEE PROTECTION

15.1 Priority of Mortgages. Notwithstanding all other provisions hereof and as provided in the Act, the liens created under this Declaration upon any Unit for Assessments shall be subject to real estate tax liens on the Unit in favor of any assessing authority or special use district and be subject to the rights of the secured party in the case of any indebtedness secured by Mortgages on any Unit which were made in good faith and for value. Where such Mortgagee or other purchaser obtains possession of a Unit, such possessor and his or her successors and assigns shall not be liable, except as otherwise provided in this Declaration, for the share of the Common Expenses or Assessments by the Association chargeable to such Unit which become due prior to such possession, but will be liable for the Common Expenses and Assessments accruing after such possession. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Owners including such possessor and his or her successor and assigns.

15.2 Abandonment of Condominium Status. Any action to terminate the legal status of the Condominium after substantial destruction or condemnation or for other reasons must be approved by the Mortgagee of the Condominium and Mortgagees who represent at least fifty-one percent (51%) of the votes of the Units that are subject to Mortgages.

15.3 Material Amendments to Declaration and Bylaws. The Association shall not make any amendments to the Declaration or Bylaws of a material adverse nature to Mortgagees, or approve any of those matters listed in Section 7.3.3, without in each instance obtaining the prior approval of the Mortgagee of the Condominium and those Mortgagees who represent at least fifty-one percent (51%) of the votes of the Units that are subject to Mortgages.

15.4 Implied Approval. A Mortgagee shall be deemed to have approved of any matter for which this Declaration or the Act requires their approval when the Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "Return Receipt" requested. In addition, with respect to any action requiring the consent of a specified number or percentage of Mortgagees, the consent of only eligible Mortgagees holding a first lien Mortgage need be obtained and the percentage shall be based upon the votes attributable to Units with respect to which eligible Mortgagees have an interest.

15.5 Effect of Declaration Amendments. Any provision of this Declaration conferring rights upon Mortgagees which is inconsistent with any other provision of Declaration or the Bylaws shall control over such other inconsistent provisions.

15.6 Written Notice. Where a Mortgagee (or any insurer or guarantor of such Mortgage) has filed a written request with the Board of Directors, for each such entity requesting notice, the Board of Directors shall:

15.6.1 Notice of Cancellation and Material Change. Provide written notice of any lapse, cancellation, failure to renew, reduction in coverage or limits, or other material modification of any insurance policy maintained by the Association.

15.6.2 Notice of Taking. Provide written notice of any condemnation or casualty loss affecting a material portion of the Condominium or the Unit securing such Mortgage.

15.6.3 Notice of Owner's Default. Provide written notice that an Owner/mortgagor of a Unit has for more than sixty (60) days failed to meet any obligation under the Declaration.

15.6.4 Notice of Meetings. Provide written notice of any proposed action which requires the consent of a specified percentage of Mortgagees.

15.7 Insurance Policy Terms. The insurance policy required under Section XII shall contain a standard Mortgagee clause which shall, if reasonably obtainable:

15.7.1 Reference to All Holders of Mortgages. Provide that any reference to a Mortgagee in such policy shall mean and include all holders of Mortgages covering any Unit in their respective order and preference, whether or not named therein;

15.7.2 Mortgagee's Interest not to be Invalidated. Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board of Directors or Owners or any persons under any of them;

15.7.3 Waiver of Certain Provisions. Waive any provision invalidating such Mortgagee clause by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy; any requirement that the Mortgagee pay any premium thereon; and any contribution clause.

15.8 Inspection of Books; Audited Financial Statements. Owners, potential purchasers, and holders, insurers, and guarantors of First Mortgages on any Unit ("Interested Parties") shall be entitled to inspect current copies of the Declaration, Bylaws, and any other rules concerning the Condominium and the books, records, and financial statements of the Association during normal business hours and under other reasonable circumstances. Upon the written request of the Interested Parties and subject to the provisions of Section 8.12 above, the Association shall provide such parties with an audited financial statement for the preceding fiscal year if an audited statement has been prepared. The financial statement shall be available within one hundred twenty (120) days of the Association's fiscal year-end.

## SECTION XVI.
## COMPLIANCE

16.1 Enforcement. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws, and the administrative rules and regulations made pursuant thereto as they may be lawfully amended from time to time. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Directors on behalf of the Owners. If the Board fails to act with reasonable diligence to enforce this Declaration, any aggrieved Owner may take all lawful enforcement action provided such Owner shall comply with those notice and mediation procedures stated in Section XXII below. Failure to comply shall also entitle the Board of Directors to recover any costs and reasonable attorneys' fees incurred by reason of such failure whether or not such activities result in suit being commenced or prosecuted to judgment. In addition, the Board of Directors shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

16.2 No Waiver of Strict Performance. The failure of the Board of Directors in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or of the Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of Directors of any sum from an Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of Directors of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors.

## SECTION XVII.
## EASEMENTS

17.1 In General. In addition to rights under the Act, the Units are benefited by those easements described in this Section. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law. All such easements shall be located as such features are located in the buildings as built, or as they may become located due to settling or repair or reconstruction.

17.2 Utility and Other Easements. The Board of Directors shall have the authority to grant permits, licenses and easements over the Common Elements for utilities, and other purposes reasonably necessary for the proper operation of the Condominium or to satisfy permit or development requirements related to the Condominium or any repair or restoration of the Condominium; provided that any proposed permit, license or easement which materially impacts access, ingress or egress to or from a Unit shall be subject to the prior consent and approval of the impacted Owner(s), which consent shall not be unreasonably withheld. All Owners and their respective customers and invitees shall have an easement over the Common Elements, including any staircases, elevators and walkways that are part of the Common Elements, as reasonably necessary for access to the public streets and for access to the Parking Garage. The Library Unit has an easement to install, operate, maintain, repair, replace and remove the Tsutakawa fountain outside the west entrance to the Condominium Building. The Association has an easement through the Units to construct, maintain, repair and reconstruct, the Common Systems and Facilities in their as-built location. This easement includes the right to entry as reasonably necessary provided the Association follows those notice requirements stated in Section 8.8 and complies with the Owner's reasonable requests relating to security and quiet enjoyment of the Unit by the Owner.

17.3 Association Functions. There is hereby reserved to the Association, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in the Declaration, the Bylaws, or the Association's rules and regulations.

17.4 Encroachments. Each Unit and all Common Elements are hereby declared to have an easement over all adjoining Units and Common Elements for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the improvements, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common Elements are partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units and Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit.

17.5 Right of Entry for Maintenance, Repairs, Emergencies or Improvements. Subject to compliance with the terms and conditions of any Lease requiring notice and compliance with security and confidentiality procedures, the Association shall have the right to have access to each Unit from time to time as may reasonably be necessary for maintenance, repair or replacement or improvement of any of the Common Elements accessible therefrom, or for making repairs necessary to prevent damage to the Common Elements or for any emergency situations. Except in the event of an emergency, the Association shall give reasonable advance notice to the affected Owner or the Person(s) occupying the Unit pursuant to any Lease.

17.6 Easement for Access to Common Systems and Facilities. Subject to compliance with the terms and conditions of any Leases requiring notice and compliance with security and confidentiality procedures, the Association shall have an easement for reasonable access through other Units to install, maintain, repair, replace and improve the Common Systems and Facilities to the extent the only practical access is through such other Units. Except in the event of an emergency, the Association shall give reasonable advance notice to the affected Owner or the Person(s) occupying the Unit pursuant to any Lease.

17.7 Easement for Lateral and Vertical Support. Each Unit and the Common Elements are burdened by an easement in favor of every other Unit for support to the extent any portion of the subject Unit or the Common Elements is necessary for lateral or vertical support, including engineering elements necessary for bearing, shear, or seismic purposes. Each Owner and the Association shall maintain any such structural elements which comprise a portion of its Unit or the Common Elements and shall not take or permit any modifications or other action which would undermine or adversely affect the structural integrity of the Common Elements or any other Unit without the consent of the Association and those Owners benefiting from such easement for support.

## SECTION XVIII.
## PROCEDURES FOR SUBDIVIDING OR COMBINING

18.1 Submission of Proposal to Subdivide Unit. No Unit or Units shall be subdivided either by agreement or legal proceedings, except as provided in this Section XVIII. An Owner may propose subdividing a Unit or Units by submitting the proposal in writing to the Board and to all other Owners and Mortgagees of the Unit to be subdivided or combined. Such proposal to subdivide must also be given to every First Mortgagee of any Unit in the Condominium. The proposal must include complete plans and specifications for accomplishing the subdivision and proposed amendments of this Declaration and the Survey Map and Plans which amendments shall be executed by the Owner of the Unit to be subdivided upon approval pursuant to Section 18.2, and which amendments assign an identifying number to each Unit created, and reallocate the Allocated Interests and liabilities formerly allocated to the subdivided Unit to the new Units in any reasonable manner prescribed by the Owner of the subdivided Unit. The Owner of the Unit to be subdivided shall bear all costs of the subdivision.

18.2 Approval Required for Subdivision. A proposal that contemplates subdivision of a Unit will be approved only if approved in writing by all Owners and Mortgagees of the Unit or Units to be subdivided, the Board and fifty-one percent (51%) of Eligible Mortgagees. The Board shall approve the Owner's proposal unless it is contrary to the restrictions stated in this Section. Upon approval, the Board shall prepare, execute and record an amendment to this Declaration and the Survey Map and Plans to accomplish the subdivision or combination.

## SECTION XIX.
## AMENDMENT OF DECLARATION, SURVEY MAP AND PLANS, ARTICLES OR BYLAWS

19.1 Procedures. The Declaration, the Survey Map and Plans, the Articles and the Bylaws may be amended only by unanimous vote or agreement of the Owners, as specified in this Section, and the consent of Eligible Mortgagees who represent at least fifty-one (51%) of the votes of Units subject to a First

Mortgage. An Owner may propose amendments to this Declaration, the Survey Map and Plans, the Articles or the Bylaws to the Board. The Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted only by a unanimous vote of the Owners and Eligible Mortgagees who represent at least fifty-one percent (51%) of the votes of Units that are subject to First Mortgages at a meeting of the Association or by written consent of all Owners and Eligible Mortgagees who represent at least fifty-one percent (51%) of the votes of Units that are subject to First Mortgages, after notice has been given to all persons (including Eligible Mortgagees) entitled to receive notices. Upon the adoption of an amendment and the obtaining of any necessary consents of Eligible Mortgagees, an amendment to the Declaration or the Survey Map and Plans will become effective when it is recorded or filed in the real property records of the county in which the Condominium is located. The amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. Such amendments shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose, or, in the absence of designation, by the president of the Association. No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one year after the amendment is recorded. An amendment to the Articles shall be effective upon filing the amendment with the Secretary of State. An amendment to the Bylaws shall be effective upon adoption.

19.2 Amendments to Conform to Construction. In addition, Declarant, upon Declarant's sole signature, may at any time until one year after the completion of all Common Element Improvements and Unit Improvements and punch list or warranty work, and the satisfaction of all permit or development conditions and requirements of lenders with regard to those improvements, file amendments to the Declaration and to the Survey Map and Plans to conform them to the actual location of those improvements, to establish, vacate and relocate utility easements, access easements, and dedicate portions of the Property for right of way purposes. Any such amendment need not otherwise comply with the requirements of this Section XIX.

## SECTION XX.
## TERMINATION OF CONDOMINIUM STATUS

The Condominium may be terminated voluntarily by the unanimous vote of the Owners and the approval of the percentage of Mortgagees specified in Section 15.2. Following termination, the Owners shall comply with the procedures, hold title to the real property formerly constituting the Condominium, and be entitled to disbursement of proceeds all as provided in RCW 64.34.268.

## SECTION XXI.
## RIGHT OF FIRST NEGOTIATION TO LEASE OR PURCHASE UNITS

21.1 Right of First Negotiation. Each Owner shall have a right of first negotiation to purchase or lease the other Owner's Unit as described herein ("Right of First Negotiation").

21.2 Sale or Lease Notice. If an Owner (the "Selling Owner") decides to sell or lease its Unit, then prior to accepting any other offer for the Unit to be sold or leased, such Owner shall notify the other Owner. The other Owner shall have sixty (60) days after receipt of such notice (the "Sale Notice" or "Lease Notice", as applicable) to reply in writing whether or not it is interested in purchasing or leasing the Unit, as applicable. If the other Owner fails to respond within such sixty (60) day period, such Unit Owner's Right of First Negotiation shall terminate with respect to any lease which is signed, or any sale by the Selling Owner which is closed, within two hundred forty (240) days after delivery of the Sale Notice or Lease Notice, as applicable. The Sale or Lease Notice shall include (i) a current title report for the Unit, and (ii) the amount of Assessments currently payable with respect to such Unit. The other Owner may by notice given within five

(5) days after receipt of the Sale Notice or Lease Notice, request any other documentation with respect to the Unit which is commonly made available to buyers or tenants of comparable Property and is within the Selling Owner's possession or control. The Selling Owner shall deliver such information to the requesting Owner and shall also provide access to the Unit for purposes of inspection and other due diligence activities.

21.3 Terms of Sale or Lease. If the other Owner ("Responding Owner") responds affirmatively to the Sale or Lease Notice within the sixty (60) day period, then Selling Owner shall submit either (a) a fully completed and executed purchase and sale agreement to sell the Unit, in the event of a proposed sale, or (b) a fully completed and executed lease agreement to lease the Unit in the event of a proposed lease, to the Responding Owner, and the Responding Owner shall have thirty (30) days following receipt of either the purchase and sale agreement or lease to reach agreement with Selling Owner on the terms and conditions of such sale or lease, including any modification of the terms thereof. If the parties do not enter into a signed purchase and sale agreement or lease, as applicable, within that thirty (30) day period, then Selling Owner may either sell or lease the Unit to any other person for a price which is not less than 95% of the purchase price or 95% of the base rent, as applicable, offered to the Responding Owner. If such a lease is not signed or such a sale is not closed within one hundred eighty (180) days after delivery of the Sale Notice or Lease Notice, as applicable, the Right of First Negotiation shall again come into effect. Any sale or lease shall be subject to all the terms and conditions of this Declaration, including the restrictions and limitations on use of the Unit. Each Owner acknowledges that any purchase or sale of a Unit shall also be subject to the purchasing and surplusing policies in effect from time to time of any Owner which is a public entity.

## SECTION XXII.
## DISPUTE RESOLUTION

If a dispute arises between the Owners concerning the performance of any provision of this Declaration or the interpretation thereof, the Owners agree to follow the procedure set forth herein. It is the goal of the Owner to resolve differences as early in this step-process as possible.

22.1 Step One – Informal Discussions. The designated representatives of each Owner who comprise the Board shall meet and attempt to resolve the dispute. This may involve more than one meeting.

22.2 Step Two – Written Notification and Resolution. If informal discussions are not successful, then the aggrieved Owner shall mail, via certified mail, written notice of dispute to the other Owner. The notice shall set forth the nature of the dispute and the desired outcome. A written response shall be provided by the recipient of the notice within ten (10) days' following receipt of the certified, mailed notice. The response to the notice shall include the respondent's version of the dispute and a proposed resolution. The parties shall meet within ten (10) business days following respondent's answer to determine whether the dispute can be resolved amicably. If the dispute is amicably resolved, the parties shall sign a memorandum of understanding with regards thereto.

22.3 Step Three – Mediation. If the Owners are unable to resolve their differences at Step Two, the Owners will endeavor to settle the dispute by mediation under such mediation rules as shall be agreeable to the Owners. Such Mediation will be non-binding but a condition precedent to having the dispute resolved pursuant to litigation below. Mediation shall commence, unless otherwise agreed, within thirty (30) days of an Owner's written request to the other Owner for mediation of a dispute. Any resolution of the dispute at this stage shall be reduced to writing and, if the resolution involves an interpretation of the Declaration herein, the Declaration herein shall be amended to include the interpretation. The mediator shall have no power to award damages or to order injunctive relief, to award attorneys' fees to either Owner or to require either Owner to take any action in violation of or exceeding its authority under applicable law. The role of the mediator shall be limited to attempting to mediate the dispute. The mediator shall not have authority to determine that a breach of this Declaration has occurred or to grant relief for a breach of the Declaration. All such matters shall be resolved in court proceedings.

22.4 Step Four – Litigation. In the event any action is brought to enforce any provision of this Declaration, the parties agree to be subject to exclusive in personam jurisdiction in the King County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively in King County.

## SECTION XXIII.
## MISCELLANEOUS

23.1 Notice. Except as may be specifically provided herein, all notices, requests, demands, statements, advice, Assessments, notifications and other communications contemplated hereunder or given pursuant hereto shall be in writing and shall be deemed given and effective when delivered personally, or twenty-four (24) hours after a copy has been deposited in the U.S. mail, first class postage prepaid. A notice to an Owner may be delivered to the address specified in a notice from that Owner or, in the absence of such a notice, to the address on file with the King County Assessor for sending property tax statements. All notices to the Library should be mailed to King County Library System, 960 Newport Way NW, Issaquah, Washington, Attn: Director of Facilities Management Services. A notice to the Association may be directed to the President or the Secretary of the Association at such officer's Unit or any other address specified in a notice from that officer.

23.2 Remedies Not Exclusive. No right or remedy conferred or reserved by this Declaration is exclusive of any other right or remedy, but each is cumulative, and shall be in addition to every other right or remedy given hereby or hereafter existing at law or equity or by statute.

23.3 Severability. If any term or provision of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, and the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent.

23.4 Effective Date. The Declaration shall take effect upon recording.

23.5 Governmental Rights. Notwithstanding any provision of this Declaration to the contrary, nothing contained herein is intended or shall be interpreted to diminish the governmental or police powers of any Owner so long as such Owner is a political subdivision or agency of the State of Washington, a municipal corporation or any other governmental entity.

23.6 Reference to Survey Map and Plans. The Survey Map and Plans were filed with the Recorder or Auditor of King County, Washington, simultaneously with the recording of this Declaration under File No. _____.

DATED this _____ day of _____, 2009.

**DECLARANT:**

**CITY OF BURIEN, a Washington municipal corporation, as tenant-in-common**

By: _____

Its: _____

**KING COUNTY RURAL LIBRARY DISTRICT d/b/a King County Library System, a rural library district and Washington municipal corporation, as tenant-in-common**

By: _____

Its: _____

STATE OF WASHINGTON )
) ss:
COUNTY OF KING )

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

DATED: _____, 2009.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment expires:_____

STATE OF WASHINGTON )
) ss:
COUNTY OF KING )

I certify that I know or have satisfactory evidence that _____is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged he is the _____ of KING COUNTY RURAL LIBRARY DISTRICT d/b/a KING COUNTY LIBRARY SYSTEM, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____, 2009.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment expires:_____

## EXHIBIT A

### Legal Description of Property

Certain real property situated in the City of Burien, King County, Washington, more particularly described as follows:

PARCEL A:

The Southeast quarter of the Southeast quarter of the Southwest quarter of the Northeast quarter of Section 19, Township 23 North, Range 4 East, W.M., in King County, Washington;
EXCEPT the South 30 feet thereof conveyed to King County for road purposes (SW 152nd Street) by deed recorded under Recording No. 597936;
AND EXCEPT that portion thereof conveyed to King County for 4th Avenue Southwest by deed recorded under Recording No. 8003060438.

PARCEL B

That portion of the East 140.00 feet of the North half of the Southeast quarter of the Southwest quarter of the Northeast quarter of Section 19, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the Northeast corner of Lot D, City of Burien Lot Line Adjustment No. PLA 05-1769, recorded under King County recording number 20051213900014, thence South 01°15'09" West 1.95 feet along the East line thereof to the South line of said North half;;
Thence North 89°41'00" West 126.76 feet along said South line to the West line of said East 140.00 feet and an angle point in the North line of said Lot D;
Thence North 01°14'18" East 2.08 feet along said West line to the South margin of Southwest 151st Street;
Thence North 89°38'05" East 126.76 feet along said South margin to the point of beginning.

Also known as Lot D, City of Burien Lot Line Adjustment No. PLA 05-1769 recorded in the official records of King County, Washington, under Recording No. 20051213900014.

## EXHIBIT B

### Description of the Units, Allocation of Interests and Votes

| Unit Designation | Floor Level | Unit Area | Votes | Allocated Interest |
|---|---|---|---|---|
| City Unit | Portion of 1, 3 | 15,104 sq. feet | 1 | 1/3* |
| Library Unit | Portion of 1-2 | 24,645 sq. feet | 2 | 2/3* |
| Totals | | 39,749 sq. feet | 100.00 | 100.00% |

**Note**: If Allocated Interests were determined on square foot bases Allocated Interests would be City 38% and Library 62%.

## EXHIBIT C

### Description of Limited Common Elements

The Limited Common Elements and easement areas are shown on the Survey Map and Plans to the extent feasible are further described as follows:

1. Signage. All Building and directional signage shall be a Common Element. Signage which identifies the Owner of a particular Unit only is a Limited Common Element assigned to the Unit it identifies. All signage is subject to applicable City of Burien ordinances and permit requirements.

2. Book Drop, Security Grill and Short-Term Parking. The book drop and three parking spaces located on the upper level of the Parking Garage which are identified on the Survey Map and Plans are Limited Common Elements allocated to the Library Unit. The security grill which separates the ground floor lobby from the Library Unit during hours when the Library is closed is a Limited Common Element allocated to the Library Unit. The parking spaces described in this paragraph may be marked by signage indicating such parking is limited to 15-minute parking..

3. Emergency Access. Stairways are Limited Common Elements assigned to the Unit for which they are primary access unless they are part of the Unit. All Units are benefited and burdened by a perpetual, nonexclusive easement over all stairways, corridors, exits and other access ways to the extent necessary to provide legal ingress and egress including fire and other emergency access under those codes applicable to the Condominium at the time the Common Element Improvements were permitted and constructed. The Owners whose Units or assigned Limited Common Elements are burdened by this easement may install panic hardware, emergency exit signage and other access restrictions to the extent the same comply with applicable codes governing required ingress and egress for those purposes and shall maintain all emergency signage, lighting, fire department access and other features required by applicable fire codes and other laws.

4. Art Work. The terrazzo floor in the ground floor lobby and the art glass panels installed on the ground floor which constitute part of the wall separating the Multipurpose Room from the ground floor lobby are Common Elements. The Tsutakawa fountain installed outside the west entrance to the Condominium building is personal property owned by the Library. To the extent the Tsutakawa fountain is treated as a fixture under Washington real property law, the fountain shall be a Limited Common Element assigned to the Library Unit. The artistic chandelier installed above the landing of the 3rd floor stairway leading to the City Unit (which stairway is a Limited Common Element assigned to the City Unit) is personal property owned by the City. To the extent such chandelier is treated as a fixture under Washington real property law, the chandelier shall be a Limited Common Element assigned to the City Unit.

5. Emergency Generator. The emergency generator located on the roof is a Limited Common Element assigned to the City Unit.

6. City Council Furniture and Equipment. The City Council podium, furniture and other equipment reserved for the exclusive use by the City Council during official meetings of the City Council and other City committees and the City of Burien television and audio visual equipment installed in the multipurpose room for exclusive use by the City for the recording and broadcasting of City Council meetings is a Limited Common Element allocated to the City Unit.

**CITY OF BURIEN**
**AGENDA BILL**

| | | |
|---|---|---|
| **Agenda Subject:** Discussion on Proposed Public Artwork Donation | | **Meeting Date:** June 1, 2009 |
| **Department:** Parks, Recreation and Cultural Services<br>**Contact:** Debbie Zemke, Recreation Manager<br>**Telephone:** (206) 988-3704 | **Attachments:** | **Fund Source:** N/A<br>**Activity Cost:** N/A<br>**Amount Budgeted:** N/A<br>**Unencumbered Budget Authority:** N/A |
| **Adopted Initiative:**<br>Yes No X | **Initiative Description:** N/A | |

**PURPOSE/REQUIRED ACTION:**
The purpose of this agenda item is to discuss the Arts Commission's recommendation for a planned donation of public artwork to honor longtime community leader Dick Dahlgard. Per policy, the City Council's approval of public artwork proposals is required.

**BACKGROUND (*Include prior Council action & discussion*):**
At the April 28, 2009 Arts Commission meeting, Burien business owner Jim Hughes presented his proposed concept for a bronze sculpture to honor Mr. Dahlgard. Mr. Hughes has commissioned local artist Phillip Levine to design and create the artwork. A wax model of Mr. Levine's sculptural design will be presented at the June 1 City Council meeting. Mr. Levine has created bronze sculptures for over thirty years. His work can be found from Washington to New York, with approximately 30 sculptures in public places in Western Washington alone. These sculptures include the "Dancer with a Flat Hat" on the University of Washington campus and "Walking with Logs" facing the West Seattle freeway.

The proposed sculpture will be installed outdoors in Downtown Burien at a location that is yet to be determined. The sculpture will be approximately 6 feet tall and 4 feet wide at its base. Cost for design, fabrication, installation, and a commemorative plaque will be approximately $30,000-$35,000. Funding will be solicited from private donors, after which the artwork will be donated to the City. The project may also be eligible for some of the City's matching neighborhood grant funding. Mr. Hughes is interested in having the Arts Commission discuss potential locations and determine where the best placement for the sculpture should be. Preliminary suggestions include locating the sculpture on 153rd Street, on 1st Avenue South in front of the old Dick's Camera store, in the next developmental area of Town Square, on one of the pre-determined artwork pedestrian spaces on the 152nd Street sidewalk, on 153rd Street, or in another high traffic area.

The Commission's Public Art committee will meet and make a final recommendation for artwork placement. Once funding is finalized, Mr. Levine is anticipating the artwork to be ready for installation within four months.

**OPTIONS (*Including fiscal impacts*):**
N/A

**Administrative Recommendation:** Accept the Dick Dahlgard sculpture proposal.

**Committee Recommendation:**

**Advisory Board Recommendation:** Accept Dick Dahlgard sculpture proposal.

**Suggested Motion:** None required.

| | |
|---|---|
| Submitted by: Debbie Zemke<br>**Administration** DZ/ml | Mike Martin<br>**City Manager** MM |
| **Today's Date:** May 27, 2009 | **File Code:** \\File01\records\CC\Agenda Bill 2009\060109pks-2 Artwork Donation Proposal.docx |

**CITY OF BURIEN**
**AGENDA BILL**

| | | |
|---|---|---|
| **Agenda Subject:** Update on Compliance with National Pollution Discharge Elimination System Permit issued January 15, 2007 | | **Meeting Date:** June 1, 2009 |
| **Department:** Public Works | **Attachments:** None | **Fund Source:** N/A<br>**Activity Cost:** N/A<br>**Amount Budgeted:** N/A<br>**Unencumbered Budget Authority: N/A** |
| **Contact:** Doug Lamothe, Interim Director | | |
| **Telephone:** (206) 439-3156 | | |
| **Adopted Work Plan Priority:** Yes No X | **Work Plan Item Description:** | |

**PURPOSE/REQUIRED ACTION:**
The purpose of this agenda item is for Council to receive an update and possibly hold a discussion on the status of NPDES permit compliance.

**BACKGROUND (*Include prior Council action & discussion*):**
In January of 2007, the State Department of Ecology issued the first National Pollution Discharge Elimination System (NPDES) permit for Phase II communities in Western Washington. The Phase II NPDES permit is intended to implement the Clean Water Act. Certain provisions of the permit must be implemented by the City in August of this year. Although the City already has certain regulations in place that comply with many of the requirements of the Phase II NPDES permit, City staff are updating those regulations to ensure full compliance with the Permit. This will include revisions to the enforcement provisions related to illicit discharges and revisions to the City Storm Water Manual. The City's Storm Water Manual must be deemed to be the equivalent of the Department of Ecology Storm Water Manual to achieve compliance with the NPDES permit. The King County Storm Water Manual has received an equivalency determination from the Department of Ecology and it is the recommendation of staff that the City adopt this manual as the City of Burien Storm Water Manual. One significant change will be the adoption of flow control standards that will increase detention requirements for development and redevelopment of property in the City. These changes will likely increase development and redevelopment costs. Another change will be the inclusion of low impact development (LID) as an alternative to detention requirements.

A draft ordinance is being prepared for discussion at the first Council meeting in July. In order to meet the deadline for compliance, the ordinance must be effective by no later than August 16, 2009.

**OPTIONS (*Including fiscal impacts*):**

N/A

**Administrative Recommendation:** Receive update.

**Committee Recommendation:** N/A

**Advisory Board Recommendation:** N/A

**Suggested Motion:** None required.

| | |
|---|---|
| Submitted by: Doug Lamothe<br>**Administration** | Mike Martin<br>**City Manager** |
| **Today's Date:** May 27, 2009 | **File Code:** R:/CC/Agenda Bill 2009/060109pw-1 illicit dischg NPDES permit compliance |

**CITY OF BURIEN**
**AGENDA BILL**

| | | |
|---|---|---|
| **Agenda Subject:** Proposed 2009-2010 Budget Amendment | | **Meeting Date:** June 1, 2009 |
| **Department:** Finance Department<br>**Contact:** Tabatha Miller, Finance Director<br>**Telephone:** (206) 439-3150 | **Attachments:**<br>1. Proposed Ordinance<br>2. Email Update | **Fund Source:** N/A<br>**Activity Cost:** N/A<br>**Amount Budgeted:** N/A<br>**Unencumbered Budget Authority:** N/A |
| **Adopted Work Plan Priority:** Yes No X | **Work Plan Item Description:** N/A | |

**PURPOSE/REQUIRED ACTION:** The purpose of this agenda item is to provide the Council with an opportunity to discuss the proposed 2009-2010 Budget Amendment.

**BACKGROUND** (***Include prior Council action & discussion***):

In response to the ongoing recession in the greater Puget Sound area, at the May 4, 2009 meeting staff suggested to the Council adjustments to the 2009-2010 biennial budget. The revisions include reductions in expenditures and in some cases service levels, reallocation of revenues to the general fund, and use of one-time discretionary fund balance. During that presentation, the Council asked staff to provide additional detailed information on each of the proposed adjustment.

At the May 11, 2009 Council Meeting, staff provided the Council with detailed information on each of the proposed adjustments, the amount of current budget vs. proposed reduction, impact to city services and strategies for minimizing the impact, when available. During that meeting the Council requested additional information which was provided via email on May 22, and is also included here as Attachment 2.

Unless directed otherwise, staff intends to ask Council to take formal action on the proposed budget amendment (Attachment 1) at the June 15, 2009 meeting. In order to provide Council with an ordinance that is consistent with Council direction and policy, we are asking the Council to provide staff with clear policy direction on the proposed adjustments and any additional amendments to incorporate into budget ordinance to be presented on June 15th.

**OPTIONS** (***Including fiscal impacts***):

N/A

**Administrative Recommendation**: Hold discussion on proposed Budget Amendment Ordinance #513.

**Committee Recommendation**: N/A

**Advisory Board Recommendation**: N/A

**Suggested Motion**: None required.

Submitted by: Tabatha Miller, Finance Director
**Administration** _____ **City Manager** _____

| | |
|---|---|
| **Today's Date**: May 22, 2009 | **File Code**: R:\CC\Agenda Bill 2009\060109ad-1 BudgetAmendmentDiscussion.docx |

# CITY OF BURIEN, WASHINGTON

## ORDINANCE NO. 513

**AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, AMENDING THE 2009-2010 BIENNIAL BUDGET OF THE CITY OF BURIEN, WASHINGTON TO ADJUST REVENUES AND APPROPRIATE EXPENDITURES TO THE CITY FUNDS FOR 2009 AND 2010**

WHEREAS, the City of Burien adopted the 2009-2010 Biennial Budget by Ordinance 500; and

WHEREAS, the economic climate of the Puget Sound and the economic outlook for Burien has changed subsequent to the Council's adoption of the 2009-2010 Budget and prudent financial policy requires downward adjustment of formal appropriations,

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

Section 1. The 2009-2010 Adopted Budget for the City of Burien for the period January 1, 2009 through December 31, 2010 is hereby amended as shown in Exhibit A, and described in Exhibit B and Exhibit C.

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 _____, 2009, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS _____ DAY OF _____, 2009.

CITY OF BURIEN

_____
Joan McGilton, Mayor

ATTEST/AUTHENTICATED:

_____
Monica Lusk, City Clerk

Approved as to form:

_____
Christopher Bacha
Kenyon Disend, PLLC
Interim, City Attorney

Filed with the City Clerk: May 28, 2009
Passed by the City Council:
Ordinance No. 513
Date of Publication:

## Exhibit A

The following exhibits illustrate the revised revenue and expenditure totals for all funds and bring current the totals for each fund previously reported in Ordinance 500:

| Fund Name | Beginning Fund Balance | Revenues | Transfers In | Total Resources |
|---|---|---|---|---|
| General | 3,768,613 | 31,439,000 | 299,000 | 35,506,613 |
| Street | 306,291 | 3,787,000 | - | 4,093,291 |
| Surface Water Management | 305,463 | 3,634,000 | - | 3,939,463 |
| Public Works Reserve | 6,424 | 819,924 | - | 826,348 |
| Equipment Reserve | 302,302 | 15,000 | 370,000 | 687,302 |
| Art in Public Places | 46,973 | 1,870 | 15,000 | 63,843 |
| Capital Projects Reserve | 489,412 | 2,370,000 | - | 2,859,412 |
| Debt Service | (61,084) | 232,000 | 2,370,950 | 2,541,866 |
| Town Square Capital Project | 6,998,477 | 1,367,000 | 815,265 | 9,180,742 |
| Parks and General Fund Capital Projects | 2,596,454 | 1,970,148 | - | 4,566,602 |
| Transportation Capital Projects | 35,716 | 625,000 | 750,500 | 1,411,216 |
| Total | $14,795,041 | $46,260,942 | $4,620,715 | $65,676,698 |

| Fund Name | Expenditures | Transfers Out | Ending Fund Balance | Total Uses |
|---|---|---|---|---|
| General | $32,742,413 | $370,000 | 2,394,200 | $35,506,613 |
| Street | 3,066,223 | 900,000 | 127,068 | 4,093,291 |
| Surface Water Management | 2,283,975 | 1,357,261 | 298,227 | 3,939,463 |
| Public Works Reserve | - | 815,000 | 11,348 | 826,348 |
| Equipment Reserve | 162,800 | - | 524,502 | 687,302 |
| Art In Public Places | 10,000 | - | 53,843 | 63,843 |
| Capital Projects Reserve | - | 2,370,950 | 488,462 | 2,859,412 |
| Debt Service | 2,541,422 | - | 444 | 2,541,866 |
| Town Square Capital Project | 10,622,331 | - | (1,441,589) | 9,180,742 |
| Parks and General Fund Capital Projects | 3,099,874 | 15,000 | 1,451,728 | 4,566,602 |
| Transportation Capital Projects | 1,396,684 | - | 14,532 | 1,411,216 |
| Total | $55,925,722 | $5,828,211 | $3,922,765 | $65,676,698 |

**Exhibit B**

Ordinance 513 amends the 2009-2010 Budget in the following funds:

**GENERAL FUND 001**

Beginning Fund Balance: An increase of $442,972. With the closing of the books for 2008, $442,972 additional fund balance was recognized.

Revenues: A net decrease of $1,887,400. This decrease in revenue is attributed to decreased projections for sales tax revenue ($1,387,000), business & occupation taxes ($200,000), utility taxes ($412,000), license & permits ($300,000), fees for service ($503,000), gambling taxes ($511,000), and miscellaneous income ($40,000). Two additional revenue sources are re-appropriated from the Street Fund to the General Fund, cable franchise fees ($732,800) and garbage utility taxes ($732,800).

Expenditures: A net decrease of $810,613. This includes additional expenditures for litigation attorneys fees ($800,000), operations and maintenance on the new City Hall Facility and the New Community Center facility ($172,500), miscellaneous expenditures ($34,583), and reductions to expenditures for office supplies ($49,817), professional services ($560,744), travel ($19,433), King County Sheriff's Contract ($580,000), employee benefits and salary ($404,254), community support ($81,600), memberships & associations ($41,848), intergovernmental charges ($34,583) and economic development activities moved to Street Fund ($80,000).

Ending Fund Balance: A decrease of $633,815 to reflect the net effect of the adjustments noted above.

**STREET FUND 101**

Beginning Fund Balance: An increase of $208,360. With the closing of the books for 2008, $208,360 additional fund balance was recognized.

Revenues: A net decrease of $1,465,600. This decrease is attributed to moving the cable franchise fees ($732,800) and garbage utility taxes from the Street Fund to the General Fund ($732,800).

Transfers Out: A decrease of $1,249,678. This decrease is attributed to moving revenue out of the Street Fund, resulting in a decrease in the funds available to transfer to the Transportation Capital Improvement Program.

Ending Fund Balance: A decrease of $7,562 to reflect the net changes noted above.

**SURFACE WATER MANAGEMENT FUND 104**

Beginning Fund Balance: An increase of $221,997. With the closing of the books for 2008, $221,997 additional fund balance was recognized.

Revenues: A decrease of $13,125. This decrease is attributed to reduced interest revenue ($13,125).

Ending Fund Balance: An increase of $208,872 to reflect the net changes noted above.

**PUBLIC WORKS RESERVE FUND 106**

Beginning Fund Balance: A decrease of $122,240. With the closing of the books for 2008, $122,240 less fund balance was recognized.

Revenues: A decrease of $1,189,076. This decrease is attributed to decreased real estate excise tax revenue ($1,189,076).

Transfers Out: A decrease of $1,320,000. This decrease is attributed to decreased funds available to transfer to the Debt Service and Town Square Capital Project.

Ending Fund Balance: An increase of $8,684 to reflect the net changes noted above.

**EQUIPMENT RESERVE FUND 107**

Beginning Fund Balance: A decrease of $37,097. With the closing of the books for 2008, $37,097 less fund balance was recognized.

Revenue: A decrease of $20,000. This decrease is attributed to the decrease in interest revenue ($20,000).

Ending Fund Balance: A decrease of $57,097 to reflect the net changes noted above.

**CAPITAL PROJECTS RESERVE FUND 115**

Beginning Fund Balance : An increase of $41,683 With the closing of the books for 2008, $41,683 additional fund balance was recognized.

Transfers Out: An increase of $1,646,968 in transfers to the Debt Service Fund to provide for debt payments originally budgeted as a transfer from the Public Works Reserve Fund.

Ending Fund Balance: A decrease of $1,605,285 to reflect the net changes noted above.

**ART IN PUBLIC PLACES FUND 113**

Beginning Fund Balance: A decrease of $1,054. With the closing of the books for 2008, $1,054 less fund balance was recognized.

Revenues: A decrease of $2,130. This decrease is attributed to a decrease in interest revenue ($2,130).

Ending Fund Balance: An increase of $3,184 to reflect the net changes noted above.

**DEBT SERVICE FUND 201**

Beginning Fund Balance: A decrease of $350,816. With the closing of the books for 2008, $350,816 less fund balance was recognized.

Transfers In: An increase of $327,233. Resulting from the decrease in fund balance in 2008.

Ending Fund Balance: A decrease of $23,583 to reflect the net changes noted above.

**TOWN SQUARE CAPITAL PROJECT FUND 314**

Beginning Fund Balance: An increase of $6,332,963. With the closing of the books for 2008, $6,332,963 additional fund balance was recognized.

Revenue: A decrease of $2,104,893. The net result of receiving grant revenue in 2008 instead of 2009 ($904,893), and revenue from a land sale ($1,200,000) that is not planned to happen in 2009 or 2010 due to economic climate.

Ending Fund Balance: A decrease of $1,441,589 to reflect the changes noted above.

**PARKS & GENERAL GOVERNMENT CAPITAL PROJECT FUND 317**

Beginning Fund Balance: An increase of $363,503. With the closing of the books for 2008, $363,503 additional fund balance was recognized.

Revenue: A decrease of $31,060, reflecting a reduction in interest revenue.

Ending Fund Balance: An increase of $394,563 to reflect the changes noted above.

**TRANSPORTATION CAPITAL PROJECT FUND 318**

Beginning Fund Balance: A decrease of $10,284. With the closing of the books for 2008, $10,284 less fund balance was recognized.

Revenue: A decrease of $5,442,001. This decrease is the result of grant funding that may not be available to Burien for Phase 2 of the 1st Avenue South project.

Transfers In: A decrease of $2,349,678. A transfer budgeted for 2009 occurred in 2008 ($1,100,000) and reduced revenue sources in the Street Fund reduced the amount available to transfer to the Transportation Capital Project Fund ($1,249,678).

Expenditures: A decrease of $7,407,400. The decrease is due to lost revenue sources for the 1st Avenue South ($7,167,001) Phase 2 project and the Street Overlay project ($240,399).

Ending Fund Balance: A decrease of $394,563 to reflect the changes noted above.

## Exhibit C

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

Difference from 2000-2010 Budget Amendment and 2000-2010 Adopted Biennial Budget

**2009-2010 Budget Adjustments to the 2009-2010 Revenue Summary -- All Funds**

| Fund Name | Changes to Beginning Fund Balance | Changes to Revenues | Changes to Transfers In | Changes to Total Resources |
|---|---|---|---|---|
| *General* | *442,972* | *(1,887,400)* | - | *(1,444,428)* |
| *Street* | *208,360* | *(1,465,600)* | - | *(1,257,240)* |
| *Surface Water Management* | *221,997* | *(13,125)* | - | *208,872* |
| *Public Works Reserve* | *(122,240)* | *(1,189,076)* | - | *(1,311,316)* |
| *Equipment Reserve* | *(37,097)* | *(20,000)* | - | *(57,097)* |
| *Art in Public Places* | *(1,054)* | *(2,130)* | - | *(3,184)* |
| *Capital Projects Reserve* | *41,683* | - | - | *41,683* |
| *Debt Service* | *(350,816)* | - | *327,233* | *(23,583)* |
| **Capital Projects** | | **Changes to Revenues** | **Changes to Transfers In** | **Changes to Total Resources** |
| *Town Square Capital Project* | *6,332,963* | *(2,104,893)* | - | *4,228,070* |
| *Parks and General Fund Capital Projects* | *363,503* | *693,812* | - | *1,057,315* |
| *Transportation Capital Projects* | *(10,284)* | *(5,442,001)* | *(2,349,678)* | *(7,801,963)* |
| *Total* | *7,089,987* | *(11,430,413)* | *(2,022,445)* | *(6,362,871)* |

**2009-2010 Budget Adjustments to the 2009-2010 Expenditure Summary -- All Funds**

| Fund Name | Changes to Expenditures | Changes to Transfers Out | Changes to Ending Fund Balance | Changes to Total Uses |
|---|---|---|---|---|
| *General* | *(810,613)* | - | *(633,815)* | *(1,444,428)* |
| *Street* | - | *(1,249,678)* | *(7,562)* | *(1,257,240)* |
| *Surface Water Management* | - | - | *208,872* | *208,872* |
| *Public Works Reserve* | - | *(1,320,000)* | *8,684* | *(1,311,316)* |
| *Equipment Reserve* | - | - | *(57,097)* | *(57,097)* |
| *Art In Public Places* | - | - | *(3,184)* | *(3,184)* |
| *Capital Projects Reserve* | - | *1,646,968* | *(1,605,285)* | *41,683* |
| *Debt Service* | - | - | *(23,583)* | *(23,583)* |
| **Capital Projects** | **Changes to Expenditures** | **Changes To Transfers Out** | **Changes to Changes In Local Funding** | **Changes to Total Uses** |
| *Town Square Capital Project* | *5,669,659* | - | *(1,441,589)* | *4,228,070* |
| *Parks and General Fund Capital Projects* | *270,666* | - | *786,649* | *1,057,315* |
| *Transportation Capital Projects* | *(7,407,400)* | - | *(394,563)* | *(7,801,963)* |
| *Total* | *(2,277,688)* | *(922,710)* | *(3,162,473)* | *(6,362,871)* |

ATTACHMENT 2

**Tabatha Miller**

| | |
|---|---|
| **From:** | Tabatha Miller |
| **Sent:** | Friday, May 22, 2009 4:39 PM |
| **To:** | Gordon Shaw; Joan McGilton; Kathy Keene; Lucy Krakowiak; Rose Clark; Sally Nelson; Sue Blazak; Sally Nelson |
| **Cc:** | Mike Martin |
| **Subject:** | Misc. Budget Information |

Council Members,

At the May 15th Council Meeting, additional information relating to the potential budget adjustments was requested. In response:

**Economic Development Memberships**

**Southside Business Attraction Program**

The SKCEDI (Southwest King County Economic Development Initiative) Business Attraction Program was initiated in 2008 jointly by the cities of Burien, Des Moines, SeaTac, Tukwila, King County and the Port of Seattle to promote our geographic area as a business friendly location. Funding was provided by the members and grants from the EDA (Federal Economic Development Administration) Mr. Loman, Economic Development Manager, believes that funding for 2010 could be suspended for this program without significant loss. The website, business forum and other promotional materials and activities can, at least partially, cover the services provided by this group.

2010 Budget Savings: $15,000

**Enterprise Seattle**

Enterprise Seattle is a very large (member wise) regional economic development organization funded by dozens of cities, King County, Puget Sound Regional Council and various private companies (Boeing, Pac Car, Microsoft etc). Their mission is to attract business to Puget Sound, create job opportunities and diversify the tax base. While they have a credible overall record, nothing note worthy has trickled down to Burien. In response to the budget situation, Mr. Loman recommends suspending funding in 2010 for this program.

2010 Budget Savings: $5,305

**Economic Development Marketing**

Funds appropriated for producing and updating pamphlets, brochures and other promotional activities. Mr. Loman believe that funding for 2010 could be reduced to $8,000 by relying on marketing materials in stock and reducing promotional events.

2010 Budget Savings $17,000

**Hotel Site Development Costs**

Funding to attract interest in development of a hotel in Burien has been provided in the budget. In light of the current economic environment, this program can be suspended until a time when this proposal is more attractive to potential developers.

2010 Budget Savings: $5,000

In response to the targeted budget adjustment, Mr. Loman has suggested budget reductions totaling $42,305. However, he feels strongly that we continue to fund, at present levels, Discover Burien, SW King County Chamber of Commerce and the SKCEDI sponsored Small Business Development Office.

**Reduction to Lobbying Efforts**

**State**

To reduce 2009 expending by $5,000, Mr. Doubleday suggested that work be eliminated in June and three weeks during late July & August when the Legislature is out of session.

For 2010, $10,000 could be eliminated by reducing or eliminating work done during the three summer months when the Legislature is not in session.

**Federal**

Our contractual agreement with the federal firm has been to pay a set monthly fee for services provided. The result is that in busier months, the firm's net hourly rate is less than their "rack rate" and in slower months it is more than the "rack rate." By reducing that contract to an hourly basis, Burien will only pay for hours worked. However, staff will need to be conscious of balancing project focus and Burien's best interests when directing workload.

Burien has historically benefited from federal funding as outlined below:

- Town Square Project

  - $4 million in SAFETEA-LU funds for Town Square project road and pedestrian improvements (2005) - ($2.5 million Murray; $1.5 million Cantwell)

- Transit Center/Transit Oriented Development

  - $1,000,000 in FY03 Transit funding for Transit Center ($ actually allocated to Metro for the Burien Transit Center) (Murray)

  - $2,000,000 in FY04 for Transit Center/TOD (Murray)

- SR 518/509

  - $2,000,000 in FY 04 for SR509/SR518 Interchange planning (Murray)

  - $1,500,000 in FY 05 for SR509/SR518 Interchange planning (Murray)

  - $4,000,000 in SAFETEA-LU for SR518/509 interchange AND additional eastbound travel lane on SR518 ($ mostly for the additional travel lane) - (combo McDermott/ Smith funding)

- $800,000 in SAFETEA-LU for SR518/509 interchange AND additional eastbound travel lane on SR518 ($ mostly for the additional travel lane) - (combo McDermott/ Smith funding)

- Burien Senior Center

  - $100,000 in FY04 for Burien land acquisition (Cantwell)

  - $200,000 in FY05 for Burien Senior Center (Smith)

- Seahurst Beach Restoration Project

  - $1,000,000 in FY04 US Army Corps funding for $1.5 million nearshore restoration
  - $1,800,000 in ARRA FY10 (Economic Recovery) funding for Seahurst, Phase 2 (Corps request)

- Emergency Communications Equipment

  - $150,000 in FY09 COPS Technology funding (Murray, McDermott)

- Aviation Reauthorization Legislation

  - Amending language in 2006 FAA reauthorization expanded eligibility for what "Noise" funds may be spent on, to include businesses as well as residential buy-outs.

  - Amending language in current (2009) reauthorization will create a new $20 million National Pilot Program on Airport Land Redevelopment (known as "the Burien amendment") (Cantwell).

- OTHER – Pending Requests:

  - $2,000,000 (FY10 Appropriations Request) for 1st Avenue South, Phase 2 Improvements

  - $4,000,000 (SAFETEA-LU Reauthorization) for design/engineering of SR 518/Des Moines Memorial Drive interchange

  - $150,000 in FY09 COPS Technology funding (Murray, McDermott)

## Attorney Cost Reduction from Reduced Council Meetings

Reducing regular City Council Meetings and Work Sessions from four per month to three during the September to May period will result in an estimated direct savings in attorney's fees of $615 per meeting or $5,535 annually. Additionally, there will be savings in other staff time that can be reallocated to other City priorities.

**Burien Staff Cost for a Council Meeting**

| | | |
|---|---|---|
| City Clerk | $ | 254.22 |
| City Attorney | $ | 615.00 |

| | | | |
|---|---|---|---|
| City Manager | $ | | 228.84 |
| Department Head | $ | | 137.54 |
| | $ | | 1,235.60 |
| Annual Meetings Eliminated | | X | 9 |
| Total | $ | | 11,120.40 |

**Strawberry Festival**

Beginning in 2009, additional funding was provided to the Strawberry Festival to alleviate the growing staffing burden and provide more professional management of areas of the festival not within the expertise of staff. Over the years, the city department had taken on more responsibility for organizing and managing an expanding festival without expanded staff. One of the 2008 accomplishments of the department was to "Expanded activities of the Burien Strawberry & Arts Festival." In 2009 additional funds were budgeted to provide for a professional firm to manage the vendors associated with the festival and to hire a contractor to attract more sponsorship dollars. Due to the economic climate, sponsorships for 2009 were not pursued and may not be pursued in 2010.

Scaling down the festival in 2010 could be accomplished in a number of ways:

1. Reducing the number of stages, currently three.
2. Reducing the number of performers (both stage and roaming).
3. Reducing the number of days the festival runs.
4. Eliminating or reducing the inflatables portion of the festival.

The PARCS Department is working on a detailed plan to reduce their department expenditures in 2010 to proposed levels and reviewing the Strawberry Festival is part of that project. We will share details w/ Council when completed.

Please let me know if you have any questions regarding the information outlined above.

Happy Memorial Day,

**Tabatha Miller**
Finance Director
City of Burien
15811 Ambaum Blvd SW, Suite C
Burien, WA 98166-3066
www.burienwa.gov
(206) 439.3150