

## CITY COUNCIL MEETING AGENDA

June 15, 2009

7:00 p.m.

Burien City Hall, Council Chambers  
400 SW 152<sup>nd</sup> Street, 1<sup>st</sup> Floor  
Burien, Washington 98166

PAGE NO.

<b>I. CALL TO ORDER</b>		
<b>II. EXECUTIVE SESSION</b>		
<b>III. PLEDGE OF ALLEGIANCE</b>		
<b>IV. ROLL CALL</b>		
<b>V. AGENDA CONFIRMATION</b>		
<b>VI. PUBLIC COMMENT</b>	To receive comments on <i>topics other than public hearing topics</i> . Individual will please limit their comments to three minutes, and groups to five minutes.	
<b>VII. CORRESPONDENCE FOR THE RECORD</b>		
	a. Email Dated May 26, 2009, from Stacy Colombel Regarding Items for Your Council Meetings.	3.
	b. Email Dated May 31, 2009, from Tom Usher Regarding Noise Pollution with Response from Jenn Ramirez Robson, Management Analyst.	5.
	c. Email Dated June 5, 2009, from Andy Ryan Regarding Bike Route.	9.
<b>VIII. PRESENTATIONS</b>		
	a. Presentation of Civic Award to City by Luis Navarro, Board President, U.S. Mexico Chamber of Commerce, Pacific Northwest Chapter.	
	b. Review of City of Burien Fireworks Ban.	
<b>IX. CONSENT AGENDA</b>		
	a. Approval of Vouchers: Numbers 22314 - 22469 in the Amount of \$1,513,675.61.	11.
	b. Approval of Minutes: June 1, 2009.	31.
<b>X. BUSINESS AGENDA</b>		
	a. City Manager's Report.	35.
	b. Review of Council Proposed Agenda Schedule.	79.
	c. Discussion of Draft Resolution to Become a Cascade Agenda City.	83.
	d. Update on Transportation Benefit District Formation.	95.
	e. Motion to Appoint Members to Prepare Pro and Con Statements for the Proposed North Highline South Annexation Area Ballot Measure.	109.
	f. Motion to Adopt Ordinance No. 513, Amending the 2009-2010 Biennial Budget and Discussion.	111.

### COUNCILMEMBERS

Joan McGilton, Mayor  
Kathy Keene

Sue Blazak, Deputy Mayor  
Lucy Krakowiak

Rose Clark  
Gordon Shaw

# CITY COUNCIL AGENDA

June 15, 2009

Page 2

2

<b>X. BUSINESS AGENDA (Continued)</b>	<b>g. Motion to Authorize the City Manager to Execute Condominium Declaration and Operating Agreement.</b>	<b>131.</b>
	<b>h. Motion on Proposed Public Artwork Donation.</b>	<b>207.</b>

## **XI. COUNCIL REPORTS**

## **XII. ADJOURNMENT**

**From:** on behalf of Council  
**To:** Stacy Colombel  
**Subject:** RE: items for your council meetings

Thank you for your message. It is being forwarded to the City Councilmembers.

L. Clausen  
City of Burien

---

**From:** Stacy Colombel [mailto:sacolombel@zipcon.com]  
**Sent:** Tuesday, May 26, 2009 4:51 PM  
**To:** Council  
**Subject:** items for your council meetings

To Council:

Put me on the list of citizens who want you to remove Mike Martin. He is not acceptable to be the head of Burien. He cannot make rational decisions as he continues to refuse to acknowledge his alcoholism and the consequent terrible effects when he is driving. It does affect the appearance of Burien when we have someone who has had Serious ! charges against him several times. He has been given too many chances and is not giving us a professional appearance.

On another subject, I am amazed that Burien is the only westside city who do not have Food Drives for Burien- and the food bank in White Center is not near most citizens. Please try to obtain a food bank and emergency location in the middle of Burien.  
thank you

Stacy Colombel

*CFTR 6/15/09*



**Lisa Clausen**

---

5

**From:** Jenn Ramirez Robson  
**Sent:** Monday, June 08, 2009 9:57 AM  
**To:** Tom Usher  
**Cc:** Sue Blazak; Rose Clark; Kathy Keene; Lucy Krakowiak; Joan McGilton; Sally Nelson; Gordon Shaw; Council  
**Subject:** RE: Noise Pollution

Thank you for your message. It will be included in the Council's Correspondence for the Record.

**Jenn Ramirez Robson**  
Management Analyst  
Burien City Manager's Office  
desk: 206-439-3165  
cell: 206-391-1855  
[JenniferR@BurienWA.gov](mailto:JenniferR@BurienWA.gov)

---

**From:** Tom Usher [mailto:Tom@realliberalchristianchurch.org]  
**Sent:** Friday, June 05, 2009 6:09 PM  
**To:** Jenn Ramirez Robson  
**Cc:** Sue Blazak; Rose Clark; Kathy Keene; Lucy Krakowiak; Joan McGilton; Sally Nelson; Gordon Shaw  
**Subject:** Re: Noise Pollution

Hello Jenn Ramirez Robson,

Thank you for your reply.

I was provided the results of last year's Community Assessment Survey and did note that noise pollution was not high on the list. However, the City should take into account that most of Burien is not a high-traffic area. The worst of the noise pollution is clustered around only several high-traffic areas where vehicles are picking up or decreasing speed entering and exiting the freeway. Law enforcement need not cover the whole City full time concerning this issue, far from it. Focusing upon the freeway and especially freeway interchanges during peak time for offenders would go a long way in reducing the extreme noise for those living near those interchanges. Yes, those are low-rent and low-residential-property-value neighborhoods, but they should not be given lower priority on account of that, not to suggest that that's a conscious decision by the Council, as I suspect they don't think that way but care about all of Burien's citizens regardless of personal net worth.

Now, I understand the survey not returning noise pollution as a top concern; but **it was not one of the questions asked**. I had to volunteer it. Many citizens answering a survey would not add their own concerns. Concerning those who would/did, how many live near an interchange? Even if noise pollution were on the survey, the question would have to be cross-tabulated (ask the surveyor about cross-tabs if you are unfamiliar with that area of statistical analysis) with the respondent's geographical location vis-a-vis the interchanges for instance. If memory serves, the only geographical question was which side of Ambaum do I live on. I don't believe the City is attempting to run the government by survey results from a survey that didn't anticipate (didn't contain a noise pollution question) highly clustered, often extreme, vehicular noise-pollution problems. At least it shouldn't be.

As for the helicopters, I appreciate your reply but do want to emphasize that **the pattern** has not been associated with any police cars in the area or sirens or search lights (although I know they have other sensor-technology). I am originally from a big city and an area where the helicopters were much more frequent and the

"trouble" was always apparent by associated activity. Therefore, I do believe that most incidences of low-flying helicopters has not been on account of immediate possible criminal or other emergency activity. It is not what I wish to, or wished to, emphasize in my original email, but did feel a need for further clarification based upon your reply. 6

You wrote:

I like your idea of education vs. enforcement and that may be something we look at in the future. We will also keep our eye on the experience that the City of Kennewick has with their current noise crackdown initiative.

The only word there I would rather not have seen is "may." In addition, "the future" is completely open-ended. My feeling is that I'm not sure at this point that you are fully appreciating the degree to which some vehicle operators are deliberately working to harm residents. It is also worse this year than last. Both volume and frequency have gone up.

I do hope that you contact the City of Kennewick right away to ask them why they saw the need and what they are finding already concerning their efforts.

This is not an expensive or time-consuming proposition, as some visibility and a few warning tickets will set the word spreading within the circle of street racers, etc. A note in the City's newsletter mailer and a few other simple steps could go a long way in getting adults to train and curb a number of responsive teen drivers.

This should not be something the City **may** look at in the future. It should be something the City looks at right now with an eye to simply beginning some quick, easy, cheap, remedial efforts.

Thank you though especially for focusing upon education versus fines. Repeat offenders is something I leave to the City.

There are laws on the books now about noise. Those laws aren't being enforced that I can hear.

Thank you again. I trust the frankness of my reply gives no offense. It certainly isn't intended.

Tom Usher

Burien Resident/Citizen

----- Original Message -----

**From:** Jenn Ramirez Robson

**To:** [Tom@realliberalchristianchurch.org](mailto:Tom@realliberalchristianchurch.org)

**Cc:** Council Members ; Mike Martin

**Sent:** Friday, June 05, 2009 5:01 PM

**Subject:** RE: Noise Pollution

Dear Mr. Usher:

Thank you for your correspondence regarding noise pollution in Burien. I am happy to respond to your concerns on behalf of the City Council.

I am pleased to hear that you were able to participate in our Community Assessment Survey last year. We have found that to be a valuable tool in learning what matters to our residents. You may be interested to know that, while we do receive a variety of noise complaints from time to time, it was not an issue that rose to the top of the list of challenges facing the city. If you would like to review the results of that survey you can go to [www.burienwa.gov](http://www.burienwa.gov) and enter "community assessment survey" in the search box.

In your email you mentioned noise from low-flying circling helicopters. You are correct that the source, in most cases, would be the King County Sheriff's Office helicopter responding to an incident in the area. Admittedly it is not always easy to see that it is tied to police activity but in reality we are very lucky to have such a resource available to our local public safety responders.

You also mentioned a number of "public nuisance" noise sources coming from vehicles. These are some of the most challenging noise complaints for law enforcement to address. I like your idea of education vs. enforcement and that may be something we look at in the future. We will also keep our eye on the experience that the City of Kennewick has with their current noise crackdown initiative.

Again, I would like to thank you for writing the City Council with your concerns regarding noise pollution. While addressing noise issues is not on our current city work plan it may be something that the City Council looks at in the future.

Best regards,

**Jenn Ramirez Robson**  
Management Analyst  
Burien City Manager's Office  
desk: 206-439-3165  
cell: 206-391-1855  
[JenniferR@BurienWA.gov](mailto:JenniferR@BurienWA.gov)

---

**From:** Tom Usher [Tom@realliberalchristianchurch.org]  
**Sent:** Sunday, May 31, 2009 12:14 AM  
**To:** Sue Blazak; Rose Clark; Kathy Keene; Lucy Krakowiak; Joan McGilton; Sally Nelson; Gordon Shaw  
**Subject:** Noise Pollution

Hello,

In general, I like Burien. I also believe you people on the City Council are earnestly trying to do a good job for the sake of all in Burien.

Last year, I participated in the phone survey. One of the issues I raised was noise pollution. If memory serves, I raised several aspects; but I'd like to revisit the issue in a slightly more formal manner, hence this email to the whole council.

I not what you would consider an expert in noise pollution, but I believe it has become common knowledge that noise pollution is unhealthful. A simple Google search on noise pollution and health

<http://www.google.com/search?hl=en&rls=en&hs=skJ&num=100&newwindow=1&q=%22noise+pollution%22+and+health&btnG=Search&aq=f&oq=&aqi=>

brings up plenty to chew on. My understanding is that noise pollution is directly associated with a number of illnesses: hearing loss, lowering IQ's (particularly for developing children -- Burien's future), increasing blood pressure, promoting heart, disease and much more.

Now, Burien has the airport nearby and has addressed that issue, although it lacks the power to abate all the noise. Occasionally, there is a circling helicopter that seems to fly lower than necessary, is very loud by modern helicopter standards, and circles sometimes for over an hour. That is something Burien

might be able to track down and abate. If it is a police helicopter, it never seems to be associated with any other police in the area.

8

Burien though is home to a number of other artificial and wholly unnecessary and unreasonable sources of noise pollution. The ones that stand out are loud stereos in vehicles, especially those using subwoofers with the base turned up and playing thudding hip-hop. Another source are the street-racer cars. A third are the semi-chopper motorcycles and higher-pitched street racing motorcycles. Those all seem to be the worst offenders.

There are, of course, loud commercial and work vehicles, but those are not deliberately polluting.

There are a small number of motorcycle riders who actually drive down the freeway revving (screaming) their motors every 5 or so seconds while traveling at high speeds, well above the posted limit. There is no doubt that it is for the purpose of annoying/harming Burien residents. It's actually a form of assault.

Now, I am including a link (actually raw URL) to a relatively recent article in the Seattle Times Newspaper, entitled, "Kennewick cracks down on loud cars."

[http://seattletimes.nwsourc.com/html/localnews/2009258923\\_apwakennewicknoise.html?syndication=rss](http://seattletimes.nwsourc.com/html/localnews/2009258923_apwakennewicknoise.html?syndication=rss)

The article says that Kennewick will be (or already is by now) issuing tickets with fines of \$350. I wouldn't recommend that. I would rather recommend at least one warning citation and then fines (if any) that are more absorbable by the youth who are most likely the common offenders. I not looking for punishment. I'm looking more for education. The offenders need to be made to know/feel the harm they are doing and to develop a working conscience concerning the matter.

Thank you for considering doing something about this unhealthy situation that definitely detracts from Burien as a place to live, work, invest, and grow and isn't doing the youth any favors, letting them do it without even being asked to stop.

Let me also suggest that, as with speeders and red-light runners being caught via traffic cams, noise polluters can be detected and identified by a combination of microphone and camera. I don't want anymore "nanny state" than is absolutely necessary, but the noise can actually become painful depending upon where one is vis-a-vis the polluters. Walking along some roads can be a very unpleasant, invasive experience in fact.

So, I look to the council to weigh and to deliberate to arrive at some reasonable compromise between an overbearing state and an anarchy of anti-social types. Education is my choice rather than stiff fines. Give them amply time to correct the technology as well. Perhaps some enterprising local businesses would help make corrections affordable (nearly at cost).

This is as much as I will "press" this issue. I don't wish to be a nag or the source of additional expenses for people especially during this general downward economy. I do though want to stand up for those who are being harmed by the pollution, and they are being harmed, which has it's economic costs too.

Sincerely,

Tom Usher

Lisa Clausen

---

9

**From:** Council  
**To:** Ryan, Andrew F  
**Subject:** RE: Bike route

Thank you for your message. It will be included in the Council's Correspondence for the Record.

L. Clausen

-----Original Message-----

From: Ryan, Andrew F [mailto:andrew.f.ryan@boeing.com]  
Sent: Friday, June 05, 2009 8:10 AM  
To: CityCouncil@ci.seatac.wa.us; Council; tukcouncil@ci.tukwila.wa.us  
Subject: Bike route

I just wanted to thank both the the city council's of Burien and SeaTac for incorporating a bike route along the newly reworked southern end of Ambaum to S 156th and around the airport area to S 154th and into Tukwilla . My wife and I have been looking for a route to ride from Burien to the Boeing Kent facility and your new bike trail solves the majority of the ride. Now if Tukwila could finish the last 1/2 mile from the eastern end of your route along SouthCenter Blvd to the Green River Bike trail it would be fantastic.

Thank you  
Andy Ryan  
16525 Maplewild Ave SW  
Burien Wa  
98166

*CFTR 6/15/09*



## 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 15th day of June, 2009 the FOLLOWING:

CHECK NOS. 22314-22469

IN THE AMOUNTS OF \$1,513,675.61

WITH VOIDED CHECK NOS. \_\_\_\_\_

Accounts Payable  
Checks for Approval



User: liliac  
Printed: 06/11/2009 - 11:15 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
22314	06/03/2009	General Fund	Registration - Trainng/workshp	CITI BANK	595.00
22314	06/03/2009	General Fund	Lodging	CITI BANK	611.14
22314	06/03/2009	General Fund	Registration - Trainng/workshp	CITI BANK	35.00
22314	06/03/2009	General Fund	Meals	CITI BANK	35.70
22314	06/03/2009	General Fund	Meals	CITI BANK	65.61
Check Total:					1,342.45
22315	06/03/2009	Parks & Gen Gov't CIP	Construction-engineering	Environmental Science Center	3,552.00
22315	06/03/2009	Parks & Gen Gov't CIP	Construction-engineering	Environmental Science Center	18,255.13
Check Total:					21,807.13
22316	06/03/2009	Street Fund	Operating Rentals And Leases	Greenbaum Burien	1,000.00
Check Total:					1,000.00
22317	06/03/2009	General Fund	Repairs And Maintenance	KING COUNTY FINANCE	69.24
Check Total:					69.24
22318	06/03/2009	Town Square CIP	Construction	L. W. Sundstrom, Inc.	257,263.25
22318	06/03/2009	Town Square CIP	Retainage Payable	L. W. Sundstrom, Inc.	-11,801.07
Check Total:					245,462.18
22319	06/03/2009	Town Square CIP	Office Furniture and Equipment	Queen Anne Upholstery	6,504.36
Check Total:					6,504.36
22320	06/15/2009	General Fund	Professional Services	ABC Legal Messengers, Inc.	56.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	56.50
22321	06/15/2009	General Fund	Office And Operating Supplies	ACE Hardware	21.88
22321	06/15/2009	General Fund	Office And Operating Supplies	ACE Hardware	39.06
22321	06/15/2009	Town Square CIP	Office Furniture and Equipment	ACE Hardware	62.35
				Check Total:	123.29
22322	06/15/2009	General Fund	Subscriptions/publications	Attorney's Eagle Eye Service	56.94
				Check Total:	56.94
22323	06/15/2009	Parks & Gen Gov't CIP	Pre-Design Engineering	Anchor Environmental, L.L.C.	3,378.00
				Check Total:	3,378.00
22324	06/15/2009	Town Square CIP	Office Furniture and Equipment	Apex Moving & Storage, LLC	924.75
				Check Total:	924.75
22325	06/15/2009	General Fund	Strawberry Festival	Kenneth Barger	21.45
22325	06/15/2009	General Fund	Professional Services	Kenneth Barger	21.45
22325	06/15/2009	General Fund	Professional Services	Kenneth Barger	22.10
22325	06/15/2009	General Fund	Quarterly Newsletter	Kenneth Barger	750.00
				Check Total:	815.00
22326	06/15/2009	General Fund	Office/operating Supplies	The Bartell Drug Company	43.36
				Check Total:	43.36
22327	06/15/2009	General Fund	Registration - Trainng/workshp	Bellevue Community College	171.60
				Check Total:	171.60
22328	06/15/2009	General Fund	Repairs And Maintenance	Bicycles West	72.26
				Check Total:	72.26
22329	06/15/2009	General Fund	Instructors Prof Svcs	Nancy Bogni	594.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	594.00
22330	06/15/2009	General Fund	Strawberry Festival	Adam Borkoski	200.00
				Check Total:	200.00
22331	06/15/2009	General Fund	Professional Services	STEVE BOTKIN	2,167.12
				Check Total:	2,167.12
22332	06/15/2009	General Fund	Strawberry Festival	BottleRocket	700.00
				Check Total:	700.00
22333	06/15/2009	General Fund	Strawberry Festival	Bouncy House	3,036.09
				Check Total:	3,036.09
22334	06/15/2009	Street Fund	Street Maintenance-non-county	The Brickman Group, Ltd.	16,143.75
				Check Total:	16,143.75
22335	06/15/2009	General Fund	Printing/binding/copying	Philip Hwang Kwang Nam	164.25
22335	06/15/2009	General Fund	Printing/binding/copying	Philip Hwang Kwang Nam	164.25
22335	06/15/2009	General Fund	Office/operating Supplies	Philip Hwang Kwang Nam	1,315.64
22335	06/15/2009	General Fund	Printing/binding/copying	Philip Hwang Kwang Nam	27.38
				Check Total:	1,671.52
22336	06/15/2009	General Fund	Strawberry Festival	Dennis L. Broderson	600.00
				Check Total:	600.00
22337	06/15/2009	General Fund	Office And Operating Supplies	Burien Bark L.L.C.	59.63
22337	06/15/2009	General Fund	Office And Operating Supplies	Burien Bark L.L.C.	0.65
22337	06/15/2009	General Fund	Office And Operating Supplies	Burien Bark L.L.C.	2.96
22337	06/15/2009	General Fund	Office And Operating Supplies	Burien Bark L.L.C.	2.96
				Check Total:	66.20
22338	06/15/2009	General Fund	Strawberry Festival	Garry Golightly	300.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	300.00
22339	06/15/2009	Street Fund	Neighborhood Traffic Control	Budget Batteries	394.04
				Check Total:	394.04
22340	06/15/2009	General Fund	Strawberry Festival	Brian Butler	300.00
				Check Total:	300.00
22341	06/15/2009	General Fund	Strawberry Festival	Brennan Carter	700.00
				Check Total:	700.00
22342	06/15/2009	General Fund	Strawberry Festival	Casa Latina	600.00
				Check Total:	600.00
22343	06/15/2009	General Fund	Strawberry Festival	Geoffrey Castle	500.00
				Check Total:	500.00
22344	06/15/2009	General Fund	Subscriptions/publications	CDW-G	2,386.01
				Check Total:	2,386.01
22345	06/15/2009	General Fund	Strawberry Festival	Central Services	550.00
				Check Total:	550.00
22346	06/15/2009	General Fund	Subscriptions/publications	Champlain Planning Press, Inc.	127.00
				Check Total:	127.00
22347	06/15/2009	General Fund	Lodging	ANGELA CHAUFY	103.08
22347	06/15/2009	General Fund	Meals	ANGELA CHAUFY	72.00
22347	06/15/2009	General Fund	City Hall Custodial	ANGELA CHAUFY	44.92
				Check Total:	220.00
22348	06/15/2009	General Fund	Office And Operating Supplies	Citywide Locksmith Services	43.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
Check Total:					43.80
22349	06/15/2009	General Fund	Office And Operating Supplies	Complete Office	291.82
22349	06/15/2009	General Fund	Office And Operating Supplies	Complete Office	291.82
22349	06/15/2009	General Fund	Office And Operating Supplies	Complete Office	291.82
22349	06/15/2009	General Fund	Office And Operating Supplies	Complete Office	291.82
22349	06/15/2009	General Fund	Office/operating Supplies	Complete Office	649.05
22349	06/15/2009	General Fund	Office/operating Supplies	Complete Office	576.53
22349	06/15/2009	General Fund	Office And Operating Supplies	Complete Office	432.40
22349	06/15/2009	General Fund	Office And Operating Supplies	Complete Office	504.62
22349	06/15/2009	General Fund	Office And Operating Supplies	Complete Office	649.06
22349	06/15/2009	General Fund	Office And Operating Supplies	Complete Office	71.91
22349	06/15/2009	General Fund	Office/Operating Supplies	Complete Office	71.91
22349	06/15/2009	General Fund	Office And Operating Supplies	Complete Office	144.13
Check Total:					4,266.89
22350	06/15/2009	General Fund	Fuel/gas/gasoline Consumption	CONOCOPHILIPS	269.43
22350	06/15/2009	General Fund	Fuel/gas/gasoline Consumption	CONOCOPHILIPS	234.24
22350	06/15/2009	General Fund	Citizens Patrol/ Crime Prevent	CONOCOPHILIPS	67.40
22350	06/15/2009	General Fund	Fuel/gas/gasoline Consumption	CONOCOPHILIPS	15.22
22350	06/15/2009	General Fund	Fuel/gas/gasoline Consumption	CONOCOPHILIPS	15.24
22350	06/15/2009	General Fund	Fuel/gas/gasoline Consumption	CONOCOPHILIPS	15.24
22350	06/15/2009	General Fund	Fuel/gas/gasoline Consumption	CONOCOPHILIPS	15.24
Check Total:					632.01
22351	06/15/2009	General Fund	Instructors Prof Svcs	Janet S. Crawley	539.00
Check Total:					539.00
22352	06/15/2009	Town Square CIP	Office Furniture and Equipment	Commercial Sound & Video	1,472.25
Check Total:					1,472.25
22353	06/15/2009	Street Fund	Neighborhood Traffic Control	C S L Autoelectronics Inc.	202.58
Check Total:					202.58
22354	06/15/2009	General Fund	Utilities	City of Seattle	323.78
22354	06/15/2009	General Fund	Utilities	City of Seattle	71.95
22354	06/15/2009	General Fund	Utilities	City of Seattle	399.29

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
22354	06/15/2009	General Fund	Utilities	City of Seattle	777.77
22354	06/15/2009	General Fund	Utilities	City of Seattle	28.16
22354	06/15/2009	General Fund	Utilities	City of Seattle	323.78
22354	06/15/2009	Street Fund	Utilities - Traffic Signals	City of Seattle	618.54
22354	06/15/2009	General Fund	Utilities	City of Seattle	34.45
Check Total:					2,577.72
22355	06/15/2009	General Fund	Jail Contract	City of Tukwila	1,233.34
Check Total:					1,233.34
22356	06/15/2009	Surface Water Management Fund	Professional services	Azteca Systems, Inc.	1,093.75
Check Total:					1,093.75
22357	06/15/2009	General Fund	Office/operating Supplies	General Administration Dept. o	51.25
Check Total:					51.25
22358	06/15/2009	Street Fund	Discover Burien	Discover Burien	5,386.00
22358	06/15/2009	Street Fund	Special Event Clean up	Discover Burien	3,331.00
Check Total:					8,717.00
22359	06/15/2009	General Fund	Strawberry Festival	Eric Ode	200.00
Check Total:					200.00
22360	06/15/2009	General Fund	Other Travel	BOPHARY DU	272.25
Check Total:					272.25
22361	06/15/2009	General Fund	Mis Plan Implementation	Susanne Dubois, Inc.	570.00
Check Total:					570.00
22362	06/15/2009	General Fund	Office And Operating Supplies	Dunn Lumber Co.	64.80
22362	06/15/2009	General Fund	Office And Operating Supplies	Dunn Lumber Co.	26.95
Check Total:					91.75
22363	06/15/2009	General Fund	Repairs And Maintenance	Express Business Systems	271.01

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
					Check Total: 271.01
22364	06/15/2009	General Fund	Strawberry Festival	Einstein Signs	16.43
					Check Total: 16.43
22365	06/15/2009	General Fund	Instructors Prof Svcs	Sandra Farmer	450.00
					Check Total: 450.00
22366	06/15/2009	General Fund	Strawberry Festival	Festivals, Inc.	4,500.00
					Check Total: 4,500.00
22367	06/15/2009	General Fund	Strawberry Festival	Mark Filler	300.00
					Check Total: 300.00
22368	06/15/2009	General Fund	Office And Operating Supplies	PAM FREDBACK	36.31
					Check Total: 36.31
22369	06/15/2009	General Fund	Instructors Prof Svcs	Pam Fredback	168.00
					Check Total: 168.00
22370	06/15/2009	General Fund	Strawberry Festival	James Friedman	500.00
					Check Total: 500.00
22371	06/15/2009	General Fund	Instructors Prof Svcs	Nancy Fulton	157.50
					Check Total: 157.50
22372	06/15/2009	General Fund	Strawberry Festival	Francisco Garay	300.00
					Check Total: 300.00
22373	06/15/2009	General Fund	Parks Maintenance	GEODesign, Inc.	413.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	413.50
22374	06/15/2009	Town Square CIP	Construction Engineering	GGLO, LLC	6,269.70
				Check Total:	6,269.70
22375	06/15/2009	General Fund	Strawberry Festival	Dan Good	400.00
				Check Total:	400.00
22376	06/15/2009	General Fund	Instructors Prof Svcs	Victoria E. Hamilton	583.00
22376	06/15/2009	General Fund	Instructors Prof Svcs	Victoria E. Hamilton	198.00
				Check Total:	781.00
22377	06/15/2009	General Fund	Strawberry Festival	Lance Haslund	500.00
				Check Total:	500.00
22378	06/15/2009	Street Fund	Registration - Trainng/workshp	Highline Community College	189.00
				Check Total:	189.00
22379	06/15/2009	General Fund	Strawberry Festival	Ryan Hoffman	600.00
				Check Total:	600.00
22380	06/15/2009	General Fund	Registration - Trainng/workshp	Highline School District	591.92
22380	06/15/2009	General Fund	Registration - Trainng/workshp	Highline School District	84.56
				Check Total:	676.48
22381	06/15/2009	General Fund	Dues/memberships	International Code Council	70.00
				Check Total:	70.00
22382	06/15/2009	General Fund	Operating Rentals And Leases	IKON Office Solutions	91.16
22382	06/15/2009	General Fund	Operating Rentals And Leases	IKON Office Solutions	91.16
22382	06/15/2009	General Fund	Operating Rentals And Leases	IKON Office Solutions	91.16
22382	06/15/2009	General Fund	Operating Rentals And Leases	IKON Office Solutions	91.16

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	364.64
22383	06/15/2009	General Fund	Miscellaneous	Iron Mountain Rec. Management	75.00
				Check Total:	75.00
22384	06/15/2009	General Fund	Repairs And Maintenance	Interstate Tire & Automotive	172.97
22384	06/15/2009	General Fund	Citizens Patrol/ Crime Prevent	Interstate Tire & Automotive	214.36
				Check Total:	387.33
22385	06/15/2009	Town Square CIP	Office Furniture and Equipment	Island Dog Sign Co.	2,523.97
22385	06/15/2009	Town Square CIP	Office Furniture and Equipment	Island Dog Sign Co.	432.53
22385	06/15/2009	Town Square CIP	Office Furniture and Equipment	Island Dog Sign Co.	328.50
				Check Total:	3,285.00
22386	06/15/2009	General Fund	Machinery And Equipment	Information Station Specialist	10,126.56
				Check Total:	10,126.56
22387	06/15/2009	General Fund	Registration - Trainng/workshp	John E. Reid & Assoc., Inc.	605.00
				Check Total:	605.00
22388	06/15/2009	General Fund	Mis Plan Implementation	Daniel Jimenez	5,700.00
				Check Total:	5,700.00
22389	06/15/2009	Town Square CIP	Office Furniture and Equipment	JW Tel-Tronics	44,301.89
				Check Total:	44,301.89
22390	06/15/2009	General Fund	Other Travel	Gina Kallman	47.97
22390	06/15/2009	General Fund	Strawberry Festival	Gina Kallman	110.00
				Check Total:	157.97
22391	06/15/2009	General Fund	Jail Contract	KING COUNTY FINANCE	24,830.08

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	24,830.08
22392	06/15/2009	Town Square CIP	Design	King County Library System	110.08
22392	06/15/2009	Town Square CIP	Construction	King County Library System	882,986.87
				Check Total:	883,096.95
22393	06/15/2009	Surface Water Management Fund	Regional Watershed (wria9)	King County Office of Finance	4,409.67
				Check Total:	4,409.67
22394	06/15/2009	General Fund	Registration - Trainng/workshp	K. SCOTT KIMERER	312.95
				Check Total:	312.95
22395	06/15/2009	General Fund	Public Defender	Kirshenbaum & Goss, Inc., P.S	5,000.00
				Check Total:	5,000.00
22396	06/15/2009	Town Square CIP	Construction Engineering	KPG, Inc.	14,061.98
22396	06/15/2009	Parks & Gen Gov't CIP	Design-Engineering	KPG, Inc.	4,347.50
22396	06/15/2009	Parks & Gen Gov't CIP	Design-Engineering	KPG, Inc.	5,236.00
				Check Total:	23,645.48
22397	06/15/2009	General Fund	Instructors Prof Svcs	Lauren Laughlin	252.00
				Check Total:	252.00
22398	06/15/2009	General Fund	Instructors Prof Svcs	Lori Leberer	112.50
				Check Total:	112.50
22399	06/15/2009	General Fund	Strawberry Festival	Aubrey Levine	500.00
				Check Total:	500.00
22400	06/15/2009	General Fund	Strawberry Festival	Jody Levinson	500.00
				Check Total:	500.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
22401	06/15/2009	General Fund	Instructors Prof Svcs	Alexander Lewis	668.75
				Check Total:	668.75
22402	06/15/2009	General Fund	Professional Services	Tiffany Lin	500.00
				Check Total:	500.00
22403	06/15/2009	General Fund	Office And Operating Supplies	Lion Brothers Company, Inc.	46.15
				Check Total:	46.15
22404	06/15/2009	General Fund	Professional Services	Roberto Bonaccorso	1,000.00
				Check Total:	1,000.00
22405	06/15/2009	General Fund	Auto Allowance	MIKE MARTIN	400.00
				Check Total:	400.00
22406	06/15/2009	General Fund	Instructors Prof Svcs	Jacob Matthew	1,249.50
				Check Total:	1,249.50
22407	06/15/2009	General Fund	Instructors Prof Svcs	Susy McAleer	112.50
				Check Total:	112.50
22408	06/15/2009	General Fund	Instructors Prof Svcs	Carly McElligott	75.00
				Check Total:	75.00
22409	06/15/2009	General Fund	Instructors Prof Svcs	Hunter McGee	210.00
				Check Total:	210.00
22410	06/15/2009	General Fund	Repairs And Maintenance	McKinstry Co.	75.67
22410	06/15/2009	General Fund	Repairs And Maintenance	McKinstry Co.	340.49
22410	06/15/2009	General Fund	Repairs And Maintenance	McKinstry Co.	340.49
				Check Total:	756.65

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
22411	06/15/2009	General Fund	Instructors Prof Svcs	Momentum Dance Academy	1,997.10
22411	06/15/2009	General Fund	Instructors Prof Svcs	Momentum Dance Academy	1,775.03
Check Total:					3,772.13
22412	06/15/2009	Street Fund	Dt Business License Svcs	Microflex, Inc.	3,352.28
22412	06/15/2009	General Fund	Sales Tax Auditing Costs	Microflex, Inc.	65.00
22412	06/15/2009	General Fund	B&O Tax collect & audit	Microflex, Inc.	1,950.07
Check Total:					5,367.35
22413	06/15/2009	Street Fund	Special Event Clean up	Miller Paint Co.	49.71
22413	06/15/2009	Street Fund	Graffiti Kits-bus Lic Rev	Miller Paint Co.	4.66
22413	06/15/2009	Street Fund	Graffiti Kits-bus Lic Rev	Miller Paint Co.	40.41
22413	06/15/2009	Street Fund	Graffiti Kits-bus Lic Rev	Miller Paint Co.	33.14
22413	06/15/2009	Street Fund	Graffiti Kits-bus Lic Rev	Miller Paint Co.	18.77
22413	06/15/2009	Street Fund	Graffiti Kits-bus Lic Rev	Miller Paint Co.	22.34
22413	06/15/2009	Street Fund	Graffiti Kits-bus Lic Rev	Miller Paint Co.	43.42
Check Total:					212.45
22414	06/15/2009	General Fund	Miscellaneous	Motion Picture Licensing Corp.	99.80
22414	06/15/2009	General Fund	Miscellaneous	Motion Picture Licensing Corp.	199.60
22414	06/15/2009	General Fund	Miscellaneous	Motion Picture Licensing Corp.	199.60
Check Total:					499.00
22415	06/15/2009	Town Square CIP	Construction Inspection	Mayes Testing Engineers, Inc.	734.00
Check Total:					734.00
22416	06/15/2009	General Fund	Instructors Prof Svcs	Shariana Mundi	418.00
Check Total:					418.00
22417	06/15/2009	General Fund	Human Services-Arts & Culture	Northwest Associated Arts	2,500.00
Check Total:					2,500.00
22418	06/15/2009	General Fund	Building Maintenance	NBM Corporation	140.06
22418	06/15/2009	General Fund	Building Maintenance	NBM Corporation	630.30
22418	06/15/2009	General Fund	Building Maintenance	NBM Corporation	630.30
22418	06/15/2009	General Fund	Building Maintenance	NBM Corporation	492.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount	
					Check Total:	1,892.91
22419	06/15/2009	General Fund	Instructors Prof Svcs	Jennifer Olszewski	156.80	
22419	06/15/2009	General Fund	Instructors Prof Svcs	Jennifer Olszewski	1,383.90	
					Check Total:	1,540.70
22420	06/15/2009	Town Square CIP	Office Furniture and Equipment	NetIG	295.19	
22420	06/15/2009	Town Square CIP	Office Furniture and Equipment	NetIG	519.49	
22420	06/15/2009	Town Square CIP	Office Furniture and Equipment	NetIG	180.68	
22420	06/15/2009	General Fund	Computer Related Supplies	NetIG	102.93	
					Check Total:	1,098.29
22421	06/15/2009	General Fund	Telephone	SPRINT	206.42	
22421	06/15/2009	General Fund	Telephone	SPRINT	22.13	
22421	06/15/2009	General Fund	Telephone	SPRINT	168.88	
22421	06/15/2009	General Fund	Telephone	SPRINT	22.13	
22421	06/15/2009	General Fund	Telephone	SPRINT	1,355.94	
22421	06/15/2009	General Fund	Telephone	SPRINT	132.25	
22421	06/15/2009	Street Fund	Telephone	SPRINT	132.25	
22421	06/15/2009	Surface Water Management Fund	Telephone	SPRINT	132.24	
22421	06/15/2009	General Fund	Telephone	SPRINT	44.23	
22421	06/15/2009	General Fund	Telephone	SPRINT	253.54	
22421	06/15/2009	General Fund	Telephone	SPRINT	76.05	
22421	06/15/2009	General Fund	Telephone	SPRINT	76.06	
22421	06/15/2009	General Fund	Telephone	SPRINT	76.06	
22421	06/15/2009	General Fund	Telephone	SPRINT	76.06	
22421	06/15/2009	General Fund	Telephone	SPRINT	77.01	
22421	06/15/2009	General Fund	Telephone	SPRINT	47.79	
22421	06/15/2009	General Fund	Drug seizure proceeds KCSO	SPRINT	367.28	
					Check Total:	3,266.32
22422	06/15/2009	General Fund	City Hall Custodial	National Maintenance	491.56	
22422	06/15/2009	General Fund	City Hall Custodial	National Maintenance	418.00	
					Check Total:	909.56
22423	06/15/2009	General Fund	Instructors Prof Svcs	Pamela Odegard	150.00	

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	150.00
22424	06/15/2009	General Fund	NE Redevelopment Area	OTAK, Inc	18,810.77
				Check Total:	18,810.77
22425	06/15/2009	General Fund	Instructors Prof Svcs	Fritzi Oxley	192.00
				Check Total:	192.00
22426	06/15/2009	General Fund	Strawberry Festival	Pacific Stage, Inc.	2,500.00
				Check Total:	2,500.00
22427	06/15/2009	Town Square CIP	Office Furniture and Equipment	Pacific Communications Cabling	704.09
				Check Total:	704.09
22428	06/15/2009	Transportation CIP	design engineering	Perteet Inc.	9,680.86
				Check Total:	9,680.86
22429	06/15/2009	Street Fund	Neighborhood Traffic Control	Petty Cash Custodian	6.00
22429	06/15/2009	General Fund	Office And Operating Supplies	Petty Cash Custodian	7.40
22429	06/15/2009	General Fund	Mileage	Petty Cash Custodian	11.00
22429	06/15/2009	General Fund	Postage	Petty Cash Custodian	5.71
22429	06/15/2009	General Fund	Office/operating Supplies	Petty Cash Custodian	45.96
22429	06/15/2009	General Fund	Travel	Petty Cash Custodian	12.88
22429	06/15/2009	General Fund	Printing/binding/copying	Petty Cash Custodian	49.29
22429	06/15/2009	General Fund	Other Travel	Petty Cash Custodian	16.06
22429	06/15/2009	General Fund	Registration - Trainng/workshp	Petty Cash Custodian	20.33
22429	06/15/2009	General Fund	Mileage	Petty Cash Custodian	11.22
22429	06/15/2009	General Fund	Repair/maint-vehicie	Petty Cash Custodian	3.00
22429	06/15/2009	General Fund	Office And Operating Supplies	Petty Cash Custodian	13.12
22429	06/15/2009	General Fund	Office And Operating Supplies	Petty Cash Custodian	10.38
22429	06/15/2009	General Fund	Mileage	Petty Cash Custodian	22.83
22429	06/15/2009	General Fund	Postage	Petty Cash Custodian	105.60
22429	06/15/2009	Town Square CIP	INTERIM CITY HALL	Petty Cash Custodian	10.39
22429	06/15/2009	General Fund	Mileage	Petty Cash Custodian	16.50
22429	06/15/2009	General Fund	Office/operating Supplies	Petty Cash Custodian	26.98
22429	06/15/2009	General Fund	Office And Operating Supplies	Petty Cash Custodian	8.53
22429	06/15/2009	General Fund	Cash Over & Short	Petty Cash Custodian	0.70

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	403.88
22430	06/15/2009	General Fund	Office And Operating Supplies	Pizza Gallery	63.20
				Check Total:	63.20
22431	06/15/2009	Surface Water Management Fund	Professional services	Progress One Consulting, LLC	1,218.75
				Check Total:	1,218.75
22432	06/15/2009	General Fund	Printing/binding/copying	Print Place	394.20
				Check Total:	394.20
22433	06/15/2009	General Fund	Repairs And Maintenance	Protection One, Inc	22.58
22433	06/15/2009	General Fund	Repairs And Maintenance	Protection One, Inc	101.64
22433	06/15/2009	General Fund	Repairs And Maintenance	Protection One, Inc	101.64
				Check Total:	225.86
22434	06/15/2009	General Fund	Channel 21 Video Production	Puget Sound Access	12,883.75
22434	06/15/2009	General Fund	Channel 21 Video Production	Puget Sound Access	3,250.00
				Check Total:	16,133.75
22435	06/15/2009	General Fund	Utilities	Puget Sound Energy	185.68
22435	06/15/2009	General Fund	Utilities	Puget Sound Energy	835.60
22435	06/15/2009	General Fund	Utilities	Puget Sound Energy	835.60
				Check Total:	1,856.88
22436	06/15/2009	General Fund	Telephone	QWEST	276.13
22436	06/15/2009	General Fund	Telephone	QWEST	99.03
22436	06/15/2009	General Fund	Telephone	QWEST	213.25
22436	06/15/2009	General Fund	Telephone	QWEST	99.03
				Check Total:	687.44
22437	06/15/2009	General Fund	Refund Clearing Account -Parks	Anna Diaz	100.00
				Check Total:	100.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
22438	06/15/2009	General Fund	Refund Clearing Account -Parks	Yvonne Ervin	40.00
				Check Total:	40.00
22439	06/15/2009	Transportation CIP	Design - Engineering	Reid Middleton, Inc.	14,133.53
				Check Total:	14,133.53
22440	06/15/2009	Surface Water Management Fund	Printing/binding/copying	Claude McAlpin, III	21.46
22440	06/15/2009	General Fund	Printing/binding/copying	Claude McAlpin, III	321.93
22440	06/15/2009	General Fund	Printing/binding/copying	Claude McAlpin, III	214.40
				Check Total:	557.79
22441	06/15/2009	Town Square CIP	Office Furniture and Equipment	Roduin Consulting Group LLC	2,328.75
				Check Total:	2,328.75
22442	06/15/2009	General Fund	Instructors Prof Svcs	Sandra Schneider	165.00
				Check Total:	165.00
22443	06/15/2009	General Fund	Office And Operating Supplies	Sax Arts & Crafts	123.10
				Check Total:	123.10
22444	06/15/2009	General Fund	Public Defender	Schlotzhauer Firm, P.S.	5,250.00
22444	06/15/2009	General Fund	Public Defender	Schlotzhauer Firm, P.S.	2,280.00
				Check Total:	7,530.00
22445	06/15/2009	General Fund	Instructors Prof Svcs	Alan Schmitz	375.00
				Check Total:	375.00
22446	06/15/2009	General Fund	Advertising	Seattle Times	258.00
22446	06/15/2009	General Fund	Advertising	Seattle Times	274.14
				Check Total:	532.14
22447	06/15/2009	General Fund	Computer Consultant Prof Svcs	SEITEL Systems, LLC	1,519.92
22447	06/15/2009	Street Fund	Computer Consultant Pro Svc	SEITEL Systems, LLC	253.32
22447	06/15/2009	Surface Water Management Fund	Computer Consultant Pro Svc	SEITEL Systems, LLC	253.32

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
22447	06/15/2009	Town Square CIP	Office Furniture and Equipment	SEITEL Systems, LLC	19,284.96
				Check Total:	21,311.52
22448	06/15/2009	General Fund	Professional Services	Linda Severt	350.00
				Check Total:	350.00
22449	06/15/2009	General Fund	Mis Plan Implementation	Sherpa Software	400.00
				Check Total:	400.00
22450	06/15/2009	General Fund	Instructors Prof Svcs	Mike Shintaku	350.00
				Check Total:	350.00
22451	06/15/2009	General Fund	Strawberry Festival	PHILLIP ALAN SMITH	600.00
				Check Total:	600.00
22452	06/15/2009	Parks & Gen Gov't CIP	Project Development	Shiels Obletz Johnsen	4,836.26
22452	06/15/2009	Town Square CIP	Project Development	Shiels Obletz Johnsen	8,772.50
				Check Total:	13,608.76
22453	06/15/2009	Town Square CIP	Art Work	Sollod Studio LLC	3,129.00
				Check Total:	3,129.00
22454	06/15/2009	General Fund	Strawberry Festival	Steven Stevenson	200.00
				Check Total:	200.00
22455	06/15/2009	Town Square CIP	Office Furniture and Equipment	Studio SC	945.00
				Check Total:	945.00
22456	06/15/2009	General Fund	Instructors Prof Svcs	Bonnie Taschler	125.00
				Check Total:	125.00
22457	06/15/2009	General Fund	Instructors Prof Svcs	Ken Turner	468.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	468.00
22458	06/15/2009	General Fund	Operating Rentals And Leases	United Site Services	80.00
				Check Total:	80.00
22459	06/15/2009	Street Fund	Registration - Trainng/workshp	UNIVERSITY OF WASHINGTON	390.00
				Check Total:	390.00
22460	06/15/2009	General Fund	Utilities	Water District No. 20	221.45
22460	06/15/2009	General Fund	Utilities	Water District No. 20	326.65
				Check Total:	548.10
22461	06/15/2009	Town Square CIP	Construction	Water District No. 49	48.75
				Check Total:	48.75
22462	06/15/2009	Street Fund	Garbage Franchise Tech Assist	Wilder Environmental Consultin	1,525.86
				Check Total:	1,525.86
22463	06/15/2009	General Fund	Probatn/public Defndr Screenng	Tammy Weigel	960.00
				Check Total:	960.00
22464	06/15/2009	General Fund	Operating Rentals And Leases	Wells Fargo Financing Leasing	818.22
				Check Total:	818.22
22465	06/15/2009	General Fund	Repairs And Maintenance	Wescom Communications, Inc	98.55
				Check Total:	98.55
22466	06/15/2009	General Fund	Jury & Witness Fees	Desira E. Cotton	12.20
				Check Total:	12.20
22467	06/15/2009	General Fund	Professional Services	Washington Legal Messengers, I	132.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	132.50
22468	06/15/2009	Town Square CIP	Office Furniture and Equipment	Waste Management of Seattle	287.60
22468	06/15/2009	Town Square CIP	Office Furniture and Equipment	Waste Management of Seattle	100.32
				Check Total:	387.92
22469	06/15/2009	Surface Water Management Fund	Storm Water Facility Maint	Yardsmen Company	239.39
22469	06/15/2009	Surface Water Management Fund	Storm Water Facility Maint	Yardsmen Company	1,502.26
				Check Total:	1,741.65
				Report Total:	1,513,675.61

## CITY COUNCIL MINUTES

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 152<sup>nd</sup> Street, 1<sup>st</sup> Floor

Burien, Washington 98166



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

- Watch the video-stream available on the City website, [www.burienwa.gov](http://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 6:45 p.m. for the purpose of receiving training on equipment in the Chambers.

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

Administrative staff present: Mike Martin, City Manager; Angie Chaufy, Human Resources Manager, Dean Tatham, IS/GIS Manager, and Interim City Attorney Christopher Bacha.

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**

None held.

### **PLEDGE OF ALLEGIANCE**

Mayor McGilton led the Pledge of Allegiance.

### **ROLL CALL**

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

Administrative staff present: Mike Martin, City Manager; Christopher Bacha, Interim City Attorney; Tabatha Miller, Finance Director; Chip Davis, Planner; Jim Bibby, Code Enforcement Officer; Debbie Zemke, Recreation Manager; Doug Lamothe, Interim Public Works Director; and Monica Lusk, City Clerk.

#### **AGENDA CONFIRMATION**

##### **Direction/Action**

**Motion** was made by Councilmember Nelson, seconded by Councilmember Krakowiak, and passed unanimously to affirm the June 1, 2009, Agenda as amended to remove Business Agenda Item X "d" Ratification of Condominium Declaration.

#### **PUBLIC COMMENT**

Roger DeLorm, 13254 2<sup>nd</sup> Avenue SW

Mr. DeLorm spoke to how the City supports small businesses yet a letter to the Highline Times spoke of Crepe It's advertising issues.

Mr. DeLorm asked that the 2.5 Police officers be kept in the budget.

Gary Long, 7019 47<sup>th</sup> Avenue SW, #18, Seattle

Mr. Long congratulated the Council, staff and community on the occasion of the first meeting in Burien's fourth city hall and its new permanent home.

#### **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.
- 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.
- c. Copy of Letter to Chip Davis Dated May 11, 2009, from Darlene Conrad and Arnold Candray Regarding File Number PLA-09-0444.
- d. Copy of Letter to Chip Davis Dated May 11, 2009, from Kenneth Jespersen Regarding Robert Armstrong – New Single Family Residence File PLA 09-0444.
- e. Letter Dated May 11, 2009, from Marion McCarthy Regarding Notice of Application PLA 09-0444.
- f. Letter Dated May 11, 2009, from Shashi and Jenny Sanzgiri Regarding File # PLA 09-0444.
- g. Letter Dated May 11, 2009, from Kathleen McDermott Regarding Poor Living Conditions in City of Burien.
- h. Letter Received May 13, 2009, from Mr. and Mrs. R. Bickerstaff Regarding Notice of Application File No. PLA 09-0444.

#### **PRESENTATIONS**

##### **Presentation on SCA Guiding Principles on Transit Service Reductions by Karen Goroski, SCA Executive Director**

Karen Goroski, SCA Executive Director, distributed copies of SCA's 2008 Annual Report.

Ms. Goroski reviewed SCA's guiding principles for addressing potential reductions in Metro Transit service hours.

**Presentations of the Arts Commission and Parks, Recreation & Cultural Services Advisory Board Annual Reports**

Kathy Justin, Arts Commission Chair, noted the 2008 accomplishments that included arts education events, public art events, the art walk event, performing and literary arts events and addressed the aesthetic plan. The 2009 work plan was reviewed.

Christopher A. Ndifon, Sr., Parks and Recreation Chair, noted the 2008 accomplishments that included park planning and activities, recreation activities, park acquisitions naming and dedications, regional support, and recognitions. The 2009 work plan was reviewed.

**CONSENT AGENDA**

- a. Approval of Vouchers: Numbers 22116 – 22313 in the Amount of \$1,796,083.20.
- b. Approval of Minutes: Council Meeting, May 11, 2009.

**Direction/Action**

**Motion** was made by Councilmember Nelson, seconded by Councilmember Krakowiak, and passed unanimously to approve the June 1, 2009, Consent Agenda.

**BUSINESS AGENDA**

**City Manager's Report**

City Manager Mike Martin noted the following: the first City Hall client that was served; low watt radio installation (Channel 540 AM); increased vendors for 2009 Strawberry & Arts Festival; Clean Sweep results; annexation outreach activities in May & June; construction of Town Square Park; Discover Burien's new President, Sarah Slaughter; new Transit Center opening; Environmental Science Center's groundbreaking on June 23; and the move to the new City Hall.

**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 1<sup>st</sup> Avenue South)**

**Direction/Action**

**Motion** was made by Councilmember Nelson, seconded by Councilmember Krakowiak, and passed unanimously to adopt Resolution No. 293, granting and adopting findings of fact, conclusions and conditions as set forth by the Hearing Examiner

**Motion to Name 2009 Voting Delegates to the Association of Washington Cities (AWC) Annual Business Meeting**

**Direction/Action**

**Motion** was made by Councilmember Nelson, seconded by Councilmember Krakowiak to name Councilmembers Kathy Keene and Sally Nelson as voting delegates to the AWC Annual Business Meeting on June 26, 2009. Motion passed 5-1. Opposed Councilmember Shaw.

**Ratification of Condominium Declaration**

(Removed under Agenda Confirmation)

**Discussion on Proposed Public Artwork Donation**

**Direction/Action**

Councilmembers requested placing approval of Artist Phillip Levine's art design concept honoring Dick Dahlgard on the June 15 Council Agenda.

**Update on Compliance with National Pollution Discharge Elimination System Permit Issued January 15, 2007**

**Follow-up**

Staff will provide Council copies of the Western Washington Phase II Municipal Storm Water Permit Implementation schedule.

**Proposed 2009/2010 Budget Amendment**

**Follow-up**

Staff will provide: an expanded version of the Sheriffs Contract adjustment; information on a proposed levy lid lift; information on how the proposed annexation will affect the proposed budget amendments; proposed adjustments for the parks maintenance; and, proposed adjustment to the lobbyist budget by 50 percent instead of 60 percent.

**COUNCIL REPORTS**

Councilmember Nelson reported on the SCORE jail meeting and the Puget Sound Regional Council Executive Board meeting she attended.

Councilmember Keene reported on the Highline Forum meeting and the King County Office of Emergency Planning meeting she attended.

Mayor McGilton reported on the Highline Schools Foundation for Excellence fundraiser she attended.

**ADJOURNMENT**

**Direction/Action**

**MOTION** was made by Councilmember Nelson, seconded by Councilmember Krakowiak and passed unanimously to adjourn the meeting at 9:37 p.m.

---

Joan McGilton, Mayor

---

Monica Lusk, City Clerk



# Burien

*Washington, USA*

400 SW 152<sup>nd</sup> St., Suite 300, Burien, WA 98166

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

www.burienwa.gov

---

## MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Mike Martin, City Manager  
**DATE:** June 15, 2009  
**SUBJECT:** City Manager's Report

### I. INTERNAL CITY INFORMATION

**A. 11-day Closure and Detour on Ambaum Boulevard Coming**

Beginning at 7:00 a.m., Monday, June 15<sup>th</sup>, King County will be replacing a drainage pipe that runs under Ambaum Boulevard SW at Southwest 120<sup>th</sup> Street. This project is expected to last until Friday, June 26<sup>th</sup>, at 5:00 p.m. Local access will be available to homes and businesses along Ambaum Boulevard SW.

**B. Highline School District Requests Financial Support for National Speaker (Pg. 43)**

The City of Burien has received a request from Highline Public Schools Superintendent John Welch to help provide financial support to bring a nationally-recognized speaker on Women's Leadership to Highline to speak to women in school administration, as well as to our junior and senior girls. See attached letter and information.

**C. King County Sustainability Roundtable – June 3<sup>rd</sup>**

On June 3<sup>rd</sup>, Burien hosted the King County Sustainable Roundtable. About 40 attendees were greeted by Mayor McGilton, and listened to presentations by seven local organizations on their efforts related to promoting sustainability in the area: Built Green, ICLEI, American Institute of Architects, Cascadia Region Green Building Council, Cascade Land Conservancy, Urban Land Institute and American Planning Association. Following the meeting, we provided a sustainable features tour of our new Library/City Hall.

**D. Environmental Science Center (ESC) at Seahurst Groundbreaking – June 23**

The Environmental Science Center is excited to announce that they will have a groundbreaking ceremony June 23<sup>rd</sup>, 3:30 – 5:00 p.m. The ceremony will be at the location of the existing Caretaker's Cottage, with refreshments and remarks by King County Council Chairman Dow Constantine at 4:00. All are invited!

**E. Burien Once Again Home To Beaver**

Beavers – or at least one beaver – are back in Burien. Staff received an e-mail last weekend asking why the water level in the Walker wetland owned by the City, east of Des Moines Memorial Drive, was going *up* instead of *down* during a period of dry weather. Inspecting the wetland on Monday, staff found a foot-tall beaver dam on Walker Creek west of Des Moines Memorial Drive. Checking out the deep water on the east side of the road, he briefly saw a beaver. On Thursday, staff visited the site and talked to the one neighbor who may be affected by the rising water of the wetland. Photos of the dam and beaver-chewed sticks are at the stream blog.

**F. Annexation Open House Meetings**

The next Annexation Informational Open House will be held on Tuesday, June 16 from 6:00 – 7:15 p.m. at Southern Heights Elementary School located at 11249 14th Ave. South.

Three additional Open House meetings have been scheduled for this summer:

1. Tuesday, July 14<sup>th</sup> 6:30 – 8:00 p.m.  
Glen Acres Church of Christ  
11401 10<sup>th</sup> Ave South
2. Wednesday, July 29<sup>th</sup> 6:30 – 8:00 p.m.  
Burien City Hall  
400 SW 152<sup>nd</sup> St.  
1<sup>st</sup> Floor - Council Chambers
3. Thursday, August 6<sup>th</sup> 6:30 – 8:00 p.m.  
Beverly Park Baptist  
11659 1<sup>st</sup> Ave South

**G. Translation of Public Documents into Spanish (Pg. 47)**

One of the 2009-2010 work items for the City Manager's department includes the translation of frequently used public documents into Spanish. Staff compiled a list of those documents and chose ten documents for translation as the first phase of the project. The translation of the first phase documents has been completed and staff will now work with our local service partners to let the community know that these documents are now available and how to use them (where applicable). In the fall, staff will begin preparing the next set of documents to be translated. A copy of the Burien Vision statement in Spanish has been included with this report.

Phase 1 documents – translation complete:

1. Burien Vision
2. Parks Major Event Request Form
3. Community Center Major Event Request Form
4. Information/Requirements for Serving Alcohol During BCC Rental
5. Utility Tax Application Cover Letter to Residents
6. 2008-2009 Utility Tax Relief Program and Application

7. Cable Discount Application
8. Ice Cream Vendor Special License
9. Sign Permit Review Process
10. Sign Permit Application

Phase 2 documents – future translation:

1. Business License Information Packet
2. Business License Application – Inside City
3. Business License Application – Outside City
4. Business License – Contacts for Various Agencies
5. Recreation Program Registration Form
6. Pre-application meeting application 2009
7. Right-of-way Permit Application and instructions
8. Performance/Maintenance Bond instructions
9. Tree Removal Handout
10. Tree Removal Application
11. Transportation Impact Fee Notice
12. TIF Calculation Sheet
13. City Resource Directory

**H. Seahurst Park Hosts Cascade Land Conservancy**

On Saturday, June 6, nearly 100 staff and volunteers from the Cascade Land Conservancy (CLC) held their annual retreat at Seahurst Park's new South Picnic Shelter. CLC is Washington's largest independent land conservation and stewardship organization. They were welcomed to the park by Mayor McGilton. The retreat's program included hikes and a review of the CLC's efforts on behalf of the park, including their role in facilitating the Brown Property acquisition. They also were briefed on the City's beach restoration efforts in partnership with the Army Corps. CLC President Gene Duvernoy and Board Chair Bruce Williams were in attendance. For more about CLC, visit [www.cascadeland.org](http://www.cascadeland.org).

**I. Potential New Temporary Art for Downtown Burien**

On May 27, Arts Commission chair Kathy Justin and Parks Department staff toured the ceramics and sculpture facility at the University of Washington's Art Department. The visit's purpose was to view potential artwork sculptures that could be borrowed from undergraduate and graduate student artists to be placed on the B/IAS site or inside the newly-planned "Empty Storefront Project" (which is also being referred to as *B/IAS Inside*). One artwork under consideration is a larger-than-life size mariachi band, which is currently on exhibit at the Henry Art Gallery. A photograph of this artwork was also featured in the June 6 Seattle Times local section. Staff are hoping to transport this unique sculpture to Burien for the new "Night of 1000 Pumpkins/ Day of the Dead" event this Fall.

**J. July Urban Design Event – Where We Live Now: Why Burien?**

Details are being finalized for the upcoming July 2 event with visiting German urban planner and architect, Thomas Sieverts (note: more regarding Mr. Sieverts at [http://en.wikipedia.org/wiki/Thomas\\_Sieverts](http://en.wikipedia.org/wiki/Thomas_Sieverts)). The event will include a meeting with the City Council, their invited guests and interested City staff from 1:30-3:00pm. A walk with Mr. Sieverts around the city will be open to the public from 4-6pm, followed by a community conversation and nosh at the B/ IAS site from 6-8pm. Prior to the event, regional public artist and event organizer Carolyn Law will be meeting with Highline High School visual arts class students, the Senior Program's "Contemporary Problems" class participants, and various Burien business owners to discuss Burien and have them create their own "maps" of how they currently visualize the city. These maps will then be used for the July 2 City walk. Staff at the Aerometric and GGLO planning firms have volunteered to create the maps to be used in this project. Sal's Deli and The Mark Restaurant have graciously offered to cater and sponsor the "nosh and conversation" portion of the evening's event.

**K. 4Culture Hosts Grant Workshop In Burien**

As part of a follow-up from the "Arts Talks" of last year, Parks Dept. staff recently worked with 4Culture to bring one of their grant workshops to Burien for the benefit of Burien arts organizations. Though intended for all South King County arts organizations, staff saw this as an opportunity to make this resource event more accessible to Burien organizations and facilitated the event being held at the Burien Community Center on May 21. Application procedures for applying to 4Culture's 2009-10 "Arts Facilities Equipment" grant was provided. Up to \$20,000 per organization is available to fund production, exhibition, and/or office equipment, furnishings and machinery, and other fixed asset items.

**L. Battle of Burien, Volume III**

On May 29, the Parks Dept held their 3rd "Battle of Burien" Break Dance Battle, with approximately 150 teens attending. Battles included 3-on-3 crew, gauntlet (last man standing) and grudge. The dancers were extremely talented and respectful of each others' performances. Teen Recreation Leaders Luke Cruise, aka DJ4Him, and Drew Dowell, who performed on drums with his brother, electrified the BCC auditorium atmosphere. BLT representative Maggie Larrick volunteered as tech staff and provided special lighting for event. Also attending again was BBoy Jalen, a 7-year-old break dancer who has also appeared on both the Oprah and Ellen DeGeneres television shows.

**M. Staff Attend Youth Leadership Program Trainings**

On June 1, Recreation Specialist Amanda Morales attended the "Increase the Impact: Broadening Youth Participation In Afterschool Programs" forum at Bellevue College. Guest speaker Jeffrey Jordan spoke about combining social changes with marketing ideas to develop a strategy that increases program participation, retention, and impact. He talked about the correlation between youth-risk levels and their likelihood of participating in after-school programs. Recreation Leader Meagan

Schmieder attended SOAR's "Putting the Pieces Together" training on June 2. An initiative of the greater King County community, SOAR works to create alignment between systems, sectors, organizations, providers and practice to ensure children succeed in school and in life. Sessions included "Meltdowns, Shutdowns and Regulations", "Combating Relational Aggression" (Bullying), and "Developing Identities in Youth: Creating Safe Spaces for Youth Identity Expression." These resources will be incorporated into Teen and Day Camp training for the City's on-site youth recreation leadership staff.

**N. Mathison Park Public Meeting**

On June 4, staff from Parks and Planning hosted a public meeting for the residents surrounding Mathison Park to update and discuss any concerns regarding the development which will begin in July 2009. The construction, which is out to bid, will include additional play equipment for the K-5 age group, picnic tables, benches, interpretive displays and an accessible trail system extending the length of the park. There was a good turnout of residents for the meeting, including Mathison family members, whose father had donated to the City over 4.6 of the park's 5.3 total acres. The meeting was very positive and the residents were very appreciative for the opportunity of a project update.

**O. KCD Assessment Funds (Pg. 49)**

Through a local tax assessment, the King Conservation District (KCD) funds natural resource management and conservation projects in partnership with the City of Burien (see attached). This assessment has provided funds in the past to the City for projects related to park property acquisition, vegetation management, natural resource interpretation and shoreline monitoring. The Department is currently using these funds at Seahurst Park for seawall removal feasibility work, monitoring beach profiles, and fish and macroinvertebrate populations, as well as developing a Vegetative Management Plan and forest habitat mapping for Eagle Landing and Salmon Creek parks. Future use of these funds will focus primarily on reforestation and vegetative management of invasive plants, as well as shoreline restoration tasks.

**P. Burien Receives Government Finance Officers Association (GFOA's) Distinguished Budget Presentation Award**

The Finance Department received the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for its 2009 Budget document. Entities receiving the award must satisfy nationally recognized guidelines for effective budget presentation. Those guidelines assess how well an entity's document serves as a policy document, a financial plan, an operations guide and a communication device.

**Q. Burien Court Filings Down in 2008**

Burien's King County District Court filings for 2008 were down overall 14% from 2007. The city saw significant decreases in traffic infractions and criminal traffic cases. Although, DUIs remained at the same level – 52 cases a year. The only increase was a 57% increase in 2008 parking tickets and directly correlates to the increase in parking enforcement efforts. The decrease in court filings reduced 2008 court costs by \$45,000 from the prior year.

**R. Growth Management Act/Growth Targets Update for King County (Pg. 51)**

City of Burien staff is providing a second briefing paper regarding the new growth targets for King County and its cities. The new document supplements the last briefing paper provided to City Council on February 23, 2009. This briefing paper summarizes the growth targets process and how it relates to Burien and our comprehensive plan update scheduled for completion in 2011. Following the last briefing report, staff from King County jurisdictions continued to develop and refine preliminary growth target allocations for both housing and jobs for the next planning period (2006-2031). Most notable is the progress made with regard to specific housing and employment target allocations. A preliminary range was established for all jurisdictions, Burien's target range for housing is between 3,700 units and 4,100 units and employment is 4,400 to 4,800 jobs. While these are somewhat larger targets than previously allocated, staff believes that the preliminary allocations equitably distribute the targets amongst jurisdictions within the County. Burien has sufficient zoning to accommodate the projected growth. Questions or concerns regarding the attachment should be directed to David Johanson, either by phone (206) 248-5522 or e-mail [davidj@burienwa.gov](mailto:davidj@burienwa.gov).

**S. What is the Most Popular at [www.burienwa.gov](http://www.burienwa.gov)? (Pg. 53)**

We now have access to website statistics. We will be updating and adding to these on a monthly basis. Attached are highlights from the month of May.

**II. COUNCIL UPDATES/REPORTS**

**A. Invitation for Council to Name Representative to Stakeholder Committee on Large Wood Management (Pg. 55)**

The City of Burien has received a request to appoint a representative to serve on the above-mentioned committee, representing the three watershed forums (Snoqualmie Watershed Forum, WRIA 8 Salmon Recovery Council and Watershed Ecosystem Forum of WRIA 9). Attached is a letter inviting Burien's participation. Council is asked to consider whether they wish to have a representative serve on the Committee.

**B. Letter Sent to Port of Seattle Regarding Lora Lake Apartments Property (Pg.57)**

Mayor McGilton sent a letter to Port Commission President Bill Bryant regarding the contamination on the Lora Lake Apartments property. A copy of the letter outlining Burien's wishes in that matter is attached.

**C. Burien Receives Thank You Letter For Involvement in Justice Assistance Grant (JAG) Collaboration (Pg. 58)**

The City received a letter from King County Executive Kurt Triplett thanking us for our participation in the collaboration of Mayors and City Managers to reach a final agreement for allocation with the City of Seattle and working on a regional agreement in regard to the JAG . (See letter attached.)

**D. Letter Received Regarding West Nile virus (WNV) Program Reduction (Pg. 59)**

Burien received a letter from David Fleming, MD, Director and Health Officer of Seattle and King County Public Health, notifying us that the WNV program is being reduced this year due to reductions in funding for Public Health. The reduction in services is outlined in the attached letter.

**E. South Correctional Entity (SCORE) Minutes – April 22, 2009 (Pg. 61)**

The City has received a copy of the Administrative Board Meeting Minutes from the April 22, 2009 SCORE meeting (attached).

**F. School-City Summit Thank You Letter and Notes (Pg. 67)**

The City received a thank you letter for participating in the May 6, 2009, School-City Summit. A summary of subjects that were identified for possible future discussion was also included (attached).

**G. Citizen Action Report (Pg.69)**

Staff has prepared the May 2009 Citizen Action Report for Council (attached).

**H. Notices (Pg. 77)**

- Annexation Open House will be held on June 16, 2009, 6-7:15 pm at Southern Heights Elementary.
- Public Hearing Notice, June 24, 2009 to hear comments on application for Kevin Flynn with Duncanson Co. for RPP Solutions.





# Highline Public Schools

## District 401

Educational Resource and Administrative Center  
15675 Ambaum Boulevard Southwest  
Burien, Washington 98166  
www.hsd401.org • 206.433.0111

RECEIVED

JUN 03 2009

CITY OF BURIEN

May 27, 2009

Board of Directors

The Honorable Joan McGilton  
Mayor of the City of Burien  
400 SW 152<sup>nd</sup>, Suite 300  
Burien, WA 98166

Bernie Dorsey

Susan Goding

Dear Mayor McGilton:

Sili Savusa

Thank you so much for arranging a meeting with Deputy Superintendent Carla Jackson, principal Kathy Anderson, you, and Mike Martin on May 12 about potential support for bringing a national speaker on Women Leadership to Highline. As you know, 6 women administrators traveled to Savannah last fall and heard Gail Evans speak. Gail is the Executive Vice President of CNN, has authored several books, and has presented on Larry King, and to high powered organizations. Of all the speakers, Gail was by far the favorite, and we would like to bring her to Burien to speak not only to women in school administration positions, but also to our junior and senior girls.

Julie Burr Spani

Michael D. Spear

Superintendent

Gail is in demand, and typically charges nearly \$20,000 per day. Yet, she strongly believes in education and has agreed to come to Highline for a \$5,000 fee, a first class plane ticket, and one night's lodging.

John P. Welch

Highline Public Schools has funds to cover \$4,000 of this expense and is requesting partial financial support from the City and other local organizations to cover the remaining costs. A contribution of \$1,000 would be most appreciated and would help us secure a day with Gail for fall (October or November, 2009). If this amount is beyond your scope, a \$750 or \$500 amount would be also appreciated. The city has already volunteered use of its new conference space for which we are very appreciative. While the event would not be selective (that is, would be open to men and women and advertised as such,) we would love to open this up to other women leaders in Burien who may have an interest in hearing Gail's message.

Attached is a one page overview which gives a little more detail on Gail and the purpose for this event. Thank you very much for considering this request.

Sincerely,

John P. Welch  
Superintendent

Enclosure





#### ABOUT THE AUTHOR

As executive vice president of the CNN Newsgroup, Gail Evans oversees the domestic networks' program and talent development. Additionally she is responsible for CNN's talk show programs and the booking and research departments. Evans's programs have received numerous awards, including a Commendation Award from American Women in Radio and Television and the Breakthrough Award for Women, Men, and Media, as well as several Emmy nominations. She lives in Atlanta.

## ***Women's Leadership in Highline***

**Purpose:** To support women leaders in Highline to be successful in their current positions and in aspiring to future leadership positions.

**Background:** Six women administrators traveled to Savannah this fall for a Women's leadership conference sponsored by AASA (American Association of School Administrators). We spanned a variety of ages and experiences, but all felt moved specifically by one present, Gail Evans. Gail is the Executive Vice President of the CNN Newsgroup and oversees the domestic networks' program and talent development. She has presented to large and small organizations, including Microsoft and a media book event with Larry King.

Her message is that women will become leaders when women allow it--not when men allow it--and that women supporting women to aspire and be successful in leadership positions is essential.

**Plan:** We would like to invite Gail to Highline for one day in fall, 2009 to present to:

- Highline school administrators (open to men as well)
- Junior and senior girls in leadership positions
- Potentially, city leaders who are in- or aspire to- women leadership positions

Because Gail believes so much in schools, she has offered us a special price—more than a 75% discount: \$5,000 fee, first class ticket, and one night's lodging/meals. The total cost is approximately \$7,000.

**Request:** To seek financial support from the City of Burien in sponsoring and/or participating in this event. We are asking for a \$1,000 contribution, and if that is not possible, a \$750 or \$500 contribution. Any amount would be greatly appreciated. (Highline Schools is contributing \$4,000).



# Burien

Washington, USA

## *Nuestra visión para el futuro de la Ciudad de Burien...*

- ❖ **Una comunidad acogedora con vecindarios bien establecidos y un ambiente de pueblo pequeño.**
- ❖ **Una comunidad diversa, segura, libre de delincuencia, y enfocada en su gente.**
- ❖ **Una comunidad que cuente con programas para personas de todas las edades.**
- ❖ **Una comunidad con un gobierno abierto, responsivo, y local y una ciudadanía activa e informada.**
- ❖ **Una comunidad que cuente con áreas naturales abiertas, parques en los vecindarios, senderos, y caminos.**
- ❖ **Una comunidad que haya preservado y mejorado sus lugares históricos y naturales, áreas de hábitat, y calidad de aire y de agua.**
- ❖ **Una comunidad con un sistema de transporte local y regional que combine automóviles, peatones, bicicletas, y tránsito colectivo.**
- ❖ **Una comunidad donde el centro y las zonas comerciales sean activos, atractivos, y acogedores para los clientes.**
- ❖ **Una comunidad con prácticas de uso de suelo que cumplan con las metas de las personas, las empresas, y la comunidad.**
- ❖ **Una comunidad modelo con excelente servicio de policía y de bomberos, escuelas sobresalientes, y servicios e instalaciones comunitarios de primera calidad.**






---

**King Conservation District**

1107 SW Grady Way Suite 130 • Renton, WA 98057 • Phone (425) 282-1900 • Fax (425) 282-1898 • [district@kingcd.org](mailto:district@kingcd.org)

**King Conservation District - City of Burien Partnership  
Report on Assessment Funds and Projects**

**Summary of Assessment Funds**

Total Assessment Collections to Date (1994-2008)	\$ 157,663.91
Amount Utilized to Date	<u>\$ 75,000.00</u>
Amount Available Today (As of 6/1/09)	\$ 82,663.91
Estimated 2009 Collections	<u>\$ 20,541.31</u>
Estimated Amount Available Year-End	\$ 103,205.22

**Summary of Assessment Funded Grants/Service Contracts Awarded to the City of Burien**

(Type, Year, Grant or Service Contract Title, Award Amount)

- Grant, 2005, Eagle Landing Park Interpretation & Reforestation, \$30,000
- Grant, 2007, Seahurst Nearshore Revegetation Project, \$30,000
- Grant, 2009, Eagle Landing/Salmon Creek Vegetative Management Plan, \$15,000

**Assessment Funded Grants Awarded to City of Burien/WRIA 9 Projects**

- Grant, 2004, Enhanced Monitoring Seahurst Park Nearshore Restoration, \$30,000
- Grant, 2006, Seahurst Nearshore Post-Construction Benthic Monitoring, \$18,030
- Grant, 2005, Walker Creek Headwaters/Hoffman Property Acquisition, \$60,000
- Grant, 2005, Eagle Landing Park Interpretation & Reforestation, \$100,000
- Grant, 2007, Seahurst Nearshore Post-Bulkhead Removal Monitoring, \$93,656.00

- Grant, 2007, Seahurst Park North Shoreline Restoration, Schematic Design, \$150,000

## UPDATE OF KING COUNTY GROWTH TARGETS

BRIEFING PAPER – JUNE 2009

Washington's Growth Management Act requires local jurisdictions in King County to adopt and periodically update their comprehensive plans to accommodate 20 years of anticipated population and employment growth. In King County, the amount of growth that each city must plan for is set forth in "growth targets" that are adopted in the Countywide Planning Policies. As part of a broader review and update of the CPPs occurring through 2010, the Growth Management Planning Council (GMPC) has directed staff to develop updated growth targets for consideration and potential adoption in 2009.

In King County, growth targets are policy statements indicating the minimum number of households or housing units and jobs each jurisdiction intends to accommodate during the current Growth Management planning period. The current targets, adopted in 2002, are based on Office of Financial Management (OFM) population projections along with employment forecasts produced by the Puget Sound Regional Council (PSRC).

The county is an attractive region which, over the long term, is expected to see robust amounts of both residential and employment growth. Planning for anticipated growth is essential to maintain the vitality and livability of our region. To that end, growth targets represent a local jurisdiction commitment to accommodate a share of the region's growth through planned land uses and densities, implementing regulations, and capital facilities plans and investments. However, because land development is determined by many factors beyond local government control, the targets are not an obligation to achieve a prescribed level of growth by a certain date.

In 2008, a committee of senior staff from cities throughout the county and from the county itself convened to draft updated growth targets. The "Growth Targets Committee" met monthly from July 2008 through June 2009 and developed a proposed approach, methodology, schedule, and range of numbers for a growth targets update. On April 15, 2009, the Committee recommended to GMPC an approach that addresses the following factors.

**Respond to GMA timelines and local planning needs.** The Growth Management Act requires comprehensive plan updates every 7 years, with the next due in 2011. GMA also requires a UGA review every 10 years that addresses 20-year growth needs. With both deadlines coming up for King County jurisdictions in the next several years, a 2009 adoption of updated growth targets ensures statutory compliance and provides cities with the information they need to plan ahead for anticipated needs. New growth targets would extend the planning period out to 2031, 20 years beyond the 2011 plan update deadline.

**Incorporate new population projections from OFM.** Every five years, the state Office of Financial Management issues population projections for each county in the state as a basis for GMA planning. OFM released new projections in 2007, which show King County growing at a faster rate than previously forecasted and currently planned for. According to the new projections, the county is expected to grow by about 450,000 people between 2006 and 2031 to a total population of 2.3 million. The latest employment forecasts released by PSRC in 2006 show growth in the county, over this same 25-year period, of nearly 440,000 jobs to a total of 1.7 million jobs in 2031.

**Implement *Vision 2040* and the Multicounty Planning Policies.** *Vision 2040* provides substantive guidance for target allocations in each of the four PSRC counties. *Vision 2040*'s Regional Growth Strategy and updated MPPs call for shifts in where growth locates within the region, among the counties, and to groupings of cities called "regional geographies." City-specific target numbers are to be worked out in each county. Regional policy guidance on targets is broadly consistent with current King County CPPs, including limiting rural growth, focusing growth in cities and Urban Centers, and improving jobs-housing balance. New growth targets for King County will move toward achieving the desired pattern of development called for in *VISION 2040*, while recognizing the long-term nature of the regional land use goals and the many challenges involved in moving away from past growth patterns.

**Follow a bottoms-up process that balances regional and local factors.** The county and cities are addressing the growth targets update collaboratively. Every jurisdiction is expected to take a “fair share” of the growth, determined through a process that considers best available demographic, economic, and land use data, and also incorporates regional and countywide policy direction along with unique local factors and policies. Based on these factors, the Growth Targets Committee developed a methodology to convert population and employment forecasts into proposed targets totals for each of the regional geographies in the county. The results of this process are summarized in the table below.

**Table 1: Proposed Growth Allocations to Regional Geographies**

Regional Geography	Proposed Growth Allocations 2006 - 2031		
	Population	Housing Units	Jobs
Metropolitan Cities	206,100	103,000	199,700
Core Cities	139,700	72,800	166,700
Larger Cities	62,200	29,000	42,700
Small Cities	22,700	10,800	9,600
Urban Unincorporated	25,300	18,100	10,600
Rural	13,000	5,400	0
<b>King County Total</b>	<b>469,000</b>	<b>239,100</b>	<b>429,300</b>

Within each Regional Geography, staff met to develop a proposed range of draft targets for housing and jobs for each jurisdiction. Criteria that were used to inform the allocation included the following:

- Countywide Planning Policies, including existing adopted targets for the 2001-2022 planning period
- Data from the 2007 Buildable Lands Report, including development trends and land capacity
- Current population, jobs and land area
- Location within the county, including subarea
- Local policies, plans, zoning and other regulations, and major development projects and proposals
- “Fair share” distribution of the responsibility to accommodate future growth

The results of this process are shown in the tables—Proposed Housing Target Ranges and Proposed Job Target Ranges—which are attached to this memo. The tables indicate a range of potential targets for each city and unincorporated urban area. Within the range, some regional geographies may need to plan for the high or low end in order to reach the overall total for the grouping. As a point of comparison, existing targets for the 2001-2022 planning period are also shown. These targets will be replaced by the new targets once adopted.

**Next Steps.** The Growth Targets Committee will present draft local target ranges to the GMPC at its next meeting on July 15. The GMPC is scheduled to take action to approve final targets at its September 16 meeting. If approved by GMPC, the targets, like any other Countywide Planning Policy, must be ratified by the King County Council and by cities.

Distribution of this memo and proposed target ranges is intended to further local review by cities. Staff will be providing this information to local city councils and other key decision makers. No action is required on the targets at this time, but feedback generated through the local review process is important as the Growth Targets Committee and the GMPC refine the targets proposal in the coming months.

Questions about the growth targets, along with the recommended policy position, should be directed to Chandler Felt, King County Strategic Planning, at (206) 263-9693 / [chandler.felt@kingcounty.gov](mailto:chandler.felt@kingcounty.gov), or Michael Hubner, Suburban Cities Association, at (253) 856-5443 / [mhubner@ci.kent.wa.us](mailto:mhubner@ci.kent.wa.us).

We now have access to website statistics. We will be updating and adding to these on a monthly basis. Here are highlights from the month of May:

**Top content:**

	Number of visits
Home page	13404
Search	789
Special events calendar	680
The Burien News & Announcements / News Flashes	613
Staff Directory	483
FAQs	448
Archive (inc. Online Council Packet)	166
Forms	140
Business Resource Directory	136
Document Center	75

**Most popular search terms:**

	Number of searches
jobs/employment	46
seahurst park	31
annexation	21
business license	21
maps	19
summer camp / camp craz	19
"community assessment survey"	12
library	12
municipal code	12
nera	12

**Number of Visits by New and Returning**

Visitor Types	Visits
New Visitor	5880
Returning Visitor	5372

**Number of Visits and Pageviews**

Visits	Pageviews	Average P/V
11252	36057	3.2





**King County**

**Water and Land Resources Division**

Department of Natural Resources and Parks

King Street Center  
201 South Jackson Street, Suite 600  
Seattle, WA 98104-3855

**206.296.6519** Fax 206.296.0192  
TTY Relay: 711

RECEIVED

JUN 01 2009

CITY OF BURIEN

55

May 27, 2009

Mayor Joan McGilton  
City of Burien  
15811 Ambaum Blvd. SW, Suite C  
Burien, WA 98166

Dear Mayor McGilton:

The King County Water and Land Resources Division is preparing to convene a stakeholder committee on large wood management. The committee will represent a broad spectrum of interests, and will provide input to the Division regarding policies and practices pertaining to the management of large wood in King County rivers. We would like to invite one individual to participate as the representative for the three watershed forums (Snoqualmie Watershed Forum, WRIA 8 Salmon Recovery Council, Watershed Ecosystem Forum of WRIA 9).

In March 2008, the Division completed a report and recommendations in response to Motion 2007-0622 by the King County Council directing the Division to address public safety and health concerns in the placement of large wood in the waterways of the County<sup>3</sup>. This new stakeholder committee is intended to build upon the foundation of the 2008 report and the recommendations included therein.

The 2008 report included a protocol for the consideration of public safety in the placement of large wood (Appendix C), and a protocol for responding to reports of naturally-occurring large wood in navigable rivers and streams (Appendix D). These protocols are currently being implemented by King County. The committee will have an opportunity to hear how the use of the protocols has played out in the past year and will have an opportunity for input into further improvements.

In addition, the report included recommendations for changes in guidance documents, regulations and policies to ensure the consideration of public safety in large wood placement by King County and by other entities engaged in large wood projects. For example, the report recommended a thorough review and update of the "Guidelines for Bank Stabilization Projects in the Riverine Environments in King County" to explicitly consider public safety in the design and construction of future bank stabilization projects.

---

<sup>3</sup> "Report Addressing Public Safety in Placement of Large Wood in King County Waterways". March 2008. King County Department of Natural Resources and Parks, Water and Land Resources Division. Available online at: <ftp://green.kingcounty.gov/transfer/Faegenburg/LW%20Report/>

The stakeholder committee will be charged with two main tasks:

1. Review ongoing efforts to update County guidelines, policies and regulations pertaining to large wood management.
2. Advise the Division on how to improve upon existing mechanisms for incorporating stakeholder input into future large wood placement projects regarding boater safety, ecological value and other considerations.

#### Committee schedule

The stakeholder committee is intended to provide critical short-term input to ongoing efforts while also helping to shape the long-term stakeholder involvement process. Tentatively, the committee will meet two to three times during June-July, 2009 followed by a second set of two to three meetings later in the calendar year following the completion of key work products by the Division. Each meeting is expected to last no more than three hours. We will identify specific dates upon receipt of responses from invited organizations.

Your organization represents interests in this issue that are important to hear as part of an ongoing discussion. We hope that you will agree to participate and we ask you to identify one specific individual to represent your organization at all of the committee meetings.

Please contact our project manager for this effort to indicate your availability and interest, and to provide the name and contact information for your designated representative:

Janne Kaje, Project Manager  
King County Water and Land Resources Division  
Ph: 206-205-8309  
E-mail: [janne.kaje@kingcounty.gov](mailto:janne.kaje@kingcounty.gov)

I want to personally thank you in advance for your willingness to serve on this important committee and for your commitment to making King County a better place to live, work and play for all of us.

Sincerely,



Mark Isaacson  
Division Director

cc: Sandra Kilroy, Section Manager, Rural and Regional Services Section, Water and Land Resources Division, King County Natural Resources and Parks Department  
Janne Kaje, Project Manager, Water and Land Resources Division, King County Natural Resources and Parks Department



# Burien

Washington, USA

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

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

[www.burienwa.gov](http://www.burienwa.gov)

57

June 2, 2009

Commission President Bill Bryant  
Port of Seattle  
P.O. Box 1209  
Seattle, WA U.S.A. 98111

Re: Lora Lake Apartments Property & the Model Toxics Control Act (MTCA) Agreed Order

Dear Mr. Bryant:

The City of Burien has two interconnected objectives for the Lora Lake Apartments property, which is located within the City's 135-acre Northeast Redevelopment Area (NERA). First, the City wants a thorough investigation and appropriate remediation of the contamination that is currently on site. Second, with the City collaborating with the Port on a soon to be completed long-term redevelopment strategy for NERA, the City wants the Lora Lake Apartment property to be ready for development as soon as is practically possible.

With the those two objectives in mind, the City agrees that managing the site through a Model Toxics Control Act (MTCA) Agreed Order is appropriate and will ensure a thorough investigation and cleanup under the close supervision of the Washington State Department of Ecology.

The vacant and deteriorating structures on the site are an attractive nuisance and public safety hazard. We note with some alarm that another vacant structure in the City of Sea Tac was the subject of an arson fire just last week. We are pleased that MTCA Agreed Order will also allow for the apartments to be demolished this summer with safeguards included to protect against soil disturbance and prevent stormwater and contaminants from migrating off site.

We urge the Port of Seattle Commission to take swift action and authorize the MTCA Agreed Order for the Lora Lake Apartments site.

Sincerely,



Joan McGilton  
Mayor, City of Burien

Cc: Commissioner Pat Davis, Port of Seattle  
Commissioner Lloyd Hara, Port of Seattle  
Commissioner John Creighton, Port of Seattle  
Commissioner Gael Tarleton, Port of Seattle  
CEO Tay Yoshitani, Port of Seattle  
Senior Engineer David South, Department of Ecology



## King County

Office of the King County Executive  
401 Fifth Avenue, Suite 800  
Seattle, WA 98104  
206-296-4040 Fax 206-296-0194  
TTY Relay: 711  
www.kingcounty.gov

RECEIVED

JUN 03 2009

CITY OF BURIEN

58

May 29, 2009

The Honorable Joan McGilton  
Mayor, City of Burien  
400 SW 152nd St, Suite 300  
Burien, WA 98166

Dear Mayor McGilton:

I want to take this opportunity to thank you and all the Mayors and City Managers who were involved for working collaboratively with us to reach a final agreement for allocation of the region's American Recovery and Reinvestment Act Byrne Memorial Justice Assistance Formula Grant (JAG). I truly appreciate your willingness to provide an allocation to the county.

Thank you also for your patience as we negotiated the final details of the allocation with the City of Seattle and your commitment to reaching a regional agreement. In the end, I believe our agreement advances the opportunity to support a broad range of activities to prevent and control crime based on our regional and local needs in a year of increased cost and diminishing revenues. The opportunity of this one-time stimulus money represents a fiscal tool to prioritize and place justice funds where they are most needed. This is hopefully just one of many opportunities that we will have to leverage our resources to acquire federal grants for our local and regional purposes.

I want to assure you that in the coming months we will be working together in partnership on the many issues we face including the King County budget, the challenge facing Metro Transit, potential flooding of the Green River Valley, and jail contract extensions. Please do not hesitate to contact my Chief of Staff, Noel Treat, at 206-263-9661 or De'Sean Quinn, Director of Regional and City Relations, at 206-263-9642 if there is anything we can do for you.

Sincerely,

Kurt Triplett  
King County Executive

cc: Noel Treat, Chief of Staff, Office of the King County Executive  
De'Sean Quinn, Director of Regional and City Relations, Office of the King  
County Executive

**Office of the Director**  
401 Fifth Avenue, Suite 1300  
Seattle, WA 98104-1818  
**206-296-4600** Fax 206-296-0166  
TTY Relay: 711  
www.kingcounty.gov/health

RECEIVED

JUN 01 2009

CITY OF BURIEN

**Public Health**   
Seattle & King County

59

May 29, 2009

The Honorable Joan McGilton  
Mayor, City of Burien  
415 SW 150th St  
Burien, WA 98166

Dear Mayor McGilton,

We are writing to let you know that our West Nile virus (WNV) program for this year is being reduced, compared to the past several years, due to reductions in funding for Public Health. West Nile virus is spread by infected mosquitoes, and can cause serious and even fatal disease, although many people may not experience symptoms or only a mild illness. As we head into warmer months, WNV becomes a more active concern.

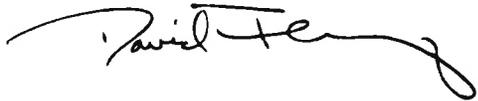
Some laboratory testing of dead birds for WNV will be available through support from the federal Centers for Disease Control and Prevention (CDC), but testing will start later in the summer with fewer birds tested. We continue to take dead bird reports from the public and partner agencies and watch WNV activity elsewhere in Washington and in neighboring states and provinces. Our Communicable Disease/Epidemiology staff receive reports of human WNV disease and follow up on these cases. In the event of a WNV outbreak, we anticipate mobilizing staff to respond to such a circumstance.

Due to our reduced resources, we are ceasing mosquito testing and can no longer respond to complaints about standing water and abandoned swimming pools on private property, other than to direct inquiries to our WNV website or print materials. This may mean that your city will receive more citizen complaints than in past years. We are sending periodic e-newsletters to the WNV Interagency Workgroup, but are not holding our usual spring training or summer meetings. We still have materials that can be distributed by cities and community groups. An order form is available on our website at <http://www.kingcounty.gov/healthservices/health/ehs/westnile/education.aspx>. Please contact us for WNV brochures and flyers as you prepare for the summer.

The increasing presence of West Nile virus over the past four years strongly indicates that the virus is now endemic to many areas of Washington, including the Puget Sound area. Under favorable climate conditions, such as a wet spring followed by a warm dry summer, proliferation of mosquito vector species and amplification of West Nile virus in birds and mosquitoes can reach critical levels that risk transmission to people. It is anticipated that viral activity will intensify and expand into new areas which could result in increasing numbers of human infections. Surveillance for West Nile virus remains a fundamental tool for preventing and controlling the disease, and it is unfortunate that current budget challenges prevent Public Health from maintaining previous surveillance levels.

It is our hope that Public Health can reconstitute a more robust WNV program in future years. We encourage municipalities to continue to perform mosquito surveillance on city properties and conduct mosquito abatement as your budget allows. If you have any questions, please contact Dr. Sharon Hopkins, Public Health Veterinarian, at [sharon.hopkins@kingcounty.gov](mailto:sharon.hopkins@kingcounty.gov) or at 206-263-8454.

Sincerely,

A handwritten signature in black ink, appearing to read "David Fleming". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

David Fleming, MD  
Director and Health Officer

cc: Sharon Hopkins, DVM, MPH, Public Health Veterinarian, Environmental Health Services, Public Health-Seattle & King County (PHSKC)  
Leah Helms, RS, WNV Coordinator, Environmental Health Services, PHSKC

**SOUTH CORRECTIONAL ENTITY**

Serving the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac, and Tukwila

---

**ADMINISTRATIVE BOARD  
MEETING MINUTES**

Wednesday, April 22, 2009  
8:30 a.m.

Renton City Hall  
7<sup>th</sup> Floor Conferencing Center

**MEMBERS PRESENT**

Mayor LEWIS, Auburn  
City Manager MARTIN, Burien (alternate)  
City Manager PIASECKI, Des Moines (alternate)  
Mayor DOVEY, Federal Way  
Mayor LAW, Renton  
Mayor SHAPE, SeaTac (alternate)  
City Manager BERRY, Tukwila

**MEMBERS/ALTERNATES ABSENT****ADMINISTRATIVE STAFF**

Penny Bartley, Interim Director  
Deanna Gregory, Attorney, K&L Gates  
Jay Reich, Attorney, K&L Gates  
Sherry Smith, Recording Secretary

**VISITORS PRESENT**

Kevin Tucker, Des Moines Police  
Kevin Milosevic, Renton Police  
Jim Kelly, Auburn Police  
Roger Baker, Des Moines Police  
Jim Graddon, SeaTac Police  
Ryan Peterson, Highline Thunderword  
Marty Celestres, Kent Resident  
Ron Celestres, Kent Resident  
Cynthia Weed, K&L Gates  
Tabatha Miller, Burien Finance Director  
Iwen Wang, Renton Finance Director  
Jay Covington, Renton CAO  
Scott Kimerer, Burien Police  
Lindsay Sovde, Seattle-Northwest

**NEXT REGULAR MEETING:** Wednesday, May 27, 2009, 8:30 a.m. in the Renton City Hall Conferencing Center.

**CALL TO ORDER**

Mayor DOVEY called the regular meeting to order at 8:30 a.m.

**ROLL CALL**

Mayor LEWIS, Auburn  
City Manager MARTIN, Burien Alternate  
City Manager PIASECKI, Des Moines Alternate  
Mayor DOVEY, Federal Way  
Mayor LAW, Renton  
Mayor SHAPE, SeaTac, Alternate  
City Manager BERRY, Tukwila Alternate

**MEETING MINUTES**

*Mayor SHAPE moved to approve the meeting minutes of March 25, 2009. Mayor LEWIS seconded. Motion carried.*

## VOUCHER APPROVAL

Mayor DOVEY stated that based upon the direction he received at the last meeting, the invoices were sent to the Finance Managers April 8 for review and approval. On April 15, the Operations Board also reviewed and approved presented invoices.

*Mayor LAW moved to approve payment of the submitted vouchers. City Manager MARTIN seconded. Motion carried.*

## DIRECTOR'S REPORT

### a. Project Update

- i. Project Estimate – BARTLEY explained that the April 2009 estimate is below the January 2009 estimate of 56 million. The current estimate is 46 million. Included in the estimate are ten add alternates associated with the project such as parking, and off-site improvements, many of which aren't true alternates. The driveway will be required, and it will be necessary to run the water line down from 200<sup>th</sup> as opposed to 208<sup>th</sup>. Those alternates will get moved into the base scope and will raise the estimate to 49 million, which is still 7 million below the January estimate.

PIASECKI clarified construction de-escalation. By fall it is expected to stabilize and be back to about zero escalation. Construction costs are at about the 2007 levels. There will be another estimate as the construction documents proceed. He asked if any improvements are expected at South 200<sup>th</sup> Street and Des Moines Memorial Drive. BARTLEY stated that the traffic study did not identify any improvements for this location.

- ii. Land Use Submittal – BARTLEY explained that the land use submittal was made last Thursday to Des Moines as well as the grading permit. The threshold determination is expected the middle of May, and land use signs will be posted at 208<sup>th</sup> and 200<sup>th</sup>. There will be a mailing going out next week advising the community of the application. There will also be an expanded mailing covering SeaTac. The information has also been included in the Des Moines Quarterly Newsletter.
- iii. Prequalification of Contractors – BARTLEY submitted a draft RFQ for dirt work. It has been suggested that the dirt work begin no later than August 1. Soil can be re-used and not exported if it is dry. The schedule includes publishing the pre-qualification notice the 1<sup>st</sup> week of May if authorized. Dirt work will take about 2 months. The building permit is scheduled for the first week in September. Earthwork will be paid out of SCORE funds.

Mayor LEWIS stated that his Council has agreed on the original budget, but he is going to be reviewing any costs above the new estimate. Any costs above the new estimates should be brought back to the Administrative Board.

*Mayor LEWIS moved and City Manager BERRY seconded to move forward with the pre-qualification of contractors. Motion carried.*

Mayor DOVEY asked to go back to the City Manager's comment regarding the budget. The alternates on the budget are 2.39 million. LEWIS has stated that when the alternates become part of the project, the information needs to come back to the Board. LEWIS does not want to expand the scope of the project simply because there may now be surplus funds.

BARTLEY explained that the off site improvements will be moved into the base budget. The biggest question is whether to stay with the 668 beds or expand to 820 beds. There will be an additional 2 million dollar cost for the extra 160 beds. Financial models are being run to see if there is merit to building all the beds. The project will be bid with alternates, and then it will be brought back to the board for a final bed decision.

There has been an increase in sales tax and that amount should have been included in the April 9 increase. The estimate was completed after the increase. Sales tax is included in the development cost. BARTLEY will confirm the increase has been accounted for.

b. K&L Gates

BARTLEY recognized that Attorney Jay Reich is moving on to a new career in Washington D.C. He will be working with Gary Locke as the Deputy Chief of Staff with the Commerce Department. He will be leaving in two weeks. Renton CAO Jay Covington thanked Jay for all the work he has done and wished him well.

c. Design Package

BARTLEY submitted a packet of the design development documents for the building and space plans. The Operations Board and work group received the same package. The design will be locked in within two weeks, and includes suggestions from the work group. BARTLEY showed photos of the facility. The overall height is 21 feet. Individual cities have additional renderings. SOJ has been very helpful in their participation in the design follow up meetings,

**OPERATIONS BOARD REPORT**

The Board recognized Roger Baker, Operations Board Chairman – City of Des Moines Police.

BAKER summarized information from the last Operations Board meeting. He submitted the Operations Board recommendations from the minutes of the April 15 meeting.

a. The Operations Board is making two formal recommendations to the Administrative Board.

i. That the Administrative Board approve payment of Invoice Numbers 09-330001-0023, 68161, 29002-2, 1939008, 100535, and 68701 for the total amount of \$544,862.72.

ii. That the Administrative Board approves the proposed Operation's Board By-laws.

- b. Permanent Director – It is the consensus of the Operations Board to recommend to the Administrative Board to look at outside consultants to assist with the search for a permanent director. BARTLEY has been very helpful in guiding us through this process.

LEWIS requested clarification of hiring a consultant to develop the job description and list of duties. BAKER suggested that this is a large facility. The Board may wish to look at how this operation compares to other large jail operations and see what their specific requirements are that have not already been identified, and look at other jail operations across the country.

LEWIS suggested falling back on the experience of Valley Com and others. There are personnel within the cities that could provide this task and he does not wish to hire a consultant.

BAKER explained that the suggestion does not exclude current agencies working on the project.

MARTIN asked if the discussion surrounded the hiring of the person who will ultimately oversee the jail itself. BAKER confirmed that yes; it would also include overseeing the hiring.

Mayor DOVEY asked what the suggested timeline was. BAKER stated that as expressed previously, the thought is to move as quickly as possible in the selection of the director so that person will have as much hands on time as possible.

MARTIN stated that it sounds like two different skill sets might be required. There does need to be a specialist to run the jail. BAKER confirmed that the focus is more on the operations of the jail. Experience may lend itself to staffing and any modifications of the facility. MARTIN asked if there is a more efficient organization model for bringing that person on board and possibly have them as a part of the Operations Board. BAKER believes they should be a part of the Operations Board as well as the Administrative Board. MARTIN responded that the person does not have to know about putting together bond issues. BAKER suggested that there is an inherent advantage of bringing the person onboard to oversee this. Mayor DOVEY agrees. MARTIN does not believe the permanent director should replace the Interim Director's position.

PIASECKI agreed with Mayor LEWIS believing that any city with a Human Resource Manager could put together the job description and task list – but his city could not produce that because of the time involved. He would support another city completing this part. He suggested having an executive job search.

LEWIS stated that the Human Resources Managers could decide the process rather than the Board making the decision as to the process. He would like to see HR personnel make the recommendation to the consultant process.

PIASECKI suggested that staff to the Operations Board could do the legwork to bring in the executive search team. Part of the selection process would be requiring the perspective team to develop the job description. They can spend the time putting together the announcement, brochure, soliciting people to apply, etc. MARTIN agrees with LEWIS and PIASECKI.

MARTIN suggested that HR people could be pulled from those cities that have jails. They can begin the discussion and solicit the firm. The firm can put together a job description. The Operations Board can then review it and the consulting firm can begin the search.

Mayor DOVEY stated that as he looks at the bid and where the expenses are, prices are going down, people are competing for business. Executive search firms should be competing for us, writing what the job description would be, and then the HR personnel can massage the information. LEWIS agreed that the first thing is an RFP for the company, and then the development of the job description, the Operations Board will then review it. PIASECKI agrees to get someone on board to develop a job description. It would be at least six months before hiring a permanent director.

Mayor DOVEY suggested Jail cities get together with the Board. Federal Way volunteered. Jay Covington stated that Renton will also be involved.

BAKER – the motion should be that the Operations Board will receive direction from one or more HR staff.

***PIASECKI moved to direct the Operations Board to work with Human Resources personnel from at least two cities to suggest an RFP process that the Administrative Board can review at the May Board meeting. Mayor LAW seconded. Motion carried.***

#### **OLD BUSINESS**

a. Budget Approval

BARTLEY is asking the Board to approve a project length budget covering all of the costs of construction and bond issuance. BARTLEY stated that the budget would be amended once the construction bids are received. As soon as the budget is approved, Renton can set up a separate set of accounts, independent of Renton's.

***LEWIS moved to approve the budget as submitted. SHAPE seconded. Motion carried.***

i. Bellevue Property

PIASECKI asked for an update on the Bellevue property. BARTLEY explained that the property did close. The contract for disbursement is between Bellevue and King County. Bellevue is seeking indemnification from each city. Once those agreements are received, the funds will be distributed, possibly within the next 60 days and prior to the dirt contract.

b. DLR Contract - Mayor DOVEY explained that we anticipate the contract approval and BARTLEY will call when it is ready for signature.

c. Construction Manager Approval

BARTLEY reviewed that at the last meeting the Board asked for a written record of the recommendation for the Construction Manager. She submitted a memorandum detailing the process.

PIASECKI made a motion asking for clarification, but the contract had already been approved. MARTIN confirmed that everyone would be happy with the company that was selected.

- d. June meeting dates – The AWC Conference conflicts with the regular June 24 meeting date. The preference for meeting in June is Thursday, June 18 at 8:30 a.m.

### **NEW BUSINESS**

- a. Operations Board Bylaws. A hard copy was included in the packet. Review it and bring it back to the May meeting. LEWIS would like the bylaws to be separate, one for the Administrative Board and one for the Operations Board. The consensus of the board was to separate them.
- b. Community outreach. BARTLEY stated that SCORE has received a letter of interest and a few inquiries as well as an email from a neighbor of the site. She suggested that K&L Gates draft a letter that identifies the community measures and that SCORE is not in a position to compensate the resident at this point. She will mail the letter with the Operations Board approval.

There has also been another inquiry. There is a bicycle park that is located adjacent to the SCORE parcel. It is a large fenced area, and the driveway separates the property east and west. The project does not impact the bicycle park at all. People will continue to be allowed to use the park. South of that location makeshift bicycle trails have been set up. The Port of Seattle does not want the property used for that. It is illegal trespassing. Someone has been injured on that property. SCORE will need to establish security on that site. BARTLEY has meetings with two of the bike clubs this week. There will not be any restrictions to the existing bike park which is over 60 acres.

MARTIN asked if board members need to hear the responses to the inquiries. BARTLEY would like approval of a standard response that reflects the desires of the Board. Mayor DOVEY and BARTLEY have discussed a response. It is important that she have a standard response so inquiries can be responded to in a timely manner.

PIASECKI – it is important for the Board to say this is the type of response for BARTLEY to send out. BARTLEY – the letter included in your packet is a reflection of the Board's stance. Anything unique will be brought to the Board. LEWIS stated that anything unique bring to the Chair, otherwise just answer.

There has been very little interest from Burien citizens regarding the project. Mayor Lewis stated that an article on their front page signified the jail as a cost saving measure, and Auburn has also been quiet. SHAPE believes activity will pick up when construction begins and PIASECKI says it may pick up during the permitting process. Des Moines has received neutral or positive responses, nothing negative. LEWIS attends four to six Auburn neighborhood meetings a month and citizens have thanked him for implementing cost saving projects like SCORE.

### **ADJOURNMENT**

The meeting adjourned at 0937.

Respectfully submitted,  
Sherry Smith  
Recording Secretary



# Highline Public Schools

## District 401

Educational Resource and Administrative Center  
15675 Ambaum Boulevard Southwest  
Burien, Washington 98166  
www.hsd401.org • 206.433.0111

RECEIVED

MAY 23 2009

CITY OF BURIEN

May 20, 2009

**Board of Directors**

Bernie Dorsey

Susan Goding

Sili Savusa

Julie Burr Spani

Michael D. Spear

**Superintendent**

John P. Welch

Mr. Mike Martin, City Manager  
City of Burien  
400 SW 152<sup>nd</sup> Street, Suite 300  
Burien, WA 98166

Dear Mike:

I want to thank you and your city council members for participating in the School-City Summit at Cedarbrook Conference Center on May 6. I believe the meeting was informative and beneficial for all as we continue to build relationships to support the students and families across our communities. I sincerely believe we can better impact our respective communities if we collaborate, partner, and share resources as appropriate.

I have attached the list of potential topics for future discussion that the group identified. It is my understanding that each city will identify two representatives (a primary and a back-up) to work with a representative from our school board to determine appropriate next steps. Please submit the names of your representatives and contact information to my office and I will get them to the school board. It is my understanding, once our board identifies their representative they will be in contact with the identified person from your city.

I have also attached an invoice that indicates your cities cost for the event. Please make a check payable to Highline School District in the amount of \$676.48, and send it to the attention of my assistant, Jan May.

Sincerely,

John P. Welch  
Superintendent

Attachments

## **School-City Summit Notes**

**May 6, 2009**

68

### **SUBJECTS IDENTIFIED FOR POSSIBLE FUTURE DISCUSSION:**

- **Communication and Public Relations**
  - Marketing of Middle & High Schools (correcting misperceptions)
  - School “corner” in city bulletins about events, positive stories and future plans
  - Increasing positive public relations
  - Expanding volunteer opportunities (example – noxious week program, etc.)
  - Distribution of Information
- **City & School Shared Events**
  - Back to School Fairs including services for kids and families (haircuts, healthcare, dental services, backpack distribution, etc. – SeaTac model)
- **Partnerships and Shared Facilities:**
  - Community School Collaboration
  - After school programming
  - Mount Rainier Pool.
  - Long-range facilities cost/planning.
  - Joint use of facilities and fields
  - Where are we going with long-term planning.
  - Partnering with cities on school designs.
- **Emergency Prep/Disaster Plan**
  - Talk about community preparedness and use of facilities for emergency preparation.
  - Emergency preparedness (planning/coordination and CERT)
  - Emergency operation preparedness (joint efforts – Karen, Tony Zeman, and Highline Hospital.
- **Campus & Student Safety**
  - Gang awareness, prevention and intervention
  - School Resource Officers (duties and cost structure)
  - Crosswalks, speed zones, etc.
- **Other topics:**
  - Surplus properties.
  - Future bond for school/construction.
  - Community schools expansion.
  - Walk to school promotion.
  - School Start Times and Year Round Calendar
  - Joint grant writing and fundraising
  - Graduation Requirements, WASL Testing, Academic Rigor
  - Libraries



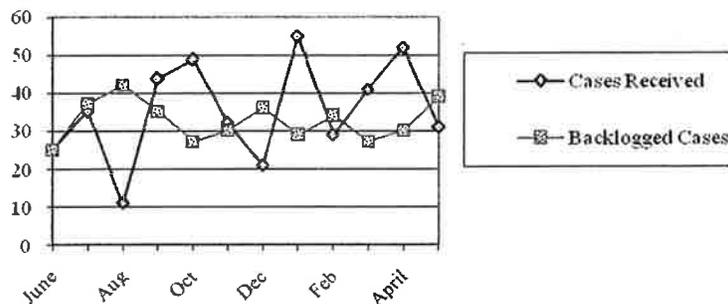
## CITY OF BURIEN

## MEMORANDUM

**DATE:** June 1, 2009  
**TO:** Mike Martin, City Manager  
**FROM:** Scott Greenberg, Community Development Director  
**RE:** May 2009 Citizen Action Report

This report reflects the caseload for May and includes all backlog cases open as of May 31, 2009. As of that date, there were 64 open cases. 39 of the open cases are more than five weeks old and are considered backlog. There were 20 cases initiated by staff/police, and 11 cases initiated by residents, during the month of May.

Citizen Action Case Status



	June	July	Aug	Sept	Oct	Nov	Dec	Jan '09	Feb	March	April	May
<b>Cases Received</b>	25	35	11	44	49	32	21	55	29	41	52	31
<b>Backlogged Cases</b>	25	37	42	35	27	30	36	29	34	27	30	39
<b>Total Open Cases</b>	45	61	52	54	56	53	45	55	48	48	57	64
<b>% of Backlog</b>	56%	61%	81%	65%	48%	57%	80%	53%	71%	56%	53%	61%

As usual, please let me know if you have any questions or suggestions for additional improvements to this report.

Cc: Scott Greenberg, Community Development Director  
 Jim Bibby, Code Compliance Officer  
 Henry McLauchlan, Administrative Sergeant  
 Chris Bacha, City Attorney

Michael Lafreniere, Parks Director  
 Jan Vogee, Building Official  
 Doug Lamothe, Interim Public Works Director  
 Liz Ockwell, Assistant Planner





# Monthly Report to the City Manager

## Citizen Action Request Case Status

Report Date: 06/01/2009

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
504	City Attorney	CAR-08-0022	01/14/2008	Nuisance	14456 18TH AV SW Parking & nuisance	Other - See Notes	05/01/2009	Open
426	City Attorney	CAR-08-0117	04/01/2008	Nuisance	12928 6TH AV S Vegetation	Site Investigation	03/10/2009	Open
418	Building	CAR-08-0127	04/09/2008	Planning / Zoning	15903 MAPLEWILD AV SW Critical slope retaining wall replacement	Other - See Notes	05/01/2009	Open
350	City Attorney	CAR-08-0206	06/16/2008	Housing Concerns	329 S 150TH ST Nuisance, Housing Concern, Demo etc	Case Preparation	05/01/2009	Open
315	City Attorney	CAR-08-0233	07/21/2008	Animals	1521 SW 160TH ST Nuisance, animals & RCW Add alleyway & KC	Site Investigation	04/30/2009	Open
251	City Attorney	CAR-08-0326	09/23/2008	Nuisance	15839 6TH AV SW Nuisances	Meeting	04/21/2009	Open
243	Code Enforcement	CAR-08-0338	10/01/2008	Sign Violation	Sign Violation / Olympic Coffee	Other - See Notes	05/01/2009	Open
230	Building	CAR-08-0361	10/14/2008	Building	611 SW 142ND ST Building - Demo Permit	Phone Call	05/13/2009	Open
216	City Attorney	CAR-08-0379	10/28/2008	Sign Violation	1022 S 144TH ST Signs / Business License	Other - See Notes	02/25/2009	Open
203	Code Enforcement	CAR-08-0399	11/10/2008	Nuisance	13227 2ND AV S Vegetation / Vehicles-Anderson	Phone Call	11/12/2008	Open
194	Code Enforcement	CAR-08-0403	11/19/2008	Abandoned Vehicle	624 SW 136TH PL Vehicles / Leggett	Site Investigation	04/06/2009	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
192	City Attorney	CAR-08-0408	11/21/2008	Building	13430 1ST AV SW Building / Weythman	Site Investigation	02/10/2009	Open
136	Code Enforcement	CAR-09-0020	01/16/2009	Sign Violation	13424 1ST AV S Sign Violation / Room by Room	Enforcement Letter 1		
130	Code Enforcement	CAR-09-0031	01/22/2009	Nuisance	800 SW 135TH ST Nuisance / Russell	Case Received	02/03/2009 01/22/2009	Open Open
129	Code Enforcement	CAR-09-0039	01/23/2009	Graffiti	15019 AMBAUM BL SW Business License Salva Mex Sign / Banner	Enforcement Letter 1	04/13/2009	Open
97	Code Enforcement	CAR-09-0079	02/24/2009	Nuisance	14211 12TH AV SW Nuisance / Spear		03/16/2009	Open
91	Code Enforcement	CAR-09-0092	03/02/2009	Sign Violation	13222 1ST AV S Sign Violation / CAR STOP	Case Received	03/04/2009	Open
89	Code Enforcement	CAR-09-0093	03/04/2009	Nuisance	15502 4TH PL SW Nuisance / View Ridge	Case Received	03/04/2009	Open
83	Building	CAR-09-0098	03/10/2009	Building	14223 1ST AV S Building Permit / American Collision	Other - See Notes	04/20/2009	Open
80	Code Enforcement	CAR-09-0102	03/13/2009	Nuisance	405 SW 128TH ST Nuisance / Biros	Site Investigation	04/28/2009	Open
80	Code Enforcement	CAR-09-0103	03/13/2009	Nuisance	403 4TH AV SW Nuisance / Anchetta	Site Investigation	04/28/2009	Open
75	Code Enforcement	CAR-09-0111	03/18/2009	Nuisance	14448 8TH AV S Nuisance / Pham	Phone Call	04/16/2009	Open
67	Code Enforcement	CAR-09-0119	03/26/2009	Nuisance	621 S 146TH ST Nuisance / Alexander/Woodbury	Other Letter	05/11/2009	Open
62	Code Enforcement	CAR-09-0124	03/31/2009	Illegal Dumping	Illegal Dumping / Pitman	Other - See Notes	04/16/2009	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
59	Code Enforcement	CAR-09-0145	04/03/2009	Parking	16429 3RD AV S Parking / Fernandez	Case Received	04/09/2009	Open
56	Code Enforcement	CAR-09-0129	04/06/2009	Illegal Dumping	16223 DES MOINES MEMORIAL DR S Illegal Dump / Heera	Case Received	04/06/2009	Open
56	Code Enforcement	CAR-09-0130	04/06/2009	Planning / Zoning	151 S 136TH ST Vehicle Repair-Parking / Tran	Site Investigation	04/21/2009	Open
56	Code Enforcement	CAR-09-0136	04/06/2009	Nuisance	638 SW 137TH ST Nuisance / Lunt	Case Received	04/06/2009	Open
55	Code Enforcement	CAR-09-0138	04/07/2009	Planning / Zoning	620 SW 134TH ST Planning-Zoning / Business	Enforcement Letter 1	04/13/2009	Open
55	Public Works	CAR-09-0143	04/07/2009	ROW Issue	14925 22ND AV SW ROW / Church vehicle parking	Other - See Notes	04/16/2009	Open
52	Planning	CAR-09-0146	04/10/2009	Planning / Zoning	12605 SHOREWOOD DR SW Cutting In Critical area / Knowlton	Phone Call	05/12/2009	Open
48	Planning	CAR-09-0152	04/14/2009	Planning / Zoning	11911 14TH AV SW Zoning / Critical Area cutting	Phone Call	05/04/2009	Open
46	Code Enforcement	CAR-09-0154	04/16/2009	Parking	13234 10TH AV S Parking / Nguyen	Phone Call	05/28/2009	Open
46	Code Enforcement	CAR-09-0159	04/16/2009	Nuisance	Nuisance / Enterprise	Case Received	04/16/2009	Open
45	Code Enforcement	CAR-09-0157	04/17/2009	Sign Violation	15614 1ST AV S Sign / Profilic Hair	Enforcement Letter 1	06/01/2009	Open
42	Code Enforcement	CAR-09-0158	04/20/2009	Nuisance	848 SW 139TH ST Nuisance / Salmeron-Vehicles	Case Received	04/20/2009	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
37	Code Enforcement	CAR-09-0173	04/25/2009	Nuisance	16008 9TH AV SW Nuisance / Korga	Case Received	04/28/2009	Open
37	Code Enforcement	CAR-09-0174	04/25/2009	Sign Violation	302 SW 146TH ST Sign Violation / Elderly Care	Case Received		
37	Code Enforcement	CAR-09-0176	04/25/2009	Sign Violation	14613 12TH AV SW Sign-Violation / Good Guys Const.	Case Received	04/28/2009 04/30/2009	Open Open
32	Code Enforcement	CAR-09-0185	04/30/2009	Nuisance	13424 1ST AV SW Nuisance / Wells	Phone Call	05/03/2009	Open
31	Code Enforcement	CAR-09-0180	05/01/2009	Housing Concerns	Housing Concern / Kuhn B/L	Phone Call	05/28/2009	Open
28	Code Enforcement	CAR-09-0181	05/04/2009	Housing Concerns	13213 AMBAUM BL SW Housing, Mold / Cedarstone Apts	Phone Call	05/13/2009	Open
28	Code Enforcement	CAR-09-0182	05/04/2009	Nuisance	1004 S 136TH ST Nuisance / Laine	Case Received	05/04/2009	Open
25	Code Enforcement	CAR-09-0198	05/07/2009	Sign Violation	13260 1ST AV S Sign & Business License / Shiotani & Raley	Case Received	05/21/2009	Open
25	Code Enforcement	CAR-09-0202	05/07/2009	Business License	13400 1ST AV S Business License / Dan Steele Massage	Phone Call	05/21/2009	Open
24	Code Enforcement	CAR-09-0187	05/08/2009	Business License	11921 AMBAUM BL SW Business Licenses (2) / Torzecka	Case Received	05/08/2009	Open
20	Code Enforcement	CAR-09-0188	05/12/2009	Nuisance	324 SW 136TH ST Nuisance Trash - Myers	Phone Call	05/14/2009	Open
20	Code Enforcement	CAR-09-0190	05/12/2009	Illegal Dumping	Illegal Dump / Millenium Property	Case Received	05/12/2009	Open
20	Code Enforcement	CAR-09-0191	05/12/2009	Graffiti	12807 DES MOINES MEMORIAL DR S Graffiti / 76 Station	Phone Call	05/16/2009	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
19	Code Enforcement	CAR-09-0200	05/13/2009	Parking	637 SW 136TH PL Parking / Halasz	Case Received	05/22/2009	Open
17	Code Enforcement	CAR-09-0194	05/15/2009	Business License	239 SW 137TH ST Business License / Eremita Prop.	Case Received	05/19/2009	Open
17	Code Enforcement	CAR-09-0197	05/15/2009	Business License	16244 19TH AV SW Business License / Quan	Other - See Notes	05/29/2009	Open
14	Code Enforcement	CAR-09-0192	05/18/2009	Critical Area Concerns	14909 28TH AV SW Critical Area Tree Removal / McLaughlin	Meeting	05/22/2009	Open
12	Code Enforcement	CAR-09-0195	05/20/2009	Housing Concerns	14431 DES MOINES MEMORIAL DR S Housing Concern / Vagrant Living	Case Received	05/20/2009	Open
12	Code Enforcement	CAR-09-0196	05/20/2009	Nuisance	16413 SYLVESTER RD SW Nuisance / King	Case Received	05/21/2009	Open
11	Code Enforcement	CAR-09-0199	05/21/2009	Nuisance	511 SW 137TH ST Nuisance / Pilo	Case Received	05/21/2009	Open
6	Code Enforcement	CAR-09-0201	05/26/2009	Graffiti	15003 AMBAUM BL SW Graffiti / B & E Meats	Case Received	05/26/2009	Open
5	Code Enforcement	CAR-09-0203	05/27/2009	Graffiti	Graffiti / Evergreen Eye	Case Received	05/27/2009	Open
5	Code Enforcement	CAR-09-0204	05/27/2009	Graffiti	908 SW 152ND ST Graffiti / Hayes Feed	Case Received	05/27/2009	Open
5	Code Enforcement	CAR-09-0205	05/27/2009	Graffiti	15105 AMBAUM BL SW Graffiti / Taqueria El Rinconsito	Case Received	05/27/2009	Open
5	Code Enforcement	CAR-09-0206	05/27/2009	Nuisance	13526 14TH AV S Nuisance / Robbins	Case Received	05/27/2009	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
5	Code Enforcement	CAR-09-0209	05/27/2009	Graffiti	Graffiti / Vacant, Right Way Auto	Case Received	05/29/2009	Open
4	Code Enforcement	CAR-09-0207	05/28/2009	Nuisance	14640 20TH AV SW Nuisance / Hendrickson	Enforcement Letter 1	06/01/2009	Open
3	Code Enforcement	CAR-09-0210	05/29/2009	Housing Concerns	13046 7TH AV S Housing / Weinert	Case Received	05/29/2009	Open



# Burien

Washington, USA

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

77

**DATE:** June 9, 2009  
**FOR RELEASE:** Immediately  
**CONTACT:** City Clerk's Office, (206) 248-5517

## INFORMATIONAL OPEN HOUSE ON ANNEXATION

Members of the Burien City Council may be attending a community informational open house held by the City of Burien for the purpose of discussing Annexation on Tuesday, June 16, 2009, from 6:00 to 7:15 p.m. at Southern Heights Elementary School, 11249 14th Ave. South, Seattle, 98168.

###

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

cc: Burien City Council  
Burien Staff  
Discover Burien  
B-Town Blog

Highline Times  
King County/Burien Public Library  
Web site: [www.ci.burien.wa.us](http://www.ci.burien.wa.us)  
White Center Now

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



# Public Hearing Notice

78

City of Burien

400 SW 152<sup>nd</sup> Street

Burien, Washington 98166-3066

**Hearing Information**

The City of Burien Hearing Examiner will hold a public hearing on **June 24, 2009 at 2:00 PM** at the **new Burien City Hall**, located at **400 SW 152<sup>nd</sup> Street** to receive public comments on the following application:

**Applicant**

Kevin Flynn with Duncanson Co. for RPP Solutions LLC

**Proposal**

Subdivide existing .69 acre residential lot into eight (8) single-family residential lots.

**File No.**

PLA 08-2148

File is available for viewing at Burien City Hall during regular business hours.

**Location**634 South 150<sup>th</sup> St., Burien, WA**Tax Parcel No.**

1760600158

**Current Zoning**

RM-24 (Residential Multi-Family)

**How to Comment**

Any person may submit written or oral comments or testimony at the public hearing, or may submit written comments prior to the hearing. Written comments may be submitted in person, via mail, e-mail or by facsimile. Only persons who submit written or oral comments prior to the close of the hearing may appeal the decision. All documents submitted or requested as part of this application, including the City staff report are available for review at City Hall during regular business hours.

**Project Planner**

Stephanie Jewett, AICP, Project Planner

(for submittal of  
written comments or  
for more information)

Department of Community Development

City of Burien

400 SW 152<sup>nd</sup> St., Suite 300

Burien, WA 98166

Phone: (206) 439-3152 E-Mail: [stephaniej@burienwa.gov](mailto:stephaniej@burienwa.gov)

Published in the  
Seattle Times

Date of Notice: June 10, 2009

cc: Burien City Council  
Burien Staff  
Discover Burien  
B-Town Blog

Highline Times  
King County/Burien Public Library  
Web site: [www.burienwa.gov](http://www.burienwa.gov)  
White Center Now

**CITY OF BURIEN  
AGENDA BILL**

<b>Agenda Subject:</b> Review of Council Proposed Agenda Schedule		<b>Meeting Date:</b> June 15, 2009
<b>Department:</b> City Manager	<b>Attachments:</b> <u>Proposed Meeting Schedule</u>	<b>Fund Source:</b> N/A <b>Activity Cost:</b> N/A <b>Amount Budgeted:</b> N/A <b>Unencumbered Budget Authority:</b> N/A
<b>Contact:</b> Monica Lusk, City Clerk		
<b>Telephone:</b> (206) 248-5517		
<b>Adopted Work Plan Priority:</b> Yes    No <input checked="" type="checkbox"/>	<b>Work Plan Item Description:</b> N/A	
<b>PURPOSE/REQUIRED ACTION:</b>  The purpose of this agenda item is for Council to review the proposed City Council meeting schedule. New items or items that have been rescheduled are in bold.		
<b>BACKGROUND (Include prior Council action &amp; discussion):</b>  According to City Council policies, the proposed meeting schedule is reviewed during the last meeting of each month.		
<b>OPTIONS (Including fiscal impacts):</b>  1. Review the schedule, and add, delete, or move items. 2. Review the schedule and make no modifications.		
<b>Administrative Recommendation:</b> Review the Proposed Council Agenda Schedule.		
<b>Committee Recommendation:</b> N/A		
<b>Advisory Board Recommendation:</b> N/A		
<b>Suggested Motion:</b> None required.		
Submitted by: Monica Lusk <b>Administration</b> 		<b>City Manager</b> 
<b>Today's Date:</b> June 5, 2009		<b>File Code:</b> <u>R:/CC/AgendaBill2009/0561509cm-2</u> proposedagendareview.doc



**CITY OF BURIEN**  
**PROPOSED COUNCIL AGENDA SCHEDULE**  
**2009**

**3<sup>rd</sup> Quarter**

1. **Motion to Adopt Proposed Resolution No. 294, Entering Findings of Fact and Conclusions of Law Regarding Approval of the Navos Mental Health Facility Type 3 Land Use Review ( 1210 SW 136<sup>th</sup> Street).**  
*(Scheduled on 7/6 - Community Development)*
2. **Discussion on Proposed Ordinance Relating to Regulation of Firearms.**  
*(Rescheduled from 6/15 to 7/6 - City Manager)*
3. **Discussion on a Parks Board Recommendation to Name the 141<sup>st</sup> Street Stormwater Pond Park.**  
*(Rescheduled from 6/15 to 7/6 - Parks)*
4. **Discussion on Motion to Adopt Resolution No. xxx, Relating to 2009 Comp Plan Amendment Docket.**  
*(Scheduled on 7/6 - Community Development)*
5. **Discussion on Resolution Relating to Deposits for Engineering and Consultant Services.**  
*(Scheduled on 7/6 – Public Works)*
6. **Introduction of and Presentation by Sarah Slaughter, President of Discover Burien.**  
*(Scheduled on 7/20 – City Manager)*
7. **Motion to Approve Resolution No. xxx, Relating to 2009 Comp Plan Amendment Docket.**  
*(Rescheduled from 8/3 to 7/20) – Community Development)*
8. **Motion to Adopt “Linde Hill Park” as the Formal Name for the 141<sup>st</sup> Street Stormwater Pond Park.**  
*(Rescheduled from 7/6 to 7/20 - Parks)*
9. **Update on the Urban Forestry Strategic Plan/City Parks.**  
*(Rescheduled from 6/1 to 7/20 - Parks)*
10. **Discussion on Proposed Ordinance Relating to Compliance with National Pollution Discharge Elimination System Permit.**  
*(Scheduled on 7/20 - Public Works)*
11. **Motion to Adopt Ordinance No. xxx, Relating to Compliance with National Pollution Discharge Elimination System Permit.**  
*(Scheduled on 8/3 - Public Works)*
12. **Discussion on SW 153<sup>rd</sup> Street Beautification Program.**  
*(Scheduled on 8/3 - Council direction on 5/11)*
13. **Discussion on Potential Financial Long-Term Solutions**  
*(Scheduled on 8/17 - Finance)*
14. **Update on Downtown Parking Study Implementation.**  
*(Rescheduled from 6/15 to 8/17 – Community Development)*
15. **Update on the Wellness Cluster.**  
*(Rescheduled from 6/15 to 9/14 - City Manager)*
16. **9/28 – Quarterly Workshop**



**CITY OF BURIEN  
AGENDA BILL**

<b>Agenda Subject:</b> Discussion of Draft Resolution to Become a Cascade Agenda City		<b>Meeting Date:</b> June 15, 2009
<b>Department:</b> Community Development	<b>Attachments:</b> 1. <u>Draft Resolution</u> 2. <u>Program Information</u>	<b>Fund Source:</b> N/A <b>Activity Cost:</b> N/A <b>Amount Budgeted:</b> N/A <b>Unencumbered Budget Authority:</b> N/A
<b>Contact:</b> Scott Greenberg, Community Development Director		
<b>Telephone:</b> (206) 248-5519		
<b>Adopted Initiative:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Initiative Description:</b> N/A	
<p><b>PURPOSE/REQUIRED ACTION:</b> The purpose of this item is to introduce the City Council to the Cascade Agenda Cities Program and to discuss a draft Resolution to join the program. No action is required at this meeting.</p> <p><b>BACKGROUND (Include prior Council action &amp; discussion):</b></p> <p>The Cascade Land Conservancy (CLC) is Washington's largest independent land conservation and stewardship organization. CLC is working with their partners to chart a bold course with The Cascade Agenda. Over the next 100 years, the Puget Sound region's population will grow by 3.5 million people. The Cascade Agenda links the landscape conservation element of CLC with support for the creation of livable, vibrant cities and towns.</p> <p>Membership in CLC's Cascade Agenda Cities Program would provide Burien with the following services:</p> <ul style="list-style-type: none"> <li>• Recognition as a regional leader in creating smart communities</li> <li>• Technical assistance on growth options</li> <li>• Access to best practices through a region-wide learning network of peers</li> <li>• Workshops with other innovative cities and regional experts</li> <li>• Community outreach on how to create a better future for the region</li> <li>• Membership in the Cascade Agenda Coalition--directed at influencing state level policy</li> </ul> <p>A City Council Resolution is required to join the program. Jeff Aken from CLC will be at your meeting for a brief presentation and to answer questions. Staff is requesting action on your July 6<sup>th</sup> consent agenda.</p> <p><b>OPTIONS (Including fiscal impacts):</b> N/A</p>		
<b>Administrative Recommendation:</b> Discuss proposed Resolution, and direct staff to place Resolution on July 6 <sup>th</sup> Consent Agenda for action.		
<b>Committee Recommendation:</b> N/A		
<b>Advisory Board Recommendation:</b> N/A		
<b>Suggested Motion:</b> None required.		
Submitted by: Scott Greenberg <b>Administration</b> 		Mike Martin <b>City Manager</b> 
<b>Today's Date:</b> June 5, 2009	<b>File Code:</b> R://CC/AgendaBill2009/061509cd-1 Cascade Agenda Cities	



RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY OF BURIEN, WASHINGTON, TO  
BECOME A CASCADE AGENDA CITY**

**WHEREAS**, the population in the Puget Sound region is expected to double in the next one hundred (100) years on top of the already dramatic growth recently experienced, thereby significantly impacting the growth of cities and towns, and

**WHEREAS**, long-term ecosystem health, economic vitality and quality of life are of critical importance to citizens of the City, and

**WHEREAS**, in the face of such growth, the City can maintain and enhance the quality of life by guiding how and where this growth will occur, and

**WHEREAS**, *The Cascade Agenda* is a 100-year collective vision for the central Puget Sound region with the goals of conserving 1.3 million acres of working farms, forests, and natural areas and creating vibrant and livable communities, while sustaining a strong regional economy, and

**WHEREAS**, The Cascade Land Conservancy, recognizing the relationship between making our communities spectacular enough to attract growth and the conservation of this region’s ecosystems and working lands, has launched the “Cascade Agenda Cities Program” to help local jurisdictions create complete, compact and connected communities.

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

Section 1. The City endorses the vision articulated in *The Cascade Agenda* as beneficial to the City and the region as a whole.

Section 2. The City shall pursue a partnership with the Cascade Land Conservancy as a member of the Cascade Agenda Cities Program to advance this vision within the community.

Section 3. The City will seek to align policies and programs on community development, housing, transportation, parks, open space, and sustainability with the objectives of The Cascade Agenda Cities Program, striving to make the City more complete, compact and connected.

Section 4. The City Manager shall appoint a staff person to act as the City’s primary contact with respect to Cascade Agenda Cities related activities.

PASSED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON,  
WASHINGTON, AT A REGULAR MEETING THEREOF THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

86

CITY OF BURIEN, WASHINGTON

Joan McGilton, Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:  
Christopher Bacha  
Interim City Attorney

Filed with the City Clerk:  
Passed by the City Council:  
Resolution No.: xxx



## CASCADE AGENDA CITIES PROGRAM

**The Puget Sound region has a spectacular natural environment with mountains, forests, streams and a strong legacy of working lands. It is a striking place to live with a strong job market, great neighborhoods and community assets, remarkable parks, libraries and museums.**

**The region is at a critical moment in its history. Population is expected to double in the next 100 years, adding enough people to populate six cities the size of Seattle. Globally, climate change threatens the natural environment, economy and standard of living. In response to these mounting pressures, Puget Sound residents must work together to protect their quality of life now and create a better future for those who come after them.**

Careful planning of the region's cities will provide more choices for future generations. By building most new homes in walkable neighborhoods near transit, this new growth will not compromise natural areas, working farms and forests that make this region special. Locating homes near transportation, jobs and shopping will also make it easier to get around, helping to make the cities more affordable, attractive and safer places to live, work and raise families.

*The Cascade Agenda is a collective 100-year vision for conserving Washington's remarkable landscapes in the face of a growing population and a changing economic base.*



CASCADE AGENDA CITIES are Complete, Compact and Connected.



### COMPLETE

Urban neighborhoods have a vibrant mix of people, public gathering spaces, civic and cultural anchors, and retail establishments.

### COMPACT

New development is designed to make neighborhoods efficient, walkable and affordable.

### CONNECTED

Residents can use transit, walk and bike safely to daily destinations. Communities have links between natural and urban areas, allowing residents access to waterfronts, parks and trails.

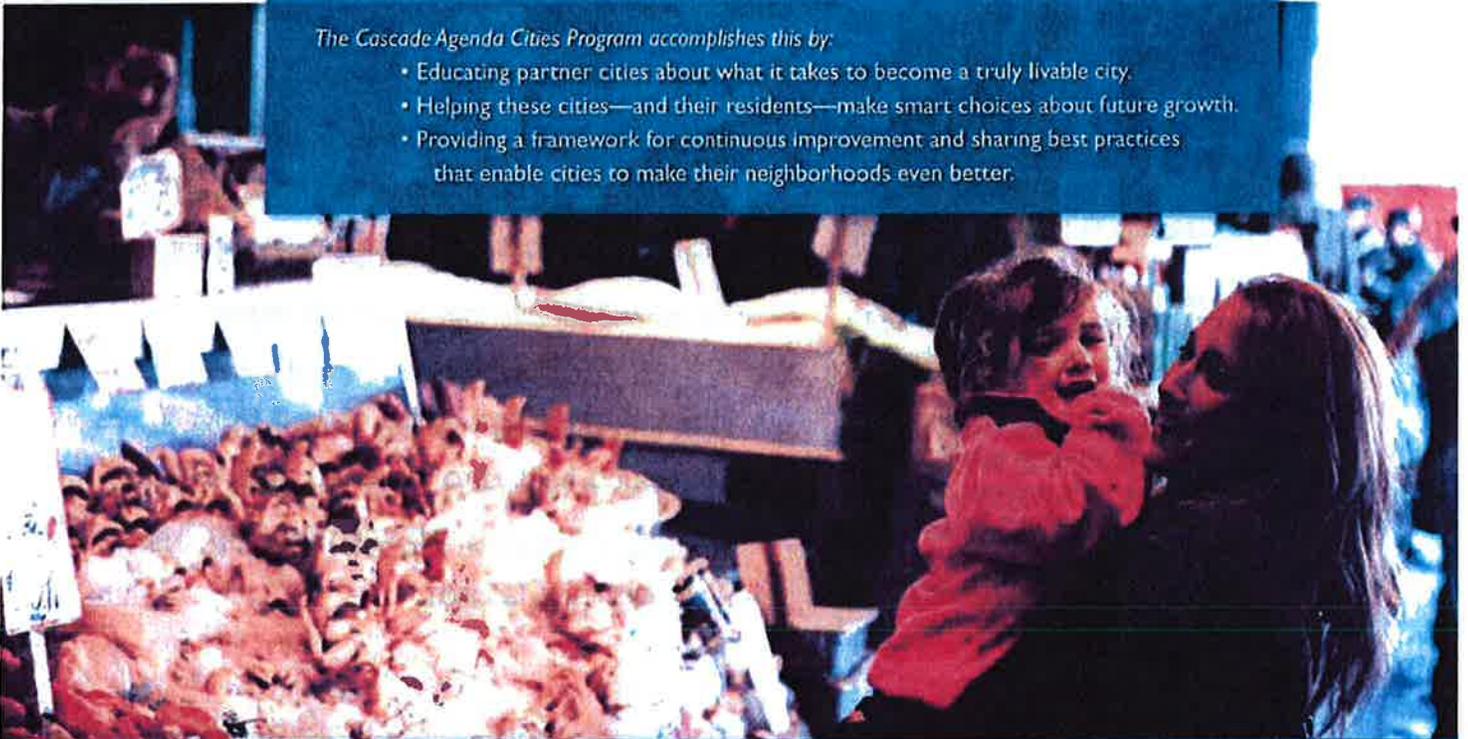


### ENLISTING THE REGION'S CITIES

The Cascade Agenda Cities Program enlists the region's cities to improve the livability of neighborhoods—making them complete, compact and connected—and spectacular enough for people to choose to live there, saving the region's natural and working lands from poorly planned development.

*The Cascade Agenda Cities Program accomplishes this by:*

- Educating partner cities about what it takes to become a truly livable city.
- Helping these cities—and their residents—make smart choices about future growth.
- Providing a framework for continuous improvement and sharing best practices that enable cities to make their neighborhoods even better.



CAREFUL PLANNING OF THE REGION'S CITIES WILL PROVIDE MORE CHOICES FOR FUTURE GENERATIONS.



## BECOME A CASCADE AGENDA CITY

### **BENEFITS**

By becoming a member of the Cascade Agenda Cities Program, you are demonstrating initiative, taking action and gaining access to the following services:

- Recognition as a regional leader in creating smart communities
- Technical assistance on growth options
- Access to best practices through a region-wide learning network of peers
- Workshops with other innovative cities and regional experts
- Community outreach on how to create a better future for the region
- Membership in the Cascade Agenda Coalition—directed at influencing state level policy

### **CITY RESPONSIBILITIES**

To facilitate a productive partnership the Cascade Agenda Cities program requests the following of participating cities:

#### **I. Member Cities**

- Pass a resolution aligning city policies with the principles of the Cascade Agenda Cities program
- Designate a primary staff contact

#### **II. Leadership Cities**

- Apply to the Cascade Agenda Cities Leadership Program
- Pass a resolution aligning city policies with the principles of the Cascade Agenda Cities program
- Designate a staff contact and create an interdepartmental team
- Assist in an evaluation of city policies to advance compact growth
- Use policy review to identify opportunities and develop strategies for improvement
- Implement improvement strategies
- Participate in a learning network with cities across the region
- Agree to an annual membership fee



## CASCADE AGENDA CITIES PROGRAM

### GETTING INVOLVED

If your city is interested in becoming even more livable while conserving the region's great places, consider becoming a member of the Cascade Agenda Cities Program. The first step to become a member is to schedule an informational meeting with our staff. We are available to meet with city staff and begin the dialogue to help your city learn more about becoming a member of the Cascade Agenda Cities Program.

For additional information on how your city can join the program, including how to download our model resolution and to learn more about making your city more complete, compact and connected, please visit us online: [www.cascadeagenda.com/cities](http://www.cascadeagenda.com/cities)

Please contact Jeff Aken at [jeffa@cascadeland.org](mailto:jeffa@cascadeland.org) or 206.905.6928 for further details.



**CASCADE LAND CONSERVANCY**

615 2nd Avenue, Suite 600

Seattle, WA 98104

CONSERVING GREAT LANDS  
CREATING GREAT COMMUNITIES



## Cascade Agenda Cities Program

**The Cascade Agenda:** The Cascade Agenda is a collective vision for conserving Washington's remarkable landscapes in the face of a growing population and a changing economy, with the following goals:

- **Save our landscape** by conserving 1.3 million acres of working farms, forests and natural areas
- **Enhance our Communities** with smart community planning and the creation of spectacular parks and public places

**Our Mission:** The mission of the Cascade Agenda Cities Program is to enlist the region's cities to improve the livability of our communities - making them complete, compact and connected - and spectacular enough to make people choose to live there, saving the region's natural and working lands from sprawling development.

**Our Vision** is for cities that are complete, compact and connected.

- **Complete:** Urban neighborhoods have a vibrant mix of people, public gathering places, civic and cultural anchors and retail establishments
- **Compact:** New development is designed to make neighborhoods efficient, walkable and affordable
- **Connected:** People live near transit connections and can walk and bike safely to daily destinations

### How CLC Adds Value:

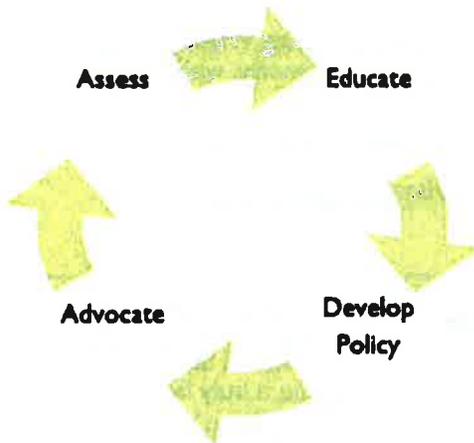
- We educate partner cities about what it takes to become a truly livable city.
- We help these cities-and their citizens-understand their options and make smart choices for future growth.
- We provide a framework for continuous improvement and sharing best practices that enables cities to make their communities better and better.

### Program Objectives/Policy Goals

- **Neighborhood Centers**
  - Town Centers, Transit Oriented Development, Neighborhood Commercial Districts
  - **Example:** Form Based Codes, Parking Requirements, Incentive Zoning
- **Innovative Housing**
  - Increase housing supply, choice & affordability
  - Locate most new housing in vibrant, walkable neighborhoods near transit
  - Build well-designed and efficient buildings
  - **Example:** Cottage, Carriage and Multiplex Housing
- **Streets for People**
  - Create streetscapes that support transportation choices
  - Enhance Business
  - Safety
  - **Example:** Complete Streets Policy, Bike/Pedestrian Master Plan, Sidewalk Café rules
- **Natural Spaces**
  - Green Cities, Parks, Recreation & Open Space Allocation, Green Infrastructure
  - **Example:** Tree Retention Codes

## Services

To drive local innovation in land use policy and programs, we have developed a 4-step process for assisting member cities in developing and adopting innovative policies and programs that will result in on-the-ground improvements in urban livability. We identify needs, educate city leaders and citizens, develop appropriate policies and get these policies implemented.



- **Assessment:** provide a baseline as cities enter the program and identify opportunities for action
- **Education:** educate city leaders and citizens on how to make smart choices about growth and improve the livability of their city
- **Policy development:** research best practices (locally, nationally and beyond) and facilitate development of model policies and programs with city leaders, regional experts as well as developers and builders
- **Advocacy:** Engage local citizens in advocating for quality growth in their communities and bring together a diverse coalition of interests to advocate for public investments at the state level

## Current members

- Buckley
- Ellensburg
- Edmonds
- Issaquah (*Leadership*)
- Kirkland (*Leadership*)
- Lynnwood
- Mill Creek
- Moundake Terrace
- Shoreline
- Snohomish
- Tacoma (*Leadership*)
- Tukwila (*Leadership*)

## Examples of partnerships with cities

- City of Issaquah Tour to learn about 5-6 story mixed use development
- Outreach to neighborhood councils in Tacoma about regional growth
- Quarterly field trips
  - High Point -December 07
  - Cottage Housing -May 08
- Design for Livability Symposium September 25-27, 2008

## How cities get involved

### Member Cities

- Informational meeting
- Pass council resolution
- Designate primary staff contact
- No membership fee

### Leadership Cities

- Pass council resolution
- Create inter-departmental team
- Conduct self-assessment of livability
- Annual membership fee (\$5,000)



100 YEARS FORWARD

### **Cascade Agenda Cities Advisory Group**

<b>Bert Gregory</b>	<b>Mithun</b>
<b>Mark Hinshaw</b>	<b>LMN Architects</b>
<b>Leon Kos</b>	<b>City of Issaquah</b>
<b>Dan McGrady</b>	<b>Vulcan</b>
<b>Kelly Mann</b>	<b>Urban Land Institute</b>
<b>Jeanette McKague</b>	<b>Washington REALTORS</b>
<b>Ivan Miller</b>	<b>Puget Sound Regional Council</b>
<b>Brandon Nicholson</b>	<b>nicholson kovalchick architects</b>
<b>Linda Pruitt</b>	<b>The Cottage Company</b>
<b>Ron Sher</b>	<b>Metrovation</b>
<b>Joe Tovar</b>	<b>City of Shoreline, American Planning Association</b>
<b>Karen True</b>	<b>Great Places Forum</b>
<b>Dave Williams</b>	<b>Association of Washington Cities</b>
<b>David Yeaworth</b>	<b>Allied Arts</b>
<b>Rich Yukubousky</b>	<b>Municipal Research Services Center</b>



**CITY OF BURIEN  
AGENDA BILL**

<b>Agenda Subject:</b> Update on Transportation Benefit District Formation		<b>Meeting Date:</b> June 15, 2009
<b>Department:</b> City Manager	<b>Attachments:</b> 1. <u>DRAFT Transportation Benefit District Ordinance</u>  2. <u>TBD Projects selected by Council</u>	<b>Fund Source:</b> N/A <b>Activity Cost:</b> N/A <b>Amount Budgeted:</b> N/A <b>Unencumbered Budget Authority:</b> N/A
<b>Contact:</b> Jenn Ramirez Robson, Management Analyst		
<b>Telephone:</b> (206) 439-3165		
<b>Adopted Initiative:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Initiative Description:</b> Prioritize and advance specific high priority projects identified in the Pedestrian and Bicycle Facilities Plan.	
<b>PURPOSE/REQUIRED ACTION:</b>		
<p>The purpose of this agenda item is for Council to receive an update regarding the formation of a Transportation Benefit District (TBD) in Burien and outline next steps. No action is required at this meeting.</p> <p><b>BACKGROUND (Include prior Council action &amp; discussion):</b></p> <p>The Burien City Council received an overview regarding Transportation Benefit Districts on July 7, 2008 and directed staff to engage in further study of that funding tool.</p> <p>On July 11, 2008 staff presented the Burien Economic Development Partnership (BEDP) with an overview of TBDs and how they might be used in Burien. They were supportive of the concept.</p> <p>On December 8, 2008 the Council selected two high-priority projects from the Pedestrian and Bicycle Facilities Plan for the purpose of forming a TBD and placing a proposed \$25 car tab fee on an upcoming ballot in order to fund those projects. At that time the Council directed staff to return with a timeline and next steps. Staff has been monitoring a number of factors, including the economy and proposed legislation in the Olympia this year, before bringing a timeline to Council with proposed next steps in the formation of a TBD.</p> <p>The formation of a TBD at this time would allow for that body to place a measure on the November 3, 2009 ballot that would create a \$25 car tab fee in order to fund two high-priority projects from the Burien Pedestrian and Bicycle Facilities Plan.</p> <p><b>OPTIONS (including fiscal impacts):</b> N/A</p>		
<b>Administrative Recommendation:</b> Receive update and direct staff to place the draft ordinance on the July 6, 2009 agenda for discussion.		
<b>Committee Recommendation:</b> N/A		
<b>Advisory Board Recommendation:</b> N/A		
<b>Suggested Motion:</b> None required.		
Submitted by: Jenn Ramirez Robson <b>Administration</b> 		Mike Martin <b>City Manager</b> 
<b>Today's Date:</b> June 9, 2009		<b>File Code:</b> R:/CC/AgendaBill2009/061509cm-4 TBD Recommendation



## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON ESTABLISHING A TRANSPORTATION BENEFIT DISTRICT, SPECIFYING THE BOUNDARIES FOR THE TRANSPORTATION BENEFIT DISTRICT, SPECIFYING THE MAINTENANCE AND PRESERVATION OF EXISTING TRANSPORTATION IMPROVEMENTS, AND AUTHORIZING THE TRANSPORTATION BENEFIT DISTRICT BOARD TO ESTABLISH AN ANNUAL VEHICLE LICENSE FEE.**

**WHEREAS**, the City Council of the City of Burien has the responsibility under the Constitution of the State of Washington for the improvement, maintenance, and protection of public ways within the corporate limits of the City pursuant to RCW 35A.11.020 and Chapter 35A.47 RCW, and

**WHEREAS**, the improvement, maintenance, and protection of public ways requires maintaining and preserving existing transportation improvements to avoid catastrophic failure of the improvements which would require significant additional funds to reconstruct, and

**WHEREAS**, the number one priority in the “Washington Transportation Plan for 2007-2026” adopted by the Washington Transportation Commission is to preserve and extend prior investments in existing transportation facilities and the services they provide to people and commerce, and

**WHEREAS**, the “Washington Transportation Plan for 2007-2026” identifies in Section II that there is no more fundamental transportation investment than existing system preservation – keeping the physical infrastructure in safe and efficient operating condition, and

**WHEREAS**, the investment principles from the Puget Sound Regional Council “Destination 2030 Metropolitan Transportation Plan for the Central Puget Sound Region” states that the first priority should be to maintain, preserve, make safe, and optimize existing transportation infrastructure and services and Regional Transportation Policy 8.3 identifies the importance of maintaining and preserving the existing urban and rural transportation systems in a safe and usable state, and

**WHEREAS**, the City has limited transportation funding to pay for necessary transportation preservation and maintenance, and

**WHEREAS**, the funding dedicated for the preservation and maintenance of the City's transportation infrastructure has been dramatically reduced due to the 2003 loss of King County Local Vehicle License fees (28% revenue reduction) and the ongoing annual decrease in Gas Tax revenues (0.8% annual reduction for past seven years), and

**WHEREAS**, while dedicated revenues have decreased, the ongoing annual costs to preserve and maintain the City's transportation infrastructure continue to rise leaving the City unable to continue to adequately preserve and maintain the City's transportation infrastructure, and

**WHEREAS**, Chapter 36.73 RCW provides for the establishment of transportation benefit districts and for the levying of additional revenue sources for transportation improvements within the district that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels, and

**WHEREAS**, RCW 35.21.225 authorizes the City Council to establish a Transportation Benefit District subject to the provisions of Chapter 36.73 RCW, and

**WHEREAS**, the City desires to form a Transportation Benefit District which includes the entire City of Burien as the boundaries currently exist, and

**WHEREAS**, prior to establishing a Transportation Benefit District, the City Council shall conduct a public hearing upon proper notice, which shall describe the functions and purposes of the proposed Transportation Benefit District, and

**WHEREAS**, the City provided notice of and conducted the public hearing on the proposed establishment of a Transportation Benefit District in accordance with RCW 36.73.050, and

**WHEREAS**, the City Council of the City of Burien finds it to be in the best interests of the City to establish a citywide Transportation Benefit District for the preservation and maintenance of the City's transportation infrastructure consistent with Chapter 36.73 RCW, to protect the City's longterm investments in that infrastructure, to reduce the risk of transportation facility failures and improve safety, to continue optimal performance of the infrastructure over time, and to avoid more expensive infrastructure replacements in the future, and

**WHEREAS**, the City Council of the City of Burien shall establish a governing body for the Transportation Benefit District comprised of the City Council acting in an *ex officio* and independent capacity;

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

**Sec. 1. Purpose.** The purpose of this Ordinance is to establish a Transportation Benefit District pursuant to RCW 35.21.225 and Chapter 36.73 RCW, as the City Council finds it is in the public interest to provide adequate levels of funding for the purposes of ongoing transportation improvements that preserve and maintain the transportation infrastructure of the City of Burien, consistent with Chapter 36.73 RCW.

**Sec. 2. Creation of New City Code Chapter Providing for Formation of a Transportation Benefit District.** The City of Burien adopts a new Chapter to the Burien Municipal Code, \_\_\_\_\_ entitled "Transportation Benefit District", which is set forth as follows:

(1) **Establishing Transportation Benefit District.** There is created a Transportation Benefit District with geographical boundaries comprised of the corporate limits of the City as they currently exist or as they may exist following future annexations.

(2) **Governing Board.**

(a) The governing board of the Transportation Benefit District shall be the Burien City Council acting in an *ex officio* and independent capacity, which shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW.

(b) The treasurer of the Transportation Benefit District shall be the City Finance Director.

(c) The Board shall develop material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1).

(d) The Board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2).

(3) **Transportation Improvements Funded.** The funds generated by the Transportation Benefit District shall be used for transportation improvements that preserve and maintain the transportation infrastructure of the City, consistent with the requirements of Chapter 36.73 RCW, and shall be used primarily for improvements to preserve and maintain the City's previous investments in the transportation infrastructure, reduce the risk of transportation facility failure, improve safety, continue the cost-effectiveness of the City's infrastructure investments, and continue the optimal performance of the transportation system.

(4) **Establishment of Vehicle License Fee Revenue Source.** The Board shall have the authority to establish an annual vehicle license fee in the amount of twenty dollars (\$20), consistent with RCW 36.73.065, to be collected by the Washington Department of Licensing on qualifying vehicles, set forth in RCW 82.80.140 and Chapters 36.73 and 46.16 RCW.

(5) **Dissolution of District.** The Benefit District shall be dissolved when all indebtedness of the district has been retired and when all of the district's anticipated responsibilities have been satisfied.

**Sec. 3. Severability - Construction.**

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

(2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Burien Municipal Code, this ordinance is deemed to control.

**Sec. 4. Effective Date.** This ordinance shall take effect and be in full force five (5) days after approval, and publication in accordance with law,

**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:

\_\_\_\_\_  
Chris D. Bacha  
Kenyon Disend, PLLC  
Interim City Attorney

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

LEGAL NOTICE  
SUMMARY OF ADOPTED ORDINANCE  
CITY OF BURIEN

ORDINANCE NO. \_\_\_\_\_, Adopted \_\_\_\_\_, 2009.

DESCRIPTION OF MAIN POINTS OF THE ORDINANCE:

This ordinance establishes a Transportation Benefit District, specifies the boundaries for the Transportation Benefit District, specifies the maintenance and preservation of existing transportation improvements, and authorizes the Transportation Benefit District Board to establish an annual vehicle license fee.

The full text of the ordinance will be mailed without cost upon request.

Monica Lusk  
City Clerk

Published: \_\_\_\_\_, 2009.



# Transportation Benefit District Projects selected from the Bicycle and Pedestrian Facilities Plan

# **Selected Project #1: 8th Avenue South (S 128th Street to S. 136th St)**

**Cost Parameters: 450,000-550,000**

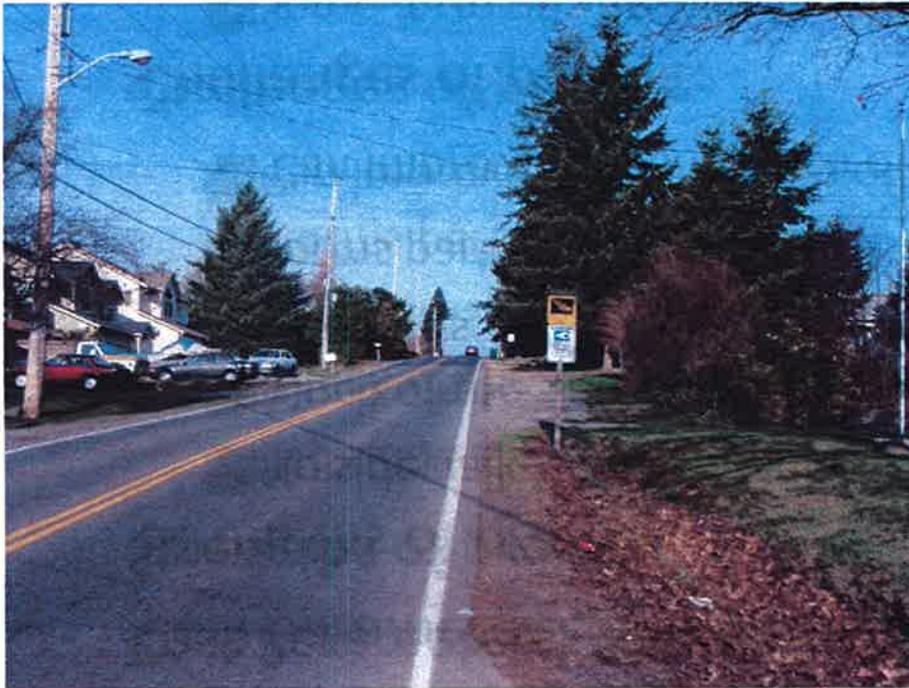
## **Strengths of project:**

- ▣ Provides safer connection to Cedarhurst Elementary School
- ▣ 8<sup>th</sup> Ave S is designated as part of the school “safe-walking route”.
- ▣ This area has received little in the way of pedestrian/bicycle improvements
- ▣ Part of Comp Plan (SE 1.4.7)

## **Challenges of project:**

- ▣ Would require coordination with property owners currently using City right-of-way property

# Selected Project #1: 8th Avenue South (S 128th Street to S. 136th St)



## **Selected project #2: SW and S 136th Street (Ambaum Blvd to Des Moines Memorial Drive)**

**Cost Parameters: 400,000-500,000**

### **Strengths of project:**

- ❑ No sidewalk from Ambaum to Chelsea Park.
- ❑ Much of the sidewalk area east of Chelsea Park does not meet ADA standards
- ❑ Forms part of Burien Loop
- ❑ Can improve longer stretch of road due to what is already in place.

### **Challenges of project:**

- ❑ Some form of sidewalk already exists on much of SW & S 136th

## Selected project #2: SW and S 136th Street (Ambaum Blvd to Des Moines Memorial Drive)





**CITY OF BURIEN  
AGENDA BILL**

<b>Agenda Subject:</b> Motion to Appoint Members to Prepare Pro and Con Statements for the Proposed North Highline South Annexation Area Ballot Measure		<b>Meeting Date:</b> June 15, 2009
<b>Department:</b> City Manager	<b>Attachments:</b>	<b>Fund Source:</b> N/A
<b>Contact:</b> Monica Lusk, City Clerk		<b>Activity Cost:</b> N/A
<b>Telephone:</b> (206) 248-5517		<b>Amount Budgeted:</b> N/A
		<b>Unencumbered Budget Authority:</b> N/A
<b>Adopted Initiative:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Initiative Description:</b> Anticipate a successful annexation	
<b>PURPOSE/REQUIRED ACTION:</b>		
<p>The purpose of this agenda item is for Council to consider appointing members to write a statement in favor of or in opposition to the proposed North Highline South Annexation Area ballot measure that will be included in the voters' pamphlet.</p>		
<b>BACKGROUND (Include prior Council action &amp; discussion):</b>		
<p>For the primary and general election, King County publishes a voters' pamphlet. Jurisdictions placing measures on the ballot are automatically included in the voters' pamphlet. Pro and con committees are established to write a statement in favor of or in opposition to the ballot measure. The committees are also required to obtain the opposing statement in order to write and submit a rebuttal statement.</p>		
<p>For each measure for a jurisdiction that is included in the voters' pamphlet, the legislative authority of the jurisdiction formally appoints pro and con members to prepare arguments advocating voters' approval and rejection of the measure.</p>		
<b>OPTIONS (Including fiscal impacts):</b>		
<ol style="list-style-type: none"> <li>1. Appoint members to prepare pro and con statements for the annexation ballot measure in the voters' pamphlet.</li> <li>2. Do not appoint members, resulting in no statements published in the voters' pamphlet.</li> </ol>		
<b>Administrative Recommendation:</b> Appoint Barbara Peters to the Pro Committee and Mark Ufkes to the Con Committee.		
<b>Committee Recommendation:</b> N/A		
<b>Advisory Board Recommendation:</b> N/A		
<b>Suggested Motion:</b> Move to appoint Barbara Peters to the Pro Committee and Mark Ufkes to the Con Committee for Voters' Pamphlet Statements for the North Highline South Annexation Area Ballot Measure.		
Submitted by: Monica Lusk		<b>City Manager</b> 
<b>Administration</b> 		
<b>Today's Date:</b> June 8, 2009	<b>File Code:</b> R://CC/AgendaBill2009/061509cm-3 annexation pro con member	



**CITY OF BURIEN  
AGENDA BILL**

<b>Agenda Subject:</b> Motion to Adopt Ordinance #513, Amending the 2009-2010 Biennial Budget and Discussion		<b>Meeting Date:</b> June 15, 2009
<b>Department:</b> Finance Department	<b>Attachments:</b> 1. <u>Proposed Ordinance</u> 2. Email Updates Dated June 3 & June 4, 2009 w/ Attachments	<b>Fund Source:</b> N/A
<b>Contact:</b> Tabatha Miller, Finance Director		<b>Activity Cost:</b> N/A
<b>Telephone:</b> (206) 439-3150		<b>Amount Budgeted:</b> N/A
<b>Adopted Work Plan Priority:</b> Yes No X	<b>Work Plan Item Description:</b> N/A	
<b>Unencumbered Budget Authority:</b> N/A		

**PURPOSE/REQUIRED ACTION:** The purpose of this agenda item is for the Council to discuss and adopt Ordinance No. 513.

**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.

Proposed Ordinance #513 was presented to Council at the June 1, 2009 meeting for discussion and review. Staff asked for policy direction on the proposed adjustments. Council discussed alternatives to the proposed amendment, but final consensus made no changes to the proposed amendments. Additional information regarding the budget was requested and provided to Council via email on June 3<sup>rd</sup> and June 4<sup>th</sup>, and is included here as Attachment 2.

Staff is now asking Council for formal action on Ordinance #513, amending the 2009-2010 Adopted Budget.

**OPTIONS (Including fiscal impacts):**

1. Adopt proposed Ordinance No. 513.
2. Do not adopt proposed Ordinance No. 513.

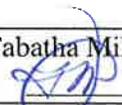
**Administrative Recommendation:** Adopt proposed Ordinance No. 513, amending the 2009-2010 Adopted Budget.

**Committee Recommendation:** N/A

**Advisory Board Recommendation:** N/A

**Suggested Motion:** Motion to Adopt Ordinance No. 513, amending the 2009-2010 Adopted Budget.

Submitted by: Tabatha Miller, Finance Director

**Administration** 

**City Manager** 

**Today's Date:** June 8, 2009

**File Code:** R:\CC\Agenda Bill 2009\060159ad-1 Budget Amend Ord.docx



## CITY OF BURIEN, WASHINGTON

113

## 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 Budget by Ordinance No. 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:  
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 brings current the totals for each fund previously reported in Ordinance 500:

Fund Name	Beginning	Revenues	Transfers	Total Resources
	Fund Balance		In	
General	3,768,613	31,439,000	299,000	35,506,613
Street	306,291	3,714,000	-	4,020,291
Surface Water Management	305,463	3,578,250	-	3,883,713
Public Works Reserve	6,424	799,930	-	806,354
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	2,290,000	-	2,779,412
Debt Service	(61,084)	232,000	2,370,950	2,541,866
Town Square Capital Project	6,998,477	1,367,000	805,265	9,170,742
Parks and General Fund Capital Projects	2,596,454	2,057,000	-	4,653,454
Transportation Capital Projects	35,716	625,000	799,000	1,459,716
<b>Total</b>	<b>\$14,795,041</b>	<b>\$46,119,050</b>	<b>\$4,659,215</b>	<b>\$65,573,306</b>

Fund Name	Expenditures	Transfers	Ending Fund	Total Uses
		Out	Balance	
General	\$32,817,519	\$370,000	2,319,094	\$35,506,613
Street	2,976,223	948,500	95,568	4,020,291
Surface Water Management	2,323,975	1,357,261	202,477	3,883,713
Public Works Reserve	-	805,265	1,089	806,354
Equipment Reserve	162,800	-	524,502	687,302
Art In Public Places	10,000	-	53,843	63,843
Capital Projects Reserve	-	2,370,950	408,462	2,779,412
Debt Service	2,541,422	-	444	2,541,866
Town Square Capital Project	10,622,331	-	(1,451,589)	9,170,742
Parks and General Fund Capital Projects	3,199,874	15,000	1,438,580	4,653,454
Transportation Capital Projects	1,396,684	-	63,032	1,459,716
<b>Total</b>	<b>\$56,050,828</b>	<b>\$5,866,976</b>	<b>\$3,655,502</b>	<b>\$65,573,306</b>

Ordinance No. 513 amends the 2009-2010 Adopted 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 \$735,508. 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), and an increase in cost of current services for the King County Sheriff's Contract (\$110,000). It also includes reductions to expenditures for office supplies (\$49,817), professional services (\$561,092), travel (\$19,397), King County Sheriff's Contract (\$580,000), employee benefits and salary (\$404,254), community support (\$81,600), memberships & associations (\$41,848) and economic development activities moved to Street Fund (\$80,000).

Ending Fund Balance: A decrease of \$708,920 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 \$1,538,600. This decrease is attributed to moving the cable franchise fees (\$732,600), garbage utility taxes (\$732,600) from the Street Fund to the General Fund and reduced interest revenue.

Expenditures: A net decrease of \$90,000. This decrease is the result of reducing expenditures for professional services (\$20,000), Street Maintenance (\$10,000) and Neighborhood Traffic Control (\$60,000).

Transfers Out: A decrease of \$1,201,178. 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 \$39,062 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 \$68,875. This decrease is attributed to reduced interest revenue (\$68,875).

Expenditures: An increase of \$40,000. This increase is attributed to increased cost of purchased services (\$40,000).

Ending Fund Balance: An increase of \$113,122 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 \$1,209,070. This decrease is attributed to decreased real estate excise tax revenue (\$1,189,076) and a decrease in interest revenue (\$19,994).

Transfers Out: A decrease of \$1,329,735. This decrease is attributed to decreased funds available to transfer to the Debt Service and Town Square Capital Project.

Ending Fund Balance: A decrease of \$1,575 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.

Revenue: A decrease of \$80,000. Attributable to reduced interest revenue (\$80,000).

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. 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 unexpected decrease in fund balance in 2008 attributable to below budgeted Real Estate Excise Taxes.

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.

Transfers In: A decrease of \$10,000. The decrease is the result of unavailability of funds in the Public Works Reserve fund. (\$10,000).

Ending Fund Balance: A decrease of \$1,451,589 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: An increase of \$85,000, reflecting State and Federal Grant funding associated with the Seahurst slope failure.

Expenditures: An increase of \$100,000. This increase is for expenditures necessary to repair a small slope failure on a service road in Seahurst Park.

**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 1<sup>st</sup> 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 1<sup>st</sup> Avenue South Phase 2 project (\$7,167,001) 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
<i>General</i>	442,972	(1,887,400)	-	(1,444,428)
<i>Street</i>	208,360	(1,538,600)	-	(1,330,240)
<i>Surface Water Management</i>	221,997	(68,875)	-	153,122
<i>Public Works Reserve</i>	(122,240)	(1,209,070)	-	(1,331,310)
<i>Equipment Reserve</i>	(37,097)	(20,000)	-	(57,097)
<i>Art in Public Places</i>	(1,054)	(2,130)	-	(3,184)
<i>Capital Projects Reserve</i>	41,683	(80,000)	-	(38,317)
<i>Debt Service</i>	(350,816)	-	327,233	(23,583)
<b>Capital Projects</b>		<b>Changes to Revenues</b>	<b>Changes to Transfers In</b>	<b>Changes to Total Resources</b>
<i>Town Square Capital Project</i>	6,332,963	(2,104,893)	(10,000)	4,218,070
<i>Parks and General Fund Capital Projects</i>	363,503	778,812	-	1,142,315
<i>Transportation Capital Projects</i>	(10,284)	(5,442,001)	(2,301,178)	(7,753,463)
<b>Total</b>	<b>7,089,987</b>	<b>(11,574,157)</b>	<b>(1,983,945)</b>	<b>(6,468,115)</b>

**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
<i>General</i>	(735,508)	-	(708,920)	(1,444,428)
<i>Street</i>	(90,000)	(1,201,178)	(39,062)	(1,330,240)
<i>Surface Water Management</i>	40,000	-	113,122	153,122
<i>Public Works Reserve</i>	-	(1,329,735)	(1,575)	(1,331,310)
<i>Equipment Reserve</i>	-	-	(57,097)	(57,097)
<i>Art In Public Places</i>	-	-	(3,184)	(3,184)
<i>Capital Projects Reserve</i>	-	1,646,968	(1,685,285)	(38,317)
<i>Debt Service</i>	-	-	(23,583)	(23,583)
<b>Capital Projects</b>	<b>Changes to Expenditures</b>	<b>Changes To Transfers Out</b>	<b>Changes to Changes In Local Funding</b>	<b>Changes to Total Uses</b>
<i>Town Square Capital Project</i>	5,669,659	-	(1,451,589)	4,218,070
<i>Parks and General Fund Capital Projects</i>	370,666	-	771,649	1,142,315
<i>Transportation Capital Projects</i>	(7,407,400)	-	(346,063)	(7,753,463)
<b>Total</b>	<b>(2,152,583)</b>	<b>(883,945)</b>	<b>(3,431,587)</b>	<b>(6,468,115)</b>

**Tabatha Miller**

119

---

**From:** Tabatha Miller  
**Sent:** Wednesday, June 03, 2009 9:01 AM  
**To:** Council Members; Sally Nelson  
**Cc:** Mike Martin; Monica Lusk; Michael Lafreniere  
**Subject:** PARCs Budget Amendment Detailed Plan  
**Attachments:** Summary of AMENDED 2009 - 2010 PARCS Budget.pdf

Council,

As discussed at the June 1<sup>st</sup> Council meeting, attached is a more detailed plan that Parks Recreation & Cultural Services has created for allocating the 2009-2010 proposed budget adjustments.

Please let me or Michael Lafreniere know if you have any questions regarding this information.

**Tabatha Miller**

Finance Director  
City of Burien  
400 SW 152nd St. Suite 300  
Burien, WA 98166  
[www.burienwa.gov](http://www.burienwa.gov)  
(206) 439.3150

*OUR VISION: We Are Innovative Stewards of Public Trust"*



SUMMARY OF 2009 - 2010 BUDGET REDUCTIONS

**PARKS DIVISION**

<u>Code</u>	<u>Account</u>	<u>2009 REDUCTIONS</u>	<u>Description</u>
31-000	Office & Operating Supplies	\$325	General office supplies
35-100	Small Tools & Equipment	\$2,500	No purchase of grounds maintenance management software
41-416	Japanese Garden	\$5,000	No funding for SeaTac Japanese Garden
41-41C	Landscaping Services	\$10,862	Reduce LOS at Mathison, caretaker to handle (\$2090); restroom closures (\$2000); no beauty bark applications (\$6772)
48-000	Repairs & Maintenance	\$500	Reduce \$\$ for BCC interior maint and repairs
TOTAL		\$19,187	

**CULTURAL DIVISION**

<u>Code</u>	<u>Account</u>	<u>2009 REDUCTIONS</u>	<u>Description</u>
31-000	Office & Operating Supplies	\$2,975	General office supplies (\$325) & Reduced MAC Operating Supplies (\$2650)
TOTAL		\$2,975	

**SENIOR PROGRAMS DIVISION**

<u>Code</u>	<u>Account</u>	<u>2009 REDUCTIONS</u>	<u>Description</u>
31-000	Office & Operating Supplies	\$325	General office supplies
48-000	Repairs & Maintenance	\$2,250	Reduce \$\$ for BCC interior maint and repairs
TOTAL		\$2,575	

**YOUTH & FAMILY DIVISION**

<u>Code</u>	<u>Account</u>	<u>2009 REDUCTIONS</u>	<u>Description</u>
31-000	Office & Operating Supplies	\$325	General office supplies
41-41I	Burien/Highline Joint Venture	\$20,250	No funding for SCORES afterschool program
48-000	Repairs & Maintenance	\$2,250	Reduce \$\$ for BCC interior maint and repairs
TOTAL		\$22,825	

**SUMMARY ALL DIVISIONS**

<u>Code</u>	<u>Account</u>	<u>2009 REDUCTIONS</u>	
31-000	Office & Operating Supplies	\$3,950	
35-100	Small Tools & Equipment	\$2,500	
41-XXX	Professional Services	\$36,112	
48-000	Repairs & Maintenance	\$5,000	
TOTAL		\$47,562	
TARGET		\$47,562	\$10,441 + \$36,821 + \$300 (From Tabatha's "Suggestions" worksheet)

SUMMARY OF 2009 - 2010 BUDGET REDUCTIONS

**PARKS DIVISION**

<u>Code</u>	<u>Account</u>	<u>2010 REDUCTIONS</u>	<u>Description</u>
31-000	Office & Operating Supplies	\$348	General office supplies (\$288) & custodial supplies (\$60)
41-000	Professional Services	\$2,600	Reduced \$\$ for arborist reports (\$1000); reduced backflow testing for 2009/2010 (\$1600)
41-411	Seasonal Security Patrols @ BC	\$2,000	Reduced summer security patrol LOS at skatepark
41-416	Japanese Garden	\$5,000	No funding for SeaTac Japanese Garden
41-41C	Landscaping Services	\$53,970	Reduced contract LOS at Mathison (\$2848); restroom closures (\$6800); no beauty bark applications (\$6776); no TruGreen COLA (\$16800); no retention pond cleaning (\$6300); No flower pot program (2009/2010 savings=\$14446)
41-41L	Custodial Services	\$830	Reduced LOS for contracted custodial services at BCC
42-421	Telephone	\$660	Remove phone from Skatepark
45-000	Operating Rentals & Leases	\$3,700	Reduce \$\$ for equipment rentals for 2009/2010 (\$3500); delete inflation adjustment (\$200)
47-000	Utilities	\$2,800	Anticipated savings from smart irrigation system
48-000	Repairs & Maintenance	\$1,160	Reduce \$\$ for BCC interior maint and repairs (\$500); delete inflation adjustment (\$660)
TOTAL		\$73,068	

**CULTURAL DIVISION**

<u>Code</u>	<u>Account</u>	<u>2010 REDUCTIONS</u>	<u>Description</u>
31-000	Office & Operating Supplies	\$5,588	General office supplies (\$288) and reduced MAC Operating Supplies (\$5300)
41-000	Professional Services	\$6,500	No \$\$ for Movies-in-the-Park (\$4000) and no \$\$ for Arts Corps afterschool program (\$2500)
41-415	Strawberry Festival	\$1,800	Reduced funding for Strawberry Festival
41-41H	Arts & Culture Fund	\$10,000	Reduced funding for Arts & Culture Grant Program
43-434	Other Travel	\$555	Reduced \$\$ for travel and meals
44-000	Advertising	\$200	Reduced \$\$ for advertising
45-000	Operating Rentals & Leases	\$500	Delete inflation adjustment
48-000	Repairs & Maintenance	\$200	Delete inflation adjustment
49-492	Printing & Copying	\$1,680	Discontinue quarterly MAC Newsletter printing, consider electronic distribution (\$1200); delete inflation adjustment (\$480)
49-493	Training	\$700	Reduced \$\$ for training
69-000	Machinery (non-capital)	\$640	Miscellaneous
TOTAL		\$28,363	

SUMMARY OF 2009 - 2010 BUDGET REDUCTIONS

**SENIOR PROGRAMS DIVISION**

<u>Code</u>	<u>Account</u>	<u>2010 REDUCTIONS</u>	<u>Description</u>
31-000	Office & Operating Supplies	\$558	General office supplies (\$288) & custodial supplies (\$270)
33-000	Trip Admission Fees	\$500	Delete inflation adjustment
41-41L	Custodial Services	\$3,735	Reduced LOS for contracted custodial services at BCC
42-422	Postage	\$600	Savings from reduced production schedule for senior newsletter to every other month
43-434	Other Travel	\$815	Reduced \$\$ for travel and meals
44-000	Advertising	\$100	Reduced \$\$ for advertising
45-000	Operating Rentals & Leases	\$100	Delete inflation adjustment
48-000	Repairs & Maintenance	\$3,110	Reduce \$\$ for BCC interior maint and repairs (\$2250); reduced \$\$ for telephone system maintenance (\$200); delete inflation adjustment (\$660)
49-492	Printing & Copying	\$4,780	Reduced production schedule for senior newsletter to every other month (\$3100); reduced printing for classes & special events (\$720); delete inflation adjustment (\$960)
49-493	Training	\$700	Reduced \$\$ for training
64-000	Machinery (capital)	\$4,250	Reduced \$\$ for equipment replacement
69-000	Machinery (non-capital)	\$500	Reduced \$\$ for recreation equipment replacement
	TOTAL	\$19,748	

**YOUTH & FAMILY DIVISION**

<u>Code</u>	<u>Account</u>	<u>2010 REDUCTIONS</u>	<u>Description</u>
31-000	Office & Operating Supplies	\$2,058	General office supplies (\$288), Division-specific office supplies (\$500), teen program supplies (\$1000); custodial supplies (\$270)
33-000	Trip Admission Fees	\$2,000	Reduce \$\$ for teen trips admissions through fewer trips (\$1500); delete inflation adjustment (\$500)
41-000	Professional Services	\$3,200	Reduced \$\$ for miscellaneous professional services
41-417	Latino Summer Youth Program	\$1,500	Reduced \$\$ for summer youth program
41-418	Hispanic Family Outreach	\$1,000	Reduced \$\$ for Hispanic Family Outreach Program
41-411	Burien/Highline Joint Venture	\$10,150	Use reduced funding for neighborhood-based "gym jam" programs; no longer fund SCORES
41-41L	Custodial Services	\$3,735	Reduced LOS for contracted custodial services at BCC
43-434	Other Travel	\$500	Reduced \$\$ for travel and meals
44-000	Advertising	\$100	Delete inflation adjustment
45-000	Operating Rentals & Leases	\$400	Delete inflation adjustment
48-000	Repairs & Maintenance	\$2,910	Reduce \$\$ for BCC interior maint and repairs (\$2250); delete inflation adjustment (\$660)
49-492	Printing & Copying	\$1,960	Reduced \$\$ for printing for classes & programs (\$1000); delete inflation adjustment (\$960)
49-493	Training	\$700	Reduced \$\$ for training
64-000	Machinery (capital)	\$1,100	Reduced \$\$ for equipment replacement
69-000	Machinery (non-capital)	\$500	Reduced \$\$ for recreation equipment replacement
	TOTAL	\$31,813	

SUMMARY OF 2009 - 2010 BUDGET REDUCTIONS

<b>SUMMARY ALL DIVISIONS</b>		
<u>Code</u>	<u>Account</u>	<u>2010 REDUCTIONS</u>
31-000	Office & Operating Supplies	\$8,552
33-000	Trip Admission Fees	\$2,500
41-XXX	Professional Services	\$106,020
42-421	Telephone	\$660
42-422	Postage	\$600
43-434	Other Travel	\$1,870
44-000	Advertising	\$400
45-000	Operating Rentals & Leases	\$4,700
47-000	Utilities	\$2,800
48-000	Repairs & Maintenance	\$7,380
49-492	Printing & Copying	\$8,420
49-493	Training	\$2,100
64-000	Machinery (capital)	\$5,350
69-000	Machinery (non-capital)	\$1,640
	TOTAL	\$152,992
	TARGET	\$152,992 \$57,504 + \$21,095 + \$73643 + \$750 (From Tabatha's "Suggestions" worksheet)

**From:** Tabatha Miller  
**Sent:** Thursday, June 04, 2009 6:22 PM  
**To:** Council Members; Sally Nelson  
**Cc:** Mike Martin; Monica Lusk  
**Subject:** Additional Requested Information RE: Budget  
**Attachments:** Annexation Summary.pdf

Council Members,

Below is some additional requested information regarding the proposed 2009-2010 budget adjustments:

### **ANNEXATION**

Attached is an Annexation Financial Projection separately showing Burien with no annexation, the Proposed Annexation Area (PAA), and Burien if annexation is successful. The figures are updated to reflect the proposed 2009 budget adjustments in draft ordinance #513. The attachment consists of 4 pages:

1. The first is simply a list of potential service level drivers utilized in estimating revenues and service levels (expenses).
2. The second page is a summary of projected ongoing revenues. Keep in mind that this does not necessarily reflect revenues during the first 2 years, when timing and the King County Road levy (higher than our property tax levy) may change the cash flow picture. I will be putting together a more detailed cash flow projection for those first two years.
3. Page 3 is a comparison of two General Fund expense or service level models. The top half is a summary of the 2 applicable Berk & Associate studies updated to 2009 dollars. The bottom looks at what drives the service demand and based on the current Burien level of service provides an estimate for the cost of providing that service to the annexation area. Keep in mind here, that if annexation is successful, policy decisions can be made as to how and at what level services should be provided. This is only a draft starting point.
4. Page 4 is a summary of the general fund revenues vs. expenses using the Berk models as the basis for the expenditures.

### **FEDERAL LOBBYIST**

Difference between reducing the Federal Lobbyist by 50% instead of 62% (\$12,00):

\$58,000 vs. \$70,000

Per Council Member Nelson's request:

Annual City Council VEBA expense: \$33,600

Expense for 2006 NLC Conference in Washington DC: \$14,175

Expense for 2007 NLC Conference in Washington DC: \$11,330

Expense for 2008 NLC Conference in Washington DC: \$14,915

Expense for 2009 NLC Conference in Washington DC: \$10,987

If you have questions relating to this information or anything else that has been provided, please feel free to call, email or stop by...

**Tabatha Miller**

Finance Director  
City of Burien  
400 SW 152nd St. Suite 300  
Burien, WA 98166  
[www.burienwa.gov](http://www.burienwa.gov)  
(206) 439.3150

***OUR VISION: We Are Innovative Stewards of Public Trust"***

**General Fund Operating Revenues & Expenditures  
In 2009 Dollars**

	<b>Burien (No - Annexation)***</b>	<b>Area X (North Highline)***</b>	<b>Burien after Annexation</b>	<b>Driver/Basis</b>
<b>Revenue</b>				
Property Tax - Operating	\$ 4,250,000	\$ 1,221,986	\$ 5,471,986	Assessed Value
Assessed Valuation 2009	4,269,535,769	1,223,100,209	5,492,635,978	
2009 Levy Rate	1.26467	1.26467		
Sales Tax	4,435,000	527,390	4,962,390	Adjusted KC Estimate
Sales Tax Criminal Justice	650,000	369,567	1,019,567	Adjusted KC Estimate
Utility Taxes	2,200,000	630,237	2,830,237	Incremental Assessed Value
B&O Tax	450,000	41,040	491,040	Zoning - Commercial
Gambling Excise Tax	150,000	18,977	168,977	Adjusted KC Estimate
Liquor Profits and Revenues	365,000	177,797	542,797	Population
Recreation Fees	500,000	135,000	635,000	Population**
Planning Fees	315,000	90,239	405,239	Incremental Assessed Value
Permits	492,000	140,944	632,944	Incremental Assessed Value
Grants & other Revenues	642,498	184,057	826,555	Incremental Assessed Value
State Criminal Justice	165,000	59,139	224,139	Acres
Garbage Utility Tax	360,000	129,031	489,031	Acres
Cable Franchise	360,000	142,573	502,573	Households
Fines & Misc.	181,600	45,472	227,072	Budget
<b>GF Operating Revenue</b>	<b>\$ 15,516,098</b>	<b>\$ 3,913,448</b>	<b>\$ 19,429,546</b>	<b>25%</b>
Sales Tax Credit RCW 82.14.415			\$ 583,811	
<b>Total Annexation Revenue</b>			<b>\$ 20,013,357</b>	<b>29%</b>
<b>Expenditures - Staff</b>				
City Manager	\$ 1,045,938	\$ 66,033	\$ 1,111,971	
Community Development	1,210,557	231,364	1,441,921	
Finance/Administration	837,554	-	837,554	
Legal	-	-	-	
Parks & Cultural Services	1,284,923	107,384	1,392,307	
Public Works (General Fund)	386,768	167,365	554,133	
Police Contract	-	-	-	
Sub-Total	\$ 4,765,739	\$ 572,147	\$ 5,337,885	
<b>Expenditures - Services</b>				
City Manager	597,615	54,717	652,332	
Community Development	327,907	107,336	435,243	
Finance/Administration	636,749	172,200	808,949	
Legal	1,482,370	438,900	1,921,270	
Parks & Cultural Services	1,142,723	139,366	1,282,089	
Public Works (General Fund)	91,364	185,435	276,799	
Police Contract	7,156,948	2,386,650	9,543,598	
Sub-Total	11,435,677	3,484,603	14,920,281	
<b>Total Expenditures*</b>	<b>\$ 16,201,416</b>	<b>\$ 4,056,750</b>	<b>\$ 20,258,166</b>	<b>25%</b>
<b>Net Operating Cost</b>	<b>\$ (685,318)</b>	<b>\$ (143,302)</b>	<b>\$ (828,620)</b>	

\* Expenditures calculated utilizing Berk March 2008 study for Burien and November 2007 study for SeaTac adjusted to revised 2009 doll

\*\*Adjusted by 40% to account for PAA residents already using services.

\*\*\*2009 Budget assumes Ordinance 513 passes in its current proposed form.

**General Fund Ongoing Operations Annexation Expenditure Comparison  
Berk Models vs. Expense Driver Model**

	<b>2009 Budget Burien****</b>	<b>2009 Berk Burien PAA***</b>	<b>2009 Berk SeaTac PAA***</b>	<b>Total</b>	<b>% Increase</b>
City Manager	\$ 1,643,553	\$ 89,250	\$ 31,500	\$ 1,764,303	7%
Community Development	1,538,464	232,050	106,650	1,877,164	22%
Finance/Administration	1,474,303	144,900	27,300	1,646,503	12%
Legal	1,482,370	388,500	50,400	1,921,270	30%
Parks & Cultural Services	2,427,646	208,950	37,800	2,674,396	10%
Public Works (General Fund)	478,132	276,150	76,650	830,932	74%
Police Contract	7,156,948	1,878,450	508,200	9,543,598	33%
	<u>\$ 16,201,416</u>	<u>\$ 3,218,250</u>	<u>\$ 838,500</u>	<u>\$ 20,258,166</u>	

	<b>2009 Budget Burien****</b>	<b>% Increase in Driver</b>	<b>Annexation Increase in Budget \$</b>	<b>Total After Annexation</b>	<b>Driver</b>	<b>% Increase</b>
City Manager	\$ 1,643,553			\$ 1,961,312		19%
City Council	182,900	0%	-		N/A	
City Manager	1,117,884	25%	279,912		Budget	
Econ Development	174,064	9%	15,875		Zoning - Commercial	
Human Resources	168,705	13%	21,972		FTEs	
Community Development	1,538,464			2,089,879		36%
Building	781,814	36%	280,217		Acres	
Planning	756,650	36%	271,198		Acres	
Finance/Administration	1,474,303			1,851,274		26%
Finance/Accounting	1,297,689	25%	324,935		Budget	
GIS	145,184	36%	52,037		Acres	
Legal**	1,482,370	35%	451,234	1,933,604	Disp. Calls for Serv.**	30%
Parks & Cultural Services	2,427,646			3,119,173		28%
Cultural Services	388,423	27%	106,001		Population*	
Facility Maintenance	849,676	11%	89,528		Park Acres	
Senior Adult	509,806	27%	139,126		Population*	
Youth Family	679,741	27%	185,501		Population*	
Public Works (General Fund)	478,132	36%	171,372	649,504	Acres	36%
Police Contract	7,156,948	35%	2,518,351	9,675,299	Disp. Calls for Serv.	35%
	<u>\$ 16,201,416</u>		<u>\$ 4,907,258</u>	<u>\$ 21,280,046</u>		

\*Adjusted by 40% to account for PAA residents already using services.

\*\*Increase formula reduced 2009 Base budget by \$200k to adjust for one-time litigation expenses.

\*\*\* Berk Model PAA area boundaries and the current Burien PAA are not precisely the same but provide a reasonable estimate.

\*\*\*\*2009 Budget assumes Ordinance 513 passes in its current proposed form.

**CITY OF BURIEN  
ONGOING - OPERATIONS REVENUE  
IN 2009 DOLLARS**

	<u>Burien (No - Annexation)**</u>	<u>Area X (North Highline)**</u>	<u>Burien after Annexation</u>	<u>Driver/Basis</u>
<b>GENERAL FUND</b>				
Property Tax	\$ 4,250,000	\$ 1,221,986	\$ 5,471,986	Assessed Value
Sales Tax	4,435,000	527,390	4,962,390	Adjusted KC
Sales Tax Criminal Justice	650,000	369,567	1,019,567	Adjusted KC
Utility Taxes	2,200,000	630,237	2,830,237	Incremental Assessed Value
B&O Tax	450,000	41,040	491,040	Zoning - Commercial
Gambling Excise Tax	150,000	18,977	168,977	Gaming Establishments
Liquor Profits and Revenues	365,000	177,797	542,797	Population
Recreation Fees	500,000	135,000	635,000	Population***
Planning Fees	315,000	90,239	405,239	Assessed Value
Permits	492,000	140,944	632,944	Assessed Value
Grants & other Revenues	642,498	184,057	826,555	Misc.
State Criminal Justice	165,000	59,139	224,139	Acres
Garbage Utility Tax	360,000	129,031	489,031	Acres
Cable Franchise	360,000	142,573	502,573	Households
Fines & Misc.	181,600	45,472	227,072	Misc.
	<u>\$ 15,516,098</u>	<u>\$ 3,913,448</u>	<u>\$ 19,429,546</u>	25%
<b>RESTRICTED REVENUES</b>				
Property Tax - Capital Reserve*	1,124,000	324,832	1,448,832	Assessed Value
REET - PW Reserve	350,000	100,265	450,265	Assessed Value
Total Annual Capital	<u>\$ 1,474,000</u>	<u>\$ 425,097</u>	<u>\$ 1,899,097</u>	29%
Surface Water Management Fees	1,750,000	559,902	2,309,902	Adjusted KC
Total SWM Fund	<u>\$ 1,750,000</u>	<u>\$ 559,902</u>	<u>\$ 2,309,902</u>	32%
Business License Fees	250,000	22,800	272,800	Zoning - Commercial
Motor Vehicle Fuel Tax	750,000	335,934	1,085,934	Population
Seattle City Light	595,410	235,803	831,213	Incremental Assessed Value
Total Streets Fund	<u>\$ 1,595,410</u>	<u>\$ 594,537</u>	<u>\$ 2,189,947</u>	37%
<b>POTENTIAL REVENUES</b>				
Sales Tax Credit RCW 82.14.415			<u>583,811</u>	

\* Assumes Burien's policy of setting aside portion of property tax for capital project reserve will apply to annexation property tax.

\*\*Revenue projections based on 2009 Revised Projections - anticipated in proposed Ord #513.

\*\*\*Recreation fees are adjusted by 40% to account for PAA residents already using services provided by City of Burien.

**City of Burien PAA  
Annexation City Services & Revenue Drivers**

	<b>Burien (No - Annexation)</b>	<b>Area X (North Highline)</b>	<b>Burien after Annexation</b>	<b>Increase</b>
Population	31,550	14,350	45,900	45%
Acres	4,757	1,705	6,462	36%
Maintained Park Acres	300	32	332	11%
Street Miles	113	36	149	32%
Housing Units	14,024	5,554	19,578	40%
Commercial Zoning Acres	625	57	682	9%
Assessed Valuation	4,269,535,769	1,223,100,209	5,492,635,978	29%
FTEs	61.425	8.0	69.425	13%
Budget Per Berk	16,201,416	4,056,750	20,258,166	25%
Population Per Acre	6.63	8.42	7.10	
Dispatched Calls for Service *	59,092	20,793	79,885	35%

\*2004-2008

**CITY OF BURIEN  
AGENDA BILL**

<b>Agenda Subject:</b> Motion to authorize the City Manager to execute Condominium Declaration and Operating Agreement.		<b>Meeting Date:</b> June 15, 2009
<b>Department:</b> City Manager	<b>Attachments:</b> 1. <u>Declaration and Covenants, Conditions, and Restrictiosn for Burien City Hall and King County Library, a Condominium</u> 2. <u>Operating Agreement Re: Burien City Hall and King County Library, a Condominium</u>	<b>Fund Source:</b> General Fund/Public Works <b>Activity Cost:</b> \$ 20,000 <b>Amount Budgeted:</b> -0- <b>Unencumbered Budget Authority:</b> N/A  
<b>Contact:</b> Mike Martin, City Manager		
<b>Telephone:</b> (206) 248-5508		
<b>Adopted Initiative:</b> Yes    No X	<b>Initiative Description:</b>	
<b>PURPOSE/REQUIRED ACTION:</b> The purpose of this action is to authorize the City Manager to execute the Declaration and Covenants, Conditions, and Restrictions for Burien City Hall and King County Library and Operating Agreement.		
<b>BACKGROUND (Include prior Council action &amp; discussion):</b> 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 KCLS 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 paid in January and July. 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. The operating agreement provides for management and operation of the common elements of the building. These functions are delegated to the Library under the direction and supervision of the Association. The library is authorized to enter into service agreements as set forth in an approved budget. The City and Library are given priority for use of the multipurpose room as set forth in exhibits B-1 & B-2; the City has the right to use of 50 underground parking stalls for use by City employees on a first-come first-served basis; and, the City retains control over the Town-Square Park. Negotiations of material terms and conditions of the Declaration were not complete until the middle of May. The City Council is now being asked to authorize the City Manager to execute the declaration and operating agreement.		
<b>OPTIONS (Including fiscal impacts):</b> 1. Authorize the City Manager to execute the Condominium Declaration and Operating Agreement. 2. Refer the Condominium Declaration and Operating Agreement to City staff for further revisions and discussion and place on future Council Agenda. 3. Do not authorize the City Manager to execute the Condominium Declaration and Operating Agreement.		
<b>Administrative Recommendation:</b> Authorize the City Manager to execute the Condominium Declaration and Operating Agreement.		
<b>Committee Recommendation:</b> N/A		
<b>Advisory Board Recommendation:</b> N/A		
<b>Suggested Motion:</b> Move to authorize the City Manager to execute the Condominium Declaration and Operating Agreement for Burien City Hall and King County Library, a Condominium.		
Submitted by: Mike Martin, City Manager		
<b>Administration</b>	<b>City Manager</b> 	
<b>Today's Date:</b> June 9, 2009	<b>File Code:</b> r://cc/agendabill2009/061509CM-5 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

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

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

Table of Contents

	Page
SECTION I. INTERPRETATION.....	1
1.1 Liberal Construction .....	1
1.2 Terms Consistent With Act.....	1
1.3 Covenants Running With Land .....	1
1.4 Singular/Plural, Etc .....	1
1.5 Declarant Is Original Owner .....	1
1.6 Captions and Exhibits .....	1
1.7 Inconsistency with Bylaws .....	1
1.8 Definitions.....	1
SECTION II. DESCRIPTION OF LAND, BUILDINGS AND UNITS .....	5
2.1 Land Described .....	5
2.2 Description of Buildings .....	5
2.3 Description of Units.....	5
SECTION III. COMMON ELEMENTS .....	6
SECTION IV. LIMITED COMMON ELEMENTS.....	6
4.1 Description of Limited Common Elements.....	6
4.2 Reallocation, Conversion and Incorporation .....	6
4.3 Use of Limited Common Elements .....	7
SECTION V. ALLOCATED INTERESTS AND VOTES.....	7
5.1 Voting Rights and Allocated Interests .....	7
5.2 Transfer of Units and Common Elements .....	7
SECTION VI. CONDOMINIUM OWNERS ASSOCIATION.....	7
6.1 Form of Association.....	7
6.2 Membership .....	8
6.3 Transfer of Membership .....	8
6.4 Number of Votes.....	8
6.5 Voting Owner .....	8
6.6 Pledged Votes .....	8
6.7 Joint Owner Disputes.....	8
6.8 Annual Meetings.....	8
6.9 Special Meetings.....	8
6.10 Combined Meetings.....	8
SECTION VII. THE BOARD OF DIRECTORS .....	9
7.1 Adoption of Bylaws .....	9
7.2 Election of the Board of Directors .....	9
7.3 Decisions.....	9
7.4 Officers.....	10
7.5 Indemnification .....	10
7.6 No Personal Liability .....	10
7.7 Amendment of Bylaws .....	10
SECTION VIII. AUTHORITY AND DUTIES OF BOARD OF DIRECTORS .....	10
8.1 Authority of the Board of Directors.....	10
8.2 No For-Profit Business .....	12
8.3 Public Art.....	12
8.4 Exclusive Right to Contract.....	12
8.5 Acquisition of Property.....	12
8.6 Authorization to Board of Directors .....	12

8.7 Limitation on Liability of Directors.....12

8.8 Entry For Repair .....12

8.9 Maintenance of Common Elements .....13

8.10 Failure to Comply with Declaration .....13

8.11 Right to Grant Easements or Encumber Common Elements .....13

8.12 Financial Statements and Records .....13

8.13 Inspection of Condominium Documents Books and Records.....13

SECTION IX. COMMON EXPENSE ASSESSMENTS ACCORDING TO BUDGET .....14

9.1 Fiscal Year .....14

9.2 Preparation of Budget .....14

9.3 Ratification of Budget.....14

9.4 Supplemental Budget.....14

9.5 Assessments .....14

9.6 Common Expenses .....14

9.7 Special Allocations .....14

9.8 Contribution to Initial Working Capital.....15

9.9 Special Assessments .....15

9.10 Creation of Reserves.....15

9.11 Notice of Assessments .....15

9.12 Payment of Assessments.....16

9.13 Reconciliation of Assessments to Actual Expenses .....16

9.14 Proceeds Belong to Association .....16

9.15 Failure to Assess .....16

9.16 Recalculation of Assessments.....16

SECTION X. COLLECTION OF ASSESSMENTS.....16

10.1 Lien Indebtedness .....16

10.2 Collection of Delinquent Assessments .....17

10.3 Attorneys’ Fees, Costs and Interest .....17

10.4 Liability of Mortgagee .....18

10.5 Liability after Sale of a Unit .....18

10.6 Late Charges .....18

10.7 Release of a Unit From Liens .....18

10.8 No Lien on Public Property .....18

SECTION XI. REGULATION OF USES .....18

11.1 Prohibited Uses .....18

11.2 Use of Parking Garage.....19

11.3 Multipurpose Room .....19

11.4 Land Use; Development and Permit Conditions .....19

11.5 Non-Residential Use .....20

11.6 Exterior Appearance .....20

11.7 Compliance with Laws .....20

11.8 Actionable or Unlawful Activity .....20

11.9 Harmful Discharges .....20

11.10 Deliveries .....20

11.11 Access Over Common Elements .....20

11.12 Unit Improvements .....20

11.13 Uses Affecting Insurance .....21

11.14 Signs.....22

11.15 Trash Removal.....22

11.16 Construction Work – Common Elements.....22

11.17 Leases.....22

SECTION XII. INSURANCE.....22

    12.1 General Requirements.....22

    12.2 Owner’s Insurance .....23

    12.3 Insurance Proceeds.....23

    12.4 Additional Policy Provisions .....24

    12.5 Appointment of Attorney-in-Fact.....24

SECTION XIII. DAMAGE OR DESTRUCTION; RECONSTRUCTION .....25

    13.1 Scope of the Board’s Authority .....25

    13.2 Determination to Repair, Modifications .....25

    13.3 Restoration .....25

    13.4 Decision Not to Restore; Disposition .....26

    13.5 Allocation of Costs Not Covered by Insurance .....26

SECTION XIV. CONDEMNATION .....26

    14.1 Consequences of Condemnation.....26

    14.2 Proceeds .....27

    14.3 Partial Versus Complete Taking.....27

    14.4 Allocation of the Condemnation Award.....27

    14.5 Reductions of Condominium Upon Partial Taking .....28

    14.6 Reconstruction and Repair.....28

    14.7 Condemnation by the City of Burien.....29

SECTION XV. MORTGAGEE PROTECTION.....29

    15.1 Priority of Mortgages.....29

    15.2 Abandonment of Condominium Status .....29

    15.3 Material Amendments to Declaration and Bylaws.....29

    15.4 Implied Approval.....29

    15.5 Effect of Declaration Amendments .....29

    15.6 Written Notice.....29

    15.7 Insurance Policy Terms .....30

    15.8 Inspection of Books; Audited Financial Statements.....30

SECTION XVI. COMPLIANCE.....30

    16.1 Enforcement.....30

    16.2 No Waiver of Strict Performance .....31

SECTION XVII. EASEMENTS .....31

    17.1 In General.....31

    17.2 Utility and Other Easements .....31

    17.3 Association Functions.....31

    17.4 Encroachments.....31

    17.5 Right of Entry for Maintenance, Repairs, Emergencies or Improvements .....32

    17.6 Easement for Access to Common Systems and Facilities.....32

    17.7 Easement for Lateral and Vertical Support.....32

SECTION XVIII. PROCEDURES FOR SUBDIVIDING OR COMBINING.....32

    18.1 Submission of Proposal to Subdivide Unit.....32

    18.2 Approval Required for Subdivision.....32

SECTION XIX. AMENDMENT OF DECLARATION, SURVEY MAP AND PLANS, ARTICLES  
OR BYLAWS .....32

    19.1 Procedures.....32

    19.2 Amendments to Conform to Construction.....33

SECTION XX. TERMINATION OF CONDOMINIUM STATUS.....33

SECTION XXI. RIGHT OF FIRST NEGOTIATION TO LEASE OR PURCHASE UNITS .....33

    21.1 Right of First Negotiation .....33

21.2 Sale or Lease Notice .....33  
21.3 Terms of Sale or Lease .....34  
SECTION XXII. DISPUTE RESOLUTION.....34  
22.1 Step One – Informal Discussions.....34  
22.2 Step Two – Written Notification and Resolution .....34  
22.3 Step Three – Mediation.....34  
22.4 Step Four – Litigation .....35  
SECTION XXIII. MISCELLANEOUS.....35  
23.1 Notice.....35  
23.2 Remedies Not Exclusive.....35  
23.3 Severability .....35  
23.4 Effective Date .....35  
23.5 Governmental Rights .....35  
23.6 Reference to Survey Map and Plans.....35

**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 tile 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). Doorjambes 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 give 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 surplus 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**

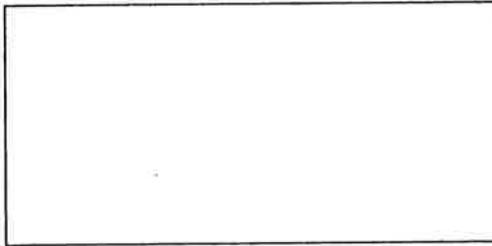
By: \_\_\_\_\_

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.

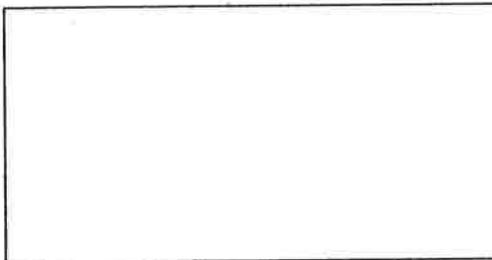


Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_

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 152<sup>nd</sup> Street) by deed recorded under Recording No. 597936;

AND EXCEPT that portion thereof conveyed to King County for 4<sup>th</sup> 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 151<sup>st</sup> 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 3<sup>rd</sup> 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.

Exhibit C

Survey Map and Plans

Exhibit D

King County Library System and City of Burien Condominium Association

Articles of Incorporation



**OPERATING AGREEMENT RE  
BURIEN CITY HALL AND  
KING COUNTY LIBRARY, A CONDOMINIUM**

THIS OPERATING AGREEMENT (the "Operating Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009 is entered into by and among the KING COUNTY LIBRARY SYSTEM AND CITY OF BURIEN CONDOMINIUM ASSOCIATION, a Washington nonprofit corporation ("Association"), the CITY OF BURIEN, a Washington municipal corporation ("City") and the KING COUNTY RURAL LIBRARY DISTRICT d/b/a the KING COUNTY LIBRARY SYSTEM ("Library") with reference to the following facts:

RECITALS

A. City and Library are the owners of the City Unit and the Library Unit, respectively, in Burien City Hall and King County Library, A Condominium (the "Condominium") a condominium created pursuant to that certain Condominium Declaration recorded in the official records of King County, Washington under Recording No. \_\_\_\_\_ (the "Condominium Declaration") and Survey Map and Plans filed simultaneously therewith in the official records of King County, Washington under Recording No. \_\_\_\_\_ (the "Survey Map and Plans"). The Condominium contains the City Unit, the Library Unit and certain Common Elements (as defined in the Condominium Declaration) including, but not limited to, a multipurpose room located on level one (the "Multipurpose Room") and a separate building containing a two level parking garage containing parking spaces for 116 vehicles (the "Parking Garage"), which is a Common Element.

B. Pursuant to the provisions set forth in Section 8.1.5 and 8.9 of the Condominium Declaration, the Association desires to appoint the Library as Manager to operate and maintain the Common Elements Improvements and the City and the Library as the Owner of the Units in the Condominium, desire to provide for the management of the Multipurpose Room and the Parking Garage. Under the Condominium Declaration each Owner is and will remain responsible for maintenance, repair and replacement of that Owner's Unit Improvements and the Limited Common Elements assigned to that Owner's Unit to comply with Project Standards.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals; Definitions. Each of the recitals set forth above is incorporated into this Operating Agreement as thought fully set forth herein. The City and Library are hereinafter sometimes referred to individually as "Owner" and collectively as the "Owners" when referring to either City or Library in its capacity as an Owner of a Unit in the Condominium. The City, the Library and the Association are hereinafter referred to collectively as the "Parties." All capitalized terms not otherwise defined herein shall have the same definition as set forth in the Condominium Declaration.

2. Designation of Manager for Condominium. Pursuant to the provisions of Section 8.1.5 of the Condominium Declaration, the Association hereby appoints the Library as Manager to assist the Board of Directors of the Association (“Board”) in the management of the Condominium and the Common Elements thereof in accordance with Project Standards and the requirements of the Condominium Declaration. The Library accepts such appointment, subject to the terms and conditions contained in this Operating Agreement (Library, in its capacity as Manager under the Condominium Declaration and this Operating Agreement is hereinafter referred to as “Manager”). Manager agrees to perform its duties under this Operating Agreement with the same degree of care and diligence as is exercised by Manager in the management, operation and maintenance of its other libraries and facilities.

3. Duties and Responsibilities With Respect to Management, Operation and Maintenance of the Common Elements. Manager shall manage, operate and maintain the Common Elements and the Common Element Improvements in the Condominium to Project Standards in accordance with the budget approved by the Board and approved by the Owners (“Budget”) and otherwise in accordance with the provisions of the Condominium Declaration and this Operating Agreement.

(a) Condition of Common Elements and Common Element Improvements. Manager shall operate and maintain the Common Elements and the Common Element Improvements (as defined in the Condominium Declaration) (including any personal property associated therewith) in clean and orderly condition and repair and in compliance with the Project Standards set forth in the Condominium Declaration and shall order, make or supervise all maintenance and repairs required in connection therewith (including preventive and recommended maintenance required under service contracts or warranties in connection with the elevator, HVAC and other building systems) in accordance with the approved Budget. Manager shall use its best efforts to carry out its responsibilities under this Operating Agreement within the approved Budget; provided, however, the Manager shall not have any responsibility (other than through sharing of Common Expenses in accordance with its Allocated Interests or as otherwise provided in the Condominium Declaration) for any costs incurred in maintaining the Common Elements and Common Element Improvements in accordance with the Project Standards which are in excess of the approved Budget. Manager shall not make any purchase or do any work the cost of which is not set forth in the approved Budget without obtaining the prior approval of the Board, except for circumstances which Manager deems constitutes an emergency requiring immediate action for the protection of the Condominium, the safety of occupants of the Condominium or adjoining property or to avoid the interruption of utilities or other services to the Property. Manager shall notify the Board immediately of the necessity for, the nature of, and the cost of any such emergency repairs or replacements, and shall be entitled to reimbursement for all reasonable costs and expenses incurred in responding to such emergency situations. Manager shall also recommend to the Board any additional repairs to the Common Elements or Common Element Improvements (including the need for periodic replacement of obsolete or worn out furniture, fixtures and equipment) that Manager believes are necessary to maintain the Common Elements and Common Element Improvements in accordance with the Project Standards. If approved by the Board and to the extent set forth in the approved Budget, Manager shall order, make or supervise any such additional repairs, maintenance or replacement to the Common Elements and Common Element Improvements and related furniture, fixtures and equipment.

(b) Unit Improvements. Each Owner acknowledges that it is each Owner's responsibility, at its sole cost and expense, to maintain, repair, and keep the Unit Improvements, equipment and appurtenances related thereto and the Limited Common Elements assigned to such Owner's Unit in good order, condition, repair and appearance necessary to maintain the Unit Improvements and Limited Common Elements consistent with Project Standards as provided in the Condominium Declaration.

(c) Service Contracts. Manager shall have the right to enter into service contracts in the name of the Association that are required in the ordinary course of business of operating and maintaining the Common Elements and the Common Element Improvements, including contracts for utilities, janitorial, security, landscaping, HVAC and elevator maintenance and other services to the Condominium that are set forth in the approved Budget. So long as both Owners are public entities, the Parties agree that Manager shall contract for such necessary services and utilities in accordance with the Library's existing public procurement process and purchasing policies as may be established by the Library's Board of Trustees from time to time or as may be otherwise required by law. The Parties specifically authorize Manager to include all necessary utility and other services to be provided to the Condominium pursuant to this Operating Agreement as part of the public procurement contracts that the Library enters into with third party contractors and other service providers who provide services to other Library facilities. Such public procurement contracts shall specifically identify the cost of providing any services to the Condominium separate from the cost of providing such services to the remainder of the Library's facilities, and shall include a requirement that the service providers pay the prevailing wage to workers, laborers and mechanics as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the geographical area where the Property is located. If requested by either Owner, the Manager may include in such contract(s), the cost required to provide janitorial or other services to Unit Improvements or Limited Common Elements assigned to either Owner, the cost of which shall be allocated to such Owner as a Special Allocation pursuant to the Condominium Declaration. If requested by the Board and set forth in the approved Budget, the Manager shall also arrange for insurance to be carried by the Association that satisfies the requirements of Section XII of the Condominium Declaration. The Parties understand and agree that each Owner is required to obtain, at its sole cost and expense, property insurance on its individual Unit, Limited Common Elements assigned to such Unit and its Unit Improvements to the extent not covered by the Association's insurance as required under the provisions of Section 12.2 of the Condominium Declaration. Each Owner is also responsible for obtaining, at its sole cost and expense, such commercial liability insurance, automobile liability insurance, worker's compensation insurance, directors and officer's liability insurance and such other insurance as such Owner may deem necessary or appropriate to protect its interest in the Condominium and the business conducted by it therein, which insurance shall comply with the requirements of Section XII of the Condominium Declaration.

(d) Capital Expenditures. Manager shall recommend to the Board the purchase and installation of major items of new or replacement equipment, furniture or fixtures when Manager believes such purchases to be necessary. Any capital expenditure must be specifically approved by the Board and the Owners as required under the Condominium Declaration.

(e) Payment of Suppliers. Manager shall promptly pay for all supplies, merchandise, material, labor or other items ordered, furnished or used by it in the performance of its duties under this Operating Agreement which is set forth in the approved Budget and will not suffer or permit any mechanic's or other lien to be filed against the Property or the Condominium by reason thereof. If such a lien is filed against the Property or the Condominium, Manager shall promptly give notice to the Board of same, and shall to the extent set forth in the approved Budget, either pay suppliers for the amount set forth in such lien claim(s) or, if directed by the Board, Manager shall, at the Association's cost and expense, contest the validity or amount of such lien(s).

(f) License and Permits; Compliance with Laws. Manager shall obtain and renew as necessary from funds set forth in the approved Budget, all licenses and permits which may be required under applicable law in connection with the operation and maintenance of the Common Elements and Common Element Improvements (such as permits for the elevator and other equipment). Manager shall promptly comply with all laws, rules, regulations and requirements which may be applicable to the Common Elements and the Common Element Improvements or to the use, repair, operation and management thereof. Manager shall give prompt notice to the Board and the Owners of any violation(s) or notice(s) of alleged violation(s) of such laws and shall take such corrective action as the Board may direct. Manager shall not have any responsibility in its capacity as Manager for failure of the Common Elements, Common Element Improvements or the operation thereof to comply with such laws unless Manager has committed negligence or willful misconduct in the performance of its obligations under this Operating Agreement. Manager shall advise the Board of the need for any unbudgeted expense required in order to comply with applicable laws, rules, regulations and other governmental requirements, which work shall be undertaken only after securing the Board's prior written approval thereof.

(g) Notices to Board and Owners. Manager shall promptly notify the Board and Owners of any notice(s) of violation(s) or alleged violation(s) of any governmental requirements, any defects in the Condominium, the Common Elements or Common Element Improvements and any fire or other damage to the Condominium, Common Elements or Common Element Improvements (together with copies of supporting documentation, if any). In the case of any serious damage to the Condominium, Common Elements or Common Element Improvements, Manager shall also immediately provide telephonic notice to the Board and Owners so that the Board and Owners can view the damage before repairs are started and complete customary loss reports in connection with such damage to the Condominium, the Common Elements or the Common Elements Improvements. Manager shall supervise any repairs to the Condominium, Common Elements and Common Element Improvements approved by the Board and the Owners in accordance with the Condominium Declaration. Manager shall notify the Board and Owners promptly of any personal injury or property damage occurring to or claimed by any person with respect to the Condominium, the Common Elements or the Common Element Improvements and promptly forward to the Board and/or the applicable Owner, any summons, subpoena or other legal document served upon Manager relating to actual or alleged potential liability of the Board, the Association, Owners, Manager, the Condominium or the Property. Manager shall take no steps (such as the admission of liability) which will operate to bar the Association or the Owners from obtaining any protection afforded by any policies of insurance which any of them may hold, or which operates to prejudice the defense in any legal

proceeding involving the Condominium or the Property. The Association shall represent the Association, the Board, the Manager and the Owners in any litigation involving the Common Elements or the Common Element Improvements. Each Owner, however, shall have the sole responsibility to represent itself with regard to its Unit, Unit Improvements and Limited Common Elements, if any, assigned to its Unit.

(h) Financial Matters.

(1) Assessments. Following approval of the annual budget for the Condominium in accordance with the provisions of Article IX of the Condominium Declaration, the Association shall establish the annual Assessment for each Unit and shall notify the City and the Library of the amount of the Assessment (including any Special Assessment or Special Allocation determined in accordance with the Condominium Declaration) allocated to such Unit. Each Owner shall thereafter pay Assessments in the manner provided in the Condominium Declaration. So long as the City is the Owner of the City Unit and the Library is the Owner of the Library Unit, the City and the Library shall each pay the Association the Assessment allocated to its Unit in two equal installments to be paid on or before January 25<sup>th</sup> and July 25<sup>th</sup> of each year commencing July 25, 2009. The first installment for each Unit is due July 25, 2009 and constitutes each Unit's Allocated Interest of the first year's Budget which is for a partial year only, and is based upon estimates of operating costs associated with the Common Elements and Common Element Improvements for the initial six-months of operation. . For example, if the annual Budget for the Condominium is \$60,000, the Association will assess \$20,000 against the City Unit and \$40,000 against the Library Unit in accordance with their respective Allocated Interests of 1/3 and 2/3 respectively (subject to adjustments for any Special Allocations set forth in Section 9.7 of the Condominium Declaration). On July 25<sup>th</sup> and January 25<sup>th</sup> City would pay the Association one-half of its annual \$20,000 Assessment or \$10,000, and Library would pay the Association one-half of its annual \$40,000 Assessment or \$20,000..

(2) Association Account. The Association shall establish an operating account in the name of the Association at a federally insured financial institution designated or approved by the Association (the "Association Account"). All Assessments shall be deposited into the Association Account. Manager shall submit an accounting to the Association on or before January 25<sup>th</sup> and July 25<sup>th</sup> of each year of all costs incurred by Manager in connection with the operation and maintenance of the Common Elements and Common Element Improvements in accordance with the approved Budget for the preceding 6 months (collectively, the "Operating Costs"). If the Operating Costs exceed the Assessments otherwise payable by the Owners for such six month period, each Owner shall pay its pro rata share of such shortfall to the Association on or before February 25<sup>th</sup> or August 25<sup>th</sup> of each year, which is thirty (30) days following the date of Manager's accounting. If the Operating Costs are less than the Assessments otherwise payable by the Owners for such six month period, then the next installment of Assessments shall be decreased by a like amount. The Association shall reimburse Manager for the amount of all Operating Costs incurred by Manager for the preceding six month period on or before August 1 and February 1 of each year during the term of this Operating Agreement.

(3) Disbursement of Funds from Association Account. The designation of those employees of Manager authorized to sign checks on the Association

Account shall be subject to the approval of the Board. If requested by the Board, all such employees of Manager shall be bonded or otherwise insured (at the Association's expense). Manager shall not deposit any funds of Manager in the Association Account. The Association shall use the funds deposited in the Operating Account to reimburse Manager for expenses incurred by Manager in connection with the operation and maintenance of the Common Elements and Common Element Improvements (including property management fees due and payable to Manager under this Operating Agreement) or other amounts set forth in the approved Budget or as otherwise set forth in the Condominium Declaration.

(4) Books and Records. Manager shall maintain at Manager's offices in Issaquah, Washington, true and accurate books of accounts fully reflecting all monies paid by Manager in the discharge of its obligations under this Operating Agreement. Such books, records and accounts shall be kept on a calendar year basis and based on the cash method of accounting (except as the Board may otherwise direct) in accordance with generally accepted accounting principles, consistently applied. To the extent that particular items of expenditure with respect to the Property or the Condominium are to be billed separately to the Owner of a Unit (such as, for example, janitorial services provided to an Owner's Unit Improvements), Manager shall maintain books, records and accounts in such a manner as will enable the Association to separately account for such expenditures on a calendar year basis and bill such expenses to individual Owners as a Special Allocation in accordance with the requirements of the Condominium Declaration. Manager shall provide the Board each year with an accounting of all funds expended by Manager during the previous calendar year, including the amount of any surplus or deficit carried over from the preceding year and the amount of income received, if any. The Manager shall provide the Board with its estimate of all Operating Costs which should be included in the Budget for the Condominium for the upcoming year, including its recommendation regarding Special Assessments, if any, and creation or funding of reserve accounts for anticipated expenses for repairs, replacement, enhancement and other improvements to the Common Elements which will occur in the future in order to accumulate sufficient funds to pay such expenses when they occur.

(5) Inspection of Records Maintained by Manager. Each Owner shall have the right during reasonable business hours, and with reasonable notice to inspect, audit, examine and make copies of or extracts from the books of accounts and records maintained by Manager pursuant to this Operating Agreement.

(6) Property of Association. The records, books of account and other documents and materials relating to the management, operation and maintenance of the Common Elements and Common Element Improvements by Manager shall be the property of the Association, and upon the termination of this Operating Agreement, Manager shall deliver all books and records to the Association without additional charge therefore. Manager may make copies of all portions thereof at Manager's cost and expense, as Manager may deem necessary or desirable.

(7) Settlements. Within thirty (30) days following the effective date of termination of this Operating Agreement, Manager shall provide the Board a final accounting for all Operating Costs incurred by Manager or which Manager may be obligated to pay pursuant to the terms of service and management contracts previously entered into by Manager for the

current fiscal year through the date of termination. Association shall pay Manager the amount of such Operating Costs incurred by Manager through the date of termination within sixty (60) days following the Association's receipt of the final accounting from Manager. Manager shall deliver to the Association all records, contracts, plans, specifications, correspondence, unpaid bills and all other papers and documents which pertain to this Operating Agreement.

4. Use, Operation and Management of Multipurpose Room.

(a) Condition of Multipurpose Room. Manager shall keep the Multipurpose Room (including any Common Element furniture, fixtures and equipment contained therein) in clean and orderly condition and repair and in compliance with the Project Standards set forth in the Condominium Declaration and shall manage the Multipurpose Room as part of the Common Element Improvements in accordance with the general requirements set forth in Section 3 above. Notwithstanding the foregoing, Manager shall not be responsible for maintenance, repair or replacement of 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 which is reserved for the exclusive use by the City for the recording and broadcasting of City Council meetings, all of which constitute Limited Common Elements assigned to the City, which shall be operated, maintained and repaired by the City to Project Standards, at its sole cost and expense as provided in the Condominium Declaration.

(b) Use of Multipurpose Room.

(1) Priority Use by City and Library. The Owners of the Units shall have the first priority to use the Multipurpose Room. The City shall have the exclusive right to use the Multipurpose Room for meetings of the City Council and other City-sponsored meetings as set forth on Exhibit B-1. The Library shall have the exclusive right to use the Multipurpose Room for Library purposes or Library-sponsored programs as set forth on Exhibit B-2. Each Owner shall notify Manager no later than September 1 of each year with an updated schedule of its priority meetings for the upcoming calendar year, and shall work together in good faith to minimize scheduling conflicts when establishing meeting dates for the upcoming calendar year. . If a priority scheduled meeting is canceled or rescheduled, such Owner shall promptly notify the Manager so that the Multipurpose Room can be made available to other users.

(2) All Other Uses. The Manager shall schedule all other uses of the Multipurpose Room in accordance with the Library's community meeting room policy that it uses to schedule community meetings in other Library facilities, as the same may be revised by the Library's Board of Trustees from time to time. The current Community Room Meeting Policy is attached hereto as Exhibit C, and is available on the Library's website at [www.kcls.org](http://www.kcls.org). Either Owner may submit requests to use the Multipurpose Room in addition to its priority meetings listed on Exhibits B-1 and B-2, which requests will be granted priority over third party scheduling requests.

(3) Rules and Regulations. All users of the Multipurpose Room must comply with Library's community room rules and regulations that apply to the use of all Library community meeting rooms in other Library facilities, as the same may be revised by the

Library's Board of Trustees from time to time. The current rules and regulations applicable to the use of the Multipurpose Room and other library community meeting rooms are attached hereto as Exhibit D and are available on the Library's website at [www.kcls.org](http://www.kcls.org). Persons attending an event in the Multipurpose Room during the Library's regularly scheduled operating hours shall not have the right to park in the Parking Garage, which is reserved for use by City and Library employees, customers and invitees during their regularly scheduled operated hours.

5. Operation and Management of Parking Garage.

(a) General Standards. Manager shall keep the Parking Garage (including any Common Element fixtures and equipment contained therein) in clean and orderly condition and repair and in compliance with the Project Standards set forth in the Condominium Declaration and shall manage the Parking Garage as part of the Common Element Improvements in accordance with the general requirements set forth in Section 3 above. Operating expenses with respect to the Parking Garage shall include all expenses of snow and ice removal, painting, striping, resurfacing, cleaning, lighting (including replacement of burnt out or defect bulbs or tubes), maintenance, repair and replacement of ventilation, electrical, life-safety and mechanical systems, traffic and directional signage and performing graffiti removal from all portions of the Parking Garage. Security shall be provided at a level consistent with the practices prevailing in the operation of the Library's parking structures at other facilities, and may include installation of gates, grills or other security devices to limit access to the Parking Garage after certain hours to protect the safety and security of users of the Parking Garage.

(b) Use of Parking Garage. The Parking Garage shall be open for public parking each day at least one (1) hour before the scheduled opening of the City or Library for business and shall remain open until at least one (1) hour after the scheduled closing of the City or the Library, including, as to any City or Library meeting scheduled for the Multipurpose Room, the scheduled termination of such meeting (the "Minimum Operating Hours"). Use of the Parking Garage during the Minimum Operating Hours is reserved for parking by Owners and their respective officers, directors, employees, agents, guests, invitees and patrons and not by commuters or owners or occupants of surrounding properties or their respective employees, agents, guests and invitees. So long as the City is the Owner of the City Unit, the City shall have the right to use up to 50 parking spaces in the lower level of the Parking Garage between the hours of 8 a.m. and 5 p.m. each weekday for use by City employees who work in the Condominium building on a first come/first-serve, unreserved basis. The Manager shall also reserve parking spaces on each level of the Parking Garage for use by persons with a valid disability parking permit or license plate to comply with law ("handicapped stalls"), and may set aside other parking spaces to comply with the Owners' transportation management plans as described in subsection (c) below. With the exception of the three parking spaces on the upper level of the Parking Garage reserved for 15-minute parking only and assigned to the Library Unit as a Limited Common Element, the handicapped stalls and the parking spaces reserved under each Owner's transportation management plan, all other parking spaces shall be available for use by Owners and their respective officers, directors, agents, guests, invitees and patrons on a first come/first serve, unreserved basis. No Owner shall have the right to use parking spaces in the Parking Garage for fleet parking or long term parking of any vehicle. All parking spaces in the Parking Garage are restricted to use for parking of motor vehicles and motorcycles; provided, however that bicycles may be stored in the secure bicycle racks. No other items and equipment

may be kept or parked in the Parking Garage without the prior written consent of the Board. Unless otherwise determined by the Board, members of the general public shall have the right to park in the upper level of the Parking Garage after Minimum Operating Hours on a first come/first serve basis. Manager shall have the right to require the removal of any vehicle (and any other equipment or item) improperly stored in parking spaces. If the same is not removed, the Manager may cause removal of such vehicle or equipment at the risk and expense of the owner thereof.

(c) Transportation Management Plans. The City and the Library have each adopted a transportation management plan to encourage alternative means of transportation for their respective employees coming to work in the Condominium. In an effort to discourage the "one person/one car" system of transportation, the City and the Library will create incentives for employees to use public transportation, carpool, bike or walk to work. Such incentives include the provision of subsidized bus passes for employees and installation of secure bicycle racks in the Parking Garage and showers in the Condominium for use by employees who ride their bicycle to work. The City and the Library have each agreed to encourage the use of fuel efficient (FE) and Low emitting (LE) vehicles by providing preferred parking for six (6) FE/LE vehicles equaling five (5%) of the total parking capacity of the Parking Garage and will reserve two parking spaces for carpool parking. The City and the Library shall each provide Manager with copies of incentive plans adopted by either the City or the Library from time to time to implement the foregoing transportation management plans. The Manager shall provide suitable signage in the Parking Garage designating the location of bicycle racks, 15-minute only, carpool, handicapped and FE/LE parking spaces. Attached hereto as Exhibit E is the parking layout for the Parking Garage showing the initial location of handicapped parking and other restricted use parking stalls.

(d) Parking Garage Rules and Regulations. The Manager, following consultation with the Board, may adopt, modify and enforce reasonable rules from time to time governing the use of the Parking Garage so long as such rules do not restrict access to or from the Parking Garage by Owners and their respective officers, directors, employees, agents, guests, invitees and patrons on a first come/first serve basis during the Minimum Operating Hours set forth in Section 5(b) above. The initial Parking Garage rules are attached hereto as Exhibit F and by this reference incorporated herein. The Parties acknowledge that the Manager may refuse to permit any person who violates the Parking Garage rules to park in the Parking Garage and any serious or repeated violations of the current Parking Garage rules may result in the removal of the vehicle belong to such person from the Parking Garage. Manager shall post copies of the Parking Garage rules at the western entrance to the main Condominium building and at all the entrances and exits to the lower level of the Parking Garage and shall make copies of the Parking Garage Rules available to the Owners upon any change or modification thereof.

(e) Parking Charges. Unless otherwise directed by the Board or required by law, neither Manager nor any Owner shall impose a charge to park in the Parking Garage during Minimum Operating Hours.

6. Town Square Park. The Condominium is located immediately to the north of the City of Burien Town Square Park, a public park and open space owned by the City ("Town Square Park"). The City shall have sole responsibility for the use, operation, and on-going

maintenance and repair of Town Square Park, including, but not limited to installation, repair and replacement of lighting fixtures, any and all utilities provided to Town Square Park, security, litter control, sweeping, cleaning, landscaping, including planting, weeding and replacement of trees, shrubs, grass and other plants, maintenance, repair and replacement of irrigation systems, street furniture, benches, fountains and other water features and public art. The City shall consult with the Library in scheduling farmers markets, community events and other public events at Town Square Park to minimize unreasonable interference with the use of the Library Unit by Library patrons and employees, and shall use reasonable efforts to enforce the restrictions on use set forth in the remainder of this Section 6. Persons attending events scheduled at Town Square Park during the Minimum Operating Hours shall not have the right to park in the Parking Garage, and the City shall require that all users scheduling events during Minimum Operating Hours provide evidence that sufficient on-street or other parking (other than the Parking Garage) is available for use by event participants. Members of the general public and persons attending events scheduled at Town Square Park after Minimum Operating Hours shall have the right to park in the upper level of the Parking Garage on a first come/first serve unreserved basis, subject to such rules and regulations as the Board may require, which may include payment of a parking fee or other charge. City shall use reasonable efforts to prevent persons using Town Square Park from trespassing onto the Property or blocking pedestrian or vehicular access to the Condominium or the Parking Garage. There shall be no use made of Town Square Park that results in any public or private nuisance, continuing vibrations that can be felt by owners of adjoining properties, any noise or sound that is objectionable due to intermittence, beat, frequency, duration, shrillness or loudness, any use that results in any offensive, obnoxious or continuing odor, noise or sound, creates any dust, dirt or smoke in excessive quantities or results in any increased risk of fire, explosion or other damaging or dangerous hazard, including the storage, display or use of explosives or fireworks.

7. Insurance.

(a) Manager's Insurance. Manager, in its capacity as property manager under this Operating Agreement, shall maintain the following types of insurance as it relates to Manager's operations hereunder, at Manager's sole cost and expense, unless otherwise indicated:

(i) Worker's Compensation Insurance. Worker's compensation insurance as required to meet Washington State requirements for all persons employed by Manager who provide services under this Operating Agreement.

(ii) Commercial General Liability Insurance. Unless such insurance has been obtained by the Association, Manager shall obtain commercial general liability insurance that meets the requirements of Section 12.1.2 of the Condominium Declaration, the cost of which shall be a Common Expense

(iii) Automobile Liability Insurance. Automobile liability insurance for all owned, hired and non-hired vehicles with minimum limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage liability.

(iv) Insurance Policies. All insurance policies required under this Operating Agreement shall comply with the requirements of Section XII of the Condominium Declaration.

(b) Fidelity Bond or Insurance. Unless such fidelity insurance or bond has been obtained by the Association, and if requested by the Board, Manager and all those of Manager's employees who have access to or are responsible for the handling of Association's funds in the discharge of Manager's obligations under this Operating Agreement shall be bonded by a fidelity bond or covered under fidelity insurance that complies with the requirements of Section XII of the Condominium Declaration, the cost of which shall be a Common Expense.

(c) Other Insurance Requirements. Notwithstanding any provision of this Operating Agreement to the contrary, Manager shall also maintain the additional insurance required of Owners in Section 12.2 of the Condominium Declaration at its sole cost and expense.

(d) Contractor's and Subcontractor's Insurance. Manager shall require all contractors and subcontractors entering on the Property to perform services to have insurance coverage at the contractor's or subcontractor's expense, in the following minimum amounts:

(i) Worker's Compensation – Statutory Amount

(ii) Unless the Board directs otherwise, Commercial General Liability Insurance in the minimum liability amounts and which satisfies the other requirements set forth in Section 12.1.2 of the Condominium Declaration. The Board, Association, Manager and each Owner shall be named as additional insureds thereunder.

(iii) Automobile liability insurance covering the use of all owned, non-owned and hired automobiles with bodily injury and property damage limits of One Million Dollars (\$1,000,000).

Manager shall obtain the Board's consent before waiving any of the above requirements. Manager shall obtain and keep on file, prior to such contractor's or subcontractor's start of the job, a certificate of insurance that shows that each contractor and subcontractor is so insured.

8. Compensation of Manager. As compensation for its services under this Operating Agreement, City shall pay Library Ten Thousand Dollars (\$10,000) each year ("Administrative Fee") as compensation for its services under this Operating Agreement. The Administrative Fee for 2009 (which is a partial year) shall be prorated and paid in full on July 25, 2009. Thereafter, the Administrative Fee shall be paid by City to Manager in two (2) equal installments of Five Thousand Dollars (\$5,000) each at the same time that Assessments are payable by the Owners to the Association under this Operating Agreement.

(a) Term of Operating Agreement. This Operating Agreement shall be for an initial term of five (5) years (the "Initial Term") and shall thereafter automatically renew for additional terms of five (5) years each (the Initial Term as extended, "Term") unless at least one (1) year prior to the expiration of the then Term, either Manager or Association give written notice of termination to the other Parties. Notwithstanding the foregoing, this Operating Agreement shall automatically terminate without the need for additional notice as of the date that

the Library is no longer the Owner of the Library Unit. The Manager shall prepare a final accounting and final settlement of all amounts owed Manager as provided in Section 3(h)(7) above, and the Association shall pay Manager such amount, and City shall pay Manager any Administrative Fee then due prorated to the date of termination, each within sixty (60) days following receipt of such final accounting and settlement. In the event this Operating Agreement terminates for any reason, the Association shall thereafter have full responsibility for the management and operation of the Condominium in accordance with the requirements of the Condominium Declaration.

(b) Effect of Termination on Accrued Rights. Termination of this Operating Agreement shall in no way affect or impair any right which has accrued to any Party hereto prior to the date when such termination became effective.

9. Notices. All notices, demands, requests, consents and approvals which may, or are required to be given by any Party shall be in writing and shall be validly given or made to the other Parties if delivered either personally, or by overnight delivery service of recognized standing, or by United States Mail, certified, registered, or express mail with postage prepaid, or by facsimile transmission with electronic confirmation of receipt. If such notice is personally delivered or delivered by facsimile during normal business hours, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by facsimile after normal business hours or is delivered by overnight delivery service, it shall be deemed given one (1) business day after receipt thereof (if sent by facsimile transmission) or one (1) business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, notice shall be deemed given three (3) business days after the deposit thereof in the United States Mail. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To Association: King County Library System and City of Burien  
 Condominium Association  
 c/o PTSGE Corp.  
 925 Fourth Avenue, Suite 2900  
 Seattle, WA 98104  
 Attn: President  
 Fax: (206) 623-7022

To City: City of Burien  
 400 SW 152<sup>nd</sup> Street, Suite 300  
 Burien, WA 98166  
 Attn: City Manager  
 Fax: (206) 248-5539

To Library: King County Library System  
 960 Newport Way NW  
 Issaquah, WA 98027  
 Attn: Director  
 Fax: (425) 369-3310

Any Party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other Parties hereto.

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

(a) Step One – Informal Discussions. The designated representatives of the City, Library and Association shall meet and attempt to resolve the dispute. This may involve more than one meeting.

(b) Step Two – Written Notification and Resolution. If informal discussions are not successful then the aggrieved Party shall mail, via certified mail, written notice of dispute to the other Parties' address shown in Section 9 of this Operating Agreement. 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' 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.

(c) Step Three – Mediation. If the Parties are unable to resolve their differences at Step Two, the Parties will endeavor to settle the dispute by mediation under such mediation rules as shall be agreeable to the Parties. Such mediation will be non-binding but a condition precedent to having the dispute resolved pursuant to litigation. Mediation shall commence, unless otherwise agreed, within thirty (30) days of a Party's written request to the other Parties 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 Operating Agreement herein, the Operating Agreement herein shall be amended to include the interpretation.

(d) Step Four – Litigation. In the event any action is brought to enforce any provision of this Operating Agreement, 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.

## 11. Miscellaneous.

(a) Captions. The captions and paragraph headings contained in this Operating Agreement are for convenience of reference only and in no way limit, describe, extend or define the scope or intent of this Operating Agreement, nor the intent of any of the provisions hereof.

(b) Amendments; Waivers. No modification or amendment of this Operating Agreement may be made except by written agreement or as otherwise may be provided in this Operating Agreement. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Operating Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any

other covenant, agreement, term or condition. Any Party hereto, by notice and only by notice as provided in Section 9 of this Operating Agreement may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Operating Agreement and each and every covenant, agreement, term and condition of this Operating Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(c) Entire Agreement. This Operating Agreement and exhibits hereto constitute the entire agreement among the Parties with respect to the management of the Common Elements and Common Element Improvements in the Condominium as contemplated by Section VIII of the Condominium Declaration and supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.

(d) Severability. If any one or more of the provisions contained in this Operating Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Operating Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had never been contained herein.

(e) Successors and Assigns. This Operating Agreement shall apply to, bind and inure to the benefit of the successors and permitted assigns of the Parties hereto. No Party hereto may assign its rights under this Operating Agreement without the prior written consent of the other Parties, which consent may be withheld by the other Parties in their sole and absolute discretion.

(f) No Partnership or Joint Venture. It is not intended by this Operating Agreement to, and nothing contained in this Operating Agreement shall create any partnership, joint venture or other arrangement by or among any of the Parties except that of owners of units in a condominium and parties to a contract providing for management services in connection with the Common Elements and Common Element Improvements in the Condominium. No term or provision of this Operating Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

(g) Time is of the Essence. Time is hereby expressly declared to be of the essence of this Operating Agreement and of each and every term, covenant, agreement condition and provision hereof.

(h) Neutral Authorship. In connection with the execution and delivery of this Operating Agreement, each Party has been represented by counsel. Each of the provisions of this Operating Agreement has been reviewed and negotiated, and represents the combined work product of the Parties hereto. The language in all parts of this Operating Agreement shall be construed as a whole according to its fair meaning. No presumption or other rules of construction which would interpret the provisions of this Operating Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Operating Agreement.

(i) Attorneys' Fees. Each Party shall be responsible for payment of the legal fees of its counsel in the event of any litigation, mediation, arbitration or other proceeding brought to enforce or interpret or otherwise arising out of this Operating Agreement.

(j) Counterparts. This Operating Agreement may be executed in counterparts, each of which constitutes an original and all of which shall constitute but one original.

(k) Memorandum of Operating Agreement. Neither Party hereto shall record this Operating Agreement without the written consent of the other Parties; provided, however, that Manager shall have the right to record a Memorandum of this Operating Agreement.

(l) Governing Law. This Operating Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington. In the event of any litigation to enforce or interpret the rights, duties and obligations of the Parties set forth in this Operating Agreement, venue of any such legal action shall lie exclusively in King County Superior Court and the Parties waive the right to file suit elsewhere.

IN WITNESS WHEREOF, the Parties hereto have executed this Operating Agreement as of the day and year first above written.

“CITY”

“ASSOCIATION”

CITY OF BURIEN, a Washington municipal corporation

KING COUNTY LIBRARY SYSTEM AND CITY OF BURIEN CONDOMINIUM ASSOCIATION, a Washington nonprofit corporation

By: \_\_\_\_\_  
Mike Martin  
City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“LIBRARY”

KING COUNTY RURAL LIBRARY DISTRICT, d/b/a KING COUNTY LIBRARY SYSTEM, a Washington rural library district

By: \_\_\_\_\_  
William H. Ptacek  
Director

## 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 152<sup>nd</sup> Street) by deed recorded under Recording No. 597936;

AND EXCEPT that portion thereof conveyed to King County for 4<sup>th</sup> 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 151<sup>st</sup> 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-1

Multipurpose Room SchedulingCity of Burien Scheduled Meetings**City Council Meetings**

Every Monday (3:00 – 10 pm)

**All Staff Meetings**

4<sup>th</sup> Wednesday, 12:30 – 2:30 pm

**Planning Commission Meetings**

2<sup>nd</sup> & 4<sup>th</sup> Tuesdays, 4:30 – 9:00 pm

**Burien Wellness Cluster Meetings**

3<sup>rd</sup> Thursday/monthly, 11:30 am – 2:00 pm

**BEDP Meetings**

2<sup>nd</sup> & 4<sup>th</sup> Friday/Monthly, 6:00 – 9:00 am

**Discover Burien Meetings**

2<sup>nd</sup> Wednesday/monthly, 4:30 – 9:00 pm

## Exhibit B-2

Multipurpose Room SchedulingBurien Library-Sponsored Scheduled Meetings\***Highline ESL Classes**

Every Tuesday, 5:30-9:00pm

Every Thursday, 5:30-9:00pm

**Anime Manga Club**

1st Wednesday, 2:30-6:00pm

**Burien Book Group**3<sup>rd</sup> Wednesday, 1:30-3:30pm**Talk Time**

Currently, Every Wednesday 6:30-9:00pm

**Game On**

Every Thursday, 1:00-6:00pm

**Children's Summer Series**

Every Wednesday, July 8 – August 12, 10:00-12:30pm

(Program starts at 11:00am but performers need a minimum of an hour to set-up and an hour for take-down.)

**Preschool Concert**

Tuesday, August 4, 9:30-12:30pm

**Toddler Finale**

Thursday, August 13, 9:30-12:30pm

\*Note: In the event any Burien-Library sponsored scheduled meetings as set forth on this Exhibit B-2 conflict with City of Burien scheduled meetings as set forth on Exhibit B-1, the Burien Librarian shall have the right to reschedule the Burien-Library sponsored meeting or move the meeting to a different location

## Exhibit C

Community Meeting Room Policy

**If you need to schedule a room with 72 hours notice or less, please contact the Library directly.**

The Library Board of Trustees provides free meeting rooms for community use. Meeting rooms may be reserved by any group for non-commercial purposes, although preference is given to City of Burien and Library-sponsored programs. Access to Library meeting rooms is not denied to any person or organization except as stated in this policy.

**How to Reserve a Meeting Room:**

Meeting room reservations may be made either online at the Library website (see below) or by contacting your **local community library**. Reservations are accepted on a first-come, first-served basis. An application form may need to be completed and submitted in person 24 hours prior to the meeting. Please keep in mind the following guidelines when reserving a meeting room:

- Reservations may be made for the current month, plus two months in advance.
- Groups are limited to reserving a meeting room once per month. To ensure that meeting rooms are available to a variety of community groups, library staff may limit room use for particular organizations.
- Library meeting rooms are only available during library operating hours, with the exception of rooms used for elections and Library programs. Service Center meeting rooms are available outside of normal business hours.
- Meeting room applications are reviewed by library staff to ensure they adhere to Library policy. Library staff may accept or reject requests for meeting rooms under the established policy.
- Meeting rooms are held for a maximum of 30 minutes after the scheduled start of the meeting.
- If special facilities accommodations are needed, please indicate so in the "Notes or Special Accommodations" field in the room reserve form.
- Canceling a room reservation may be done either online or by contacting your local library staff.

**Meeting Room Rules:**

All meetings must be free and open to the public. With the exception of books, CDs and other resources sold at library-sponsored events, no products or services may be advertised, solicited or sold.

The following guidelines must be followed in order to retain meeting room privileges. Failure to comply with the policy will result in withdrawal of room reservation privileges.

- Groups must not advertise that meetings are sponsored, co-sponsored or approved by the Library, unless written permission was previously given by the Library.

- Meetings must not interfere with public library use. Noise and overcrowding are not permitted.
- Groups must arrange for off-site parking if they expect a large crowd. If using a Service Center meeting room during regular business hours, attendees must park at the nearby Target parking lot.
- Refreshments may be served, provided the group cleans the meeting room following the event. Meals may not be served and alcoholic beverages may not be consumed on library property. All Library buildings are smoke-free facilities.
- Groups are responsible for taking care of the meeting room and are held responsible for any damage incurred. After using a meeting room, chairs must be stacked, utensils washed, garbage disposed of and kitchenette cleaned.
- The capacity of the meeting room must not be exceeded. Small groups may be asked to move to a smaller room if one is available.
- Storage of materials is not provided.
- Groups must provide Americans with Disabilities Act (ADA) accommodations when requested.
- Library staff may request that an adult be present at youth meetings.
- It is the responsibility of the applicant to provide any necessary equipment for a meeting that is not available at the library. The library provides access to wireless Internet (see instructions), which patrons may use with their own computers. Patrons are responsible for providing their own cable connections and configuring their own computers. Library staff cannot assist patrons with connections or troubleshooting.
- Buildings that are owned jointly by the Library and another entity may have additional guidelines.

Note: The Library Board delegates to the chief administrative officer or his/her designee the authority to develop and implement procedures and practices which carry out the provisions of this policy. Exceptions to the policy may be granted only by the Library Board.

**You must accept the meeting room guidelines in order to reserve a room**

- I have read and will comply with the Library Meeting Room Policy and Guidelines.
- Our meeting will be open to the general public.
- We will leave the room and secure the building according to the Library's instructions.
- I understand that while using the meeting rooms, no admission may be charged, and no products or services may be advertised, solicited or sold
- I will notify the Library 24 hours before cancellation.
- I understand that failure to comply with the Library's policies may result in the loss of use of the meeting room.
- Only meeting information will be posted online; contact information will not be included.

***If you need to schedule a room with 72 hours notice or less, please contact the library directly.***

***I ACCEPT***

**You must accept the meeting room guidelines in order to reserve a room**

**Meeting Room Internet Access Instructions:**

- Open Network and Dial-up Connections.
- Right-click the network connection and then click Properties.
- On the General tab (for a local area connection) or the Networking tab (all other connections), click Internet Protocol (TCP/IP), and then click Properties.
- Click Obtain an IP address automatically, and then click OK.

## Exhibit D

Community Meeting Room Regulations

In addition to the Library's Meeting Room Use policy, the use of meeting rooms is subject to the following guidelines and rules:

1. Reservations are made at the library whose facility is being reserved. A meeting room application form needs to be completed and submitted prior to the meeting. The application is to be signed by the person responsible for the use of the room. Telephone reservations are acceptable as long as the completed application is turned in prior to the meeting.
2. Reservations for meeting room space are on a first-come, first-served basis. City of Burien and Library-sponsored programs will have preference.
3. Reservations are made no more than three months in advance. No group may consider the Burien library its permanent meeting place nor use the Burien library as its mailing address.
4. The librarian and/or designated staff members have the authority to accept, renew, or reject requests for use of the room under the established policy. To promote the accessibility of the meeting rooms to a wide variety of community groups, the Library may limit meetings for any particular organization.
5. Library meeting rooms may be scheduled for literacy and tutoring programs and Parks and Recreation program space (approved February 26, 1990, Library Board of Trustees).
6. Books may be sold at Library-sponsored author/illustrator events (approved September 26, 1991, Library Board of Trustees).
7. For libraries that have meeting rooms that are not secure from the rest of the library, meeting times should conform to the scheduled operating hours of the library. Exceptions need to be specifically approved by the Community Library Manager or his/her supervisor. The library branch is not to be used after regular hours.
8. If permission has been obtained to use the room outside of regular library hours, arrangements must be made in advance for closing and securing the meeting room and library building. The user is responsible for putting away tables and stacking chairs, turning off the lights, locking doors, and properly returning the key.
9. The applicant is responsible for discipline and reasonable care of the room. The applicant will be held responsible for any damage and the condition of the room after its use; e.g., chairs stacked, utensils washed, kitchenette cleaned. Failure to do so may result in denial of future use of the room.
10. There shall be no interference with the use of the Burien library by its patrons, e.g., noise or overcrowding of the Burien library or Parking Garage.

11. Groups expecting large attendance should request members to park so that sufficient and convenient parking will be available to library patrons.
12. Attendance must not exceed the posted capacity of the meeting room.
13. The Library will not provide storage for any group. Exceptions may be made for Library-sponsored groups on approval of the Community Library Manager or his/her supervisor.
14. It is the responsibility of the applicant to provide necessary equipment if it is not available at the Library. Coffeemakers and other small appliances may be supplied by the applicant.
15. Refreshments may be served, provided proper care is given to clean-up after the meeting. Meals may not be served unless approved by the Library Manager. Alcoholic beverages may not be served or consumed on Library property. All Library buildings are smoke-free facilities.
16. The librarian may ask that meetings of youth groups have an adult in attendance.
17. Notify a library staff member if a meeting must be canceled.
18. Groups using the meeting room must follow and provide ADA (Americans with Disabilities Act) accommodations where requested.
19. Failure to comply with the Library Meeting Room Use policy and Meeting Room Regulations will result in withdrawal of meeting room use privileges.
20. Library buildings that are owned jointly by the Library and another authority may have additional guidelines.
21. Any exceptions to the policy must be approved in advance by the Library Manager.

#### **Use of the Meeting Rooms by Membership-Restricted Groups**

- If a group does not have a legal order in place that restrains a particular person from a particular group, and if there is no misconduct taking place, the group cannot restrict that person from coming into the meeting room while they are present. If a group cannot allow the presence of a banned member, they must seek another venue for their meeting than the public library.
- If a person has had a legal restraining order issued against another person, the first person has a legal right to be at a designated distance from the restrained person. He or she can use the meeting room. The law is active in any public location, so the restrained person cannot come into the meeting room while the first person is present unless the room is large enough to accommodate the designated distance.

Any conflict regarding the above is not to be handled by library staff, but by the individuals or groups involved with the police. Staff can assist in finding a private place for any involved party, or showing them to a phone, but beyond that there is no real responsibility.

Exhibit E

Initial Parking Garage Layout

## Exhibit F

Parking Garage Rules and Regulations

All persons using the Parking Garage shall comply with the following rules:

(1) Cars must be parked entirely within the stall lines painted on the floor, and only small cars may be parked in areas reserved for small cars. Spaces designated for handicapped parking shall be used only by vehicles properly designated. Spaces designated for compact cars, FE/LE vehicles or carpool vehicles shall be used only by qualifying vehicles. Parking in spaces designated 15-minute parking shall be used only for short-term parking by Library patrons.

(2) Parking spaces in the Parking Garage will be provided on an unreserved, first come, first served basis. Persons utilizing the Parking Garage shall not be entitled to use any one particular parking space and may not use more than one parking space at any one time for the parking of a single vehicle.

(3) All directional signs and arrows must be observed.

(4) The speed limit is 5 miles per hour.

(5) Parking is prohibited in all areas not expressly designated for parking, including without limitation:

- (a) areas not striped for parking;
- (b) aisles;
- (c) where "no parking" signs are posted;
- (d) ramps; and
- (e) loading zones.

(6) Parking stickers, key-cards or any other devices or forms of identification for entry supplied by the Manager, if any, shall remain the property of the Manager. If parking stickers, key cards or other parking control devices are issued, they must be displayed as requested and not mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any device in the possession of an unauthorized holder will be void.

(7) Every parker is required to park and lock his or her own car.

(8) Loss or theft of parking identification, key-cards or other such devices must be reported to the Manager immediately. Any parking devices reported lost or stolen that are found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen devices should be reported to the Manager immediately.

(9) Washing, waxing, cleaning or servicing (except in an emergency) of any vehicle in the Parking Garage is prohibited. Parking spaces may be used only for parking automobiles or

motorcycles and bicycles which shall be parked only in the bicycle racks provided (unless prior written permission is obtained from the Board).

(10) No signs, banners or temporary signs shall be posted or placed within the Parking Garage (other than directional signs).

(11) There shall be no sales conducted within the Parking Garage and no kiosks, pushcarts, advertisements or other merchandising units or obstructions placed in the Parking Garage.

(12) No person shall use the Parking Garage for any illegal or immoral purpose nor shall any person allow the use, sale or distribution of any alcoholic or intoxicating beverages or controlled or illegal drugs or substances within the Parking Garage.

(13) No person shall use or permit the use of any part of the Parking Garage for the storage, handling, transportation, disposal or use of any hazardous materials or toxic substances.

(14) Manager shall post copies of the Parking Garage Rules at the western entrance to the main Condominium Building and at all entrances and exits to the lower level of the Parking Garage.

(15) Manager may deny access to persons who repeatedly violate these Parking Garage Rules. Manager may tow vehicles at the owner's expense which are parked illegally, parked in a posted "no parking area" or block access to any entrance, exit, ramp or loading dock.

(16) Manager reserve the right to change these Parking Garage rules from time to time, so long as such rules do not violate any of the terms or conditions of the Operating Agreement.

**CITY OF BURIEN  
AGENDA BILL**

<b>Agenda Subject:</b> Motion on Proposed Public Artwork Donation		<b>Meeting Date:</b> June 15, 2009
<b>Department:</b> Parks, Recreation and Cultural Services	<b>Attachments:</b>	<b>Fund Source:</b> N/A
<b>Contact:</b> Debbie Zemke, Recreation Manager		<b>Activity Cost:</b> N/A
<b>Telephone:</b> (206) 988-3704		<b>Amount Budgeted:</b> N/A
		<b>Unencumbered Budget Authority:</b> N/A
<b>Adopted Initiative:</b> Yes No X	<b>Initiative Description:</b> N/A	
<b>PURPOSE/REQUIRED ACTION:</b>		
<p>The purpose of this agenda item is for Council to approve the Arts Commission recommendation in favor of a citizen-proposed public sculpture in honor of Mr. Dick Dahlgard by artist Phillip Levine, and to direct the City Manager to work with staff and the Arts Commission to identify a suitable public location.</p>		
<b>BACKGROUND (Include prior Council action &amp; discussion):</b>		
<p>At the June 1, 2009 City Council 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 was presented at this meeting. The proposed sculpture will be installed outdoors in Downtown Burien at a final location that is yet to be determined.</p> <p>The Commission's Public Art committee will discuss location options 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.</p>		
<b>OPTIONS (Including fiscal impacts):</b>		
N/A		
<b>Administrative Recommendation:</b> Accept the Dick Dahlgard sculpture proposal.		
<b>Committee Recommendation:</b>		
<b>Advisory Board Recommendation:</b> Accept Dick Dahlgard sculpture proposal.		
<b>Suggested Motion:</b> Move to Approve Artist Phillip Levine's Art Design Concept Honoring Dick Dahlgard.		
Submitted by: Debbie Zemke <b>Administration</b> <i>DZ/m</i>	Mike Martin <b>City Manager:</b> <i>MM</i>	
<b>Today's Date:</b> June 9, 2009	<b>File Code:</b> R:/CC/AgendaBill2009/061509pks-1 Artwork donation proposal	

