



Burien
WASHINGTON

CITY COUNCIL MEETING AGENDA

August 17, 2009

7:00 p.m.

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

PAGE NO.

1. CALL TO ORDER

2. EXECUTIVE SESSION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. AGENDA CONFIRMATION

6. PUBLIC COMMENT

To receive comments on *topics other than public hearing topics*. Individual will please limit their comments to three minutes, and groups to five minutes.

7. CORRESPONDENCE FOR THE RECORD

- a. Letter Dated May 15, 2009, to Senator Prentice from Carrie Chase-McNamara Regarding Transit Riders Parking in Neighborhood with Response from Doug Lamothe, Interim Public Works Director. 3.
- b. Letter Dated July 14, 2009, from Donald G. Dorres Regarding Statue in B/IAS with Response from Michael Lafreniere, Parks & Recreation Director. 7.
- c. Email Dated July 23, 2009, from Eric Dickman Regarding Burien City Radio Station. 9.
- d. Email Dated August 3, 2009, from Mark Pitzner Regarding Town Square. 11.
- e. Email Dated August 11, 2009, from Marco Milanese, SeaTac Airport Community Relations Manager, Regarding Improved Airport Approach Procedures on the Horizon at SeaTac Airport. 13.

8. PRESENTATIONS

COUNCILMEMBERS

Joan McGilton, Mayor
Kathy Keene

Sue Blazak, Deputy Mayor
Lucy Krakowiak
Sally Nelson

Rose Clark
Gordon Shaw

CITY COUNCIL MEETING AGENDA

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9. CONSENT AGENDA	a. Approval of Vouchers: Numbers 22868 - 22969 in the Amount of \$417,238.43.	15.
	b. Approval of Council Meeting Minutes: August 3, 2009.	29.
	c. Motion to Adopt Ordinance No. 518, Relating to Monthly Remittance of Utility Taxes.	35.
	d. Motion to Adopt Resolution No. 301, Authorizing the City Manager to Execute the Proceeds Distribution and Hold Harmless Agreement with the City of Bellevue.	39.
	e. Motion to Approve a Cost Sharing Agreement with the Army Corps of Engineers for Seahurst Shoreline Restoration Feasibility Study.	53.
10. BUSINESS AGENDA	a. City Manager's Report.	73.
	b. Review of Council Proposed Agenda Schedule.	101.
	c. Motion to Approve Performance Contract Agreement Amendment with WA State Dept. of General Administration for New Interim Community Center Project & the Reallocation of \$500,000 to the Project CIP.	105.
	d. Motion to Appoint Member to Prepare Con Statement for the Ballot Measure Establishing a \$25 Annual Vehicle License Fee for Two Years in Order to Fund Two High Priority Projects from the Pedestrian and Bicycle Facilities Plan.	117.
	e. Discussion on Proposed Ordinance No. 517, Amending the Burien Municipal Code Relating to the Disclosure of Public Records.	119.
	f. Discussion on Replacement Parking/Future Burien Fire Station.	125.
11. COUNCIL REPORTS		
12. ADJOURNMENT		

May 15, 2009

Margarita Prentice
303 John A. Cherberg Building
PO Box 40411
Olympia, WA 98504-0411

Dear Ms Prentice,

I own, and live in, my home located near the corner of 7th Avenue South and 128th Street in Burien, WA. This residential neighborhood is located less than half a block from the on/off ramps of SR 509 into downtown Seattle. At these ramps are located Metro bus stops.

These bus stops are used as a park and ride however; there are no proper parking facilities in place. Because of this our residential street, 7th Avenue South, is used. We have lived here for about 5 years and have seen the issue get worse each year. We currently have 12 to 15 cars belonging to the commuters parked along our small residential street every day.

The problems that this causes us, our neighbors, and our neighborhood include:

- We are a residential street near an elementary school so there is already a large amount of traffic on our small street. Speeding is also a big issue.
- The residents do not have adequate parking for family and visitors from 6AM to 6PM because the "park and riders" are all parked on the street.
- The "park and riders" are constantly parking too close to driveways (within 15 feet). They box in driveways, having parked so close on each side the driveway is now difficult to manage. Or they blatantly block driveways.
- There are "park and riders" who get dropped off and they use driveways as turnarounds and as pick up/drop off points. They also idle at the stop sign expecting other drivers to go around.
- The "park and riders" park too close to the corner making a dangerous situation for those turning in off 128th.
- The "park and riders" park on the curbs ruining grass and they leave garbage.
- The "park and riders" block the garbage and recycle cans on garbage day and/or they manage to knock them over in the process of trying to park.

These things are illegal and/or simply unacceptable to me as a resident, homeowner, and tax payer. I have written several letters to the Burien City Manager, Burien Mayor, Burien City Council members, and KC Metro. I have only received a response twice from the City Manager whose response was that the residents have adequate parking. My problem with this is that the issues were not addressed and I am concerned with how he managed to come to the determination that the residents have adequate parking.

CFTR: 6/17/09

I have had telephone conversations with the Burien police who have advised me to call them anytime I see a "park and rider" parked illegally and they will come and ticket. I would be calling them every day! The police department told me that this has been an issue for many residents for a very long time. They said that at one point KC Metro had an agreement with the church close by to allow the "park and riders" to park there but they let it expire.

Any attempts that we have made to engage with the "park and riders" leaves us at risk for retaliation. Their reaction to our demands not to block our driveways is always hostile and they will not listen to reason. They have no respect for our desire to have peaceful enjoyment and full use of our driveways and street.

What I want is to not have to worry that my driveway is going to be blocked when I leave for work or come home. I want the garbage man to empty my garbage cans rather than leave them because they were blocked by a "park and rider". I want a clean street and nice grass. I want my friends and family to be able to park in front of my home rather than at the end of the block because the "park and riders" are congregated at my end of the street.

I have requested the following simple solutions many times and do not know why one of them can't be put in place.

- Metro finds, or develops, adequate parking for those who use these bus stops.
- Metro removes these bus stops.
- The city of Burien restricts parking on our street to by permit only.
- The city of Burien posts signs "No Parking", "No Parking (in certain areas)", "No Commuter Parking", or "Do Not Block Driveways" in conjunction with painting curbs.

The problem is simple, we are a residential neighborhood on a very small street that is being taken huge advantage of and ignored. I hope that you will not allow us to be ignored.

Thank you,



Carrie Chase-McNamara
12808 7th Avenue South
Burien, WA 98168

Cc Mike Martin, Burien City Manager; King County Metro; Joan McGilton, Burien City Mayor; Dow Constantine, King County Council District 8; Marie Cantwell, WA State Senator; Patty Murray, WA State Senator; Burien Police Department



Burien

Washington, USA

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

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

www.burienwa.gov

5

August 4, 2009.

Ms. Carrie Chase-McNamara
12808 7th Avenue South
Burien, WA 98168

RE: On-street Parking by METRO Bus Riders and Blocking of Driveways

Dear Ms. Chase-McNamara:

I have received a copy of correspondence sent to Senator Margarita Prentice regarding concerns about bus commuters parking on your street.

After researching our departmental records, I have found that you raised similar concerns in the fall of 2005 and in early 2007, and the City's Maintenance Manager at that time, Daniel Bretzke, responded to your correspondence. It appears that Mr. Bretzke conducted several site visits, and each time observed that adequate off-street parking was available for residents, and that no vehicles were violating the City's restriction of on-street parking for more than 24 hours.

You suggested imposing parking restrictions as a solution. As City staff has indicated in the past, the City of Burien does not restrict on-street parking unless vehicles are parked for more than 24 hours without moving or if there is a public safety issue. The City does not have a program that provides for "permit parking" on residential streets. But it seems clear that if "no parking" restrictions were enacted they would apply to all visitors, not only to commuters.

I have personally visited your street on numerous times over the past month, and found no driveways blocked or infringed upon by vehicles. While it is quite possible that I visited on days when there was not a problem, City staff previously had similar findings. That said, if a resident does find a driver has parked illegally on any street, we hope that the resident would contact the police to cite the violator; receiving or witnessing such a citation can serve as a deterrent.

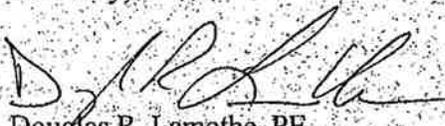
Two of your suggested solutions directly involve King County Metro. Following your previous correspondence, our staff contacted Metro staff about parking options and were advised that the lot at 8th Avenue South and South 128th Street, which had once been leased for use as a park-and-ride lot, was no longer available because the church had chosen not to renew the lease. It is not clear what other space might be available for such a parking arrangement; therefore, King County Metro is copied on this letter to ask them to research this possibility. The other suggestion in your letter, to remove the bus stops, also depends on whether other options are available for riders who use these stops. I am asking Metro staff to provide information on how our residents can raise this kind of question. We will keep you informed of responses from King County Metro.

CFTR: 8/17/09

Ms. Carrie Chase-McNamara
RE: On-street Parking by METRO Bus Riders and Blocking of Driveways
August 4, 2009
Page 2 of 2

If you have further problems with the issue of blocked driveways, please contact the Burien Police Department at 296-3333 between 8:00 a.m. and 5:00 p.m., Monday through Friday. Please contact me with any other questions or concerns. I can be reached at 206/439-3156 or via e-mail at dougl@burienwa.gov.

Sincerely,



Douglas R. Lamothe, PE
Interim Public Works Director

Cc: Mike Martin, Burien City Manager
The Honorable Joan McGilton, Mayor of Burien
The Honorable Margarita Prentice, Washington State Senator
The Honorable Dow Constantine, King County Councilmember
King County METRO Staff
Burien Police Department

July 14, 2009

To the Mayor and City Council

City of Burien
415 SW 150th St
Burien, Wa 98166

RECEIVED

JUL 17 2009

CITY OF BURIEN

I am writing about the statue of the nude, squatting woman which is in the Burien Town Square. My wife and I have visited the art section a number of times and consider it to be a collection of somewhat "funky", but interesting items. We do not consider the nude statue vulgar or offensive. However, it seems to be out of place and out of character with the rest of the works.

Our daughter, her son (8) and his friend (9) were visiting from Portland and toured the art section with us last week. The nine year old boy took one look at the statue and said "Why doesn't she have any clothes on?". We answered that she was in the garden thinking and we did not know why she didn't have any clothes. Other than that, the boys did not pay the statue any more attention and they enjoyed all the other "funky" works. We believe that children's questions can be and should be answered briefly and honestly and appropriately to the child's age.

However, it seems to me that the statue would be better in some other setting. I suggest moving it to the old Burien Library area which we understand will become a Senior Center. It would fit in quite nicely in a quiet garden area there, parents would not have to worry about what their children are thinking or saying (about the nude statue) and it would not be a distraction from the Burien Town Square art.

Sincerely,

Donald G. Dorres

Donald G. Dorres, Burien resident since 1954

1943 SW 167

Burien, WA 98166

Ph: (206) 242-5285

Email: sddorres@msn.com

cc: Michael Lafrevere
CFTR: 5/17/09



Burien

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www.burienwa.gov

July 28, 2009

Donald G. Borres
1943 SW 167th Street
Burien, WA 98166-2746

Dear Mr. Borres:

Thank you for contacting the City of Burien regarding the sculptures next to Town Square Park. The sculptures and the area you are referring to are part of the Burien Interim Art Space (or B/IAS) project. For your information, the project is not part of Town Square Park or on public property; it is on private property. The B/IAS project is a temporary art park, open to the public, and created by the community. It is designed and intended to creatively use land that would otherwise be sitting idle. The site is scheduled for construction of the next phase of the Burien Town Square project; at that time the art will be removed and returned to the artists. More information about the project is available at www.interim-art-space.com.

Certainly many people often have a wide range of opinions regarding public art, and I do respect your point of view. As has long been said, art is in the eye of the beholder. It is also the case that we have heard many positive comments about the project from the public. It has also led to some interesting partnerships that are beneficial to the community. For example, students from the Highline School District's Puget Sound Skills Center recently learned to fabricate metal sculptures for display at the site, and members of the local plumbers and pipefitters union stepped forward to work with the students on this effort. There is also art there made by students at Gregory Heights and Cedarhurst elementary schools, and the hubcap art was done by students from Highline High School. Due to the uniqueness of the B/IAS concept regarding the use of unused spaces for community art, this project has certainly received considerable press, most all of it positive, and significant regional attention for the city of Burien.

As I clarified earlier, the B/IAS site is not part of the City's new park but is on private property; it is not owned or maintained by the City. The artwork placed there does not require the Council's review or approval. The site is maintained by community volunteers from a local non-profit arts organization. The project is a partnership between a handful of art organizations and the property owner, i.e. the Town Square developer, Urban Partners. With respect to your suggestion about locating the "nude" sculpture in the garden area of the old library, it is my understanding that the sculpture has been purchased by a private buyer, and the old library will not be fully repurposed as a new interim home for the Community Center and senior programs (and therefore accessible to the public) until the spring of 2010. As I said, this exhibition is expected to be on display through the end of the year. We will relay your comments to the citizen volunteers who have organized the B/IAS project. If you would like to contact them directly, you can do so through their website.

If you have further questions or suggestions, or if you have some art that you would like to contribute to the space, you can contact our Cultural Arts Supervisor, Gina Kallman, at 206-988-3713.

Sincerely,

Michael Lafreniere, Director
Parks, Recreation and Cultural Services Department

cc: Council Members
Mike Martin, City Manager

CFTR: 8/17/09

From: Council
Sent: Thursday, July 23, 2009 3:37 PM
To: 'eric@edickman.com'
Subject: RE: Burien City Radio Station

Thank you for your message to the Burien City Council. It will be included in the Correspondence for the Record for an upcoming Council meeting.

L. Clausen
City Manager's Office

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

From: Eric Dickman [mailto:eric@edickman.com]
Sent: Thursday, July 23, 2009 2:08 PM
To: Gordon Shaw; Council
Subject: Re: Burien City Radio Station

Dear Councilmember Shaw and Council,

I saw at your last Council meeting that Councilmember Shaw asked what was playing on Burien's radio station AM 540. When I first started listening, a recorded voice reminded me that dogs must be on a leash in Burien, and about other City Ordinances. I immediately saw the possibility of using the station to advertise local nonprofit arts events.

On June 12, 2009, on behalf of Burien Little Theatre and the other nonprofit arts organizations I asked Mr. Dean Tatham with the City of Burien if public service announcements regarding upcoming performances could be broadcast on Burien's radio station. And Burien Little Theatre offered to contact its volunteers should the radio station need help with voice-over work.

Mr. Tatham sent my inquiry on to Mr. Steve Botkin, who raised that issue at the next City Communications Committee meeting.

On June 22, 2009, Mr. Botkin informed me, "the City Communications Committee discussed this at its last meeting and decided that for now we will use it only for matters in which the City is directly involved either by participation, sponsorships and other funding. It was decided not to open it up to non-profit organizations in the community at this time."

While I think the City's radio station would be a great place to advertise local nonprofit arts events, at least for the time being, that will not happen, unless the City is directly involved in the event either by participation, sponsorships or other funding.

So, although the station is an asset, I believe it could be used more effectively to promote local nonprofit arts events, and that doing so would make the station more interesting to the citizens of Burien the station reaches. I will keep trying to get the station to help advertise local nonprofit arts events, because the more people in Burien who know these events are happening the larger number of Burien residents who are likely to attend and be served by these events in their community.

CFTR: 8/17/09

10 Eric Dickman
15007 24th Ave. SW
Burien, Washington 98166

From: Council
Sent: Wednesday, August 05, 2009 9:38 AM
To: 'Mark Pitzner'
Subject: RE: town square

Thank you for writing to the Burien City Council. Your message will be included in the Correspondence for the Record for an upcoming Council meeting.
L. Clausen
City Manager's Office

From: Mark Pitzner [mailto:danemark@comcast.net]
Sent: Monday, August 03, 2009 3:33 PM
To: Council
Subject: town square

Dear Sirs

The construction of Burien town square has been finished finally looks wonderful and will definitely be an asset as well as a centerpiece for the city of Burien. It was a unfortunate victim of a economic downturn, forcing it to be left half completed. The city has used some creative ideas in what to do with the unused real-estate in the meantime.

What also has been left since the grand opening is a glut of empty residential and commercial properties. The residences are mostly waiting for sales of homes as a contingency in the purchase of the condominiums and there is also much publicized excess in supply of condos in today's market. As for commercial space the reasons for vacancies is somewhat different. There is obviously a downturn in the economy causing pessimism and caution in beginning new business ventures. Having all this space going unoccupied and unproductive has got to be costly, so I believe some bold and innovative measures may be needed.

First and foremost one has to address the price/cost of the space offered, it begs the question as whether it is competitive when compared to comparable footage. If not that would be problematic, and that would be the first factor that needs addressing

Temporary exemptions from the cost of business licensing, and local sales taxes could be simple incentives that could be tried by the city. Other local charges could be waived in the beginning and even something as mundane things as offering the first month free or no damage deposit could be offered. There are probably more devices that could be tried, and market forces will prevail, and it may be difficult to lower prices and offer "freebees" but it is obviously more painful economically and unappealing to have these spaces sit vacant. So I encourage the city to contemplate these proposals and realize the benefits of promoting a business friendly environment, and realize where it has tried historically with tax and cost benefits have caused businesses to flourish, resulting in increased tax revenue overall making everyone happy.

Thank you and Sincerely

Mark Pitzner

CFTR: 8/17/09

CC: Dick Loman, Tabatha Miller

From: Milanese, Marco [Milanese.M@portseattle.org]
Sent: Tuesday, August 11, 2009 4:30 PM
To: Angela Kolczynski -- King County Councilmember Julia Patterson; Beckett, Kurt; Sheckler, Bob - City of Des Moines; Marshall, Brenda; Brian Wilson - City of Federal Way; Brooke Lindquist -- City of Federal Way; Gallagher, Clare; Ward, Craig - City Manager (Sea Tac); Summerhays, Diane; Doug Schulze - Normandy Park; Leavitt, Elizabeth; Fain, Geraldine - Highline School District; Gordon Shaw; May, Jan - Highline School District; Janet Stallman; Mullet, Steve - City of Tukwila; Joan Hernandez - City of Tukwila; Creighton, John; Julie Burr Spani - Highline Public Schools; Sulman, Kym; Ellis, Lesa - City of SeaTac; Kochmar, Linda - City of Federal Way; Lisa Clausen; Hernandez, Marcela; Milanese, Marco; Reis, Mark; Kennedy, Mary Gin; Mary Linder -- City of Normandy Park; Mike Martin; Davis, Pat; Davis, Pat; Ralph Shape - City of Sea Tac; Berry, Rhoda - City Manager (Tukwila); Rose Clark; McEvoy, Shawn - City of Normandy Park; O'Keefe, Shelly - City of Tukwila; Bowman, Sue - City of Des Moines; Todd Cutts - City of SeaTac; Piasecki, Tony - City Manager (Des Moines); Wanda Skoog -- Highline Public Schools
Subject: Improved Airport Approach Procedures on the Horizon at Sea-Tac Airport

Dear Members of the Highline Forum:

The "Greener Skies" project, an effort led by Alaska Airlines in partnership with the Boeing Company, the FAA and the Port of Seattle to reduce the environmental impact of airport approaches, has been under development over the past year. The project has received some media coverage and so I wanted to provide you with some background on the effort and its timeline. If you still have questions after reading this email, please contact me. We'll also be covering the topic in more detail at our next Highline Forum in late September.

The "Greener Skies" project incorporates satellite-based flight guidance technology allowing aircraft to fly a consistent and controlled approach with pinpoint accuracy. Aircraft descend from cruise altitude to a runway along a less dispersed, more direct flight path at low power while remaining within existing noise abatement corridors. Known in the industry as Required Navigational Performance (RNP) and Optimized Profile Descent (OPD) procedures, the new procedures will allow aircraft to essentially glide from cruise altitude, thus requiring less fuel burn, emitting fewer greenhouse gases and causing less noise. RNP/ODP procedures can also often shorten the flight path, which means the total number of people presently experiencing over-flights should be reduced. Current Sea-Tac Airport approach procedures often involve a lengthy approach path with a series of stair-step descents as the aircraft is further out from the airport at higher altitudes. It should be noted that the greatest benefit from these "Greener Skies" procedures will be experienced over areas further away from the immediate airport vicinity.

Limited, nighttime flight testing began on June 16. The FAA requires a lengthy validation process before the procedures can be implemented. If all goes well, the partners hope to have approval sometime in 2010 with implementation in 2011 for all Sea-Tac carriers equipped with the onboard technology. RNP/ODP procedures are part of the FAA's overall plan, known as the Next Generation Air Transportation System, to modernize the nation's airspace system through 2025.

Knowing the beneficial environmental and community impacts connected to the "Greener Skies" project, the team continues to work closely with the FAA to identify next steps towards full implementation. If you have any further questions, feel free to contact me or Stan Shepherd, Noise Programs Manager, at 206-787-4095.

Marco Milanese
Community Relations Manager
Seattle-Tacoma International Airport

CFTR 8/17/09

Office - (206) 439-7734
14 Cell - (206) 225-6081

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 17th day of August, 2009 the FOLLOWING:

CHECK NOS. 22868-22969

IN THE AMOUNTS OF \$417,238.43

WITH VOIDED CHECK NOS. _____

Accounts Payable

Checks for Approval



User: liliac

Printed: 08/12/2009 - 3:20 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount	
22868	08/05/2009	Surface Water Management Fund	Registration - Trainng/workshp	KING COUNTY	135.00	
22868	08/05/2009	Surface Water Management Fund	Registration - Trainng/workshp	KING COUNTY	135.00	
22868	08/05/2009	Surface Water Management Fund	Registration - Trainng/workshp	KING COUNTY	135.00	
22868	08/05/2009	Surface Water Management Fund	Registration - Trainng/workshp	KING COUNTY	135.00	
					Check Total:	540.00
22869	08/07/2009	General Fund	Miscellaneous	SUSAN COLES	100.55	
					Check Total:	100.55
22870	08/17/2009	General Fund	Operating Rentals And Leases	First Student	936.00	
					Check Total:	936.00
22871	08/17/2009	General Fund	Miscellaneous	ABC Legal Messengers, Inc.	49.00	
22871	08/17/2009	General Fund	Professional Services	ABC Legal Messengers, Inc.	71.00	
					Check Total:	120.00
22872	08/17/2009	General Fund	Comp Plan Implementation Costs	MT Group LLC	826.73	
					Check Total:	826.73
22873	08/17/2009	Parks & Gen Gov't CIP	Pre-Design Engineering	Anchor Environmental, L.L.C.	24,480.67	
22873	08/17/2009	Parks & Gen Gov't CIP	Pre-Design Engineering	Anchor Environmental, L.L.C.	2,360.25	
					Check Total:	26,840.92
22874	08/17/2009	Town Square CIP	Office Furniture and Equipment	Apex Moving & Storage, LLC	2,288.38	

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	2,288.38
22875	08/17/2009	Street Fund	Repairs And Maintenance	Appearance Fence Inc	328.50
				Check Total:	328.50
22876	08/17/2009	General Fund	Instructors Prof Svcs	American Red Cross	550.00
				Check Total:	550.00
22877	08/17/2009	General Fund	Telephone	A T & T	35.17
				Check Total:	35.17
22878	08/17/2009	General Fund	Federal Lobbying Services	Ball Janik LLP	3,833.33
				Check Total:	3,833.33
22879	08/17/2009	General Fund	Quarterly Newsletter	Kenneth Barger	74.56
				Check Total:	74.56
22880	08/17/2009	General Fund	Professional Services	STEVE BOTKIN	906.40
				Check Total:	906.40
22881	08/17/2009	Street Fund	Street Maintenance-non-county	The Brickman Group, Ltd.	20,156.25
22881	08/17/2009	Street Fund	Street Maintenance-non-county	The Brickman Group, Ltd.	16,485.00
				Check Total:	36,641.25
22882	08/17/2009	General Fund	Printing/binding/copying	Philip Hwang Kwang Nam	27.38
22882	08/17/2009	General Fund	Printing/binding/copying	Philip Hwang Kwang Nam	27.38
				Check Total:	54.76
22883	08/17/2009	General Fund	Instructors Prof Svcs	Sandra Cassinerio	105.00
22883	08/17/2009	General Fund	Instructors Prof Svcs	Sandra Cassinerio	525.00
				Check Total:	630.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	18 Amount
22884	08/17/2009	General Fund	Recreation Guide	Judith Cederblom	379.05
22884	08/17/2009	General Fund	Recreation Guide	Judith Cederblom	126.35
22884	08/17/2009	General Fund	Recreation Guide	Judith Cederblom	1,010.80
22884	08/17/2009	General Fund	Recreation Guide	Judith Cederblom	1,010.80
Check Total:					2,527.00
22885	08/17/2009	General Fund	Registration - Trainng/workshp	ANGELA CHAUFTY	106.00
Check Total:					106.00
22886	08/17/2009	General Fund	Office/operating Supplies	Complete Office	323.06
22886	08/17/2009	General Fund	Office/operating Supplies	Complete Office	363.68
22886	08/17/2009	General Fund	Office And Operating Supplies	Complete Office	282.75
22886	08/17/2009	General Fund	Office And Operating Supplies	Complete Office	282.75
22886	08/17/2009	General Fund	Office And Operating Supplies	Complete Office	363.68
22886	08/17/2009	General Fund	Office And Operating Supplies	Complete Office	40.29
22886	08/17/2009	General Fund	Office/Operating Supplies	Complete Office	40.29
22886	08/17/2009	General Fund	Office And Operating Supplies	Complete Office	40.29
22886	08/17/2009	General Fund	Office And Operating Supplies	Complete Office	129.89
22886	08/17/2009	General Fund	Office And Operating Supplies	Complete Office	129.89
22886	08/17/2009	General Fund	Office And Operating Supplies	Complete Office	129.89
22886	08/17/2009	General Fund	Office And Operating Supplies	Complete Office	129.88
Check Total:					2,256.34
22887	08/17/2009	General Fund	Fuel/gas/gasoline Consumption	CONOCOPHILIPS	225.03
22887	08/17/2009	General Fund	Fuel/gas/gasoline Consumption	CONOCOPHILIPS	225.05
22887	08/17/2009	General Fund	Fuel/gas/gasoline Consumption	CONOCOPHILIPS	225.05
22887	08/17/2009	General Fund	Fuel/gas/gasoline Consumption	CONOCOPHILIPS	225.05
22887	08/17/2009	General Fund	Fuel/gas/gasoline Consumption	CONOCOPHILIPS	432.87
22887	08/17/2009	General Fund	Fuel/gas/gasoline Consumption	CONOCOPHILIPS	317.54
22887	08/17/2009	General Fund	Citizens Patrol/ Crime Prevent	CONOCOPHILIPS	73.71
Check Total:					1,724.30
22888	08/17/2009	General Fund	Instructors Prof Svcs	Janet S. Crawley	396.00
Check Total:					396.00
22889	08/17/2009	Street Fund	Neighborhood Traffic Control	C S L Autoelectronics Inc.	82.13

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	82.13
22890	08/17/2009	Town Square CIP	Other Improvements	CITY OF BURIEN	865.43
				Check Total:	865.43
22891	08/17/2009	General Fund	Utilities	City of Seattle	336.26
22891	08/17/2009	General Fund	Utilities	City of Seattle	336.26
22891	08/17/2009	General Fund	Utilities	City of Seattle	74.72
22891	08/17/2009	General Fund	Utilities	City of Seattle	393.50
22891	08/17/2009	General Fund	Utilities	City of Seattle	746.01
22891	08/17/2009	General Fund	Utilities	City of Seattle	18.73
22891	08/17/2009	Street Fund	Utilities - Traffic Signals	City of Seattle	598.32
22891	08/17/2009	Street Fund	Utilities-street Lighting	City of Seattle	3,263.21
22891	08/17/2009	General Fund	Utilities	City of Seattle	1,787.59
22891	08/17/2009	Surface Water Management Fund	Util - Pump 28: Hermes Deprssn	City of Seattle	107.95
22891	08/17/2009	General Fund	Utilities	City of Seattle	16.03
				Check Total:	7,678.58
22892	08/17/2009	General Fund	Utilities	City Of Seattle	2,297.68
				Check Total:	2,297.68
22893	08/17/2009	General Fund	State Lobbying Services	Michael D. Doubleday	2,061.50
				Check Total:	2,061.50
22894	08/17/2009	Surface Water Management Fund	Regional Watershed (wria9)	Department of Ecology	3,934.50
				Check Total:	3,934.50
22895	08/17/2009	General Fund	Mis Plan Implementation	Susanne Dubois, Inc.	332.50
				Check Total:	332.50
22896	08/17/2009	Parks & Gen Gov't CIP	Construction-engineering	Environmental Science Center	9,732.92
				Check Total:	9,732.92
22897	08/17/2009	General Fund	Professional Services	Gray & Osborne, Inc.	1,315.83

Check Number	Check Date	Fund Name	Account Name	Vendor Name	20 Amount
				Check Total:	1,315.83
22898	08/17/2009	Town Square CIP	Construction Engineering	GGLO, LLC	4,571.42
				Check Total:	4,571.42
22899	08/17/2009	General Fund	Instructors Prof Svcs	Carol Gouthro	270.00
				Check Total:	270.00
22900	08/17/2009	General Fund	Repairs And Maintenance	Guardian Security	88.06
22900	08/17/2009	General Fund	Repairs And Maintenance	Guardian Security	65.00
				Check Total:	153.06
22901	08/17/2009	General Fund	Instructors Prof Svcs	Victoria E. Hamilton	341.00
				Check Total:	341.00
22902	08/17/2009	General Fund	Mileage	JEREMY HAMMAR	101.20
				Check Total:	101.20
22903	08/17/2009	General Fund	Admission and Entrance Fees	Happy Trails Horse Adventures	350.00
				Check Total:	350.00
22904	08/17/2009	General Fund	Operating Rentals And Leases	HASLER, INC.	197.10
				Check Total:	197.10
22905	08/17/2009	General Fund	Human Svc-family/youth	Hospitality House	1,250.00
				Check Total:	1,250.00
22906	08/17/2009	General Fund	Admission and Entrance Fees	Highland Ice Arena	302.50
				Check Total:	302.50
22907	08/17/2009	General Fund	Human Svc-family/youth	Highline Medical Group	2,250.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	2,250.00
22908	08/17/2009	General Fund	Operating Rentals And Leases	Head-quarters	81.50
				Check Total:	81.50
22909	08/17/2009	General Fund	Teen Programs	Highline School District	4,667.21
				Check Total:	4,667.21
22910	08/17/2009	General Fund	Dues/memberships	ICLEI	600.00
				Check Total:	600.00
22911	08/17/2009	General Fund	Operating Rentals And Leases	IKON Office Solutions	232.45
22911	08/17/2009	General Fund	Operating Rentals And Leases	IKON Office Solutions	232.45
22911	08/17/2009	General Fund	Operating Rentals And Leases	IKON Office Solutions	232.45
22911	08/17/2009	General Fund	Operating Rentals And Leases	IKON Office Solutions	232.45
				Check Total:	929.80
22912	08/17/2009	General Fund	Repairs And Maintenance	Interstate Tire & Automotive	148.20
22912	08/17/2009	General Fund	Repairs And Maintenance	Interstate Tire & Automotive	148.20
				Check Total:	296.40
22913	08/17/2009	Street Fund	Street Maint. Contract-kc	KING COUNTY FINANCE	54,450.82
22913	08/17/2009	Surface Water Management Fund	Swm Billed By King Co Roads	KING COUNTY FINANCE	29,151.83
22913	08/17/2009	Street Fund	Traffic Signal/control.mainten	KING COUNTY FINANCE	48,663.11
22913	08/17/2009	Town Square CIP	Construction	KING COUNTY FINANCE	6,892.14
22913	08/17/2009	Street Fund	Traffic Signal/control.mainten	KING COUNTY FINANCE	35.04
22913	08/17/2009	Street Fund	Traffic Signal/control.mainten	KING COUNTY FINANCE	4,363.52
22913	08/17/2009	Street Fund	Special Event Clean up	KING COUNTY FINANCE	821.35
22913	08/17/2009	General Fund	Jail Contract	KING COUNTY FINANCE	25,693.26
				Check Total:	170,071.07
22914	08/17/2009	Surface Water Management Fund	Swm Billed By Swm Dept	King County Office of Finance	14,423.84
22914	08/17/2009	Surface Water Management Fund	Miller/salmon/seola Basin Plan	King County Office of Finance	19,176.24
22914	08/17/2009	Surface Water Management Fund	Regional Watershed (wria9)	King County Office of Finance	4,213.67

Check Number	Check Date	Fund Name	Account Name	Vendor Name	22 Amount
				Check Total:	<u>37,813.75</u>
22915	08/17/2009	General Fund	Instructors Prof Svcs	Jessica Keen	120.00
				Check Total:	<u>120.00</u>
22916	08/17/2009	General Fund	Public Defender	Kirshenbaum & Goss, Inc., P.S	5,000.00
				Check Total:	<u>5,000.00</u>
22917	08/17/2009	General Fund	Instructors Prof Svcs	Kim Klose	85.20
				Check Total:	<u>85.20</u>
22918	08/17/2009	General Fund	Instructors Prof Svcs	Lori Leberer	112.50
				Check Total:	<u>112.50</u>
22919	08/17/2009	General Fund	Instructors Prof Svcs	Alexander Lewis	650.00
				Check Total:	<u>650.00</u>
22920	08/17/2009	General Fund	Auto Allowance	MIKE MARTIN	400.00
				Check Total:	<u>400.00</u>
22921	08/17/2009	General Fund	Instructors Prof Svcs	Jacob Matthew	499.80
				Check Total:	<u>499.80</u>
22922	08/17/2009	General Fund	Instructors Prof Svcs	Susy McAleer	82.50
				Check Total:	<u>82.50</u>
22923	08/17/2009	General Fund	Instructors Prof Svcs	Carly McElligott	631.25
				Check Total:	<u>631.25</u>
22924	08/17/2009	General Fund	Instructors Prof Svcs	Momentum Dance Academy	524.83

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	524.83
22925	08/17/2009	General Fund	Nuisance Abatement Costs	Miller Paint Co.	
22925	08/17/2009	Street Fund	Small Tools & Minor Equipments	Miller Paint Co.	28.70
22925	08/17/2009	Street Fund	Small Tools & Minor Equipments	Miller Paint Co.	37.72
22925	08/17/2009	General Fund	Office And Operating Supplies	Miller Paint Co.	15.94
					82.57
				Check Total:	164.93
22926	08/17/2009	General Fund	Instructors Prof Svcs	Scott A. Miller	799.50
				Check Total:	799.50
22927	08/17/2009	General Fund	Instructors Prof Svcs	Shariana Mundi	396.00
				Check Total:	396.00
22928	08/17/2009	General Fund	Miscellaneous Contingencies	National Association of Town W	652.00
				Check Total:	652.00
22929	08/17/2009	Street Fund	Special Event Clean up	National Barricade Co. LLC	974.55
				Check Total:	974.55
22930	08/17/2009	General Fund	Building Maintenance	NBM Corporation	492.25
22930	08/17/2009	General Fund	Building Maintenance	NBM Corporation	140.06
22930	08/17/2009	General Fund	Building Maintenance	NBM Corporation	630.30
22930	08/17/2009	General Fund	Building Maintenance	NBM Corporation	630.30
				Check Total:	1,892.91
22931	08/17/2009	General Fund	Instructors Prof Svcs	Jennifer Olszewski	63.70
22931	08/17/2009	General Fund	Instructors Prof Svcs	Jennifer Olszewski	816.90
				Check Total:	880.60
22932	08/17/2009	General Fund	Telephone	SPRINT	205.90
22932	08/17/2009	General Fund	Telephone	SPRINT	22.19
22932	08/17/2009	General Fund	Telephone	SPRINT	164.14
22932	08/17/2009	General Fund	Telephone	SPRINT	22.19
22932	08/17/2009	General Fund	Telephone	SPRINT	1,225.37

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
22932	08/17/2009	General Fund	Telephone	SPRINT	140.83
22932	08/17/2009	Street Fund	Telephone	SPRINT	140.83
22932	08/17/2009	Surface Water Management Fund	Telephone	SPRINT	140.83
22932	08/17/2009	General Fund	Telephone	SPRINT	44.38
22932	08/17/2009	General Fund	Telephone	SPRINT	253.76
22932	08/17/2009	General Fund	Telephone	SPRINT	66.82
22932	08/17/2009	General Fund	Telephone	SPRINT	66.82
22932	08/17/2009	General Fund	Telephone	SPRINT	66.82
22932	08/17/2009	General Fund	Telephone	SPRINT	66.82
22932	08/17/2009	General Fund	Telephone	SPRINT	71.35
22932	08/17/2009	General Fund	Drug seizure proceeds KCSO	SPRINT	365.89
22932	08/17/2009	General Fund	Telephone	SPRINT	73.19
Check Total:					3,138.13
22933	08/17/2009	General Fund	Printing/binding/copying	Northwest Publishing Center	1,580.82
22933	08/17/2009	General Fund	Printing/binding/copying	Northwest Publishing Center	526.94
22933	08/17/2009	General Fund	Printing/binding/copying	Northwest Publishing Center	4,215.54
22933	08/17/2009	General Fund	Printing/binding/copying	Northwest Publishing Center	4,215.54
Check Total:					10,538.84
22934	08/17/2009	General Fund	Instructors Prof Svcs	Pamela Odegard	180.00
Check Total:					180.00
22935	08/17/2009	General Fund	Instructors Prof Svcs	Johawna Olena Perry	120.00
Check Total:					120.00
22936	08/17/2009	General Fund	Printing/binding/copying	Print Place	593.49
Check Total:					593.49
22937	08/17/2009	General Fund	Admission and Entrance Fees	Pacific Science Center	211.00
22937	08/17/2009	General Fund	Admission and Entrance Fees	Pacific Science Center	515.00
Check Total:					726.00
22938	08/17/2009	General Fund	Utilities	Puget Sound Energy	32.05
22938	08/17/2009	General Fund	Utilities	Puget Sound Energy	144.19
22938	08/17/2009	General Fund	Utilities	Puget Sound Energy	144.19
22938	08/17/2009	General Fund	Utilities	Puget Sound Energy	301.95

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
22938	08/17/2009	Street Fund	Utilities-street Lighting	Puget Sound Energy	1,523.25
				Check Total:	2,145.63
22939	08/17/2009	General Fund	Telephone	QWEST	195.48
				Check Total:	195.48
22940	08/17/2009	General Fund	Refund Clearing Account -Parks	Tuyet Doan	100.00
				Check Total:	100.00
22941	08/17/2009	General Fund	Refund Clearing Account -Parks	Michael Ikeda	25.00
				Check Total:	25.00
22942	08/17/2009	General Fund	Refund Clearing Account -Parks	Chuck Harnsongkram	120.00
				Check Total:	120.00
22943	08/17/2009	General Fund	Refund Clearing Account -Parks	Angelina Jimeno	56.00
				Check Total:	56.00
22944	08/17/2009	General Fund	Refund Clearing Account -Parks	Hugo Mojarro	122.00
				Check Total:	122.00
22945	08/17/2009	General Fund	Advertising	Robinson Newspapers	155.00
				Check Total:	155.00
22946	08/17/2009	General Fund	Human Svc-family/youth	Refugee Support Services	1,000.00
				Check Total:	1,000.00
22947	08/17/2009	General Fund	Instructors Prof Svcs	Sandra Schneider	240.00
				Check Total:	240.00
22948	08/17/2009	General Fund	Business & Occupation Tax	Salvation Army	511.29

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	511.29
22949	08/17/2009	General Fund	Instructors Prof Svcs	Diana Amaranta Sandys	260.00
				Check Total:	260.00
22950	08/17/2009	General Fund	Instructors Prof Svcs	Alan Schmitz	650.00
				Check Total:	650.00
22951	08/17/2009	General Fund	Advertising	Seattle Times	110.16
22951	08/17/2009	General Fund	Advertising	Seattle Times	228.76
22951	08/17/2009	General Fund	Advertising	Seattle Times	217.26
				Check Total:	556.18
22952	08/17/2009	General Fund	Professional Services	Nancy Shattuck	1,460.00
				Check Total:	1,460.00
22953	08/17/2009	General Fund	Instructors Prof Svcs	Mike Shintaku	300.00
				Check Total:	300.00
22954	08/17/2009	General Fund	Admission and Entrance Fees	Slide Waters	405.00
				Check Total:	405.00
22955	08/17/2009	Town Square CIP	Office Furniture and Equipment	Studio SC	10,108.90
				Check Total:	10,108.90
22956	08/17/2009	General Fund	Utilities	Southwest Suburban Sewer Dist.	101.92
				Check Total:	101.92
22957	08/17/2009	General Fund	Instructors Prof Svcs	Train Builder Productions, LLC	731.50
				Check Total:	731.50
22958	08/17/2009	General Fund	Instructors Prof Svcs	Ken Turner	689.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	689.00
22959	08/17/2009	General Fund	Quarterly Newsletter	U.S. POSTAL SERVICE	3,000.00
				Check Total:	3,000.00
22960	08/17/2009	General Fund	Publications	WA Assn. of Building Officials	53.38
				Check Total:	53.38
22961	08/17/2009	General Fund	Dues/memberships	WACE	40.00
				Check Total:	40.00
22962	08/17/2009	General Fund	Jail Contract	WASPC-Regional Cities EHM	204.00
				Check Total:	204.00
22963	08/17/2009	General Fund	Human Svc-family/youth	White Center Food Bank	1,250.00
				Check Total:	1,250.00
22964	08/17/2009	General Fund	Utilities	Water District No. 20	277.55
22964	08/17/2009	General Fund	Repairs And Maintenance	Water District No. 20	9,584.90
				Check Total:	9,862.45
22965	08/17/2009	Street Fund	Garbage Franchise Tech Assist	Wilder Environmental Consultin	2,944.78
				Check Total:	2,944.78
22966	08/17/2009	General Fund	Probatn/public Defndr Screenng	Tammy Weigel	840.00
				Check Total:	840.00
22967	08/17/2009	General Fund	Public Defender	W. Tracy Codd	160.00
				Check Total:	160.00
22968	08/17/2009	Surface Water Management Fund	Storm Water Facility Maint	Yardsmen Company	1,436.56

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
					28
					Amount

				Check Total:	1,436.56
22969	08/17/2009	Street Fund	Dt Business License Svcs	Zenith Holland Gardens	14,088.06

				Check Total:	14,088.06

				Report Total:	417,238.43

DRAFT



CITY COUNCIL MEETING MINUTES

August 3, 2009

SPECIAL MEETING, Miller Creek Conference Room, 3rd Floor

For the purpose of holding an Executive Session to discuss potential litigation per RCW 42.30.110(1i)

6:30 p.m.

Council Meeting, 1st Floor

7:00 p.m.

Transportation Benefit District Board Meeting

7:05 p.m.

Burien City Hall, Council Chambers

400 SW 152nd Street, 1st Floor

Burien, Washington 98166

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

- Watch the video-stream available on the City website, www.burienwa.gov
- Check out a DVD of the Council Meeting from the Burien Library
- Order an audio CD 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 6:30 p.m. for the purpose of holding an Executive Session to discuss potential litigation per RCW 42.30.110(1i).

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

Administrative staff present: Mike Martin, City Manager and Christopher Bacha, Interim City Attorney.

No action was taken.

CALL TO ORDER

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

EXECUTIVE SESSION

An Executive Session was held prior to the meeting as noted above.

PLEDGE OF ALLEGIANCE

Mayor McGilton led the Pledge of Allegiance.

ROLL CALL

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



Administrative staff present: Mike Martin, City Manager; Richard Loman, Economic Development Manager; Scott Kimerer, Police Chief; Tabatha Miller, Finance Director; Michael Lafreniere, Parks and Recreation Director; Steve Roemer, Park Planner and Maintenance Manager; Doug Lamothe, Interim Public Works Director; Heungkook Lim, Surface Water Management Engineer; and Monica Lusk, City Clerk.

RECESS TO TRANSPORTATION BENEFIT DISTRICT (TBD NO. 1) BOARD MEETING

Mayor McGilton recessed the City Council meeting to the TBD No. 1 Board meeting.

TRANSPORTATION BENEFIT DISTRICT (TBD NO. 1) BOARD MEETING

Member McGilton called the TBD No. 1 Board meeting to order at 7:05 p.m.

Election of the Chair.

Board member McGilton opened the floor to nominations for Chair.

Board member Keene nominated Board member Joan McGilton.

There being no other nominations, Board member McGilton closed the nominations.

A roll call vote was taken.

Board member McGilton was elected Chair on the strength of a 6-0 vote.

Motion to Adopt Proposed Resolution No. 1, Requesting the King County Director of Elections Hold a Special Election in Conjunction with the General Election on November 3, 2009 for the Purpose of Placing on the Ballot a \$25 Annual License Fee Measure.

Direction/Action

Motion was made by Member Blazak, and seconded by Member Krakowiak to adopt Resolution No. 1 requesting the King County Director of Elections hold a Special Election in conjunction with the General Election on November 3, 2009 on the question of whether or not Transportation Benefit District No. 1 should impose an annual vehicle license fee in the District in the amount of twenty-five dollars to fund the transportation improvements description in City of Burien Ordinance No. 516. **Motion** carried 5-1. Opposed, Board member Shaw.

TBD NO. 1 BOARD MEETING ADJOURNMENT TO COUNCIL MEETING

The Transportation Benefit District (TBD No. 1) Board meeting was adjourned at 7:10 p.m. at which time the City Council meeting was reconvened.

AGENDA CONFIRMATION

Direction/Action

Motion was made by Deputy Mayor Blazak, seconded by Councilmember Krakowiak, and passed unanimously to affirm the August 3, 2009, Agenda as amended for Presentation Item 10 "c" to be moved to "a" and reorder subsequent items.

PUBLIC COMMENT

Donald Campbell, 21 SW 134th Street, Burien

Mr. Campbell suggested placing an officer with a radar gun on 4th Avenue SW due to the speeding on 134th Street. He noted a house down the street with many vehicles that may be leaking oil.

Peter Arends, 13442 1st Avenue SW, Burien

Mr. Arends spoke to the lighting needs in the alley between SW 134th and 136th Streets. He also spoke to the many vehicles as noted by the previous speaker.

Pamela Barberio, 1521 SW 160th Street, Burien

Ms. Barberio spoke to her successful court cases and the need to have responsible City codes.

Verda Johnny, Navos resident

Ms. Johnny voiced concern about her court date on August 18 in Kent related to ticket she had received.

CORRESPONDENCE FOR THE RECORD

- a. Email Dated July 16, 2009, from Gene H. Goodwin Regarding Statues in Burien/Interim Arts Space with Response from Michael Lafreniere, Parks and Recreation Director.
- b. Email Dated July 19, 2009, from Jim Branson Regarding Town Square with Response from Dick Loman, Economic Development Manager.
- c. Email Dated July 20, 2009, from Mary Ann Peterson Regarding Air Traffic with Response from Lisa Clausen, Government Relations Specialist.
- d. Written Comments for Public Hearing of July 20, 2009, from Bob Edgar Regarding the Agenda Bill for Proposed Resolution No. 298.
- e. Email Dated July 22, 2009, from Gene Rubbert Regarding S. 148th St. with Response from Scott Greenberg, Community Development Director.

PRESENTATIONS

Presentation by David M. Johnson, CEO, on Navos Project.

Mr. Johnson provided a status of Phases I and II of the Navos project. The airplane noises from the 3rd Runway operations were noted. He asked for Council's support for pending Navos' project funding legislative requests.

Presentation by Melanie Wu on Highline High School Senior Project - *Burien: Past, Present and Future.*

Ms. Wu presented her senior project, which was a book written about Burien's business and economic growth in the past, present and future.

Presentation on Siting of Future Burien Fire Station.

Follow-up

Staff will schedule a discussion on the August 17 Council meeting to relay considerations for replacement parking in the general central business district.

CONSENT AGENDA

- a. Approval of Vouchers: Numbers 22757 - 22867 in the Amount of \$1,657,820.22.
- b. Approval of Council Meeting Minutes: July 20, 2009.

Direction/Action

Motion was made by Deputy Mayor Blazak, seconded by Councilmember Krakowiak, and passed unanimously to approve the August 3, 2009, Consent Agenda.

BUSINESS AGENDA

City Manager's Report.

Follow-up

Staff will update the Council on the response to public comments received from Mr. Campbell and Mr. Arends related to speeding, alley lighting, and multiple vehicles at a residence.

Motion to Adopt Ordinance No. 519, Amending the Surface Water Management Code.

Direction/Action

Motion was made by Deputy Mayor Blazak, seconded by Councilmember Krakowiak, to adopt Ordinance No 519 amending the provisions of Chapter 13.10 BMC ("Surface Water Management Code") relating to illicit discharge and detection and providing for adoption of the King County Stormwater Pollution Prevention Manual. Motion passed 5-1. Opposed, Councilmember Shaw.

Discussion on Ordinance No. 518, relating to Monthly Remittance of Utility Taxes.

Direction/Action

Councilmembers requested placing Ordinance No. 518 on the August 17, 2009, Consent Agenda for approval.

Discussion on Resolution No. 301, Authorizing the City Manager to Execute the Proceeds Distribution and Hold Harmless Agreement with the City of Bellevue.

Direction/Action

Councilmembers requested placing Resolution No. 301 on the August 17, 2009, Consent Agenda for approval.

Discussion on New Interim Community Center CIP Project.

Direction/Action

Councilmembers requested placing a contract with Washington State Energy Services Performance Contracting (ESPC) Program for Repurposing for the New interim Community Center old library Improvements on the August 17, 2009, Business Agenda for consideration.

Follow-up

Staff will highlight the improvement supplemental funding during future budget discussions.

Discussion on Cost Sharing Agreement with Army Corps of Engineers for Seahurst Shoreline Restoration Feasibility Study.

Direction/Action

Councilmembers requested placing the Cost-Share Agreement with Army Corps of Engineers on the August 17, 2009, Consent Agenda for approval.

Discussion on City Contribution to a Highline Schools Foundation for Excellence "Pay for Play" Scholarship.

Direction/Action

Councilmembers reached consensus to direct the City Manager to contribute \$2,000 in appreciation for the use of their facilities for City Council meetings to the Highline Schools Foundation for Excellence Pay-for-Play scholarship account.

COUNCIL REPORTS

Councilmember Clark reported on a WRIA 9 groundbreaking that she and Councilmember Keene attended.

Councilmember Krakowiak reported on the Suburban Cities Association meeting she attended.

ADJOURNMENT

Direction/Action

MOTION was made by Deputy Mayor Blazak, seconded by Councilmember Krakowiak and passed unanimously to adjourn the meeting at 9:20 p.m.

Joan McGilton, Mayor

Monica Lusk, City Clerk

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Adoption of Ordinance No. 518, relating to Monthly Remittance of Utility Taxes		Meeting Date: August 17, 2009
Department: Finance	Draft Attachments: 1. <u>Proposed Ordinance No. 518</u>	Fund Source: N/A
Contact: Tabatha Miller		Activity Cost: N/A
Telephone: (206) 439-3150		Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Adopted Work Plan Priority: Yes No X	Work Plan Item Description: N/A	
PURPOSE/REQUIRED ACTION: The purpose of this agenda item is for the Council to adopt Proposed Ordinance No. 518 amending the Burien Municipal Code (BMC) to allow utility tax taxpayers with less than \$2,500 in estimated gross income on sales and service within the City in a quarter, to file and remit utility taxes quarterly instead of monthly, and allow taxpayers with less than \$1,500 in estimated gross income on sales and services within the City in a year, to file and remit utility taxes annually, instead of monthly or quarterly.		
BACKGROUND (Include prior Council action & discussion): The City Council adopted Ordinance No. 343, on December 3, 2001 and the utility taxes were imposed the following year on electricity, natural gas, telephone service, cable television and solid waste. The BMC currently requires each and every utility provider subject to utility taxes to remit a return and payment monthly. With the exception of telephone service the utility taxes are collected and remitted by a primary or secondary utility company with a monopoly or significant portion of the utility market in Burien. However, telephone services, including "Cellular telephone service", "Competitive telephone service" and "Pager services" operate in a deregulated competitive and sometimes mobile environment. The result is many providers with diverse portions of the market. For telephone type services, monthly remittances range from as little as \$.02 to over \$20,000, depending on the provider and its market share. The taxpayers' costs associated with gathering the information, completing the tax form, requesting and processing the check, then mailing the check arguable exceeds \$35. Similarly, there is a cost to Burien to open the remittance, process, deposit, then track and record the same. Recognizing these costs, staff recommends amending the BMC, to allow taxpayers with less than \$2,500 in estimated gross quarterly income on sales and service within the City to file quarterly instead of monthly, and taxpayers with less than \$1,500 in estimated gross annual income to file once a year, thereby reducing the processing cost to the taxpayer and to the City. The Council discussed this matter at its August 3, 2009 meeting; following its consideration, it directed staff to place Ordinance No. 518 on the August 17, 2009 Consent Agenda.		
OPTIONS (Including fiscal impacts): N/A		
Administrative Recommendation: Adopt Ordinance No. 518.		
Committee Recommendation: N/A		
Advisory Board Recommendation: N/A		
Suggested Motion: Motion to adopt the Consent Agenda will adopt Ordinance No. 518.		
Submitted by: Administration 		
City Manager 		
Today's Date: August 10, 2009	File Code: R:\CC\Agenda Bill 2009\081709ad-2 Utility Tax Filing.docx	

CITY OF BURIEN, WASHINGTON**ORDINANCE NO. 518**

**AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON,
RELATING TO THE MONTHLY REMITTANCE OF UTILITY
TAXES IMPOSED BY SECTION 3.12.040 OF THE BURIEN
MUNICIPAL CODE, AMENDING SECTION 3.12.070 PROVIDING
FOR REMITTANCE AND PAYMENT ON A MONTHLY BASIS
REGARDLESS OF THE AMOUNT OWED. AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, Section 3.12.070 of the Burien Municipal Code provides that the utility tax imposed by section 3.12.040 is due and payable in monthly installments on or before the last day of each month; and

WHEREAS, many utility taxpayers remit less than twenty five dollars per month and the costs associated with a taxpayer completing a tax return, processing a check for payment of utility taxes, and mailing both, exceed the amount of utility taxes remitted; and

WHEREAS, there is a cost associated with city staff receipting and process monthly utility tax returns; and

WHEREAS, providing a dollar amount threshold to filing utility tax returns would save the taxpayer and the city such costs;

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

Section 1. Amending Section 3.12.070 BMC (Monthly installments). Section 3.12.070 of the Burien Municipal Code is hereby amended to read as follows:

The tax imposed by BMC 3.12.040 shall be due and payable in monthly installments, and remittance therefore shall be made on or before the last day of the month following the end of the monthly period in which the tax is accrued. Unless the estimated gross income subject to the tax is less two thousand five hundred dollars per three-month quarter, in which case the taxpayer may elect to pay quarterly for the preceding three-month period, on or before the thirty-first day of January, the thirtieth day of April, the thirty-first day of July, and the thirty-first day of October, at the office of the city clerk, Burien City Hall, or his or her designee. Furthermore, if the estimated gross income subject to the tax is less than one thousand five hundred dollars annually, the taxpayer may elect to pay annually for the preceding twelve-month period, on or before the thirty-first day of January. On or before said due date, the taxpayer shall file with the city manager

a written return upon such form and setting forth such information as the city manager shall reasonably require relating to the accurate computation and collection of this tax, together with the payment of the amount.

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 on September 30, 2009.

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, Interim City Attorney
Kenyon Disend, PLLC

Filed with the City Clerk: July 28, 2009

Passed by the City Council:

Ordinance No. 518

Date of Publication:

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Adoption of Resolution No. 301, Authorizing the City Manager to Execute the Proceeds Distribution and Hold Harmless Agreement with the City of Bellevue		Meeting Date: August 17, 2009
Department: Finance	Draft Attachments: 1. <u>Proposed Resolution No. 301</u> 2. <u>Proceeds Distribution and Hold Harmless Agreement</u> 3. <u>Property Proceeds Distribution</u>	Fund Source: N/A
Contact: Tabatha Miller		Activity Cost: N/A
Telephone: (206) 439-3150		Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Adopted Work Plan Priority: Yes No X	Work Plan Item Description: N/A	
<p>PURPOSE/REQUIRED ACTION: The purpose of this agenda item is for Council to adopt Resolution No. 301 authorizing the City Manager to execute the proceeds distribution and hold harmless agreement with the City of Bellevue in order to initiate release of Burien's apportionment of the jail property proceeds.</p> <p>BACKGROUND (Include prior Council action & discussion): Bellevue as the designated agency for disposing of land sold to Children's Hospital is holding the proceeds from the sale of the property on behalf of all King County cities. The total amount of proceeds (net sale proceeds plus investment interest revenue) is approximately \$13.1 million.</p> <p>The City of Burien's estimated share of the net proceeds is \$152,789.21. The proceeds must be used for the purpose of providing or contracting for secure jail beds. In compliance, Burien's share will be used as part of its capital contribution to the South Correctional Entity (SCORE).</p> <p>Under the current agreement with King County, Bellevue can be held contractually responsible for returning to King County proceeds distributed to Bellevue and other cities should the contract requirements not be met. This places Bellevue in the position that may be financially responsible for what each city does with these proceeds once the proceeds are distributed. One Primary purpose of this Agreement is to protect Bellevue so that it does not have any greater liability or costs than any other city solely because of its lead role. The proceeds distribution agreement has been drafted to ensure that each city accept an appropriate share of potential liability if King County makes a claim against Bellevue for return of another cities' proceeds.</p> <p>The Council discussed this matter at its August 3, 2009 meeting; following its consideration, it directed staff to place Resolution No. 301 on the August 17, 2009 Consent Agenda.</p> <p>OPTIONS (Including fiscal impacts): N/A</p>		
Administrative Recommendation: Adopt Resolution No.301		
Committee Recommendation: N/A		
Advisory Board Recommendation: N/A		
Suggested Motion: Motion to adopt the Consent Agenda will adopt Resolution No. 301		
Submitted by: Administration 		City Manager 
Today's Date: August 10, 2009	File Code: R:\CC\Agenda Bill 2009\081709ad-1 Bellevue Proceeds.docx	

CITY OF BURIEN, WASHINGTON**RESOLUTION NO. 301**

A RESOLUTION OF THE CITY OF BURIEN, WASHINGTON, APPROVING THE PROCEEDS DISTRIBUTION AND HOLD HARMLESS AGREEMENT BETWEEN BURIEN AND THE CITY OF BELLEVUE PROVIDING FOR DISTRIBUTION TO BURIEN OF ITS SHARE OF THE PROCEEDS FROM THE SALE OF REAL PROPERTY LOCATED IN BELLEVUE PURSUANT TO THE JAIL SERVICES AGREEMENT BETWEEN KING COUNTY AND CITIES, INCLUDING BURIEN, LOCATED IN KING COUNTY

WHEREAS, King County entered into a Jail Services Agreement (JSA) with many of the cities located in King County (Contract Cities), including Burien to house and provide jail services for Contract Cities' misdemeanants;

WHEREAS, the JSA provides for the transfer of real property located in Bellevue with tax parcel numbers 2825059291, 2825059292, and 2825059015 (Jail Property) to the City of Bellevue on behalf of the JAG Cities to facilitate the Contract Cities reducing their jail population housed by King County as provided in Section 11 of said JSA;

WHEREAS, Section 12 of the JSA provides that the Jail Property (or the proceeds) will be used to contribute to the cost of building secure capacity, or contracting for secure capacity, and at the sole discretion of the Contract Cities, building or contracting for alternative corrections facilities, sufficient to enable the Contract Cities to meet the final step of the population reduction schedule in the JSA;

WHEREAS, Section 12 of the JSA further provides that in the event the Contract Cities do not meet the objectives set forth in said section, King County would be entitled to return of Proceeds;

WHEREAS, on October 31, 2002, the City of Bellevue and King County entered into a Land Transfer Agreement [City of Bellevue Clerk's Receiving # 33014] conveying the Jail Property to the City of Bellevue on behalf of all cities in King County (JAG Cities) for the purposes described in Section 12 of the JSA;

WHEREAS, JAG Cities, except Kent and Enumclaw, entered into an Interlocal Agreement for Jail Administration (Interlocal Agreement) in part to create rules for administering the obligations related to Sections 11 and 12 of the JSA;

WHEREAS, the obligations of Section 12 of the JSA are incorporated into Section 7.1 of the Interlocal Agreement including its application to all King County Cities;

WHEREAS, on March 16, 2009, the City of Bellevue (Bellevue) sold the Jail Property to Seattle Children’s Hospital for \$13 million;

WHEREAS, on March 26, 2008, the Assembly created by the Interlocal Agreement approved the distribution of Jail Proceeds;

WHEREAS, Burien has designated its portion of the Proceeds towards fulfilling its obligations under the JSA through undertakings such as the SCORE facility;

WHEREAS, it is the intent of this Agreement that Bellevue stand in no worse (or better) position than any other JAG City with respect to liability or costs associated with the distribution of and/or possible return of Proceeds to King County because of its unique obligations to King County in Section 12 of the JSA as incorporated into the Interlocal Agreement (unique Section 12 obligations);

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

Section 1. The City of Burien hereby approves the Proceeds Distribution and Hold Harmless Agreement (Exhibit A) and authorizes the City Manager or his designee to enter into this Interlocal Agreement.

Section 2. Effective Date. This resolution shall take effect immediately upon passage by the Burien City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, AT A REGULAR MEETING THEREOF THIS ____ DAY OF _____, 2009.

CITY OF BURIEN

Joan McGilton ,Mayor

ATTEST/AUTHENTICATED:

Monica Lusk, City Clerk

Approved as to form:

Christopher Bacha, Interim City Attorney
Kenyon Disend, PLLC

Filed with the City Clerk: July 30, 2009
Passed by the City Council:
Resolution No. 301

PROCEEDS DISTRIBUTION AND HOLD HARMLESS AGREEMENT

This Proceeds Distribution and Hold Harmless Agreement (Agreement) is entered into between Burien (JAG City) and the City of Bellevue and is effective upon the date of the last signature below.

RECITALS

- A. Whereas, King County entered into a Jail Services Agreement (JSA) with many of the cities located in King County (Contract Cities) to house and provide jail services for Contract Cities' misdemeanants;
- B. Whereas, the JSA provides for the transfer of real property located in Bellevue with tax parcel numbers 2825059291, 2825059292, and 2825059015 (Jail Property) to the City of Bellevue on behalf of the JAG Cities to facilitate the Contract Cities reducing their jail population housed by King County as provided in Section 11 of said JSA;
- C. Whereas, Section 12 of the JSA provides that the Jail Property (or the proceeds from its sale [Proceeds]) will be used to contribute to the cost of building secure capacity, or contracting for secure capacity, and at the sole discretion of the Contract Cities, building or contracting for alternative corrections facilities, sufficient to enable the Contract Cities to meet the final step of the population reduction schedule in the JSA;
- D. Whereas, Section 12 of the JSA further provides that in the event the Contract Cities do not meet the objectives set forth in said section, King County would be entitled to return of Proceeds;
- E. Whereas, on October 31, 2002, the City of Bellevue and King County entered into a Land Transfer Agreement [City of Bellevue Clerk's Receiving # 33014] conveying the Jail Property to the City of Bellevue on behalf of all cities in King County (JAG Cities) for the purposes described in Section 12 of the JSA;
- F. Whereas, JAG Cities, except Kent and Enumclaw, entered into an Interlocal Agreement for Jail Administration (Interlocal Agreement) in part to create rules for administering the obligations related to Sections 11 and 12 of the JSA;
- G. Whereas, the obligations of Section 12 of the JSA are incorporated into Section 7.1 of the Interlocal Agreement including its application to all King County Cities;
- H. Whereas, on March 16, 2009, the City of Bellevue (Bellevue) sold the Jail Property to Seattle Children's Hospital for \$13 million;
- I. Whereas, on March 26, 2008, the Assembly created by the Interlocal Agreement approved the distribution of Jail Proceeds;

- J. Whereas, some Cities have acted to designate their portion of the Proceeds towards fulfilling their obligations under the JSA through undertakings such as the SCORE facility;
- K. Whereas, it is the intent of this Agreement that Bellevue stand in no worse (or better) position than any other JAG City with respect to liability or costs associated with the distribution of and/or possible return of Proceeds to King County because of its unique obligations to King County in Section 12 of the JSA as incorporated into the Interlocal Agreement (unique Section 12 obligations);
- L. Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and as a precondition for receipt of said Proceeds, the JAG City and Bellevue agree:

AGREEMENT

1. Per the Jail Oversight Assembly approved formula noted in the city-by-city proceeds distribution (Attachment A), Bellevue shall pay JAG City, \$ 152,789.21 (representing \$ 153,959.95 - its proportionate share of the Proceeds/Interest minus \$ 1,170.74 its proportionate share of the expenses Bellevue may recoup as provided in Section 7.2 of the Interlocal Agreement) within 30 days of the execution of this Agreement.
2. Upon receipt of said Proceeds, JAG City acknowledges and agrees that Bellevue has lawfully discharged all obligations and duties of Bellevue to that JAG City under the first paragraph of Section 7.2 of the Interlocal Agreement, and that Bellevue is discharged from all of its obligations and duties to that JAG City under the second paragraph of Section 7.2 of the Interlocal Agreement.
3. JAG City will abide by all requirements regarding the use of and goals related to the proceeds as provided in Section 7.1 of the Interlocal Agreement (whether a party to a JSA or not). JAG City will only leave or place a City Inmate in King County Jail after December 31, 2012 (post 2012 inmate housing) if King County confirms in writing that this post 2012 inmate housing does not violate the population reduction schedule referenced in Section 12 of the JSA and incorporated into Section 7.1 of the Interlocal Agreement.
4. Should there be a determination that a JAG City failed to abide by the requirements of Section 7.1 (at-fault JAG City) triggering an obligation for Bellevue to return all or part of the at-fault JAG City's Proceeds and any required interest to King County, said Proceeds shall be paid to Bellevue within 10 working days of written notice unless the at-fault JAG City makes other acceptable arrangements with Bellevue and/or King County or the at-fault JAG City obtains injunctive or other legal relief against King County that absolves Bellevue of any legal obligation to return said Proceeds and interest prior to the expiration of the 10 working day period.

5. Bellevue and JAG Cities maintain that King County may only require return of Proceeds from an at-fault JAG City. However, if there is a determination that there is an obligation to return to King County Proceeds in an amount in excess of the amount distributed to an at-fault JAG City(s) then each non at-fault JAG City shall pay up to the full amount of its Proceeds and any required interest to Bellevue within 10 working days of written notice unless the non at-fault JAG City makes other acceptable arrangements with Bellevue and/or King County or the non at-fault JAG City obtains injunctive or other legal relief against King County that confirms Bellevue has no legal obligation to return said Proceeds and interest prior to the expiration of the 10 working day period. If the obligation to return Proceeds is in excess of the at-fault JAG City's distribution, but less than each JAG City's full Proceeds, the amount due King County from the non at-fault JAG Cities shall be a prorated amount based on the percent of Proceeds received to the total Proceeds minus the amount representing the at-fault JAG City's share. The same prorated formula shall apply to required interest due from non at-fault JAG Cities.
6. Should Bellevue be sued for return of proceeds solely because of its unique Section 12 obligations, the alleged at-fault JAG City(s) shall immediately undertake the defense of Bellevue and pay all expenses and costs (including attorney's fees) associated with said defense whether or not said JAG City maintains it is or is ultimately determined to be not at-fault. Should King County be entitled to its attorney's fees in the suit, the at-fault JAG City shall hold Bellevue harmless and indemnify Bellevue from any liability or costs associated with the obligation to pay King County's attorney's fees.
7. Should Bellevue be the only party sued based on the alleged fault of other JAG Cities, those alleged at-fault JAG Cities agree to stipulate to being named as defendants with the concurrence of Plaintiff and/or not oppose Bellevue's motion to be included in the suit as an indispensable party. The obligations of Paragraph 6 shall apply whether or not the alleged at-fault JAG City is named in the litigation.
8. If King County sues Bellevue for return of proceeds because of Bellevue's alleged violation of Section 12 of the JSA regarding use of proceeds or the reduction in jail population along with other JAG Cities for their violations, each party will undertake its own defense at its own cost.
9. At-fault JAG Cities shall be responsible for costs of whatever form or nature associated with Bellevue's unique Section 12 obligations, including but not limited to staff costs in coordinating and collecting proceeds or attorneys fees, and including administrative costs Bellevue incurs even where timely payment of Proceeds is made. Said costs shall be prorated among at-fault JAG Cities as appropriate.
10. In the event Bellevue incurs liability or costs associated with its unique Section 12 obligations and said liability or costs are not addressed in any other provision of this Agreement, each JAG City shall indemnify, hold harmless and defend Bellevue and

its elected officials, employees agents and representatives from and against any and all claims, demands, causes of action, liabilities, judgments, settlements, damages or costs, including reasonable attorney’s fees of whatever form related to Bellevue’s unique Section 12 obligations in proportion to its share of the proceeds.

11. Each JAG City shall keep its Proceeds in a segregated fund and keep records sufficient to demonstrate that all expenditures of the Proceeds comply with Section 7.1 of the Interlocal Agreement. Said records shall be kept for at least 6 years from the date of the expenditure of the last Proceeds of the JAG City.

12. The JAG City representative who will be responsible for management and expenditure of the fund and for receiving notices related to the obligations under 7.1 of the Interlocal Agreement is (include name, title, address & phone #):

- a. _____
- _____
- _____

JAG City shall notify Bellevue of any change in this designated representative or contact information.

13. The City of Bellevue as a recipient of \$ 971,638.82 (representing \$ 979,083.98 - its proportionate share of the Proceeds/Interest minus \$ 7,445.16 its proportionate share of the expenses) is also a JAG City and in that capacity shall be bound by the same terms under this Agreement as any other JAG City.

14. This Agreement shall be authorized by each JAG City’s legislative body or other authorizing authority if not within authority of legislative body.

15. General Provisions:

A. Governing Law; Forum. The Agreement will be governed by the laws of Washington and its choice of law rules. The JAG City consents to the exclusive personal jurisdiction and venue of the federal and state courts located in King County, Washington, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

B. Severability. If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provision will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

- C. Nonwaiver. Any failure by a party to enforce strict performance of any provision of the Agreement will not constitute a waiver of that party's right to subsequently enforce such provision or any other provision of the Agreement.
- D. No Assignment. Neither the Agreement nor any of the rights or obligations of the JAG City arising under the Agreement may be assigned without Bellevue's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
- E. Notices. All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set forth in this agreement.
- F. Legal Fees. In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- G. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

In witness whereof, the parties have executed this Agreement and it shall be effective as of the last date written below.

CITY OF BURIEEN

By: _____
Title: _____

Date: _____

CITY OF BELLEVUE

By: _____
Title: _____

Date: _____

**JAG Property Proceeds Distribution, Methodology Approved by the Jail Oversight Assembly on
March 26, 2008**

	Sale Price/Proceeds	Interest/Revenue	Proceeds & Interest/Revenue	Admin/other costs	Cities' Distribution
	\$12,986,694.50	\$113,034.78		\$99,613.08	\$13,000,116.20
Cities	Proportionate distributon based on Avg. of AV & ADP (1)	Proportionate Share of Revenues (2)	Proportionate Share of Proceeds & Interest/Revenues	Proportionate Share of Costs (3)	Final City-by-City Proceeds Distribution
Algona	\$23,168.33	\$201.65	\$23,369.99	\$177.71	\$23,192.28
Auburn	\$801,366.31	\$6,975.01	\$808,341.32	\$6,146.80	\$802,194.52
Beaux Arts	\$2,520.18	\$21.94	\$2,542.11	\$19.33	\$2,522.78
Bellevue	\$970,635.68	\$8,448.31	\$979,083.98	\$7,445.16	\$971,638.82
Black Diamond	\$13,282.47	\$115.61	\$13,398.08	\$101.88	\$13,296.20
Bothell	\$126,754.71	\$1,103.26	\$127,857.97	\$972.26	\$126,885.71
Burien	\$152,631.47	\$1,328.49	\$153,959.95	\$1,170.74	\$152,789.21
Carnation	\$6,301.24	\$54.85	\$6,356.08	\$48.33	\$6,307.75
Clyde Hill	\$42,491.88	\$369.84	\$42,861.73	\$325.93	\$42,535.80
Covington	\$66,049.99	\$574.89	\$66,624.88	\$506.63	\$66,118.25
Des Moines	\$177,128.08	\$1,541.70	\$178,669.78	\$1,358.64	\$177,311.14
Duvall	\$27,973.08	\$243.47	\$28,216.56	\$214.56	\$28,001.99
Enumclaw	\$90,688.23	\$789.34	\$91,477.57	\$695.61	\$90,781.96
Federal Way	\$591,788.18	\$5,150.86	\$596,939.04	\$4,539.25	\$592,399.79
Hunts Point	\$18,431.60	\$160.43	\$18,592.03	\$141.38	\$18,450.65
Issaquah	\$219,690.57	\$1,912.16	\$221,602.73	\$1,685.11	\$219,917.62
Kenmore	\$124,016.44	\$1,079.43	\$125,095.86	\$951.26	\$124,144.61
Kent	\$1,166,452.48	\$10,152.68	\$1,176,605.16	\$8,947.15	\$1,167,658.01
Kirkland	\$425,046.74	\$3,699.56	\$428,746.30	\$3,260.28	\$425,486.02
Lake Forest Park	\$80,748.97	\$702.83	\$81,451.80	\$619.38	\$80,832.42
Maple Valley	\$55,716.09	\$484.95	\$56,201.04	\$427.36	\$55,773.68
Medina	\$76,614.51	\$666.84	\$77,281.36	\$587.66	\$76,693.70
Mercer Island	\$215,059.90	\$1,871.86	\$216,931.76	\$1,649.59	\$215,282.16
Milton	\$1,943.87	\$16.92	\$1,960.79	\$14.91	\$1,945.88
Newcastle	\$53,960.39	\$469.67	\$54,430.06	\$413.90	\$54,016.16
Normandy Park	\$34,419.82	\$299.59	\$34,719.40	\$264.01	\$34,455.39
North Bend	\$26,466.09	\$230.36	\$26,696.45	\$203.01	\$26,493.44
Pacific	\$14,058.03	\$122.36	\$14,180.39	\$107.83	\$14,072.56
Redmond	\$454,343.94	\$3,954.56	\$458,298.50	\$3,485.00	\$454,813.50
Renton	\$1,002,868.14	\$8,728.86	\$1,011,597.00	\$7,692.40	\$1,003,904.60
Sammamish	\$208,156.50	\$1,811.77	\$209,968.27	\$1,596.64	\$208,371.63
SeaTac	\$163,329.98	\$1,421.61	\$164,751.58	\$1,252.81	\$163,498.78
Seattle	\$4,707,346.10	\$40,972.23	\$4,748,318.33	\$36,107.21	\$4,712,211.12
Shoreline	\$385,405.07	\$3,354.52	\$388,759.59	\$2,956.21	\$385,803.38
Skykomish	\$1,617.92	\$14.08	\$1,632.00	\$12.41	\$1,619.59
Snoqualmie	\$67,185.14	\$584.77	\$67,769.91	\$515.34	\$67,254.57
Tukwila	\$287,414.71	\$2,501.63	\$289,916.33	\$2,204.58	\$287,711.75
Woodinville	\$86,231.67	\$750.55	\$86,982.22	\$661.43	\$86,320.79
Yarrow Point	\$17,390.02	\$151.36	\$17,541.38	\$133.39	\$17,407.99
	\$12,986,694.50	\$113,034.78	\$13,099,729.28	\$99,613.08	\$13,000,116.20

NOTES:

(1) The proceeds formula is an average of each city's AV and ADP. Assessed Value (AV) was derived from the King County Assessors Office estimates for 2007. Average Daily Population (ADP) was based on 2005-2007 data provided by each city. The methodology was approved at the March 26, 2008 Jail Oversight Assembly Meeting.

(2) This column includes all interest generated to-date in the account holding the sale property proceeds.

(3) The costs were incurred by the City of Bellevue on behalf of the rest of the cities and are recoupable as provided in Paragraph 7.2 of the Interlocal Agreement.

**Final Version:
July 7, 2009**

**CITY OF BURIEN
AGENDA BILL**

53

Agenda Subject: Motion to Approve a Cost Sharing Agreement with the Army Corps of Engineers for Seahurst Shoreline Restoration Feasibility Study		Meeting Date: August 17, 2009
Department: Parks, Recreation and Cultural Services	Attachments: <u>Federal Cost-Share Agreement w/ Army Corps of Engineers</u>	Fund Source: Parks & General Government CIP Activity Cost: \$242,160 Amount Budgeted: \$1,290,000 Unencumbered Budget Authority: \$1,013,804
Contact: Steve Roemer, Parks Development & Operations Manager		
Telephone: (206) 248-5513		

Adopted Initiative: Yes No X	Initiative Description: Complete feasibility studies and 35% design, for the Seahurst Park North Shoreline Project
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PURPOSE/REQUIRED ACTION:

The purpose of this agenda item is to take action on a motion approving a Federal Cost-Share Agreement (CSA) with the Army Corps of Engineers (Corps) for the next phase of the Seahurst Park North Shoreline Restoration Project. The proposed project will remove hard shore armoring, replenish depleted beach material, as well as restore natural beach slope and substrate and add large woody debris and riparian vegetation.

BACKGROUND:

With the assistance of Anchor QEA, the Parks Department has nearly completed the City's feasibility study and arrived at a preferred alternative (locally preferred alternative). The estimated cost of the preferred alternative is \$8.8 million. In order for the Corps to participate in this project, they must first conduct their own feasibility study to 35% design. Staff has secured funds for biological monitoring, design and construction tasks totaling \$2.135 million, and a portion of these funds can be used for cost-sharing with the Corps. Since the last project update, the Corps has also identified \$1.8 million in federal stimulus funding for eventual design and construction. The attached Cost-Share Agreement for the Corps study was developed jointly and references the cost-sharing estimate. Total cost for this next step is expected to be \$484,320 and the local match is \$242,160. Of the latter, approximately \$160,560 will be cash match (which will come from state grant funds) and the balance is in-kind services. Parks Dept. recommends that the Council approve the Feasibility Cost Share Agreement indicating that the City is willing, as a non-federal sponsor, to support the feasibility phase of the Seahurst Park Phase II Ecosystem Restoration Project with the Corps of Engineers. This would enable the Corps to move forward with their feasibility study. Prior to continuing beyond feasibility, staff will return to Council with a Project Partnership Agreement, which will clarify any additional commitments by the City to proceed through advanced design and construction. Final design and construction will require a 35% non-federal match. The Council discussed this matter at its August 3, 2009 meeting; following its consideration, Council directed staff to place a motion approving the Parks Board's recommendation on the July 20, 2009 Consent Agenda.

OPTIONS:

1. Approve Cost-Share Agreement with Army Corps of Engineers
2. Not Approve CSA; discontinue further project planning

Administrative Recommendation: Approve Cost-Share Agreement with Army Corps of Engineers

Committee Recommendation: N/A

Advisory Board Recommendation: N/A

Suggested Motion: Approval of the Consent Agenda will approve this item.

Submitted by: Michael Lafreniere Administration 	Mike Martin City Manager 
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Today's Date: August 11, 2009	File Code: r:\cc\agenda bill 2009\081709pks-1 csa with army corps.docx
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AGREEMENT
 BETWEEN
 THE DEPARTMENT OF THE ARMY
 AND
 CITY OF BURIEN
 FOR THE
 SEAHURST PARK PHASE II
 ECOSYSTEM RESTORATION PROJECT

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Seattle District and the City of Burien (hereinafter the "Non-Federal Sponsor"), represented by Steve Roemer, Parks Development and Operations Manager.

WITNESSETH, THAT:

WHEREAS, the Government received a letter, dated **March 2, 2009**, from the **City of Burien** in which it stated its desire to participate in a feasibility study for ecosystem restoration at Seahurst Park in Burien, Washington, and in which it acknowledged its financial responsibilities for the study and a project, if one is recommended;

WHEREAS, the affected local government has consented to the **City of Burien**, serving as the non-Federal sponsor for the feasibility study;

WHEREAS, Section 544 of the Water Resources Development Act of 2000, Public Law 106-541 (hereinafter "Section 544"), provides that \$40,000,000 in Federal funds are authorized to be appropriated to carry out critical restoration projects in the area of Puget Sound, Washington and adjacent waters of which not more than \$5,000,000 may be used to carry out any one critical restoration project;

WHEREAS, the Government initiated a feasibility study, to be initially Federally funded up to \$100,000, and during this Federally funded portion the Government determined that the costs of the feasibility study would exceed \$100,000;

WHEREAS, the Government and the **City of Burien** desire to enter into an agreement (hereinafter the "Agreement") to complete the feasibility study (hereinafter the "*Study*" as defined in Article I.A. of this Agreement) and to share equally the costs of the *Study* that exceed \$100,000;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements applicable to the *Study*;

WHEREAS, the Non-Federal Sponsor desires to provide in-kind contributions

(hereinafter the “*non-Federal in-kind contributions*” as defined in Article I.I. of this Agreement) that are necessary to prepare the feasibility report and to receive credit for such contributions toward the amount of its required contribution for the *Study*;

WHEREAS, the Non-Federal Sponsor may provide up to 100 percent of its required contribution for the *Study* as *non-Federal in-kind contributions*;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Study* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful *Study*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I – DEFINITIONS

A. The term “*Study*” shall mean the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, when appropriate, recommends a coordinated and implementable solution for ecosystem restoration at Seahurst Park, Burien, Washington. The term includes the *non-Federal in-kind contributions* described in paragraph I. of this Article.

B. The term “*total study costs*” shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to performance of the *Study* plus the costs of the *Study* incurred by the Government prior to the effective date of this Agreement. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government’s costs of plan formulation and evaluation, including applicable economic, engineering, real estate, and environmental analyses; the Government’s costs of preparation of the decision document for the *Study*; the costs of the *non-Federal in-kind contributions* determined in accordance with Article II.B.3. of this Agreement; the Government’s costs of independent technical review and other review processes required by the Government; the Government’s supervision and administration costs; the Non-Federal Sponsor’s and the Government’s costs of participation in the Study Coordination Team in accordance with Article III of this Agreement; the Government’s costs of audit in accordance with Article VI.B and Article VI.C. of this Agreement. The term does not include the first \$100,000 incurred by the Government for the *Study*; and costs of dispute resolution under Article V of this Agreement; any costs incurred as part of the reconnaissance studies or feasibility studies under any other agreement or program; the Non-Federal Sponsor’s costs of negotiating this Agreement; or any

costs negotiating a project cooperation agreement for design and construction of a project or separable element thereof.

C. The term “*period of study*” shall mean the time from the effective date of this Agreement to the date that the decision document for the study is duly approved by the Government or the date that this Agreement is terminated in accordance with Article IX of this Agreement.

D. The term “*financial obligations for the study*” shall mean the financial obligations of the Government and the costs for the *non-Federal in-kind contributions*, as determined by the Government, that result or would result in costs that are or would be included in *total study costs*.

E. The term “*non-Federal proportionate share*” shall mean the ratio of the sum of the costs included in *total study costs* for the *non-Federal in-kind contributions*, as determined by the Government, and the Non-Federal Sponsor’s contribution of funds required by Article II.B.1.b. of this Agreement to *financial obligations for the study*, as projected by the Government.

F. The term “*Federal program funds*” shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

G. The term “*fiscal year*” shall mean one year beginning on October 1 and ending on September 30.

H. The term “*PMP*” shall mean the project management plan, and any modifications thereto, developed by the Government, and agreed to by the Non-Federal Sponsor, that specifies the scope, cost, and schedule for *Study* activities and guides the performance of the *Study* through the *period of study*.

I. The term “*non-Federal in-kind contributions*” shall mean planning, supervision and administration, services, materials, supplies, and other in-kind services that are performed or provided by the Non-Federal Sponsor after the effective date of this Agreement in accordance with the *PMP* and that are necessary for performance of the *Study*.

J. The term “*Section 544 Program Limit*” shall mean the amount of Federal funds authorized to be appropriated for all projects implemented pursuant to Section 544 of the Water Resources Development Act of 2000, Public Law 106-541. As of the effective date of this Agreement, such amount is \$40,000,000.

K. The term “*fiscal year of the Non-Federal Sponsor*” shall mean one year beginning on January 1 and ending on December 31.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the “Congress”) and using those funds and funds provided by the Non-Federal Sponsor, expeditiously shall conduct the *Study*, applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies. The Non-Federal Sponsor expeditiously shall perform or provide the *non-Federal in-kind contributions* in accordance with applicable Federal laws, regulations, and policies.

1. The Government shall not issue the solicitation for the first contract for the *Study* or commence the *Study* using the Government’s own forces until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the *Study*.

2. To the extent possible, the Government and the Non-Federal Sponsor shall conduct the *Study* in accordance with the *PMP*.

3. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all products that are developed by contract or by Government personnel during the *period of study*. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the final approval of all *Study* products shall be exclusively within the control of the Government.

4. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all Government contracts, including relevant scopes of work, prior to the Government’s issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts or commencement of work on the *Study* using the Government’s own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Study*, except for the *non-Federal in-kind contributions*, shall be exclusively within the control of the Government.

5. At the time the U.S. Army Engineer, Seattle District (hereinafter the “District Engineer”) furnishes the contractor with the Government’s Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the *Study*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsor.

6. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *non-Federal in-kind contributions*, including relevant scopes of work, prior to the Non-Federal Sponsor’s issuance of

such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government but the contents of solicitations, award of contracts or commencement of work on the *Study* using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *non-Federal in-kind contributions* shall be exclusively within the control of the Non-Federal Sponsor.

7. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract awarded by the Non-Federal Sponsor for the *non-Federal in-kind contributions*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

B. The Non-Federal Sponsor shall contribute 50 percent of *total study costs* in accordance with the provisions of this paragraph.

1. The Non-Federal Sponsor shall provide a contribution of funds as determined below:

a. If the Government projects at any time that the collective value of the Non-Federal Sponsor's contributions listed in the next sentence will be less than the Non-Federal Sponsor's required share of 50 percent of *total study costs*, the Government shall determine the amount of funds that would be necessary to meet the Non-Federal Sponsor's required share without considering the credit the Government projects will be afforded for the *non-Federal in-kind contributions* pursuant to paragraph B.4. of this Article. The Government shall determine the amount of funds that would be necessary by subtracting from the Non-Federal Sponsor's required share of 50 percent of *total study costs* the collective value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement.

b. The Non-Federal Sponsor shall provide funds in the amount determined by this paragraph in accordance with Article IV.B. of this Agreement. To determine the contribution of funds the Non-Federal Sponsor shall provide, the Government shall reduce the amount determined in accordance with paragraph B.1.a. of this Article by the amount of credit the Government projects will be afforded for the *non-Federal in-kind contributions* pursuant to paragraph B.4. of this Article.

2. The Government, subject to the availability of funds and as limited by paragraph B.5. of this Article and the *Section 544 Program Limit*, shall refund or reimburse to the Non-Federal Sponsor any contributions in excess of 50 percent of *total study costs* if the Government

determines at any time that the collective value of the following has exceeded 50 percent of *total study costs*: (a) the Non-Federal Sponsor's contribution of funds required by paragraph B.1.b. of this Article; (b) the amount of credit to be afforded for the *non-Federal in-kind contributions* pursuant to paragraph B.4. of this Article; and (c) the value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement.

3. The Government shall determine and include in *total study costs* any costs incurred by the Non-Federal Sponsor for *non-Federal in-kind contributions*, subject to the conditions and limitations of this paragraph. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total study costs* for *non-Federal in-kind contributions*.

a. Acceptance by the Government of *non-Federal in-kind contributions* shall be subject to a review by the Government to verify that all economic, engineering, real estate, and environmental analyses or other items performed or provided as *non-Federal in-kind contributions* are accomplished in a satisfactory manner and in accordance with applicable Federal laws, regulations, and policies, and to verify that all analyses, services, materials, supplies, and other in-kind services provided as *non-Federal in-kind contributions* are necessary for the *Study*.

b. The Non-Federal Sponsor's costs for *non-Federal in-kind contributions* that may be eligible for inclusion in *total study costs* pursuant to this Agreement shall be subject to an audit in accordance with Article VI.C. of this Agreement to determine the reasonableness, allocability, and allowability of such costs.

c. The Non-Federal Sponsor's costs for *non-Federal in-kind contributions* that may be eligible for inclusion in *total study costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *non-Federal in-kind contributions* are provided and the time the costs are included in *total study costs*.

d. The Government shall not include in *total study costs* any costs for *non-Federal in-kind contributions* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

e. The Government shall not include in *total study costs* any costs for *non-Federal in-kind contributions* in excess of the Government's estimate of the costs of the *non-Federal in-kind contributions* if the services, materials, supplies, and other in-kind services had been provided by the Government.

4. The Government, in accordance with this paragraph, shall afford credit toward the amount of funds determined in accordance with paragraph B.1.a. of this Article for the costs

of the *non-Federal in-kind contributions* determined in accordance with paragraph B.3. of this Article. However, the maximum amount of credit that can be afforded for the *non-Federal in-kind contributions* shall not exceed the least of the following amounts as determined by the Government: the amount of funds determined in accordance with paragraph B.1.a. of this Article; the costs of the *non-Federal in-kind contributions* determined in accordance with paragraph B.3. of this Article; or 50 percent of *total study costs*.

5. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to reimbursement of any costs of *non-Federal in-kind contributions* determined in accordance with paragraph B.3. of this Article and included in *total study costs* that exceed the amount of credit afforded for the *non-Federal in-kind contributions* determined in accordance with paragraph B.4. of this Article and the Non-Federal Sponsor shall be responsible for 100 percent of all costs of *non-Federal in-kind contributions* included in *total study costs* that exceed the amount of credit afforded.

C. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Study* is limited by the following provisions of this paragraph.

1. In the event the Government projects that the amount of Federal funds the Government will make available to the *Study* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Study* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total study costs* that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Study* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Study*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article IX.C. of this Agreement.

2. If the Government determines that the total amount of Federal funds provided by Congress for all studies and projects implemented pursuant to Section 544 has reached the *Section 544 Program Limit*, and the Government projects that the Federal funds the Government will make available to the *Study* within the *Section 544 Program Limit* will not be sufficient to meet the Federal share of *total study costs*, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Study* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Study* within the *Section 544 Program Limit*, the parties shall terminate this Agreement and proceed in accordance with Article IX.E. of this Agreement.

3. As of the effective date of this Agreement, **\$6,112,000** of Federal funds have been provided by Congress for the Section 544 Program of which **\$190,000** is currently projected to be available for the *Study*. The Government makes no commitment to request Congress to

provide additional Federal funds for the Section 544 Program or the *Study*. Further, the Government's financial participation in the *Study* is limited to the Federal funds that the Government makes available to the *Study*.

D. Upon conclusion of the *period of study*, the Government shall conduct an accounting, in accordance with Article IV.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

E. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Study* under this Agreement unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

F. This Agreement shall not be construed as obligating either party to implement a project. Whether the Government proceeds with implementation of the project depends upon, among other things, the outcome of the *Study* and whether the proposed solution is consistent with the Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies and with the budget priorities of the Administration.

ARTICLE III - STUDY COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Study Coordination Team. Thereafter, the Study Coordination Team shall meet regularly until the end of the *period of study*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Study Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Study Coordination Team informed of the progress of the *Study* and of significant pending issues and actions, and shall seek the views of the Study Coordination Team on matters that the Study Coordination Team generally oversees.

C. Until the end of the *period of study*, the Study Coordination Team shall generally oversee the *Study*, including matters related to: plan formulation and evaluation, including applicable economic, engineering, real estate, and environmental analyses; scheduling of reports and work products; independent technical review and other review processes required by the Government; completion of all necessary environmental coordination and documentation; contract awards and modifications; contract costs; the Government's cost projections; the performance of and scheduling for the *non-Federal in-kind contributions*; determination of anticipated future requirements for real property and relocation requirements and performance of operation, maintenance, repair, rehabilitation, and replacement of the proposed project including anticipated requirements for permits; and other matters related to the *Study*. This oversight of the *Study* shall be consistent with the *PMP*.

D. The Study Coordination Team may make recommendations to the District Engineer on matters related to the *Study* that the Study Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Study Coordination Team. The Government, having the legal authority and responsibility for performance of the *Study* except for the *non-Federal in-kind contributions*, has the discretion to accept or reject, in whole or in part, the Study Coordination Team's recommendations. On matters related to the *non-Federal in-kind contributions*, that the Study Coordination Team generally oversees, the Study Coordination Team may make recommendations to the Non-Federal Sponsor including suggestions to avoid potential sources of dispute. The Non-Federal Sponsor in good faith shall consider the recommendations of the Study Coordination Team. The Non-Federal Sponsor, having the legal authority and responsibility for the *non-Federal in-kind contributions*, has the discretion to accept or reject, in whole or in part, the Study Coordination Team's recommendations except as otherwise required by the provisions of this Agreement, including compliance with applicable Federal, State, or local laws or regulations.

E. The Non-Federal Sponsor's costs of participation in the Study Coordination Team shall be included in *total study costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article VI.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs. The Government's costs of participation in the Study Coordination Team shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

ARTICLE IV - METHOD OF PAYMENT

A. In accordance with the provisions of this paragraph, the Government shall maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, the contributions provided by the parties, the costs included in *total study costs* for the *non-Federal in-kind contributions* determined in accordance with Article II.B.3. of this Agreement, and the credit to be afforded for the *non-Federal in-kind contributions* pursuant to Article II.B.4. of this Agreement.

1. As of the effective date of this Agreement, *total study costs* are projected to be **\$484,320**; the value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement is projected to be **\$242,160**; the amount of funds determined in accordance with Article II.B.1.a. of this Agreement is projected to be **\$242,160**; the costs included in *total study costs* for the *non-Federal in-kind contributions* determined in accordance with Article II.B.3. of this Agreement are projected to be **\$81,600**; the credit to be afforded for the *non-Federal in-kind contributions* pursuant to Article II.B.4. of this Agreement is projected to be **\$0.0**; the Non-Federal Sponsor's contribution of funds required by Article II.B.1.b. of this Agreement is projected to be **\$160,560**; and the *non-Federal proportionate share* is projected to be **50 percent**. These amounts and percentage are estimates subject to adjustment by the

Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By Dec.15, 2009 and by each quarterly anniversary thereof until the conclusion of the *period of study* and resolution of all relevant claims and appeals, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total study costs*; the value of the Non-Federal Sponsor's contributions under Article III and Article VI of this Agreement; the amount of funds determined in accordance with Article II.B.1.a. of this Agreement; the costs included in *total study costs* for the *non-Federal in-kind contributions* determined in accordance with Article II.B.3. of this Agreement; the credit to be afforded for the *non-Federal in-kind contributions* pursuant to Article II.B.4. of this Agreement; the Non-Federal Sponsor's contribution of funds required by Article II.B.1.b. of this Agreement; and the *non-Federal proportionate share*.

B. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.B.1.b. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for work on the *Study* or commencement of work on the *Study* using the Government's own forces, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor to meet: (a) the *non-Federal proportionate share of financial obligations for the study* incurred prior to the commencement of the *period of study*; (b) the projected *non-Federal proportionate share of financial obligations for the study* to be incurred for such contract; and (c) the projected *non-Federal proportionate share of financial obligations for the study* using the Government's own forces through the first quarter. Not later than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of such required funds by delivering a check payable to "FAO, USAED, Seattle District" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for such required funds, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

C. Upon conclusion of the *period of study* and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total study costs*, each party's

required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Non-Federal Sponsor's total required share of *total study costs* exceeds the Non-Federal Sponsor's total contributions provided thereto, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, Seattle District" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsor for *total study costs* exceed the Non-Federal Sponsor's total required share thereof, the Government, subject to the availability of funds and as limited by Article II.B.5. of this Agreement and the *Section 544 Program Limit*, shall refund or reimburse the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-

Federal Sponsor shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by OMB Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Study* shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VII - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto and Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

ARTICLE VIII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE IX - TERMINATION OR SUSPENSION

A. Prior to conclusion of the *period of study*, upon 30 calendar days written notice to the other party, either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until either the Government or the Non-Federal Sponsor elects to terminate this Agreement.

B. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of performance of the *Study* is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the *Study*.

C. In the event future performance under this Agreement is suspended pursuant to Article II.C.1. of this Agreement, such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total study costs* the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

D. In the event that one or more of the Non-Federal Sponsors elects to terminate its responsibilities under this Agreement, and the remaining Non-Federal Sponsor(s) elects to continue to participate in the *Study*, the Government shall negotiate in good faith with the remaining Non-Federal Sponsor(s) to effect a timely and productive conclusion to that portion of the *Study* pertaining to the area of statutory authority applicable for the remaining Non-Federal Sponsor(s). The Government shall prepare a revised *PMP* and revised estimate of *total study costs* to complete that portion of the *Study* of interest to the remaining Non-Federal Sponsor(s). If the remaining Non-Federal Sponsor(s) elects to complete the *Study*, this Agreement shall be amended to reflect the negotiated revisions to the scope of the *Study* defined in Article I.A. of this Agreement and the estimate of *total study costs* in Article IV.A.1. of this Agreement. Amendments to this Agreement made pursuant to this paragraph shall reflect credits for the contribution of funds and *non-Federal in-kind contributions* provided previously by all of the *Study* sponsors and shall reflect task reductions made as a result of withdrawal of any *Study* sponsor.

E. In the event that this Agreement is terminated pursuant to this Article, the parties shall conclude their activities relating to the *Study* and conduct an accounting in accordance with Article IV.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Study* and an equal percentage of the total funds contributed by the Non-Federal Sponsor in accordance with Article II.B.1.b. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications. Upon termination of this Agreement, all data and information generated as part of the *Study* shall be made available to the parties to the Agreement.

F. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE X - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

City of Burien Parks Development and Operations Manager
c/o Steve Roemer
425 SW 144th St.
Burien, WA 98166

If to the Government:

Chief, Planning Branch
Seattle District, Corps of Engineers
P.O. Box 3755
Seattle, WA 98124-3755

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

CITY OF BURIEN, WASHINGTON

BY: _____
Anthony O. Wright
Colonel, Corps of Engineers
District Engineer

BY: _____
Tabatha Miller
Finance Director

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer of the **City of Burien**, that the **City of Burien** is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the **City of Burien** in connection with the feasibility study for the **Seahurst Park Phase II Ecosystem Restoration Project**, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the **City of Burien** have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this

_____ day of _____ 20__.

CITY OF BURIEN, WASHINGTON

Chris Bacha
City Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF BURIEN, WASHINGTON

 Tabatha Miller
 Finance Director

DATE: _____



Burien

Washington, USA

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

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

www.burienwa.gov

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MEMORANDUM

TO: Honorable Mayor and Members of the City Council
FROM: Mike Martin, City Manager
DATE: August 17, 2009
SUBJECT: City Manager's Report

I. INTERNAL CITY INFORMATION

A. Burien Presents to Standard & Poor's Ratings Group

In preparation of the South Correctional Entity (SCORE) issuing upwards of \$95 million in Bonds for construction of a 674-822 bed misdemeanor jail facility, the City of Burien presented an updated Financial and Economic profile to S&P analysts on July 24. As a 4% participant in the project, Burien will be responsible for 4% of the debt service and its portion of Maintenance and Operations of the facility. In return, Burien will receive jail services currently being provided by contract from King County and Yakima County. Staff will present a similar profile to Moody's on August 4. The SCORE administrative board, along with the other member cities (Auburn, Des Moines, Federal Way, Renton, SeaTac, and Tukwila), will make a similar presentation to both bond rating agencies on August 5.

B. West Nile Virus Testing

King County has again begun the testing of dead birds for West Nile Virus. As of July 16, 586 dead birds have been reported; 11 tested with 0 positive results. The current alert level is "1." Dead birds can be reported at www.kingcounty.gov/health/westnile, or by calling 206/205-4394. This information is from the King County West Nile Virus Update Newsletter dated July 16, 2009.

C. www.burienwa.gov Finalist in 2009 Savvy Award Competition in Digital Interactive – Website, Population 978-40,000

Burien's website is a finalist for the City-County Communications & Marketing Association's (3CMA) Savvy Awards competition. The 3CMA Savvy Awards celebrate and reward the growing skills of communications professionals, as more and more local governments and agencies embrace and employ the concepts of enhanced marketing and communication with citizens. The Awards Announcements and Celebration will be held on September 24, 2009, in Scottsdale, Arizona.

D. Washington State Auditor's Office Exit Conference (Pg. 77)

The exit conference took place on July 28, 2009 and Council members Rose Clark and Kathy Keene attended on behalf of the Council. The Audit covered January 1, 2008 through December 31, 2008 and focused on the City's Financial Statements, Federal

Compliance and Accountability for Public Resources and Legal Compliance. In accordance with general auditing practices, not every transaction is reviewed but instead those areas identified as posing the highest risk are examined. In this vein, of particular focus is accountability and compliance in the following areas:

Conflict of Interest	Travel
Open public Meetings	Payroll
Cash disbursements	

During the conference the representatives from the State Auditor's Office communicated that they encountered no significant difficulties or disagreements and no material misstatements. In other words, we passed and are in good standing. The Exit Conference report is attached.

E. Latest Backflow Testing Saves Money

The Parks and Public Works Departments are annually required to have the backflows located at our water connections tested and certified. The backflows prevent potentially contaminated water servicing City facilities from getting back into the domestic water supply serving the rest of the City and its inhabitants. The City currently has 21 of these units tested annually, with a cost in 2008 of \$60 per unit, or \$1260. When last year's contractor quoted a price increase recently to \$65 per unit, Parks staff decided to do some comparison shopping. They found a new contractor willing to provide the tests at a cost of \$25 per unit, including any adjustments needed to pass inspection. This translates to an annual cost of \$525 vs. \$1365, or a 62% cost savings. A pretty significant savings when budgets are tight.

F. Summer Concerts End on High Note

With attendance averaging between 300 and 500 each week, the City's Thursday night concerts at Lake Burien Park were a huge hit again this summer. Performances included gospel, east Indian-fusion, Latin, bluegrass and rock. Burien Toyota & Scion served as this year's business sponsor and provided free beverages each week to the crowd. A special highlight this year was having the park sprinklers turned on for the concert that was held in the 95-degree heat on July 23.

G. Community Development Department--Customer Service Improvements (Pg. 83)

The Community Development Department is working on several customer service improvements. The first is an enhanced customer feedback survey (attached) that is being handed out to every permit applicant and informational customer at our front counter. These can be completed and either dropped in a box in the lobby, or faxed or mailed back. We will soon be providing a self-addressed, stamped envelope that customers can take with them to mail the survey back. The survey will also be available via our website.

We have also started collection of contact information for all general permit and zoning counter inquiries. This allows us to re-contact a customer if we discover new information that would be useful to their needs. For possible new businesses and existing businesses

planning remodeling or expansion, we can forward the information to Dick Loman for the purposes of business recruitment and assistance.

Finally (for now), we are also working on a new brochure describing basics for obtaining permits to open a business. This easy-to-read tri-fold pamphlet will help permit applicants and business owners understand who to talk with as they research business and permit requirements in Burien. The most important messages will be that our staff is here to be helpful, and that early contact with us should be a key element of their due diligence. More improvements to come...

H. Annexation Outreach Update

On Thursday, August 6, City staff hosted the ninth, and final, informational open house at Beverly Park Baptist Church to provide information about what annexation will mean for the people within the proposed annexation area.

Many of the questions and comments raised by the community have been incorporated into the Burien Annexation web page located at www.burienwa.gov/annexation. Interested parties who may still have questions can contact City staff by calling the Burien Annexation Hotline at 206-436-5555 or sending an email to annexation@burienwa.gov.

As of August 11, 13.88% of the registered voters in the proposed annexation area have returned their ballots. Voters have until 8:00 PM on August 18 to drop-off or mail-in their ballots.

I. King County METRO Transit Services (Pg. 85)

The City has received a letter addressed to King County Councilmember Dow Constantine and King County Regional Transit Committee from the Bellevue Chamber of Commerce dated July 20, 2009, encouraging METRO to follow the principles of the METRO 10 Year Strategic Plan. A copy of the letter is attached.

II. COUNCIL UPDATES/REPORTS

A. Citizen Action Report (Pg. 87)

Staff has provided Council with the July 2009 Citizen Action Report (attached).

B. Sales Tax Update (Pg. 93)

Attached is the May 2009 Sales tax report and updated versions of the economic indicator graphs.

C. Notices (Pg. 99)

- Notice of Construction, Mathison Park Phase II and Trail Construction Project. (Notice was mailed on August 10, 2009, to approximately 150 residents within the area of Mathison Park.)

Washington State Auditor's Office

Exit Conference

City of Burien

January 1, 2008 through December 31, 2008

July 28, 2009



Audit Information

Audit Scope

Our audit was planned and conducted using a risk-based approach covering the following general areas for the period beginning January 1, 2008 and ending December 31, 2008:

- Accountability for public resources and compliance with laws and regulations
- Financial statements
- Federal compliance

In keeping with general auditing practices, we did not examine every transaction, activity or area. Instead, our procedures focused on identifying and examining those transactions, activities or areas that posed the highest risk.

Accountability for Public Resources and Legal Compliance

We evaluated accountability for public resources and compliance with certain laws and regulations in the following areas:

- Conflict of interest
- Open public meetings act
- Cash disbursements
- Travel
- Payroll

Financial Statements

We performed an audit of the financial statements in accordance with *Government Auditing Standards* to conclude whether the statements were presented fairly in all material respects. Our audit was conducted on a test basis and cannot be relied upon to identify every instance of misstatement, fraud or noncompliance in the financial statements.

As part of our audit of the financial statements, we obtained an understanding of internal controls over financial reporting. *Government Auditing Standards* also required us to test compliance with any provisions of laws, regulations, contracts and grant agreements that could materially affect financial statement amounts or data significant to the audit.

Federal Compliance

We tested compliance with material requirements for the major federal programs listed below. We also tested internal controls over major programs to determine if they were adequate to detect or prevent noncompliance with material federal requirements.

- Department of Interior
CFDA15.916
- Federal Highway Administration
CFDA 20.205

Audit Reports

Accountability Report

This report summarizes the results of the accountability audit. The report will not include any findings

Financial Statement Reports

This report includes our opinion on the financial statements. An unqualified opinion will be issued which means the financial statements are presented fairly, in all material respects

It also includes our report on internal control over financial reporting and on noncompliance and other matters as required by *Government Auditing Standards*. That report will not include any findings

Single Audit Reports

This report discloses the results of our audit of the major federal programs. The report will not include any findings.

These reports are expected to be issued in August 2009. We now offer a free subscription service that allows you to be notified by email when audit reports are released or posted to our Web site. You can sign up for this convenient new service on our website at:

www.sao.wa.gov/applications/subscriptionservices

Other Required Communications

In addition to our audit reports, we are required by professional auditing standards to communicate other significant issues to the City Council as follows:

- There were no significant difficulties encountered or disagreements with entity management during the audit.
- There were no material misstatements corrected by management during the audit.
- There were no uncorrected misstatements in the audited financial statements.

Audit Results

Audit Recommendations

We are pleased to report no findings or management letter items. We will review the status of the attached exit items in our next audit

Status of Prior Audit Recommendations

<i>Prior Audit Findings</i>	<i>Resolved</i>	<i>Unresolved</i>
None		
<i>Prior Audit Management Letter Items</i>	<i>Resolved</i>	<i>Unresolved</i>
None		
<i>Prior Audit Exit Items</i>	<i>Resolved</i>	<i>Unresolved</i>
Safeguarding of Assets- not tested due to City Hall move		

Concluding Remarks

We would like to thank officials and employees for their helpfulness and timely response to our audit requests. We will be sending an e-mail to Tabitha Miller, Finance Director and Gary Coleman, Accounting Manager regarding an on-line customer service survey. This email will be from "State Auditor's Office <WA-StateAuditor@sao.wa.gov>". Please take a few minutes to complete this survey. Your feedback is important to our on-going commitment to continually develop and improve our audit process.

Your next audit is scheduled to be conducted in 2010 and will cover the following general areas:

- Accountability for Public Resources
- Financial Statement
- Federal Programs



Audit Exceptions

City of Burien
South King County
Audit Period Ending: 12/31/2008

EX.1- SEFA Program Titles are Not Complete

Reporting Level(s): Exit Item
Type: Single Audit
Category: Grants (Federal)

Exception:

We noted in our review of the draft Schedule of Expenditures of Federal Awards (SEFA) that all Federal grants were pass through awards. However, only one of the four grants had both the Federal Agency and the Pass-Through Agency Name noted, as is required. In addition, the official Federal titles per the CFDA were not used for the last two grants. The District corrected the above errors in the final SEFA.

We recommend that the District prepare the SEFA in accordance with instructions contained in the State Budgeting, Accounting and Reporting (BARS) Manual.

EX.2- Federal Suspension and Debarment of Contractors not Documented

Reporting Level(s): Exit Item
Type: Single Audit
Category: Procurement Bid/Prevail Wage

Exception:

We reviewed the Federal program Department of Interior; Interagency Committee for Outdoor Recreation, Seahurst Park Renovation 05 Project, CFDA # 15.916. We determined that the City's Public Works Department had a process in place for determining if a contractor was suspended or debarred from contracting with the Federal government, by requiring any suspension or debarment to be disclosed in the bid submittal packet.

In addition, the Project Manager, stated that he checks the Excluded Parties List System (EPLS) website routinely to determine if contractors are suspended or debarred. However, the City could show no evidence of this review. We reviewed the website and determined that the general contractor, TF Sahli, was not suspended or debarred.

We recommend that the City retain evidence of their review process for determining that contractors working on Federal projects are not suspended or debarred, by retaining a screen print of their review of the EPLS website.



Audit Exceptions

City of Buriem
 South King County
 Audit Period Ending: 12/31/2008

EX.3- Council Travel Requests Not Consistently Signed by General Manager

Reporting Level(s): Exit Item
Type: Accountability
Category: Disbursements/Expenditures

Exception:

In our review of Council travel expenses for 2008, we noted that two council members had higher travel amounts, so we tested the detail of two vouchers each for these members. We noted the following:

(1) Two council members attended a conference in March 2008, where their travel reimbursement requests were not signed by the City Manager, as is required per Section A, #4 of the City "Council and Staff Travel and Expenses" policy.

(2) In addition, one of the members did not attach the registration to the reimbursement request. This is required per the policy under "lodging", paragraph one, where it stated that "reasonable rates will include accommodations recommended in the convention brochure". This registration is also the documentation showing what days the council member is authorized to be in travel status.

(3) On a second conference attended by both Council members, both members submitted personal visa statements as documentation for reimbursement for the air travel. City policy allows a "bankcard charge slip" as documentation of expenses, but we recommend that a copy of the ticket or detail be submitted to show that the air travel is clearly by coach.

We tested travel at the City in 2006, and had the same issue with some Council reimbursement requests not being approved by the City Manager. We discussed these issues with City management. The City is in the process of updating its travel policy, and we reviewed the draft of the new policy.

We again recommend that the City comply with its travel policy. In addition, we suggest that conference registrations be attached to reimbursement requests.

Tell us how we're doing!



The Department of Community Development is a team dedicated to helping shape Burien's redevelopment and growth, and achieve the community's vision for the future. We seek to improve the quality of the built environment; protect steep slopes, streams and wetlands; and enhance housing and economic opportunities.

Our mission is to assist Burien in achieving its vision for the future by providing consistent, professional and responsive service.

To achieve our mission we will:

- Administer all codes and ordinances in a consistent manner.
- Provide a working atmosphere that supports creativity for staff and citizens alike.
- Provide prompt, courteous service and accurate information.
- Review projects efficiently and thoroughly.

We can improve our services more readily with your feedback. Therefore, I would appreciate your filling out this short survey. If a phone call is easier, I can be reached at (206) 248-5519.


Scott Greenberg, AICP
Community Development Director



Date visited or time period of interaction: _____

Name of employee(s) who assisted you (if known): _____

What was the purpose of your interaction with the Community Development Department?

- General questions Land use/Zoning permit Sign permit Construction permit
 Inspection Code Enforcement Other: _____

How would you rate our service?

	Excellent	Satisfactory	Unsatisfactory
Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timely	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Courteous	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(please turn over)

Please rate the following using a scale of 1 to 4, with 1 being "Unsatisfactory" and 4 being "Excellent":

84

The usefulness of the written correspondence you received from the Department.
1 2 3 4 N/A

The length of time it took to process your case or permit.
1 2 3 4 N/A

The length of time it took for your phone calls to be returned.
1 2 3 4 N/A

Was our staff able to provide you with the technical assistance you needed?
1 2 3 4 N/A

Were the answers you received sufficient to assist you in understanding the requirements and the options available to you?
1 2 3 4 N/A

If you used our web page, was the information you were seeking available and useful?
1 2 3 4 N/A

Would you please describe the circumstances behind any "Unsatisfactory" responses.

In what way were you pleasantly surprised by your experience with the City?

Do you have any suggestions for how we can improve our services? Please give us your comments so we can serve you in the best manner possible.

To submit your comments, please leave them in the comment box in the City Hall lobby, fax them to (206) 248-5539, or mail them to "Tell Us How We're Doing," Burien City Hall, 400 SW 152nd St., Suite 300, Burien, WA 98166.

..... Optional

Project number: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-mail: _____

If you wish, we will personally contact you about your comments.

I wish to be contacted



RECEIVED 85

AUG 01 2009

CITY OF BURIEN

July 20, 2009

King County Councilmember Dow Constantine
King County Regional Transit Committee
516 Third Avenue, Room 1200
Seattle, WA 98104

Councilmember Constantine and RTC Members:

On behalf of the Bellevue Chamber of Commerce, our Board of Directors, our 1,100 member businesses and over 75,000 employees, we would like to go on the record regarding the projected budget shortfall facing King County METRO Transit.

In order to keep with the mission statement of METRO which is to *"provide the best possible public transit services that get people on the bus and improve regional mobility and quality of life in King County,"* METRO should not look to service cuts as the first line of defense while addressing budget challenges.

However, we recognize that reductions in service may prove unavoidable even after cost-saving actions are taken elsewhere in the budget. In that case, the Bellevue Chamber of Commerce encourages METRO to follow the principles of the METRO 10 Year Strategic Plan which states, *"any system-wide reduction in service investment shall be distributed among the sub-areas in proportion to each sub-area's share of the total service investment."* According to METRO this reduction would be as follows: 62% West, 21% South and 17% East.

Citizens across the county rely on transit for primary access to employment opportunities and as an alternative to expenses related to driving, insuring and maintaining an automobile. The Bellevue Chamber of Commerce believes that any reduction of service and mobility will only exacerbate the burden of a difficult recession on the general public and the regional business community.

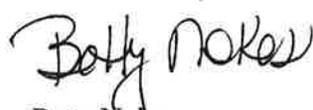
Actual service costs represent a minimal portion of the 2009 projected expenses related to transit operation. However, costs related to wages and benefits account for two-thirds of projected expenses and must be the starting point for cost-saving action by METRO. The restructuring of union contracts which represent an overwhelming majority of King County employees is a must.

Such renegotiation should incorporate the creation of a monthly employee premium contribution for medical, dental and vision benefits that is at least equal to the average of payments made by other large public employers in the Puget Sound area. These employers include Pierce and Snohomish counties; the cities of Seattle, Tacoma, Everett, Bellevue; the Port of Seattle; the University of Washington; and the State of Washington.

Thank you for the opportunity to share with you our concerns and suggestions. We understand that the current economic climate has forced difficult decisions upon leadership of both public and private enterprise. We look forward to continued dialogue as we weather this storm together.

Sincerely,


Craig Foreman
Chairman 2008 - 2009


Betty Nokes
President & CEO



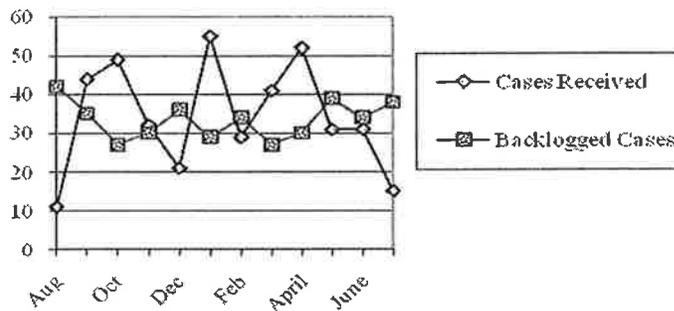
CITY OF BURIEN

MEMORANDUM

DATE: August 3, 2009
TO: Mike Martin, City Manager
FROM: Scott Greenberg, Community Development Director
RE: July 2009 Citizen Action Report

This report reflects the caseload for July and includes all backlog cases open as of July 31, 2009. As of that date, there were 49 open cases. 38 of the open cases are more than five weeks old and are considered backlog. There were 3 cases initiated by staff/police, and 12 cases initiated by residents, during the month of July.

Citizen Action Case Status



	Aug	Sept	Oct	Nov	Dec	Jan '09	Feb	March	April	May	June	July
Cases Received	11	44	49	32	21	55	29	41	52	31	31	15
Backlogged Cases	42	35	27	30	36	29	34	27	30	39	34	38
Total Open Cases	52	54	56	53	45	55	48	48	57	64	55	49
% of Backlog	81%	65%	48%	57%	80%	53%	71%	56%	53%	61%	62%	78%

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: 08/03/2009

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
567	City Attorney	CAR-08-0022	01/14/2008	Nuisance	14456 18TH AV SW Parking & nuisance	Other - See Notes	05/01/2009	Open
489	City Attorney	CAR-08-0117	04/01/2008	Nuisance	12928 6TH AV S Vegetation	Site Investigation	03/10/2009	Open
413	City Attorney	CAR-08-0206	06/16/2008	Housing Concerns	329 S 150TH ST Nuisance, Housing Concern, Demo etc	Other - See Notes	06/23/2009	Open
378	City Attorney	CAR-08-0233	07/21/2008	Animals	1521 SW 160TH ST Nuisance, animals & RCW Add alleyway & KC	Other - See Notes	07/29/2009	Open
314	City Attorney	CAR-08-0326	09/23/2008	Nuisance	15839 6TH AV SW Nuisances	Other - See Notes	06/08/2009	Open
293	Building	CAR-08-0361	10/14/2008	Building	611 SW 142ND ST Building - Demo Permit	Other Letter	06/16/2009	Open
279	City Attorney	CAR-08-0379	10/28/2008	Sign Violation	1022 S 144TH ST Signs / Business License	Other - See Notes	02/25/2009	Open
257	City Attorney	CAR-08-0403	11/19/2008	Abandoned Vehicle	624 SW 136TH PL Vehicles / Leggett	Other - See Notes	06/30/2009	Open
255	City Attorney	CAR-08-0408	11/21/2008	Building	13430 1ST AV SW Building / Weythman	Other - See Notes	06/08/2009	Open
199	Code Enforcement	CAR-09-0020	01/16/2009	Sign Violation	13424 1ST AV S Sign Violation / Room by Room	Phone Call	07/29/2009	Open
193	Code Enforcement	CAR-09-0031	01/22/2009	Nuisance	800 SW 135TH ST Nuisance / Russell	Other - See Notes	07/21/2009	Open
146	Building	CAR-09-0098	03/10/2009	Building	14223 1ST AV S Building Permit / American Collision	Other Letter	06/16/2009	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
138	Code Enforcement	CAR-09-0111	03/18/2009	Nuisance	14448 8TH AV S Nuisance / Pham	Phone Call	04/16/2009	Open
130	Code Enforcement	CAR-09-0119	03/26/2009	Nuisance	621 S 146TH ST Nuisance / Alexander/Woodbury	Other - See Notes	07/02/2009	Open
118	Public Works	CAR-09-0143	04/07/2009	ROW Issue	14925 22ND AV SW ROW / Church vehicle parking	Meeting	06/30/2009	Open
111	Planning	CAR-09-0152	04/14/2009	Planning / Zoning	11911 14TH AV SW Zoning / Critical Area cutting	Phone Call	05/04/2009	Open
109	Code Enforcement	CAR-09-0159	04/16/2009	Nuisance	Nuisance / Enterprise	Site Investigation	06/24/2009	Open
108	Code Enforcement	CAR-09-0157	04/17/2009	Sign Violation	15614 1ST AV S Sign / Profilic Hair	Phone Call	07/21/2009	Open
100	Code Enforcement	CAR-09-0173	04/25/2009	Nuisance	16008 9TH AV SW Nuisance / Korga	Case Received	04/28/2009	Open
95	Code Enforcement	CAR-09-0185	04/30/2009	Nuisance	13424 1ST AV SW Nuisance / Wells	Other - See Notes	05/22/2009	Open
91	Code Enforcement	CAR-09-0181	05/04/2009	Housing Concerns	13213 AMBAUM BL SW Housing, Mold / Cedarstone Apts	Other - See Notes	06/23/2009	Open
91	Code Enforcement	CAR-09-0182	05/04/2009	Nuisance	1004 S 136TH ST Nuisance / Laine	NOV Issued	06/18/2009	Open
83	Code Enforcement	CAR-09-0190	05/12/2009	Illegal Dumping	Illegal Dump / Millenium Property	Case Received	05/12/2009	Open
75	Code Enforcement	CAR-09-0196	05/20/2009	Nuisance	16413 SYLVESTER RD SW Nuisance / King	Enforcement Letter 1	06/02/2009	Open
74	Code Enforcement	CAR-09-0199	05/21/2009	Nuisance	511 SW 137TH ST Nuisance / Pilo	Site Investigation	07/21/2009	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
68	Code Enforcement	CAR-09-0206	05/27/2009	Nuisance	13526 14TH AV S Nuisance / Robbins	NOV Issued	07/27/2009	Open
61	Code Enforcement	CAR-09-0215	06/03/2009	Nuisance	1420 S 130TH ST Nuisance Trash / Wood	Case Closed	06/18/2009	Open
59	Building	CAR-09-0219	06/05/2009	Building	13431 1ST AV SW Multiple / Pingatore	Phone Call	07/27/2009	Open
56	Building	CAR-09-0221	06/08/2009	Building	15821 1ST AV S Business License/Fire Permt/Bldg Permt / New Motorcycle Business	Case Received	06/09/2009	Open
54	Code Enforcement	CAR-09-0227	06/10/2009	Sign Violation	13409 AMBAUM BL SW Sign Violation / Ike's	Enforcement Letter 1	06/22/2009	Open
53	Code Enforcement	CAR-09-0226	06/11/2009	Housing Concerns	835 SW 141ST ST Housing / Remeto	Phone Call	07/27/2009	Open
49	Code Enforcement	CAR-09-0229	06/15/2009	Animals	839 S 176TH ST Animals, B/L, Sign / Country Grooming	Case Received	06/15/2009	Open
47	Code Enforcement	CAR-09-0230	06/17/2009	Sign Violation	Sign Violation / BBC Dodge	Case Received	06/18/2009	Open
47	Code Enforcement	CAR-09-0231	06/17/2009	Sign Violation	15743 AMBAUM BL SW Sign Violation / Wizards Casino	Enforcement Letter 1	07/01/2009	Open
61	City Attorney	CAR-09-0214	06/03/2009	Fire Department Issue	16042 1ST AV S Fire Department / Nissan	Case Preparation	07/15/2009	Open
46	Code Enforcement	CAR-09-0233	06/18/2009	Sign Violation	901 SW 148TH ST Sign Violation / Skippers-Herfy's	Enforcement Letter 1	06/30/2009	Open
40	Police	CAR-09-0237	06/24/2009	Police Issue	14021 AMBAUM BL SW Bamboo Sauna has web page in violation of Business License	Case Received	06/24/2009	Open
40	Building	CAR-09-0238	06/24/2009	Building	11805 AMBAUM BLVD SW Building Permits / City's Edge Condo's	Phone Call	07/08/2009	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
33	Public Works	CAR-09-0243	07/01/2009	Tree Cutting - ROW	13416 1ST AV SW Tree cutting in ROW / McKoy	NOV Issued	07/29/2009	Open
27	Code Enforcement	CAR-09-0245	07/07/2009	Nuisance	14633 8TH AV SW Nuisance, Trash, vehicle	Other - See Notes	07/28/2009	Open
25	Code Enforcement	CAR-09-0247	07/09/2009	Nuisance	12817 10TH AV S Nuisance, Junk Vehicles - Sohrabl	Case Received	07/13/2009	Open
21	Planning	CAR-09-0249	07/13/2009	Planning / Zoning	15733 AMBAUM BL SW Cargo Container - HiLine Lanes	Case Received	07/13/2009	Open
21	Code Enforcement	CAR-09-0251	07/13/2009	Nuisance	16617 SYLVESTER RD SW Nuisance Vegetation - Lucas	Phone Call	07/14/2009	Open
14	Code Enforcement	CAR-09-0256	07/20/2009	Housing Concerns	2011 SW 146TH ST Housing - ADA reported	NOV Issued	07/28/2009	Open
14	Code Enforcement	CAR-09-0257	07/20/2009	Housing Concerns	13811 1ST AV SW Housing - ADU reported	Case Received	07/27/2009	Open
13	Code Enforcement	CAR-09-0252	07/21/2009	Nuisance	13621 14TH AV S Nuisance, trash, vehicles, housing	Case Received	07/21/2009	Open
13	Code Enforcement	CAR-09-0253	07/21/2009	Nuisance	1219 SW 151ST ST Nuisance, vehicles, alley maint.	Case Received	07/21/2009	Open
12	Code Enforcement	CAR-09-0254	07/22/2009	Nuisance	14838 4TH AV S Nuisance-Junk Vehicles	Case Received	07/22/2009	Open
7	Code Enforcement	CAR-09-0255	07/27/2009	Animals	1004 S 140TH ST Animals - Manure maint.	Case Received	07/27/2009	Open

May 2009 Sales Tax Detail

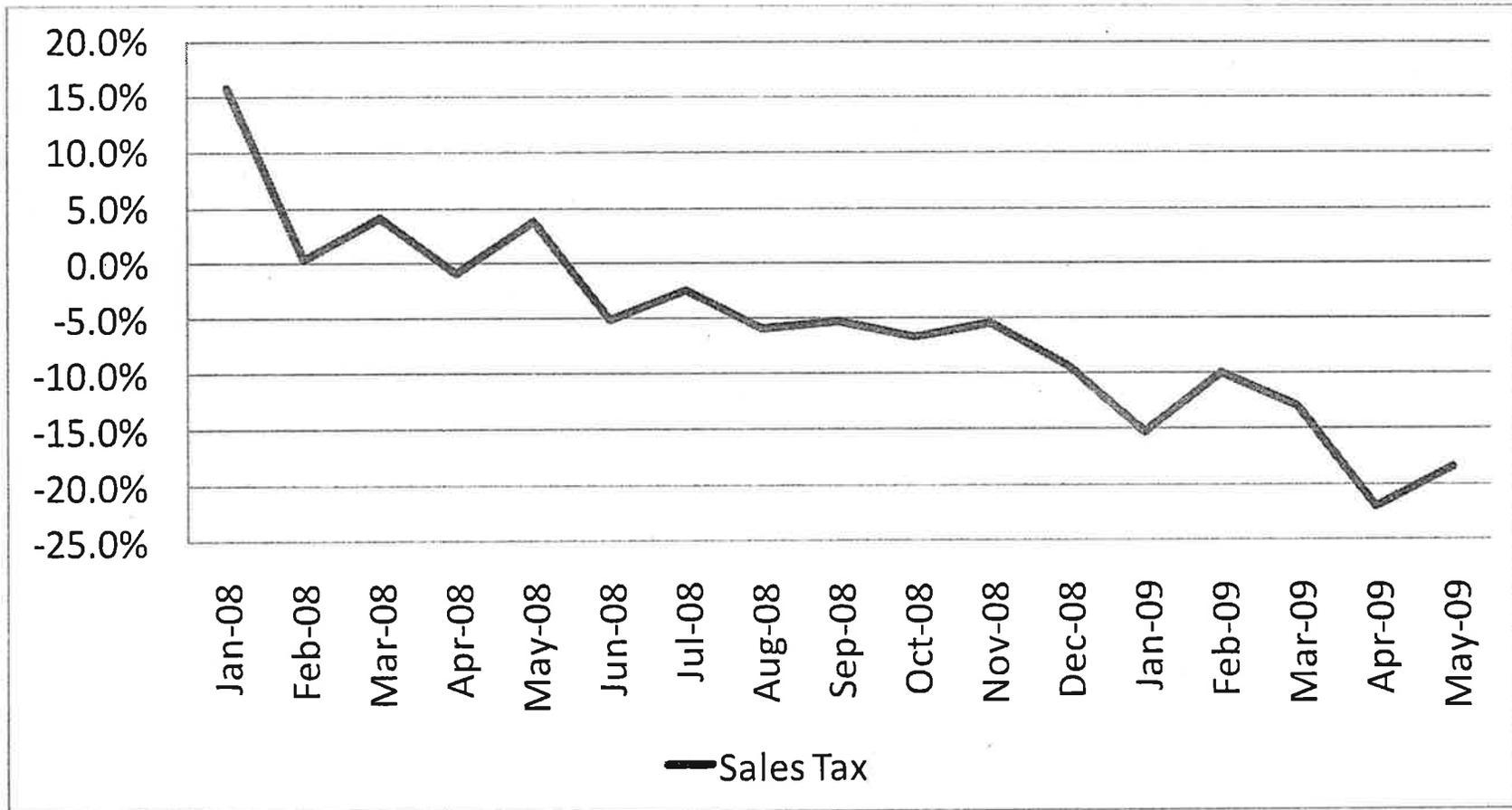
- May 2008 to May 2009 ↓ 18.4%
 - Retail Trade (50%) ↓ 21.5%
 - Motor Vehicle & Parts Dealers (21% of total) ↓ 40.4%
 - » New Car Dealers (18% of total) ↓ 43.1%
 - General Merchandise Stores (8.3% of total) ↓ 6.5%
 - Food & Beverage Stores (5.9% of total) ↓ 4.7%
 - Building Material & Garden (1% of total) ↑ 45%
 - Electronics and Appliances (1% of total) ↑ 416%
 - Construction (20%) ↓ 22%
 - Accommodations & Food Service (11.3%) ↓ 13.7%

City of Burien

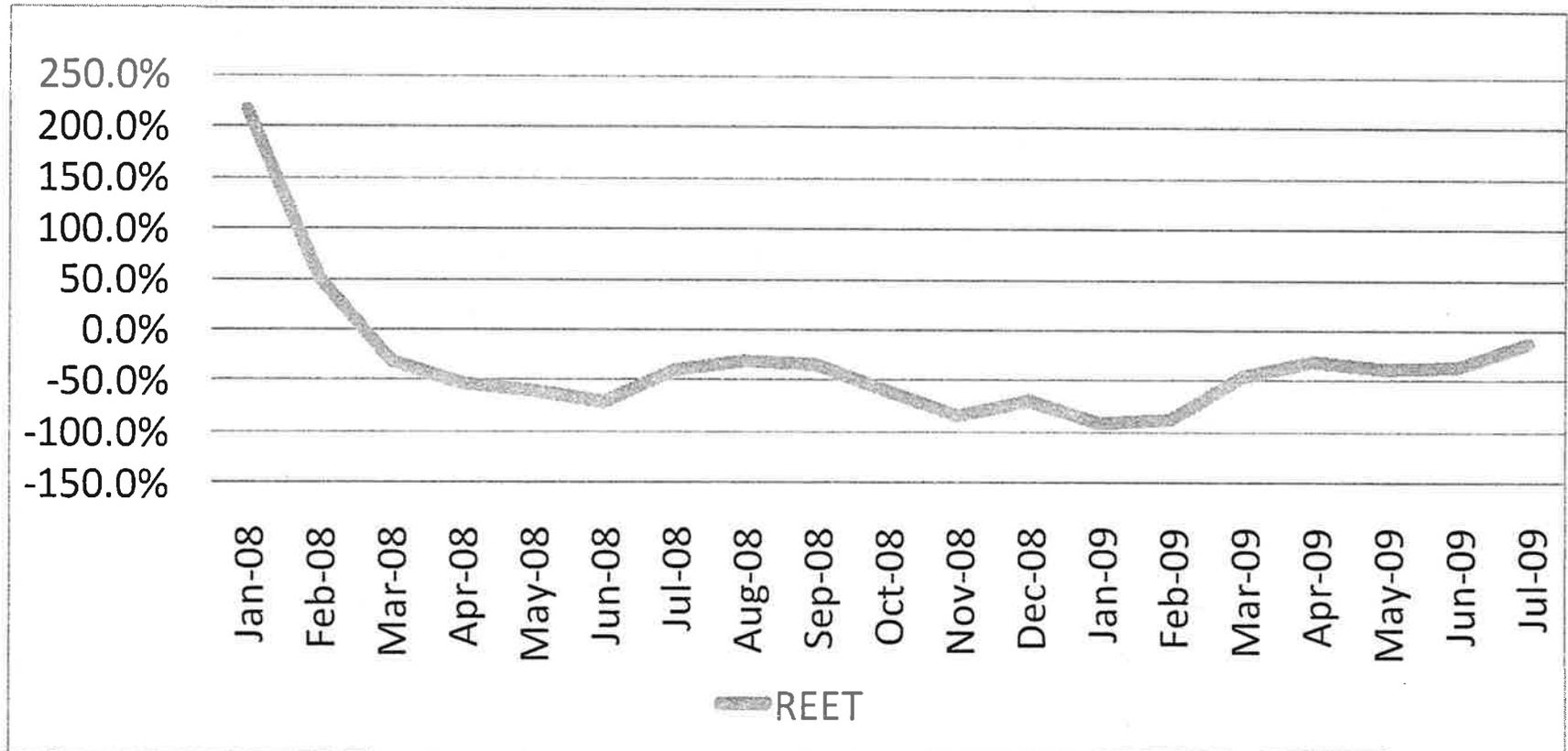
May 2009 Sales Tax Revenue Comparison by Category

	<u>May-09</u>	<u>% of Total Revenue</u>	<u>May-08</u>	<u>Difference 2008 to 2009</u>	<u>% Change</u>
Unknown	\$ 419	0.1%	\$ 517	\$ (98)	-19.0%
Agriculture, Forestry, Fishing	\$ 518	0.2%	\$ -	\$ 518	N/A
Mining	\$ 242	0.1%	\$ 457	\$ (215)	-47.0%
Construction	\$ 68,369	19.9%	\$ 87,803	\$ (19,434)	-22.1%
Manufacturing	\$ 2,859	0.8%	\$ 7,127	\$ (4,268)	-59.9%
Wholesale Trade	\$ 8,566	2.5%	\$ 8,933	\$ (367)	-4.1%
Retail Trade	\$ 173,148	50.3%	\$ 220,477	\$ (47,329)	-21.5%
Transportation and Warehousing	\$ 676	0.2%	\$ 922	\$ (246)	-26.7%
Information	\$ 16,491	4.8%	\$ 13,484	\$ 3,007	22.3%
Finance & Insurance	\$ 533	0.2%	\$ 831	\$ (298)	-35.9%
Real Estate, Rental, Leasing	\$ 5,980	1.7%	\$ 5,210	\$ 770	14.8%
Prof, Sci, Technical Services	\$ 1,355	0.4%	\$ 1,734	\$ (379)	-21.9%
Admin, Support, Remedy Services	\$ 3,504	1.0%	\$ 3,334	\$ 170	5.1%
Educational Services	\$ 526	0.2%	\$ 936	\$ (410)	-43.8%
Health Care Social Assistance	\$ 3,483	1.0%	\$ 3,402	\$ 81	2.4%
Arts, Entertainment, Recreation	\$ 2,442	0.7%	\$ 2,413	\$ 29	1.2%
Accomodation and Food Services	\$ 38,965	11.3%	\$ 45,173	\$ (6,208)	-13.7%
Other Services	\$ 15,945	4.6%	\$ 18,661	\$ (2,716)	-14.6%
	<u>\$ 344,021</u>		<u>\$ 421,414</u>	<u>\$ (77,393)</u>	<u>-18.4%</u>

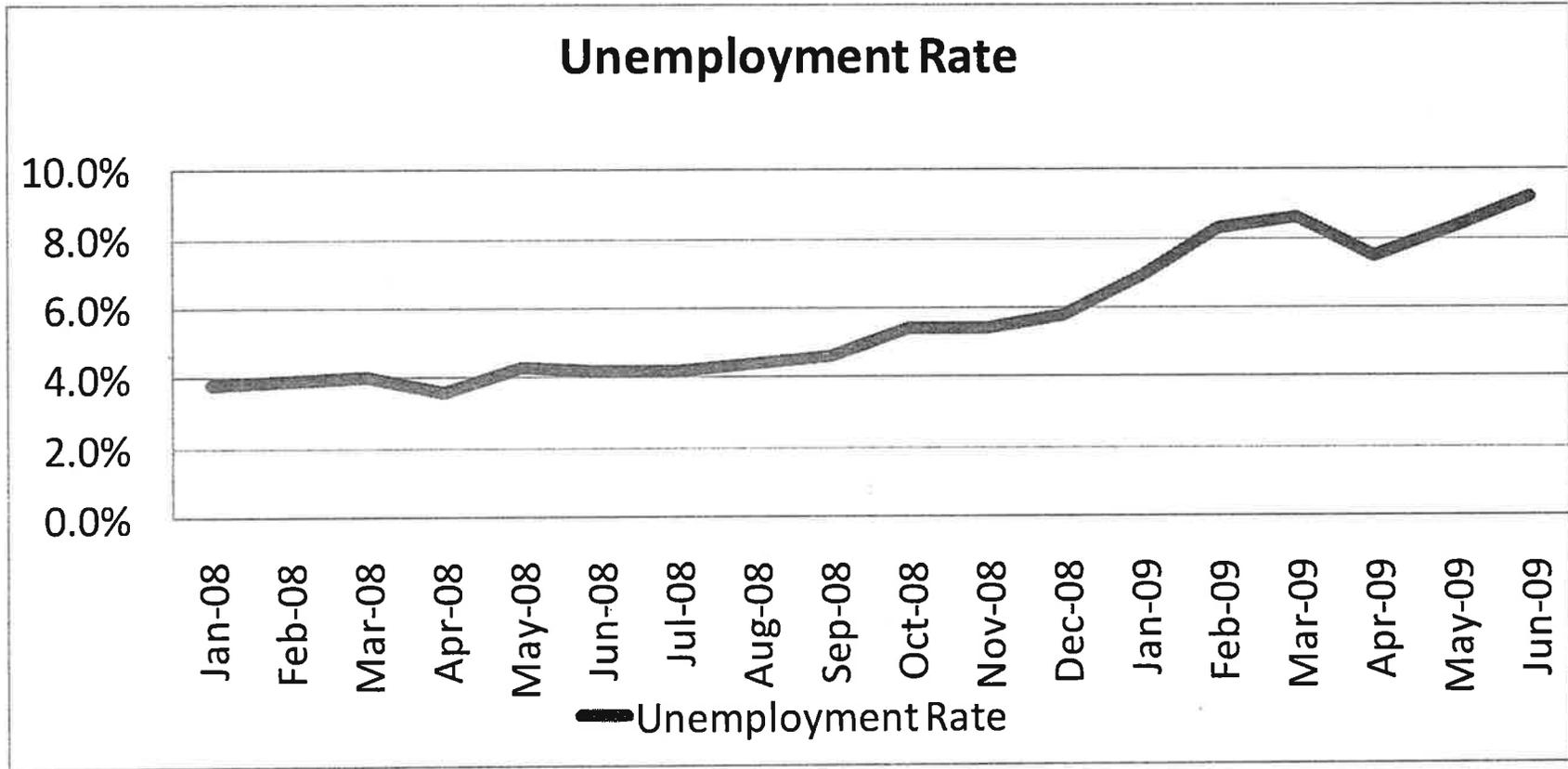
SALES TAX PERCENTAGE CHANGE FROM PRIOR YEAR SAME MONTH



REAL ESTATE EXCISE TAX PERCENTAGE CHANGE FROM PRIOR YEAR SAME MONTH



CITY OF BURIEN UNEMPLOYMENT RATE





Notice of Construction

99

Construction will commence in August 2009 for the:
Mathison Park Phase II and Trail Construction Project

Background

The Mathison Park is located at 533 South 146th Street, Burien, Washington. Improvements will include an accessible trail connecting the north and south ends of the park; playground equipment for younger children; additional picnic tables, benches, and trash receptacles; and interpretive signage throughout the park explaining its many features.

This project will provide an accessible trail through the length of the park; accessible view points of Mt. Rainier; a looping interpretive trail suitable for walkers & joggers; picnic areas along the trails; invasive plant removal and native revegetation. This project is designed to provide accessible recreational opportunities that enhance the forested nature of the site, as well as take advantage of the topography to provide views of Mt. Rainier, Puget Sound and SeaTac Airport.

The trail system has two components: The first is a paved, accessible trail that connects to the existing trail developed as part of Phase 1, which weaves through the forested center of the property, connects both ends of the park, provides access for two neighborhoods, preserves the significant trees, and provides universal access to the picnic areas. The second component of the trail system is a soft-surface exercise and interpretive path that loops around the perimeter of the property. The trail system will provide access to four viewing areas with benches, as indicated in the park's master plan.

A significant portion of this project will involve the removal of invasive plants, primarily ivy, blackberry and holly, and replacement with native species. The park layout was carefully considered, keeping in mind usability, user safety and CPTED (Crime Prevention through Environmental Design) principles.

Please see the details of improvements on the reverse side of this letter.

Construction Schedule

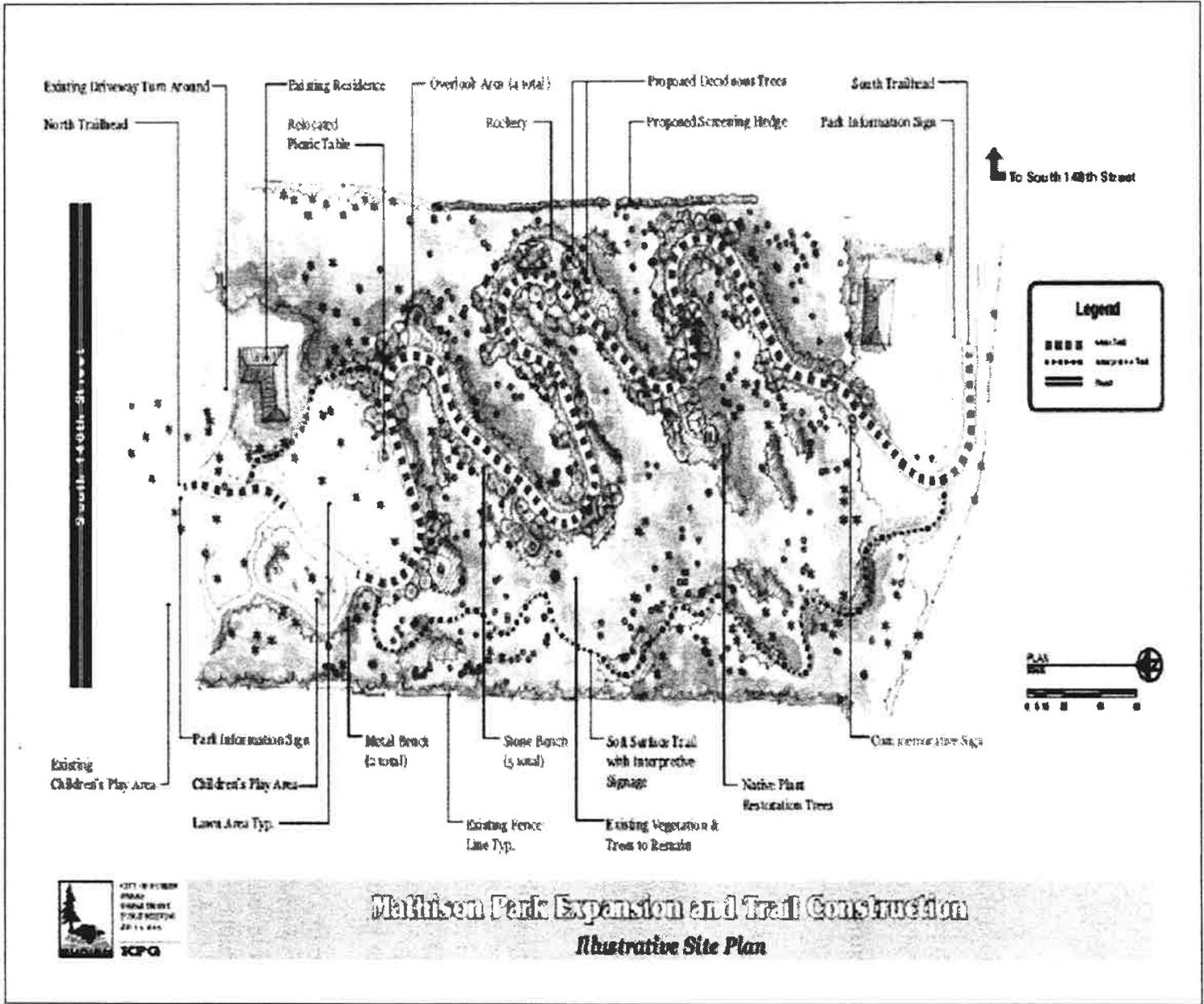
L. W. Sundstrom has been awarded the construction project contract and will begin construction in early August.

Contact Information

For more information about the project, please contact Steve Roemer at 206/248-5513, or via e-mail at stever@burienwa.gov.

Notice of Construction

Construction will commence in August 2009 for the:
Mathison Park Phase II and Trail Construction Project



**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Review of Council Proposed Agenda Schedule		Meeting Date: August 17, 2009
Department: City Manager	Attachments: <u>Proposed Meeting Schedule</u>	Fund Source: N/A Activity Cost: N/A Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Contact: Monica Lusk, City Clerk		
Telephone: (206) 248-5517		
Adopted Work Plan Priority: Yes No <input checked="" type="checkbox"/>	Work Plan Item Description: N/A	
PURPOSE/REQUIRED ACTION:		
<p>The purpose of this agenda item is for Council to review the proposed City Council meeting schedule. New items or items that have been rescheduled are in bold.</p>		
BACKGROUND (Include prior Council action & discussion):		
<p>According to City Council policies, the proposed meeting schedule is reviewed during the last meeting of each month.</p>		
OPTIONS (Including fiscal impacts):		
<ol style="list-style-type: none"> 1. Review the schedule, and add, delete, or move items. 2. Review the schedule and make no modifications. 		
Administrative Recommendation: Review the schedule.		
Committee Recommendation: N/A		
Advisory Board Recommendation: N/A		
Suggested Motion: None required.		
Submitted by: Monica Lusk Administration 	 City Manager	
Today's Date: August 11, 2009	File Code: R:/CC/AgendaBill2009/081709cm-1 proposedagendareview.doc	

CITY OF BURIEN
PROPOSED COUNCIL AGENDA SCHEDULE
2009

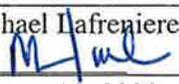
103

3rd Quarter

1. **Discussion on and Possible Motion to Adopt Ordinance No. 522, Relating to Appointments to the Arts Commission, Parks and Recreation, and Planning Commission Advisory Boards.**
(Scheduled on 8/24 - Special Meeting – City Manager)
2. **Discussion on Annexation Vote Results.**
(Scheduled on 8/24 - Special Meeting – City Manager)
3. 9/7 Council Meeting Cancelled - (Labor Day)
4. **Proponents of Initiative Measure No. 1033 Concerns State, County and City Revenue.**
(Scheduled on 9/14 - City Manager)
5. **Opponents of Initiative Measure No. 1033 Concerns State, County and City Revenue.**
(Scheduled on 9/14 - City Manager)
6. **Discussion on and Possible Approval of 2010 SKCEDI Legislative Positions.**
(Scheduled on 9/14 - City Manager)
7. **Discussion on Potential Impacts of Initiative Measure No. 1033 Concerns State, County and City Revenue.**
(Scheduled on 9/14 - Finance)
8. Discussion on Draft 2010 Key Legislative Policies and Priorities.
(Scheduled on 9/14 - City Manager)
9. Discussion on Proposed Tenant Protection Program.
(Scheduled on 9/14 - Council direction on 6/15)
10. Update on the Wellness Cluster.
(Rescheduled from 6/15 to 9/14 - City Manager)
11. **Discussion on Proposed Ordinance No. 520, Amending Hearing Examiner Duties to Include Building and Construction Codes Adopted in BMC Title 15.**
(Scheduled on 9/14 – Community Development)
12. **Discussion on Proposed Ordinance No. 521, Amending Title 15 to Adopt National Electrical Code as Amended by Washington Cities Electrical Code and the City of Burien.**
(Scheduled on 9/14 – Community Development)
13. **Discussion on SW 153rd Street Beautification Program.**
(Scheduled on 9/14 - Council direction on 5/4, 11)
14. Update on Downtown Parking Study Implementation.
(Rescheduled from 6/15 to 9/28 – Community Development)
15. **Discussion on Community Revitalization Financing.**
(Rescheduled from 8/17 to 9/28 - Council direction on 7/20)
16. **Discussion on Potential Financial Long-Term Solutions**
(Rescheduled from 8/17 to 9/28 - Finance)

**CITY OF BURIEN
AGENDA BILL**

105

Agenda Subject: Motion to Approve Performance Contract Agreement Amendment with WA State Dept. of General Administration for New Interim Community Center Project & the Reallocation of \$500,000 to the Project CIP		Meeting Date: August 17, 2009
Department: Parks, Recreation and Cultural Services	Attachments: 1. Staff Memo 2. Amendment to Performance Contracting Agreement w/ General Administration 3. Project Budget Summary	Fund Source: Parks & General Government CIP Activity Cost: \$1.5 million Amount Budgeted: \$1 million Unencumbered Budget Authority: \$913,985
Contact: Michael Lafreniere, Director of Parks, Recreation & Cultural Services		
Telephone: (206) 988-3703		
Adopted Initiative: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Initiative Description: Repurposing the old Burien Library and other tenant improvements	
PURPOSE/REQUIRED ACTION: The project budget for the renovation of the old Burien Library will require an adjusted CIP and additional funding. The purpose of the agenda item is to take action on a staff recommendation concerning the project and the proposed budget.		
BACKGROUND: See attached staff memo.		
OPTIONS : 1. Proceed with project using a combination of \$500,000 in supplemental funds, including: <ul style="list-style-type: none"> • Approve the reallocation of \$190,000 from existing Parks Acquisition & Development CIP; • Internally borrow \$235,000 from General Fund with repayment from \$23,000/year energy savings, and; • Allocate the remaining \$75,000 from Capital Projects Reserve Fund Balance (formerly the Senior Center Reserve Fund) to the Community Recreation Center – Library Remodel CIP. 2. Utilize funds from other Parks and General Government CIP funds. 3. No further action. Mothball old library as is. 4. Hold further discussion.		
Administrative Recommendation: Approve Performance Contract Agreement Amendment with WA State Dept. of General Administration for New Interim Community Center Project & the Reallocation of \$500,000 to the Project CIP per Option #1		
Committee Recommendation: N/A		
Advisory Board Recommendation: N/A		
Suggested Motion: Move to Approve Performance Contract Agreement with WA State Dept. of General Administration for New Interim Community Center Project & the Reallocation of \$500,000 to the Project CIP		
Submitted by: Michael Lafreniere Administration 		Mike Martin City Manager 
Today's Date: August 11, 2009		File Code: R:\CC\Agenda Bill 2009\081709pks-2 Library Remodel CIP.docx

**CITY OF BURIEN, WASHINGTON
MEMORANDUM**

TO: Mayor Joan McGilton
Councilmembers
cc: Mike Martin, City Manager
FROM: Michael Lafreniere, Director of Parks, Recreation & Cultural Services
DATE: August 11, 2009
SUBJECT: New Interim Community Center Improvements / Old Library Repurposing

The conversion of the old Burien Library into an interim Burien Community Center was estimated for CIP purposes at \$1 million. As a significant part of the project was going to involve HVAC system changes and potential energy conservation savings resulting from modifications of the 20,000 square foot open space design, I elected to use the State's **Energy Services Performance Contracting (ESPC)** Program administered by the Dept. of General Administration (GA) to assess the options. A full study, design and cost estimate process for the project has now been completed.

Through the ESPC program, a pre-qualified energy services company (or "ESCO") was contracted to determine the needed tenant improvements and retrofits that would result in energy savings. McKinstry was the ESCO selected to conduct the study. The cost of converting the building's 20,000 sf of open design into meeting rooms, offices, and installing needed HVAC modifications to meet code requirements for air handling is now estimated at \$1.49 million (including \$733,052 for mechanical, electrical and energy project related costs, \$543,107 for general construction, and @\$213,000 for final design, permits, project management, contingencies, etc.). The Dept. proposes to use the State's ESPC Program to complete the project. If Council concurs, the City would contract the State GA for project administration services, and the State then contracts the ESCO to complete the work.

The ESCO has proposed the installation of a Variable Refrigerant Flow System as the primary HVAC system to supplement the existing system during extreme temperatures. (VRF systems are used in 50% of medium-sized commercial buildings in Japan.) "Performance Contracting" means that this project is guaranteed by the contractor to save over \$20,000 annually in utility bills. (Note: a separate energy conservation project with Seattle City Light will save another \$3,000 at the old Community Center; the total \$23,000 annual savings or \$233,000 over ten years, can be used to offset the additional project cost.) The ESCO's scope is inclusive of completing measure and verification after one year to confirm the savings. If the savings are less than what was projected and guaranteed, the ESCO is responsible for the difference. Other considerations include:

- The project will reduce carbon emissions by over 298K lbs per year.
- Using the ESPC's "design/build" process, the project is estimated to be a \$267,931 better value than completing a "design/bid/build" process over the life of the project.
- Using performance contracting, the budget is GMAX ("guaranteed maximum") and it's likely that bids will come in less than budget. Estimate: \$75K (10% of construction bid scope).
- As the project budget is GMAX and includes over \$62K in contingency, assuming there is no change in project scope (which is unlikely at this stage as we have close to a permit set of Arch drawings), this contingency will not be spent and goes back to owner.
- As the project budget is GMAX, ESPC projects do not generally have change orders (unless it is owner-directed scope changes).

In addition to a Council authorization to complete the work using the State's ESPC Program, the project will require \$500,000 in supplemental funds in order to proceed. With the concurrence of the City's Finance Director and City Manager, the Dept. proposes to shift \$500,000 from other sources to complete the project.

INTERAGENCY Amendment*Department of General Administration*

Date: August 7, 2009
 Agreement No: 2009-ERG-523
 Project No.: 2009-238
 Amendment No: 1

**Interagency Agreement Between the
 Department of General Administration
 And
 City of Burien**

The parties to this Agreement, the Department of General Administration, Division of Facilities, Engineering & Architectural Services, hereinafter referred to as "GA", and the City of Burien, hereinafter referred to as the "CITY", hereby amend the Agreement as follows:

1. Statement of Work

GA shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" and Attachment "C", attached hereto and incorporated herein by reference. Unless otherwise specified, GA shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A" and Attachment "C".

Projects shall be authorized by Amendment to this Agreement.

**1.1 Burien Community Center Energy Improvements outlined in McKinstry
 Essention's Energy Services Proposal dated July 20, 2009.**

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by GA under Attachment "A" of this Agreement, the CITY will pay GA a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

For Monitoring Services provided by GA under Attachment "C" of this Agreement, the CITY will pay GA \$2,000.00 annually for each year of monitoring and verification services.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CITY, after GA has reviewed, approved and sent the invoices to the CITY for payment.

4.1 Energy Project Management Fee for the Community Center Energy Improvements is \$34,600.00

The new total Agreement value is \$34,600.00.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Burien

**Department of General Administration
Division of Facilities
Engineering & Architectural Services**

Title _____ Date _____

John W. Lynch, P.E.
Assistant Director

Title _____ Date _____

095231AAam1em

ATTACHMENT A

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2009-151

GA will provide the following project management services for each specific project for the CITY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CITY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Identify potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Identify appropriate project funding sources and assist with obtaining project funding.
5. Review and approve ESCO energy/utility audits and Energy Services Proposals.
6. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B

2009-11 Interagency Reimbursement Costs for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
\$5,000,000 - or more	1.1% of project cost	\$25,500
Below 5,000,000	\$68,800	\$25,500
" 4,000,000	64,900	23,600
" 3,000,000	59,900	21,700
" 2,000,000	52,800	19,600
" 1,500,000	47,800	17,150
" 1,000,000	40,800	16,150
" 900,000	38,900	15,000
" 800,000	36,900	13,950
" 700,000	34,600	12,800
" 600,000	31,900	11,500
" 500,000	28,700	10,100
" 400,000	24,800	8,800
" 300,000	19,800	7,300
" 200,000	10,500	4,400
" 100,000	6,500	3,000
" 50,000	4,000	2,000
" 20,000	2,000	1,000

1. These fees cover project management services for energy/utility conservation projects managed by GA's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CITY decides not to proceed with the project through GA.
3. If the project meets the CITY's cost effectiveness criteria and the CITY decides not to move forward with a project, then the CITY will be invoiced per Attachment B Termination or \$25,500.00 whichever is less. If the CITY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CITY's established Cost Effectiveness Criteria, then there is no cost to the CITY and no further obligation by the CITY.

ATTACHMENT C

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2009-151

If requested GA will provide the following monitoring services for each specific project for the CITY.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.



**City of Burien Parks Department
Burien Community Center Remodel**

Monthly Budget Report

Reporting Period:
Update as of July 24, 2009

	Budget	Contracted Authority	Project Life to Date Costs	Remaining Budget
1. Construction				
Construction - M/E/P	\$ 733,052.00			\$ 733,052.00
Construction - Architectural	\$ 543,107.00			\$ 543,107.00
Design & Estimating Contingencies / Escalation	\$ -			\$ -
Construction Contingency	\$ -			\$ -
Owner's Contingency	\$ 20,000.00			\$ 20,000.00
Sub-TOTAL	\$ 1,296,159.00	\$ -	\$ -	\$ 1,296,159.00
2. Owner Costs				
Architect Design & Reimbursements	\$ 84,000.00	\$ 16,015.00		\$ 84,000.00
Subconsultant Design	\$ -			\$ -
Builder's Risk Insurance	\$ 5,000.00			\$ 5,000.00
Testing & Inspection	\$ -			\$ -
Permits	\$ 8,000.00			\$ 8,000.00
Utility Connections/Fees	\$ -			\$ -
Project Management (SOJ)	\$ 70,000.00	\$ 70,000.00	\$ 22,180.00	\$ 47,820.00
Project Management (State GA)	\$ -			\$ -
SCL/PSE Rebate (Anticipated)	\$ (9,473.00)			\$ (9,473.00)
Owner's Contingency	\$ 16,700.00			\$ 16,700.00
Sub-TOTAL	\$ 174,227.00	\$ 86,015.00	\$ 22,180.00	\$ 152,047.00
3. Additional Costs				
Public Art	\$ -			\$ -
FF&E	\$ 10,000.00			\$ 10,000.00
Miscellaneous Costs	\$ -			\$ -
Move Costs	\$ 10,000.00			\$ 10,000.00
Sub-TOTAL	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
BURIEN COMMUNITY CENTER REMODEL TOTAL COSTS	\$ 1,490,386.00	\$ 86,015.00	\$ 22,180.00	\$ 1,468,206.00

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Motion to Appoint Member to Prepare Con Statements for the ballot measure establishing a \$25 annual vehicle license fee for two years in order to fund two high priority projects from the Pedestrian and Bicycle Facilities Plan		Meeting Date: August 17, 2009
Department: City Manager	Attachments:	Fund Source: N/A Activity Cost: N/A Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Contact: Jenn Ramirez Robson, Management Analyst		
Telephone: (206) 439-3165		
Adopted Initiative: Yes X No	Initiative Description: Prioritize and advance specific high priority projects identified in the Pedestrian and Bicycle Facilities Plan.	
<p>PURPOSE/REQUIRED ACTION: The purpose of this agenda item is for Council to consider appointing a member to write a statement in opposition to the proposed \$25 annual vehicle license fee ballot measure that will be included in the Voters' Pamphlet.</p> <p>BACKGROUND (Include prior Council action & discussion):</p> <p>On July 20, 2009 the City Council appointed Joe Fitzgibbon, Gloria Gould-Wessen and Tara Grumm to the Pro Committee. At that time, no one had been identified to serve on the Con Committee so Council amended that motion to extend the nomination period for Con Committee members.</p> <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> <p>OPTIONS (Including fiscal impacts):</p> <ol style="list-style-type: none"> 1. Appoint member to prepare con statements for the Transportation Benefit District \$25 Annual Vehicle License Fee ballot measure in the Voters' Pamphlet. 2. Do not appoint member, resulting in no con statements published in the Voters' Pamphlet. 		
Administrative Recommendation: Appoint Chestine Edgar to the Con Committee .		
Committee Recommendation: N/A		
Advisory Board Recommendation: N/A		
Suggested Motion: Move to appoint Chestine Edgar to the Con Committee for Voters' Pamphlet Statements for the Transportation Benefit District \$25 Annual Vehicle License Fee Ballot Measure.		
Submitted by: Jenn Ramirez Robson		
Administration 	City Manager 	
Today's Date: August 11, 2009	File Code: R:\records\CC\Agenda Bill 2009\081709cm-4 TBD vehicle license fee pro con member.docx	

**CITY OF BURIEN
AGENDA BILL**

Agenda Subject: Discussion on Proposed Ordinance No. 517, Amending the Burien Municipal Code Relating to the Disclosure of Public Records		Meeting Date: August 17, 2009
Department: City Manager	Attachments: Proposed Ordinance No. 517	Fund Source: N/A Activity Cost: N/A Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Contact: Monica Lusk, City Clerk		
Telephone: (206) 248-5517		
Adopted Initiative: Yes No <input checked="" type="checkbox"/>	Initiative Description:	
PURPOSE/REQUIRED ACTION:		
<p>The purpose of this agenda item is for Council to discuss proposed Ordinance No. 517, amending the City's municipal code relating to the disclosure of public records.</p>		
BACKGROUND (Include prior Council action & discussion):		
<p>The proposed changes will amend the City's code to more closely resemble the model rules drafted and adopted by the Attorney General in 2007 at the direction of the State Legislature. The proposed amendments removes the exemptions because they are listed in Washington's code and will keep the City's code in line with the changes in State law.</p>		
OPTIONS (Including fiscal impacts):		
N/A		
Administrative Recommendation: Hold discussion and consider placing proposed Ordinance No. 517 on the September 14, 2009, Consent Agenda for approval.		
Committee Recommendation: N/A		
Advisory Board Recommendation: N/A		
Suggested Motion: None required.		
Submitted by: Monica Lusk Administration 	Mike Martin City Manager 	
Today's Date: August 11, 2009	File Code: R:/CC/AgendaBill2009/081709cm-2 public records	

DRAFT

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 517

**AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON,
RELATING TO PUBLIC RECORDS; AMENDING CHAPTER 2.40 OF
THE BURIEN MUNICIPAL CODE, PROVIDING FOR
SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the State public disclosure laws require the City to adopt and enforce reasonable rules and regulations to provide full public access to public records, to protect public records from damage or disorganization, and to prevent excessive interference with other essential functions of the City while ensuring that the rules and regulations provide for the fullest assistance to inquirers and the most timely possible action on requests for information; and

WHEREAS, the City desires now to update rules and regulations relating to disclosure of public records previously adopted by the City and codified at Chapter 2.40 of the Burien Municipal Code;

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

Section 1. Repeal and Re-adoption of Section 2.40.100 BMC (Provision of Public Access.)

Section 2.40.100 of the Burien Municipal Code is hereby repealed in its entirety and re-adopted to read as follows:

2.40.100 Provision of Public Access.

~~2.40.100 Provision of public access.~~

~~(1) Requests for access to public records shall be accepted by phone, fax, mail or in person. Upon receiving a request to inspect a copy of public record, the department shall grant the request unless it determines that the record requested is or may be exempt from disclosure in whole or in part or that uncertainty exists as to whether the record is exempt from disclosure in whole or in part, in which case the department shall ask that a written request (or written request form) for public records be submitted by the requester.~~

(1) The City Clerk is hereby designated as the public records officer of the City of Burien. The public records officer serves as the "point of contact" for members of the public seeking public records and has responsibility to oversee compliance with the public disclosure act. The public records officer is not required to personally fulfill requests for public records. A request can be processed by a City employee other than the public records officer.

(2) (a) Any person wishing to inspect or copy public records of the City should make the request in writing on the City's public disclosure request form, or by letter, fax, or e-mail addressed to the public records officer and including the following information:

- Name of requestor;
- Address of requestor;
- Other contact information, including telephone number and any e-mail address;
- Identification of the public records adequate for the public records officer or designee to locate the records; and
- The date and time of day of the request.

(b) If the requestor wishes to have copies of the records made instead of simply inspecting them, he or she should so indicate and make arrangements to pay for copies of the records or a deposit.

(c) A form is available for use by requestors at the office of the public records officer and on-line at www.burienwa.gov.

(d) The public records officer or designee may accept requests for public records that contain the above information by telephone or in person. If the public records officer or designee accepts such a request, he or she will confirm receipt of the information and the substance of the request in writing.

(3) Any completed written request for a City of Burien public record received by a City employee, shall ~~immediately~~ upon such receipt ~~by the department,~~ be promptly delivered ~~by the department~~ to the city clerk.

(34) Upon receiving a completed written request for records (or written request form) the city clerk shall determine whether the record requested is exempt by law from inspection and copying in whole or in part. The city clerk shall consult with the city attorney in making such determination.

~~(4) Within five business days of receiving a public record request, the city must respond by:~~

~~(a) Either providing the record;~~

~~(b) Acknowledging that the city has received the request and providing a reasonable estimate of the time the city will require to respond to the request; or~~

~~(c) Denying the public record request.~~

~~(5) If the city clerk determines that the document is exempt in part but can be made available after deletion of exempt portions, the request shall be granted; provided, that such exempt portions shall first be deleted.~~

~~(6) In acknowledging receipt of a public record request that is unclear, the city may ask the requester to clarify what information the requester is seeking. If the requester fails to clarify the request, the agency need not respond to it.~~

~~(7) If the city clerk determines to deny the request, in whole or in part, a written statement of the specific reasons for the denial shall be provided the requester. __~~

Section 2. Repeal of Section 2.40.110 BMC (Exemptions). Section 2.40.100 of the Burien Municipal Code is hereby repealed in its entirety.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This ordinance shall 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 D. Bacha, Interim City Attorney
Kenyon Disend, PLLC

Filed with the City Clerk: August 10, 2009

Passed by the City Council:

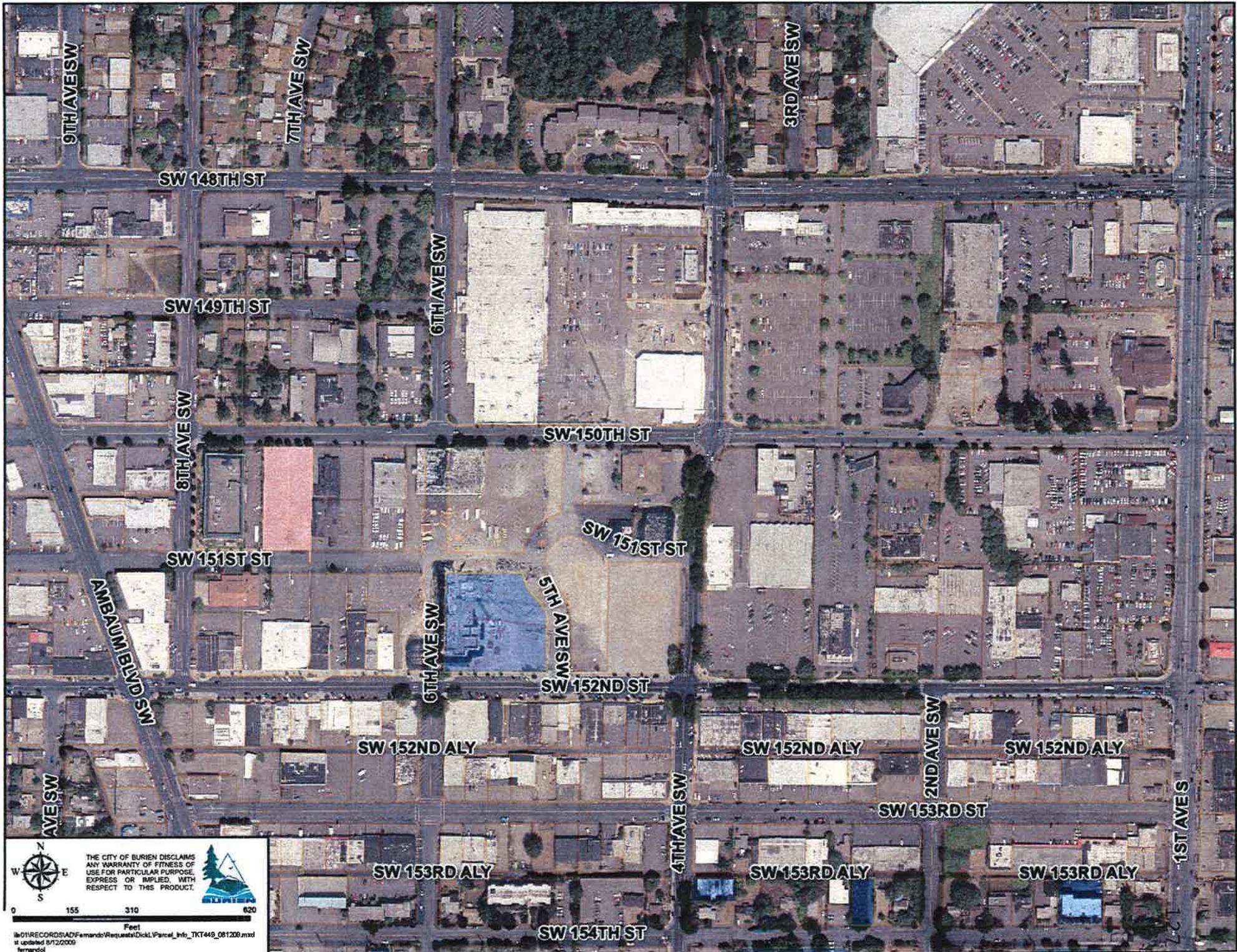
Ordinance No. 517

Date of Publication:

**CITY OF BURIEN
AGENDA BILL**

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Agenda Subject: Discussion on Replacement Parking/Future Burien Fire Station		Meeting Date: August 17, 2009
Department: City Manager	Attachments: Downtown Overview	Fund Source: N/A Activity Cost: N/A Amount Budgeted: N/A Unencumbered Budget Authority: N/A
Contact: Mike Martin, City Manager / Dick Loman, Economic Development Manager		
Telephone: (206) 248-5503 / (206) 248-5528		
Adopted Initiative: Yes No <input checked="" type="checkbox"/>	Initiative Description: N/A	
PURPOSE/REQUIRED ACTION: The purpose of this agenda item is for Council to hold a discussion on replacement parking within the city of Burien's general central business district.		
BACKGROUND (Include prior Council action & discussion): At the August 3 City Council meeting, Burien/ Normandy Park Fire Chief, Mike Marrs presented his initial findings on possible locations for a new state of the art Fire Station in downtown Burien. Based on its initial research, the Department is looking at property between Ambaum Boulevard SW and 4 th Avenue SW, from Southwest 146 th St. to Southwest 154 th Street. In choosing a new location, Chief Marrs wants to establish an average response time of no more than seven minutes anywhere within the district. The City's present parking lot on SW 151 st Street is near the top of the list, according to Chief Marrs. Because of the critical need for adequate, convenient public parking for Town Square and the general central business district, Council directed the City Manager to return at the August 17 Council meeting with possible solutions to the replacement parking needs.		
OPTIONS (Including fiscal impacts): N/A		
Administrative Recommendation: Hold discussion.		
Committee Recommendation: N/A		
Advisory Board Recommendation: N/A		
Suggested Motion: None required.		
Submitted by: Dick Loman Administration	Mike Martin City Manager	
Today's Date: August 12, 2009	File Code: R:/CC/AgendaBill2009/081709cm-5 replcmnt pkg future fire station	



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