



## CITY COUNCIL MEETING AGENDA

February 8, 2010

SPECIAL MEETING, Miller Creek Conference Room, 3<sup>rd</sup> Floor

For the purpose of holding a discussion on naming the 2010 Citizen Award recipients

6:30 p.m.

and

COUNCIL MEETING, 1<sup>st</sup> Floor

7:00 p.m.

Burien City Hall  
400 SW 152<sup>nd</sup> Street  
Burien, Washington 98166

PAGE NO.

|   |   |   |
|---|---|---|
| <b>1. CALL TO ORDER</b>                 |   |   |
| <b>2. PLEDGE OF ALLEGIANCE</b>          |   |   |
| <b>3. ROLL CALL</b>                     |   |   |
| <b>4. AGENDA CONFIRMATION</b>           |   |   |
| <b>5. PUBLIC COMMENT</b>                | To receive comments on <i>topics other than public hearing topics</i> . Individual will please limit their comments to three minutes, and groups to five minutes.   |   |
| <b>6. CORRESPONDENCE FOR THE RECORD</b> | <ul style="list-style-type: none"> <li>a. Email Dated January 28, 2010, from Diane Summerhays Regarding Alaskan Way Viaduct Agreement.</li> <li>b. Email Dated January 28, 2010, from Adelle Comfort Regarding 6:00 Thursday 1/28/10.</li> <li>c. Response from K. Scott Kimerer, Burien Police Chief, to Email Dated February 1, 2010, from Dave Schmidt Regarding Crime Wave in Neighborhood.</li> <li>d. Letter Received February 2, 2010, from April Carr Regarding Metro Transit Service and Ideas for Improvements.</li> <li>e. Response from Lisa Clausen, Government Relations Specialist, to Email Dated February 3, 2010, from Meg Van Wyk Regarding Metro Bus Service.</li> <li>f. Response from Lisa Clausen, Government Relations Specialist, to Email Dated February 3, 2010, from Jim Branson Regarding Enforcement of Park Rules and Laws.</li> </ul> | <ul style="list-style-type: none"> <li>3.</li> <li>11.</li> <li>13.</li> <li>19.</li> <li>21.</li> <li>25.</li> </ul> |

COUNCILMEMBERS

Joan McGilton, Mayor  
Jack Block, Jr.      Kathy Keene

Rose Clark, Deputy Mayor  
Lucy Krakowiak

Brian Bennett  
Gordon Shaw

# CITY COUNCIL MEETING AGENDA

February 8, 2010

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| <b>7. CONSENT AGENDA</b>  | a. Approval of Vouchers: Numbers 24087 - 24238 in the Amount of \$557,151.05.  | 27.  |
|                           | b. Approval of Minutes: Council Meeting, February 1, 2010.   | 45.  |
|                           | c. Motion to Adopt Ordinance No. 534, Relating to Surface Water Management.  |      |
| <b>8. BUSINESS AGENDA</b> | a. City Manager's Report.  | 49.  |
|                           | b. Discussion on a Proposed Joint Development Agreement with Southwest Suburban Sewer District (SWSSD).  | 57.  |
|                           | c. Motion on Naming the 2010 Annual Citizen Award Recipients.  | 97.  |
|                           | d. Discussion on 2009-2010 Budget Amendment Related to Annexation Expenditures and Revenues.   | 103. |
|                           | e. Discussion on Draft Ordinance No. 535, Establishing that Projected Annexation Costs Exceed Projected Revenue Pursuant to RCW 82.14.415 Establishing the .1% State Sales Tax Credit. | 115. |
| <b>9. COUNCIL REPORTS</b> |  |      |
| <b>10. ADJOURNMENT</b>    |  |      |

## Lisa Clausen

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**From:** Summerhays, Diane [Summerhays.D@portseattle.org]  
**Sent:** Thursday, January 28, 2010 1:02 PM  
**To:** Beckett, Kurt; Bernie Dorsey - Highline Public Schools; Bev Willison -- City of Tukwila; Sheckler, Bob - City of Des Moines; Marshall, Brenda; Brian Wilson - City of Federal Way; Brooke Lindquist -- City of Federal Way; Gallagher, Clare; Summerhays, Diane; Doug Schulze - Normandy Park; Leavitt, Elizabeth; George Hadley -- City of Normandy Park; 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; Kimberly Matej -- City of Tukwila; 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; Holland, Robert; Rose Clark; McEvoy, Shawn - City of Normandy Park; Lancaster, Steve - Planning Dir. (Tukwila); Bowman, Sue - City of Des Moines; Anderson, Terry - City of SeaTac Council Member; Todd Cutts - City of SeaTac; Piasecki, Tony - City Manager (Des Moines); Wanda Skoog -- Highline Public Schools  
**Cc:** del Fierro, Sally  
**Subject:** Alaskan Way Viaduct Agreement  
**Attachments:** 7c\_MOA\_FINAL\_VERSION submitted to Commission.docx

Dear Highline Forum Members:

This is to give you a "heads up" on an important regional transportation agreement that is being considered between the Port and Washington State regarding the replacement for the Alaskan Way Viaduct. Although the Viaduct is not in our collective backyard, its replacement is a critical part of our regional infrastructure, and we would like to keep you informed and involved in the Port's activity on this issue.

As a key stakeholder of the Alaskan Way Viaduct and Seawall Replacement program, your voice is important to the Port of Seattle as the Commission considers entering into an agreement with the State of Washington to support this critical transportation connection. The Port's international trade, aviation, economic development, tourism and passenger terminal activities are vital to the economic well-being of the region and the state, supporting nearly 194,000 jobs. The Bored Tunnel replacement alternative is a vital issue for the Port.

The State and the Port are both committed to improving transportation access to and through the waterfront, ensuring connectivity between the Interbay, Ballard and Duwamish industrial areas and Sea-Tac Airport, minimizing construction disruption, and increasing opportunities for the public and freight to access the central waterfront and our working waterfronts.

Attached is a draft copy of the Memorandum of Agreement (MOA) that outlines the parties' 1) General Principles; 2) Responsibilities; and 3) Funding. **The Port Commission is**

CFTR: 02/08/10

asking for your input before they make a decision on the MOA . There are several ways in which you can comment over the next two weeks:

- **E-mail** comments to: <mailto:viaduct@portseattle.org>
- **Mail** comments must be received by close of business Monday, 2/8. Mail to:  
Viaduct MOA Comments  
Attn: Christine Lee, Regional Transportation  
PO Box 1209  
Seattle, WA 98111
- **Public testimony** can be provided at two upcoming Commission meetings:
  - Tuesday, February 2, 1:00 pm, Aviation High School, 615 S. 200<sup>th</sup> St., Des Moines
  - Tuesday, February 9, 1:00 pm, Port Headquarters, Pier 69, 2711 Alaskan Way

**The Port Commission is expected to make a decision on the MOA, following public comments, at their February 9 meeting.**

Thank you for your involvement in the Viaduct Replacement issue. We hope you'll take this opportunity to share your views with the Commission on the draft MOA and the Port's participation. If you have any questions, please contact:

- Mike Merritt, Local Government Relations, [merritt.m@portseattle.org](mailto:merritt.m@portseattle.org), 206-787-3411
- Geri Poor, Regional Transportation, [poor.g@portseattle.org](mailto:poor.g@portseattle.org), 206-787-3778

MEMORANDUM OF AGREEMENT  
NO. GCA 4444  
ALASKAN WAY VIADUCT AND  
SEAWALL REPLACEMENT PROGRAM  
BORED TUNNEL ALTERNATIVE

This agreement (“Agreement”) for the Alaskan Way Viaduct and Seawall Replacement Program (“AWVSRP”) is made and entered into between the State of Washington (“State”) and the Port of Seattle (“Port”), collectively the “Parties” and individually the “Party.”

WHEREAS, in the 1950s, the City of Seattle (“City”) and the Washington State Department of Transportation jointly designed and built the Alaskan Way Viaduct (“Viaduct”) to accommodate passenger and freight mobility into the foreseeable future; and

WHEREAS, the central waterfront section of the Viaduct is a critical north-south transportation facility of regional, state and national significance, one of two limited access routes through Seattle’s urban core carrying more than 100,000 vehicles daily; and

WHEREAS, the Duwamish and Interbay industrial areas in Seattle are served by the SR 99 corridor and constitute a significant portion of Seattle’s maritime and industrial sector which accounts for more than 120,000 jobs and an estimated \$28.5 billion in annual revenue city-wide; and

WHEREAS, in 2001 the Nisqually earthquake damaged the Viaduct and Seawall; and

WHEREAS, the Viaduct and Seawall are at risk of sudden and catastrophic failure in an earthquake and are nearing the end of their useful lives; and

WHEREAS, various studies conducted have determined that it is not feasible to upgrade the existing Viaduct structure to modern transportation standards, and a failure to replace the Viaduct capacity would result in unacceptable congestion for freight and other traffic within the harbor and industrial areas; and

WHEREAS, in March 2007, the Washington State Governor, the King County Executive, and the Mayor of Seattle pledged to advance a series of key SR 99 projects (Moving Forward Projects) that will facilitate the removal and/or repair of key portions of SR 99, which are Yesler Way Vicinity Stabilization Project, Electrical Line Relocation, Battery Street Tunnel Fire and Life Safety Upgrades, SR 99 Lenora to Battery Street Tunnel Improvements, the SR 99 South Holgate Street to South King Street Viaduct Replacement Project, and Transit Enhancements and Other Improvements; and

WHEREAS, in 2008 the State and its partners agreed to guiding principles for replacing the Viaduct: improve public safety; provide efficient movement of people and goods now and in the future; maintain or improve downtown Seattle, regional, Port and state economies; enhance Seattle’s waterfront, downtown and adjacent neighborhoods as a place for people; create solutions that are fiscally responsible; and improve the health of the environment; and

WHEREAS, in 2008 the State and its partners considered public comment from 16 meetings of a stakeholder advisory committee made up of representatives from business, labor, environmental, and neighborhood interests and more than one thousand public comments collected during quarterly public meetings; and more than 50 community briefings; and

WHEREAS, on December 15, 2008 the Port of Seattle Commission (Port Commission) cited the advantages of a sub-surface option and approved a motion calling for further study of a sub-surface option coupled with surface and transit improvements; and

WHEREAS, in January 2009, the Governor of Washington state, the Mayor of Seattle and the King County Executive jointly recommended replacing the Viaduct with a bored tunnel beneath downtown Seattle in conjunction with improvements in surface streets and transit service, and Port of Seattle CEO, Tay Yoshitani, endorsed the deep-bore tunnel concept; and

WHEREAS, the Washington State Legislature passed ESSB 5768 and the Governor signed the bill into law designating and funding the Bored Tunnel Program as the replacement for the Viaduct; and

WHEREAS, in October 2009, the City and the State entered into a Memorandum of Agreement agreeing to principles to proceed with the AWVSRP; and

WHEREAS, the State and the Port are committed to a replacement for the Viaduct that will improve transportation access to and through the waterfront, including access for over eight million annual ferry riders, ensure connectivity between the Interbay, Ballard and Duwamish industrial areas and Seattle-Tacoma International Airport, including a corridor for oversized vehicles, provide access to port cargo, fishing and cruise facilities, minimize construction disruption, and increase opportunities for the public and freight to access the shoreline and waterfront; and

WHEREAS the Port's international trade, aviation, economic development, tourism and passenger terminal activities are vital to the economic growth of the region and the state, supporting nearly 194,000 jobs in the region, and the State and the Port support infrastructure improvements necessary to achieve growth in trade and jobs and increase our region's competitiveness in global markets; and

WHEREAS the Viaduct corridor is crucial to the region's freight mobility because it provides for 1.5 million freight trips annually by grade-separation of through traffic, rail lines and industrial corridors near the Port's marine terminals, which support the movement of \$30 billion in international and domestic cargo through the Port each year; and

WHEREAS the improvements to the surface street system in the vicinity of the corridor segment from S. Holgate Street to King Street are designed to increase access to Terminal 46 and other port waterfront facilities ; and

WHEREAS the Port is funding projects that are part of or complement the AWVSRP and which will provide capacity for future growth and improved safety, including the East Marginal Way Overpass, Spokane Street widening, Duwamish Intelligent Transportation System (ITS) and the SR 519 South Seattle Intermodal Access Project Phase 2; and

WHEREAS, the parties recognize the uniqueness of the City's Mercer Corridor West Project (Mercer Corridor West) in providing access for freight, cruise buses and public transit, and the need to sustain north-south mobility in the period following completion of the tunnel and during construction of waterfront street improvements.

NOW, THEREFORE, the Parties agree to the following principles to proceed with the AWVSRP:

I. GENERAL PRINCIPLES:

- A. The Port supports the proposed AWVSRP with the bored tunnel alternative and related system improvements, as the design which affords essential transportation capacity, significant environmental benefits, and minimizes construction-related disruption on the waterfront.
- B. The Port recognizes the economic importance of an efficient SR 99 roadway network with complementary system improvements for the effective movement of freight and goods locally, nationally and internationally.
- C. The Port and State will continue to work collaboratively toward the successful completion of the AWVSRP.
- D. Complementary system upgrades to the transportation system will be completed, including SR 519, Spokane Street Widening, Mercer Corridor from Interstate 5 to Elliott Avenue, East Marginal Way Overpass, North Argo Access, Duwamish Intelligent Transportation Systems, Seawall Replacement (or rehabilitation), and transit enhancements.
- E. The State and the Port will work together to review funding plans by the City and King County for their implementation the aforementioned complementary elements of the AWVSRP.

II. RESPONSIBILITIES:

A. STATE:

1. The State shall endeavor to open the bored tunnel for operation by the end of 2015.
2. The AWVSRP will be designed to provide functionality equal to or better than what is available today to facilitate efficient movement of freight and other traffic on the west side corridors of the Seattle transportation system from the Duwamish neighborhood to Ballard-Interbay and protect access to fishing, cruise and other Port facilities.

3. The design of the north and south portals and their connection to the street system shall be designed to accommodate freight movements and provide access for buses serving the port's cruise facilities. The State will coordinate with the Port prior to making any changes to the design elements reviewed by the Port under II B below.
4. The State shall work to minimize and mitigate its construction impacts on Port activities, customers and tenants, and will coordinate with the Port and its tenants to ensure productive operations during construction.

B. PORT:

1. Port staff shall participate in timely review and comment of the State's design elements of the tunnel and north and south portals and the Central Waterfront surface street to ensure adequate connection to freight and cruise facilities
2. Port staff shall participate in the State's planning for construction mitigation and maintenance of traffic.

III. FUNDING:

A. STATE:

As defined by ESSB 5768, the total state contribution for AWVSRP is \$2.4 billion in state funds and \$400 million in toll revenue for a total state contribution of \$2.8 billion toward the following state program elements:

1. The proposed bored tunnel from north of S. Royal Brougham Way to Harrison Street; and
2. Surface street connection from S. King Street along Alaskan Way to Elliott and Western avenues, ending at Battery Street, including replacement of the Marion Street pedestrian overpass; viaduct removal; Battery Street Tunnel decommissioning; and
3. Completion of the Moving Forward Projects; and
4. Central Waterfront Construction Mitigation.

B. PORT:

To the extent feasible and authorized by the Port Commission, the Port shall fund or procure funding within the life of the project not to exceed \$300 million toward the state's program elements, except as described in Section 4 below:

1. Funding must be for elements that will improve transportation access to and through the waterfront; ensure connectivity for freight and cruise-related vehicles between Interbay, Ballard and Duwamish industrial areas, Interstate 5 and Interstate 90 and Seattle-Tacoma International Airport; provide access for port cargo, fishing and cruise facilities; minimize construction disruption; and increase opportunities for the public and freight to access the shoreline and waterfront.
2. The Port will take steps to obtain funding as described herein while retaining at all times the strategic financial capability to meet its overall public obligations: maintaining current assets; responding to emerging customer or market demands; continuing significant environmental remediation and

- restoration projects; and maintaining sufficient transportation access in and around its facilities.
3. The Port and State acknowledge that contributions will be made during the life of the AWVSRP but no funds are being authorized by the Port Commission upon approval of this Agreement. The Parties intend to request authorization from the Port Commission for a portion of the Port's contribution to AWVSRP as early as possible in 2010.
  4. The sum of \$25 million will be counted toward the Port's \$300 million contribution to the AWVSRP as follows:
    - a. Up to \$19 million for existing or recently completed Port funding commitments on transportation projects related to the SR 99 system (such as the East Marginal Way Overpass, SR 519 Phase 2, the Spokane Street Viaduct, and the Duwamish ITS).
    - b. The remaining \$6 million will be allocated to those projects complementary to the AWVSRP, such as Mercer Corridor West, as negotiated by the Parties. Allocation of the \$6 million under this subsection will be based upon valid data and traffic analysis agreed to by the Parties.
  5. A funding plan describing the specific timing and amounts of the Port's contribution over the life of the AWVSRP will be developed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last day and year written below.

**PORT OF SEATTLE**

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF WASHINGTON**

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
By (print)

\_\_\_\_\_  
Signature  
Assistant Attorney General

Date: \_\_\_\_\_



## Lisa Clausen

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**From:** Council  
**Sent:** Friday, January 29, 2010 5:33 PM  
**To:** 'Adelle Comfort'  
**Subject:** RE: 6:00 Thursday 1/28/10

Thank you for cc'ing the City Council on your message. It will be provided to the Councilmembers for their information.

L. Clausen  
City Manager's Office

**From:** Adelle Comfort [mailto:adelle1016@comcast.net]  
**Sent:** Thursday, January 28, 2010 6:03 PM  
**To:** noiseabatement@portseattle.org  
**Cc:** Council  
**Subject:** 6:00 Thursday 1/28/10

The roar from the airport is unacceptable tonight. I can't walk my dog without a solid roar.

I can hear it through my 1948 Brick house that has double paned windows.

I live on protected high bank waterfront where this noise is now going over the channel where eagles soar and whales migrate. Or used to !!

Why do we let the FAA determine how the greater metropolitan Seattle area lives its life?

We spent millions of dollars on Seahurst park and now we are polluting it with jet fuel and jet noise.

Shame on the respective cities that prostitute our neighborhoods so that we can make a few bucks.

I am incensed and do not think I should pay high taxes for a neighborhood that did not have airport noise! I pay \$8000 a year in taxes!!

Adelle 14329 23d Ave SW  
Burien 98166

CFTK: 02/08/10





# Burien

*Washington, USA*

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

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

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

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February 3, 2010

Mr. Dave Schmidt  
2705 Southwest 164<sup>th</sup> Place  
Burien, WA 98166

**RE: BLOCK WATCH CONCERNS**

Dear Mr. Schmidt:

Thank you for your correspondence regarding criminal activity in your neighborhood. The Burien Police Department shares your concern over the recent number of incidents over the past several months. It is important for us to hear from citizens and especially the Block Watch Captains. I have reviewed all of the reported calls for service. We continue the investigations on those and our detectives have made progress on at least one of the cited cases.

Your information will help us look at any patterns to see what future strategies we will use in your neighborhood. At this time I can offer that I will emphasize to our officers working the street to be aware of the issue in your area and provide additional patrols when available.

Please continue to let us know of any new incidents and keep your neighbors involved with the Block Watch. This is one of the best in the City.

Respectfully,

K. Scott Kimerer  
*Police Chief/City of Burien*

*CFTR: 02/08/10*

*cc: Police Chief for response 02/01/10*



## Lisa Clausen

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**From:** Council  
**Sent:** Monday, February 01, 2010 11:10 AM  
**To:** 'Olympic View Bed and Breakfast'  
**Subject:** RE: Letter to Burien City Council Members

Thank you for writing to the Burien City Council. Your message (with attached letter) will be included in the Correspondence for the Record for next week's Council meeting.

Lisa Clausen  
City Manager's Office

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**From:** Olympic View Bed and Breakfast [mailto:[innkeeper@olympicviewbb.com](mailto:innkeeper@olympicviewbb.com)]  
**Sent:** Monday, February 01, 2010 9:20 AM  
**To:** Council  
**Subject:** Letter to Burien City Council Members

Letter to Burien City Council Members. See attached.

Dave Schmidt  
Block Watch Captain 164th and Maplerwild  
2705 SW 164th Place  
Burien, Washington 98166  
Phone: 206.200.8801  
E-mail: [innkeeper@olympicviewbb.com](mailto:innkeeper@olympicviewbb.com)



January 31, 2010

Dear Burien Council Members,

I'm writing this to inform the council of a crime wave we are seeing in our neighborhood. I'm informing you in hopes that the council can work on a few key elements in doing job one. Keeping the citizens of Burien safe at home and on their property. This is a brief recap of what has been happening recently in our neighborhood of 164<sup>th</sup> and Maplewild.

Dec 8th, at 146th & 24th a home was broken into and robbed and vandalized in the daytime. On 11/6 163rd & Maplewild, a garage and storage unit were broke into and robbed at night. On Jan 13 at my house on 164th Place at 1:30 p.m. (mid afternoon), a male Hispanic backs a truck into our driveway part way up. Walks up our long drive, looks at the house and walks directly to our garage/ carport. I got there 15 seconds after him and he had my sons bike in his hands. I managed to get him off the property real quick. Then I got the keys and the truck. Turns out it was a stolen truck. On Jan 20 at about 12:30 a.m. at 16211 and 25th next to Mike Martins home. A man attempted to enter a downstairs sliding door. The home owner woke up and checked it out from above and hit the floods. The thief acted like he was drunk and told them to go back to bed. They found evidence that he was in a couple other yards also. It took the police 30 minutes to respond to an attempted break in. The station is 5 minutes away! Not the officers fault, here's what they had going on. At 12:41 am south 177th PL /3rd ave. Domestic Violence shots fired - apartment has history of physical violence. At 12:49 am South 152nd St /6th ave S. Trespass in progress / Man refuses to leave hallway in secured Apartment. At 1:13 am SW 149th /Ambaum. Commercial burglary. Then at 1:17 am a call comes from SW 148th / 4th ave SW. At 1:33 the police arrived at the neighbors.

On Jan 23, at 3:45 am 164th and 25th ave the neighborhood was awoken to the sounds of about 10-14 gunshots. A few think it was fireworks but the people who know what gun shots sound like are fairly sure of the sound. Ask Mayor McGilton or Mr. Martin what they think, I'm sure they heard them. The following night at 4am many people heard one single shot closer to the water.

The last couple nights our neighborhood has been in the cross hairs of solicitors. Myself, a block watch captain for the area around 164th and Maplewild and another block watch captain for the area of 25 ave SW, informed this solicitor she needed a permit from the city of Burien to solicit. She ended up leaving the neighborhood. I was hoping that after explaining the laws to her, that was going to be the end of that and hopefully she would tell all the others to stay away. Well that didn't happen and the following night, another girl going door to door from the same organization. No permit to show but said another girl had it down the road and wouldn't leave. I called the police and about ten minutes later THREE police cars show up. They explained to the girl that she was breaking the law and told the other young 20 year old captain to get the other five solicitors out of the city limits immediately.

My personal dilemma is the fact that we have put our heart and soul into establishing a reputable Bed and Breakfast business. However, in the course of our business with guests on the property we have had to deal with an attempted robbery and gun shots in the middle of the night. It's bad enough with our business down due to the economy, but I'm not looking forward to the day that our guests write a review about not feeling safe or saying they were awakened by gun shots in the neighborhood.

This is just a small recap of what has happened in our small little town of Burien. I have heard that we are not the only ones in Burien with this problem. I also heard that the Shorewood area has had the same problems over there. As a tax paying citizen of Burien I would urge the city council of Burien to start working on ways you can enhance some laws to better protect your citizens. I would also hope that you get some more police out patrolling and work on finding some solution to quicker response times. I have some ideas on both of these requests should anyone on the council care to talk with me. I have talked with Jim Bibby about some of my concerns and have major issues with some of the responses I was given.

Dave Schmidt

Block Watch Captain 164<sup>th</sup> and Maplewild  
2705 SW 164<sup>th</sup> Place

Burien, Washington 98166

Phone: 206.200.8801

E-mail: [innkeeper@olympicviewbb.com](mailto:innkeeper@olympicviewbb.com)

To Burien City Council members

I have been a metro rider for many years. I saw a bus bill board with a slogan that "I ride the bus because it is convenient". It is anything but convenient to get to and from work. It takes 2 sometimes 3 buses to get from Burien to Fremont and 1-2 hours. I can drive the same distance in 30-45 minutes. There are disruptive people, drunk people, smelly people, loud people and people (mostly tourists) with loads of questions. All I want to do is get to work in peace and get home after a long day of working. Now there is talk of reducing the bus services, adding lanes to 520 and a car tab tax.

I have a car in order to drive to a park and ride or I can walk a block up the street to the bus stop. Not everyone has a car to get to a park and ride or are within walking distance of a bus. I enjoy the walk to the bus stop in the summer and spring when the weather gets better. The 123 (the two times before 6am) that I ride the most, always has a dozen or so people on it from Gregory Heights before it gets to the park and ride or after it leaves the park and ride to Gregory Heights. That would be hundreds of people a year without options. It could even force people (who have cars, including me) to give up on mass transit.

The solution to congestion is not more freeway lanes or bridges with more car lanes. We should be moving people around the Sound NOT cars! We need to find ways to produce less CO2 from going into the air that end up in our bodies of water. Have we learned nothing from movies ("A Sea Change" [www.aseachange.net](http://www.aseachange.net) or "An Inconvenient Truth") or scientists or other countries (Norway and Germany)? What about "green roofs" to reduce heat going into the air among other benefits? I don't want to give up on the planet. I don't want to even imagine what the world would be like without zooplankton or whales. It is all connected. One link is broken and we won't have coral reefs, fish, mammals or sharks. Because when we kill the smallest animal or plant that we think is insignificant, we are killing ourselves. I don't have kids but I do have a niece and nephews and I have cousins and friends with kids.

What are we leaving behind? Can we afford to follow the same path by adding car lanes, damming up rivers, digging up coal, and so on? Can we continue to cut bus routes, hoping that people will still be able or willing to ride them? I believe the answer is "no". Instead of ranting on about the problems we face as a city, nation and world, I have a few ideas.

- A. Pay when a person gets on the bus regardless of the direction they are going (Italy, Ireland).
- B. Separate bus route that loops between Seattle Center and Safeco field.
  - 1. limited ride free zone operated by separate buses.
  - 2. Step on/ off bus (Australia). Pay \$0.25 when getting on the bus or a \$5.00 pass for the day.
- C. No ride free zone AT ALL.
- D. Ride free zone funded differently (either as is or limited as in point B).
  - 1. Use tab tax on car.
    - 1. Give discount if you can show you ride the bus more than 2x a week (i.e. \$50.00 if you don't, \$20.00 if you do).
  - 2. Create non-profit or use an existing City/State program.
    - 1. Give free pass if unemployed, retired, disabled, earn less then minimum wage or veteran.
    - 2. Supported by businesses and nonprofits. I always heard that the ride free zone was created to promote shopping.
- E. A license for bikes that would have a small (\$10-20) yearly renewal fee (Oregon).
  - 1. Money could fund :
    - 1. Metro
    - 2. Bicycle lanes
    - 3. Bicycle racks on buses
  - 2. Tickets for breaking the law could also help to fund the above.
  - 3. I have a car and ride the bus. Same as having a bike and riding the bus.
  - 4. I pay taxes for education but I don't have kids. Same as having a bike but not riding the bus.

CPTK: 02/08/10  
PC: 02/02/10 / CC: Metro Transit

We can look to other countries for their incentives for riding mass transit (bus, train, ferries..) and their system of payment. Canada has a public transit tax credit (canada.gc.ca). Australia has the bus route for tourists. Europe buses you pay when you get on the bus. At train stops in Europe the buses were going into the towns and surrounding areas. Now is not the time to look to the past or do what has always been done. But rather to think beyond yesterday and into the future. It is time to ask how can it be done better, what are other cities & countries doing (Australia, Canada, Germany) for mass transit. The question is, how do we connect the dots and not sever them. In other words, how do you provide the bus service that benefits everyone and not cut service.

We need to look at ways to reduce CO2 from going into the water. With high CO2, shellfish and a type of very small animal that Salmon eat, can't keep strong shells. There are whole food webs that start with the tiniest of creatures. We need to look to companies such as Johnston and Johnston for using methane from a land fill to produce energy for their plant or Google who put solar panels on their buildings. Countries like Norway who are looking into wind mills to provide energy for their whole country or the hotel that uses the ocean to produce energy for their Hotel. Hybrids and electric cars another way but not everyone can afford them.

There are those that say it would be too expensive but it only costs 1-2% of th GNP to use non CO2 producing energy methods. People need incentives to use these alternatives (buses, green roofs, solar energy, wind energy, trains, etc.) or to be able to afford hybrids or electric cars.

I hope you read this letter and take into account the ideas I put forth for your consideration. I am a Washington native, Seattle Aquarium Volunteer, Beach Naturalist and a concerned citizen. I have seen many changes in Seattle & Washington, not all of them good. I think to cut back on buses and ferries would be a mistake that the city can't afford to make. The environment needs people to stay on the buses, ferries and trains to reduce pollution.

April Carr

April Carr  
16436 15<sup>th</sup> Ave SW  
Burien WA  
98166

RECEIVED

FEB 02 2011

CITY OF BURIEN

## Lisa Clausen

---

**From:** Council  
**Sent:** Thursday, February 04, 2010 11:02 AM  
**To:** 'meg van wyk'  
**Subject:** RE: Metro Bus Service

Dear Ms. Van Wyk:

City staff consulted with Metro Transit regarding your inquiry. The information below was sent to us, to describe the service changes about to occur:

Here is a summary of changes to Metro bus service affecting Burien for the February 2010 Service Change, which take effect on Saturday, February 6th:

- Route 140 is being revised to serve the Tukwila International Boulevard Link Station at International Blvd & Southcenter Blvd (S 154th Street) and operate more direct east-west routing via Southcenter Boulevard. This routing will be 10-12 minutes faster than the current routing for trips from Burien to Tukwila/Southcenter and Renton. Buses will operate to and from Burien Transit Center every 15 minutes on weekdays until 6 p.m.; evening service will be upgraded from every 60 minutes to every 30 minutes. Route 140 will provide quick connections with Link, with a travel time of only 10-12 minutes between Burien Transit Center and Tukwila International Boulevard Station. Route 140 will no longer operate through the Sea-Tac Airport bus stops or McMicken Heights.
- Mid-day trips on Route 121 between approximately 9:15 a.m. and 2:15 p.m. will be discontinued as part of administrative service reductions to achieve budget targets. However, Metro will also add two new morning peak trips serving Burien Transit Center at 7:06 a.m. and 8:00 a.m. and two new afternoon trips leaving 3rd Avenue/Pike Street in downtown Seattle at 3:47 p.m. and 4:35 p.m. to provide more seats during the heaviest travel times. The new trips are being funded by the Washington State Department of Transportation as construction mitigation for the Alaskan Way Viaduct and seawall replacement projects.
- Route 180 between Burien and Auburn will be revised to operate on Air Cargo Road and International Boulevard to serve the new SeaTac/Airport Link Station at International Blvd/S 176th Street, and will no longer operate on the Airport drives to the main terminal.
- In regard to process, the changes to routes 140 and 180 were the subject of a public outreach process in 2008-2009 and were approved as part of a service change ordinance by the King County Council in May 2009. The discontinuation of mid-day trips on Route 121 is an administrative action since it affects fewer than 25% of the riders on this route.
- Metro anticipates that the new Route 140 service will provide a good alternative to the past Route 121 mid-day service because the transfer waiting times will be short: Route 140 operates every 15 minutes and Link operates every 10 minutes during mid-day hours.

Regarding your questions about "negotiations" on service, there is no provision for a Councilmember from any city to be involved in negotiating specific Metro Transit service. Former Councilmember Blazak served on two transportation-related boards but they have no role in establishing specific transit service. The Mayor currently serves on the Regional Transit Committee of the King County Council but that committee addresses broad policy matters and not specific routes or service levels. The King County Council establishes the Metro budget, and that budget had reductions for this year. Metro Transit is responsible for determining how to carry out those budget cuts.

I hope this helps to clarify the new bus schedule situation.

Thank you-  
Lisa Clausen  
Burien City Manager's Office

**From:** meg van wyk [mailto:mjvanwyk@comcast.net]  
**Sent:** Wednesday, February 03, 2010 8:26 AM

CFTR: 02/08/10  
cc: RE: Metro 02/03/10

**To:** Council  
**Subject:** Metro Bus Service

Metro just announced the new bus schedule serving Burien Park and Ride. The last express service from the Burien P & R to downtown Seattle will now leave at 9:18 am. Commuters will not be able to find another express until 1:10 pm. This leaves a four hour gap without express service. Is this the kind of service Burien should accept?

My understanding of the process was a council member needed to be in these negotiations and needed to be part of the lobbying. Sue Blazak was this former member. I am asking who is replacing her position in this matter? Could this council member please contact me as to what your efforts will be in this matter? If no council member is taking this up, could there be a discussion ASAP to resume this representation?

Thank you,

Meg Van Wyk

Service revisions begin Saturday February 6.

Some midday trip eliminations on the 121, but two new a.m. and two new p.m. peak-period trips added.

Northbound trips leaving the Burien Transit Center at 9:58 am, 10:26 am and 1:09 pm, southbound trips leaving 3rd Ave & Pike St at 9:17 am and 1:36 pm, and the southbound trip leaving 7th Ave & Blanchard St at 12:17 pm will be discontinued.

Northbound Route 121 to downtown Seattle will have two new peak-period trips arriving at 3rd Ave & Pike St about 7:35 and 8:30 am. Southbound Route 121 to Burien will also have two new peak-period trips leaving 7th Ave & Blanchard St about 3:39 and 4:27 pm. WSDOT is funding these additional peak-period trips on Route 121 to keep people, businesses and the economy moving during Alaskan Way Viaduct construction. Visit [www.wsdot.wa.gov/projects/viaduct](http://www.wsdot.wa.gov/projects/viaduct)

<<http://links.govdelivery.com:80/track?type=click&enid=bWFpbGluZ2lkPTcwNzU4OCZtZXNzYWdlaWQ9UFJELUJVTTC03MDc1ODgmZGF0YWJhc2VpZD0xMDAxJnNlcmlhbD0xMjE1NjY5MzM4JmVtYWlsaWQ9amt2YW53eWtAY29tY2FzdC5uZXQmdXNlcmlkPWprdmFud3lrQGNvbWNhc3QubmV0JmV4dHJhPSYmJg=&&&100&&&http://www.wsdot.wa.gov/projects/viaduct>>.

More service change information:

<http://metro.kingcounty.gov/up/scvchange.html>

<<http://links.govdelivery.com:80/track?type=click&enid=bWFpbGluZ2lkPTcwNzU4OCZtZXNzYWdlaWQ9UFJELUJVTTC03MDc1ODgmZGF0YWJhc2VpZD0xMDAxJnNlcmlhbD0xMjE1NjY5MzM4JmVtYWlsaWQ9amt2YW53eWtAY29tY2FzdC5uZXQmdXNlcmlkPWprdmFud3lrQGNvbWNhc3QubmV0JmV4dHJhPSYmJg=&&&101&&&http://metro.kingcounty.gov/up/scvchange.html>>

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King County Metro

[\\_www.kingcounty.gov/metro](http://www.kingcounty.gov/metro)

<<http://links.govdelivery.com:80/track?type=click&enid=bWFpbGluZ2lkPTcwNzU4OCZtZXNzYWdlaWQ9UFJELUJVTC03MDc1ODgmZGF0YWJhc2VpZD0xMDAxJnNlcmlhbD0xMjE1NjY5MzM4JmVtYWlsaWQ9amt2YW53eWtAY29tY2FzdC5uZXQmdXNlcmlkPWprdmFud3lrQGNvbWNhc3QubmV0JmV4dHJhPSYmJg==&&&102&&&http://www.kingcounty.gov/metro>>\_

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\* Questions about the service? [support@govdelivery.com](mailto:support@govdelivery.com)

<<mailto:support@govdelivery.com>>

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Sent on behalf of King County Department of Transportation • 201 S Jackson St. • Seattle, WA 98104 • 206-684-1955



## Lisa Clausen

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**From:** Council  
**Sent:** Thursday, February 04, 2010 10:59 AM  
**To:** 'james.branson.206@gmail.com'  
**Subject:** RE: Enforcement of Park Rules and Laws

Dear Mr. Branson:

Thank you for writing to the Burien City Council. Your message and this response will be included in the Correspondence for the Record for the next Council meeting.

Since the City has contracted for police services since incorporation, please contact the King County Sheriff's Office to obtain the information you seek:

By mail or in person - King County Courthouse, 516 Third Ave., Room W-116, Seattle, 98104; or Website - <http://www.kingcounty.gov/safety/sheriff/Services/Disclosure.aspx>; or Call the King County Sheriff's Office Records Unit at (206) 296-4190.

Thank you-

Lisa Clausen  
City Manager's Office

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

**From:** Janet Stallman On Behalf Of Burien  
**Sent:** Thursday, February 04, 2010 8:07 AM  
**To:** Council  
**Subject:** FW: Enforcement of Park Rules and Laws

I am forwarding this as Correspondence for the Record from the "Burien" box.

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

**From:** Jim Branson [mailto:james.branson.206@gmail.com]  
**Sent:** Wednesday, February 03, 2010 11:17 PM  
**To:** Burien  
**Subject:** Enforcement of Park Rules and Laws

Mayor McGilton and Council Members:

As any visitor to a Burien Park knows, the posted rules are never enforced. A minority of people who don't follow the rules are allowed to ruin things for everyone else. I would like to know if any citations or arrests have ever been made for any of the following: trespassing after the posted closing time; graffiti; vandalism; off-leash dogs; littering; or destruction of public property, since the incorporation of Burien in 1993. If so, I would like to see some sort of documentation of those citations or arrests.

Jim Branson  
Seahurst

CFR: 02/08/10



## 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 8<sup>TH</sup> day of February, 2010 the FOLLOWING:

CHECK NOS.            24087-24238

IN THE AMOUNTS OF    \$557,151.05

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

Accounts Payable  
Checks for Approval



User: liliac  
Printed: 02/03/2010 - 1:51 PM

| Check Number | Check Date | Fund Name    | Account Name                   | Vendor Name  | Amount   |
|--------------|------------|--------------|--------------------------------|--------------|----------|
| 24087        | 01/22/2010 | General Fund | Miscellaneous                  | CITI BANK    | 35.00    |
| 24087        | 01/22/2010 | General Fund | Office And Operating Supplies  | CITI BANK    | 22.04    |
| 24087        | 01/22/2010 | General Fund | Admission and Entrance Fees    | CITI BANK    | 783.17   |
| 24087        | 01/22/2010 | General Fund | Office And Operating Supplies  | CITI BANK    | 83.96    |
| 24087        | 01/22/2010 | General Fund | Office And Operating Supplies  | CITI BANK    | 40.00    |
| 24087        | 01/22/2010 | General Fund | Office And Operating Supplies  | CITI BANK    | 409.34   |
| 24087        | 01/22/2010 | General Fund | Office And Operating Supplies  | CITI BANK    | 48.17    |
| 24087        | 01/22/2010 | General Fund | Office And Operating Supplies  | CITI BANK    | 174.57   |
| 24087        | 01/22/2010 | General Fund | Admission and Entrance Fees    | CITI BANK    | 354.34   |
| 24087        | 01/22/2010 | General Fund | Office And Operating Supplies  | CITI BANK    | 83.44    |
| 24087        | 01/22/2010 | General Fund | Burien Marketing Strategy      | CITI BANK    | 230.33   |
| 24087        | 01/22/2010 | General Fund | Miscellaneous                  | CITI BANK    | 35.00    |
| 24087        | 01/22/2010 | General Fund | Office And Operating Supplies  | CITI BANK    | 114.68   |
| 24087        | 01/22/2010 | General Fund | Office And Operating Supplies  | CITI BANK    | 114.68   |
| 24087        | 01/22/2010 | General Fund | Office And Operating Supplies  | CITI BANK    | 685.83   |
| 24087        | 01/22/2010 | General Fund | Admission and Entrance Fees    | CITI BANK    | 389.40   |
| 24087        | 01/22/2010 | General Fund | Registration - Trainng/workshp | CITI BANK    | 135.00   |
| 24087        | 01/22/2010 | General Fund | Miscellaneous                  | CITI BANK    | 311.42   |
| 24087        | 01/22/2010 | General Fund | Meals                          | CITI BANK    | 4.55     |
| 24087        | 01/22/2010 | General Fund | Miscellaneous                  | CITI BANK    | 237.70   |
| 24087        | 01/22/2010 | General Fund | Registration - Trainng/workshp | CITI BANK    | 25.00    |
| 24087        | 01/22/2010 | General Fund | Meals                          | CITI BANK    | 15.00    |
| 24087        | 01/22/2010 | General Fund | Registration - Trainng/workshp | CITI BANK    | 445.00   |
| 24087        | 01/22/2010 | General Fund | Registration - Trainng/workshp | CITI BANK    | 150.00   |
| 24087        | 01/22/2010 | General Fund | Registration - Trainng/workshp | CITI BANK    | -150.00  |
| 24087        | 01/22/2010 | General Fund | Office And Operating Supplies  | CITI BANK    | 428.05   |
| 24087        | 01/22/2010 | General Fund | Office And Operating Supplies  | CITI BANK    | 182.32   |
| 24087        | 01/22/2010 | General Fund | Meals                          | CITI BANK    | 28.00    |
| 24087        | 01/22/2010 | General Fund | Meals                          | CITI BANK    | 48.00    |
| 24087        | 01/22/2010 | General Fund | Miscellaneous                  | CITI BANK    | 35.00    |
|              |            |              |                                | Check Total: | 5,498.99 |

| Check Number | Check Date | Fund Name             | Account Name                  | Vendor Name                    | Amount   |
|--------------|------------|-----------------------|-------------------------------|--------------------------------|----------|
| 24088        | 01/22/2010 | General Fund          | Performance And Maint Bonds   | Rick Wells                     | 2,000.00 |
|              |            |                       |                               | Check Total:                   | 2,000.00 |
| 24089        | 01/29/2010 | General Fund          | Others - Eqpt/facility Leases | State of Washington            | 116.58   |
|              |            |                       |                               | Check Total:                   | 116.58   |
| 24090        | 01/29/2010 | General Fund          | Miscellaneous                 | State of Washington            | 303.41   |
| 24090        | 01/29/2010 | General Fund          | Miscellaneous                 | State of Washington            | 12.55    |
| 24090        | 01/29/2010 | General Fund          | Miscellaneous                 | State of Washington            | 67.89    |
| 24090        | 01/29/2010 | General Fund          | Miscellaneous                 | State of Washington            | 14.65    |
| 24090        | 01/29/2010 | General Fund          | Miscellaneous Contingencies   | State of Washington            | 2,624.38 |
| 24090        | 01/29/2010 | General Fund          | Miscellaneous                 | State of Washington            | 3,105.19 |
|              |            |                       |                               | Check Total:                   | 6,128.07 |
| 24091        | 02/01/2010 | General Fund          | Miscellaneous                 | ABC Legal Messengers, Inc.     | 14.00    |
| 24091        | 02/01/2010 | General Fund          | Professional Services         | ABC Legal Messengers, Inc.     | 57.00    |
|              |            |                       |                               | Check Total:                   | 71.00    |
| 24092        | 02/01/2010 | General Fund          | Repairs And Maintenance       | ADT Security Services          | 88.88    |
|              |            |                       |                               | Check Total:                   | 88.88    |
| 24093        | 02/01/2010 | General Fund          | Operating Rentals And Leases  | AIRGAS-NORPAC, INC.            | 8.22     |
| 24093        | 02/01/2010 | General Fund          | Operating Rentals And Leases  | AIRGAS-NORPAC, INC.            | 8.21     |
|              |            |                       |                               | Check Total:                   | 16.43    |
| 24094        | 02/01/2010 | Parks & Gen Gov't CIP | Construction Inspection       | Anchor Environmental, L.L.C.   | 2,674.00 |
|              |            |                       |                               | Check Total:                   | 2,674.00 |
| 24095        | 02/01/2010 | General Fund          | Professional Services         | Administrative Office of the C | 6.00     |
| 24095        | 02/01/2010 | General Fund          | Professional Services         | Administrative Office of the C | 72.00    |
|              |            |                       |                               | Check Total:                   | 78.00    |
| 24096        | 02/01/2010 | General Fund          | Dues/memberships              | American Public Works Associat | 1,008.00 |

| Check Number | Check Date | Fund Name    | Account Name                  | Vendor Name       | Amount          |
|--------------|------------|--------------|-------------------------------|-------------------|-----------------|
|              |            |              |                               | Check Total:      | <u>1,008.00</u> |
| 24097        | 02/01/2010 | General Fund | Utility Tax low income refund | Angelina Archer   | 9.72            |
|              |            |              |                               | Check Total:      | <u>9.72</u>     |
| 24098        | 02/01/2010 | General Fund | Telephone                     | AT&T Mobility     | 19.87           |
|              |            |              |                               | Check Total:      | <u>19.87</u>    |
| 24099        | 02/01/2010 | General Fund | Federal Lobbying Services     | Ball Janik LLP    | 3,833.33        |
|              |            |              |                               | Check Total:      | <u>3,833.33</u> |
| 24100        | 02/01/2010 | General Fund | Utility Tax low income refund | Tracy Baxter      | 38.21           |
|              |            |              |                               | Check Total:      | <u>38.21</u>    |
| 24101        | 02/01/2010 | General Fund | Utility Tax low income refund | Lila Bergamo      | 38.90           |
|              |            |              |                               | Check Total:      | <u>38.90</u>    |
| 24102        | 02/01/2010 | General Fund | Utility Tax low income refund | Josephine Bernard | 9.72            |
|              |            |              |                               | Check Total:      | <u>9.72</u>     |
| 24103        | 02/01/2010 | General Fund | Utility Tax low income refund | Nancy Black       | 24.80           |
|              |            |              |                               | Check Total:      | <u>24.80</u>    |
| 24104        | 02/01/2010 | General Fund | Utility Tax low income refund | Elisabeth Blum    | 38.04           |
|              |            |              |                               | Check Total:      | <u>38.04</u>    |
| 24105        | 02/01/2010 | General Fund | Prof. Svcs-instructors        | Kevin Boyd        | 174.00          |
|              |            |              |                               | Check Total:      | <u>174.00</u>   |
| 24106        | 02/01/2010 | General Fund | Utility Tax low income refund | Margaret Boyd     | 39.95           |

| Check Number | Check Date | Fund Name             | Account Name                   | Vendor Name                   | Amount          |
|--------------|------------|-----------------------|--------------------------------|-------------------------------|-----------------|
|              |            |                       |                                | Check Total:                  | <u>39.95</u>    |
| 24107        | 02/01/2010 | General Fund          | Printing/binding/copying       | Philip Hwang Kwang Nam        | 82.12           |
| 24107        | 02/01/2010 | General Fund          | Printing/binding/copying       | Philip Hwang Kwang Nam        | 27.38           |
| 24107        | 02/01/2010 | General Fund          | Printing/binding/copying       | Philip Hwang Kwang Nam        | 162.06          |
|              |            |                       |                                | Check Total:                  | <u>271.56</u>   |
| 24108        | 02/01/2010 | General Fund          | Utility Tax low income refund  | Hazel Brown                   | 9.72            |
|              |            |                       |                                | Check Total:                  | <u>9.72</u>     |
| 24109        | 02/01/2010 | Parks & Gen Gov't CIP | Construction                   | Burien Bark L.L.C.            | 224.20          |
|              |            |                       |                                | Check Total:                  | <u>224.20</u>   |
| 24110        | 02/01/2010 | Parks & Gen Gov't CIP | Project Development            | James Cary                    | 3,675.76        |
|              |            |                       |                                | Check Total:                  | <u>3,675.76</u> |
| 24111        | 02/01/2010 | General Fund          | Computer Related Supplies      | CDW-G                         | 235.35          |
|              |            |                       |                                | Check Total:                  | <u>235.35</u>   |
| 24112        | 02/01/2010 | General Fund          | Registration - Trainng/workshp | ANGELA CHAUFY                 | 52.08           |
|              |            |                       |                                | Check Total:                  | <u>52.08</u>    |
| 24113        | 02/01/2010 | General Fund          | Comprehensive Plan Costs       | Coast & Harbor Engineering    | 486.72          |
|              |            |                       |                                | Check Total:                  | <u>486.72</u>   |
| 24114        | 02/01/2010 | General Fund          | Code Supplement                | Code Publishing Co.           | 3,067.97        |
|              |            |                       |                                | Check Total:                  | <u>3,067.97</u> |
| 24115        | 02/01/2010 | General Fund          | Channel 21 Video Production    | COMCAST                       | 64.00           |
|              |            |                       |                                | Check Total:                  | <u>64.00</u>    |
| 24116        | 02/01/2010 | General Fund          | Human Svc-family/youth         | Consejo Counseling & Referral | 2,000.00        |

| Check Number | Check Date | Fund Name    | Account Name                   | Vendor Name                   | Amount   |
|--------------|------------|--------------|--------------------------------|-------------------------------|----------|
|              |            |              |                                | Check Total:                  | 2,000.00 |
| 24117        | 02/01/2010 | General Fund | Utility Tax low income refund  | Edward Courtney               | 51.08    |
|              |            |              |                                | Check Total:                  | 51.08    |
| 24118        | 02/01/2010 | General Fund | Nuisance Abatement Costs       | Clean Property Services, Inc. | 410.63   |
|              |            |              |                                | Check Total:                  | 410.63   |
| 24119        | 02/01/2010 | Street Fund  | Utilities - Traffic Signals    | City of Seattle               | 1,351.10 |
| 24119        | 02/01/2010 | Street Fund  | Utilities-street Lighting      | City of Seattle               | 3,447.49 |
| 24119        | 02/01/2010 | General Fund | Utilities                      | City of Seattle               | 14.49    |
|              |            |              |                                | Check Total:                  | 4,813.08 |
| 24120        | 02/01/2010 | General Fund | Utilities                      | City Of Seattle               | 300.12   |
|              |            |              |                                | Check Total:                  | 300.12   |
| 24121        | 02/01/2010 | General Fund | Printing/binding/copying       | Discover Buriem               | 205.31   |
|              |            |              |                                | Check Total:                  | 205.31   |
| 24122        | 02/01/2010 | General Fund | Publications                   | Daily Journal of Commerce     | 220.00   |
|              |            |              |                                | Check Total:                  | 220.00   |
| 24123        | 02/01/2010 | Street Fund  | Street Maintenance-non-county  | State of Washington           | 6,392.62 |
|              |            |              |                                | Check Total:                  | 6,392.62 |
| 24124        | 02/01/2010 | General Fund | Utility Tax low income refund  | Sandra Drillevich             | 28.35    |
|              |            |              |                                | Check Total:                  | 28.35    |
| 24125        | 02/01/2010 | General Fund | Small Tools & Minor Equipments | Dunn Lumber Co.               | 38.64    |
| 24125        | 02/01/2010 | General Fund | Office and Operating Supplies  | Dunn Lumber Co.               | 18.56    |
|              |            |              |                                | Check Total:                  | 57.20    |

| Check Number | Check Date | Fund Name             | Account Name                  | Vendor Name                    | Amount    |
|--------------|------------|-----------------------|-------------------------------|--------------------------------|-----------|
| 24126        | 02/01/2010 | General Fund          | Professional Services         | EarthCorps                     | 12,540.70 |
|              |            |                       |                               | Check Total:                   | 12,540.70 |
| 24127        | 02/01/2010 | General Fund          | Repair/maint-vehicle          | Elephant Car Wash              | 11.83     |
| 24127        | 02/01/2010 | General Fund          | Repairs And Maintenance       | Elephant Car Wash              | 11.83     |
|              |            |                       |                               | Check Total:                   | 23.66     |
| 24128        | 02/01/2010 | Parks & Gen Gov't CIP | Construction                  | Environmental Science Center   | 90,373.44 |
|              |            |                       |                               | Check Total:                   | 90,373.44 |
| 24129        | 02/01/2010 | Transportation CIP    | Construction                  | Frank Coluccio Construction Co | 80,326.15 |
|              |            |                       |                               | Check Total:                   | 80,326.15 |
| 24130        | 02/01/2010 | General Fund          | Professional Services         | FedEx                          | 5.16      |
|              |            |                       |                               | Check Total:                   | 5.16      |
| 24131        | 02/01/2010 | General Fund          | Utility Tax low income refund | Clarice Fenster                | 39.95     |
|              |            |                       |                               | Check Total:                   | 39.95     |
| 24132        | 02/01/2010 | General Fund          | Utility Tax low income refund | Thomas Fortson                 | 47.92     |
|              |            |                       |                               | Check Total:                   | 47.92     |
| 24133        | 02/01/2010 | General Fund          | Utility Tax low income refund | Thomas Fowler                  | 37.24     |
|              |            |                       |                               | Check Total:                   | 37.24     |
| 24134        | 02/01/2010 | General Fund          | Utility Tax low income refund | Shirley Garrard-Williams       | 18.14     |
|              |            |                       |                               | Check Total:                   | 18.14     |
| 24135        | 02/01/2010 | General Fund          | Utilities                     | Glendale Heating               | 1,578.78  |
|              |            |                       |                               | Check Total:                   | 1,578.78  |
| 24136        | 02/01/2010 | Street Fund           | Operating Rentals And Leases  | Greenbaum Burien               | 1,027.00  |

| Check Number | Check Date | Fund Name             | Account Name                  | Vendor Name                    | Amount    |
|--------------|------------|-----------------------|-------------------------------|--------------------------------|-----------|
|              |            |                       |                               | Check Total:                   | 1,027.00  |
| 24137        | 02/01/2010 | General Fund          | Attorney Srvc - Litigation    | Gordon, Thomas, Honeywell      | 275.00    |
|              |            |                       |                               | Check Total:                   | 275.00    |
| 24138        | 02/01/2010 | Parks & Gen Gov't CIP | Project Development           | Guardian Security              | 542.04    |
|              |            |                       |                               | Check Total:                   | 542.04    |
| 24139        | 02/01/2010 | Town Square CIP       | Construction Inspection       | Harris & Associates            | 822.64    |
| 24139        | 02/01/2010 | Transportation CIP    | Construction Inspection       | Harris & Associates            | 16,458.37 |
|              |            |                       |                               | Check Total:                   | 17,281.01 |
| 24140        | 02/01/2010 | General Fund          | Human Svc-family/youth        | Highline Area Food Bank        | 2,500.00  |
|              |            |                       |                               | Check Total:                   | 2,500.00  |
| 24141        | 02/01/2010 | General Fund          | Utility Tax low income refund | Nancy Hasten                   | 7.38      |
|              |            |                       |                               | Check Total:                   | 7.38      |
| 24142        | 02/01/2010 | General Fund          | Utility Tax low income refund | Arthur Hill                    | 51.08     |
|              |            |                       |                               | Check Total:                   | 51.08     |
| 24143        | 02/01/2010 | General Fund          | Professional Services         | Healthforce Occupational Medic | 39.00     |
|              |            |                       |                               | Check Total:                   | 39.00     |
| 24144        | 02/01/2010 | General Fund          | Utility Tax low income refund | Sharon Houlihan                | 38.90     |
|              |            |                       |                               | Check Total:                   | 38.90     |
| 24145        | 02/01/2010 | General Fund          | Miscellaneous                 | Iron Mountain Rec. Management  | 521.28    |
|              |            |                       |                               | Check Total:                   | 521.28    |
| 24146        | 02/01/2010 | General Fund          | Telephone                     | Integra Telecom                | 555.07    |
| 24146        | 02/01/2010 | General Fund          | Telephone                     | Integra Telecom                | 159.25    |

| Check Number | Check Date | Fund Name                     | Account Name                   | Vendor Name                   | Amount    |
|--------------|------------|-------------------------------|--------------------------------|-------------------------------|-----------|
| 24146        | 02/01/2010 | General Fund                  | Telephone                      | Integra Telecom               | 318.50    |
| 24146        | 02/01/2010 | General Fund                  | Telephone                      | Integra Telecom               | 106.16    |
| 24146        | 02/01/2010 | General Fund                  | Telephone                      | Integra Telecom               | 159.25    |
| 24146        | 02/01/2010 | General Fund                  | Telephone                      | Integra Telecom               | 132.71    |
| 24146        | 02/01/2010 | General Fund                  | Telephone                      | Integra Telecom               | 53.08     |
| 24146        | 02/01/2010 | General Fund                  | Telephone                      | Integra Telecom               | 265.41    |
| 24146        | 02/01/2010 | General Fund                  | Telephone                      | Integra Telecom               | 132.71    |
| Check Total: |            |                               |                                |                               | 1,882.14  |
| 24147        | 02/01/2010 | General Fund                  | Repair/maint-vehicle           | Interstate Tire & Automotive  | 59.79     |
| 24147        | 02/01/2010 | General Fund                  | Repairs And Maintenance        | Interstate Tire & Automotive  | 448.40    |
| Check Total: |            |                               |                                |                               | 508.19    |
| 24148        | 02/01/2010 | Transportation CIP            | construction                   | KBH Construction              | 72,298.68 |
| Check Total: |            |                               |                                |                               | 72,298.68 |
| 24149        | 02/01/2010 | General Fund                  | Miscellaneous                  | King County Recorder          | 64.00     |
| Check Total: |            |                               |                                |                               | 64.00     |
| 24150        | 02/01/2010 | General Fund                  | Drug seizure proceeds KCSO     | King County Sheriff's Office  | 885.42    |
| Check Total: |            |                               |                                |                               | 885.42    |
| 24151        | 02/01/2010 | General Fund                  | Plan Review Fee Fire Dist 2    | King County Fire District #2  | 1,349.01  |
| 24151        | 02/01/2010 | General Fund                  | Miscellaneous                  | King County Fire District #2  | 160.00    |
| 24151        | 02/01/2010 | General Fund                  | Miscellaneous                  | King County Fire District #2  | 50.00     |
| Check Total: |            |                               |                                |                               | 1,559.01  |
| 24152        | 02/01/2010 | General Fund                  | King Co Pet License Trust Acct | King County Pet License       | 630.00    |
| Check Total: |            |                               |                                |                               | 630.00    |
| 24153        | 02/01/2010 | General Fund                  | Drug seizure proceeds KCSO     | King County Sheriff, Pcnt. #4 | 275.00    |
| 24153        | 02/01/2010 | General Fund                  | Drug seizure proceeds KCSO     | King County Sheriff, Pcnt. #4 | 515.00    |
| Check Total: |            |                               |                                |                               | 790.00    |
| 24154        | 02/01/2010 | Surface Water Management Fund | Swm Billed By Swm Dept         | King County Office of Finance | 28,336.18 |

| Check Number | Check Date | Fund Name             | Account Name                   | Vendor Name             | Amount    |
|--------------|------------|-----------------------|--------------------------------|-------------------------|-----------|
|              |            |                       |                                | Check Total:            | 28,336.18 |
| 24155        | 02/01/2010 | General Fund          | Telephone                      | K. SCOTT KIMERER        | 73.34     |
|              |            |                       |                                | Check Total:            | 73.34     |
| 24156        | 02/01/2010 | General Fund          | Hearing Exam Nonreimbursed     | Donald B. Largen        | 654.34    |
|              |            |                       |                                | Check Total:            | 654.34    |
| 24157        | 02/01/2010 | General Fund          | Utility Tax low income refund  | Mabel Larson            | 31.31     |
|              |            |                       |                                | Check Total:            | 31.31     |
| 24158        | 02/01/2010 | General Fund          | Utility Tax low income refund  | Hans Leistina           | 51.08     |
|              |            |                       |                                | Check Total:            | 51.08     |
| 24159        | 02/01/2010 | Parks & Gen Gov't CIP | Construction                   | L. W. Sundstrom, Inc.   | 89,758.87 |
| 24159        | 02/01/2010 | Parks & Gen Gov't CIP | Retainage Payable              | L. W. Sundstrom, Inc.   | -4,487.94 |
| 24159        | 02/01/2010 | Parks & Gen Gov't CIP | Retainage Payable              | L. W. Sundstrom, Inc.   | 8,527.09  |
|              |            |                       |                                | Check Total:            | 93,798.02 |
| 24160        | 02/01/2010 | General Fund          | Utility Tax low income refund  | Ruby Malbrough          | 20.25     |
|              |            |                       |                                | Check Total:            | 20.25     |
| 24161        | 02/01/2010 | General Fund          | Small Tools & Minor Equipments | McLendon Hardware, Inc. | 109.49    |
|              |            |                       |                                | Check Total:            | 109.49    |
| 24162        | 02/01/2010 | General Fund          | Sales Tax Auditing Costs       | Microflex, Inc.         | 91.12     |
|              |            |                       |                                | Check Total:            | 91.12     |
| 24163        | 02/01/2010 | Street Fund           | Graffiti Kits-bus Lic Rev      | Miller Paint Co.        | 54.59     |
|              |            |                       |                                | Check Total:            | 54.59     |
| 24164        | 02/01/2010 | General Fund          | Utility Tax low income refund  | Donald Moore            | 40.14     |

| Check Number | Check Date | Fund Name             | Account Name                  | Vendor Name                    | Amount    |
|--------------|------------|-----------------------|-------------------------------|--------------------------------|-----------|
|              |            |                       |                               | Check Total:                   | 40.14     |
| 24165        | 02/01/2010 | General Fund          | Dues/memberships              | MRSC Rosters                   | 200.00    |
|              |            |                       |                               | Check Total:                   | 200.00    |
| 24166        | 02/01/2010 | Parks & Gen Gov't CIP | Project Development           | McKinney Trailers & Containers | 127.29    |
|              |            |                       |                               | Check Total:                   | 127.29    |
| 24167        | 02/01/2010 | Parks & Gen Gov't CIP | Construction-Engineering      | Mayes Testing Engineers, Inc.  | 2,094.00  |
| 24167        | 02/01/2010 | Transportation CIP    | Construction Engineering      | Mayes Testing Engineers, Inc.  | 4,659.00  |
|              |            |                       |                               | Check Total:                   | 6,753.00  |
| 24168        | 02/01/2010 | General Fund          | City Hall Custodial           | National Maintenance           | 1,032.29  |
| 24168        | 02/01/2010 | General Fund          | Office And Operating Supplies | National Maintenance           | 335.42    |
|              |            |                       |                               | Check Total:                   | 1,367.71  |
| 24169        | 02/01/2010 | General Fund          | Utility Tax low income refund | Barbara O'Brian                | 29.61     |
|              |            |                       |                               | Check Total:                   | 29.61     |
| 24170        | 02/01/2010 | General Fund          | NE Redevelopment Area         | OTAK, Inc                      | 14,174.62 |
|              |            |                       |                               | Check Total:                   | 14,174.62 |
| 24171        | 02/01/2010 | General Fund          | Repairs And Maintenance       | Park Place Professional Buildi | 490.00    |
|              |            |                       |                               | Check Total:                   | 490.00    |
| 24172        | 02/01/2010 | General Fund          | Utility Tax low income refund | Arthur Pearson                 | 51.08     |
|              |            |                       |                               | Check Total:                   | 51.08     |
| 24173        | 02/01/2010 | Transportation CIP    | right of way acquisition      | Perteet Inc.                   | 21,899.41 |
|              |            |                       |                               | Check Total:                   | 21,899.41 |
| 24174        | 02/01/2010 | General Fund          | Building Maintenance          | Performance Heating & Air, Inc | 109.50    |

| Check Number | Check Date | Fund Name                     | Account Name                  | Vendor Name                    | Amount    |
|--------------|------------|-------------------------------|-------------------------------|--------------------------------|-----------|
|              |            |                               |                               | Check Total:                   | 109.50    |
| 24175        | 02/01/2010 | General Fund                  | Utility Tax low income refund | Colleen Phillips               | 41.36     |
|              |            |                               |                               | Check Total:                   | 41.36     |
| 24176        | 02/01/2010 | General Fund                  | Professional Services         | Photography By Steven          | 479.06    |
|              |            |                               |                               | Check Total:                   | 479.06    |
| 24177        | 02/01/2010 | General Fund                  | Utility Tax low income refund | Karen Pierce                   | 51.08     |
|              |            |                               |                               | Check Total:                   | 51.08     |
| 24178        | 02/01/2010 | General Fund                  | Utility Tax low income refund | Allen Pike                     | 17.10     |
|              |            |                               |                               | Check Total:                   | 17.10     |
| 24179        | 02/01/2010 | General Fund                  | Postage                       | Pitney Bowes Postage By Phone  | 2,949.34  |
|              |            |                               |                               | Check Total:                   | 2,949.34  |
| 24180        | 02/01/2010 | General Fund                  | City Hall Bldg Maintenance    | PRG Investment Company, LLC    | 2,000.00  |
|              |            |                               |                               | Check Total:                   | 2,000.00  |
| 24181        | 02/01/2010 | General Fund                  | Memberships                   | Puget Sound Regional Council   | 10,652.00 |
|              |            |                               |                               | Check Total:                   | 10,652.00 |
| 24182        | 02/01/2010 | Surface Water Management Fund | Surface Water Mgmt Inventory  | Pipeline Video & Cleaning Nort | 763.76    |
|              |            |                               |                               | Check Total:                   | 763.76    |
| 24183        | 02/01/2010 | General Fund                  | Telephone                     | QWEST                          | 87.20     |
| 24183        | 02/01/2010 | General Fund                  | Telephone                     | QWEST                          | 61.21     |
| 24183        | 02/01/2010 | General Fund                  | Telephone                     | QWEST                          | 71.42     |
| 24183        | 02/01/2010 | General Fund                  | Telephone                     | QWEST                          | 43.26     |
| 24183        | 02/01/2010 | General Fund                  | Telephone                     | QWEST                          | 42.12     |

| Check Number | Check Date | Fund Name    | Account Name                  | Vendor Name        | Amount        |
|--------------|------------|--------------|-------------------------------|--------------------|---------------|
|              |            |              |                               | Check Total:       | <u>305.21</u> |
| 24184        | 02/01/2010 | General Fund | Office And Operating Supplies | RadioShack         | 65.66         |
|              |            |              |                               | Check Total:       | <u>65.66</u>  |
| 24185        | 02/01/2010 | General Fund | Utility Tax low income refund | Stuart Barnes      | 28.79         |
|              |            |              |                               | Check Total:       | <u>28.79</u>  |
| 24186        | 02/01/2010 | General Fund | Utility Tax low income refund | Marilyn Craig      | 35.30         |
|              |            |              |                               | Check Total:       | <u>35.30</u>  |
| 24187        | 02/01/2010 | General Fund | Utility Tax low income refund | Ellen E. Davenport | 43.71         |
|              |            |              |                               | Check Total:       | <u>43.71</u>  |
| 24188        | 02/01/2010 | General Fund | Utility Tax low income refund | Winona Mary Deyman | 39.95         |
|              |            |              |                               | Check Total:       | <u>39.95</u>  |
| 24189        | 02/01/2010 | General Fund | Utility Tax low income refund | Daphne Harrison    | 17.10         |
|              |            |              |                               | Check Total:       | <u>17.10</u>  |
| 24190        | 02/01/2010 | General Fund | Utility Tax low income refund | Eleanor Mannion    | 38.90         |
|              |            |              |                               | Check Total:       | <u>38.90</u>  |
| 24191        | 02/01/2010 | General Fund | Utility Tax low income refund | Beverly Pedersen   | 49.86         |
|              |            |              |                               | Check Total:       | <u>49.86</u>  |
| 24192        | 02/01/2010 | General Fund | Utility Tax low income refund | Robert H. Stoffel  | 42.49         |
|              |            |              |                               | Check Total:       | <u>42.49</u>  |
| 24193        | 02/01/2010 | General Fund | Utility Tax low income refund | Raymond Weber      | 51.08         |

| Check Number | Check Date | Fund Name    | Account Name                  | Vendor Name                | Amount |
|--------------|------------|--------------|-------------------------------|----------------------------|--------|
|              |            |              |                               | Check Total:               | 51.08  |
| 24194        | 02/01/2010 | General Fund | Utility Tax low income refund | Virginia LaMotte Zipp      | 29.18  |
|              |            |              |                               | Check Total:               | 29.18  |
| 24195        | 02/01/2010 | General Fund | Utility Tax low income refund | Marian Desgranges          | 39.61  |
|              |            |              |                               | Check Total:               | 39.61  |
| 24196        | 02/01/2010 | General Fund | Utility Tax low income refund | Gladys Staiger             | 33.08  |
|              |            |              |                               | Check Total:               | 33.08  |
| 24197        | 02/01/2010 | General Fund | Utility Tax low income refund | Lorraine Phelps            | 41.14  |
|              |            |              |                               | Check Total:               | 41.14  |
| 24198        | 02/01/2010 | General Fund | Utility Tax low income refund | Grace Kristiansen          | 18.24  |
|              |            |              |                               | Check Total:               | 18.24  |
| 24199        | 02/01/2010 | General Fund | Utility Tax low income refund | Fay Ann Alpaugh            | 38.90  |
|              |            |              |                               | Check Total:               | 38.90  |
| 24200        | 02/01/2010 | General Fund | Utility Tax low income refund | Larry Burton               | 23.66  |
|              |            |              |                               | Check Total:               | 23.66  |
| 24201        | 02/01/2010 | General Fund | Utility Tax low income refund | Tanya Engeset              | 9.72   |
|              |            |              |                               | Check Total:               | 9.72   |
| 24202        | 02/01/2010 | General Fund | Utility Tax low income refund | Richard Limmer             | 39.73  |
|              |            |              |                               | Check Total:               | 39.73  |
| 24203        | 02/01/2010 | General Fund | Utility Tax low income refund | Lavonne Elaine Hendrickson | 51.08  |

| Check Number | Check Date | Fund Name    | Account Name                   | Vendor Name                    | Amount |
|--------------|------------|--------------|--------------------------------|--------------------------------|--------|
|              |            |              |                                | Check Total:                   | 51.08  |
| 24204        | 02/01/2010 | General Fund | Utility Tax low income refund  | Edith Berger                   | 41.42  |
|              |            |              |                                | Check Total:                   | 41.42  |
| 24205        | 02/01/2010 | General Fund | Utility Tax low income refund  | Frieda McElhinney              | 17.10  |
|              |            |              |                                | Check Total:                   | 17.10  |
| 24206        | 02/01/2010 | General Fund | Utility Tax low income refund  | Mildred Swanson                | 49.86  |
|              |            |              |                                | Check Total:                   | 49.86  |
| 24207        | 02/01/2010 | General Fund | Utility Tax low income refund  | Edgar Brady                    | 20.40  |
|              |            |              |                                | Check Total:                   | 20.40  |
| 24208        | 02/01/2010 | General Fund | Business & Occupation Tax      | Southwestern & Pac Specialty F | 400.28 |
|              |            |              |                                | Check Total:                   | 400.28 |
| 24209        | 02/01/2010 | General Fund | Refund Clearing Account -Parks | Sherry Devenport               | 45.00  |
|              |            |              |                                | Check Total:                   | 45.00  |
| 24210        | 02/01/2010 | General Fund | Refund Clearing Account -Parks | Laura Garcia                   | 42.00  |
|              |            |              |                                | Check Total:                   | 42.00  |
| 24211        | 02/01/2010 | General Fund | Refund Clearing Account -Parks | Richard Small                  | 20.00  |
|              |            |              |                                | Check Total:                   | 20.00  |
| 24212        | 02/01/2010 | General Fund | Refund Clearing Account -Parks | Neal Stoddard                  | 20.00  |
|              |            |              |                                | Check Total:                   | 20.00  |
| 24213        | 02/01/2010 | General Fund | Electrical Permit              | Puyallup Heating and A/C       | 57.60  |
| 24213        | 02/01/2010 | General Fund | Mechanical Permit              | Puyallup Heating and A/C       | 38.40  |

| Check Number | Check Date | Fund Name             | Account Name                  | Vendor Name                | Amount   |
|--------------|------------|-----------------------|-------------------------------|----------------------------|----------|
|              |            |                       |                               | Check Total:               | 96.00    |
| 24214        | 02/01/2010 | General Fund          | Business & Occupation Tax     | Riverton Contractors, Inc. | 437.35   |
|              |            |                       |                               | Check Total:               | 437.35   |
| 24215        | 02/01/2010 | General Fund          | Business & Occupation Tax     | JDS, Inc.                  | 126.17   |
|              |            |                       |                               | Check Total:               | 126.17   |
| 24216        | 02/01/2010 | General Fund          | Shoreline Master Plan Update  | Reid Middleton, Inc.       | 2,940.64 |
|              |            |                       |                               | Check Total:               | 2,940.64 |
| 24217        | 02/01/2010 | General Fund          | Miscellaneous                 | Claude McAlpin, III        | 85.12    |
|              |            |                       |                               | Check Total:               | 85.12    |
| 24218        | 02/01/2010 | General Fund          | Utility Tax low income refund | Faye Schwartz              | 9.72     |
|              |            |                       |                               | Check Total:               | 9.72     |
| 24219        | 02/01/2010 | General Fund          | Utility Tax low income refund | Grace Smith                | 31.31    |
|              |            |                       |                               | Check Total:               | 31.31    |
| 24220        | 02/01/2010 | Town Square CIP       | Project Development           | Shiels Obletz Johnsen      | 180.00   |
| 24220        | 02/01/2010 | Parks & Gen Gov't CIP | Project Development           | Shiels Obletz Johnsen      | 1,731.11 |
|              |            |                       |                               | Check Total:               | 1,911.11 |
| 24221        | 02/01/2010 | General Fund          | Telephone                     | SPRINT                     | 49.99    |
|              |            |                       |                               | Check Total:               | 49.99    |
| 24222        | 02/01/2010 | General Fund          | Utilities - Fire Hydrants     | Seattle Public Utilities   | 6,906.55 |
|              |            |                       |                               | Check Total:               | 6,906.55 |
| 24223        | 02/01/2010 | General Fund          | Utility Tax low income refund | Frances Steinebach         | 49.86    |

| Check Number | Check Date | Fund Name             | Account Name                   | Vendor Name                    | Amount   |
|--------------|------------|-----------------------|--------------------------------|--------------------------------|----------|
|              |            |                       |                                | Check Total:                   | 49.86    |
| 24224        | 02/01/2010 | General Fund          | Office and Operating Supplies  | Suburban Propane               | 550.46   |
|              |            |                       |                                | Check Total:                   | 550.46   |
| 24225        | 02/01/2010 | General Fund          | Registration - Trainng/workshp | SWKC Chamber of Commerce       | 20.00    |
| 24225        | 02/01/2010 | General Fund          | Registration & Training        | SWKC Chamber of Commerce       | 20.00    |
|              |            |                       |                                | Check Total:                   | 40.00    |
| 24226        | 02/01/2010 | General Fund          | Utilities                      | Southwest Suburban Sewer Dist. | 43.00    |
|              |            |                       |                                | Check Total:                   | 43.00    |
| 24227        | 02/01/2010 | General Fund          | Telephone                      | TelSpan, Inc.                  | 9.90     |
|              |            |                       |                                | Check Total:                   | 9.90     |
| 24228        | 02/01/2010 | General Fund          | Utility Tax low income refund  | Lorna Toy                      | 38.90    |
|              |            |                       |                                | Check Total:                   | 38.90    |
| 24229        | 02/01/2010 | General Fund          | Parks Maintenance              | Trugreen-landcare/NW Region    | 7,085.84 |
| 24229        | 02/01/2010 | Parks & Gen Gov't CIP | Construction                   | Trugreen-landcare/NW Region    | 1,566.95 |
|              |            |                       |                                | Check Total:                   | 8,652.79 |
| 24230        | 02/01/2010 | General Fund          | Comp Plan Implementation Costs | Transportation Solutions, Inc. | 3,998.39 |
|              |            |                       |                                | Check Total:                   | 3,998.39 |
| 24231        | 02/01/2010 | Transportation CIP    | construction                   | TwinStar Credit Union          | 3,805.19 |
|              |            |                       |                                | Check Total:                   | 3,805.19 |
| 24232        | 02/01/2010 | General Fund          | Operating Rentals and Leases   | United Site Services           | 155.00   |
|              |            |                       |                                | Check Total:                   | 155.00   |
| 24233        | 02/01/2010 | General Fund          | Utility Tax low income refund  | Mary Margaret Vandermark       | 51.08    |

| Check Number | Check Date | Fund Name    | Account Name                  | Vendor Name              | Amount                   |
|--------------|------------|--------------|-------------------------------|--------------------------|--------------------------|
|              |            |              |                               |                          | Check Total: 51.08       |
| 24234        | 02/01/2010 | General Fund | Utility Tax low income refund | Shirley Wagner           | 13.14                    |
|              |            |              |                               |                          | Check Total: 13.14       |
| 24235        | 02/01/2010 | Street Fund  | Landscape Maint - Utilities   | Water District No. 49    | 97.50                    |
| 24235        | 02/01/2010 | Street Fund  | Landscape Maint - Utilities   | Water District No. 49    | 48.75                    |
| 24235        | 02/01/2010 | Street Fund  | Landscape Maint - Utilities   | Water District No. 49    | 48.75                    |
| 24235        | 02/01/2010 | Street Fund  | Landscape Maint - Utilities   | Water District No. 49    | 325.95                   |
| 24235        | 02/01/2010 | Street Fund  | Landscape Maint - Utilities   | Water District No. 49    | 48.75                    |
|              |            |              |                               |                          | Check Total: 569.70      |
| 24236        | 02/01/2010 | General Fund | Jail Contract                 | Yakima County Department | 8,509.21                 |
|              |            |              |                               |                          | Check Total: 8,509.21    |
| 24237        | 02/01/2010 | General Fund | Telephone                     | Yes of Course, Inc.      | 67.73                    |
|              |            |              |                               |                          | Check Total: 67.73       |
| 24238        | 02/03/2010 | General Fund | Rental Housing License Fee    | City of Kent             | 525.00                   |
|              |            |              |                               |                          | Check Total: 525.00      |
|              |            |              |                               |                          | Report Total: 557,151.05 |



## CITY COUNCIL MEETING MINUTES

February 1, 2010, 7:00 p.m.

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

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

- Watch the video-stream available on the City website, [www.burienwa.gov](http://www.burienwa.gov)
- Check out a DVD of the Council Meeting from the Burien Library
- Order a DVD of the meeting from the City Clerk, (206) 241-4647

### CALL TO ORDER

Mayor McGilton called the meeting of the Burien City Council to order at 7:01 p.m.

### PLEDGE OF ALLEGIANCE

Mayor McGilton led the Pledge of Allegiance.

### ROLL CALL

Present: Mayor Joan McGilton, Deputy Mayor Rose Clark, Councilmembers Brian Bennett, Jack Block, Jr., and Kathy Keene. Councilmember Shaw was excused. Councilmember Lucy Krakowiak arrived at 7:08 p.m.

Administrative staff present: Mike Martin, City Manager; Chip Davis, Planner; Larry Blanchard, Public Works Director; Heungkook Lim, Surface Water Management Engineer; and Monica Lusk, City Clerk.

### AGENDA CONFIRMATION

#### Direction/Action

**Motion** was made by Deputy Mayor Clark, seconded by Councilmember Keene, and passed unanimously to affirm the February 1, 2010, Agenda.

### PUBLIC COMMENT

No comments were provided by the public.

### CORRESPONDENCE FOR THE RECORD

- a. Response from Larry R. Blanchard, Public Works Director, to Letter Dated November 4, 2009, from Paul A. Butrim and Judy Kipper Butrim, Owners, Regarding the Access to their Property.
- b. Letter Dated January 15, 2010, from Dow Constantine, King County Executive, Transmitting Response to Council Budget Proviso.
- c. Letter Dated January 19, 2010, from Kenny Pittman, City of Seattle Senior Policy Advisor, Regarding Seattle's Intentions Concerning the Annexation of Unincorporated White Center Neighborhoods.

- d. Letter Dated January 21, 2010, from Carol Jacobson Regarding the Proposed Shoreline Management Plan.
- e. Response from David Johanson, Senior Planner, to Email Dated January 22, 2010, from Sean Wittmer and Julie Allen Regarding the Proposed Shoreline Management Plan.
- f. Letter Dated January 25, 2010, from Carol Jacobson Regarding the Proposed Shoreline Management Program.
- g. Letter Dated January 25, 2010, from Mark and Maria Ottolino Regarding Proposed Shoreline Management Plan.
- h. Written Public Comments for January 25, 2010, Council Meeting from Chestine Edgar Regarding Lake Burien and the Shoreline Master Plan Document.
- i. Written Public Comments for January 25, 2010, Council Meeting from Bob Edgar Regarding Annexation Outreach Plan.
- j. Email Dated January 26, 2010, from Marco Milanese, Seattle-Tacoma International Airport Community Relations Manager, Regarding Highline Forum Part 150 Study Update.
- k. Letter Dated January 29, 2010, from Mike Hart Regarding the Proposed Shoreline Master Program.

#### **CONSENT AGENDA**

- a. Approval of Minutes: Council Meeting, January 25, 2010.

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

**Motion** was made by Deputy Mayor Clark, seconded by Councilmember Krakowiak, and passed unanimously to approve the February 1, 2010, Consent Agenda.

#### **BUSINESS AGENDA**

##### **City Manager's Report**

##### **Follow-up**

Staff will provide possible dates after February 22, 2010, for a special meeting to discuss the Port of Seattle's Part 150 Study, extend an invitation to the residents in the North Highline South Annexation area after the date is chosen, and include information on the Build America Bond Program for the upcoming overlay discussion.

Councilmember Krakowiak arrived at 7:08 p.m.

##### **Motion to Approve Burien City Council Appointments for 2010**

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

**Motion** was made by Deputy Mayor Clark, seconded by Councilmember Krakowiak, and passed unanimously to approve the 2010 City Council appointments to local and regional organizations' boards or committees.

**Motion to Adopt Proposed Ordinance No. 533, Approving Interim Zoning Designations for North Highline South Annexation Area and Amending the Burien Zoning Code and Zoning Map.**

**Direction/Action**

**Motion** was made by Deputy Mayor Clark, seconded by Councilmember Krakowiak, and passed unanimously to adopt proposed Ordinance No. 533, granting approval of the Interim Zoning Designations for the North Highline South Annexation Area and amending the Burien Zoning Code and Zoning Map.

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

**Direction/Action**

Councilmembers requested placing proposed Ordinance No. 534, relating to Surface Water Management and adopting the 2009 King County Stormwater Pollution Prevention Manual on the February 08, 2010, Consent Agenda for approval.

**COUNCIL REPORTS**

Deputy Mayor Clark spoke to the upcoming Health Career Fair at the Highline Community College on May 15.

Councilmember Bennett reported on the meetings that he, Councilmember Keene and the City Manager attended last week with the State Legislators from the 11<sup>th</sup>, 33<sup>rd</sup> and 34<sup>th</sup> Legislative Districts.

**ADJOURNMENT**

**Direction/Action**

**MOTION** was made by Deputy Mayor Clark, seconded by Councilmember Krakowiak and passed unanimously to adjourn the meeting at 7:56 p.m.

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Joan McGilton, Mayor

---

Monica Lusk, City Clerk





# Burien

*Washington, USA*

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

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

www.burienwa.gov

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## MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Mike Martin, City Manager  
**DATE:** February 8, 2010  
**SUBJECT:** City Manager's Report

### I. INTERNAL CITY INFORMATION

#### A. Contracts Over \$25,000 Signed by City

The City has recently signed the following budgeted contracts for 2010 that are over \$25,000. Most of these 2010 contracts are less than their 2009 contract amounts.

- Ball Janik Attorneys for \$46,800 for 2010 Federal Lobbying Services
- Mike Doubleday for \$65,715 for 2010 State Lobbying Services
- Discover Burien for \$98,148 for 2010 Business Development Services and Team Clean Sweep.
- Kirshenbaum & Goss for \$75,000 annually for 2010 – 2012 Public Defender Services.
- Puget Sound Access for \$33,000 for 2010 Videographer/TBC 21 programming services.
- Seitel Systems for \$37,000 for 2010 Information Systems Management Support Services

#### B. Burien Town Square Project Nominated for Vision 2040 Award

The Community Development Department has submitted the Burien Town Square project for a Puget Sound Regional Council "Vision 2040" award. The annual award from PSRC honors outstanding real-life examples of how the region is achieving our ambitious vision for growing wisely and creating great quality of life in all the region's communities. The awards will be presented in May.

#### C. City Staff Presents at National Conference

Community Development Director Scott Greenberg spoke at the national New Partners for Smart Growth Conference in Seattle on February 4<sup>th</sup>. He was on the panel "No Silver Bullet: a multi-pronged approach to smart growth implementation" with staff from the Cascade Land Conservancy and City of Kirkland. The workshop focused on how to build broad community support for smart growth policies and projects. Following the first session, Scott led a mobile workshop with King County Housing Authority and King County staff. "Evolving 1950's Suburbs to the 21st Century" included stops at Greenbridge and the SW 98<sup>th</sup> Street pedestrian corridor in North Highline, as well as downtown Burien and the Northeast Redevelopment Area (NERA).

**D. Staff Attends Green Building Seminar**

Permit Technician Mary Gianelli of the Building Department attended the "Overview of Green Building" seminar sponsored by MyBuildingpermit.com. Topics included the challenges and conflicts of green building standards, current issues-moisture, ventilation and the future of green building. Mary is a member of the MyBuildingPermit.com Green Building Committee and the City of Burien Sustainability Committee.

**E. Potential Sculpture for New Community Center Atrium**

Puget Sound Skills Center (PSSC) welding instructor Dale Copeland has approached PaRCS with a proposal for students to create a sculpture that can be installed as a long-term loan and located in the new Community Center's atrium garden. This would be the same area where the Burien Library's George Tsutakawa sculpture had previously been located. Mr. Copeland and his students created the eagle sculpture for the B/IAS site last year, which is now located at PSSC. That project was such a success that Mr. Copeland is hoping to make an "art sculpture" an annual school project. The proposed sculpture will be designed by students and could have a water feature. Once designed, the students will be presenting their proposals to the Arts Commission.

**F. Burien Arts Association to Vacate Park Building**

The Burien Arts Association (BAA) board of directors informed PaRCS of their intent to vacate the Burien Arts Gallery building at the end of March. BAA has been a tenant in the "blue house" in Dottie Harper Park for many years. The board is revisiting their mission and in a period of transition, primarily due to a lack of funds and resources. Board President John Upbehd and member Lori Haslund updated the Arts Commission at their January meeting. PaRCS will be reviewing options for future use of this rental facility in the coming weeks.

**G. Empty Bowls a Smashing Success**

The annual "Empty Bowls" fundraiser for the Highline Food Bank held on January 29 at the Moshier Arts Center set a new record this year for attendance and money raised. This year's event had 964 diners and raised over \$13,000, with approximately 40 volunteers working the event. Moshier pottery students contributed 1106 bowls for the fund raiser, which continues to be a highly-anticipated and beloved event for the community. Cultural Arts Supervisor Gina Kallman originated the event four years ago and continues to facilitate its successful expansion.

**H. New Futures Celebration at Woodridge Park**

On January 28, 2010 staff participated in the one-year anniversary of New Futures' newest site at Woodridge Park located at 12420 28th Ave S, Seattle, WA 98168. This event featured a bi-lingual program with a list of speakers that included:

- A parent from the Woodridge Park program
- New Futures Board Vice President Luis Fraga
- Highline School District Superintendent John Welch
- King County Housing Authority Executive Director Stephen Norman

- SeaTac Chief of Police James Graddon
- Sergio Cueva-Flores, King County Director for Senator Patty Murray
- Rebecca Saldaña, Community Liaison for Rep. Jim McDermott

New Futures has been a part of this 200-unit apartment complex since October 2008. Woodridge Park Apartments are located in the Boulevard Park Community, and are owned by the King County Housing Authority. The New Futures site has quickly become a hub of activity for kids and families with activities that include: after school program, youth program, parent/child playgroup, community information nights, and fun community gatherings.

#### **I. 2010 IS/GIS Division Work Plan**

For all you techie-types, here's a look behind the scenes at some of the major initiatives that we'll be working on in the coming year:

1. Email system upgrade
  - Includes the ability to archive emails according to state mandated records retention schedule
2. Assist the Parks Department with the move into their new facility
  - Involves working with Comcast to bring fiber into the building
3. Go live with a new "Sharepoint" intranet site
  - A "space" for staff-only communications, e.g. human resources information
4. Upgrades happen
  - Windows 7
  - Exchange 2010 (email system)
5. Expand use and functionality of cross-departmental systems
  - CityWorks (Public Works asset and work ticket tracking system)
  - Stellent (document management system)
6. More GIS data development (for Community Development department)
  - GPS inventory of commercial signs
  - Critical areas mapping update
7. VMWare – Phase 2
  - This is the new "virtual" server technology that we moved to last year
8. COPs grant (Community Oriented Policing)
  - Upgrade to 700 MHz radios
  - Reverse 911 phone system

This plan is in addition to our daily task of keeping things running smoothly.

**J. Burien Staff Assists School District with Scholarship Applications Review**

Economic Development Manager Dick Loman was asked to again review Washington Award for Vocational Excellence (WAVE) scholarship applications this year as part of a committee for the Highline School District. He did so on February 8, 2010. This is a preliminary committee that selects the finalists to be sent in to the State. WAVE awards pay undergraduate educational tuition for two years at an accredited public or private college or university, or licensed vocational school. Three WAVE recipients are chosen from each legislative district by a selection committee.

**K. Gang Resistance Education and Training (G.R.E.A.T.) Program**

Burien Police Officers BJ Myers and Robell Ghrmai graduated 181 seventh-graders at Sylvester Middle School on January 22<sup>nd</sup>. G.R.E.A.T is a 14-week program taught by police officers on a variety of topics to help students make good choices for their future. The next session will start in mid February. The graduation was attended by the City Manager, Police Chief and Administrative Sergeant.

**L. Permit Applications for Annexation Area Now Being Accepted**

The City is now accepting permit applications for projects within our annexation area. Applicants are required to sign a letter of understanding stating that their application vesting date will be no earlier than April 1 (the date of annexation), they will comply with regulations in effect on April 1, that permits cannot be issued until April 1 and that work cannot begin until a permit is issued. This program allows the City to begin reviewing applications and providing comments prior to annexation, so that applicants do not have to wait until April 1 to apply. Applicants still have the choice to apply for their permits through King County until April 1.

**II. COUNCIL UPDATES/REPORTS**

**A. November 2009 Sales Tax Report (Pg. 53)**

Finance Staff has provided Sales Tax Detail and Sales Tax Revenue Comparison by Category data for November 2009 (attached). The good news is that the percentage decrease in November's revenue is less than it has been for many months. We are seeing retail sales and food service rebound a bit. The bad news is that sales tax revenue is still down 14% for the month of November. The single biggest reason for this is the dramatic decrease in sales tax attributable to construction activity. Overall, this category of revenue has decreased from 24% of the total sales tax revenue in November 2008 to less than 10% in November of 2009.

**B. Port of Seattle Air Mail Newsletter (Pg. 55)**

The Port of Seattle has sent Burien their latest Air Mail Newsletter. The newsletter is enclosed for your information.

# November 2009 Sales Tax Detail

- Year-to-Date 2008 to 2009 ↓ 16.8%
- November 2008 to November 2009 ↓ 14%
  - Retail Trade (57%) ↓ .8%
    - Motor Vehicle & Parts Dealers (25% of total) ↓ 6%
      - » New Car Dealers (19% of total) ↓ 16.7%
    - General Merchandise Stores (8.7% of total) ↑ 3%
    - Food & Beverage Stores (6% of total) ↓ 3.6%
    - Building Material & Garden (2% of total) ↑ 98%
    - Electronics and Appliances (1.5% of total) ↓ .1%
  - Construction (9.8%) ↓ 65.0%
  - Accommodations & Food Service (12%) ↑ 7.6%

# City of Burien

## November 2009 Sales Tax Revenue Comparison by Category

|                                 | % of Total        |         | Difference        |                    |               |
|---------------------------------|-------------------|---------|-------------------|--------------------|---------------|
|                                 | November-09       | Revenue | November-08       | 2008 to 2009       | % Change      |
| Unknown                         | \$ 636            | 0.6%    | \$ 1,949          | \$ (1,313)         | -67.4%        |
| Agriculture, Forestry, Fishing  | \$ 232            | 0.1%    | \$ 6              | \$ 226             | 3766.7%       |
| Mining                          | \$ 48             | 0.0%    | \$ 66             | \$ (18)            | -27.3%        |
| Construction                    | \$ 29,369         | 9.8%    | \$ 83,470         | \$ (54,101)        | -64.8%        |
| Manufacturing                   | \$ 6,099          | 2.0%    | \$ 2,447          | \$ 3,652           | 149.2%        |
| Wholesale Trade                 | \$ 9,833          | 3.3%    | \$ 7,905          | \$ 1,928           | 24.4%         |
| Retail Trade                    | \$ 171,292        | 57.0%   | \$ 172,707        | \$ (1,415)         | -0.8%         |
| Transportation and Warehousing  | \$ 593            | 0.2%    | \$ 689            | \$ (96)            | -13.9%        |
| Information                     | \$ 13,019         | 4.3%    | \$ 13,408         | \$ (389)           | -2.9%         |
| Finance & Insurance             | \$ 754            | 0.3%    | \$ 493            | \$ 261             | 52.9%         |
| Real Estate, Rental, Leasing    | \$ 6,279          | 2.1%    | \$ 4,955          | \$ 1,324           | 26.7%         |
| Prof, Sci, Technical Services   | \$ 1,590          | 0.5%    | \$ 1,915          | \$ (325)           | -17.0%        |
| Admin, Support, Remedy Services | \$ 2,472          | 0.8%    | \$ 3,664          | \$ (1,192)         | -32.5%        |
| Educational Services            | \$ 714            | 0.2%    | \$ 1,355          | \$ (641)           | -47.3%        |
| Health Care Social Assistance   | \$ 2,784          | 0.9%    | \$ 3,216          | \$ (432)           | -13.4%        |
| Arts, Entertainment, Recreation | \$ 1,942          | 0.6%    | \$ 1,998          | \$ (56)            | -2.8%         |
| Accomodation and Food Services  | \$ 36,078         | 12.0%   | \$ 33,528         | \$ 2,550           | 7.6%          |
| Other Services                  | \$ 16,536         | 5.5%    | \$ 15,368         | \$ 1,168           | 7.6%          |
|                                 | <u>\$ 300,270</u> |         | <u>\$ 349,139</u> | <u>\$ (48,869)</u> | <u>-14.0%</u> |



# Air Mail

Published by the Port of Seattle for the neighbors of Seattle-Tacoma International Airport

Winter 2010

## First community workshop for tackling airport noise issues

**A**t an upcoming kickoff meeting, Sea-Tac Airport neighbors will have an opportunity to help "scope" a new airport noise study that will include the third runway.

Participants are invited to contribute their ideas and concerns during small group break-out sessions, and get involved in and learn about the study at the first in a series of workshops, scheduled for Feb. 24, from 5 to 7 p.m., at Mount Rainier High School, 22450 19th Ave. S., Des Moines.

This study, known officially as the Federal Aviation Administration (FAA) Part 150 Noise and Land-Use Compatibility Study, is a voluntary effort that looks at ways to reduce aircraft noise impacts on communities. The objectives are to determine existing noise levels, predict noise for the next five years, evaluate alternative mitigation ideas, and recommend targeted programs to minimize impacts. This will be the fourth Part 150 Study undertaken at Sea-Tac since 1985.

A Part 150 Study also enables the airport to use federal money for noise mitigation projects. It is the main vehicle the Port of Seattle uses to work with the community in creating a package of noise reduction programs.

### Information sharing

The workshop on Feb. 24 will be a venue to gather and share information about the Part 150 Study, Sea-Tac's existing mitigation programs, and plans to involve the public in creating feasible noise impact recommendations and alternatives.

A major focus of the Part 150 process will be on Sea-Tac's third runway and its community impacts. Other major areas of the study will analyze sideline noise, noise reduction flight procedures, and the feasibility and potential impact of an enclosed "hush house" for engine run-ups during maintenance.

A comprehensive public information and comment process is part of the Part 150 effort. For

example, at the Feb. 24 workshop you can get details about the process; opportunities and constraints; overall schedule; and the role of the Part 150 Technical Review Committee, which will review all technical information and study documents, and provide feedback.

### Finding solutions

Following the Feb. 24 workshop, you are invited to participate in the solution and recommendation process through a series of additional public workshops during 2010 and 2011.

These workshops are designed to involve the most people, and bring out the most feasible recommendations possible. Each workshop will focus on a particular Part 150 Study element. Results of the workshops will be included in the study review process. Once recommendations are developed, they will be discussed at a public hearing at the end of the study.

Watch for announcements about the workshops in the *Highline Times*, *Air Mail* and on the Port of Seattle Web site. To keep up-to-date throughout the Part 150 process, visit the Port Web site at [www.portseattle.org/community/environment/noise.shtml](http://www.portseattle.org/community/environment/noise.shtml) and sign up to receive e-mail updates. If you do not have computer access and want to receive notices, call (206) 787-4944.

Residents are encouraged to call the Noise Information Line at (206) 787-5393 to provide feedback, and to track flights via the WebTrak tool at [www32.webtrak-lochard.com/WebTrak/sea/](http://www32.webtrak-lochard.com/WebTrak/sea/). WebTrak, which allows you to view nearly real-time and historical flight and noise data, was upgraded recently.

### You are invited!

Sea-Tac Airport Part 150 Noise Study Workshop  
Wednesday, Feb. 24, from 5 to 7 p.m.  
Mount Rainier High School  
22450 19th Ave. S., Des Moines

Sign up for the Part 150 Study e-mail list at:  
[www.portseattle.org/community/environment/noise.shtml](http://www.portseattle.org/community/environment/noise.shtml)



*Air Mail* is a publication about Seattle-Tacoma International Airport for neighbors and others interested in airport activities. If you have questions or comments about the publication, call Public Affairs, (206) 787-4604, write to Editor, *Air Mail*/Public Affairs, Seattle-Tacoma International Airport, P.O. Box 68727, Seattle, WA 98168-0727, or send e-mail to [st.laurent.m@portseattle.org](mailto:st.laurent.m@portseattle.org).

All Port of Seattle telephone numbers, including those at Sea-Tac Airport, now have the same prefix—787. If you need to reach a specific person and don't know their extension, dial the Port's main number, 787-3000, and press 5 for a directory.

### Following are ways to contact us for details on programs or projects:

Acquisition and Relocation Office:  
(206) 787-6792

Noise Information Line:  
(206) 787-5393 or 1-800-826-1147

Sea-Tac Airport Web Site:  
[www.portseattle.org/seatac/](http://www.portseattle.org/seatac/)

WebTrak (flight and noise data):  
[www32.webtrak-lochard.com/WebTrak/sea/](http://www32.webtrak-lochard.com/WebTrak/sea/)

### In this issue

- Part 150 Study
- Construction update
- Wetland restoration
- Other news

## Light rail and more at Sea-Tac

**S**ound Transit's Link light rail made an on-time arrival at the new SeaTac/Airport Station in December 2009. The station connects to International Boulevard/City of SeaTac and the airport garage via pedestrian bridges.

The light rail trains operate 20 hours a day on weekdays, starting just after 5 a.m. (6 a.m. Sundays) and run until nearly 1 a.m. (midnight on Sunday). Tickets, passes and frequent user (ORCA) cards are available at ticket vending machines in the station. For details visit [www.soundtransit.org](http://www.soundtransit.org).

Earlier in 2009, the Port of Seattle completed reconstruction of the runway closest to the terminal, and the airfield returned to three-runway operations. All air traffic was directed to the other two runways during construction. The runway reopened in late September.

Also, the Port resumed work on the new airport rental car facility, scheduled to open in 2012. Construction was suspended in late 2008 due to the credit market crisis, but restarted in 2009 as a result of positive signs in the global economy and the successful sale of revenue bonds to finance the project.

## Port completes wetlands restoration

**T**he Port of Seattle recently wrapped up the last major section of environmental mitigation related to building the third runway and other major improvements at Sea-Tac Airport over the past decade.

The five-plus-acre site is the former Des Moines Creek Nursery location on the east side of Des Moines Memorial Drive, just north of State Route 518, in the City of SeaTac.

Included were wetland restoration; wetland and riparian enhancement and buffer restoration with more than 13,000 new native trees and shrubs; enhancement of Miller Creek including installation of habitat features such as large woody debris; plus conversion of a storm drain pipe to an open swale for better treatment of rainwater runoff.

This brings the total number of mitigated wetland and buffer acres near the airport to more than 102. The Port also created or enhanced 68 acres along the Green River in Auburn.

In a separate but related effort, the Port converted four construction storm water ponds for permanent use. These ponds were originally built to manage runoff from the third runway project. They were lined with weed control fabric and covered with netting to discourage birds, which can be hazardous to aircraft. There are 10 storm water detention ponds serving the airport, with plans to add one more this summer. Also in summer 2010, the Port plans other Miller Creek improvements including removal of a box culvert to improve fish migration, and steps to enhance the flow in the relocated section of the creek.

## Interns gain real-world experience

Nine high school and college students served as interns at Sea-Tac Airport in 2009, working in fields such as security, environmental programs, engineering and emergency planning.

These paid internships give students an inside perspective on the variety of skills needed to keep the airport running, and the extensive coordination that goes on with the airlines and Federal Aviation Administration (FAA).

As part of an enrichment program, the interns also toured areas rarely seen by the public, including the FAA air traffic control tower, Port of Seattle fire and police facilities and the baggage handling operation. The students also participated in the first intern environmental service project, spending a half day clearing out invasive species in the Walker Creek Basin.

College internships at the airport are open to all. High school internships at the airport are targeted to students within the airport communities. For details, contact Derek Bender at [bender.d@portseattle.org](mailto:bender.d@portseattle.org).

## Acquisition services in new location

The Port of Seattle's Acquisition and Relocation Office recently moved from its neighborhood field office on 28th Avenue South to the Port's Airport Office Building, at the south end of Sea-Tac Airport's Main Terminal. For details, call (206) 787-6792.

The mailing address is:

*Port of Seattle  
Acquisition and Relocation  
Seattle-Tacoma International Airport  
P.O. Box 68727  
Seattle, WA 98168-0727*

### Asistencia en Español

Para ayuda en español, por favor deje un mensaje al (206) 787-7142 con su nombre y número de teléfono y le regresaremos su llamada.  
Gracias.

#### Port of Seattle Commissioners

Tom Albro  
Bill Bryant  
John Creighton  
Rob Holland  
Gael Tarleton

#### Chief Executive Officer

Tay Yoshitani

#### Airport Managing Director

Mark M. Reis

#### Aviation Community Development

Director, Diane Summerhays

#### Public Affairs

Director, Jane Kilburn  
Assistant Director, Terri-Ann Betancourt  
Editor, Marlys St. Laurent



*Where a sustainable world is headed.™*

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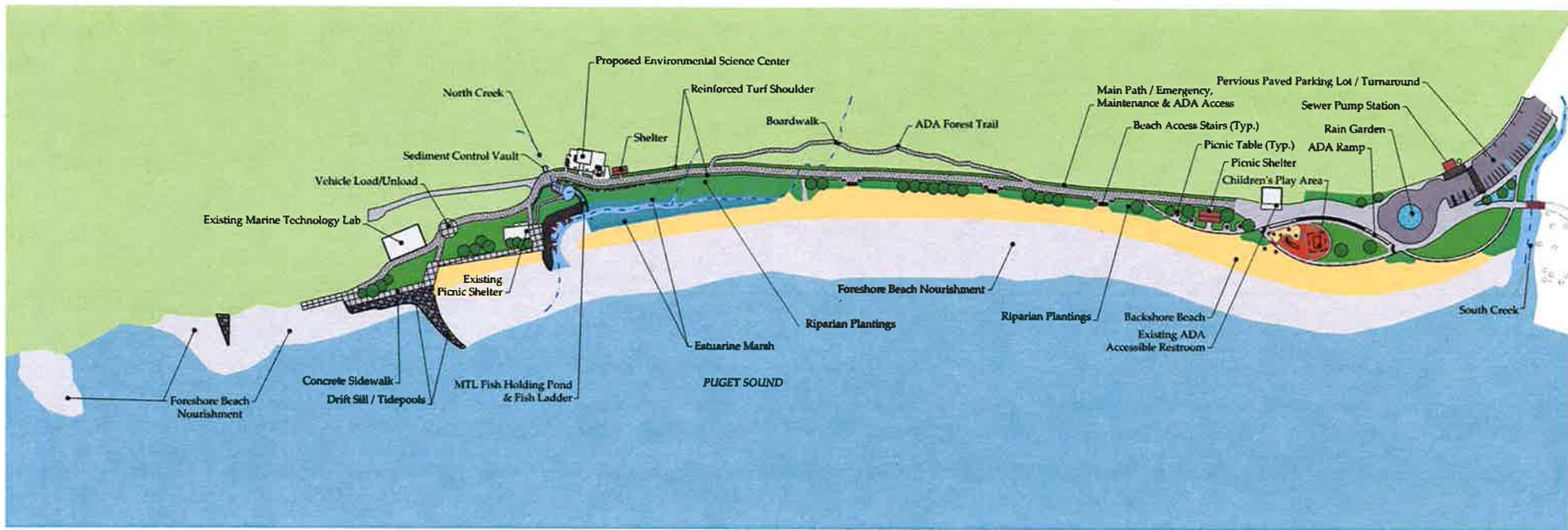
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Seattle, WA 98168-0727  
P.O. Box 68727  
Seattle-Tacoma International Airport  
Public Affairs  
Port of Seattle  
**Air Mail**

**CITY OF BURIEN  
AGENDA BILL**

|   |  |  |
|---|--|--|
| <b>Agenda Subject:</b> Discussion on a Proposed Joint Development Agreement with Southwest Suburban Sewer District (SWSSD)  |  | <b>Meeting Date</b> February 8, 2010   |
| <b>Department:</b> Parks, Recreation & Cultural Services<br><b>Contact:</b> Michael Lafreniere, Director<br><b>Telephone:</b> 206-988-3703  | <b>Attachments:</b><br>1. <u>Seahurst Site Plan</u><br>2. <u>Draft Development Agreement</u><br>3. <u>SWSSD Project Overview</u> | <b>Fund Source:</b> N/A<br><b>Activity Cost:</b> N/A<br><b>Amount Budgeted:</b> N/A<br><b>Unencumbered Budget Authority:</b> N/A |
| <b>Adopted Work Plan Priority:</b> Yes <input checked="" type="checkbox"/> No   | <b>Work Plan Item Description:</b> Complete Seahurst Park North Shoreline Feasibility Studies                                    |  |
| <b>PURPOSE/REQUIRED ACTION:</b><br>The purpose of this agenda item is to provide an opportunity for staff to update the Council regarding the feasibility study on the Seahurst Park North Shoreline Restoration Project and for representatives of the SWSSD to provide project information regarding their proposed sewer line relocation and pump station construction at Seahurst Park.   |  |  |
| <b>BACKGROUND</b> <i>(Include prior Council action &amp; discussion):</i><br>The Seahurst Park Master Plan points out the need to restore habitat and recreation features in the park. The City's 2009-2010 Financial Plan and adopted Council Goals call for the city to complete the Seahurst Park North Seawall Removal and Beach Restoration project listed in the Capital Improvement Program. The Parks Department has been conducting a feasibility study with the U.S. Army Corps of Engineers to clearly identify the scope and costs associated with the first phase of this project.   |  |  |
| During the feasibility study, the SWSSD contacted the Parks Department regarding their intention to perform sewer line relocation work and the addition of a pump station within Seahurst Park. The work is necessary to resolve ongoing issues with system failures which impact residents adjacent to Seahurst Park and also facilities within the park. The proposed work will also eliminate location conflicts between a section of sewer line within the beach and the shoreline restoration work that the City and the USACE hope to perform in the fall of 2010, with Council approval. The City and the SWSSD propose to closely coordinate their two separate projects, to the mutual benefit of both entities. The desired outcome of this relationship will be for the SWSSD to complete their work within the park efficiently, to mutually agreed upon design standards, and prior to the work to be performed by the City and USACE. The SWSSD will return to Council in the future for approval of a utility easement, as their project progresses. |  |  |
| To formalize the relationship and identify the criteria necessary for a successful project understanding, the City and the SWSSD will enter into a Joint Development Agreement.   |  |  |
| <b>OPTIONS:</b><br>N/A  |  |  |
| <b>Administrative Recommendation:</b> Discussion is for information purposes only and no Council action is being requested.   |  |  |
| <b>Committee Recommendation:</b> N/A  |  |  |
| <b>Advisory Board Recommendation:</b> N/A   |  |  |
| <b>Suggested Motion:</b> None Required  |  |  |
| Submitted by: Michael Lafreniere<br><b>Administration</b> _____   |  | Mike Martin<br><b>City Manager</b> _____   |
| <b>Today's Date:</b> February 1, 2010   | <b>File Code:</b> \\file01\records\cc\agenda bill 2010\020810pks-1 swssd.doc   |  |





Legend:

- |  |  |
|--|--|
|  Crushed Rock Path                           |  Restored Riparian Habitat |
|  Concrete Path                              |  Restored Estuarine Marsh |
|  Pervious Concrete Parking Lot / Turnaround |  Rain Garden              |
|  Buried Sheetpile Wall                      |  Lawn                     |
|  Foreshore Beach Restoration                |  Proposed Tree            |
|  Backshore Beach Restoration                |  |
|  Salvaged Rock rip-rap                      |  |





## JOINT DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF BURIEN

AND

THE SOUTHWEST SUBURBAN SEWER DISTRICT

THIS JOINT DEVELOPMENT AGREEMENT (“**Agreement**”) is made as of this \_\_\_ day of \_\_\_\_\_, 2010, (“**Effective Date**”) between the **City of Burien**, a municipal corporation operation as a non-charter code city under the laws of the state of Washington (the “**City**”), and the Southwest Suburban Sewer District, a sewer district operating under authority of Title 57 RCW as a water-sewer District (the “**District**”) with its administrative offices located at 431 SW Ambaum BLVD, Burien, WA 98166-2462, hereinafter collectively referred to as the “**Parties**” or individually as “**Party**”.

### RECITALS

WHEREAS the City is the owner and operator of that certain property known and referred to as Seahurst Park located in the City of Burien (hereinafter the “**Park**”), and

WHEREAS the District owns and operates a sewer system, a portion of which is located in the Park, and

WHEREAS, the City has joined with the Army Corps of Engineers (“**USACE**”) for the design and construction of a shoreline restoration project in the Park as more specifically described herein (the “**Restoration Project**”); and

WHEREAS, the City has initiated the work necessary to submit a project permit application for permitting and environmental review

WHEREAS, the District desires to take this opportunity to renovate existing District sewer system facilities located within the Restoration Project and make additional improvements to the sewer system including construction in the park of a new sewer pump station as more specifically described herein (the “**Utility Project**”); and

WHEREAS, it is necessary to coordinate the work for and scheduling of the Restoration Project and Utility Project to ensure that the projects are mutually compatible and to minimize delay, conflict, waste and unnecessary expense; and

WHEREAS, the City and the District find it mutually beneficially to enter in to a joint development agreement to provide for, among other things, a single project permit application, joint planning and project scheduling of key elements, review and cost reimbursement, and conveyance of property rights necessary to construct and install the District improvements:

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual undertaking and promises contained herein, including the matters described in the recitals to this Agreement and the benefits to be realized by each party and, for other valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION OF RECITALS:** The recitals are hereby incorporated into this Agreement as though fully set forth herein.

2. **PROJECT DESCRIPTIONS:**

2.1. **Restoration Project.** This will be a joint project, with the City of Burien and the Army Corps of Engineers (USACE) as project partners. It will include final design and construction of a shoreline restoration project at Seahurst Park in Burien. The project proposes the restoration of over 2000 feet of Puget Sound shoreline through the removal of 1800 lf of concrete seawall, 3900 cy of rock riprap, 1770 cy of gabions, 27,700 sf of paving and 27,000 cy of upland fill, along with re-grading the beach to natural profiles and the placing of gravel and sand sediments. The project is designed to recreate many of the physical properties of the beach prior to development of the site in the early 1970's. The physical properties to be reintroduced include beach slope and substrate, marine riparian vegetation, backshore and a pocket estuary and salt marsh.

2.2. **Utility Project.** This project proposes the construction of a sewer pump station within Seahurst Park adjacent to the park's lower parking lot, including a slipline or new force main extending from the pump station through the park and then down to and northerly along the Puget Sound shoreline, and modifications to Pump Station 7, north of Seahurst along the shore, and a potential new pump station at the southern end of Standring Lane. The Utility Project will be more specifically described in the approved District Construction Plans.

3. **DEFINED TERMS.** For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number

include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein be renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances, and regulations now in force or hereinafter enacted or amended. Words defined in the recitals above where capitalized shall have the same meaning throughout this Agreement.

“City Improvements” shall mean and refer to all facilities, materials, equipment, structures, and appurtenances of City, whether underground or overhead to be constructed in the Park as part of the Restoration Project.

“City Work” shall mean any and all activities of the City and the USACE, or their officers, directors, employees, agents, contractors, subcontractors, volunteers, invitees, or licensees, within the Park to Construct the City Improvements.

“City Construction Plans” shall mean and refer collectively to the plans and specifications for the construction of the City improvements in, over, and upon the Park, illustrating and describing the refinement of the design of the City Improvements to be constructed and related improvements, establishing the scope, relationship, forms, size and appearance of the City Improvements by means of plans, sections and elevations, typical construction details, location, alignment, materials, and equipment layouts. The City Construction Plans shall include specifications that identify utilities, major material and systems, Park improvements, restoration and repair, and establish in general their quality level.

“District Construction Plans” shall mean and refer collectively to the plans and specifications for the construction of the District improvements in, over, and upon the Park, illustrating and describing the refinement of the design of the District Improvements to be constructed and related improvements, establishing the scope, relationship, forms, size and appearance of the District Improvements by means of plans, sections and elevations, typical construction details, location, alignment, materials, and equipment layouts. The Construction Plans shall include specifications that identify utilities, major material and systems, Park improvements, restoration and repair, and establish in general their quality level. More specifically, the District Construction Plans shall include, but are not limited to:

a. Elevations, typical cross-sections, and depths of the Improvements including but not limited to the sanitary sewer lines, the pump station, electrical vaults, the specific configuration and relationship of design elements of the pump station and its components and related facilities,

b. A description of the technical aspects of the District Improvements,

including materials and finishes;

- c. Engineering and architectural site plans, including structural elements of the foundation system supporting the District Improvements and showing all structures within and adjacent to the Easement area in relation to projected final topography on the surface, with all proposed connections to the District sewer system, including, elevations showing location of all connecting outside utilities;
- d. Outline of the exterior of the pump station including but not limited to paving, landscaping, lighting concept and fencing;
- e. Typical materials and a time schedule for construction;
- f. A narrative description of how the District Work will occur (“**Work Flow Plan**”), giving sequence of specific tasks and activities that will take place in preparation for and completing the District Work including all required inspections and checklist, the coordination requirements of the District, its contractors and the City, key cutovers of service lines; an environmental mitigation plan and temporary environmental controls for the District Project: an operation plan that identifies any temporary pumping facilities including control systems that will operate until the new pump station when it is operational; operational testing and commissioning plan; and, a plan for decommissioning of the existing District facilities;
- g. Proposed layouts for exterior signage and graphics;
- h. Other issues that may need to be considered and addressed in the Construction Plans are drainage and foundation drains around the District Improvements, backfill material and compaction requirements, and access panels;

“100% Complete” means a Design Document(s) upon which City’s or the District’s contractors will rely in constructing the City or the District Improvements.

“District Improvements” Shall mean and refer to all facilities, materials, equipment, structures, and appurtenances of District, whether underground or overhead to be constructed in the Park as part of the District’s utility system, including by way of example and not limitation, case, pipe, line, equipment, mechanical systems, vaults, vents, encasements, sleeves, valves, wires, supports, foundations, anchors, buildings, fencing, and signage.

“Direct Costs” shall mean and include all costs and expenses to the City directly related to a particular activity or activities, including by way of example:

- a. All costs and expenses of materials, equipment, supplies, utilities, consumables, goods and other items used or incorporated in connection with and in

furtherance of such activity or activities and any taxes, insurance, and interest expenses related thereto, including costs for crews and equipment;

b. All costs and expenses of labor inclusive of payroll benefits, non-productive time and overhead for each of the labor classifications of the employees performing work for the activity and determined in accordance with the City's ordinary governmental accounting procedures; and,

c. All costs and expenses to the city for any work by consultants or contractors to the extent performing work for a particular activity or activities, including by way of example and not limitation, engineering and legal services.

"District Work" shall mean any and all activities of the District, or its officers, directors, employees, agents, contractors, subcontractors, volunteers, invitees, or licensees, within the Park to Construct the District Improvements.

"Easement(s)" shall mean and refer to an easement granted pursuant to the terms and conditions of this Agreement for the purpose of providing for long-term use of a specifically defined location within the Park for the maintenance, repair, and operation of and access to District Improvements.

"Environmental Conditions" shall mean the presence of a release or threatened release of hazardous substances (as that term is defined in Washington's Model Toxics Control Act ("MTCA"), RCW 70.105.D.020) into the environment at the Property in excess of MTCA level Method C Industrial cleanup standards

"Environmental Standards" shall mean all applicable federal, state and local environmental laws and ordinances and all regulations promulgated there under, whether currently in effect or enacted or amended from time to time in the future including, but not limited, to the Endangered Species Act ("ESA"), the Resource Conservation and Recovery Act ("RCRA") at 42 U.S. C. § 6921 et. seq., the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") at 42 U.S.C. § 9601 et. seq., the Clean Air Act at 42 U.S.C. § 7401 et. seq., the Federal Water Pollution Control Act, as amended at 33 U.S.C. 1318, the Toxic Substances Control Act at 15 U.S.C. § 2601 et. seq., the Shoreline Management Act, Ch. 90.58 RCW, the Hazardous Waste Management Act, Ch. 70.105 RCW, the Clear Air Act, Ch. 70.94 RCW, the Water Pollution Control Act, Ch. 90.48 RCW, and the Model Toxic Substances Control Act ("MTCA") at RCW 70.105.D, et seq., and also including but not limited to applicable guidelines, levels and standards currently in effect or enacted or amended from time to time in the future by the applicable federal, state or local regulatory authority for addressing environmental contamination of any sort.

"Law(s) and Ordinance(s)" shall mean all present and future applicable laws, ordinances, rules, regulations, resolutions, permits, authorizations, environmental standards, orders and requirements of all federal, state, county and municipal governments, the

departments, bureaus or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Improvements, including the City of Tacoma acting in its governmental capacity, to the extent not preempted by federal Laws, regulations, or other requirements.

“Person” means and includes any individual, corporation, partnership, association, joint-stock-company, limited liability company, political subdivision, public corporation, taxing districts, trust, or any other legal entity, but not the City or any Person under contract with the City to perform in the Park.

“Project” shall mean, for purposes of SEPA Review and application for Shoreline Substantial Development Permits (SSDP), the Restoration Project together with the Utility Project.

#### **4. UNDERSTANDING/INTENT:**

4.1 General. The Purpose of this Agreement is to formalize a cooperative agreement between the City and the District. The agreement will allow for joint local permitting of the Restoration Project and Utility Project as a single project to include SEPA and Shoreline Substantial Development Permits (SSDP), and will further provide for allocation of costs, coordination of schedules and design/engineering, and design review and approval. It is mutually agreed that both projects will benefit from shared resources and very close coordination of activities. Common goals of both projects are to restore the Burien shoreline and reduce negative impacts to the marine environment. The Utility Project has specific elements that are necessary for completion of the Restoration Project and the intent is that these elements shall be completed in advance of the Restoration Project.

It is further understood, that certain Utility Project Elements are being Constructed for the convenience and benefit of the District upon Property owned and controlled by the City for use as a Public Park, and that the City has a reasonable expectation that the District Improvements will be compatible with the use of the Park uses, will conform to the aesthetic characteristics of the Park and the area surrounding these improvements, and that the District Improvements do not impair current or future use of the Park except in ways approved by the City herein. Therefore, the District Improvements will be subject to design review and approval to ensure that such District Improvements meet the above expectations.

This Agreement is therefore entered into for the purpose of establishing the rights, duties and obligations of the Parties relative to the joint undertaking described herein.

4.2 City’s Regulatory Role Reserved. The District acknowledges that its rights under this Agreement are limited and that the City has not made any representation or warranty with respect to the District’s ability to obtain any permit or regulatory approval, or to meet any other Legal Requirements for development of the District Improvements.

Nothing in this Agreement is intended or shall be construed to require that the City exercise its discretionary authority under its regulatory Ordinances to further the Project. Any City design review and approvals provided for herein are independent of, in addition to, and do not in any way obligate the City with respect to usual and customary City permitting, code compliance and other regulatory reviews, except that the Utility Project and the Restoration Project shall be combined and considered as one joint Project for purposes of local project permitting. The outcome of any such regulatory review is independent of and is in no way biased, prejudiced or predetermined in any way by this Agreement.

4.3 No Warranty. Approvals given by the City shall not constitute any representation or warranty, express or implied, as to the adequacy of the design of the Facilities or suitability of the Park for construction, maintenance, or repair of the District Improvements.

4.4 Consideration. The Parties agree that the District will benefit from the project coordination and joint permitting contemplated herein and from the long-term use of the Park for construction, maintenance, and operation of the District Improvements. The District agrees that the obligations of the District as set forth in this Agreement, including without limitation the allocation of permitting costs to the District and compensation to the City for use of the Park for the construction, maintenance and operation of the District Improvements, constitutes equitable and reasonable consideration given to the City herein.

In addition, and in further consideration of the grant of an easement to the District by the City, pursuant to Section 11.3 of this Agreement, the District agrees to pay to the City the amount of \_\_\_\_\_ dollars in United States Currency (\$\_\_\_\_\_). Such payment shall be made to the City on or before issuance of the Certificate of Completion pursuant to Section 11 of this Agreement. In the alternative, upon mutual agreement of the Parties, the District may satisfy this obligation by providing in-kind services to the City.

4.5 Property Description. The Park property is legally described in the attached Exhibit "A" (the "Property").

4.6 Overriding Legal Requirements. Notwithstanding anything to the contrary in this Agreement, nothing shall be deemed to preclude or excuse the City or District from complying with all applicable Laws and Ordinances and Environmental Standards. Mandated requirements shall include measures uniformly applicable to all similar Projects or properties which, if not observed, would subject the City or District to penalties, sanctions, loss of funds or other restrictions, or findings of noncompliance.

4.7 District Assistance. Upon request by the City, the District will provide a presentation in coordination with the City, to the Burien City Council, which outlines project benefits, scope of work and schedule, participate in Project meetings, provide documents and other resources necessary in relation to processing of the joint application for the Project, and makes its staff and contractors reasonably available to attend meetings in furtherance of the

Project and District obligations under this Agreement.

4.8 Term. The obligations of the City and the District shall terminate upon recording of the Easement pursuant to Section 11.3 of this Agreement; provided that, obligations of the parties pursuant to Sections 7 (Environmental Liability), 9.4 (Indemnity) and 9.5 (Duty to Defend) of this Agreement shall survive termination or expiration.

## **5. PROJECT MANAGEMENT:**

5.1 Project Manager. The rights, duties, and obligations identified in this Agreement shall be designated by each Party as a project for which a project manager shall be designated from time to time (hereafter "Designated Project Manager(s)"). The Designated Project Managers will work together to manage the Project under good Project management principles to ensure compliance with the obligations of each Party and to expedite all design, construction, maintenance, repair, replacement, improvements, coordination, approvals, permits, payments, and all other rights, duties, and obligations identified in this Agreement. Each Party shall advise the other in writing of the name of its Designated Project Manager.

The City will be responsible for managing the City Work at its sole cost and expense, and the District will be responsible for managing the District Work, at its sole cost and expense, provided that the Parties shall coordinate their activities to avoid, or minimize to the extent practical, any conflict, interference, or delay. Such coordination shall include joint development of construction schedules for key elements of the both the City and the District Project showing critical path and milestones for each of the projects.

5.2 Permits. Except with regard to SEPA review and SSDP, the City shall be responsible for application for all permits required for the Restoration Project and the District shall be responsible for application for all permits required for the Utility Project; provided that, the Parties agree to work collaboratively to apply for such permits. The Parties agree that the City shall submit, on behalf of the City and the District, a single joint application for the Project for purposes of SEPA review and SSDP. The joint application shall be prepared by the City in coordination with the District; provided that, the District shall approve the application as a condition precedent to submittal. For purposes of submittal of the joint application, the District agrees to make available to the City all District resources reasonably required to complete the SEPA review and SSDP applications and approvals.

### **5.3 District Construction Schedule**

5.3.1 The Parties acknowledge and understand that some elements of each project can be commenced and completed without impact upon, interference with or delay to the other project. The Parties further acknowledge and understand that construction of other key elements of each project must be commenced and completed in a particular sequence and/or manner in order to avoid conflict, interference or delay. The Parties will work cooperatively to identify each such key element, and will work cooperatively to determine the

critical path of each such project element within the construction schedule of each project. The District shall subject a construction schedule for the District Work for review and approval by the City, which construction schedule shall be incorporated herein as Exhibit "B" (the "District Construction Schedule"). The critical path of the District Construction Schedule will be relied upon by the City for commencement and completion of the City Work; therefore, the District shall not materially alter or deviate the District work identified in the critical path of the District Construction Schedule without prior written approval by the City. All critical path elements of the District Work shall be complete by **November 30, 2010**.

5.3.2 The City shall have the right to disapprove any modifications to the District Construction Schedule which (a) do not meet the requirements of this Agreement; (b) do not comply with all applicable Legal Requirements; (c) would violate the terms of any permits, licenses, permissions, consents or approvals required to be obtained from governmental agencies or Third Parties; (d) cause the construction schedule of the City Improvements to be adversely impacted, (e) involve proposed changes in work or materials that would result in a material diminution in quality of the District Improvements, or (e) do not meet the design requirements for construction of District Improvements as determined by the City. The City shall not withhold such approval unless it determines, in its reasonable discretion, that such alteration or deviation would interfere, conflict with or delay the City Work.

5.4 Standards of Performance. The District shall perform the terms of this Agreement according to the following standards:

5.4.1 All District Work hereunder shall comply with, and be performed in accordance with this Agreement and all applicable Laws and Ordinances and Environmental Standards, free and clear of all liens.

5.4.2 The District agrees to diligently design, construct and complete the District Improvements in a good and workmanlike manner and of good quality.

5.4.3 The District shall warrant that the District Work and District Improvements will comply with the approved 100% Complete District Construction Plans.

5.4.4 The District shall notify all of its contractors of this Agreement and shall require its contractors to advise any subcontractors of this Agreement.

## **6. CONSTRUCTION:**

6.1 General. The District understands that commencement of District Work and completion thereof shall be in accordance with the District Construction Schedule identified at Section 5.3 of this Agreement, excluding time periods when the design, construction or development of the District Project is unavoidably delayed by reasons of Enforced Delay or delayed or extended by reason of a written request by the District and granted by the City.

The Parties further understand and agree that construction on the Property shall be consistent with and shall not materially deviate from the approved District Construction Plans.

6.2 Conditions Precedent to Commencement of Construction. The following conditions shall have been satisfied prior to commencement of District Work:

6.2.1 Compliance with Agreement. The District shall be in material compliance with the Agreement;

6.2.2 District Construction Schedule. The District shall have submitted and the City shall have approved, the District Construction Schedule;

6.2.3 District Construction Plans. The District shall have submitted and the City shall have approved, the 100% Complete District Construction Plans;

6.2.4 Insurance Certificates. The District shall have submitted, and the City shall have approved, the insurance certificates required pursuant to Section 9 of this Agreement;

6.2.5 Cost Reimbursement. The District shall have reimbursed the City for its permitting costs as required pursuant to Section 10 of this Agreement; and

6.2.6 Permits. The District shall have in place all permits that are necessary to commence with District Work.

6.3 District Construction Plans.

6.3.1 District shall submit for approval in accordance with Section 6.3 of the Agreement and the City shall have approved the 100% Complete District Construction Plans inclusive of the District Construction Schedule for the District Improvements. The Construction Plans for the District Project, when and if approved, shall be incorporated by reference into this Agreement as Exhibit C and shall include Construction Schedules which shall be incorporated by reference into this Agreement as Exhibit "B" (Construction Schedule).

6.3.2 Any material modification to approved Construction Plans shall be submitted for prior written approval by the City, and if not so approved, the previously approved Construction Plans shall continue to control. The City shall have the right to disapprove any modifications which (a) do not meet the requirements of this Agreement; (b) do not comply with all applicable Legal Requirements; (c) would violate the terms of any permits, licenses, permissions, consents or approvals required to be obtained from governmental agencies or Third Parties; (d) cause the construction schedule of the City Improvements to be adversely impacted, (e) involve proposed changes in work or materials that would result in a material diminution in quality of the District Improvements, or (e) do

not meet the design requirements for construction of District Improvements as determined by the City.

6.3.3 Design Review Approval Process. District shall submit for approval to the City the 100 % Complete District Construction Plans. District's request for approvals shall be in writing and shall include sufficient information and such other information as may be required so as to permit the City to make an informed decision with respect thereto (the "request"). The District understands that such design review by the City is for the purpose of protecting the City's interest in the Property. The City may review and approve the 100% Complete District Construction Plans with respect to:

6.3.3.1 Location/Alignment/Depth;

6.3.3.2 The manner in which the District Improvements are to be installed;

6.3.3.3 Measures to be taken to preserve safe use of the Property;

6.3.3.4 Structural integrity, functionality, appearance, compatibility with and impact upon the Park including the facilities and structures in the Park;

6.3.3.5 Ease of future maintenance, and appearance of the Park;

6.3.3.6 Compliance with applicable Standards and codes, except to the extent such review and approval is within the sole jurisdiction of a state or federal regulatory agency or is otherwise preempted by Law; and

6.3.3.7 Ensuring that the above ground District Improvements, including the pump station, complement or match adjacent structures and landscapes with specific design considerations such as architectural designs, height, bulk, scale, color, texture, materials, and landscaping.

The City may further review the submittals to determine and ensure, (1) compatibility of the proposed use with the primary use of the Park for recreational uses, (2) that the proposed use will not present a danger to or interfere with public use of the Park, (3) that the Park will be protected and preserved, (4) that there exists sufficient capacity within the Park to accommodate the proposed District Improvements, and (5) that the proposed Facilities will not impair present or planned future operation or construction within the Park.

The City may include special conditions as are necessary for the protection, preservation and management of the Park, including, by way of example and not limitation, for the purpose of providing for the proper restoration of Park and to protect the public and the continuity of use; provided that, the City is prohibited from imposing conditions for the purpose of regulating the activities or operations of the District.

It is not the purpose of the design review to determine compliance with the City land use code or development regulations applicable to the development of land

Approvals by City under this Section 6.3 shall not be unreasonably withheld and shall be deemed given with respect to the submitted material (the "submission") unless City shall notify District in writing within 35 days of the request, stating the reasons for withholding approval. District shall, upon receipt of disapproval, modify the submission, taking into account such objections, and promptly resubmit it to the City for approval in accordance with the time schedule set forth herein. Such process of submittal, review and comment by the City, and re-submittal by District, shall continue until such time as the submission has been approved by the City. District shall not commence District Work unless the City shall have specifically approved the 100% Complete District Construction Plans. Approval shall not be required for any modification, replacement, alteration or addition (but excluding any relocation) to any previously approved submission, unless there is a material change from the previously approved submission.

6.4 Preparation of Site. City shall not be responsible for any site preparation in connection with the District Work or any existing improvements thereon.

6.5 Utility Service. The City makes no representations as to the availability or suitability of utility connections to the District Improvements. This Agreement shall not be read to diminish, or in any way affect, the authority of the City to control and charge for the use of the light, water, storm, refuse, and sewer utilities. Therefore, if District desires to use such utilities it must obtain necessary agreements or consents for such uses, as may be required by the City or the utility operator. Any costs of installation, connection, or upgrading shall be paid by District. Except as may be otherwise agreed to by and between District and the City or private utility owner, and except as required by a utility's easements or other property or contract rights or agreements, any costs of relocating public or private utilities for the District Improvements shall be borne by District, including but not limited to, water, sanitary sewer and storm and sewer mains, streetlights, traffic lights, electric utilities, and fire hydrants.

6.6 Construction of All Improvements. District agrees that once District Work has begun, it will proceed diligently with such work until all District Improvements have been fully completed. All construction hereunder shall be substantially completed by the applicable dates set forth in Exhibit B Construction Schedule and in conformance with Section 8 (Construction on the Property).

6.7 Disclaimer of Liability by City. Approval by City pursuant to this Agreement shall not constitute a representation or warranty by City that such item complies with Laws or Ordinances and City assumes no liability with respect thereto. Notwithstanding any provision of this Agreement to the contrary, City is under no obligation or duty to design, supervise the design, construct or supervise the construction of the District Improvements.

Likewise, the District is under no obligation or duty to design, supervise the design, construct or supervise the construction of the City Improvements. City's approval of the District Construction Plans, as provided above, is for the sole purpose of protecting its rights as the owner of the Property and shall not constitute any representation or warranty, express or implied, as to the adequacy of the design, or any obligation on City to insure that work or materials are in compliance with the District Construction Plans or any building requirements imposed by a governmental entity. City is under no obligation or duty, and disclaims any responsibility, to pay for the cost of construction of the District Improvements, the cost of which shall at all times remain the sole liability of District. Likewise, the District is under no obligation or duty, and disclaims any responsibility, to pay for the cost of construction of the District Improvements, the cost of which shall at all times remain the sole liability of City.

6.8 Governmental Approvals. Except as otherwise provided herein, the District shall apply, at its sole cost, to the appropriate Governmental Authorities or Third Parties for, and shall diligently pursue and obtain, any permit, license, permission, consent or approval as required by law in connection with the construction of the Improvements. District shall apply for, diligently pursue, and use its best efforts to obtain the building and other permits allowing the construction of the District Improvements. City, in its proprietary capacity only, agrees to cooperate reasonably with District in its efforts to secure such permits.

## **7. ENVIRONMENTAL LIABILITY**

7.1 Parties Understanding. The District understands that the District Work on the Property may require the removal of a portion of the Native Soils. ("Native Soils" shall mean all surface and subsurface material currently located on and within the Property). District further understands that such District Work may cause increased environmental liability or costs, or statutory, regulatory or common law environmental obligations. District agrees, therefore, that it shall be responsible for all remedial action on the Property or other environmental liability costs on the Property necessitated as a result of the District Work on the Property and that it holds harmless and shall not seek compensation from the City, its officers, Employees, agents, or elected or appointed officials, for reimbursement of or contribution to such costs or any other damages or liabilities related to the Property.

7.2 Waiver. District shall be deemed to have waived and released its right to recover from the City, its officers, Employees, agents, or elected or appointed officials, any and all damages, losses, liabilities, costs, or expenses whatsoever (including attorneys' fees and costs) and claims therefore, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way arising out of or connected with the physical condition or Environmental Condition of the Property or any law, ordinance, or regulation applicable thereto. Except that, this waiver and release shall not apply in the event that a regulatory agency with jurisdiction imposes liability on District or requires District to perform remediation activities associated with existing Environmental Conditions on the Property for which District is not responsible under Section 7.1, above. This waiver and release also shall not apply in the event of a Third-party claim based on physical condition of

the Property or existing Environmental Conditions for which District is not responsible under Section 7.1, above.

The City makes no warranties or representations as to the suitability of the soil conditions or any other conditions of the Property or structures thereon for any Improvements to be constructed by District, and District warrants that it has not relied on any representations or warranties, if any, made by the City as to the Environmental Conditions of the Property or the structures thereon for any Improvements to be constructed by the District. The City agrees to allow District free access to City's records with respect to conditions of the soils and to assist in obtaining the cooperation of other public and private agencies having such information.

7.3 District Investigation. District acknowledges that it has had the opportunity to diligently investigate to its full satisfaction the physical condition of the Property and all other matters that in District's judgment affect District's construction on the Property and District's willingness to enter into this Agreement. District acknowledges that neither the City nor any Employee, officer, agent or representative of the City has made any representations or warranties whatsoever regarding the Property or this Agreement or any facts relating thereto, including, without limitation, any representations or warranties concerning the physical condition or Environmental Condition of the Property, access, zoning Laws, suitability, feasibility, utilities, or any other matter affecting the Property or the use thereof.

## **8. CONSTRUCTION ON THE PROPERTY**

8.1 Entry upon Property. Upon written authorization by the City to commence District Work, District, its servants, employees, agents, contractors and/or subcontractors shall have access to the Property in connection with the District Work as is reasonably necessary in accordance with this Agreement; provided however, except to the extent expressly provided in this Agreement, this right of access shall not be deemed to require the City to take any actions or expend any funds to enable such persons to exercise such rights of access, and provided further that such access may not interfere with or disrupt in any way, other than in ways approved in advance by City, the use of the Property.

8.2 Record Drawings. As promptly as possible, but in no event later than three months after issuance of the Certificate of Completion, District shall furnish to City "record drawings" of the District Improvements.

8.3 Use of Property. During the District Work, District, with the prior written agreement of the City, may fence the Property for the temporary storage of construction equipment and materials; provided that such structures and fences (i) do not interfere with or disrupt in any way, other than in ways approved in advance by City, the ordinary use being made of the Park Property, (ii) do not interfere with or disrupt in any way, other than in ways approved in advance by City, the ordinary access to the Property, and (iii), do not interfere with or disrupt in any way, other than in ways approved in advance by City, the City Work.

District shall not store or temporarily place any goods, materials, or equipment (i) near a roadway, private grade, intersection, or crossing in such a manner as to interfere with the sight distance of persons approaching such crossing; or (ii) within such greater distance as required by public authority. Fuel and other hazardous substances shall not be stored unless in a manner approved by appropriate officials of the Fire District.

8.4 Compliance/Stop Work. District, at District's sole cost and expense, will furnish all materials, parts, components, equipment and structures necessary to construct the Improvements, or any part thereof, in accordance with this Agreement. Any and all work by District shall be done in a good and workmanlike manner, in conformity with all applicable engineering, safety, and other statutes, Laws, Ordinances, regulations, rules, codes, orders, or specifications of any public body or authority having jurisdiction. The City shall have the right to order the District and its contractors to stop any work that is not in conformance with the approved District Construction Plans until such time as the City is reasonably satisfied that such work will be brought into conformance therewith.

8.5 Imminent Danger. If, during construction, there is an emergency or the District Improvements create, or are contributing to, an imminent danger to health, safety, or property, that District is unable to immediately address, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the District Improvements without prior notice, and charge District for costs incurred. City shall provide notice of such danger as soon as practicable.

8.6 Inspection during Construction. City shall have the right to verify, by inspection, that the location of the work and the materials used in construction of the District Improvements are in compliance with the approved 100% Complete District Construction Plans. City shall give District reasonable notice of such inspections, and District may, at its option, designate a representative to accompany City's representative on such inspections. The costs to the City shall be borne by District in accordance with this Agreement.

8.7 Restoration of Property: District shall promptly repair any and all property that is disturbed or damaged during the construction of the District Improvements. Upon completion of the District Improvements, District shall ensure that the unimproved Property and all other public and private property that is disturbed or damaged during construction of the District Improvements is promptly returned to as good a condition as before the disturbance or damage occurred or if to a lesser condition, then to the satisfaction of the City or the private property owners. In the event District does not comply with the foregoing requirements, the City may, upon reasonable advance notice to District, take the actions to restore the Property, public or private, at District's sole cost and expense.

8.8 Artifacts. If, during construction of the Improvements, District, its agents, servants, Employees, contractors or subcontractors discover scientific or historic artifacts, District shall immediately notify City of said discovery and shall protect such artifacts until identified and removed by the appropriate authorities exercising jurisdiction. City shall have

the right of first refusal to acquire without cost to the City all artifacts recovered by District.

## **9. INSURANCE; INDEMNITY**

9.1 Insurance Requirements. District shall requires its contractors to maintain and keep in force insurance covering all aspects of the District Work on the Property, including but not limited to the following requirements:

9.1.1 Builders All Risk Comprehensive Coverage. All components of the District Improvements shall be insured for Builders All Risk Comprehensive Coverage including earthquake, fire, and flood and to include amounts sufficient to prevent the City or District from becoming a co-insurer under the terms of the applicable policies but in any event in an amount not less than 100 percent of the then full "Replacement Cost," being the cost of replacing the District Project components, and all fixtures, equipment, improvements and betterments thereto.

9.1.2 Commercial General Liability. Commercial General Liability insurance providing coverage against claims for bodily injury, death or property damage on the Property with broad form liability and property damage endorsement, naming the City as an additional insured, such insurance to afford minimum protection, during the term of the construction phase, and written for combined single limits of liability of no less than \$2,000,000, per occurrence, said amount to be adjusted from time to time with coverage deemed customary under like conditions.

9.1.3 Workers' Compensation Insurance. Workers' compensation insurance shall be maintained during the duration of District Work to comply with statutory limits for all of contractor's employees. The following minimum limits must be maintained: Workers' Compensation – Statutory, Employer's Liability - \$1,000,000 per occurrence.

9.1.4 Automobile Liability: Automobile liability insurance shall include owned, hired, and non-owned vehicles on an occurrence basis with coverage of at least \$500,000 per occurrence.

### **9.2 Insurance Policies:**

9.2.1 Insurance policies required herein Shall be issued by companies authorized to do business in the State of Washington with the following qualifications:

9.2.1.1 The companies must be rated no less than "A," as to general policy holders rating and no less than "X" as to financial category in accordance with the latest edition of Best's Key Rating Guide, published by A.M. Best Company, Incorporated.

9.2.1.2 The policies shall name the City as an additional insured for liability purposes.

9.2.1.3 The policies shall be issued as primary policies.

9.2.2 As to each such policy or certificate of insurance mentioned and required in this Section 9, (1) such policy or certificate of insurance shall not be canceled or materially changed without at least 30 days prior written notice to the City; (2) the insurance as to any one insured shall not be invalidated by any act or neglect of any other insured; (3) the insurance carrier shall waive all rights of subrogation against the Parties hereto; (4) the insurance shall be primary and noncontributory, and (5) the policy limits shall not limit the amount of damages that may be recovered.

9.2.3 The certificates of insurance and insurance policies shall be furnished to the City prior to commencing any District Work under this Agreement. The certificate(s) shall clearly indicate the insurance and the type, amount and classification, as required for strict compliance with this Section 9.

9.2.4 Cancellation of any insurance or nonpayment by District of any premium for any insurance policies required by this Agreement shall constitute an Event of Default under Section 15 of this Agreement. In addition to any other legal remedies, the City at its sole option after written notice and opportunity to cure as required for an Event of Default may obtain such insurance and pay such premiums for which, together with costs and attorneys' fees, District shall be liable to the City.

9.2.5 In the event that the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of the right of way then, in that event, District shall furnish, at least 30 days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage has been or will be obtained prior to any such lapse or termination during the balance of the period of the right of way.

9.3 Adjustments. The types of policies, risks insured, coverage amounts, deductibles and endorsements may be adjusted from time to time as District and the City may mutually determine.

9.4 Indemnity.

9.4.1 Release and Indemnity of City. District hereby releases City from, and agrees to indemnify, defend, protect and save City harmless from and against any and all claims, demands, suits, actions, judgments, recoveries, liabilities (including, but not limited to, any loss of and/or damage to the real or tangible personal property of City, and any loss of and/or damage to the property of Third Parties or District, and any loss and/or damage on account of injury to or death of, any persons whomsoever including Employees and agents of the Parties hereto and all other persons), costs and expenses (including, but not limited to, attorneys' fees) caused by or arising or growing out of the plan, design, construction and

installation or removal of the District Improvements, or any part thereof; unless such claims, suits, judgments or liabilities arise from the sole negligence of City, or its Employees, servants, agents, or officers elected or appointed.

9.4.2 Defect in Title. The Parties hereby agree that no damages shall be recoverable from one another because of any dispossession that results from any failure of or defect in City's title or the Rights granted herein by City to District.

9.4.3 Construction Project Indemnity. With respect to matters that are within the scope of RCW 4.24.115, relating to construction Project indemnity, District agrees to indemnify the City for damages arising out of bodily injury to persons or damage to property by reason of or caused by the concurrent negligence of the City or District, their agents or Employees only to the extent of District's negligence, and the Parties specifically waive immunity under Title 51 RCW to this extent.

9.4.4 Worker's Compensation. DISTRICT AGREES TO INCLUDE IN EACH CONSTRUCTION CONTRACT FOR CONSTRUCTION OF THE PROJECT THAT IF THERE IS LIABILITY FOR DAMAGE OR INJURY DURING CONSTRUCTION, EACH CONTRACTOR OR SUBCONTRACTOR WAIVES IMMUNITY UNDER THE WORKERS' COMPENSATION LAWS OF THE STATE OF WASHINGTON, TITLE 51 RCW, FOR CLAIMS BROUGHT BY ITS EMPLOYEES AGAINST DISTRICT AND THE CITY. FURTHER, EACH CONTRACTOR OR SUBCONTRACTOR SHALL AGREE TO INDEMNIFY AND HOLD DISTRICT AND THE CITY HARMLESS FOR DAMAGES ATTRIBUTABLE TO THE CONTRACTOR'S OR SUBCONTRACTOR'S NEGLIGENCE.

9.4.5 Duty to Defend. The Party in whose favor an indemnification runs, pursuant to any provisions of this Agreement (the "Protected Party"), shall give the other Party (the "Indemnifying Party") prompt notice of any claims or actions of which it is aware against the Protected Party under this Agreement. The Indemnifying Party shall promptly assume responsibility for the claim or undertake the defense of any litigation on behalf of the Protected Party, its agents, contractors and Employees; hold the Protected Party harmless for any reasonable expense associated therewith; and promptly pay any settlement or judgment that may be agreed to by the Parties or entered by a court. The Protected Party shall cooperate fully with the Indemnifying Party in the defense of any such claim or action. The Protected Party shall not settle any such claim or action without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld. In the event that the Indemnifying Party does not assume and meet its obligations under this Section 9.4.5 promptly upon receiving written notice from the Protected Party, the Protected Party may, at its option, make any reasonable expenditures or incur any reasonable obligations for the payment of money in connection with or arising out of the matters referred to in Sections 9.4.1 through 9.4.4, including, but not limited to, reasonable attorney's fees. Such sums paid or obligations incurred shall be deemed to be additional obligations of the Indemnifying Party under this Agreement and shall be paid by the Indemnifying Party upon the rendering of a statement to the Indemnifying Party therefore.

9.5 Indemnity From Liens. In no event shall the District cause to be attached to the Property or District Improvements any monetary obligation, including but not limited to Mortgages, mechanic's liens, attachment liens, judgment liens, execution liens, utility liens, tax liens, security interests or encumbrances. In no event shall the City have any obligation to District or any Third Party to satisfy any obligation that attaches to the Property or Improvements prior to assignment of all right, title, and interest in the Improvements by District to the City. District shall indemnify and hold harmless the City from and against all mechanics', materialmen's and laborers' liens and all costs, expenses and liabilities arising from construction of District Improvements upon the Property.

## 10. REIMBURSEMENT OF CITY COSTS.

10.1 Reimbursement. District agrees that it shall be responsible for payment to the City of all of the Direct Costs incurred by the City related or attributable to, (a) design review pursuant to Section 6.3.3 of this Agreement, (b) Project coordination, (c) inspection of District Work pursuant to Section 8.6 of this Agreement, (d) Project permit submittal pursuant to Section 5.2 of this Agreement, (e) Direct Costs incurred by the City up to the date of execution of this Agreement for any work performed by the City to prepare this Agreement and in preparation for Project Coordination and joint Project permit submittal, (f) Direct costs to the City to prepare and record the Easement, (g) a response to an emergency pursuant to Section 8.5 of this Agreement; and (g) restoration of property damaged or destroyed by the District when performed by the City or its agents pursuant to Section 8.7 of this Agreement.

10.2 Invoice. The District agrees that it shall reimburse the City within thirty (30) days of receipt of an invoice from the City for reimbursement of the City's Direct Costs. For purpose of this Agreement, receipt of notice shall mean the earlier of actual receipt or three (3) days following deposit of the invoice in the United States Mail, in a properly address postage pre-paid envelope. Any amounts payable under this Agreement which shall not be paid upon the due date thereof, shall bear interest at a rate of twelve (12%) percent per annum.

10.3 Accounting. The City shall, in accordance with its standard processes and procedures, keep records of the Direct Costs using a work order accounting system and shall require its subcontractors and consultants, if any, to maintain detailed records of all work performed which records shall be made available to District as attachments to invoices as required herein. For Direct Costs provided by consultants or subcontractors, the City agrees to procure the Direct Costs in accordance with contracts or task assignments that include a detailed scope of work and a budget that cannot be exceeded without written authorization. Each invoice shall be itemized and shall detail the City's and its consultants and subcontractors work to date and the cost of such work. The invoice should also identify the portions of the requested payment as either a deposit for future work or reimbursement for completed work.

10.4 Deposit. The City may, any time after execution of this Agreement, submit a notice of invoice to the District requiring the District to make a cash deposit with the City to

cover some or all of the anticipated reimbursable Direct Costs to be incurred by the City. The City will be entitled to draw upon the cash deposit in payment for the Direct Costs for which the City is entitled to reimbursement pursuant to this Agreement. District shall make the deposit, equal to the invoice amount, with the City no later than ten (10) business days after receipt of the notice invoice. The District shall be obligated to replenish the Deposit upon demand by the City; provided that, the deposit amount is less than seventy (75%) percent of the original deposit amount.

10.5 Contesting charges. District may contest a charge detailed in the invoice within 30 days of receipt of any invoice. The City will investigate District's contest and will make appropriate amendments to the invoice, if necessary. Nonetheless, District will still be required to make the deposit or reimbursement to the City in accordance with this Section 10 of the Agreement. However, District does not waive its rights to contest the amount of the Invoice with whatever legal remedies are available to the District.

10.6 Reconciliation and Reimbursement to District. Within 20 days of completion of District Work and final inspection, the City shall reimburse to District any unexpended remaining deposit funds paid to the City under Section 10.4 of this Agreement.

## **11. COMPLETION OF DISTRICT WORK:**

11.1 Notice of Completion. The District shall give notice to the City of completion of the District Work. The City will promptly inspect the District Work for conformance with the requirements of this Agreement, and if the District is in material compliance, including completion of all punchlist items, submittal of record drawings, and payment of all costs, fines, or fees due and owing under this Agreement, the City shall issue a written certificate of completion.

11.2. Removal of Materials/Equipment. Within 30 days of the District's receipt of the Notice of Completion, the District shall remove all of District's and its contractor's remaining materials and equipment from the Property and restore the Park to as good or better condition than existing prior to the commencement of the District Work, with the exception that the Property may be altered in ways approved by the City.

11.3 Easement. The City shall, upon its reasonable satisfaction that the Property has been restored in conformance with this Agreement and that all remaining obligations of the District have been satisfied, execute and record an Easement in substantially the form of the Easement attached hereto as Exhibit "D".

## **12. DISPUTE RESOLUTION; REMEDIES**

12.1 Communication and Negotiation.

12.1.1 Preventing Conflicts. The parties agree to use their best efforts to

prevent and resolve potential sources of conflict before they escalate into dispute, claims or legal actions.

12.1.2 Resolving Disputes Through Negotiation. The parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process, prior to exercising any rights the Party's may have in law or equity, should any such disputes arise:

12.1.2.1 Level One – Each Party's Project Manager shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within 10 business days after the referral of that dispute to Level One, either party may refer the dispute to Level Two.

12.1.2.2 Level Two – The District's general Manager and the City's City Manager shall meet to discuss and attempt to resolve the dispute in a timely manner.

12.1.3 Failure to Resolve Dispute Through Best Efforts. Except as otherwise specified in this Agreement, in the even the dispute is not resolved at Level Two within 10 business days after referral of that dispute to Level Two, the Parties may exercise whatever other rights they may have at law or in equity. At all times prior to resolution of the dispute, the parties shall continue to perform their respective duties under this Agreement in the same manner and under the terms as existed prior to the dispute.

12.2 The parties are signing this agreement on the date stated in the introductory clause. In the event a breach of this Agreement occurs, and the injured Party desires to take action arising from a breach by the defaulting party, the injured Party shall provide written notice to the defaulting Party, specifying the act or failure to act that constitutes a breach and stating a period of time of no less than 30 days for the defaulting Party to cure the breach. If the defaulting part fails to cure the breach within the specified time period, the injured party may exercise any rights that party may have at law or in equity to seek relief.

### **13. REPRESENTATIONS AND WARRANTIES**

13.1 The City's Representations. The City hereby represents and warrants to District that it has full statutory right, power and authority to enter into this Agreement and perform in accordance with its terms and provisions; that the Parties signing this Agreement on behalf of the City have the authority to bind the City and to enter into this transaction; and that the City has taken all requisite action and steps to legally authorize the execution, delivery, and performance of this Agreement.

13.2 District's Representations and Warranties. District hereby represents and warrants to the City that it has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions; that the Parties signing this Agreement

on behalf of District have the authority to bind District and to enter into this transaction; and that District has taken all requisite action and steps to legally authorize the execution, delivery, and performance of this Agreement.

**14. MISCELLANEOUS:**

14.1 Captions. The headings and captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement and shall be disregarded in constructing or interpreting any part of its provision.

14.2 Construction. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arms' length so that the judicial rule of construction to the effect that a legal document and any ambiguities contained therein shall be construed and resolved against the drafting Party shall be inapplicable in the interpretation of this Agreement.

The provisions of this Agreement shall be construed as a whole according to their common meaning not strictly for or against any part and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Agreement.

14.3 Entire Agreement. This Agreement and any collateral instruments referenced herein contain the entire agreement between the Parties hereto as to the subject matter hereof and supersedes all prior discussions and understandings between them. Previous drafts of this Agreement or any portions thereof shall not be utilized in any manner by either Party should any dispute arise as to the intent of this Agreement.

14.4 Modification of Agreement. This Agreement may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized officer or representative of each Party hereto in the same manner as such Party has authorized this Agreement.

14.5 Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inference be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of a Party being given "sole discretion" or being allowed to make a decision in its "sole judgment."

14.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto except that there shall be no transfer of any interest by any of the Parties hereto except pursuant to the express terms of this Agreement. Any reference in this agreement to a specifically named Party shall be deemed to apply to any successor, heir,

administrator, executor or assign of such Party who has acquired its interest in compliance with the terms of this Agreement, or under law.

14.7 Notices. All notices which may be or are requested to be given pursuant to this Agreement shall be deemed given when personally delivered, or when deposited in the United States Mail, postage prepaid, and marked registered or certified mail, return receipt requested, and addressed to the Parties at the following addresses unless otherwise provided for herein:

To the City:           City of Burien  
                          Attn: Parks Director  
                          400 SW 152nd Street, Suite 300  
                          Burien, WA 98166-2209

To the District:       Southwest Suburban Sewer District  
                          Attn: General Manager  
                          431 S.W. Ambaum Blvd,  
                          Burien, WA 98166-2462

Either Party may change the address to which notices shall be sent by notice to the other Party.

14.8 Incorporation by Reference. All exhibits and appendices annexed hereto at the time of execution of this Agreement or in the future as contemplated herein, are hereby incorporated by reference as though fully set forth herein.

14.9 Execution in Counterparts.

14.9.1 This Agreement may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

14.9.2 This Agreement becomes effective when it has been executed by the representatives of the Parties.

14.10 Waiver. No waiver by any Party of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing by the Party granting the waiver; and no such waiver shall be construed to be a continuing waiver. The waiver by one Party of the performance of any covenant, condition, or promise shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition, or promise hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

14.11 Rights and Remedies Cumulative. Except as otherwise expressly stated in this

Agreement, the rights and remedies of the Parties are cumulative, and the exercise of failure to exercise or more of such rights or remedies by either Party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default by the other Party.

14.12 Severability. If any term, provision, covenant, clause, sentence or any other portion of the terms and conditions of this Agreement or the application thereof to any person or circumstances shall, to any extent, become null, void, invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant, clause, sentence or any other portion of the terms and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in force and effect to the fullest extent permitted by law, unless rights and obligations of the Parties have been materially altered or abridged by such invalidation, nullification voiding or enforceability.

14.13 Applicable Law; Jurisdiction. This Agreement shall be interpreted under and pursuant to the Laws of the state of Washington. In the event any action is brought to enforce any of the provisions of this Agreement, the Parties agree to be subject to the jurisdiction in the King County Superior Court for the state of Washington or in the United States District Court for the Western District of Washington.

14.14 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between City and District. The Parties intend that the rights, obligations, and covenants in this Agreement and the collateral instruments shall be exclusively enforceable by the City and District, their successors and assigns. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder, except as may be otherwise provided herein.

14.15 Consents. Whenever consent or approval by the City is required under the terms of this Agreement, all such consents or approvals, if given, shall be given in writing from the City Manager, or the City Manager's designee, and shall not require the additional action of the City Council except where such consent or approval is specifically required by law or City Ordinance. Approval of any document which may be approved by the City Manager under this Agreement shall be given, if given, in writing, by the City Manger, and the City Attorney shall approve such document as to form.

14.16 Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Washington, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Washington, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday in the State of Washington.

14.17 Conflict of Interest. No member, official, or Employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or Employee participate in any decision relating to this Agreement which affects his personal interests or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or Employee of the City shall be personally liable to District or any successor in interest in the event of any default or breach by the City or for any amount which may become due to District or its successor or on any obligations under the terms of this Agreement.

14.18 Discrimination. District, for itself and its successors and assigns, agrees that during the construction of the Utility Project, District will not discriminate against any Employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, marital status, handicap or national origin.

14.19 Attorney's Fees. In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to the Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorneys', paralegals, accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys' fees related to or with respect to proceedings in Federal Bankruptcy courts, including those related to issues unique to bankruptcy law.

14.20 Enforced Delay. In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation (including suits filed by Third Parties concerning or arising out of this Agreement), weather or soils conditions which necessitate delays, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts of the other Party, acts or failure to act of any public or governmental entity or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. The lack of funds or financing of District is not an event or cause beyond the control or without the fault of the Party which will excuse compliance or justify an extension of time under this Section 14.20 of the Agreement. An extension of time for any such cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten days of receipt of the notice. Times of performance under this Agreement may also be extended in writing by City and District.

14.22 Time of the Essence. In all matters under this Agreement, the Parties agree that time is of the essence.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures and executed this Agreement as of the date first written above:

**SOUTHWEST SUBURBAN  
SEWER DISTRICT**

**CITY OF BURIEN**

By \_\_\_\_\_  
Ron Hall, General Manager

By \_\_\_\_\_  
Mike Martin,  
City Manager

Date: \_\_\_\_\_

By \_\_\_\_\_  
Michael Lafreniere,  
Parks Director

Approved as to form:

\_\_\_\_\_  
Attorney for District

Approved as to Form:

\_\_\_\_\_  
Christopher Bacha  
Kenyon Disend, PLLC  
Interim City Attorney

- Exhibits:     A - Property Description  
                  B – Construction Schedule – to be inserted  
                  C - 100% Complete Approved District Construction Plans – to be inserted  
                  D – Form of Easement

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///  
///  
///

A  
(Property Description)

DRAFT

B  
(Construction Schedule)

*To be inserted*

DRAFT

C

(100% Complete Approved District Construction Plans)

*To be inserted*

DRAFT

D  
(Form of Easement)

DRAFT

# Southwest Suburban Sewer District Seahurst Beachline Rehabilitation

February 8, 2010

Presented by:

Craig Chambers, BHC Consultants, District Engineer  
Ron Hall, Southwest Suburban Sewer District, General Manager



0 250 500 1,000 Feet

Pump Station No. 7

P

# Figure 1: Southwest Suburban Sewer District Beach Sewer Line Rehabilitation Project EXISTING SYSTEM

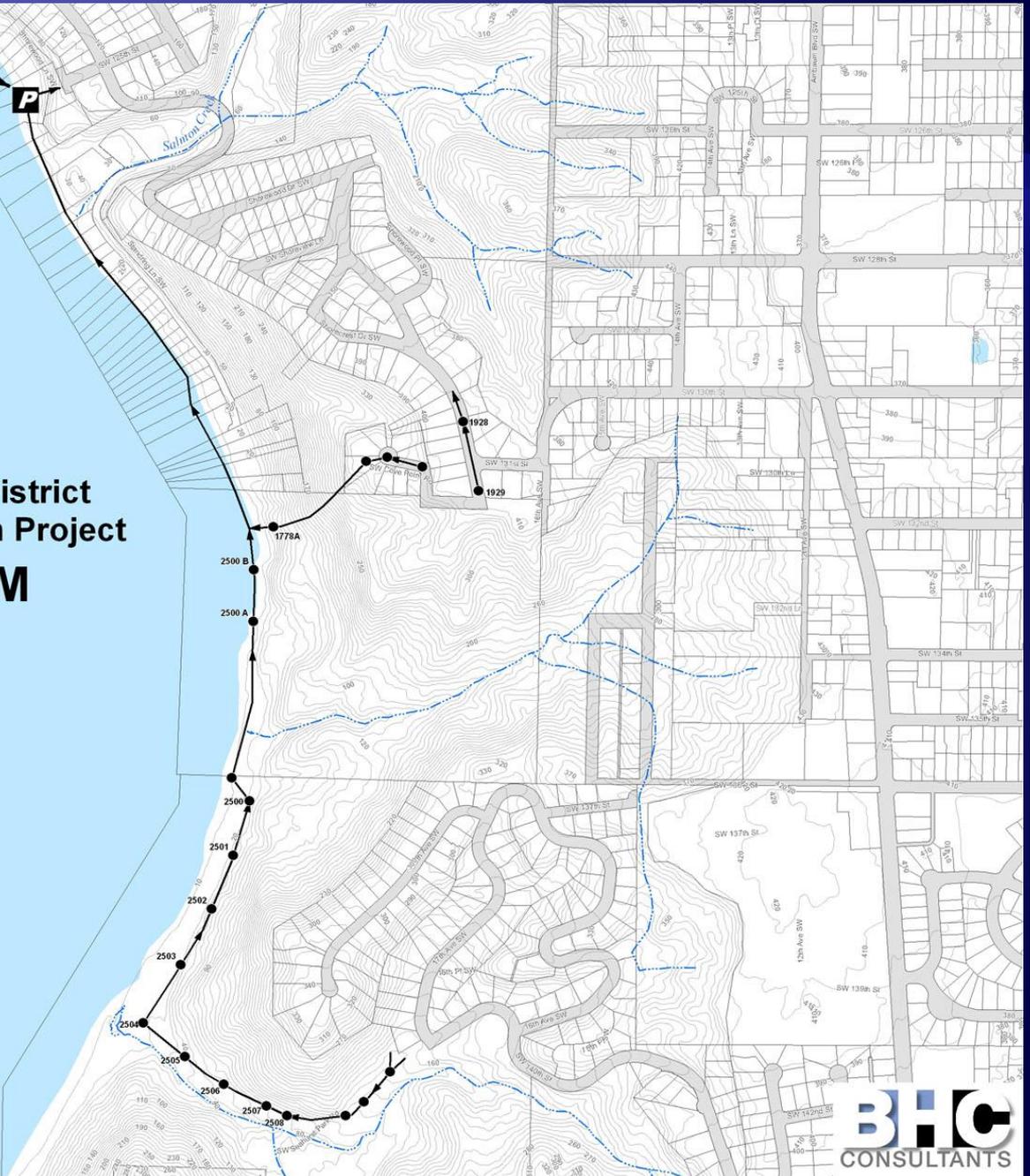
## Legend

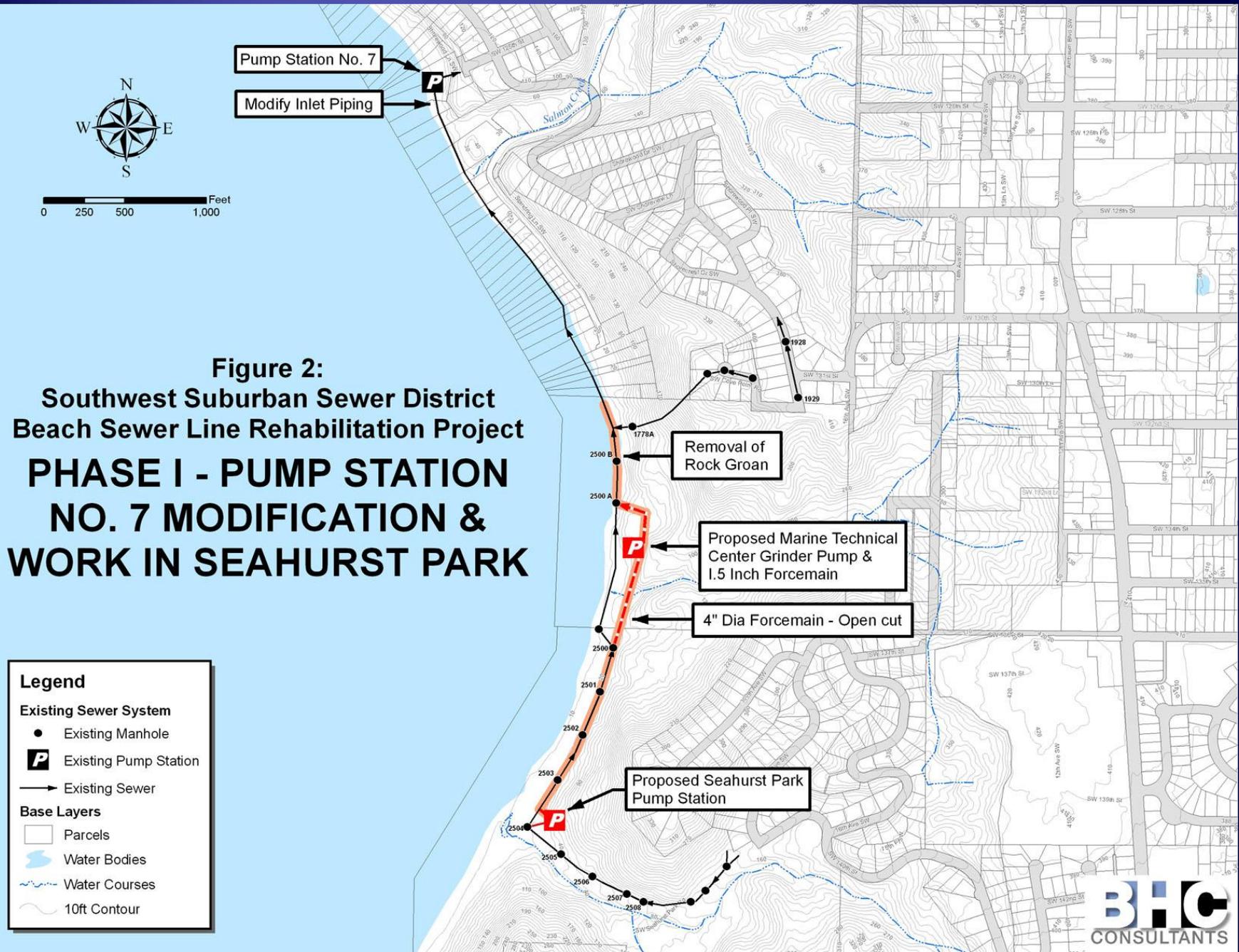
### Existing Sewer System

- Existing Manhole
- P** Existing Pump Station
- Existing Sewer

### Base Layers

- Parcels
- Water Bodies
- Water Courses
- 10ft Contour





Pump Station No. 7

Modify Inlet Piping



0 250 500 1,000 Feet

**Figure 2:**  
**Southwest Suburban Sewer District**  
**Beach Sewer Line Rehabilitation Project**  
**PHASE I - PUMP STATION**  
**NO. 7 MODIFICATION &**  
**WORK IN SEAHURST PARK**

Removal of Rock Groan

Proposed Marine Technical Center Grinder Pump & 1.5 Inch Forcemain

4" Dia Forcemain - Open cut

Proposed Seahurst Park Pump Station

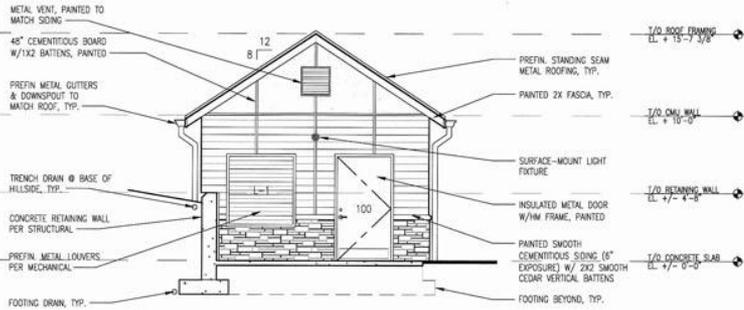
**Legend**

**Existing Sewer System**

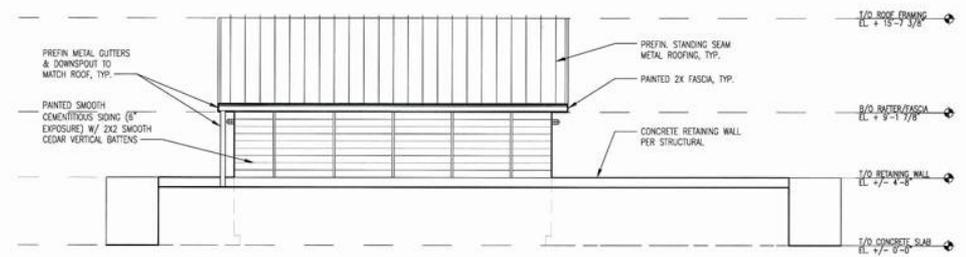
- Existing Manhole
- P** Existing Pump Station
- Existing Sewer

**Base Layers**

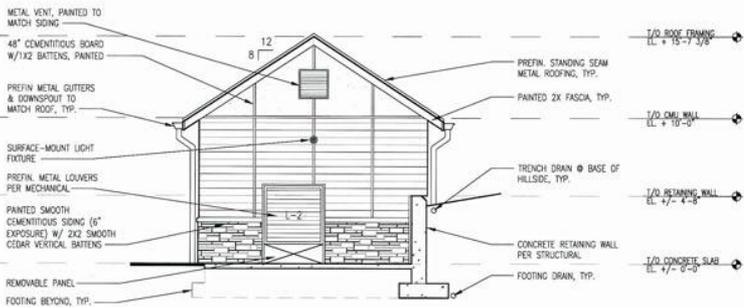
- Parcels
- Water Bodies
- Water Courses
- 10ft Contour



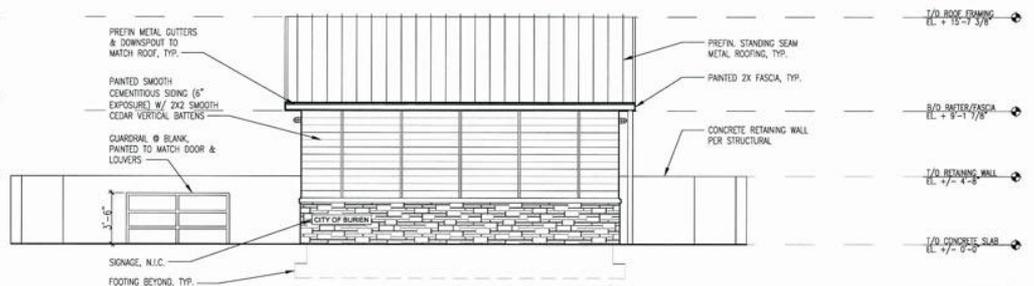
**1 NORTH ELEVATION**  
SCALE: 1/4" = 1'-0"



**2 EAST ELEVATION**  
SCALE: 1/4" = 1'-0"



**3 SOUTH ELEVATION**  
SCALE: 1/4" = 1'-0"



**4 WEST ELEVATION**  
SCALE: 1/4" = 1'-0"

**Call 48 Hours Before You Dig**  
1-800-424-5555  
UNDERGROUND SERVICE

**Preliminary**  
Not For Construction  
12-09-09

| No. | Revision | Date | By | App'd |
|-----|----------|------|----|-------|
|     |          |      |    |       |
|     |          |      |    |       |
|     |          |      |    |       |

**BHC CONSULTANTS**  
BHC Consultants, LLC  
1901 Fifth Avenue, Suite 500  
Seattle, Washington 98101  
206.505.3400  
206.505.3408 (fax)  
www.bhcconsultants.com

**PH**  
PATANO • HABERMANN ARCHITECTS LLC

Designed: LH  
Drawn: MK / BO  
Checked:  
Approved:

Scale:  
One Inch At Full Scale  
1" = 1'-0"  
If Not One Inch Scale Accuracy

**Southwest Suburban Sewer District**  
431 SW Ambaum Blvd  
Burien, WA 98166-2462  
Office Phone: 206-244-9575  
Fax Number: 206-433-8546

**BEACH SEWER LINE REHABILITATION PROJECT PHASE 2**

Drawing: A3.0  
Sheet: Of  
File: File\_Name  
Date:



0 250 500 1,000  
Feet

Pump Station No. 7

Slipline Through Existing Gravity Sewer

Grinder Pumps Discharging to 2" Dia Forcemain - Open cut

Proposed Standing Lane Pump Station

Figure 3:  
Southwest Suburban Sewer District  
Beach Sewer Line Rehabilitation Project  
**PHASE II - SLIPLINE IN FRONT OF STANDRING LANE (if necessary)**

**Legend**

**Proposed Sewer System**

- Proposed Manhole
- P** Proposed Pump Station
- Proposed Forcemain - Open cut
- Proposed Gravity/Slip Line
- Proposed Gravity - Open cut

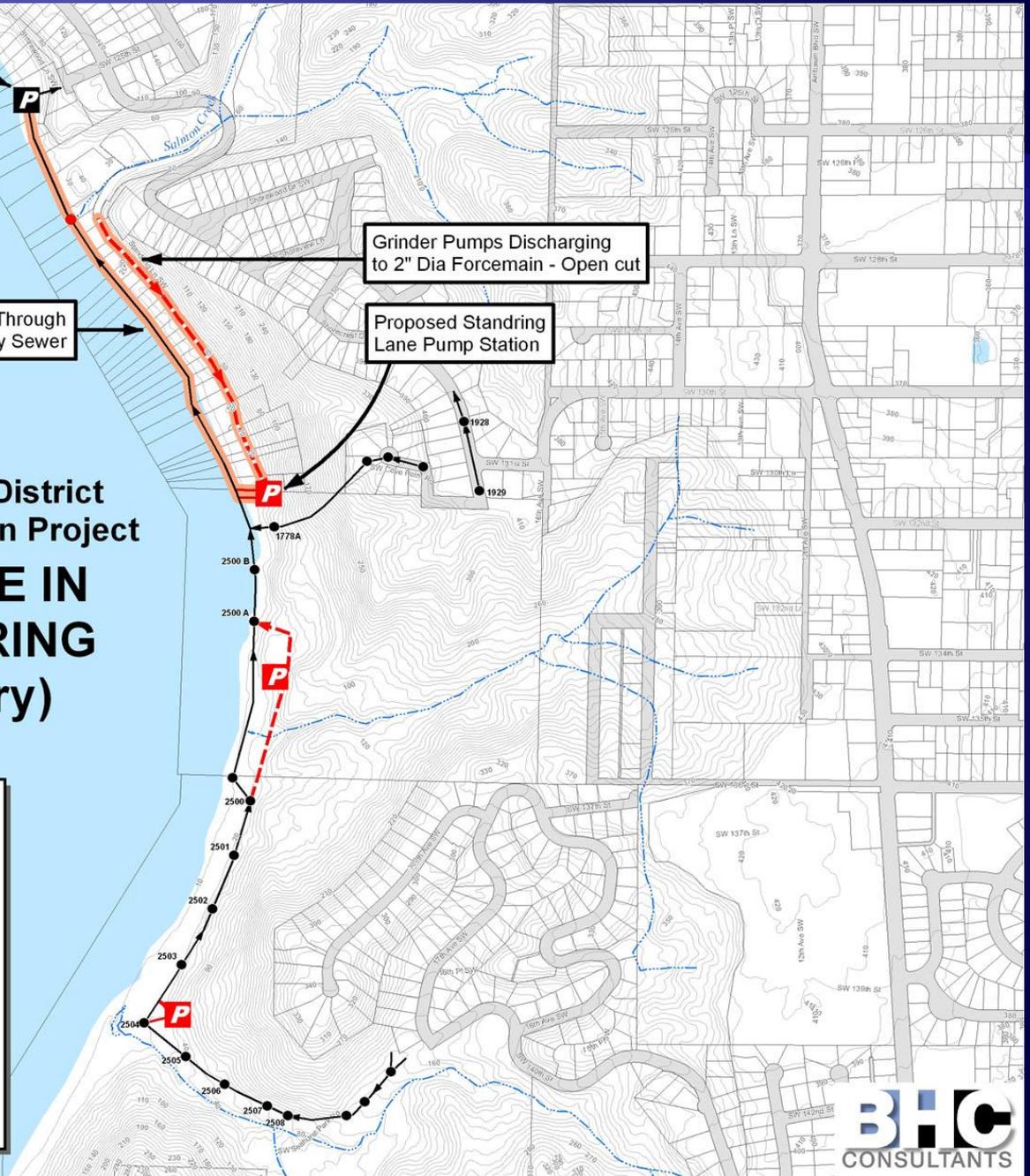
**Existing Sewer System**

- Existing Manhole
- P** Existing Pump Station
- Existing Sewer

**Base Layers**

- Parcels
- Water Bodies
- Water Courses
- 10ft Contour

The legend box is located in the bottom left corner of the map. It is titled 'Legend' and is divided into three sections: 'Proposed Sewer System', 'Existing Sewer System', and 'Base Layers'. The 'Proposed Sewer System' section includes symbols for a proposed manhole (black dot), a proposed pump station (red 'P' in a square), a proposed forcemain - open cut (red dashed line with arrow), a proposed gravity/slip line (orange solid line with arrow), and a proposed gravity - open cut (red solid line with arrow). The 'Existing Sewer System' section includes symbols for an existing manhole (black dot), an existing pump station (black 'P' in a square), and an existing sewer (black line with arrow). The 'Base Layers' section includes symbols for parcels (white square), water bodies (blue wavy line), water courses (blue dashed line), and 10ft contours (grey wavy line).



- ◆ Interlocal Agency Agreement
  - ◆ SWSSD to pay for joint SEPA/SDP application
  - ◆ Easement for sewer facilities through park
  - ◆ Removal of northern rock groan
- ◆ Architectural Treatment of the Pump Station Building
- ◆ Noise Considerations
- ◆ Odor Control Measures

**CITY OF BURIEN  
AGENDA BILL**

|   |   |   |
|---|---|---|
| <b>Agenda Subject:</b> Motion on Naming the 2010 Annual Citizen Award Recipients  |   | <b>Meeting Date:</b> February 8, 2010   |
| <b>Department:</b><br>City Manager  | <b>Attachments:</b><br><u>Resolution No. 149</u>                          | <b>Fund Source:</b> General Fund-City Council<br><b>Activity Cost:</b> \$500 (est.)<br><b>Amount Budgeted:</b> \$2,070<br><b>Unencumbered Budget Authority:</b> N/A |
| <b>Contact:</b><br>Monica Lusk, City Clerk  |   |   |
| <b>Telephone:</b> (206) 248-5517  |   |   |
| <b>Adopted Work Plan</b><br><b>Priority:</b> Yes    No    X   | <b>Work Plan Item Description:</b> N/A                                    |   |
| <b>PURPOSE/REQUIRED ACTION:</b>   |   |   |
| The purpose of this agenda item is for Council to name the 2010 Annual Citizen Award recipients.  |   |   |
| <b>BACKGROUND (Include prior Council action &amp; discussion):</b>  |   |   |
| Since 1995, the Council has been recognizing citizens for their contributions to the community in four categories: Business Leader, Community Leader; Educational Leader and Environmental Leader.                    |   |   |
| The awards will be presented at a dinner event on March 5 at 8:15 p.m. at the Karuna Yoga Studio, 819 SW 152 <sup>nd</sup> Street. The event is being organized by Discover Burien and will include a silent auction. |   |   |
| <b>OPTIONS (Including fiscal impacts):</b>  |   |   |
| N/A   |   |   |
| <b>Administrative Recommendation:</b> Name 2010 citizen award recipients.   |   |   |
| <b>Committee Recommendation:</b> N/A  |   |   |
| <b>Advisory Board Recommendation:</b> N/A   |   |   |
| <b>Suggested Motion:</b>  |   |   |
| 1. Move to name _____ as the 2010 Business Leader;  |   |   |
| 2. Move to name _____ as the 2010 Community Leader;   |   |   |
| 3. Move to name _____ as the 2010 Educational Leader;   |   |   |
| 4. Move to name _____ as the 2010 Environmental Leader.   |   |   |
| Submitted by: Monica Lusk   |   |   |
| <b>Administration</b> _____   | <b>City Manager</b> _____   |   |
| <b>Today's Date:</b> February 2, 2010   | <b>File Code:</b> <u>R:/CC/Agenda Bill 2010/020810cm-1 citizen awards</u> |   |



**CITY OF BURIEN, WASHINGTON**

**RESOLUTION NO. 149**

---

**A RESOLUTION OF THE CITY OF BURIEN, WASHINGTON, REVISING RESOLUTIONS 054 AND 120 ESTABLISHING CRITERIA FOR THE CITIZENS AWARDS PROGRAM, ESTABLISHING A NEW AWARD CATEGORY AND PROVIDING FOR A PROCESS FOR THE NAMING OF AWARD RECIPIENTS.**

---

WHEREAS, the City of Burien wishes to foster and encourage strong commitment to the community by its citizens and business community; and

WHEREAS, the City of Burien encourages participation among public, private and non-profit entities in community-based activities; and

WHEREAS, the City of Burien believes such participation and commitment to the community should be acknowledged and officially recognized.

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

Section 1. Establishment of an Awards Program. The City of Burien hereby supports the formation of an awards program to recognize outstanding contributions made by citizens and business entities.

Section 2. Awards. Awards shall be made in the following categories: (1) Outstanding Business Leader; (2) Outstanding Community Activist; (3) Outstanding Education Innovator; and, (4) Outstanding Environmental Leader. The awards shall be given at a specially organized community event.

Section 3. Selection. The City Council shall evaluate the nominations submitted and based on specific criteria, select the award recipients.

Section 4. Evaluation Criteria. The Council shall consider nominees according to what they have contributed to the community, when and how long they have contributed, and how the contribution has benefited the community. Burien residency is preferable. Only volunteer activity will qualify. The following selection criteria for each category shall apply:

- (a) Business Leader
  - Group or individual
  - Sole proprietor, partnership or corporation for profit
  - Standing in the community
  - Community involvement
  - Good business standards (role model)
  
- (b) Community Leader
  - Group or individual
  - Person or non-profit/public sector leader
  - Community involvement beyond usual role/citizenship
  - Community standing (role model)
  
- (c) Educational Leader
  - Group or individual
  - Outside of normal professional & educational duties
  - Community involvement/citizenship
  - Community standing (role model)
  
- (d) Environmental Leader
  - Group or individual
  - Outside of normal professional duties
  - Community involvement/citizenship
  - Community standing (role model)

PASSED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, AT A REGULAR MEETING THEREOF THIS 18TH DAY OF MARCH, 2002.

CITY OF BURIEN

---

Wing Woo, Mayor

ATTEST/AUTHENTICATED:

---

Janice Hubbard, City Clerk

Approved as to form:

---

Lisa Marshall, City Attorney

Filed with the City Clerk: March 18, 2002  
Passed by the City Council: March 18, 2002  
Resolution No. 149



**CITY OF BURIEN  
AGENDA BILL**

**Agenda Subject:** Dissussion on 2009-2010 Budget Amendment Related to Annexation Expenditures and Revenues **Meeting Date:** February 8, 2010

|  |   |  |
|--|---|--|
| <b>Department:</b> Finance Department            | <b>Attachments:</b><br>1. Summary of Estimated Annexation Revenues and Expenditures<br><br>2. PowerPoint Presentation | <b>Fund Source:</b> All  |
| <b>Contact:</b> Tabatha Miller, Finance Director |   | <b>Activity Cost:</b> See Below  |
| <b>Telephone:</b> (206) 439-3150                 |   | <b>Amount Budgeted:</b> See Below<br><b>Unencumbered Budget Authority:</b> |

**Adopted Work Plan Priority:** Yes X No **Description:** Successful Annexation

**PURPOSE/REQUIRED ACTION:** The purpose of this agenda item is to discuss the budgetary impacts of the annexation effective April 1, 2010.

**BACKGROUND (Include prior Council action & discussion):**  
During the update to the 2009-2010 Biennial Budget process, the staff recommended and Council concurred that budget increases related to the annexation of the North Highline should be addressed after the issue of Puget Sound Park was resolved and a final effective date established. On January 11, 2010 Council passed Ordinance No. 527 accepting the annexation and establishing an annexation effective date of April 1, 2010. Staff's proposed annexation budget expenditures are presented below:

| General Fund   | 2010 Operating *    | 2010 Annexation Costs** | 2010 Total Supplemental |
|--|---------------------|-------------------------|-------------------------|
| City Manager (includes HR, Econ Development and Council)     |                     |                         |                         |
| City Council   | \$ 8,000            | \$ -                    | \$ 8,000                |
| City Manager   | \$ 250,000          | \$ 15,000               | \$ 265,000              |
| Econ Development   | \$ 6,000            | \$ -                    | \$ 6,000                |
| Human Resources  | \$ 7,000            | \$ -                    | \$ 7,000                |
| Community Development (includes Building & Planning)         |                     |                         |                         |
| Building   | \$ 110,000          | \$ -                    | \$ 110,000              |
| Planning   | \$ 91,000           | \$ -                    | \$ 91,000               |
| Finance & I.T.   |                     |                         |                         |
| Finance/Accounting   | \$ 120,000          | \$ 100,000              | \$ 220,000              |
| GIS  | \$ 13,000           | \$ -                    | \$ 13,000               |
| Legal (includes jail, court, prosecution and public defense) | \$ 200,000          | \$ -                    | \$ 200,000              |
| Parks & Cultural Services                                    | \$ 176,000          | \$ 100,000              | \$ 276,000              |
| Public Works (General Fund)                                  | \$ 126,000          | \$ 20,000               | \$ 146,000              |
| Police Contract  | \$ 1,665,000        | \$ -                    | \$ 1,665,000            |
| <b>Total General Fund</b>                                    | <b>\$ 2,772,000</b> | <b>\$ 235,000</b>       | <b>\$ 3,007,000</b>     |
| <b>Street Fund</b>   |                     |                         |                         |
| Operating (Public Works)                                     | \$ 526,000          | \$ -                    | \$ 526,000              |
| <b>Surface Water Management Fund</b>                         |                     |                         |                         |
| Operating (Public Works)                                     | \$ 370,000          | \$ -                    | \$ 370,000              |
| <b>Capital Reserve Funds</b>                                 |                     |                         |                         |
| Equipment Replacement Reserve                                | \$ 300,000          | \$ -                    | \$ 300,000              |
| Transportation CIP Maintenance                               | \$ 891,000          | \$ -                    | \$ 891,000              |
| SWM CIP Maintenance  | \$ 111,000          | \$ -                    | \$ 111,000              |
| <b>Total Capital Reserve Funds</b>                           | <b>\$ 1,302,000</b> | <b>\$ -</b>             | <b>\$ 1,302,000</b>     |

**OPTIONS (Including fiscal impacts):**  
1. Adopt Budget Amendment  
2. Do not adopt budget amendment and instead provide staff direction on changes or modifications to proposed changes.

**Administrative Recommendation:** Adopt budget amendments.

**Committee Recommendation:** N/A

**Advisory Board Recommendation:** N/A

**Suggested Motion:** No motion is required, discussion item only. Action requested on February 22, 2010.

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

**Today's Date:** February 3, 2010 **File Code:** \CC\Agenda Bill 2010\020810ad-2 Annexation Budget.docx



**CITY OF BURIEN**  
**ONGOING POST-ANNEXATION REVENUES**  
**ANNUALIZED PROJECTIONS**

*(This spread sheet summarizes the impacts of annexation on revenues on a ongoing annualized basis (12 full months). Annexation area revenue estimates are based on Burien's existing 2010 Budget multiplied by the appropriate calculation or formula and stated in 2010 dollars. The sheet serves as a starting point for estimating both initial and ongoing budget amounts.)*

|                                 | <u>Burien (No -<br/>Annexation)</u> | <u>Annexation Area</u> | <u>Burien after<br/>Annexation</u> | <u>Driver/Basis</u>        |
|---------------------------------|-------------------------------------|------------------------|------------------------------------|----------------------------|
| <b>GENERAL FUND</b>             |                                     |                        |                                    |                            |
| Property Tax                    | \$ 4,307,000                        | \$ 1,205,000           | \$ 5,512,000                       | Assessed Value             |
| Sales Tax                       | 4,600,000                           | 414,000                | 5,014,000                          | Adjusted KC                |
| Sales Tax Criminal Justice      | 675,000                             | 304,000                | 979,000                            | Adjusted KC                |
| Utility Taxes                   | 2,315,000                           | 640,000                | 2,955,000                          | Incremental Assessed Value |
| B&O Tax                         | 500,000                             | 46,000                 | 546,000                            | Zoning - Commercial        |
| Gambling Excise Tax             | 165,000                             | 19,000                 | 184,000                            | Gaming Establishments      |
| Liquor Profits and Revenues     | 410,000                             | 178,000                | 588,000                            | Population                 |
| Recreation Fees                 | 547,000                             | 148,000                | 695,000                            | Population                 |
| Planning Fees                   | 210,000                             | 58,000                 | 268,000                            | Assessed Value             |
| Permits                         | 608,000                             | 168,000                | 776,000                            | Assessed Value             |
| Grants & other Revenues         | 280,000                             | 77,000                 | 357,000                            | Misc.                      |
| State Criminal Justice          | 174,000                             | 62,000                 | 236,000                            | Acres                      |
| Garbage Utility Tax             | 400,000                             | 143,000                | 543,000                            | Acres                      |
| Cable Franchise                 | 425,000                             | 168,000                | 593,000                            | Households                 |
| Fines & Misc.                   | 250,000                             | 63,000                 | 313,000                            | Misc.                      |
|                                 | <u>\$ 15,866,000</u>                | <u>\$ 3,693,000</u>    | <u>\$ 19,559,000</u>               | 23%                        |
| <b>RESTRICTED REVENUES</b>      |                                     |                        |                                    |                            |
| Property Tax - Capital Reserve* | 1,194,000                           | 253,000                | 1,447,000                          | Assessed Value             |
| REET - PW Reserve               | 350,000                             | 97,000                 | 447,000                            | Assessed Value             |
| Total Annual Capital            | <u>\$ 1,544,000</u>                 | <u>\$ 350,000</u>      | <u>\$ 1,894,000</u>                | 23%                        |
| Surface Water Management        | 1,750,000                           | 601,000                | 2,351,000                          | Adjusted KC                |
| Total SWM Fund                  | <u>\$ 1,750,000</u>                 | <u>\$ 601,000</u>      | <u>\$ 2,351,000</u>                | 34%                        |
| Business License Fees           | 250,000                             | 23,000                 | 273,000                            | Zoning - Commercial        |
| Motor Vehicle Fuel Tax          | 750,000                             | 336,000                | 1,086,000                          | Population                 |
| Seattle City Light              | 595,000                             | 236,000                | 831,000                            | Incremental Assessed Value |
| Total Streets Fund              | <u>\$ 1,595,000</u>                 | <u>\$ 595,000</u>      | <u>\$ 2,190,000</u>                | 37%                        |
| <b>POTENTIAL REVENUES</b>       |                                     |                        |                                    |                            |
| Sales Tax Credit RCW 82.14.415  |                                     |                        | <u>501,000</u>                     |                            |

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

**CITY OF BURIEN  
GENERAL FUND OPERATING SUMMARY**

*(This spread sheet summarizes the impacts of annexation on an ongoing annualized basis (12 full months) for the General Fund. Annexation area expenditure and revenue estimates are based on Burien's existing 2010 Budget multiplied by the appropriate calculation or formula and stated in 2010 dollars. The sheet serves as a starting point for estimating both initial and ongoing budget*

|                                 | <b>Burien (No -<br/>Annexation)</b> | <b>Area X (North<br/>Highline)</b> | <b>Burien after<br/>Annexation</b> | <b>Driver/Basis</b>        |
|---------------------------------|-------------------------------------|------------------------------------|------------------------------------|----------------------------|
| <b>Revenue</b>                  |                                     |                                    |                                    |                            |
| Property Tax - Operating        | \$ 4,307,000                        | \$ 1,205,000                       | \$ 5,512,000                       | Assessed Value             |
| Sales Tax                       | 4,600,000                           | 414,000                            | 5,014,000                          | Zoning - Commercial        |
| Sales Tax Criminal Justice      | 675,000                             | 304,000                            | 979,000                            | Zoning - Commercial        |
| Utility Taxes                   | 2,315,000                           | 640,000                            | 2,955,000                          | Incremental Assessed Value |
| B&O Tax                         | 500,000                             | 46,000                             | 546,000                            | Zoning - Commercial        |
| Gambling Excise Tax             | 165,000                             | 19,000                             | 184,000                            | Adjusted KC Estimate       |
| Liquor Profits and Revenues     | 410,000                             | 178,000                            | 588,000                            | Population                 |
| Recreation Fees                 | 547,000                             | 148,000                            | 695,000                            | Population**               |
| Planning Fees                   | 210,000                             | 58,000                             | 268,000                            | Incremental Assessed Value |
| Permits                         | 608,000                             | 168,000                            | 776,000                            | Incremental Assessed Value |
| Grants & other Revenues         | 280,000                             | 77,000                             | 357,000                            | Incremental Assessed Value |
| State Criminal Justice          | 174,000                             | 62,000                             | 236,000                            | Acres                      |
| Garbage Utility Tax             | 400,000                             | 143,000                            | 543,000                            | Acres                      |
| Cable Franchise                 | 425,000                             | 168,000                            | 593,000                            | Households                 |
| Fines & Misc.                   | 250,000                             | 63,000                             | 313,000                            | Budget                     |
| <b>GF Operating Revenue</b>     | <b>\$ 15,866,000</b>                | <b>\$ 3,693,000</b>                | <b>\$ 19,559,000</b>               | 23%                        |
| Sales Tax Credit RCW 82.14.415  |                                     |                                    | <b>\$ 501,000</b>                  |                            |
| <b>Total Annexation Revenue</b> |                                     |                                    | <b>\$ 20,060,000</b>               | 26%                        |
| <b>Expenditures - Services</b>  |                                     |                                    |                                    |                            |
| City Manager                    | 1,629,000                           | 338,000                            | 1,967,000                          |                            |
| Community Development           | 1,407,000                           | 504,000                            | 1,911,000                          |                            |
| Finance/Administration          | 1,510,000                           | 396,000                            | 1,906,000                          |                            |
| Legal                           | 1,531,000                           | 468,000                            | 1,999,000                          |                            |
| Parks & Cultural Services       | 2,396,000                           | 507,000                            | 2,903,000                          |                            |
| Public Works (General Fund)     | 468,000                             | 168,000                            | 636,000                            |                            |
| Police Contract                 | 7,183,000                           | 2,220,000                          | 9,403,000                          |                            |
| Equipment Replacement           | 195,000                             | 100,000                            | 295,000                            |                            |
| <b>Total Expenditures</b>       | <b>16,319,000</b>                   | <b>4,701,000</b>                   | <b>20,725,000</b>                  | 29%                        |
| <b>Net Operating Cost</b>       | <b>\$ (453,000.00)</b>              | <b>\$ (1,008,000.00)</b>           | <b>\$ (665,000.00)</b>             |                            |

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

**CITY OF BURIEN**  
**ESTIMATED REVENUES FROM ANNEXATION AREA**

*Revenues estimates prorated for partial (April 1 to December 31, 2010) year and initial delay in collections.)*

|                                  | <b>2010*</b> | <b>2011</b>  |
|----------------------------------|--------------|--------------|
| <b>GENERAL FUND</b>              |              |              |
| Property Tax                     | \$ -         | \$ 1,217,000 |
| Sales Tax                        | \$ 311,000   | \$ 422,000   |
| Sales Tax Criminal Justice       | \$ 152,000   | \$ 310,000   |
| Utility Taxes                    | \$ 480,000   | \$ 656,000   |
| B&O Tax                          | \$ 35,000    | \$ 47,000    |
| Gambling Excise Tax              | \$ 14,000    | \$ 19,000    |
| Liquor Profits and Revenues      | \$ 89,000    | \$ 182,000   |
| Recreation Fees                  | \$ 74,000    | \$ 152,000   |
| Planning Fees                    | \$ 44,000    | \$ 60,000    |
| Permits                          | \$ 126,000   | \$ 173,000   |
| Grants & other Revenues          | \$ 39,000    | \$ 77,000    |
| State Criminal Justice           | \$ 31,000    | \$ 63,000    |
| Garbage Utility Tax              | \$ 107,000   | \$ 146,000   |
| Cable Franchise                  | \$ 126,000   | \$ 172,000   |
| Fines & Misc.                    | \$ 32,000    | \$ 64,000    |
| Total General Fund               | \$ 1,660,000 | \$ 3,760,000 |
| <b>RESTRICTED REVENUES</b>       |              |              |
| Property Tax - Capital Reserve** | \$ -         | \$ 320,000   |
| King County Parks Levy           | \$ 21,000    | \$ 21,000    |
| REET - PW Reserve                | \$ 49,000    | \$ 101,000   |
| Total Annual Capital             | \$ 70,000    | \$ 442,000   |
| Surface Water Management         | \$ 481,000   | \$ 601,000   |
| Road Levy Property Tax           | \$ 1,880,000 | \$ -         |
| Business License Fees            | \$ 23,000    | \$ 23,000    |
| Motor Vehicle Fuel Tax           | \$ 168,000   | \$ 343,000   |
| Seattle City Light               | \$ 177,000   | \$ 248,000   |
| Total Streets Fund               | \$ 2,248,000 | \$ 614,000   |
| TOTAL ANNEXATION REVENUES        | \$ 4,459,000 | \$ 5,417,000 |
| <b>POTENTIAL REVENUES</b>        |              |              |
| Sales Tax Credit RCW 82.14.415   | \$ 251,000   | \$ 511,000   |

\*Calculations prorated from April 1, 2010 to December 31, 2010 and assume delay in initial collections.

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

**CITY OF BURIEN**  
**PROPOSED 2010 ANNEXATION EXPENDITURE BUDGET**

| <b>General Fund</b>   | <b>2010<br/>Operating *</b> | <b>2010<br/>Annexation<br/>Costs**</b> | <b>2010 Total<br/>Supplemental</b> |
|---|-----------------------------|--|------------------------------------|
| <b>City Manager (includes HR, Econ Development and Council)</b> |                             |  |                                    |
| <i>City Council</i>   | \$ 8,000                    | \$ -                                   | \$ 8,000                           |
| <i>City Manager</i>   | \$ 250,000                  | \$ 15,000                              | \$ 265,000                         |
| <i>Econ Development</i>   | \$ 6,000                    | \$ -                                   | \$ 6,000                           |
| <i>Human Resources</i>  | \$ 7,000                    | \$ -                                   | \$ 7,000                           |
| <b>Community Development (includes Building &amp; Planning)</b> |                             |  |                                    |
| <i>Building</i>   | \$ 110,000                  | \$ -                                   | \$ 110,000                         |
| <i>Planning</i>   | \$ 91,000                   | \$ -                                   | \$ 91,000                          |
| <b>Finance &amp; I.T.</b>                                       |                             |  |                                    |
| <i>Finance/Accounting</i>                                       | \$ 120,000                  | \$ 100,000                             | \$ 220,000                         |
| <i>GIS</i>  | \$ 13,000                   | \$ -                                   | \$ 13,000                          |
| Legal (includes jail, court, prosecution and public defense)    | \$ 200,000                  | \$ -                                   | \$ 200,000                         |
| Parks & Cultural Services                                       | \$ 176,000                  | \$ 100,000                             | \$ 276,000                         |
| Public Works (General Fund)                                     | \$ 126,000                  | \$ 20,000                              | \$ 146,000                         |
| Police Contract   | \$ 1,665,000                | \$ -                                   | \$ 1,665,000                       |
| <b>Total General Fund</b>                                       | <b>\$ 2,772,000</b>         | <b>\$ 235,000</b>                      | <b>\$ 3,007,000</b>                |
| <b>Street Fund</b>  |                             |  |                                    |
| Operating (Public Works)  | \$ 526,000                  | \$ -                                   | \$ 526,000                         |
| <b>Surface Water Management Fund</b>                            |                             |  |                                    |
| Operating (Public Works)  | \$ 370,000                  | \$ -                                   | \$ 370,000                         |
| <b>Capital Reserve Funds</b>                                    |                             |  |                                    |
| Equipment Replacement Reserve                                   | \$ 300,000                  | \$ -                                   | \$ 300,000                         |
| Transportation CIP Maintenance                                  | \$ 891,000                  | \$ -                                   | \$ 891,000                         |
| SWM CIP Maintenance   | \$ 111,000                  | \$ -                                   | \$ 111,000                         |
| <b>Total Capital Reserve Funds</b>                              | <b>\$ 1,302,000</b>         | <b>\$ -</b>                            | <b>\$ 1,302,000</b>                |
| <b>TOTAL PROPOSED ANNEXATION BUDGET</b>                         | <b>\$ 4,970,000</b>         | <b>\$ 235,000</b>                      | <b>\$ 5,205,000</b>                |

\* Operating expenditure budgets based on phased in service levels from April 1, 2010.

\*\*Annexation 1-time expenses associated with process of implementing annexation.



*Burien*  
WASHINGTON

# ANNEXATION BUDGET AMENDMENTS

Finance Department

February 8, 2010

# IMPACT OF ANNEXATION FOR 2010

(Partial year beginning April 1, 2010)

| FUND                              | INCREASE IN \$ |
|-----------------------------------|----------------|
| General Fund                      |                |
| City Council                      | \$8,000        |
| City Manager*                     | \$263,000      |
| Finance                           | \$133,000      |
| Legal                             | \$200,000      |
| Police                            | \$1,665,000    |
| Public Works                      | \$126,000      |
| Community Development             | \$201,000      |
| Parks                             | \$176,000      |
| Street Fund                       | \$526,000      |
| Surface Water Management          | \$370,000      |
| Equipment Replace Reserve         | \$300,000      |
| Capital Project Funds (SWM & TIP) | \$1,002,000    |

# 1-TIME ANNEXATION EXPENDITURES

| SUPPLEMENTAL REQUEST   | AMOUNT           |
|--|------------------|
| Outreach Communications – Printing and mailing to new citizens and businesses              | \$15,000         |
| Special Annexation Census  | \$100,000        |
| Parks Improvements – Bring Annexation parks into compliance with basic Burien Standards    | \$100,000        |
| Property Records Audit – Verify all King County properties are identified and transferred. | <u>\$20,000</u>  |
| Total 1-Time Annexation Expenditures   | <u>\$235,000</u> |

# ANNEXATION REVENUE

(Partial Year Beginning April 1, 2010)

| GENERAL FUND                                | INCREASE IN \$     |
|---|--------------------|
| Property Taxes – General Govt.              | \$0                |
| Sales Taxes                                 | \$463,000          |
| Utility Taxes & Franchise Fees              | \$713,000          |
| License & Permits                           | \$126,000          |
| Intergovernmental                           | \$159,000          |
| Charges for Services                        | \$118,000          |
| Fines, Forfeitures & Misc.                  | \$81,000           |
| Total General Fund                          | \$1,660,000        |
| STREET FUND                                 |                    |
| KC Road Tax Levy                            | \$1,880,000        |
| Motor Vehicle Fuel Tax                      | \$168,000          |
| Seattle City Light                          | 177,000            |
| Business License                            | \$23,000           |
| Total Street Fund                           | \$2,248,000        |
| SURFACE WATER MANAGEMENT FEES               | \$481,000          |
| PW RESERVE/PARKS FUND - REET                | \$70,000           |
| <b>TOTAL 2010 ANNEXATION REVENUE</b>        | <b>\$4,459,000</b> |
| <b>POTENTIAL REVENUE – SALES TAX CREDIT</b> | <b>\$251,000</b>   |

# GENERAL FUND SUMMARY

| GENERAL FUND IMPACTS   | AMOUNT             |
|--|--------------------|
| 2010 OPERATING REVENUES  | \$1,660,000        |
| LESS 2010 OPERATING EXPENDITURES                                     | <u>\$2,772,000</u> |
| NET OPERATING SHORTFALL  | (\$1,112,000)      |
| PLUS RE-ALLOCATION OF SEATTLE CITY LIGHT<br>REVENUE FROM STREET FUND | \$831,000          |
| 2010 SALES TAX CREDIT  | <u>\$251,000</u>   |
| 2010 ANNEXATION SHORTFALL  | <u>(\$30,000)</u>  |

# PROPOSED ANNEXATION FTEs

| DEPARTMENT*           | POSITION                          | FTE ADDS   |
|-----------------------|-----------------------------------|------------|
| Parks                 | Maintenance Worker                | .50        |
| Community Development | Plans Examiner (BD)               | 1.00       |
|                       | Office Assistant (BD)             | 1.00       |
|                       | Senior Planner (PL)               | 1.00       |
|                       | Planner (PL)                      | 1.00       |
| City Manager          | Department Assistant/Deputy Clerk | 1.00       |
| Public Works          | Right-of-Way Inspector            | 1.00       |
|                       | Site Development Inspector        | 1.00       |
|                       | Engineering Technician (Streets)  | 1.00       |
|                       | Maintenance Worker                | .50        |
| Finance               | I.T./GIS Technician               | .50        |
|                       | Increase Accountant to full-time  | <u>.15</u> |
|                       | Total                             | 9.65       |

*•FTEs will be phased in as needed during the first 2 years after annexation. City Manager will review and approve all additions. Proposed FTEs built into proposed 2010 department operating budgets.*

**CITY OF BURIEN  
AGENDA BILL**

|   |   |  |
|---|---|--|
| <b>Agenda Subject:</b> Dissussion on Draft Ordinance No. 535, establishing that projected annexation costs exceed projected revenue pursuant to RCW 82.14.415 establishing the .1% State Sales Tax Credit.  |   | <b>Meeting Date:</b> February 8, 2010  |
| <b>Department:</b> Finance<br>Department  | <b>Attachments:</b><br>1. Ordinance No. 535<br>2. Revenue & Expenditure Estimates<br>3. PowerPoint Presentation | <b>Fund Source:</b><br><b>Activity Cost:</b><br><b>Amount Budgeted:</b><br><b>Unencumbered Budget Authority:</b> |
| <b>Contact:</b> Tabatha Miller,<br>Finance Director   |   |  |
| <b>Telephone:</b> (206) 439-3150  |   |  |
| <b>Adopted Work Plan Priority:</b> Yes X No   | <b>Description:</b> Successful Annexation   |  |
| <b>PURPOSE/REQUIRED ACTION:</b> The purpose of this agenda item is to discuss Ordinance No. 535 which establishes that projected annexation expenditures will exceed projected annexation revenues allowing the city to levy a .1% state sales tax to offset a portion of the revenue shortfall of providing municipal services to the North Highline annexation area.  |   |  |
| <b>BACKGROUND (Include prior Council action &amp; discussion):</b><br>The estimated costs to provide municipal services to the North Highline annexation area during the state's fiscal year (July 1, 2010 through June 30, 2011) is approximately \$8.2 million which exceeds the City's projected revenue in the annexed area of \$6 million, resulting in a shortfall of approximately \$2.2 million. When annexation occurs within a City located in a county with a population greater than six hundred thousand, RCW 82.14.415 authorizes a City to impose a .1% sales tax for annexation of populations between 10,000 and 20,000 and .2% tax for populations greater than 20,000. Such tax is applied as a credit against the state tax, so residents will not see an increase in their sales and use tax rate, as a result of this levy. The requirements under RCW 82.14.415 to receive tax assistance are: 1) the City has a population of at least ten thousand prior to January 15, 2015; and 2) the City determines by resolution or ordinance that the projected costs to provide services to the annexation area exceeds the projected revenue that the City would otherwise receive from the annexation area on an annual basis. The revenue generated from this tax may only be used to provide services to the annexation area. The total estimated sales tax assistance to the City at .1% would be approximately \$500,000 per year. |   |  |
| <b>OPTIONS (Including fiscal impacts):</b><br>1. Adopt Ordinance No. 535 establishing a threshold and setting sales tax rates at .1% in accordance with RCW 82.14.415.<br>2. Do not adopt Ordinance No. 535 setting a threshold and sales tax rates at .1% in order to provide municipal services to the Highline Annexation area. The City would suffer the full shortfall of \$2.2 million and would lack the financial resources to provide necessary municipal services to the annexation area.   |   |  |
| <b>Administrative Recommendation:</b> Adopt Ordinance No. 535.  |   |  |
| <b>Committee Recommendation:</b> N/A  |   |  |
| <b>Advisory Board Recommendation:</b> N/A   |   |  |
| <b>Suggested Motion:</b> No motion is required, discussion item only. Action requested on February 22, 2010.  |   |  |
| Submitted by: Tabatha Miller, Finance Director  |   |  |
| <b>Administration</b> _____   | <b>City Manager</b> _____   |  |
| <b>Today's Date:</b> February 3, 2010   | <b>File Code:</b> \\File01\records\CC\Agenda Bill 2010\020810ad-1 State Sales Tax Credit.docx                   |  |



# CITY OF BURIEN, WASHINGTON

## ORDINANCE NO. 535

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### **AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, SETTING THE THRESHOLD AND TAX RATES IN ACORDANCE WITH RCW 82.14.415 WITH RESPECT TO THE NORTH HIGHLINE BURIEN ANNEXATION**

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WHEREAS, effective April 1, 2010 at 12:01 a.m, the City of Burien will annex the North Highline annexation area with an anticipated population of over 10,000 people, and

WHEREAS, pursuant to RCW 82.14.415, the City is authorized, under the circumstances of this annexation, to impose a sales and use tax as authorized with that tax being a credit against the state tax; and

WHEREAS, RCW 82.14.415 requires that the City Council determine a threshold amount representing costs to serve the area less revenues to be generated by the area, as well as a state sales tax rate to meet the financial needs of the annexed area; and

WHEREAS, blending the 2010 and 2011 annexation related expenses, so as to coincide with the state budget year, results in an estimated shortfall of \$2,131,000; and

WHEREAS, the City Council finds and determines that the projected cost to provide municipal services to the area known as the North Highline annexation is at least \$8,167,000 which exceeds the projected revenue of \$6,036,000 to be generated from the annexation and which results in an estimated shortfall of \$2,131,000; and

WHEREAS, the maximum sales tax assistance under RCW 82.14.415 for an annexation of between 10,000 and 20,000 people is .1% of the sales tax and for over 20,000 people the assistance is .2% of the sales tax; and

WHEREAS, it is appropriate to condition the determination of the sales tax assistance rate upon the City's verification by the State of Washington Office of Financial Management that the annexation area or any part or parts thereof meet the population and all other requirements for the Incentive Tax Dollars.

WHEREAS, the 2010/2011 estimated sales tax in the City is at least \$4.6 million and the estimated sales tax from the annexation is \$414,000, for an estimated sales tax assistance total, at .1% for the City and the annexed area, \$501,400, and at .2% for the City and the annexed area, of \$1,002,800; and

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

Section 1. Pursuant to RCW 82.14.415, the City Council determines that the anticipated revenues from the North Highline annexed area are estimated to be \$6,036,000, which results in a threshold difference in the initial blended year of annexation to serve the area in the amount of \$2,131,000 and to assist the City in providing services to the area within the annexation there shall be imposed a tax rate, per RCW 82.14.415, equal to 0.1% if the annexation area population is between 10,000 and 20,000 people or 0.2% if the annexation population is over 20,000 people. Pursuant to RCW 82.14.415, this tax is in addition to other taxes authorized by law and shall be collected from those persons who are taxable by the State under chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the City of Burien. All revenue collected under this ordinance shall be used solely to provide, maintain and operate municipal services for the annexation area. The effective date of this tax rate will be July 1, 2010.

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

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

**ADOPTED** BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

CITY OF BURIEN

\_\_\_\_\_  
Joan McGilton, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Monica Lusk, City Clerk

Approved as to form:

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Christopher Bacha, Interim, City Attorney  
Kenyon Disend, PLLC

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



**CITY OF BURIEN**

**PROJECTED REVENUES FROM ANNEXATION AREA PER RCW 82.14.415**

*(This spreadsheet is used to calculate the Annexation Area revenues, and operating deficit for purposes of establishing an annexation sales tax credit per RCW 82.14.415, assumes a fiscal year equivalent to the State of July 1, 2010 through June 30, 2011.)*

|                                  | <b>July - December</b> | <b>January - June</b> | <b>Blended 2010-2011</b> |
|----------------------------------|------------------------|-----------------------|--------------------------|
|                                  | <b>2010</b>            | <b>2011</b>           | <b>State Fiscal Year</b> |
| <b>GENERAL FUND</b>              |                        |                       |                          |
| Property Tax                     | \$ -                   | \$ 609,000            | \$ 609,000               |
| Sales Tax                        | \$ 207,000             | \$ 211,000            | \$ 418,000               |
| Sales Tax Criminal Justice       | \$ 152,000             | \$ 155,000            | \$ 307,000               |
| Utility Taxes                    | \$ 320,000             | \$ 328,000            | \$ 648,000               |
| B&O Tax                          | \$ 23,000              | \$ 23,000             | \$ 46,000                |
| Gambling Excise Tax              | \$ 10,000              | \$ 10,000             | \$ 20,000                |
| Liquor Profits and Revenues      | \$ 89,000              | \$ 91,000             | \$ 180,000               |
| Recreation Fees                  | \$ 74,000              | \$ 76,000             | \$ 150,000               |
| Planning Fees                    | \$ 29,000              | \$ 30,000             | \$ 59,000                |
| Permits                          | \$ 84,000              | \$ 87,000             | \$ 171,000               |
| Grants & other Revenues          | \$ 39,000              | \$ 39,000             | \$ 78,000                |
| State Criminal Justice           | \$ 31,000              | \$ 31,000             | \$ 62,000                |
| Garbage Utility Tax              | \$ 72,000              | \$ 73,000             | \$ 145,000               |
| Cable Franchise                  | \$ 84,000              | \$ 86,000             | \$ 170,000               |
| Fines & Misc.                    | \$ 32,000              | \$ 32,000             | \$ 64,000                |
| <b>Total General Fund</b>        | <b>\$ 1,246,000</b>    | <b>\$ 1,881,000</b>   | <b>\$ 3,127,000</b>      |
| <b>RESTRICTED REVENUES</b>       |                        |                       | <b>\$ 6,254,000</b>      |
| Property Tax - Capital Reserve*  | \$ -                   | \$ 160,000            | \$ 160,000               |
| King County Parks Levy           | \$ 11,000              | \$ 11,000             | \$ 22,000                |
| REET - PW Reserve                | \$ 49,000              | \$ 51,000             | \$ 100,000               |
| <b>Total Annual Capital</b>      | <b>\$ 60,000</b>       | <b>\$ 222,000</b>     | <b>\$ 282,000</b>        |
| Surface Water Management         | \$ 481,000             | \$ 601,000            | \$ 1,082,000             |
| Road Levy Property Tax           | \$ 940,000             | \$ -                  | \$ 940,000               |
| Business License Fees            | \$ 12,000              | \$ 12,000             | \$ 24,000                |
| Motor Vehicle Fuel Tax           | \$ 168,000             | \$ 171,000            | \$ 339,000               |
| Seattle City Light               | \$ 118,000             | \$ 124,000            | \$ 242,000               |
| <b>Total Streets Fund</b>        | <b>\$ 1,238,000</b>    | <b>\$ 307,000</b>     | <b>\$ 1,545,000</b>      |
|                                  |                        |                       | <b>\$ 2,150,000</b>      |
| <b>TOTAL ANNEXATION REVENUES</b> | <b>\$ 3,025,000</b>    | <b>\$ 3,011,000</b>   | <b>\$ 6,036,000</b>      |

**CITY OF BURIEN**  
**PROJECTED ANNEXATION EXPENDITURES PER RCW 82.14.415**

(This spreadsheet is used to calculate the Annexation Area expenditures and operating deficit for purposes of establishing an annexation sales tax credit per RCW 82.14.415, assumes a fiscal year equivalent to the State of July 1, 2010 through June 30, 2011.)

| <b>General Fund</b>                      | <b>July - December</b> | <b>January - June</b> | <b>Blended 2010-2011</b> |
|--|------------------------|-----------------------|--------------------------|
|  | <b>2010</b>            | <b>2011</b>           | <b>State Fiscal Year</b> |
| <b>City Manager</b>                      |                        |                       |                          |
| <i>City Council</i>                      | \$ 11,000              | \$ 11,000             | \$ 22,000                |
| <i>City Manager</i>                      | 140,000                | 144,000               | 284,000                  |
| <i>Econ Development</i>                  | 8,000                  | 8,000                 | 16,000                   |
| <i>Human Resources</i>                   | 10,000                 | 10,000                | 20,000                   |
| <b>Community Development</b>             |                        |                       |                          |
| <i>Building</i>                          | 138,000                | 142,000               | 280,000                  |
| <i>Planning</i>                          | 114,000                | 117,000               | 231,000                  |
| <b>Finance/Administration</b>            |                        |                       |                          |
| <i>Finance/Accounting</i>                | 172,000                | 177,000               | 349,000                  |
| <i>GIS</i>                               | 26,000                 | 27,000                | 53,000                   |
| <b>Legal**</b>                           | 234,000                | 241,000               | 475,000                  |
| <b>Parks &amp; Cultural Services</b>     |                        |                       |                          |
| <i>Cultural Services</i>                 | 52,000                 | 54,000                | 106,000                  |
| <i>Facility Maintenance</i>              | 42,000                 | 43,000                | 85,000                   |
| <i>Senior Adult</i>                      | 69,000                 | 71,000                | 140,000                  |
| <i>Youth Family</i>                      | 92,000                 | 95,000                | 187,000                  |
| <b>Public Works (General Fund)</b>       | 84,000                 | 87,000                | 171,000                  |
| <b>Police Contract</b>                   | 1,110,000              | 1,188,000             | 2,298,000                |
|  | <b>\$ 2,302,000</b>    | <b>\$ 2,415,000</b>   | <b>\$ 4,717,000</b>      |
| <br><b>Street Fund</b>                   |                        |                       |                          |
| Operating                                | <b>\$ 351,000</b>      | <b>\$ 362,000</b>     | <b>\$ 713,000</b>        |
| <br><b>SWM Fund</b>                      |                        |                       |                          |
| Operating                                | <b>\$ 220,000</b>      | <b>\$ 227,000</b>     | <b>\$ 447,000</b>        |
| <br><b>Equipment Replacement Fund</b>    |                        |                       |                          |
| Acquisition                              | <b>\$ 200,000</b>      | <b>\$ 50,000</b>      | <b>\$ 250,000</b>        |
| <br><b>Capital Reserve Funds</b>         |                        |                       |                          |
| Transportation CIP Overlay Program       | \$ 1,022,000           | \$ 276,000            | \$ 1,298,000             |
| Parks Maintenance Upgrades               | 80,000                 | -                     | \$ 80,000                |
| SWM System Maintenance                   | 174,000                | 488,000               | 662,000                  |
|  | <b>\$ 1,276,000</b>    | <b>\$ 764,000</b>     | <b>\$ 2,040,000</b>      |
| <br><b>TOTAL ANNEXATION EXPENDITURES</b> | <b>\$ 4,349,000</b>    | <b>\$ 3,818,000</b>   | <b>\$ 8,167,000</b>      |



*Burien*  
WASHINGTON

# ANNEXATION SALES TAX CREDIT

FINANCE DEPARTMENT

February 8, 2010

# WHAT IS THE PURPOSE OF THE ORDINANCE?

- Levy .1% Sales and Use Tax within City of Burien to help offset those costs which exceed revenues for providing services in the annexation area.
- State provides a credit from their portion of the sales tax, so there is no increase to the residents.
- Tax revenue must be used for services within the annexation area.

# CALCULATION

- Based on the State of Washington's Fiscal Year
  - July 1, 2010 to June 30, 2011
- Levy Limitations
  - .1% of levy for City if the population is between 10,000 and 20,000
- Or, up to the Revenue shortfall, *which ever is less*
- Proposed Annexation Budget and projected revenues and costs of providing services not calculated in same manner

# REVENUE & EXPENDITURE PROJECTIONS

| SOURCE/FUND                                | PROJECTED REVENUES | PROJECTED EXPENDITURES | SHORTFALL            |
|--|--------------------|------------------------|----------------------|
| General                                    | \$3,127,000        | \$4,717,000            | (\$1,590,000)        |
| Restricted Capital<br>Maintenance Projects | \$282,000          | \$2,040,000            | (\$1,758,000)        |
| Surface Water<br>Management                | \$1,082,000        | \$447,000              | \$635,000            |
| Street                                     | \$1,545,000        | \$713,000              | \$832,000            |
| Equipment Acquisition                      | <u>\$0</u>         | <u>\$250,000</u>       | <u>(\$250,000)</u>   |
| TOTAL                                      | <u>\$6,036,000</u> | <u>\$8,167,000</u>     | <u>(\$2,131,000)</u> |

# HOW MUCH DO WE GET?

- \$500,000
  - Population between 10k and 20K
- \$1,000,000
  - Population is over 20k
- Population is established by Special Annexation Census to be conducted in March and April.

- Questions?
- Action on Ordinance scheduled for February 22, 2010.