



## CITY COUNCIL MEETING AGENDA

April 5, 2010

SPECIAL MEETING, Miller Creek Conference Room, 3<sup>rd</sup> Floor  
 For the purpose of holding interviews for the Parks & Recreation Board

6:00 p.m.

Reception Welcoming North Burien Residents

6:30 p.m.

and

Council Meeting

7:00 p.m.

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

PAGE NO.

- |   |  |                     |   |
|---|--|---------------------|---|
| <b>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. Response from Tabatha Miller, Finance Director, to Email Dated March 3, 2010, from John Hickman Regarding 1<sup>st</sup> Ave. S. Underground Fee on the Light Bill.</li> <li>b. E-mail Dated March 16, 2010, from Tim Greer Regarding Shoreline Management Plan.</li> <li>c. E-mail Dated March 18, 2010, from Concerned Burien Citizens Regarding SMP Updates.</li> <li>d. E-mail Dated March 20, 2010, from Lolly (Priscilla) Randall Regarding Annexation of Unincorporated Highline North.</li> <li>e. E-mail Dated March 19, 2010, from Bob Edgar Regarding Letter to City Council-Public Process.</li> <li>f. E-mail Dated March 19, 2010, from Greg Anderson Regarding SMP.</li> <li>g. E-mail Dated March 22, 2010, from David Parker Regarding Annexation of North Highline.</li> <li>h. Written Public Comments for Meeting of March 22, 2010, from Rebecca Lopes Regarding Annexation.</li> </ul> |                     | <ul style="list-style-type: none"> <li>3.</li> <li>7.</li> <li>9.</li> <li>13.</li> <li>17.</li> <li>21.</li> <li>23.</li> <li>25.</li> </ul> |

COUNCILMEMBERS

Joan McGilton, Mayor	Rose Clark, Deputy Mayor	Brian Bennett
Jack Block, Jr.	Kathy Keene	Gordon Shaw
	Lucy Krakowiak	

# CITY COUNCIL MEETING AGENDA

April 5, 2010

Page 2

- |   |  |      |
|---|--|------|
| <b>6. CORRESPONDENCE FOR THE RECORD (cont'd.)</b> | i. E-mail Dated March 23, 2010, from Colleen Hinton Regarding Annexation of North Highline.  | 27.  |
|   | j. E-mail Dated March 23, 2010, from Boris Sieverts Regarding Lake Burien.   | 29.  |
|   | k. Letter Dated March 23, 2010, from Chestine Edgar Regarding the Burien Comprehensive Plan, Corrections that Need to be Made, the SMP Draft.  | 33.  |
|   | l. Letter Dated March 23, 2010, from Rachel Levine Regarding Annexation Resolution.  | 39.  |
|   | m. E-mail Dated March 24, 2010, from Lori Alden, President, Discover Burien Association, Regarding Response to John Nelson Letter to Burien City Council.  | 41.  |
|   | n. E-mail Dated March 25, 2010, from Sean Battle Regarding South Park Bridge Impacts Many Living in Southwest King County with Response from Des Moines Mayor Pro Tem.   | 43.  |
|   | o. Letter Received March 30, 2010, from Chestine Edgar Regarding the Burien Comprehensive Plan, Corrections that Need to be Made, the SMP Draft.   | 47.  |
|   | p. Letter Dated March 30, 2010, from Chestine Edgar Regarding Burien Comprehensive Plan, Burien SMP Documents.   | 51.  |
| <b>7. CONSENT AGENDA</b>                          | a. Approval of Vouchers: Numbers 24591 - 24722 in the Amount of \$874,292.83.  | 53.  |
|   | b. Approval of Minutes: Council Meetings March 22, 2010 & March 29, 2010.  | 71.  |
|   | c. Motion to Adopt Ordinance No. 537, Relating to Domestic Partner Benefits, Conforming BMC Ch. 2.27 to Referendum 71.   |      |
| <b>8. BUSINESS AGENDA</b>                         | a. City Manager's Report.  | 79.  |
|   | b. Presentation of the 2009 Annual Report by Zev Siegl, Lead Business Advisor, Small Business Development Center (SBDC).   |      |
|   | c. Discussion of City Council Schedule for Review of Shoreline Master Program.   | 91.  |
|   | d. Motion to Approve Resolution 310, Authorizing the City Manager to Execute the Interlocal Agreements with King County for the Transition of Services and Property within the North Highline South Annexation Area (North Burien) from King County to the City of Burien. | 93.  |
|   | e. Discussion on King County –Seattle Public Health Grant - "Communities Putting Prevention to Work."  | 153. |

## 9. COUNCIL REPORTS

## 10. ADJOURNMENT



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

---

March 24, 2010

John Hickman  
13671 18<sup>th</sup> Ave SW  
Burien, WA 98166

RE: Correspondence on Seattle City Light Underground Fee

Dear Mr. Hickman:

I have been asked to respond to your letter dated March 3, 2010, regarding the Seattle City Light Underground fee. I understand your concern and acknowledge that Seattle City Light customers with higher bills will pay a larger portion of the 1<sup>st</sup> Avenue South Underground fee, due to the utility's cost recovery arrangement.

In 2003 and 2004 a number of options to allow Seattle City Light to recoup the cost of that capital project were reviewed by Burien City staff and Council. In 2005, consistent with the Franchise Agreement between the City of Burien and Seattle City Light, a memorandum of understanding was signed by both parties providing for full cost recovery on the project from Seattle City Light customers in the City of Burien through an increment to the rates charged.

Regarding the effect on lower-income households, the City cannot directly alleviate the additional expenses associated with the undergrounding fee, but Burien does offer a Utility Tax Relief Program for eligible low-income households.

Sincerely,

Tabatha Miller  
Finance Director

RECEIVED  
MAR 04 2010  
CITY OF BURIEN

March 3, 2010  
John Hickman  
13671 18<sup>th</sup> Ave SW  
Burien, Wa 98166

Mayor  
Joan McGilton

re: 1<sup>st</sup> Ave S Underground fee on the Light Bill

Attached is my Light Bill as of February which shows a fee \$25.40 for the 1<sup>st</sup> Ave S Underground project. I heat my house with non polluting electricity. This fee is about 4 time higher (4X) that of my neighbors who heat their homes with gas (emitting CO and CO2).

Please explain how my paying 4 times my neighbors fee just because I use electric heat is fair and equitable.

This also affects;  
Elderly who keep their homes warmer.  
People with large families (more cooking, showers, laundry, etc.).  
Most apartment buildings (except The Heights).  
Elderly housing most of which is electrically heated.  
Low income housing most of which is electrically heated.

Again, how is this fair and equitable?



John Hickman

CFTR: 04/05/10  
PC: 03/04/10  
CC: Finance for response



# Seattle City Light Bill

108006

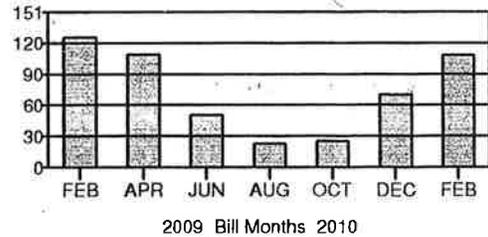
22  
CD-2Questions? Call 206-684-3000 or 1-800-862-1181 (out of area calls only)  
Write us? 700 5th Avenue, Suite 3200, PO Box 34023, Seattle, WA 98124-4023Account number:  
**1-38278-243505**JOHN R. HICKMAN  
13671 18TH AVE SW  
BURIEN, WA 98166-1046**Summary of charges as of February 10, 2010**

Payments received after February 11, 2010 are not reflected.

Previous balance:	350.78
Payments applied - <b>THANK YOU:</b>	350.78 CR
Balance:	0.00
Total adjustments:	0.00
Current billing:	602.81

**TOTAL AMOUNT DUE ON March 03, 2010 \$602.81**Service address:  
13671 18TH AVE SW**FIGHT PHONE SCAMS. REPORT CALLS  
SEEKING CREDIT CARD INFORMATION AT  
684-3000.**Rate discounts available for income eligible  
seniors and other customers. Call 206-684-3000.Avoid late charges - make timely bill payments or  
payment arrangements. (Accounts on Budget  
Billing are not eligible for alternative payment  
arrangements.)**DETAILED BILLING INFORMATION****Electric Service**

Service From	Service Through	Previous Reading	Current Reading	kWh Multiplier	kWh Usage
Dec 03, 2009	Feb 04, 2010	80693.00	87558.00	1	6865.00
Meter Number: 58255		Service Category: KWHC			
Base service charge					2.72
Winter Residential Burien					448.00 KWH @ \$0.0414 per KWH 18.55
Winter Residential Burien					2603.11 KWH @ \$0.0834 per KWH 217.10
1st Ave South 1 Underground					3051.11 KWH @ \$0.0037 per KWH 11.29 ✓
Base service charge					3.87
Winter Residential Burien					560.00 KWH @ \$0.0471 per KWH 26.38
Winter Residential Burien					3253.89 KWH @ \$0.0949 per KWH 308.79
1st Ave South 1 Underground					3813.89 KWH @ \$0.0037 per KWH 14.11 ✓
<b>Current Electric Service:</b>					<b>602.81</b>

**Compare Your Electricity Usage**

1129  
1411  
2540

No. of days this period: 63  
kWh consumption this period: 6865  
Avg kWh per day: 108.96 kWh  
Avg kWh cost this period: \$ 9.56/day

Same period last year: 63  
Same period last year: 7940 kWh  
Same period last year: 126.03 kWh

1ST AVE S UG \$ 25.40

Please tear off remittance stub below and mail it with your payment in the enclosed return envelope.

Please do not write messages on the bill stub, which is machine processed - instead, write to us on a separate sheet and include your account number.

**Seattle City Light Bill**Service address: 13671 18TH AVE SW  
Account number: 1-38278-243505**DUE DATE: March 03, 2010**  
**TOTAL AMOUNT DUE: \$602.81**Make check  
payable  
and mail to:Enter Amount Paid: \$ \_\_\_\_\_  
Write account number on check. Please do not send cash.JOHN R. HICKMAN  
13671 18TH AVE SW  
BURIEN, WA 98166-1046CITY OF SEATTLE  
DEPARTMENT OF FINANCE  
P.O. BOX 34017  
SEATTLE, WA 98124-1017

0000003031001000038278024350520000000000060281001



**Lisa Clausen**

---

**From:** Public Council Inbox  
**Sent:** Thursday, March 18, 2010 5:29 PM  
**To:** 'Tim Greer'  
**Subject:** RE: Shoreline Management Plan

Your message to the Burien City Council will be included in the Correspondence for the Record for an upcoming Council meeting.

Thank you-  
L. Clausen  
City Manager's Office

---

**From:** Tim Greer [mailto:tim@mercerbuilders.com]  
**Sent:** Tuesday, March 16, 2010 4:38 PM  
**To:** Public Council Inbox  
**Cc:** Susan Coles  
**Subject:** Shoreline Management Plan

Dear council:

Any action which results in state guidelines being ignored will be considered illegal.

Any government body which enacts rules adversely affecting the value of my property will be considered hostile.

Any compensation I demand in exchange for losses due to irresponsible government interference will be collected.

Later. -T

CFTR: 04/05/10



**Lisa Clausen**

---

**From:** Public Council Inbox  
**Sent:** Friday, March 19, 2010 9:29 AM  
**To:** 'Concerned Burien Citizens'  
**Subject:** RE: SMP Updates

Thank you for writing to the Burien City Council. Your message will be included in the Correspondence for the Record for a future Council meeting.

L. Clausen  
City Manager's Office

**From:** Concerned Burien Citizens [mailto:concernedburiencitizens@gmail.com]  
**Sent:** Thursday, March 18, 2010 6:18 PM  
**To:** Susan Coles; Public Council Inbox  
**Subject:** SMP Updates

Dear Planning Commissioners and City Council Members,  
2010

March 16,

First we'd like to thank you for your work representing the citizen's of Burien, it's not an easy job and we appreciate your efforts. As a shoreline community we want to voice our concern regarding the Shoreline Master Program's regulations regarding bulkheads and other shoreline stabilization structures.

While many of us would support prohibitive regulations on any *new* shoreline stabilization that is proven to adversely impact ecological functions, *the ability to repair and replace existing shoreline stabilization for protection of not only primary structures, but also appurtenant structures and established uses must be accommodated.*

Many shoreline homeowners do not have homes directly on the water, but rather homes that are set back from the water or are located up the hillside. Current regulation that does not allow these residents to replace existing bulkheads will shred property values along the entire shoreline. In turn this will create millions of dollars in annual revenue loss for the city and will no doubt result in tax increases **for everyone.**

With the real estate market and economy in its current state of peril, and the City of Burien already behind in its revenue needs for basic infrastructure improvements, education and security- we simply *cannot afford* anymore regulation that inhibits our community's ability to develop and thrive economically. Maintaining property values and the subsequent revenue it brings to bear for all our citizens is a tangible part of solving Burien's difficult and ongoing revenue/growth dilemma.

We urge you to adopt the following recommended revisions to the Shoreline Master Program. In so doing you'll allow all shoreline citizens to protect their home, the property around it, and the value it brings- while saving local jobs and supporting the broader

CFTR: 04/05/10

community's ability to do legal business, build safe community and thrive through a well-funded local government.

## 20.30.070 Bulkheads and Other Shoreline Stabilization Structures

### 2. REGULATIONS:

#### ADDITION:

*Repair of existing shoreline stabilization measures is allowed.* (this language is taken directly from Marysville's DOE approved SMP document ... (c ) Regulations, #12 )

d. An existing shoreline stabilization structure may be replaced with a similar structure if the following apply:

#### REVISION:

d. An existing shoreline stabilization structure may be replaced with a similar structure if *any* of the following apply:

i. The existing structure can no longer adequately serve its purpose of stabilizing the shoreline to protect the primary structure.

#### REVISION:

i. The existing structure can no longer adequately serve its purpose of stabilizing the shoreline to protect the primary structure,

*or where there is a need to protect established uses or structures from erosion caused by currents, tidal action, or waves.*

(this language is taken from the DOE guidelines)

*At the discretion of the City Engineer, the determination of adequacy or need does not necessarily require a*

*geotechnical report by a licensed geotechnical engineer or related licensed professional.* (similar language is located in

Marysville's DOE approved SMP document)

ii. Replacement walls or bulkheads shall not encroach waterward of the ordinary high water mark or existing structure unless the

residence was occupied prior to January 1, 1992, and there is overriding safety or environmental concerns.

In such cases,

the replacement structure shall abut the existing shoreline stabilization structure.

#### REVISION:

ii. Replacement walls or bulkheads shall not encroach waterward of the ordinary high water mark or existing structure unless

the structure to be replaced currently exists in that location. In such cases, the replacement structure shall abut the existing

shoreline stabilization structure.

iii. Where a net loss of ecological functions associated with critical saltwater habitats would occur by leaving

the existing structure,  
removal of that structure would be required as part of the construction of the replacement.

**REVISION:**

iii. Where a net loss of ecological functions associated with critical saltwater habitats would occur by leaving the existing structure,  
removal of that structure *may be* required as part of the construction of the replacement.

g. Bulkheads shall not be installed for the purpose of creating upland by filling behind the bulkhead.

**REVISION:**

g. Bulkheads shall not be installed for the purpose of creating upland by filling behind the bulkhead, *except where a structure is being repaired or replaced with a similar structure and fill is part of the original construction. In this case, no additional fill shall be added beyond what is needed to repair the structure to its original form and capacity.*

h. The size and quantity of material utilized for the bulkhead shall be the minimum necessary to protect the structure from the estimated energy intensity of the shoreline hydraulic system.

**REVISION:**

h. The size and quantity of material utilized for the bulkhead shall be the minimum necessary to protect the structure, *appurtenant structures and established uses* from the estimated energy intensity of the shoreline hydraulic system.

i. The maximum height of a bulkhead on the marine shoreline shall be no greater than four (4) vertical feet above the OHWM.

**REVISION:**

i. The maximum height of a bulkhead on the marine shoreline shall be no greater than four (4) vertical feet above the OHWM.

*Replacement bulkheads may be built to the height of the original.* (taken from Marysville's DOE approved SMP document)

**ADDITION:**

Where a stabilization structure exists waterward of the OHWM and requires replacement and such replacement is prohibited,  
a shoreline ecological restoration plan for the affected area that mitigates ecological impact over time may be considered as  
an alternative to removal, re-location and/or alternative building materials, by applying the following set of mitigation steps to  
the affected area: (the following are taken from DOE's approved and recommended mitigation steps)

(1)Reduce or eliminate the impact over time by preservation and maintenance operations; (2) Compensate for the impact

by replacing, enhancing, or providing substitute resources or environments; and (3) Monitor the impact and the compensation projects and take appropriate corrective measures.

**ADDITION:**

Soft shoreline replacement stabilization measures that provide restoration of shoreline ecological functions may be permitted waterward of the ordinary high-water mark. (taken directly from the DOE requirements)

**ADDITION:**

Shoreline stabilization measures along the shoreline that incorporate ecological restoration through the placement of rocks, gravel or sand, and native shoreline vegetation is allowed.

Sincerely,  
Concerned Burien Citizens

## Lisa Clausen

---

**From:** Public Council Inbox  
**Sent:** Tuesday, March 23, 2010 4:43 PM  
**To:** 'Lollyco@aol.com'  
**Subject:** Re: Annexation of Unincorporated Highline North

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

L. Clausen  
City Manager's Office

---

**From:** Lollyco@aol.com [mailto:Lollyco@aol.com]  
**Sent:** Saturday, March 20, 2010 7:53 PM  
**To:** Public Council Inbox  
**Subject:** Annexation of Unincorporated Highline North

Dear Burien City Council,

I am shocked to see most of you conducting business based on your whims and emotions. Seattle's Mayor and Council are conducting business based on facts and numbers. I am appalled at your attempt to ram through annexation of North Unincorporated Highline, especially in light of the Burien citizens' vote that they did not want to annex any of Unincorporated Highline.

I, and many, many of your constituents will be working vigorously to get those of you voting pro-annexation off the council, and that includes Mayor Joan McGilton. Those of you who want the North Highline way of life in Burien, please spare us all who live in and love present Burien, and move to North Highline.

I would like both articles below put into the Council minutes and public record.

Lolly (Priscilla) Randall  
16767 Maplewild Ave SW  
Burien, WA 98166

## White Center annexation vote put on hold by Seattle

Seattle Mayor Mike McGinn and the City Council have decided to delay an annexation of the White Center area until at least 2011 because paying for services there would be so expensive.

By Emily Heffter Seattle Times staff reporter

Seattle Mayor Mike McGinn and the City Council have decided to delay an annexation of the White Center area until at least 2011 because paying for services there would be so expensive.

Annexing the area, part of the North Highline annexation area, could cost Seattle \$12.6 million a year more than it would generate in new taxes, plus \$8.7 million in one-time costs, according to a preliminary analysis by the city Budget Office. The area has about 20,000 residents.

With the city facing a \$50 million shortfall in its general fund, the mayor decided to withdraw his earlier recommendation and campaign promise that residents of that area vote this fall on whether they want to join Seattle.

CFTR: 04/05/10

"Unfortunately, this is coming at a time when the city's financial circumstances are really strained," said Beth Goldberg, the acting director of the Budget Office.

Goldberg presented her analysis Friday to the council's Regional Development and Sustainability Committee. Although an annexation of the White Center area has been discussed for more than a year, council members said Goldberg's presentation was the first real cost estimate they had seen.

The presentation Friday included a look at crime statistics in the annexation area. They showed crime rates much higher than in other, comparable neighborhoods in Seattle. For example, while there were three to five rapes reported in similar Seattle neighborhoods in 2009, the North Highline area saw 18, according to Deputy Seattle Police Chief Clark Kimerer.

There were 60 to 65 burglaries and property crimes in comparable Seattle neighborhoods, and 241 in the annexation area; 15 to 30 vehicle thefts were reported in comparable neighborhoods, and 156 were reported in the annexation area.

The council will have to decide on a 2011 annexation ballot measure by next March. Goldberg said she would present a more thorough financial analysis early next year.

Voters in the southern part of the North Highline community voted in August to join Burien.

*Emily Heffter: 206-464-8246 or [eheffter@seattletimes.com](mailto:eheffter@seattletimes.com)*

*Now a word from one of our Council members.....*

## **Burien knows what it wants**

Burien is getting feisty. The small city is not counting itself out as a home to the northern neighborhoods of North Highline.

Burien is getting feisty.

The small city is not counting itself out as a home to the northern neighborhoods of North Highline.

There has been an understanding that Burien would annex mostly residential southern North Highline and Seattle would absorb the northern area, which includes the White Center business district.

Burien and voters moved ahead, while in Seattle the mayor and City Council disagreed on whether to act.

In April, the southern part of North Highline officially becomes part of Burien.

King County has been encouraging cities to take in unincorporated areas that strain county resources.

Last month I wrote that Burien had done its part and now Seattle should go ahead and ask White Center residents to vote on joining us. I said it would be a good fit.

But Burien City Councilmember Kathy Keene, said no, no, no.

Keene asked me to come visit and find out why Burien would be better.

She's had her eye on White Center for a while, and it was she who pulled other, initially reluctant Burien officials to her way of thinking.

I met with Keene, Mayor Joan McGilton and City Manager Mike Martin at Burien's new City Hall, which shares space with a county library. That cohabitation is part of Burien's innovativeness, and openness, they told me.

The council meets in a room separated from the library lobby by a glass wall. They kept saying what you see is what you get, and what you get is down-to-earth people.

While we chatted, the office dog wandered by chewing on a squeaky toy turtle.

The folks in White Center are just like us, they said. Their pitch is accessibility and kinship, and a small-town feel.

"In Burien they will be 18,000 of 45,000," Keene said. In Seattle, White Center would be lost among more than a half-million people, she said. "How much power does that give them?"

And, Keene said, Seattle is always talking about "densification." The thought of skinny houses, without yards for kids and dogs to play in, makes her cringe.

Keene drove me around town. She's a retired Teamster who spent most of her career driving for Boeing.

We roamed from the "Gold Coast" Seahurst homes right on the Sound, to housing developments for low-income residents, many of them immigrants and refugees.

She pointed out small businesses along the redone 152nd Street Southwest, and the place where a 10-screen theater is proposed and the land where the city wants to relocate the car dealerships it is known for.

Keene noted every fire hydrant we passed. "We take care of our fire hydrants, unlike Seattle," she said. They were nicely painted.

Keene is in her first term on the City Council, but she's been a commissioner for Water District 20 for two decades.

She moved to the area 23 years ago because she wanted a community like Ballard was when she was growing up, small and connected.

Burien has traditionally been a community in which people were born, grew up, raised families, retired and died. But in recent years it has seen an influx of new people from Asia and Latin America.

Earlier, Martin agreed Burien doesn't have Seattle's resources for outreach, but she said they are working at it. Keene said the newcomers don't need or want to be coddled, anyway.

Our conversation moved from what's best for White Center to what is in Burien's best interest. The question that focused the city's attention on North Highline is where else can the city grow?

Keene said she's looking years ahead and that it makes sense for Burien to add territory while it's available. She said the city missed out when the city of SeaTac was incorporated on taking a chunk of land that could have been part of Burien.

Burien has been on the short end of regional development before.

An aerial photograph on the wall of Martin's office shows Burien in the '60s with a multiblock empty space, an area that was cleared out for a new mall, a mall that went instead to Tukwila.

That was a painful setback.

McGilton said if Seattle is going to be aggressive about acquiring territory, then Burien should be ready to make a move, too.

The Seattle City Council is expected to decide soon whether to ask North Highline residents to vote on joining the city.

Next Monday, Burien's council will discuss whether to formalize its interest.

Burien is flashing its feathers and strutting its stuff.

Which suitor will White Center embrace?

*Jerry Large's column appears Monday and Thursday. Reach him at 206-464-3346 or [jlarge@seattletimes.com](mailto:jlarge@seattletimes.com).*

## Lisa Clausen

---

**From:** Public Council Inbox  
**Sent:** Monday, March 22, 2010 9:34 AM  
**To:** 'Bob Edgar'  
**Cc:** Monica Lusk  
**Subject:** RE: Letter to City Council-Public Process

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

L. Clausen  
City Manager's Office

**From:** Bob Edgar [mailto:r\_edgar2@yahoo.com]  
**Sent:** Friday, March 19, 2010 2:33 PM  
**To:** Public Council Inbox  
**Cc:** Monica Lusk  
**Subject:** Letter to City Council-Public Process

Please add the attached letter to the City of Burien meeting packet.

Thank you,  
Bob Edgar

CSTR: 04/05/10



To: The Burien City Council  
Subject: Shoreline Master Plan Document-Public Process & Alignment with City Policies  
Date: March 19, 2010

The process used by the Planning Department to include public involvement needs to be more inclusive. The current format moves participants into confrontational positions. Specific ploys include:

1. suspending public comments,
2. squeezing in additional meetings to meet an arbitrary deadline, and
3. accepting only public written comments but then not addressing them or including them in the Summary of Public Comments

These appear to be designed to discourage public involvement which, in turn, increases confrontation.

When citizens review the Summary of Public Comments that is available at the beginning of the Planning Commission Meeting and find that their comments have not been included, their opportunity to publicly inform the commissioners has already been eliminated. The loss of timely information reduces the ability of the Planning Commission to make an informed decision, especially if the information is relevant to a topic currently on the meeting agenda.

This is all compounded by recently uncovered conflicting and erroneous information

1. between the Burien Comprehensive Plan and the Burien Critical Areas Ordinance
2. within the Burien Comprehensive Plan itself
3. between Burien Comprehensive Plan, Burien Critical Areas Ordinance and the draft Shoreline Master Program and associated four technical documents
4. between four technical documents "supporting" the Shoreline Master Program

Burien citizens have been forced to provide the due diligence to ensure that the SMP will be integrated and congruent with existing city documents. And quite honestly, performing due diligence is the Burien Planning Department's responsibility.

In spite of citizens' continued comments about these valid conflicts and inaccuracy of information, the Planning Department is reluctant to take ownership or confirm that the inaccuracies are valid and it appears that they would rather perpetuate the conflicts and incorrect information through additional city documents.

Part of the Shoreline Master Program update process has been to hire specialists Reid Middleton and Grette to prepare technical documents and SMP text. The conflicting information between the Burien Comprehensive Plan and the Burien Critical Areas Ordinance may have created a moral dilemma for Reid Middleton. I feel that, to some degree, Reid Middleton's reputation has been compromised either because they assumed that they were getting correct information from Planning Department or because they were told which Burien document and information to use in their four technical documents. Whatever the reason, the bottom line is that the SMP text and the technical documents are not aligned with the City documents.

When citizens provide oral and written comments that this conflicting information needs to be addressed before a legitimate Shoreline Master Program can be completed, the Planning Department uses one or more of the following responses:

1. The technical documents were "vetted" by the Department of Ecology, implying that the documents cannot be changed; therefore, case closed
2. The technical documents were "vetted" by the Shoreline Advisory Committee, implying that the documents cannot be changed; therefore, case closed
3. The concern was already discussed by the Shoreline Advisory Committee, implying that the concern has already been addressed; therefore, case closed
4. The wording needs to be in alignment with the Burien Comprehensive Plan, implying that the concern cannot be addressed; therefore, case closed
5. The wording needs to be in alignment with the Burien Critical Areas Ordinance, implying that the concern cannot be addressed; therefore, case closed
6. "It will be handled in the permitting process", implying that it will be handled sometime in the future; therefore, our preference is to be reactive rather than proactive

Outside of mouthing these words, the Planning Department has not produced any documentation or evidence to support the truthfulness of their responses.

At this point in time, the process used by the city:

1. perpetuates the use conflicting, incorrect and inaccurate information
2. attempts to decrease public involvement
3. reduces any accountability to create an accurate, legitimate document
4. places the consultants in a difficult position

So Burien City Council, please help Burien citizens understand how this process lends credence to your tag line:

***"Innovative Stewards of Public Trust"***

Bob Edgar

## Lisa Clausen

---

**From:** Public Council Inbox  
**Sent:** Monday, March 22, 2010 9:36 AM  
**To:** 'Paula Anderson'  
**Subject:** RE: SMP

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

L. Clausen  
City Manager's Office

---

**From:** Paula Anderson [mailto:mudwagon@juno.com]  
**Sent:** Friday, March 19, 2010 3:33 PM  
**To:** Public Council Inbox  
**Subject:** SMP

Re; Burien SMP draft:

I am very concerned with the direction the SMP is going. I hope the council will take the needed time and energy to make this a good regulation.

It is imperative that you understand all of the following:

90.58 RCW Shoreline Management act of 1971. This is an updated law that governs shoreline. Please understand 90.58.020 regarding single family residence & 90.58.100 (5)

173-27 WAC Shoreline Management Permit & Enforcement. This with 90.58 RCW are the state shoreline regulations for shoreline permits. Please review 173-27-020 "Minimum procedural requirements as necessary". 173-27-040 2 (g) "single-family residence means....."

173-26 WAC State Master Program. This mandates that Burien develops their own SMP & how to do it.

Title 25 Shoreline Management. This is the current Burien Shoreline plan. This with the state regulations allow residents to have a 20' setback from the OHW 25.16.100 C DOE will forgo the Dec. 1st deadline as long as Burien continues to work on the SMP, so this doesn't need to be a rushed regulation. The Burien SMP is allowed to have a No Net Loss of ecological functions, and ecological functions may be impaired by development. 173-26-186 (8) Public access does not have to be allowed. "if access is shown to be incompatible due to reasons of safety, security, or impact to the shoreline environment" 173-26-221 (4) Public access (d) (ii).

I feel the current SMP Draft is overly restrictive to the approximately 400 properties at a value I would guess over

CFTR: 04/05/10

\$200 million dollars.

RCW 173-26 I feel the advisory committee & the planning commission did not properly use or apply 90.58  
173-27.  
New SMP draft. or acknowledge the change from the current Burien Title 25 Shoreline Management & the  
New SMP draft.

I hope this helps the council in making the SMP a great document regulating some of the  
nicest and most valuable  
residential private property in the city of Burien.

If you have any questions, please feel free to contact me.

Thank you,

Greg Anderson

## Lisa Clausen

---

**From:** Public Council Inbox  
**Sent:** Monday, March 22, 2010 3:46 PM  
**To:** 'David@lollyco.com'  
**Subject:** Re: Annexation of North Highline

Thank you for your message to Councilmember Keene, with cc's to other Burien City Councilmembers. Your e-mail will be included in the Correspondence for the Record for an upcoming City Council meeting.

L. Clausen  
City Manager's Office

**From:** David Parker [mailto:David@lollyco.com]  
**Sent:** Monday, March 22, 2010 12:45 PM  
**To:** Kathy Keene

**Cc:** Joan McGilton; Brian Bennett; blockj@burienwa.gov; Lucy Krakowiak; Gordon Shaw; Burien; Lollyco@aol.com; glendaester@yahoo.com; wmjohnester@yahoo.com; wetmarshall@cs.com; arthurgr@microsoft.com; highline@robinsonnews.com; 'Beth & Martin Barrett'; 'Beth and Martin Barrett'; ericm@robinsonnews.com; colleenmhinton@msn.com; 'David Duke'; 'debi & gordy'; 'Debi Olson'; 'Erwin Eykel'; 'Greg Detuerk @ work'; 'jack & barbara'; 'Korbut'; 'Monte Regier'; tgdetuerk@aol.com; 'Xandria Eykel'

**Subject:** Annexation of North Highline

Dear Ms. Keene,

This is a first for me, writing to a city council member. But I cannot sit by passively and watch the city council make a foolish move toward annexing North Highline, including White Center. I speak for myself and I speak for many Burien neighbors when I say DO NOT DO IT! I have lived in Burien for 57 years. Mostly I've been proud of Burien and it's small town feel and also the growth exemplified by the revitalization of Olde Burien and Burien Town Square project. I was in favor of annexing the Southern section of North Highline. I am in favor of utilizing the area by Sea-Tac airport along Des Moines Memorial Parkway for warehouse and light industry. I was in total agreement with Burien City officials about the Lora Lake Apartment complex and it's dismantlement. But to annex White Center is a huge mistake and one that is not wanted and will not be tolerated by the Burien constituency. I have talked with many neighbors and the feeling is unanimous, we the citizens of Burien do not want to annex White Center. We were all appalled at the article in the Seattle times where you advocated for annexation and claimed that the citizens in White Center share the same values as Burien citizens. Based on the crime rate of North Highline, I don't believe that is the case. Our tax base is high enough, we don't need to take on a high maintenance area that will cost the citizens of Burien even more. I know for a fact that will be the case. I have lived here a very long time and I know this area very well. I went to Sunnydale, Sunset and Highline. I have had contact with a lot of people over the years in every part of the greater Highline area and I can state unequivocally that annexing North Highline is a bad idea for Burien and should not be pursued. To do so by the City Council would be to go against the will of the citizens of Burien that elected them and would be a dereliction of civic duty to represent the people of the city. If the council feels so adamant about annexation, put it to a vote by the people. Not the people of North Highline, but a vote of the citizens of the City of Burien. You will clearly hear then that I am correct in my assertions on this matter.

Finally, because of the distasteful manner that the "Shoreline Protection Act" has been foisted on the homeowners of Burien by the "Select Committee" appointed by the City Council, many of whom don't even live in Burien and none of which owns any shoreline in Burien and now this advocacy for

CFTR: 04/05/10

annexing North Highline by the City Council, I am aware of talk about the South of Burien, mainly the section of homes from the Normandy Park border along the shoreline to Shorewood succeeding from Burien with a 51% vote of the homeowners in that designated area and forming the city of Seahurst, which at a later date would petition to be annexed by the City of Normandy Park. This is not a threat, it is a real possibility. The question is, do you want to be the Burien City Council that lost the Southern and Western Burien high property value homes because you refused to listen to your constituency?

Regards,

*David*

David Parker

16767 maplewild Avenue S.W.

Burien, WA 98166



CITY OF BURIEN, WASHINGTON

Written Public Comments For Meeting Of 3/22/2010

For those who do not wish to speak, but would like to make comments, please use this sheet. Your comments will be summarized and become part of the permanent record for this Council meeting. You may leave your completed sheet with the City Clerk. Thank you.

WOULD LOVE TO BE PART OF BURIEN - THANKS FOR YOUR  
COMMENTS ON KEEPING THE COMMUNITY AND NEIGHBORS  
TOGETHER

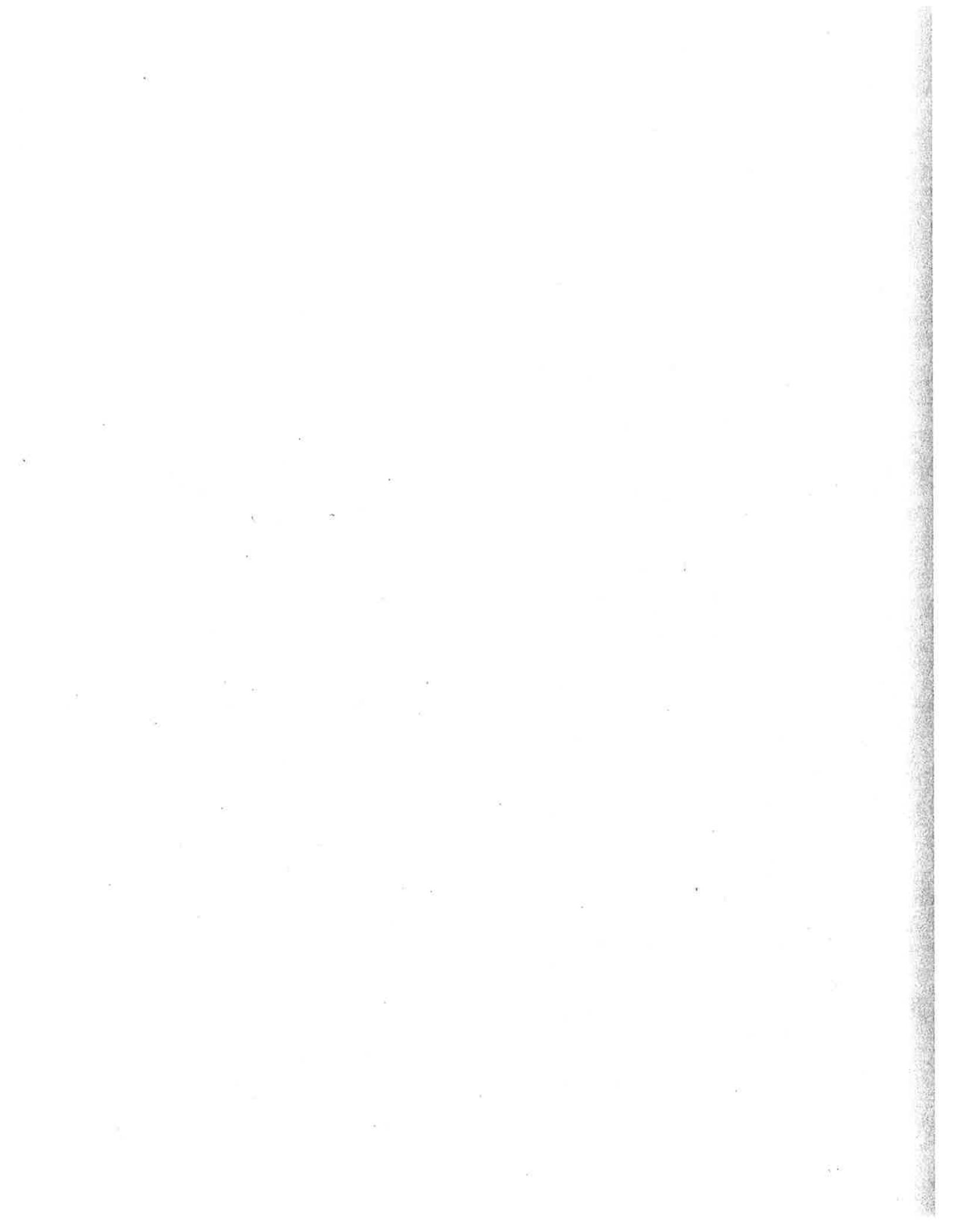
Name: REBECCA LOPES

Address: 10637 19TH AVE SW

City / Zip Code: SEATTLE WA 98146

Telephone: 206 2447364

CFTR: 04/05/10



## Lisa Clausen

---

**From:** Public Council Inbox  
**Sent:** Tuesday, March 23, 2010 6:00 PM  
**To:** 'colleenmhinton@msn.com'  
**Subject:** re: Annexation of North Highline

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

L. Clausen  
City Manager's Office

---

**From:** Colleen Hinton [colleenmhinton@msn.com]  
**Sent:** Tuesday, March 23, 2010 9:15 AM  
**To:** David Parker; Kathy Keene  
**Cc:** Joan McGilton; Brian Bennett; blockj@burienwa.gov; Lucy Krakowiak; Gordon Shaw; Burien; Lolly Parker; glendaester@yahoo.com; wmjohnvester@yahoo.com; wetmarshall@cs.com; Arthur Greef; highline@robinsonnews.com; thebarrett5@comcast.net; Martin Barrett; ericm@robinsonnews.com; Dave & Tamera Duke; Debbie and Gordie; Debbie Olesen; Erwin Eykel; gdetuerk@medline.com; Jack Saxwold; Sue Korbut; monte\_regier@hotmail.com; tgdetuerk@aol.com; Xandria Eykel  
**Subject:** RE: Annexation of North Highline

Dear Burien City Council members,

We are neighbours of Mr. Parker and we wish to add our voices in support of the views he has expressed very succinctly below, regarding the annexation of White Center.

Burien city residents should be able to vote on this issue and not have the Council decide for them.

Thank you for considering the input from your constituents.

Colleen Hinton & Arthur Greef  
16763 Maplewild Ave. SW  
Burien, WA 98166

---

**From:** David@lollyco.com  
**To:** kathyk@burienwa.gov  
**CC:** joanm@burienwa.gov; brianb@burienwa.gov; blockj@burienwa.gov; lucyk@burienwa.gov; gordons@burienwa.gov; burien@burienwa.gov; Lollyco@aol.com; glendaester@yahoo.com; wmjohnvester@yahoo.com; wetmarshall@cs.com; arthurgr@microsoft.com; highline@robinsonnews.com; thebarrett5@comcast.net; martinbarrett@comcast.net; ericm@robinsonnews.com; colleenmhinton@msn.com; wsduke@msn.com; dbunited@comcast.net; debiolson@comcast.net; erwineykel@msn.com; gdetuerk@medline.com; jsaxwold@ellisontechnologies.com; cokeman82@hotmail.com; monte\_regier@hotmail.com; tgdetuerk@aol.com; xandria\_eykel@yahoo.com  
**Subject:** Annexation of North Highline  
**Date:** Mon, 22 Mar 2010 12:45:28 -0700

Dear Ms. Keene,

OFR: 04/05/10

This is a first for me, writing to a city council member. But I cannot sit by passively and watch the city council make a foolish move toward annexing North Highline, including White Center. I speak for myself and I speak for many Burien neighbors when I say DO NOT DO IT! I have lived in Burien for 57 years. Mostly I've been proud of Burien and it's small town feel and also the growth exemplified by the revitalization of Olde Burien and Burien Town Square project. I was in favor of annexing the Southern section of North Highline. I am in favor of utilizing the area by Sea-Tac airport along Des Moines Memorial Parkway for warehouse and light industry. I was in total agreement with Burien City officials about the Lora Lake Apartment complex and it's dismantlement. But to annex White Center is a huge mistake and one that is not wanted and will not be tolerated by the Burien constituency. I have talked with many neighbors and the feeling is unanimous, we the citizens of Burien do not want to annex White Center. We were all appalled at the article in the Seattle times where you advocated for annexation and claimed that the citizens in White Center share the same values as Burien citizens. Based on the crime rate of North Highline, I don't believe that is the case. Our tax base is high enough, we don't need to take on a high maintenance area that will cost the citizens of Burien even more. I know for a fact that will be the case. I have lived here a very long time and I know this area very well. I went to Sunnydale, Sunset and Highline. I have had contact with a lot of people over the years in every part of the greater Highline area and I can state unequivocally that annexing North Highline is a bad idea for Burien and should not be pursued. To do so by the City Council would be to go against the will of the citizens of Burien that elected them and would be a dereliction of civic duty to represent the people of the city. If the council feels so adamant about annexation, put it to a vote by the people. Not the people of North Highline, but a vote of the citizens of the City of Burien. You will clearly hear then that I am correct in my assertions on this matter.

Finally, because of the distasteful manner that the "Shoreline Protection Act" has been foisted on the homeowners of Burien by the "Select Committee" appointed by the City Council, many of whom don't even live in Burien and none of which owns any shoreline in Burien and now this advocacy for annexing North Highline by the City Council, I am aware of talk about the South of Burien, mainly the section of homes from the Normandy Park border along the shoreline to Shorewood succeeding from Burien with a 51% vote of the homeowners in that designated area and forming the city of Seahurst, which at a later date would petition to be annexed by the City of Normandy Park. This is not a threat, it is a real possibility. The question is, do you want to be the Burien City Council that lost the Southern and Western Burien high property value homes because you refused to listen to your constituency?

Regards,

David

David Parker

16767 maplewild Avenue S.W.

Burien, WA 98166

---

Hotmail has tools for the New Busy. Search, chat and e-mail from your inbox. Learn More.<[http://www.windowlive.com/campaign/thenewbusy?ocid=PID27925::T:WLMTAGL:ON:WL:en-US:WM\\_HMP:032010\\_1](http://www.windowlive.com/campaign/thenewbusy?ocid=PID27925::T:WLMTAGL:ON:WL:en-US:WM_HMP:032010_1)>

## Lisa Clausen

---

**From:** Public Council Inbox  
**Sent:** Tuesday, March 23, 2010 4:51 PM  
**To:** 'borissieverts@gmx.de'  
**Subject:** RE: Lake Burien

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

Lisa Clausen  
City Manager's Office

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

**From:** Boris Sieverts [mailto:borissieverts@gmx.de]  
**Sent:** Tuesday, March 23, 2010 2:54 AM  
**To:** Public Council Inbox  
**Subject:** Lake Burien

Dear City Council of Burien,

It is nearly a year ago now, that my father and I visited Burien, when my father was invited to come to your place to speak and discuss about the role of places like Burien in bigger agglomerations, that are in the process of working on their identity and character. We were quite impressed by the efforts that the community had done so far, until we got to know about a lake, that noone had spoken about before, although it obviously was the biggest potential in the struggle of the city for quality and character. At the time I was so irritated by the fact that noone did anything to bring that lake back to the city, that I made some notes that I finally brought into the form of an open letter to the Citizens of Burien. I would be happy if you could publish it in the one or the other form.

Sincerely,

Boris Sieverts  
Büro für Städtereisen  
Pellenzstr. 6  
50823 Köln  
Germany  
[borissieverts@gmx.de](mailto:borissieverts@gmx.de)

CFR: 04/05/10



## AN OPEN LETTER TO THE CITIZENS OF BURIEN about their lake

written from notes after a visit in Burien on July 2nd 2009 on the occasion of my father Thomas Sieverts speaking in Burien.

I remember the unbelievable story of an invisible lake in the center of a town called Burien. There was no public access to the lake, but my father and I were introduced to one of the "owners" of the lake and she invited us to take a bath. She was talking about the good quality of the water that is due to the common not use of motorboats of the neighbouring properties and the renouncement of fertilizer in the gardens, which I found really impressive. She then said that when the lake would get a public access, all this would be gone. I wondered about that argument, because, apart from the bewildering strong conviction of a lack of responsibility of her common citizens that it showed, there are of course ways of controlling water pollution at public accesses, be it by neighbourhood control, by closing hours at night, by park wardens, by the arrangement of a public bath with attendants or other solutions, which she obviously had not ever even thought about.

The second line of her argumentation was, that if the lake would get a public access, the values of their properties would fall and then they would pay less taxes which could not be in the interest of the municipality, a fairly absurd way of thinking, which I will come back to later.

And the third line of her argumentation was, that there are enough lakes nearby. When I asked her, what nearby means, she talked of distances, that are only practicable by car, and of course this is a deep and profound difference, if you can walk from your own city center, maybe with an ice cream in your hands, in just 5 minutes to such a wonderful nature spot or if you have to go back home to get the car and drive there. As my father and I had just been shown before, Burien has made a big effort to become an urban, pedestrian friendly, sustainable and atmospheric place. I could only understand the inaccessibility of the lake as a kind of relict of other times, when there was maybe less citizen spirit or so, which I don't know.

When we got to know, that there would be a property to sell in the near future, and that if the city administration would buy it, they could get a public access, we looked at that property and it was just perfect in its position to the city center as well as in size and character.

Talking about the issue with council members, we got the impression that they were not willing to face the people that live around the lake and try to keep it exclusively their's. What, under these circumstances, did all the embellishments and structural improvements of the city center, that we had just been shown, mean? Were they just covering the real scandal of what was happening in this town?

To give away the unique chance of a public access to the lake after all these efforts would at least heavily affect everything that you, the citizens of Burien have done and reached for in the past years. The fact, that the vacant lot in question is just on the perfect location seen from the city center (you could even have a nice pedestrian's connection through the alley between 152nd and 153rd street, that leads right on the spot), to me was like a sign from above that this is a chance to fight for, because it will never come again.

I am convinced that, if it would be well managed, the neighbours of the lake won't be seriously harmed by a public access (except maybe that they have to give up the idea that the lake is "theirs", which in fact it is not) and that at the same time the overall image and value of Burien as a whole (not only in the city center) would rise remarkably. Close to Cologne, where I live, there is a small town called Haltern. It is close to a lake. A couple of years ago they changed their name to "Haltern am See" (Haltern on the lakeside). Property prices have nearly doubled since then!

The degree of hypocrisy of those who keep the lake for themselves now and thereby pretend to do it for the best of nature and the city of Burien is hard to bear. Municipalities need money to invest in the quality of life in their boundaries. For no tax money in the world, Burien will be able to invest in such a good improvement in the quality of life of its inhabitants as a public access to the lake on that spot

would mean. And for the nature argument: Public access must not necessarily mean pollution, there are enough good examples for that. People are a part of nature too. They must not deprive themselves from it just at places where it hurts them most! The inhabitants of the lake are the best example for that!

Lake Burien has enough space for everybody, those who live there and those who come to visit!!!

Imagine future Burien citizens talking about their childhood: "On summer evenings we got ice cream on main street, left the store by the backdoor terrace and went down the alley to the lake. There was a charming little boardwalk, a meadow, huge trees and a house to change clothes. It had all been there for decades. My parents said, that there were times when no one knew about it. Can you imagine?"

As far as I know there is a state law, that says that all water surfaces belong to the state and are thereby public property. If, because of the given fact that the whole shoreline is already private properties, that law is partially without consequence in reality, that is one thing. But if there is a chance and a public will to change that unhappy state of things by the legal and legitimate act of a municipality buying a property, and that process is heavily impeded by certain people, that former unhappy but maybe legitimate state of things finally loses its legitimacy and comes even close to illegality, because it actively tries to cross what the law wants.

I remember the mayor saying, that the municipality could probably even get funding from a state park program for the acquisition of a public access. But she was afraid of facing the influential people that live around the lake. I really liked her, but what kind of municipality is this, where a few influential people can deprive a whole town of one of its greatest treasures?

Imagine you and some others buy a house. Now the others place themselves around that house in a way that you can no longer reach it. If you ask them to let you pass, they say no. Then one of them sells his property. You try to buy it, to get access to your house in the middle, but those who have placed themselves around it do everything for that you can not buy the property that you would need to get to your house in the middle. During all that time they use the house in the middle for themselves. Isn't that robbery or at least something close to robbery? The house in the middle is the lake and you are the public. The lake is (also) yours. Don't let them steal it from you!

Get the municipality to buy the property in question!

Collect fundings and donations to buy it yourselves for the use of everyone!

Apply to the social responsibility of the Van Dyke foundation, that is the actual owner!

Start an idea competition on the future of Lake Burien and Burien on the lakeside!

Köln, Germany, March 2010

Boris Sieverts  
Büro für Städtereisen  
Pellenzstr. 6  
50823 Köln  
Germany  
[borissieverts@gmx.de](mailto:borissieverts@gmx.de)

RECEIVED

MAR 23 2010

To-The Planning Commission

To-the City Council

From Chestine Edgar

Re-The Burien Comprehensive Plan, Corrections that need to be made, The SMP draft

March 23, 2010

CITY OF BURIEN

I am requesting that the following changes be made to the Comprehensive Plan and the Shoreline Master Plan documents that are being created based on the Best Available Science that is supposed to be in the Comprehensive Plan

**1. Lake Burien has always been a Class 2 wetland in the Comprehensive plan from 1997 to 2009.** In am requesting that the section in Chapter 4, Wetlands that states the Lake Burien is a wetland according to the King County rating scale add the words- **Class 2 wetlands. Additionally, I am requesting that the SMP documents that were created based on the Comprehensive Plan comply with that plan and show Lake Burien as a Class 2 wetland. The city's historical records and documents support my request.**

a. In 1980-81, King County classified all of their major wetlands with the King County wetland rating system. Lake Burien was designated as Class 2 wetlands (King County, 8-18-81). Also, the Lake Burien Creek was identified as a Class 2 stream. Lake Burien remained Class 2 wetlands until Burien became a city. When Burien incorporated in 1993, the city kept the King County Class 2 wetlands rating on Lake Burien. From Burien's adoption of its first Comprehensive Plan in 1997 until the most recent update to the Comprehensive Plan in December 2009, Lake Burien has always been classified as Class 2 wetlands according to the King County Rating Scale.

During the past 30 years, the wetlands designation of Lake Burien has always been a Class 2. In 2003, the City of Burien created their Critical Areas Ordinance and added a fourth designation (not supported by any science) to their wetlands rating scale and arbitrarily changed the wetlands designation of Lake Burien from a Class 2 to a Class 4 wetlands, again with no supporting scientific evidence. This was in complete conflict with the Comprehensive Plan. Currently, the Comprehensive Plan shows Lake Burien as wetlands based on the King County rating scale.

b. It is important that the change I am requesting happen now because once the Shoreline Master Program is adopted, it will become the CAO for critical shorelines. King County, the Burien Comprehensive Plan and the Grette Technical Documents, Nov. 2009/Draft all show Lake Burien to be Class 2 wetlands. The SMP requires that there be agreement with the Comprehensive Plan as well as best current science. Lake Burien is Class 2 wetlands.

**2. Based on the Comprehensive Plan, the buffer on Lake Burien needs to be changed in the Shoreline Master Plan and its supporting technical documents.**

OFTR: 04/05/10

a. When King County classified Lake Burien in 1980; the buffer that was required by the county was 50'. That buffer requirement stayed in place until 2003. In 2003, when Burien adopted its CAO (creating their own rating scale, designating Lake Burien as Class 4 wetlands, but included a map that still identified it as Class 2 wetlands) the buffer was changed to a default 30' buffer regardless of property characteristics. **However according to the Comprehensive Plan Policy, this new buffer was not in compliance with the Comprehensive Plan because in the Comprehensive Plan, Lake Burien was still Class 2 wetlands on the King County rating scale.**

b. It seems only logical that a buffer of no less than the historical one of 50' be allowed. In viewing most of the developed properties on Lake Burien, it appears that their set-back and buffer are 50' or more on the sites. I am not an expert on buffers and setbacks but it appears that 50' was the standard number used. To make it greater than 50' would turn almost every home on Lake Burien into a non conforming structure and that makes no sense. The Dept. Of Ecology will probably need to be consulted on this issues. However, I am requesting that a re-examination of the buffer issue happen before a buffer is set in the SMP document. Also, I am requesting that a correction on the buffer be made in all of the Shoreline Master Plan documents.

**3. The Lake Burien Residential Zoning Area has always been Low Density because it is located in a sensitive/critical area (actually two areas-Wetlands and Aquifer Recharge Area). Additionally, the area is already characterized by single family residential development at four houses per acre or less-see Pol RE1.5, page 2-8 of the Burien Plan.**

a. In 1980-81 when King County rated the lakes, it also created zoning areas and stated that sensitive areas would get a low density rating to ensure adequate protection of the sensitive area. Burien's Comprehensive Plan, created in 1997, had the same low density provision in it. This provision has been carried forward into the current Comprehensive Plan most recently updated in December, 2009.

Lake Burien has always been a Low Density Zoning Area because it is located in a sensitive/critical area. Additionally, the area has always been characterized by 4 or less houses/units per acre. The City of Burien has tried to mess around with the lot size and buffer to increase density on Lake Burien. But the fact remains that by both King County policy and the Burien Comprehensive Plan policy, Lake Burien has always been a Low Density Zoning Area.

b. In June 2010, the city (when the Plan comes up for review) should correct its map to reflect that Lake Burien and the houses immediately adjacent to the lake are a low density residential area.

c. The Pol REC 1.5, page 2-8 requires that The Cumulative Impacts Document( from SMP documents) analysis be redone to examine the environmental implications of imposing a medium density lot size into a low density area. Only after that analysis is completed, should a buffer be recommended and decided on for the Burien SMP.

d. In June 2010, the Burien Planning Commission may want discuss the issues of lot size, zoning and impervious surface allowed and how that applies to the Comprehensive Plan for Lake Burien.

**Conclusion**- Until the above corrections are made, the Burien SMP will be out of compliance with the Burien's Comprehensive Plan. I urgent you to attend to these changes immediately.

*Attachment - Residential Neighborhoods,  
Burien Comprehensive Plan,  
Pol RE 1.5*

## Residential Neighborhoods

### *Goal RE.1*

*Provide a variety of attractive, well-designed housing choices that reinforce the character of the neighborhoods and meet the needs of existing and future City residents.*

Pol. RE 1.1 The planned densities in single family neighborhoods should match the land use map.

Pol. RE 1.2 The planned densities for single family development should encourage a lower development potential in areas with development constraints.

**Discussion:** Within the City, potential development constraints include, but are not limited to, critical areas, such as areas along the coastline that are susceptible to landslides, areas with wetlands or areas prone to flooding; areas with stormwater drainage problems; exposure to exterior noise levels that exceed an Ldn of 55 dBA; or deficiencies in the type or level of services necessary for urban development, such as transportation facilities (roadway and pedestrian), sewer, or water.

Pol. RE 1.3 Any existing single-family lot that was legally subdivided or legally created prior to enactment of subdivision statutes prior to incorporation or annexation shall be considered a legally conforming lot for building purposes, providing the size of the lot was not reduced by more than 50 percent through acquisition for public purposes, and on such lots new homes may be built and existing houses may be expanded and remodeled, provided that applicable setbacks, lot coverage, critical area restrictions, design review requirements (if any), height limits and other applicable regulations in the zoning code are met.

Pol. RE 1.4 When determining buildable lot size for residential development, the area of a lot covered by water (including but not limited to lakes or the Puget Sound) shall not be included in the calculation.

Pol. RE 1.5 The *Low Density Residential Neighborhood* designation will provide for low-density residential development. Development within this designation includes existing neighborhoods that are zoned for four units per acre or less.

**Allowed Uses and Description:** The *Low Density Residential Neighborhood* designation allows single family residential uses and their accessory uses at a density of 4 units per acre or less, due to the constraints posed by critical areas. This policy may be implemented by more than one zoning category, based on the ability of the land and public facilities to support development. Development standards, for such items as impervious surfaces, streetscapes, sidewalks and stormwater drainage,

may vary within each zoning category based on the existing character of the area.

**Designation Criteria:** Properties designated *Low Density Residential Neighborhood* should reflect the following criteria:

- ✓ 1. The area is already generally characterized by single family residential development at four units per acre or less; and
2. Relative to other residential areas within the City, the area is characterized by lower intensity development as shown on Map LU-2.
- ✓ 3. The land is designated as a potential landslide hazard area, steep slope area, or wetland on the City of Burien's Critical Areas Map,
4. The existing and planned public facilities for the area cannot adequately support a higher density.
5. The area is subject to existing impacts from high levels of airport-related noise.

**Discussion:** Portions of the City that contain critical areas are appropriate for a lower level of residential density to protect those critical areas from impact associated with higher density development. Lower density development is appropriate to protect the critical areas and those functions that they serve including but not limited to the natural habitat and promoting the overall public health, safety and welfare. In addition, lower density residential development is often more compatible with high levels of airport-related noise than higher density residential development. For example, currently within the city, the northeastern area is subjected to high levels of airport-related noise, yet maintains good neighborhood quality. Applying lower density development potentials to such areas will help to preserve the existing quality of the neighborhoods and protect critical areas. (Amended, Ord. 445, 2005)

- Pol. RE 1.6 The *Moderate Density Residential Neighborhood* land use category will provide primarily single family residential uses in neighborhoods suitable for this type of development, where community improvements and facilities that are normally necessary for development can be provided. Development within this designation includes existing neighborhoods that have been platted at an average of five to six units per acre.

**Allowed Uses and Description:** The *Moderate Density Residential Neighborhood* designation allows for single family residential uses, their accessory uses and public and semi-public uses. The maximum residential density shall not exceed six units per net acre.

To retain the existing character of development in the neighborhoods classified as *Moderate Density Residential Neighborhood*, the City's zoning code will specify appropriate density and dimension standards that include floor area ratios (FARs) in addition to lot coverage, setbacks and height. Development standards for impervious surfaces, streetscapes, sidewalks and stormwater drainage, may vary within each zoning category based on the existing character of the area.

**Discussion:** There are specific concerns about increasingly large home sizes within the City's moderate density neighborhoods. The zoning code will need to include measures that adequately restrict homes from becoming massive structures that cover almost an entire lot and are out of character with the surrounding residential development.

**Designation Criteria:** Properties designated for Moderate Density Residential Neighborhood uses should generally reflect all of the following criteria:

1. The area is already characterized by primarily single family residential uses at greater than four units per acre.
2. The existing or committed public facilities are adequate to support residential development at this density.
3. The area does not have significant amounts of critical areas.
4. The area is designated Urban on Figure 2 LU-2 (Application of this designation outside of the area delineated as Urban, shall be limited to five units per acre).

Pol. RE 1.7 The *Low and High Density Multifamily Neighborhood* designations should provide for the location of stable and attractive multifamily development near transit, employment, shopping and recreation facilities.

Compatibility between these uses and adjacent single family development is provided through the City's design guidelines. Recreation facilities, including a park or open space, is required as an integral part of any multifamily development. Public facilities, especially pedestrian access to activity centers, are a requirement for development. In addition, adequate services and facilities (such as sewer, water and roadway capacity) must be provided concurrent with development before the upper density limit is reached. Developments within these designations include existing multifamily dwellings at an average of 8 to 48 units per acre.

RECEIVED

Seattle, Washington  
March 23, 2010

MAR 24 2010

CITY OF BURIEN

Burien City Council  
400 SW 152nd St.  
Burien, WA 98166

Dear Burien City Council,

Having attended the Council meeting on March 8, during which you voted to proceed with drafting a resolution for the annexation of the remainder of North Highline, your action at the meeting last night was not what I expected.

As a resident of the newly annexed part of North Highline, I came to hear comments on the resolution, which I saw as a first step in uniting the entire North Highline community with that of Burien. I looked forward to the passing of the resolution as a way of welcoming all the residents of North Highline into the community, even if the present circumstances might necessitate postponing the annexation itself.

Frankly, I was disappointed that the Council seemed unable to clarify the intent of the resolution and instead passed a motion to withdraw the resolution. This action grew in part out of the Highline Times false headline and the heated reactions that were expressed from audience. There undoubtedly were others who expressed concerns about the costs of the additional annexation before the meeting, as well as those who brought this information to the meeting.

I can understand the reluctance, indeed the prudence, of the Council to not pursue additional annexation at this time. For me, a resolution that indicated an interest in this future action would say to the greater North Highline community that their resources and contributions to the building of greater Burien community would be valued and that our neighbors would not be seen as "those people", but would be welcomed to participate in the development of a rich, diverse and vital community into the future.

It is my hope that members of the Council and your City Manager, Mike Martin, will continue to attend meetings of the North Highline Unincorporated Area Council. There they will witness the reports on public safety that would refute the assertions about crime in White Center. There the great efforts of citizen volunteers to steward the assets of the North Highline community will be seen.

I, personally, will continue to advocate for the White Center and Boulevard Park libraries, as they provide valuable resources for the whole community. We need to capture the capital funds to improve these libraries that were provided in the 2004 KCLS bond.

Thank you for your dedicated work on behalf of the well-being of our community.

Sincerely,



Rachael Levine  
430 S. 124th St.  
Seattle, WA 98168

cc North Highline Unincorporated Area Council

CFTR: 04/05/10



**Lisa Clausen**

---

**Subject:** Discover Burien response to John Nelson letter to Burien City Council

**From:** Lori Alden [lorialden@PNWRealty.com]  
**Sent:** Wednesday, March 24, 2010 5:13 PM  
**To:** Joan McGilton  
**Subject:** Discover Burien: response to John Nelson letter to Burien City Council

Dear Mayor McGilton and Councilmembers:

As the president of Discover Burien I felt that I should respond to the email you received on March 8, 2010 from Mr. John Nelson regarding Discover Burien events.

As you know, Discover Burien's mission is to create and sustain a vibrant business community through promotions and education. It is a mission that we take very seriously. We believe that Burien is a true gem of a community, a good place to do business and celebrates its community through many festivals and events. Discover Burien is but one of the many organizations that puts these festivals and events on throughout the year.

John Nelson has an interesting point of view, though I believe it to be harshly critical of the reality of the situation. There are certain limitations that organizations like Discover Burien face. As a tiny non-profit with limited staff, volunteers and equipment we are unable to be all things to all people and therefore cannot always provide support for organizations/causes, no matter how well-intentioned they may be.

Discover Burien provides a great deal of energy, work, planning and enthusiasm putting together the numerous events we manage each year. As the high-profile organization, Discover Burien is constantly being pitched with ideas for events throughout the year. As much as we would like to help everyone, there are just not the resources to do so. That in no way is to say that events like the Brat Trot and Cove to Clover should not be part of the overall events that help to make Burien such a great place nor that Discover Burien had made any effort to stop those events.

We have a process in which we move things through our committee structure and up through the board. The process does take time as we weigh each decision as it relates to the whole events calendar and figure out how to best utilize our limited resources.

It is my understanding that Mr. Nelson came up with the idea and needed to get it put together in a very short time-frame - too quickly for our process. He was able to put it together and came up with a very nice program that did provide some monetary benefit to the organizations it supported. His passion for putting it together and making it happen is very commendable. It was just not possible for Discover Burien to jump into something that was: brand new, had little time to come together, and was not vetted through our committee.

I believe his expectations of Discover Burien outweighed our ability to provide the level of support he desired. Mr. Nelson is welcome to contact Steve Gilbert, our executive director, to begin the process of working with Discover Burien.

Sincerely,

Lori Alden  
President, Discover Burien Association

CFTR:04/05/10

---

This email is confidential and intended solely for the use of the individual or entity to whom it is addressed. You are hereby notified that any dissemination, distribution or copying of this communication, or any of its contents is strictly prohibited. Any views or opinions expressed in this email, are solely those of the author and do not necessarily represent those of Prudential Northwest Realty Associates.

## Lisa Clausen

---

**From:** Public Council Inbox  
**Sent:** Thursday, March 25, 2010 4:52 PM  
**To:** 'Sean Battle'  
**Subject:** RE: South Park Bridge impacts many living in Southwest King County

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

L. Clausen  
City Manager's Office

---

**From:** Sean Battle [mailto:seanbattle1@gmail.com]  
**Sent:** Thursday, March 25, 2010 1:19 PM  
**To:** Public Council Inbox; dkaplan@desmoineswa.gov; bsheckler@desmoineswa.gov; sthomasson@desmoineswa.gov; cscott@desmoineswa.gov; mmusser@desmoineswa.gov; mpina@desmoineswa.gov; dsherman@desmoineswa.gov; george.hadley@ci.normandy-park.wa.us; clarke.brant@ci.normandy-park.wa.us; doug.osterman@ci.normandy-park.wa.us; Shawn.McEvoy@ci.normandy-park.wa.us; john.rankin@ci.normandy-park.wa.us  
**Subject:** South Park Bridge impacts many living in Southwest King County

Des Moines Council Member Kaplan,

My wife and I just bought a new house in Des Moines, near 1st Ave and S 200th St. We love the neighborhood so far!

However, a recent news article about the South Park Bridge has me a little worried. Apparently the planned closure for the South Park Bridge is going to substantially increase traffic on the 1st Ave South Bridge (SR99 over the Duwamish River). So much so in fact that the Level of Service drops to "F". Article: <http://westseattleblog.com/2010/03/south-park-bridge-closure-planning-session-mayor-re-money>. I also noticed that there does not seem to be any representation for the residents in Southwest King County that use the 1st Ave Bridge daily.

My wife and I both use the 1st Ave Bridge every day to get to work in Seattle! I am almost certain that many residents of Des Moines use it as well. Not to mention other cities such as Burien, Normandy Park and SeaTac.

**My question is, "Have you looked into forming a coalition with the other nearby cities to put more pressure on King County and WSDOT to find a solution for this problem?"**

I don't mean to put you on the spot, but I copied a few other elected officials in hopes of starting a dialogue.

Regards,

Sean Battle

CFTR: 04/05/10



## Lisa Clausen

---

**From:** DesMnsDave@aol.com  
**Sent:** Saturday, March 27, 2010 4:10 PM  
**To:** seanbattle1@gmail.com; Public Council Inbox; dkaplan@desmoineswa.gov; bsheckler@desmoineswa.gov; sthomasson@desmoineswa.gov; cscott@desmoineswa.gov; mmusser@desmoineswa.gov; mpina@desmoineswa.gov; dsherman@desmoineswa.gov; george.hadley@ci.normandy-park.wa.us; clarke.brant@ci.normandy-park.wa.us; doug.osterman@ci.normandy-park.wa.us; Shawn.McEvoy@ci.normandy-park.wa.us; john.rankin@ci.normandy-park.wa.us  
**Cc:** TPiasecki@desmoineswa.gov; GFredricks@desmoineswa.gov; DBrewer@desmoineswa.gov  
**Subject:** Re: South Park Bridge impacts many living in Southwest King County

Mr. Battle,

Thank you for your email concerning the South Park Bridge.

For a little background information (and as I understand it), the South Park Bridge belongs to King County. One end of the bridge is in Tukwila, the other end is in unincorporated King County, and then there is a sliver of land that actually belongs to the City of Seattle somewhere in the mix. Those are the direct jurisdictional parties involved.

King County has known for a long time that the South Park Bridge was in horrible shape, and a date for closure had been set some time ago. I believe the cost of a new bridge to be approximately \$150 million.

While the funds necessary to replace the bridge have not yet been identified, the bridge has become a priority. In a recent effort to prioritize local transportation projects that would be funded IF the federal government follows through on a proposed job creation proposal (I think it passed the US Senate, but was stuck in the House), based on regional distributions the bridge would get approximately \$18 million. Additional funds have been identified from a few sources, but the combined amount is less than \$50 million of the \$150 million needed, and none of it is secured.

We understand the impact that this would have on our residents and those of other south side cities. But the stark reality is that King County, City of Tukwila and the City of Seattle do not have funding for this project. Seattle has obtained funding to fix other large scale, expensive messes such as Mercer Street at the south end of Lake Union, the tunnel to replace the viaduct, and replacement of the SR 520 Evergreen Point Bridge. With the exception of Mercer Street, the other two projects are billions of dollars and Seattle (and the state) must commit it's efforts to both of those projects. A major earthquake could take both down in a single blow, and both projects were supposed to be addressed in an "expedited fashion" after the February 2001 earthquake that damaged them. Nine years later, neither project has started, let alone been completed.

In Des Moines we've had our own challenges with bridges. The Saltwater Park Bridge was out of service nearly 2 years due to landslides and bad wind storm damage. Even with those repairs, the bridge needs major repair and seismic upgrade work. This year, work will be completed on the North Twin Bridge on 16th Avenue South, just south of 250th Street. Again, major footing repair and seismic upgrades are being done. If it weren't for federal bridge funding, and floating city bonds, we would not have been able to do either project. I suspect that both King County and the cities of Seattle and Tukwila would have to do something similar.

No matter what is proposed, it will not prevent closure of the South Park Bridge on June 30, 2010.

I would consider the City of Des Moines sending a letter, in conjunction with other south county cities, outlining the potential impacts on our citizens, and on those citizens in surrounding jurisdictions, which strongly encourages those three jurisdictions to make the tough decision to finance bridge construction through the use of their bonding capacity. That would be appropriate.

Aside from that, I'm not sure how much more can be done. We have no money to give ourselves to such a project, and King County has literally had over a decade to figure out what to do about the South Park Bridge. And here we are.

Thank you again for your email.

Dave Kaplan

Mayor Pro Tem  
Des Moines City Councilmember

In a message dated 3/25/2010 1:19:05 P.M. Pacific Daylight Time, seanbattle1@gmail.com writes:

Des Moines Council Member Kaplan,

My wife and I just bought a new house in Des Moines, near 1st Ave and S 200th St. We love the neighborhood so far!

However, a recent news article about the South Park Bridge has me a little worried. Apparently the planned closure for the South Park Bridge is going to substantially increase traffic on the 1st Ave South Bridge (SR99 over the Duwamish River). So much so in fact that the Level of Service drops to "F". Article:

<http://westseattleblog.com/2010/03/south-park-bridge-closure-planning-session-mayor-re-money>. I also noticed that there does not seem to be any representation for the residents in Southwest King County that use the 1st Ave Bridge daily.

My wife and I both use the 1st Ave Bridge every day to get to work in Seattle! I am almost certain that many residents of Des Moines use it as well. Not to mention other cities such as Burien, Normandy Park and SeaTac.

**My question is, "Have you looked into forming a coalition with the other nearby cities to put more pressure on King County and WSDOT to find a solution for this problem?"**

I don't mean to put you on the spot, but I copied a few other elected officials in hopes of starting a dialogue.

Regards,

Sean Battle

To-The Planning Commission  
To-the City Council  
From Chestine Edgar  
Re-The Burien Comprehensive Plan, Corrections that need to be made, The SMP draft  
March 23, 2010

I am requesting that the following changes be made to the Comprehensive Plan and the Shoreline Master Plan documents that are being created based on the Best Available Science that is supposed to be in the Comprehensive Plan

**1. Lake Burien has always been a Class 2 wetland in the Comprehensive plan from 1997 to 2009.** In am requesting that the section in Chapter 4, Wetlands that states the Lake Burien is a wetland according to the King County rating scale add the words- **Class 2 wetlands.** **Additionally, I am requesting that the SMP documents that were created based on the Comprehensive Plan comply with that plan and show Lake Burien as a Class 2 wetland. The city's historical records and documents support my request.**

a. In 1980-81, King County classified all of their major wetlands with the King County wetland rating system. Lake Burien was designated as Class 2 wetlands (King County, 8-18-81). Also, the Lake Burien Creek was identified as a Class 2 stream. Lake Burien remained Class 2 wetlands until Burien became a city. When Burien incorporated in 1993, the city kept the King County Class 2 wetlands rating on Lake Burien. From Burien's adoption of its first Comprehensive Plan in 1997 until the most recent update to their Comprehensive Plan in December 2009, Lake Burien has always been classified as Class 2 wetlands according to the King County Rating Scale.

During the past 30 years, the wetlands designation of Lake Burien has always been a Class 2. In 2003, the City of Burien created their Critical Areas Ordinance and added a fourth designation (not supported by any science) to their wetlands rating scale and arbitrarily changed the wetlands designation of Lake Burien from a Class 2 to a Class 4 wetlands, again with no supporting scientific evidence. This was in complete conflict with the Comprehensive Plan. Currently, the Comprehensive Plan shows Lake Burien as wetlands based on the King County rating scale.

b. It is important that the change I am requesting happen now because once the Shoreline Master Program is adopted, it will become the CAO for critical shorelines. King County, the Burien Comprehensive Plan and the Grette Technical Documents, Nov. 2009/Draft all show Lake Burien to be Class 2 wetlands. The SMP requires that there be agreement with the Comprehensive Plan as well as best current science. Lake Burien is Class 2 wetlands.

**2. Based on the Comprehensive Plan, the buffer on Lake Burien needs to be changed in the Shoreline Master Plan and its supporting technical documents.**

CFTR: ot/os/10

a. When King County classified Lake Burien in 1980; the buffer that was required by the county was 50'. That buffer requirement stayed in place until 2003. In 2003, when Burien adopted its CAO (creating their own rating scale, designating Lake Burien as Class 4 wetlands, but included a map that still identified it as Class 2 wetlands) the buffer was changed to a default 30' buffer regardless of property characteristics. **However according to the Comprehensive Plan Policy, this new buffer was not in compliance with the Comprehensive Plan because in the Comprehensive Plan, Lake Burien was still Class 2 wetlands on the King County rating scale.**

b. It seems only logical that a buffer of no less than the historical one of 50' be allowed. In viewing most of the developed properties on Lake Burien, it appears that their setback and buffer are 50' or more on the sites. I am not an expert on buffers and setbacks but it appears that 50' was the standard number used. To make it greater than 50' would turn almost every home on Lake Burien into a non conforming structure and that makes no sense. The Dept. Of Ecology will probably need to be consulted on this issues. However, I am requesting that a re-examination of the buffer issue happen before a buffer is set in the SMP document. Also, I am requesting that a correction on the buffer be made in all of the Shoreline Master Plan documents.

**3. The Lake Burien Residential Zoning Area has always been Low Density because it is located in a sensitive/critical area (actually two areas-Wetlands and Aquifer Recharge Area). Additionally, the area is already characterized by single family residential development at four houses per acre or less-see Pol RE1.5, page 2-8 of the Burien Plan.**

a. In 1980-81 when King County rated the lakes, it also created zoning areas and stated that sensitive areas would get a low density rating to ensure adequate protection of the sensitive area. Burien's Comprehensive Plan, created in 1997, had the same low density provision in it. This provision has been carried forward into the current Comprehensive Plan most recently updated in December, 2009.

Lake Burien has always been a Low Density Zoning Area because it is located in a sensitive/critical area. Additionally, the area has always been characterized by 4 or less houses/units per acre. The City of Burien has tried to mess around with the lot size and buffer to increase density on Lake Burien. But the fact remains that by both King County policy and the Burien Comprehensive Plan policy, Lake Burien has always been a Low Density Zoning Area.

b. In June 2010, the city (when the Plan comes up for review) should correct its map to reflect that Lake Burien and the houses immediately adjacent to the lake are a low density residential area.

c. The Pol REC 1.5, page 2-8 requires that The Cumulative Impacts Document( from SMP documents) analysis be redone to examine the environmental implications of imposing a medium density lot size into a low density area. Only after that analysis is completed, should a buffer be recommended and decided on for the Burien SMP.

d..In June 2010, the Burien Planning Commission may want discuss the issues of lot size, zoning and impervious surface allowed and how that applies to the Comprehensive Plan for Lake Burien.

**Conclusion- Until the above corrections are made, the Burien SMP will be out of compliance with the Burien's Comprehensive Plan. I urge you to attend to these changes immediately.**



To- The Burien City Council  
To- The Burien Planning Commission  
Re- Burien Comprehensive Plan, Burien SMP documents  
March 30, 2010

RECEIVED  
MAR 30 2010  
CITY OF BURIEN

I am requesting that the following changes be made to the Technical Document-Cumulative Impacts Analysis so that it correctly identifies the zoning density of the properties immediately adjacent to the Lake Burien as low density residential zoning and then addresses the correct impacts analysis for the future on the lake with regard to the low density zoning.

1. Lake Burien has always been **low density residential zoning**. It was placed into that zoning density by Policy REC 1.5, page 2-8 of the Burien Comprehensive Plan. From 1997 to 2010, Lake Burien has matched this policy for low density zoning by its characteristic neighborhood (4 or less houses per acres) and by the fact that it has 2 critical areas almost covering all of the properties.
2. The Cumulative Impacts Analysis incorrectly identifies Lake Burien as a moderate density residential zoning area. This is impossible because according to Pol REC 1.5 moderate density areas cannot contain significant amounts of critical areas.
3. The Cumulative Impacts Analysis needs to address the issues that are created by trying to apply the lot size to the Policy that states that there can only be 4 or less houses per acres in low density zoning areas. The issue here is about allowing the amount of impervious surface at a 70% or 45% level. Low density zoning, by its lot size, would only allow impervious surface coverage at a 45% level.

As a result of the SMP process, it is clear there are some significant errors in the Critical Areas Ordinance and the Comprehensive Plan. I have requested information on how this will be taken care of. I still have not received a response from the City. I would appreciate that as soon as possible.

Additionally, I remain concerned and confused by the lack of information that was provided at the 03-23-2010 Planning Commission meeting about how Appendix 8-C will apply to wetland classification for Lake Burien. I am requesting that further information be provided to the public on this topic and allow public comment on it. How the appendix works and why Lake Burien is not being addressed as a continuous shoreline but rather as separate slices of land on a shoreline were not explained.

Lastly, I remain deeply concerned about the continued lack of public input that has been allowed and truly considered in the Shoreline Master Plan process. The Planning Commission as well as the City Staff seem to be concerned with only rushing this document through. There appears to a greater effort as a speedy job rather than a quality document. The City of Burien states that they are "Innovative Stewards of the Public Trust". It is hard for citizens to trust you if you do not listen to them.

CFTR-04/05/10



## 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 5<sup>th</sup> day of April, 2010 the FOLLOWING:

CHECK NOS. 24591-24722

IN THE AMOUNTS OF \$874,292.83

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

Accounts Payable  
Checks for Approval



User: liliac  
Printed: 03/31/2010 - 3:01 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
24591	03/18/2010	General Fund	Office and Operating Supplies	CITI BANK	35.59
24591	03/18/2010	General Fund	Office And Operating Supplies	CITI BANK	35.59
24591	03/18/2010	General Fund	Office and Operating Supplies	CITI BANK	556.27
24591	03/18/2010	General Fund	Subscriptions/publications	CITI BANK	350.00
24591	03/18/2010	General Fund	Admission and Entrance Fees	CITI BANK	105.00
24591	03/18/2010	General Fund	Burien Marketing Strategy	CITI BANK	1,351.00
24591	03/18/2010	General Fund	Dues/memberships/subscriptions	CITI BANK	162.00
24591	03/18/2010	General Fund	Burien Marketing Strategy	CITI BANK	149.75
24591	03/18/2010	General Fund	Office and Operating Supplies	CITI BANK	113.37
24591	03/18/2010	General Fund	Fuel/Gas Consumption	CITI BANK	77.11
24591	03/18/2010	General Fund	Office and Operating Supplies	CITI BANK	173.10
24591	03/18/2010	General Fund	Office and Operating Supplies	CITI BANK	155.74
24591	03/18/2010	General Fund	Other Travel	CITI BANK	59.88
24591	03/18/2010	General Fund	Meals	CITI BANK	9.06
24591	03/18/2010	Surface Water Management Fund	Miscellaneous	CITI BANK	418.39
24591	03/18/2010	General Fund	Advertising/legal Publications	CITI BANK	47.00
24591	03/18/2010	General Fund	Advertising/legal Publications	CITI BANK	4.59
24591	03/18/2010	General Fund	Registration - Trainng/workshp	CITI BANK	197.00
24591	03/18/2010	General Fund	Miscellaneous	CITI BANK	59.95
24591	03/18/2010	General Fund	Subscriptions/publications	CITI BANK	79.90
24591	03/18/2010	General Fund	Office And Operating Supplies	CITI BANK	33.95
24591	03/18/2010	General Fund	Registration - Trainng/workshp	CITI BANK	150.00
24591	03/18/2010	General Fund	Office and Operating Supplies	CITI BANK	509.04
24591	03/18/2010	General Fund	Fuel/Gas Consumption	CITI BANK	33.00
24591	03/18/2010	General Fund	Mileage	CITI BANK	38.00
24591	03/18/2010	General Fund	Miscellaneous	CITI BANK	35.00
Check Total:					4,939.28
24592	03/18/2010	Street Fund	Office And Operating Supplies	Petty Cash Custodian	1.08
24592	03/18/2010	General Fund	Repair/maint-vehicle	Petty Cash Custodian	2.50
24592	03/18/2010	General Fund	Mileage	Petty Cash Custodian	33.50
24592	03/18/2010	General Fund	Miscellaneous	Petty Cash Custodian	4.45

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
24592	03/18/2010	General Fund	Office/operating Supplies	Petty Cash Custodian	
24592	03/18/2010	General Fund	Travel	Petty Cash Custodian	22.92
24592	03/18/2010	General Fund	Office And Operating Supplies	Petty Cash Custodian	17.00
24592	03/18/2010	General Fund	Office/operating Supplies	Petty Cash Custodian	5.65
24592	03/18/2010	General Fund	Travel	Petty Cash Custodian	5.79
24592	03/18/2010	General Fund	Burien Marketing Strategy	Petty Cash Custodian	6.00
24592	03/18/2010	Street Fund	Office And Operating Supplies	Petty Cash Custodian	25.00
24592	03/18/2010	General Fund	Office And Operating Supplies	Petty Cash Custodian	3.27
24592	03/18/2010	General Fund	Registration & Training	Petty Cash Custodian	18.60
24592	03/18/2010	General Fund	Travel	Petty Cash Custodian	13.00
24592	03/18/2010	General Fund	Travel	Petty Cash Custodian	17.93
24592	03/18/2010	General Fund	Miscellaneous	Petty Cash Custodian	12.50
24592	03/18/2010	Street Fund	Office And Operating Supplies	Petty Cash Custodian	16.45
24592	03/18/2010	General Fund	Mileage	Petty Cash Custodian	12.59
24592	03/18/2010	General Fund	Drug seizure proceeds KCSO	Petty Cash Custodian	10.00
24592	03/18/2010	General Fund	Office/operating Supplies	Petty Cash Custodian	35.40
24592	03/18/2010	General Fund	Mileage	Petty Cash Custodian	34.66
24592	03/18/2010	General Fund	Registration - Trainng/workshp	Petty Cash Custodian	6.50
24592	03/18/2010	General Fund	Office/operating Supplies	Petty Cash Custodian	50.00
24592	03/18/2010	General Fund	Miscellaneous	Petty Cash Custodian	4.37
24592	03/18/2010	General Fund	Miscellaneous	Petty Cash Custodian	26.40
24592	03/18/2010	General Fund	Miscellaneous	Petty Cash Custodian	25.50
					8.95
				Check Total:	420.01
24593	03/23/2010	Parks & Gen Gov't CIP	Project Development	HOME DEPOT	1,772.91
				Check Total:	1,772.91
24594	03/31/2010	Transportation CIP	right of way acquisition	G. B. McCaughan & Associates	1,912.50
				Check Total:	1,912.50
24595	03/31/2010	General Fund	Registration - Trainng/workshp	Petty Cash Custodian	
24595	03/31/2010	General Fund	Office/operating Supplies	Petty Cash Custodian	11.27
24595	03/31/2010	General Fund	Mileage	Petty Cash Custodian	3.00
24595	03/31/2010	General Fund	Travel	Petty Cash Custodian	10.00
24595	03/31/2010	General Fund	Office/operating Supplies	Petty Cash Custodian	22.00
24595	03/31/2010	General Fund	Registration - Trainng/workshp	Petty Cash Custodian	15.88
24595	03/31/2010	General Fund	Travel	Petty Cash Custodian	6.38
24595	03/31/2010	General Fund	Office/operating Supplies	Petty Cash Custodian	30.00
24595	03/31/2010	General Fund	Mileage	Petty Cash Custodian	27.78
24595	03/31/2010	General Fund	Travel	Petty Cash Custodian	14.00
24595	03/31/2010	General Fund	Office And Operating Supplies	Petty Cash Custodian	26.00
					23.26

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
24595	03/31/2010	General Fund	Mileage	Petty Cash Custodian	22.06
24595	03/31/2010	General Fund	Mileage	Petty Cash Custodian	14.00
Check Total:					225.63
24596	04/05/2010	Street Fund	Repairs And Maintenance	ACE Hardware	11.26
24596	04/05/2010	General Fund	Office And Operating Supplies	ACE Hardware	16.37
24596	04/05/2010	Street Fund	Repairs And Maintenance	ACE Hardware	100.95
24596	04/05/2010	Street Fund	Repairs And Maintenance	ACE Hardware	19.68
Check Total:					148.26
24597	04/05/2010	General Fund	Repairs And Maintenance	ActiveNetwork, Ltd.	1,000.00
24597	04/05/2010	General Fund	Repairs And Maintenance	ActiveNetwork, Ltd.	5,624.95
Check Total:					6,624.95
24598	04/05/2010	General Fund	Repairs And Maintenance	ADT Security Services	88.88
Check Total:					88.88
24599	04/05/2010	General Fund	Subscriptions/publications	Attorney's Eagle Eye Service	56.94
Check Total:					56.94
24600	04/05/2010	General Fund	Operating Rentals And Leases	AIRGAS-NORPAC, INC.	16.43
Check Total:					16.43
24601	04/05/2010	General Fund	Quarterly Newsletter	ALL ACCESS	5,110.37
24601	04/05/2010	General Fund	Quarterly Newsletter	ALL ACCESS	302.22
Check Total:					5,412.59
24602	04/05/2010	Parks & Gen Gov't CIP	Construction	Alpine Fence Company	6,484.59
Check Total:					6,484.59
24603	04/05/2010	General Fund	Instructors Prof Svcs	American Red Cross	450.00
Check Total:					450.00
24604	04/05/2010	General Fund	Parks Maintenance	Aquatic Specialty Services Inc	133.70

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	133.70
24605	04/05/2010	General Fund	Telephone	AT&T Mobility	19.86
				Check Total:	19.86
24606	04/05/2010	General Fund	Public Relations Consultant	Stephen Botkin	618.00
24606	04/05/2010	General Fund	Quarterly Newsletter	Stephen Botkin	1,054.72
				Check Total:	1,672.72
24607	04/05/2010	General Fund	Printing/binding/copying	Philip Hwang Kwang Nam	85.25
24607	04/05/2010	General Fund	Printing/Binding/Copying	Philip Hwang Kwang Nam	85.24
				Check Total:	170.49
24608	04/05/2010	General Fund	Prof. Svcs-instructors	Eileen Broomell	1,127.10
				Check Total:	1,127.10
24609	04/05/2010	Street Fund	Repairs And Maintenance	Burien Bark L.L.C.	19.71
24609	04/05/2010	General Fund	Office and Operating Supplies	Burien Bark L.L.C.	19.71
				Check Total:	39.42
24610	04/05/2010	Parks & Gen Gov't CIP	Project Development	James Cary	6,179.30
				Check Total:	6,179.30
24611	04/05/2010	General Fund	Community Outreach	Cross Cultural Communication,	188.60
				Check Total:	188.60
24612	04/05/2010	General Fund	Meals	CITI BANK	69.15
24612	04/05/2010	General Fund	Registration - Trainng/workshp	CITI BANK	248.52
24612	04/05/2010	General Fund	Meals	CITI BANK	63.68
				Check Total:	381.35
24613	04/05/2010	General Fund	Office and Operating Supplies	Clay Art Center, Inc.	39.35

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	39.35
24614	04/05/2010	General Fund	Channel 21 Video Production	COMCAST	57.27
				Check Total:	57.27
24615	04/05/2010	General Fund	Nuisance Abatement Costs	Clean Property Services & Exte	533.82
				Check Total:	533.82
24616	04/05/2010	General Fund	Subscriptions/publications	Crisis Clinic	38.32
				Check Total:	38.32
24617	04/05/2010	General Fund	Office And Operating Supplies	Crystal and Sierra Springs	72.71
				Check Total:	72.71
24618	04/05/2010	General Fund	Professional Services	CTS Language Link	10.33
				Check Total:	10.33
24619	04/05/2010	General Fund	Human Svc-family/youth	City of Auburn	4,000.00
				Check Total:	4,000.00
24620	04/05/2010	General Fund	Human Svc-family/youth	City of Federal Way	3,000.00
				Check Total:	3,000.00
24621	04/05/2010	General Fund	Human Svc-family/youth	City of Renton	10,500.00
24621	04/05/2010	General Fund	Human Svc-family/youth	City of Renton	5,000.00
24621	04/05/2010	General Fund	Human Svc-family/youth	City of Renton	2,000.00
				Check Total:	17,500.00
24622	04/05/2010	General Fund	Utilities	City of Seattle	114.23
24622	04/05/2010	Street Fund	Utilities - Traffic Signals	City of Seattle	2,219.10
24622	04/05/2010	Street Fund	Utilities-street Lighting	City of Seattle	3,815.49

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	6,148.82
24623	04/05/2010	General Fund	Prof. Svcs-instructors	Donald Custer	1,000.00
				Check Total:	1,000.00
24624	04/05/2010	General Fund	State Lobbying Services	Michael D. Doubleday	4,000.00
				Check Total:	4,000.00
24625	04/05/2010	General Fund	Computer Related Supplies	MAYA de LEON	103.96
				Check Total:	103.96
24626	04/05/2010	Street Fund	Discover Burien	Discover Burien	4,850.00
24626	04/05/2010	Street Fund	Special Event Clean up	Discover Burien	3,331.00
24626	04/05/2010	Street Fund	Discover Burien	Discover Burien	4,850.00
24626	04/05/2010	Street Fund	Special Event Clean up	Discover Burien	3,331.00
24626	04/05/2010	Street Fund	Discover Burien	Discover Burien	4,850.00
24626	04/05/2010	Street Fund	Special Event Clean up	Discover Burien	3,331.00
				Check Total:	24,543.00
24627	04/05/2010	General Fund	Repairs and Maintenance	Dept. of Labor & Industries	62.10
				Check Total:	62.10
24628	04/05/2010	General Fund	Office And Operating Supplies	Dunn Lumber Co.	18.21
24628	04/05/2010	General Fund	Office and Operating Supplies	Dunn Lumber Co.	296.89
				Check Total:	315.10
24629	04/05/2010	General Fund	Citizens Patrol/ Crime Prevent	Elephant Car Wash	5.46
				Check Total:	5.46
24630	04/05/2010	General Fund	Postage	FedEx	7.65
				Check Total:	7.65
24631	04/05/2010	General Fund	Professional Services	Gray & Osborne, Inc.	1,920.89

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	1,920.89
24632	04/05/2010	General Fund	Utilities	Glendale Heating	1,564.13
				Check Total:	1,564.13
24633	04/05/2010	Street Fund	Operating Rentals And Leases	Greenbaum Burien	1,027.00
				Check Total:	1,027.00
24634	04/05/2010	Transportation CIP	Construction Inspection	Harris & Associates	4,838.46
24634	04/05/2010	Transportation CIP	Construction Inspection	Harris & Associates	26,718.75
				Check Total:	31,557.21
24635	04/05/2010	General Fund	Small Business Dev. Center	Highline Community College SKC	8,000.00
24635	04/05/2010	General Fund	Burien Marketing Strategy	Highline Community College SKC	7,500.00
				Check Total:	15,500.00
24636	04/05/2010	General Fund	Human Services-Arts & Culture	Highline Historical Society	1,746.00
				Check Total:	1,746.00
24637	04/05/2010	General Fund	Repair and Maintenance	Harrington Mailbox	658.80
				Check Total:	658.80
24638	04/05/2010	General Fund	Jail Contract	Homebound Services, Inc.	180.00
				Check Total:	180.00
24639	04/05/2010	General Fund	Dues/memberships	International Association Of	102.00
				Check Total:	102.00
24640	04/05/2010	General Fund	Registration - Trainng/workshp	Western Washington Chapter ICC	150.00
				Check Total:	150.00
24641	04/05/2010	General Fund	Operating Rentals And Leases	IKON Office Solutions	321.93

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	321.93
24642	04/05/2010	General Fund	Operating Rentals And Leases	Ikon Office Solutions	325.61
				Check Total:	325.61
24643	04/05/2010	General Fund	Miscellaneous	Iron Mountain Rec. Management	513.28
				Check Total:	513.28
24644	04/05/2010	General Fund	Telephone	Integra Telecom	555.07
24644	04/05/2010	General Fund	Telephone	Integra Telecom	159.96
24644	04/05/2010	General Fund	Telephone	Integra Telecom	319.92
24644	04/05/2010	General Fund	Telephone	Integra Telecom	106.62
24644	04/05/2010	General Fund	Telephone	Integra Telecom	159.96
24644	04/05/2010	General Fund	Telephone	Integra Telecom	133.30
24644	04/05/2010	General Fund	Telephone	Integra Telecom	53.32
24644	04/05/2010	General Fund	Telephone	Integra Telecom	266.60
				Check Total:	1,888.05
24645	04/05/2010	General Fund	Repairs And Maintenance	Imageware Systems Inc.	8,783.62
				Check Total:	8,783.62
24646	04/05/2010	General Fund	Drug seizure proceeds KCSO	King County Sheriff's Office	157.84
				Check Total:	157.84
24647	04/05/2010	General Fund	Plan Review Fee Fire Dist 2	King County Fire District #2	276.55
				Check Total:	276.55
24648	04/05/2010	General Fund	Drug seizure proceeds KCSO	King County Sheriff, Pent. #4	695.00
				Check Total:	695.00
24649	04/05/2010	Surface Water Management Fund	Swm Assessment/tax	King County Treasury	11,313.65
				Check Total:	11,313.65

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
24650	04/05/2010	Surface Water Management Fund	Regional Watershed (wria9)	King County Office of Finance	4,213.66
				Check Total:	4,213.66
24651	04/05/2010	General Fund	Lodging	KATHLEEN KEENE	1,311.05
24651	04/05/2010	General Fund	Meals	KATHLEEN KEENE	431.00
24651	04/05/2010	General Fund	Travel	KATHLEEN KEENE	73.50
				Check Total:	1,815.55
24652	04/05/2010	General Fund	Att Svcs - Litigation - 1st So	Kenyon Disend, PLLC	64.50
24652	04/05/2010	General Fund	Attorney Svcs - Litigation	Kenyon Disend, PLLC	6,088.88
24652	04/05/2010	General Fund	Attorney Svcs - Gen'l Matters	Kenyon Disend, PLLC	11,762.01
24652	04/05/2010	General Fund	Prosecution - City Atty	Kenyon Disend, PLLC	10,248.11
				Check Total:	28,163.50
24653	04/05/2010	General Fund	Telephone	K. SCOTT KIMERER	73.57
				Check Total:	73.57
24654	04/05/2010	Transportation CIP	Construction-engineering	KPG, Inc.	4,646.77
24654	04/05/2010	Transportation CIP	Project Development	KPG, Inc.	2,627.86
24654	04/05/2010	Transportation CIP	Construction-engineering	KPG, Inc.	2,530.01
				Check Total:	9,804.64
24655	04/05/2010	General Fund	Small Tools & Minor Equipments	DOUG LAMOTHE	237.14
				Check Total:	237.14
24656	04/05/2010	General Fund	Recreation Guide	Larry Cederblom Design	2,943.20
				Check Total:	2,943.20
24657	04/05/2010	General Fund	Comprehensive Plan Costs	Twolindsays, Inc.	375.00
24657	04/05/2010	General Fund	Comprehensive Plan Costs	Twolindsays, Inc.	412.50
				Check Total:	787.50
24658	04/05/2010	General Fund	Auto Allowance	MIKE MARTIN	400.00
24658	04/05/2010	General Fund	Travel	MIKE MARTIN	98.00
24658	04/05/2010	General Fund	Meals	MIKE MARTIN	6.15

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	504.15
24659	04/05/2010	Parks & Gen Gov't CIP	Project Development	McKinstry Essention Inc.	24,482.01
24659	04/05/2010	Parks & Gen Gov't CIP	Project Development	McKinstry Essention Inc.	506,696.41
				Check Total:	531,178.42
24660	04/05/2010	General Fund	Drug seizure proceeds KCSO	McLendon Hardware, Inc.	49.44
				Check Total:	49.44
24661	04/05/2010	General Fund	Neighborhood Fund Grant	Meritage Home Owners Associati	1,000.00
				Check Total:	1,000.00
24662	04/05/2010	General Fund	Sales Tax Auditing Costs	Microflex, Inc.	173.12
				Check Total:	173.12
24663	04/05/2010	Street Fund	Repairs And Maintenance	Miller Paint Co.	23.82
				Check Total:	23.82
24664	04/05/2010	Parks & Gen Gov't CIP	Project Development	Martin Signs & Fabrications, I	712.85
				Check Total:	712.85
24665	04/05/2010	Parks & Gen Gov't CIP	Project Development	McKinney Trailers & Containers	127.29
				Check Total:	127.29
24666	04/05/2010	General Fund	Telephone	SPRINT	178.24
24666	04/05/2010	General Fund	Telephone	SPRINT	-195.67
24666	04/05/2010	General Fund	Drug seizure proceeds KCSO	SPRINT	365.89
24666	04/05/2010	General Fund	Telephone	SPRINT	43.11
24666	04/05/2010	General Fund	Telephone	SPRINT	157.32
24666	04/05/2010	General Fund	Telephone	SPRINT	291.49
24666	04/05/2010	General Fund	Telephone	SPRINT	1,367.32
24666	04/05/2010	Street Fund	Telephone	SPRINT	137.84
24666	04/05/2010	Surface Water Management Fund	Telephone	SPRINT	137.83
24666	04/05/2010	General Fund	Telephone	SPRINT	137.83
					8.69

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
24666	04/05/2010	General Fund	Telephone	SPRINT	102.69
24666	04/05/2010	General Fund	Telephone	SPRINT	39.84
24666	04/05/2010	General Fund	Telephone	SPRINT	49.01
Check Total:					2,821.43
24667	04/05/2010	General Fund	City Hall Custodial	National Maintenance	1,032.29
Check Total:					1,032.29
24668	04/05/2010	General Fund	Professional Services	Northwest Laboratories of Seat	235.00
Check Total:					235.00
24669	04/05/2010	Parks & Gen Gov't CIP	Project Development	Bruce Mildenberger	1,095.00
Check Total:					1,095.00
24670	04/05/2010	General Fund	Office And Operating Supplies	O'Reilly Auto Parts	6.01
Check Total:					6.01
24671	04/05/2010	General Fund	NE Redevelopment Area	OTAK, Inc	1,682.42
24671	04/05/2010	General Fund	NE Redevelopment Area	OTAK, Inc	7,207.48
Check Total:					8,889.90
24672	04/05/2010	General Fund	Repairs And Maintenance	Park Place Professional Buildi	490.00
Check Total:					490.00
24673	04/05/2010	Transportation CIP	design engineering	Perteet Inc.	37,088.29
Check Total:					37,088.29
24674	04/05/2010	General Fund	Other Travel	Petty Cash Custodian	27.45
24674	04/05/2010	General Fund	Office And Operating Supplies	Petty Cash Custodian	16.64
24674	04/05/2010	General Fund	Office and Operating Supplies	Petty Cash Custodian	7.65
24674	04/05/2010	General Fund	Office and Operating Supplies	Petty Cash Custodian	2.95
24674	04/05/2010	General Fund	Office and Operating Supplies	Petty Cash Custodian	25.13
24674	04/05/2010	General Fund	Office and Operating Supplies	Petty Cash Custodian	10.94
24674	04/05/2010	General Fund	Office And Operating Supplies	Petty Cash Custodian	11.34
24674	04/05/2010	General Fund	Office and Operating Supplies	Petty Cash Custodian	14.97

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
24674	04/05/2010	General Fund	Other Travel	Petty Cash Custodian	18.26
24674	04/05/2010	General Fund	Office And Operating Supplies	Petty Cash Custodian	9.48
24674	04/05/2010	General Fund	Office And Operating Supplies	Petty Cash Custodian	5.97
24674	04/05/2010	General Fund	Other Travel	Petty Cash Custodian	15.00
24674	04/05/2010	General Fund	Office and Operating Supplies	Petty Cash Custodian	2.80
24674	04/05/2010	General Fund	Office and Operating Supplies	Petty Cash Custodian	6.34
24674	04/05/2010	General Fund	Postage	Petty Cash Custodian	4.90
24674	04/05/2010	General Fund	Office And Operating Supplies	Petty Cash Custodian	21.89
24674	04/05/2010	General Fund	Other Travel	Petty Cash Custodian	6.30
24674	04/05/2010	General Fund	Office and Operating Supplies	Petty Cash Custodian	4.18
24674	04/05/2010	General Fund	Other Travel	Petty Cash Custodian	8.00
Check Total:					220.19
24675	04/05/2010	General Fund	Printing/binding/copying	Print Place	516.84
Check Total:					516.84
24676	04/05/2010	Surface Water Management Fund	Surface Water Mgmt Inventory	Pipeline Video & Cleaning Nort	1,527.53
Check Total:					1,527.53
24677	04/05/2010	General Fund	Telephone	QWEST	61.21
24677	04/05/2010	General Fund	Telephone	QWEST	61.11
24677	04/05/2010	General Fund	Telephone	QWEST	43.26
24677	04/05/2010	General Fund	Telephone	QWEST	42.12
24677	04/05/2010	General Fund	Telephone	QWEST	99.79
24677	04/05/2010	General Fund	Telephone	QWEST	87.20
Check Total:					394.69
24678	04/05/2010	Street Fund	RedFlex Red Light Cameras	Redflex Traffic Systems	19,400.00
Check Total:					19,400.00
24679	04/05/2010	General Fund	Performance And Maint Bonds	Halsen Bros. Construction	2,000.00
Check Total:					2,000.00
24680	04/05/2010	General Fund	Dues/memberships/subscriptions	Refugee Forum of King County	45.00
Check Total:					45.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
24681	04/05/2010	General Fund	Refund Clearing Account -Parks	Agnes Nordstrom	30.00
				Check Total:	30.00
24682	04/05/2010	General Fund	Refund Clearing Account -Parks	Chrishna Adams	46.00
				Check Total:	46.00
24683	04/05/2010	General Fund	Refund Clearing Account -Parks	Richard Carlson	44.00
				Check Total:	44.00
24684	04/05/2010	General Fund	Refund Clearing Account -Parks	Kristin Cruz	46.00
				Check Total:	46.00
24685	04/05/2010	General Fund	Refund Clearing Account -Parks	Rosalie Farula	22.00
				Check Total:	22.00
24686	04/05/2010	General Fund	Refund Clearing Account -Parks	Adele Gulden	44.00
				Check Total:	44.00
24687	04/05/2010	General Fund	Refund Clearing Account -Parks	Lakeside-Milam Recovery Center	52.00
				Check Total:	52.00
24688	04/05/2010	General Fund	Refund Clearing Account -Parks	Robert E. LeCoque	44.00
				Check Total:	44.00
24689	04/05/2010	General Fund	Refund Clearing Account -Parks	Charlene Lee	15.00
				Check Total:	15.00
24690	04/05/2010	General Fund	Refund Clearing Account -Parks	Jana Morbeck	12.00
				Check Total:	12.00
24691	04/05/2010	General Fund	Refund Clearing Account -Parks	Evelyn Peterson	22.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	22.00
24692	04/05/2010	General Fund	Refund Clearing Account -Parks	Lillian Stevens	22.00
				Check Total:	22.00
24693	04/05/2010	General Fund	Refund Clearing Account -Parks	Suzanne Taaffe	15.00
				Check Total:	15.00
24694	04/05/2010	General Fund	Mechanical Permit	Bassett Home Heating	170.00
				Check Total:	170.00
24695	04/05/2010	Town Square CIP	Office Furniture and Equipment	Ruffcorn Mott Hinthorne Stine	1,700.00
				Check Total:	1,700.00
24696	04/05/2010	General Fund	Printing/binding/copying	Claude McAlpin, III	13.10
				Check Total:	13.10
24697	04/05/2010	General Fund	Repairs And Maintenance	The Safety Team, Inc.	119.25
				Check Total:	119.25
24698	04/05/2010	General Fund	Office and Operating Supplies	MEGAN SCHMIEDER	57.36
				Check Total:	57.36
24699	04/05/2010	General Fund	Professional Services	Nancy Shattuck	1,520.00
				Check Total:	1,520.00
24700	04/05/2010	General Fund	Hearing Exam Nonreimbursed	Sound Law Center	392.00
				Check Total:	392.00
24701	04/05/2010	Parks & Gen Gov't CIP	Project Development	Shiels Oblatz Johnsen	4,530.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	4,530.00
24702	04/05/2010	General Fund	Miscellaneous	Springbrook Software, Inc.	600.00
				Check Total:	600.00
24703	04/05/2010	General Fund	Misc. EOC	SPRINT	49.99
				Check Total:	49.99
24704	04/05/2010	General Fund	Drug seizure proceeds KCSO	STAPLES	87.59
				Check Total:	87.59
24705	04/05/2010	General Fund	Office and Operating Supplies	Suburban Propane	1,193.50
				Check Total:	1,193.50
24706	04/05/2010	General Fund	Dues/memberships	National User Group	50.00
				Check Total:	50.00
24707	04/05/2010	General Fund	SW King Co. Chamber of Comm.	SWKC Chamber of Commerce	5,500.00
				Check Total:	5,500.00
24708	04/05/2010	Surface Water Management Fund	Repairs And Maintenance	Southwest Suburban Sewer Dist.	6,175.80
				Check Total:	6,175.80
24709	04/05/2010	General Fund	Teen Programs	Reginald Thomas	362.56
				Check Total:	362.56
24710	04/05/2010	General Fund	Prof. Svcs-instructors	Sallie Tierney	38.30
				Check Total:	38.30
24711	04/05/2010	General Fund	Parks Maintenance	Trugreen-landcare/NW Region	10,173.87

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	10,173.87
24712	04/05/2010	General Fund	Operating Rentals and Leases	United Site Services	190.00
				Check Total:	190.00
24713	04/05/2010	General Fund	Utilities	Water District No. 20	279.05
				Check Total:	279.05
24714	04/05/2010	Street Fund	Landscape Maint - Utilities	Water District No. 49	97.50
24714	04/05/2010	Street Fund	Landscape Maint - Utilities	Water District No. 49	48.75
24714	04/05/2010	Street Fund	Landscape Maint - Utilities	Water District No. 49	48.75
24714	04/05/2010	Street Fund	Landscape Maint - Utilities	Water District No. 49	287.45
24714	04/05/2010	Street Fund	Landscape Maint - Utilities	Water District No. 49	48.75
				Check Total:	531.20
24715	04/05/2010	General Fund	Jury & Witness Fees	Jose L. Cachu Arevalo	15.00
				Check Total:	15.00
24716	04/05/2010	General Fund	Jury & Witness Fees	Oscar Soto Causor	11.00
				Check Total:	11.00
24717	04/05/2010	General Fund	Jury & Witness Fees	Allen Hayes	70.00
				Check Total:	70.00
24718	04/05/2010	General Fund	Office And Operating Supplies	Walter E. Nelson Co.	231.13
24718	04/05/2010	General Fund	Office And Operating Supplies	Walter E. Nelson Co.	248.11
				Check Total:	479.24
24719	04/05/2010	General Fund	Registration - Trainng/workshp	W.R.P.A.	414.00
				Check Total:	414.00
24720	04/05/2010	General Fund	Jail Contract	Yakima County Department	2,411.20

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
					Check Total: 2,411.20
24721	04/05/2010	Surface Water Management Fund	Storm Water Facility Maint	Yardsmen Company	413.49
					Check Total: 413.49
24722	04/05/2010	General Fund	Telephone	Yes of Course, Inc.	176.35
					Check Total: 176.35
					Report Total: 874,292.83

DRAFT

Burien  
WASHINGTON

## CITY COUNCIL MEETING MINUTES

March 22, 2010

SPECIAL MEETING, Miller Creek Conference Room, 3<sup>rd</sup> Floor  
For the purpose of holding interviews for the Planning Commission

6:00 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

*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

### SPECIAL MEETING

Mayor McGilton called the Special Meeting of the Burien City Council to order at 6:00 p.m. for the purpose of conducting Planning Commission interviews.

Present: Mayor Joan McGilton, Councilmembers Brian Bennett, Jack Block, Jr., Kathy Keene, Lucy Krakowiak and Gordon Shaw. Deputy Mayor Rose Clark was excused.

Administrative staff present: Mike Martin, City Manager.

No action was taken.

ADJOURN TO COUNCIL MEETING

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

### CALL TO ORDER

Mayor McGilton called the meeting of the Burien City Council to order at 7:02 p.m.

### PLEDGE OF ALLEGIANCE

Mayor McGilton led the Pledge of Allegiance.

### ROLL CALL

Present: Mayor Joan McGilton, Councilmembers Brian Bennett, Jack Block, Jr., Kathy Keene, Lucy Krakowiak, and Gordon Shaw. Deputy Mayor Rose Clark was excused.

Administrative staff present: Mike Martin, City Manager; Christopher Bacha, Interim City Attorney; Angie Chaufty, Human Resources Manager; Richard Loman, Economic Development Manager; Jenn Ramirez Robson, Management Analyst; Larry Blanchard, Public Works Director; Karen Ferreira, Emergency Preparedness Coordinator; and Monica Lusk, City Clerk.



## AGENDA CONFIRMATION

### Direction/Action

**Motion** was made by Councilmember Krakowiak, seconded by Councilmember Shaw, and passed unanimously to affirm the March 22, 2010, Agenda as amended to remove Business Agenda Item 8 "f" Motion to Approve Appointments to the Planning Commission and reorder subsequent items.

## PUBLIC COMMENT

Susan Robinson, Waste Management

Ms. Robinson, Director of Public Sector Services, highlighted items from Waste Management's 2009 City of Burien Annual Report, which was distributed.

The following people spoke for proposed Resolution No. 308, Stating the City Council's Intention to Advance an Annexation in the Portion of Unincorporated North Highline Known as "Area Y:

Bob Price, 10905 A Glen Acres Drive South, Seattle

Liz Giba, 10230 10<sup>th</sup> Avenue SW, Seattle

Gill Loring, 10009 20<sup>th</sup> Avenue SW, Seattle

Greg Duff, 11613 Occidental Avenue South, Seattle

Barbara Dobkin, 10020 20<sup>th</sup> Avenue SW, Seattle

Rachel Levine, 430 South 124<sup>th</sup> Street, Seattle

Pat Price, 10905 A Glen Acres Drive South, Seattle

The following people spoke against proposed Resolution No. 308, Stating the City Council's Intention to Advance an Annexation in the Portion of Unincorporated North Highline Known as "Area Y:

John Poitras, 1248 SW 149<sup>th</sup> Street, Burien

Chestine Edgar, 1811 SW 152<sup>nd</sup> Street, Burien

Kathy Parker, 14617 25<sup>th</sup> Avenue SW, Burien

Jane Cancro, 5 SW Three Tree Point Lane, Burien

Steven Rea, 16611 Maplewild Avenue SW, Burien

Doug Moreland, Representing the Business & Economic Development Partnership (BEDP), 3560 SW 172<sup>nd</sup> Street, Burien

Robert Ewing, Representing the BEDP Annexation Subcommittee, 15931 Maplewild Avenue SW, Burien

Jim Hughes, 16239 12<sup>th</sup> Avenue SW, Burien

Mark Ufkes, 6523 California Avenue SW, #135, Seattle

Mark Minium, 218 South 186<sup>th</sup> Street, Burien

Robert Howell, 15240 20<sup>th</sup> Avenue SW, Burien

Judy Vanhousen, Standring Lane, Burien

Horace Parker, 14617 25<sup>th</sup> Avenue SW, Burien

Marsha Cotlove, 16204 25<sup>th</sup> Avenue SW, Burien

Rachel Moodie, P.O. Box 345, Seahurst

Ms. Moodie suggested adding speed bumps or placing a police officer with a radar gun on SW 172<sup>nd</sup> Street due to an incident that involved a speeding car.

Andy Ryan, 16525 Maplewild Avenue SW, Burien

Mr. Ryan asked for an extension for further review of the Shoreline Master Plan and provided an example of a correction he felt was needed in the Shoreline Vegetation Conservation paragraph.

Michael Noakes, 16409 Maplewild Avenue SW, Burien  
Mr. Noakes, representing the Burien Marine Homeowners Association, hoped that the Planning Commission and staff would find the redlined version of the Shoreline Master Plan draft document helpful that was produced by the association and a law firm.

**Direction/Action**

**Motion** was made by Councilmember Block, seconded by Councilmember Krakowiak, and passed unanimously to reschedule Business Agenda Item 8 “d” Presentation on Emergency Preparedness to the April 5, 2010, Council meeting.

**CORRESPONDENCE FOR THE RECORD**

- a. Email Dated March 4, 2010, from Barry L. Gadd Regarding White Center Annexation.
- b. Email Dated March 4, 2010, from Douglas Sykes Regarding Burien Draft Shoreline Management Plan.
- c. Email Dated March 4, 2010, from Eric Dickman, Artistic Director, Burien Little Theatre, Regarding March 2010 Issue of The Business Report – “Arts Represents a Boon to Local Economy.”
- d. Email Dated March 5, 2010, from Marco Milanese, Community Relations Manager, Seattle-Tacoma International Airport, Regarding 2/23 Port Commission Policy Roundtable – Some Early Follow-Up.
- e. Email Dated March 5, 2010, from Chestine Edgar Regarding Letter: Once Annexed, Can Burien Handle An Unhealthy Arbor Lake?
- f. Written Public Comments for Meeting of March 8, 2010, from Bob Edgar Regarding Electronic Access to Shoreline Master Program Files.
- g. Written Public Comments for Meeting of March 8, 2010, from Tim Greer Regarding Need for Time to Consider Shoreline Management Plan.
- h. Written Public Comments for Meeting of March 8, 2010, from Eva Sonsteng Regarding White Center Annexation.
- i. Written Public Comments for Meeting of March 8, 2010, from Christine Waldman Regarding Annexing Unincorporated Area (Y).
- j. Letter Dated March 8, 2010, from Chestine Edgar Regarding The Burien CAO, The Burien Comp. Plan-Dec. 2009, the Wetland Classification of Lake Burien.
- k. Email Dated March 8, 2010, from John Nelson Regarding Award and Discover Burien.
- l. Email Dated March 9, 2010, from Rebecca Lopes Regarding Annexation Decision.
- m. Letter Dated March 12, 2010, from Carol Jacobson Regarding Response to Issues Discussed at March 9<sup>th</sup> Planning Commission Meeting Regarding Burien’s Proposed SMP.
- n. Letter Dated March 13, 2010, from Chestine Edgar Regarding SMP – Errors in the 4 Technical Documents/Appendices-Errors in the Comprehensive Plan, Conflict with the Zoning Ordinance.
- o. Email Dated March 14, 2010, from John Upthegrove Regarding Draft Shoreline Mgmt. Plan.
- p. Email Dated March 14, 2010, from John Upthegrove Regarding Citizen’s Petition.

- q. Email Dated March 15, 2010, from Sheila Hartnell Regarding Concerns About the Language Involving the Shoreline Proposal.
- r. Email Dated March 15, 2010, from Ed Frye Regarding SMP.
- s. Email Dated March 15, 2010, from Marco Spani and Julie Burr Regarding Shoreline Master Plan.
- t. Email Dated March 16, 2010, from Vicki McKinlay Regarding Shoreline Management Plan.
- u. Email Dated March 16, 2010, from Michael McKinlay Regarding Concerns with the SMP.
- v. Email Dated March 16, 2010, from Dr. Brian Povolny Regarding Bulkhead Replacement Rules.
- w. Email Dated March 16, 2010, from Andy Ryan Regarding councilSMPbulkhead.doc.
- x. Email Dated March 16, 2010, from Dr. Brian Povolny Regarding Shoreline Management Plan.

#### **CONSENT AGENDA**

- a. Approval of Vouchers: Numbers 24472 - 24590 in the Amount of \$517,373.42.
- b. Approval of Minutes: Council Meeting, March 8, 2010.

#### **Direction/Action**

**Motion** was made by Councilmember Krakowiak, seconded by Councilmember Shaw, and passed unanimously to approve the March 22, 2010, Consent Agenda.

#### **BUSINESS AGENDA**

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

City Manager Mike Martin noted the following:

City's Congressional Visits – March 11-12, 2010

The Burien Channel TBC21 is now airing in the North Highline South Annexation Area

##### **Appointment of City Attorney**

#### **Direction/Action**

**Motion** was made by Councilmember Krakowiak, seconded by Councilmember Shaw, and passed unanimously to appoint Craig Knutson to the position of City Attorney.

##### **Presentation of the 2009 Annual Report by Steve Gilbert, Executive Director, Discover Burien**

Steve Gilbert, Executive Director of Discover Burien, highlighted the following 2009 Discover Burien events: Empty Bowls; Awards Dinner; and the Farmers Market. Plans for 2010 were reviewed.

##### **Presentation on Emergency Preparedness in Burien**

Due to time constraints, this presentation was rescheduled to the April 5 Council meeting.

### **Review of Council Proposed Agenda Schedule**

#### **Follow-up**

Staff will schedule a discussion on the speed bump policy and procedures, and provide an update in the City Manager's Report on discretionary funding.

### **Motion to Approve Appointments to the Planning Commission**

This item was removed under Agenda Confirmation.

### **Motion to Adopt Proposed Resolution No. 309, Amending the Permit Fee Schedule to Authorize King County to Collect Permit Fees for Continued Processing of Vested Permits and Permit Applications Within the North Highline Annexation Area**

#### **Direction/Action**

**Motion** was made by Councilmember Krakowiak, seconded by Councilmember Shaw, and passed unanimously to Adopt Resolution No. 309, amending Burien's permit fee schedule.

### **Motion to Adopt Proposed Resolution No. 308, Stating the City Council's Intention to Advance an Annexation in the Portion of Unincorporated North Highline Known as "Area Y"**

#### **Direction/Action**

**Motion** was made by Councilmember Krakowiak, seconded by Councilmember Shaw, to Adopt Resolution No. 308, stating the City Council's intention to advance an annexation in the portion of unincorporated North Highline known as "Area Y".

#### **Follow-up**

Staff will provide an update on the circumstances around the March 19 Highline Times article entitled "Burien council to vote on annexing rest of North Highline March 22" and provide the actual numbers to annex the rest of the North Highline area.

#### **Direction/Action**

Councilmember Krakowiak withdrew the previous motion.

Councilmember Block left the meeting at 9:09 p.m.

### **Discussion on Reconciliation of Ordinance No. 348 and RCW 26.60's Qualifying Criteria for Domestic Partnerships**

#### **Direction/Action**

Councilmembers requested placing Ordinance No. 348 on the April 5, 2010, Consent Agenda for approval.

### **Discussion on the Governance Transfer Interlocal Agreement between King County and the City of Burien Regarding the North Highline South Annexation Area**

#### **Direction/Action**

Councilmembers requested placing the Governance Transfer Interlocal Agreement on the April 5, 2010, Business Agenda for consideration.

### **COUNCIL REPORTS**

Councilmember Krakowiak reported on the successful Cove to Clover event she attended.

Councilmember Keene reported on the meetings with the City's congressional delegation in Washington, D.C., and the National League of Cities Conference she attended with Mayor McGilton.

Mayor McGilton reported on the King County Council Regional Transit Committee meeting she attended.

Mayor McGilton reported on the King County Solid Waste Advisory Committee meeting she attended.

Mayor McGilton reported on the Latinos for Community Transformation graduation ceremony she attended with Management Analyst Jenn Ramirez Robson.

**ADJOURNMENT**

**Direction/Action**

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

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

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

DRAFT

*Burien*  
WASHINGTON

**CITY COUNCIL  
SPECIAL MEETING MINUTES**

**March 29, 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**

**CALL TO ORDER**

Mayor McGilton called the Special Meeting of the Burien City Council to order at 7:00 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., Kathy Keene, Lucy Krakowiak, and Gordon Shaw.

Administrative staff present: Mike Martin, City Manager; Tabatha Miller, Finance Director; Larry Blanchard, Public Works Director; and Monica Lusk, City Clerk.

**BUSINESS AGENDA**

**Discussion on Street Overlay Program**

Larry Blanchard, Public Works Director, reviewed the Pavement Condition Index (PCI) 80<sup>+</sup> - 70 ratings and cost comparisons.

Tabatha Miller, Finance Director, spoke to funding the Street Overlay Program by issuing Build America Bonds (BABs) noting that the BABs would yield an annual bond payment of \$650,000. The total investment including bond payments from 2012 on would be \$1.25 million. She reviewed the following recommended sources to fund \$1.25 million a year:

- Operating savings from the Surface Water Management (SWM) and Transportation Funds
- Property Tax from Capital Reserve Fund
- Increase in Seattle City Light in-lieu fees
- Change Puget Sound Energy (PSE) Electric Utility Tax from 3% to 6%
- Change the definition of "Solid Waste" to include recycling and yard waste

Councilmember Block left the dais at 7:56 p.m. and returned at 7:58 p.m.



**Follow-up**

Staff will explore an optional beverage tax and a fee for profit check writing firms as possible revenue alternatives, review the policy for alley maintenance, schedule a continued discussion on April 12, provide information on the pros and cons of taxing recycling and yard waste, provide details on PCI funding calculations and the processes used by other cities, provide definitive information on a Transportation Benefit District (TBD), and provide a proposed timeline.

**ADJOURNMENT**

**Direction/Action**

**MOTION** was made by Deputy Mayor Clark, seconded by Councilmember Block and passed unanimously to adjourn the Special Meeting at 8:41 p.m.

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

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



# Burien

*Washington, USA*

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

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

www.burienwa.gov

---

## MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Mike Martin, City Manager  
**DATE:** April 5, 2010  
**SUBJECT:** City Manager's Report

### I. INTERNAL CITY INFORMATION

#### A. Burien Masonry Award (Pg. 83)

On March 18, 2010 more than 20 projects were honored at the 2010 Masonry Institute of Washington Excellence Awards in Masonry Design for outstanding work in masonry building design and construction. Projects were submitted by architects and mason contractors from around the state.

Award categories included commercial, residential, educational, institutional, restoration, weatherproofing and unique use. Honor awards were given to the top winners in each category, and merit awards were given to the runners-up. 3 of the winning projects are located in Burien.

- **Burien Library and City Hall** earned an honor award in the Commercial: Government category. The exterior is designed to expose the programs and internal activities to passersby and to complement activities in the adjacent 1-acre park. The project, designed by Ruffcorn Mott Hinthorne Stine, opened in fall of 2009 and is on target to achieve silver LEED certification. (See attached announcement.)
- **Cedarhurst Elementary** in Burien earned an honor award in the Education: K-12 category. The building, designed by TCF Architecture, opened in 2008.
- **A Three Tree Point Residence** earned a merit award in the Residential: Single Family category.

#### B. Burien Hosts American Planning Association

On March 19<sup>th</sup>, we hosted the Washington Chapter of the American Planning Association's quarterly board meeting (led by Chapter President and Burien Community Development Director Scott Greenberg), and Communications Committee Retreat (attended by Assistant Planner Liz Ockwell). The meetings were attended by planners from as far away as Kennewick and Spokane. Both groups enjoyed our accommodations and local refreshments from Burien businesses.

#### C. Proposed Biennial Budget Calendar for 2011-2012 (Pg. 85)

Attached is the proposed 2011-2012 Biennial Budget calendar. Please note that there is flexibility and time built into the calendar so that Council has the option of taking more time to review certain items or make final decisions.

**D. Sound Shake 2010 the Aftershock**

On March 16, 2010, "Sound Shake 2010 the Aftershock" series was kicked off with a Post Disaster Building Official Workshop held at the King County ECC in Renton. The purpose of this series is to identify what minimum resources are needed and are implemented after a disaster. This meeting targeted Building Officials, Building Inspectors, Plans Examiners, Fire Officials, and Emergency staff from the University of Washington and State government.

A major concern which came to light is the lack of interlocal agreements and resources available to the local governments necessary to perform Rapid Assessments of Buildings after an event which impacts the ability to get businesses up and running more quickly.

A series of meetings and drills are planned throughout the year with the next meeting titled, "Post-Disaster Housing Seminar" being held March 24 at the Criminal Justice Training Center in Burien.

**E. Staff Attends Cascade Land Conservancy Meeting**

Planning staff attended the Cascade Land Conservancy (CLC) City Leaders Meeting in downtown Seattle on March 18<sup>th</sup>. We heard about CLC efforts to begin a new program to connect Transfer of Development Rights with Tax Increment Financing to help pay for growth. The agenda also included discussion on market acceptance and economic viability of city growth with several economic consultants.

**F. City Staff Work on Future Transportation Plans**

Burien's Public Works and Government Relations staff have been working on providing comments related to the SR 518 Route Development Plan amendment for the DMMD interchange, and concerning the draft new Regional Transportation Plan known as Transportation 2040.

Burien hosted a meeting on March 25 with staff from the Washington State Department of Transportation (WSDOT), Port of Seattle and City of SeaTac to review the various comments on the RDP amendment. Based on the City's comments from the meeting WSDOT staff will revise the draft RDP amendment in the next month. A presentation to Council may be scheduled in early May.

**G. Puget Sound Regional Council Executive Board Meeting – March 25**

An effort to change the draft Transportation 2040 Plan with potentially burdensome requirements for cities did not succeed at the Puget Sound Regional Council's Executive Board meeting on March 25, thanks in part to Burien staff. The staff provided input on the possible effects of the proposed requirements to the Board members who represent the Suburban Cities of King County. Those members raised concerns at the Board meeting and the Board declined to approve the proposal. The Plan will come before the Regional Council's General Assembly for action by all member jurisdictions in May.

**H. Washington State Recreation and Conservation Office (RCO) Site Visits**

Staff from the RCO met with Parks staff and toured Mathison and Seahurst Parks on March 17 for a project closeout inspection related to the \$550,000 park improvement project completed at Mathison Park in February. This project involved a \$210,000 grant from the Washington Wildlife and Recreation Fund grant program towards design and construction, and the inspection is the last step before reimbursement and project close.

RCO staff were very pleased with the project design and quality of construction, especially the attention to details related to accessibility for all users. They plan to highlight the Mathison Park improvements as a model project in their future publications.

The purpose of the Seahurst visit was to introduce new RCO staff to the project. It also gave City staff the opportunity to describe the scope of the project on-site, which is invaluable for a full understanding of what the City is trying to accomplish at the park. In the next grant funding cycle for 2010, Parks staff will be applying for an additional \$1-1.5 million in funding from several grant programs administered by RCO.

**I. Federal Emergency Management Agency (FEMA) Site Visit**

Representatives from FEMA met with Parks and Public Works staff to tour the Seahurst Park slide repair project on March 18. The purpose of the visit was for final project inspection and closeout for the Seahurst service road and trail repair. This work was to repair damages which resulted from the January 2009 winter storm event. Inspectors were very pleased with the work performed, and the City has been reimbursed for the majority of the project costs.

**J. City of Burien Arbor Day**

Burien Parks, Recreation and Cultural Services (PaRCS) will be celebrating Arbor Day at 11am on Tuesday, April 13 at Mathison Park, following the park dedication at 10am. A Mayoral Proclamation regarding the City's recognition of Arbor Day is also planned. Staff and volunteers will be planting a ceremonial, native vine maple tree in honor of Arbor Day. With the combination of the Arbor Day and Park Dedication ceremonies, staff expect to have in attendance representatives from the Recreation and Conservation Office, King County Youth Sports and Facilities Grant program, and the State of Washington's Urban Forestry program.

**K. Burien Census Wrapping Up**

The majority of field work for our North Burien Census will be wrapped up by Friday (April 2<sup>nd</sup>). As of March 30<sup>th</sup>, we have good resident counts for approximately 5,450 households and only 150 households remain uncounted. The census workers will try for a 5<sup>th</sup> or 6<sup>th</sup> time to reach out to those remaining households. To recap the highlights of the project, field work began on March 12<sup>th</sup>, with 25 part-time enumerators in the field. Each and every household must be contacted and the goal is to obtain the names of all the home's occupants. Richard Miller, our contractor, reported that the work has gone smoothly and this is his company's first census (out of many) without a single naked person coming to the door.

**L. Building Staff Attend Code Update Classes**

Last week some of the Building Department Staff attended Building, Residential and Plumbing Code update classes to begin to become familiar with the changes in the 2009 construction codes which go into effect July 1, 2010. Every three years, the State adopts the most current version of the International Building, Residential, Mechanical, and Fuel Gas Codes, Uniform Plumbing Code, and Washington State Energy Code along with State amendments to these codes. Local jurisdictions are required to begin applying the new codes on July 1. Multiple training opportunities will be provided through the spring so all inspection staff gets the opportunity to get the training needed to update our handouts and provide our builders with information on the upcoming changes.

**M. King County Animal Control Services**

City staff has been participating in a series of regional meetings regarding the future of Animal Control Services in King County. On April 7, the City will receive an agreement in principle for a regional animal services model to include services, service levels, and cost and revenue allocation that would form the basis of a new contract between cities and the County starting July 1. The City will need to decide by April 30 if they would like to participate in this new model. As part of this process, all cities that now contract with the County for animal control services will receive a contract termination notice from the County this week. If a new contract is not signed by June 30th, King County will no longer be providing animal service and the current contracts will terminate on that date. A discussion on King County Animal Control Services has been placed on the April 12 Burien City Council meeting agenda.

**II. COUNCIL UPDATES/REPORTS**

**A. Foreclosures in Burien**

Councilmember Clark asked staff for an update on foreclosure activity in Burien. According to RealtyTrac.com, 440 foreclosures have taken place in Burien during the last 12 months. With 7,803 households in the data bank, this means 1 in every 18 Burien households has been subject to foreclosure in the past year. During the same time period, the median home price here has decreased by 14.98% to \$278,071. This compares to King County's 15.71% drop in median value to \$352,440. In SeaTac, the median price is down 20.53% to \$222,402 and 1 in 9 households has been subject to foreclosure in the last 12 months. The national foreclosure rate is 1 in every 10 households.

**B. January 2010 Sales Tax Detail & Sales Tax Revenue by Category (Pg. 89)**

Staff has provided Council with the above referenced reports (attached).



**2010  
Excellence in  
Masonry Design  
Awards**

**Commercial: Government  
Honor award**  
Burien Library and City Hall

**Commercial: Government  
Merit award**  
Mount Rainier Visitor Center

**Commercial: Office  
Honor award**  
Ninth and Jefferson Building

**Commercial: Office  
Merit award**  
Tacoma Goodwill Work  
Opportunity Center

**Commercial: Retail  
Honor award**  
Westfield Southcenter

**Commercial: Retail  
Merit award**  
Costco at Harbor Hill

**Community  
recognition award**  
Gig Harbor

**Education: Continuing  
education  
Honor award**  
Centralia College  
Science Building

**Education: Continuing  
education  
Merit award**  
Laura Angst Hall

**Education: K-12  
Honor award**  
Cedarhurst Elementary

**Education: K-12  
Merit award**  
Midway Elementary

**COMMERCIAL: GOVERNMENT  
HONOR AWARD**

**Burien Library and City Hall**

**Location:** Burien  
**Masonry contractor:** Keystone Masonry  
**Architect:** Ruffcorn Mott Hinthorne Stine  
**Owner:** City of Burien  
**Materials supplier:** Mutual Materials Co.

**B**urien Library and City Hall is at the heart of the city's six-parcel Town Square development. The 58,000-square-foot building, designed with masonry, natural stone, glass and metal, has a regional library for the King County Library System on the lower two floors and a city hall for Burien on the upper floor.



Photo by Lara Swimmer  
Burien's new City Hall and library was designed with masonry, natural stone, glass and metal.

The exterior is designed to expose the programs and internal activities to passersby and to complement activities in the adjacent 1-acre park. The project opened in fall of 2009 and is on target to achieve silver LEED certification.

Copyright ©2010 Seattle Daily Journal and DJC.COM.  
Comments? Questions? [Contact us.](#)





## Memo

**To:** Mayor, Deputy Mayor and City Council Members

**From:** Tabatha Miller, Finance Director

**CC:** Mike Martin, City Manager

**Date:** 3/15/2010

**Re:** Discretionary Projects and Studies

---

In response to Council's request, I have attached a list of all department accounts that could be considered "discretionary" or have discretionary elements. The list does not attempt to distinguish between those in which contracts have been signed or funds committed for 2010. The reason being that in most cases the contracts have already been negotiated and signed, and the funds committed through the budget process for the full year. However, generally the City's standard contract language includes a termination clause that allows the City to terminate with a thirty-day notice.

Therefore, if the Council determines that a particular project or budgeted expenditure should be cut or reduced in the existing budget, staff can review the commitment and provide a plan to phase out or terminate that particular project this year. Additionally, the attached list will provide Council with programs that could be excluded or reduced in the 2011-2012 Budget.

### Flowers and Business License Fees

The issue of flower program was raised at a recent Council Meeting. I wanted to clarify the revenue sources and uses. Legally, the revenue from Business License Fees is dedicated to:

- Maintenance and Capital Improvements in the Commercial Areas of the City.
- Promotion of Economic Development.
- Costs associated with collecting and auditing the business license program.

The business licenses generate approximately \$250,000 a year. The budgeted expenditures associated with those fees for 2010 are:

Contract w/ Discover Burien for Economic Development	\$60,000
Contract w/ Discover Burien for clean up and maintenance of	\$40,000

commercial areas	
Hanging Flower Basket Program	\$25,000
Contract w/ Microflex to administer Business Licenses	\$35,000
Economic Development Program	<u>\$173,000</u>
Total Expenditures	<u>\$333,000</u>

Please note that in addition to the expenditures above, a number of significant capital improvement projects have been completed in the commercial areas of the city, including Town Square Park, the 1<sup>st</sup> Avenue Transportation Improvements, Town Square Streets Improvements, and the 152<sup>nd</sup> Street Improvements. Additionally, the Parks Department in prior years has funded a flower pot program separate from the hanging flower baskets. The budget for this program was eliminated as part of the reductions to the existing 2010 budget.

If you have any additional questions, I would be happy to explain or expand on the information provided.

CITY OF BURIEN  
PROJECTS, STUDIES PROFESSIONAL SERVICES

	2010 Adopted Budget	2009 Adopted Budget
<b>CITY COUNCIL</b>		
Professional Services (Including Council Retreat \$5,500)	\$ 8,280	\$ 8,000
Memberships (AWC \$22,680, PSRC \$11,130, SCA \$16,800, NLC \$3,360)	54,600	52,000
Travel	15,000	18,000
Registration - Training/workshp	8,000	8,000
Miscellaneous (Council Discretionary Request)	5,800	15,736
Celebration (Swearing In, Annexation, City Hall, etc.)	2,070	2,000
<b>TOTAL CITY COUNCIL</b>	<b>93,750</b>	<b>103,736</b>
<b>CITY MANAGER</b>		
Professional Services	50,000	65,000
Quarterly Newsletter	35,426	40,000
Public Relations Consultant	5,175	5,000
Community Survey (Visioning Process)	20,000	12,000
Community Outreach	10,350	10,000
Federal Lobbying Services	46,810	77,860
State Lobbying Services	35,715	39,169
Election Costs (Discretionary Portion \$65,000)	115,000	100,000
Burien Marketing Strategy (Economic Development)	10,000	25,000
SW King Co. Chamber of Comm. (Economic Development)	22,000	22,000
Small Business Dev. Center (Economic Development)	10,000	10,260
<b>TOTAL CITY MANAGER</b>	<b>360,476</b>	<b>406,289</b>
<b>FINANCE</b>		
Website (Hosting)	15,525	15,000
Online Video Streaming (Council Meetings & Planning Commission)	8,280	8,000
Channel 21 Video Production (Council Meetings & Planning Commission)	36,225	35,000
Computer Consultant Prof Svcs	17,437	39,649
Human Svc-family/youth Funding (Appendix Budget Book p. 5-15)	150,790	170,000
Environmental Science Center	5,000	10,000
Dues/memberships (Clean Air \$15,950, GFOA \$225, & Misc.)	36,225	35,000
<b>TOTAL FINANCE</b>	<b>269,482</b>	<b>312,649</b>
<b>HUMAN RESOURCES</b>		
Professional Services (City Wide Good2Great Training \$8,000)	10,000	18,000
Miscellaneous	6,312	-
<b>TOTAL HUMAN RESOURCES</b>	<b>16,312</b>	<b>18,000</b>
<b>POLICE DEPARTMENT</b>		
Misc. Emergency Operations Center	5,000	15,000
Citizens Patrol/ Crime Prevent	5,000	5,000
CERT / Citizens Academy	5,000	5,000
<b>TOTAL POLICE DEPARTMENT</b>	<b>15,000</b>	<b>25,000</b>
<b>COMMUNITY DEVELOPMENT</b>		
Comprehensive Plan Costs	82,337	66,000
Neighborhood Fund Grant	10,000	15,000
Professional Services (Contract Inspection Services)	10,000	16,000
Nuisance Abatement Costs (Code Enforcement)	10,700	10,000
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>\$ 113,037</b>	<b>\$ 107,000</b>

CITY OF BURIEN  
PROJECTS, STUDIES PROFESSIONAL SERVICES

	<b>2010 Adopted Budget</b>	<b>2009 Adopted Budget</b>
<b>PARKS AND RECREATION</b>		
Admission and Entrance Fees (Associated w/ programs)	\$ 20,452	\$ 26,250
Professional Services	30,000	45,620
Seasonal Security	8,500	9,000
Strawberry Festival	32,000	31,900
Summer Youth	10,000	10,000
Hispanic Family Outreach	1,400	1,400
Parks Maintenance	343,190	357,352
Instructors Prof Svcs (Classes & Programs)	115,000	132,687
Contract Staff Services - CS	4,658	4,500
Human Services-Arts & Culture (See 2010 Budget Update for List)	20,000	35,000
Teen Programs	10,000	10,600
Recreation Guide	10,000	9,833
<b>TOTAL PARKS AND RECREATION</b>	<b>605,200</b>	<b>674,142</b>
<b>STREET FUND (PUBLIC WORKS)</b>		
Professional Services	75,000	35,000
Cable Consultant	2,000	2,000
Computer Consultant Pro Svc	14,124	13,647
Special Event Clean up	10,350	10,000
Discover Burien	60,000	64,638
GIS Plan Implementation	9,130	8,821
Garbage Franchise Tech Assist	10,000	15,000
Street Maint. non-county (Hng Flowers \$25,000, ROW Maint. 200,000, Misc. Services)	245,000	234,415
Neighborhood Traffic Control	25,000	20,000
<b>TOTAL STREET</b>	<b>450,604</b>	<b>403,521</b>
<b>TOTALS</b>	<b>\$ 1,923,861</b>	<b>\$ 2,050,337</b>

# January 2010 Sales Tax Detail

- Year-to-Date 2009 to 2010 ↓ 21%
- January 2009 to January 2010 ↓ 21%
  - Retail Trade (55%) ↓ 18%
    - Motor Vehicle & Parts Dealers (24% of total) ↓ 35%
      - » New Car Dealers (18% of total) ↓ 43%
    - General Merchandise Stores (8% of total) ↓ 5%
    - Food & Beverage Stores (9% of total) ↑ 31.7%
    - Building Material & Garden (1% of total) ↓ 13.2%
    - Electronics and Appliances (1% of total) ↓ 22%
  - Construction (10%) ↓ 54.0%
  - Accommodations & Food Service (13%) ↑ 1%

# City of Burien

## January 2010 Sales Tax Revenue Comparison by Category

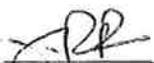
	January-10	% of Total		Difference	
		Revenue	January-09	2009 to 2010	% Change
Unknown	\$ 986	0.4%	\$ 1,043	\$ (57)	-5.5%
Agriculture, Forestry, Fishing	\$ 12	0.0%	\$ 4	\$ 8	200.0%
Mining	\$ 47	0.0%	\$ 80	\$ (33)	-41.3%
Construction	\$ 27,859	9.5%	\$ 60,256	\$ (32,397)	-53.8%
Manufacturing	\$ 5,316	1.8%	\$ 2,853	\$ 2,463	86.3%
Wholesale Trade	\$ 9,789	3.3%	\$ 9,079	\$ 710	7.8%
Retail Trade	\$ 163,260	55.4%	\$ 199,185	\$ (35,925)	-18.0%
Transportation and Warehousing	\$ 1,212	0.4%	\$ 1,182	\$ 30	2.5%
Information	\$ 13,030	4.4%	\$ 11,933	\$ 1,097	9.2%
Finance & Insurance	\$ 840	0.3%	\$ 655	\$ 185	28.2%
Real Estate, Rental, Leasing	\$ 7,146	2.4%	\$ 5,851	\$ 1,295	22.1%
Prof, Sci, Technical Services	\$ 3,863	1.3%	\$ 14,258	\$ (10,395)	-72.9%
Admin, Support, Remedy Services	\$ 2,015	0.7%	\$ 3,439	\$ (1,424)	-41.4%
Educational Services	\$ 480	0.2%	\$ 789	\$ (309)	-39.2%
Health Care Social Assistance	\$ 3,678	1.2%	\$ 3,529	\$ 149	4.2%
Arts, Entertainment, Recreation	\$ 2,541	0.9%	\$ 2,471	\$ 70	2.8%
Accomodation and Food Services	\$ 37,479	12.7%	\$ 37,052	\$ 427	1.2%
Other Services	\$ 15,208	5.2%	\$ 18,816	\$ (3,608)	-19.2%
	<u>\$ 294,761</u>		<u>\$ 372,475</u>	<u>\$ (77,714)</u>	<u>-20.9%</u>

**CITY OF BURIEN  
AGENDA BILL**

<b>Agenda Subject:</b> Discussion of City Council Schedule for Review of Shoreline Master Program		<b>Meeting Date:</b> April 5, 2010
<b>Department:</b> Community Development	<b>Attachments:</b> None	<b>Fund Source:</b> N/A <b>Activity Cost:</b> N/A <b>Amount Budgeted:</b> N/A <b>Unencumbered Budget Authority:</b> N/A
<b>Contact:</b> Scott Greenberg, AICP Comm. Devel. Director		
<b>Telephone:</b> (206) 248-5519		
<b>Adopted Initiative:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Initiative Description:</b> Shoreline Master Program	
<b>PURPOSE/REQUIRED ACTION:</b> The purpose of this agenda item to for Council to discuss your decision-making process for the Shoreline Master Program (SMP). Formal action is not required, but direction to staff is requested.		
<b>BACKGROUND (Include prior Council action &amp; discussion):</b> On March 30, 2010, the Planning Commission completed its review of a draft Shoreline Master Program (SMP) and recommended its approval to the City Council. In addition, the Planning Commission suggested that the Council consider a “cooling off” period before initiating the SMP review process. The next phase of the adoption process is City Council review and action. Due to the significant public interest in the document, we are recommending that Council establish a tentative review process and schedule for the SMP.  We are recommending that formal Council review begin in June, allowing the public two months to review and understand the Planning Commission’s draft. We are also recommending that the Council hold two public hearings—one at the beginning of the process to receive comments on The Planning Commission’s draft, and one at the end of the process to receive comments on any changes or direction Council has provided to the draft. The proposed schedule would have Council completing your work by the end of August. Then, the Council-adopted version would be sent to the Dept. of Ecology for their review and approval (which will include another public hearing).  The recommended schedule is as follows (subject to change): <ul style="list-style-type: none"> <li>• June 14 (special meeting): Introduction to the SMP</li> <li>• June 21: Public hearing #1</li> <li>• July 19: Discussion</li> <li>• August 2: Discussion and direction to staff</li> <li>• August 16: Public hearing #2</li> <li>• August 30 (special meeting): Discussion and adoption</li> </ul>		
<b>OPTIONS (Including fiscal impacts):</b> Alter recommended schedule.		
<b>Administrative Recommendation:</b> Direct staff to proceed with recommended schedule.		
<b>Committee Recommendation:</b> N/A		
<b>Advisory Board Recommendation:</b> Adopt the SMP as recommended by the Planning Commission.		
<b>Suggested Motion:</b> N/A		
Submitted by: Scott Greenberg		
<b>Administration</b> _____	<b>City Manager</b> _____	
<b>Today’s Date:</b> March 31, 2010	<b>File Code:</b> R:\CC\Agenda Bill 2010\040510cd-1 SMP Review Schedule.docx	



**CITY OF BURIEN  
AGENDA BILL**

<b>Agenda Subject:</b> Motion to Approve Resolution 310 Authorizing the City Manager to Execute the Interlocal Agreements with King County for the Transition of Services and Property Within the North Highline South Annexation Area (North Burien) from King County to the City of Burien.		<b>Meeting Date:</b> April 5, 2010
<b>Department:</b> City Manager	<b>Attachments:</b> 1. <u>Resolution 310</u> 2. <u>Draft Interlocal Agreements with King County</u>	<b>Fund Source:</b> N/A <b>Activity Cost:</b> N/A <b>Amount Budgeted:</b> N/A <b>Unencumbered Budget Authority:</b> N/A
<b>Contact:</b> Jenn Ramirez Robson, Management Analyst		
<b>Telephone:</b> (206) 439-3165		
<b>Adopted Initiative:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<b>Initiative Description:</b> Make annexation successful	
<p><b>PURPOSE/REQUIRED ACTION:</b> The purpose of this agenda item is to authorize the City Manager to execute interlocal agreements with King County for the transition of services and property within the North Highline South Annexation Area (North Burien) from King County to the City of Burien.</p> <p><b>BACKGROUND (Include prior Council action &amp; discussion):</b> On August 18, 2009, residents of the North Highline South Area voted to become residents of the City of Burien. The City Council subsequently set an annexation effective date of April 1, 2010.</p> <p>The interlocal agreements provide the framework for the transition of local services from King County to the City of Burien, including the transfer of records, district court cases, permitting and code enforcement, and police services. In addition, the agreements provide for the transfer from King County to the City of Burien of roads-related properties and parks facilities within the annexation area. King County provides a variety of services to the City of Burien through contract arrangements. Contract services include police, district court, and roads. These contracts have been expanded as needed to accommodate service in this newly annexed area.</p> <p>On March 22, 2009 the Council held a high-level discussion on the components of the ILA and the issues that been raised and negotiated with King County. The Council asked for the ILA to be placed on the April 5 Business Agenda for a motion to authorize the City Manager to execute the agreements.</p> <p><b>OPTIONS (Including fiscal impacts):</b></p> <ol style="list-style-type: none"> <li>1. Authorize the City Manager to execute the Interlocal Agreements with King County for the Transition of Services and Property Within the North Highline South Annexation Area (North Burien) from King County to the City of Burien.</li> <li>2. Do not authorize the execution of the interlocal agreements and direct staff on continuation of negotiations with King County.</li> </ol>		
<b>Administrative Recommendation:</b> Authorize the City Manager to execute the Interlocal Agreements with King County.		
<b>Committee Recommendation:</b> n/a		
<b>Advisory Board Recommendation:</b> n/a		
<b>Suggested Motion:</b> Move to approve Resolution 310 authorizing the City Manger to execute the interlocal agreements with King County for the transition of services and property within the North Highline South Annexation Area (North Burien) from King County to the City of Burien.		
Submitted by: Administration 		
City Manager 		<b>File Code:</b> R:\CC\Agenda Bill 2010\040510cm-1 Annex Area ILA with KC.docx
<b>Today's Date:</b> March 29, 2010		





**CITY OF BURIEN, WASHINGTON  
RESOLUTION NO. 310**

---

**A RESOLUTION OF THE CITY OF BURIEN, WASHINGTON  
AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENTS  
WITH KING COUNTY FOR THE TRANSITION OF SERVICES AND  
PROPERTY WITHIN THE NORTH HIGHLINE SOUTH  
ANNEXATION AREA (NORTH BURIEN) FROM KING COUNTY TO  
THE CITY OF BURIEN**

---

WHEREAS, the City Council on April 27, 2009 passed Resolution No. 292 calling for a special election to be held in conjunction with the primary election on August 18, 2009 and to submit the question of annexation of the North Burien as described therein (the "Annexation Area") as a ballot question as authorized by RCW 35A.14.085, and

WHEREAS, the qualified voters within North Burien voted at the primary election to approve annexation as presented in the ballot question, and

WHEREAS, on January 11, 2010, the City Council of the City of Burien adopted Ordinance No. 527 establishing April 1, 2010 as the effective date for annexation of North Burien, and

WHEREAS, under state law, applications for the development of land within the Annexation Area that have met certain requirements prior to the effective date of annexation will vest to certain land use development regulations established by King County, and

WHEREAS, King County staff have knowledge and expertise with regard to the interpretation and application of King County land use regulations; and

WHEREAS, the City Council desires that King County continue processing and review of vested applications within the Annexation Area, and

WHEREAS, upon annexation ownership and responsibility for King County roads within North Burien will transfer to the City by operation of law; however, an Interlocal agreement is necessary to transfer all roads related property, parks, open space, recreation facilities and programs, and other municipal programs, and

WHEREAS, it is further necessary, in order to provide for an efficient transition from County services to City Services, that the City and County enter into an agreement for the transfer to the City of County records related to North Burien, and to provide for the provisioning of jail, police and District Court services within North Burien, and

WHEREAS it is in the best interest of the public that the City and the County take those actions necessary to meet those desires and to cooperate in any transition to insure a smooth transition and avoid service disruption;

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

Section 1. Authorize Execution of Interlocal Agreement. That, based upon the foregoing, the City Manager is hereby authorized on behalf of the City to execute the Interlocal Agreement with King County in substantially the form of the Interlocal Agreement attached hereto, and is further authorized to execute on behalf of the City, the Permitting Services Interlocal Agreement and the Parks Property Interlocal Agreement, in substantially the form of Exhibits "C" and "E" attached thereto.

Section 2. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, AT A REGULAR MEETING THEREOF THIS \_\_\_\_<sup>TH</sup> DAY OF \_\_\_\_\_, 2010.

CITY OF BURIEN

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

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

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

# DRAFT

## INTERLOCAL AGREEMENT BETWEEN THE CITY OF BURIEN AND KING COUNTY, RELATING TO THE ANNEXATION OF THE NORTH HIGHLINE AREA X POTENTIAL ANNEXATION AREA

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2010. The parties ("Parties") to this Agreement are the City of Burien, a State of Washington municipal corporation ("City"), and King County, a political subdivision of the State of Washington ("County").

WHEREAS, the City has identified the North Highline Potential Annexation Area ("PAAs") in its comprehensive plan consistent with the requirements of the state Growth Management Act ("GMA") and the Countywide Planning Policies adopted consistent with GMA, which PAAs are generally known as the "North Highline Annexation Area X" which is further described in **Exhibit A** hereto (hereinafter collectively referred to as the Annexation Area"); and

WHEREAS, on an election date on August 18 2009, the citizens of the Annexation Area had an opportunity to vote on whether to annex to the City, and the voters approved annexation of the Annexation Area; and

WHEREAS, annexation of the Annexation Area to the City will become effective on April 1, 2010; and

WHEREAS, as of the date of legal annexation of the Annexation Area, pursuant to state law, the City will own, and have the responsibility for the operation, safety and maintenance of all former County roads, bridges and rights-of-way located within the City limits together with all appurtenances located within such rights-of-way, including but not limited to, drainage facilities, stormwater facilities, environmental mitigation sites and monitoring projects, street lights, traffic signals and traffic signs; and

WHEREAS, the City and the County desire to facilitate an orderly transition of services associated with the Annexation Area; and

WHEREAS, the City and the County desire to mutually determine the appropriate timing for the transfer of public records; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing County surface water facilities and related property interests in the Annexation Areas; and

WHEREAS, all local governmental land use authority and jurisdiction with respect to the Annexation Area transfers from the County to the City upon the effective date of annexation; and

WHEREAS, the County and City agree that having County staff continue to process various vested building and land use permit applications from the Annexation Area on behalf of the City for a transitional period following annexation will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties' intent by virtue of this Agreement that any and all discretionary decisions with respect to land use and permitting from and after the date of annexation shall be made by the City; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW, and other Washington law, as amended;

NOW THEREFORE, in consideration of the mutual terms, provisions and obligations contained herein, it is agreed by and between the City and the County as follows:

1. TERM. This Agreement shall be deemed to take effect following the approval of the Agreement by the official action of the governing bodies of each of the Parties and the signing of the Agreement by the duly authorized representative of each of the Parties, and shall continue in force for a period of five (5) years from the effective date of annexation of the Annexation Areas.
2. RECORDS TRANSFER. Upon approval of the annexation by voters and acceptance thereof by the City, the County shall work with the City to transfer to the City public records including but not limited to record drawings or construction drawings that are requested by the City related to transferred facilities and properties within the areas so annexed. The City shall send a written request for records to the director of the County division holding such records. Alternately, the City may request in writing that such director schedule a records transfer meeting at which City representatives shall meet with County department representatives in order to review and identify records to be copied and/or transferred consistent with the terms of this Section 14. The request shall provide sufficient detail to allow the County to identify and locate the requested records. The County shall make its best effort to provide the documents within forty-five (45) days of the request. The County may elect to provide original records or copies of records. The County shall not be required to provide records that are not reasonably available or to create records or compilations that have not already been created. The County shall provide the City free of charge one set of records meeting the requirements of this section. This section is not applicative to the Sheriff's office records which will be referred to in a separate County/City of Burien contract.

3. DEVELOPMENT PERMIT PROCESSING. Upon the effective date of the annexation of the Annexation Area, the terms of this Agreement attached hereto as **Exhibit C** shall go into effect with respect to development permit processing in the area annexed.
4. JAIL SERVICES. On and after the effective date of annexation, the Annexation Areas are subject to the existing Interlocal Agreement between King County and the City of Burien for Jail Services. All misdemeanor crimes that occur in the Annexation Area prior to the date of annexation will be considered crimes within the jurisdiction of King County for the purposes of determining financial responsibility under said Interlocal Agreement for Jail Services. All misdemeanor crimes that occur in the Annexation Area on or after the date of annexation will be considered crimes within the jurisdiction of the City for purposes of determining financial responsibility under the Interlocal Agreement for Jail Services.
5. POLICE SERVICES. On and after the effective date of the annexation, police service responsibility within the Annexation Areas will be transferred to the City. The county will be responsible for all criminal cases and investigations occurring before the effective annexation date, including but not limited to all costs associated with these cases and investigations. The city will be responsible for all criminal cases and investigations occurring on and after the date of the annexation, including but not limited to all costs associated with these cases and investigations. The Burien Chief of Police, Precinct-4 Commander and the KCSO Contracting Unit will work together to ensure a smooth transition plan and a continued partnership with the City of Burien to provide patrol services, communications, follow up investigations and maintaining records through the KCSO contracting model. In addition to the provisions of that transition plan, the parties further agree as follows:
  - a. Sharing of community information: The County agrees to provide community contact lists that the County may have regarding the Annexation Areas to the City upon request. These lists may include, but are not limited to: members of block watch programs, community groups, and/or homeowner's associations. The lists shall be provided to the City within 90 days of the effective date of the annexation.
  - b. Annexation of Emergency Response (911) Services: The City and County agree to coordinate the transfer of emergency response (911) services in the Annexation Areas.
6. DISTRICT COURT SERVICES TRANSITION. The County will be responsible for the prosecution and payment of any fees or assessments associated with, misdemeanor criminal cases filed by the County prior to the effective date of annexation. The City will be responsible for the prosecution of, and payment of court filing fees and other fees associated with misdemeanor criminal case filed by the City from and after the effective date of annexation, regardless of the time of the events from which the misdemeanor arose.
7. ROADS: The City of Burien and the King County Road Services Division entered into an interlocal agreement for the provision of road maintenance services May 23<sup>rd</sup>, 1993. The Road Services Division shall provide road related services at its discretion within the newly annexed area on a work order basis utilizing those standards used for projects within the existing City of

Burien corporate limits and as further described in the May 23<sup>rd</sup>, 1993 agreement or until a new agreement is fully executed.

8. TRANSFER OF ROADS-RELATED PROPERTIES TO CITY:

a. Transfer of Road-Related Properties.

The County shall, upon the effective date of annexation, convey by quitclaim deed the properties described in **Exhibit D** attached hereto and incorporated herein by reference, to the City, and the City shall accept the same, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for said properties. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for said properties. The City covenants that the properties described in Exhibit D shall continue to be used and maintained in perpetuity for road-related purposes unless other equivalent lands within the City are received in exchange therefore; or if such properties are sold, the City shall pay the County an amount equal to the net sale price of the property; or if the Property has been traded, pay the County the appraised value of the property at the time of the trade, as determined by an MAI appraiser selected by mutual agreement of King County and the City of Burien. The portion of Parcel # 07223049199 that is not currently subject to road-related purposes may be used by the City for park purposes subject to all development standards of the City.

a. Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Road-Related Properties.

- i. The City will have the opportunity to inspect the Road-Related Properties before accepting ownership, however regardless of such inspection the City has the duty to accept all facilities as specified in this agreement. The County will make its records concerning the Road-Related Properties available to the City and the County personnel most knowledgeable about the Road-Related Properties will be available to jointly inspect the property with City personnel and to provide the City the status of maintenance of such facilities, point out known conditions, including any defects or problems, if any, with the Road-Related Properties. The City agrees to accept the Road-Related Properties in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Related Properties.
- ii. King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Road-Related Properties and no official, employee, representative or agent of King County is authorized otherwise.
- iii. The City acknowledges and agrees that the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Road-Related Properties without

regard to whether such defect or deficiency was known or discoverable by the City or the County.

d. Environmental Liability related to the Road-Related Properties.

- i. "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- ii. Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Road-Related Properties by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on, changing the configuration of, or changing the use of the Road-Related Properties.
- iii. If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall notify the County in writing within ninety (90) days of discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
- iv. In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

e. Indemnification related to Road-Related Properties.

- i. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to the Road-Related Properties that occurred prior to the effective date of annexation, except to the extent that indemnifying or holding the City harmless would be limited by Section 8 (d) of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.
- ii. The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any

nature whatsoever, arising from those occurrences related to the Road-Related Properties that occur on or after the effective date of annexation, except to the extent that indemnifying or holding the County harmless would be limited by Section 8(d) of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.

- iii. For a period of three years following transfer, each party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Road-Related Properties.
  - iv. Each Party to this Agreement agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each Party to this Agreement, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.
- f. The provisions of this Section 8 shall survive the expiration or termination of this Agreement.

9. PARK AND OPEN SPACE FACILITIES AND PROPERTIES. The County shall transfer to the City, and the City shall accept, the park properties located in the North Highline Area X Annexation Area listed in **Exhibit E** attached hereto and incorporated herein, which park properties are more generally known as Arbor Lake Park, Hazel Valley Park, Hilltop Park, Puget Sound Park, Salmon Creek Park, Southern Heights Park.

These transfers shall be accomplished through the execution by the County Executive and Mayor of Burien of an intergovernmental transfer agreement in substantially the form as Exhibit E, attached hereto and incorporated herein. It is the intent of the parties that transfer of Arbor Lake Park, Hazel Valley Park, Hilltop Park, Puget Sound Park, Salmon Creek Park, Southern Heights Park (hereinafter the "Park Properties") shall occur as nearly as possible on or immediately after the effective date of the annexation of the North Highline Area X Annexation Area.

10. STATUS OF COUNTY EMPLOYEES. Subject to City civil service rules and state law, the City agrees to consider the hiring of County employees whose employment status is affected by the change in governance of the Annexation Areas where such County employees make application with the City per the City's hiring process and meet the minimum qualifications for employment with the City, and provided further that the City's consideration of hiring affected sheriff department employees shall be governed by the provisions set forth in RCW 35.13.360 et seq. The County shall in a timely manner provide the City with a list of those affected employees.

11. ADMINISTRATION AND CONTACT PERSONS. The Parties stipulate that the following persons shall be the administrators of this Agreement and shall be the contact person for their respective jurisdiction.

City of Burien:

King County:

Mike Martin

Dwight Dively

City Manager

Director Office of Management and Budget

City of Burien

King County

400 SW 152nd St, Suite 300

401 – 5<sup>th</sup> Avenue, Suite 810

Burien, WA 98166

Seattle, WA 98104

12. COMPLIANCE WITH LAWS. Each Party accepts responsibility for compliance with federal, state, and local laws and regulations. Specifically, in meeting the commitments encompassed in this Agreement, all parties will comply with, among other laws and regulations, the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, and Annexation Statutes. The Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this Agreement, the Parties do not purport to abrogate the decision-making responsibility vested in them by law.

13. INDEMNIFICATION.

The following indemnification provisions shall apply to the entirety of this Agreement except for: (1) **Section 8** concerning Road-Related Properties which contains separate indemnification provisions; and (2) **Exhibit C** relating to Development Permit Processing which contains separate indemnification provisions; and (3) **Exhibit E** relating to the transfer of Park Properties which also contains separate indemnification provisions.

- a. The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal of governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- b. The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit

based upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

- c. The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.
- d. The provisions of this Indemnification Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

#### 14. GENERAL PROVISIONS.

- a. Entire Agreement. This Agreement together with all Exhibits hereto contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.
- b. Road Levy Tax. The County's collection and disbursement of road levy tax within the Annexation Area(s) shall be in accordance with state law.
- c. Filing. A copy of this Agreement shall be filed with the Burien City Clerk and recorded with the King County Recorder's Office.
- d. Records. Until December 31, 2015, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request. Other provisions of this section notwithstanding, police/sheriff records shall be retained according to the state records retention schedule as provided in RCW Title 42 and related Washington Administrative Code provisions.
- e. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- f. Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

- g. Assignment. Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.
- h. Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
- i. Dispute Resolution. The Parties should attempt if appropriate to use a formal dispute resolution process such as mediation, through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Parties. Each jurisdiction would be responsible for the costs of their own legal representation.
- j. Attorneys' fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.
- k. No waiver. Failure of either the County or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- l. Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- m. Authority. Each individual executing this Agreement on behalf of the City and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City or the County.
- n. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 14. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth above in Section 14. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- o. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- p. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

- q. Third Party Beneficiaries. This agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

IN WITNESS THEREOF, the Parties have executed this Agreement.

CITY OF BURIEN:

KING COUNTY:

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

\_\_\_\_\_  
Dow Constantine, Executive

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Sr. Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) SS
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing

at \_\_\_\_\_
City and State

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON)
) SS
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing

at \_\_\_\_\_
City and State

My appointment expires \_\_\_\_\_

## Exhibit A

### Description of Annexation Area

#### North Highline Area X Proposed Annexation Area

##### Legal Description

###### BOUNDARIES OF THE PROPOSED NORTH HIGHLINE AREA X ANNEXATION AREA

The legal description of the boundaries of the proposed North Highline Annexation Area, located in Section 12, Township 23 North, Range 3 East, W.M. and in Sections 4, 5, 7, 8 and 9, Township 23 North, Range 4 East, W.M. and, all in King County, Washington, more particularly described as follows:

Beginning at the northeast corner of existing City of Burien as established by King County Ordinance 10236, said corner also being the intersection of the west margin of Des Moines Memorial Drive South (Des Moines Way South) with the north margin of South 128th Street said point being also on the city limits of SeaTac as established by King County Ordinance 8820 and situated in the Southwest quarter of Section 9, Township 23 North, Range 4 East, W.M., King County, Washington;

Thence easterly along said north margin of South 128th Street and said city limits of SeaTac to the east margin of Military Road South and an angle point in said north margin of South 128th Street and the city limits of Tukwila as established by City of Tukwila Ordinance 1574;

Thence continuing along said north margin of South 128th Street and said city limits of Tukwila to the intersection with the south line of Section 9, Township 23 North, Range 4 East, W.M.;

Thence east along the south line of said Section 9 to the intersection with a line lying 250 feet (measured perpendicular to) westerly of and parallel with the centerline of Pacific Highway South;

Thence northerly along said parallel line to the south line of the north 34 feet of the North half of the South half of the South half of the Southeast quarter of the Southeast quarter of said Section 9;

Thence continuing northerly along said parallel line which lies 250 feet westerly of and parallel with the centerline of Pacific Highway South a distance of 5 feet more or less to a point located opposite Highway Engineers Station PT 527 + 88.4 on said centerline;

Thence continuing northerly along said line, North 12°21'28" West a distance of 200.30 feet to the south line of the north half of the north half of the south half of the southeast quarter of the southeast quarter of said Section 9;

Thence along said south line, South  $88^{\circ}56'52''$  West to a point which lies 564.93 feet westerly of the west margin of Pacific Highway South when measured along said line;

Thence North  $00^{\circ}05'43''$  East to a point on the north line of the south half of the north half of the southeast quarter of the southeast quarter, said point being 453.07 feet westerly from the west margin of Pacific Highway South when measured along said line;

Thence westerly along said north line to a point which lies 609.72 feet east of the west line of the Southeast quarter of the Southeast quarter of said Section 9, said point also being the southwest corner of Lot "A" of City of Tukwila Boundary Line Adjustment No. L98-0033 recorded under Recorder's Number 9810059013, records of King County, Washington;

Thence northerly along the west line of said Lot "A" to a point on the north line of the southeast quarter of the southeast quarter of said Section 9 which is located 614.26 feet east of the northwest corner thereof, said point also being an angle point on the westerly line of said Lot "A";

Thence easterly along said north line to a point located 300 feet westerly of the west margin of Pacific Highway South when measured along said north line, said point also being an angle point in the westerly line of said Lot "A";

Thence northwesterly along the westerly line of Lots "A", "B", "C", and "D" of said City of Tukwila Boundary Line Adjustment to a point on the north line of the northeast quarter of the southeast quarter of Section 9 which is located 100 feet east of the northwest corner thereof, said point also being the northwest corner of said Lot "D";

Thence easterly along said north line to the westerly limited access line of PSH No. 1 (SR-99);

Thence generally northerly along said westerly limited access line to its intersection with the north margin of South 116th Way (South 116th Place);

Thence northwesterly along said north margin of South 116th Way to the new westerly right-of-way line and limited access line for Primary State Highway No. 1 (S.R. 99) as approved 7-23-57 and shown on Sheets 1 & 2 of 7;

Thence northerly along said new westerly right-of-way line to the intersection with the south margin of South 108th Street;

Thence departing from said city limits of Tukwila westerly along said south margin of South 108th Street to the intersection with the east line of the Southwest quarter of the Southwest quarter of Section 4, Township 23 North, Range 4 East, W.M.;

Thence north 30 feet along said east line to the southeast corner of the Northwest quarter of the Southwest quarter of said Section 4;

Thence west 30 feet along the south line of the Northwest quarter of the Southwest quarter of said Section 4 to the west margin of 20th Avenue South;

Thence northerly along said west margin of 20th Avenue South to the north line of the south 136 feet of the Northwest quarter of the Southwest quarter of said Section 4;

Thence westerly along the north line of the south 136 feet of the Northwest quarter of the Southwest quarter of said Section 4 to the intersection with the west line of said Section 4;

Thence southerly along the west line of said Section 4 to the north margin of South 112th Street;

Thence westerly along said north margin of South 112th Street to intersection with the north line of said Section 8;

Thence westerly along said north line to the intersection with the east margin of State Route 509;

Thence southerly along said east margin of State Route 509 to the north margin of South 116th Street;

Thence westerly along said north margin of South 116th Street and Southwest 116th Street to the west margin of 10<sup>th</sup> Avenue Southwest;

Thence northerly along said west margin of 10th Avenue Southwest to the north margin of Southwest 114th Street;

Thence westerly along said north margin of Southwest 114th Street to the east margin of 15th Avenue Southwest;

Thence northerly along said east margin of 15<sup>th</sup> Avenue Southwest to the south margin of Southwest 112<sup>th</sup> Street.

Thence westerly along said south margin of Southwest 112th Street to the east margin of Seola Beach Drive Southwest;

Thence southerly along said east margin of Seola Beach Drive Southwest to the intersection with the north line of Government Lot 3, Section 12, Township 23 North, Range 3 East, W.M. said point being the northwest corner of the existing City of Burien;

Thence easterly along said north line and the boundary of said existing City of Burien as established by King County Ordinance 10236 to the west margin of 30th Avenue Southwest;

Thence north 30 feet to the north margin of Southwest 116th Street;

Thence easterly along the north margin of Southwest 116th Street to the intersection with the east margin of 12th Avenue Southwest;

Thence southerly along said east margin of 12th Avenue Southwest to the east margin of Ambaum Boulevard Southwest;

Thence southerly along said east margin of Ambaum Boulevard Southwest to the intersection with the north margin of Southwest 128th Street;

Thence easterly along said north margin of Southwest 128th Street and South 128th Street, also being the Burien City Limits as established by King County Ordinance 10236, to the intersection with the west margin of Des Moines Memorial Drive South (Des Moines Way South) and the Point of Beginning.



**Exhibit C**

**Development Permit Processing in Annexation Areas from and after the date of  
Annexation**

**INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF BURIEN  
RELATING TO PROCESSING OF BUILDING PERMITS  
AND LAND USE APPLICATIONS**

THIS AGREEMENT is made and entered into this day by and between the City of BURIEN, a municipal corporation in the State of Washington (hereinafter referred to as the “City”) and King County, a home rule charter County in the State of Washington (hereinafter referred to as the “County”).

WHEREAS, the City annexed an area of unincorporated King County described in Attachment 1 and may annex additional areas of unincorporated King County (collectively referred to as the “Annexation Area”); and

WHEREAS, all local governmental authority and jurisdiction with respect to the Annexation Area transfers from the County to the City upon the date of annexation; and

WHEREAS, the County and City agree that having County staff process various Annexation Area building permits and land use applications on behalf of the City for a transitional period will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties’ intent by virtue of this Agreement that any and all discretionary decisions shall be made by the City; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, RCW Chapter 39.34;

NOW, THEREFORE, in consideration of the terms and provisions, it is agreed by and between the City and the County as follows:

1. Fees. The City shall adopt legislation authorizing the County to charge applicants fees in amounts currently specified or hereafter adopted in King County Code Title 27 for applications processed by the County in accordance with the terms of this Agreement.

2. Pre-annexation Building Permit Applications Filed with King County.

2.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested building-related permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area. For the purposes

of this Agreement, building-related permits include but are not limited to building permits, mechanical permits, fire systems/fire sprinkler permits and clearing and grading permits. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decision regarding whether or when an application has vested shall be made by the City.

2.2 Except as provided in Section 4 of this Agreement, the County's review of building-related permits shall include rendering decisions to approve, condition or deny such applications; conducting inspections; issuing correction notices, certificates of occupancy, permit extensions and completion of extensions; and evaluating compliance with approval conditions that extend beyond issuance of a certificate of occupancy. The County agrees to consult with the City prior to rendering any administratively appealable building-related permit decision. Appeals of building related permit decisions, if any, shall be processed by the City in the same manner as appeals of land use permits are addressed in Section 3.4; provided that the City and County may agree to have the County conduct such appeals on behalf of the City in particular instances where such processing by the County would further the orderly transition envisioned by this Agreement.

2.3 The County shall receive and process any permit applications made following annexation that implement conditions of a Commercial Site Development permit issued by the County prior to annexation. The City of Burien shall receive and process ancillary permit applications, such as fire and mechanical permits, that are made following annexation and that are essential for completion of an approved project permit.

2.4 The County shall review and make a recommendation to the City on requests to renew County permits within the Annexation Area that are approaching their expiration date without having completed the permitted activity. The City shall render any final decisions on such requests.

2.5 The County shall review and render decisions on requests for changes to approved construction documents of King County vested building related permits up to the time that either a certificate of occupancy is issued or final construction approval has been issued for the project. Following issuance of the certificate of occupancy or final construction approval, requests for changes to the approved set of plans shall be referred to the City. The City intends to process such requests as new permit applications.

2.6 The County shall review and make recommendations to the City's designated decision maker on applications to vary adopted road or drainage standards that are made in conjunction with a building related application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

### 3. Pre-annexation Land Use Permit Applications Filed with King County.

3.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested land use permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area. Review by the

County shall occur in accordance with the regulations to which the applications are vested. Any decisions regarding whether or when an application has vested shall be made by the City.

3.2 For those vested land use applications that do not require a public hearing prior to issuance, the County will continue to process such applications and shall make a report and recommendation to the City's designated decision maker based upon the regulations under which the applications are vested. Any decisions to approve, deny, or approve with conditions such applications shall be made by the City's designated decision maker and will be processed pursuant to the City's applicable land use review and appeal procedures.

3.3 Notwithstanding any other provision of this Agreement, applications for any rezone and any associated permit applications shall be referred to the City for all further processing.

3.4 For those vested land use applications that require quasi-judicial or legislative approval, e.g., subdivision or conditional use, or which involve administrative appeals, the County shall prepare a report and preliminary recommendation to the City's designated decision maker for a final decision or a recommendation to the designated decision-maker pursuant to the City's applicable land use review and appeal procedures. The City's decision-maker shall not be a County employee. The City shall be responsible for scheduling, providing notice, conducting any public hearings required, and making any decision in conjunction with the application. County staff shall, at the request of the City, attend the public hearing to testify with respect to analysis set forth in the County's report and preliminary recommendation.

3.5 The County shall continue to review those vested subdivision, short subdivision and binding site plan applications that have not yet received preliminary approval up to the point of making a recommendation to the City's designated decision maker on preliminary approval. At the request of the City, County staff shall appear at the public hearing to testify with respect to analysis set forth in the County's preliminary recommendation.

3.6 For those vested subdivision, short plat and binding site plan applications that have received preliminary approval prior to annexation, the County shall continue and complete all post-preliminary review up to the point of making a recommendation to the City on final approval. For purposes of this section, post-preliminary review includes: engineering plan approval, final plat, short plat or binding site plan approval, and construction inspection approval.

3.7 The County shall review and make recommendations to the City's designated decision maker on applications to vary adopted road or drainage standards that are made in conjunction with a land use application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

3.8 The County shall review and render decisions on requests for changes to approved land use permit engineering plans up to the time that final construction approval has been issued for the project. Following issuance of final construction approval, requests for changes to the approved set of plans shall be referred to the City. As-builts of the final approved construction shall be forwarded to the City.

4. List of Projects and Notice of Meetings.

4.1 The County will prepare and send to the City a monthly list of all building, land use and associated ancillary permit applications pending within the Annexation Area as of the date of annexation. The list shall include the status of the projects as it is shown in the County Permit system.

4.2 The County shall notify the City of all technical screening meetings, pre-construction conferences and engineering pre-submittal meetings for projects being reviewed by the County under this Agreement. Such notice shall be provided promptly upon scheduling of the meeting. The City may participate in these meetings to learn more about the project and to offer comments.

4.3 The County shall provide the City with a copy of files and records of all land use and building permit applications processed under this Agreement upon completion of permit review, termination of the Agreement under Section 11 or expiration of the Agreement, whichever comes first.

5. SEPA Compliance.

5.1. In order to satisfy the procedural requirements of the State Environmental Policy Act (SEPA), the City shall serve as lead agency for all Annexation Area building permit and land use applications, including those being processed by the County pursuant to this Agreement.

5.2. Any and all appeals from SEPA threshold determinations and other SEPA matters relating to projects within the City shall be heard and decided by the City pursuant to the City's applicable review and appeal procedures.

5.3. For those permit applications requiring a SEPA determination, the County will not take final action upon the application until the City has acted. Upon written request with regard to a particular project being reviewed by the County, the County agrees to provide technical and administrative SEPA assistance to the City on that project. Such assistance may include, but is not limited to:

- review of an applicant's environmental checklist and collection of relevant comments and facts;
- preparation of a proposed SEPA threshold determination with supporting documentation for approval, publication and notice by the County on behalf of the City;
- preparation and submittal of a written review and comment on any appeal received on a SEPA threshold determination recommended by County staff to the City;

- attendance at appeal hearings to testify with respect to analysis of environmental impacts, mitigation measures and the environmental review process;
- preparation of any required draft, final, addendum or supplemental EIS for approval of the City; and
- coordination of adopted or required SEPA measures of mitigation with project review staff.

5.4. Any decision whether to condition or deny an application on SEPA grounds shall be made by the City.

6. Administrative and Ministerial Processing. County review specified in this Agreement is intended to be of an administrative and ministerial nature only. Any and all final recommendations on legislative or quasi-judicial decisions or decisions of a discretionary nature shall be made by the City's designated decision maker and processed pursuant to the City's applicable review and appeal procedures.

7. Code Enforcement.

7.1. Within 30 days following the effective date of this Agreement, the County shall provide the City with a list and brief explanation of all Annexation Area code enforcement cases under review by the County at the time of annexation. The City shall be responsible for undertaking any code enforcement actions following the date of annexation. The County shall provide the City with copies of any Annexation Area enforcement files requested by the City.

7.2 Code enforcement abatement actions necessary to eliminate public health or safety hazards shall be the sole responsibility of the City.

7.3 The County is authorized on behalf of the city to enforce conditions of approval for those permits that the County processes pursuant to this Agreement.

8. Financial Guarantees. Any financial guarantee that is intended to secure compliance with project conditions that are being or will be reviewed by the City shall be turned over to or posted with the City, which shall have sole authority and discretion over its release and/or enforcement. Any financial guarantee that has been posted or is otherwise required in order to guarantee compliance with conditions that are being reviewed by the County pursuant to this Agreement shall be retained by or posted with the County. On behalf of the City, the County is authorized to accept such financial guarantees and to release them where it determines that conditions for release have been satisfied. In making such decisions whether to release a financial guarantee instrument, the County may at any time seek direction from the City. The City shall be solely responsible for making any demands or initiating any legal action to enforce financial guarantees for Annexation Area projects.

9. Processing Priority. Within budgetary constraints, the County agrees to process pre-annexation building and land use applications in accordance with the County's administrative procedures, at the same level of service as provided to County applications.

10. Fees and Reimbursement.

10.1 In order to cover the costs of providing services pursuant to the terms of this Agreement, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances adopted by the City pursuant to Section 1 above, or as may be modified at some future date by the County and the City.

10.2 In order to cover the costs of providing review, technical and administrative assistance, and other services not otherwise reimbursed pursuant to this Agreement, including but not limited to providing testimony at public hearings, the City shall pay the County at such hourly rate as specified in the version of King County Code Title 27 in effect at the time the services are performed. The County shall not seek reimbursement under this paragraph for review services performed on an individual permit application where the County has already been compensated for such services by the receipt of permit application review fees. The County shall provide the City with quarterly invoices for assistance and services provided, and the City shall tender payment to the County within thirty days after the invoice is received.

11. Duration. This Agreement shall become effective upon approval by the City and the County and shall continue until December 31, 2015, unless otherwise terminated in accordance with paragraph 11 or extended in accordance with paragraph 12.

12. Termination. Either party may terminate this Agreement for good cause shown upon providing at least sixty (60) days written notice to the other party. Upon expiration or termination of this Agreement, the County shall cease further processing and related review of applications it is processing under this Agreement. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the Annexation Area. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

13. Extension. The City and County may agree to extend the duration of this Agreement through December 31, 2019 or to a date prior thereto. In order for any such extensions to occur, the City shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable expiration date. Any agreement by the County to the proposed extension(s) shall be made in writing. If the parties have not agreed to the extension in writing by the otherwise applicable expiration date, the Agreement shall expire.

14. Application Process. The County and the City will each prepare and have available for applicants and other interested parties a document describing the handling of applications based on this Agreement.

15. Indemnification, Hold Harmless and Defense.

15.1 The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal or governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

15.2 The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

15.3 The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

15.4 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the existence or effect of City ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or proceeding (administrative or judicial), is initiated challenging the validity or applicability of any City ordinance, rule or regulation, the City shall defend the same at its sole expense and if judgment is entered or damages awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

16. Personnel. Control of County personnel assigned by the County to process applications under this Agreement shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County.

17. Administration. This Agreement shall be administered by the County Director of the Department of Development and Environmental Services or his/her designee, and by the City's designated decision maker or his/her designee.

18. Amendments. This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

19. Legal Representation. The services to be provided by the County pursuant to this Agreement do not include legal services, which shall be provided by the City at its own expense.

20. Notice of Annexation Area Processing. In the event that the City intends for the County to conduct permit review in any future City Annexation Area pursuant to this Agreement, the City shall exercise its best efforts to provide the County with written notice of its intent no less than sixty days prior to the date County processing of such Annexation Area applications would occur.

21. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

KING COUNTY

\_\_\_\_\_

King County Executive

Dated

Approved as to Form:

DANIEL T. SATTERBERG  
King County Prosecuting Attorney

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

Senior Deputy Prosecuting Attorney

Dated

CITY OF BURIEN

\_\_\_\_\_

(Enter Name of City Here) \_\_\_\_\_

Dated

Approved as to Form:

\_\_\_\_\_

City Attorney

Dated

## Exhibit D

### Roads Related Properties

<u>Tax Parcel Number</u>	<u>Street Address</u>
0723049199 -	Retention/detention pond SW116th St
0257000192 -	A 5' wide strip connecting 24th Ave S. to Hilltop Park
1446800314 -	Pedestrian overpass across 1st Ave S.
0985000695 -	Small parcel along Glendale Way S.
3826000625 -	Detention pond S.120 <sup>th</sup> St.

### Legal Descriptions

#### Right of Way Tracts Owned by King County and Described as follows for transfer to City of Burien:

That portion of Lot 21 of Ardath Park Addition unrecorded, said portion described as follows:  
The north 125 ft of the south 295 ft less the south 60 ft of the north 65 ft thereof of the west ½ of the west ½ of the SW ¼ of the SW ¼ of the SE ¼ of STR 9-23-4 in King County, Washington; less county road.

The north 100 ft of Lot 1, Block 6, Boulevard Park Addition, as recorded in Volume 22 of Plat, Page 64, records of King County, Washington.

The easterly 10 ft of the southerly 85 ft of the north ½ of the NW ¼ of the SE ¼ of the NE ¼ of STR 7-23-4 in King County, Washington; Also, the west 190 ft of the east 200 ft of the south 10 ft of said subdivision.

Together with,

The southerly 160 ft of the westerly 185 ft of the west ½ of that portion of the north 396.00 ft of the NE ¼ of the SE ¼ of the NE ¼ of STR 7-23-4 in King County, Washington, lying south of the south line of SW 116<sup>th</sup> Street and west of the west line of 1<sup>st</sup> Avenue South.

Together with,

Portion of Tract "X" described as follows: Beginning at the SW corner of the following described Tract "X"; thence north along the west line, a distance of 264 ft to the NW corner; thence easterly along the north line, a distance of 185 ft; thence south 32-00-00 west a distance of 170 ft; thence south 41-30-00 east a distance of 162 ft M/L to a point on the south line of said Tract "X"; thence west, along said south line, a distance of 205.20 ft to the point of beginning. Tract "X"; commencing at the SE corner of the NE ¼ of the SE ¼ of the NE ¼ of STR 7-23-4; thence westerly 45.03 ft, parallel with section line between Sections 6 and 7, to the true point of beginning; thence westerly parallel with said section line 618.20 ft; thence northerly parallel with section line between sections 7 and 8, a distance of 264 ft; thence easterly, parallel with said east and west cession line, 368.17 ft; thence southerly, parallel with said north and south section line, 85 ft; thence easterly, parallel with said east and west section line, 250 ft, M/L to the westerly line of State Highway #1-K (1<sup>st</sup> Ave. S.); thence southerly 179 ft to the true point of beginning.

Together with,

That portion of the south  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of STR 7-23-4 in King County, Washington, described as follows: Beginning at the NE  $\frac{1}{4}$  corner of said subdivision; thence S 88-43-09 W, along the north line thereof, 458 ft to the true point of beginning; then continuing S 88-43-09 W, along said north line, 256 ft; thence S 0-29-04 W, parallel with the east line of said subdivision, 150 ft; thence N 88-43-09 E, parallel with the north line of said subdivision, 256 ft to a point from which the true point of beginning bears N 0-28-04 E; thence N 0-28-04 E 150 ft to the true point of beginning; Except the west 66 ft thereof.

The west 100 ft (in width) of Lot 10, Block 12, Cedarhurst Division #2, according to plat recorded in Volume 32 of Plats, page 2, in King County, Washington.

All that portion of the following described Parcel described as follows:

The west 30 feet of Kensington Heights Replat Lot 120,

Together with the east 40 feet of Kensington Heights Replat Lot 119,

Together with that portion of said parcel lying northwesterly and adjacent to the following described line,

Begin at the northwest corner of said parcel,

Thence east along the north property line a distance of 10 feet to the True Point of Beginning,

Thence southwest to a point along the west property line, said point being 10 feet south from the northwest corner of the property.

Parcel Description:

Lots 118 and 119, and the west 30 feet of Lot 120, Kensington Heights Replat, according to the plat thereof recorded in Vol. 31 of Plats, page 21, in King County, Washington.

Together with the right to make all necessary slopes for cuts and fills upon the abutting property on each side of any road which is now, or may be constructed hereafter on said property, may be made on their property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

## **Exhibit E**

### **Intergovernmental Land Transfer Agreement Between King County and the City of Burien**

Relating to the Ownership, Operation and Maintenance of Parks,  
Open Space, Recreation Facilities and Programs

This Agreement is made and entered into this day by and between the City of BURIEN, a municipal corporation in the State of Washington (hereinafter referred to as the “City”) and King County, a home rule charter County in the State of Washington (hereinafter referred to as the “County”)

WHEREAS the County is a home rule charter county and political subdivision of the State of Washington; and

WHEREAS the City is a code city with a council-manager form of government, organized under Chapter 35.21 RCW; and

WHEREAS the City desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and property near its boundaries and within its potential annexation area; and

WHEREAS the County, under the authority of RCW 36.89.050, King County Resolution 34571 and other federal, state and county laws, has acquired and developed a substantial park, recreation and open space system that depends on the continued operation of its many individual properties and facilities in order to fully serve the needs of the residents of King County and the cities within it; and

WHEREAS the County does not have a sufficient, stable source of revenue to continue to manage and maintain its urban-area local parks, open space, recreational facilities and programs at current levels; and

WHEREAS the County is legally restricted from converting many of these parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities; and

WHEREAS given the legal restriction regarding conversion of the properties, the marketability of the properties is limited and, as a result, the cost of operating the properties is approximately equal to the value of the property to the County; and

WHEREAS to the extent the City provides scholarships, reduced fees or other means of assuring access to parks and recreational programming for City residents, the City has a goal of ensuring that such scholarships or other needs-based rates and programs are available to all persons desiring to use the park and recreational programs regardless of residency, and

WHEREAS it is in the best interest of the public that the City and the County take those actions necessary to meet those desires and to cooperate in any transition to insure a smooth transition and avoid service disruption;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to RCW chapter 39.33, RCW chapter 67.20 and other authorities, the City and the County agree as follows:

## **1. Conveyance of Title**

- 1.1. Timely following execution of this Agreement, King County shall convey to the City by deed all its ownership interest, and/or, when possible by assignment, any easement interest, leasehold interest or shared use responsibility, in the following listed park/recreation site(s), which are described more fully in Exhibits E1 and E2 (the "Property"):

**Arbor Lake Park**  
**Hazel Valley Park**  
**Hilltop Park**  
**Puget Sound Park**  
**Salmon Creek Park**  
**Southern Heights Park**

- 1.2. The City has reviewed Project Agreement for Project No. 70-007A (the "Project Agreement") between King County and the Washington State Interagency Committee for Outdoor Recreation ("IAC") for funding for the acquisition of Arbor Lake Park, and agrees that it shall execute an amendment to the Project Agreement that substitutes the City for the County as the "Contracting Party" in the Project Agreement so that the City shall become the "Project Sponsor." The City shall execute this amendment within fifteen (15) days of execution of this Agreement.
- 1.3. The deeds to the property shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

All deeds to the property shall contain the following covenant:

"The City covenants that the Property shall continue to be used in perpetuity for park or recreation purposes unless other equivalent lands or facilities within the county or the city are received in exchange therefore and the replacement lands or facilities are used in perpetuity for park or recreation purposes."

All deeds to the property, except for the deed to Puget Sound Park and Southern Heights Park, shall also contain the following covenants:

"The City covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571, including that the City covenants that the Property will continue to be used for the purposes contemplated by Resolution 34571, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or City shall be received in exchange therefore."

"The City covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation."

All deeds to the property, including the deed for Puget Sound Park and Southern Heights Park, shall also contain the following covenants:

"The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes."

"The City covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses."

- 1.4 The City and County agree that the assignment of the County's easement over the real property underlying Southern Heights Park will convey all the rights and obligations of the County contained in the easement, and that the City shall assume all the rights and obligations of the County, including the covenants, contained in the easement.
- 1.5 The County shall also convey to the City all of the County's right, title and interest in certain personal property and appurtenances ("the Personal Property") associated with the Property including but not limited to structures, fencing, irrigation and asphalt. The City agrees to accept the Personal Property in AS IS condition, and to assume full and complete responsibility for the Personal Property. King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Personal Property, and no official, employee, representative or agent of King County is authorized otherwise. The City acknowledges and agrees that the County shall have no liability for, and that the City shall release, hold harmless, and indemnify the County, and shall have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Personal Property, without regard to whether such defect or deficiency was known to or discoverable by the City or the County.

## **2. Existing Restrictions, Agreements, Contracts or Permits**

- 2.1 The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance.

## **3. Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services**

- 3.1 The City has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at, the Property.
- 3.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of King County is authorized otherwise.
- 3.3 The City acknowledges and agrees that, except as indicated in paragraphs 4.2 and 5.1, the County shall have no liability for, and that the City shall hold harmless, indemnify and release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

## **4. Environmental Liability**

- 4.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 4.2 Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based, as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property.
- 4.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. Such notice shall in no event be provided more than 10 days after discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.

4.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

4.5 This section 4 shall not apply to hazardous materials deposited or released on Arbor Lake Park. Instead, Exhibit E-4 to this Agreement shall govern hazardous materials deposited or released on Arbor Lake Park.

## 5. Indemnification and Hold Harmless

5.1 King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the City harmless would be limited by Article 5 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees, or jointly against the City and King County and their respective elected officials, officers, agents and employees, then King County shall satisfy the same.

5.2 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

5.3 The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the City, except to the extent that, (i) indemnifying or holding the County harmless would be limited by Article 5 of this Agreement, or (ii) any such claims, actions, suits, liability, loss, costs, expenses or damages arise out of the acts or omissions of the County, or its elected officials, officers, agents or employees, occurring after the effective date of conveyance of the Property to the City. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and

employees or jointly against King County and the City and their respective officers, agents and employees, then the City shall satisfy the same.

5.4 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.

5.5 Each party agrees that its obligations under this Article 5 extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

## **6. Audits and Inspections**

6.1 Until December 31, 2020, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

## **7. Waiver and Amendments**

7.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

## **8. Entire Agreement and Modifications**

8.1 This Intergovernmental Agreement and its Exhibits sets forth the entire agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

## **9. Duration and Authority**

9.1 This Agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

## 10. Notice

10.1 Any notice provided for herein shall be sent to the respective parties at:

King County:

Kevin Brown  
Director, Parks and Recreation  
Division, DNRP  
King Street Center  
201 S. Jackson Street, Rm. 700  
Seattle, WA 98104

City:

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

## 11.0 General Terms and Conditions

- 11.1 **Severability.** In the event any portion of this Agreement is found to be invalid by the Superior Court of King County, Washington, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court also rules that the principal purpose and intent of this Agreement should and/or must be defeated, invalidated or voided.
- 11.2 **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of each party hereto, its successors and assigns.
- 11.3 **Legal Relationships.** The parties to this Agreement execute and implement this Agreement solely as grantor and grantee. No partnership, joint venture or joint undertaking shall be construed from this Agreement. This Agreement creates no right, interest, duty, obligation, or cause of action in any person or entity not a party to it.
- 11.4 **Captions.** The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.
- 11.5 **Cooperation.** The parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.
- 11.6 **Governing Law; Jurisdiction and Venue; Attorneys' Fees.** This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law provisions. In the event of any litigation hereunder, the Superior Court of King County, Washington shall have the exclusive

jurisdiction and venue. The Parties agree to submit to the personal jurisdiction of that court. The prevailing Party in any dispute arising out of or relating to the interpretation of this Agreement, including those disputes brought in Superior Court and/or on appeal, shall be entitled to reasonable attorney's fees and costs including expert witness fees.

11.7 **Assignment.** The City may not assign this Agreement or any rights hereunder without the County's prior written consent.

11.8 **Negotiation and Construction.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party. If there is any conflict between the terms and provisions of this Agreement, and the terms and provisions of the deed executed to convey the Property, then the terms and provisions of the deed shall control. All parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement, although each party must determine if they wish to obtain and pay for such legal review. Each party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of the terms found in this Agreement.

11.9 **Exhibits.** The following Exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

Exhibit E-1	Legal Descriptions
Exhibit E-2	Illustration of Parks
Exhibit E-3	Form of Southern Heights Easement Assignment
Exhibit E-4	Environmental Liability Relating to Arbor Lake Park

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Burien

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
King County

\_\_\_\_\_  
City Attorney

Senior Deputy Prosecuting Attorney

---

Date

---

Date

**NOTARY BLOCKS APPEAR ON FOLLOWING PAGE**

STATE OF WASHINGTON)
) SS
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at \_\_\_\_\_
City and State

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON)
) SS
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at \_\_\_\_\_
City and State

My appointment expires \_\_\_\_\_

EXHIBIT E-1

LEGAL DESCRIPTIONS

Arbor Lake Park  
1 of 2

Parcel A

Beginning at the Northeast corner of the Southwest quarter of Section 8, Township 23 North, Range 4 East, W.M., King County, Washington, and running thence along the North line of said Southwest quarter, South 89°00'47" West 853.118 feet;  
Thence South 0°02'15" East parallel with the East line of said Southwest quarter 1030.00 feet;  
Thence South 89°00'47" West 625.669 feet to the true point of beginning;  
Thence South 0°12'15" East 160.00 feet;  
Thence North 89°00'47" East 25.00 feet;  
Thence South 0°02'15" East 80.00 feet;  
Thence North 89°00'47" East 25.00 feet;  
Thence South 0°02'15" East 100.00 feet;  
Thence North 89°00'47" East 235.67 feet;  
Thence South 0°02'15" East 241.67 feet to the North margin of South 124<sup>th</sup> Street;  
Thence Westerly along said North margin 448.69 feet to the Easterly margin of 2<sup>nd</sup> Avenue South;  
Thence Northerly along the Easterly margin to a point from which the true point of beginning bears North 89°00'47" East;  
Thence North 89°00'47" East to the true point of beginning, EXCEPT the East 25 feet of the North 80 feet thereof.

SUBJECT TO: Right to enter said premises to make repairs and the right to cut brush and trees which constitute a menace or danger to the electric transmission line located in street or road adjoining said premises, under Auditor's File No. 2975292.

Easements under Auditor's File Nos. 6157868 and 6431026 and various other instruments of record. Easement affecting portion of premises for the purpose of pumping and draining water from Arbor Lake, under Auditor's File No. 6169356. Covenants, conditions and restrictions under Auditor's File No. 3214220. Right to make necessary slopes for cuts or fills upon said premises under Auditor's File No. 3087104.

**EXHIBIT E-1**  
**LEGAL DESCRIPTIONS**

Arbor Lake Park

2 of 2

Parcel B

Beginning at the Northeast corner of the Southwest quarter of Section 8, Township 23 North, Range 4 East, W.M., King County, Washington, and running thence along the North line of said Southwest quarter, South 89°00'47" West 853.118 feet;  
Thence South 0°02'15" East parallel with the East line of said Southwest quarter 630.00 feet;  
Thence South 89°00'47" West 801.572 feet to the West line of 3<sup>rd</sup> Avenue South and the true point of beginning of this description;  
Thence South 0°02'15" East 40.00 feet;  
Thence North 89°00'47" East 148.48 feet;  
Thence South 0°02'15" East 260.00 feet;  
Thence South 89°00'47" West 413.75 feet to a line 30 feet Easterly from and parallel to the East boundary of the plat of Cedarhurst Div. No. 2, according to the plat recorded in Volume 32 of plats, Page 2, in King County, Washington;  
Thence North 0°00'48" East 300 feet along said parallel line to a point which bears South 89°00'47" West from the true point of beginning;  
Thence North 89°00'47" East 265 feet to the true point of beginning.  
"Being known as the North 300.00 feet of "Lake Tract", Cedarhurst Division No. 3, unrecorded".

SUBJECT TO: Right to enter said premises to make repairs and the right to cut brush and trees which constitute a menace or danger to the electric transmission line located in street or road adjoining said premises as granted under Auditor's File No. 2975292. Right of the public to make necessary slopes for cuts and fills upon said premises as granted under Auditor's File No. 3087104.

Agreement dated November 20, 1970 between King County and United States of America, as recorded under Auditor's File No. 6719414 and Vault File 5069567.

Parcel C

Beginning at the Northeast corner of the Southwest quarter of Section 8, Township 23 North, Range 4 East, W.M., King County, Washington;  
Thence South 89°00'47" West along the North line of said Southwest quarter 853.118 feet;  
Thence South 0°02'15" East parallel to the East line of said Southwest quarter 930 feet to the true point of beginning;  
Thence South 0°02'15" East 100 feet;  
Thence South 89°00'47" West to the Easterly margin of 2<sup>nd</sup> Avenue South;  
Thence Northerly along said Easterly margin to a point which bears South 89°00'47" West from the True Point of Beginning;

Thence North 89°00'47" East to the True Point of Beginning, EXCEPT the East 523.092 feet.

**EXHIBIT E-1**  
**LEGAL DESCRIPTIONS**  
Hazel Valley Park  
1 of 2

*Parcel A*

Lot 2 of King County Short Plat No. 177074 recorded under Recording No. 7810050805 described as follows:

That portion of the South half of the Southeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point 887 feet West and 631.95 feet North of the corner common to Sections 7, 8, 17 and 18 of said township and range;  
Thence West 85 feet;  
Thence North to the South line of Southwest 126<sup>th</sup> Street;  
Thence East 85 feet along the South line of Southwest 126<sup>th</sup> Street as established;  
Thence South to point of beginning;

Parcel B

Lot 4 of the same short plat, described as follows:

That portion of the South half of the Southeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point 99 feet North and 887 feet West of the corner common to Sections 7, 8, 17 and 18 of said township and range;  
Thence North 532.95 feet;  
Thence West 85 feet;  
Thence North to the South line of Southwest 126<sup>th</sup> Street;  
Thence West 30 feet along the South line of Southwest 126<sup>th</sup> Street as established;  
Thence South 182.5 feet;  
Thence West 85 feet;  
Thence South 445.95 feet;  
Thence East 200 feet to point of beginning.

EXCEPT the West 30 feet of that portion of said Lot 4 lying North of the South line of Lot 3 of said Short Plat and extended Easterly.

**EXHIBIT E-1**  
**LEGAL DESCRIPTIONS**  
Hazel Valley Park  
2 of 2

*Parcel C*

The North half of that portion of the South half of the Southeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point 99 feet North and 754 feet West of the Southeast corner of said South half;  
Thence West 133 feet;  
Thence North to the North line of said subdivision;  
Thence East 133 feet;  
Thence South to the point of beginning;  
EXCEPT the South 196.80 feet to said North half;  
ALSO that portion of the North half of the Southeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the South line of said North half 754 feet West of the Southeast corner;  
Thence West 133 feet;  
Thence North to the South line of Southwest 126<sup>th</sup> Street (William Rasmussen Road) as now located;  
Thence East along said South line 133 feet;  
Thence South to the point of beginning.

**EXHIBIT E-1**  
**LEGAL DESCRIPTIONS**

Hilltop Park

1 of 2

Parcel A

The East half of the South half of the South half of the Northwest quarter of the Southwest quarter of the Southeast quarter of Section 9, Township 23 North, Range 4 East, W.M., in King County, Washington;  
EXCEPT the east 30 feet thereof.

Parcel B

The East half of the North half of the South half of the Northwest quarter of the Southwest quarter of the Southeast quarter of Section 9, Township 23 North, Range 4 East, W.M., in King County, Washington;  
EXCEPT the North 80 feet thereof and  
EXCEPT the East 60 feet thereof.

Parcel C

The East half of the West half of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 9, Township 23 North, Range 4 East, W.M., in King County, Washington;  
  
EXCEPT the South 290 feet thereof, Also the West 10 feet of the North 75 feet of the South 290 feet of the East half of the West half of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 9, Township 23 North, Range 4 East, W.M., in King County, Washington.

Parcel D

The South 100 feet of the East half of the West half of the Northwest quarter of the Southwest quarter of the Southeast quarter of Section 9, Township 23 North, Range 4 East, W.M., in King County, Washington.

Parcel E

The East 20 feet of the South 170 feet of the West half of the East half of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 9, Township 23 North, Range 4 East, W.M., in King County, Washington;

EXCEPT the South 30 feet for County road. Contains 2,800 sq. ft. or 0.0643 acres.

**EXHIBIT E-1**  
**LEGAL DESCRIPTIONS**

Hilltop Park  
2 of 2

Parcel F

The West half of the East half of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 9, Township 23 North, Range 4 East, W.M., in King County, Washington;

EXCEPT the South 170 feet thereof; AND,

The East half of the East half of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 9, Township 23 North, Range 4 East, W.M., in King County, Washington;

EXCEPT the South 30 feet thereof;

SUBJECT TO: The right to make slopes for cuts and fills, as set forth in instrument recorded under Recording No. 7106150437.

**EXHIBIT E-1**  
**LEGAL DESCRIPTIONS**  
Puget Sound Park

Parcel A

The East 621.00 feet of the Southeast quarter of Section 7, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Lying South of the South line of Southwest 126<sup>th</sup> Street (William Rasmussen Road) as now located.

EXCEPT the East 45.00 feet for County road and EXCEPT the South 400.00 feet thereof.

Parcel B

Lots 19, 20, 21, 24, 25 and 26, Block 26, Southern Addition to Seattle, according to the plat thereof recorded in Volume 5 of Plats, page 65, in King County, Washington;

TOGETHER WITH vacated Lots 22 and 23 and vacated alley lying Southerly of the extension of the South line of Lot 21, produced eastward to the Northwest corner of Lot 23, Block 26, said plat;

TOGETHER WITH vacated Southwest 126<sup>th</sup> Street lying South of Block 26 within the extension of the West and East lines of said Block 26, extended South to the South line of Southwest 126<sup>th</sup> Street;

EXCEPT those portions of Lots 23, 24, 25 and 26, and vacated Southwest 126<sup>th</sup> Street, Block 26, said plat as condemned for First Avenue South in King County Superior Court Cause Number 323419.

**EXHIBIT E-1**  
**LEGAL DESCRIPTIONS**  
Salmon Creek Park

The South half of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 7, Township 23 North, Range 4 East, W.M., in King County, Washington;

EXCEPT the West 15 feet reserved for highway purposes and  
EXCEPT the South 30 feet conveyed for Southwest 118<sup>th</sup> Street by instrument recorded under Auditor's File No. 5075204.

Southern Heights

The West half of Lot 1 and all of Lots 2, 3, 4, 5, 6, 7, 8, 9 and 10 of Block 4 of Stimson Park Division 1, according to Plat recorded in Volume 25 of Plats, Page 41, records of King County, Washington.

**EXHIBIT E-2**  
**ILLUSTRATION OF PARKS – ARBOR LAKE PARK**



Image below is a color aerial photo of the same area as shown above.



**EXHIBIT E-2**  
**ILLUSTRATION OF PARKS – HAZEL VALLEY PARK**



Image below is a color aerial photo of the same area as shown above.



**EXHIBIT E-2**  
**ILLUSTRATION OF PARKS – HILLTOP PARK**

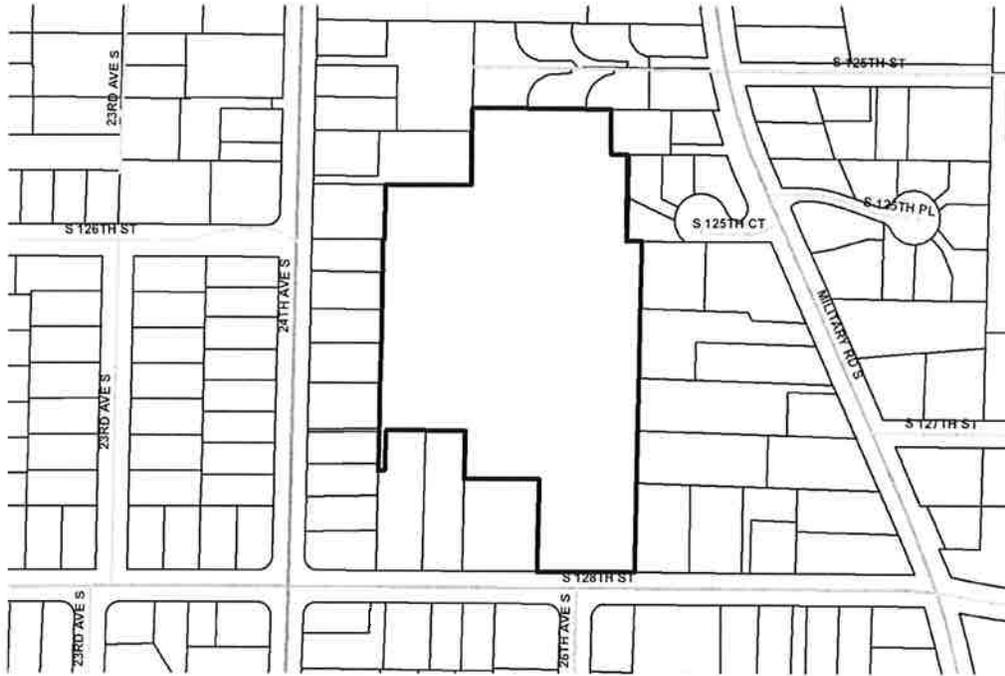


Image below is a color aerial photo of the same area as shown above.



**EXHIBIT E-2**  
**ILLUSTRATION OF PARKS – PUGET SOUND PARK**



Image below is a color aerial photo of the same area as shown above.



**EXHIBIT E-2**  
**ILLUSTRATION OF PARKS – SALMON CREEK PARK**

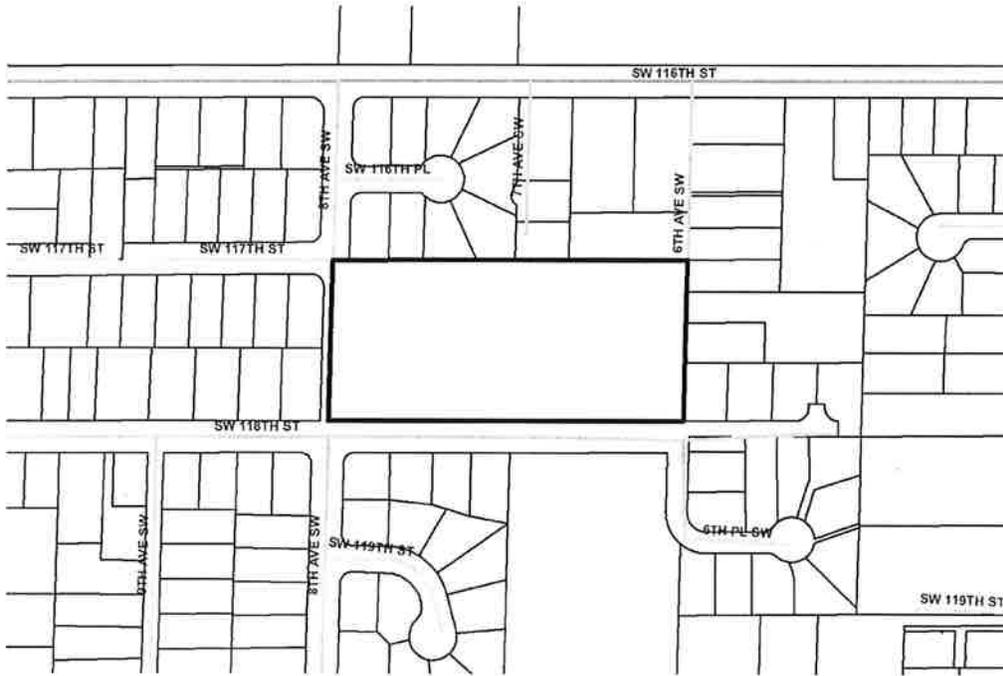


Image below is a color aerial photo of the same area as shown above.



**EXHIBIT E-2**  
**ILLUSTRATION OF PARKS - SOUTHERN HEIGHTS PARK**



Image below is a color aerial photo of the same area as shown above.



## EXHIBIT E-3

### FORM OF SOUTHERN HEIGHTS EASEMENT ASSIGNMENT

#### AFTER RECORDING RETURN TO:

King County Real Estate Services  
King County Administration Building  
500 Fourth Avenue, Room 500A  
Seattle, Washington 98104

#### ASSIGNMENT AGREEMENT

**ASSIGNOR: KING COUNTY, WASHINGTON**

**ASSIGNEE: CITY OF BURIEN, WASHINGTON**

**LEGAL: W ½ of Lot 1, together with Lots 2-10 of Block 4, Stimson Park Division No. 1, Volume 25 of Plats, p.41, King County, Washington.**

**TAX ACCT. #: 8018600811**

**REFERENCE: Southern Heights Park**

THIS ASSIGNMENT AGREEMENT ("Assignment") is entered by, between and among KING COUNTY, a home rule charter county and political subdivision of the State of Washington ("Assignor"), and the CITY OF BURIEN, a municipal corporation of the State of Washington ("Assignee").

Assignor, for and in consideration of mutual benefits, pursuant to King County Ordinance No. \_\_\_\_\_ and that certain *Intergovernmental Property Transfer Agreement between King County and the City of Burien* as relates to various parks, dated \_\_\_\_\_, under Recording No. \_\_\_\_\_ ("Transfer Agreement"), and subject to the covenants, conditions, and restrictions described more fully herein, does hereby assign unto Assignee, all of Assignor's right, title, and interest in that certain easement recorded under King County Recording No. **7812270685** ("Easement"), copy attached hereto as **Exhibit A**; and Assignee does hereby accept said assignment under the terms and conditions set forth herein.

#### TERMS AND CONDITIONS

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to the Easement.
2. Assumption. Assignee hereby accepts and assumes all of Assignor's right, title and interest in and to the Easement and assumes all obligations of any kind or nature under the Easement that arise or have arisen prior to and after the date of this Assignment. Assignee agrees for itself, its successors, assigns and assignors hereunder, to defend, indemnify, and hold harmless Assignor, its appointed and elected officials and employees, from and against any and all claims, liability, damages, demands, suits, judgments, costs, including attorney fees and costs of defense, which are caused by, arise out of, or are incidental to any breach or violation of the terms of the Easement or this Assignment. Assignee hereby accepts and assumes all of Assignor's rights, title, interest, obligations and duties in and to the Easement, if any, and assumes all obligations of any kind or nature under the Easement that arise or have arisen prior to and after the date of this Assignment.

3. Covenants, Conditions, and Restrictions. Assignee understands, acknowledges, and agrees that this Assignment is subject to the following covenants pertaining to use, which are intended to be running covenants burdening and benefiting the parties, and their successors and assigns, and which shall run with the land for the benefit of King County and the land that makes up King County's public park, recreation and open space system, subject always to the terms and conditions set forth in the Easement. Assignee and Assignor agree that Assignor shall have standing to enforce these covenants:
  - (a) Assignee covenants that the Easement shall continue to be used in perpetuity for park or recreation purposes unless other equivalent lands or facilities within the county or the city are received in exchange therefore and the replacement lands or facilities are used in perpetuity for park or recreation purposes.
  - (b) Assignee further covenants that it will not limit or restrict access to and use of the Easement by non-city residents in any way that does not also apply to city residents. Assignee covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Easement for parks and recreation purposes.
  - (c) Assignee covenants that it shall place the preceding covenants in any deed transferring the Easement or a portion of the Easement for public park, recreation or open space uses.
4. Counterparts. This Assignment may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories shall be deemed to be one original document.
5. Applicable Law, Venue and Jurisdiction. This Assignment shall be governed by the laws of the State of Washington, without regard to its conflicts of law provisions or choice of law rules. The venue for all claims or disputes arising from this Assignment shall be the King County Superior Court. Assignee and Assignor agree to submit to the personal jurisdiction of said court.
6. No Other Amendments. Except as expressly modified or amended by this Assignment, all of the terms and conditions of the Easement remain unchanged.
7. Relation to Intergovernmental Property Transfer Agreement. Assignor and Assignee understand, acknowledge, and agree that all of the terms, covenants, representations and warranties contained in the Transfer Agreement do not merge in this Assignment, but survive the Assignment and continue in force subject to the terms and conditions set forth in the Transfer Agreement.
8. Exhibits. There is one (1) exhibit to this Assignment, which is Exhibit A, the Easement.

EXECUTED as of the date last written below.

**Assignor:**

**Assignee:**

**KING COUNTY**

**CITY OF BURIEN**

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
King County  
Deputy Prosecuting Attorney

**NOTARY BLOCKS APPEAR ON FOLLOWING PAGE**



The City and the County agree that this Exhibit E-4 governs the deposit or release of hazardous materials on Arbor Lake Park. The City and the County agree that Article 4 of the Agreement governs the deposit or release of hazardous materials on Hazel Valley Park, Hilltop Park, Puget Sound Park, Salmon Creek Park, and Southern Heights Park.

E-4.0 Environmental Liability related to Arbor Lake Park

E-4.1 Nothing in this Agreement is intended to or shall operate to waive any statutory claim for contribution that the City might have against the County that arises under federal or state environmental statutes.

DRAFT

**CITY OF BURIEN  
AGENDA BILL**

<b>Agenda Subject:</b> Discussion on King County –Seattle Public Health Grant - “Communities Putting Prevention to Work”.		<b>Meeting Date:</b> April 5, 2010
<b>Department:</b> Parks, Recreation & Cultural Services	<b>Attachments:</b> 1. Letter of Intent Guidance	<b>Fund Source:</b> N/A <b>Activity Cost:</b> N/A <b>Amount Budgeted:</b> N/A <b>Unencumbered Budget Authority:</b> N/A
<b>Contact:</b> Michael Lafreniere, Director		
<b>Telephone:</b> 206-988-3703		
<b>Adopted Initiative:</b> Yes      No      X	<b>Initiative Description:</b> N/A	
<p><b>PURPOSE/REQUIRED ACTION:</b> The purpose of this agenda item is to discuss a grant opportunity available through Seattle-King County Dept. of Public Health; the grant is entitled “<i>Communities Putting Prevention to Work</i>” (CPPW).</p> <p><b>BACKGROUND (Include prior Council action &amp; discussion):</b> The Seattle-King County Dept. of Public Health has issued an RFP and is soliciting Letters of Intent (see attached) from organizations to apply for funding to change policies, systems and environments to promote healthy eating and active living. The two-year grant is funded through federal stimulus funds.</p> <p>The long term goal of this initiative is to reduce the incidence of overweight children and adults, as well as obesity generally, and to improve health. Public Health is particularly interested in promoting changes that will reduce economic, ethnic and geographic health inequities in King County. The CPPW funds will pay for the completion of changes in policies, systems and environments that affect health at the population level.</p> <p>The CPPW Initiative includes five evidence-based strategies that would improve health behaviors by changing community environments. Examples of interventions within these strategies include increasing access to healthy foods, improving physical education in schools, promoting physical activity through supportive built environments and transportation policy, and/or reducing unhealthy foods and drinks in communities. It is important to note that the focus of the grant is on policy development and implementation, not new programs and services.</p> <p>This grant opportunity has recently been considered in the context of discussions Councilmembers Clark and Keene are having with representatives of adjacent jurisdictions and the Highline School District about the possibilities for collaboration on matters of mutual interest. If the City is to develop and submit a proposal by May 20, it will need to send a Letter of Intent outlining the City’s proposed request by April 14.</p> <p><b>OPTIONS (Including fiscal impacts):</b>  N/A</p>		
<b>Administrative Recommendation:</b> Hold discussion regarding the Health Dept. grant; provide direction to staff.		
<b>Committee Recommendation:</b> N/A		
<b>Advisory Board Recommendation:</b> N/A		
<b>Suggested Motion:</b> None required.		
Submitted by: <b>Administration</b> _____ <b>City Manager</b> _____		
<b>Today’s Date:</b> March 29, 2010		<b>File Code:</b> \\File01\records\CC\Agenda Bill 2010\040510pks-1 Health Grant LOI.docx

# Communities Putting Prevention to Work

## Funding Policy, System and Environment Changes that Make the Healthy Choice the Easy Choice

### Healthy Eating, Active Living Letter of Intent Guidance

### For School Districts, Local Governments and Community Organizations in King County

#### Overview

Public Health-Seattle & King County (Public Health) is soliciting Letters of Intent (LOI) to apply for funding to change policies, systems and environments to promote healthy eating and active living. Our long term goal is to reduce overweight and obesity and improve health. We are particularly interested in changes that will reduce economic, ethnic and geographic health inequities in King County. Inequities mean that some groups, depending, for example, on where they live, or what their income is, have fewer fruits and vegetables in their diets and less access to physical activity.

Please see our companion LOI Guidance for the tobacco prevention grant and information on our website about an economic development fund to support local businesses in providing healthy, affordable food in underserved neighborhoods. A separate contracting process will be used to support a large-scale media campaign but small scale media activities are eligible through this request for proposals (RFP).

We **STRONGLY** encourage potential applicants to submit a letter of intent. The purpose of the LOI is to allow Public Health to encourage a set of applications that will lead to a set of focused and coordinated funded strategies. If we are able to review LOIs in advance of receiving full proposals, we can maximize the potential for coordination and collaboration, and assure that proposed activities meet the eligibility criteria for funding.

If your organization submits a LOI, you will receive a 10% bonus when we calculate your final proposal score. In addition, our staff will be able to provide technical assistance to help you shape your application and help you identify community partners to link activities with. **We are not able to provide technical assistance once the RFP has been released so we urge you to submit the letter of intent and receive pre-application technical assistance.** Please request technical assistance as soon as possible so that we will have enough time to provide you with the requested support.

We reserve the right to solicit additional applications after reviewing the LOIs in order to assure that the set of funded activities includes sufficient breadth of approaches and communities.

#### Communities Putting Prevention to Work Background

Public Health-Seattle & King County (PHSKC) encourages interested school districts, local governments, community organizations and organizations interested in supporting our small food retail initiative to submit an LOI and a proposal to apply for funds under the Centers for Disease Control and Prevention (CDC)'s initiative called Communities Putting Prevention to Work (CPPW). The CPPW initiative is part of the American Recovery and Reinvestment Act of 2009 (ARRA). PHSKC will release up to \$6.75 million in funds under this initiative. PHSKC received a \$15.5 million award; approximately 70% will be contracted and 30% will support the department. More information is at [www.kingcounty.gov/health/cppw](http://www.kingcounty.gov/health/cppw).

## Timeline

March 24, 2010	Release guidance for letters of intent, technical assistance is available, email <a href="mailto:cppw@kingcounty.gov">cppw@kingcounty.gov</a> to request.
March 26	Community information session, 10 am to noon Puget Sound Education Service District (ESD) 800 Oakesdale Ave. SW, Renton, WA 98057-5221 425-917-7600
April 14, 5 PM	Letters of intent (LOIs) due
April 22	Release RFP, technical assistance is available
Date(s) to be determined	Bidders' conferences
May 19	Technical assistance stops
May 20, 5 PM	Proposals due
May 21 to June 14	Selection process
June 15	Notification of awards (estimate)
June 16 to June 30	Contract negotiations
July 1, 2010	Contracts begin
Feb 24, 2012	Contracts end, no funding extensions will be available

## Rapid policy, system and environment changes are desired

The CPPW funds will pay for the completion of changes in policies, systems and environments that affect health at the population level within the 20-month funding period. CPPW includes five evidence-based strategies that will have a profound combined influence on improving health behaviors by changing community environments. These are Media, Access, Point of decision information, Price, and Social support/services (MAPPS).

Examples of interventions within these strategies include increasing access to healthy foods, improving physical education in schools, promoting physical activity through supportive built environments and transportation policy, and/or reducing unhealthy foods and drinks in communities. These are only examples and are not meant to indicate preference for these versus other eligible strategies and interventions. Please refer to Appendix A for a listing of eligible strategies and interventions.

While we encourage applicants to apply for strategies in the list in Appendix A, innovative and evidence-based ideas that are not on the list will also be considered. The applicant must provide justification for proposing an activity not on the list that includes information showing that it will be effective (e.g. evaluation data, recommendation by expert guidelines) that it meets a community need identified by community assessments, as well as meeting the

selection criteria used to assess all RFP applications.

The RFP's emphasis is on supporting activities that can create and implement policy, systems and environmental change in a short timeframe (20 months); that can start immediately after funding is awarded; that build on current activities and capacities, that are linked with other similar projects and that will create lasting change. More information and examples of such activities are at [www.kingcounty.gov/health/cppw](http://www.kingcounty.gov/health/cppw).

The RFP will provide applicants with resources to make measurable changes in policy, systems and environments within the 20-month period. The deliverables will be the policy, system and environmental changes accomplished by the applicants.

### **Definitions:**

- **Policy change-** changing and enforcing laws or regulations that facilitate healthier behaviors. Examples: a school district adopts and implements nutrition standards for all food sold and offered in schools and a city or county enacts a privilege tax or fee on sugar sweetened beverages.
- **System change-** changing the policies and practices of institutions to support and facilitate healthier behaviors. Examples: a school district modifies its food procurement practices to offer more fresh fruits and vegetables in their cafeterias or sets standards for physical education.
- **Environmental change-** modifying the environment (social, physical or built) to facilitate healthier behaviors. Example: cities use planning processes that support sidewalks and multi-use zoning so that stores and parks that become walking destinations in residential neighborhoods.
- **Strategy-** a plan of action designed to achieve a particular goal. It describes in broad terms how things will be accomplished, how we are going to get things done.
- **Activity-** a specific project that directly works to implement a particular strategy.

### **Linked Approaches and Focus Communities**

We encourage school districts, local governments and community organizations working with the same community (a neighborhood, city or demographic group) to partner to submit LOIs that link to each other. Coordinated LOIs, one from each partner, may be submitted separately or together and should reference the other partners.

An important goal of the CPPW is to reduce health inequities by focusing on communities with the greatest disadvantage. We are particularly interested in getting proposals from focus communities that bear a disproportionate burden of obesity and related health problems. At least half of the RFP funds will go to these focus communities, which are Auburn, Burien, Des Moines, Federal Way, Kent, Renton, Tukwila, SeaTac, White Center, Southeast Seattle, Central Seattle and the Delridge area of Seattle. See [www.kingcounty.gov/health/cppw/focus](http://www.kingcounty.gov/health/cppw/focus) for maps and health measures in these places.

## Amount of funds available

The total amount available is \$6,750,000 for the entire 20 month period.

Sector	Projected Number of awards	Average award (20 months)	Maximum award
School districts	8 to 12	\$300,000	\$500,000
Local government	10 to 12	\$175,000	\$300,000
Community organizations	10 to 12	\$175,000	\$300,000

Contracts will run from July 1, 2010 to Feb 24, 2012. Awards may not be used to supplant funding for existing activities.

## Who can apply

Public school districts, city governments, units of county government and community organizations are eligible to apply. For cities, either the city as whole or individual departments may apply; separate applications from departments will be viewed in the context of applications from other departments from the same city. Organizations that have a religious affiliation will be required to provide assurances that activities are open to all regardless of their religious background.

## Direct services are important but are outside the scope of this RFP

Although individual and group level education and services, along with capacity building and program development, are important to improving the health of communities and will continue to be important to PHSKC's work, they are not a focus of this RFP. Services and programs are not eligible for funding. If you have questions about whether or not your proposed project is eligible, please send an e-mail to [cppw@kingcounty.gov](mailto:cppw@kingcounty.gov).

## Letter of Intent instructions

Please submit an LOI, not exceeding the indicated word limits per table, single spaced, 12 point or larger Arial or Times New Roman font, **using the attached LOI form** that provides the following information:

1. Name, address and Director of organization requesting the grant
2. Name, title, phone number and email address of contact person within the organization
3. Type of applicant (school district, local government, community organization)
4. Focus area where intervention will take place, including demographic information
5. Organization capacity for rapid implementation
6. Approximate budget request
7. Check list of all MAPPS strategy(ies) selected by applicant
8. For each proposed strategy (policy, system or environment change) describe:
  - a. Policy, system or environment change proposed
  - b. Related MAPPS strategy
  - c. Rationale for selecting
  - d. Expected completion date
  - e. Partners, collaborators and/or subcontractors and their roles
  - f. Experience working with population(s)

- g. Experience accomplishing a similar policy, system or environment change
- h. Description of how change will be sustained after funding ends

### **Where to submit LOI and due date**

Submit one copy of the LOI. LOI's may be hand delivered, mailed, faxed or e-mailed to:

Karen Hartfield, Program Manager  
Public Health-Seattle & King County  
401 5<sup>th</sup> Ave, Suite 900  
Seattle, WA 98104

Fax: 206-296-0177, E-mail: [karen.hartfield@kingcounty.gov](mailto:karen.hartfield@kingcounty.gov)

LOIs must be received by 5:00 PM on Wednesday, April 14, 2010.

### **Questions and Technical Assistance**

While you are writing a LOI and after LOIs are due on April 15th, you can request technical assistance through [cppw@kingcounty.gov](mailto:cppw@kingcounty.gov). Technical assistance includes help in identifying policy, systems and environmental changes and resources on activities that are fundable by CPPW. After reviewing LOIs, we will also get in touch with applicants where we see the opportunity for linked proposals or the opportunity to fill in gaps in the strategies proposed by applicants. Please submit your questions to [cppw@kingcounty.gov](mailto:cppw@kingcounty.gov) and we will triage them to the appropriate staff member. After April 22, please direct all inquiries to Jeffrey Brown, Contract Officer, who will triage them to the appropriate department staff. Answers will be posted to a FAQ (frequently asked questions) list on the department's CPPW website, [www.kingcounty.gov/health/cppw](http://www.kingcounty.gov/health/cppw).

### **Appendices with additional information are provided**

- Appendix A—MAPPS strategies
- Appendix B—MAPPS strategies for school districts
- Appendix C—MAPPS strategies for local governments
- Appendix D—MAPPS strategies for community agencies