CITY COUNCIL MEETING AGENDA

April 12, 2010

SPECIAL MEETING, Miller Creek Conference Room, 3rd Floor
For the purpose of holding an Executive Session to discuss litigation
5:45 p.m.
Followed by interviews for the Parks & Recreation Board
6:10 p.m.
and
Council Meeting
7:00 p.m.
Burien City Hall, Council Chambers
400 SW 152nd Street, 1st Floor
Burien, Washington 98166

		PAGE #
1. CALL TO ORDER	**2. PLEDGE OF ALLEGIANCE**	**3. ROLL CALL**
4. AGENDA CONFIRMATION		
5. PROCLAMATION	a. Proclamation Recognizing Northwest Children's Fund on its 25th Anniversary and Proclaiming April 2010 Child Abuse Prevention Month in the City of Burien.	3.
6. PUBLIC COMMENT	To receive comments on *topics other than public hearing topics.* Individual will please limit their comments to three minutes, and groups to five minutes.	
7. CORRESPONDENCE FOR THE RECORD	a. Email Dated March 29, 2010, from Gary Christianson Regarding Continued Concern about Shoreline Master Program Update Process.	5.
	b. Written Public Comments for Meeting of March 29, 2010, from Bob Edgar Regarding Road Overlay.	7.
	c. Response from Mike Martin, City Manager, to Written Public Comments for Meeting of March 29, 2010, from Chestine Edgar Regarding Proposed Street Overlay Program.	9.
	d. Response from Mike Martin, City Manager, to Memo Dated March 30, 2010, from Bob Edgar Regarding Special Council Meeting of March 29, 2010.	11.
	e. Response from Lisa Clausen, Government Relations Specialist, to Letter Dated March 30, 2010, from Barbara Vannier Regarding Adult Entertainment Business.	15.

PROCLAMATION

Of The City of Burien,
Washington

A Proclamation recognizing Northwest Children's Fund on its 25th Anniversary and proclaiming April 2010 Child Abuse Prevention Month in the City of Burien.

Whereas the Burien City Council believes children are our most valuable asset; and

Whereas the City of Burien strives to provide the best environment in which children can thrive; and

Whereas the City wishes to promote nurturing, safe and healthy homes for all children; and

Whereas during periods of economic challenge families feel more vulnerable, and, as a result, child abuse and neglect increase; and

Whereas research shows that for every dollar spent on child abuse and neglect prevention and intervention our state saves many times that amount on after-the-fact expenses such as protective services, counseling, criminal justice and special education; and

Whereas Northwest Children's Fund, a nonprofit that funds child-welfare programs around the Puget Sound region, has distributed nearly $10 million dollars to end child abuse and neglect by supporting programs for at-risk children and their families; and

Whereas Northwest Children's Fund has focused on healing abused children, helping at-risk youth and strengthening fragile families since 1985;

Now therefore the Burien City Council recognizes Northwest Children's Fund for its 25 years of commitment to ending child abuse and neglect in our community and proclaims April, 2010 Child Abuse Prevention Month in the City of Burien; and

Be it further resolved that the Burien City Council encourages Burien residents to support children's physical, emotional and spiritual development and to help end child abuse and neglect by supporting at-risk youth and fragile families at every opportunity.

Dated this 12th day of April, 2010.

Mayor Joan McGilton
Councilmember Brian Bennett
Councilmember Lucy Krakowiak
Councilmember Gordon Shaw

Deputy Mayor Rose Clark
Councilmember Jack Block, Jr.
Councilmember Kathy Keene

City of Burien

Joan McGilton
Mayor

Lisa Clausen

From: Public Council Inbox
Sent: Monday, March 29, 2010 4:21 PM
To: 'Gary Christianson'
Subject: RE:

Mr. Christianson,

Thank you for your email. It will be made a part of the Correspondence for the Record and will be included in the next Council agenda packet.

Janet S.

From: Gary Christianson [mailto:garychr@msn.com]
Sent: Monday, March 29, 2010 1:23 PM
To: Susan Coles
Cc: Public Council Inbox
Subject:

To:
Members of the Burien Planning Commission
Members of the Burien City Council

From Gary Christianson
15625 Maplewild Ave. SW
Burien, WA 98166
March 29, 2010

I'm writing to express my continued concern about the process the city is engaged in to update the Shoreline Master Program. First, the process itself – the Planning Commission has not responded to a petition with hundreds of signatures asking that the process be slowed down so all important issues can be given due consideration with input from affected citizens. Instead the Commission has stepped up its schedule, and even held a meeting at which important decisions were made with only three Commission members present (March 16).

My primary concern is the proposed language in the SMP relating to marine shoreline bulkheads. Letters have been written, testimony given, solutions suggested, and alternative language offered, which as near as I can tell has been largely ignored. Many shoreline owners are concerned that if their bulkheads were damaged or destroyed they would not be able to repair or replace them unless the absence of a bulkhead would result in a primary residence falling into the water. State law, unlike Burien's proposed SMP Update, provides for bulkheads to protect "appurtenances" and "legally existing shoreline uses" in addition to protecting primary residences.

The SMP update fails to make clear that owners will be able to repair their bulkheads. This is essential to preserving the value of our properties and being responsible homeowners. To not be able to do so would seriously reduce the value of many shoreline properties. If the Planning Commission this week wraps up what it and city staff consider to be its responsibility in this process I would respectfully ask that the City Council take the time to listen to and address all citizens' concerns when it takes up the SMP Update.

Thank you,
Gary Christianson

GTR: 04/12/10

CITY OF BURIEN, WASHINGTON

Written Public Comments For Meeting Of 3/29/10

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.

Road overlay —

Does the city of Burien currently have a large enough road crew to perform the job? Is there an opportunity to require that local citizens have the ability ~~to~~ to be hired for this or some level of work? ~~Even~~ Even part time?

Name: Bob Edgar

Address: 1264 Shorewood Dr SW

City / Zip Code: 98146

Telephone:

CFTR: 04/12/10

CC: Public Works - FYI, City Manager response.

r:\cc\form\written citizen comments form

BURIEN

Burien

Washington, USA

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

April 7, 2010

Chestine Edgar
1811 SW 152nd St
Burien, WA 98166

Dear Ms. Edgar:

This letter concerns the written public comments which you submitted for the Burien City Council meeting of March 29, 2010.

Your comments have been provided to the Public Works Department. Information related to the asphalt overlay situation in Burien will be presented and discussed at upcoming City Council meetings.

Thank you for your interest in the City's infrastructure needs.

Respectfully,

Mike Martin
City Manager

CITY OF BURIEN, WASHINGTON

Written Public Comments For Meeting Of March 29, 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.

(1) (a) What are the specific differences between 80 and 80+ in Street improvement?
(b) What PCI level for street construction will BABS issue bonds for?
(2) Applying the funding model used on the Proposed Street Overlay Program Chart, for the 80+ model, what would the 80 model look like:
+ How many million total cost?
+ Starting in 2012 to 2029 how much would the annual cost be? — K?
(3) When we write contracts on roadwork, are we going to put in penalities for work not completed on time by contractors? The situation that happened on 1st Ave. should never happen again.
(4) To qualify for grants we only need to have PCI 70 road standard, Why wasn't the 80+ model applied to a display for a 70? What would 70 look like? Why not look at it?

Name: C. Edgar

Address: 1811 SW 152nd St

City / Zip Code: Burien 98166

Telephone: Email

CFTR: 04/12/10
cc: Public Works - FYI
City Manager - Reply.

r:\cc\form\written citizen comments form

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April 7, 2010

Bob Edgar
126784 Shorewood Dr SW
Burien, WA 98146

Dear Mr. Edgar:

This letter concerns the written public comments which you submitted for the Burien City Council meeting of March 29, 2010, as well as the memorandum dated March 30 regarding the Special Council Meeting of March 29, 2010.

Your comments have been provided to the Public Works Department. Information related to the asphalt overlay situation in Burien will be presented and discussed at upcoming City Council meetings.

Thank you for your interest in the City's infrastructure needs.

Respectfully,

Mike Martin
City Manager

To The Burien City Council
From Robert Edgar
Re Special Council Meeting of March 29, 2010
March 30, 2010

I am wondering why the $5 million street repave project in the North Highline Area (see attached article) was not mentioned at this special meeting? It seems germane to the topic of road repair. How will this next grant for North Highline work together with the Build America Bonds? How much will the city have to match to get the $5 million grant funding? And how much will this add to our future debt load? Additionally, what roads in North Highline will be covered by the $5 million grant and at what PCI level? I would appreciate if these things were included in the next discussion on the street overlay program.

CFTR: 04/12/10
cc: Public Works and Finance - FYI; City Mgr response

North Highline Unincorporated Area Council talks annexation(s)

February 5th, 2010 Tracy Posted in Annexation, Hicks Lake, North Highline UAC, White Center news, burien 27 Comments »

From Thursday night's meeting of the **North Highline Unincorporated Area Council**, held as usual in the **North Highline Fire District** headquarters on SW 112th – The meeting included discussions of both the impending Burien annexation of North Highline South (NHS), and the possible Seattle-annexation vote in what we suppose we can call North Highline North (NHN).

BURIEN ANNEXATION UPDATE: Burien City Manager **Mike Martin** took centerstage to provide updates to NHUAC – first, what'll be happening before the scheduled April 1st date for NHS. During "the last three weeks of March," Martin said, there'll be a survey in the area, including door-to-door canvassing, to make sure residents know what's ahead. City finance managers will be presenting an "annexation budget" soon. Burien leaders plan to "sit down with the community and talk zoning" soon, since obviously moving into a new jurisdiction means different standards and different jurisdictions. Martin also said Burien is pursuing money in the "second round of (federal) stimulus" to repave "most of the streets in the annexation area"; that could cost up to $5 million, he said, but it's a "shovel-ready" project, so they are hopeful they'll get the grant: "It would radically change many of the roads up here almost instantly."

He also said the King County Sheriff's Office is "doing some reorganization to meet the needs of the annexation," but overall vowed to keep a promise made during the public forums that preceded the annexation vote – "This is going to be seamless … the level of service up here will be equal to or better than it was before," with policing services likely featuring "the same people driving the same vehicles, just with new decals on them."

Not so seamless, he said, is the transition for the parks, following the kerfuffle over Puget Sound Park, plus some transition issues, he said, involving the new county administration. And he noted that for the first time in years, Burien is hiring a fulltime city attorney. (Side note, Martin was not the only Burien leader present at the NHUAC meeting; City Councilmember **Kathy Keene** was there too.)

BURIEN

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April 7, 2010

Barbara Vannier
2231 SW 114th St
Burien, WA 98146

Dear Ms. Vannier:

Thank you for writing to the Burien City Council. Your correspondence to the Council members, received on April 2, 2010, has been referred to me for response.

It appears that you have seen or heard misinformation regarding an adult entertainment business in the newly-annexed area of Burien. I have been advised by the City's Community Development staff that the Burien City Council has not voted to allow adult entertainment within the annexed area of the City. The Council's action on this zoning matter was incorrectly reported in the news. The Council has not approved the location of any adult entertainment business anywhere within the City's borders, including the recently annexed area.

Thank you for taking the time to write to the Burien City Council. If there are any questions about this or other zoning matters, please contact the Community Development Department at 206-248-5510.

Sincerely,

Lisa Clausen

Lisa Clausen
City Manager's Office

cc: Burien City Councilmembers
Burien Community Development Department

March 30, 2010

Burien City Council
400 SW 152nd St.
Burien Town Square
Burien WA 98166

Dear Council Members,

Your maneuver to stick the newest annexed area with a NIMBY project on the same day we officially become annexed to Burien was an amazing April Fool's Day joke. Unfortunately, It isn't a joke, is it? Instead, a questionable business will probably be sited in the midst of a residential neighborhood within a half-mile of three schools and a library patronized by young people. We don't need an adult entertainment business here.

I am really disappointed it was voted on and passed with no warning or input from the neighbors. A clever maneuver comes across as a sneaky move. I'm sorry I cannot take back my vote to join you.

Sincerely, Barbara Vannier

Barbara Vannier
2231 SW 114th ST.
Burien, WA 98146

CFTR:
PC: 04/02/10
CC: Community Development - FYI
L. Clausen Response

Lisa Clausen

From: Public Council Inbox
Sent: Friday, April 02, 2010 3:11 PM
To: 'Marco Spani'
Subject: RE: Burien and Haltern am see

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

Lisa Clausen
City Manager's Office

-----Original Message-----
From: Marco Spani [mailto:mspani@cpnw.com]
Sent: Friday, April 02, 2010 10:47 AM
To: Public Council Inbox
Subject: Burien and Haltern am see

Dear Councilmembers
Please see the attached letter concerning Lake Burien...

Marco Spani
3761 SW 171st
Burien, WA 98166

CFTR: 04/12/10

I'm sure Boris Seiverts is a nice guy, but his "letter to Burien about its lake" is WAY off the mark. Let's start with some facts about Burien and the city he makes a comparison with, Haltern am See, Germany.

Haltern am See is a rural town with a population of around 38,000 people in 61 sq. miles of land area and a population density of 621 people per sq. mile. The "lake" is a reservoir created by a dam built in 1930 that holds over 700 million cubic feet of water for distribution to surrounding communities. The extensive shoreline is largely undeveloped. Haltern has no other shoreline.

Burien is an urban city with a population of around 31,000 people in 7.4 sq. miles of land area and a population density of 4,287 people per sq. mile. Lake Burien is a natural lake that is a very small fraction of the size of the Haltern See. The shoreline is fully developed with homes. Burien owns Seahurst Park including approximately one mile of Puget Sound shoreline that is largely undeveloped.

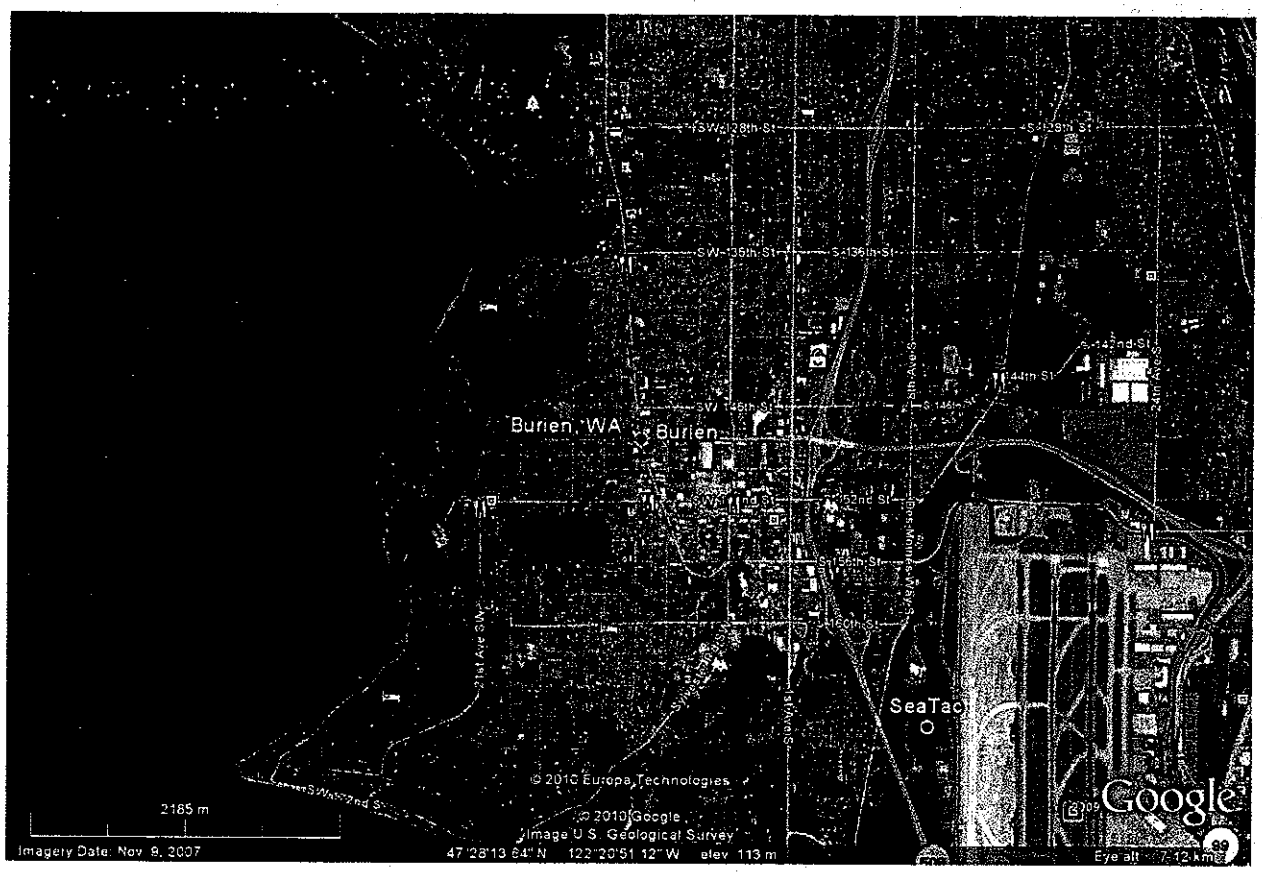
Perhaps we should build a dam on Lake Burien? Or rename the city "Burien on the Sound", so our home prices will double, as happened in Haltern? Mr. Sieverts' letter suggests public access at Lake Burien would not harm the water quality of the lake if the city took the right approach, such as providing a public bath, with attendants. I wonder why property owners near public access locations on Puget Sound are always picking up garbage left by the public. Must be the lack of attendants. Mr. Sieverts may have relatives here, but he knows nothing about Burien or issues relating to the conflict between public access and private shorelines. If you are going to print an article that goes on for 3 pages in your paper, at least make it something relevant to our community.

Sincerely,

Marco Spani

Haltern am See, Germany from elevation approx. 1 mile

Burien WA from elevation approx 1 mile



CITY OF BURIEN, WASHINGTON

Written Public Comments For Meeting Of 4/5/2010

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.

Please include the attached comments as part of the public record for this Council meeting

Name: Bob Edgar

Address: 12674 Shorewood Dr SW

City / Zip Code: Burien 98146

Telephone: —

CFTR: 04/12/10

r:\cc\form\written citizen coments form

April 5, 2010

Bob Edgar, 12674 Shorewood Dr SW, Burien

The Shoreline Master Program is being passed on to the Council for review.

The Planning Department has drafted a schedule by which the Council might review the SMP. The schedule is thoughtfully laid out, with six meetings covering a period of 11 weeks and includes a couple of Public Hearings. There appears to be ample time for meaningful discussion, understanding and review. I would caution the Council about depending solely on Public Hearings and written comments as a means of rationalizing that "public involvement" has occurred. The three minute sound-bites are only one-way and the focus is less on the quality of the involvement and more on churning people through the Process.

During this evening's discussion of the SMP review schedule, I would like to suggest that the Council explore ideas on how some of the meetings during this 10 -11 week period can be designed to be more inclusive, open to dialogue and include direct interaction between the Council and the citizens.

Thank you.

BURIEN MARINE HOMEOWNERS ASSOCIATION

A non profit corporation

P O Box 300

Seahurst, WA 98062

April 5, 2010

Mayor and City Council

City of Burien

400 SW 152nd Street

Burien, WA 98166

Re: Draft shoreline master program

Greetings to the Mayor and Council members:

Our members are homeowners on the city's marine shoreline. On your agenda this evening is the adoption of the process for your analysis and adoption of amendments to the city's shoreline master program. We offer these suggestions for your process.

Involve your counsel. This is an important piece of legislation that requires clarity. Clarity is independent of substance. The draft you have received from the planning commission is not well written. We ask that your counsel have the lead in drafting this document. This level of involvement must be much more than a superficial review.

Non-conforming structures. Under the current draft 181 marine shoreline residences will become non-conforming structures. The planning commission has recommended this draft to you without sufficient analysis and consideration of existing residential shoreline development or the consequences of creating this non-conformity. There has been no analysis of what this will do to our property values or to the city's tax revenues. The Council needs to take a hard look at these consequences.

Regulation vs. taking. From the very beginning of land use regulation there has been a tension between allowable regulation and a constitutional taking that requires compensation. The Council needs to take a hard look at the regulatory takings issue. The DOE regulations for the implementation of the Shoreline Management Act recognize this tension and reference a memorandum prepared by the state's attorney general. This thoughtful memorandum is entitled "Recommended Process for Evaluation of

CFTR: 04/12/10

Proposed Regulatory or Administrative Actions to Avoid Unconstitutional Takings of Private Property." This memorandum is available on the city's web site as part of the SMP materials.

EHB 1653. This bill was signed on March 18, 2010 and became effective on the same date. With this law the legislature has revised the Growth Management Act and the Shoreline Management Act to clarify the standard to be applied by Burien when adopting regulations that protect critical areas within the regulated shoreline. The current draft SMP needs to be revised to meet the requirements of this new law. For example those portions of the planning commission draft that incorporate GMA critical area regulations by reference will need to be revised or eliminated. Your counsel can help with this. Furthermore the law reinforces the legislature's intent to avoid creation of non-conforming structures during the shoreline master program update process.

BMHA redline. Our group prepared a redline version—one containing strikeouts and deletions—of the city's SMP draft for the planning commission. Our redline is no longer up to date because the planning commission amended the SMP before passing it along to you. In the next week or so we will have an updated redline based upon the draft now before you.

BMHA presentation. Our group has or will hire technical and financial experts to help us present our issues. The technical experts will address the "no net loss of ecological function" SMA requirement and the financial experts will address the financial impacts to our properties and loss of tax revenues. Should you wish, we will have our experts make a presentation for you. We could do such a presentation as part of an official meeting or as a workshop.

Those of us who live on the water realize that we are blessed and with that the blessing comes the responsibility of stewardship. We want to do our part to reduce the impact of urbanization on Puget Sound. We can help the city make its SMP better for everyone.

Very truly yours,

Ronald A. Franz

Vice president for legal affairs

Burien Marine Homeowners Association

To: Burien City Council

400 SW 152nd St
Suite 300
Burien, WA 98166

Subject: proposed Shoreline Master Program update

I am sending this to insist that the City Council seek public comment for at least 90 days and conduct at least three open public forums on the Shoreline Master Program update.

I strongly disagree with a non-conforming designation being placed on my home and wish to avoid the significant problems caused by this designation regarding increases in restrictions and costs for renovations and repair, the loss of property value, and difficulty in selling.

I request that you leave existing structures in their current designation of "conforming" and that you not restrict and compromise my property boundaries with new setbacks or buffer zones.

Signed

Shawn Rischardson

CFTR: 04/12/10

To: Burien City Council

400 SW 152nd St
Suite 300
Burien, WA 98166

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Signed Darrell D. Williams

Darrell & Barbara Williams

CFTC: 04/12/10

RECEIVED
APR 05 2010
CITY OF BURIEN

To: Burien City Council

400 SW 152nd St
Suite 300
Burien, WA 98166

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Signed

Willian & Janet Younger

Wm D Younger
Janet D. Younger

CFTC 04/12/10

To: Burien City Council

400 SW 152nd St
Suite 300
Burien, WA 98166

Subject: proposed Shoreline Master Program update

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Signed

Gay and Joane Evanger

Joan Evanger

CFTR: 04/12/10

To: Burien City Council

400 SW 152nd St
Suite 300
Burien, WA 98166

Subject: proposed Shoreline Master Program update

I am sending this to insist that the City Council seek public comment for at least 90 days, conduct at least three open public forums on, and support changes to the current Shoreline Master Program update.

I strongly disagree with a non-conforming designation being placed on my home and wish to avoid the significant problems caused by this designation regarding increases in restrictions and costs for renovations and repair, the loss of property value, and difficulty in selling.

I request that you leave existing structures in their current designation of "conforming" and that you not restrict and compromise my property boundaries with new setbacks or buffer zones.

Signed
Brian & Jeryl Finch
Brian & Jeryl Finch

CFTR: 04/12/10

To: Burien City Council

400 SW 152nd St
Suite 300
Burien, WA 98166

Subject: proposed Shoreline Master Program update

I am sending this to insist that the City Council seek public comment for at least 90 days, conduct at least three open public forums on, and support changes to the current Shoreline Master Program update.

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I request that you leave existing structures in their current designation of "conforming" and that you not restrict and compromise my property boundaries with new setbacks or buffer zones.

Signed

Kris & Mollie Jensen

CFR:04/12/10

RECEIVED
APR 07 2010
CITY OF BURIEN

To: Burien City Council

400 SW 152nd St
Suite 300
Burien, WA 98166

Subject: proposed Shoreline Master Program update

I am sending this to request that the City Council seek public comment for at least 90 days and conduct at least three open public forums on the Shoreline Master Program update.

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Signed
Richard W. Roberts M.D.
Richard Roberts

Land topography in Slide areas cannot be excavated to meet other than current regs.

OFTR: 04/12/10

Lisa Clausen

From: Public Council Inbox
Sent: Monday, April 05, 2010 9:35 AM
To: 'Ryan, Andrew F'
Subject: RE: Draft Shoreline Mgmt plan

Thank you for cc'ing the Burien City Council on your correspondence. Your message will be included in the Correspondence for the Record for an upcoming City Council meeting.

L. Clausen
City Manager's Office

-----Original Message-----
From: Ryan, Andrew F [mailto:andrew.f.ryan@boeing.com]
Sent: Monday, April 05, 2010 9:05 AM
To: Mike Martin
Cc: Public Council Inbox
Subject: Draft Shoreline Mgmt plan

Mr Martin,
As you know, the Planning Commision has completed their review of the Shoreline Management Program and will be forwarding it to the City Council. Minimal citizen involvement was allowed, only 2 weeks for 1 way (citizens to commision) comments. No subsequent comments or dialogue was permitted in the public meetings. Mr Johansen, as he stated at a recent commision mtg, only included the initial written comments into his matrix that was used for the Commisions review process, thereby for all practical purposes ignoring all subsequent citizen concerns.
As I stated in City Council meeting in March, since you are the soon to be Shoreline Administrator (ref Section 20.40.125, page VI-4), I felt it prudent to request your clarification of draft langueage that may soon become part of BMC 20.
In the draft it states:
Page IV-10, Section 20.30.040, 2(a) discusses "shoreline jurisdiction", which is all property under control of the Burien SMP. It says Alterations are not allowed but then the latest revision allows "maintenance of existing conditions". I would think most peoples definition of normal yard maintenance would include weeding pruning, trimming, but under definitions, section 20.40.000, pg VI-1, Alteration , specifically precludes those activities. Mr Johansen, in response to a question from Mr Clingan, said, something to the effect of " pruning your rose bushes is probably ok, but tree branches are not". How the hell are we supposed to know what's "allowed" with responses like that? It is certainly not clear in the written documentation. How much minutia do we need to get into here? What's an existing condition, a dandilion that was not apperant a week ago, but now is - is that an existing or a new condition? Does removal of that weed cause a loss of ecological function? Bottom line - what is acceptable vs not acceptable?
Paragragh 2(b) is more specific and says NO Alterations (the revision for maintenance was not included within the 150' shoreline vegetation buffer w/o a vegetation mgmt plan) But then Para 2(c) states that alterations w/i the 50' shoreline riparian buffer shall (mandatory) comply with i. "shall provide veg mgmt plan " - I'm guessing these things can run thousands of dollars, this is an absolutely absurd requirement for someone doing normal yard maintenance or minor home repairs.
iii. must mimic natural conditions - does this mean if you pull your dandilion or cut ivy you need to re-landscape with all native trees, shrubs, and groundcover (see iv. below) iv. "Vegetation planting areas planting areas shall consist of mix of native trees, shrubs, and groundcover ". Does this mean I can't plant flowers, vegetables, or have fruit trees if I make any alterations (i.e. - weed or prune)?

CFTR: 04/12/10

vi. "Lawn is a prohibited vegetation...." - does this mean I can no longer have a lawn if I choose to mow it? (I'm assuming mowing is same as cutting which would fall under the definition of "Alterations"? (or if I "alter" something else?)
H. "Hand removal of noxious weeds or invasive vegetation may be allowed w/o approval of a vegetation mgmt plan.... Following a consultation with the shoreline administrator...." It sounds like I can pull noxious weeds in the 50' shoreline riparian buffer after talking w/ you. But in the 150' shoreline vegetation buffer but I can do maintenance, as long as I don't do alterations, and if I'm in the shoreline jurisdiction (which is defined as all property regulated by City of Burine SMP). Does this sound confusing to anyone but me? What does this mean?
The overall goal is good, and it would make sense for these types of regulations to appy to new construction, so that new work sites did not devestate and diminsih the surrounding vegetation, damage the ecology, etc. But there are few of those properties around. These rules should just apply to major new development with a different set developed for existing developed properties. The majority of us that have lived here for a while take pride in mainteining our properties, performing normal yard maintenance, including pruning trees and don't need these Orwellian regulations. With Puget Sound as our front yard, we have as much, or more, interest in maintaining the ecological functions as anyone, but this is regulation is extreme overkill in my opinion.
If you could please clarify what is allowed and what buffers apply in the new revised draft SMP, I would greatly appreciate it.
In the meantime, I'll continue performing a basic right of private property ownership, normal yard mainentance, as I have for the past 10 years w/o your assistance. This potential TAKING of my property rights has slowed my progress however as it's hard working one handed when the other one is giving the one-fingered salute of contempt in the general direction of city hall. This regulation, as written, is unclear and absolutely ridiculous.

Sincerely
Andrew Ryan

Burien

Washington, USA

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

April 8, 2010

Dear Planning Commissioners:

Thank you for completing your work updating Burien's Shoreline Master Program (SMP). In the coming months the City Council will be building upon your hard work to adopt the best possible SMP for our community.

The City Council recognizes the immense effort put forth by all members of the Planning Commission to balance the complex technical issues surrounding the SMP with the interests of the shoreline property owners and the protection of our shorelines. Your willingness to devote additional evenings in March to conduct special meetings enabled the draft document to be completed on schedule. Your discussions and work on the SMP will serve as valuable resources as we move through the Council's process.

Your dedication and service to your community is greatly appreciated.

Sincerely,

Joan McGilton

Joan McGilton
Mayor

CFTR: 04/12/10

DRAFT

CITY COUNCIL MEETING MINUTES

April 5, 2010

SPECIAL MEETING, Miller Creek Conference Room, 3rd 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 152nd Street, 1st Floor
Burien, Washington 98166

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

- *Watch the video-stream available on the City website, www.burienwa.gov*
- *Check out a DVD of the Council Meeting from the Burien Library*
- *Order 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 Parks and Recreation Board interviews.

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

Administrative staff present: Mike Martin, City Manager.

No action was taken.

ADJOURN TO RECEPTION AND COUNCIL MEETING

The Special Meeting was adjourned at 6:24 p.m.

CALL TO ORDER

Mayor McGilton called the 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, Kathy Keene, Lucy Krakowiak, and Gordon Shaw.
Councilmember Jack Block, Jr., was excused.

Administrative staff present: Mike Martin, City Manager; Richard Loman, Economic Development Manager; Jenn Ramirez Robson, Management Analyst; Angie Chaufty, Human Resources Manager; Scott Greenberg, Community Development Director; and Monica Lusk, City Clerk.

AGENDA CONFIRMATION

Direction/Action

Motion was made by Deputy Mayor Clark, seconded by Councilmember Krakowiak, to affirm the April 5, 2010, Agenda.

Motion by Councilmember Bennett, second by Councilmember Keene and passed unanimously to remove Consent Agenda Item 7 "c" Motion to Adopt Ordinance No. 537, Relating to Domestic Partner Benefits, Conforming BMC Ch. 2.27 to Referendum 71 and move it to the April 12, 2010, Business Agenda as a discussion item.

A vote was taken on the original **Motion** as amended and passed unanimously.

PUBLIC COMMENT

Donald Campbell, 21 SW 134th Street, Burien
Mr. Campbell, representing the residents in his neighborhood, spoke to the speeding issue on SW 134th Street between 1st Avenue South and 4th Avenue SW. He provided his comments, a "Burien City News" article on the Neighborhood Matching Fund Grant Program, and correspondence between the City, King County and himself.

Ron Franz, 2821 SW 172nd Street, Burien
Mr. Franz, on behalf of the Burien Homeowners Association, spoke to the Shoreline Master Program drafting process.

The following public requested an open forum on the Shoreline Master Program:
John Upthegrove, 1808 SW 156th Street, Burien
Don Warren, 15702 13th Avenue SW, Burien
Bob Edgar, 12674 Shorewood Drive SW, Burien
Len Boscarine, 1600 SW 156th Street, Burien
Angus Wood, 1413 SW 152nd Street, Burien
Greg Anderson, 15451 11th Avenue SW, Burien
Linda Boscarine, 1600 SW 156th Street, Burien
Betsy Wheelock, 12203 Shorewood Drive SW, Burien

Stephen Lamphear, 12011 18th Avenue SW, Burien
Mr. Lamphear requested a further discussion on the proposed ordinance relating to domestic partner benefits because of corrections that he felt were needed.

Douglas W. Sykes, 15221 28th Avenue SW, Burien
Mr. Sykes invited all to the grand opening of the Highline Medical Center's Emergency Room and Patient Care Unit on Saturday, April 10.

Liz Giba, 10230 10th Avenue SW, Seattle
Ms. Giba stated she appreciated the signs welcoming North Burien residents to the City.

Ed Dacy, 2016 SW 146th Street, Burien
Regarding the Shoreline Master Program, Mr. Dacy suggested engaging the North Burien residents who live on Arbor Lake.

Rachel Levine, 430 South 124th Street, Burien
Ms. Levine hoped that care would be given to Arbor Lake, and thanked the City for the North Burien welcome signs.

Greg Duff, 11613 Occidental Avenue South, Burien
Mr. Duff related that the City was found to be courteous and business friendly when he spoke to a new business owner in the City.

Denise Reinke, 15734 14 Avenue SW, Burien
Ms. Reinke asked the City to consider a paved walkway in Seahurst Park allowing those using wheelchairs, walkers and canes to navigate the park.

CORRESPONDENCE FOR THE RECORD

a. Response from Tabatha Miller, Finance Director, to Email Dated March 3, 2010, from John Hickman Regarding 1st Ave. S. Underground Fee on the Light Bill.
b. E-mail Dated March 16, 2010, from Tim Greer Regarding Shoreline Management Plan.
c. E-mail Dated March 18, 2010, from Concerned Burien Citizens Regarding SMP Updates.
d. E-mail Dated March 20, 2010, from Lolly (Priscilla) Randall Regarding Annexation of Unincorporated Highline North.
e. E-mail Dated March 19, 2010, from Bob Edgar Regarding Letter to City Council-Public Process.
f. E-mail Dated March 19, 2010, from Greg Anderson Regarding SMP.
g. E-mail Dated March 22, 2010, from David Parker Regarding Annexation of North Highline.
h. Written Public Comments for Meeting of March 22, 2010, from Rebecca Lopes Regarding Annexation.
i. E-mail Dated March 23, 2010, from Colleen Hinton Regarding Annexation of North Highline.
j. E-mail Dated March 23, 2010, from Boris Sieverts Regarding Lake Burien.
k. Letter Dated March 23, 2010, from Chestine Edgar Regarding the Burien Comprehensive Plan, Corrections that Need to be Made, the SMP Draft.
l. Letter Dated March 23, 2010, from Rachel Levine Regarding Annexation Resolution.
m. E-mail Dated March 24, 2010, from Lori Alden, President, Discover BurienAssociation, Regarding Response to John Nelson Letter to Burien City Council.
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.
o. Letter Received March 30, 2010, from Chestine Edgar Regarding the Burien Comprehensive Plan, Corrections that Need to be Made, the SMP Draft.
p. Letter Dated March 30, 2010, from Chestine Edgar Regarding Burien Comprehensive Plan, Burien SMP Documents.

CONSENT AGENDA

a. Approval of Vouchers: Numbers 24591 - 24722 in the Amount of $874,292.83.
b. Approval of Minutes: Council Meetings March 22, 2010 & March 29, 2010.
c. Motion to Adopt Ordinance No. 537, Relating to Domestic Partner Benefits, Conforming BMC Ch. 2.27 to Referendum.

Direction/Action

Motion was made by Deputy Mayor Clark, seconded by Councilmember Krakowiak, and passed unanimously to approve the April 5, 2010, Consent Agenda as amended under Agenda Confirmation.

BUSINESS AGENDA

City Manager's Report

Direction/Action

Councilmember Bennett requested a proclamation recognizing National Child Abuse Prevention Month and the 25th Anniversary of the Northwest Children's Fund. Councilmembers concurred.

Presentation of the 2009 Annual Report by Zev Siegl, Lead Business Advisor, Small Business Development Center (SBDC)

Zev Siegl, Executive Director of the Small Business Development Center (SBDC), stated that the Center is comprised of business advisors, is housed at the Highline Community College, and it helps small businesses compete with larger businesses. He introduced Rich Shockley, Certified Business Advisor.

Mr. Shockley spoke to the type of clients that are helped to grow and expand their businesses. The Center refers clients to Services from Service Corps of Retired Executives (SCORE), the Start Zone, and the Procurement Technical Assistant Center. He introduced Scott Schaefer, B-Town Blog Founder/Publisher/Editor.

Mr. Schaefer stated his experience with SBDC was helpful and included financial forecasting, exploration of expansion opportunities, a performance review, and a profit mastery class.

Discussion of City Council Schedule for Review of Shoreline Master Program

Follow-up

Staff will schedule an introduction to the Program on May 3, and provide the Council with the working draft redline version of the Program including supporting documents.

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

Follow-up

Staff will reschedule approval of Resolution 310 to the April 12 Council agenda to follow King County's approval.

Discussion on King County – Seattle Public Health Grant - "Communities Putting Prevention to Work"

Direction/Action
Councilmembers reached consensus to submit a Letter of Intent outlining the City's proposed request for the grant, "Communities Putting Prevention to Work."

Follow-up
Staff will provide Council information on costs, amount of staff time, and work program prioritization if the grant is received.

COUNCIL REPORTS

Follow-up
Staff will schedule an introduction of the New Futures Executive Director and acknowledge the 2010 scholarship award applicants.

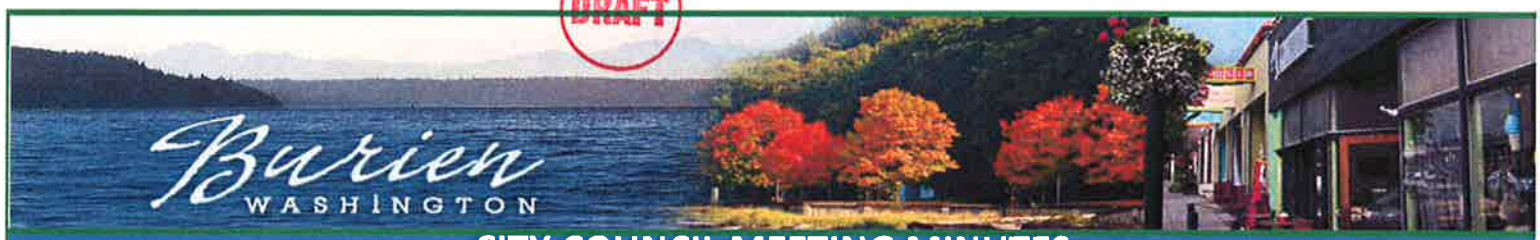
ADJOURNMENT

Direction/Action
MOTION was made by Deputy Mayor Clark, seconded by Councilmember Krakowiak and passed unanimously to adjourn the meeting at 9:36 p.m.

_____
Joan McGilton, Mayor

_____
Monica Lusk, City Clerk

DRAFT



CITY COUNCIL MEETING MINUTES

April 6, 2010

SPECIAL MEETING, Walker Creek Conference Room, 3rd Floor
For the purpose of holding an Executive Session to discuss a personnel matter
6:30 p.m.
Burien City Hall
400 SW 152nd Street
Burien, Washington 98166

SPECIAL MEETING

Mayor McGilton called the Special Meeting of the Burien City Council to order at 6:30 p.m. for the purpose of holding an Executive Session to discuss a personnel matter per RCW 42.30.110(g).

Present: Mayor Joan McGilton, Deputy Mayor Rose Clark, Councilmembers Brian Bennett, Jack Block, Jr., and Kathy Keene. Councilmembers Lucy Krakowiak and Gordon Shaw arrived at 6:35 p.m.

Administrative staff present: Mike Martin, City Manager.

No action was taken.

ADJOURNMENT

Direction/Action

MOTION was made by Deputy Mayor Clark, seconded by Councilmember Krakowiak and passed unanimously to adjourn the meeting at 6:45 p.m.

_____
Joan McGilton, Mayor

_____
Monica Lusk, City Clerk

Burien
Washington, USA
400 SW 152nd 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 12, 2010
SUBJECT: City Manager's Report

I. INTERNAL CITY INFORMATION

A. PaRCS Prepares for the Big Move

The Parks, Recreation and Cultural Services (PaRCS) Department moved all recreation programs and staff offices to the new facility on April 9. The staff are especially excited to welcome all program participants and class instructors to the beautiful new City facility. An Open House event is planned for Saturday afternoon on May 15 to celebrate this wonderful new community gathering space by offering healthy food, entertainment, facility tours, program demonstrations, raffle prizes and discounts on summer session classes.

B. Bunny Breakfast & Spring Egg Hunt Held

Over 1000 children and their parents attended these two family events which were held on Saturday, April 3. Although heavy rains and wind occurred in the days preceding the event, the Spring Egg Hunt was held without rain. The indoor Bunny Breakfast was co-sponsored by the Burien Lions Club, who donate and prepare all the food for the event. Based on overwhelming crowds the past few years, the PaRCS Dept. re-organized the Breakfast this year as a "pre-sale-only" event, and sold-out all 200 tickets prior to the breakfast. There was also a huge demand for children portraits with the Easter Bunny. Photographic services for the portraits were provided this year by www.PMPhotoBooth.com, who also donated their services.

C. City of Burien Arbor Day / Mathison Park Opening

On Tuesday, April 13 the City will be celebrating both Arbor Day (11am) and the completion of the new trail at Mathison Park (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. Also on hand for the Arbor Day event will be the Washington State Commissioner of Public Lands, Peter Goldmark. As the elected Commissioner of Public Lands, Peter Goldmark manages the Washington State Department of Natural Resources (DNR) and chairs the state Board of Natural Resources, which sets policy for the management of state trust lands.

D. Online Program Registration Sees Huge Increase

After recognizing that most of its registrants were not taking advantage of online registration for its recreation programs, the PaRCS Dept. eliminated its service fee beginning with its spring session of programs. Prior to the start of the new quarter, PaRCS also promoted the new fee waiver policy. As a result, the number of registrants taking advantage of this convenient service increased by 70% over the same 3-week period in March 2009.

E. New Facility Atrium Features Community Partners

The outdoor atrium of the former Burien Library was a beloved space that greeted patrons upon entrance with lush foliage and the renowned George Tsutakawa Fountain. Although the fountain was moved when the Library relocated, PaRCS is now working with both Sustainable Burien and the Puget Sound Skills Center (PSSC) to create another memorable visual space. Sustainable Burien will be planting and maintaining a native plant garden in the atrium, which will surround a new sculpture/fountain currently being designed and fabricated by PSSC high school students. PaRCS welcomes the presence of these local organizations as additional representations of "community" in the new community center.

F. Grand Central Bakery Coming to Burien

A building permit has been submitted for Grand Central Bakery to locate on 152nd Street in Burien. The business hopes to be open in Burien sometime this summer.

G. Letter of Interest for Smart Growth Implementation Assistance

Staff has submitted a letter of interest for EPA's Smart Growth Implementation Assistance program. Three cities in the U.S. will be selected to receive up to $70,000 in technical land use planning assistance from an EPA-HUD-DOT sustainable communities partnership. The project we proposed was assistance for a corridor planning effort along Ambaum Blvd.—one of our work program items for 2010. Awards will be announced in late summer.

H. North Burien Permits

In the first couple of days since the April 1 annexation, three of the eight building permit applications submitted were from North Burien. This included a tenant improvement permit application for Puget Sound Plumbing and Heating to be located at 11803 Des Moines Memorial Drive S. This building is currently unoccupied and was previously used as an auto repair garage. The city also received 2 electrical, 1 plumbing and 1 mechanical permit for work in North Burien. Overall, the total permit applications from North Burien represented approximately 25% of all permits.

II. COUNCIL UPDATES/REPORTS

A. Draft Shoreline Master Program Documents

As requested at your April 5th meeting, Councilmembers have now received a complete notebook containing the Planning Commission's recommended Shoreline Master Program and appendices. Copies are available for reading at the Burien Library and at City Hall, and online on our "Draft Shoreline Master Program Documents" page at http://www.burienwa.gov/index.aspx?NID=851

B. County Executive Visits Burien Lions Club

King County Executive Dow Constantine addressed the April 7 meeting of the Burien Lions Club. Among those in attendance was Mayor Joan McGilton. Former City Councilmember Georgette Valle introduced the Executive, noting that Mr. Constantine had succeeded her in the state Legislature when he began his career in elective office. Executive Constantine reported on his efforts to improve County services by listening to the ideas of County staff and working with the County's partners in the cities. He praised the City of Burien for its successful annexation of the southern portion of North Highline.

C. South Correctional Entity (SCORE) Meeting Notices & Minutes to be Provided to Member City Councilmembers (Pg. 49)

Attached is the SCORE Public Development Authority resolution that adopts the 2010 regular meeting schedule, and the latest meeting minutes for your information. SCORE is a multi-city jail collaboration.

D. Economic Indicator Graphs (Pg. 53)

Attached are the Burien Economic Indicator Graphs with the most current data. We are seeing a modest rebound in the real estate market (as shown in our real estate excise taxes) but that same rebound has yet to show in the sales tax and unemployment figures.

E. March 2010 Citizen Action Report (Pg. 57)

Staff has provided Council with the March 2010 Citizen Action Report (attached).

F. Advisory Board Meeting Minutes (Pg. 63)

Attached are the following approved Advisory Board Minutes:

- November 24, 2009 Art Commission Meeting
- January 26, 2010 Art Commission Meeting
- February 23, 2010 Art Commission Meeting
- September 11, 2009 Business & Economic Development Partnership
- October 9, 2009 Business & Economic Development Partnership
- November 13, 2009 Business & Economic Development Partnership
- December 11, 2009 Business & Economic Development Partnership

G. Notices (Pg. 79)

The following Notices have been issued since the last City Manager Report:

- Cancellation of Planning Commission Meetings April 13 & 27, 2010
- Cancellation of Burien Parks & Recreation Board Meeting April 14, 2010

RESOLUTION NO. 3

A Resolution of the Board of Directors of the South Correctional Entity Facility Public Development Authority setting the regular meeting schedule for calendar year 2010.

WHEREAS, pursuant to Article XI, Section 1 of the Charter of the South Correctional Entity Facility Public Development Authority (the "Authority"), the Board of Directors of the Authority (the "Board") is required to set regular meetings for the Board by resolution; and

WHEREAS, the Board now desires to set the regular meeting schedule for calendar year 2010;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTH CORRECTIONAL ENTITY FACILITY PUBLIC DEVELOPMENT AUTHORITY:

Section 1. Regular Meeting Schedule. For calendar year 2010, regular meetings of the Board shall be held on the following dates:

April 28, 2010
September 22, 2010

Unless otherwise designated by the Authority, regular meetings of the Authority shall be held at Renton City Hall, 1055 S. Grady Way, Renton, Washington 98057. Regular meetings of the Authority shall commence at 9:00 a.m. or as soon as possible thereafter, immediately following adjournment of the regular meeting of the Administrative Board of the South Correctional Entity also held on such dates.

Section 2. Effective Date. This resolution shall take effect and be in force from and after passage and approval.

Passed this 24th day of March, 2010.

SOUTH CORRECTIONAL ENTITY FACILITY
PUBLIC DEVELOPMENT AUTHORITY

By _____
Jack Dovey
President and Board Member

SCORE

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

PUBLIC DEVELOPMENT AUTHORITY
SPECIAL MEETING MINUTES

March 24, 2010
9:41 a.m.

Renton City Hall
7th Floor Conferencing Center

MEMBERS PRESENT
Mayor Pete LEWIS (Auburn)
City Manager Mike MARTIN (Burien Alternate)
Mayor Bob SHECKLER (Des Moines)
Councilmember Jack DOVEY (Federal Way)
Mayor Denis LAW (Renton)
Acting City Manager Todd CUTTS (SeaTac)
Mayor Jim HAGGERTON (Tukwila)

VISITORS PRESENT
City Manager Tony Piasecki (Des Moines Alternate)
City Administrator Steve Lancaster (Tukwila Alternate)

MEMBERS/ALTERNATES ABSENT

ADMINISTRATIVE STAFF
Penny Bartley, Director
John Di Croce, Operations Planner
Michele Neumann, Recording Secretary
Deanna Gregory, Attorney, K&L Gates LLP

NEXT REGULAR MEETING: Wednesday, April 28, 2010; Renton City Hall 7th Floor Conferencing Center; immediately following the Administrative Board meeting (no earlier than 9 a.m.).

CALL TO ORDER
DOVEY called the special meeting to order at 9:41 a.m.

1. **ROLL CALL**
Mayor LEWIS, Auburn
City Manager MARTIN, Burien Alternate
Mayor SHECKLER, Des Moines
Councilmember DOVEY, Federal Way
Mayor LAW, Renton
Acting City Manager CUTTS, SeaTac
Mayor HAGGERTON, Tukwila

2. **MEETING MINUTES**
LEWIS moved to approve the special meeting minutes of October 16, 2009. HAGGERTON seconded. Motion carried unanimously.

3. AUDIENCE COMMENT

None.

4. RESOLUTIONS

a. Post Issuance Compliance Policy

Gregory explained that the policy is intended to guide the Public Development Authority (PDA) in meeting its obligations under applicable statutes, regulations and documentation associated with publicly offered and privately placed securities of the PDA. The policy applies to the tax exempt bonds, the Build America Bonds, and any future bonds. The policy assigns the Director the responsibility of ensuring that the policy is followed and checklists and records are maintained. Although the policy is not yet an IRS requirement, Gregory noted that a lack of such a policy may cause the IRS to conduct an audit.

LEWIS stated that he wants to have the Finance Directors review the policy in order to have their approval as part of the record. The Board agreed that the Finance Directors should review the policy, and then the resolution adopting the policy can be brought back to the Board at its next meeting.

b. Regular Meeting Schedule Setting

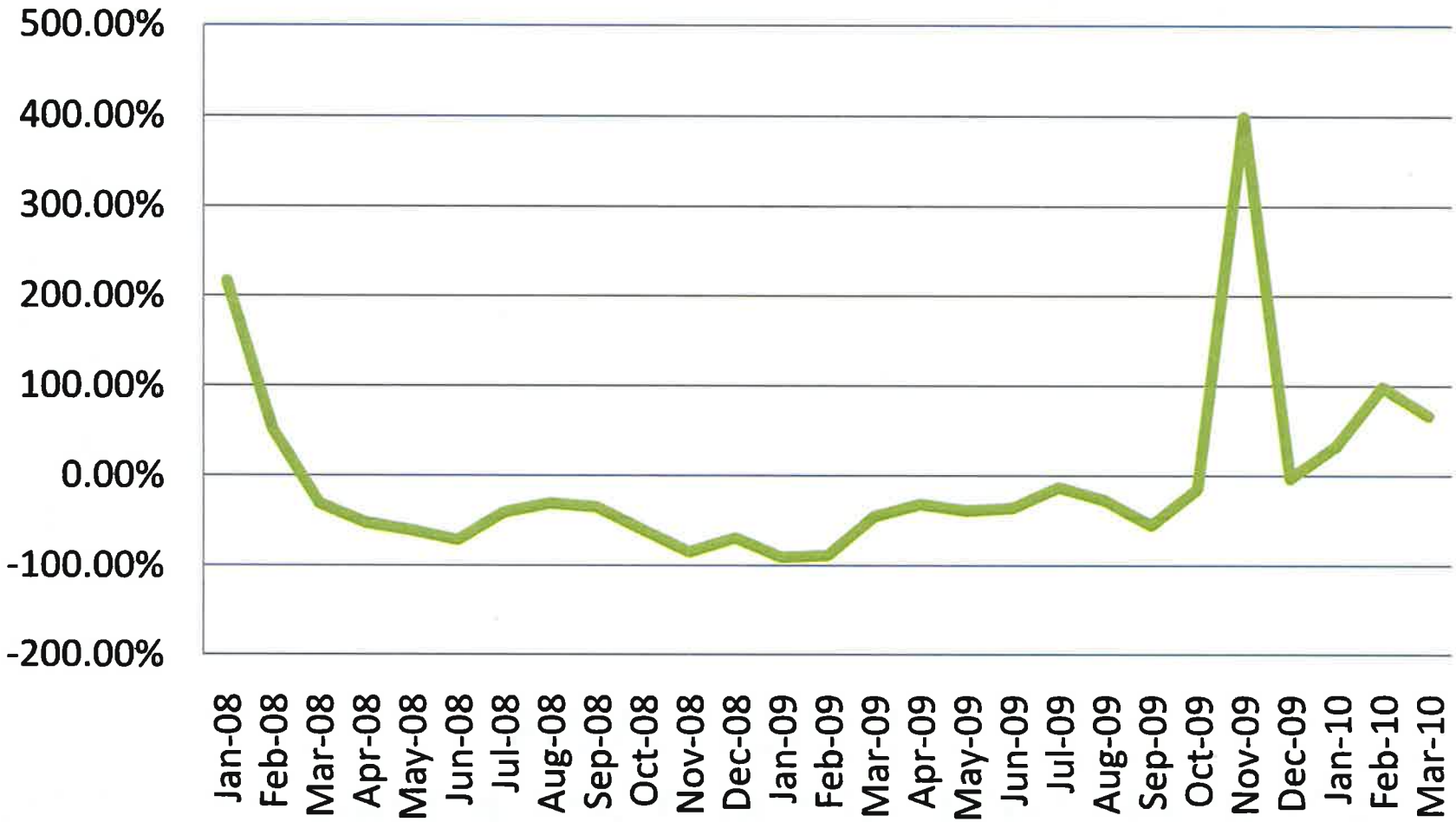
LAW moved to approve adoption of Resolution No. 3 of the Board of Directors of the South Correctional Entity Facility Public Development Authority setting the regular meeting schedule for calendar year 2010 as follows: April 28, 2010 and September 22, 2010. LEWIS seconded. Motion carried unanimously.

5. ADJOURNMENT

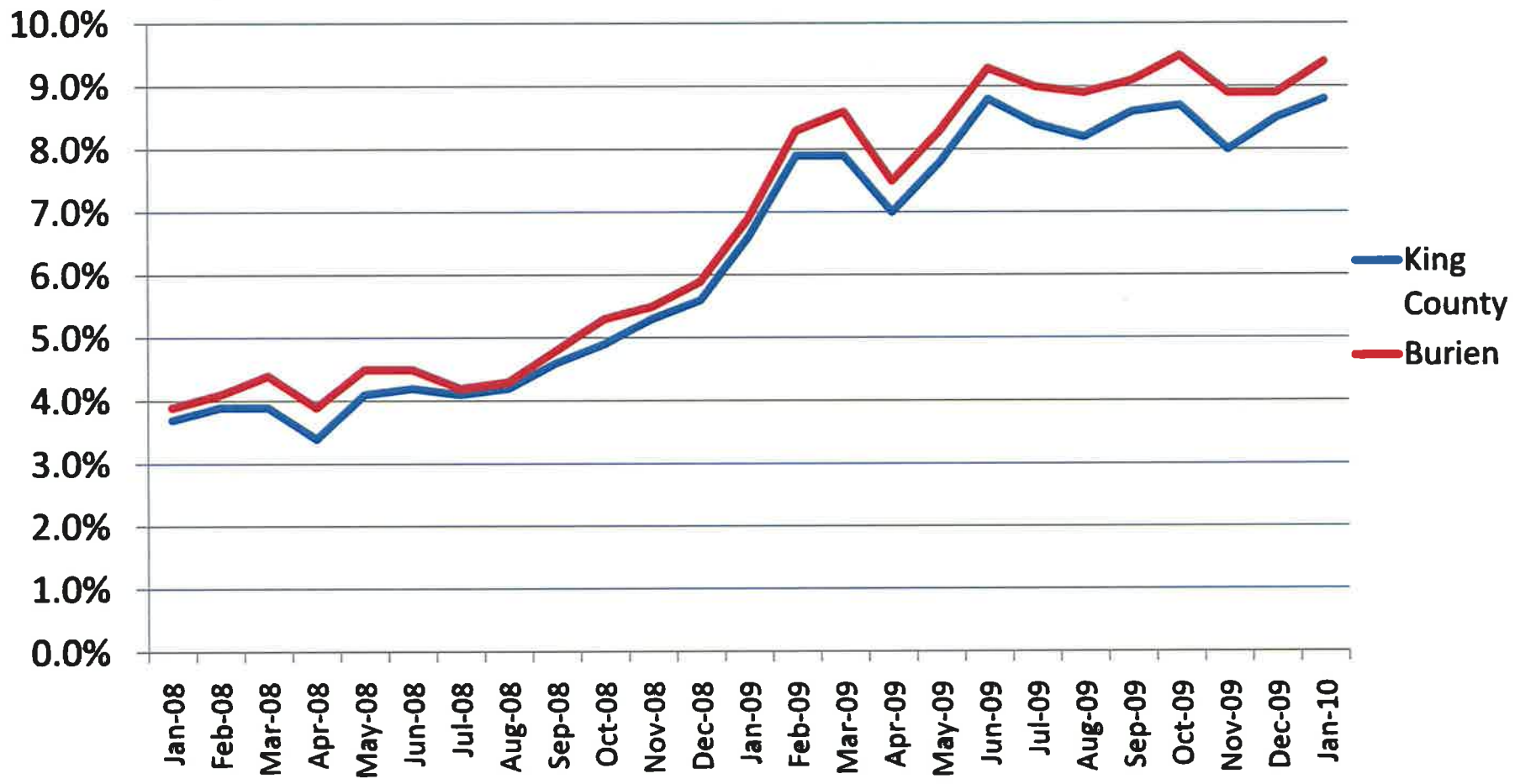
The special meeting adjourned at 9:47 a.m.

CITY OF BURIEN
SALES TAX PERCENTAGE CHANGE FROM PRIOR YEAR
SAME MONTH

CITY OF BURIEN
REAL ESTATE EXCISE TAX
PERCENTAGE CHANGE FROM PRIOR YEAR SAME MONTH



UNEMPLOYMENT RATE
KING COUNTY vs. CITY OF BURIEN



Burien
Washington, USA

CITY OF BURIEN MEMORANDUM

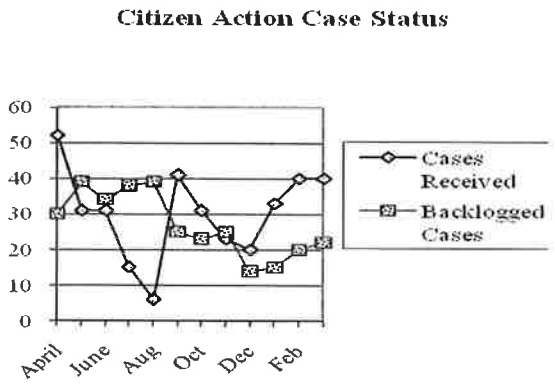
DATE: April 1, 2010

TO: Mike Martin, City Manager

FROM: Scott Greenberg, Community Development Director

RE: March 2010 Citizen Action Report

This report reflects the caseload for March and includes all backlog cases open as of March 31, 2010. As of that date, there were 42 open cases. 22 of the open cases are more than five weeks old and are considered backlog. There were 40 cases opened during the month of March; 22 cases initiated by staff/police, and 18 cases initiated by residents.



	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan '10	Feb	March
Cases Received	52	31	31	15	6	41	31	23	20	33	40	40
Backlogged Cases	30	39	34	38	39	25	23	25	14	15	20	22
Total Open Cases	57	64	55	49	42	45	40	43	29	38	47	42
% of Backlog	53%	61%	62%	78%	93%	56%	58%	58%	48%	39%	43%	52%

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

Cc: Scott Greenberg, Community Development Director
Jim Bibby, Code Compliance Officer
Henry McLauchlan, Administrative Sergeant
Chris Bacha, City Attorney
Michael Lafreniere, Parks Director
Jan Vogee, Building Official
Larry Blanchard, Public Works Director
Liz Ockwell, Assistant Planner

Burien
Washington, USA

Monthly Report to the City Manager
Citizen Action Request Case Status

Report Date: 04/01/2010

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
808	City Attorney	CAR-08-0022	01/14/2008	Nuisance	14456 18TH AV SW Parking & nuisance	Other - See Notes	09/21/2009	Open
496	City Attorney	CAR-08-0409	11/21/2008	Parking	13430 1ST AV SW Vehicles / Weythman	Site Investigation	08/24/2009	Open
434	Code Enforcement	CAR-09-0031	01/22/2009	Nuisance	800 SW 135TH ST Nuiance / Russell	Site Investigation	12/17/2009	Open
302	City Attorney	CAR-09-0214	06/03/2009	Fire Department Issue	16042 1ST AV S Fire Department / Nissan	NOV Issued	01/28/2010	Open
266	City Attorney	CAR-09-0247	07/09/2009	Nuisance	12817 10TH AV S Nuisance, Junk Vehicles - Sohrabi	Case Preparation	12/15/2009	Open
132	Code Enforcement	CAR-09-0356	11/20/2009	Housing Concerns	13261 AMBAUM BL SW Housing-Pelhan	Other Letter	03/11/2010	Open
128	Code Enforcement	CAR-09-0359	11/24/2009	Nuisance	1210 SW 152ND ST Nuisance-LeMay(Kauffman)	Phone Call	12/07/2009	Open
128	Building	CAR-09-0364	11/24/2009	Building	13803 DES MOINES MEMORIAL DR S Building-Lopez	Other - See Notes	03/31/2010	Open
113	Planning	CAR-09-0375	12/09/2009	Sign Violation	ABS issue- Dino's Greek	Enforcement Letter 1	12/23/2009	Open
101	Code Enforcement	CAR-09-0380	12/21/2009	Sign Violation	14017 1ST AV S Sign Violation-DeKache Salon		03/31/2010	Open
93	Code Enforcement	CAR-09-0381	12/29/2009	Nuisance	14636 4TH PL S / Business LicenseNuisance - Illegal Dumping	Meeting	01/29/2010	Open
86	Planning	CAR-10-0005	01/05/2010	Critical Area Concerns	16617 25TH AV SW Planning- Cutting trees in critial area-Houk	Other - See Notes	03/15/2010	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
86	Planning	CAR-10-0008	01/05/2010	Sign Violation	13634 1ST AV S Sign Violation-Personality Cleaners	Enforcement Letter 1	01/13/2010	Open
65	Planning	CAR-10-0027	01/26/2010	Sign Violation	14611 AMBAUM BL SW Sign Violation-Central Welding	Enforcement Letter 1	02/26/2010	Open
65	Planning	CAR-10-0029	01/26/2010	Sign Violation	120 SW 160TH ST Sign Violation-Seahurst Chiropractic	Enforcement Letter 1	02/16/2010	Open
62	Code Enforcement	CAR-10-0033	01/29/2010	Housing Concerns	812 S 132ND ST Housing Concern-Singh	Phone Call	03/11/2010	Open
52	Planning	CAR-10-0043	02/08/2010	Sign Violation	15315 1ST AV S Sign Violation-Collision Center	Enforcement Letter 1	02/11/2010	Open
49	Code Enforcement	CAR-10-0050	02/11/2010	Housing Concerns	13205 6TH AV SW Housing Issues-Aslam	Other Letter	03/08/2010	Open
42	Planning	CAR-10-0061	02/18/2010	Planning / Zoning	638 S 159TH ST Zoning-Boteler	Enforcement Letter 1	03/11/2010	Open
41	Code Enforcement	CAR-10-0063	02/19/2010	Sign Violation	15302 1ST AV S Sign Violation-Fancy Hair & Nails	Other - See Notes	03/19/2010	Open
41	Code Enforcement	CAR-10-0064	02/19/2010	Sign Violation	13601 AMBAUM BL SW Sign Violation-B/L- Boost Mobile	Phone Call	03/31/2010	Open
36	Code Enforcement	CAR-10-0067	02/24/2010	Graffiti	Graffiti-Right Way Auto-Vacant	Case Received	02/24/2010	Open
27	Code Enforcement	CAR-10-0083	03/05/2010	Sign Violation	14025 1ST AV S Sign Violation-Precision (Vacant)	Other Letter	03/15/2010	Open
24	Code Enforcement	CAR-10-0084	03/08/2010	Nuisance	16503 MAPLEWILD AV SW Nuisance-Rob Halpin	Case Received	03/08/2010	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
23	Planning	CAR-10-0087	03/09/2010	Planning / Zoning	1266 S 140TH ST Zoning-Morris	Case Received	03/09/2010	Open
23	Code Enforcement	CAR-10-0088	03/09/2010	Nuisance	1304 SW 162ND ST Nuisance Vehicles-Emerson	Enforcement Letter 1	03/10/2010	Open
23	Code Enforcement	CAR-10-0089	03/09/2010	Nuisance	1037 SW 149TH ST Nuisance-DeLa O Ortiz	Case Received	03/09/2010	Open
17	Code Enforcement	CAR-10-0092	03/15/2010	Nuisance	150 SW 153RD ST Nuisance Trash-Sign-Fire-Bldg-B/L	Case Received	03/15/2010	Open
17	Planning	CAR-10-0093	03/15/2010	Planning / Zoning	15104 12TH AV SW Planning/Zoning- Elliott Bay Landscape	Phone Call	03/24/2010	Open
15	Planning	CAR-10-0095	03/17/2010	Planning / Zoning	17003 4TH AV S Planning/Zoning-Cargo Container	Case Received	03/17/2010	Open
15	Code Enforcement	CAR-10-0096	03/17/2010	Illegal Dumping	11833 AMBAUM BL SW Illegal Dumping-Brockmeyer	Enforcement Letter 1	03/19/2010	Open
15	Building	CAR-10-0097	03/17/2010	Building	210 SW 154TH ST Building, Electrical-Cheng Apts	Case Received	03/18/2010	Open
14	Code Enforcement	CAR-10-0098	03/18/2010	Sign Violation	921 SW 152ND ST Sign Violation-B Scoop	Enforcement Letter 1	03/19/2010	Open
13	Code Enforcement	CAR-10-0100	03/19/2010	Police Issue	204 SW 154TH ST Police Marijuana Raid-Cheng	Case Received	03/19/2010	Open
13	Code Enforcement	CAR-10-0112	03/19/2010	Illegal Dumping	11921 AMBAUM BL SW Illegal Dumping-Torzecka (Pitman)	Case Received	03/31/2010	Open
8	Code Enforcement	CAR-10-0104	03/24/2010	Sign Violation	660 SW 152ND ST Sign violation-Sahara Market	Enforcement Letter 1	03/25/2010	Open
8	Code Enforcement	CAR-10-0105	03/24/2010	Nuisance	14853 8TH AV S Nuisance-grey water discharge, mattress, trash debris	Case Received	03/24/2010	Open

Days Old	Department	CAR #	Date Received	Nature of Request	Complaint Information	Last Action	Date	Status
7	Code Enforcement	CAR-10-0107	03/25/2010	Graffiti	15217 DES MOINES MEMORIAL DR S Graffiti- Tucker Upholstery	Case Received	03/25/2010	Open
7	Code Enforcement	CAR-10-0108	03/25/2010	Graffiti	15001 DES MOINES MEMORIAL DR S Graffiti- Port of Seattle, Lora Lake	Case Received	03/25/2010	Open
3	Code Enforcement	CAR-10-0110	03/29/2010	Nuisance	16647 8TH AV SW Nuisance, Trash, Vehicle- Moran-Foreclosure	Case Received	03/29/2010	Open
3	Code Enforcement	CAR-10-0111	03/29/2010	Illegal Dumping	Illegal Dumping- McAllister	Case Received	03/29/2010	Open
1	Code Enforcement	CAR-10-0113	03/31/2010	Graffiti	457 SW 148TH ST Graffiti-USA Mini Mart	Case Received	03/31/2010	Open

CITY OF BURIEN, WASHINGTON

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

Arts Commission Members Present:

- ☐ Shelley Brittingham
- ☒ Donna DiFore
- ☐ Rochelle Flynn
- ☒ Victoria Hall
- ☒ Virginia Wright
- ☒ Robbie Howell
- ☒ Dane Johnson
- ☒ Kathy Justin

Staff Present:
Gina Kallman, Cultural Arts Supervisor
Debbie Zemke; Recreation Manager

Guests:
Barbara McMichael, SOCO Culture

Minutes
Meeting called to order.

October Minutes approved. Donna moves, Robbie seconds.

SOCO Culture
Guest Barbara McMichael from SOCO Culture discussed the November 18th SOCO meeting that was hosted by the Burien Arts Commission and the Highline Historical Association. At the SOCO meeting Debbie Zemke and 4-Cultures Debra Twersky shared with SOCO members the history and some of the outcomes of the Burien Art Summit and ARTalks. Kathy Justin also spoke about the B/ IAS site and provided a tour of the site.

Barbara asked members to please use/refer to the SOCO Culture website. Barbara encouraged arts organizations to add their information to the website. The SOCO website has a new class's page and we are able to add information about Moshier classes, etc. She recommended that everyone sign up for e-news. Barbara also mentioned that SOCO has a facebook page, Twitter, and has also just developed a Blog—www.sococulture-scapes.blogspot.com

SOCO will be installing a large display in the Auburn Library in February. February 2nd is Arts Day in Olympia. Sponsored by the Washington State Arts Alliance, arts become a vibrant presence in Olympia on that day as arts organizations from around the state visit the capitol to lobby for support of the arts. One big discussion again this year will be the state lodging tax which helps fund 4-Culture. In 2012 this money will be used to pay off Safeco field and the arts groups will lose this funding. It is important to lobby the legislatures to keep this funding and let them know how this money is being used and how it is affecting our community. You can also send an e-mail to your legislature that day.

The last item Barbara discussed was that 2010 is the centennial of Woman's Suffrage in Washington State. SOCO is encouraging organizations to work together to honor this event in some way. She has been talking to the League of Woman Voters, and Kathy suggesting also

talking to Virginia and Bagley Wright, the daughter of Prentice Bloedel, Kathy will send Barbara some contact information.

AREAS OF FOCUS REPORT

VISUAL ARTS

Arts Education— Victoria discussed the banner project which has been started with discussions with Burien Schools. Cultural diversity or neighborhoods will be the basic theme for the banners. Highline High School, Gregory Heights Elementary, Sylvester Middle School and Puget Sound Skill Center are to participate in this project. The schools have been given until the end of February to submit designs. Victoria is still waiting to hear if the application for the MAD grant was approved. The grant will provide supplies for the project. Donna was curious about who put up current Town Square banners. Gina will call Urban Partners to find out. Banner samples will be presented to the Arts Commission this winter. Dane shared how new light posts on 152nd have ability to hang banners; they can hold a diagonal flag. If the banners are placed on 153rd the banners would need holders as well.

Dale Copeland, welding instructor at Puget sound Skills Center would like to make another sculpture with his students and have it temporarily installed somewhere in the city. Dale would like input on the focus of the sculpture and location for installation. One suggestion was outside the Library. Current sculpture at B/ IAS will be moved to PSSC in December or January.

Public Art/ B/IAS— Dane and Kathy are talking to the artists to schedule the deinstall for the artwork. Part of the mural was blown down by winds in November and will be taken down ASAP. Victoria asked if the mural was to be installed at skatepark, and the consensuses was that Burien Arts would need to be spoken to. Dane and Kathy are working on getting the Passage moved to Issaquah. Issaquah is at this time talking to Dan Das Mann, artist of the Passage, about the cost. Kathy asked if the arts commission would like to put together any formal comments to the press about the B/ IAS space leaving. Virginia volunteered to write a formal announcement about this. Gina will help distribute to press. A suggested was made to ask the council for comments. Kathy and Dane are unsure if Sustainable Burien will be staying on the site. If they stay they could make the site available for events in 2010. Sustainable Burien will need to contact Urban Partners to work out details. Urban Partners is open to providing a month to month lease.

Kathy asked about the Levine sculpture for Dick Dalgard. Debbie reported that the sculpture was approved by council but there has been no new news.

Kathy reported on how B/ IAS events were a test for the city's new special events permit process. There will now be a special events web page through the city that will explain who needs a permit. Kathy asked the special events permit committee to list all information in one place for anyone who needs these permits.

Debbie reported on the Richard Beyer wood sculpture that has been in Dottie Harper Park since the early 1970's. The damage to the sculpture was brought to the city's attention by local resident Guy Harper. The city contracted out the restoration of the sculpture by Artech Fine Arts Services and the restoration was recently completed. Beyer also did the sculpture "Waiting for the Interurban" located in Fremont.

The Burien Library is hoping to install a new sturdy sculpture in the space where George Tsutakawa sculpture was installed. Robbie will check with the Library Guild about the timeline for getting an artist for this space.

Performing and Literary Arts—no report

Burien Aesthetic Master Plan—The focus of this committee at this time is working on the banner project and way finding.

Staff Report

Fall ARTalk-SPACE—The Nov 12th ARTalk brought together staff from many of Burien's arts and cultural organizations. In attendance was Debra Twersky from 4-Culture, Jennifer Olszewski from New City Dance, Eric Dickman and Maggie Larrick from Burien Little Theatre, Kathleen Edwards and Gerry Gilbert from The Hi-Liners, Dan Kexel from Highline Community Symphonic Band and Arts Commissioners Shelley Brittingham and Donna DiFiore. The ARTalk focused on gleaning information from the groups pertaining to their space needs. BLT and the Hi-Liners have been speaking about how to share space in the future, possibly in the community center spaces soon to be available. Other issues that came up at the meeting were the need for rehearsal space so groups could use the PAC as little as possible (as the costs are so high). There was agreement among the groups that the ideal space would be a theater that would seat 400 with wings, dressing rooms, storage, rehearsal space, and a gallery. Downtown was seen as the best location.

Strawberry Festival—Ideas for the 2010 Strawberry Festival were presented to the commissioners. Ideas included changing the name to the "Wild" Strawberry Festival, adding carnival type games and a green strawberry lane focused on sustainability, and moving the event to the Town Square Park.

City Arts—The AC discussed five key spaces in the community for monthly delivery. Virginia reported that City Arts just started a blog. Victoria is on the editorial staff and will be able to submit information to the blog. She will distribute the new address.

2010 AC Calendar—The AC asked that the Burien arts and culture orgs be invited to give presentations at meetings in 2010. Kathy would like have a guest speaker each month. It was also suggested that Una from Arts Ed of Washington be invited to speak at a meeting.

Meeting adjourned

CITY OF BURIEN, WASHINGTON

Art Commission
MEETING MINUTES
Date: January 26, 2010, 2009
Time: 6:30 p.m.

Arts Commission Members Present:

- ☐ Shelley Brittingham
- ☒ Donna DiFore
- ☒ Rochelle Flynn
- ☐ Victoria Hall
- ☒ Virginia Wright
- ☒ Robbie Howell
- ☐ Dane Johnson
- ☐ Kathy Justin

Staff Present:
Gina Kallman, Cultural Arts Supervisor
Debbie Zemke; Recreation Manager

Guests:
Laurie Haslund, Burien Arts
John Unbehend, Burien Arts President

Minutes
Meeting called to order. Minutes to be approved at the February meeting due to lack of a quorum.

Burien Arts
Burien Arts President John Unbehend discussed the current state of the organization. After a 40 year history they are looking for a change to better reach the community and create a better financial base. Their business model is from the early 60's and needs to be updated. Their goal is to bring an arts focus to the city in sync with the arts programming the city provides. They are currently encountering some financial challenges which they are addressing. The present board would like to continue to provide as much programming as possible at no charge to the public. The Highline Vintage Jazz Festival will provide free attendance for 17 and under, and Sing and Sketch, held Thursday evenings once a month at Burien Press, is a free event to encourage the public to make art and music in a relaxed environment. They would also like to reach out to the community to find out what the community wants as far as arts programming.

Burien Arts will be closing the Burien Art Gallery after their last show in March. They would like to find a more visible space with better foot traffic. They would like to continue their exhibition schedule with creative thinking and volunteer staff. Artist United, who has been trading gallery space for volunteer time, would like to keep a relationship with BA. The board has been visiting other local visual arts organizations to investigate different models. There was a discussion of the 2010 Arts and Culture Grant that BA was awarded for its exhibition schedule. Gina will forward Laurie the grant application to have it redone and have it submitted to the Arts Commission for the February meeting.

AREAS OF FOCUS REPORT

VISUAL ARTS
Arts Education— Donna discussed the banner project. Victoria received a $400 MAD Grant and hopefully this funding will cover the cost of printing the banners and the hardware. Sylvester Middle School, Gregory Heights Elementary and Highline High School students are working on drawings for the banners. There may be up to 50 drawings submitted, with 10 chosen by the arts commission to have made into banners. The banners could be two sided and printed on either vinyl or silk. Donna is hoping to bring designs to the Arts Commission in March and take the drawings to Council in April.

Public Art—no report

Burien Aesthetic Master Plan—no report

Staff Report

Fall ArtTalk—SPACE—As a result of the ARTalk on "space" Debbie and Gina have been meeting with Burien Little Theatre and the Hi-Liners about using space in south building of the Burien Community Center. This type of collaboration was a major goal of the arts summit. The Hi- Liners are hoping to relocate their summer camp programs to the community center. The city would like to continue a once a year ARTalk with the local organizations.

SOCO Update—the January meeting focused on the changes made to the Kent Earthworks Park and a film made by the City of Kent documenting this art park.

Highline Arts Council Update—Gina shared information about the new Highline Arts Council. The arts council has been created by the school board to advise it on ways add more arts programming for all students, both programming that could be implemented now without funds, and programming that could be implemented in the future when more funds (hopefully) are available. The committee includes teachers, principals and community members. The committee will meet twice monthly until May. In May the committee will present its findings to the School Board.

Meeting adjourned

CITY OF BURIEN, WASHINGTON

Art Commission
MEETING MINUTES
Date: February 23, 2010
Time: 6:30 p.m.

Arts Commission Members Present:

- ☐ Shelley Brittingham
- ☐ Donna DiFore
- ☐ Rochelle Flynn
- ☐ Victoria Hall
- ☒ Virginia Wright
- ☒ Robbie Howell
- ☒ Dane Johnson
- ☒ Kathy Justin

Staff Present:
Gina Kallman, Cultural Arts Supervisor
Debbie Zemke; Recreation Manager

Guests:
Dale Copeland, PSSC
Robert Rose, Student, PSSC

Minutes

Meeting called to order.
The November 2009 and January 2010 minutes will be approved at the March meeting due to the lack of a quorum.

PSSC

Dale Copeland from the Puget Sound Skills Center spoke to the arts commission about a sculpture that students would like to create at PSSC for the new Burien Community Center. The students created the eagle sculpture for the B/IAS site in 2009. That experience gave the students a passion for the process, experience and confidence. This year's project is proposed to be a lighthouse placed on rocks that will utilize the water feature in the atrium at the community center. The metal work for the rocks will be steel that will rust and patina, the lighthouse will be stainless steel, and there may be light in the lighthouse, also the trees may be steel and copper. The structures will need to go through the door and will have an access panel for access to the mechanical structure. The structure will be about 6ft tall, 32" wide or so. The cost may be a few hundred dollars for materials. Dale may be able to get some of the materials donated. The sculpture will be able to be installed for the May 15th Community Center opening. Kathy wondered if they could also build banner holders.

Area of Focus 2010 Discussion
Postponed until March meeting

2010 Elections
Postponed until March meeting

AREAS OF FOCUS REPORT

VISUAL ARTS

Arts Education— Dane talked about the banner hangers used in the University District. The holders are created by students in a sculpture class run by Professor John Young at the UW. Professor Young is retiring and it is unknown if the program will continue. The U District also did way finding signage that would be interesting to research.

Public Art—Please refer to PSSC Sculpture information above.

Connecting to Cultural Community—no report

Staff Report

Highline Arts Council Update—The Council has been visiting with speakers from OSPI and Arts Washington, as well as gathering information about all the arts opportunities within the school district and communities. In March and April the Council will be creating the recommendations for the school boards and will be hosting some public meetings.

Dynamic Adaptability Lecture—Gina and Kathy attended a lecture on February 8th at Seattle Town Hall by Clara Miller from the Nonprofit Finance Fund. This organization provided loans and grants to the non-profit sector. The lecture highlighted organizations needs to create successful revenue streams, not get bogged down by overly massive real estate and too much debt, and the need to think out of the box and create a successful business model.

Arts Day—Gina, Kathy and Virginia attended Arts Day on February 2nd in Olympia at the Capitol. The event was hosted by The Washington State Arts Alliance. They visited with representatives to gather support for lodging taxes to continue to be used for arts and heritage in King County. These funds (through 4 Culture) have helped support many arts and culture programs in Burien.

Cedarhurst Elementary Art Program—Gina and Lara Davis from Arts Corp meet with the Cedarhurst PTA board in February to talk about the Arts Corps Residency to begin in March. The residency will give 4 classrooms of elementary students a visual arts experience. The meeting was to educate the PTA about the program and to ask for possible financial support in the future.

Meeting adjourned

BURIEN BUSINESS AND ECONOMIC DEVELOPMENT PARTNERSHIP (BEDP)

Date: September 11, 2009
Time: 7:00 -9:00 a.m.

Members Present: Bob Ewing, Kevin Fitz, Dave Elliott , Geri Fain, Michael Goldsmith, Mark Minium, Nancy Hinthorne, Jim Hughes, Alice Madsen, Carmen Moore, Judy Coovert, Jane Voget

Excused Absentees: Renee Klein, Doug Moreland

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

Guests: Councilmembers Keene & Shaw, Marco Milanese, Port of Seattle

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

Minutes of the August 14, 2009 meeting were approved as written.

Chair's Report
Michael asked Judy Coovert to give a brief overview of what she was thinking the "Marketing Subcommittee" could be doing right now. She suggested that they could begin doing some groundwork so that when the new Executive Director for Discover Burien is hired, this person can "hit the ground running." Judy said there are some potential opportunities because some in the Kent Valley are looking to relocate, at least temporarily. She suggested gathering marketing documents, seeing what already exists, and identifying what we may want/need in addition.

Michael tabled the discussion until later in the meeting, so that our guest, Coy Wood, could do a quick presentation and be excused.

Coy Wood, Owner, Red Fish Grill
Coy Wood, owner of Woody's on the Water restaurant in Tacoma, is going to be taking over the former Keg Restaurant location in Burien and opening a new restaurant called the Red Fish Grill. It will offer both seafood and steak. The former Keg chef in Burien is the current chef at Woody's in Tacoma, so is familiar with what was popular in Burien. When asked what brought Coy to Burien, he said that the opportunity brought him here. The kitchen is still intact at the old Keg, and that is of tremendous benefit to him. BEDP members offered some advice on the appeal of being able to have lunch in an hour's time (for working folks), and on pricing in Burien. Coy looks forward to being part of the Burien community.

City Manager Report
We are hiring a new Public Works Director who will be starting in mid-October. Larry Blanchard will be a great addition to the City. We are continuing to search for an in-house City Attorney.

Mike mentioned that the Interchange on 518 at Des Moines Memorial Drive is a go. It will take some time, but it is moving forward. This represents a $35-45 million dollar project.

We are currently remodeling the old Regional Library and it will be the interim Community Center and Senior Center for some period of time. Mike would like to continue moving forward the project for a new Community Center/Senior Center.

Mike shared a map on the annexation voting results by precinct. It showed that the least amount of support came from the eastern part of the annexation area.

Mike gave an explanation of Initiative 1033, and how it would impact government.

Permitting Follow-Up
Mike followed up on the permitting issues that were brought to his attention. He mentioned that we are now using a customer satisfaction survey completed by customers that have gone through the permitting process.

Economic Manager Report
Dick asked for a motion to accept the Economic Development Element of the Comprehensive Plan as presented. A motion was made and seconded; a vote was taken and unanimously approved for recommendation to the Planning Commission.

The discussion on marketing Burien was brought up again. The subcommittee of Nancy Hinthorne, Renee Klein, Judy Coovert and Dick Loman will get together to assess our needs.

Dick mentioned that they will be interviewing candidates for the Discover Burien Executive Director position soon. In the meantime, volunteers are staffing the office and things are currently running without an Executive Director. They are looking for a highly skilled individual for this position. They expect this person will be taking the organization to the next level. Discover Burien is currently working on their 2010 City of Burien events calendar.

Theresa Lemmons, Washington State Microenterprise Association (WSMA)
WSMA is a group of practitioners that provide comprehensive services to microenterprise businesses of 0-5 employees. There are over 430,000 microenterprises in Washington State, which make up 86% of all businesses in the state. Microenterprise creates 900,000 jobs in the United States annually. There are currently 23 organizations that provide micro-lending from $500 to $35,000. Standard government loan programs are about $100,000 and up. Smaller loans are not available for small businesses. Theresa suggested that we might consider encouraging microenterprise in Burien.

How is this program different than what the Small Business Development Center (SBDC) does? SBDC does consulting and tech support to existing business owners. Microenterprise works with emerging business owners, who are less experienced and really need development and training. WSMA provides ongoing technical assistance, and has a lending component that goes with it.

Round The Table
Michael Goldsmith: Oktoberfest is happening September 26th.
Judy Coovert: Seattle City Light will pay to retrofit your building to low wattage light fixtures.
Nancy Hinthorne: October 17th is the Chamber's 20th year celebration.
Mark Minium: Had business appraised. It has devalued 40% because of two other auto businesses that went out of business in Burien.
Geri Fain: Highline School District opened the 12th new school since 2004 – Mar Vista Elementary and it was on time and within budget.
Alice Madsen: Highline Comm. College starts school on September 20th with more students than ever.
Marco Milanese: At the end of the month, 16L (the first runway) will become operational again. This should help with the noise problems.

BURIEN BUSINESS AND ECONOMIC DEVELOPMENT PARTNERSHIP (BEDP)

Date: October 9, 2009
Time: 7-9:00 a.m.

Members Present: Judy Coovert, Dave Elliott, Geri Fain, Kevin Fitz, Michael Goldsmith, Jim Hughes, Renee Klein, Alice Madsen, Mark Minium, Doug Moreland, Jane Voget

Excused Absentees: Bob Ewing, Nancy Hinthorne, Carmen Moore

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

Guests: Councilmember Gordon Shaw, Marco Milanese, Port of Seattle

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

Minutes from the September 11, 2009 meeting were approved as written.

Chair's Report
Michael commented about the power of intention and what can be accomplished when people or communities do things intentionally.

City Manager Report
Mike Martin reported that there has been a steady trickle of good things happening. Wizards Casino will be reopening soon, and there are a number of other small businesses opening here. There is a momentum.

The City has been meeting informally with legislators about our plans. We will meet with them again in January, but these early meetings tend to get us a more focused, somewhat more casual conversation, and tend to be longer than the January meetings. There is really no money available this year, but we hope to let the legislators know about some of the large projects that we want to do in the future. The 509/518 Interchange is one of the topics we discuss. The Burien car dealers are interested and involved in this effort.

In response to a question, Mike gave a brief overview of the NERA vision and the vision for 1st Avenue South, should the auto dealers move off of First Avenue.

Mike mentioned Initiative 1033 and discussed options for Burien if it passes.

Economic Manager Report
Dick Loman reported on a possible amendment to the Disposition & Development Agreement (DDA) that is being proposed by Urban Partners. The theatre group interested in opening a 10-screen theatre in Town Square is preparing a rendering and their President/CEO will be coming before Council on November 2nd to present the rendering, introduce himself and answer questions from Council.

The Transit Oriented Development is still on track for breaking ground in January or February 2010. The deal will be going before the King County Council for approval.

We have a steady trickle of new businesses coming in, despite the economy.

Discover Burien Report
Lori Alden, President, was unable to attend this morning. Dick reported that Discover Burien has identified a prospective new Executive Director. References are still being checked, etc., but it looks very good. Judy Coovert knows the prospective candidate and spoke about his qualifications. Judy thinks he would be a great asset to Burien.

Michael Goldsmith commented that Discover Burien had put on a nice event for Oktoberfest. But, he said he had many people asking, where is the beer garden? A couple of Discover Burien Board members (who are also BEDP members) spoke up about the difficulty of providing a beer garden due to security and insurance issues. They may reexamine this in the future.

Economic Development Element
In Bob Ewing's absence, Dick Loman reviewed the comments that the Planning Commission had made in regard to the recommendations the BEDP gave to them about the Economic Element of the Comprehensive Plan. The Planning Commission suggested encouraging more cluster-type economic development in the future. They identified a couple additional clusters: restaurants and car dealerships, and perhaps an educational cluster should be encouraged with emphasis on art studies. This was the only suggestion for change/addition.

Round The Table
Judy: The Marketing Subcommittee decided that they should be in a holding pattern until the new DB Executive Director is hired. The Washington Policy Centers came up with a proposal as an alternative to a B&O tax. Governor Gregoire is looking at it.
Renee: Healers Hoopla new ER Campaign -- Oct. 24
Mark: Oktoberfest & Brat Trot were both successful. $25,000+ was raised for local charities
Dick: Brokers for "The Landing" in Renton are very aggressively talking to local merchants and offering low rents.
Doug: There was a good article about what the City of Everett is doing with empty storefronts. They have an active art operation w/an artist at work. It creates positive energy where you have no energy. Doug asked about getting a mural on the wall on the side of the Dollar store. Our community is being scoped out all the time. The winner of the Brat Trot run was from Poulsbo. Doug commends Dan for taking on this event.
Michael: I can't be here next time so Judy will fill in at the next meeting.

Burien Business & Economic Development Partnership (BEDP)
Minutes
Date: November 13, 2009
Time: 7:00 - 9:00 a.m.

Members Present: Alice Madsen, Bob Ewing, Dave Elliott, Mark Minium, Nancy Hinthorne, Judy Coovert, Jim Hughes, Renee Klein, Doug Moreland

Excused Absentees: Kevin Fitz, Geri Fain, Michael Goldsmith, Jane Voget

Absent: Carmen Moore

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

Guests: Mayor Joan McGilton, Councilmembers: Keene & Shaw, Marco Milanese, Port of Seattle, Stuart Low, Burien Business Owner; Steve Gilbert, Discover Burien Executive Director

Call to Order: Meeting opened at 7:00 a.m. by Judy Coovert, Vice Chair

Chair's Report
As Vice Chair, Judy Coovert is filling in for Michael Goldsmith this month. Judy mentioned the Soroptomist Club's wreath sale. Contact her if interested.

Approval of Minutes from October 9, 2009, as written.

City Manager Report
Mike reported that Initiative 1033 was defeated. He mentioned that the 2nd year of the biennial budget was brought to the City Council on Monday night. The significant change in the budget is the additional $3 million brought by the annexation of North Highline. Half of that amount will go to fund police. We will also hire more employees as necessary.

The annual comprehensive plan amendments were brought to Council on Monday night as well. This included the Economic Development Element that BEDP worked on. Bob Ewing suggested that the Economic Development subcommittee stay together to pursue the goals that were laid out in the Economic element.

Zoning in North Highline was also discussed. Burien will be asking the Seattle City Council what their plans are for the area north of the new Burien border.

We're making great progress on the NERA. WSDOT is putting finishing touches on the study we funded. The plan is to build an eastbound leg into NERA off of 518, with the expectation we will build the other leg in the future. Rep. Dave Upthegrove is being very helpful and we've also had an offer of help from Rep. Ross Hunter. We are looking at ways that we could make it attractive for businesses to move into NERA. We are completing the

planning in NERA that will include the SEPA. This makes it much quicker and easier for people to develop there.

Economic Manager Report
Regarding the possibility of Galaxy Theatres coming to Town Square, staff drafted a deal point memorandum to Urban Partners based on feedback from the Council. We are in preliminary stages talking about business points. Two things critical to the theater's moving forward are: A business arrangement must be worked out between the Galaxy Theatre group and Urban Partners; and parking must be secured at the TOD for nights and weekends.

TOD Status: Metro is waiting for the King County Council to approve the arrangements for the TOD in public sessions.

Discover Burien Report—Doug Moreland
Discover Burien has hired Steve Gilbert as the new Executive Director. Steve has a fantastic history in Economic Development. We think the relationship with the Partnership will change with Steve's leadership. He will help achieve the City's objectives. Steve introduced himself and mentioned that he was very excited to see the opportunity in Burien. He commented on the sense of community we have here. Steve looks forward to working with everyone here.

2050 Project on Sustainability
Bob Ewing has been participating in this effort for Weyerhaeuser. The project looks at the concept of sustainability and what we need to do to have a sustainable planet going forward. Bob stressed that these are private businesses that are concerned about this. They are not being forced, but understand that they have to change the way business is being done to ensure sustainability. Bob presented the basic concepts of the project. Empty World → Full World; Current tools available for business models are based on an "empty-world" viewpoint which means that there is no assumption of cost involved in using the planet's resources such as clean water, air, and trees. A handout on the presentation was provided to all attendees.

<u>Round The Table</u>
Nancy Hinthorne mentioned that Dan Satterburg will be speaking at the Southwest King County Chamber Luncheon today.
Renee Klein – V.I.P. Hard hat tours of Highline E.R. are available – you're invited
Larry Blanchard introduced himself – new PW Director

BURIEN BUSINESS AND ECONOMIC DEVELOPMENT PARTNERSHIP (BEDP)

Date: December 11, 2009
Time: 7-9:00 a.m.

Members Present: Michael Goldsmith, Bob Ewing, Dave Elliott, Nancy Hinthorne, Judy Coovert, Renee Klein, Doug Moreland, Geri Fain, Carmen Moore, Kevin Fitz

Excused Absentees: Jim Hughes, Alice Madsen, Mark Minium, Jane Voget

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

Guests: Mayor Joan McGilton, Councilmember: Kathy Keene; Steve Gilbert, Discover Burien Executive Director; Brooks Stanfield, Citizen; Beto Yarce, Outreach Coordinator & Latino Business Specialist for Washington CASH

Call to Order: Meeting opened at 7:05 a.m. by Michael Goldsmith, Chair

Chair's Report
Michael did not give a report.
Approval of Minutes from November 13, 2009, as written.

City Manager Report
Mike met with Frank Cantwell, Principal of Holy Family Parish School in White Center, who is the President of the White Center Chamber of Commerce. He was reaching out to see whether there might be a way to work together with Burien in the future.

Mike reported on the suggestions we provided that would help us develop NERA. He also mentioned that Scott Greenberg received the Public Employee of the Year award from the Master Builders Association & Puget Sound Chapter of the American Planning Association for Burien's Pre-construction meeting process.

We plan to send a letter to the Mayor of Seattle asking what their intentions are around the annexation of the north portion of north Highline. Their intentions will help us with decisions we need to make up there regarding our own annexation.

Mike is meeting with Fred Jarrett today to communicate our position regarding the Puget Sound Park issue. We will be talking with the Library Board next week.

Economic Manager Report
We are working on the renewal of contracts with both the Chamber & Discover Burien.

Dick is beginning to think about annexation and how we will reach out to the businesses in the annexation area. Coincidentally, Dick already had a conversation with another member of the White Center Chamber of Commerce prior to Mike's meeting. There is definitely an opportunity to work with this group.

The Theater group is now looking at Parcel 4 as the preferred option to build a multi-plex theater. The TOD & Theater are related because of the economics of the theater. The development would need the TOD to be built in order for the theatre to move forward because it would be dependent upon the parking.

The Building Official asked Dick to remind people to check their pipes. Sprinkler systems are freezing and are causing problems when they thaw, with pipes bursting.

Discover Burien Report—Steve Gilbert
Steve is getting very excited about 2010. Discover Burien is getting ready to send out the event calendar for 2010. The Winterfest was very well attended and very diverse. Steve mentioned hearing several different languages being spoken while walking among the crowd. The Board is holding their retreat in January and will be discussing how to put together their 2010 action plan. Judy Coovert & Steve Gilbert had a meeting to look at how to put together some information on the property inventory that we do have in Burien. Judy looks forward to working Steve on this project.

Beto Yarce – Washington CASH
Beto introduced himself and gave a bit of background on how he came to be in Burien. He explained how he was able to develop a business that makes a comfortable living by getting a small loan and starting a "micro-business." He believes Micro-business provides good opportunities. He is involved with Washington Community Alliance for Self-Help (CASH). Their goal is to make clients self-sufficient. He has been running a program for Latino clients out of the Burien Community Center for just over one year. They have had many success stories in that time. They give microloans of $1,000 - $5,000 for clients to get started. Clients must be ready to go through the CASH Program. If they are not ready, they are referred to other programs to seek lower-level assistance.

Geri Fain --HSD
Geri showed a copy of the Highline School District Report. They are trying to have an informative way to show their goals and how the District is doing. Geri mentioned that the district now has 64% of its students receiving Free and Reduced Lunches. There are a lot of challenges, but they are making progress. The Superintendent will make a recommendation in May about when the District goes out for the next round of bonds for new schools. She mentioned that Parkside in Des Moines will open in February and construction will soon begin on McMicken. Those students will be at Sunnydale in the interim. Aviation still needs money.

<u>Round The Table</u>
Nancy: Southwest King County Chamber Holiday Lunch today – Rainier GCC –noon.
Carmen: Our January meeting is the same day as the Legislative breakfast – Carmen & Nancy will be gone.
Renee: #1 thing to do this season is hand-sanitize.
Brooks – May be able to help with a land/building inventorying project in Burien.
Steve – Buy all of your holiday presents local. Support your community.
Kathy Keene – Thank you for all you do.
Joan McGilton - Thank you so much for your hard work and dedication to the betterment of the community.

Burien
Washington, USA

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

DATE: April 7, 2010
FOR RELEASE: Immediately
CONTACT: Office of Community Development (206) 248-5510

CANCELLATIONS

PLANNING COMMISSION MEETING NOTICE

The City of Burien Planning Commission meetings scheduled for April 13 & 27, 2010, have been cancelled. The next meeting of the Planning Commission will be on Tuesday, May 11, 2010, at 7:00 p.m. at the Burien City Hall, 1st Floor, 400 SW 152nd Street.

###

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

cc: Burien City Council
Burien Staff
Burien Library
Discover Burien
Highline Times
Seahurst Post Office
White Center Now
B-Town Blog
Web site: www.burienwa.gov

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

Burien

Washington, USA

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

DATE: **April 7, 2010**
FOR RELEASE: **Immediately**
CONTACT: **Parks, Recreation & Cultural Services Department, (206) 988-3700**

CANCELLATION

CITY OF BURIEN
PARKS AND RECREATION BOARD
MEETING NOTICE

The City of Burien Parks and Recreation Board has cancelled their meeting scheduled on Wednesday, April 14, 2010. The next regularly scheduled meeting will be held on Wednesday, May 12, 2010, at 7:00 p.m. at the Burien Community Center, 425 SW 144th Street.

###

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

cc: Burien City Council
Burien Staff
Discover Burien
Highline Times
Burien Library
White Center Now
B-Town Blog
Web site: www.ci.burien.wa.us

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

R:/CC/Notices 2010/041410pkcanc

CITY OF BURIEN
AGENDA BILL

Agenda Subject: Discussion of and Possible Motion to Adopt Proposed Ordinance No. 537 Regarding the Reconciliation of Ordinance No. 348 and RCW 26.60's Qualifying Criterion for Domestic Partnerships.		**Meeting Date:** April 12, 2010
Department: City Manager **Contact:** Angie Chaufty, Human Resources Manager **Telephone:** (206) 248-5504	**Attachments:** 1. Comparison of Qualifying Criterion for Domestic Partnerships 2. Summary of 2010 Health Insurance Premium Costs 3. Proposed Ordinance No. 537.	**Fund Source:** N/A **Activity Cost:** N/A **Amount Budgeted:** N/A **Unencumbered Budget Authority:** N/A
Adopted Work Plan: **Yes No X**	**Work Plan Item Description:**	

PURPOSE/REQUIRED ACTION:
The purpose of this agenda item is to discuss the reconciliation of the differences between RCW 26.60 and the City's qualifying criteria for domestic partnerships and to take possible action on proposed Ordinance 537.

BACKGROUND (*Include prior Council action & discussion*):
On 12/17/01, Council passed Ordinance No. 348 which, in part, established the qualifying criteria for domestic partnerships for City employees. In the November 3, 2009 election via Referendum 71, the Washington State voters approved ESSSB 5688, the 2009 Registered Domestic Partnership Expansion Bill or the "Everything but Marriage Act". This bill broadened the benefits available to state registered domestic partners, as defined by RCW 26.60. The City is permitted to adopt its own qualifying criteria for domestic partnerships as long as the requirements are not more restrictive than the criterion established by RCW 26.60.

Therefore, in order to comply with state law the following BMC domestic partner criterion must be eliminated because they are more restrictive:

- Must be domestic partners for at least six months;
- Share the same regular and permanent residence;
- Have a close, personal relationship;
- Are jointly responsible for "basic living expenses;"
- Are each other's sole domestic partner; and
- Are responsible for each other's common welfare.

Staff has prepared proposed Ordinance No. 537 adopting RCW 26.60's qualifying criteria for a registered domestic partnership as the starting point for the discussion. If Ordinance No. 537 is adopted as proposed, the only criteria that would become more restrictive than the current criterion is the age requirement for opposite sex couples.

Attachment 1 provides a detailed comparison of RCW 26.60 and the City's current qualifying criteria. Attachment 2, a summary of the 2010 medical, dental, and vision premium costs, will provide Council with information regarding the potential fiscal impacts.

OPTIONS (*Including fiscal impacts*):
1. Adopt Proposed Ordinance No. 537 as presented.
2. Modify Proposed Ordinance No. 537 and place on a future agenda for approval.

Administrative Recommendation: Hold discussion and approve a motion to to adopt Proposed Ordinance No. 537 as presented.

Committee Recommendation: None.

Advisory Board Recommendation: None.

Suggested Motion: I move to adopt Ordinance No. 537 relating to domestic partner benefits, conforming BMC 2.27 to Referendum 71, providing for severability, and establishing an effective date.

Submitted by: **Administration** _____ **City Manager** _____

Today's Date: April 8, 2010	**File Code:** R:\CC\Agenda Bill 2010\041210cm-2 Domestic Partnership Defn.docx

ATTACHMENT 1

Comparison of Qualifying Criteria for Domestic Partnerships

Registered Domestic Partnerships – RCW 26.60	Ordinance No. 348	Ord. 348 compared to Registered Domestic Partnerships
Submit declaration to Washington Secretary of State and pay $50.		Less restrictive
Same sex couple OR Opposite sex couple when at least one is over the age of 62.		Less restrictive
	Domestic Partners for at least six months.	**More restrictive**
Share common residence.	Share the same **regular and permanent** residence.	**More restrictive**
	Have a close, personal relationship.	**More restrictive**
	Are jointly responsible for "basic living expenses". Basic living expenses" means the cost of basic food, shelter, and any other expenses of a Domestic Partner which are paid at least in part by a program or benefit for which the partner qualified because of the Domestic Partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.	**More restrictive**
Neither is married or in a registered domestic partnership with anyone else.	Are not married to anyone.	Less restrictive
Both at least 18 years old.	Are each eighteen (18) years of age or older.	Same
No closer than second cousins.	Are not related by blood closer than would bar marriage in the State of Washington.	Same
Both capable of consent.	Were mentally competent to consent to contract when domestic partnership began.	Same
	Are each other's sole domestic partner.	**More restrictive**
	Are responsible for each other's common welfare.	**More restrictive**

ATTACHMENT 2

2010 Medical, Dental, Vision Premium Costs

Employee + Partner/Spouse

	Monthly	Annual
City	$1,091.75	$13,101.00
Employee	$ 51.64	$ 619.68
Total	$1,143.39	$13,720.68

Employee + Partner/Spouse + 2 Dep

	Monthly	Annual
City	$1,565.15	$18,781.80
Employee	$ 97.58	$ 1,170.96
Total	$1,662.73	$19,952.76

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 537

AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, RELATING TO DOMESTIC PARTNER BENEFITS, CONFORMING BMC CH. 2.27 TO REFERENDUM 71, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on December 17, 2001, the City Council of the City of Burien enacted Ordinance No. 348 (codified at BMC Ch. 2.27) which, in part, established the qualifying criteria for domestic partner status as identified in Exhibit A attached thereto, and

WHEREAS, in the November 3, 2009, election via Referendum 71, the Washington State voters approved Engrossed Second Substitute Senate Bill (ESSSB) 5688, the 2009 Registered Domestic Partnership Expansion Bill, and

WHEREAS Section 1 of ESSSB 5688 amended RCW Ch. 26.60 establishing state registered domestic partnerships by adding a new statement of intent that broadens the benefits available to state registered domestic partners, and

WHEREAS, the City is permitted to adopt its own qualifying criteria for domestic partner status as long as the requirements are not more restrictive than the qualifying criteria for registered domestic partnerships under RCW CH. 26.60, and

WHEREAS, the current qualifying criteria for domestic partner status under the City Code is more restrictive than the qualifying criteria under RCW CH. 26.60, and

WHEREAS, the City finds that it is in the best interest of the public health, safety and welfare to amend BMC Ch. 2.27 to conform to state law;

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

<u>Section 1. Repeal and Re-Enactment of BMC CH. 2.27 (Domestic Partner Benefits)</u>. Chapter 2.27 of the Burien Municipal Code is hereby repealed in its entirety and re-enacted to read as follows:

2.27.010 Domestic Partner.

For purposes of the City personnel rules, a “domestic partner” shall mean and refer to a person who has been issued a state registered domestic partnership by the Office of the Secretary of State pursuant to RCW Ch. 26.60, as now or hereafter amended.

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

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

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

CITY OF BURIEN

_____
Joan McGilton, Mayor

ATTEST/AUTHENTICATED:

_____
Monica Lusk, City Clerk

Approved as to form:

_____
Christopher D. Bacha,
Kenyon Disend, PLLC
Interim City Attorney

Filed with the City Clerk: April 5, 2010
Passed by the City Council:
Ordinance No. 537
Date of Publication:

CITY OF BURIEN
AGENDA BILL

Agenda Subject: Motion to Approve Appointments to the Planning Commission		**Meeting Date:** April 12, 2010
Department: City Manager	**Attachments:**	**Fund Source:** N/A **Activity Cost:** N/A **Amount Budgeted:** N/A **Unencumbered Budget Authority:** N/A
Contact: Monica Lusk, City Clerk		
Telephone: (206) 248-5517		
Adopted Work Plan Priority: Yes No X	**Work Plan Item Description:**	

PURPOSE/REQUIRED ACTION:

The purpose of this agenda item is for Council to make appointments to the Planning Commission. Council held interviews on March 1, 8, and 22.

Background (*Include prior Council Action and Discussions*):

A call for volunteers to serve on Burien's Planning Commission was placed in the Highline Times, Burien City News, on TBC21, on the B-Town Blog, on White Center Now, and on the City's website. Thirteen applications for the Planning Commission were received to fill four positions.

OPTIONS (*Including fiscal impacts*):

1. Appoint applicants to fill all or some of the Planning Commission vacancies with the terms noted.
2. Do not appoint any of the applicants, and re-advertise.

Administrative Recommendation: Per Council direction.

Committee Recommendation: N/A

Advisory Board Recommendation: N/A

Suggested Motion:
Move to appoint
_____ to Planning Commission Position 1,
_____ to Planning Commission Position 2,
_____ to Planning Commission Position 3, and
_____ to Planning Commission Position 4
for terms that will begin on April 12, 2010, and expire on March 31, 2014.

Submitted by: Monica Lusk
Administration _____

Mike Martin
City Manager _____

Today's Date: April 7, 2010	**File Code:** R:/CC/AgendaBill2010/041210cm-3 advbdappts pc

CITY OF BURIEN
AGENDA BILL

Agenda Subject: 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.	**Meeting Date:** April 12, 2010

Department: City Manager **Contact:** Jenn Ramirez Robson, Management Analyst **Telephone:** (206) 439-3165	**Attachments:** 1. Resolution 310 2. Draft Interlocal Agreements with King County	**Fund Source:** N/A **Activity Cost:** N/A **Amount Budgeted:** N/A **Unencumbered Budget Authority:** N/A
Adopted Initiative: **Yes X No**	**Initiative Description: Make annexation successful**	

PURPOSE/REQUIRED ACTION:
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.

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

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.

On March 22 and April 5, 2010, the Council held discussions on the components of the ILA and the issues that been raised and negotiated with King County.

OPTIONS (*Including fiscal impacts*):
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.
2. Do not authorize the execution of the interlocal agreements and direct staff on continuation of negotiations with King County.

Administrative Recommendation: Authorize the City Manager to execute the Interlocal Agreements with King County.

Committee Recommendation: n/a

Advisory Board Recommendation: n/a

Suggested Motion: 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** _____

Today's Date: April 6, 2010	**File Code:** R:\CC\Agenda Bill 2010\041210cm-1 Annex Area ILA with KC.docx

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 ____TH 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: April 5, 2010
Passed by the City Council:
Resolution No. 310

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 Sherriff'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 23rd, 1993The Road Services Division shall provide road related services at it's 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 23rd, 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 – 5th 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°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°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 10th 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 15th Avenue Southwest to the south margin of Southwest 112th 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 B

AFTER RECORDING RETURN TO:
City of Burien, Washington

QUIT CLAIM DEED

GRANTOR – KING COUNTY
GRANTEE - CITY OF Burien
LEGAL - -
TAX NO. – N/A

The Grantor, KING COUNTY, WASHINGTON, a political subdivision of the State of Washington, for and in consideration of mutual benefits, receipt of which is hereby acknowledged, conveys and quit claims unto the Grantee, the CITY OF BURIEN, a municipal corporation of the State of Washington, those certain real property interests, as legally described in Exhibit A, attached hereto and made a part of this Deed together with any after-acquired title which the Grantor may acquire.

Dated this_____day of_____, 200__.

KING COUNTY, WASHINGTON

BY_____

TITLE_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that_____signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the_____of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated_____

_____
NOTARY PUBLIC in and for the State
of Washington, residing at_____
My appointment expires_____

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. <u>Pre-annexation Land Use Permit Applications Filed with King County</u>.

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

Tax Parcel Number	Street Address
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.120th 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 116th Street and west of the west line of 1st 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 (1st Ave. S.); thence southerly 179 ft to the true point of beginning.

Together with,
That portion of the south ½ of the SE ¼ of the NE ¼ of STR 7-23-4 in King County, Washington, described as follows: Beginning at the NE ¼ 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:	City:
Kevin Brown Director, Parks and Recreation Division, DNRP King Street Center 201 S. Jackson Street, Rm. 700 Seattle, WA 98104	Mike Martin City Manager 400 SW 152nd 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

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 124th Street;
Thence Westerly along said North margin 448.69 feet to the Easterly margin of 2nd 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

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 3rd 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 2nd 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

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 126th Street;
Thence East 85 feet along the South line of Southwest 126th 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 126th Street;
Thence West 30 feet along the South line of Southwest 126th 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

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 126th 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

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

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 126th 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 126th 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 126th Street;
EXCEPT those portions of Lots 23, 24, 25 and 26, and vacated Southwest 126th 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 118th 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

<u>ILLUSTRATION OF PARKS – ARBOR LAKE PARK</u>

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

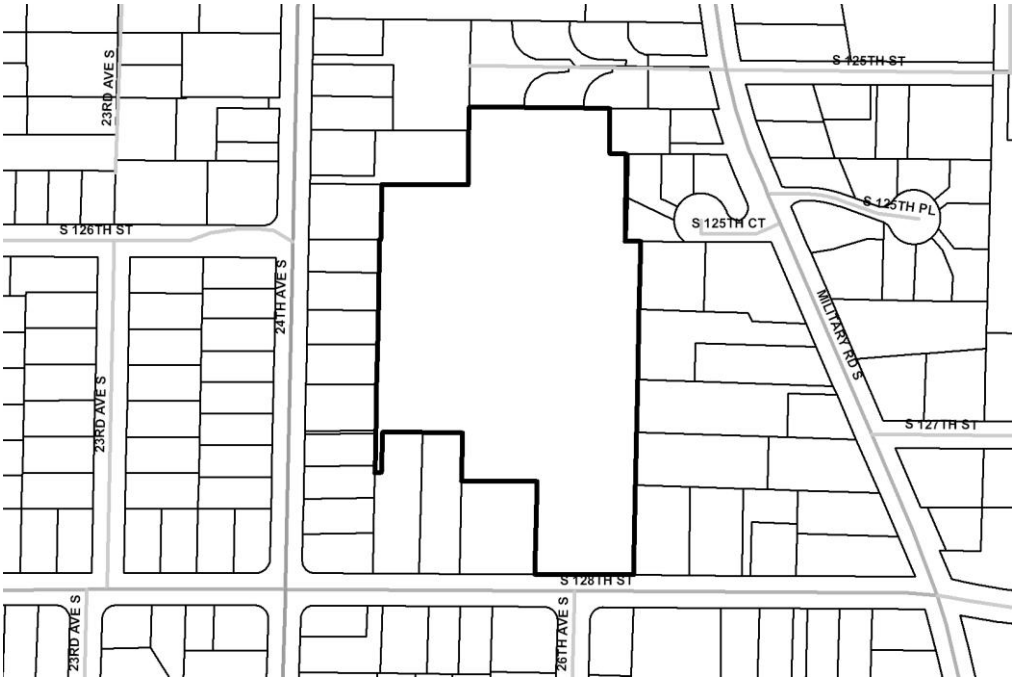


Image below is a color aerial photo of the same area as shown above.

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

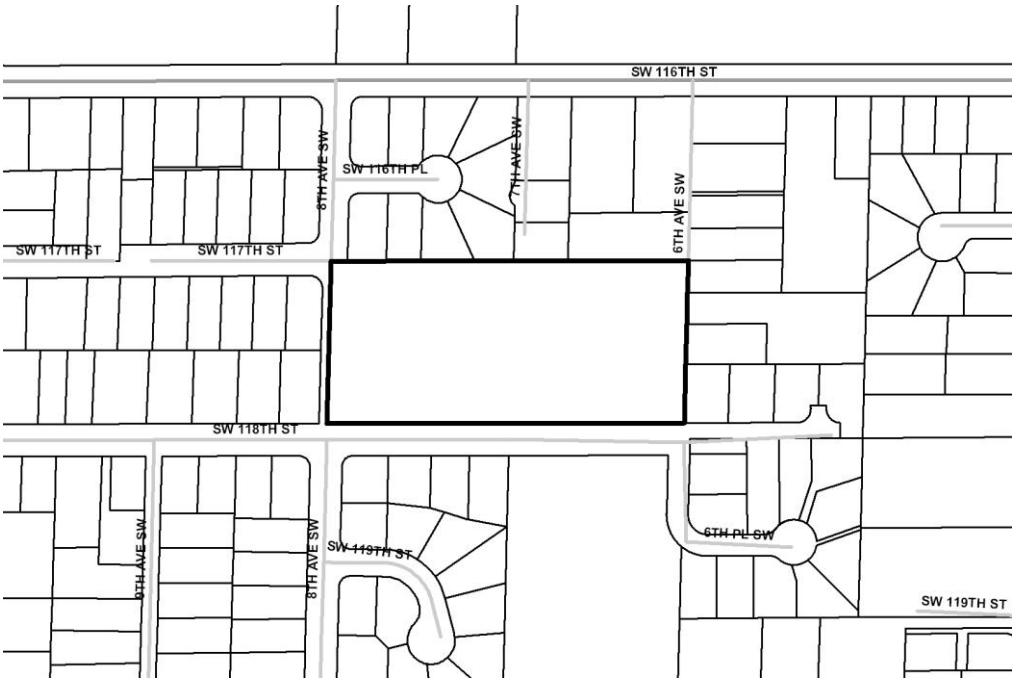


Image below is a color aerial photo of the same area as shown above.

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, WASHINGON
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

By _____

Its _____

DATE:_____

CITY OF BURIEN

By_____

Its _____

DATE:_____

Approved as to Form:

_____
King County
Deputy Prosecuting Attorney

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-4

Environmental Liability at Arbor Lake Park

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.

CITY OF BURIEN
AGENDA BILL

Agenda Subject: Discussion on King County Animal Control Services.		**Meeting Date:** April 12, 2010
Department: City Manager **Contact:** Jenn Ramirez Robson, Management Analyst **Telephone:** (206) 439-3165	**Attachments:** 1. Background/Introduction on Regional Option 2. Outline of Terms 3. Estimated Cost Allocation 4. Map of Control Districts 5. Frequently Asked Questions 6. Termination of Animal Control Agreement	**Fund Source:** N/A **Activity Cost:** N/A **Amount Budgeted:** N/A **Unencumbered Budget Authority:** N/A
Adopted Initiative: **Yes X No**	**Initiative Description: Develop Animal Control Plan for Burien**	

PURPOSE/REQUIRED ACTION:
The purpose of this agenda item is to discuss the regional model for animal control services that King County proposed on April 7, 2010.

BACKGROUND (*Include prior Council action & discussion*):
Since the mid-1980's King County has been providing animal control, sheltering and licensing functions on behalf of cities on a regional basis, in exchange for keeping all pet licensing revenue. In recent years, the County has spent in excess of $2 million annually from the County general fund to support the services. Based on direction from the County Council to enter into new cost-recovery arrangements with the cities, the County recently issued termination letters to cities for the existing animal services contracts, effective July 1. In anticipation of the termination of contracts, a Joint Cities-County Work Group has been meeting since January to develop a proposed "Agreement in Principle" for a new regional animal control system.

For the purpose of this discussion, you will receive an overview of the proposed regional model. The timeframe for making a decision on whether Burien will participate in this model is given below:

- April 30: Initial statements of interest in contracting from cities
- May 3: Adjusted costs circulated to all parties based on April 30 indications of interest. If the cost increase will be 10% or greater, a second statement of intent will be requested.
- May19: Second statement of intent **(**if needed)
- May 24-27: Parties confer and determine whether/how to proceed.
- June 3: Final form of contract circulation (draft versions will be circulated during the decision process
- Mid-late June: All participating jurisdictions act by mid-June in order for new agreement to become effective by July 1

City staff is studying the County's regional model, as well as sub-regional and City provided delivery options for animal services. Staff will present these options at the April 26 Council meeting.

OPTIONS (*Including fiscal impacts*):
1. n/a

Administrative Recommendation: hold discussion

Committee Recommendation: n/a

Advisory Board Recommendation: n/a

Suggested Motion: none required at this time

Submitted by:
Administration _____ **City Manager** _____

Today's Date: April 8, 2010	**File Code:** R:\CC\Agenda Bill 2010\041210cm-4 animal control.docx

Joint Cities-County Work Group on Regional Animal Services

Background/Introduction on Agreement in Principle to Provide a Regional System

Animal control, sheltering and licensing are discretionary local services that historically were provided by individual jurisdictions and King County. While discretionary, the services address public health, safety, and animal welfare outcomes that are important to our residents. After being approached by leadership of the Suburban Cities Association in the mid 1980s, King County agreed to provide animal control, sheltering and licensing functions on behalf of cities on a regional basis, in exchange for keeping all pet licensing revenue.

Current Service Arrangements

Thirty-five cities have an animal services contract with the County (Seattle, Renton, Skykomish and Milton do not have contracts). Most cities contract for all three service components: control, shelter, and licensing. Two cities contract for shelter only (Des Moines, Normandy Park); one city contracts for shelter and field only (Newcastle). Five cities currently purchase a higher level of animal control services (Auburn, Shoreline, Kirkland, Tukwila, SeaTac).

The service arrangement has not been revisited since its inception and, over time, the gap between system revenue and system cost has grown to a level that is not sustainable for the County. In recent years, the County has contributed in excess of $2 million annually from the County general fund to support the services. Based on direction from the County Council to enter into new cost-recovery arrangements with the cities, the County recently issued termination letters to cities for the existing animal services contracts, effective July 1.

Joint Cities-County Work Group

In anticipation of the termination of contracts, a Joint Cities-County Work Group has been meeting since January to develop a proposed "Agreement in Principle" for a new regional animal control system. This "Agreement in Principle" is intended to define a new basis for animal services contracts that could, if adopted by a sufficient number of cities, preserve the benefits of a regional animal services system (see Attachment 1). The alternative to a regional model is that cities will have to either operate their own individual systems or create subregional arrangements for service delivery. Under any delivery option – local, subregional or regional – cities will have to begin paying something for animal services to continue.

As the Work Group reviewed data about the present system, it became clear that cities face very different circumstances with respect to animal services: some are very heavy users of the shelter and control operations; others use it much less. The reasons could relate to demographics, behavior, the geographic proximity of the County shelter or nonprofit shelters, or some combination of factors. The licensing revenue generated by the system

also varies dramatically among jurisdictions on a per capita basis, in part based on where the County has in the past focused marketing efforts.

Economies of scale exist in providing animal services: the more cities that participate in a regional system, the lower the costs are for everyone. Conversely, if the geographic distribution of cities participating in the regional system starts to look like a patchwork, the service delivery becomes more challenging and inefficient; at some point, the County will not be willing or able to effectively provide service.

Summary of the Agreement in Principle

The "Agreement in Principle" represents a departure from "business as usual" in the delivery of animal services by the County (see Attachment 2). The primary difference in **control** services will be having animal control officers dedicated to each of four districts 5-days per week (see Attachment 3), while allowing cities individually or collectively within each district to contract for higher levels of service. Operations at the Kent **shelter** will be improved with limited resources through closing the Crossroads shelter and concentrating staff resources in Kent, expanding the foster and volunteer network, and instituting practices to reduce the number of animals and their length of stay (such as fees for owner surrenders, utilizing capacity at PAWS, and seeking collaboration with other private animal welfare partners). **Licensing** functions will continue to include licensing administration as well as marketing and education, with more incentive for cities to participate in increasing licensing revenues.

The proposed system costs to be allocated are $5.6 million (annualized for 2010 – see Attachment 4). This reflects a reduction of about $800,000 from estimates provided to cities in early 2010, achieved through cost reductions and the County absorbing some costs. The "Agreement in Principle" seeks to balance the different situations of cities by proposing a cost allocation methodology based on both population and usage factors (a 50-50 split). Licensing revenues ($3.2 million) are credited to jurisdictions based on the residence of the person buying a pet license. A variety of allocations were considered before arriving at this methodology. The County is proposing to provide transitional funding to those participating cities that have the highest per capita costs. The County is also proposing to provide enhanced licensing marketing support for cities with the lowest licensing revenue per capita.

The Agreement in Principle proposes a 2.5 year agreement, during which time the parties, through a Joint Cities-County Committee, will focus on increasing system revenue and reducing system costs. The Agreement in Principle identifies several of these collaborative initiatives, including an exploration of alternative licensing systems and ways to further reduce shelter operation needs. Parties would be allowed to terminate for convenience upon six months notice. Contracts could be extended by mutual agreement for an additional 2 years.

The Work Group concluded that to maximize system efficiency, a "menu" approach to the purchase of services is not practicable. For example, it is not efficient for a limited number of field officers to drop animals at multiple shelters. Similarly, the more licensing systems

or different field systems the County shelter must interface with, the greater the administrative complexities, inefficiencies, and costs.

The Agreement in Principle is described in the attached tables and map, together with a timeline and steps for adoption, and related information.

Attachments:

1. Benefits of a Regional System
2. Outline of Terms for Agreement in Principle
3. Map of Control Districts
4. Estimated Annualized 2010 Regional Program Cost Allocation
5. Frequently Asked Questions
6. Timeline

JOINT CITIES-COUNTY WORK GROUP FOR REGIONAL ANIMAL SERVICES

OUTLINE OF TERMS FOR AGREEMENT IN PRINCIPLE

	CONTROL	SHELTER	LICENSING
Parties *Assumes the following cities do not participate: Federal Way, Seattle, Renton, Des Moines, Normandy Park, Medina, Newcastle, Skykomish, Milton*	**TBD**	**TBD** Bothell, Woodinville, Lake Forest Park, Shoreline, Kenmore ("Northern Cities") will contract for primary shelter services with PAWS (a nonprofit shelter located in Lynnwood). The County will also seek to contract with PAWS for sheltering of animals from part of the north County unincorporated area.	**TBD**
Services	**4 districts, each staffed with 1 Animal Control Officer**, 5-day/week, 8-hour/day (TBD: M-F or T-S). 6 total officers to cover sick leave, vacation leave, other. Cities may coordinate sub-regionally to purchase higher level of service (specific service options TBD). **Regionally shared resources:** 1 field sergeant; 1 animal cruelty sergeant; 3 FTE call center open 5-day/8-hour, after hours dispatch through Sheriff's Office.	▪ Humane standards of care ▪ Kent Shelter remains open ▪ Crossroads Shelter closes ▪ PAWS serves Northern Cities under separate contract ▪ Seek future partnerships for adoption, technical assistance with other nonprofit animal welfare organizations	Administration of licensing system; marketing, education and outreach to maintain and increase licensing sales. County will absorb costs of using mainframe IT system.
Cost Allocation	Allocate one quarter of total costs to each district. Within each district, allocate costs to jurisdictions by combination of usage (calls for service) and population (50% usage/ 50% population).	Allocate costs by combination of usage (shelter intake) and population (50% usage/50% population). Northern Cities pay half of the population-based factor for regional system benefits associated with shelter.	Allocate by usage and population (50% usage/50% population).
Revenue Allocation	Control revenues (e.g., fines for control violations) netted from total control costs before allocating costs.	Shelter revenues (e.g., adoption fees, microchip fees, impound fees) netted from total shelter costs before allocating costs.	Licensing penalty revenue netted from total licensing costs before allocating costs. Regular licensing fees allocated to jurisdiction of resident buying license.

Payment Method/ Timing	Payment for July-December 2010 services due January 2011. Estimated fees for July-December 2010 service based on 50% of estimated annualized 2010 regional program cost allocation. For services in 2011 and 2012, semi-annual payments due April 1 and October 1, estimated based on prior year usage and revenue, applied to current year budget. Reconciliation calculated each June based on prior year's actual usage, allocable actual costs and actual revenues. Reconciliation amounts will be applied as credit or charge to October payment. Reconciliation for 2010 fees (calculated in June 2011) based on half of estimated annualized 2010 regional program cost allocation, and actual July-December revenues and usage.
Cost Inflator Cap	The total cost for control, shelter and licensing collectively allocable to the cities (excluding any costs associated with purchases by cities of additional services) will not increase by more than 5.5% per year.
Contract term and termination provisions	Contract Term: 2½ years: July 1, 2010 through December 31, 2012 ▪ 6 month termination for convenience notice (can be used on day one or at back end of contract). ▪ Transitional support provided by County for cities with highest cost or lowest revenue per capita; only available to cities contracting for full 2.5 year term. ▪ County reserves right to terminate services for areas/services if too many cities withdraw making continuation of service delivery to remaining areas impracticable (e.g., lack of contiguous service area, impracticability in linkages between field and sheltering, records management challenges). ▪ Option to extend service contract for 2 additional years upon mutual agreement.
Services Purchased	Cities must purchase all three services from the County under the contract. Limited exception will be made as follows: ▪ Northern Cities contracting with PAWS will pay no shelter usage component charge but will pay a regional sheltering charge equal to one-half the population-based sheltering charge (incorporated into current cost estimates).

Ongoing Collaborative Initiatives	▪ Update of animal services codes as means to increase revenues and incentives for residents to license, retain, and care for pets. ▪ Explore practicability of private for-profit licensing system. ▪ Pursue linkages between County and private non-profit shelter and rescue operations to maximize opportunities for pet adoption, reduction in homeless pet population, and other efficiencies. ▪ Promote licensing through joint marketing activities of cities and the county. ▪ Explore options for increasing service delivery efficiencies across the board. ▪ Study options for Kent Shelter repair/replacement. ▪ Complete compensation and classification study for shelter staffing benchmarked with other publicly operated shelters.
Joint City-County Committee	A committee composed of 3 county representatives (appointed by County) and 6 city representatives (appointed by cities) shall meet not less than twice each year to review service issues and make recommendations regarding efficiencies and improvements to services. Members may not be elected officials. The committee shall review and make recommendations regarding the conduct and findings of the collaborative initiatives. Subcommittees to focus on individual initiatives may be formed, each of which shall include membership from both county and city members of the Joint City-County Committee. Recommendations of the Joint City-County Committee are non-binding.

County Transition Funding	The County shall establish an initial annualized level of transition funding for cities as follows: ▪ $250,000 shall be allocated by population to those cities with estimated net per capita 2010 regional model costs above the median (net cost > $3 per capita). ▪ An additional $400,000 shall be allocated by population to the five cities with the highest estimated net per capita 2010 regional model costs (net cost > $5.50 per capita). Cities who contract for the full 2.5 year term and qualify for transition funding shall receive: ▪ One-half of the initial annualized level for the second half of 2010. ▪ The initial annualized level in 2011. ▪ 66% of the initial annualized level in 2012. ▪ 33% of the initial annualized level in 2013, if the city and County enter into a 2-year extension agreement. ▪ 0% in 2014. In addition, the County shall provide in 2010 enhanced licensing marketing support to the five cities with the lowest 2009 licensing revenue per capita. For each unit of enhanced licensing marketing support, the County will provide $20,000 in services estimated to generate 1,000 licenses or $30,000 in licensing revenue. ▪ Two cities over 100,000 in population shall each receive 2 units of enhanced licensing marketing support (estimated $60,000 in licensing revenue in each city). ▪ Three cities under 30,000 in population shall share one unit of enhanced licensing marketing support (estimated $10,000 in licensing revenue in each city).

Joint Cities-County Work Group on Regional Animal Services
Estimated Annualized 2010 Regional Program Cost Allocation (1)
with Transition Funding and Transitional Licensing Support

	Control	Sheltering	Licensing	Total Allocated Costs	2009 Licensing Revenue	Estimated Net Cost
Total Regional Program Costs To Be Allocated:	**$1,698,600**	**$3,004,900**	**$898,400**	**$5,601,900**	**$3,209,469**	**-$2,392,431**

Proposed Animal Control District Number	Jurisdiction	Estimated Animal Control Cost Allocation (2)	Estimated Sheltering Cost Allocation (Excludes Costs to North Side Cities for PAWS Sheltering) (3)	Estimated Pet Licensing Cost Allocation (4)	Estimated Total Cost Allocation	2009 Licensing Revenue	Estimated Net Cost Allocation	Transition Funding (5)	Estimated Revenue from Transitional Licensing Support	Estimated Net Final Cost
200	Bothell	$34,336	$22,973	$30,095	$87,404	$102,067	$14,663	$0	$0	$14,663
	Carnation	$2,563	$8,091	$1,564	$12,218	$5,723	-$6,495	$1,431	$0	-$5,065
	Duvall	$6,615	$12,571	$5,385	$24,571	$22,113	-$2,457	$0	$0	-$2,457
	Unincorporated King County	$116,932	*(see total below)*	*(see total below)*	$116,932	*(see total below)*	*(see total below)*	*NA*	*NA*	*(see total below)*
	Kenmore	$25,488	$13,943	$19,140	$58,571	$73,160	$14,589	$0	$0	$14,589
	Kirkland	$50,147	$97,540	$38,979	$186,666	$159,211	-$27,455	$0	$0	-$27,455
	Lake Forest Park	$13,759	$8,741	$12,726	$35,226	$71,987	$36,761	$0	$0	$36,761
	Redmond	$50,336	$97,197	$41,042	$188,575	$134,311	-$54,264	$0	$0	-$54,264
	Sammamish	$38,565	$68,595	$34,532	$141,692	$135,125	-$6,567	$0	$0	-$6,567
	Shoreline	$71,289	$37,036	$46,034	$154,359	$189,347	$34,987	$0	$0	$34,987
	Woodinville	$14,619	$7,275	$9,462	$31,357	$37,918	$6,562	$0	$0	$6,562
SUBTOTAL FOR CITIES IN 200 (excludes unincorporated area)		**$307,718**	**$373,961**	**$238,959**	**$920,638**	**$930,963**	**$10,325**	**$1,431**	**$0**	**$11,755**
220	Beaux Arts	$466	$459	$301	$1,226	$900	-$326	$0	$0	-$326
	Bellevue	$151,300	$233,274	$90,629	$475,204	$274,346	-$200,857	$0	$60,000	-$140,857
	Clyde Hill	$3,676	$4,389	$2,465	$10,530	$8,044	-$2,486	$0	$0	-$2,486
	Unincorporated King County	$174,816	*(see total below)*	*(see total below)*	$174,816	*(see total below)*	*(see total below)*	*NA*	*NA*	*(see total below)*
	Hunts Point	$382	$677	$229	$1,288	$230	-$1,059	$0	$0	-$1,059
	Issaquah	$42,683	$58,181	$20,013	$120,876	$64,509	-$56,368	$0	$0	-$56,368
	Mercer Island	$26,827	$37,530	$17,142	$81,498	$55,113	-$26,385	$0	$0	-$26,385
	North Bend	$10,448	$14,463	$4,024	$28,935	$14,341	-$14,594	$3,565	$0	-$11,029
	Snoqualmie	$12,950	$20,832	$6,901	$40,683	$23,667	-$17,015	$0	$0	-$17,015
	Yarrow Pt	$1,102	$1,405	$819	$3,327	$2,864	-$463	$0	$0	-$463
SUBTOTAL FOR CITIES IN 220 (excludes unincorporated area)		**$249,834**	**$371,210**	**$142,523**	**$763,567**	**$444,014**	**-$319,553**	**$3,565**	**$60,000**	**-$255,988**
240	Burien (includes North Highline Area X Annexation)	$85,675	$161,131	$35,845	$282,652	$119,251	-$163,400	$34,634	$0	-$128,767
	Unincorporated King County	$81,257	*(see total below)*	*(see total below)*	$81,257	*(see total below)*	*(see total below)*	*NA*	*NA*	*(see total below)*
	Kent (Includes Panther Lake Annexation)	$169,516	$643,902	$84,166	$897,584	$255,365	-$642,219	$317,628	$60,000	-$264,591
	SeaTac	$50,171	$105,148	$18,847	$174,166	$53,065	-$121,101	$19,272	$10,000	-$91,829
	Tukwila	$38,031	$78,208	$12,000	$128,239	$30,348	-$97,892	$13,609	$10,000	-$74,282
SUBTOTAL FOR CITIES IN 240 (excludes unincorporated area)		**$343,393**	**$988,390**	**$150,858**	**$1,482,641**	**$458,028**	**-$1,024,612**	**$385,143**	**$80,000**	**-$559,469**
260	Algona	$10,146	$16,087	$2,418	$28,651	$11,415	-$17,237	$7,746	$0	-$9,491
	Auburn	$135,980	$318,537	$45,052	$499,569	$158,415	-$341,154	$170,685	$0	-$170,469
	Black Diamond	$10,160	$17,383	$3,483	$31,026	$13,071	-$17,954	$3,131	$0	-$14,824
	Covington	$49,061	$63,567	$15,742	$128,371	$60,534	-$67,836	$13,130	$0	-$54,706
	Enumclaw	$30,292	$53,472	$8,541	$92,304	$22,464	-$69,840	$32,161	$10,000	-$27,679
	Unincorporated King County	$126,254	*(see total below)*	*(see total below)*	$126,254	*(see total below)*	*(see total below)*	*NA*	*NA*	*(see total below)*
	Maple Valley	$45,622	$63,754	$17,056	$126,432	$62,293	-$64,139	$15,609	$0	-$48,530
	Pacific	$17,136	$33,165	$4,682	$54,982	$18,920	-$36,062	$17,400	$0	-$18,662
SUBTOTAL FOR CITIES IN 260 (excludes unincorporated area)		**$298,396**	**$565,966**	**$96,974**	**$961,335**	**$347,112**	**-$614,223**	**$259,862**	**$10,000**	**-$344,362**
	TOTAL FOR CITIES	**$1,199,341**	**$2,299,526**	**$629,314**	**$4,128,181**	**$2,180,117**	**-$1,948,064**	**$650,000**	**$150,000**	**-$1,148,064**
	Total King County Unincorporated Area Allocation	***$499,259***	***$705,374***	***$269,086***	***$1,473,719***	***$1,029,352***	***-$444,367***			***-$444,367***

King County Transitional Costs	
• IT Costs Associated with Mainframe Systems	***-$170,000***
• Potential Lease Costs for 2011	***-$150,000***
• Transition Funding for Cities	***-$650,000***
• Transitional Licensing Support for Cities	***-$100,000***
TOTAL FOR KING COUNTY	***-$1,514,367***

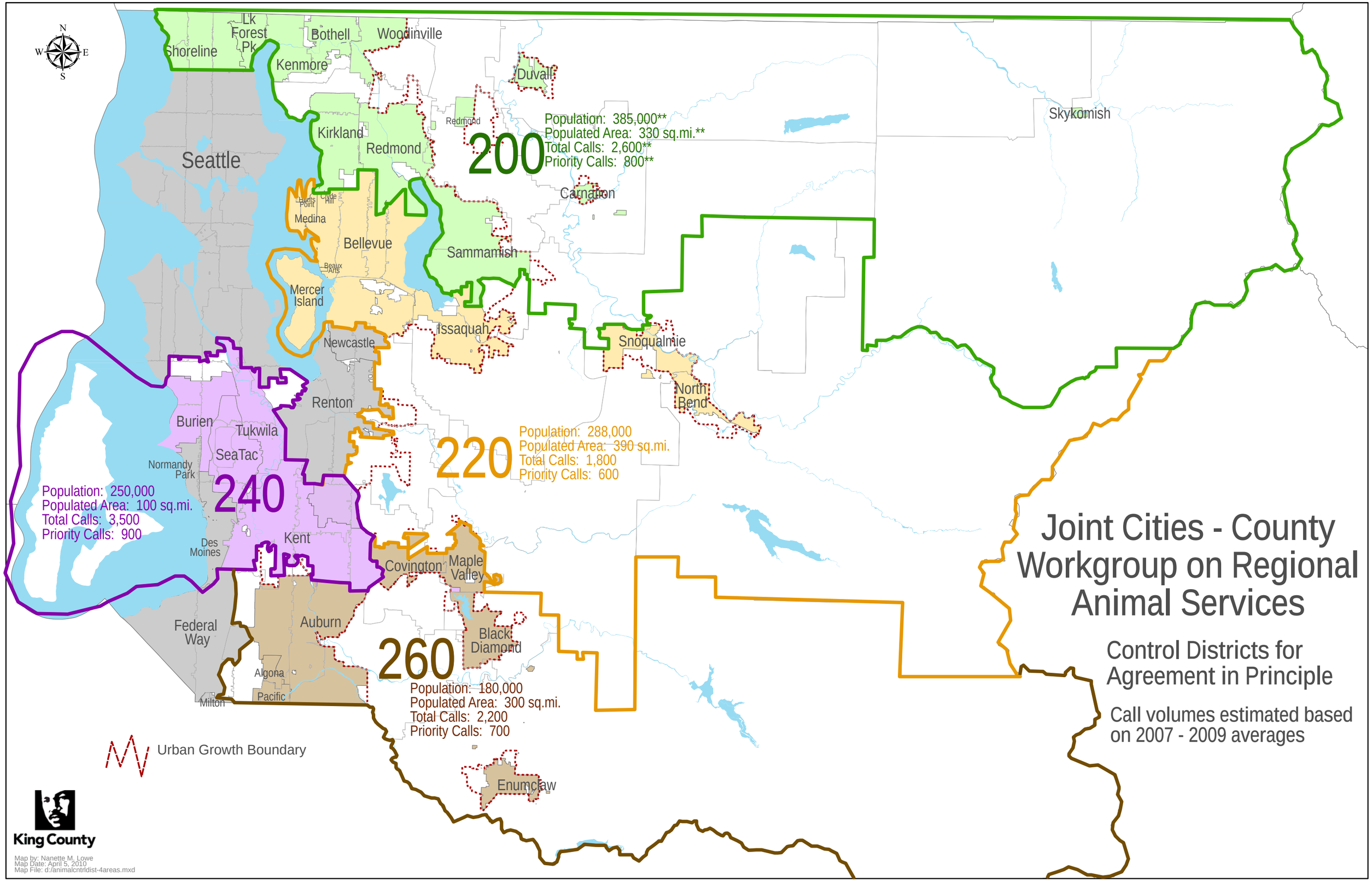
Source: KC Office of Management and Budget and Animal Care and Control

Date: April 7, 2010

Notes:

1. Estimated allocations are based 50% on population and 50% on use. Populations, usage, and revenues have been adjusted to include annexations with 2010 effective dates of July 1, 2010 or earlier (i.e., Burien, Panther Lake). Usage estimated as follows: total calls for control, total intake for sheltering, and total active licenses for licensing. Assumes the following cities do not participate: Federal Way, Seattle, Renton, Des Moines, Normandy Park, Medina, Newcastle, Skykomish, and Milton.
2. One quarter of control costs are allocated to each district, then costs are further allocated 50% by total call volume (averaged from 2007-2009) and 50% by 2009 population.
3. Shelter costs are allocated 50% by King County shelter volume intake (averaged for 2008-2009) and 50% by 2009 population. Values for north cities anticipating using PAWS for sheltering include only the 50% population allocation. North city costs to send animals formerly sent to King County shelters to PAWS are estimated at the following assuming a cost of $150 per animal: Bothell, $13,050; Kenmore, $7,575; Lake Forest Park, $3,150; Shoreline, $22,575; Woodinville, $6,600. The reducution in population-related costs for the north cities is distributed to all other jurisdictions based on population.
4. Licensing costs are allocated 50% by population and 50% by total number of active licenses (average 2007-2009).
5. Transition funding is allocated per capita in a two tier formula to cities with certain per capita net cost allocations as indicated below. Licensing support is allocated to the five cities with the lowest per capita licensing revenue.

- $250,000 is allocated to cities with net costs exceeding $3.00 per capita
- $400,000 is allocated to cities with net costs exceeding $5.50 per capita


Joint Cities - County Workgroup on Regional Animal Services
Control Districts for Agreement in Principle
Call volumes estimated based on 2007 - 2009 averages
200
Population: 385,000**
Populated Area: 330 sq.mi.**
Total Calls: 2,600**
Priority Calls: 800**
220
Population: 288,000
Populated Area: 390 sq.mi.
Total Calls: 1,800
Priority Calls: 600
240
Population: 250,000
Populated Area: 100 sq.mi.
Total Calls: 3,500
Priority Calls: 900
260
Population: 180,000
Populated Area: 300 sq.mi.
Total Calls: 2,200
Priority Calls: 700
Urban Growth Boundary
Shoreline
Lk Forest Pk
Bothell
Woodinville
Kenmore
Duvall
Redmond
Kirkland
Seattle
Skykomish
Carnation
Medina
Bellevue
Sammamish
Mercer Island
Issaquah
Newcastle
Snoqualmie
North Bend
Renton
Burien
Tukwila
SeaTac
Normandy Park
Kent
Des Moines
Covington
Maple Valley
Federal Way
Auburn
Black Diamond
Algona
Pacific
Milton
Enumclaw
King County
Map by: Nanette M. Lowe
Map Date: April 5, 2010
Map File: d:/animalcntrldist-4areas.mxd

"Regional Animal Services of King County"

Frequently Asked Questions

Prepared for City Managers/Administrators Meeting April 7, 2010

What animal services does King County currently provide?
The goal of animal services is to protect public health and safety and provide humane care for animals. Animal services include three primary components: animal control, animal sheltering, and pet licensing.

King County Animal Care and Control (KCACC) has been in operation for over 38 years. KCACC currently operates two shelter locations within King County: a main shelter in Kent and a smaller shelter in the Crossroads area of Bellevue. KCACC has sheltered between 9,000 and 12,000 homeless animals per year in recent years. The program provides shelter for animals who are surrendered by owners, dropped off as strays, impounded for behavioral or other reasons, or deemed evidence in law enforcement investigations. KCACC dispatches animal control officers to respond to calls about dangerous, stray, dead or injured animals. King County sells and markets pet licenses as a means to both increase efficiency of shelter and control operations and generate revenue to support the system.

Who receives the service from the County now?
Currently, KCACC provides services to all residents in the unincorporated area of the County and contracts with 35 other cities within the County (excluding Seattle, Renton, Skykomish and Milton). KCACC provides limited contract services to Des Moines, Newcastle and Normandy Park. Five cities purchase an enhanced level of control service from the County (Auburn, Shoreline, Kirkland, SeaTac, Tukwila).

What is the benefit of a regional system?
A regional system provides for better public health, safety, animal welfare and customer service outcomes in a more cost efficient and effective manner. These benefits accrue through significant economies of scale and, in the new regional model, properly aligned financial incentives that support desired programmatic outcomes and help to contain costs over time.

For cities, a regional system allows local police agencies to focus on traditional law enforcement matters and shifts the burden of a complex and unique service to the County and specially trained animal services staff.

For the public, a regional system is simpler to understand and to use. There is one place to call to renew or acquire a pet license. There is one place to call to find a lost pet. The public health system has a better ability to identify and track issues related to animals, such as rabies.

For animals, a regional system provides for humane standards of care and the capacity to address a broad array of unusual events involving animals including horse cruelty, animal hoarding, loose livestock, dog fighting and cock fighting rings, illegal reptile vendor operations, animal quarantines, and holding of animals as evidence in criminal cases. A regional system also provides for routine vaccination of animals and low-cost, high-volume spay/neuter operations to reduce the population of homeless and unwanted animals.

How is the proposed regional service model different from what King County is currently doing?

(1) Control operations will be organized by district to improve accountability.

a. Animal control officers will be dedicated to one of four specific geographic districts. Coverage will be more consistent and predictable and cities will be able to build a relationship with their district's dedicated officers.
b. The base level of field services will be provided 5-days per week rather than 7-days per week in order to contain costs. Cities may contract with the County for a higher level of service.

(2) New sheltering arrangements will help ensure humane standards of care for animals within current capacity and resource constraints.

a. Northern cities will contract with PAWS, a private nonprofit shelter in Lynnwood, for shelter capacity.
b. At the County's Kent shelter, new policies and practices will be put in place to ensure that animals can be humanely cared for within limited available resources. Expanded use of volunteers and the foster network will support this effort.
c. The number of adoptions from the Kent shelter will be maximized by seeking transfer and other arrangements with private animal welfare partners.
d. The Crossroads shelter will be closed to save costs and focus resources.

(3) *Incentives will be aligned across the system to encourage desired behavior and ultimately bring down costs.*

a. While the current licensing structure will remain in place, cities will be incentivized to increase licensing rates in order to offset their costs. Higher licensing rates have the added benefit of improving the efficiency of control and shelter services.
b. Costs will be allocated partially based on use in order to encourage less use of the system and collaborative efforts to decrease the number of homeless pets.
c. Residents will be provided with resources (such as education to change pet behavior) and incentives (such as fees for owners who surrender pets) to encourage cost-effective solutions that do not burden the system.

How do the County's costs compare to other shelters?
King County's average sheltering cost-per-animal is comparable to or lower than that of other public and nonprofit shelters. Many factors impact the cost-per-animal sheltered, such as the average length of time an animal stays at the shelter and the severity of animals' medical conditions. Some private nonprofit shelters have as part of their mission the care of animals with more severe medical or behavioral conditions which equates to a higher cost-per-animal. Many private nonprofit shelters seek private donations to help pay for their operations.

Another cost comparison is per capita spending on animal services programs (combined cost of both public animal care and control programs and large private shelters). The national average is around $7 per capita. King County is closer to $5 per capita. Well-respected programs, such as Boulder Valley, San Francisco and Multnomah County, spend closer to $18 per capita.

Why doesn't a higher euthanasia rate solve the cost problem?
In recent years, the County has worked to reduce the euthanasia rate, which now stands at around 20 percent. Many of the gains in lowering the euthanasia rate have been achieved at minimal cost. The County has increased the volunteer program, more effectively utilized the foster program, and partnered with more private animal welfare organizations. This has enabled more animals to leave the shelter alive, with limited public resources.

The best way to lower the cost of animal services is to tackle the problem of unwanted pets through a coordinated regional spay/neuter program that decreases the homeless animal population. An effectively-run shelter helps to tackle this problem through spay/neuter of all animals.

Why can't King County close its shelter and have other shelters fill the gap?
Without King County's shelter there just isn't enough capacity in the system to care for the number of animals in the system. King County takes in two to three times the number of animals sheltered by other shelter organizations in the region. Closing the Kent shelter would put an intolerable strain on the private shelters, impeding their ability to do the good work they are doing, and lead to significant threats to public health and safety.

Why is the Work Group proposing a 5-day per week level of animal control service, rather than the current 7-day per week level? What does this mean for cities?
The reduction in base control services reflects the Work Group's proposal to reduce base-level costs. Cities will have the option of purchasing enhanced field services which could be organized to provide 7-day per week service. King County will continue to provide for off-hour response to critical or emergency animal control matters that necessitate immediate action for protection of public

safety or the protection of the life of the animal. Non-emergency calls will receive a response on the next working day.

How were the service district boundaries determined?
The district boundaries take into account a rough balance of the volume of calls in each area, jurisdictional boundaries, and reasonably efficient transportation routes within each district. Boundaries may be adjusted depending on the cities participating in the new regional model.

Would privatizing licensing save money?
Private licensing vendors exist that would cost less on a per-license basis than King County. However, these vendors typically do not provide the local marketing services King County provides that are critical to maintaining and increasing licensing rates that generate revenue to support the system. There may also be complications associated with using a private licensing vendor when it comes to sharing data with on-the-ground field officers and responding to resident inquiries. Once marketing and other coordination-related costs are included, it appears that costs between King County and private licensing vendors are roughly comparable.

The proposal calls for a collaborative exploration of ways to reduce costs and improve services, including through exploration of alternative licensing systems.

Why can't the system be self-sufficient from license fees?
Pet licensing revenue from fees and related fines currently cover about 60 percent of the proposed regional service model. Research on other jurisdictions' operations shows that it is virtually unheard of for a program to fully cover its costs from licensing or other program-specific revenues. For example, the director of the well-respected Multnomah County program estimates that license revenue covers only about 30 percent of program costs.

Today about 20 percent of pet owners countywide license their pets, with rates in individual cities estimated to range from a low of roughly 5 percent to a high of 40 percent. The new regional model provides opportunities to maintain and increase licensing revenue through the County and cities working together. Increased licensing will mean significant revenue credited back to cities toward their cost of receiving services.

Targeted licensing efforts in some King County cities have recently shown a significant ability to increase licensing. Focused, short-term canvassing and telephone efforts in 2009 were conducted in Kirkland, Shoreline and Lake Forest Park. These contributed to a net increase of 3,501 licenses issued.

How much will my city have to pay?
A table showing estimated costs by city, assuming all currently contracting cities other than Federal Way participate, is attached. The estimated cost allocations

are based on a combination of usage and population, based on historic usage. The terms of the Agreement in Principle also provide for a reconciliation of costs based on actual usage.

There are two critical factors that will affect the financial impact on cities: (1) the more cities that participate, the lower the cost will be for everyone, and (2) the higher a city's pet licensing rate and revenue, the lower will be that city's net cost. For those cities with the highest costs per capita or the lowest licensing revenue per capita, the County is proposing to provide transitional funding and enhanced licensing revenue support.

A two-step process is proposed to confirm interest in system participation and cost prior to signing new service agreements. Once cities have indicated their interest in participating in a regional model by April 30th, King County will revise the cost estimates and report back to cities.

Why are costs allocated based on both use and population?
The cost allocation formula is intended to (a) provide incentives to minimize use of the system and decrease the homeless pet population (use component) and (b) recognize that the system benefits everyone and that animals don't respect jurisdictional boundaries (population component). Additionally, the cost allocation was designed to balance burdens across jurisdictions in hopes of maximizing participation and preserving a regional system.

Why is it proposed that cities be required to purchase all services?
The Work Group concluded that to maximize system efficiency, a "menu" approach to purchasing services is not practicable, at least not in the short-term. For example, to be able to effectively track animals and pet owners in the system, a single licensing system is most efficient. Field officers can spend more time responding to calls if they are not required to deliver animals to multiple shelters in one geographic area. Shelters have less paperwork and data challenges if they are dealing with fewer field operations and a single licensing system.

What is the benefit of contracting for 2.5 years?
First, a longer-term contract provides some stability to a system that will improve outcomes for both residents and animals.

Second, a 2.5 year period will give participating parties enough time to work on initiatives that improve outcomes, efficiency, and may ultimately bring down the cost of the program. Initiatives identified by the Work Group for further exploration include:

- Updating animal codes to increase licensing and other revenues;
- Taking actions to begin reducing the homeless animal population, such as spay/neuter efforts;

- Working collaboratively to identify ways to improve efficiencies and control policies;
- Considering other service options, such as working with partners to provide some portion of licensing services; and
- Reviewing options for repair/replacement of the Kent shelter.

Third, cities who qualify for County transition funding and support are only eligible to receive that support if they elect to contract for the full 2.5 years.

King County

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April 5, 2010

Mike Martin
City of Burien
400 SW 152 Suite 300
Burien, WA 98166

Re: TERMINATION OF ANIMAL CONTROL INTERLOCAL AGREEMENT

Dear ~~Mike Martin~~: Mike

King County currently provides animal services to the City of Burien under an Animal Control Interlocal Agreement ("Agreement"). A copy can be provided upon request.

Paragraph 5 of the Agreement allows either party to terminate without cause upon written notice. Please consider this letter notice of the termination of the Animal Control Interlocal Agreement, effective June 30, 2010.

In the 2010 adopted budget, the King County Council directed the Executive to enter into new, full-cost recovery contracts for animal services by June 30, 2010. The reason for this transition is two-fold. First, the county can no longer afford to subsidize animal services, which are a local government responsibility, at a rate of over $2 million per year. Second, we need to redesign the service model to ensure that the system is cost effective and incorporates appropriate incentives that support the public health, safety, and animal welfare outcomes that are important to our residents.

King County is actively working with city representatives via an Animal Services Work Group to develop a new model for the provision of animal services to cities.
We hope to have an agreement in principle by March 31, which would include services provided, service levels, cost and revenue allocation, and payment methods. This agreement in principle would form the basis of a new contract between the County and cities for adoption by each jurisdiction by June 30.

It is my belief that working together through a new regional model we can provide better and more cost-effective public health, safety, and animal welfare outcomes than jurisdictions can produce on their own. We will continue working with cities and other partners interested in participating in a regional model over the next two months. While the timeline is short, I am hopeful that, through a strong and shared commitment to the outcomes that are important to our residents, we will develop a workable, affordable, and long-term solution.

If your city should choose not to enter into a new service contract with King County by June 30th, please be advised that King County will no longer provide animal services to your residents and the current contract will be terminated as of that date. In that event, we will need to coordinate with your city on the transfer of service responsibility for animal sheltering, control, and licensing which would include issues such as notification to the public regarding the change in service and the procedure for dealing with animals coming into the Kent shelter from non-contracting city residents.

If you would like additional information, or if you have any questions, please contact Carrie S. Cihak, Director of Strategic Initiatives, at (206) 263-9634.

Sincerely,

Fred Jarrett
Deputy County Executive

cc: Carrie S. Cihak, Director of Strategic Initiatives, KCEO
Caroline Whalen, Director, Department of Executive Services (DES)
Carolyn Ableman, Director, Records and Licensing Services (RALS)
Bob Roegner, Special Projects, Department of Executive Services (DES)
Ken Nakatsu, Manager, Animal Care and Control Program (RALS)
Sung Yang, Director, Regional Relations, KCEO
DeSean Quinn, City Relations, KCEO
Joe Woods, Council Relations, KCEO

CITY OF BURIEN
AGENDA BILL

Agenda Subject: Discussion on Proposed Ordinance #538 Modifying Burien Municipal Code Chapter 5.05 Relating to Business Licenses		**Meeting Date:** April 12, 2010
Department: Finance Department **Contact:** Tabatha Miller, Finance Director **Telephone:** (206) 439-3150	**Attachments:** 1. Proposed Ordinance #538 2. Exhibit A to Ordinance #538	**Fund Source:** N/A **Activity Cost:** N/A **Amount Budgeted:** See Below **Unencumbered Budget Authority:**
Adopted Work Plan Priority: Yes No X	**Description:**	

PURPOSE/REQUIRED ACTION:

The purpose of this agenda item is to discuss proposed changes to the Business License Code.

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

The original Burien Municipal Code chapter for Business Licenses and Regulations was adopted in 1999. A few changes have been made to the code over the last ten plus years, but with the exception of fees, nothing has changed since 2005. The proposed changes outlined below serve to clean up obsolete language, clarify how the code is interpreted and how it is enforced. Specifically the proposed changes:

- Delete references to the King County interlocal agreements and King County Code;
- Delete definitions not used within the Business License Chapter and obsolete references;
- Clarify the requirements for a new business license when a business changes locations or changes the nature of the business;
- Extend an exemption to any governmental agency or political subdivision;
- Create an exemption from the license requirement for vendors associated with nonprofit festivals meeting certain criteria;
- Create an exemption from fees for a not-for-profit businesses meeting certain criteria;
- Create an exemption from fees for persons engaged in service activities with less than $1,000 in gross income per month, who do not maintain a permanent place of business within the City;
- Increase penalty for nonpayment and provide mechanism to turn over to collection agency instead of requiring civil litigation; and
- Clarify the right of the City to enter and inspect businesses during reasonable times and after identifying themselves and providing proper credentials.

OPTIONS *(Including fiscal impacts*):

1. Adopt Ordinance No. 538
2. Do not adopt budget amendment and instead provide staff direction on changes or modifications to proposed changes.

Administrative Recommendation: Adopt BMC 5.05 Modifications.

Committee Recommendation: N/A

Advisory Board Recommendation: N/A

Suggested Motion: No motion necessary. Discusion item only, scheduled for action at a later City Council Meeting.

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

Today's Date: April 6, 2010	**File Code:** \CC\Agenda Bill 2010\041210ad-2 Business License Code Update .docx

CITY OF BURIEN, WASHINGTON

PROPOSED ORDINANCE NO. 538

AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, RELATING TO BUSINESS LICENSES AND REGULATIONS; AMENDING CHAPTER 5.05 OF THE BURIEN MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council adopted Ordinance 281 on December 13, 1999, which established new business licenses fees and regulations; and

WHEREAS, the City Council adopted Ordinance 318 on November 27, 2000 to ratify and re-adopt Ordinance 281; and

WHEREAS, the City Council adopted Ordinance 360 on October 7, 2002 amending the Business License Regulations; and

WHEREAS, the City Council adopted Ordinance 433 on May 16, 2005 amending Title 5.05.110 regarding business license fees; and

WHEREAS, certain sections are no longer applicable or modification to the regulations will more fairly apply the code requirements and clarify code applicability

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

Section 1. Amendments to Burien Municipal Code Title 5, Chapter 5.05: The City Council of the City of Burien hereby amends Burien Municipal Code Title 5, Chapter 5.05 as shown on Exhibit A and incorporated by this reference as if fully set forth herein.

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

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force August 1, 2010.

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

CITY OF BURIEN

_____
Joan McGilton, Mayor

ATTEST/AUTHENTICATED:

_____
Monica Lusk, City Clerk

Approved as to form:

_____
Christopher Bacha, Interim, City Attorney
Kenyon Disend, PLLC

Filed with the City Clerk:
Passed by the City Council:
Ordinance No. 538
Date of Publication:

Ordinance 538
Exhibit A

Sections:

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5.05.010 Exercise of revenue license power.

The provisions of this chapter shall be deemed an exercise of the power of the city to license for revenue. The provisions of this chapter prescribing license fees shall be strictly construed in favor of the applicability of the license fee. [Ord. 318 § 1, 2000; Ord. 281 § 3, 1999]

5.05.020 Dedicated revenue.

The revenue generated from business license fees shall be dedicated to maintenance or capital improvements in commercial areas of the city of Burien, promotion of economic development, and costs associated with periodic auditing and collection to assure accurate business participation in the payment of the business license fee. [Ord. 318 § 1, 2000; Ord. 281 § 4, 1999]

~~**5.05.030 Licensing authority.**~~

~~Pursuant to interlocal agreements, King County and its manager of the general services division, King County department of executive administration, or their designee, are designated as the city's agent for processing, including any related license enforcement, and any of the various specialty licenses required pursuant to KCC Title 6. A copy of the interlocal agreements shall be available in the office of the city clerk for use and examination by the public. [Ord. 318 § 1, 2000; Ord. 281 § 5, 1999]~~

~~5.05.040 Licensing program – Adopted by reference.~~

~~(1) The following chapters of the King County Code, as now in effect and as may be subsequently amended, are adopted by reference in their entirety, including that, if the context requires, the word "county" and the words "King County" may refer to the city of Burien:~~

~~KCC~~

~~6.01 General Licensing Provisions~~

~~(2) The various specialty license provisions adopted by reference in Chapters 5.10 through 5.55 BMC are expressly reserved, and this chapter is not intended, nor shall it be construed, to repeal any of the various specialty license provisions contained in Chapters 5.10 through 5.55 BMC. [Ord. 318 § 1, 2000; Ord. 281 § 6, 1999]~~

5.05.050 Definitions.

For purposes of this title and unless otherwise provided, the following definitions shall apply:

(1) "Engaging in business" has the same meaning as that term is defined in BMC 3.11.030 and, to the extent not included therein, also includes activities of the type subject to taxation under Chapter 3.12 BMC, nonprofit or public "persons," contractors engaged temporarily at a job location within the city, on-site apartment management personnel, and home occupations.

(2) "Person" means any person, firm, corporation, company, person acting in a fiduciary capacity, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, or nonprofit.

(3) "Home occupation" has the same meaning as that term is defined in the Burien Zoning Code but, for purposes of this chapter, includes businesses based in a dwelling unit or an accessory building outside as well as inside the city.

(4) "Employee" means an individual, whether employed full-time or part-time, located within the city, either permanently or temporarily, on the payroll of the business at the time of application for the business license.

~~(5) "New business" is defined as an individual, partnership, or corporation desiring to "engage in business," within the city as that term is defined in subsection (1) of this section, and to whom a business license has never before been issued by the city of Burien for the particular business enterprise contemplated. For purposes of this subsection, "new business" shall not include any individual, partnership, or corporation "engaging in business" without a valid business license or in violation of any provision of the Burien Municipal Code.~~

[Ord. 433 § 2, 2005; Ord. 360 § 1, 2002; Ord. 322 § 13, 2001; Ord. 318 § 1, 2000; Ord. 281 § 7, 1999]

5.05.060 Business license required.

Unless otherwise exempted by this chapter, a~~A~~ny person engaging in business within the city, whether any office or physical facility of such business shall be located within or outside the city, will first apply for and obtain a business license and pay the fees as prescribed ~~in this chapter~~herein.

~~; provided, however, nonprofit and public "persons" shall be exempt from paying the fees, but not from filing the license application requirement established in this chapter.~~ [Ord. 360 § 2, 2002; Ord. 322 § 14, 2001; Ord. 318 § 1, 2000; Ord. 281 § 8, 1999]

5.05.070 Separate licenses required.

A separate business license will be obtained for each separate location within the city at which the business is conducted. A separate business license will be obtained for each different and distinct business conducted by any person, whether at the same location, within the city, as another licensed business, or at a different location within the city. A business with no permanent place of business within the city shall be required to obtain only one business license even if such business delivers the same general type of goods or services to several locations within the city or performs the same general type of work at several locations within the city. [Ord. 360 § 3, 2002; Ord. 318 § 1, 2000; Ord. 281 § 9, 1999]

5.05.075 Notification of exemption or termination of business activities.

A. Every person who has obtained a business license required by this chapter and who thereafter ceases to engage in business within the city shall, prior to expiration of the current business license, notify the city clerk, in writing the business activities that have ceased. Any business for which a license has been issued shall be presumed to continue in operation within the city unless notice of termination of business activities has been given and enforcement proceedings may be commenced on the basis of such presumption.

B. Every person who engages in business in the city which is exempt or becomes exempt from the provisions of this chapter under federal, state, or local laws shall notify the license officer in writing of the exemption and the basis therefor.

5.05.080 Change in nature or location of business.

Each business license shall authorize a particular type of business at the designated location. Any change in the nature of the business will require a new ~~new application for a~~ business license. A change of location shall be reported to the city clerk, in writing, within 10 days of the change of location~~ and, if in compliance with zoning and business regulatory ordinances, the existing business license shall be transferred to the new location~~. [Ord. 318 § 1, 2000; Ord. 281 § 10, 1999]

5.05.090 Exemptions from license requirement.

Notwithstanding the requirements of BMC 5.05.060, the following shall not be required to apply for and obtain a business license:

(1) Casual or isolated sales made by persons who are not engaged in the business of selling the type of property involved, providing that not more than four such ~~sales~~ transactions are made during any tax year;

(2) Sales, delivery, or peddling of any fruits, vegetables, berries, eggs, or any farm produce or edibles raised, gathered, produced, or manufactured by any farmer, gardener, or other person; ~~and~~

(3) Minors engaged in babysitting, delivery of newspapers, mowing lawns, washing cars, and similar activities; and~~.~~ [Ord. 318 § 1, 2000; Ord. 281 § 11, 1999]

(4) Any instrumentality of the United States, the state of Washington, or political subdivisions thereof with respect to exercise of governmental functions.

5.05.091 Exemptions for nonprofit festivals.

A. No license shall be required of any person who operates a business in conjunction with nonprofit community festivals, as approved by the city manager or designee; provided all of the following criteria are met:

1. The business does not operate within the city more than three consecutive days;

2. The business does not operate within the city more than 12 days in a calendar year; and

3. The business is authorized to participate in the community festival by the sponsor of the festival.

B. Any person claiming the exemption set forth in this section shall register with the city, on a form prescribed by the city manager or designee, each time he or she engages in business within the city to track the number of days said person does business within the city.

5.05.092 Exemptions – Fee waiver.

The licensing provisions of this chapter shall apply to the following persons and organizations; however, the business license fees shall be waived for:

A. Any person or organization engaged in a not-for-profit (i.e., nonprofit) enterprise, either regularly or temporarily, when it is without private profit, for a public, charitable, funding-raising, educational, literary, fraternal, or religious purpose when such persons sufficiently demonstrate their not-for-profit status through Internal Revenue Service documentation or other means acceptable to the city manager or designee;

B. Any person whose gross business income is derived from service activity in the City generating gross income of less than $1,000 per month and who do not maintain a permanent place of business within the City. Such persons shall provide the city with an affidavit at the beginning of each license year, confirming the income for the prior license year. A copy of the person's Internal Revenue Service Schedule C, Profit or Loss from Business, or other applicable federal income tax forms may be requested and required as verification of gross income.

5.05.100 License – Application.

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(1) No business license shall be issued except upon application made upon a form furnished by the city manager or designee, on which the applicant shall state the company name and address, the nature of the business activity or activities in which the applicant desires to engage, the place where the business will be conducted, the number of employees, and such other information pertaining to the business as shall be reasonably required by the city manager or designee.

(2) Each application shall be accompanied by the license fee as set forth in this chapter or subsequent resolutions. Such license fee shall be nonrefundable unless the city manager- or designee determines, in ~~the~~ his or her ~~city manager's~~ sole ~~discretion, that~~discretion that refunding a license fee is in the best interests of the city. Upon approval of the application, the business license shall be issued by the city. [Ord. 360 § 4, 2002; Ord. 318 § 1, 2000; Ord. 281 § 12, 1999]

5.05.110 Business license fee.

Fees will be established by separate resolution. ~~See Resolution No. 214 and any subsequent amendments thereto.~~ [Ord. 433 § 1, 2005]

5.05.120 Fee – Prorating.

The business license fee provided for in BMC 5.05.110 shall be for the license year, as set forth in BMC 5.05.160. If a business commences operations at any time on or after February 1st of a license year, the fee for such license year shall be equal to one-half the applicable fee set forth in BMC 5.05.110, irrespective of when during the period from February 1st to July 31st of such license year such business commences operations, and each applicant must pay the full or partial fee for the current license year or any portion thereof during which the applicant has engaged in business. [Ord. 360 § 6, 2002; Ord. 318 § 1, 2000; Ord. 281 § 14, 1999]

5.05.130 General qualifications of licensees.

No license shall be issued to any of the following applicants:

(1) Any applicant who has been convicted of a crime, which relates directly to the specific business for which the license is sought; provided, that the time elapsed between the conviction and the date of license application is less than five years for a felony conviction, and less than one year for a gross misdemeanor or misdemeanor conviction.

(2) Any applicant who has suffered a civil judgment based upon fraud, misrepresentation, violation of the Washington Consumer Protection Act, or similar state or federal statutes, or any other judgment or cease and desist order, or consent degree, relating to business activities; provided, that the time elapsed between the entry of judgment and the date of application is less than two years.

(3) Any applicant who does not possess a current and valid state license for operation of their business, if a state license is required. [Ord. 318 § 1, 2000; Ord. 281 § 15, 1999]

5.05.140 License – Grounds for suspension or revocation.

The city manager or designee may deny, suspend or revoke a business license, with cause. Cause for denial, suspension or revocation shall include, but not be limited to, the following:

(1) The license was procured by fraud or misrepresentation of fact;

(2) The licensee has failed to make timely payment of any amounts due to the City, failed to comply with any of the provisions of this chapter, or any other city ordinance including but not limited to the zoning code and other development regulations;

(3) The licensee, or licensee's management personnel, have been convicted of a crime, or suffered civil judgment or consent decree which bears a direct relationship to the conduct of the business licensed pursuant to this chapter;

(4) The licensee, or licensee's employees or agents, have violated any law or ordinance relating to the regulation of the business licensed pursuant to this chapter, or any other ordinance;

(5) The licensee has caused or permitted a public nuisance to exist;

(6) The licensee, or licensee's employees or agents, have engaged in, have permitted or have acquiesced in unlawful activity on the business premises;

(7) The licensee has failed to pay a civil penalty or to comply with any notice and order of the city clerk; or

(8) The licensee's continued conduct of the business will, for any other reason, result in a substantial danger to the public health, safety or welfare. [Ord. 318 § 1, 2000; Ord. 281 § 16, 1999]

5.05.150 Appeal of denial, suspension or revocation.

(1) Any person, firm or corporation whose license has been denied, suspended or revoked may appeal to the hearing examiner from such finding by filing a written notice of appeal with the city manager or designee within 14 calendar days from the time such business was given notice of such denial, suspension or revocation.

(2) Appeals from the denial, suspension or revocation of a business license under this chapter will be governed by the provisions of Chapter 2.20 BMC. [Ord. 318 § 1, 2000; Ord. 312 § 7, 2000; Ord. 281 § 17, 1999]

5.05.160 License – Term.

All business licenses shall be effective for the license year of issuance. A license year shall be from August 1st through the following July 31st. Licenses issued shall be effective from the date of issue until the following July 31st, unless sooner suspended or revoked as provided in this chapter. [Ord. 318 § 1, 2000; Ord. 281 § 18, 1999]

5.05.170 License – Renewal.

Application for renewal of all business licenses shall be made on or before July 31st of the year following the year of issuance, and each succeeding year, if the business is to be continued. Application for renewal shall be made on forms prescribed by the city manager or designee. A business which has an existing business license, and which has applied for renewal of such license on or before July 31st of the license year, may remain in business under its existing license

until such time as the renewal license is either approved or denied. [Ord. 360 § 7, 2002; Ord. 318 § 1, 2000; Ord. 281 § 19, 1999]

5.05.180 Penalty for late application.

Any applicant or licensee who shall fail to make application or pay the fees for an original business license, or for renewal of an existing business license prior to July 31st of the applicable year, shall be subject to a penalty equal to ~~one-half of~~ the business license fee for the delinquent period, if the application or renewal business license fee is 30 or more days delinquent. [Ord. 360 § 8, 2002; Ord. 318 § 1, 2000; Ord. 281 § 20, 1999]

5.05.190 Administrative rules and regulations.

The city manager or designee is authorized but not required to adopt and enforce rules and regulations, not inconsistent with the provisions of this chapter, and any other business license or regulation ordinance, and it shall be unlawful for any person to violate or fail to comply with any of these rules and regulations. All such rules and regulations promulgated by the city manager or designee shall be reduced to writing, shall be provided to the licensee with each new or renewal business license upon request, or shall be mailed to each licensee for information of the licensee and the licensee's employees and agents. Such rules and regulations shall also be available for public inspection at the offices of the city manager or designee. [Ord. 318 § 1, 2000; Ord. 281 § 21, 1999]

5.05.200 Licenses – General provisions.

(1) Exemptions. The license fee provisions of this chapter shall not apply to any business, firm or corporation which the city is forbidden to tax by law.

(2) Renewal. The city manager or designee is authorized, but not required, to mail to businesses forms for application for licenses, but failure of the business to receive any such form shall not excuse the business from making application for and securing the license required and payment of the license fee when and as due hereunder.

(3) Penalties.

(a) Collection. Any license fee, penalty or tax due and unpaid and delinquent under this chapter, and all penalties thereon, may be collected by civil action, which remedy shall be in addition to any and all other existing remedies and penalties. (b) Nuisance. Any business failing to obtain or maintain a business license and yet conducting business within the city limits of the city is hereby declared to be a nuisance and is subject to applicable enforcement provisions for nuisances contained in the BMC or otherwise at law.

(c) Beginning with the 2002-2003 license period, if any person engaged in business fails or refuses to pay the license fee for any year as herein provided, he shall not be granted a license for the current year until such delinquent license fees as set forth in BMC 5.05.180 have been paid, in addition to the current year's required fee. Such fees may be collected by the city by proper legal action brought for that purpose if any person engaged in business fails or refuses to pay the license fee. This remedy is cumulative and not exclusive.

(d) Criminal Penalties. In addition to or as an alternative to any other penalty provided herein or by any other business license or regulation ordinance, any person who violates any provision of this chapter shall be guilty of a misdemeanor, and shall be punished by imprisonment in jail for a maximum term fixed by the court of not more than 90 days, or by a fine in an amount fixed by the court of not more than $1,000, or by both such imprisonment and fine.

(4) Appeal of Assessed Fee.

(a) Any business aggrieved by the amount of the fee found by the city manager or designee to be required under the provisions of this chapter may appeal to the hearing examiner from such assessment by filing a written notice of appeal with the city manager or designee within 15 days from the time such business was given notice of such amount.

(b) The city manager or designee shall, as soon as practicable, fix a time and place for the hearing of such appeal, which time shall be not more than 30 days after the filing of the notice of appeal. The city manager or designee shall cause a notice of the time and place thereof to be mailed to the appellant.

(c) At the hearing the business shall be entitled to be heard and to introduce evidence in its own behalf. The hearing examiner before which the appeal is to be heard may, by subpoena, require the attendance of any person and may also require them to produce any pertinent books and records. Any person served with such subpoena shall appear at the time and place therein stated and produce the books and records required, if any, and shall testify truthfully under oath administered by the hearing examiner as to any matter required of them pertinent to the appeal, and it shall be unlawful for them to fail or refuse so to do.

(d) The hearing examiner shall ascertain the correct amount of the fee and make a written finding, supported by the record. The written finding will be sent to the city and the business.

(e) Failure of any business to file an appeal in accordance with the provisions of this subsection shall constitute a waiver of the right to an administrative hearing to contest the amount of the assessed fee.

(f) Any business aggrieved by the decision of the hearing examiner may seek review of that decision in the superior court of the state of Washington for King County by application for writ of certiorari, or other judicial review, within 20 calendar days following the decision of the hearing examiner. If the aggrieved party fails to obtain such judicial review within 20 calendar days following the hearing examiner's decision, the city attorney may invoke the aid of the appropriate court to secure enforcement and compliance with the hearing examiner's decision.

(g) Enforcement of any fee assessment will be stayed during the pendency of any timely appeal therefrom.

(5) Statute of Limitations for Unlicensed Businesses. No penalties shall be imposed or remedies sought under subsection (3) of this section more than three years following the close of the license year in which there is noncompliance with the provisions of this chapter, commencing with the license year ending July 31, 2002. The previous sentence shall not apply if the city shows that the business's

operation without a business license resulted from such business's willful intent to operate its business without a new or renewal business license.

(6) Assignability and Transferability of Business License. A business license is not transferable or assignable except, in the case of continuation of an existing business:

(a) To the surviving corporation into which a licensed corporation is merged or consolidated;

(b) To one or more individual partners or to a new partnership consisting solely of a portion the partners of an existing partnership upon death of a partner or dissolution of the partnership;

(c) To a partnership or a corporation formed by a licensed sole proprietor who has at least a majority interest in such corporation or partnership;

(d) To a surviving spouse; or

(e) In circumstances similar to subsections (6)(a) through (d) of this section, as approved by the city manager. [Ord. 360 § 9, 2002; Ord. 318 § 1, 2000; Ord. 281 § 22, 1999]

5.05.210 Independent contractors to be licensed.

Any person, firm or corporation doing business in Burien will not employ any independent contractors who have not obtained a Burien business license under the provisions of this chapter. [Ord. 318 § 1, 2000; Ord. 281 § 23, 1999]

5.05.220 Confidentiality of information.

The current provisions of RCW 82.32.330 and subsequent amendments are hereby adopted by reference as if fully set forth herein. [Ord. 318 § 1, 2000; Ord. 281 § 24, 1999]

~~**5.05.230 Business license fee owed in 2000.**~~

~~For those businesses possessing a business license on or before December 22, 1999, there will be no additional business license fee owed until the time of renewal in the year 2000. [Ord. 318 § 1, 2000; Ord. 281 § 25, 1999]~~

5.05.240 Required – Display.

It is unlawful for any person to engage in or carry on any business activity in the city without first procuring a license as provided in this chapter. The license shall thereafter be prominently displayed in the place of business of the applicant. [Ord. 360 § 10, 2002]

5.05.250 Inspections – Right of entry.

, The city manager, or designee, is authorized to make such inspections of licensed premises and take such action as may be required to enforce the provisions of any business license ordinance. The city manager may designate any appropriate city employees, and specifically including the code enforcement officer and commissioned police officers, to undertake such inspections. Inspections shall, to the extent possible, be in compliance with the following procedures:

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A. An inspector may enter any licensed business location, at any reasonable time, to inspect the same for perform any duty imposed on the City Manager, or designee, by any business license or regulation ordinance.

B. If the place of business is occupied, the inspector shall first present proper credentials and demand entry and right to inspect.

C. If the place of business is unoccupied, the inspector shall first make a reasonable effort to locate the licensee or other person having charge or control of the premises and shall then present proper credentials and demand entry and right to inspect.

D. No licensee, employee, or agent, shall fail or neglect, after proper demand, to admit the inspector, acting within the scope of the inspector's employment, to any location licensed for business, or to interfere with the inspector while in the performance of the inspector's duty.

E. Nothing herein shall prevent or prohibit undercover investigations or inspections by appropriate officers in appropriate circumstances.

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CITY OF BURIEN
AGENDA BILL

Agenda Subject: Discussion on Street Overlay Program and Funding Options		**Meeting Date:** April 12, 2010
Department: Public Works and Finance	**Attachments:** 1. Power Point Presentation	**Fund Source:** Transportation Related Funds **Activity Cost:** Depends on Options Taken by Council **Amount Budgeted:** Depends on Options Taken by Council **Unencumbered Budget Authority:None**
Contact: Larry R. Blanchard, Public Works Director and Tabatha Miller, Finance Director		
Telephone: (206) 248-5514 & 439-3150		
Adopted Initiative: Yes No X	**Description:**	

PURPOSE/REQUIRED ACTION:
The purpose of this agenda item is to provide the Council with additional information on the proposed Street Overlay Program and potential funding options.

BACKGROUND (*Include prior Council action & discussion*):
Staff most recently discussed the current state of the Burien City Streets at a Special Work Session on March 29, 2010. This discussion followed a prior presentation by the Public Work's Department on March 1, 2010. In essence, the issue is that the Pavement Condition Index (PCI) of Burien's street system continues to deteriorate due to weather, age, utility cuts and a lack of ongoing maintenance. Funding for the Street Overlay program has slowly eroded over the past 8 years. Dedicated funding sources such as the gas tax continues to decline and sources such as vehicle license fees were eliminated by a voter initiative in 2003. In 2009, lack of funding and budget reductions simply stopped the program. This solution will work for a few years, but over time the cost of repairing and replacing the streets that continue to deteriorate, multiplies exponentially. Instead of regularly overlays, the 263 lane miles in our Street System will require rebuilding at 10X or more the cost of regular maintenance.

The proposed recommendation is to spend $8.6 million over the next two years, bringing the Street System up to a PCI of 80+, and then spending $600,000 a year to maintain that PCI. This solution invests in our infrastructure at a level that is doable by City Staff and minimizes the extraordinary cost of rebuilding failed streets. The $8.6 million would be funded by issuing bonds in the late summer of 2010. The $650k annual debt service for 20 years and the $600k per year in maintenance would be paid for by savings created by changing the service model for Surface Water Management and Street programs currently provided by King County, additional utility revenues, property tax reserves and other potential taxes. One potential revenue source is a Transportation Benefit District (TBD) car tab fee. The Council requested additional information on the possibility of dedicated TBD revenues being used for a Street Overlay Program. There are a number of Washington Cities, including Des Moines, Shoreline, Lake Forest Park and Olympia, which have created TBD's funded with the Council imposed $20 car tab fee used for street maintenance and paving programs. The TBD alternative has the added benefit of commiting the funding long-term to the Street Overlay Program.

Administrative Recommendation: Advance the Street Overlay project by issuing $8.6 million in bonds and use councilmanic authority to impose a $10/year car tab fee to help support debt service.

Committee Recommendation: N/A

Advisory Board Recommendation: N/A

Suggested Motion: None required.

Submitted by: Tabatha Miller & Larry Blanchard **Administration** _____	Mike Martin **City Manager** _____
Today's Date: April 6, 2010	**File Code:** R:/CC/AgendaBill2010/011210ad-1 Street Overlay Update

STREET OVERLAY PROGRAM

April 12, 2010

City of Burien Pavement Condition Index (PCI)

Presented to Council March 1, 2010

Ambaum Blvd SW & SW 134th St.

SW 158th btwn Ambaum Blvd SW & 1st Ave

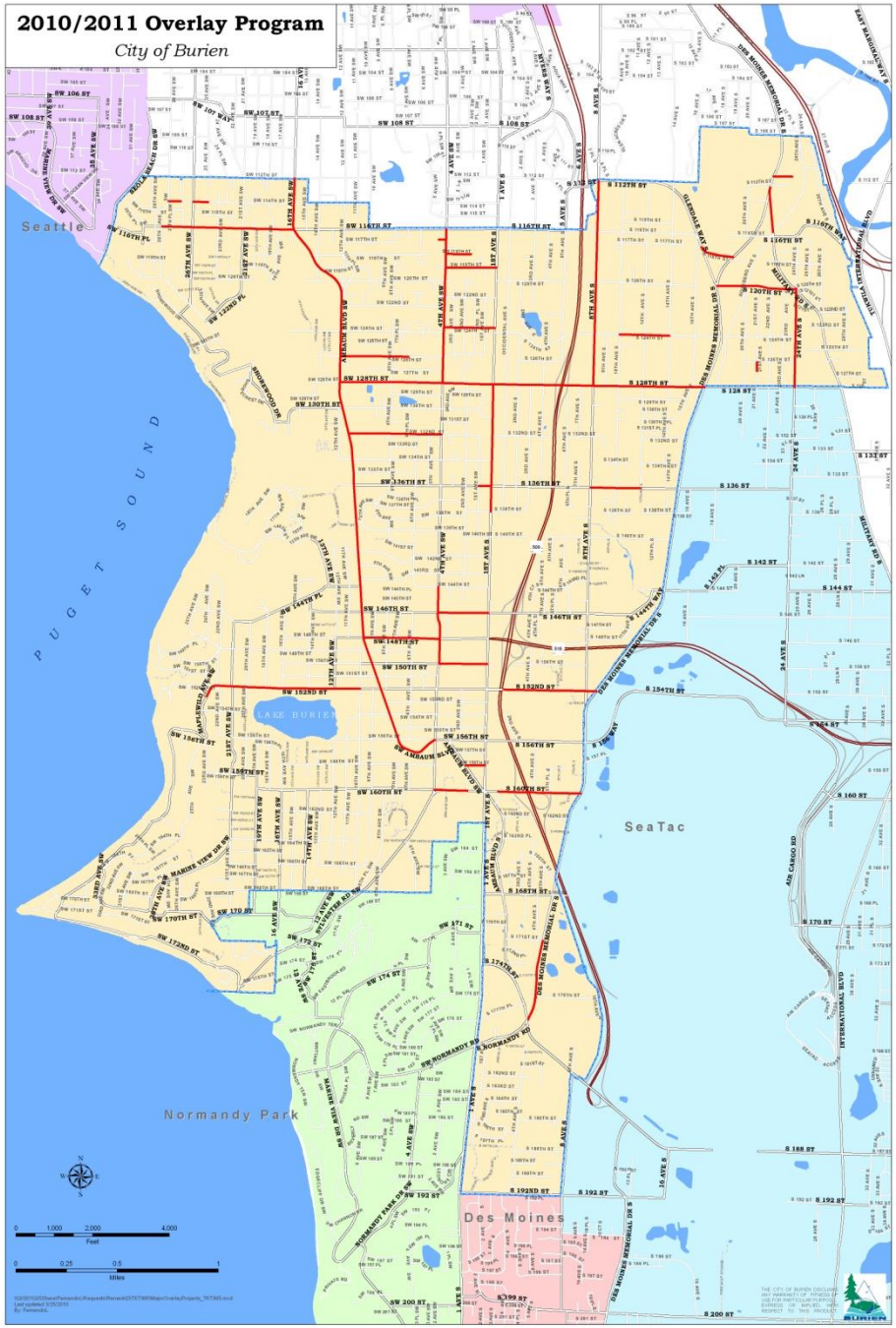
S 181st btwn 4th & 5th Ave S

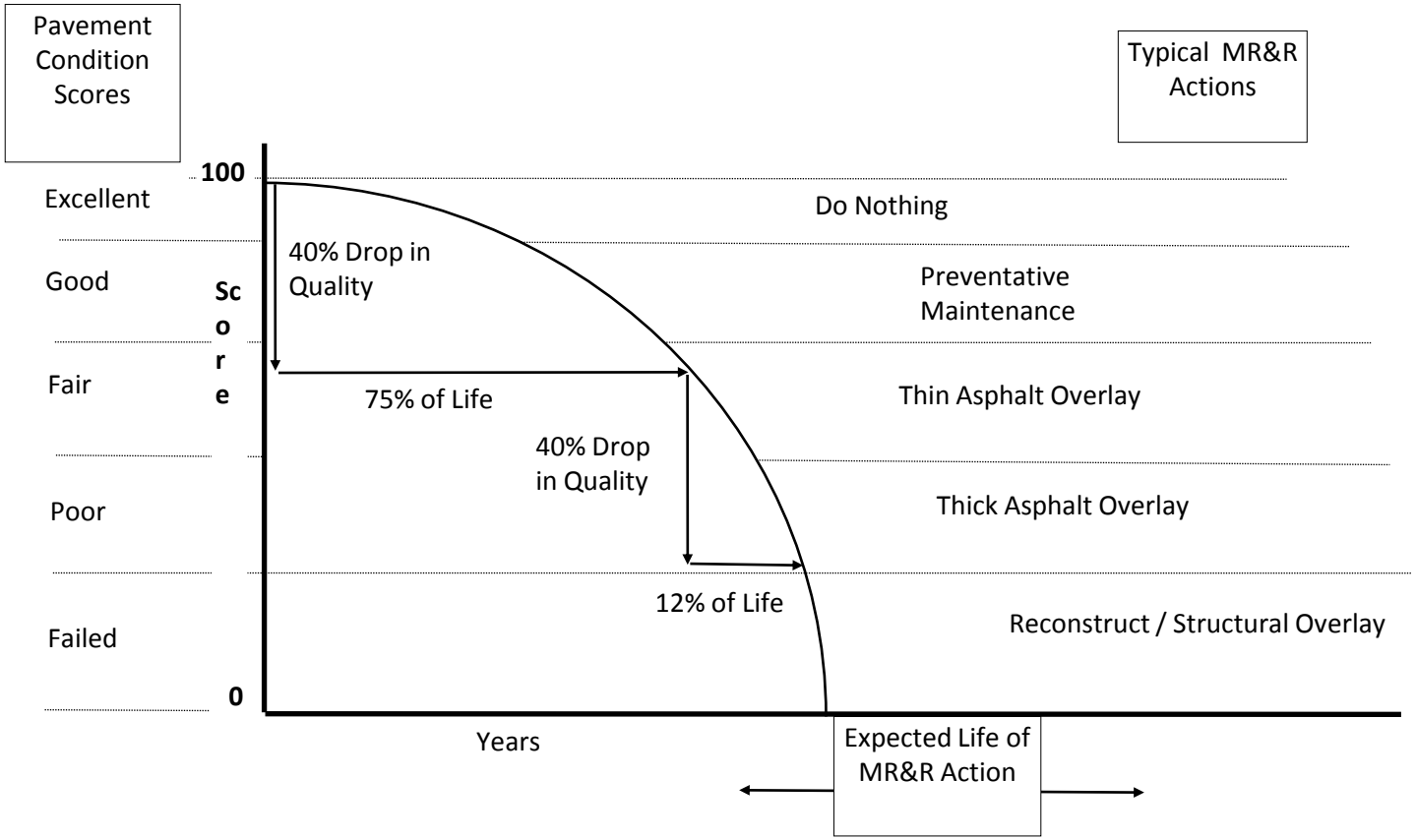
S 150th Street 200 ft south of 1st Ave

Good Street - SW 151st Street

2010/2011 Overlay Program

City of Burien





Rating Key

Excellent	85-100	.
Good	70-85	$1.50-$3.50 sq. yd.
Fair	55-70	$24.00 sq. yd.
Poor	40-55	$48.00 sq. yd.
Failed	0-40	$155.00 sq. yd.

PROPOSED STREET OVERLAY PROGRAM OPTIONS INCLUDING BOND PAYMENT ON $8.6 MILLION

YEAR	BOND PAYMENT $8.6 M	PCI 80+	TOTAL COST PCI 80 +	PCI 80	PCI 75	PCI 70
2010	$0	$0	$0	$4.3M	$1.8M	$1.3M
2011	$650 K	--	650 K	$4.3M	$2.5M	$2.17M
2012	$650 K	$600K	$1.25 M	$4.3M	$3.49M	$3.63M
2013	$650 K	$600 K	$1.25 M			
2014	$650 K	$600 K	$1.25 M			
2015	$650 K	$600 K	$1.25 M			
2016	$650 K	$600 K	$1.25 M			
2017	$650 K	$600 K	$1.25 M			
2018	$650 K	$600 K	$1.25 M			
2019-2029	$7.15 M	$6.6 M	$13.75 M			
TOTALS	**$12.35 M**	**$10.8M**	**$23.15 M**	**$86M**	**$133.4M**	**$231M**

Does not include anticipated growth of community or inflationary factors for costing.

OTHER CITIES WITH STREET OVERLAY PROGRAMS

CITY	LANE MILES	COST PER YEAR	PCI
Auburn*	211	$4.6 Million	70
Burien	263	$1.25 Million	80+
Des Moines			
Kent**	575	$7 Million	80
Tukwila			

**Only Arterial/Collector Streets*
*** Based on 2004 Program*

TIMELINE w/ ESTIMATED COMPLETION DATES

6-01-10

- Council Discussion
- Determine Funding Sources, Estimated Bond and PCI Level

7-31-10

- Bid & Specification Packets Developed
- Bids Submitted

8-15-10

- Review & Select Contractor
- Issue Debt based on Finalized Bid Costs

12-31-11

- 16 - Month Construction Program

WHERE DO WE GET $1.25 MILLION A YEAR?

YEAR	TOTAL EXPENSE
2013 ↓ 2030	$1.25 M *($650K Debt Service + $600k Annual Maintenance)*

ORIGINAL RECOMMENDED SOURCES	
$750K	•Operating savings from SWM & Transport
$100K	•Property Tax from Capital Reserve Fund
$200K	•Increase in SCL in-lieu fees
$100K	•Change Electric Utility Tax from 3% to 6%
$100K	•Change definition of "Solid Waste" to include recycling
$1.25M	TOTAL ONGOING SOURCES

RECOMMENDED SOURCES – COUNCIL INPUT	
$750K	•Operating savings from SWM & Transport
$100K	•Property Tax from Capital Reserve Fund
$100K	•Increase in SCL in-lieu fees
$300K	•$10 TBD Car Tab Fee
$1.25M	TOTAL ONGOING SOURCES

AVAILABLE FUNDING OPTIONS

- Council Action Required
  - Operational savings from Surface Water Management & Transportation service provider changes ($750k/yr)
  - Property Tax Allocation from Capital Projects Reserve (up to $750k/yr)
  - Increase Electric Utility tax from 3% to 6% ($100k/yr)
  - Change Utility Tax definition of “Solid Waste” to include recycling and yard waste disposal ($100k/yr)
  - Increase Business & Occupation Tax Rate (up to $1.5 M/year)
  - Negotiate Franchise Fees, Right of Way Use Fees or In-Lieu of Utility Tax Fees w/ Water Sewer Districts (up to $600k/year)
  - Transportation Benefit District (TBD) Up to $20 Car Tab (up to $600k/yr)

OTHER CITIES TBDs FUNDED WITH $20 CAR TAB FEES

- Des Moines
- Edmonds
- Olympia
- Lake Forest Park
- Shoreline
- Prosser

RCW 36.73.015 DEFINITION CHANGES EFFECTIVE 06/10/10

- "Transportation improvement" means a project contained in the transportation plan of the state ((~~or~~)), a regional transportation planning organization, city, county, or eligible jurisdiction as identified in RCW 36.73.020(2). A project may include investment in new or existing highways of statewide significance, principal arterials of regional significance, high capacity transportation, public transportation, and other transportation projects and programs of regional or statewide significance including transportation demand management. Projects may also include the operation, preservation, and maintenance of these facilities or programs.

TBD TRENDS AND OBSERVATIONS FROM OTHER JURISDICTIONS

- Concern with ongoing General Fund Subsidies necessary for Street and Transportation Programs.
  - Ongoing loss in Gas Tax revenue
  - Loss of King County Vehicle License Fees (2003)
  - Overall loss of General Fund Revenues
- Basic Maintenance on City Arterials

DES MOINES

- This source of revenue will initially go towards the maintenance activities on existing City arterials. These activities include but are not limited to; roadway striping, traffic signal maintenance, pothole repair, bridge repairs, snow and ice control, and vegetation removals for safety.

http://www.desmoineswa.gov/dept/pub_works/tbd.html

EDMONDS

- With the establishment of an annual $20 vehicle license fee, the City will begin to replace, in part, transportation funding that has been lost to the City, reduce the City's general fund subsidy, and help preserve and maintain the City's transportation infrastructure.

http://www.ci.edmonds.wa.us/transBenefitDist.stm

LAKE FOREST PARK

- In order to continue to keep our roads in good shape and to prevent delayed maintenance with its higher long term costs, the City Council established the Transportation Benefit District (TBD) in October 2008.
- The City has plans in place for overlay projects, keeping the street shoulders in good shape, filling potholes, crack sealing of pavement and resurfacing roads on a replacement schedule.

http://www.cityoflfp.com/news/2009pr/pr20090928.html

OLYMPIA

- On March 24, 2009, an ordinance was passed that set an annual $20 per vehicle registration fee to be used to help pay for pavement management on City arterials and major collectors, Boulevard Road improvements, and Harrison Avenue Road improvements.
- An ordinance established that the annual $20 fee be used to help pay for the following projects:
  - *Pavement management on City arterials and major collectors*

http://olympiawa.gov/city-government/tbd.aspx

SHORELINE

- In July 2009, an ordinance was passed that set an annual $20 per vehicle registration fee to be used to help pay for pavement management on City arterials and major collectors.

  With the establishment of a TBD, the City can begin to replace the transportation funding that has been lost over the years, and be better able to preserve, maintain or expand the City's transportation infrastructure into the future.

- http://www.cityofshoreline.com/index.aspx?page=567

REVENUE ESTIMATES FOR CAR TAB FEE

- Estimated 23,830 Registered Vehicles in Burien prior to annexation.
- Estimated 35,745 including North Burien
- Less registrations not renewed (10%) (3,575)
- Less 1% collection fee to WA Department of Licensing (DOL)
  - $20 = $636,966
  - $10 = $318,483
  - $ 5 = $159,242

OTHER TBD FUNDING OPTIONS (NOT RECOMMENDED AT THIS TIME)

- Sales/Use Tax up to .2%
- Car Tab Fee between $21-$100
- Vehicle Tolls
- Property Tax Levy
- Transportation Impact Fee
- Local Improvement District (LID)

WRAP UP

- Questions
- Discussion
- Next Steps for Staff