

KING COUNTY & CITY OF BURIEN
SPECIAL PROPERTY TAX LEVY AGREEMENT

This Special Property Tax Levy Agreement (the "Agreement") is made and entered into as of May 19, 2008, by and between KING COUNTY, a political subdivision of the state of Washington (the "County") and the CITY OF BURIEN, a State of Washington municipal corporation. ("City").

RECITALS

WHEREAS, the County owns and operates a park system with over twenty-five thousand (25,000) acres of regional parks and open spaces and over one hundred seventy-five (175) miles of regional trails. In addition, the County is the provider of local parks in the rural area and is the transitional provider of local parks in the urban incorporated areas; and

WHEREAS, since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets; and

WHEREAS, consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban unincorporated areas as these areas incorporate or annex to cities; and

WHEREAS, in November 2006, the County Executive created the Parks Futures Task Force to recommend a funding plan for the current County park system, and to examine what steps should be taken, if any, regarding future park system acquisitions; and

WHEREAS, the Task Force recommended, among other things, that the County place before the voters a recommendation for a new \$0.05, six-year, inflation adjusted property tax lid lift to expand park and recreation opportunities, one cent of the five-cent acquisition levy proceeds be distributed to cities for acquisition and development of open space and natural lands and city trail projects that support connections to the regional trail system, defined to include both county regional trails and city trails that are regional in nature, and may specifically include local trails in underserved areas linking to city of county trails that connect to regional trails; and

WHEREAS, under state law, the Special Property Tax Levy funds may not supplant certain existing funds, as defined in RCW 84.55.050, used for the same purposes; and

WHEREAS, on May 7, 2007, the King County Council adopted Ordinance 15760 which called for a special election in accordance with RCW 29A.04.321 to consider the Special Property Tax Levy; and

WHEREAS, on August 21, 2007, the voters of King County approved the Special Property Tax Levy;

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:
 - 1.1 "Annual Report" shall mean the annual report prepared by the City and provided to the County annually by May 1 beginning in 2009 setting forth a summary of city projects for the preceding year, along with a complete financial accounting for the use of County Levy Proceeds, and a listing of all capital investments made at the City funded in whole or in part by County Levy Proceeds, and for the 2009 annual report the City shall identify the dollar amount of the City's Existing Funds.
 - 1.2 "City" shall mean the City of Burien, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
 - 1.3 "City proceeds" shall mean twenty percent (20%) of the total County Levy Proceeds collected by King County, specifically allocated by King County Ordinance 15760 for city projects.
 - 1.4 "City projects" shall mean the acquisition of open space and natural lands and the acquisition and development of county regional trails or City trails that are regional in nature, and may specifically include local trails in underserved areas linking to city or county trails that connect to regional trails, consistent with Ordinance 15760.
 - 1.5 "County" shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
 - 1.6 "County Council" shall mean the County Council of King County, State of Washington.
 - 1.7 "County Levy" means the Open Space, Regional Trails, and Woodland Park Zoo levy lid lift approved by the County voters on August 21, 2007.

- 1.8 "County Levy Proceeds" shall mean the principal amount raised by the County Levy, any interest earnings on the funds and the proceeds of any interim financing.
- 1.9 "Executive" shall mean the King County Executive or his or her functional successor.
- 1.10 "Existing funds" shall mean those funds, as defined by RCW 84.55.050, from the City's actual operating expenditures for the calendar year 2007 used to fund City projects. Actual operating expenditures shall not include lost federal funds, lost or expired state grants or loans, extraordinary events not likely to re-occur, and major nonrecurring capital expenditures.
- 1.11 "Regional trail system" shall mean the system-wide non-motorized network of designated off-road, shared-use paths, trails, or greenways for recreation and regional mobility.
2. Term of Agreement. The term of this Agreement (the "Term") shall be for a period commencing on the Effective Date (the "Commencement Date"), and expiring on December 31, 2014 (the "Termination Date").
3. Receipt of County Levy Proceeds.
 - 3.1 Generally. The County shall distribute the City's proportionate share of the City Proceeds to the City pursuant to the schedule identified in Section 3.2 below; provided that, the County shall only have a duty to distribute the City Proceeds in accordance with the requirements of King County Ordinance 15760.
 - 3.2 Receipt and Distribution of Levy Proceeds.
 - 3.2.1 Payment Schedule. Throughout the term of the Levy, the County shall transfer the City Proceeds to the City on a monthly basis. Annual amounts shall be adjusted as set forth in the Levy, but the actual amounts transferred shall never exceed the City's proportionate share of the City Proceeds actually received by the County.
 - 3.2.2 Administrative Fee. The Parties agree that the County has authority to deduct up to one percent (1%) from City Proceeds for expenditures related to the administration of the distribution of County Levy Proceeds.

- 4.1 Use of County Levy Proceeds. On or before May 1 of each year throughout the Term of this Agreement, the City shall provide the County with a copy of the Annual Report and provide any further documentation showing that the County Levy Proceeds were expended on City Projects.
- 4.2 Representations and Warranties. The City represents and warrants that all City Proceeds received by the City shall be used only for specific City Projects as defined in this Agreement and that such funds shall not be used to supplant Existing Funding. The City represents and warrants that all City Projects shall be consistent with the requirements in King County Ordinance 15760. The City represents and warrants that in addition to the City's proportionate share of the City's Proceeds, the City shall annually expend on City Projects an amount equal to the City's Existing Funds.
5. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the Premises during the Term shall be and remain the properties of City and shall not be deemed property of the County under any circumstances.
6. Notices. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated two City business days from the time of mailing if mailed as provided in this section. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to the City:

Michael Lafreniere, Director
Burien Parks, Recreation and Cultural Services
425 SW 144th Street
Burien, WA 98166-1545

If to King County:

Kevin Brown, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson, Suite 700
Seattle, WA 98104

- 7.1 Compliance with Laws. The City shall comply and conform with all applicable laws and all governmental regulations, rules and orders.
- 7.2 City Agreement to Repay. The City agrees that it is financially responsible for and shall repay King County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to

comply with the terms of this Agreement by the WPZS, its officers, employees, agents, and/or representatives. This duty to repay King County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Duration of Agreement or the Termination Sections.

8. Miscellaneous.

8.1 Liability of the County. The County's obligations to the City under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

8.2 Dispute Resolution. In the event of a dispute between the City and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the City (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the City (reps) and County (reps) are unable to reach a mutual resolution, the Executive and the mayor, or their respective designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution ("ADR") procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and mediator's recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available.

- 8.3 No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.
- 8.4 Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement.
- 8.5 Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the County and the City and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.
- 8.6 Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.
- 8.7 Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.
- 8.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

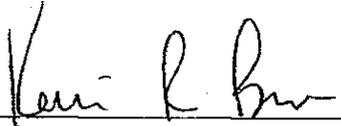
8.9 Time of Essence. Time is of the essence of each provision of this Agreement.

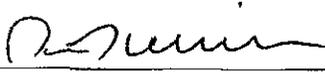
9.0 Signage. For each capital project funded with County Levy Proceeds, the City shall provide a sign including the following language: This project was funded (or as applicable, funded in part) with proceeds from the Open Space, Regional Trails, and Woodland Park Zoo levy lid lift approved by King County voters in August 2007 under an Agreement with King County Parks and Recreation Division.

DATED this 19th day of May, 2008.

KING COUNTY, a Washington municipal corporation

CITY OF BURIEN, a Washington municipal corporation

By 

By 

Its Director

Its Finance Director 5-14-8

By authority of Ordinance No. 15760

**KING COUNTY PARKS DIVISION
CAPITAL EXPANSION LEVY
PROJECTED CITY ALLOCATIONS
2008**

	POPULATION ¹			ASSESSED VALUE			CITY ALLOCATION Based on 50% Population; 50% AV
	Estimate	Population as a Percentage	Allocation Based on Population ²	Final 2007 AV for 2008 Tax Roles	AV as a Percentage	Allocation Based on AV ²	
King	1,861,300						
Unincorporated	368,255						
Incorporated	1,493,045	100.00%	\$ 3,327,050	290,362,431,565	100.00%	\$ 3,327,050	
		50.00%	\$ 1,663,525		50.00%	\$ 1,663,525	
Algona	2,725	0.183%	3,036	410,820,502	0.141%	2,354	\$ 5,389.79
Auburn	44,300	2.967%	49,358	5,728,381,288	1.973%	32,819	\$ 82,176.95
Beaux Arts Village	310	0.021%	345	115,582,991	0.040%	662	\$ 1,007.59
Bellevue	118,100	7.910%	131,585	31,485,645,842	10.844%	180,385	\$ 311,970.44
Black Diamond	4,120	0.276%	4,590	579,159,749	0.199%	3,318	\$ 7,908.52
Bothell part	16,950	1.135%	18,885	3,275,422,445	1.128%	18,765	\$ 37,650.73
Burien	31,410	2.104%	34,996	3,845,144,599	1.324%	22,029	\$ 57,025.83
Carnation	1,900	0.127%	2,117	202,887,553	0.070%	1,162	\$ 3,279.32
Clyde Hill	2,810	0.188%	3,131	1,579,857,435	0.544%	9,051	\$ 12,182.07
Covington	17,190	1.151%	19,153	1,886,073,554	0.650%	10,806	\$ 29,958.37
Des Moines	29,090	1.948%	32,412	2,936,127,933	1.011%	16,821	\$ 49,233.04
Duvall	5,845	0.391%	6,512	823,259,327	0.284%	4,717	\$ 11,228.96
Enumclaw part	11,320	0.758%	12,613	1,068,153,935	0.368%	6,120	\$ 18,732.14
Federal Way	87,390	5.853%	97,368	9,010,356,378	3.103%	51,622	\$ 148,989.96
Hunts Point	480	0.032%	535	765,357,352	0.264%	4,385	\$ 4,919.64
Issaquah	24,710	1.655%	27,531	5,890,000,046	2.028%	33,745	\$ 61,276.05
Kenmore	19,940	1.336%	22,217	2,941,435,130	1.013%	16,852	\$ 39,068.68
Kent	86,660	5.804%	96,555	11,556,074,644	3.980%	66,206	\$ 162,761.37
Kirkland	47,890	3.208%	53,358	11,452,502,304	3.944%	65,613	\$ 118,971.12
Lake Forest Park	12,770	0.855%	14,228	2,162,443,195	0.745%	12,389	\$ 26,617.04
Maple Valley	20,020	1.341%	22,306	2,303,190,025	0.793%	13,195	\$ 35,501.22
Medina	2,950	0.198%	3,287	2,681,076,024	0.923%	15,360	\$ 18,647.08
Mercer Island	22,380	1.499%	24,935	8,900,540,134	3.065%	50,992	\$ 75,927.79
Milton part	825	0.055%	919	82,372,778	0.028%	472	\$ 1,391.13
Newcastle	9,550	0.640%	10,640	2,051,575,851	0.707%	11,754	\$ 22,394.20
Normandy Park	6,435	0.431%	7,170	1,278,891,064	0.440%	7,327	\$ 14,496.70
North Bend	4,705	0.315%	5,242	679,244,265	0.234%	3,891	\$ 9,133.71
Pacific part	5,945	0.398%	6,624	459,833,283	0.158%	2,634	\$ 9,258.26
Redmond	50,680	3.394%	56,467	12,774,174,381	4.399%	73,185	\$ 129,651.73
Renton	60,290	4.038%	67,174	9,659,677,654	3.327%	55,342	\$ 122,515.66
Sammamish	40,260	2.697%	44,857	8,739,143,248	3.010%	50,068	\$ 94,924.71
SeaTac	25,530	1.710%	28,445	4,606,470,336	1.586%	26,391	\$ 54,836.17
Seattle	586,200	39.262%	653,134	121,621,130,668	41.886%	696,784	\$ 1,349,917.57
Shoreline	53,190	3.563%	59,263	7,293,134,085	2.512%	41,783	\$ 101,046.72
Skykomish	210	0.014%	234	24,534,629	0.008%	141	\$ 374.54
Snoqualmie	8,600	0.576%	9,582	1,725,358,551	0.594%	9,885	\$ 19,466.78
Tukwila	18,000	1.206%	20,055	4,450,243,674	1.533%	25,496	\$ 45,551.33
Woodinville	10,390	0.696%	11,576	2,555,578,871	0.880%	14,641	\$ 26,217.61
Yarrow Point	975	0.065%	1,086	761,575,842	0.262%	4,363	\$ 5,449.50
TOTAL:	1,493,045	100%	1,663,525	290,362,431,565	100%	\$ 1,663,525	\$ 3,327,050

Notes:

¹ Population estimate as of April 1, 2007 prepared by the Washington State Office of Financial Management (OFM).

² City allocation of \$3,327,050 assumes a 1 percent administrative fee, or \$33,606.



King County

**KING COUNTY PARKS AND RECREATION DIVISION
PROPOSITION 2 PARKS EXPANSION LEVY
POLICY GUIDANCE FOR
CITY OPEN SPACE ACQUISITIONS & TRAIL DEVELOPMENT PROJECTS**

1. Document Scope

This document provides policy guidance and clarification to cities that may receive funds from the proceeds of "Proposition 2," the Parks expansion levy, approved by King County voters on August 21, 2007, and authorized by King County Ordinance 15760. This document refers to that levy as "Prop 2." Twenty percent (20%) of Prop 2 proceeds are to be distributed among cities in King County to fund certain defined projects.

2. Parks Expansion Levy ~ Eligible Project Categories

The terms and conditions for receiving and expending Prop 2 funds are governed by a contract between each city and King County. Ordinance 15760 defines the projects eligible for Prop 2 funds as follows: "'City projects' means the acquisition of open space and natural lands and the acquisition and development of county regional trails or city trails that are regional in nature, and may specifically include local trails in underserved areas linking to city or county trails that connect to regional trails."

This document is designed to provide Prop 2 contract cities with additional policy guidance on the range of eligible expenditures within the broad project categories approved under Prop 2. This document is intended to supplement, and does not alter, the restrictions and limitations in the Prop 2 ballot measure, Ordinance 15760, and the contracts between King County and the cities. If, after reviewing this guidance, the Prop 2 ballot measure, and Ordinance 15760, together with the relevant County-city contract(s), you cannot determine whether Prop 2 funds may or may not be spent on a potential project, then you should seek legal advice regarding the use of Prop 2 funds for that project.

A. Acquisition of Open Space and Natural Lands: Lands that are proposed to be acquired with Prop 2 funds should meet the definition of "open space" in RCW 84.34.020.

B. Trail Acquisition & Development Projects:

1. Trail acquisition and development projects should focus on expanding the Regional Trails System ("RTS"). Examples could include:

- New regional trails within an established, shared multi-use trails plan (either King County's or local jurisdiction's plan);
- New shared multi-use trails that connect to the existing or planned RTS; and
- New on-road bicycle and pedestrian facilities. Cities are encouraged to provide consistent trail/connection solutions and minimize changes in facility types along connections. Projects should promote multiple use opportunities for both bicyclists and pedestrians within the same corridor. On-road bicycle facilities may include a bicycle lane (preferred) or widened paved shoulder. A sidewalk would be an acceptable pedestrian facility. Wayfinding signage for the designated on-road route should meet King County's regional trail on-street connector guidelines. On-road projects should be considered as additions to the RTS network and may be mapped and signed as designated "On-Street Connections." On-street connections should be limited to designated non-motorized facilities/routes that directly link regional trails and should be undertaken using appropriate road engineering professional guidelines (e.g., AASHTO) for safety. On-Street Connections should be appropriately maintained to ensure ease of access and user safety.

Prop 2 funds may be used to acquire and develop on-road facilities under two circumstances:

Interim Facilities. On-road facilities may be developed to provide connections to the RTS on an interim basis, but only where such interim facilities will be and are in fact replaced with permanent, separated/dedicated trail facilities in the near term (i.e. within 10 years of the date the interim facilities go into service).

Permanent facilities. Permanent on-road projects should be contemplated only in those corridors where development of separated, dedicated trails is infeasible over the long term (i.e. more than 10 years). If any permanent Prop 2-funded on-road connections are reduced or eliminated following construction, then another similar facility/route or appropriate separated/dedicated trail should be provided to ensure an ongoing linkage with the RTS. Under no circumstances may a Prop 2-funded on-road project be converted to motor vehicle use without direct, simultaneous replacement of the converted facility with an equal or better facility.

2. Trail projects should be consistent with established national, state, and local development guidelines for shared multi-use trails or on-road bicycle and pedestrian facilities. These guidelines include:

- King County RTS Development Guidelines;
- Guide to the Development Bicycle Facilities, American Assoc. of State Highway and Transportation Officials (AASHTO);

- WSDOT Design Manual;
- FHWA Design Guidance and other federal resources ;
- MUTCD, Part 9, Traffic Controls for Bicycle Facilities

Cities are encouraged to work with King County Parks and Recreation Division to design and implement safe and appropriate regional trails and to ensure system compatibility. The County is updating RTS Development Guidelines for shared multi-use trails based on AASHTO and other guidelines for use on the RTS. On-road facilities should be planned and implemented with concurrence from local traffic and transportation professionals.

3. Parks Expansion Levy ~ Eligible Costs: Acquisition Projects

A. Property Costs: Prop 2 funds may used to purchase fee title to real property, as well as improvements and structures on the property. Prop 2 funds may also be used to acquire property interests less than fee title (e.g. easements or development rights; see RCW 84.34.210, -220) so long as the duration of the interest acquired is perpetual and not temporary.

B. Support/Administrative Costs: Prop 2 funds may used for costs directly associated with the acquisition of real property, including appraisal and title review; closing costs, fees and charges; cultural resources review (archaeological/historic sites); environmental site assessments for potential contamination; recording fees; tenant relocation costs; signing; other special reports related to the property's title, history or condition; surveys; and taxes associated with acquisition.

4. Parks Expansion Levy ~ Eligible Costs: Trail Development Projects

A. Design/Planning Costs: Prop 2 funds may be used for expenditures, fees, or charges directly associated with the design of a trail project, including: architectural and engineering services and consultants; cultural resources review; environmental process (e.g. wetland delineation, EIS, mitigation), construction supervision, and miscellaneous design, permitting, and planning costs directly attributable to the project (e.g. advertising, printing, communication, progress reports, consultation, public hearings).

B. Construction Costs: Prop 2 funds may be used for direct construction costs, demolition and site improvements, user amenities, signage, permits (excluding litigation), and surveys.

5. Acquisition Projects ~ Deed Restriction Language

The following language should be placed on the deed of all Prop2-funded property or property interests acquired by cities:

“This project was funded by [or, funded in part by] and is subject to the terms of the Open Space, Regional Trails, and Woodland Park Zoo levy lid lift authorized by King County Ordinance 15760 and approved by voters on August 21, 2007. The [City] covenants that the

[property or property interest] will be used for the purposes contemplated by Ordinance 15760, that the [property or property interest] shall not be transferred or conveyed except by deed providing that the [property or property interest] shall continue to be used for the purposes contemplated by Ordinance 15760, and that the [property or property interest] shall not be converted to a different use unless other equivalent [property or property interest] within the [City or County] shall be received in exchange therefore."

6. Coordination with Other Jurisdictions

Cities should coordinate with each other and with the King County Parks and Recreation Division in connection with the expenditure of Prop 2 proceeds to maximize the objectives of open space and natural lands acquisitions in King County.

7. Expenditure of Funds

While cities receiving Prop 2 proceeds are encouraged to expend their share of those funds as soon as practicable, there is no fixed expenditure timeframe and funding may be pooled across multiple years. However, cities' final expenditure of Prop 2 funds should be complete by December 31, 2014.

8. Supplanting of Funds

Section 4.2 of your contract with King County prohibits you from using levy funds to supplant existing funds used for the same purpose. In addition, RCW 84.55.050 and Section 5 of King County Ordinance 15760 both prohibit supplanting of existing funds for the same purpose. RCW 84.55.050(2) defines existing funds in the following manner:

For purposes of this subsection, existing funds means the actual operating expenditures for the calendar year in which the ballot measure is approved by voters. Actual operating expenditures excludes lost federal funds, lost or expired state grants or loans, extraordinary events not likely to reoccur, changes in contract provisions beyond the control of the taxing district receiving the services, and major nonrecurring capital expenditures.

If you have any questions about whether your planned expenditures will improperly supplant existing funds, you may wish to consult your legal advisor.

KING COUNTY PARKS EXPANSION LEVY 2010 ANNUAL REPORT

CITY: Burien, Washington

DATE: April 28, 2010

On August 21, 2007, the voters of King County approved Proposition 2, the Parks Expansion Levy, a new \$0.05, six-year, inflation adjusted property tax lid lift to expand park and recreation opportunities. One cent of the five-cent levy proceeds is to be distributed to cities in King County for specific purposes.

The terms and conditions for receiving and expending Prop 2 funds are governed by a contract between each city and King County. Ordinance 15760 defines the projects eligible for Prop 2 funds as follows: "City projects means the acquisition of open space and natural lands and the acquisition and development of county regional trails or city trails that are regional in nature, and may specifically include local trails in underserved areas linking to city or county trails that connect to regional trails."

"Annual Report" shall mean the annual report prepared by the City and provided to the County annually by May 1 beginning in 2009 setting forth a summary of city projects for the preceding year, along with a complete financial accounting for the use of County Levy Proceeds, and a listing of all capital investments made at the City funded in whole or in part by County Levy Proceeds, and for the 2009 annual report the City shall identify the dollar amount of the City's Existing Funds. (Contract Section 1.1)

2010 Allocation	2010 Expenditure	Balance/ Carryover	Project Description	If not yet spent, intend to expend in which year(s)?	Reason(s) for delay in spending?	Existing Funds (2007) Per RCW 84.55.050 levy funds may not supplant existing funds
\$59,394	0	\$59,394	N/A	Tentatively 2012-2013	The City of Burien is "pooling" this funding over time for a larger future project.	Previous Parks Levy Funding is as follows: 2008 Allocation was \$56,990; 2009 Allocation was \$60,064. These are unspent.

Lori Fleming

From: Lori Fleming
Sent: Thursday, April 28, 2011 12:04 PM
To: 'john.villapudua@kingcounty.gov'
Cc: Steve Roemer; Michael Lafreniere
Subject: 2010 Annual Report From Burien for Parks Expansion Levy
Attachments: Parks Expansion Levy Annual Reports.xls

Hi John!

Attached is the 2010 Annual Report from the City of Burien for the King County Parks Expansion Levy. If you have any questions or need additional information, please let me know. Thank you!

Lori Fleming

Management Analyst
City of Burien
400 SW 152nd St., Ste 300
Burien, WA 98166
Phone: (206) 248-5518
E-mail: Lorif@burienwa.gov
Web: www.burienwa.gov

From: Clarke, Monica [<mailto:Monica.Clarke@kingcounty.gov>]
Sent: Friday, April 22, 2011 11:56 AM
To: Betty Sanders; Bob Larson (blarson@ci.snoqualmie.wa.us); Candice Bock; Casey Camp; Cherie Gibson; Chip Corder (chip.corder@mercergov.org); Skykomish, Christina; Christine Olson (christineo@ci.newcastle.wa.us); Debbie Tarry (dtarry@ci.shoreline.wa.us); Diana Beach; Diana Quinn; Donna Hanson (dhanson@medina-wa.gov); Doug Schulze; Elena Montgomery; Gwendolyn Voepel; Jack McKenzie; Jean Rice; Jim Blake (jim@ci.issaquah.wa.us); Jim Katica; Joanne Gregory (jgregory@ci.kenmore.wa.us); John Hawley (jhawley@ci.lake-forest-park.wa.us); John Joplin; Kevin Fuhrer (tukfin@ci.tukwila.wa.us); Laura Princic (laura.princic@ci.bothell.wa.us); Lori Fleming; Lorrie Peterson (lpeterson@bellevuewa.gov); Lyman Howard (lhoward@ci.sammamish.wa.us); Maria Pierce; Mary Otness; Mike McCarty (mmccarty@ci.seatac.wa.us); Mitch Wasserman (mitch@clydehill.org); Nancy Violante (nviolante@ci.renton.wa.us); Pam Nelson; Rob Hendrickson; Shelley Coleman (scoleman@auburnwa.gov); Stephanie McKenzie (Stephaniemckenzie@ci.enumclaw.wa.us); Steve Ikerd; Sue Ann Spens; Tho Kraus (tho.kraus@cityoffederalway.com); Tony McCarthy (tony.mccarthy@ci.maple-valley.wa.us); Tony Piasecki (tpiasecki@desmoineswa.gov); Tracey Dunlap (tdunlap@ci.kirkland.wa.us); Williams, Amy; Zach Schmitz (zachs@ci.woodinville.wa.us); Al Erickson (Ale@ci.issaquah.wa.us); Anne McGill; Barbara Greenwalt; Bill Evans; Bob Wuotila; Brian Levenhagen (bjlevenhagen@ci.kent.wa.us); celarsen@redmond.gov; Chris Hagerdorn; Christopher Williams; Clark Meek; Daryl Faber; Debbie Bent; Dick Deal; Donald Harris (donald.harris@seattle.gov); Duncan Wilson (duncanw@ci.north-bend.wa.us); Greg Brown; Jay Bennett; Jeff Watling (jwatling@ci.kent.wa.us); Jennifer Schroder; Jessi Richardson (jrichardson@ci.sammamish.wa.us); Kit Ledbetter; Leslie Betlach; Letticia Neal; Linda Frkuska; Maiya Andrews; Manny Ocampo; Margaret Macleod; Maureen Colaizzi (mcolaizzi@ci.shoreline.wa.us); Michael Holly (michaelh@ci.newcastle.wa.us); Michael Lafreniere; Pat Parkhurst; Patrice Thorell; Patrick Foran; Paul West; Rick Still (tuparks@ci.tukwila.wa.us); Ron Garrow; Scott Thomas; Shelley Marelli (smarelli@ci.bellevue.wa.us); Tema Nesoff
Cc: Villapudua, John
Subject: Parks Expansion Levy - 2010 Annual Reporting Time

Good Afternoon all,

It's annual reporting time for the Parks Expansion Levy! Your city's 2010 annual report is due on May 1st providing a summary of expenditures and projects relating to the King County Parks Expansion Levy approved by county voters on August 21, 2007.

Attached is a 2010 template reporting form for your use. Also attached is a policy guidance document that provides information on eligible uses of Parks Expansion Levy funds.

Please fill in the annual report template describing the trail or open space projects funded with your city's allocation of levy proceeds.

If your city opted not to spend levy funds in 2010, but "pool" them over time for a larger project in the future, please indicate that on the form.

Once completed, please email your annual report to KC Parks contract administrator, John Villapudua at john.villapudua@kingcounty.gov.

Please give us a call if you have any questions or need additional information. I can be reached at 206-263-7243 and John may be reached at 206-263-6209.

Thank you for your assistance!

Happy Friday!

Monica

Monica Clarke | Section Manager | Capital Planning Unit | King County Parks | monica.clarke@kingcounty.gov | 206.263.7243 | cell: 206.913.7426 | www.kingcounty.gov/parks

King County Parks **WANT**  King County
Big Background!

KING COUNTY PARKS EXPANSION LEVY 2009 ANNUAL REPORT

CITY: Burien, Washington

DATE: May 10, 2010

On August 21, 2007, the voters of King County approved Proposition 2, the Parks Expansion Levy, a new \$0.05, six-year, inflation adjusted property tax lid lift to expand park and recreation opportunities. One cent of the five-cent levy proceeds is to be distributed to cities in King County for specific purposes.

The terms and conditions for receiving and expending Prop 2 funds are governed by a contract between each city and King County. Ordinance 15760 defines the projects eligible for Prop 2 funds as follows: "City projects' means the acquisition of open space and natural lands and the acquisition and development of county regional trails or city trails that are regional in nature, and may specifically include local trails in underserved areas linking to city or county trails that connect to regional trails."

"Annual Report" shall mean the annual report prepared by the City and provided to the County annually by May 1 beginning in 2009 setting forth a summary of city projects for the preceding year, along with a complete financial accounting for the use of County Levy Proceeds, and a listing of all capital investments made at the City funded in whole or in part by County Levy Proceeds, and for the 2009 annual report the City shall identify the dollar amount of the City's Existing Funds. (Contract Section 1.1)

2009 Allocation	2009 Expenditure	Balance/Carryover	Project Description	If not yet spent, intend to expend in which year(s)?	Reason(s) for delay in spending?	Existing Funds (2007) Per RCW 84.55.050 levy funds may not supplant existing funds
\$60,064	0	\$60,064	N/A	Tentatively 2011	The City of Burien is "pooling" this funding over time for a future larger project.	The previous 2008 allocation of \$56,990 is unspent.

KING COUNTY PARKS EXPANSION LEVY 2008 ANNUAL REPORT

CITY: Burien

DATE: 04/30/09

On August 21, 2007, the voters of King County approved Proposition 2, the Parks Expansion Levy, a new \$.05, six-year, inflation adjusted property tax lid lift to expand park and recreation opportunities. One cent of the five-cent levy proceeds is to be distributed to cities in King County for specific purposes.

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(Contract Section 1.1)

2008 Allocation	2008 Expenditure	Balance/Carryover	Project Description	If not yet spent, intend to expend in which year(s)?	Reason(s) for delay in spending?	Existing Funds (2007) Per RCW 84.55.050 levy funds may not supplant existing funds
56,990.00	0	56,990.00	Acquire properties and develop park amenities to benefit underserved neighborhoods.	Potentially, in 2011, but depends on available budget.	Estimated project costs exceed current funds.	0