

**INTERLOCAL AGREEMENT BETWEEN THE CITIES  
OF BURIEN, DES MOINES, NORMANDY PARK AND  
SEATAC FOR ENVIRONMENTAL REVIEW OF THE  
SEA-TAC AIRPORT  
SUSTAINABLE AIRPORT MASTER PLAN**

Pursuant to RCW 39.34, the Interlocal Cooperation Act, this Agreement is entered into between the City of Burien, a municipal corporation, hereinafter referred to as “Burien,” the City of Des Moines, a municipal corporation hereinafter referred to as “Des Moines,” the City of Normandy Park, a municipal corporation hereinafter referred to as “Normandy Park,” and the City of SeaTac, a municipal corporation hereinafter referred to as “SeaTac,” and all four cities collectively referred to as the “Parties” or “Cities”, for the purpose of review and commenting on the environmental review process, analysis and documents prepared for the Port of Seattle’s the Sea-Tac Airport Sustainable Airport Master Plan.

1. **Background.** The Port of Seattle (“Port”) operates the Sea-Tac International Airport (“Airport” or “Sea-Tac”). The Port is currently drafting a “Sustainable Airport Master Plan” (“SAMP”) that will plan for airport growth over the next 20 years; growth that could have significant negative impacts on surrounding cities. Pursuant to the National Environmental Policy Act (“NEPA”) and the Washington State Environmental Policy Act (“SEPA”), the Port may prepare, for agency and public review and comment, environmental documents; up to and including an Environmental Impact Statement. The Parties have determined that it is in their best interest to coordinate their review, analysis, and responses concerning the environmental review process and the impacts that are addressed in environmental documents issued by the Port.
2. **Purpose.** The purpose of this Agreement is for the Parties to establish a process for review, analysis, and responding to the environmental process, impacts and concerns related to the SAMP, including those issues raised during the Port’s SEPA and NEPA processes. By coordinating their efforts, the Parties will be in a better position to evaluate and respond to the Port’s environmental review process. The Parties may jointly hire and fund consultants to assist with review and preparation of formal comments regarding the environmental review process and the SAMP’s environmental impacts. This Agreement establishes a process for the selection and funding of these consultants.
3. **Review and Commenting.** The environmental review process will include opportunities for the Parties to provide formal comments to the Port. This could include commenting on the Port’s selected environmental review process and any documents which may be issued as part of that process. The Parties agree to coordinate their comments at each of these steps

and to issue a single comment letter signed by each Party's designated representative.

4. **Consultant Selection.** It may be in the best interest of the Parties to jointly hire a consultant to assist with review and commenting on the SAMP's environmental review and impacts. If it is agreed to hire a consultant, the Parties will work cooperatively and collaboratively on every aspect of the consultant selection process and shall be in mutual agreement prior to moving to the next step. It is anticipated that only one consultant will be retained, with the understanding that the retained consultant may use sub-consultants to complete specific tasks. Generally, the steps will be as follows:
  - a. Determine what consultant expertise is needed;
  - b. Determine which Party will be the lead for contract administration;
  - c. Determine project budget and contribution amount from each Party;
  - d. Drafting a Request for Qualifications (RFQ);
  - e. Publish/Circulate Notice Requesting Statement of Qualifications;
  - f. Review of statements and selection for interviews;
  - g. Conducting interviews, with interested Parties represented;
  - h. Final consultant selection;
  - i. Developing a final Scope of Work;
  - j. Negotiation of consultant contract;
  - k. Approval of Consultant Contract by the lead City in accordance with its contract approval procedures.
5. **Consultant Funding.** If consultants are hired as contemplated in Section 4 of this Agreement, the Parties will individually commit to a level of funding to be provided. These funds must be committed prior to requesting Statements of Qualifications as noted above. The management of these funds will be as described in Section 8. Such funding determinations shall be documented in writing.
6. **Joint Roles and Responsibilities.** Each Party shall be responsible for the following:
  - a. Each Party shall assign a representative(s) ("Party Representative(s)") to help prepare and/or participate in review of draft work products. The Party

Representative administering any consultant contract will communicate any changes to schedules, budgets, and any other pertinent information in a timely manner so as to keep each jurisdiction apprised of the status of the consultant's work.

- b. Time is of the essence for the review of environmental documents. The Parties shall work expeditiously and in good faith to achieve the smooth progress of review and commenting. This includes allocating adequate staff time and providing all necessary data and other information or materials needed for timely review and commenting.
  - c. The Party Representatives shall receive copies of consultant invoices. All concerns with consultant billing shall be communicated to the contract administrator in a timely manner.
  - d. Should any Party wish to file an appeal of any Port environmental decision, the Party Representatives shall discuss whether such an appeal should be pursued jointly. If an individual jurisdiction appeal is filed, the appeal shall be immediately transmitted to all Parties, so that they can decide whether to intervene in the appeal in order to provide assistance.
  - e. The Parties shall work together in good faith to assure comments are made within the deadlines prescribed by law.
7. **Contract Management.** Contracts for consultant(s) shall be administered by the City of SeaTac. These responsibilities include monitoring of work of the consultant in terms of content and timeliness; coordinating with the City of Burien regarding the consultant invoices and payments; arrangement of meetings to address the comments of the Parties; etc.
8. **Fiscal Management.** Management of fiscal matters associated with this Agreement shall be administered by the City of Burien. These responsibilities include processing consultant invoices and payments on a monthly basis; invoicing other Parties to the agreement; periodic fiscal reports to the Parties; etc.
9. **Additional Consultant Services.** Each Party retains the right to hire their own consultants at their own expense to complete work necessary for the project, so long as the work does not conflict with the Project. In such cases, the results of any consultant work will be shared with the other Parties.

10. **Administration of Agreement.** Supervision and administration of this Agreement shall be the responsibility of each Parties' City Manager or his/her respective designee.
11. **Duration.** This Agreement shall be effective upon execution by each party and shall remain in full force and effect through completion of the SAMP environmental review process or December 31, 2020, whichever comes first. This Agreement may be extended upon mutual agreement of all Parties.
12. **Termination.** Any party may withdraw from this Agreement, effective upon thirty (30) days written notice to the other parties. However, the withdrawing Party shall still be responsible for the payment of any costs in which they have agreed to pay prior to the effective date of withdrawal.
13. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by all parties.
14. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS.
15. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of transmittal, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
16. **Hold Harmless.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.
17. **Non-Discrimination.** The Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or

disability in employment or the provision of services.

18. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**CITY OF BURIEN**

**CITY OF DES MOINES**

\_\_\_\_\_  
Brian J. Wilson, City Manager

\_\_\_\_\_  
Michael Matthias, City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Marshall  
City of Burien City Attorney

\_\_\_\_\_  
Tim George  
City of Des Moines City Attorney

**CITY OF NORMANDY PARK**

**CITY OF SEATAC**

\_\_\_\_\_  
Mark E. Hoppen, City Manager

\_\_\_\_\_  
Joseph Scorcio, City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jim Haney, City of Normandy Park  
City Attorney

\_\_\_\_\_  
Mary Mirante Bartolo, City of SeaTac  
City Attorney

**Chapter 5.55  
MOBILE FOOD VENDORS**

Sections:

- 5.55.010 Purpose.**
- 5.55.020 Definitions.**
- 5.55.030 Mobile food vendor business – License required – Exemptions.**
- 5.55.040 Display of license.**
- 5.55.050 Restrictions applicable to all mobile food vendors.**
- 5.55.060 Mobile food vendor license – Application.**
- 5.55.070 License fee.**
- 5.55.080 General regulations.**
- 5.55.090 Penalties
- 5.55.100 Severability

**5.55.010 Purpose.**

The purpose of this chapter is to allow for mobile food vendors (food trucks) to conduct business within the corporate limits of the City of SeaTac in order to accommodate new businesses and support entrepreneurship.

**5.55.020 Definitions.**

A. "Mobile food preparation van" or "food truck" means a commercially manufactured<sup>(c1)</sup> motorized vehicle or trailer vending unit in which ready-to-eat food is cooked, wrapped, packaged, processed or portioned for service, sale or distribution.

B. "Motorized mobile food vending unit" means a truck, van or other motorized vehicle that incorporates a kitchen or other food preparation area from which prepared, cooked, processed or portioned food may be sold.<sup>(c2)</sup>

BC. "Mobile food vendor" means a seller of food from a mobile food preparation van, truck or other vehicle or conveyance.

**5.55.030 Mobile food vendor business – License required – Exemptions.**

No person, firm or corporation shall engage in a mobile food vendor business without having first obtained a business license from the City; provided, however, that no license shall be required of the following:

A. Persons, firms or corporations who conduct the sale of seasonal fresh fruits and vegetables that are unprepared and similar agricultural products, as exempted by RCW 36.71.090.

B. Any "solicitor," as the term is defined in Chapter 5.10 SMC, that is licensed under that same chapter.

Each mobile food preparation van or food truck shall be required to obtain a separate business license.

#### **5.55.040 Display of license.**

All mobile food vendor licenses shall be prominently displayed upon all vehicles from which a mobile food vendor sells products.

#### **5.55.050 Restrictions applicable to all mobile food vendors.**

A. Mobile food vending on public streets and public rights-of-way within the corporate limits of the City shall not be permitted unless approved ~~as an authorized participant in a city-approved~~ through a right-of-way use permit pursuant to SMC 11.10.

B. A mobile food vendor shall not obstruct or cause to be obstructed the passage of any pedestrian or vehicle on any sidewalk, street, fire lane, or any parking area, including obstructions caused by customer queues or customers consuming any food sold by the mobile food vendor at or near the place where the items are being offered for sale.

#### **5.55.060 Mobile food vendor license – Application.**

A. The submittal requirements for business license review shall be as established by the City Manager or designee ~~(OR: include the following:~~

~~1. A site plan of the site layout, depicting the following:~~

~~a. Ingress and egress; and~~

~~b. Location of the vending unit on the property on which food will be offered for sale.~~

- ~~2. A photograph of the vending unit, proposed signs, and any equipment.~~
- ~~3. Written approval by the King County health district that the food preparation and service complies with health regulations.~~
- ~~4. Evidence of a current state of Washington vehicle registration.~~
- ~~5. A written plan documenting appropriate disposal of wastewater generated by the vending unit. Grease shall be properly disposed of per adopted Washington State health regulations.~~
- ~~6. Documentation that the vending unit has been approved by the state of Washington Department of Labor and Industries.~~

B. The mobile food vendor shall comply with the standards of the state of Washington Department of Labor and Industries for electrical service to the mobile food preparation van. In no event shall the mobile food vendor locate electric lines overhead or on the ground surface in any location in which the public has access.

C. The mobile food vendor must obtain and provide proof of written permission from the property owner for each location at which the mobile food vendor proposes to offer food for sale. This includes written permission for the mobile food vendor's location on the site, and for the mobile food vendor's staff to use the property owner's restrooms.

~~D. No portable restrooms shall be allowed on a site.~~

#### **5.55.070 License fee.**

Business license fees for mobile food vendors shall be as established in the City's Fee Schedule. The city business license will serve as evidence that the applicant has applied for and obtained a Washington State Department of Revenue business registration number.

#### **5.55.080 General regulations.**

A. The mobile food vendor shall leave the site clean and vacant each day, including picking up trash and litter generated by the mobile food vendor's customers.

B. The owner of real property on which a mobile food vendor is located shall be responsible for overall site maintenance. The property owner shall be responsible for the mobile food vendor's



compliance with the provisions of this chapter with respect to the mobile food vendor's operation on the owner's property.

CD. All exterior trash receptacles not intended for customer use shall be screened from public view and securely covered.

BD. The use of any portion of the vending unit as living or sleeping quarters is prohibited.

CE. All attachments to the vending unit, including but not limited to signs, lights, overhangs, and awnings, shall be maintained in such a manner as to not create a hazard to pedestrians, customers or vehicles. Flashing lights and similar displays are prohibited.

~~D. All exterior trash receptacles not intended for customer use shall be screened from public view and securely covered.~~

F. One portable pop-up 10-foot-by-12-foot tent or umbrella, not to exceed 10 feet by 12 feet in size, may be used for cover for patrons, or up to three tables with beach type umbrellas, may be used for cover for patrons. Cooking shall not take place under any tent. Umbrellas and canopies must be removed at the end of each day.

EG. Wastewater.

1. The mobile food vendor shall install an appropriate grease trap in the vending unit, and shall maintain the grease trap.

2. Grease shall be properly disposed of per adopted Washington State health regulations. Wastewater generated by the vending unit shall be disposed of in a proper manner and documented.

~~F. One portable pop-up 10-foot-by-12-foot tent or umbrella may be used for cover for patrons, or up to three tables with beach type umbrellas. Cooking shall not take place under any tent. Umbrellas and canopies must be removed at the end of each day.~~

GH. Except for special events or activities authorized by a temporary use permit, no portable restrooms for use in connection with a mobile food vendor shall be allowed on a site.

~~The owner of real property on which a mobile food vendor is located shall be responsible for overall site maintenance. The property owner shall be responsible for the mobile food vendor's~~

~~compliance with the provisions of this chapter with respect to the mobile food vendor's operation on the owner's property.~~

~~J.I.~~ Mobile food vendors shall not sell or serve alcoholic beverages.

~~K.J.~~ Mobile food vendors shall not occupy a site for more than 18 hours during any 24 hour period.

~~L.K.~~ All mobile food vendors shall comply with all laws, rules and regulations regarding food handling, and all mobile food preparation vans and motor vehicles used by mobile food vendors shall comply with all applicable laws, rules and regulations respecting such vehicles as established by the King County health department, the Washington State Motor Vehicle Code, and any applicable sections of the city code regarding the operation of the business.

#### 5.55.090 Penalties

Any person or persons who violate or fail to comply with any of the provisions of this chapter shall upon conviction of said violation be punished as provided in \_\_\_\_\_.

#### 5.55.100 Severability.

Should any section, clause or provision of this chapter be declared by the courts to be invalid, the same shall not affect the validity of the chapter as a whole, or any part thereof, other than the part declared to be invalid.

# Mobile Food Vendors & Food Truck Research

| City        | *B&O Tax | Sales Tax Auditing  | License Type                                    | License Fee (per year)  | Code Enforcement  |
|-------------|----------|---|---|---|---|
| Bellevue    | Yes      | No auditing process   | General Business License                        | \$90  | Code Enforcement - enforce any issues with licensing, garbage, debris, etc.                   |
| Kent        | Yes      | No regular auditing process. (Ability to audit when needed) | Commercial License (Fixed Location Food Trucks) | \$240.59 – Commercial<br><i>Fire inspection required</i>                            | Compliance Officers – enforce any issues with licensing, garbage, debris, B&O tax collection. |
|             |          |   | Mobile Vendors (Mobile Food Trucks)             | \$101 - Mobile Vendors  |   |
| Lynwood     | No       | No auditing process   | General Business License                        | \$166 – Out of City Vendors<br>\$122.50 – In City Vendors                           | Code Enforcement - enforce any issues with licensing, garbage, debris, etc.                   |
| Tukwila     | No       | <i>No response received prior to meeting</i>                |   |   |   |
| Woodinville | No       | No auditing process   | General Business License                        | \$39 + \$19 application fee<br>\$94 Annual Temporary Use Permit (TPU) also Required | No Code Enforcement Officers – PW Inspectors or Planners enforce issues as needed             |

**Proposed**

|        |    |                 |                          |  |  |
|--------|----|-----------------|--------------------------|--|--|
| SeaTac | No | Audit as needed | General Business License | \$150 – Out of City Vendors<br>\$100 – In City Vendors | Code Compliance - enforce any issues with licensing, garbage, debris, etc. |
|--------|----|-----------------|--------------------------|--|--|

\*B&O Tax: Business & Occupation Tax levied on a vendor's annual gross receipts

# City of SeaTac

Valley Ridge Sport Field Improvements

February 1, 2018





Bid Opening – February 1, 2018

Project Budget - \$3,747,263

Maximum Allowable Construction Cost  
(MACC) - \$2,939,105



## Vendor: Coast to Coast Turf

Project MACC: \$2,939,105

### Base Bid & Alternate #1

Bid: \$2,776,392

- Replace synthetic turf on fields 1, 2 & 3
- New restroom/concession facility
- Improvements to field 4 (grass turf)
- Perimeter fencing

### Alternate #3

Bid: \$2,776,392

- Storage facility for parks maintenance equipment

**Total: \$2,912,718**

Cost Savings: \$26,387



## Additional Request

### Alternate #4

Bid: \$610,735

- Install synthetic turf on field 4

### Alternate #2

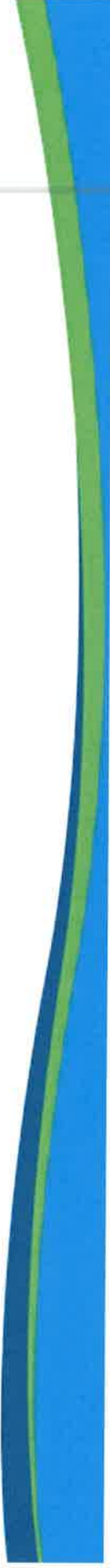
Bid: \$347,000

- Install lights on field 4

Sub-total (additional request): \$957,735

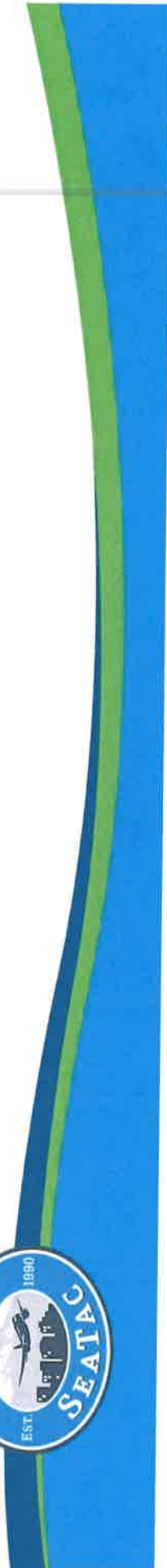
Cost Savings: ~~(\$26,387)~~

Total (additional request): \$931,348





# Questions?







# MEMORANDUM

TO: Administration and Finance Committee  
FROM: Lesa Ellis, Executive Assistant  
DATE: February 1, 2018  
SUBJECT: Council Committees Revised Schedule

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Due to her recent SCA appointments to regional boards which created a conflict with the A&F schedule, Deputy Mayor Sitterley made the following recommendation to Thursday Committee meetings, noting that others may also experience conflicts as well:

- *Moving Code Compliance from the 2<sup>nd</sup> Thursday to the 1<sup>st</sup> Thursday of the month.*
- *Moving LUP from the 4<sup>th</sup> Thursday to the 3<sup>rd</sup> Thursday. (note: overlapped T&PW & Sidewalk)*
- *Establishing A&F on the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays at 5 pm. (Clyde can make a 4 PM start time)*

The only conflict is that LUP cannot move to the 3<sup>rd</sup> Thursday as T&PW and Sidewalk Committee are already scheduled for those dates and to Will's knowledge are not experiencing scheduling conflicts. Additionally, I talked with Clyde and he is comfortable with 4 PM meeting times on Thursday and, further, can accommodate a 3 PM start time once a month. With this in mind, the schedule on the next page is proposed for council consideration. Mike, Pam, and Clyde have also been recently appointed to regional boards and committees through SCA which may create conflicts I am unaware of.

## Action Plan

|            |  |
|------------|--|
| Feb 1 A&F  | Review and forward to the City Council with a recommendation   |
| Feb 15 A&F | Cancel   |
| Feb 21 A&F | Special A&F to discuss and recommend changes to the City Council Administrative Procedures document, including the Council Committees regular meeting schedule |
| Feb 15 LUP | Cancel Special LUP   |
| Feb 22 LUP | Return to regular meeting date   |
| Feb 27 CSS | Review revisions to the City Council Administrative Procedures   |
| Feb 27 RCM | Adopt the City Council Administrative Procedures with an effective date of March 1, 2018   |

(Please note that meetings off-schedule are special meetings until the schedule is formally adopted through the City Council Administrative Procedures document)

*Time Considerations*

*Erin: 1<sup>st</sup> and 3<sup>rd</sup> Thursdays, 6 PM or later  
2<sup>nd</sup> and 4<sup>th</sup> Thursdays, open*

*Clyde: Coming from Bellevue, 4 PM or later (can accommodate 3 PM once/month)*

|     | CURRENT   | PROPOSAL   | CHANGE  | REVISIONS |
|-----|---|--|---|-----------|
| 1st | A&F 3-5 (Erin, Clyde, Peter)<br><br>PS&J 5-6 (Joel, Mike, Erin)                                       | <b>Code Compliance</b><br>3:30-5:00 PM (Rick, Clyde, Pam)<br>(Clyde can make 3 PM)<br><br><b>LUP 5-6:30 PM</b> (Rick, Peter, Mike) | Week 2 <sup>nd</sup> to 1st and start time<br><br><br><br>Week 4 <sup>th</sup> to 1st   |           |
| 2nd | Code Compliance 4 - 5:30<br>(Rick, Clyde, Pam)<br>(Clyde can make 3 PM)                               | <b>A&amp;F 4-6 PM</b> (Erin, Clyde, Peter)<br><br><b>PS&amp;J 6-7 PM</b> (Joel, Mike, Erin)  | Week 1 <sup>st</sup> to 2nd and start time<br><br><br>Week 1 <sup>st</sup> to 2 <sup>nd</sup> and start time<br><i>(Carl confirmed)</i> |           |
| 3rd | A&F 3-5 (Erin, Clyde, Peter)<br>T&PW 4:30 - 6 (Rick, Peter, Pam)<br>Sidewalk 6 - 7 (Joel, Clyde, Pam) | <b>T&amp;PW 4:30-6 PM</b> (Rick, Peter, Pam)<br><br><b>Sidewalk 6-7 PM</b> (Joel, Clyde, Pam)                                      | No change<br><br><br>No change  |           |
| 4th | LUP 5 - 6:30 PM (Rick, Peter, Mike)   | <b>A&amp;F 4-6 PM</b> (Erin, Clyde, Peter)   | Week 3 <sup>rd</sup> to 4 <sup>th</sup> and start time  |           |