



City of SeaTac

Special Council Meeting Agenda

March 8, 2011
5:00 PM

City Hall
Council Chambers

CALL TO ORDER:
ROLL CALL:

EXECUTIVE SESSION: Review the Performance of a Public Employee (*60 minutes*)
(*RCW 42.30.110 [1] [g]*)

ADJOURN:



City of SeaTac

Regular Council Meeting Agenda

March 8, 2011
6:00 PM

City Hall
Council Chambers

CALL TO ORDER:

ROLL CALL:

FLAG SALUTE:

PUBLIC COMMENTS (at the beginning of the meeting): (Speakers must sign up prior to the meeting. Individual comments shall be limited to three minutes. A representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

1. PRESENTATIONS:

•**Port of Seattle Part 150 (15 minutes)**

By: Community and Economic Development Director Cindy Baker / Senior Planner Al Torrico / Airport Noise Program Manager Stan Shepard

•**King County Housing Authority (15 minutes)**

By: King County Housing Authority Executive Director Stephen Norman

AGENDA BILL PRESENTATIONS:

2. Agenda Bill #3303 – A Motion authorizing the City Manager to enter into a Park User Agreement with North SeaTac BMX Association for use of the BMX track at North SeaTac Park (5 minutes)

By: Parks and Recreation Director Kit Ledbetter

3. Agenda Bill #3309 – A Motion authorizing the City Manager to enter into a Park User Agreement with Chainbanger'z Disc Golf Shop for use of the disc golf course in North SeaTac Park (5 minutes)

By: Parks and Recreation Director Kit Ledbetter

4. Agenda Bill #3310 – A Motion authorizing the City Manager to enter into a Park User Agreement with Stiffwick Productions (Mountain Bike Racing Group) for use of North SeaTac Park (5 minutes)

By: Parks and Recreation Director Kit Ledbetter

5. Agenda Bill #3307 – An Ordinance amending the SeaTac Municipal Code regarding Street Frontage Landscaping, Street Landscaping, Port/City Interlocal Agreement and Building/Fire Codes as related to High Capacity Transit (10 minutes)

By: Community and Economic Development Director Cindy Baker / Principal Planner Jack Dodge

6. CONSENT AGENDA:

•**Approval of claims vouchers** (check nos. 93030 – 93147) in the amount of \$466,813.24 for the period ended March 4, 2011.

•**Approval of payroll vouchers** (check nos. 49544 – 49582) in the amount of \$376,748.34 for the period ended February 28, 2011.

•**Approval of payroll electronic fund transfers** (check nos. 67442 - 67613) in the amount of \$316,350.39 for the period ended February 28, 2011.

•**Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$61,970.69 for the period ended February 28, 2011.

Approval of Council Meeting Minutes:

•**Regular Council Meeting** held February 8, 2011.

•**Special Transportation and Public Works Committee Meeting** held February 22, 2011.

•**Land Use and Parks Committee Meeting** held February 22, 2011.

6. CONSENT AGENDA (Continued):

Approval of Council Meeting Minutes (Continued):

- **Special Council Meeting** held February 22, 2011.

Agenda Items reviewed under Agenda Bill Presentations will be considered for placement on this Consent Agenda. *Please refer to the items in the Council packet, if necessary.*

PUBLIC COMMENTS (related to the Consent Agenda): (Individual comments shall be limited to one minute and group comments shall be limited to three minutes.)

PUBLIC COMMENTS (related to the following Unfinished Business): (Individual comments shall be limited to two minutes. Group comments shall be limited to five minutes.)

UNFINISHED BUSINESS:

NEW BUSINESS:

CITY MANAGER'S COMMENTS:

COUNCIL COMMENTS:

EXECUTIVE SESSION:

ADJOURN:

1. PRESENTATIONS:

● **Port of Seattle Part 150** (*15 minutes*)

By: Community and Economic Development Director Cindy Baker / Senior Planner Al Torrico / Airport Noise Program Manager Stan Shepard

● **King County Housing Authority** (*15 minutes*)





By: King County Housing Authority Executive Director Stephen Norman

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Parks and Recreation

Agenda Bill #: 3303

TITLE: A Motion authorizing the City Manager to enter into a Park User Agreement with North SeaTac BMX Association for use of the BMX track at North SeaTac Park.

<i>March 1, 2011</i>	
__ Ordinance __ Resolution <u>X</u> Motion __ Info. Only __ Other	
Date Council Action Requested:	<u>3/8/11</u>
Ord/Res Exhibits:	
Review Dates:	<u>2/22/11 LUP</u>
Prepared By:	<u>Kit Ledbetter, Parks and Recreation Director</u>
Director:	<u></u>
City Attorney:	<u></u>
Finance:	<u></u>
BARS #:	<u>N/A</u>
City Manager:	<u></u>
Applicable Fund Name:	<u>N/A</u>

*MR
KBA*

SUMMARY: The proposed Motion authorizes the City Manager to enter into a Park User Agreement with North SeaTac BMX Association, hereinafter referred to as "Park User", for use of the BMX track at North SeaTac Park.

DISCUSSION / ANALYSIS / ISSUES: This Agreement is similar to the Agreement previously approved by Council on 9/28/10 for the use of North SeaTac Park by Seattle RC Racers.

This Agreement grants the Park User exclusive use of the specified portion of the park to conduct sanctioned events, races, and clinics. For the purposes of this Agreement, sanctioned events shall mean only the events listed on a written schedule the park user shall provide to the City by March 15 of each year preceding the start date to any event. The remainder of the time, the improved park area (BMX track) can be used by anyone. The Park User would not be charged a fee or lease amount. Rather, in consideration for the use of the land, the Park User agrees to maintain the park area as detailed in the Agreement.

The term of the Agreement is for one year with an option to extend for additional 1 year terms if approved by the City. This Agreement may be terminated without cause upon 30 days written notice to the other party.

This Agreement does not obligate the City to contribute any money or resources for any of the events, races or clinics. City has received approval from the Port of Seattle for the proposed use of this land. This was necessary based upon the fact that the City leases North SeaTac Park from the Port of Seattle.

RECOMMENDATION(S): It is recommended that the City Council carry this Motion.

FISCAL IMPACT: None

ALTERNATIVE(S): Do not accept the proposed Park User Agreement.

ATTACHMENTS: 1. BMX Park User Agreement

BMX USER AGREEMENT

ATTACHMENT

CITY OF SEATAC PARK USER AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2011, between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and North SeaTac BMX Association, hereinafter referred to as "Park User".

IT IS HEREBY AGREED AS FOLLOWS:

1. **CITY GRANTS PARK USER LICENSE TO USE THE PREMISES:** The City grants the Park User access and use of the Premises by license. Parties acknowledge and agree that this license is revocable by the City at any time so long as the City provides written notice to the Park User as provided within this agreement.

2. **PREMISES/AREA OF PARK TO BE USED:** The portion/area of the park premises which shall be available for use by the Park User is identified as follows: South 136th Street between 18th Ave. S. and 19th Ave. S. and to the south approximately 1,000 feet.

3. **TERM OF PARK USE:** The Park User shall be entitled to use the above identified portion of the park for one (1) year term commencing on _____. This Agreement may be terminated upon 30 days notice as described in Section 18 of this Agreement. This Agreement may be extended for additional one (1) year terms by a written request from the Park User if approved in writing by the Parks Director.

4. **PURPOSE OF PARK USE:** The Park User shall be entitled to use the above identified area of the park for the following purposes, and subject to the following conditions, restrictions and/or limitations: to conduct sanctioned BMX (Bicycle Motorcross) races and clinics and to provide an off-the-street bike riding area for local residents.

The Park User shall not use said Premises for any purpose other than the purpose described above or for other than any regular, recognized park use, provided that all such use shall be at all times in conformity with the rules and regulations for park use. The Park User shall not operate any concession stand or business with regular hours and location, nor any other type of business of any kind, type or nature, except that the Park User may sell, subject to City approval, food refreshments or goods that relate to the Park User's events or activities on a temporary basis limited to dates that the Park User conducts events or activities.

5. **EXCLUSIVE OR NON-EXCLUSIVE USE:** The Park User shall be entitled to the exclusive use of the Premises during organized events, and to non-exclusive use during the remainder of the time. Sanctioned event(s) shall mean only the events listed on the written

schedule the Park User shall provide to the City by March 15 of each year preceding the start date to any events upon the Premises.

6. **PAYMENT OF TAXES, FEES AND COSTS:** The Park User shall further be responsible for and be obligated to pay any and all taxes, licenses, fees and costs involved in or connected with the use of the Premises and/or this Agreement including but not limited to sales tax, leasehold tax, personal property tax, business license fees and any other taxes, fees or charges required by state, federal or locate statute, ordinance or regulation.

7. **UTILITIES - SERVICES:** The Park User shall be responsible for and shall pay any and all services and utilities supplied to the above identified premises in connection with the Park User's use thereof.

8. **RESPONSIBILITIES OF PARK USER:** In consideration and connection with the Park User's use of the above identified Premises, the Park User shall also be responsible for the following:

(A.) No alterations, improvements or changes to the Premises shall be made without the prior written consent of the City. Any alterations, improvements or changes to said Premises shall be in accordance with all applicable state and local codes, and the plans and specifications for any such alterations, improvements or changes as approved in advance by the City. Any such identified alterations, maintenance, improvements or changes to the premises, or to any buildings or structures (permanent or temporary), or to any vegetation, grounds, fixtures, appurtenances, facilities, equipment, furniture, furnishings, and appliances of the premises shall be made, constructed, installed, maintained or provided in conformity with designs, plans, requirements and/or specifications of the City as approved by the City.

(B.) Provide the City with a written schedule of events (also referred to as sanctioned events) no later than March 15 of each year preceding the start date to any event(s) upon the Premises;

(C.) Maintenance of the premises as a park including mowing, removal of litter, maintenance of structures and facilities on site in a safe, approved manner and management of facility use during events or as special use requests are made by the public.

(D.) All graffiti must be removed/repainted within 24 hours of notification.

(E.) Compliance with any and all limitations, restrictions or regulations applicable to the Park User's use of Premises, including but not limited to FAA regulations.

(F.) Provide proof of non-profit status on an annual basis.

(G.) Keep the park Premises in clean and sanitary condition, and maintain the park grounds and facilities in a neat and orderly condition;

(H.) Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and in proper garbage receptacles, with no garbage, trash or debris being allowed to accumulate on the park premises. Proper garbage receptacles shall be provided by the Park User for all events and uses of the park premises;

(I.) Properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances;

(J.) Not intentionally or negligently destroy, deface, damage impair or remove any part of the premises, and any of its vegetation, appurtenances, fixtures, facilities, equipment, furniture, furnishings, and appliances, nor to permit any family member, invitee, licensee or other person acting under the Park User's control, to do so;

(K.) Not permit a nuisance or common waste;

(L.) Park vehicles only in designated parking areas.

(M.) Notify the City of any overnight campers used during special events. Park User may request permission for overnight campers for special events only. Campers will be limited to ten vehicles and all vehicles must be self contained. When granted permission for overnight campers, Park User must provide the City with the number of vehicles and date(s) of their overnight stays 14 days prior to event.

(N.) In the case of any intentional or negligent destruction, damage or other harm to the park premises caused by the Park User or by any family member, invitee, licensee or other person acting under the Park User's control, the Park User shall, within the time directed by the City, repair, replace or correct such destruction, damage or harm, or shall pay to the City the cost therefor. The Park User shall also be responsible for advising the appropriate City official or representative of any such destruction, damage or harm, with such advise being given as soon as practical after such destruction, damage or harm occurs or is known.

(O.) Not cause or allow any park Premises or property to be encumbered or subject of any liens, whether financial or legal or otherwise.

(P.) Any signs, of any nature whatsoever, located on park property used by the Park User or connected to the Park User's use of the Premises shall be approved in advance by the City.

9. **ASSIGNMENT:** The Park User shall not be entitled to assign or transfer any rights or privileges to the use of the Premises, as provided by this Agreement, to any other person, group or organization without prior written consent to the City.

10. **ACCESS:** The City shall have, at all times, unlimited access to the Premises. Additionally, the City shall have the right to observe the Park User's use of the premises, and make inspections of the Premises to enforce any and all City Ordinances, and park rules and regulations, and to take any and all action consistent with its operation of the park, provided that the City shall conduct such inspections in a manner so as to reasonably avoid or minimize disruption to or interference with the Park User's use of the Premises.

11. **SURRENDER OF PREMISES:** In the event of default in any requirement hereof, and in any event at the expiration of the term of this Agreement, the Park User will quit, surrender and relinquish to the City any and all use, occupancy and possession of the Premises including any and all buildings, structures and permanent fixtures or other improvements.

12. **COSTS AND ATTORNEY'S FEES:** If, by reason of any default or breach on the part of either party hereto in the performance of any of the provisions of this Agreement, a legal action is instituted, the prevailing party shall be entitled to all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this agreement shall be in the Superior Court of King County, State of Washington.

13. **NON-DISCRIMINATION:** In all activities of the Park User on the premises hereof, the Park User shall not discriminate against any person by reason of age, gender, race, color, creed, national origin, marital status, or presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a material violation of this agreement, and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the agreement, and may result in ineligibility for further agreements. Additionally, it is the policy of the City of SeaTac that no person shall be discriminated against on the basis of gender in the operation, conduct or administration of community athletic programs or sports facilities, in compliance with the State of Washington's "Fair Play in Community Sports Act" (Chapter 467, 2009 Laws, effective July 26, 2009). Third parties who contract with or receive leases or permits from the City of SeaTac, for a community athletic programs or use of sports facilities are also prohibited from discriminating on the basis of gender. If you have questions or comments about this policy or the City's compliance with this policy, please contact the Parks and Recreation Director, Kit Ledbetter, at the City of SeaTac, 4800 South 188th Street, SeaTac, WA, or 206.973.4670.

14. **INDEMNIFICATION:** The Park User shall indemnify and hold the City and its agents, employees, and/or officers, harmless from, and shall defend at its own expense any and all claims, demands, suits of law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind of nature, brought against the City arising out of, in connection with, or incident to performance or execution of this Agreement and/or the Park User's (or any invitee, licensee or permittee of the Park User) use of the above Premises or any other use of the park facilities in connection with the above described purpose. It is provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Park User.

15. **INSURANCE:** The Park User shall obtain and keep in force during the term of the Agreement insurance coverage as follows:

Comprehensive General Liability with limits of not less than \$2,000,000 (two million dollars) combined single limit coverage.

The City and the Port of Seattle shall be named as an additional insured, and the policy or policies shall provide that the City shall be notified at least thirty (30) days in advance before the policy may be terminated, canceled or changed in any way. The Park User shall provide a certificate of insurance to the City as a condition precedent to this Agreement. A separate Certificate of Insurance shall be provided to the Port of Seattle. The responsibility of Park User to provide a certificate of insurance to the City and the Port of Seattle shall continue throughout the term of this Agreement and any extensions, so that the City and the Port of Seattle shall always have a current certificate of insurance through the term of this Agreement and any extensions. The City reserves all claims or rights of action against the Park User as if the City were not named in the subject policy or policies. Additional insurance protection may be required for special groups or activities which involve increased liability risk to the City or Park User.

16. **NOTIFICATION OF PARTIES:** In connection with this Agreement and any requirement that notice be given to either or both of the parties, notice shall be given as follows:

CITY OF SEATAC
Parks Director
4800 S. 188th St.
SeaTac, WA 98188
FX: 206.973.4809

PARK USER
North SeaTac BMX Association
Eric Shoopman, Track Operator
P.O. Box 98591
Des Moines, WA 98198

17. **TIME OF ESSENCE – WAIVE OR BREACH:** Time is of the essence with respect to all responsibilities and obligations of the Park User. Any waiver by the City of any breach or default shall not constitute a waiver or any other breach or default.

18. **EARLY TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, given or mailed to the other party at the address for said party as identified and set forth above, or as otherwise directed in writing.

19. **ENTIRE AGREEMENT:** This document, along with attached Exhibits that are incorporated by reference, constitutes the entire Agreement between the parties and any changes or modifications to this Agreement must be by mutual consent and in writing.

20. **SEVERABILITY:** If any portion or part of this Agreement or its application to any persons, property or circumstances is deemed by a court of competent jurisdiction to be invalid, the rest and remainder of the agreement or its application to other persons, property or circumstances shall not be affected.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and year first above set forth.

CITY OF SEATAC

PARK USER

BY: _____

BY: _____

Title: _____


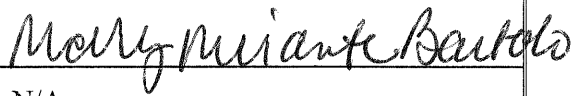

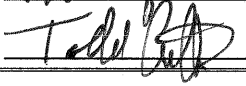
Title: _____

APPROVED AS TO FORM:

SeaTac City Council
REQUEST FOR COUNCIL ACTION
 Department Prepared by: Parks and Recreation

Agenda Bill #: 3309

TITLE: A Motion authorizing the City Manager to enter into a Park User Agreement with Chainbanger'z Disc Golf Shop for use of the disc golf course in North SeaTac Park.

___ Ordinance ___ Resolution <u>X</u> Motion ___ Info. Only ___ Other		March 1, 2011
Date Council Action Requested: <u>3/8/11</u>		
Ord/Res Exhibits: _____		
Review Dates: <u>2/22/11 LUP</u>		
Prepared By: <u>Kit Ledbetter, Parks and Recreation Director</u>		
Director: <u></u>	City Attorney: <u></u>	
Finance: <u></u>	BARS #: <u>N/A</u>	
City Manager: <u></u>	Applicable Fund Name: <u>N/A</u>	

mrc
KLB

SUMMARY: The proposed Motion authorizes the City Manager to enter into a Park User Agreement with Chainbanger'z Disc Golf Shop, hereinafter referred to as "Park User", for use of the disc golf course in North SeaTac Park.

DISCUSSION / ANALYSIS / ISSUES: This Agreement is similar to the Agreement previously approved by Council on 9/28/10 for the use of North SeaTac Park by Seattle RC Racers.

This Agreement would grant the Park User exclusive use of the specified portion of the park to conduct sanctioned events and clinics. For the purposes of this Agreement, sanctioned events shall mean only the events listed on a written schedule the Park User shall provide to the City by March 15 of each year preceding the start date to any event. The remainder of the time, the improved park areas (Disc Golf Course) can be used by anyone. The Park User would not be charged a fee or lease amount. Rather, in consideration for the use of the land, the Park User agrees to maintain the park area as detailed in the Agreement.

The term of this Agreement is for one year with an option to extend for additional 1 year terms if approved by the City. The Agreement may be terminated without cause upon 30 days written notice to the other party.

This Agreement does not obligate the City to contribute any money or resources for any of the events or clinics. City has received approval from the Port of Seattle for the proposed use of this land. This was necessary based upon the fact that the City leases North SeaTac Park from the Port of Seattle.

RECOMMENDATION(S): It is recommended that the City Council carry this Motion.

FISCAL IMPACT: None

ALTERNATIVE(S): Do not accept the proposed Park User Agreement.

ATTACHMENTS: 1. Disc Golf Park User Agreement

DISC GOLF USER AGREEMENT

CITY OF SEATAC PARK USE AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 20____ between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and Chainbanger'z Disc Golf Shop, hereinafter referred to as "Park User".

IT IS HEREBY AGREED AS FOLLOWS:

1. **AREA OF PARK TO BE USED:** The portion/area of the North SeaTac Park premises which shall be available for use by the Park User is identified as follows: North of 136th Street west of 20th Ave. S., east of Des Moines Memorial Drive and south of the park ball fields.

2. **TERM OF PARK USE:** The Park User shall be entitled to use of the above identified portion of the park for one (1) year term commencing on _____. This Agreement may be terminated upon 30 days notice as described in Section 14 of this Agreement. This Agreement may be extended for additional one (1) year terms by a written request from the Park User if approved in writing by the Parks Director.

3. **PURPOSE OF PARK USE:** The Park User shall be entitled to use the above identified area of the park for the following purposes, and subject to the following conditions, restrictions and/or limitations: to conduct sanctioned Disc Golf tournaments and clinics and to provide a disc golf area for local residents.

The Park User shall not use said Premises for any purpose other than the purpose described above or for other than any regular, recognized park use, provided that all such use shall be at all times in conformity with the rules and regulations for park use. The Park User may operate sales of golf disc's only and shall not operate any other concession stand or business with regular hours and location, nor any other type of business of any kind, type or nature.

4. **EXCLUSIVE OR NON-EXCLUSIVE USE:** The Park User shall be entitled to the exclusive use of the Premises during organized events, and to non-exclusive use during the remainder of the time. Sanctioned event(s) shall mean only the events listed on the written schedule the Park User shall provide to the City by March 15 of each year preceding the start date to any events upon the Premises.

5. **RESPONSIBILITIES OF PARK USER:** In consideration and connection with the Park User's use of the above identified premises, the Park User shall also be responsible for the following:

(A.) No alterations, improvements or changes to the Park premises shall be made without the prior written consent of the City. Any alterations, improvements or changes to said premises shall be in accordance with all applicable state and local codes, and the plans and specifications for any such alterations, improvements or changes as approved in advance by the City. Any such identified

alterations, maintenance, improvements or changes to the Park premises, or to any vegetation, grounds, fixtures, appurtenances, facilities, equipment, furniture, furnishings, and appliances of the premises shall be made, constructed, installed, maintained or provided in conformity with designs, plans, requirements and/or specifications of the City or approved by the City.

(B.) Provide the City with a written schedule of events (also referred to as sanctioned events) no later than March 15 of each year preceding the start date to any event(s) upon the Premises.

(C.) Maintenance of the premises such as mowing, removal of litter, maintenance of structures and facilities on site in a safe, approved manner. When operating equipment maintain a safe distance from other park users, yield operation when other park users pass through or are within a safe distance for equipment operation.

(D.) All graffiti must be removed / repainted within 24 hours of notification.

(E.) Compliance with any and all limitations, restrictions or regulations applicable to the Park User's use of the Premises, including but not limited to FAA regulations.

(F.) Keep the Park Premises in a clean and sanitary condition, and maintain the park grounds and facilities in a neat and orderly condition;

(G.) Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and in proper garbage receptacles, with no garbage, trash or debris being allowed to accumulate on the park premises. Proper garbage receptacles and waste hauling shall be provided by the Park User for all events and uses of the park Premises;

(H.) Properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances;

(I.) Not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, and any of its vegetation, appurtenances, fixtures, facilities, equipment, furniture, furnishings, and appliances, nor to permit any family member, invitee, licensee or other person acting under the Park User's control, to do so;

(J.) Not permit a nuisance or common waste;

(K.) Park vehicles only in designated parking areas.

(L.) In the case of any intentional or negligent destruction, damage or other harm to the park premises caused by the Park User or by any family member, invitee, licensee or other person acting under the Park User's control, the Park User shall, within the time directed by the City, repair, replace or correct such destruction, damage or harm, or shall pay to the City the cost therefor. The Park User shall also be responsible for advising the appropriate City official or representative of any such destruction,

damage or harm, with such advise being given as soon as practical after such destruction, damage or harm occurs or is known.

(M.) Not cause or allow any park Premises or property to be encumbered or subject of any liens, whether financial or legal or otherwise.

(N.) Any signs, of any nature whatsoever, located on park property used by the Park User or connected to the Park User's use of park property shall be approved in advance by the City.

(O.) Follow all Park Ordinances including but not limited to those listed below:

- Dispose of litter or waste in approved container.
- Dogs and other domestic animals must be kept on leashes no longer than 8 feet.
- Owners of dogs and other domestic animals are responsible for the conduct of the animal and for removing feces from the park.
- Dogs or other domestic animals are not permitted in swimming beaches, picnic areas, play areas or park buildings with the exception of guide dogs.
- Motorized vehicles are allowed on designated roadways only. No motorized vehicles are allowed on trails unless pre-approved by the Parks Operations Supervisor.
- Parking for park use only and parking is only permitted during park hours.
- All alcohol and illegal drugs are prohibited.
- Fireworks are prohibited.
- Camping is prohibited.
- Unauthorized possession of firearms is prohibited.

6. **ASSIGNMENT:** The Park User shall not be entitled to assign or transfer any rights or privileges to use of the Premises, as provided by this Agreement, to any other person, group or organization without the prior written consent of the City.

7. **ACCESS:** The City shall have, at all times, unlimited access to the Premises. Additionally, the City shall have the right to observe the Park User's use of the premises, and make inspections of the Premises to enforce any and all City Ordinances, and park rules and regulations, and to take any and all action consistent with its operation of the park, provided that the City shall conduct such inspections in a manner so as to reasonably avoid or minimize disruption to or interference with the Park User's use of the Premises.

8. **SURRENDER OF PREMISES:** In the event of default in any requirement hereof, and in any event at the expiration of the term of this Agreement, the Park User will quit, surrender and relinquish to the City any and all use, occupancy and possession of the Premises including any, permanent fixtures or other improvements. If in the event of termination (Section 14) by the City, all golf baskets will be returned to Chainbanger's Disc Golf Shop.

9. **NON-DISCRIMINATION:** In all activities of the Park User on the premises hereof, the Park User shall not discriminate against any person by reason of age, gender, race, color, creed, national origin, marital status, or presence of any sensory, mental or physical handicap. Any violation of this provision

shall be considered a material violation of this agreement, and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the agreement, and may result in ineligibility for further agreements. Additionally, it is the policy of the City of SeaTac that no person shall be discriminated against on the basis of gender in the operation, conduct or administration of community athletic programs or sports facilities, in compliance with the State of Washington's "Fair Play in Community Sports Act" (Chapter 467, 2009 Laws, effective July 26, 2009). Third parties who contract with or receive leases or permits from the City of SeaTac, for a community athletic programs or use of sports facilities are also prohibited from discriminating on the basis of gender. If you have questions or comments about this policy or the City's compliance with this policy, please contact the Parks and Recreation Director, Kit Ledbetter, at the City of SeaTac, 4800 South 188th Street, SeaTac, WA, or 206.973.4670.

10. INDEMNIFICATION: The Park User shall indemnify and hold the City and its agents, employees, and/or officers, harmless from, and shall defend at its own expense any and all claims, demands, suits of law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind of nature, brought against the City arising out of, in connection with, or incident to performance or execution of this Agreement and/or the Park User's (or any invitee, licensee or permittee of the Park User) use of the above Premises or any other use of the park facilities in connection with the above described purpose. It is provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Park User.

11. INSURANCE: The Park User shall obtain and keep in force during the term of the Agreement insurance coverage as follows:

Comprehensive General Liability with limits of not less than \$1,000,000 (one million dollars) combined single limit coverage.

The City and the Port of Seattle shall be named as an additional insured, and the policy or policies shall provide that the City shall be notified at least thirty (30) days in advance before the policy may be terminated, canceled or changed in any way. The Park User shall provide a certificate of insurance to the City as a condition precedent to this Agreement. A separate Certificate of Insurance shall be provided to the Port of Seattle. The responsibility of Park User to provide a certificate of insurance to the City and the Port of Seattle shall continue throughout the term of this Agreement and any extensions, so that the City and the Port of Seattle shall always have a current certificate of insurance through the term of this Agreement and any extensions. The City reserves all claims or rights of action against the Park User as if the City were not named

in the subject policy or policies. Additional insurance protection may be required for special groups or activities which involve increased liability risk to the City or Park User.

12. **NOTIFICATION OF PARTIES:** In connection with this Agreement and any requirement that notice be given to either or both of the parties, notice shall be given as follows:

CITY OF SEATAC

Parks & Recreation Director
4800 S. 188th St.
SeaTac, WA 98188
Fax: 206.973.4809

PARK USER

Chainbanger'z Disc Golf Shop
Keith Lionetti, Owner
637 S.W. 153rd St.
Burien, WA 98166
Ph: 206.601.1188

13. **TIME OF ESSENCE - WAIVE OR BREACH:** Time is of the essence with respect to all responsibilities and obligations of the Park User. Any waiver by the City of any breach or default shall not constitute a waiver or any other breach or default.

14. **EARLY TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, given or mailed to the other party at the address for said party as identified and set forth above, or as otherwise directed in writing.

15. **ENTIRE AGREEMENT:** This document constitutes the entire Agreement between the parties and any changes or modifications to this Agreement must be by mutual consent and in writing.

16. **SEVERABILITY:** If any portion or part of this Agreement or its application to any persons, property or circumstance is deemed by a court of competent jurisdiction to be invalid, the rest and remainder of the agreement or its application to other persons, property or circumstances shall not be affected.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and year first above set forth.

CITY OF SEATAC

PARK USER

Signature _____

Signature _____

Print Name _____

Print Name _____

Title: _____

Title: _____


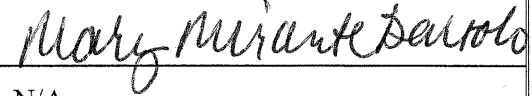
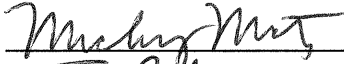

Approved as to Form: _____

(City Attorney)

SeaTac City Council
REQUEST FOR COUNCIL ACTION
 Department Prepared by: Parks and Recreation

Agenda Bill #: 3310

TITLE: A Motion authorizing the City Manager to enter into a Park User Agreement with Stiffwick Productions (Mountain Bike Racing Group) for use of North SeaTac Park.

<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other		March 1, 2011
Date Council Action Requested: <u>3/8/11</u>		
Ord/Res Exhibits:		
Review Dates: <u>2/22/11 LUP</u>		
Prepared By: <u>Kit Ledbetter, Parks and Recreation Director</u>		
Director: <u></u>	City Attorney: <u></u>	MYZ KSA
Finance: <u></u>	BARS #: <u>N/A</u>	
City Manager: <u></u>	Applicable Fund Name: <u>N/A</u>	

SUMMARY: The proposed Motion authorizes the City Manager to enter into a Park User Agreement with Stiffwick Productions (Mountain Bike Racing Group), hereinafter referred to as "Park User", for use of North SeaTac Park.

DISCUSSION / ANALYSIS / ISSUES: This Agreement is similar to the Agreement previously approved by Council on 9/28/10 for the use of North SeaTac Park by Seattle RC Racers.

This Agreement grants the Park User exclusive use of the specified portion of the park to conduct sanctioned races. For the purposes of this Agreement, sanctioned events shall mean only the events listed on a written schedule the Park User shall provide to the City by March 15 of each year preceding the start date to any event. The remainder of the time, the improved park area can be used by anyone. The Park User would not be charged a fee or lease amount. Rather, in consideration for the use of the land, the Park User agrees to maintain the park area as detailed in the Agreement.

The term of this Agreement is for one year with an option to extend for additional 1 year terms if approved by the City. This Agreement may be terminated without cause upon 30 days written notice to the other party.

This Agreement does not obligate the City to contribute any money or resources for any of the races. City has received approval from the Port of Seattle for the proposed use of this land. This was necessary based upon the fact that the City leases North SeaTac Park from the Port of Seattle.

RECOMMENDATION(S): It is recommended that the City Council carry this Motion.

FISCAL IMPACT: None

ALTERNATIVE(S): Do not accept the proposed Park User Agreement.

ATTACHMENTS: 1. Mountain Bike Park User Agreement

**MOUNTAIN BIKE
USER AGREEMENT**

CITY OF SEATAC PARK USER AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2011, between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and Stiffwick Productions (Mountain Bike Racing Group), hereinafter referred to as "Park User".

IT IS HEREBY AGREED AS FOLLOWS:

1. **CITY GRANTS PARK USER LICENSE TO USE THE PREMISES:** The City grants the Park User access and use of the Premises by license. Parties acknowledge and agree that this license is revocable by the City at any time so long as the City provides written notice to the Park User as provided within this agreement.

2. **PREMISES/AREA OF PARK TO BE USED:** The portion/area of the park premises which shall be available for use by the Park User is identified as follows: South 136th Street south to South 141st Street between 18th Ave. S. and 23th Ave. S.

3. **TERM OF PARK USE:** The Park User shall be entitled to use the above identified portion of the park for one (1) year term commencing on _____. This Agreement may be terminated upon 30 days notice as described in Section 18 of this Agreement. This Agreement may be extended for additional one (1) year terms by a written request from the Park User if approved in writing by the Parks Director and/or designee.

4. **PURPOSE OF PARK USE:** The Park User shall be entitled to use the above identified area of the park for the following purposes, and subject to the following conditions, restrictions and/or limitations: to conduct sanctioned Mountain Bike races and clinics.

The Park User shall not use said Premises for any purpose other than the purpose described above or for other than any regular, recognized park use, provided that all such use shall be at all times in conformity with the rules and regulations for park use. The Park User shall not operate any concession stand or business with regular hours and location, nor any other type of business of any kind, type or nature, except that the Park User may sell, subject to City approval, food refreshments or goods that relate to the Park User's events or activities on a temporary basis limited to dates that the Park User conducts events or activities.

5. **EXCLUSIVE OR NON-EXCLUSIVE USE:** The Park User shall be entitled to the exclusive use of the Premises during organized events, and to non-exclusive use during the remainder of the time. Sanctioned event(s) shall mean only the events listed on the written

schedule the Park User shall provide to the City by March 15 of each year preceding the start date to any event(s) upon the Premises.

6. **PAYMENT OF TAXES, FEES AND COSTS:** The Park User shall further be responsible for and be obligated to pay any and all taxes, licenses, fees and costs involved in or connected with the use of the Premises and/or this Agreement including but not limited to sales tax, leasehold tax, personal property tax, business license fees and any other taxes, fees or charges required by state, federal or locate statute, ordinance or regulation.

7. **UTILITIES - SERVICES:** The Park User shall be responsible for and shall pay any and all services and utilities supplied to the above identified premises in connection with the Park User's use thereof.

8. **RESPONSIBILITIES OF PARK USER:** In consideration and connection with the Park User's use of the above identified Premises, the Park User shall also be responsible for the following:

(A.) No alterations, improvements or changes to the Premises shall be made without the prior written consent of the City. Any alterations, improvements or changes to said Premises shall be in accordance with all applicable state and local codes, and the plans and specifications for any such alterations, improvements or changes as approved in advance by the City. Any such identified alterations, maintenance, improvements or changes to the premises, or to any buildings or structures (permanent or temporary), or to any vegetation, grounds, fixtures, appurtenances, facilities, equipment, furniture, furnishings, and appliances of the premises shall be made, constructed, installed, maintained or provided in conformity with designs, plans, requirements and/or specifications of the City as approved by the City.

(B.) Provide the City with a written schedule of events (also referred to as sanctioned events) no later than March 15 of each year preceding the start date to event(s) upon the Premises;

(C.) Maintenance of the premises as a park including mowing, removal of litter, maintenance of structures and facilities on site in a safe, approved manner and management of facility use during events or as special use requests are made by the public.

(D.) All graffiti must be removed/repainted within 24 hours of notification.

(E.) Compliance with any and all limitations, restrictions or regulations applicable to the Park User's use of Premises, including but not limited to FAA regulations.

(F.) Provide proof of non-profit status on an annual basis.

(G.) Keep the park Premises in clean and sanitary condition, and maintain the park grounds and facilities in a neat and orderly condition;

(H.) Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and in proper garbage receptacles, with no garbage, trash or debris being allowed to accumulate on the park premises. Proper garbage receptacles shall be provided by the Park User for all events and uses of the park premises;

(I.) Properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances;

(J.) Not intentionally or negligently destroy, deface, damage impair or remove any part of the premises, and any of its vegetation, appurtenances, fixtures, facilities, equipment, furniture, furnishings, and appliances, nor to permit any family member, invitee, licensee or other person acting under the Park User's control, to do so;

(K.) Not permit a nuisance or common waste;

(L.) Park vehicles only in designated parking areas.

(M.) In the case of any intentional or negligent destruction, damage or other harm to the park premises caused by the Park User or by any family member, invitee, licensee or other person acting under the Park User's control, the Park User shall, within the time directed by the City, repair, replace or correct such destruction, damage or harm, or shall pay to the City the cost therefor. The Park User shall also be responsible for advising the appropriate City official or representative of any such destruction, damage or harm, with such advise being given as soon as practical after such destruction, damage or harm occurs or is known.

(N.) Not cause or allow any park Premises or property to be encumbered or subject of any liens, whether financial or legal or otherwise.

(O.) Any signs, of any nature whatsoever, located on park property used by the Park User or connected to the Park User's use of the Premises shall be approved in advance by the City.

9. **ASSIGNMENT:** The Park User shall not be entitled to assign or transfer any rights or privileges to the use of the Premises, as provided by this Agreement, to any other person, group or organization without prior written consent to the City.

10. **ACCESS:** The City shall have, at all times, unlimited access to the Premises. Additionally, the City shall have the right to observe the Park User's use of the premises, and make inspections of the Premises to enforce any and all City Ordinances, and park rules and regulations, and to take any and all action consistent with its operation of the park, provided that the City shall

conduct such inspections in a manner so as to reasonably avoid or minimize disruption to or interference with the Park User's use of the Premises.

11. **SURRENDER OF PREMISES:** In the event of default in any requirement hereof, and in any event at the expiration of the term of this Agreement, the Park User will quit, surrender and relinquish to the City any and all use, occupancy and possession of the Premises including any and all buildings, structures and permanent fixtures or other improvements.

12. **COSTS AND ATTORNEY'S FEES:** If, by reason of any default or breach on the part of either party hereto in the performance of any of the provisions of this Agreement, a legal action is instituted, the prevailing party shall be entitled to all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this agreement shall be in the Superior Court of King County, State of Washington.

13. **NON-DISCRIMINATION:** In all activities of the Park User on the premises hereof, the Park User shall not discriminate against any person by reason of age, gender, race, color, creed, national origin, marital status, or presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a material violation of this agreement, and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the agreement, and may result in ineligibility for further agreements. Additionally, it is the policy of the City of SeaTac that no person shall be discriminated against on the basis of gender in the operation, conduct or administration of community athletic programs or sports facilities, in compliance with the State of Washington's "Fair Play in Community Sports Act" (Chapter 467, 2009 Laws, effective July 26, 2009). Third parties who contract with or receive leases or permits from the City of SeaTac, for a community athletic programs or use of sports facilities are also prohibited from discriminating on the basis of gender. If you have questions or comments about this policy or the City's compliance with this policy, please contact the Parks and Recreation Director, Kit Ledbetter, at the City of SeaTac, 4800 South 188th Street, SeaTac, WA, or 206.973.4670.

14. **INDEMNIFICATION:** The Park User shall indemnify and hold the City and its agents, employees, and/or officers, harmless from, and shall defend at its own expense any and all claims, demands, suits of law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind of nature, brought against the City arising out of, in connection with, or incident to performance or execution of this Agreement and/or the Park User's (or any invitee, licensee or permittee of the Park User) use of the above Premises or any other use of the park facilities in connection with the above described purpose. It is provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or

officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Park User.

15. **INSURANCE:** The Park User shall obtain and keep in force during the term of the Agreement insurance coverage as follows:

Comprehensive General Liability with limits of not less than \$2,000,000 (two million dollars) combined single limit coverage.

The City and the Port of Seattle shall be named as an additional insured, and the policy or policies shall provide that the City shall be notified at least thirty (30) days in advance before the policy may be terminated, canceled or changed in any way. The Park User shall provide a certificate of insurance to the City as a condition precedent to this Agreement. A separate Certificate of Insurance shall be provided to the Port of Seattle. The responsibility of Park User to provide a certificate of insurance to the City and the Port of Seattle shall continue throughout the term of this Agreement and any extensions, so that the City and the Port of Seattle shall always have a current certificate of insurance through the term of this Agreement and any extensions. The City reserves all claims or rights of action against the Park User as if the City were not named in the subject policy or policies. Additional insurance protection may be required for special groups or activities which involve increased liability risk to the City or Park User.

16. **NOTIFICATION OF PARTIES:** In connection with this Agreement and any requirement that notice be given to either or both of the parties, notice shall be given as follows:

CITY OF SEATAC

Parks Director
4800 S. 188th St.
SeaTac, WA 98188
FX: 206.973.4809

PARK USER

Stiffwick Productions
Michael Wicklund, President
21635 14th South
Des Moines, WA 98198

17. **TIME OF ESSENCE – WAIVE OR BREACH:** Time is of the essence with respect to all responsibilities and obligations of the Park User. Any waiver by the City of any breach or default shall not constitute a waiver or any other breach or default.

18. **EARLY TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, given or mailed to the other party at the address for said party as identified and set forth above, or as otherwise directed in writing.

19. **ENTIRE AGREEMENT:** This document, along with attached Exhibits that are incorporated by reference, constitutes the entire Agreement between the parties and any changes or modifications to this Agreement must be by mutual consent and in writing.

20. **SEVERABILITY:** If any portion or part of this agreement or its application to any persons, property or circumstances is deemed by a court of competent jurisdiction to be invalid, the rest and remainder of the agreement or its application to other persons, property or circumstances shall not be affected.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and year first above set forth.

CITY OF SEATAC

PARK USER

BY: _____

BY: _____

Title: _____

Title: _____

APPROVED AS TO FORM: _____

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Planning and Community Development

Agenda Bill #: 3307

TITLE: An Ordinance amending SMC 15.14.125 – Street Frontage Landscaping, and SMC 15.36.020 and SMC 15.36.710 regarding references to the Port/City ILA and Building/Fire Codes, and deleting SMC 15.14.130 – Street Landscaping.

February 28, 2011

Ordinance Resolution Motion Info. Only Other

Date Council Action Requested: RCM 3/8/2011

Ord/Res Exhibits: _____

Review Dates: PC 2/15/11; LUP 1/25/11, 2/22/11

Prepared By: Jack Dodge, Principal Planner

Director: Jack Dodge for C.B. **City Attorney:** Marymianta Barbo

Finance: Mindy King **BARS #:** N/A

City Manager: Todd Pett **Applicable Fund Name:** N/A

MR
KST

SUMMARY: The proposed code amendment would achieve two (2) purposes; one, remove any requirement for street landscaping in the right-of-way from the Zoning Code and reference SMC Title 11, Road Standards where street landscaping construction standards are found, and two; provide a “house keeping” change to SMC 15.36.020 and 15.36.710 to reference the most recent Port/City Interlocal Agreement (ILA) and building/fire codes regarding High Capacity Transit (HCT) development standards.

DISCUSSION / ANALYSIS / ISSUES: SeaTac Municipal Code (SMC) 15.14.130 currently contains standards requiring a five (5) foot landscape strip with street trees, to be planted within the public right-of-way (ROW) fronting on a new development. The requirement for street trees and a planting strip is also found under Title 11 – “STREETS, SIDEWALKS, and PUBLIC THOROUGHFARES”. Title 11 contains the standards for improvements within any ROW in SeaTac. Standards regarding improvements in the ROW should only be located within Title 11. Similar codes in two areas of the SMC could create some confusion regarding which code should prevail when requiring street trees. The proposed code amendment would remove the street tree requirement from the Zoning Code and reference Title 11 of the SMC, which would alleviate any potential confusion between the codes.

SMC 15.36.020 and 15.36.710 currently contain references to prior versions of the Port/City ILA and building/fire codes as they apply to new high capacity transit projects (HCT). The proposed code amendments will reference the most current versions of ILA and building/fire codes.

Both the LUP Committee and Planning Commission have reviewed the proposed code amendments and recommend approval of the amendments.

RECOMMENDATION(S): It is recommended that the Council adopt the proposed amendments.

FISCAL IMPACT: None.

ALTERNATIVE(S): Send back to the LUP Committee and/or Planning Commission for further discussion.

ATTACHMENTS: None

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Sections 15.14.125, 15.36.020, and 15.36.710 of the SeaTac Municipal Code and deleting Section 15.14.130, regarding on site street frontage landscaping, street landscaping and the Port/City Interlocal Agreement (ILA) and building/fire code standards to use for High Capacity Transit (HCT) projects.

WHEREAS, it is appropriate to amend the City's development regulations regarding Temporary Use Permits; and

WHEREAS, the Growth Management Act requires regular review and update of development regulations which implement the City's Comprehensive Plan; and

WHEREAS, regular review and update of the Zoning Code ensures that development regulations are responsive to the needs of the City; and

WHEREAS, in reviewing the Zoning Code, certain development regulations have been identified as requiring definition, clarity, amendment or addition; and

WHEREAS, the Planning Commission has reviewed the aforesaid changes to development regulations, has held a public hearing for the purpose of soliciting public comment in regard to Zoning Code changes, and has recommended the amendments and additions for adoption by the Council;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON DO ORDAIN as follows:

Section 1. Section 15.14.125 of the SeaTac Municipal Code is hereby amended to read as follows:

15.14.125 On Site Street-Frontage Landscaping

- A. On site street frontage landscaping shall be installed on the subject (private) property and is separate from street landscaping as described in SMC 15.14.130 Title 11 – Streets, Sidewalks, and Public Thoroughfares.

B. On site street frontage landscaping required under SMC 15.14.060 and right-of-way (ROW) street landscaping required under Title 11 may be combined upon review and approval by the City Manager or designee. The combined landscaping may be variable widths, no less than five (5) feet; provided the total required amount of the combined on site street frontage landscaping and ROW street landscaping is located on-site outside of the public ROW. For example, if the combined required on site street frontage landscaping and ROW street landscaping is 20 feet in width along a 100 foot street frontage (15 feet on-site, five (5) feet in the ROW), and the width is reduced to seven (7) feet on-site, then 1,300 sq. ft. of landscaping (13 x 100 feet = 1,300 sq. ft.) must be distributed elsewhere on-site, outside of the ROW, in addition to other on-site landscape requirements. Variable widths may be allowed based on the following criteria.

1. The location of below and above utilities.
2. To provide bike lanes, if sufficient right-of-way is not available to provide both the bike lane and street landscaping.
3. Traffic safety.
4. Topographic conditions.
5. Other special site conditions.

Section 2. Section 15.36.020 of the SeaTac Municipal Code is hereby amended to read as follows:

15.36.020 Authority and Application

- A. The provisions of this chapter shall apply to:
1. Any form of HCT, such as light or heavy rail, train, express bus, Personal Rapid Transit, People Mover, or other similar technology, that moves a large number of people to set destinations, but excluding transit systems designed to exclusively serve between airport terminals and/or associated airport facilities;
 2. All property owned, purchased or leased by public agencies for the purpose of constructing and/or operating HCT systems and associated facilities; and

3. All HCT facility construction requiring a City building permit, but excluding bus stops, and/or minor expansions (less than twenty percent (20%)) of existing HCT facilities.
- B. The design of light rail transit stations, guideways, and support facilities for light rail transit located on property owned by the Port of Seattle shall be subject to design requirements jointly developed by the Port, the City, and Sound Transit. Development and application of the design requirements shall be consistent with any the Interlocal Agreement (ILA) ~~dated September 4, 1997,~~ between the City and the Port of Seattle.
 - C. In order to provide flexibility and creativity of project design, minor variations from these standards may be permitted, subject to the approval of the Director of Planning and Community Development, if the strict interpretation or application of these standards would be inconsistent with related and/or more restrictive provisions of the Zoning Code, or would be contrary to the overall purpose or intent of City goals and policies enumerated in the Comprehensive Plan.

Section 3. Section 15.36.710 of the SeaTac Municipal Code is hereby amended to read as follows:

15.36.710 Fire Safety Standards

The design of HCT stations and associated facilities, including elevated structures, shall conform to the most current versions of all applicable sections of the Building Code, Fire Code, and National Fire Protection Standards No. 130.

Section 4. Section 15.14.130 of the SeaTac Municipal Code is hereby deleted.

~~15.14.130 Street Landscaping~~

~~Street trees shall be planted along the property frontage within the City right-of-way adjacent to the subject property. In addition, shrubs and/or groundcover shall be planted along the property frontage within City right-of-way adjacent to the subject property. The type and location of plantings shall be determined by the City Manager or designee. Street trees shall be planted on a maximum of thirty (30) feet on-center and to be a minimum two and one-half (2-1/2) inch caliper as measured four (4) feet from its base upon planting. Upon review and approval by the City Manager or designee, street landscaping and street frontage landscaping may be combined and be variable widths, no less than five (5) feet; provided the total required amount of the street landscaping and street frontage landscaping is located on-site.~~

Section 5. The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development within ten (10) days after adoption, and to the King County Assessor.

Section 6. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 7. The Ordinance shall be effective five (5) days after passage and publication.

ADOPTED this _____ day of _____, 2011, and signed in authentication thereof on this _____ day of _____, 2011.


CITY OF SEATAC

Terry Anderson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Effective Date _____]

[On Site Street Frontage Landscaping, Street Landscaping, and HCT Port/City ILA and Building/Fire Standards]

**PAYROLL/CLAIMS VOUCHERS WERE SENT
ELECTRONICALLY TO THE CITY COUNCIL
A HARD COPY OF THE VOUCHERS
CAN BE VIEWED IN THE CITY CLERK'S OFFICE**

City of SeaTac

Regular Council Meeting Minutes

February 8, 2011
6:00 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac City Council Regular Meeting was called to order by Mayor Terry Anderson at 6:30 p.m.

COUNCIL PRESENT: Mayor Terry Anderson, Deputy Mayor (DM) Gene Fisher, Councilmembers (CMs) Rick Forschler, Anthony (Tony) Anderson, Ralph Shape (*participated by phone starting at 6:38 p.m.*), Pam Fernald and Mia Gregerson.

STAFF PRESENT: Interim City Manager (ICM) Todd Cutts, Senior Assistant City Attorney Mark Johnsen, City Clerk Kristina Gregg, Interim Assistant City Manager (IACM) Jeff Robinson, Finance Director Mike McCarty, Systems Administrator Bart Perman, Public Works (PW) Director Tom Gut, Building Official Gary Schenk, Parks & Recreation (P&R) Director Kit Ledbetter, Assistant P&R Director Lawrence Ellis, Municipal Court Administrator Mary Pederson, Planning Director Cindy Baker (*participated by phone*), Principal Planner Jack Dodge, Human Resources (HR) Director Anh Hoang, Fire Chief Jim Schneider, and Police Chief Jim Graddon.

FLAG SALUTE: Highline Times Editor Eric Mathison led the Council, audience and staff in the Pledge of Allegiance.

PUBLIC COMMENTS: There were no public comments.

PRESENTATIONS:

●2010 Southwest King County (SWKC) Chamber Annual Report (5 minutes)

President/CEO Nancy Hinthorne reviewed the 2010 achievements and milestones, including recognized three students from SeaTac schools as students of the month, and gave two of them scholarships; conducted ribbon cuttings for Holiday Inn Express and Holiday Inn Grand Re-openings and for WallyPark's Grand Opening; and secured Alaska Airlines as the sponsor of the children's airline project for the 2010 International Festival. In 2011, the chamber will expand its involvement in the International Festival by organizing the food vendors.

She thanked the City for its continued supporting of the chamber.

Mayor T. Anderson announced that Ms. Hinthorne will be retiring April 15, 2011 after 12 years of service. A farewell celebration will be held April 14 at the Rainier Golf and Country Club.

●Puget Sound Regional Council (PSRC) Policy's Boards at Work

PSRC Executive Director Bob Drewel stated that PSRC is a metropolitan planning organization representing four counties (King, Pierce, Kitsap and Snohomish). PSRC plays a gate keeping role for transportation dollars that come to the region from the federal government. Federal funding provides about 75% of PSRC's budget.

Mr. Drewel explained PSRC accomplishments and goals:

- Economic Development (ED) District, which is an extension of the ED Administration. The ED Board is made up of private sector members.
- Adopted Transportation 2040; an action plan for transportation in the central Puget Sound region.
- Averaged over the last couple of decades about \$160 million a year in their gate keeping function. That leverage is billions of dollars in local projects. Over the last 15 years, SeaTac has supported projects bringing over \$100 million to the local area. Per capita, no City has done better than SeaTac in working towards receiving federal funds.
- Implementing the Growth Management Act Vision 2040.
- Obtained the Communities Putting Prevention to Work (CPPW) grant with SeaTac being named as a recipient.
- Added two ED clusters: (1) military, and (2) tourism. This four-county region employees one of the largest concentration of military personnel in the country.
- One of three regions selected to submit a business plan to the federal government. PSRC would like this region to become the underwriters lab for all clean technology, equipment, thought and intellectual properties that are coming forward.
- Received one of the largest Housing and Urban Development (HUD) grants in the country for sustainable communities investment.
- Continue relationship with SeaTac.

DISCUSSION ITEM:

•Summary of \$5,000 - \$35,000 Purchase Requests for the period ended February 4, 2011

ICM Cutts reviewed the requests:

<u>Item Description</u>	<u>Department</u>	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Estimate</u>
Revise Interlocal Agreement (ILA) with Kent for Fire Apparatus Service	Fire	see note*	see note*	\$16,000
*SeaTac will add 8 vehicles to the existing ILA. This will increase the cost of the ILA, but no additional cost to budget because this will just be a change in the vendor used for this work. 2011 budget total for all Fire vehicle repairs and maintenance costs is \$100,000.				
Prothman Company's Finders Fee for Community & Economic Development (CED) Director	City Manager's Office (CMO)	\$0	\$0	\$7,000
will absorb with savings in other line items				
Neighborhood Litter Control	PW Maintenance	\$20,000	\$20,000	\$19,296
Hotel/Motel (H/M) Tax Funding to NW Symphony Orchestra	CMO	\$5,000	\$5,000	\$5,000
H/M Tax Funding to Museum of Flight (MOF)	CMO	\$25,000	\$25,000	\$25,000

CM Forschler requested the H/M Tax funding for NW Symphony Orchestra be discussed under Unfinished Business.

Council consensus: Referred to the 02/08/11 RCM Consent Agenda with removal of NW Symphony Orchestra to be discussed under Unfinished Business

AGENDA BILL PRESENTATIONS:

Agenda Bill #3297 – An Ordinance creating a new Section 15.20.048 and amending Section 15.20.020 of the SeaTac Municipal Code (SMC) regarding construction worker parking at religious use facilities and school facilities

Summary: The proposed regulations would apply Citywide and would allow off-site construction worker parking to be located at a religious use facility or school facility, subject to specific criteria through a Temporary Use Permit (TUP). The catalyst for the proposed amendments began in April of 2010. At the April 2010 Land Use & Parks (LUP) Committee meeting, the Angle Lake Neighborhood Church indicated that a construction contractor had contacted them about potentially using their site for off-site construction worker parking (The county is rebuilding the Bow Lake Transfer Station and there is no room on-site for construction worker parking). The Angle Lake Neighborhood Church is located in the Urban Low (UL) 7,200 single-family zone, as are most of the religious use facilities (and school facilities) in SeaTac. Since the current code provisions do not allow off-site construction worker parking as a permitted use, the parking would not be allowed at the Church site.

The LUP Committee at the April 10, 2010 and January 25, 2011 meetings expressed a number of concerns regarding the off-site construction worker parking including: potential impacts to school activities if the travel route to a religious use facility passes a school, the timing of the arrival and departure of construction worker vehicles, impacts to the neighborhood, and if traffic mitigation fees should be required. Staff evaluated these concerns and conducted a study mapping the location of religious use facilities and school facilities. The mapping helped determine potential impacts if off-site construction parking were to be allowed at religious use facilities or school facilities Citywide. Based on the mapping, staff is proposing that off-site construction parking be allowed under a TUP, subject to the criteria listed in the Ordinance. The City Engineer also determined that under current codes (SMC Chapter 11.15), traffic impact fees are not required for temporary uses. Historically, the City has not required a “traffic mitigation fee” for a temporary use.

The proposed code amendments were reviewed both by the Planning Commission (PC) and the LUP Committee. Both recommended approval of the proposed regulations with two additional criteria; one by the PC and one by the LUP Committee (criteria J and K in the Ordinance).

Principal Planner Dodge reviewed the agenda bill summary.

Council consensus: Referred to the 02/08/11 RCM Consent Agenda

AGENDA BILL PRESENTATIONS (Continued):

Agenda Bill #3294 – A Motion accepting a Washington State Transportation Improvement Board (TIB) grant for the Military Road South Improvement Project and authorizing the City Manager to execute all agreements related to said grant

Summary: The proposed Military Road South Improvement project extends from South 166th to 176th Streets. This project is listed on the City's 2011-2016 Capital Improvement Program (CIP) and the 2011-2020 Transportation Improvement Program (TIP). The project proposes to widen the roadway to provide two through lanes, a two-way left turn lane, bicycle lanes, street lighting, storm drainage improvements, and curb, gutter and sidewalks. In addition, overhead utilities would be relocated underground. A potential new traffic signal at South 170th Street would be verified.

City staff applied for an Urban Arterial Program (UAP) grant on August 31, 2010. The grant is administered by the TIB. The goal of the grant program is to promote improved mobility and safety. At the TIB's November Board meeting, the Military Road Improvement Project was selected among 37 projects statewide to receive a UAP grant. A Fuel Tax Grant Distribution Agreement with the TIB is required to utilize the grant funds.

The grant amount is \$2,950,560. The preliminary estimate of the total project cost is \$7,400,000. The City's approximate cost after reimbursement of grant funds would be \$4,449,440. City staff would continue to seek additional funding sources, including federal grants.

PW Director Gut reviewed the agenda bill summary.

CM Shape participated by phone at this point in the meeting.

Upon a question posed by CM Fernald, Mr. Gut stated that grant funds would be used to design the project. During that time if a traffic signal is determined to be warranted, then it will be included in the project.

Upon a question posed by CM A. Anderson, Mr. Gut stated that this project will include design beginning in 2011 and a portion of the construction. Construction is anticipated for late 2012 through 2013.

Council consensus: Referred to the 02/08/11 RCM Consent Agenda

Agenda Bill #3296 - A Motion accepting the 2011 Local Hazardous Waste Management Program (LHWMP) Grant for continued funding of the City's Waste Reduction and Recycling (WR/R) Programs and authorizing the City Manager to execute all agreements related to said grant

Summary: The City of SeaTac is eligible to receive \$10,572.16 for one year from the Seattle-King County (KC) Department of Public Health's LHWMP Grant for continued funding of the City's WR/R Programs.

The \$10,572.16 funds from the Seattle-KC Department of Public Health's LHWMP 2011 budget will further the development and/or enhancement of local WR/R projects including residential and commercial WR/R education programs, business assistance programs, and Special Recycling Events. SeaTac has entered into similar agreements since 1997. These funds will provide the revenue that was projected as part of the City of SeaTac's budget process for the proposed programs and staff salaries from January 1, 2011 through December 31, 2011.

Accepting this grant will provide \$10,572.16 for one year to support the City's WR/R Programs. The Special Recycling Events are 100% funded by the Seattle-KC Department of Public Health, Coordinated Prevention Grant, and/or KC Solid Waste Division grants. The City would not incur any additional costs by accepting this grant.

PW Director Gut reviewed the agenda bill summary.

Council consensus: Referred to the 02/08/11 RCM Consent Agenda

Agenda Bill #3302 – A Motion authorizing the City Manager to execute a lease addendum and a five-year extension with the India Plaza in the SeaTac Center

Summary: This Motion would facilitate the execution of a lease addendum and extension with the India Plaza in the SeaTac Center. The India Plaza's current lease expires February, 28, 2011. The lease rate reflects a rate at which the initial lease in 2006 began and has a 3% escalator over the term of the lease addendum. There is one five-year option at market rate included in the addendum that can be exercised by either party. In the event of the redevelopment of the property the City can void the option by providing notice no later than July 31, 2015.

The lease extension will result in lease revenue over a five-year period of approximately \$165,964.

IACM Robinson reviewed the agenda bill summary.

AGENDA BILL PRESENTATIONS (Continued):

Agenda Bill #3302 (Continued): Upon a question posed by CM A. Anderson, Mr. Robinson clarified that the option to extend the writer was included in the original agreement.

DM Fisher questioned who received the security deposit. Mr. Robinson stated that the City received the security deposit as part of the closing of the acquisition.

Council consensus: Referred to the 02/08/11 RCM Consent Agenda

Agenda Bill #3298 – A Motion adopting the Reorganization Implementation Plan as recommended by the Interim City Manager (ICM), and authorizing the ICM to implement the Plan

Summary: Council Resolution #10-008 directed the City Manager to investigate, research and provide options to the Council for consideration regarding combining the Planning, Facilities and PW Departments and the ED Division. The ICM engaged Prothman Company to conduct an organizational study and provide its recommendations. On July 27, 2010, the Prothman Company presented their findings and recommendations to the City Council during a Council Workshop, at which time the Council directed City Administration to develop an implementation strategy to implement Prothman’s recommendations.

The proposed Reorganization Implementation Plan is divided into three parts:

- A. Creation of a CED Department, with all associated changes to departmental organization, positions and salaries as recommended in the Plan.
- B. Redefining the Facilities Department to the Facilities Division; reporting to the P&R Director.
- C. Reorganizing the CMO after the transfer of the ED Division into the newly created CED Department. As a result, the City Clerk’s Office and the Municipal Court would report to the Assistant City Manager (ACM) in lieu of reporting to the City Manager.

If this Motion is carried, the ICM will start the process of implementing the Reorganization Implementation Plan. In addition, the City Council would need to adopt an Ordinance reflecting the changes in the Reorganization Plan.

In September 2010, the Administration and Finance (A&F) Committee approved the recruitment and hiring of the CED Director position at salary range 79 in lieu of the Planning and Community Development Director position at range 77. The ICM proposes filling the new CED Director position upon authorization from the Council to permit the finder’s fee to the Prothman Company as defined in the contract authorized by Council on September 28.

Second, the Planning, Building, Permit Center and ED divisions will be formed within the CED Department. Additionally, personnel transfers will occur, and the Building Services Manager and the ED Manager will begin reporting to the CED Director effective March 1, 2011.

Third, the ICM will transfer the Facilities Department, City Clerk, and Municipal Court as outlined in the Plan.

Finally, the ICM intends to fill the new positions of Permit Center Manager and Planning Manager, and fill the vacant position of Development Review Engineering (DRE) Manager after conducting recruitments for those positions. Once the position of DRE Manager is filled, the DRE division and its personnel will be transferred to the CED Department. It is anticipated that these three Manager positions will be filled no earlier than April 1, 2011.

The fiscal impact for implementation of the Plan is as follows:

Part A – Potential Cost Impact (using maximum annual base salary):

Create CED Director, salary range 79	\$137,482	
Eliminate Planning and Community Development Director, salary range 77	(\$130,858)	
		\$6,624
Create Planning Manager, salary range 68	\$104,782	
Eliminate Principal Planner, salary range 65	(\$97,300)	
		\$7,482
Create Permit Center Manager, salary range 58	\$81,855	
Eliminate Permit Technician 2, salary range 42	(\$56,243)	
		\$25,612
Change DRE Manager salary, range 65 to 64		(\$2,373)
TOTAL:		\$37,345

AGENDA BILL PRESENTATIONS (Continued):

Agenda Bill #3298 (Continued): During the 2011 budget process, \$32,000 was included in the General Fund budget in anticipation of this reorganization's implementation. However, it is not anticipated that the full effect of implementing the plan will occur until at least April, 2011. As such, the minimum of a three-month delay in filling the Permit Center Manager, the Planning Manager and the DRE Manager positions is estimated to save \$46,066 in salaries alone in the 2011 budget. In addition, the ICM has made a contingent offer of employment to the CED Director, which is not at the top step of the 79 pay range. The estimated salary for the new CED Director position, including applicable contract fees is \$131,552 for 2011 in lieu of the \$137,482 indicated above. Therefore, the net effect of implementing the reorganization as proposed is at least \$14,651 less than what has been budgeted for the current organizational structure in the 2011 budget. However, there will be an increased cost in future years as outlined in the above chart.

There is no fiscal impact to implement Parts B and C of the reorganization as positions are simply being transferred from one department to another.

ICM Cutts reviewed the agenda bill summary.

CM A. Anderson clarified that while three new positions are being created in this plan there is a zero net gain of full-time employees.

DM Fisher stated that he thought there would be more consolidation as part of the plan implementation. Per A&F Committee discussion he requested this item be postponed two weeks.

Upon a question posed by CM Shape, Ms. Hoang stated that there will be one less union represented position and one more non-represented employee as part of this reorganization.

Discussion ensued as to how to move forward with this item and allow Council to get their questions answered.

CM A. Anderson suggested a special A&F meeting be held as well as individual discussions.

Mr. Cutts stated that this reorganization will streamline permitting functions and will be good for the development community in the long run.

Council consensus: Referred to the 02/22/11 RCM

Agenda Bill #3300 – An Ordinance eliminating the Department of Planning and Community Development, creating a new Department of Community and Economic Development (CED), and amending the Classification and Compensation Plan in order to implement the Reorganization Plan

Summary: This Ordinance is a companion to Agenda Bill #3298. If the City Council adopts the Reorganization Implementation Plan, this Ordinance is necessary in order to implement the Plan.

First, this Ordinance eliminates the Department of Planning and Community Development and creates a new Department of CED. Second, this Ordinance changes references in City Ordinances, Resolutions, and Code to reflect the name of the new Department. Third, this Ordinance authorizes the City Clerk to direct the Code Reviser to make any changes in the Municipal Code to reflect the name of the new Department.

Finally, this Ordinance amends the City Classification and Compensation Plan to reflect the creation and elimination of several positions as outlined in the Reorganization Plan.

The fiscal impact is the same as outlined in Agenda Bill #3298.

ICM Cutts stated that the A&F Committee discussed this in the context of the presentation regarding the reorganization implementation plan. Given the fact that the A&F Committee wanted to push back adoption of the implementation plan, it also changed the details of this Ordinance.

CM A. Anderson stated that the A&F Committee feels this is important, but it can't be approved as originally written.

A revised Ordinance was presented that removed changes to the Classification and Compensation Plan related to the Principal Planner, Planning Manager, Permit Technician 2, Permit Center Manager, and DRE Manager.

Mayor T. Anderson read the revised Ordinance into the record.

Council consensus: Revised Ordinance referred to the 02/08/11 RCM Consent Agenda

CONSENT AGENDA:

- **Approval of claims vouchers** (check nos. 92701 – 92837) in the amount of \$337,198.71 for the period ended January 31, 2011.
- **Approval of payroll vouchers** (check nos. 49472 – 49509) in the amount of \$378,493.47 for the period ended January 31, 2011.
- **Approval of payroll electronic fund transfers** (check nos. 67106 - 67274) in the amount of \$319,923.24 for the period ended January 31, 2011.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$63,648.56 for the period ended January 31, 2011.
- **Summary of \$5,000 - \$35,000 Purchase Requests** for the period ended February 4, 2011.

Approval of Council Meeting Minutes:

- **Public Safety and Justice Committee Meeting** held January 11, 2011.
- **Transportation and Public Works Committee Meeting** held January 25, 2011.

Agenda Items reviewed under Agenda Bill Presentations recommended for placement on this Consent Agenda:

Agenda Bill #3297; Ordinance #11-1001 creating a new Section 15.20.048 and amending Section 15.20.020 of the SeaTac Municipal Code regarding construction worker parking at religious use facilities and school facilities

Agenda Bill #3294; Motion accepting a Washington State Transportation Improvement Board grant for the Military Road South Improvement Project and authorizing the City Manager to execute all agreements related to said grant

Agenda Bill #3296; Motion accepting the 2011 Local Hazardous Waste Management Program Grant for continued funding of the City's Waste Reduction and Recycling Programs and authorizing the City Manager to execute all agreements related to said grant

Agenda Bill #3302; Motion authorizing the City Manager to execute a lease addendum and a five-year extension with the India Plaza in the SeaTac Center

Agenda Bill #3300; Ordinance #11-1002 eliminating the Department of Planning and Community Development, creating a new Department of Community and Economic Development, and amending the Classification and Compensation Plan

MOVED BY A. ANDERSON, SECONDED BY FISHER TO ACCEPT THE CONSENT AGENDA AS PRESENTED.*

PUBLIC COMMENTS (related to the Consent Agenda): Earl Gipson commented on the following: (1) improvements to Military Road – light at South 170th Street and Military Road would be a good idea because even the bus service was altered because the busses couldn't get across the street; and (2) reorganization – suggested the City have some way to measure the effectiveness of the streamlining.

*MOTION CARRIED UNANIMOUSLY.

PUBLIC COMMENTS (related to the Unfinished Business): There were no public comments.

UNFINISHED BUSINESS:

- **\$5,000 - \$35,000 Purchase Request for the period ended February 4, 2011**

<u>Item Description</u>	<u>Department</u>	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Estimate</u>
H/M Tax Funding to NW Symphony Orchestra	CMO	\$5,000	\$5,000	\$5,000

MOVED BY A. ANDERSON, SECONDED BY GREGERSON TO APPROVE \$5,000 FOR HOTEL/MOTEL TAX FUNDING TO NW SYMPHONY ORCHESTRA.*

CM Forschler stated the H/M Committee had chosen not to fund this request. He stated that during the budget cycle, CM Forschler voted against increasing the budget to cover this request and it would be inconsistent for him to vote for it now.

CM Gregerson stated that the H/M Committee is an advisory committee. She suggested that the H/M Tax Advisory Committee present their recommendation to the Council next year so the Council can have more information before voting.

UNFINISHED BUSINESS (Continued):

\$5,000 - \$35,000 Purchase Request for the period ended February 4, 2011 (Continued): CM Fernald stated that she also voted no because the committee didn't approve it. Trying to uphold what they advised. She stated that she spoke to a committee member that said the committee had polled hotels/motels in the area and asked how many times they received requests for tickets to the symphony and the answer was none.

ICM Cutts clarified that it's about filling beds and the committee felt there wasn't a strong enough nexus to fund this.

DM Fisher stated that he voted for this originally because it's an inexpensive way to help the citizens see a symphony.

CM Shape stated his agreement with DM Fisher. He stated it is important for this Council to show support.

Mayor T. Anderson stated her support for the symphony.

PUBLIC COMMENTS (related to the Unfinished Business): Cathy Boysen Heiberg stated that this is a controversial item each year for the H/M Tax Advisory Committee. The committee supports the idea, but this year felt it shouldn't come out of H/M funds. It is not bringing heads to beds.

CM A. Anderson stated he likes the idea of supporting local people.

*MOTION CARRIED WITH FORSCHLER VOTING NO.

NEW BUSINESS: There was no New Business.

CITY MANAGER'S COMMENTS: ICM Cutts commented on the following: (1) February 10 – 5:30 p.m., Regional Fire Authority (RFA) Exploratory Ad Hoc Committee (AHC) Meeting; (2) February 11 and 12 – 9 a.m., Council Retreat; (3) February 16 – 12 p.m., 2nd Annual Gang Resistance Education and Training (GREAT) Graduation; (4) February 17, Mayor T. Anderson, IACM Robinson and he will be in Olympia to review the City's Legislative Agenda with the state delegation; and (5) February 21 – City Hall closed in observation of Presidents' Day.

COUNCIL COMMENTS: CM Gregerson commented on the following: (1) February 15 - 3 p.m., Safe Routes to School audit walk at Madrona Elementary School; (2) PC had a detailed report by the Part 150. She requested Council receive the same report. Mr. Cutts stated that staff is already working to bring this presentation to a future Council meeting; (3) LHWMP has set a 2012 rate increase proposal; and (4) Seattle-Tacoma Westside Freight Corridor information – requested a letter of support from the Port of Tacoma to include in the City's SR 509 Portfolio.

CM Fernald stated that effective February 28, the Riverton Heights Station Post Office will close at 6 p.m. from now on instead of midnight. She urged everyone to provide comments by calling the Postmaster General at 303.313.5100.

CM Forschler commented on the following: (1) offsite construction worker parking was discussed for approximately one year. This is a good example of an item that would make sense to find a simpler way to handle. The City needs to look for opportunities to eliminate tasks taking up Council and staff time; (2) requested archiving past Council packets on the City's website; and (3) importance of measurability – need to look for ways to measure tasks throughout the City as a whole.

CM A. Anderson commented on the following: (1) agreed with CM Forschler regarding using Council and staff time better (exampled the offsite construction worker parking); (2) received a complaint about parking in the residential areas around South 176th Street Station Area. He questioned if it was time for another audit; (3) February 16 – GREAT Program Graduation. He urged everyone to attend; (4) Public Safety & Justice (PS&J) Committee meeting today was presented with prostitution statistics. In his position on the Public Safety and Criminal Justice Committee of the National League of Cities (NLC) he proposed a resolution for NLC to take a position in their municipal policy on prostitution, human trafficking, and underage sex abuse. In that he will also be asking for ongoing federal funding for task forces such as Innocence Lost; (5) PS&J also received a presentation on sex offender notification and registration. The City is doing everything it can lawfully do and probably more; and (6) RFA – As law is now, both SeaTac and Kent would have to have a referendum pass to have SeaTac join the Kent RFA. A new bill being presented would only require SeaTac to vote.

COUNCIL COMMENTS (Continued): Mayor T. Anderson shared a story about a family member that was hurt while snowboarding. She encouraged everyone to wear helmets for safety.

DM Fisher spoke to past resident Joe Dixon who is unhealthy. He thanked Mr. Dixon for his service to the City over the years.

ADJOURNED:

MOVED BY FISHER, SECONDED BY FORSCHLER TO ADJOURN THE REGULAR MEETING OF THE SEATAC CITY COUNCIL AT 8:16 P.M.

MOTION CARRIED UNANIMOUSLY.

Terry Anderson, Mayor

Kristina Gregg, City Clerk



Special Transportation and Public Works Committee Meeting

February 22, 2011

2:00 PM/Airport Conference Room - 345

Present:

Ralph Shape, Chair
Mia Gregerson
Rick Forschler

Present:

X
X
X

Absent:

Commence:

2:01 PM

Adjourn:

2:40 PM

Other Councilmembers present: Pam Fernald
Staff Coordinator: Susan Sanderson, City Engineer

Item #4 was jointly reviewed with Land Use and Parks Committee

AB #	Topic	Disposition
3305	1. Motion relieving the apparent low bid contractor, authorizing the City Manager to execute a construction contract with the lowest responsible bidder and authorizing expenditures for the South 154 th Street Improvements Project	<input checked="" type="checkbox"/> Informational Update <input checked="" type="checkbox"/> Recommended for: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Referred to 2/22 RCM
	<i>Comments: The apparent low bidder for the S 154th St Improvement Project submitted an affidavit claiming errors in their bid and requesting relief from the responsibilities of award. Staff concurred with the affidavit and recommends relieving the apparent low bidder and executing a construction contract for the project with the second low bidder, R.W. Scott Construction Company. The R.W. Scott total contract amount is \$4,216,707.50.</i>	
AB #	Topic	Disposition
	2. Presentation of Annual Stormwater Management Program Update	<input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Referred to Staff to submit the report to DOE
	<i>Comments: The NPDES Annual Report and the Stormwater Management Program (SWMP) Update to be submitted to Ecology covering the 2010 fiscal year were presented. The presentation outlined the City's ongoing NPDES permit compliance efforts in 2010 and identified future tasks for 2011. The Annual Report also included two Appendices. Appendix A, a stormwater monitoring plan was summarized in this presentation. Appendix B was discussed in the next agenda item. The Annual Report and SWMP documents will be made available on the City's website.</i>	

AB #	Topic	Disposition
	3. Presentation of Low Impact Development Report	<input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Postponed to 3/22 T&PW
<p>Comments: <i>Staff gave brief summation of the key points and issues of the Low Impact Development Report (Appendix B of the NPDES Annual Report). The presentation described low impact development (LID) methods currently being used locally. It also indicated that the report was an opportunity to provide input on how LID requirements will likely be folded into the next NPDES permit reissuance in 2012. The report recommended that LID should be incentivized rather than required due to several issues ranging from financial to environmental impacts. This report and the previous Stormwater Management Program update documents will be made available on City website.</i></p>		
AB #	Topic	Disposition
	4. Discussion of potential Non-Motorized Improvements in the South 200 th Street Station Area	<input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Referred to Staff to continue negotiations with Sound Transit
<p>Comments: <i>(This item was jointly reviewed with Land Use and Parks Committee). This presentation continued the discussion that began at the Council Retreat on proposed non-motorized improvements. These improvements are being proposed as mitigation that would improve pedestrian and bicyclist access to the S 200th St Light Rail Station. Staff presented several options for pedestrian and bike lane improvements within the proposed S 200th St Station area. The options included sidewalk and/or bike lane improvements on South 200th Street, S 204th Street, S 208th Street, 30th Ave S, 32nd Ave S, and the proposed 28/24th Ave S extension.</i></p>		



City Council Committee Meeting Land Use and Parks Committee (LUP)

February 22, 2011
2:30 PM/Airport Conference Room – 345

Council Members

Mia Gregerson, Chair
Ralph Shape
Pam Fernald

Present:

X
X
X

Absent:

Commence: 2:30 p.m. Adjourn: 4:00 p.m.

Others Present:

Rick Forschler	Jim Graddon	Mike Scarey	Florendo Cabudol
Todd Cutts	Kit Ledbetter	Mark Johnsen	*See the sign-in sheet for members of the public in attendance
Cindy Baker	Jack Dodge	Susan Sanderson	

Staff Coordinator: Cindy Baker, Community & Economic Development Director

AB #	Topic	Disposition
	1. Discussion of Potential Non-Motorized Improvements in the S. 200th St. Station Area.	<input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input type="checkbox"/> Referred to
	Comments: A map was distributed highlighting the proposed improvement projects, including potential mitigation of Sound Transit's proposal for motorized and non-motorized capital projects in the S. 200 th St. station area.	
	2. An Agreement for Exclusive Use During Sanctioned Events, Races and Clinics with BMX, Disc Golf and Cycle Cross at North SeaTac Park.	<input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Referred to March LUP meeting
	Comments: The Parks Director summarized the purpose of the exclusive use agreements with BMX, Disc Golf, and Cycle Cross. He indicated that the agreements helped to leverage staff time in that the different groups subject to the agreements provided labor for parks maintenance. The LUP Committee had concerns the groups may impact other park users, and recommended this issue be discussed further at the March LUP meeting.	

	<p>3. 2011 Comprehensive Plan Amendment Process.</p>	<p><input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input type="checkbox"/> Referred to</p>
<p>Comments: Staff summarized the 2011 Comprehensive Plan and Development Regulation Amendment Process. An open house is scheduled for March 1, prior to the Planning Commission meeting; the proposed amendment submittal deadline for 2011 is March 25.</p>		
	<p>4. Proposed Code Amendments to the High Capacity Transit Regulations (SMC 15.36) Referencing the Most Current ILA and Building and Fire Codes.</p>	<p><input checked="" type="checkbox"/> Informational Update <input checked="" type="checkbox"/> Recommended for: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input type="checkbox"/> Referred to</p>
<p>Comments: The proposed amendments are “housekeeping” items that amend existing, current versions of the Building and Fire Codes, and the Port Interlocal Agreement (ILA) when reviewing new HCT projects. The LUP Committee recommended moving forward with the proposed amendments.</p>		
	<p>5. “Leasing” Signs in the Commercial/Industrial Zones.</p>	<p><input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Referred to staff for preparation of draft regulations for the March LUP meeting</p>
<p>Comments: Staff is suggesting amending the Code to allow larger signs on larger buildings that are for lease, for rent, or for sale. The LUP Committee directed staff to draft proposed regulations for their review at the next LUP meeting.</p>		

	<p>6. South Link Extension Update – Continuation from Council Retreat.</p>	<p><input checked="" type="checkbox"/> Informational Update <input type="checkbox"/> Recommended for: <input type="checkbox"/> Approval <input type="checkbox"/> Approval with modifications <input type="checkbox"/> Denial <input checked="" type="checkbox"/> Referred to – see details outlined in text below</p>
	<p>Comments: Staff requested policy direction regarding the following items related to the South Link Expansion: 1. Public Restrooms; 2. Police Storefront; 3. Architectural Theme; and 4. Public Outreach. The LUP Committee recommended the following: 1. Public Restrooms –Sound Transit to construct high quality restrooms subject to CPTED standards and wired for installation of security cameras; 2. Police Storefront – Ask Sound Transit Police if a police storefront is necessary; 3. Architectural Theme – Ask schools for theme ideas, attend the South 200th Station Open House for ideas; 4. Public Outreach – Ask the City of Tukwila how they worked with Sound Transit and affected property owners.</p>	

City of SeaTac

Special Council Meeting Minutes

February 22, 2011

5:00 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac Special Council Meeting was called to order by Mayor T. Anderson at 5:04 p.m.

COUNCIL PRESENT: Mayor Terry Anderson, Deputy Mayor (DM) Gene Fisher, Councilmembers (CMs) Rick Forschler, Anthony (Tony) Anderson, Ralph Shape, Pam Fernald, and Mia Gregerson.

ADMINISTRATIVE STAFF: Interim City Manager (ICM) Todd Cutts, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, and Human Resources (HR) Director Anh Hoang.

RECESSED: Mayor T. Anderson recessed the Special Council Meeting to an Executive Session to Review the Performance of a Public Employee at 5:04 p.m. for 60 minutes.

EXECUTIVE SESSION: *Review the Performance of a Public Employee (RCW 42.30.110[1][g]) (60 minutes)*

RECONVENED: Mayor T. Anderson reconvened the meeting at 6:02 p.m.

ADJOURNED:

MOVED BY A. ANDERSON, SECONDED BY GREGERSON TO ADJOURN THE SPECIAL MEETING OF THE SEATAC CITY COUNCIL AT 6:03 P.M.

MOTION CARRIED UNANIMOUSLY.

Terry Anderson, Mayor

Kristina Gregg, City Clerk