



# Parks & Recreation Committee Agenda

June 8, 2023, 4:00 PM

SeaTac City Hall – City Council Chambers

\*Hybrid Meeting\*

Councilmembers:  
Iris Guzmán, Chair  
Mohamed Egal  
Senayet Negusse

A quorum of the Council may be present.

Staff Coordinator: Mary Tuttle, Parks & Recreation Director

*This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live-streamed on the City's website <https://seatacwa.gov/seatvlive> and click the "live" channel 1 grey box.*

ITEM	TOPIC	PROCESS	WHO	TIME
1	Call to Order		Chair	4:00
2	Roll Call of Committee Members	Take Attendance	Chair	2 min. 4:00-4:02
3	Minutes of May 11, 2023	Approval of minutes.	Committee	3 min. 4:02-4:05
4	<b>PUBLIC COMMENTS:</b> The committee will hear in-person public comments and is also providing remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Providing written comments and registering for oral comments must be done by 2:00 PM the day of the meeting. Registration is required for remote comments and encouraged for in-person comments. Any requests to speak or provide written public comments which are not submitted following the instructions provided or by the deadline will not be included as part of the record.  <ul style="list-style-type: none"><li>• Instructions for providing remote oral public comments are located at the following link: <a href="#">Council Committee and Citizen Advisory Committee Virtual Meetings</a>.</li><li>• Submit email/text public comments to <a href="mailto:PRpubliccomment@seatacwa.gov">PRpubliccomment@seatacwa.gov</a>. The comment will be mentioned by name and subject and then placed in the committee handout packet posted to the website.</li></ul>		Chair	10 min. 4:05-4:15
5	Islamic Center of Seattle/Riverton Heights Park Update	Informational Only	Will Appleton, Public Works Director	20 min 4:15-4:35
6	Summer Recreation Events	Informational Only	Recreation Staff	20 min 4:35-4:55

7	Directors Update	Information Only	Mary Tuttle, Parks & Recreation Director	10 min 4:55-5:05
8	Adjourn			5:05



# Parks and Recreation Committee Minutes

Thursday, May 11, 2023

4:00 PM

\*Hybrid Meeting\*  
City Council Chambers

Members: Present: Absent: Commence: 4:00 PM  
Adjourn: 5:20 PM

Iris Guzmán, Chair x  
Mohamed Egal x  
Senayet Negusse x

Other City Council Members Present: Peter Kwon

Staff Present: Brian Tomisser, Acting Parks & Recreation Director; Gwen Rathe, Administrative Assistant III; Michael Fitzpatrick, Parks Projects & Operations Manager; Gwen Voelpel, Deputy City Manager; Evan Maxim, CED Director

Others Present: Katie Drewel, Sound Transit; Ashley Long, Sound Transit; Barbara Luecke, STart; Matt Kuharic, King County

1. Call to Order	Meeting was called to order at 4:00 PM by Councilmember Iris Guzmán.
2. Approval of Minutes	Minutes from the March 2, 2023, meeting were approved as written.
3. Public Comment	None
4. Angle Lake Station Retail Space	Katie Drewel, Government Community Relations with Sound Transit, introduced a new concept for the Angle Lake Station retail space called "Roadhouse." The vacant space is on the first floor of the station.  Ashley Long, Sound Transit, presented the program goals that include visibility for artists and musicians, share music and stories from various cultures, create connections with transit riders, and create lively, welcoming experiences in transit facilities. Roadhouse goals

	<p>include scheduling a series of events, connect with community organizations, collaborate with Sound Transit to highlight and educate on transit projects in development, free and accessible, and build partnerships with community and collaborators for future phases.</p> <p>No Committee action is being requested as this presentation is for informational purposes only.</p>
5. Council Request Form related to SeaTac Trees – K4C Introduction	<p>Michael Fitzpatrick shared a memo with responses to CRF – Defending SeaTac Trees. Item #1 on the memo explores the idea of membership into the King County Cities Climate Collaboration. Michael introduced Matt Kuharic, K4C Staff Co-Chair, King County to introduce the City to King County – Cities Climate Collaboration.</p> <p>Matt Kuharic gave a presentation to share background, mission, benefits, and priorities of K4C. K4C partners together represent 85% of King County’s population. He also included information about how the City can join the collaboration.</p> <p>No Committee action is being requested as this presentation is for informational purposes only.</p>
6. Riverton Heights Spray Park Update	<p>Michael Fitzpatrick, Parks Projects &amp; Operations Manager presented an update on the spray park at Riverton Heights Park including schematic design, cost estimates, and schedule.</p> <p>No Committee action is being requested as this presentation is for informational purposes only.</p>
7. Directors Update	<p>Brian Tomisser gave an informational update:</p> <ul style="list-style-type: none"><li>• Make Music Day, Saturday, May 20, 10:00 AM-1:00 PM at Angle Lake Park</li><li>• Lifejackets will be available and life rings will be installed prior to this weekend.</li><li>• SeaTac Community Center will serve as a cooling center this Sunday, May 14 and Monday, May 15.</li></ul>
8. Adjourn	<p>The meeting was adjourned at 5:20 PM.</p>



# MEMORANDUM

To: Parks and Recreation Committee  
From: William Appleton, Public Works Director  
Date: 6/8/23  
Subject: Update on coordination with the Islamic Center of Seattle

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## **Purpose:**

To discuss with Committee the terms that have been reached regarding an agreement with the Islamic Center of Seattle (ICS) related to the planned redevelopment of their properties, which are adjacent to the Riverton Heights Park. If the terms are found to be acceptable, staff will request that the item be referred to a future Council meeting for consideration and action; a final agreement will be crafted for Council approval based on the draft agreement in principle.

## **Background:**

ICS plans to replace its current mosque and offices at 3040 S. 150<sup>th</sup> Street with a new mosque and community gathering spaces encompassing both 3040 S. 150<sup>th</sup> Street and 3050 South 150<sup>th</sup> Street. Presently, ICS's parcels are not connected, making it difficult to realize their intended vision with respect to providing adequate facilities to ensure project success. A lot line adjustment between the ICS properties and the Riverton Heights Neighborhood Park has been identified as a possible solution that would benefit both the Community of SeaTac and the ICS.

On 10/11/2022, a Motion authorizing the City Manager to engage in negotiations related to an adjustment to the lot line(s) between the Riverton Heights Neighborhood Park and the adjoining properties owned by the ICS was approved by Council.

Since this Motion, staff have been meeting with ICS for the purpose of refining a lot line adjustment approach that will meet both the needs of the City and ICS. On May 17, staff and ICS reached agreement in principle on an approach that is felt to meet both the needs of the community and ICS; key elements of the agreement are described below, with a more detailed description provided in the attached draft agreement.

## Key Elements:

- A boundary line adjustment between the Riverton Heights Park and ICS, as shown in Exhibit A of the draft agreement, will be executed. While the exact amount of square footage required is yet to be determined, the exchange of property will be equal in size, in the locations shown, and approximately the area of what is depicted in the Exhibit.

- The City shall be granted, in perpetuity, usage of the ICS parking lot annually for up to four (4) City Events and every Saturday from July 1 – August 31. Parking utilization on Saturday would be within a dawn to dusk timeframe that aligns with normal Riverton Park operational hours. Parking agreement elements are described in Exhibit B

The agreement sets out the conditions that need to be met and sequencing to complete the boundary line adjustment which will allow for the development of the proposed project.

**Options/Recommendation:**

A recommendation to complete the final agreement based on the draft agreement in principle and once complete to bring this item forward to full Council for consideration, with a recommendation to approve.

**AGREEMENT BETWEEN  
CITY OF SEATAC/ISLAMIC CENTER OF SEATTLE**

This Agreement is entered into by and between the City of SeaTac (“City”) and the Islamic Center of Seattle (“ICS”), each a “Party” or collectively the “Parties.”

**RECITALS**

- A. City is a local agency authorized to review and permit private construction within its corporate boundaries in the City of SeaTac;
- B. ICS is a religious organization currently operating a Mosque located at 3040 & 3050 South 150<sup>th</sup> Street, within the corporate boundaries of the City of SeaTac;
- C. ICS desires to redevelop its ~~properties~~ two noncontiguous parcels to provide a new Mosque facility and associated parking infrastructure to better serve the SeaTac-based and surrounding Community (“PROJECT”). ICS acknowledges that PROJECT viability is dependent upon achieving ingress and egress between the two ~~properties~~ noncontiguous parcels proposed for redevelopment;
- D. Riverton Heights Park (“PARK”), a City-owned facility, abuts the PROJECT parcels and an uninvolved parcel that separates ICS’s two noncontiguous parcels. A property exchange between ICS and the PARK is a feasible approach to achieve PROJECT viability; and
- E. The City acknowledges that the PROJECT will benefit the SeaTac Community by providing a new facility necessary to meet the needs of a growing Muslim Community, resolving the surrounding neighborhood overparking issues, and providing much needed overflow parking for City events and activities at Riverton Heights Park and the surrounding areas.

**TERMS AND CONDITIONS**

In consideration of the mutual promises set forth herein and for other good and valuable consideration, which the Parties hereby acknowledge, the Parties agree to the following terms and conditions:

The Recitals set forth above are incorporated into these terms and conditions.

- A. ICS agrees it shall:
  - 1. Follow the permit process pursuant to all applicable SeaTac Municipal Codes for the proposed PROJECT and is responsible for all associated costs. The PROJECT shall be subject to the permitting process in place at the time of application.

2. Complete the following tasks as well as be responsible for all associated costs/fees:
  - i. Complete the required Land Use processes and obtain a conditioned Land Use approval for the PROJECT. Approval shall be conditioned on completion of the Lot Line Adjustment process described below.
  - ii. Complete a Lot Line Adjustment (LLA) process as described in Exhibit A and provide signature ready drawings and sealed legal descriptions.
  - iii. Execute the parking agreement provided as Exhibit B, between the City and ICS.
  - iv. Conduct a minimum of two (2) Neighborhood meetings regarding the PROJECT for the purpose of answering questions and addressing points of concern. The Neighborhood Meetings shall meet the minimum requirements outlined in Exhibit C.
  - v. Upon request from staff and in support of the Council approval process for the subject LLA, ICS shall provide a presentation on the PROJECT to Council at a regularly scheduled council meeting.

B. The City agrees it shall:

1. Upon completion of the tasks agreed to by ICS in Section A(2) above, the City shall initiate the Committee and Council processes necessary to obtain authorization to execute both the lot line adjustment described in Exhibit A, and the Parking Agreement described in Exhibit B. Upon Council approval, the execution of the Lot Line Adjustment and Parking Agreement shall occur simultaneously.

C. Term. This Agreement shall be from the effective date, signed below, through June 1, 2030.

D. Termination. The Parties may mutually agree in writing to terminate this Agreement at any point within its term. Either Party shall provide 30 days' written notice of their request to terminate this Agreement. If ICS sells, assigns, conveys, transfers, or otherwise divests itself of ownership of its PROJECT parcels, this Agreement shall immediately terminate upon divestiture.

E. Indemnification. ICS shall indemnify and hold harmless the City and its elected and appointed officers, officials, employees, volunteers and agents, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of, or arising out of the negligent acts or omissions of ICS, its officers, employees, agents, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its elected and appointed officers, officials, employees, volunteers, agents and/or any of them, or jointly against the



City and ICS and their respective officers, employees, agents, or any of them, the ICS shall satisfy the same to the extent that such judgment was due to the ICS's negligent acts or omissions.

- F. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any terms of this Agreement, the parties specifically understand and agree that venue shall be King County Superior Court, Maleng Regional Justice Center, Kent, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.
- G. Entire Agreement. This Agreement contains the entire terms and conditions between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto.
- H. Designated Representatives and Notice.

(a) City's Designated Representative for this Agreement is [REDACTED].

(b) ICS's Designated Representative for this Agreement is [REDACTED].

(c) Changes to Designated Representative shall be made by notice pursuant to \_\_\_\_\_

(d) Notice. Unless otherwise provided herein, all notices, communications and deliveries required or permitted under this Agreement shall be in writing and shall be (a) delivered personally, (b) sent by overnight commercial air courier (such as Federal Express), (c) mailed, postage prepaid, certified or registered mail, return receipt requested, or (d) by electronic mail with certificate of service; to the parties at the addresses hereinafter set forth:

**City**

[REDACTED]

**ICS**

[REDACTED]

- I. Authority. Each Party represents and warrants that it has the requisite authority to execute this Agreement.
- J. Amendments. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective, authorized representatives as of the Party's date signed last below.

City of SeaTac

By \_\_\_\_\_  
CARL C. COLE, City Manager  
Dated: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Mary Mirante Bartolo, City Attorney  
Dated: \_\_\_\_\_

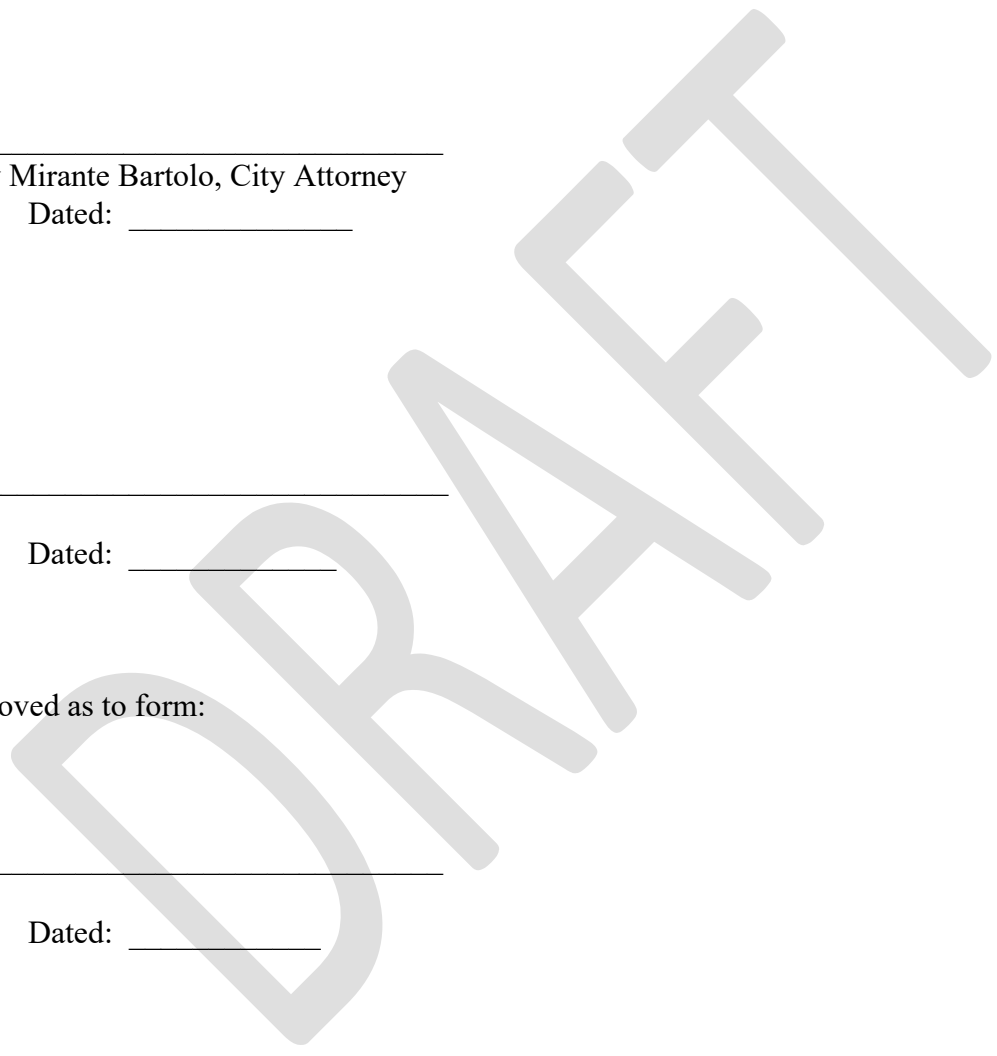
ICS

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

Approved as to form:

\_\_\_\_\_  
Dated: \_\_\_\_\_

For ICS





## **Exhibit B**

### Parking Agreement – Key Elements

- Use of entire lot for up to 4 City events
- City events need to be planned and dates approved in Q1 of each year.
- Use of entire lot on Saturdays beginning July 1 through Aug 31<sup>st</sup> each year
- Parks Department responsible for opening/closing gates, operations, and cleanup.
- City takes on liability when in use by general public.
- General public using ICS parking lot will have access over ICS property to get to the Park.

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## **Exhibit C**

### Neighborhood Meeting Requirements

- Conduct a minimum of two (2) meetings.
- Minimum meeting duration one (1) hour.
- Have conceptual site plans available for viewing and commenting.
- Have architect/designer available for presentation and/or Q/A.
- Notice neighborhood meeting via mailers to surrounding community (0.25-mile radius).
- Provide opportunity for community feedback.
- Take meeting notes.

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