



City Ordinances Archive

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ORDINANCE NO. 12-1001

AN ORDINANCE of the City Council of the City of SeaTac, Washington establishing a Community Building Committee as an advisory committee to the City Council.

WHEREAS, the City Council finds that it is appropriate to establish a Community Building Committee as an advisory committee to the City Council;

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

Section 1. Purpose.

The purpose of this Ordinance is to establish a Community Building Committee (hereinafter referred to as “Committee”) as an advisory committee to the City Council. The purpose of the Committee would be to engender a feeling of belonging and shared community, where there is equal opportunity and access to information and resources for all.

Section 2. Creation of Community Building Committee.

There is hereby created an advisory Community Building Committee which shall consist of seven (7) members representing a wide range of ages, neighborhoods, schools, cultures, religions, socio-economics, special needs, and skills that shall be appointed by the Mayor and confirmed by the City Council.

Section 3. Duties and Responsibilities.

It shall be the responsibility of the Committee to make recommendations to City Council to ensure that decisions are made to support community building. Recommendations will be developed through the Committee’s workplan. The workplan will include tasks such as:

1. Researching best practices of other jurisdictions and vetting those ideas within the community.
2. Fostering communication and building trust with all City departments and within the community.
3. Acting as a sounding board for projects and programs under development by the City.
4. Seeking innovative, community-based ideas through sustainable, two-way communication within the community.
5. Participating in existing city, school and community meetings and events to bridge communication gaps and promote active participation and community engagement.

The Committee shall choose its own Chair and Vice-Chair, make its own rules and regulations, and keep a record of its proceedings. A majority of the members shall be a quorum for the transaction of business.

Section 4. Terms and Vacancies.

Upon creation of the Committee, four (4) members shall be appointed for two (2) year terms, and three (3) members shall be appointed for a one year term. Thereafter, members of the Committee shall serve for a term of two (2) years. In the event that there is a vacancy, a qualified successor shall be appointed by the Mayor subject to confirmation by the Council. The appointed successor will then be approved by the City Council to serve the remainder of the unexpired term.

Section 5. Compensation.

Members of the Committee shall serve without compensation from the City for services performed.

Section 6. Council Review.

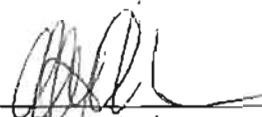
The City Council shall reserve the right to review the conduct, acts and decisions made by the Committee.

Section 7. Effective Date.

This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this 10th day of January, 2012, and signed in authentication thereof on this 10th day of January, 2012.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 01-21-2012]

[Community Building Committee]

ORDINANCE NO. 12-1002

AN INTERIM ORDINANCE of the City Council of the City of SeaTac, Washington re-adopting a Moratorium on the establishment of Medical Cannabis Dispensaries and Collective Gardens; Defining "Medical Cannabis Dispensaries" and "Collective Gardens;" Declaring an Emergency; and Establishing an Effective Date.

WHEREAS, Initiative Measure No. 692, approved November 3, 1998, created an affirmative defense for "qualifying patients" to the charge of possession of cannabis; and

WHEREAS, the initiative and current Chapter 69.51A RCW are clear that nothing in its provisions are to be "construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana for non-medical purposes;" and

WHEREAS, the Washington State Department of Health opines that it is "not legal to buy or sell" medical cannabis and further opines that "the law [Chapter 69.51A RCW] does not allow dispensaries," leaving enforcement to local officials; and

WHEREAS, the City acknowledges the right of qualified health care professionals to recommend the medical use of cannabis, acknowledges the affirmative defense available to qualifying patients from the possession of cannabis as well as the right of patients to designate a "designated provider" who can "provide" rather than sell cannabis to "only one patient at any one time;" and

WHEREAS, the 2011 State Legislature passed E2SSB 5073 ("the Act") and the Governor has signed the bill but has vetoed several sections of the bill; and

WHEREAS, E2SSB 5073 was effective on July 22, 2011; and

WHEREAS, the Act authorizes "collective gardens" which would authorize certain qualifying patients the ability to produce, grow and deliver cannabis for medical use; and

WHEREAS, the acceptance of development applications proposing medical cannabis dispensaries and collective gardens development may allow development that is incompatible with nearby existing land uses and lead to erosion of community character and harmony; and

WHEREAS, despite the Governor's veto of certain Sections of E2SSB 5073, it is appropriate to impose a moratorium on medical cannabis dispensaries, so the City Council can determine whether further regulation is necessary.

WHEREAS, the City Council finds that it is in the public interest that any zoning and development regulations are consistent with both federal and state law; and

WHEREAS, the City Council deems it to be in the public interest to establish a zoning moratorium pending local review of the anticipated changes in the law; and

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

Section 1. Pursuant to the provisions of RCW 36.70A.390, a zoning moratorium is hereby enacted in the City of SeaTac prohibiting the establishment, location, operation, licensing, maintenance, or continuation of any medical cannabis collective garden or any medical marijuana dispensary, whether for profit or not for profit, asserted to be authorized or actually authorized under E2SSB 5073, Chapter 181, Laws of 2011, Chapter 69.51A RCW, or any other laws of the State of Washington. No building permit, occupancy permit, or other development permit or approval shall be issued for any of the purposes or activities listed above, and no business license shall be granted or accepted while this moratorium is in effect. Any land use approvals, business licenses or other permits for any of these operations that are issued as a result of error or by use of vague or deceptive descriptions during the moratorium are null and void, and without legal force or effect.

Section 2. A “Medical Cannabis Dispensary” means any business, agency, organization, cooperative, network, consultation operation, or other group, or person, no matter how described or defined, including its associated premises and equipment, which has for its purpose or which is used to grow, select, measure, package, label, deliver, sell, or otherwise transfer (for consideration or otherwise) cannabis for medical use. A person who is the designated provider for only one qualified patient during any 15 day period and who complies with Chapter 69.51A RCW, shall not be deemed a medical cannabis dispensary for the purposes of this moratorium.

Section 3. A “Medical Cannabis Collective Garden” is an area or garden where qualifying patients engage in the production, processing, transporting, and delivery of cannabis for medical use as set forth in the Act and subject to the limitations therein.

Section 4. Medical cannabis dispensaries and medical cannabis collective gardens as defined in this Ordinance are hereby designated as prohibited uses in the City of SeaTac and a moratorium related to these uses is hereby established. No business license shall be issued to any person or entity for a medical cannabis dispensary medical cannabis collective garden, which are hereby defined to be prohibited uses under the Ordinances of the City of SeaTac.

Section 5. Pursuant to RCW 36.70A.106, this interim Ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

Section 6. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

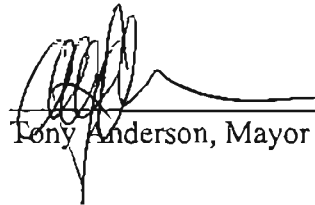
Section 7. This Ordinance shall not be codified.

Section 8. The above "Whereas" clauses of this Ordinance constitute specific findings by the Council in support of passage of this Ordinance. In addition, the City Council also adopts by reference its' findings of fact as set forth in Resolution 11-007 in support of passage of this Ordinance.

Section 9. The City Council declares that an emergency exists requiring passage of this Ordinance for the protection of public health, safety, welfare, and peace based on the Findings set forth in Section 8 above. This Ordinance shall take effect and be in full force February 1, 2012 and shall expire August 1, 2012 unless extended or repealed according to law.

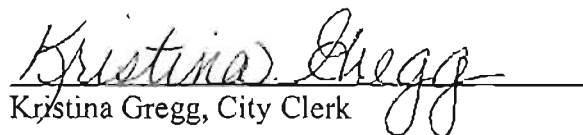
ADOPTED this 24th day of January, 2012, and signed in authentication thereof on this 24th day of January, 2012.

CITY OF SEATAC



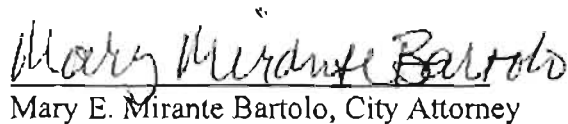
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: February 1, 2012]

[Re-adoption of Moratorium on Collective Gardens and Dispensaries]

ORDINANCE NO. 12-1003

AN ORDINANCE of the City Council of the City of SeaTac, Washington repealing Ordinance 11-1016 and adopting a new policy related to City Council reimbursement.

WHEREAS, RCW 35A.13.040 provides in relevant part that Councilmembers shall receive reimbursement for their actual and necessary expenses incurred in the performance of the duties of their office, or the Council by Ordinance may provide for a per diem allowance; and

WHEREAS, the City Council wants to ensure compliance with applicable State laws regarding the reimbursement of Councilmember expenses;

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

Section 1. The Council Reimbursement Policy, which is attached as Exhibit A, is hereby adopted.

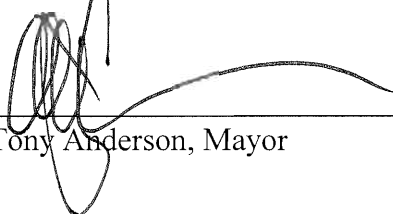
Section 2. This Ordinance shall not be codified.

Section 3. Ordinance 11-1016 is hereby repealed.

Section 4. This Ordinance shall be in full force and effect five days after passage and publication as required by law.


ADOPTED this 27th day of March, 2012, and signed in authentication thereof on this 27th day of March, 2012.

CITY OF SEATAC




Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 4-07-2012]

[Council Reimbursement Policy--revised]

City Council Expense and Reimbursement Policy

Statutory Authority. RCW 35A.13.040 provides in relevant part, "Councilmembers shall receive reimbursement for their actual and necessary expenses incurred in the performance of the duties of their office, or the council by ordinance may provide for a per diem allowance."

Policy Intent. The purpose of this Policy is to address the City's reimbursement of Councilmember expenses.

Cellular Phones. Cellular phones are an important and necessary tool in the performance of Councilmember duties. Payment for Councilmember cellular phone use will only be allowed in accordance with this Policy.

It is preferred that a City-provided cellular phone be used for City business. The reason for this is because a City-issued cell phone allows for standardization of equipment, the enforcement of security policies, the consistent review of billing statements, and more efficiency for Public Records Act and State Archivist requirements. However, a personal cellular phone may be used in lieu of a City provided cellular phone at the discretion of the Councilmember.

A Councilmember may elect one of the following options as set forth below:

Option A--City provided cellular phone service. The Councilmember will be provided a City issued cellular phone and cellular phone service on the City's cellular phone plan, which includes data plan access (Smartphone) if requested by the Councilmember. Cellular phones provided will be the same phones provided to other City employees. The Councilmember will also be provided one cellular phone case and one hands-free (Bluetooth) device. All equipment issued by the City will remain property of the City and the Councilmember will be responsible for protecting the equipment from loss, damage, or theft.

Councilmembers are not required to reimburse the City for *de minimis* personal calls as set forth in the City's "USE OF CITY PROVIDED CELLULAR TELEPHONE POLICY" as doing so would require overly burdensome recordkeeping that would outweigh the costs recovered for personal calls. However, the use of City cellular phones *shall not be used for any purpose prohibited by law (for example, campaign purposes)*.

Option B--Privately obtained cellular phone service. The Councilmember may utilize a personal cellular phone and personal cellular phone service. In the event that a Councilmember utilizes their personal cellular phone service in lieu of City provided cellular phone service, the Councilmember will be entitled to receive a cellular phone allowance up to the cost paid by the City for phone service as provided in Option A. Appropriate payroll taxes on the allowance amount will be withheld, and the amount of the allowance will be included on the year-end W-2.

If a Councilmember selects *Option B*, they will be solely responsible for the purchase and maintenance of any cellular phone equipment and charges, including accessories (including but not limited to hands-free devices), and paying any associated charges. The City will not provide

EXHIBIT A

technical support for personal cell phones, except for limited support for data communication with the City's network for those authorized to have the ability to do so.

Internet Expenses. Members of the City Council rely on access to Internet communications and network-based electronic information resources to carry out the basic functions needed to support the City's business. This access is often needed at a Councilmember's home. Councilmembers can make significant contributions to City business and the City's mission outside normal business hours while conducting their Councilmember duties at home. These contributions are dependent on ubiquitous, reliable, and often high-speed Internet access. Therefore, Councilmembers may receive reimbursement for high speed internet access up to \$55.00 per month. However, no reimbursement for Internet access is allowed if a Councilmember receives data service for an iPad or similar tablet device.

Meal Reimbursement. This policy clarifies that individual Councilmember meal expenses that are not covered by the City's Travel Policies, Regulations, and Procedures are not authorized expenses and will not be reimbursed. However, meal expenses will be provided if in connection with a seminar or conference, or if being provided to the Council as a whole as a matter of convenience due to Council meeting times. The following is intended to be an illustration of the intent of the policy with regard to meals:

Not reimbursable:

- Councilmember(s) and Staff meet during a meal to discuss City business.
- Councilmember(s) meet with a constituent/citizen during a meal to discuss City business (expenses of Councilmember and constituent/citizen not reimbursable).
- Councilmember(s) have coffee together and discuss City business.
- Councilmember(s) attend a charity function/fundraiser in which a meal is provided.

Reimbursable:

- Councilmember(s) attend a conference/seminar/training in which a meal is part of the conference/seminar/training.
- Councilmembers attend functions related to City business (e.g. Suburban Cities Association dinners, Southwest King County Chamber of Commerce lunches, etc.).
- Meals provided when there is not adequate time for Councilmembers to leave the building to eat in between meetings (e.g. lunch during council retreat; sandwiches in between Study Session and Regular Council Meetings).

Time Period for Reimbursement. Councilmembers reimbursement requests must be submitted within 90 calendar days of incurring the expense except at fiscal year-end (December 31st), when requests must be received by January 15th.

ORDINANCE NO. 12-1004

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute a contract with MacLeod Reckord to design Angle Lake Park Phase II improvements, and amending the 2012 Annual City Budget.

WHEREAS, the SeaTac City Council has reviewed Agenda Bill #3407, submitted by the Parks and Recreation Department; and

WHEREAS, the City's 2012—2017 Capital Improvement Plan provided that design costs for the Angle Lake Park Phase II project design would be split between the 2012 and 2013 budget years; and

WHEREAS, it is now proposed that a bulk of the design costs be borne in the 2012 budget year; and

WHEREAS, amendment to the City's 2012 Annual City Budget is necessary to provide additional appropriation authority to pay for design costs that were originally going to be appropriated in 2013;

WHEREAS, the additional appropriation will utilize Real Estate Excise Taxes (REET);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,

WASHINGTON, DO ORDAIN as follows:

Section 1. The 2012 Annual City Budget shall be amended to increase expenditures by \$93,612 in the Municipal Capital Improvements Fund #301.

Section 2. The City Manager is authorized to sign an agreement with MacLeod Reckord, in substantially similar form as attached hereto as Exhibit A, for the design of the Angle Lake Park Phase II improvements.

Section 3. This Ordinance shall not be codified, and shall be in full force and effect five (5) days after passage and publication as required by law.

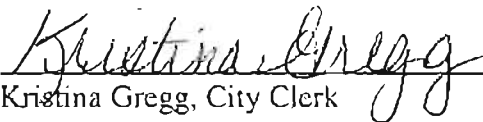
ADOPTED this 10th day of April, 2012, and signed in authentication thereof on this 10th day of April, 2012.

CITY OF SEATAC



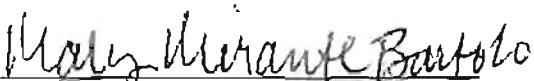
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 6/11/12]

[Angle Lake Phase II]

**CITY OF SEATAC
PARKS CAPITAL IMPROVEMENT PROJECT**

CONSULTANT AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of March, 2012, by and between City of SeaTac, Washington, hereinafter called the "Owner," and MacLeod Reckord, PLLC, hereinafter called the "Consultant", on the following terms and conditions.

WITNESSETH:

WHEREAS, the Owner proposes to proceed with the design and construction of Angle Lake Park Phase II, hereinafter called the "Project"; and

WHEREAS, the Consultant is willing to provide the said services;

NOW, THEREFORE, the Owner and the Consultant, for consideration hereinafter named, agree to the following Scope of Services:

1. The Consultant agrees to perform and furnish the following Basic services for the above-mentioned project as well as those specific basic professional services set forth at Article III of this Agreement:

BASIC SERVICES

- a. Civil Engineering (including a TIR report)
- b. Landscape Architecture (including irrigation design)
- c. Architecture
- d. Electrical Engineering
- e. Structural Engineering

and all other services customarily furnished by an Landscape Architect and its consultants. Per the attached scope of work for Angle Lake Park Phase II.

2. EXTRA SERVICES (may include but not limited to the following)
 - a. Land Surveying (to be completed by owner)
 - b. Geotechnical Engineering
 - c. Value Engineering
 - d. Wetlands Studies
 - e. Environmental Studies
 - f. Environmental Impact Statements
 - g. Seismic Engineering
 - h. Level II (and above) Drainage Report for King County DDES
 - i. Shoreline, Corps of Engineers Permits
3. The Owner agrees to pay the Consultant as compensation for all basic services described in Paragraph 1, above, and in Articles III of this Agreement, a lump sum fee of \$194,219. The said total compensation includes all reasonable and necessary expenses incurred in connection with this project, including, but not limited to, means, lodging, transportation, telephone and electronic transmission charges, reproduction, printing, and other direct costs.

ARTICLE I - THE OWNER'S RESPONSIBILITIES:

- A. The Owner shall designate a Representative authorized to act on the Owner's behalf. The Consultant shall communicate with the City only through the Owner's Representative.
- B. The Owner's Representative shall furnish the Consultant with a written program for the project, and site information on file with the Parks Division including record documents if available. The written program (Program) may include the detailed summary of the Owner's needs, desired elements and design objectives.
- C. The Owner shall pay for any required additional testing, studies or surveying which the Consultant identifies and the Owner's Representative agrees, in writing, is necessary to complete the design and construction.
- D. The Owner's Representative shall furnish the Consultant sample general requirement documents containing the construction contract requirements of the Owner.
- E. The Owner's Representative shall examine documents submitted by the Consultant, render decisions and advise the Consultant promptly to avoid unreasonable delay in the progress of the Consultant's work.
- F. The Owner's Representative shall provide the Consultant with written authorization to proceed with the Design Development Phase after the satisfactory completion of the Schematic Design Phase and with Construction Documents after the satisfactory completion of Design Development.
- G. The Owner's Representative shall arrange and pay for the required advertisements for bids, shall distribute bid documents, conduct the bid opening, and may award a contract to the successful bidder.
- H. The Owner's Representative shall arrange and pay for any required inspection and testing of the quality and placement of critical construction materials during construction.
- I. The Owner's Representative shall follow the procedure of issuing orders to Contractors only through the Consultant except in case of an emergency, a threat of injury to persons or property, or when the Owner's policies, personnel, or property are involved. In each case the Owner's Representative will promptly notify the Consultant of the action taken.
- J. The Owner's Representative will make routine on-site inspections. He shall consult with the Consultant on problems as they may arise and assist the Consultant in matters relative to coordinating the progress of the work.
- K. The Owner shall provide to the Consultant, the following:
 - Boundary and topographic survey of existing conditions of the site.
 - All permits associated with the project without cost. Consultant will provide information related to the extra services which is necessary to obtain any permits.

ARTICLE II - THE CONSULTANT'S RESPONSIBILITIES:

- A. The Consultant shall cooperate with the Owner in the accomplishment of all items listed in Article I, "The Owner's Responsibilities."
- B. The Consultant shall not employ any design subconsultants on this project unless they have been approved by the Owner's Representative.
- C. The Consultant shall identify and inform the Owner's Representative in writing of all applicable codes, requirements, permits, and approvals necessary from Federal, State, and local governments, agencies, and parties.

- D. The Consultant shall notify the Owner's Representative of additional testing, studies, or surveying necessary to complete the design. The Consultant shall call for, define the scope of and coordinate testing, study or survey approved by the Owner's Representative.
- E. The Consultant shall design all work in accordance with all applicable laws, statutes, codes, standards and regulations.
- F. The Consultant shall promptly perform without limitation all phases, as detailed in Articles III, IV, and V of this Agreement, so as to ensure that neither the Contractor nor the Project is delayed by action or omission of the Consultant. It shall be the Consultant's responsibility to inform the Owner's Representative of any deviations from the project time schedule (PTS).
- G. The Consultants shall prepare all drawings on 24 inch X 36 inch. All documents and original drawings shall become the property of the Owner.
- H. The Consultant shall be responsible for and correct any errors, inconsistencies and omissions in the drawings, specifications and other documents prepared by the Consultant, at no additional cost to the Owner.
- I. All costs arising during construction which are due to the errors of the Consultant, or are necessary to accommodate the omissions in the Consultant's design, shall be borne by the Consultant, except that the Consultant shall not bear the cost of actual construction or installation of the omitted item.

ARTICLE III - BASIC SERVICES OF THE CONSULTANT

A. Schematic Design Phase

The Consultant shall:

1. Consult with the Owner's Representative to ascertain, confirm or recommend revision to the general and detailed requirements for the project as indicated in the Program.
2. Accomplish necessary and reasonable site inspections, interviews, research, analysis and Program reviews. Verify existing site conditions.
3. Identify zoning and building codes and ordinances that have jurisdiction over the project. Contact all permitting authorities to determine specific code and permitting requirements and procedures that affect the project.
4. Coordinate with applicable utility districts and/or companies to obtain utility location drawings and to determine all service connection and/or extension requirements, schedules, assessments and fees necessary to obtain construction approvals.
5. Analyze all conditions and requirements of the project and illustrate with the Schematic Design Documents the Consultant's proposed design solution to the Program requirements. The Schematic Design Documents shall include:
 - (a) The drawings of site plan, floor plans, elevations and sections sufficient to indicate site conditions, general scope and character of the project, and size, location and relationships of the project components, including diagrammatic or schematic drawings of proposed mechanical, electrical and structural systems.
 - (b) The outlined specification, addressing all aspects of the work, and narrative descriptions of the proposed mechanical, electrical and structural systems.

- (c) The preliminary construction cost estimate, as projected to the time of bidding, based on comparable area, volume, or appropriate unit costs in a format approved by the Owner's Representative.
 - (d) The projected time schedule (PTS) showing all of the related activities of the project. The PTS shall cover the period beginning with Consultant's Notice to Proceed through Final Warranty periods.
6. Present copies of the schematic design, preliminary cost estimate, and projected time schedule to the Owner's Representative.
 7. Present the schematic design to the Design Review Committee.
 8. After review by the Owner, Design Review Committee, and when sought by the Owner, provide the Owner's Representative a written response to all review comments. The response shall include budget and schedule impacts.
 9. Revise Schematic Documents as directed by Owner's Representative.
 10. Obtain from the Owner's Representative authorization to proceed with Design Development.

B. Design Development Phase:

The Consultant shall:

1. Upon authorization from the Owner's Representative to proceed, prepare Design Development Documents which expand, elaborate, fix and describe the accepted Schematic Design solution. All Design Development documents shall reflect the revisions or developments which occurred during this phase. The Design Development Documents shall include:
 - (a) The drawings of site plan, floor plans, preliminary grading plans, elevations, sections, and details showing all site conditions, project components, mechanical, electrical and structural systems, and utilities. Illustrate in sufficient detail to define the dimensions, locations, volumes, materials, appearance, and finishes of the project components necessary to produce a complete and functional finished facility.
 - (b) The outlined specification, and narrative descriptions of the electrical and structural system. Also, the Consultant shall provide Division I Technical Specifications which the Consultant has reviewed and modified to ensure that no provision or requirement conflicts with those contained in the Owner's General Conditions, Special Provisions, Instructions to Bidders, Form of Bid or other sample documents provided to the Consultant under paragraph F of article I.
 - (c) The preliminary construction cost estimate as projected to the time of bidding.
 - (d) The projected time schedule (PTS).
2. Arrange for and attend any required pre-application meetings and contact permitting authorities as necessary to determine or clarify project specific permit requirements. Provide the Owner's Representative with written meeting or telephone conversation notes and an evaluation of the probable program and cost impacts of each of the permitting authorities' review comments.
3. Prepare Technical Information Report to meet City of SeaTac Storm Drainage requirements.

4. Contact applicable utility districts and/or companies to confirm that service connection and extension requirements, schedules, assessments, and fees necessary to obtain construction approvals have not changed since the Schematic Phase.
5. Present one (1) copy of the Design Development Documents to the Owner.
6. Present two public meetings (one day time and one evening) for design.
7. Revise Design Development Documents as directed by the Owner's Representative.
8. Obtain from the Owner's Representative authorization to proceed with Construction Documents Phase.

C. Construction Documents Phase:

The Consultant shall:

1. Upon authorization from the Owner's Representative to proceed, prepare Construction Documents which describe the accepted Design Development solution in sufficient scope, extent and detail to produce a complete and functional facility. All Construction Documents shall reflect the revisions to developments which occurred during this phase. The Construction Documents shall include:
 - (a) Construction Drawings sufficient in scope, extent, detail and format to:
 - i. obtain all necessary construction permits and approvals
 - ii. obtain competitive bids
 - iii. construct and complete the project.
 - (b) A Project Manual which shall consist of the Owner's general requirement documents modified by the Consultant to reflect the specific project requirements, and the Technical Specifications calling for terms and conditions, materials, equipment, execution, workmanship and finishes for the project in sufficient detail and format to:
 - i. obtain all necessary construction permits and approvals
 - ii. obtain competitive bids
 - iii. construct and complete the project.
 - (c) All reports, appendices, calculations and other technical information necessary to supplement and support the drawings to obtain all necessary construction permits and approvals.
 - (d) The Final Construction Cost estimate, as projected to the time of bidding, which the Consultant has revised to reflect current costs as well as modifications and additions made during the Construction Documents phase.
 - (e) The projected time schedules (PTS). The Consultant shall adhere to the said schedule.
2. Examine and check completed construction documents to verify completeness, accuracy and continuity between drawings and specifications.
3. Submit six (6) copies of the drawings at least 90% completed and other documents to the Owner's Representative for review and internal approval.
4. Revise and correct Construction Documents as directed by the Owner's Representative.

5. Assemble complete permit application documents with required number of copies necessary to obtain Commercial Building and Grading permits and other necessary construction approvals.
6. Present the application documents to permitting authorities and other governmental authorities, including utility districts or companies with jurisdiction over the project in application for such necessary permits and approvals.
7. During the permit and approvals process: meet with permitting and approval authorities to answer questions or clarify provisions in the application documents; provide the Owner's Representative with meeting or phone notes describing all review comments of permitting and approval authorities and the potential impact of the review comments on project Program and cost. Make changes agreed upon by Owner's Representative and permitting or approval authorities.
8. Provide the Owner's Representative with the names and addresses of Contractors who may wish to bid the project.

D. Bid Phase:

The Consultant shall:

1. Upon authorization from the Owner's Representative to proceed, oversee the printing and collating of sets of Bid Documents which include: construction drawings, Project Manual, and loose leaf Form of Bid. Provide for the delivery of the Documents to City of SeaTac for distribution and bidding. Arrange for printing and delivery of additional sets as requested by the Owner's Representative. Owner will pay direct printing costs for above.
2. Answer planholder's questions to clarify the bid documents, and approve or reject planholder-proposed substitutions.
3. Keep notes describing all planholder contacts and apprise Owner's Representative daily during the bid phase of all planholder questions in a timely fashion.
4. Attend and conduct a pre-bid meeting at the project site if necessary. Circulate a sign-in sheet, take notes and provide the Owner's Representative with written meeting minutes.
5. Prepare addenda as needed to notify planholders of corrections, clarifications and substitutions using addenda format provided by Owner's Representative. Obtain approval from Owner's Representative of addenda prior to issuing to City of SeaTac for distribution to planholders.
6. After Bid Opening, evaluate the bids and assist the Owner's Representative with developing a Recommendation of Award of Bid.

E. Construction Phase:

The Consultant shall:

1. Assume the role and perform the duties of "Architect" as described in the Contract Documents. Be prepared to assist the Owner's Representative by whatever means necessary to ensure the orderly and prompt execution of the work.
2. Prior to the pre-construction conference, review the construction documents and prepare for distribution at the pre-construction conference, a list of warranties, shop drawings, and product submittals that the Contractor will be required to submit, as well as a list of the points in the work where testing and inspection will be required.

3. Attend the pre-construction conference and write and distribute notes to all parties in attendance.
4. Evaluate with the Owner's Representative the Construction Schedule, Job Cost Breakdown, and List of Subcontractors and Materials submitted by the Contractor and accept or modify each.
5. Conduct periodic site observations and progress meetings throughout the construction of the project sufficient to determine whether the quality and progress of the work is in accordance with the contract documents and schedule. At a minimum, this shall include visiting the site at least once every other week while in construction and observing all critical phases of construction, such as: pouring concrete, aligning and adjoining subterranean pipes, establishing grades, laying asphalt, and similar activities that are difficult to alter or correct once set or covered by additional work. For each visit to the site, the Consultant shall record his observations, time and date of visit, number of construction personnel and equipment on the site, the progress of the work, and any existing or potential deviations of the work from the construction documents or schedule. The Consultant shall provide the Owner's Representative with a copy of all site observation reports and meeting notes. The Consultant shall require subconsultants to conduct site observations as required to adequately observe the work they have designed and to attend progress meetings as mutually agreed by the Owner's Representative and Consultant.
6. Guard the Owner against defects and deficiencies in material and in the workmanship of the Contractor. The Consultant shall advise the Owner's Representative of work which does not conform to the Contract Documents, any non-conforming work which should be rejected, and required corrective work as needed. It is understood that the Consultant does not guarantee the performance of the Contractor, nor does the Consultant's observation of the work constitute supervision or superintendence of the work.
7. Arrange for, attend, conduct, and take notes at weekly job progress meetings with the Owner's Representative, Contractor, pertinent trades, authorities, and subconsultants. At the job progress meeting the Consultant shall review current and planned work progress in relationship to the Contract Documents and Schedule, identify problems in the work and changes to the work. The meeting notes shall describe the decisions and discussions of the meeting. The Consultant shall distribute meeting notes to all parties in attendance, make agreed upon changes to the notes, and maintain a record of amended meeting notes throughout the construction of the job.
8. Promptly check and approve or modify shop drawings, samples, schedules and any other submittals from the Contractor for conformance with the design concept of the project and for compliance with the Contract Documents and secure the approval of the Owner's Representative.
9. Receive and review the Contractor's Certificates for Payment. Prior to signing the Certificates, the Consultant shall confirm that all work for which pay is being approved has been completed and is in apparent conformance with the Contract Documents, and that the Contractor's Record Set of Drawings and Specifications has been updated to accurately reflect work completed.
10. Assist the Owner's Representative in accomplishing necessary or appropriate changes to the Contract work by one of the Owner's approved methods. Assistance shall be the form of:
 - (a) Identify when changes are necessary or beneficial and provide the Owner's Representative with alternative solutions along with cost and schedule implications. Recommend to the Owner's Representative the preferred solution and with the concurrence of the Owner's Representative, design or define the selected change, and transmit it to the Contractor on a Change Proposal form.

- (b) Receive, review, analyze and recommend disposition of Change Proposals initiated by the Contractor.
 - (c) After consulting with the Owner's Representative, issue Field Directives to the Contractor for changes in the work which are necessary to prevent damage to property or life. If the Directive is oral, follow up with a written Field Directive form.
 - (d) Assist the Owner's Representative in negotiating a fair and reasonable price and extension of time, if necessary, for the agreed upon changes in the work.
 - (e) At the request of the Contractor and with the concurrence of the Owner's Representative, or at the request of the Owner's Representative, collect approved Change Proposals, Field Directives, or other documentation acceptable to the Owner's Representative, and prepare Contract Change Orders. Provide the Owner's Representative with completed Change Order forms with sufficient detail and in sufficient number for the Owner's Representative.
11. Issue written interpretations of the Construction Documents in response to all requests for information from Contractors, subcontractors, or suppliers.
 12. When the Consultant determines construction near completion, or ten (10) days prior to PTS for completion, whichever is sooner, prepare a preliminary punchlist which describes work to be completed or corrected.
 13. Upon notice from the Contractor, or at the expiration of the construction period as defined in the Contract Documents, whichever is sooner, arrange for and conduct the Final Inspection of the work. The Consultant shall take notes of the inspection, recording all decisions and prepare the Final Punch List, which describes the work which is not in conformance with the Contract Documents. The Consultant shall distribute the notes of the inspection to all those in attendance.
 14. Upon notice from the Contractor of 100% completion of all final Punch List items, re-inspect the work to confirm that it is in conformance with the Contract Documents.
 15. When, in the opinion of the Consultant, all work has been satisfactorily completed, make written recommendation to the Owner to accept the work.
 16. Upon completion of construction, obtain, review for conformance with Contract Documents written guarantees, operating and maintenance manuals and instructions required in the Contract Documents. The Consultant shall transmit approved documents to the Owner's Representative.

F. Record Drawings Phase:

The Consultant shall:

1. Prepare record data from Contractor's "as-built" data and submit to Owner's Representative as follows:
 - (a) Drawings shall be corrected to reflect Contractor modifications and submittals.
 - (b) Detail drawings bound in the technical specifications shall be corrected from Contractor as-built data reformatted for 2' x 3' drawing sheets.
 - (c) Utility Drawings prepared by others shall be checked for as-built data.

All data above shall be submitted to the Owner's Representative within 30 days of receipt of Contractor's as-built data. All documents and drawings shall become the property of the Owner.

2. During the warranty period of the construction contract, assist the Owner's Representative in securing correction of defects that become apparent. Prior to the expiration of the warranty period, arrange for and conduct with the Owner's Representative and Contractor, an inspection of the work that was installed under the construction contract. Take notes and report to the Contractor and the Owner's Representative any observed deficiencies in workmanship or material.

ARTICLE IV - EXTRA SERVICES OF THE CONSULTANT:

It is Owner's intention to complete this project through construction and final acceptance. In addition to work performed under the BASIC of this Agreement, the Consultant may be requested in writing to perform extra or follow-on work to complete this project. In such event, the parties hereto have the right to amend this Agreement to include these extra services.

ARTICLE V - PAYMENTS TO THE CONSULTANT FOR BASIC SERVICES:

Payments to the Consultant for basic services work shall be made monthly in proportion to services performed, and shall not exceed the following percentages of the total contract price herein at the completion of each phase of work, with the exception of Extra Services performed under Article IV:

Schematic Phase	15%
Design Development Phase	35%
Construction Documents Phase	75%
Receipt of Bids	80%
Construction Phase	97%
Record Drawings	100%

ARTICLE VI - PAYMENT TO THE CONSULTANT FOR EXTRA SERVICES:

When requested by the Owner in writing, MacLeod Record Landscape Architects will provide additional or extra services to the Owner at the following hourly rates:

- Principal @ \$150 hour
- Project Manager \$127 hour
- Landscape Architect @ \$100 hour
- Draftsperson @ \$85 hour

Sub-consultants shall be billed at a factor of 1.10 times amount billed to the Consultant.

ARTICLE VII - MAXIMUM ALLOWABLE CONSTRUCTION COST:

The Maximum Allowable Construction Cost is: \$1,336,392 and is defined as the total sum available for contract award purposes, not including State of Washington Sales Tax, professional fees, or any charges incidental to the project.

ARTICLE VIII - CONSULTANT'S ESTIMATES OF COST:

- A. At any time prior to calling for bids, the Consultant shall notify the Owner, in writing, if for any reason he believes that the project will exceed the Maximum Allowable Construction Cost (MACC) stated above. The Owner when so notified shall cooperate fully with the Consultant in reducing the scope of the project in an amount sufficient to bring the project within the MACC. This will not result in a fee increase for the Consultant.

The Owner may, at his option, based upon the Consultant's estimated cost of the work, increase the MACC. In this case, the Consultant may receive a fee increase which in no case will exceed the difference between the existing contract amount and an amount determined by the factoring of the appropriate City of SeaTac fee schedule percentage to the increased MACC.

- B. In order to secure the best possible bid price on construction, the Consultant will recommend and the Owner's Representative will approve items to be bid as additive alternates to the base bid. The Consultant will not receive additional fees for structuring the bid in this manner.

In the event that the lowest responsible bid received exceeds the Maximum Allowable Construction Cost, the Consultant agrees to revise the drawings if so requested by the Owner's Representative in order to bring construction cost within the Maximum Allowable Construction Cost at no additional expense to the Owner. The Owner in this event agrees to cooperate with the Consultant and permit reasonable and necessary reductions in the scope of the project.

ARTICLE IX - TERMINATION OF AGREEMENT:

- A. Termination of Agreement for Cause:

The parties recognize that time is of the essence. Therefore, if, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall, at the option of the Owner, become its property; and the Consultant shall be entitled to receive just and equitable compensation for any work completed on such documents and other materials, according to the value to City of SeaTac for such work not to exceed the percentages set forth in Article VI.

- B. Termination for Convenience of Owner:

The Owner may terminate this Agreement at any time by a 10 day notice in writing from the Owner to the Consultant.

In that event, all finished or unfinished documents and other materials as described in paragraph A of Article XI above shall, at the option of the Owner, become its property. If the agreement is terminated by the Owner as provided herein, the Consultant will be paid on the basis of actual payroll cost times a factor of 2.5 plus reimbursable expenses, or an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement. If this Agreement is terminated due to the fault of the Consultant, paragraph A of Article XI shall apply.

ARTICLE X - SUCCESSORS AND ASSIGNS:

Neither the Owner nor the Consultant shall assign, sublet, transfer, mortgage, pledge as collateral, or otherwise encumber any rights or interests accruing from this Agreement without the written consent of the other.

ARTICLE XI - HOLD HARMLESS AND INDEMNIFICATION:

- A. In providing services under this Agreement, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are employee of the City for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a City employee under state or local law.

The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Consultant, its employees and/or others by reason of this Contract. The Consultants shall protect, indemnify and save harmless the City and its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever occurring or resulting from (1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Consultant of work, service, materials, and/or supplies by Consultant employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and will repay the City all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents, or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the City, and the State of Washington (when any funds for this Contract are provided by the State of Washington), their officers, employees, and agents from any and all costs, claims, judgments, and /or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the Consultant, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom, including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Consultant.

ARTICLE XII - INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract the Consultant shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Consultant, its agents, representative, employees, and/or subcontractors. The cost of such insurance shall be paid by the Consultant or subcontractor. The Consultant may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

Each insurance policy shall be written on an "Occurrence" form; excepting that insurance for Professional Liability, Errors and Omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

- B. Minimum Limits of Insurance
 - 1. General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
 - 2. Professional Liability, Errors, and Omissions: \$1,000,000
 - 3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

4. Workers' Compensation: Statutory requirements of the state of residency.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by the City. The deductible and/or self-insured retention policies shall not limit or apply to the Consultant's liability to the City and shall be the sole responsibility of the Consultant.

D. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

(a) General Liability Policy:

- i. The City, its officers, officials, employees and agents are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant in connection with this Contract.
- ii. To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees or agents shall not contribute with the Named Insured's insurance or benefit the Named Insured in any way.
- iii. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(b) All Coverages

- i. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior notice, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated by Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+:VII. Any exceptions must be approved by the City.

If at any time the foregoing policies shall be or become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Consultant shall, upon notice to that effect from the City, promptly obtain a new policy, and shall submit the same to the City, with the appropriate certificates and endorsements, for approval.

F. Verification of Coverage

The Consultant shall furnish City of SeaTac with certificates of insurance and endorsements required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the City and are to be received and approved by the City prior to the

commencement of activities associated with the Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

The Consultant shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements of this Contract shall be subject to all of the requirements stated herein.

ARTICLE XIII - NONDISCRIMINATION:

- A. During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.
- B. Federal, State, and Local laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all recipients receiving federal monies be accessible to qualified/eligible persons with disabilities. All organizations and firms contracting with the City of SeaTac must comply with Section 504, The Americans with Disabilities Act of 1990 (ADA).

ARTICLE IV - SEVERABILITY:

Should any provision in this agreement be declared unconstitutional, invalid or void by a court of law, such decision shall not affect the validity or enforceability of the remaining provisions of this agreement.

ARTICLE V - CAPTIONS:

The captions in this agreement are provided for the convenience of the parties and have no effect on the construction or interpretation of any part hereof.

ARTICLE VI - EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior agreements. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.

OWNER:

CONSULTANT:

Signature

Signature

Title: CITY OF SEATAC, CITY MANAGER

Title:

Date: _____

Date: _____

Federal Tax ID No. _____

Washington Registration No. _____

Approved as to Form:

Mary Mirante-Bartolo, City Attorney

REV. 1/99

MacLeod Reckord

Landscape Architecture ■ Planning ■ Urban Design

Colman Building

91 Marion Street

Seattle, Washington 98104

P 206-323-7919

F 206-323-9242

February 24, 2012

Kit Ledbetter, Director
City of SeaTac Parks & Recreation
4800 South 188th Street
SeaTac, WA 98188

MacLeod Reckord is please to submit for Design and Construction Administration Services for **Angle Lake Park Phase 2**. We understand that the scope of the project is largely based on the 2001 Phase 2 scope of work for which we prepared partial construction documents. That scope will be amended to include: the integration of a new 'spray play' area designed by others; a second Phase 2 picnic shelter; a new lifeguard/picnic shelter structure; and other miscellaneous improvements. It is our understanding that the City will provide necessary updates to the existing topographic survey by Dowl Engineers date 10/23/96, and provide geotechnical evaluations for the design of shelter footings, should they become necessary. MacLeod Reckord will assist the City with a scope of work for survey and geotechnical evaluations as needed.

MacLeod Reckord proposes a Lump Sum Fee of \$194,219.00 to be billed and payable based on the percentage of work complete. We will begin work upon execution of a contract and complete documents for bidding by September 2012, with anticipated construction occurring in the first six months of 2013.

When requested by the Owner in writing, MacLeod Reckord Landscape Architects (consultant) will provide additional or extra services to the Owner at the following hourly rates:

Principal	\$ 150
Project Manager	\$ 127
Landscape Architect	\$ 100
Drafter	\$ 85

Subconsultants will be billed at a factor of 1.10 times the amount billed to consultant.

A scope of work for the MacLeod Reckord design team is attached.

Thank you for the opportunity to submit this proposal. Please call with any questions.

Sincerely,



Ed MacLeod

ANGLE LAKE PARK PHASE 2

Scope of Services

February 2012

SITE PLANNING AND LANDSCAPE ARCHITECTURE SERVICES

Task 1. Project Startup

- 1.1 Initial scoping meetings with Owner
Meet with Park Director to discuss current plans for Phase 2 development. Identify physical changes to the park since 2002 and discuss new elements to be included in the design program.
- 1.2 Finalize Project Scope
Coordinate with Park Director, subconsultants and other City staff to refine and finalize the project Scope of Work.
- 1.3 Finalize Project Schedule
Coordinate with Park Director, subconsultants and other City staff to refine and finalize the project schedule.
- 1.4 Coordinate Survey Work
Meet with Park Director to refine Scope of Work for required new survey.
- 1.5 Meet with City Staff
Attend meeting with City staff and design team to discuss the project program elements, related design standards and regulatory issues related to the project.
- 1.6 Setup Project Accounting
Enter project into MacLeod Reckord accounting software to allow tracking of finances and staffing on the project.
- 1.7 Administration
Prepare subconsultant contracts, finalize contract with Owner, distribute schedules to all team members, and coordinate the work of all team members.

Task 2. Predesign

- 2.1 Site Visit/Field Verify Survey
Site visit to review existing conditions and field verify survey mapping.
- 2.2 Review 2001 Project Documents
- 2.3 Current Code Review
- 2.4 Administration
Subconsultant contract administration, staffing, scheduling, billing and correspondence.

Task 3. Program Review

- 3.1 Review Existing Program
List and review 2002 program for park improvements.
- 3.2 Meet with User Groups
Meet with City staff and user groups interested in the swimming pier, lifeguard, fishing pier, boat dock and boat ramp program elements.
- 3.3 Meet with Spray Park Consultant
Meet with spray park consultant to discuss size, location and utility requirements for the spray park. Establish limits of work for spray park consultant and MacLeod Reckord design team.
- 3.4 Finalize Phase 2 Program
Provide a written list of the proposed Phase 2 improvements.
- 3.5 Administration

Task 4. Schematic Design

- 4.1 Coordinate AJEM lifeguard/shelter building.
Coordinate the work of AJEM for design of the lifeguard/shelter and provide site planning around new building.
- 4.2 Coordinate with Spray Park Consultant
Work with spray park consultant to integrate their spray park elements into other Phase 2 park improvements and understand requirements for utilities.
- 4.3 Provide Schematic Design around the Spray Park
Provide schematic design around the spray park including layout, circulation, grading and ADA accessibility.
- 4.4 Planting Plan for Existing Parking Lot
Provide selective demolition plan for planting in existing parking lot, redesign planting, submit proposed plant list for approval.
- 4.5 City Staff Meetings (2)
- 4.6 Administration

Task 5. Design Development (60% Documents)

- 5.1 Drawings
Provide a 60% complete set of drawings in AutoCAD electronic format and three hardcopy sets for Owner review. The drawings will fix and describe the size character, elevation and relationships for all project improvements through plans, notes, sections, elevations, and typical construction details and will include the following sheets:
 - Cover Sheet (1)
 - General Plan Notes (1)
 - Existing Conditions Plans (1)
 - TESC Plan Notes and Details (2)
 - Demolition Plans (2)
 - Coordinate PACE Drainage Plans (2)
 - Grading Plans (2)
 - Layout Plans (2)
 - Irrigation Plans & Details (2)
 - Site Details (6)
 - Enlarged Area Plans
 - Coordinate Architectural Drawings (6)
 - Coordinate Structural Drawings (2)
 - Coordinate Civil Drawings (3)
 - Coordinate Electrical Drawings (2)
- 5.2 Specifications (2010 CSI Format)
Coordinate Owner provided Division 00 Procurement and Contracting Requirements and add project specific language as approved. Work with Owner to amend Division 01 General Requirements to include Owner's General Conditions and provide project specific Supplemental General Conditions. Provide technical specification sections as necessary to describe the scope, products and execution of the work in this project.
- 5.3 City Staff Meetings (3)
- 5.4 Cost Estimate
Provide Owner with an opinion of probable construction cost based on quantities and unit prices for materials, labor and contractors' overhead and profit.
- 5.5 Submit Documents for Owner Review
Provide three sets of drawings and specifications for Owner review.
- 5.6 Pickup Comments
Meet with Owner to review comments and agree on a course of action to address each comment and incorporate agreed upon changes into the documents.

- 5.7 Submit for Permitting
Assist Owner with the submission of building permits.
- 5.8 Quality Control & Quality Assurance
Provide quality control and quality assurance review of design development documents, including a coordination back check of the work of each individual team member.
- 5.9 Administration

Task 6. Construction Documents

- 6.1 Complete Drawing Identified in Task 5 to 90%
- 6.2 Incorporate Permit Comments and Conditions
- 6.3 Submit for Owner Review
Submit three bound hard copies sets of drawings and specifications for review by Owner.
- 6.4 Present for City Council
Prepare presentation graphics based on 90% contract documents and present to SeaTac City Council.
- 6.5 Incorporate Owner and City Council Comments
- 6.6 Finalize Specifications
- 6.7 Provide Final Quality Control & Quality Assurance
Final technical and coordination set review.
- 6.8 Final Revisions
Revisions based on final checking, coordination and Owner comments.
- 6.9 Subconsultant Coordination
Coordinate final revisions with subconsultants and perform final interdisciplinary coordination.
- 6.10 City Staff Meetings
- 6.11 Submit 100% Documents to Owner for Bidding
Assumes online bidding. Submittal will include three hardcopy sets of bid documents.
- 6.12 Administration

Task 7. Bidding

Assist the Owner with the solicitation of competitive bids for the construction of the project include:

- 7.1 Assist the Owner with the preparation of an advertisement for bid.
- 7.2 Answer bidders' questions and keep a log of communications with contractors.
- 7.3 Issue required addenda to clarify bid documents and provide uniform information to all bidders.
- 7.4 Attend pre-bid conference to describe project to prospective bidders and answer contractor questions.
- 7.5 Evaluate qualifications of low bidder and provide a recommendation to the Owner.
- 7.6 Assist Owner with the award of contract and Notice to Proceed.
- 7.7 Administration
- 7.8 Staff Meeting (1)

Task 8. Limited Construction Administration

Assist the Owner with the administration of the construction contract as follows:

- 8.1 Attend pre-construction conference including the review/preparation of conference agenda and meeting notes.
- 8.2 Weekly Construction Meetings (24)
Attend weekly construction meetings to review project status including RFIs, submittals, change proposals and change orders, progress payments, as-builts schedule and three week schedule. Chair an open discussion concerning construction issues, prepare a list of action items and meeting notes.

- 8.3 Weekly Construction Progress Observations (24)
Provide weekly construction observation walkthrough of the site to observe contractor's progress and workmanship and provide a written report to the Owner.
- 8.4 Review material samples provided by the contractor and provide a recommendation to the Owner.
- 8.5 Review product submittals from the contractor and provide a recommendation to the Owner.
- 8.6 Perform additional site observations at critical times during construction and as requested by the Owner or contractor and provide a report to the Owner. (8)
- 8.7 Review the contractor's submitted project schedule and provide recommendations to the Owner.
- 8.8 Review the contractor's schedule of values and provide recommendations to the Owner.
- 8.9 Review shop drawings for accuracy and conformance with the contract documents and provide a written recommendation to the Owner.
- 8.10 Review test results for conformance with requirements of permits and contract documents.
- 8.11 Respond to contractors' request for additional information (RFIs).
- 8.12 Witness irrigation pressure tests performed by the contractor in the presence of the landscape architect and provide test results to the Owner.
- 8.13 Witness irrigation coverage tests performed by the contractor in the presence of the landscape architect and provide the Owner with a list of changes and adjustments to be performed by the contractor.
- 8.14 Preliminary Punch List
Perform a thorough walkthrough of the completed project and provide the Owner with a list of construction deficiencies requiring correction by the contractor.
- 8.15 Final Punch List
Perform a thorough walkthrough of the completed project to back check the preliminary punch list and provide a recommendation to the Owner.
- 8.16 Administration

Task 9. Project Closeout

- 9.1 Coordinate receipt of required contractor closeout documents including warranties, release of liens, Operation & Maintenance Manuals, and Record Drawings.
- 9.2 "As-Built" Drawings
Convert contractor provided redline markups of changes during construction to AutoCAD electronic files and submit to Owner.
- 9.3 Administration
- 9.4 One-Year Warranty Inspection

ARCHITECTURAL AND STRUCTURAL SERVICES

Task 1. Picnic Shelter Design

Provide the design for 2 picnic shelters, identical to the design for the Phase 1 project, updated to meet current code and 2 separate site locations. The only anticipated variation between the 2 shelters, besides orientation, will be the extent and location of the perimeter seating wall.

Task 2. Lifeguard/Shelter Building Design

Provide the design for a new lifeguard station at the north end of the beach, in the general proximity of the existing lifeguard station. Based on the sketch provided by Kit Ledbetter, it appears that the size of the lifeguard station is similar to the picnic shelter, but the majority of the roof structure will be an open air trellis with ¼ of it covered with a standing seam roof. There will be 2 areas for picnic tables, and a covered storage area separating the two. There will be no mechanical or plumbing involved, and we anticipate the only electrical to be receptacles (engineering provided by others). Up to three iterations of the design will be provided leading up to a preferred option.

Task 3. Contract Documents

Plans elevations, sections and details will be provide for all three buildings. Picnic shelter drawings will include structural information required by current codes. The lifeguard building will have separate structural drawings.

Task 4. Cost Estimates

Provide cost estimates for each building at the completion of design development and construction documents.

Task 5. Bidding

Answer Contractors' questions and issue any required addenda.

Task 6. Construction Administration

Respond to RFIs, review submittals, provide 3 site visits, perform a punchlist, and final walkthrough.

CIVIL ENGINEERING SERVICES**Task 1. Meetings and Coordination**

Attend meetings for coordination as required. For budgeting purposes twelve hours total has been allocated for meeting attendance time.

Task 2. Design and Documents

- 2.1 Provide Temporary Erosion Sedimentation Control (TESC) plans and details including limits of clearing and construction in accordance with City of SeaTac standards and requirements
- 2.2 Provide input on onsite grading plans prepared by MacLeod Reckord.
- 2.3 Provide input on pavement section design as prepared by MacLeod Reckord.
- 2.4 Review earthwork calculations performed by others and offer input on balancing site grading.
- 2.5 Provide design plans and details for the construction of onsite storm drainage facilities in accordance with City of SeaTac standards and requirements. This will include all required stormwater conveyance and water quality treatment facilities. It is anticipated that flow control will not be required for this project, therefore, no effort has been budgeted for design of flow control facilities and, as such, is not a part of this proposal.
- 2.6 Provide design plans for the construction of a water line to the proposed spray park site in accordance with Highline Water District standards and requirements. It is assumed that this new water line will be supplied from the existing onsite water system. It is assumed that connection for irrigation water will be shown by MacLeod Reckord and that supply will be from the existing onsite irrigation system. No new connections to the public water system are anticipated.
- 2.7 Provide design plans for a sanitary side sewer service system to waste water from the spray park area to the public sanitary system in accordance with Midway Sewer District standards and requirements. It is assumed that this new sanitary line will be connected by gravity to the existing onsite sanitary system. No new connections to the public sewer system or pump systems are anticipated or included in this proposal
- 2.8 Provide written book specifications for civil scoped items to include TESC, storm drainage, water and sanitary sewer.

Task 3. Storm Drainage Report

Provide a Storm Drainage Report supporting the stormwater design in accordance with City of SeaTac requirements.

Task 4. Cost Estimates

Provide estimate of probable construction costs for civil coped items.

Task 5. Permit Assistance

Assist with the information for submittal to the City for review, approval and permit. Submittals are anticipated to be performed by others.

Task 6. Bidding and Construction Administration

Provide support during bidding, award and construction of the project. This may include attendance at construction meetings, site visits, material submittal review, RFI response, change order review, or any other construction support activities necessary to successfully complete the project.

ELECTRICAL ENGINEERING SERVICES

Task 1. 65% Drawings

- a. Review existing drawings\survey, verify existing conditions
- b. Obtain base files and set up drawings
- c. Prepare schematic lighting\electrical system layout
- d. Attend one Owner meeting to discuss alternatives\impacts
- e. Develop estimate of probable costs
- f. Develop Specifications

Task 2. Construction Documents (95 / 100%)

- a. Develop load calculations and electrical one line
- b. Design pole, conduit & wiring layout
- c. Develop electrical details
- d. PSE Service Application
- e. Prepare 95% construction document plans
- f. Attend design team meeting
- g. Prepare 100% construction document plans
- h. Prepare estimate of probable costs (95 /100%)
- i. Prepare specifications (95 /100%)

Task 3. Construction Administration

- a. Assist with bid, answer bid questions, prepare addenda
- b. Construction observation (3 total)
- c. Answer RFIs, review paperwork, prepare modifications
- d. Punch List
- e. Record drawings and project closeout

End of Scope of Services

ORDINANCE NO. 12-1005

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Chapter 3.31 of the SeaTac Municipal Code related to Purchasing.

WHEREAS, the City Council discussed amending the City's Purchasing Code to increase the City Manager's authority to make purchases and execute contracts when the value does not exceed \$50,000 at the February, 2012 Council Retreat; and

WHEREAS, the City Council has determined that it is appropriate to amend the City's Purchasing Code;

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

Section 1. Section 3.31.050 of the SeaTac Municipal Code is hereby amended to read as follows:

3.31.050 Cost Threshold--Contract Approval Levels and Contract Amendments.

A. The following approval levels are designed for all contracts and purchases. Contracts and purchases that ~~are not budgeted or~~ require additional budget appropriations must be approved by the City Council, regardless of amount.

1. Contracts and purchases not exceeding \$50,000 may be approved by the City Manager or designee without City Council approval.

~~2. Contracts and purchases exceeding \$5,000 but not exceeding \$35,000 shall be reported to the City Council for approval by motion in accordance with the Council's administrative procedures.~~

~~3.2. Contracts and purchases exceeding \$3550,000 shall be formally presented to the City Council for approval as a separate item on the City Council agenda.~~

B. The approval process for contract amendments, except contract amendments for public works, is set forth in this Subsection.

1. The City Manager may execute an amendment without City Council approval, provided that the amendment:

i. Extends the time of completion for a project. Such an extension can be for up to six months; and/or

ii. Provides for a cost increase that does not exceed 10% of the original contract cost or \$50,000, whichever is less, and such cost increase ~~has been appropriated in the City's budget~~ does not require additional budget appropriations; or

iii. The total value of the contract does not exceed \$50,000 after the cost increase.

C. The approval process for amendments to public works contracts exceeding \$50,000 in value (including change orders) is set forth in this Subsection.

1. The City Manager or designee may execute an amendment to a public works contract, including ~~change orders~~, without City Council approval, provided that the amendment or change order does not increase the cost of the original contract amount beyond any contingency authorized by the City Council when the contract was awarded.

~~D. For contract amendments requiring City Council approval, a separate agenda item on the City Council agenda is required unless one of the following exceptions apply:~~

~~1. If the contract amendment increases the cost of the contract by \$35,000 or less, the contract amendment may be approved by the City Council utilizing the procedure set forth in SMC 3.31.050(A)(2); or~~

~~2. The contract does not require approval as identified in SMC 3.31.050(B) or (C).~~

Section 2. Section 3.31.060 of the SeaTac Municipal Code is hereby amended to read as follows:

3.31.060 Purchasing Procedures for Supplies, Equipment, Non-Professional Services, and Information Services.

A. This Section applies to purchases of supplies, equipment, non-professional services and Information Services. This Section does not apply to the purchase of supplies or services that are considered to constitute a public work (which is addressed in SMC 3.31.090), contracting for professional services (which is addressed in SMC 3.31.070), or the contracting of architectural, engineering, or design services (which is addressed in SMC 3.31.080).

B. Purchases that do not exceed \$5,000 may be entered into through direct negotiation. Advertisement and competitive bidding is not required, although every effort shall be made to receive the best price possible.

C. For purchases exceeding \$5,000, but less than ~~\$3550,000~~, at least three quotations shall be obtained. Quotations may be obtained by telephone or in writing (which includes electronic communications such as fax and email), and quotations shall be recorded and available for public inspection. Advertisement is not required. The purchase shall be made from the responsible vendor providing the lowest quotation. When three quotations cannot be obtained, the City ~~Council-Manager~~ shall be so notified at the time that the purchase is submitted for approval in accordance with SMC 3.31.050.

D. For purchases exceeding ~~\$3550,000~~, but less than ~~\$200300,000~~, formal competitive bids shall be obtained. Bids do not need to be sealed, but shall be in writing (which includes electronic communications such as fax and email). The competitive bidding procedures set forth in SMC 3.31.100 shall be followed.

E. For purchases exceeding ~~\$200300,000~~, competitive sealed bids shall be obtained. The competitive bidding procedures set forth in SMC 3.31.100 shall be followed.

F. RCW 39.30.045 allows for the purchase of any supplies or equipment at auctions rather than through competitive bidding, if the items can be obtained at a competitive price. Purchases of supplies or equipment may be acquired at auction, subject to the provisions of RCW 39.30.045, so long as the City Council has authorized the expenditure of funds for the particular purchase as required in SMC 3.31.050.

G. RCW 39.33.010 allows for the purchase of surplus property from other governmental agencies. Surplus property may be acquired from other governmental agencies, subject to the provisions of RCW 39.33.010, so long as the City Council has authorized the expenditure of funds for the particular purchase as required in SMC 3.31.050.

H. RCW 39.04.080 authorizes one public agency to contract with another public agency to perform any function which each agency is authorized by law to perform itself. Contracts with another public agency are authorized, subject to the provisions of RCW 39.04.080 so long as the City Council has authorized the expenditure of funds for said contract as required in SMC 3.31.050.

Section 3. Section 3.31.090 of the SeaTac Municipal Code is hereby amended to read as follows:

3.31.090 Procedures for Public Works.

A. This Section applies to contracts for public works. This Section does not apply to the contracting for Architectural, Engineering, and Design Services (which is addressed in SMC 3.31.080), purchase of supplies, equipment, non-professional services and information services (which is addressed in SMC 3.31.060), or the contracting for professional services (which is addressed in SMC 3.31.070). This Section is not intended to conflict with State law.

B. As defined in RCW 39.04.010, public works include (but are not limited to) all work, construction, alteration, repair, or improvement (other than ordinary maintenance, engineering analysis, and design and other professional services) executed at the City's cost, or which is by law a lien or charge on any property therein.

C. Pursuant to RCW 35.22.620, the cost of a public works project is the costs of materials, supplies, equipment, and labor on the construction of that project.

D. For public works projects ~~totaling \$200,000 or less~~, the Purchasing Agent may use the Small Works Roster procedures when applicable, as established by Council Resolution.

E. Public works projects shall be awarded by use of competitive sealed bidding as provided in SMC 3.31.100 if the Small Works Roster procedures are not used.

F. The City is required by RCW 39.12.040 to require contractors to pay prevailing wages on all public works contracts. A "Statement of Intent to Pay Prevailing Wages" must be received from a contractor prior to the start of any construction, and an "Affidavit of Wages Paid" must be received following final acceptance of the work.

G. RCW 39.08.010 mandates that the City require a performance bond for every public works contract. The performance bond shall be received by the City within seven calendar days of contract execution or prior to the start of any construction, whichever is earlier. The bond shall also be executed by a surety company authorized to do business in Washington State, in an amount equal to 100% of the price specified in the contract.

1. For contracts of \$35,000 or less, the City may retain 50% of the contract for 30 days after final acceptance, or until receipt of all necessary releases from the Department of Revenue and Department of Labor & Industries, and settlement of any liens filed under

RCW 60.28 (whichever is later), in lieu of a performance bond. This requirement is at the option of the contractor.

2. For contracts being awarded under the limited small works roster process provided under RCW 39.04.155(3), the payment and performance bond requirements of RCW 39.08 may be waived.

H. In order for a bid to be considered responsive for public works contracts valued at over \$1,000,000, every bidder must submit (either with their bid or within one hour of the bid submittal time) the names of all subcontractors that will be used for heating, ventilation and air conditioning, plumbing, and electrical work, pursuant to RCW 39.30.060.

Section 4. Section 3.31.100 of the SeaTac Municipal Code is hereby amended to read as follows:

3.31.100 Competitive Bidding Procedures for Public Works Projects.

A. Public Notice. While State law does not contain any detailed requirements for public notice, good business practice calls for using a notification process that will reach the most contractors and allow enough time for responsive bids to be prepared. At a minimum, notice shall be published in the City's official newspaper at least twice, and each publication shall be a minimum of five (5) days apart. Furthermore, the first notice shall be published at least thirteen days prior to the last date upon which bids will be received, and the second notice shall occur at least seven days prior to the last date upon which bids will be received. In addition to publication in the City's official newspaper, public works projects ~~in excess of \$200,000~~ that exceed the maximum dollar amount for utilization of the Small Works Roster must also be advertised in the Daily Journal of Commerce in the same manner as the City's official newspaper.

B. Submittal of Bids. Bids will be submitted as specified in the invitation for bid by the appointed date and time listed in the invitation. All bids must be filled out in ink or be typewritten and must be properly signed by an authorized representative of the vendor. All changes and/or erasures shall be initialed in ink. Unsigned bids shall be rejected. Each bid will be date and time stamped as it is received, and late bids will not be accepted. If a bid is a sealed bid, all qualified bids will be opened and read aloud publicly at the appointed time.

C. Cancellation. An invitation for bids may be cancelled.

D. Award. The contract will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria included in the invitation for bids.

E. No City representative shall inform a vendor of the terms or amount of any other vendor's bid for the same project prior to the bid opening date and time. Once bids have been submitted (and opened, if the bids are sealed), the City may not negotiate with bidders. The contract must be awarded to the lowest responsive and responsible bidder, or else the City Council may choose to reject all bids by Council action.

F. A written record shall be made of each bid on a project and of any conditions imposed on the bid. Immediately after an award is made, the bids shall be recorded, open to public inspection, and available by telephone inquiry.

G. The original bid responses shall be filed with the City Clerk within 14 days of the date bids were due, and will be retained for review and audit as required.

H. Bid Security. In general, bid security is optional. However, bid security shall be required for all competitive bidding of public works projects valued in excess of ~~\$200,000~~ the maximum dollar amount allowed for utilization of the Small Works Roster. Security shall be in the form of a bond with a value of 5% of the amount of the bid, provided by a surety company that is authorized to do business in Washington State, or the equivalent in cash or certified check. When the invitation for bids requires submittal of bid security, noncompliance will result in rejection of the bid. If a bidder is permitted to withdraw a bid before award, its bid security shall be returned.

I. Non-Collusion Affidavit. Each bidder may be required to warrant that their bid is genuine, and that they have not entered into collusion with other bidders, by submitting with their bid an executed and notarized affidavit.

Section 5. Section 3.31.190 of the SeaTac Municipal Code is hereby amended to read as follows:

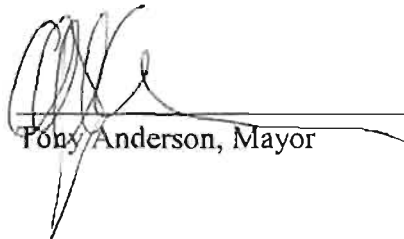
3.31.190 Acceptance of Grants, Lease or Rental of City Facilities and Contracts for which City Receives Payment.

The City Manager or designee, on behalf of the City, is granted the authority to accept grants, lease or rent City facilities, or let any contract in which the City receives either monetary or nonmonetary payment for material, equipment, services, or supplies under such terms and conditions the City Manager deems is in the best interest of the City and does not interfere with public use; provided, that annual payment to the City for any such lease, rental agreement, or contract is less than ~~thirty-five thousand dollars (\$35,000)~~ in value. However, ~~leases, rental agreements, or contracts in which annual payment to the City exceeds five thousand dollars (\$5,000) but less than thirty-five thousand dollars (\$35,000) shall be reported to the City Council for approval by motion prior to execution.~~

Section 6. This Ordinance shall be in full force and effect five days after passage and publication as required by law.

ADOPTED this 10th day of April, 2012, and signed in authentication thereof on this 10th day of April, 2012.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:

Kristina Gregg
Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo
Mary Mirante Bartolo, City Attorney

[Effective Date: 6/11/12 ;

[2012 Purchasing Code Update]

ORDINANCE NO. 12-1006

AN ORDINANCE of the City Council of the City of SeaTac, Washington, related to employment agreements for City Department Head level positions.

WHEREAS, it is appropriate to allow the City Manager to execute employment agreements for Department Head level positions, which may include severance pay consideration for employees who are hired into “at-will” positions in the City;

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

Section 1. For Department Head level positions, the City Manager is authorized to negotiate and sign employment agreements with individuals who are employed “at-will” to serve at the pleasure of the City Manager. These employment agreements may include severance pay for separations of employment without just cause.

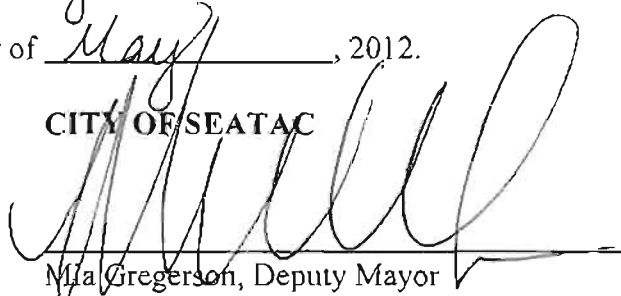
Section 2. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 3. This Ordinance shall be in full force and effect five (5) days after passage and publication as provided by law.

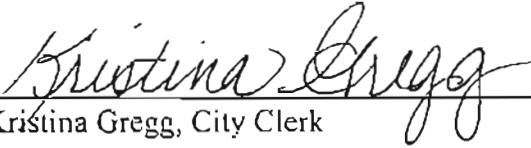
Section 4. This Ordinance shall not be codified.

ADOPTED this 8th day of May, 2012, and signed in authentication thereof on this 8th day of May, 2012.

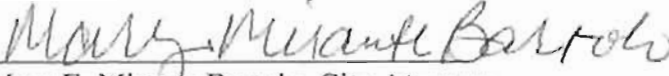
CITY OF SEATAC


Mia Gregerson, Deputy Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: 5-19-2012]

[~~Director Positions—Employment Agreements~~]

ORDINANCE NO. 12-1007

AN ORDINANCE of the City Council of the City of SeaTac, Washington adding a new Section 2.45.365 to the SeaTac Municipal Code prohibiting the use of all tobacco products in City parks and establishing a penalty.

WHEREAS, the City Council finds that it is appropriate to prohibit the use of all tobacco products in City Parks;

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

Section 1. A new Section 2.45.365 of the SeaTac Municipal Code is created to read as follows:

2.45.365 Tobacco Products in City Parks prohibited.

A. It is a civil infraction, with a monetary penalty of twenty-five dollars (\$25.00), including statutory assessments, for any person to smoke, light, or use cigars, cigarettes, tobacco products, or other smoking material in a park area.

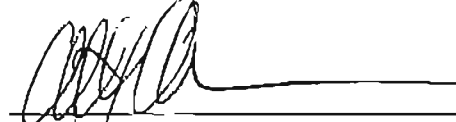
B. The City Manager is authorized to post signs in park areas that advise members of the public that smoking in park areas is prohibited.

C. The provisions of this Section do not apply to the following City Parks: Grandview Park, Des Moines Creek Park, Boy Scout Park, and Bow Lake Park.

Section 2. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this 22nd day of May, 2012, and signed in authentication thereof on this 22nd day of May, 2012.

CITY OF SEATAC



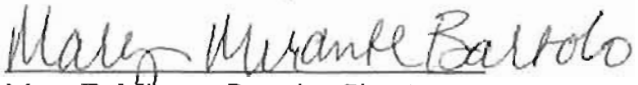
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 6/2/12]

[Smoking in Parks Prohibited]

ORDINANCE NO. 12-1008

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2012 Annual Budget and authorizing the City Manager to execute a Letter of Engagement with Pacifica Law Group for the preparation of legal documents for the establishment of the Seattle Southside Tourism Promotion Area and Tourism Development Authority.

WHEREAS, the SeaTac City Council has reviewed Agenda Bill #3433, submitted by the Community and Economic Development Department; and

WHEREAS, the City's 2012 Annual Budget includes a line-item for Cooperative Tourism Promotion within Fund 107, the Hotel/Motel Tax Fund; and

WHEREAS, it is now proposed that additional funding be directed toward the establishment of a Tourism Promotion Area and Tourism Development Authority as allowed by State Statute; and

WHEREAS, an amendment to the City's 2012 Annual City Budget is necessary to provide additional appropriation authority to pay for legal costs not previously identified; and

WHEREAS, the additional appropriation will utilize Hotel/Motel Tax Revenues;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,

WASHINGTON, DO ORDAIN as follows:


Section 1. The 2012 Annual City Budget shall be amended to increase expenditures by \$20,000.00 in the Hotel/Motel tax Fund #107.

Section 2. The City Manager is authorized to sign a Letter of Engagement with Pacifica Law group in substantially similar form as attached hereto as Exhibit A, for the preparation of legal documents for the establishment of the Seattle Southside Tourism Promotion Area and Tourism Development Authority.

Section 3. This Ordinance shall not be codified, and shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this 26th day of June, 2012, and signed in authentication thereof
on this 26th day of June, 2012.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 07/07/12]

[Tourism Promotion Area]

DRAFT

B. Gerald Johnson
gerry.johnson@pacificallawgroup.com

_____, 2012

Mr. Todd Cutts
City Manager
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188

Re: Legal Representation for Southside Tourism Matters

Dear Mr. Cutts:

As I believe Katherine Kertzman and Jeff Robinson discussed with you, we have been asked to assist in the formation and implementation of the Southside Tourism Promotion Area and the formation of the Seattle Southside Tourism Development Authority (“SSTDA”) and related matters (collectively, the “Project”). We appreciate the opportunity to support the City of SeaTac (“SeaTac”), the City of Tukwila, and the City of Des Moines in this Project. As explained, we have concluded that, although Katherine will be our principal contact for this Project in her capacity as Executive Director of Seattle Southside Visitor Services (“SSVS”), the formal engagement of our firm is properly with SeaTac as the entity that will most likely charter the SSTDA to facilitate the Project. Consequently, this engagement letter is directed to you. This letter will also apply to any additional matters that we undertake at SeaTac’s request, unless otherwise specified in a separate engagement letter addressing that matter.

The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and paralegals involved. Deanna Gregory and I will have primary oversight for Pacifica Law Group’s representation of SeaTac with respect to this Project, but we assign other firm lawyers and paralegals when necessary, beneficial or cost-effective and when desirable to meet the time constraints of the matter. My hourly rate for this work will be \$475 and Deanna Gregory’s hourly rate will be \$275. These rates reflect the discount off standard rates we customarily offer public sector clients. As we discussed with Katherine and Jeff, we will cap our total fees (exclusive of costs) for preparation of initial documentation for SeaTac and the participating cities involved in the Project at \$20,000. Within that fixed fee, we will complete working drafts of the following documents: (1) Interlocal Agreement; (2) SSTDA Charter and Bylaws; (3) SSTDA – City of Tukwila Support Services Agreement; and (4) model ordinance to be adopted by participating cities. We will open two matters for this Project: “Initial Documentation” that will include work subject to the fee cap and “SSTDA Startup Services” for other work outside the scope of the fee cap. Disbursements will be charged per the

attached schedule of standard charges. Billing rates may be adjusted not more frequently than annually, usually on January 1. Services performed after the effective date of the new rates will be charged at the new applicable rates. We issue invoices for our fees and disbursements on a monthly basis. These invoices include detail that most of our clients find sufficient, but please let me know at any time if more detailed information is needed on our invoices. You can reach me at the office at 206.245.1700 and Deanna can be reached at 206.245.1716.

As lawyers, we are of course regulated by ethical rules, including rules governing conflicts of interest, in the jurisdictions in which we practice. Based on our review of our records, the representation of SeaTac on this initial matter does not create a conflict of interest for Pacifica Law Group.

Please let me know immediately if there are other adverse or potentially adverse party names to check, or other names that you believe we should check. If you learn about significant name changes of any of the entities or about additional adverse or potentially adverse parties, please advise us so our records can be updated. Our representation of SeaTac does not include acting as counsel for any entity in which SeaTac holds equity or any subsidiary, affiliate, equityholder, employee, family member or other person unless such additional representation is separately and clearly undertaken by us.

Pacifica Law Group represents many other companies, individuals and government agencies ("clients"). During the time we are representing SeaTac we may be asked to represent:

- (1) other present or future clients in transactions, litigation or other disputes adverse to SeaTac that are not substantially related to our representation of SeaTac; and/or
- (2) in matters not substantially related to our work for SeaTac, parties who have interests adverse to SeaTac in matters we are handling for SeaTac.

We request SeaTac's consent to allow Pacifica Law Group to undertake such future representations without the need to obtain any further or separate approval from SeaTac, as long as those matters are not substantially related to matters in which Pacifica Law Group is representing, or has represented, SeaTac. Your signature below constitutes SeaTac's consent to such representation. We agree not to use any proprietary or other confidential nonpublic information concerning SeaTac acquired by us as a result of our representation of SeaTac to SeaTac's material disadvantage in connection with any litigation or other matter in which we are adverse to SeaTac.

During our representation of you, there may from time to time be issues that raise questions as to our duties under the rules of professional conduct that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise we would seek the advice of our Professional Standards Counsel, Loss Prevention partners

or Professional Standards Conflicts Attorneys who are experts in such matters. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been judicial decisions indicating that under some circumstances such conversations involve a conflict of interest between the client and Pacifica Law Group and that our consultation with Pacifica Law Group's counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with Pacifica Law Group's counsel.

We believe that it is in our client's interests, as well as Pacifica Law Group's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of SeaTac, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel (either Pacifica Law Group's internal counsel or, if we choose, outside counsel) we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege that Pacifica Law Group may have to protect the confidentiality of our communications with counsel.

This letter confirms the terms and conditions on which Pacifica Law Group LLP will provide legal services to SeaTac for the implementation of the Project and the creation of a public development authority for tourism promotion. Unless otherwise agreed in writing, the terms of this letter will also apply to any additional matters that we undertake at SeaTac's request. If this letter correctly sets forth our understanding, please sign and date a copy of this letter and promptly return it to me. If you have any questions about this letter or generally about our services or bills, please call me at any time. We look forward to working with you and thank you for placing your confidence in Pacifica Law Group.

Sincerely yours,

PACIFICA LAW GROUP LLP

B. Gerald Johnson

BGJ:lmj

cc: Katherine Kertzman

Enclosure: Schedule of Standard Charges

Mr. Todd Cutts
_____, 2012
Page 4

ACCEPTED AND AGREED:

CITY OF SEATAC

Todd Cutts, City Manager

Date: _____

PACIFICA LAW GROUP LLP

2012 SCHEDULE OF STANDARD CHARGES

DESCRIPTION OF CHARGE: =====	STANDARD CHARGE =====	UNIT BASIS =====
Photocopying/Image Printing	\$0.15	Each copy
Color Copying/Printing	\$1.00	Each copy

Legal Research: The Firm pays for Lexis and Westlaw under monthly fixed fee contracts. The actual, monthly fixed fee is allocated to all users of the database each month, and client charges for such usage are directly proportional to the actual research conducted on their behalf.

Long Distance Telephone Calls: The charge for long distance calls is based on the actual time length of the call placed at rates that reasonably approximate our costs.

Secretarial Overtime: As required by client specific circumstances, secretarial overtime will be charged at the Firm's average hourly rate for secretarial overtime.

The following are examples of items that will be charged at their out-of-pocket cost to Pacifica Law Group:


Courier (Federal Express, UPS, etc.)

Business Meals

Off-site Storage Retrieval



MEMORANDUM

To: Mayor and City Council
Through: Todd Cutts, City Manager
From: Jeff Robinson, Economic Development Manager 
Date: June 8, 2012
Re: Tourism Promotion Area – Overview and Implementation

ISSUE

Hoteliere in southwest King County are preparing to initiate the formation of a Tourism Promotion Area (“TPA”) by petitioning the legislative bodies of Tukwila, SeaTac and Des Moines pursuant to legislation passed in 2009. Formation of a TPA would permit qualifying hotels to impose up to a \$2.00 per room, per night surcharge within the participating municipalities. The surcharge is not a tax, but a self-imposed special assessment that would be dedicated to funding tourism promotion within the TPA area. An overview of tourism promotion areas in Washington are attached as **Attachment 1**.

The intent of this memorandum is to provide information about TPAs in Washington, inform the Council on the proposed TPA, and to request that the Council give direction to the SeaTac City Manager and staff to work with the other participating cities and Seattle Southside Visitor Services (“SSVS”) staff to begin the formation and implementation of the Seattle Southside Tourism Promotion Area and the formation of the Seattle Southside Tourism Development Authority (“SSTDA”).

This memorandum also requests that the Council amend the 2012 budget in the amount of \$20K and direct the City Manager to execute a “Letter of Engagement” with Pacifica Law Group LLP (PLG) to assist in the formation and implementation of the Southside Tourism Promotion Area and the formation of the SSTDA and related matters (collectively, the “Project”). The formal engagement of PLG is properly with the City of SeaTac as the City that will most likely charter the SSTDA to facilitate the Project.

BACKGROUND

The City of Tukwila currently administers Seattle Southside Visitors Service, a \$1.2 million tourism promotion program. SSVS is funded by lodging taxes imposed and collected within the cities of Tukwila, SeaTac, Kent, and Des Moines and remitted to SSVS in exchange for tourism promotion services. Staffing at SSVS is provided by the City of Tukwila.

In 2010, hoteliers attending the SeaTac Hotel Motel Advisory Committee approached Jeff Robinson, Economic Development Manager of the City of SeaTac, and Katherine Kertzman, Executive Director of Seattle Southside Visitor Services, with the idea of forming a TPA for Seattle Southside to generate additional revenue for tourism promotion. The initiative is not intended to supplant lodging taxes currently funding the SSVS program, but to provide an additional revenue stream to keep the program competitive with other Destination Marketing Organizations in Washington State, bring more visitors to the area, bolster hotel occupancy, protect current jobs, create new jobs, increase business at restaurants and retail stores, and increase patronage at arts, cultural and sporting venues in an ever increasingly competitive marketplace.

Depending on the rate of the assessment, the proposed TPA is projected to provide approximately \$2.5 million of additional revenue for tourism promotion each year. The amount of revenue raised depends on the classifications used, occupancy rates at lodging businesses and any exceptions the hoteliers recommend in the initiation petition. For example, if a classification is chosen under which only properties with 61 or more rooms would be subject to the surcharge, minus four exceptions (the surcharge would not be imposed on rooms (a) where the occupant has stayed 30 or more days, (b) that are provided by a ratepayer to guests without charge for promotional purposes, (c) that are available exclusively to members or guests of members of a private member-owned club or its reciprocal clubs or (d) that are airline crew contract room nights as is done in other TPAs around the state), the proposed TPA would include 39 hotel properties located within city limits of the City of Tukwila, City of SeaTac and City of Des Moines and raise an estimated \$2.5 million per year.

TPA special assessment revenue may only be used to fund tourism promotion. Tourism promotion activities within the proposed TPA are expected to include:

- advertising, sales and marketing services (strategic planning, market research, creative development, media placement, sales activities, hosting tourism industry events relating to promotion and marketing, etc.), and administrative and management support for such services.
- New regional sales and marketing efforts could focus on items such as:
 - ◆ small to mid-sized meetings & events
 - ◆ multi-property meetings & events
 - ◆ Canadian market development
 - ◆ packaging with direct sales opportunities
 - ◆ niche markets including urban, adventure, cultural, sports, incentive and geotourism
 - ◆ group tour product development

- ◆ FAM tours for targeted customers
- ◆ public relation programs including press/travel writer tours and coverage
- ◆ sporting event marketing enhancement

The TPA proposal raised a number of organizational questions, and consequently SSVS staff and hoteliers reviewed a number of options for implementing and managing this potential new revenue source. The entrepreneurial nature of tourism promotion programs requires the active participation of members of the hospitality industry, the multiple revenue streams derived from taxes, donations, TPA assessment revenue and elsewhere require coordination, and the mix of public and private funding and staffing requires oversight and accountability. The options investigated by hoteliers and SSVS staff include whether the TPA should be a stand-alone entity, whether it should be administered by SSVS or one of the participating cities (e.g. as a city program), or whether the current SSVS structure should be replaced by a new entity to receive the two separate dedicated revenue sources (lodging taxes and TPA special assessment funds) and provide tourism related services currently provided by SSVS. SSVS staff and hoteliers considered formation of a 501(c) (3) corporation, a 501(c) (6) corporation, and a public development authority formed under chapter 35.21 RCW.

In addition SSVS staff and hoteliers explored various options for how TPA special assessments could be collected and distributed. Under chapter 35.101 RCW, special assessments are collected by the lodging businesses from hotel guests, and remitted to the Department of Revenue. The State Treasurer then remits the funds on a monthly basis to the legislative authority or authorities on whose behalf the funds were collected. The charts and materials attached as **Attachment 2** summarize the options considered.

ANALYSIS

Hoteliers are highly supportive of forming a TPA and anxious to begin the process. Furthermore, they clearly prefer that the TPA be managed and implemented through a public development authority created pursuant to an interlocal agreement with public oversight but active, private sector participation. The public development authority model optimizes the scale and efficiency of tourist promotion; encourages participation by hoteliers and other advocates; and provides for proper and effective oversight of public funds.

A draft petition and talking points summarizing the proposed TPA and the public development authority supported by the hoteliers are attached as **Attachment 3**. The draft petition and talking points are provided for informational purposes only – at this time a petition has not been executed by qualified lodging businesses as potential TPA ratepayers desire to review the working drafts of the following documents prior to executing the petition: (1) Interlocal Agreement; (2) SSTDA Charter and Bylaws; (3) SSTDA – City of Tukwila Support Services Agreement; (4) model ordinance to be adopted by participating cities; and (5) TPA Initiation Petition with summary points. SSVS and City staff will work with PLG on drafting these initial

documents which, with respect to documents (1) through (4), will require subsequent Council approval.

RECOMMENDATION

Informational only; Discussion of TPA and PDA will be scheduled for June 12, 2012 Council Study Session

ATTACHMENTS

Attachment 1 – Overview of Tourism Promotion Areas in Washington

Attachment 2 – TPA Revenue Options

Attachment 3 – Draft Petition and Talking Points

Attachment 4 – Letter of Engagement

ATTACHMENT 1

OVERVIEW OF TOURISM PROMOTION AREAS IN WASHINGTON

HISTORY OF TOURISM PROMOTION AREAS

Engrossed Substitute Senate Bill No. 6026, passed in 2003 and codified as chapter 35.101 RCW (the "Act"), authorizes certain jurisdictions to establish tourism promotion areas ("TPA") for the purpose of imposing special assessments on lodging businesses to fund tourism promotion.

Initially, there was no authority for establishing a TPA in a county with a population smaller than 40,000 or greater than one million (such as King County). In 2009, the Legislature amended the Act to permit cities and towns located in counties with populations greater than 40,000 to form TPAs; provided, however, TPAs formed in any county with a population of one million or more must be formed by two or more jurisdictions acting jointly under an interlocal agreement created under chapter 39.34 RCW. Thus, the City of Tukwila (the "City") cannot independently form a TPA. If the City desires to tap into this revenue stream, it must work with another jurisdiction located in King County.

Eight TPAs have been formed in Washington State, and one is in the formation process. There are no TPAs in King County. See the attached chart for information on the current TPAs.

HOW THE SPECIAL ASSESSMENTS ARE IMPOSED AND COLLECTED

Legislative authorities establishing a TPA may impose a charge on lodging of up to \$2.00 per room, per night. The charge is not a tax on the sale of lodging - it is a self-imposed special assessment collected by lodging businesses from guests in hotels within the participating municipalities. "Lodging businesses" are defined in the Act as commercial lodging businesses with 40 or more lodging units.

The legislative authorities may create up to six classifications upon which to impose the charge. Classifications may be based on the number of rooms, room revenue, or location within the area, and each classification may have its own special assessment rate.

Special assessments are collected by the lodging businesses from hotel guests, and remitted to the Department of Revenue for deposit into a Local Tourism Promotion Account held by the State Treasurer. The Treasurer remits the funds on a monthly basis to the legislative authority on whose behalf the funds were collected.

HOW THE SPECIAL ASSESSMENTS ARE USED

Revenues generated by the special assessment may only be used to fund tourism promotion. "Tourism promotion" is defined as activities and expenditures designed to increase tourism and convention business, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists, and operating tourism destination marketing organizations.

The legislative authorities imposing the special assessment have sole discretion as to how the revenue derived from the assessment is to be used to promote tourism. An advisory board or commission may be appointed to make recommendations. Additionally, participating municipalities may contract with tourism destination marketing organizations or other entities with expertise on tourism promotion to administer the operation of the TPA.

HOW TPAs ARE FORMED

Although TPAs are formed by the legislative authorities of the participating municipalities after holding a public hearing, they must first have support from hoteliers within the proposed area.

STEP 1: PETITION. The formation process can begin only after hoteliers present an initiation petition to the legislative authorities in the proposed TPA area. The petition must include:

- A description of the boundaries of the TPA;
- The proposed uses and projects to which the proposed revenue from the charge shall be put and the total estimated costs;
- The estimated rate(s) for the special assessments, with a proposed breakdown of classifications, if any; and
- The signatures of the persons who operate lodging businesses in the proposed area who would pay 60% or more of the proposed special assessments.

STEP 2: RESOLUTION OF INTENT AND PUBLIC HEARING. After receipt of the petition, each legislative authority in the proposed TPA must adopt a resolution of intent to establish the TPA and hold a public hearing.

The resolution of intent must state:

- The time and place of the public hearing,
- The description of the boundaries in the proposed TPA,
- The proposed uses and projects of the special assessments and the total estimated costs, and
- The estimated rate(s) for the special assessments, with a proposed breakdown of classifications, if any.

At least 10 days prior to the public hearing, the resolution must be published in a newspaper of general circulation in the city or county in which the TPA is to be established, and must be mailed to each lodging business in the proposed area.

At the hearing, members of the public and lodging businesses will have the opportunity to give testimony for or against formation of the proposed TPA. If protests are received by the lodging businesses in the area which would pay a majority of the proposed charges, the hearing will stop and the TPA will not be formed.

STEP 3: ORDINANCE AND AGREEMENT WITH DEPARTMENT OF REVENUE. After the public hearing, the legislative authority may consider an ordinance establishing the TPA. The ordinance must state:

- The number, date, and title of the resolution of intention pursuant to which it was adopted,

- The time and place of the public hearing,
- The description of the boundaries of the TPA,
- The estimated rate(s) for the special assessments, with a proposed breakdown of classifications, if any,
- A statement that the TPA has been established; and
- The uses to which the revenue shall be put, which must be consistent with the uses set forth in the resolution of intention.

The legislative authorities must also enter into an agreement with the Department of Revenue for the administration and collection of the special assessments at least seventy-five days prior to the effective date of the ordinance imposing the special assessment.

HOW TO DISESTABLISH A TOURISM PROMOTION AREA

A TPA may be disestablished only upon official action of the legislative authorities that established the TPA. The legislative authorities must adopt an ordinance calling for the disestablishment after holding a public hearing and adopting a resolution of intent. The Act does not explicitly require a petition to disestablish to be received prior to initiating such proceedings.

TPAs IN THE STATE OF WASHINGTON OVERVIEW OF TOURISM PROMOTION AREAS IN WASHINGTON

TPAs SPONSORED BY	YEAR FORMED	APPROXIMATE ANNUAL REVENUES	PURPOSES	COMMISSION	MANAGEMENT
Spokane County and Cities of Spokane, Spokane Valley and Unincorporated Spokane County	2003	\$1.7M	All uses and projects as specified in the Spokane County TPA budget; sales and marketing of convention and trade shows; marketing of Spokane County to the travel industry; and marketing of Spokane County to recruit major sporting events.	Spokane Hotel and Motel Commission comprised of 8 TPA voting ratepayers.	County Commissioners contract with the TPA fund manager for services which is the Spokane Convention and Visitor's Bureau (501 c (6)) and the Spokane Regional Sports Foundation (501 c (3) of the SCVB).
Cities of Kennewick, Richland, Pasco	2003	\$1M	Tourism promotion and sport event marketing.	Tri-Cities Convention and Visitor Bureau Board of Directors.	All expenditures from such fund are paid to the Tri-Cities Convention and Visitor's Bureau (501 c (6)) solely for the purpose of tourism promotion.
Unincorporated Clark County and the City of Vancouver	2004	\$1.7M	Tourism promotion, convention and tradeshows and sport event marketing.	Vancouver USA Convention and Visitor Bureau Board of Directors.	The Vancouver USA Convention and Visitors Bureau (501 c (6)) have sole discretion on how the TPA money is expended on tourism promotion through convention center sales.
Pierce County and the Cities of Tacoma,	2010	\$1.2M	To increase tourism business in Pierce County with an emphasis on overnight visitors	Tourism Promotion Area Hotel Commission comprised of 11 Pierce County Lodging	County manages an annual TPA funding application process that is available only

TPAs SPONSORED BY	YEAR FORMED	APPROXIMATE ANNUAL REVENUES	PURPOSES	COMMISSION	MANAGEMENT
Puyallup, Lakewood, DuPont, Fife, Gig Harbor, Sumner, and the Unincorporated areas of Pierce County.			by financially supporting destination marketing organizations that implement county-wide tourism marketing programs. TPA funds can be allocated to "new" targeted sales and marketing programs including: smaller meetings & events; multi-property meetings & events; niche markets including geotourism; partnering with national and international tour companies to add Pierce County product to itineraries; tours for targeted customers; aggressive PR programs including press/travel writer tours and coverage; sporting event marketing enhancement.	Association ratepayers who are nominated by the PCL Association and approved by the County Executive and County Council.	to Countywide DMOs (combination of governmental entities, 501 c (3) and 501 c (6)).
The City of Yakima and Unincorporated Yakima County	2004	\$1.6M	The funding of all activities and expenditures designed to increase tourism promotion and convention business within the Yakima County TPA as specified in the Yakima County tourism promotion area budget; marketing of convention business that benefits local tourism and results in increased convention	A seven-member Yakima hotel and motel commission comprised of five voting members representing the TPA lodging ratepayers and two nonvoting members, all appointed by the City of Yakima city council for the purpose of advising the city council on the expenditure of tourism promotion charge	A service contract exist between the City of Yakima and the Yakima Valley Visitors & Convention Bureau (501 c (6)) for management of the Yakima Convention Center (which is owned by the City of Yakima); the Yakima Visitor Center and gift shop and the promotion of the City of Yakima and unincorporated

TPAs SPONSORED BY	YEAR FORMED	APPROXIMATE ANNUAL REVENUES	PURPOSES	COMMISSION	MANAGEMENT
			business within the TPA; marketing to the travel industry in order to benefit local tourism and result in overnight stays within the TPA; and marketing to recruit major sporting events in order to promote local tourism resulting in overnight stays within the TPA.	revenues by the Yakima County tourism promotion area that fund tourism promotion in Yakima County.	Yakima County using lodging tax funds and TPA funds for the purpose of tourism promotion.
City of Union Gap	2011	\$40,000 to \$80,000	Advertising campaigns; Public relations campaigns; and, group tour, leisure, and sports tourism sales and marketing.	Union Gap Lodging Tax Advisory Committee.	Independent Contractor to the City of Union Gap.
Snohomish County and the Cities of Arlington, Bothell, Edmonds, Everett, Lynnwood, Marysville, Monroe, Mountlake Terrace, Mukilteo, and Unincorporated Snohomish	2011	\$1M	Tourism Promotion, convention, travel trade and Sports Event Marketing	Snohomish County Tourism Promotion Advisory Board is a 14 member board whose members are nominated by the Snohomish County Lodging Association and approved by the County Executive and County Council. Representation includes an equal distribution of lodging and non-lodging representatives from each of the 5 Council districts and 4 at-large representatives who may also represent the hotel	Snohomish County Convention Bureau (501 c (6)) contracts with the County for tourism promotion services including lodging tax funds and TPA funds and are developing a new dept. within the SCCVB to manage sport event marketing.

TPAs SPONSORED BY	YEAR FORMED	APPROXIMATE ANNUAL REVENUES	PURPOSES	COMMISSION	MANAGEMENT
County				industry.	
City of Wenatchee	2007	None at this time	The general promotion of tourism that benefits the lodging businesses and local tourism specified in the tourism promotion area business plan adopted annually; marketing of convention and trade shows; marketing of the tourism promotion area community to the travel industry; and marketing of the tourism promotion area community to recruit sporting events.	A tourism promotion area advisory committee is appointed by the city council of the city of Wenatchee to advise the city council on the expenditure of the tourism promotion area revenues to fund tourism promotion. The committee shall be nominated by the Wenatchee hotel/motel association, and consist of seven members of which four members must be operators or employees of lodging businesses within the tourism promotion area, two members must be officials of the city of Wenatchee, and one member must be an operator or employee of a tourism-related activity within the tourism promotion area, but shall not be an operator or employee of a lodging business within the tourism promotion area nor an official of the city of Wenatchee.	Wenatchee City Council manages the TPA funds that are then reviewed every three years by public comment to determine its continued efficacy and desirability amongst the lodging businesses affected by the tourism promotion area.
Thurston County,	pending	\$400,000 to \$900,000	General promotion of tourism, specific marketing to	7-members hotel, motel ratepayer commission who	The County would act as the fiscal agent but it is anticipated

TPAS SPONSORED BY	YEAR FORMED	APPROXIMATE ANNUAL REVENUES	PURPOSES	COMMISSION	MANAGEMENT
Tumwater, Lacey, Olympia and Yelm			convention and tradeshow, travel trade industry and sport event marketing.	would make recommendations to the County on the expenditures of the funds.	the County would in turn contract with the Olympia, Tumwater, Lacey Convention and Visitors Bureau (501 c (6)) to complete the work of the TPA.

ATTACHMENT 2

TPA REVENUE OPTIONS

SSVS staff explored various options for receiving and distributing the TPA special assessments. Under chapter 35.101 RCW, special assessments are collected by the lodging businesses from hotel guests, and remitted to the Department of Revenue for deposit into a Local Tourism Promotion Account held by the State Treasurer. The Treasurer remits the funds on a monthly basis to the legislative authority on whose behalf the funds were collected. The following charts and materials explore the options currently being considered.

Option	Pro	Con
<p>Option 1.</p> <p>Funds remitted to and used by the individual cities participating in the TPA</p>	<ul style="list-style-type: none"> • Straightforward process • Each city contracts individually with DOR • Maximum oversight over use of TPA funds 	<ul style="list-style-type: none"> • No centralized regional program • Tourism promotion program is not coordinated among the participating entities • Not an efficient use of city staff time and resources • Duplicative • Limited influence by hotel and tourism community on use of funds • Limited ability to leverage TPA funds with other public and private dollars
<p>Option 2.</p> <p>Funds remitted to (a) one city (if permitted by DOR), or (b) each city and then redirected to one city for TPA program management and</p>	<ul style="list-style-type: none"> • Straightforward process • More opportunities for coordinating priorities, program and uses • High oversight over use of TPA funds 	<ul style="list-style-type: none"> • Not an efficient use of city staff time and resources • Limited influence by hotel and tourism community on use of funds • Limited ability to leverage TPA funds with other public and private dollars • Managed by one participating entity – not equal partners

use for tourism promotion		
<p>Option 3.</p> <p>Funds remitted to (a) Tukwila (on behalf of SSVS) (if permitted by DOR), or (b) each city and then redirected to Tukwila to be managed by SSVS</p>	<ul style="list-style-type: none"> • Straightforward process • Takes advantage of current relationships and structure • Efficient; SSVS is successful and effective • Leverages TPA special assessment revenue with existing lodging tax revenue. Can be pooled together for increased tourism promotion 	<ul style="list-style-type: none"> • Requires amendments to current interlocal agreements; or new agreements to document relationship • Managed by one participating entity – not equal partners – SSVS is a Tukwila program and not a stand-alone entity
<p>Option 4.</p> <p>Funds remitted to (a) the Public Development Authority (if permitted by DOR), or (b) each city and then redirected to the Public Development Authority</p>	<ul style="list-style-type: none"> • Straightforward process • Oversight of TPA funds outlined in the PDA's charter and organizational documents • Encourages expertise, entrepreneurial nature of tourism promotion • Increases opportunities to leverage TPA funds with other public and private dollars 	<ul style="list-style-type: none"> • No centralized program • Disconnect between activities of SSVS and the PDA • Duplicative • Does not efficiently leverage current lodging tax revenues going to SSVS with new TPA special assessment revenue stream • Staffing, management and operational requirements – would need to hire qualified employees
<p>Option 5.</p> <p>Public Development Authority is created (a) to receive lodging tax revenues currently remitted to SSVS and TPA special assessment</p>	<ul style="list-style-type: none"> • Straightforward process • Oversight of TPA funds outlined in the PDA's charter and organizational documents • Promotes partnership among cities – each city will have voice on PDA Board of Directors and oversight of use of funds • Encourages expertise, entrepreneurial nature of tourism promotion • Takes advantage of current relationships and structure 	<ul style="list-style-type: none"> • Documentation will need to be drafted and approved by all cities involved • Discussions with DOR are necessary to see if DOR will remit TPA revenue directly to the PDA, or if each city will need to redirect the funds

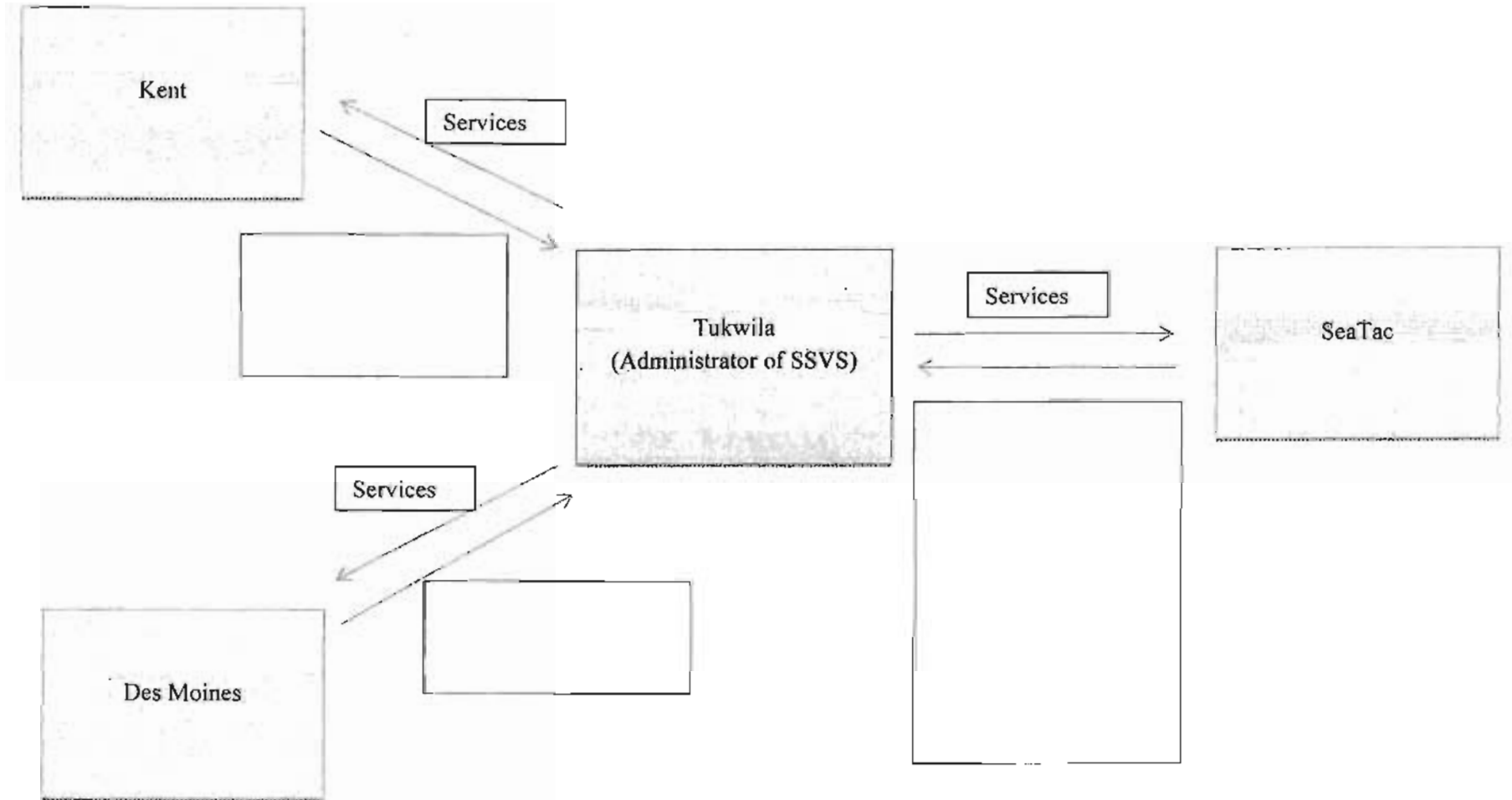
<p>revenues, and (b) to provide tourism related services currently provided by SSVS</p> <p>(Note – the attached diagrams illustrate the current SSVS funding structure and the proposed structure described in this option)</p>	<ul style="list-style-type: none">• Leverages TPA special assessment revenue with existing lodging tax revenue. Can be pooled together for increased tourism promotion• Efficient use of highly qualified staff and resources• Provides autonomy with balanced municipal oversight• Supported by hoteliers and SSVS staff	
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CURRENT SSVS AGREEMENTS

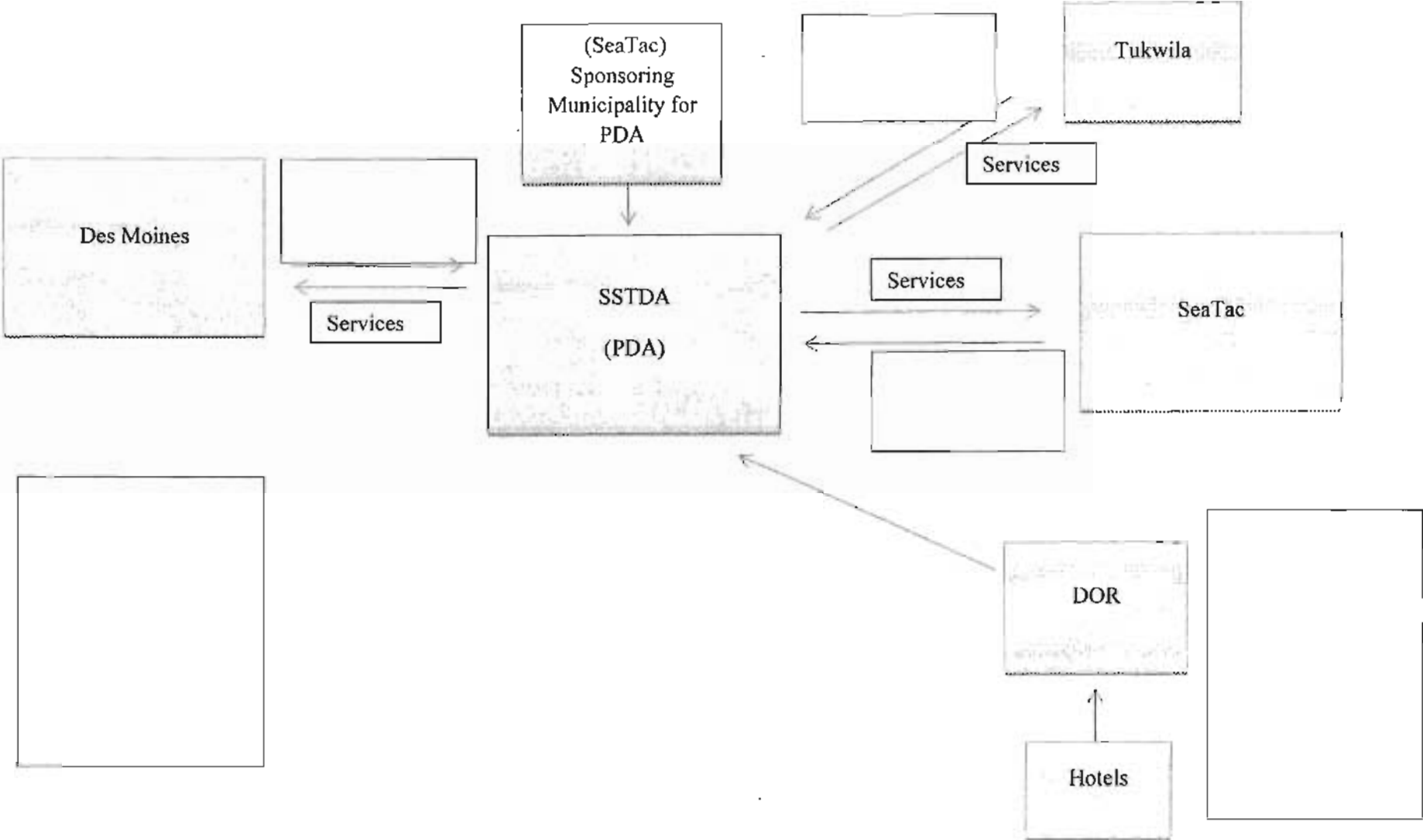
The following diagrams illustrate the current SSVS funding structure and the proposed structure described in option 5 above. Currently, lodging taxes are directed to the City of Tukwila (as administrator of SSVS) in exchange for tourism promotion services pursuant to the following agreements:

NAME	PARTIES	DATE
Interlocal Agreement for Tourism and Marketing Services Between the City of Tukwila and City of SeaTac	Tukwila and SeaTac	January 31, 2002
Interlocal Agreement for Tourism and Marketing Services Between Seattle Southside Visitor Services and City of Kent	SSVS (executed by Tukwila as Administrator of SSVS) and Kent	Effective January 1, 2008
Interlocal Agreement for Tourism and Marketing Services Between City of Tukwila and City of Des Moines	Tukwila and Des Moines	Effective January 1, 2009

CURRENT SSVS REVENUE AND SERVICE STRUCTURE



PROPOSED REVENUE AND SERVICE STRUCTURE: SEATTLE SOUTHSIDE TOURISM DEVELOPMENT AUTHORITY



ATTACHMENT 3

DRAFT PETITION AND TALKING POINTS

The following draft petition and related talking points have been prepared by hoteliers in the Cities of SeaTac, Tukwila, Des Moines and SSVS. The hoteliers are very supportive of the PDA structure for managing the TPA. The following is being provided for informational and background purposes only – at this time the petition has not been executed by qualified lodging businesses in SeaTac, Tukwila or Des Moines.

INITIATION PETITION TO ESTABLISH A SEATTLE SOUTHSIDE TOURISM PROMOTION AREA

WHEREAS, in 2003 the State Legislature of the State of Washington recognized the importance of tourism promotion in the State of Washington and passed Engrossed Substitute Senate Bill 6026 codified at chapter 35.101 RCW (the “Act”) which authorized the establishment of a Tourism Promotion Area to impose lodging charges to fund tourism promotion as defined therein; and

WHEREAS, the lodging businesses (as defined in RCW 35.101.010 and referred to herein as “Lodging Businesses”) within the City of SeaTac desire now to present an Initiation Petition seeking to have the City Council of the City of SeaTac establish a Tourism Promotion Area pursuant to the terms of the Act to be referred to as the “Seattle Southside Tourism Promotion Area” (or the “SSTPA”); and

WHEREAS, pursuant to the Act, the Initiative Petition submitted to the City Council of the City of SeaTac must contain the following:

1. A description of the boundaries of the proposed SSTPA;
2. The proposed uses and projects to which the proposed revenue from the charge on the furnishing of lodging imposed pursuant to RCW 35.101.050 (the “Special Lodging Assessments”) should be dedicated and the total estimated costs of such uses and projects; and

3. The estimated rate for the Special Lodging Assessments to be levied on Lodging Businesses in various zones within the SSTPA with a proposed breakdown by class of Lodging Business if such classification is to be used; and
4. The signatures of the persons who operate Lodging Businesses in the proposed SSTPA who would pay sixty percent or more of the proposed Special Lodging Assessment.

WHEREAS, similar Initiation Petitions have been submitted to the cities of SeaTac, Kent and Des Moines, Washington (together with the City of SeaTac, the "SSTPA Cities") for the purpose creating the SSTPA by an Interlocal Agreement between the SSTPA Cities as authorized by law; providing for a Joint Commission for the recommendation of the use of revenues generated by the Special Lodging Assessment; and contracting the services of a SSTPA Manager for the overall purpose of creating unified promotion for tourism and convention business for the Seattle Southside area.

NOW, THEREFORE, the Lodging Businesses located within the City of SeaTac do hereby petition the City Council of the City of SeaTac as follows:

1. The boundaries of the Tourism Promotion Area formed pursuant to the Act (referred to herein as the "Seattle Southside Tourism Promotion Area" or the "SSTPA") shall include the jurisdictional boundaries of the Cities of SeaTac and the jurisdictional boundaries of the, City of Tukwila, Kent, and Des Moines, Washington.
2. The revenue from the Special Lodging Assessments collected from the operators of Lodging Businesses within the SSTPA shall be dedicated to the following uses and projects:
 - a. The general promotion of tourism within the SSTPA as specified in the SSTPA business plan to be adopted annually.
 - b. The marketing of convention, conferences and trade shows that benefit local tourism and the Lodging Business in the SSTPA;
 - c. The marketing of the Seattle Southside area to the traveling public in order to benefit the local tourism industry and Lodging Businesses in the SSTPA;
 - d. The marketing of the Seattle Southside area to recruit sporting, athletic, recreational, entertainment, performing arts and cultural events in order to benefit tourism and the in the SSTPA, and for the purpose of increasing overnight visitor stays within the Seattle Southside region.
 - e. Providing marketing and event assistance for qualifying non-profit events that represent a substantial likelihood of benefiting tourism and

lodging businesses in the SSTPA, and for the purpose of increasing overnight visitor stays within the Seattle Southside region.

For the purpose of this Initiation Petition, the terminology "Seattle Southside area" shall mean the area including the incorporated areas of the cities of SeaTac, Tukwila, and Des Moines.

3. The total estimated costs of such uses and projects are as follows:
The Seattle Southside Visitor Services estimates that, on an annual basis, the revenue from the Special Lodging Assessments collected from the operators of Lodging Businesses within the SSTPA shall be between \$1.5M and \$2.5M. This amount will vary from year to year depending upon the fluctuating occupancy rates of Lodging Businesses in the SSTPA.
4. The proposed rates of the Special Lodging Assessment to be imposed in support of the functions of the Tourism Promotion Area accepts that the surcharge would not be imposed on rooms (a) where the occupant has stayed 30 or more days, (b) that are provided by a ratepayer to guests without charge for promotional purposes, (c) available exclusively to members or guests of members of a private member-owned club or its reciprocal clubs or (d) airline crew contract rooms night as is done in other tourism promotion areas around the state and are as follows:

The Special Lodging Assessment to be imposed on the operators of those Lodging Businesses with 61 or more lodging rooms is as follows:

Classification A:	\$ 2.00 per room/day TBD
*Classification B:	\$ 0.00 per room/day
Classification C:	\$ 0.00 per room/day

*Non-qualifying Lodging Businesses.

Classification A: 61 or more hotel rooms

Classification B: 40-60 hotel rooms

Classification C: Other lodging properties, non-hotel

5. The revenue from the Special Lodging Assessments collected from the operators of Lodging Businesses within the SSTPA shall have an SSTPA Advisory Board comprised of a mix of ratepayers from each participating municipality proportionate to the number of hotel rooms per City
6. At any time from the effective date of the ordinance establishing the SSTPA pursuant to RCW 35.101.080, the operators of eligible Lodging Businesses

which paid over fifty percent (50%) of the "Special Lodging Assessments" imposed within the SSTPA during the preceding calendar year may file a petition with the City of SeaTac City Council requesting that the City Council adopt a resolution of intention to disestablish or modify the SSTPA per RCW 35.100.140.

7. It is the intent of the petitioning Seattle Southside hotel community that the cities contract program management of the SSTPA funds with Seattle Southside Visitor Services or other entity or public corporation charged with developing and implementing the SSTPA. The program manager will report to the SSTPA Advisory Board.
8. This initiative is not intended to supplant lodging taxes currently funding Seattle Southside Visitor Services. These additional funds are intended to keep the program competitive with other Destination Marketing Organizations in our state, bring more visitors to the Seattle Southside area, bolster hotel occupancy, protect current jobs, create new jobs, increase business at restaurants and retail stores, and increase patronage at arts, cultural and sporting venues in an ever increasingly competitive marketplace.

This Initiation Petition is hereby presented by the following persons who operate Lodging Businesses in the proposed Seattle Southside Tourism Promotion Area and will pay sixty percent (60%) or more of the proposed Special Lodging Assessments.

Hotel Name:

Date:

Signature: _____

Hotel Name:

Date:

Signature: _____

Hotel Name:

Date:

Signature: _____

Hotel Name:

Date:

Signature: _____

Hotel Name:

Date:

Signature: _____

Hotel Name:

Date:

Signature: _____

**OVERVIEW OF THE
SEATTLE SOUTHSIDE TOURISM PROMOTION AREA (THE “SSTPA”)
AND THE FORMATION OF THE
SEATTLE SOUTHSIDE TOURISM DEVELOPMENT AUTHORITY (“SSTDA”)**

Current Structure:

- Seattle Southside Visitor Services (“SSVS”), a tourism promotion program administered by the City of Tukwila, serves the cities of SeaTac, Kent and Des Moines pursuant to separate interlocal agreements
- SSVS is funded by lodging taxes (“Lodging Taxes”) imposed and collected within the cities of Tukwila, SeaTac, Kent and Des Moines and remitted to SSVS in exchange for tourism promotion services
- The amount of Lodging Tax revenue remitted to SSVS by each participating city is determined by the applicable interlocal agreement
- Current staff of SSVS are Tukwila employees

Proposed Structure:

- *Summary - The proposed structure involves replacing the existing interlocal agreements with a new interlocal agreement (the “ILA”) among the cities of SeaTac, Tukwila, and Des Moines (the “Participating Cities”), redirecting (but not increasing) the current Lodging Tax revenues, forming a tourism promotion area, and forming a public development authority to receive these two revenue sources and provide tourism related services currently provided by SSVS*
- The purpose of the new ILA is to
 - Direct Lodging Tax revenues (which will remain at current levels) to a newly created public development authority (see below)
 - Form the Seattle Southside Tourism Promotion Area (the “SSTPA”) under chapter 35.101 RCW. The jurisdictional boundaries of the SSTPA will be the incorporated boundaries of the Participating Cities
 - Impose a lodging charge on the furnishing of lodging under RCW 35.101.050 in an amount of not to exceed \$2.00 per night of stay (the “Special Lodging Assessment”)*

* Note that the City of Des Moines is expected to be a party to the ILA but will not impose a Special Lodging Assessment until it meets the requirements of chapter 35.101 RCW.

- Request that the Department of Revenue remit Special Lodging Assessment revenue directly to the newly created public development authority (see below), and require that each Participating City direct any Special Lodging Assessment revenue received by such city to the public development authority
 - The previous interlocal agreements will terminate only upon the effective date of the new ILA
- A Participating City, currently anticipated to be the City of SeaTac, will charter a public development authority under chapter 35.21 RCW named the Seattle Southside Tourism Development Authority (the "SSTDA"). SSTDA will be a separate legal entity formed for the purpose of receiving and managing Lodging Tax and Special Lodging Assessment revenue and providing tourism promotion services currently provided by SSVS
- The SSTDA will be governed by a Board of Directors. It is currently anticipated that the Board will consist of nine members – three appointed by the City of SeaTac, two appointed by the City of Tukwila, one appointed by the City of Des Moines, and three appointed by the then current Board Members. Board Members will generally be representative of the hospitality industry and may be drawn from existing advisory committees
- Staff for SSTDA will be provided by the City of Tukwila under the terms of a support services agreement between SSTDA and the City of Tukwila
- The ILA will provide that each Participating City shall defend, indemnify and save one another harmless from any and all claims arising out of the performance of the ILA and the SSTDA, except to the extent that the harm complained of arises from the sole negligence of one of the Participating Cities. Any loss or liability resulting from the negligent acts errors or omissions of the Board of Directors, staff, or employees of the SSTDA, while acting within the scope of their authority shall be borne by the SSTDA exclusively

Process for Implementation:

- After receiving initiation petitions calling for the creation of a tourism promotion area, each City Council will consider a resolution of intention to establish a tourism promotion area, hold a public hearing and consider an ordinance establishing the SSTPA (the "Authorizing Ordinance")
- The Authorizing Ordinance will
 - Include the requirements of RCW 35.101.080
 - Approve the ILA and the formation of the SSTDA by the City of SeaTac
- The City Council for the City of SeaTac will also approve an ordinance chartering the SSTDA and approving a Charter and By-laws
- The ILA will become effective after the authorizing ordinances are effective in accordance with the individual city codes and the document is either filed or posted as required by chapter 39.34 RCW

ATTACHMENT 4

LETTER OF ENGAGEMENT
(ATTACHED)

DRAFT

B. Gerald Johnson
gerry.johnson@pacificallawgroup.com

_____, 2012

Mr. Todd Cutts
City Manager
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188

Re: Legal Representation for Southside Tourism Matters

Dear Mr. Cutts:

As I believe Katherine Kertzman and Jeff Robinson discussed with you, we have been asked to assist in the formation and implementation of the Southside Tourism Promotion Area and the formation of the Seattle Southside Tourism Development Authority (“SSTDA”) and related matters (collectively, the “Project”). We appreciate the opportunity to support the City of SeaTac (“SeaTac”), the City of Tukwila, and the City of Des Moines in this Project. As explained, we have concluded that, although Katherine will be our principal contact for this Project in her capacity as Executive Director of Seattle Southside Visitor Services (“SSVS”), the formal engagement of our firm is properly with SeaTac as the entity that will most likely charter the SSTDA to facilitate the Project. Consequently, this engagement letter is directed to you. This letter will also apply to any additional matters that we undertake at SeaTac’s request, unless otherwise specified in a separate engagement letter addressing that matter.

The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and paralegals involved. Deanna Gregory and I will have primary oversight for Pacifica Law Group’s representation of SeaTac with respect to this Project, but we assign other firm lawyers and paralegals when necessary, beneficial or cost-effective and when desirable to meet the time constraints of the matter. My hourly rate for this work will be \$475 and Deanna Gregory’s hourly rate will be \$275. These rates reflect the discount off standard rates we customarily offer public sector clients. As we discussed with Katherine and Jeff, we will cap our total fees (exclusive of costs) for preparation of initial documentation for SeaTac and the participating cities involved in the Project at \$20,000. Within that fixed fee, we will complete working drafts of the following documents: (1) Interlocal Agreement; (2) SSTDA Charter and Bylaws; (3) SSTDA – City of Tukwila Support Services Agreement; and (4) model ordinance to be adopted by participating cities. We will open two matters for this Project: “Initial Documentation” that will include work subject to the fee cap and “SSTDA Startup Services” for other work outside the scope of the fee cap. Disbursements will be charged per the

attached schedule of standard charges. Billing rates may be adjusted not more frequently than annually, usually on January 1. Services performed after the effective date of the new rates will be charged at the new applicable rates. We issue invoices for our fees and disbursements on a monthly basis. These invoices include detail that most of our clients find sufficient, but please let me know at any time if more detailed information is needed on our invoices. You can reach me at the office at 206.245.1700 and Deanna can be reached at 206.245.1716.

As lawyers, we are of course regulated by ethical rules, including rules governing conflicts of interest, in the jurisdictions in which we practice. Based on our review of our records, the representation of SeaTac on this initial matter does not create a conflict of interest for Pacifica Law Group.

Please let me know immediately if there are other adverse or potentially adverse party names to check, or other names that you believe we should check. If you learn about significant name changes of any of the entities or about additional adverse or potentially adverse parties, please advise us so our records can be updated. Our representation of SeaTac does not include acting as counsel for any entity in which SeaTac holds equity or any subsidiary, affiliate, equityholder, employee, family member or other person unless such additional representation is separately and clearly undertaken by us.

Pacifica Law Group represents many other companies, individuals and government agencies ("clients"). During the time we are representing SeaTac we may be asked to represent:

- (1) other present or future clients in transactions, litigation or other disputes adverse to SeaTac that are not substantially related to our representation of SeaTac; and/or
- (2) in matters not substantially related to our work for SeaTac, parties who have interests adverse to SeaTac in matters we are handling for SeaTac.

We request SeaTac's consent to allow Pacifica Law Group to undertake such future representations without the need to obtain any further or separate approval from SeaTac, as long as those matters are not substantially related to matters in which Pacifica Law Group is representing, or has represented, SeaTac. Your signature below constitutes SeaTac's consent to such representation. We agree not to use any proprietary or other confidential nonpublic information concerning SeaTac acquired by us as a result of our representation of SeaTac to SeaTac's material disadvantage in connection with any litigation or other matter in which we are adverse to SeaTac.

During our representation of you, there may from time to time be issues that raise questions as to our duties under the rules of professional conduct that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise we would seek the advice of our Professional Standards Counsel, Loss Prevention partners

or Professional Standards Conflicts Attorneys who are experts in such matters. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been judicial decisions indicating that under some circumstances such conversations involve a conflict of interest between the client and Pacifica Law Group and that our consultation with Pacifica Law Group's counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with Pacifica Law Group's counsel.

We believe that it is in our client's interests, as well as Pacifica Law Group's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of SeaTac, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel (either Pacifica Law Group's internal counsel or, if we choose, outside counsel) we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege that Pacifica Law Group may have to protect the confidentiality of our communications with counsel.

This letter confirms the terms and conditions on which Pacifica Law Group LLP will provide legal services to SeaTac for the implementation of the Project and the creation of a public development authority for tourism promotion. Unless otherwise agreed in writing, the terms of this letter will also apply to any additional matters that we undertake at SeaTac's request. If this letter correctly sets forth our understanding, please sign and date a copy of this letter and promptly return it to me. If you have any questions about this letter or generally about our services or bills, please call me at any time. We look forward to working with you and thank you for placing your confidence in Pacifica Law Group.

Sincerely yours,

PACIFICA LAW GROUP LLP

B. Gerald Johnson

BGJ:lmj

cc: Katherine Kertzman

Enclosure: Schedule of Standard Charges

Mr. Todd Cutts
_____, 2012
Page 4

ACCEPTED AND AGREED:

CITY OF SEATAC

Todd Cutts, City Manager

Date: _____

PACIFICA LAW GROUP LLP

2012 SCHEDULE OF STANDARD CHARGES

DESCRIPTION OF CHARGE: =====	STANDARD CHARGE =====	UNIT BASIS =====
Photocopying/Image Printing	\$0.15	Each copy
Color Copying/Printing	\$1.00	Each copy

Legal Research: The Firm pays for Lexis and Westlaw under monthly fixed fee contracts. The actual, monthly fixed fee is allocated to all users of the database each month, and client charges for such usage are directly proportional to the actual research conducted on their behalf.

Long Distance Telephone Calls: The charge for long distance calls is based on the actual time length of the call placed at rates that reasonably approximate our costs.

Secretarial Overtime: As required by client specific circumstances, secretarial overtime will be charged at the Firm's average hourly rate for secretarial overtime.

The following are examples of items that will be charged at their out-of-pocket cost to Pacifica Law Group:

Courier (Federal Express, UPS, etc.)

Business Meals

Off-site Storage Retrieval

ORDINANCE NO. 12-1009

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending the 2012 Budget to include unexpended carry forward budget appropriation from 2011 for projects continuing into 2012.

WHEREAS, the City Council wishes to amend the 2012 appropriation budget adopted by Ordinance 11-1018 to include carry forward adjustments from the unexpended 2011 budget

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

Section 1. This Ordinance amends the City's 2012 annual appropriation budget of \$54,876,604 to increase in the amount of appropriation by \$1,600,600, which is the unexpended 2011 budget being carried forward into 2012 for the items and purposes indentified in Exhibit A.

The amended 2012 Annual Budget for the City of SeaTac, covering the period from January 1, 2012, through December 31, 2012, is hereby adopted with amended total appropriations in the amount of \$56,477,204.

Section 2. The amended budget sets forth totals of estimated appropriations for each separate fund, and the aggregate totals for all such funds. The said amended budget appropriation, in summary by fund and aggregate total of the City of SeaTac are as follows:

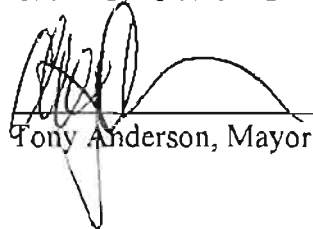
<u>Fund Number</u>	<u>Fund Name</u>	<u>Appropriations</u>
001	General	\$ 30,295,576
102	Street	4,724,011
103	Contingency Reserve	-0-
105	Port ILA	924,500
106	Transit Planning	64,123
107	Hotel/Motel Tax	1,153,618 <u>\$1,183,618</u>
108	Building Management	1,590,879
110	Building Repair/Replacement	229,598
111	Des Moines Creek Basin ILA	567,300
204	Special Assessment Debt	212,805
205	LID Guarantee	35,000
206	2009 LTGO Refunding Bond	750,720
301	Municipal Capital Improvements	2,623,181 <u>\$2,633,981</u>
303	Fire Equipment Reserve	424,234

<u>Fund Number</u>	<u>Fund Name</u>	<u>Appropriations</u>
306	Municipal Facilities CIP	\$ 1,659,870
307	Transportation CIP	6,303,079 <u>\$7,806,079</u>
308	Light Rail Station Areas CIP	500,000
403	SWM Utility	1,904,859 <u>\$1,917,559</u>
406	SWM Construction	1,000
501	Equipment Rental	912,251 <u>\$956,351</u>
TOTAL ALL FUNDS		\$ 54,876,604 <u>\$56,477,204</u>

Section 2. This Ordinance shall be in full force and effect five days after passage and publication as required by law.

ADOPTED this 26th day of June, 2012, and signed in authentication thereof on this 26th day of June, 2012.

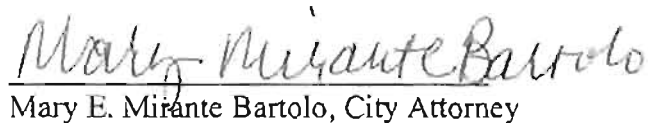
CITY OF SEATAC


 Tony Anderson, Mayor

ATTEST:


 Kristina Gregg, City Clerk

Approved as to Form:


 Mary E. Mirante Bartolo, City Attorney

[Effective Date: 7-7-12]

[2012 Budget Carry forward]

EXHIBIT A
(2011 to 2012 BUDGET Carry forward Summary)

<u>FUND #</u>	<u>Acct #</u>	Carry Fwd <u>Amount</u>	<u>Description</u>
107	107.000.03.557.30.41.135	\$30,000	Sports Complex continued into 2012
301	301.000.04.576.10.48.000	\$10,800	RC Track project continued into 2012
307	307.11.595.30.63.112	\$200,000	Design Work continued into 2012: Mil. Rd-S. 176th @ 166th
307	307.11.595.30.63.152	\$1,300,000	Construction continued into 2012: S. 154th St./24th to 32nd
307	307.11.595.61.63.183	\$3,000	Video Inspection of drainage system: South 138th St - 24th Ave S. to Mil Rd. S project
403	403.11.594.38.64.093	\$12,700	Citworks contract performance continued into 2012, payment delayed until completed
501	501.11.594.48.64.095	\$44,100	Vehicle purchase bid evaluation not completed until 2012
	Subtotal	<u>\$1,600,600</u>	

City Council Review/Actions:

Carry forward Budget process discussed at 5/22/12 City Council Study Session

Agenda Bill, Draft Ordinance reviewed at 6/12/12 City Council Study Session

Agenda Bill, Ordinance presented for approval at 6/26/12 City Council Regular Meeting

ORDINANCE NO. 12-1010

AN ORDINANCE of the City Council of the City of SeaTac, Washington establishing a Biennial Budget beginning January 1, 2013, for the 2013-2014 Budget Biennium.

WHEREAS, State Law, Chapter 35A.34 has provided that any city legislative body may by ordinance elect to have a two-year fiscal biennium budget in lieu of the annual budget which is otherwise provided for, and

WHEREAS, RCW 35A.34.040 provides that such ordinance must be adopted not later than June 30, 2012 in order to be effective January 1, 2013;

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

Section 1. There is hereby established a two-year biennium budget, for the City of SeaTac beginning January 1, 2013. The 2013-2014 Biennial Budget and all subsequent budgets shall be prepared, considered, and adopted under the provisions of this Ordinance and RCW 35A.34 which is hereby adopted by reference.


Section 2. Pursuant to RCW 35A.34.130, the City Council shall provide for a mid-biennial review and modification of the biennial budget that shall occur no sooner than eight months after the start of the fiscal biennium, nor later than the conclusion of the first year of the biennium. The City Manager shall prepare proposed budget modifications and shall provide for publication and notice of hearings consistent with publication of notices for adoption of other City ordinances. Such proposed modifications shall be a public record and available to the public. A public hearing shall be advertised at least once and shall be held at a City Council meeting no later than the first Monday in December and may be continued from time to time. At such a hearing or thereafter, the Council may consider a proposed ordinance to carry out such modifications, and such ordinance shall be subject to the other provisions of RCW 35A.34.

Section 3. This Ordinance shall be in full force and effect five days after passage and publication as required by law.

Section 4. This Ordinance shall not be codified.


ADOPTED this 26th day of June, 2012, and signed in authentication thereof on this 26th day of June, 2012.

CITY OF SEATAC



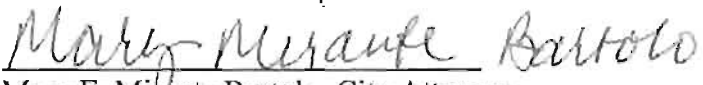
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 07/07/17]

[Establishing Biennial Budgets]



MEMORANDUM

To: City Council
Through: Todd Cutts, City Manager
From: Aaron Antin, Finance & Systems Director
Date: May 23, 2012
Re: Biennial Budgeting Process

The intent of this memo is to provide an overview of the biennial budgeting process for your consideration as we approach the upcoming budget process.

Per State Law RCW 35.34 (or 35A.34), a city that wishes to begin budgeting on a biennial basis for the 2013-2014 biennial budget period must pass an ordinance to that effect by June 30th, 2012. State law further specifies that cities must begin the first year of a biennial budget in an odd-numbered year. For the City of SeaTac, that would mean if the City elects not to begin a biennial budget process in 2013-2014, this option would not be available until 2015-2016. In addition, the law does allow a city that is using a biennial budget to revert back to an annual budget, by ordinance, at the end of a biennium.

Background:

In 1985, in consideration of the “lengthy and intense process” (RCW 35.34.010) associated with the adoption of the budget, the Washington State Legislature began permitting cities to adopt a two-year appropriation, commonly called a biennial budget. The following list contains the 32 cities in Washington State who all chose to adopt a 2011-2012 biennial budget:

Auburn	Hoquiam	Mill Creek	Sumner
Bainbridge Island	Kennewick	Mountlake Terrace	Tacoma
Battle Ground	Kirkland	Normandy Park	Tukwila
Bellevue	Lake Forest Park	Oak Harbor	Tumwater
Bonney Lake	Lakewood	Redmond	University Place
Bothell	Longview	Renton	Vancouver
Burien	Lynnwood	Sammamish	Walla Walla
Federal Way	Mercer Island	Steilacoom	Woodinville

Basis of Biennial Budgeting

The concept of a two-year appropriation is straightforward. Rather than a twelve-month window during which the appropriated funds can be legally spent, a biennium provides for a twenty-four month window. The two-year budget provides an opportunity to widen the planning horizon and allow more long-term thinking to be part of the financial plan that the budget represents.

However, there may also be concerns about spending portions of the budget earlier in the biennium than had been planned. Some of the concern about using a biennial approach are that staff may not discipline themselves adequately and may spend more of the budget than they should too early in the biennium. As a result, a number of cities choose to restrict access to the second year of the biennium. This restriction is often implemented through the actual ordinance adopting the biennial budget itself, such as adopting two, one-year budgets.

Calendar Requirements:

The calendar for the initial preparation of a biennial budget is almost identical to that of an annual budget. RCW 35.34.130 and RCW 35A.34.130 require that an ordinance be passed providing for a mid-biennial review and modification of the biennial budget. This must occur no sooner than eight months after the start (September 1) or later than the end of the first year of the biennium (December 31). The purpose of the review is to make adjustments to the budget, essentially a tune up, and is not intended to become another complete budget process in itself.

In reviewing several articles and research provided through MRSC, the following are a list of common reasons cited for using a biennial budget:

Saves Time. The most common reason for using a twenty-four month appropriation is the time savings in both budget development and approval process. This is true of staff time invested in preparing the budget as well as the time the City Council spends during the approval and adoption phases. While it does take more time to prepare a twenty-four month budget than one for the traditional twelve months, the additional time spent is not as significant as preparing two annual budgets. As a result, over the two-year period, there is a substantial time savings. This time savings allows staff and Council to focus on long-range strategic planning.

Longer Perspective. Another advantage for the use of a biennial budget is the longer perspective it gives the organization in its budgetary planning. Multi-year financial planning has been a recommended practice for a long time. A biennial budget extends the planning horizon of the official budget which can be good, but it can also introduce difficulties to the process related to forecasting as discussed below in the reasons against using a biennial budget.

Potential Improvement in Policy View. A variation on the “Longer Perspective” argument is the substantial time available to policy makers to strategically address financial issues. When budgeting every year, the focus is on how to balance each budget rather than on overall strategic planning. Finding the time to think strategically is often difficult. The biennium helps create this time and focus attention on future biennia, rather than just finding a way to balance revenues and expenditures.

Political Implications. Currently, an annual budget means that every other budget is developed in the context of elections for many of the policy makers. By design, the biennial budget is considered in non-election years, as the biennium must be started in odd-numbered years. Even if politics do not complicate the budget decision-making, the elections can take a significant amount of the policy maker’s time.

Reasons against Using a Biennial Budget

Some cities have tried biennial budgets and reverted back to annual budgets. Their reasons coincide with the arguments against using a biennial budget.

Loss of Control. One of the concerns expressed was a loss of control over budgeted expenditures. Loss of control was identified as a problem significant enough to lead some cities to revert back to an annual budget. In one of these situations, the city council felt it lacked adequate control over the budget and initiated the return to an annual budget.

Change in Leadership. In a few instances, a new finance director or new city manager did not want to use a biennial budget. The reasons stated were concern over the extended term of the forecasts and the potential for changes in economic conditions.

Difficulty in Forecasting. Another reason cited against the use of biennial budgets is the difficulty in estimating revenues and forecasting variable expenditures. Two-year budgets require that all the estimates and forecasts, which were already difficult enough to do for twelve months, now have to be done for a twenty-four month period. Forecasting sales taxes, medical benefit costs, changes in pay for staff, and many other variables in a budget can be tricky. It is *more* than twice as tricky for twice the period of time. Changes in the economy, in state and local laws, and other changes may further complicate the ability to develop accurate estimates for budget development.

Having personally operated in a biennial budget environment since the 2001-2002 biennium, I have found that a biennial process does save a significant amount of staff time. The non-budget development year is then utilized to improve long-term forecasting and modeling efforts, perform detailed cost of service studies, review fee structures, etc. that then create increased strategic planning capability and enhanced overall financial condition. To me, it is an opportunity to create value through process and resource efficiency and as such it at least deserves consideration. Thank you.

ORDINANCE NO. 12-1011

AN INTERIM ORDINANCE of the City Council of the City of SeaTac, Washington re-adopting a Moratorium on the establishment of Medical Cannabis Dispensaries and Collective Gardens; Defining "Medical Cannabis Dispensaries" and "Collective Gardens;" Establishing a Work Plan, Declaring an Emergency; and Establishing an Effective Date.

WHEREAS, on August 9, 2011, the City Council adopted Interim Ordinance 11-1015, establishing a moratorium on the establishment of Medical Cannabis Dispensaries and Collective Gardens; and

WHEREAS, the City Council re-adopted the moratorium for a period of six months on January 24, 2012 by adopting Interim Ordinance 12-1002; and

WHEREAS, the 2011 State Legislature's enactment of E2SSB 5073 ("the Act"), and the Governor's partial veto of said legislation, has created a conflict between State and Federal law; and

WHEREAS, the 2012 State Legislature did not take action to remedy the conflict between State and Federal law;

WHEREAS, the City Council deems it to be in the public interest to continue a zoning moratorium pending review of the law, and the City Council has conducted a public hearing prior to adoption of this Ordinance as required by law; and

WHEREAS, the City Council has determined that it needs additional time to conduct appropriate research to understand the effects of the Act and to analyze impacts and potential liabilities under Federal law;

WHEREAS, the City has developed a work plan to analyze potential changes to City zoning regulations that may be necessary to address changes in State law as a result of the Act;

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

Section 1. The moratorium originally established pursuant to Ordinance 11-1015, and extended pursuant to Ordinance 12-1002, is hereby enacted and extended for a time as set forth in Section 10 of this Ordinance, prohibiting in the City of SeaTac the establishment, location, operation, licensing, maintenance, or continuation of any medical cannabis collective garden or any medical marijuana dispensary, whether for profit or not for profit, asserted to be authorized or actually authorized under E2SSB 5073, Chapter 181, Laws of 2011, Chapter 69.51A RCW, or any other laws of the State of Washington. No building permit, occupancy permit, or other development permit or approval shall be issued for any of the purposes or activities listed above, and no business license shall be granted or accepted while this moratorium is in effect. Any land use approvals, business licenses or other permits for any of these operations that are issued as a result of error or by use of vague or deceptive descriptions during the moratorium are null and void, and without legal force or effect.

Section 2. A “Medical Cannabis Dispensary” means any business, agency, organization, cooperative, network, consultation operation, or other group, or person, no matter how described or defined, including its associated premises and equipment, which has for its purpose or which is used to grow, select, measure, package, label, deliver, sell, or otherwise transfer (for consideration or otherwise) cannabis for medical use. A person who is the designated provider for only one qualified patient during any 15 day period and who complies with Chapter 69.51A RCW, shall not be deemed a medical cannabis dispensary for the purposes of this moratorium.

Section 3. A “Medical Cannabis Collective Garden” is an area or garden where qualifying patients engage in the production, processing, transporting, and delivery of cannabis for medical use as set forth in the Act and subject to the limitations therein.

Section 4. Medical cannabis dispensaries and medical cannabis collective gardens as defined in this Ordinance are hereby designated as prohibited uses in the City of SeaTac and a moratorium related to these uses is hereby established. Furthermore, no business license shall be issued to any person or entity for a medical cannabis dispensary and/or a medical cannabis collective garden, which are hereby defined to be prohibited uses under the Ordinances of the City of SeaTac.

Section 5. Pursuant to RCW 36.70A.106, this interim Ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

Section 6. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 7. This Ordinance shall not be codified.

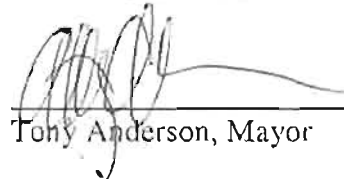
Section 8. The above "Whereas" clauses of this Ordinance constitute specific findings by the Council in support of passage of this Ordinance. In addition, the City Council adopts by reference its' findings of fact as set forth in Resolution 11-007, and Ordinances 11-1015 and 12-1002 in support of passage of this Ordinance.

Section 9. The City Manager and/or his designee is hereby authorized to follow the attached work plan, attached as Exhibit A hereto.

Section 10. The City Council declares that an emergency exists requiring passage of this Ordinance for the protection of public health, safety, welfare, and peace based on the Findings set forth in Section 8 above. This Ordinance shall take effect and be in full force immediately upon expiration of Ordinance 12-1002 and shall expire February 1, 2013 unless extended or repealed according to law.

ADOPTED this 24th day of July, 2012, and signed in authentication thereof on this 24th day of July, 2012.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: August 1, 2012]

[Re-adoption of Moratorium on Collective Gardens and Dispensaries]

Exhibit A

For reasons stated in the associated Ordinance, the City needs additional time for research to determine the appropriate regulatory framework for any new uses that are currently allowed, or may soon be allowed, under Washington law as it relates to Medical Marijuana in order to properly zone and draft development regulations related to this land use.

Therefore, the City has developed a work plan to analyze potential changes to city zoning regulations that may be necessary to address changes in State law, and bring any amendments to the SeaTac Municipal Code before the City Council for its consideration. The work plan is as follows:

- 1) Analyze other Washington Cities zoning regulations that pertain to the zoning of Medical Marijuana establishment;
- 2) Research State law and all applicable legal cases associated with the zoning and use of Medical Marijuana;
- 3) Research the growing trends and types of establishments where the Medical Marijuana use is conducted. For example, eateries providing Medical Marijuana through food, not just dispensing, and understand how the Health Department is addressing this issue;
- 4) Research State law and all applicable legal cases associated with the zoning and use of Medical Marijuana as it relates to adjoining or nearby uses. For example, federal law prohibits the production, processing, and dispensing of medical cannabis or medical cannabis products, and strict sentencing guidelines enhance the penalties for certain violations within 1,000 feet of school, and state law strictly enhances the penalties for violations of the Controlled Substances Act for violations within 1,000 feet of a school. Thorough research of both Federal and state laws is necessary prior to identifying proper locations for zoning this use.

ORDINANCE NO. 12-1012

AN ORDINANCE of the City Council of the City of SeaTac, Washington authorizing the execution of the 2012 through 2014 collective bargaining agreement between the City of SeaTac and the Washington State Council of County and City Employees American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #3830 and amending the City's 2012 Annual Budget.

WHEREAS, the Washington State Council of County and City Employees American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #3830 has been certified as the bargaining representative for the non-exempt professional, technical and administrative employees of the City of SeaTac; and

WHEREAS, the City's most current collective bargaining agreement with AFSCME, Local #3830 governing wages, hours and working conditions for the covered employees provides for a term which expired on December 31, 2011; and

WHEREAS, the City and the bargaining representatives have negotiated a successor agreement, effective from January 1, 2012 through December 31, 2014, which incorporates agreed provisions and terms; and

WHEREAS, the AFSCME, Local #3830 has ratified the tentative agreement;


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

Section 1. The collective bargaining agreement for 2012 through 2014 by and between the City of SeaTac and the Washington State Council of County and City Employees American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #3830, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference, is hereby approved, and the City Manager and Mayor are authorized to execute the same on behalf of the City.

Section 2. The 2012 Annual City Budget shall be amended to increase the expenditures by \$78,354 in the funds and amounts listed below:

<u>Fund/Fund Name</u>	<u>Amount of increased expenditure</u>
001/General	\$66,159
102/Street	\$ 5,184
307/Transportation Capital	\$ 3,274
403/Surface Water Management	\$ 3,737
TOTAL 2012 BUDGET ADJUSTMENT	\$78,354

ADOPTED this 11th day of September, 2012, and signed in authentication thereof on this 11th day of September, 2012.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 9/19/12]

[2012-2014 AFSCME Contract]

PROPOSED

AGREEMENT

By and Between

CITY OF SEATAC

AND

**Washington State Council of County and City
Employees American Federation of State,
County and Municipal Employees, AFL-CIO
Local 3830**

January 1, 2012 through December 31, 2014

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of SeaTac, (hereinafter referred to as City or Employer, interchangeably) and the Washington State Council of County and City Employees (WSCCCE), American Federation of State, County and Municipal Employees, AFL-CIO, Local 3830 (hereinafter referred to as Union).

It is the purpose of this document to set forth a mutual understanding between the City and the Union in regard to wages, hours and working conditions so as to promote efficient and uninterrupted performance of City functions. It is the City's responsibility to provide services that promote the health, safety and welfare of the public and employees through means that are cost-efficient, progressive, responsive, courteous, and productive. The City and the Union share a mutual interest in engaging in collaborative efforts to promote a labor relations environment that is conducive to achieving a high level of efficiency and productivity in all departments of City government, to encourage the safety and development of employees, to ensure the fair and equitable treatment of employees and to ensure prompt and fair settlement of grievances without interruption of or interference with the operation of the City. It is also intended that this document provide recognition for the rights and responsibilities of the City, Union and employees.

In accordance with Court General Rule 29 (GR 29), the Court maintains full control over the hiring, discipline and termination of all Court employees. For Court employees and Court operations, if the specific Articles of this Agreement relating to hours and working conditions make specific reference to the Court or Court employees, then this Agreement shall take control. For provisions of this Agreement regarding hours and working conditions of Court employees which do not specifically refer to the Court or Court employees, then the Court's policies and procedures related to those subjects shall supersede this Agreement.

ARTICLE 01 - RECOGNITION AND BARGAINING UNIT

- 01.01** Pursuant to RCW 41.56, the City recognizes the Union as the exclusive bargaining representative for the purpose of establishing wages, hours and conditions of employment, for all regular full-time employees and regular part-time employees whose positions are budgeted and whose classifications are listed in Attachment A, herein. A regular part-time position is an ongoing position scheduled to work twenty (20) or more hours per week.
- 01.02** The following employees will be excluded from the bargaining unit: all other represented employees of the City; all department managers, supervisors, and confidential employees as defined by PERC, and all employees classified as temporary who are needed to augment the workforce during absences, peak periods or emergent situations.

ARTICLE 02 - UNION SECURITY

- 02.01** Except as provided in Section 02.02 hereof, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union

in good standing, shall remain members in good standing in the Union. It also shall be a condition of employment that all newly hired employees covered by this Agreement on the thirtieth (30th) day following the beginning of such employment, shall become and remain members in good standing in the Union.

- 02.02** If an employee for bona fide religious tenets, as per R.C.W.41.56.122 (1), does not desire to be a member of the Union, one of the following shall apply.
- A. Pay each month a service charge equivalent to regular union dues to the Union.
 - B. Pay each month an amount of money equivalent to regular current union dues to the Union, who shall then transmit that amount to a non-religious charity that is agreeable to the Union and the employee.
- 02.03** Failure by an employee to abide by the above provisions shall constitute cause for discharge of such employee; provided that when an employee fails to fulfill the above obligation the Union shall provide the employee and the Employer with thirty (30) days notification of the Union's intent to request the Employer to initiate discharge action. During this period the employee may make restitution to the Union of the overdue amount.
- 02.04** Upon written authorization of the employee, the Employer agrees to deduct from the paycheck of each employee the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the WSCCCE on behalf of the employees with a list of the employees' names, salaries and individual amounts deducted.
- 1. Regular part-time employees whose normal work schedules are twenty (20) or more hours per week shall become and remain members of the Union in accordance with this article, and shall pay a pro-rated amount of dues. Employees whose normal work schedules are less than twenty (20) hours per week shall not be required to join or maintain union membership.
- 02.05 P.E.O.P.L.E. Check-off**
The employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the employer. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- 02.06** The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with provisions of this Article.
- 02.07** The Union agrees to refund to the City any amount paid to it in error as a result of compliance with this Article.
- 02.08** The City and the Union agree that this Article will be interpreted consistent with State and federal law.

ARTICLE 03 - UNION ACCESS

- 03.01** The employer agrees that non-employee officers and representatives of the Union shall have reasonable access to the premises of the employer during working hours with advance notice to the Human Resources Director, City Attorney or City Manager. Such visitations shall be for reasons related to the administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of employees. The employer reserves the right to designate a meeting place or to provide a representative to accompany a Union officer where operational requirements do not permit unlimited access.
- 03.02** The Employer shall permit the use of bulletin boards and electronic mail by the Union for the posting of official union notices such as: union elections and election results, meetings, minutes of meetings, recreational and social activities, and other information of general interest to the membership. The Union shall ensure that all such postings comply with applicable law and are not offensive.
- 03.03** With prior notice to the Human Resources Director or City Manager, the Employer shall grant employees (and may limit the number to two) who are local Union officials reasonable time off with pay to attend scheduled meetings with City Management for the purpose of administering this agreement. In addition, local Union officials may be granted reasonable time off with pay to investigate grievances and represent employees during grievances, disciplinary and/or discharge, investigations and proceedings.

ARTICLE 04 - MANAGEMENT RIGHTS

- 04.01** Subject to the provisions of this Agreement, the Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with applicable laws. The powers of authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.
- 04.02** The direction of its working force and operations are vested exclusively in the Employer. This shall include the right:
1. To determine its mission, policies, and to set forth all standards of service offered to the public;
 2. To operate and manage all staffing, facilities and equipment;
 3. To determine the methods, means, number of personnel needed to carry out the department's operations or services to be conducted by the department;
 4. To determine the utilization of technology;
 5. To contract out for goods and services, except for bargaining unit work performed on a regular and consistent basis;
 6. To hire, promote, transfer, assign, retain and layoff employees;
 7. To promulgate rules and regulations;
 8. To discipline, suspend, demote or discharge employees for just cause;
 9. To maintain the efficiency of the operation entrusted to the Employer; and
 10. To determine the manner in which such operations are to be conducted.

ARTICLE 05 - NON-DISCRIMINATION

The City and the Union shall not discriminate against employees of the City on the basis of their rights as a Union member, race, religion, creed, color, national origin, gender, sexual orientation, age, marital status, or any physical, sensory or mental disability, unless such characteristics are a bona fide occupational qualification. The City and the Union acknowledge their mutual support for equal employment opportunity and their commitment to abide by all governing non-discrimination statutes.

ARTICLE 06 - PERSONNEL FILES

- 06.01** The contents of the personnel files, including the personal photographs, shall be confidential and shall be restricted to the extent provided by law; provided that information contained in the personnel files may be released to any individuals or organizations upon written authorization of both the City and the employee.
- 06.02** The Human Resources Department shall be the central depositor for all official personnel records and files. All official personnel records shall be maintained by the Human Resources Department.
- 06.03** Employees shall be given a copy of any item or document upon its being placed into their personnel file.

ARTICLE 07 - NO STRIKE NO LOCKOUT

- 07.01** The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement neither the Union nor the employees covered by this Agreement shall cause, engage in or sanction any work stoppage, strike, slowdown or interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not institute any lock-out of its employees during the life of this Agreement.
- 07.02** The Union may sanction actions taken by other unions so long as such a sanction does not conflict with the provisions of Section 07.01.

ARTICLE 08 - DISCIPLINE AND DISCHARGE

- 08.01** The City shall not discipline or discharge any post-probationary employee without just cause. Any employee may choose to have a Union representative present at all meetings during which it is anticipated that disciplinary or discharge proceedings may take place.
- 08.02** The City agrees with the tenets of progressive and corrective discipline, where appropriate. Disciplinary action generally includes the following progressive steps:

1. Oral warning which shall be documented in writing;
2. Written reprimand;
3. Suspension or demotion; and
4. Discharge.

08.03 Any formal written reprimand in an employee's personnel file shall be removed, upon request of an employee after a period of two (2) years if no further discipline for the same or a similar offense has occurred. Oral warnings shall be documented in writing and placed into the employee's file. An oral warning shall be removed upon request of any employee after a period of one (1) year if no further discipline for the same or a similar offense has occurred. Employees requesting to remove a reprimand from their personnel file may make a written request to a member of the Human Resources staff. The Human Resources Director shall review the request and notify the employee in writing whether removal is appropriate per the terms of this Article.

Reprimand(s) removed from the employee's personnel file shall be stamped "ARCHIVE" and be filed in a separate "archive file" together with any and all documentation referencing the request to remove the disciplinary action which is being archived. The "archive file" shall be maintained by the Human Resources Department, and it shall be kept confidential to the extent allowable by law. The archived disciplinary notice(s) shall not be used in subsequent disciplinary action against the employee.

If the employee's request to remove the oral/written disciplinary document is denied, any and all documentation referencing the request to remove the disciplinary action will be destroyed.

ARTICLE 09 - LABOR MANAGEMENT MEETINGS

- 09.01** The Employer and the Union have established a Labor-Management Meeting process wherein the parties may meet periodically during the term of this Agreement to share information and to identify and resolve issues.
- 09.02** The Parties shall meet quarterly, however, meetings may be canceled upon mutual agreement if there are no agenda items submitted for review.
- 09.03** It is understood that any items discussed in the Labor Management Meetings shall not add to or alter the terms of this agreement. It is also understood that neither party to this agreement waives its right to negotiate any mandatory subject of bargaining.
- 09.04** The Union shall have three (3) employee representatives scheduled to attend labor management meetings. Additional members may be invited by mutual agreement of the parties if needed to assist with specific issues. The City shall have approximately the same number of members attend the labor management meetings.

ARTICLE 10 - GRIEVANCE PROCEDURES

10.01 Purpose

The purpose of this procedure is to provide an orderly method for resolving grievances.

A determined effort shall be made to settle any such differences at the lowest level in the Grievance Procedure.

10.02 Definition

For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Agreement. A grievant is defined as an employee or group of employees who are represented by the Union. Grievances shall be processed in accordance with the following procedures within the stated time limits. For the purposes of this article, the employer is defined as the City of SeaTac, which is represented by the City Manager, or designee, or the Presiding Judge, or designee, if the matter is applicable to hours and/or working conditions of the Municipal Court.

10.03 Pre-Grievance Resolution

By mutual written agreement between the Union and the Human Resources Director (and/or Court Administrator as applicable), the parties may agree to place a potential grievance issuance in abeyance and freeze the timelines to submit a grievance per Section 10.12 Time Limits in order to discuss and resolve matters at the lowest level possible prior to resorting to the formal grievance procedure outlined below.

10.04 Grievance Steps

Step One:

Within ten (10) working days of knowledge of the incident giving rise to the grievance, the Union or the grievant along with a Union representative shall submit the grievance in writing to the employee's immediate supervisor. The written grievance shall include the date of submission to this process, date of alleged violation, facts and circumstances related to the violation, the specific article(s) of this Agreement that was allegedly violated, and the remedy requested. Within ten (10) working days of receipt of the written grievance, the supervisor shall contact the Union representative to schedule a meeting. Such meeting may be waived by mutual agreement of the parties. The supervisor shall respond to the grievant and the Union President within ten (10) working days of the conclusion of the grievance meeting. If either the Union or the Employer desires, grievances may be initiated at Step Two of the grievance process adhering to the submission timelines above (in Step One).

Step Two:

If the grievance was filed at Step One and not settled in Step One, the Union, on behalf of the grievant, shall present the grievance in writing within ten (10) working days of receipt of the City's Step One response. If the grievance is initiated at Step Two, the written grievance shall be presented by the Union within ten (10) working days of knowledge of the incident giving rise to the grievance. All grievances relating to the Municipal Court shall be initiated at Step Two and submitted in writing to the Court Administrator. The Step Two grievance shall be presented to the Department Head or his/her designee. The written grievance shall include the date of submission to Step Two, date of alleged violation, facts and circumstances related to the violation, the specific article(s) of this Agreement that was allegedly violated, and the remedy requested. Within ten (10) working days of receipt of the Step Two grievance,

the City shall schedule a time to meet with the Union and grievant. The Department Head or his/her designee and the Human Resources Director shall meet with the grievant and the Union representative at a mutually agreeable date and time, and shall render a written response to the grievant, the Local Union President, and the Council 2 Staff Representative within ten (10) working days of the conclusion of the meeting.

Step Three:

If the Union is not satisfied with the solution of the Department Head or his/her designee and the Human Resources Director, the Union shall submit the written grievance to the City Manager and/or the Presiding Judge, as applicable, within ten (10) working days from the date of receipt of the Department Head's/Human Resources Director's reply. The City Manager, and/or his/her designee, and/or the Presiding Judge, as applicable, shall schedule a meeting with the grievant and the Union's representative within ten (10) working days of receipt of the grievance. The City Manager, and/or his/her designee, and/or the Presiding Judge, as applicable, shall meet with the Union and grievant. The City Manager and/or Presiding Judge, as applicable, shall render a written response to the grievant, the Union President, and the Council 2 Staff Representative within ten (10) working days of the conclusion of the meeting.

Step Four:

Upon mutual agreement, a grievance not resolved under the above steps may be referred to alternative dispute resolution sources for mediation. If the parties do not agree to the use of mediation or if resolution is not achieved through the mediation process, the Union may refer the grievance to arbitration within thirty (30) working days after receipt of the Employer's answer to Step Three. Once the request for arbitration has been submitted, the parties shall select an arbitrator within forty five (45) working days of the receipt of the arbitration notice. The parties shall notify the arbitrator of his/her selection within ten (10) working days of the selection. If the request for arbitration is not filed by the Union Staff Representative or the Employer within thirty (30) working days, the Union or the Employer waives its right to pursue the grievance through the arbitration procedure.

10.05 Selection of Arbitrator

The Employer and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission, the Federal Mediation and Conciliation Service, the American Arbitration Association or other source to submit a panel of seven (7) arbitrators. The Employer and the Union shall alternately strike names of arbitrators until one (1) arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and a place subject to the availability of the Employer and Union representatives.

10.06 Privacy of Meetings and Hearings

All meetings and hearings under this procedure shall be kept private and shall include only such parties of interest and/or their designated representatives.

10.07 Decision

The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

10.08 Power limited

The power of the arbitrator shall be limited to interpreting this Agreement, determining if the disputed article has been violated and awarding a remedy. The arbitrator shall not have any authority to alter, modify, vacate or amend any terms of this Agreement. The decision of the arbitrator, within these stated limits shall be final and binding on both parties.

10.09 Costs

Expenses and compensation for the arbitrator's services, or mediation service, and the proceedings shall be borne by the non-prevailing party. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own attorneys or other representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record. It is provided, however, that if the grievance presented for arbitration involves multiple parts/issues, and if the decision of the arbitrator results in each of the parties prevailing on different parts/issues, then, in that case, the expenses and compensation for the arbitrator's services and the proceedings shall be borne equally by the parties.

10.10 Election of remedies

It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies. Likewise, litigation of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

10.11 Authority

In the event the arbitrator finds that he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

10.12 Time limits

Any and all time limits and/or steps specified in the Grievance Procedure may be waived by mutual written agreement of the parties. Failure by the employee or Union to submit the grievance in accordance with these time limits and/or steps without such waiver shall constitute an abandonment of the grievance. Failure by the City to submit a reply within the specified time limits shall automatically cause the grievance to advance to the next step of the Grievance Procedures.

ARTICLE 11 - WAGES

11.01 Salaries

1. Effective January 1, 2012, a Cost of Living Adjustment (COLA) of three percent (3%) shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement.

2. Effective January 1, 2013, a COLA that is equivalent to ninety-five percent (95%) of the CPI-W Seattle-Tacoma-Bremerton, June to June index, shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement. The COLA shall have a minimum of two percent (2%) and a maximum of five percent (5%).
3. Effective January 1, 2014, a COLA that is equivalent to ninety-five percent (95%) of the CPI-W Seattle-Tacoma-Bremerton, June to June index, shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement. The COLA shall have a minimum of two percent (2%) and a maximum of five percent (5%).

11.02 Step Increases

Employees shall be eligible to receive salary increases, based on satisfactory performance, annually in the amount of five percent (5%), not to exceed the maximum amount identified in the salary range. If the performance appraisal to determine whether or not the employee has achieved satisfactory performance is not completed by the supervisor within one (1) month of the employee's anniversary date, the employee will automatically receive a salary step increase.

11.03 Longevity Pay

Effective January 1, 2013, all employees of the bargaining unit shall receive longevity pay upon completion of the years of service as a regular employee with the City of SeaTac as indicated below:

- A. Completion of ten (10) years of service: \$35.00 per month;
- B. Completion of fifteen (15) years of service: \$45 per month; or
- C. Completion of twenty (20) years of service: \$60 per month.

ARTICLE 12 - ACTING OR OUT OF CLASS

12.01 Definitions

- A. "Acting" is defined as an employee's assignment to perform the majority (more than 50%) of the duties and responsibilities of an existing higher classified position, which is vacant temporarily or long-term. When an employee is acting in a higher classification within the same classification series to which he/she belongs, the employee must be assigned to perform the majority (more than 50%) of the distinct duties and responsibilities which distinguishes the higher classification from the employee's base position classification. For example, an employee is assigned to perform the majority of the supervisor's duties and responsibilities during the supervisor's vacation, or an employee is assigned to act as the supervisor position while the position is vacant.
- B. "Out of Class" is defined as an employee's assignment to perform the majority (more than 50%) of a higher job classification for which the position is not budgeted or does not currently exist. For example, an employee is assigned to perform the majority of the work of a position that was eliminated in the department's budget.
- C. For purposes on this Article, the City is defined as the City Manager, or designee, or the Presiding Judge, or designee, only when the matter is applicable to the Municipal Court.

12.02 Assignment of Acting or Out of Class Work

- A. The City has the right to determine whether a vacancy is to be filled permanently or temporarily through Acting or Out of Class assignment. The City has the right to determine the qualifications required to fill such Acting or Out of Class assignment, and shall make such qualifications known to employees who may be eligible to act or work out of class in the affected work unit. The City also has the right to select the employee who, in the City's determination, would best serve the acting/out of class role. Where applicable, the City may rotate the Acting or Out of Class assignment among available qualified employees, as determined by the City, in the Department/Division in which the Acting or Out of Class need arises.
- B. Although the duties and responsibilities of the vacant position may be assigned to multiple employees, at no time will there be more than 1 employee who receives Acting pay in the vacant higher classified position.
- C. The City's designated authority shall assign Acting or Out of Class assignments in writing prior to the start of such assignment, unless an extenuating circumstance prevents such prior written assignment. In these extenuating circumstances, the designated authority shall provide written assignment at the earliest opportunity possible.

12.03 Acting or Out of Class Pay

- A. An employee who is assigned to act or to work Out of Class in a higher classification for a full work day of eight (8) consecutive hours or longer, shall be paid Acting or Out of Class pay effective the first day of the assignment. If the employee is on an alternative work schedule such as 9/80's or 4/10's, he/she must work their full nine or ten hour work day, as appropriate, to qualify for Acting or Out of Class pay.
- B. Acting or Out of Class pay shall be equal to Step A of the higher position's pay range or five percent (5%) of the employee's current base pay, whichever is greater; however, at no time will the employee be paid more than the maximum of the higher position's pay range. Variation in the above amount of Acting or Out of Class pay to be paid to a bargaining unit employee may be allowed by mutual agreement of the parties.

ARTICLE 13 - HOURS OF WORK

- 13.01** The normal work week shall be five (5) consecutive days of eight (8) hours per day, exclusive of lunch period. The regular hours of work each day shall be consecutive except for lunch periods. During declared emergencies or inclement weather operations, the normal work week shall be forty (40) hours per week; however, hours of work per day shall be determined by City policy or each department's standard operating procedures, as applicable.
- 13.02** All full-time employees shall be granted an unpaid lunch period of one-half (1/2) hour to one (1) hour during each normal work shift. The lunch period shall be scheduled at approximately mid-shift. Employees shall be entitled to one (1) fifteen (15) minute paid rest period during each half-day of a full-time work shift. The parties agree to allow employees to continue the practice of combining their paid rest breaks, when the rest

breaks are earned during the normal work shift, with their unpaid lunch period if such practice is requested by the employee and approved by the City. However, employees are accountable for intermittent rest periods taken during the work shift. "Intermittent rest periods" are defined as intervals of short duration in which employees are allowed to relax and rest, or for brief personal inactivity from work or exertion. At no time will intermittent and scheduled rest periods exceed thirty (30) minutes during one full-time normal work shift.

- 13.03** All employees shall be paid at the rate of one and one-half (1.5) times their regular rate of pay for all compensated time in excess of forty (40) hours per week, exclusive of the employee's lunch period. Compensated time shall be defined to include hours worked, holiday hours, vacation hours, sick leave and compensatory time off.
- 13.04** Employees working mandatory overtime shall have the right to request, and supervisors shall approve compensatory time off at the same ratio as overtime rate in lieu of cash payment for overtime. Compensatory time can be accrued up to a maximum of eighty (80) hours. Compensatory time off shall be scheduled by the employee through his/her supervisor at a mutually agreeable time.

Employees working voluntary overtime for recycling or other special events shall be paid overtime only, unless the Department Head specifically agrees to allow compensatory time.

13.05 Flexible and Alternative Work Schedules.

Recognizing that a change in working hours may benefit both the employee and the City or that such a change may benefit one without detriment to the other, the City and affected employees may, by mutual agreement, modify normal work hours. An employee who wishes to work flexible hours or an alternative work schedule shall submit a request in writing to his/her supervisor. Any flexible hours or alternative work schedule may be terminated by the City if found to be detrimental to the City. The reasons for approval, denial or termination of flexible hours or alternative work schedules shall be given, in writing, to all affected employees and the Union.

13.06 Job Share Arrangements

A "Job Share" arrangement may be mutually beneficial to bargaining unit members and the City. Therefore, the Memorandum of Understanding between the parties, which was signed in August 2010, shall be incorporated to this Agreement as *Attachment C* by this reference. Once a City Policy regarding "Job Share" has been implemented, such Policy shall supersede *Attachment C*.

13.07 Definitions

For the purposes of this Article, the City is defined as the City Manager, or designee, or the Presiding Judge, or designee, when the hours of work are applicable to the Municipal Court.

ARTICLE 14 - STANDBY

The Employer will not require any employee covered by this Agreement to perform standby duty.

ARTICLE 15 - CALL OUT

When an employee is called out or back to work, he/she shall be entitled to a minimum of three (3) hours call-out-time, inclusive of travel time not to exceed a maximum of thirty (30) minutes.

ARTICLE 16 - INSURANCE BENEFITS

If during the life of this agreement either the City or Union wish to propose a different health insurance plan that may offer a better combination of coverage and cost effectiveness, this agreement shall be re-opened to discuss adoption of the proposed health insurance plan. No other Article shall be re-opened for discussion without the mutual consent of both parties.

16.01 Health Care Task Force

- A. Starting in 2012, the City plans to form a Health Care Task Force made up of representatives from all employee groups in the City to collaborate and explore health care insurance options (including but not limited to medical, dental, orthodontia, vision and other related insurance programs) available in the market which provides for a good balance of coverage and cost effectiveness for the employees and the City. The bargaining unit agrees to designate representatives to fully participate in good faith with the task force, and who will have the authority to bargain on behalf of the bargaining unit.
- B. Prior to starting its market assessment of health care insurance options, the Health Care Task Force as a whole will work to come to mutual agreement on the procedures of operation and decision making including, but not limited to, the following:
 - 1. A reasonable number of representatives to fairly represent each employee group;
 - 2. Group rules for behaviors and procedures;
 - 3. How issues will be discussed and the Health Care Task Force's decision making process;
 - 4. Once the Health Care Task Force reaches consensus on a recommended course of action, and a voting process of all employees is needed, how will this voting process be administered, and how will the votes be accounted for (weighting by employee group, straight number of votes, etc.).
 - 5. Once the vote has passed per the Health Care Task Force's procedures as mutually agreed to above, the bargaining unit agrees to abide by the decision of the vote.
- C. The bargaining unit reserves its right to cease participation in the Health Care Task Force should the Task Force, as a whole, fail to reach mutual agreement regarding the above procedures of operation and decision making.
- D. The City reserves the following rights as the employer: Once the Health Care Task Force has completed its insurance market study, and prior to submitting its recommendation(s) to employees for a vote, the Task Force shall make its recommendation(s) for health insurance coverage option(s) to the City Manager.
 - 1. If the Task Force's recommendation is to remain with the AWC Trust, including the same health insurance plans, and the City Manager agrees, no further action will be needed by the parties.

2. If the Task Force's recommendation is to change health insurance providers or the health insurance plans within AWC, and the City Manager agrees, the recommended change will be forwarded to all employees of the City for a vote. The vote shall be administered per the Task Force's mutual agreement on the procedures of operation and decision making above. If the employees vote in favor of the recommended change(s), those recommendation(s) shall then be presented to the SeaTac City Council for approval. If the Council approves the change, such change shall be implemented as soon as feasible.
 3. If the Task Force's recommendation(s) to change health insurance providers or to change health insurance plans within AWC is not agreed upon by the City Manager, no change shall be made, and the City will remain with the AWC Trust with the current health insurance plans.
- E. Once the above task(s) have been completed, periodically, the Health Care Task Force may reconvene, as needed, to review the City's health insurance coverage option(s) and make recommendations to the City Manager.

16.02 Medical Insurance

During the term of this agreement the employer will provide the following selection of medical plans (or their successor plans) to all full-time regular employees with the following conditions:

- A. For the year 2012, employees may choose one of the following two medical plans:
 - 1) AWC HealthFirst Plan; or
 - 2) Group Health Cooperative \$10 Copay Plan
- B. If by January 1, 2013, the Health Care Task Force's work in accordance to Section 16.01 above has not resulted in a change the City's membership in the AWC Benefit Trust, and/or the health plans within AWC, employees of the bargaining unit may choose one of the following medical plans:
 - 1) AWC HealthFirst Plan;
 - 2) Group Health Cooperative \$10 Copay Plan; or
 - 3) Regence High Deductible Health Plan with Savings Account.However, if the Health Care Task Force's work and voting procedures above results in different options of medical insurance for the bargaining unit, such will be implemented as agreed upon in Section 16.01.
- C. If by January 1, 2014, the Health Care Task Force's work in accordance to Section 16.01 above has not resulted in a change the City's membership in the AWC Benefit Trust, and/or the health plans within AWC, employees of the bargaining unit may choose one of the following medical plans:
 - 1) AWC HealthFirst Plan;
 - 2) Group Health Cooperative \$10 Copay Plan; or
 - 3) Regence High Deductible Health Plan with Savings Account.However, if the Health Care Task Force's work and voting procedures above results in different options of medical insurance for the bargaining unit, such will be implemented as agreed upon in Section 16.01.

16.03 Medical Premiums

- A. Employees shall pay a portion of the monthly medical insurance premium for

themselves and their enrolled dependents according to the following table for the AWC HealthFirst Plan. The City shall pay the balance of the premium.

Medical Coverage	January 1, 2012 through December 31, 2012	January 1, 2013 through December 31, 2013	January 1, 2014 through December 31, 2014
Employee Only	\$41	\$50	\$68
Employee & Spouse	\$91	\$110	\$136
E, S + 1 Dependent	\$115	\$136	\$170
E, S + 2 or > Dependents	\$135	\$160	\$198
Employee and 1 Dependent	\$64	\$81	\$101
Employee and 2 Dependents	\$84	\$103	\$129

- B. For employees who choose the Group Health \$10 Copay Plan , the City shall contribute up to the dollar amount paid for employees and their dependents on the AWC HealthFirst Plan.
- C. For employees who choose the AWC High Deductible Health Plan (HDHP), the City shall contribute the full premium for employees and their dependents on the HDHP medical plan. Employees enrolled in a HDHP may contribute to a Health Savings Account (HSA) per IRS regulations. However, the City's contributions to the employee's (HSA), if any, shall be determined by the City.
- D. During the life of this agreement, the City and the Union agree to participate in a Health Care Task Force as specified in Section 16.01 above. If as a result of this Task Force's recommendation(s), there is a mutually agreed upon change in the employee and employer medical premium contribution rates, and those rates are approved as specified in Section 16.01, then such new rates shall apply. Otherwise, the above rates in A, B and C above shall apply for the remainder of this Agreement.

16.04 Dental Insurance

For the year 2012, the City will provide the AWC Washington Dental Services (WDS) Plan E including orthodontics coverage as provided to non-represented employees (or its successor plan) to all full-time regular employees and their dependents, and will pay one-hundred percent (100%) of the premium. The City will continue paying 100% of the dental premium for the AWC WDS Plan E unless dental coverage is changed as a result of Section 16.01 Health Care Task Force, in which case, the City will pay 100% of the dental premium of the new plan(s).

16.05 Life Insurance

During the term of this Agreement the City will provide life insurance at one time (1x) the employee's annual salary for all full-time regular employees through Standard Insurance Company (or its successor plan) and will pay one-hundred percent (100%) of the premium.

This plan covers the following:

- Life Insurance/Accidental Death & Dismemberment
- Survivor Income Life Insurance
- Long Term Disability

16.06 Vision

For the year 2012, the City will provide a family vision plan with a \$25 deductible for all bargaining unit employees. The City will continue to provide vision coverage with a \$25 deductible unless vision coverage is changed as a result of Section 16.01 Health Care Task Force, in which case, the City will pay 100% of the vision premium of the new plan(s).

ARTICLE 17 - SICK LEAVE

17.01 Accrual of Sick Leave

All full-time regular employees shall accrue sick leave at the rate of eight (8) hours for each month of employment including the probationary period of employment. Regular part time employees are not eligible for sick leave accruals.

17.02 Use of Sick Leave

Sick leave shall not be available for use during the first thirty (30) days of the probationary employment period and, thereafter, will be granted for, and shall be used only for, the following purposes:

1. Personal illness, injury, hospitalization, or out-patient medical care;
2. Medical quarantine;
3. Health care appointments (including vision and dental) to include time for the duration of the appointment and reasonable travel time;
4. Death of a member of the employee's immediate family; after exhausting bereavement leave per Section 21.3 Bereavement Leave;
5. Care of a member of an employee's immediate family (spouse, registered domestic partner, child, grandchild, parents, parents in-law, grandparents, brother or sister) or any family member or other person dependent upon the employee, with a health condition that requires treatment and supervision or assistance by the employee; and
6. Disability of the employee due to pregnancy and/or childbirth.

17.03 Procedure For Claiming Sick Leave

Employees shall promptly notify their Department Head, or designee, of the need to use sick leave per Section 17.02, and the expected dates and duration of such leave as soon as the employee has knowledge of such expected leave use. For extended leaves, the employee shall keep the Department Head, or designee, informed of the expected duration of the employee's absence and expected return to work date.

For pre-scheduled absences, the employee shall complete required leave forms and submit such to the Department Head, or designee, for approval prior to taking leave. For unexpected or unscheduled absences, upon return to work, the employee shall complete any required sick leave forms.

17.04 Transfer To Vacation Leave, Compensatory Time Off, Floating Holiday or Leave Without Pay

If an employee exhausts all accrued sick leave, but needs to be absent for eligible sick leave purpose(s), the employee may use accrued leave including vacation,

compensatory time, or Floating holiday for approved sick leave absences. If the employee exhausts all accrued leave, the employee may request to use leave without pay per Section 21.04 Leave Without Pay.

17.05 Accountability for Appropriate Use of Sick Leave

It is a reasonable expectation that employees maintain a regular attendance record and that they be provided the resources to be accountable for doing so. It is also a reasonable expectation that employees will use sick leave only for personal illness, injury or disability, FMLA, FLA and FCA as provided by federal and state laws, this labor agreement and applicable City policies.

City management is responsible for the proper administration of sick leave benefits, which includes but is not limited to, verification of illnesses, injuries or disabilities from a licensed health care provider. The City may require proof of illness, injury or disability if the City has reason to believe the employee is inappropriately using sick leave during the current absence, or if the employee has been previously counseled about use of sick leave.

Abuse of sick leave shall be grounds for corrective action or disciplinary action, up to and including suspension or dismissal. In addition, any employee found to have abused sick leave benefits shall further be required to reimburse to the City all compensation paid to such employee for the period of such absence.

17.06 Sick Leave Cash Out or Conversion

1. **Option #1 – Sick Leave Cash Out Upon Termination:**

Upon death, termination or retirement, an employee (or a deceased employee's beneficiary or estate) shall receive payment equal to twenty-five percent (25%) of such employee's then accrued and unused sick leave hours at the employee's last hourly rate of pay; provided, however, that under no circumstances may an employee's payment for accumulated sick leave exceed sixty-four (64) hours. The twenty-five percent (25%) payment will not be made for unused sick leave if an employee leaves the City during his or her new-hire probationary period.

2. **Option #2 - Annual Sick Leave Cash Out/Conversion:**

After achieving a certain minimum sick leave balance, employees are able to cash out or convert to vacation leave ten percent (10%) of sick leave earned but not taken during a calendar year. The percentage of unused sick leave eligible to be cashed out/converted will increase to twenty-five percent (25%) and then to fifty percent (50%) upon achieving a significantly higher sick leave balance. Sick leave cash out/conversion is elective. It is the employee's choice whether to participate in the sick leave cash out/conversion program. The employee shall make his/her election of cash out or conversion to vacation leave during the annual election period in January of each year.

Note: Once an employee utilizes Option #2 to participate in the annual sick leave cash out/conversion program, he/she will not be eligible for sick leave cash out under Option #1 (upon termination or retirement).

a) **10% Cash Out:**

Upon achieving a sick leave balance of one-hundred (100) hours, an employee shall be eligible to cash out or convert to vacation leave ten percent (10%) of the sick leave he/she accrued but did not use during the previous calendar year. If cash out is selected by the employee, the employee shall be paid for the unused sick leave at his/her base rate of pay in effect as of December 31 of the year for which sick leave hours are cashed out, and the employee's sick leave balance will be reduced by the amount of sick leave cashed out. If leave conversion is selected by the employee, the employee's vacation leave shall be credited (added) by the same number of hours by which his/her sick leave bank is debited (deducted).

b) **25% Cash Out:**

Upon achieving a sick leave balance of three-hundred (300) hours, an employee shall be eligible to cash out twenty-five percent (25%) of the sick leave he/she accrued but did not use during the previous calendar year. If cash out is selected by the employee, the employee shall be paid for the unused sick leave at his/her base rate of pay in effect as of December 31 of the year for which hours are cashed out, and the employee's sick leave balance will be reduced by the amount of leave cashed out. If leave conversion is selected by the employee, the employee's vacation leave shall be credited (added) by the same number of hours by which his/her sick leave bank is debited (deducted).

c) **50% Cash Out:**

Upon achieving a sick leave balance of seven-hundred twenty (720) hours, an employee shall be eligible to cash out fifty percent (50%) of the sick leave he/she accrued but did not use during the previous calendar year. If cash out is selected by the employee, the employee shall be paid for the unused sick leave at his/her base rate of pay in effect as of December 31 of the year for which hours are cashed out, and the employee's sick leave balance will be reduced by the amount of leave cashed out. If leave conversion is selected by the employee, the employee's vacation leave shall be credited (added) by the same number of hours by which his/her sick leave bank is debited (deducted).

17.07 On-The-Job Injury

An employee who is eligible for sick leave accrual and is injured on the job, shall be paid during any resultant period of disability up to one-hundred twenty (120) days for each new and separate injury, in addition to, and prior to, the use of sick leave accumulations, as provided hereafter in this Section.

1. The employee's eligibility for payment and the extent thereof will be based on the determination of the State Industrial Insurance Division of the Department of Labor and Industries (L&I) under the State Worker's Compensation Act.
2. When the employee is approved for Worker's Compensation time loss payment by L&I, the employee shall be paid an amount by the City which when combined

with the payment received from L&I will equal eighty-five percent (85%) of the employee's normal wage as a nontaxable Worker's Compensation benefit. No federal income tax, Medicare, or State pension withholding shall be withheld by the City. No pension service credit shall be earned. Such payments shall be made during the period of disability up to one-hundred twenty (120) days, and for as long thereafter as the employee's sick leave accruals provide. Payment shall be made according to the following schedule:

- a. Employees shall use sick leave accruals during the first three (3) days of on-the-job (OJI) disability leave. The date of injury shall be counted as one of the three days waiting period if time loss occurs on the date of injury.
- b. If the employee's claim is determined to be eligible for Worker's Compensation per L&I, and the injury time loss period exceeds fourteen (14) calendar days, then sick leave used during the three (3) day waiting period and any subsequent period while the claim was waiting for L&I's determination shall be returned to the employee. Compensation shall be computed at the eighty-five percent (85%) level as provided above. The employee shall not be allowed to supplement the eighty-five percent (85%) level by utilizing sick leave or other paid leave during the period of eligibility.
- c. After the initial one-hundred twenty (120) days of Worker's Compensation disability, the City's supplemental payments to L&I time loss will cease. The employee's sick leave accruals shall then be charged at the rate of one-half (1/2) day per day for any further time loss due to the injury. Compensation shall continue at the eighty-five percent (85%) non-taxable benefit level as provided above.
- d. Charges may be made against sick leave accruals, if any, in any case where the City of SeaTac is contesting that the injury occurred on the job. In the event the State determines in favor of the employee, sick leave so charged shall be re-credited to the employee's sick leave accrual balance and all payments in excess of the difference between eighty-five percent (85%) of the employee's regular pay and that received from the State shall be recovered by the City and may be deducted from future payments due the employee from the City. All pension and tax withheld will be adjusted accordingly.
- e. If an employee has received payments through the use of paid leave accruals while receiving payments from the State Industrial Insurance Division, the employee shall turn over the payments from the State to the City within twenty (20) calendar days of issuance of the check by the State. Once the State check is received by the City, the employee's leave shall be credited back to the employee based on the compensation amount awarded by the State, but not to exceed the leave amount actually deducted from the employee.
- f. All payments made by the L&I to the employee shall be immediately remitted to the City. The employee's pay shall be deducted in the event

L&I's check is not turned over to the City within twenty (20) calendar days of the date of the check's issuance by L&I. Employees injured on-the-job who fail to turn over L&I's payment(s) to the City within twenty (20) calendar days shall be required to sign a statement authorizing the City to deduct the equivalent amount of L&I's check from the employee's pay. This deduction shall be made on the payroll immediately subsequent to the 21st calendar day after the L&I check's issuance.

- g. In the event eligibility for payment under the Worker's Compensation Act is denied by the State, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury.
- h. Upon making such payments as provided for in this Section, the City shall be subrogated to all rights of the employee against any third party who may be held liable for the employee's injuries to the extent necessary to recover the amount of payment made hereunder, provided that where actual recovery is made against a third party hereunder, sick leave charged against the employee's accruals shall be re-credited to the extent such funds reflect recovery for payments attributable to compensated sick leave actually deducted from the employee.
- i. In order to limit the obligation of the City for each new and separate injury the City may require the employee to furnish medical proof or submit to a medical examination by a healthcare provider selected by the City at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the service of the City.
- j. Notwithstanding the foregoing, the City's obligation to supplement the income of an employee disabled by an on-the-job injury shall terminate upon the date on which the employee commences receiving disability benefits under any insurance plan paid by the City.

ARTICLE 18 - VACATIONS

18.01 Accrual of Vacation Time

Regular part time employees are not eligible for vacation leave accruals. Each regular full-time employee shall accrue the following number of vacation days:

<u>First Year:</u>	During the first year of employment with the City, employees accrue 12 days of vacation per year (4 hours per pay period).
<u>Second Year:</u>	During the second year of employment, employees accrue 13 days of vacation per year (4.33 hours per pay period).
<u>Third Year:</u>	During the third year of employment, employees accrue 14 days of vacation per year (4.67 hours per pay period).
<u>Fourth and Fifth Years:</u>	During the fourth and fifth years of employment,

<u>Sixth and Seventh Years:</u>	employees accrue 15 days of vacation per year (5 hours per pay period). During the sixth and seventh years of employment, employees accrue 17 days of vacation per year (5.67 hours per pay period).
<u>Eighth and Ninth Years:</u>	During the eighth and ninth years of employment, employees accrue 18 days of vacation per year (6 hours per pay period).
<u>Tenth and Eleventh Years:</u>	During the tenth and eleventh years of employment, employees shall accrue 19 days of vacation per year (6.33 hours per pay period).
<u>Twelfth and Thirteenth Years:</u>	During the twelfth through thirteenth years of employment, employees shall accrue 20 days of vacation per year (6.67 hours per pay period).
<u>Fourteenth and Fifteenth Years:</u>	During the fourteenth and fifteenth years of employment, employees shall accrue 21 days of vacation per year (7 hours per pay period).
<u>Sixteenth Year and thereafter:</u>	During the sixteenth year of employment and thereafter, employees accrue 23 days of vacation per year (7.67 hours per pay period).

New hire probationary employees are not eligible to receive or use their vacation leave until after they have successfully completed their probationary period, at which time, their vacation leave accrual shall be retroactive to their date of hire.

18.02 Use of Vacation Time

1. New employees may take vacation after they have successfully completed their probation period.
2. Vacation may be taken for any reason that sick leave may be used after exhaustion of sick leave benefits.
3. Vacation leave shall be approved by the Department Head, or designee, or the City Manager to ensure the least possible interference with operations of the City.
4. Weekends which are not part of an employee's normal work schedule, and holidays shall not be counted as vacation days.
5. Employees shall be entitled to their base wage compensation during vacation time.

18.03 Scheduling of Vacation Time

All vacation leave must be pre-approved by the Department Head, or designee.

Employees requesting to take vacation time off are generally expected to submit their written request at least five (5) working days in advance of taking such leave unless extenuating circumstances exist which prevents such advance notice. This five-day advance notice requirement does not prohibit the Department Head, or designee, from accommodating, at their discretion, requests for vacation time off with less notice.

Once a vacation leave request is received by the Department Head, or designee, a response to approve or deny the request shall be provided to the requesting employee no later than twelve (12) working days after receipt, unless extenuating circumstances

exist which prevents such timely response, in which case, the employee shall be provided an approximate date when such response can be expected.

18.04 Maximum Vacation Accumulation

Each full-time employee shall be entitled to accumulate and to carry over into the following year any unused vacation time earned up to a maximum of the amount of vacation which the employee could have earned over a period of two (2) years. Employees hired on or after January 1, 2012, who are members of the Public Employees Retirement System, Plan 1 (PERS I) are eligible to carry a maximum balance of two hundred and forty (240) hours of vacation leave. Any accumulated vacation time in excess of the maximum amount of vacation time allowed shall expire. It is provided, however, that where an employee has vacation time that would expire because it is in excess of the accrual amounts, and where the employee has made reasonable requests over a reasonable length of time to use vacation time, and for which such requests have been denied because of the work requirements of the Employer, the employee shall be given a time extension to use such vacation time prior to the expiration of such vacation time, with the time extension being determined by the Employer but not being less than one (1) month for each forty (40) hours of vacation time that would expire because of the denied requests to take vacation.

18.05 Payment of Accumulated Vacation Time at Separation of Employment

Upon death, termination or retirement, an employee (or a deceased employee's beneficiary or estate) shall receive payment equal to such employee's then accrued and unused vacation time at the employee's current hourly rate of pay; provided, however, that under no circumstances may an employee's payment for accumulated vacation time exceed the amount of vacation time which the employee could have earned over a period of two (2) years at his/her current rate of accrual.

ARTICLE 19 - HOLIDAYS

19.01 All full-time regular employees shall be granted holidays with pay on the following days:

1. The first day of January, New Year's Day;
2. The third Monday of January, Martin Luther King, Jr. Day;
3. The third Monday of February, President's Day;
4. The last Monday of May, Memorial Day;
5. The fourth (4th) day of July, Independence Day;
6. The first Monday in September, Labor Day;
7. The eleventh (11th) day of November, Veterans' Day;
8. The fourth Thursday in November, Thanksgiving Day;
9. The day immediately following Thanksgiving Day;
10. The twenty-fifth (25th) day of December, Christmas Day;
11. One (1) paid "floating" holiday per year, after completion of one (1) year with the City, at a time to be approved by the Department Head or designee. This holiday must be used within twelve (12) months from the date it is granted.

19.02 If a Holiday falls on a Saturday, the City observes the holiday the Friday before; if a Holiday falls on a Sunday, the City observes the holiday the Monday after. Therefore, there may be years in which the New Year Holiday is observed on December 31st of the prior year resulting in ten (10) observed holidays in the current year and twelve (12)

observed holiday in the prior year. The parties agree that this observance practice does not change the intent of observing eleven (11) holidays per year as stated in Section 19.01.

- 19.03** Full time employees who work on an observed Holiday shall be paid at one and one-half (1.5) times their normal rate of pay for all hours worked on the observed Holiday in addition to the paid holiday, which is included in their base salary.

ARTICLE 20 - TRAINING

20.01 Reimbursement of Training Costs.

It is the policy of the City to provide and encourage training opportunities, including attendance at workshops and seminars, for as many regular employees as possible, within budget appropriations subject to prior approval by the Department Head. The objective of this policy is to encourage and motivate employees to improve their personal capabilities in the performance of their assigned duties. Tuition and fees for such approved training will be reimbursed upon verification of successful completion of the training.

- 20.02** Training, tests and renewal fees for employees to maintain certifications, licenses and permits necessary for the performance of their duties and responsibilities will be paid by the City up to a maximum of three (3) times for each certification and renewal. If an employee fails to pass the required test or certification after three times, the employee shall be responsible for the cost of subsequent tests and must take vacation or compensatory time if needed to retest.

ARTICLE 21 - OTHER LEAVES

21.01 Military Leave.

1. The City and the Union acknowledge their mutual responsibility for compliance with the Uniformed Services Employment and Reemployment Act of 1994 and the laws of the State of Washington regarding Veterans as outlined in RCW 38.40.060, and any amendments thereto.
2. Every employee who is a member of the Washington National Guard or of the United States Armed Forces or Reserves shall be granted military leave, with compensation, for a period not exceeding twenty one (21) calendar days during each military year, or as designated by law.
3. Military leave shall be granted in order that the employee may engage in officially ordered military duty and while going to or returning from such duty. Such military leave is in addition to vacation leave benefits.
4. Additionally, any employee, who is a member of the Washington National Guard and who is ordered to active duty, shall be reinstated thereafter as provided for under applicable law.

21.02 Jury Duty Leave.

Upon presentation to the Department Head of a summons for jury duty, an employee shall be granted jury duty leave for such period of time as the employee is required to serve on jury duty. During such leave, the employee will be paid his or her regular

compensation. Any pay that the employee receives for jury duty shall be turned over to the employer.

21.03 Bereavement Leave.

A full-time regular employee shall be granted up to three (3) work days of bereavement leave with pay due to a death in the employee's immediate family. For the purposes of this Section, "immediate family" is defined as: an employee's spouse or State registered domestic partner, parent, step-parent, grandparent, child, stepchild, grandchild, sibling, or the employee's spouse/domestic partner's parent or sibling. Bargaining unit members shall abide by City Policy 3.05 with regard to Bereavement Leave.

21.04 Leave Without Pay

The City Manager may grant a leave of absence up to one (1) year without pay in appropriate circumstances and consistent with the City's best interests. In order to apply, employees must submit a written request to their Department Head, who shall forward the request with comments to the City Manager for a final decision. Vacation Leave and Compensatory Time shall be exhausted before the employee will be granted leave without pay. Said employee shall not accrue vacation or sick leave, nor shall he/she continue to receive health or life insurance benefits during said leave, except that the employee may pay the full premiums for said benefits one (1) month in advance for the period of said leave.

21.05 Job-Protection Leaves

The City and members of the bargaining unit acknowledge and agree to comply with the federal Family Medical Leave Act (FMLA), the State Family Care Act (FCA), the State Domestic Abuse and Stalking Leave, and other applicable provisions of federal and state laws related to job protected leaves. Except in cases of unexpected events, requests for FMLA and/or FCA leave should be submitted to the Human Resources Department at least thirty (30) days prior to the date leave is expected to commence. In addition, employees shall abide by notification and documentation requirements applicable to each leave to be taken. Failure to provide proper notice and documentation or to provide such in a timely manner may result in denial of leave as allowable by applicable laws and regulations.

21.06 Union Leave Bank

Each employee shall be allowed to donate up to two (2) hours of vacation time per year to a Union Leave Bank in accordance with the following provisions:

1. Not more than one-hundred twenty (120) hours shall be donated to the Bank in a calendar year.
2. The amount of leave in the Bank at any given time shall not exceed one-hundred twenty (120) hours.
3. Any leave carried over from one calendar year to the following shall count towards the maximum one-hundred twenty (120) hour donation for that following year.
4. The leave shall be used by Elected Officials or Representatives of the Union to attend official Union functions or conduct Union business.
5. Use of this leave shall be in accordance with the use of vacation time, and as such, shall require Department Head approval.
6. Any use of the Leave Bank shall be authorized by the Union, and the Union will

communicate its authorization to the Employer.

7. Not more than one employee per department may utilize the Union Leave Bank at the same time.

ARTICLE 22 - LEAVE SHARING PROGRAM

A leave sharing program is hereby established for the purpose of permitting City employees, at no additional cost to the City other than the administrative costs of administering the program, to donate sick leave or vacation leave to a fellow City employee who is suffering from, or has a relative or household member suffering from, a severe illness or injury causing him/her to be absent from work for an extended period of time. Shared leave shall be administered in accordance with the City of SeaTac Leave Sharing Policy 1.10.

ARTICLE 23 - REGULAR PART-TIME EMPLOYEE BENEFITS

The employee benefits for regular part-time (RPT) employees covered by this agreement shall be as follows:

1. All RPT employees shall receive ten percent (10%) of base pay in lieu of all leave benefits.
2. RPT employees shall have the option of having pro-rated premiums paid for their medical benefits, based on the number of hours worked in the preceding month. The City shall pay the full cost of dental and vision insurance premiums for these employees.
3. All RPT employees shall be eligible for unpaid leave to be approved based on the criteria for sick leave or vacation leave, whichever may be most appropriate.
4. Because RPT employees are not eligible to accrue or use paid leaves, the following exceptions are provided only for employees who change their employment status from regular full time to regular part-time:
 - a. The employees shall keep all leaves (vacation, holiday, compensatory time, sick leave, etc.) previously accrued during their regular full time status in the respective leave banks. While the employees are regular part-time, the employees cannot accrue new leaves.
 - b. The employees can use the previously accrued leave in their leave bank(s) according to the applicable specific leave policies/procedures (i.e. request and use of sick leave for sick leave eligible purposes, etc.) for absences during hours the employee is normally scheduled to work during their RPT work schedule. When previously accrued leaves are used, the employees shall be paid at their base hourly rate, not to include the ten percent (10%) of base pay in lieu of all leave benefits in paragraph 1 above.

ARTICLE 24 - VACANCIES

24.01 When a vacancy is created within the bargaining unit, other than a temporary/seasonal vacancy, the employer may, if it so chooses, fill such vacancy by transfer, voluntary

demotion and/or a promotion prior to engaging in a recruitment process. The following procedures will apply in filling regular full time or regular part-time bargaining unit vacancies through recruitment:

1. The employer will post vacancies in-house for a period of five (5) working days. If the employer elects to use this recruitment to potentially fill future vacancies for the same classification within the City, the posting shall clearly indicate such intent. All bargaining unit members who are interested in that job classification are encouraged to apply.
2. For the purposes of this section, regular City employees as well as temporary and seasonal employees shall be eligible to apply for in-house job openings covered by the AFSCME bargaining unit. Temporary and seasonal employees must be currently working and have had a minimum of three (3) months of work experience with the City to be eligible for an in-house opening.
3. The employer may require in-house candidates to update their standard City application or may require them to provide supplemental materials to help assess their job skills. Selection procedures shall be job related.
4. Upon closing of the in-house posting, the employer shall review the application information submitted by all candidates and determine if there are a sufficient number of in-house applicants who meet the minimum qualifications for the position.
 - a) If the employer determines there is a sufficient pool of qualified applicants, they will be given the opportunity to participate in an in-house selection process. At the conclusion of the in-house selection process, the hiring authority shall consider all candidates who passed each phase of the selection process. The hiring authority shall then choose to hire one (1) of the in-house candidates or to recruit and test candidates who are not currently City employees.
 - b) If the employer determines there is not a sufficient pool of applicants, it is the employer's option whether to recruit additional outside applicants. Those in-house candidates who meet the minimum qualifications will be given the opportunity to participate in the selection process.
5. The same test(s) will be given to all applicants for the same vacancy.
6. The employee shall have the right to review his/her examination results.
7. After a recruitment and selection process has been completed, all candidates who are eligible for hire shall be placed on a non-ranked list of qualified candidates for that job classification. If the employer decides to fill a vacancy for the same job classification within the next twelve (12) months, the employer may go directly to the eligibility list to interview and select a qualified candidate (qualification to be determined by the City) to fill the vacancy, or to start the recruitment process from the beginning as described above.

24.02 Upon promotion to a position at a higher salary range, the employee shall be placed at a step, which is at least five percent (5%) higher than that which is currently paid the employee, but not less than the beginning of the new range, nor shall the salary exceed the top step of the new range.

ARTICLE 25 - INITIAL HIRE OR PROMOTION PROBATION

- 25.01** New full-time regular employees shall serve a probationary period during their first six (6) months of employment, or one thousand forty (1,040) hours worked in the position, which may be extended based on mutual agreement of the parties. During this time, any terminations are not grievable through the grievance procedure. Part-time regular employees shall serve a probation period of one-thousand forty (1,040) hours worked.
- 25.02** Existing full-time regular City employees who are promoted shall serve a six (6) month promotional probationary period of one-thousand forty (1,040) hours worked in the promoted position. Part-time regular employees shall serve a promotional probation period of one-thousand forty (1,040) hours. The promotion probationary period may be extended based on mutual agreement of the parties. In the event a promoted employee fails to pass promotional probation, the employee shall be eligible to return to his/her previous position. If the employee voluntarily chooses to revert to his/her previous position within the promotional probation, the employee may do so if the position is vacant. If the position no longer exists, the individual will then be appointed to the next available vacant position in the classification from which he/she was previously promoted and passed probation, or any other position in the bargaining unit for which the employee is qualified; in the case of the latter, a six (6) month promotional probationary period will be required.

ARTICLE 26 - JOB AUDITS

- 26.01** During the term of this Agreement, employees who believe their jobs are not properly classified may request a job audit from the Human Resources Department. The request shall be submitted using the appropriate form to the employee's Department Head. The Department Head shall complete his/her section of the form and forward to the Human Resources Department within thirty (30) days. The Human Resources Department will apply the following criteria in evaluating reclassification requests:
1. Changed duties that may result from additions, expansions or reductions of responsibilities.
 2. Changed qualifications or training for the positions.
 3. Consolidation or reassignment of duties which significantly change the positions.
- 26.02** The Human Resources Department shall review the request and make a recommendation, with supporting rationale, to the City Manager who shall approve or disapprove the reclassification.
- 26.03** If the employee's position is placed in a higher classification following the requested review, the employee will be paid at the higher classification level retroactive to the date the completed reclassification request is received by the Human Resources Department.
- 26.04** Upon reclassification in accordance with Section 26.01, to a classification with a higher salary range, the employee shall be placed at a step, which is at least five percent (5%) higher than that which is currently paid the employee, but not less than the beginning of the new range, nor shall the salary exceed the top step of the new range. If the employee is not placed at the top of the new salary range, the employee will be eligible to receive a step increase, based on satisfactory performance, twelve (12) months after the reclassification effective date and annually thereafter, based on satisfactory performance, until the top step of the new salary range is reached. The effective date

(day/month) of the reclassification will be the due date for performance evaluations thereafter.

ARTICLE 27 - CLASSIFICATION PROGRESSION

- 27.01** The parties have agreed that in certain job classification series in the City, it would be mutually beneficial to the parties to have pre-determined eligibility for progression from the first classification to the second classification within the stated series:
1. Fire Inspector/Plans Examiner 1 to Fire Inspector/Plans Examiner 2;
 2. Plans Examiner/Inspector 1 to Plans Examiner/Inspector 2;
 3. Permit Technician 1 to Permit Technician 2;
 4. Engineering Technician to Senior Engineering Technician;
 5. Civil Engineer 1 to Civil Engineer 2; and
 6. Public Works Inspector to Senior Public Works Inspector.
- 27.02** Eligibility to progress from the first to the second classification in the series above (i.e. Engineering Technician to Senior Engineering Technician, Civil Engineer 1 to Civil Engineer 2, etc.) is based on the employee achieving a set of qualifications as defined in the job description of the classification series, i.e. certification in the area, successful years of service, oversight of significant project(s), etc.
- 27.03** The employee and/or supervisor shall be responsible to provide documentation validating that the specified qualifications of the higher classification have been met. The employee's Department Director will approve or deny the progression based on his/her assessment of whether the employee has met all the qualifications of the higher classification within thirty (30) days of the Director's receipt of the classification progression request, and shall forward it to the Human Resources (H.R.) Department. If the Department Director approves the classification progression, it will be forwarded to the City Manager, via the H.R. Director, for the City Manager's final authorization to implement the classification progression, and the effective date of the classification progression shall be retroactive to the date of the H.R. Department's receipt of the classification progression.
- 27.04** Once an employee has met the defined qualifications of the higher level classification as outlined above, the employee shall progress (be reclassified) to that higher classification with the following understanding:
1. The employee shall not be placed on a promotion probationary period as a result of the progression;
 2. Effective on the date of the employee's progression to the higher level classification, the employee shall be placed in the higher classification's salary range at a step which is at least five percent (5%) above his/her current base salary. The new salary step shall neither be less than the beginning step nor more than the top step of the new salary range.
 3. The employee will be eligible to receive a step increase, based on satisfactory performance, twelve (12) months after their progression date and annually thereafter until they reach the top step of the new salary range.

4. The day/month of the classification progression effective date will become the employee's new step increase eligibility date, if applicable, and new due date for future performance evaluations.

ARTICLE 28 - REDUCTION IN FORCE

The language of this Article has been clarified and the interpretation of which has been agreed to between the parties in a Letter of Understanding signed between the parties in November 2010, which is now incorporated into this Agreement as "Attachment B" by this reference. However, Appendices A and B as referenced in the Letter of Understanding shall be replaced by Attachment C of this Agreement, and all references to Article 27 – Reduction in Force, shall be changed to Article 28 – Reduction in Force.

28.01 Authorization of Reduction.

1. The City, in its discretion, shall determine whether layoffs are necessary due to lack of work, lack of funds, or considerations of efficiency. Any ordered reduction in force shall specify which positions within classifications allocated by the Classification Plan shall be vacated and employees holding those positions shall be laid off.
2. Any employee who receives an involuntary reduction in their working hours due to 27.01 (1) above shall be considered a RIF'ed employee.

28.02 Order of Layoffs.

When a reduction in force vacates a class which consists of only one (1) position, filled by one (1) employee, that employee shall be laid off. If a class consists of more than one (1) position or more than one (1) employee, and not all of the positions will be vacated, then the order of layoff of employees shall be on the basis of continuous service in that classification. An employee to be laid off shall be given written notice not less than thirty (30) days prior to the effective date of the layoff.

28.03 Order of Bumping.

If an employee selected for layoff or any employee bumped because of a reduction in force has more seniority than any employee in the next lower classification in a classification series as defined in Attachment C, and the employee is qualified to perform the duties of the lower classification, the employee may bump the least senior employee of that lower classification. Provided that this provision shall not be construed to allow any employee with more seniority to be bumped by an employee with less seniority. For the purpose of this paragraph, a lower classification shall mean any employment classification in the City for which the monthly salary is less than the monthly salary of the classification from which the employee was laid off or bumped.

28.04 Displacement Rights.

28.04.01 In addition to the above rights, an employee may displace a less senior employee in a job classification that the RIF'ed employee held in the past, provided that the employee successfully passed his/her probationary period in the previous job and meets the current minimum requirements for the job.

28.04.02 Displacement into the Municipal Court.

In accordance with General Rule 29 (GR29), the Court maintains full control over the hiring, discipline and termination of Court employees. Non-Court employees

are not eligible to displace any Court employees regardless of whether the employee has earned seniority within a Court position classification in previous years of service with the City.

28.05 Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. Furthermore, they may be required to take a physical examination for those classifications requiring such examination at time of initial hire.

Employees eligible for recall shall receive thirty (30) day notice of recall. Such notice shall be by certified mail and the employee must notify the City of his/her intention to return within five (5) working days after receiving the notice of recall. It is the obligation and responsibility of the employee to provide the City with his/her latest mailing address. Failure to respond to a notice of recall shall waive an employee's rights to recall.

28.06 Salary Placement.

Any employee who is recalled or who is bumped to a lower classification shall be placed at the same salary step that he/she was at prior to being laid off or being bumped with the employee being given credit for time served within that salary step.

ARTICLE 29 - HEALTH AND SAFETY

29.01 All work shall be done in a safe, competent, professional manner, and in accord with State, federal and City safety codes and with policies, ordinances and rules relating to safety in the workplace.

29.02 It shall not be considered a violation of this Agreement if any employee refuses to work with unsafe equipment; where proper safety equipment and/or safety training has not been provided; and/or when the facilities and services are not being maintained in a reasonably sanitary and/or safe condition.

29.03 All Employees shall immediately report all unsafe equipment and/or conditions or safety in the workplace concerns to his/her supervisor upon becoming aware of those conditions. Failure to do so may result in disciplinary action.

29.04 The Employer will furnish all employees personal protective equipment necessary to perform their assigned jobs or duties in accordance with the Safety Standards of the State of Washington. All employees will be required to wear said equipment when performing assigned work. Failure to do so may result in disciplinary action.

29.05 Employees required to wear steel-toed protective boots shall be provided purchase credit vouchers or reimbursement for such boots. This credit/reimbursement shall be two hundred dollars (\$200.00) every two (2) years; however, when an employee is able to demonstrate the need for repair or purchase due to damage or wear, the City will provide reimbursement up to two hundred dollars (\$200.00) per year.

29.06 After the employees have passed their probationary period, regular full time employees

in the PW Maintenance Worker 1 or 2, Parks Operations Worker or Lead, Facilities Maintenance Worker 1 or 2, or Custodian classifications are provided one hundred dollars (\$100.00) per calendar year for the purchase of work jeans. The employees shall be responsible to pay any income tax required as a result of this benefit. The employees shall purchase the work jeans and provide an itemized receipt to the City to receive reimbursement for such jeans. Work jeans for which the employee has received reimburse for all or part of the cost may only be used by the employee for work purposes. Other uniform or clothing allowance/reimburse may be provided at the discretion of the Department Director as the budget in that department may allow.

ARTICLE 30 - DRUG & ALCOHOL FREE WORKPLACE POLICY

The City and Union agree that the consumption of alcohol and/or the use of controlled substances shall not be permitted at the employers' work sites or while an employee is on duty, nor shall employees be permitted to be under the influence of alcohol or controlled substances while on the job. Members of the bargaining unit shall be subject to the provisions of the City of SeaTac Drug and Alcohol Free Workplace policy #PP-5.02, in order to protect the safety of employees and the public.

ARTICLE 31 - MILEAGE REIMBURSEMENT

Employees who are required to operate their personal vehicles in the performance of their duties for the Employer will be paid a vehicle expense allowance in an amount equal to the expense per mile reimbursement which the Internal Revenue Service allows without supporting records for the calendar year the expense was incurred. The reimbursement must be requested by the employee. It is provided however that requests for reimbursement shall be accumulated until either (1) the total amount to be reimbursed is at least twenty-five dollars (\$25.00), or (2) the reimbursements have been accumulated for a period of three (3) months.

ARTICLE 32 - TEMPORARY EMPLOYEES

Temporary (or seasonal) employees shall be considered employees hired to work no more than nine (9) months in any twelve (12) months. Temporary employees shall not be used to supplant or replace bargaining unit employees. The City shall notify the Local Union President of all temporaries performing bargaining unit work. All time constraints held herein shall be based on the position and shall not be started over should another person be placed in the temporary position. Exceptions to this can be made upon signed mutual agreement between the parties.

ARTICLE 33 - SAVINGS CLAUSE

If any Article of this Agreement or any addenda thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall on request of either party enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory resolution of such Article.

ARTICLE 34 - ENTIRE AGREEMENT

The agreement expressed here in writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statement shall add to or supersede any of its provisions.

ARTICLE 35 - DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from January 1, 2012 and shall continue through December 31, 2014.

IN WITNESS WHEREOF the parties hereto signed and executed the above and foregoing Agreement this ____ day of _____, 2012.

CITY OF SEATAC

**WASHINGTON STATE COUNCIL OF
COUNTY & CITY EMPLOYEES,
LOCAL 3830**

By _____
Anh Hoang, Human Resources Director
3830

By _____
Eric Proctor, President, AFSCME Local

By _____
Todd Cutts, City Manager

By _____
Bill Dennis, Staff Representative
AFSCME Council 2

By _____
Tony Anderson, Mayor

Approved as to Form:

Mary Mirante-Bartolo, City Attorney

Attest:

Kristina Gregg, City Clerk

ORDINANCE NO. 12-1013

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending the Classification and Compensation Plan for non-represented employees and amending the City's 2012 Annual Budget.

WHEREAS, Chapter 2.65 of the SeaTac Municipal Code provides for a Classification and Compensation Plan for City employees, and for an annual review and re-adoption thereof; and

WHEREAS, the City evaluates City revenues and expenditures to include expenditures for employee salaries and benefits during the regular budget process; and

WHEREAS, review and adoption of the Plan is intended to ensure that City salaries and benefits are competitive with those offered by other public and private employers and to avoid loss of purchasing power resulting from inflation or increased costs of living; and

WHEREAS, the City Council has, since 1993, expressed and followed its intent to provide cost of living adjustments (COLA) for non-represented employees of the City by tying the same to the cost of living adjustment granted annually to the employees of the City represented by the American Federation of State, County and Municipal Employees (AFSCME), Local #3830; and

WHEREAS, a new collective bargaining agreement with AFSCME has been approved by the Council, which provides a cost of living adjustment for 2012 to the said represented employees in the amount equal to three percent (3%) effective January 1, 2012; and

WHEREAS, in order to address the need for a reasonable and fair compensation to non-represented City employees, and in accordance with long established policy, it is appropriate that

the same cost of living adjustment be granted to non-represented employees of the City, and that modification of the Classification and Compensation Plan be made accordingly.

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

Section 1. The salary ranges within the Classification and Compensation Plan for all the positions of the non-represented employees of the City shall be increased by the amount of three percent (3%) over current levels as a cost of living adjustment effective January 1, 2012.

Section 2. The 2012 Annual City Budget shall be amended to increase the expenditures by \$47,794 in the funds listed below as follows:

Fund/Fund Name	Amount of increased expenditure
001/General	\$39,309
102/Street	\$ 1,420
106/Transit Planning	\$ 584
107/Hotel/Motel Tax	\$ 2,701
307/Transportation Capital	\$ 1,563
403/Surface Water Management	\$ 1,915
501/Equipment Rental	\$ 302
TOTAL BUDGET ADJUSTMENT AMOUNT	\$47,794


Section 3. All previously approved Ordinance and personnel policy provisions related to non-represented employees' salaries and benefits shall remain in full force and effect except as revised herein. Any future changes to non-represented employees' salaries and benefits shall be reviewed during the City's regular budget process, and be included and made part of the City's budget for amendment and/or adoption by the City Council.

Section 4. This Ordinance shall not be codified within the SeaTac Municipal Code.

Section 5. This Ordinance shall be in full force and effect five (5) days after passage and publication.


ADOPTED this 11th day of September, 2012, and signed in authentication thereof on this 11th day of September, 2012.

CITY OF SEATAC



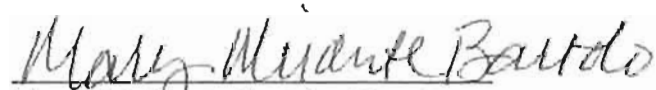
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante-Bartolo, City Attorney

{Effective Date: 9/19/12 }

ORDINANCE NO. 12-1014

AN ORDINANCE of the City Council of the City of SeaTac, Washington, creating 2.5 Full Time Equivalent (FTE) positions for the purpose of providing expedited Sound Transit project review and amending the City's 2012 Annual Budget.

WHEREAS, the City Council approved the South Link Light Rail Extension Project Development and Transit Way Agreement (DA) on July 13, 2012; and

WHEREAS, the DA states in Section 8.2 (c): "In order to facilitate expedited review and approval of the Project, to obtain a higher level of service than the City would otherwise be able to provide with its existing staff, and to mitigate the direct financial impact of the Project upon the City, Sound Transit shall reimburse the City for the direct costs incurred by the City in excess of the City's typically anticipated costs associated with reviewing plans and performing construction inspections as provided in adopted application and permit fees....."; and

WHEREAS, City Administration recommends that the positions of Civil Engineer 2, Senior Planner, and Administrative Assistant 2, equivalent to 2.5 FTE's, be created and maintained until the Sound Transit South Link Project is completed or when Sound Transit's reimbursements for these FTE's has ended; and

WHEREAS, while it is the intent to create the additional 2.5 FTE's so that there is a net-neutral impact to the City's budget, an amendment to the City's 2012 Annual Budget is necessary for accounting purposes;

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

Section 1. The City Council hereby creates an additional 2.5 FTE's in the following job classifications:

Civil Engineer 2
Senior Planner
Administrative Assistant 2

Section 2. The City Manager is hereby authorized to fill up to 2.5 FTE's as identified in Section 1 as appropriate in order to facilitate expedited review and approval of the Sound Transit Central Link Light Rail-South Link Project, as provided per a Development and Transit Way Agreement between the City of SeaTac and Sound Transit, dated July, 2012.


Section 3. It is the intent of this Ordinance that the positions created in Section 1 of this Ordinance are created solely for the purpose of facilitating the South Link Project, and that the cost of the newly created positions are being fully reimbursed to the City by Sound Transit as outlined by the terms of the Development and Transit Way Agreement. Therefore, the City Council expressly states that these newly created FTE's shall not continue beyond a) the time needed to facilitate the design and construction of the South Link Project and b) the funding for the FTE's are fully reimbursed by Sound Transit, as outlined and intended by the City and Sound Transit pursuant to the Development and Transit Way Agreement.

Section 4. The 2012 Annual City Budget shall be amended to increase the expenditures in Fund 106, the Transit Planning Fund, by \$62,500.

Section 5. This Ordinance shall not be codified and shall be in full force and effect five days after passage and publication as required by law.

ADOPTED this 25th day of September, 2012, and signed in authentication thereof on this 25th day of September, 2012.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo

Mary E. Mirante Bartolo, City Attorney

[Effective Date: 10/6/12]

[Sound Transit FTE's]

ORDINANCE NO. 12-1015

AN ORDINANCE of the City Council of the City of SeaTac, Washington, increasing the agreement amount with King County for Des Moines Creek restoration projects and amending the 2012 Annual City Budget.

WHEREAS, the City of SeaTac functions as the treasurer for the Des Moines Creek Basin Committee; and

WHEREAS, the Basin Committee has approved an increase to the Technical Services Agreement; and,

WHEREAS, amendment to the City's 2012 Annual City Budget is necessary to provide additional appropriation authority to fund certain expenditures identified in Agenda Bill #3463;

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


Section 1. The City Manager is authorized to amend the Technical Services Agreement with King County to increase the agreement amount by \$113,000.

Section 2. The 2012 Annual City Budget shall be amended to increase the expenditures in Fund 111, the Des Moines Creek Basin ILA Fund, by \$169,850.

Section 3. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this 23rd day of October, 2012, and signed in authentication thereof on this 23rd day of October, 2012.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo
Mary E. Mirante Bartolo, City Attorney

[Effective Date: 11-3-12]

[2012 Budget Amendment Fund 111]

ORDINANCE NO. 12-1016

AN ORDINANCE of the City Council of the City of SeaTac, Washington, creating the position of Code Compliance Program Coordinator and amending the City's Classification and Compensation Plan by adding this position.

WHEREAS, the City Council approved a Decision Card and appropriated \$105,000 from the General Fund in the 2012 Annual Budget for Professional Services in the Community and Economic Development Department, Building Division, in order to work on the enhancement of the City's code enforcement program to address certain compliance issues in the community; and

WHEREAS, the City Council has determined that the position of Code Compliance Program Coordinator should be created at a salary range 51, and that said position be added to the City's Classification and Compensation Plan;

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

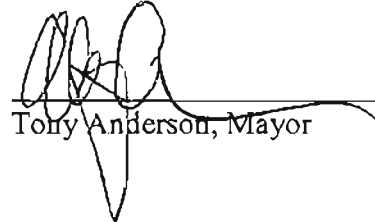
Section 1. The following position is hereby added to the City's Classification and Compensation Plan, as indentified in Chapter 2.65 of the SeaTac Municipal Code and as adopted as part of the City's 2012 Annual Budget:

<u>Department</u>	<u>Position</u>	<u>Range</u>
Community and Economic Development	Code Compliance Program Coordinator	51

Section 2. This Ordinance shall not be codified and shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this 13th day of November, 2012, and signed in authentication thereof on this 13th day of November, 2012.

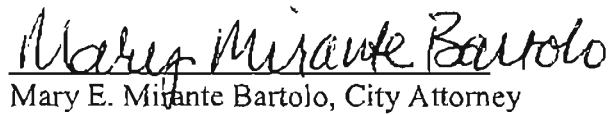
CITY OF SEATAC


Tony Anderson, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: 11/24/12]

[Code Compliance Program Supervisor]

CITY OF SEATAC

**CLASS TITLE: CODE COMPLIANCE
PROGRAM COORDINATOR**

Salary Range: 51

FLSA: Non-Exempt

Union: AFSCME

Under the direction of the Building Services Manager, plan, and coordinate a comprehensive code compliance program for the City; coordinate the implementation of an interagency and interdepartmental Action Team; perform technical and policy analysis and prepare recommendations on specific, complex local and regional issues; receive, investigate, research and resolve questions, complaints, violations and issues related to area-specific projects or projects as assigned; prepare and maintain a variety of records, reports, notices, and files; implement the Building Division's public education program related to code enforcement; assist local businesses and residents to improve neighborhood appearances; interact with and represent the City at meetings involving State, local and private agencies, other cities, and the general public.

REPRESENTATIVE DUTIES:

1. Plan, organize and coordinate City's code compliance activities and programs in accordance with State and federal laws, and City codes to assure the efficient, effective and timely completion of activities. *E*
2. Train and assist staff in a comprehensive code compliance program for the City. Coordinate code compliance activities and keep others abreast of emerging issues to ensure that the City's code compliance objectives are met. *E*
3. Conduct technical and policy research and analysis on a variety of local and regional issues. *E*
4. Prepare, propose and implement code enforcement policies, procedures and ordinances; revise and amend policies, procedures and ordinances as needed; maintain current knowledge of code enforcement trends. *E*
5. Provide education and outreach on code compliance. Provide information and assistance to City departments and employees, citizens, businesses and community groups to achieve established goals and objectives. *E*
6. Create informational and promotional materials. Write press releases, City newsletters and provide information related to departmental programs and activities to news media as appropriate. *E*

7. Organize, attend, and conduct community meetings to present information and to gather public participation, sentiment, opinion, and suggestions; analyze and present results of public input. *E*
8. Represent the City at community meetings and regional forums; provide technical information and expertise concerning assigned responsibilities; oversee document production and distribution; coordinate with other agencies with the formation of an Action Team and set meeting agendas; compile technical meeting notes; provide formal and informal feedback on specific issues; develop and maintain stakeholder databases. *E*
9. Perform Code Compliance Officer duties and responsibilities as needed. *E*
10. Coordinate abatement actions according to established procedures. *E*
11. Advise citizens and business owners regarding code requirements; answer inquiries from the public; assist to improve neighborhood appearances; meet with citizens, discuss code requirements over the telephone, respond in writing, or meet with groups at community meetings. *E*
12. Communicate with City departments and outside agencies to coordinate activities, exchange information, and resolve issues and concerns related to code enforcement activities. *E*
13. Develop and maintain cooperative efforts and relationships with other city divisions and departments and public and private agencies; prepare and present reports and recommendations to the City Council, Planning Commission, various Council and special committees, and at public hearings as required. *E*
14. Coordinate special projects and programs and staff various committees and commissions as assigned. *E*
15. Operate a desktop computer, camera, video camera, measuring tools and a City vehicle to conduct assigned duties. *E*
16. Perform related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

KNOWLEDGE OF:

- Applicable federal, State and local laws, codes, ordinances, regulations, policies and procedures related to code enforcement.
- Ordinances and codes concerning environmental issues, health, safety and sanitation standards for housing and other buildings.
- Field inspection techniques and procedures.
- Technical aspects of field of specialty.
- City organizations, functions, authorities, responsibilities, and issues.

- Applicable laws, codes and regulations as they relate to assigned projects.
- Community issues and political sensitivities.
- Interpersonal skills using tact, patience and courtesy.

SKILLED IN:

- Performing a variety of inspections of property to assure compliance with federal, State and local codes and ordinances.
- Analyzing, interpreting and assuring compliance with local, regional and state regulations, requirements and restrictions of assigned projects.
- Reading, interpreting, applying and explaining rules, regulations, policies and procedures.
- Researching and analyzing issues and alternatives consistent with City plans and policies.
- Preparing, editing and maintaining a variety of written reports, graphics, and other materials.
- Providing effective, accurate, clear and persuasive oral and written communications to individuals and groups.
- Operating a desktop computer for word processing, data analysis and project tracking.
- Collecting, analyzing and interpreting planning data and trends.
- Prioritizing and scheduling work.

ABILITY TO:

- Work independently with little direction.
- Establish and maintain cooperative working relationships with other city, county, state, and federal agencies, developers, contractors, City staff and the public.
- Deal with sensitive situations tactfully and with understanding.

REQUIRED EDUCATION AND EXPERIENCE:

- Bachelor's degree in construction management, business administration, public administration, public safety and justice, planning or related field is preferred.
- Associate's degree in construction management, business administration, public administration, public safety and justice, planning or related field is required.
- Five (5) years increasingly responsible code enforcement or investigative experience.
- Public relations experience preferred.
- American Association of Code Enforcement (AACE) certification desired.
- A combination of experience and training that provides the candidate with the knowledge and skills to perform the job will be considered.

LICENSES AND OTHER REQUIREMENTS:

- Valid driver's license with driving record acceptable to the City's driver's record policy and practices. A three (3) year driving record abstract must be submitted prior to hire.
- Local government experience preferred.

WORKING CONDITIONS:

ENVIRONMENT:

Indoor and outdoor environment; subject to driving a vehicle to conduct work.

PHYSICAL ABILITIES:

Dexterity of hands and fingers to operate assigned equipment; sitting or standing for extended periods of time; walking over rough or uneven ground; climbing; bending at the waist; seeing to investigate violations of codes; hearing and speaking to exchange information related to code enforcement.

HAZARDS:

Possible exposure to chemicals and gases; working at heights during inspections and investigations; contact with dissatisfied or abusive individuals.

Created 10/12 G. Schenk/S.Johnson



ORDINANCE NO 12-1017

AN ORDINANCE of the City Council of the City of SeaTac, Washington, setting the 2013 property tax levy, and establishing the amount to be levied by taxation in 2013 on the assessed valuation of the property of the City.

WHEREAS, the City Council of the City of SeaTac has met and considered its budget for calendar year 2013 as part of its 2013-2014 Biennial Budget development process; and

WHEREAS, RCW 84.52 requires that, upon fixing of the amount of property taxes to be levied, the City Clerk shall certify the same to the Clerk of the King County Council; and

WHEREAS, RCW 84.55 as amended in 1997 by Referendum 47, requires a statement of any increased tax in terms of both dollar amount and percentage change from the previous year; and

WHEREAS, the King County Assessor, has submitted an estimated assessed valuation of all taxable property situated within the boundaries of the City equal to \$4,373,228,006; and

WHEREAS, the SeaTac City Council, after hearing and after duly considering all relevant evidence and testimony presented, determined that the City of SeaTac requires a regular levy in the amount of \$13,338,345 which includes an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City and in its best interest;

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

SECTION 1. Estimated Amount to be Collected by Ad Valorem Taxation.

The amount of revenue to be collected by the City in the fiscal year 2013 by taxation on the assessed valuation of all taxable property situated within the boundaries of the City is estimated to be the sum of \$13,338,345.

SECTION 2. Increase in Property Tax Revenue From the Previous Year.

The 2013 levy amount includes (1) an increase in the regular property tax levy from the previous year of One-hundred Thirty Thousand Dollars (\$130,000), or one point zero percent (1.0%), (2) new construction and improvements to property, (3) any increase in the value of state-assessed property, and (4) amounts authorized by law as a result of any annexations that have occurred, as well as applicable refunds already made.

SECTION 3. Estimated Levy Rate.

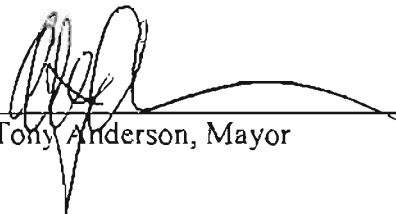
Based on the assessed valuation estimated received from King County prior to this City Council action, the regular ad valorem levy rate for collection during the fiscal year of 2013 is estimated to be set at \$3.05 per thousand dollars of assessed value of all taxable property situated within the boundaries of the City.

SECTION 4. Effective Date.

This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

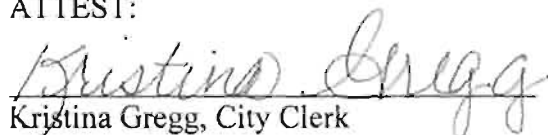
ADOPTED this 13th day of November, 2012, and signed in authentication thereof on this 13th day of November, 2012.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:

Mary Mirante Bartolo

Mary E. ~~Mirante~~ Bartolo, City Attorney

[Effective Date: 11/24/12]

[2013 Ad Valorem Property Tax Levy]

ORDINANCE NO. 12-1018

AN ORDINANCE of the City Council of the City of SeaTac, Washington, adopting the 2013-2014 Biennial Budget and appropriating funds for the estimated expenditures.

WHEREAS, State Law, Chapter 35A.34 RCW requires the City to adopt a biennial budget and provides procedures for the filing of estimates, a preliminary budget, deliberations, a public hearing, and final fixing of the biennial budget; and

WHEREAS, a preliminary biennial budget for the fiscal years 2013-2014 has been prepared and filed; a public hearing has been held for the purpose of fixing the final biennial budget; and the City Council has deliberated and has made adjustments and changes deemed necessary and proper;

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

Section 1. The final 2013-2014 biennial budget for the City of SeaTac, covering the period from January 1, 2013, through December 31, 2014, is hereby adopted by reference with 2013-2014 appropriations in the amount for all funds of \$122,743,239.

Section 2. The biennial budget sets forth totals of estimated appropriations for each separate fund, and the aggregate totals for all such funds. The said biennial budget appropriation, in summary by fund for 2013-2014 and the aggregate total for all funds of the City of SeaTac is as follows:

<u>Fund #</u>	<u>Fund Name</u>	<u>2013</u> <u>(Reference)</u>	<u>2014</u> <u>(Reference)</u>	<u>TOTAL</u> <u>BUDGET</u>
001	General	\$31,696,495	\$32,240,445	\$63,936,940
102	Street	4,334,067	11,083,105	15,417,172
103	Contingency Reserve	0	0	0
105	Port ILA	1,235,500	472,917	1,708,417
106	Transit Planning	325,000	250,000	575,000
107	Hotel/Motel	1,293,895	1,298,322	2,592,217
108	Building Management	1,318,350	1,024,563	2,342,913
110	Building Repair/Repl.	181,666	114,308	295,974
111	Des Moines Creek Basin ILA	514,800	308,800	823,600
204	Special Assessment Debt	107,625	0	107,625
205	LID Guarantee	0	0	0
206	2009 LTGO Refunding Bond	747,300	348,400	1,095,700
207	SCORE Bond Fund	161,799	161,762	323,561

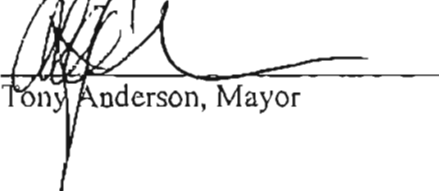
301	Muni. Capital Improvements	3,945,962	1,406,767	5,352,729
303	Fire Equipment Reserve	501,453	1,043,226	1,544,679
306	Muni. Facilities CIP	1,659,870	1,460,248	3,120,118
307	Transportation CIP	7,955,600	8,231,600	16,187,200
308	Light Rail Sta. Areas CIP	750,000	250,000	1,000,000
403	SWM Utility	2,371,681	1,749,056	4,120,737
406	SWM Construction	0	0	0
501	Equipment Rental	785,118	1,413,539	2,198,657
	TOTAL ALL FUNDS	59,886,181	62,857,058	122,743,239

Section 3. A complete copy of the final biennial budget as adopted herein shall be transmitted to the Division of Municipal Corporations in the Office of the State Auditor, and to the Association of Washington Cities. One complete copy of the final biennial budget as adopted herein shall be filed with the City Clerk and shall be available for use by the public.

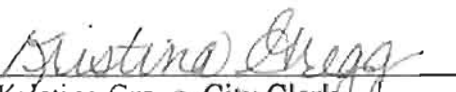
Section 4. This Ordinance shall be in full force and effect for the fiscal years 2013-2014 five (5) days after passage and publication as required by law.

ADOPTED this 13th day of November, 2012, and signed in authentication thereof on this 13th day of November, 2012.

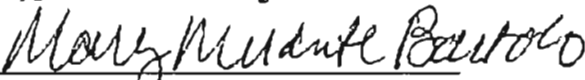
CITY OF SEATAC


 Tony Anderson, Mayor

ATTEST:


 Kristina Gregg, City Clerk

Approved as to form:


 Mary E. M. Bartolo, City Attorney

[Effective Date: 11/24/12]

[2013-2014 Biennial Budget Ordinance]

ORDINANCE NO. 12-1019

An ORDINANCE of the City Council of the City of SeaTac, Washington, amending portions of the City of SeaTac Comprehensive Plan.

WHEREAS, pursuant to the requirements of the Washington State Growth Management Act, the City of SeaTac is required to develop and adopt a Comprehensive Plan, which plan is required to include various elements for land use, housing, transportation, capital facilities and utilities, economic development, parks and recreation, and which may include other elements such as, community image, environmental management, and human services; and

WHEREAS, the City adopted its Comprehensive Plan in December, 1994, after study, review, community input and public hearings; and

WHEREAS, the State Growth Management Act (RCW 36.70A.130) requires that each comprehensive land use plan and development regulations be subject to continuing review and evaluation by the county or city that adopted them; and

WHEREAS, the State Growth Management Act provides for amendments to the Comprehensive Plan no more than once per year; and

WHEREAS, the City Council authorized, by Resolution No. 97-001, a process for amending the Comprehensive Plan; and

WHEREAS, it is necessary to update the Comprehensive Plan Capital Facilities Element, 6-year Capital Facilities Plan, and other sections as identified through public process; and

WHEREAS, procedures for amending the Plan have been implemented in 2012, including efforts to solicit public input, acceptance of proposals for Comprehensive Plan

amendments, evaluation according to preliminary and final criteria; and

WHEREAS, the environmental impacts of the proposed amendments have been assessed, and a Determination of Nonsignificance, File No. SEP12-0007, was issued September 13, 2012; and

WHEREAS, after a public hearing on November 6, 2012 to consider proposed amendments to the Comprehensive Plan, the Planning Commission recommended adoption of proposed amendments to the Comprehensive Plan, and made its recommendation to the City Council; and

WHEREAS, after consideration of testimony received at the Public Hearing, the Department of Community and Economic Development has recommended to the City Council adoption of the proposed amendments to the Comprehensive Plan as shown in the Final Docket Staff Report; and

WHEREAS, copies of these proposed amendments were filed with the Washington Department of Commerce not less than sixty days prior to final action, pursuant to RCW 36.70A.106 and WAC 365-195-620; and

WHEREAS, all of the foregoing recitals are deemed by the City Council to be findings of fact;

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

Section 1. The City of SeaTac Comprehensive Plan, adopted on December 20, 1994, and amended annually in subsequent years, is hereby amended as set forth in Exhibit A. A copy of the amendments shall be maintained on file with the Office of the City Clerk for public inspection.

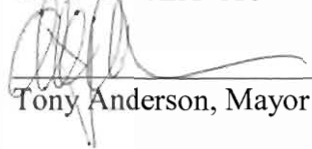
Section 2. The City Clerk is directed to transmit a complete and accurate copy of this Ordinance to the Washington Department of Commerce, Growth Management Services Division within ten days after final adoption, pursuant to RCW 36.70A.106 and WAC 365-195-620. The City Clerk is also directed to transmit a complete and accurate copy of this Ordinance to the Puget Sound Regional Council (PSRC), pursuant to RCW 36.70A.100 and RCW 36.70A.210. The Clerk is further directed to transmit a copy of this Ordinance, together with copies of other Ordinances amending development regulations adopted within the preceding twelve months, to the King County Assessor by the ensuing 31st day of July, pursuant to RCW 35A.63.260.

Section 3. If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances shall not be affected.

Section 4. This Ordinance shall be in full force and effect five (5) days after passage and publication.

ADOPTED this 26th day of November, 2012 and signed in authentication thereof this 26th day of November, 2012.

CITY OF SEATAC


Tony Anderson, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Milante-Bartolo, City Attorney

[Effective Date: 12/4/12]

[2012 Comprehensive Plan Amendments]

Exhibit A

2012 Comprehensive Plan Amendments

Map Amendments

Map Amendment A-1

Not included: Not recommended for adoption

Map Amendment A-2

Not included: Not recommended for adoption

Map Amendment B-1

Annual Amendments to Existing Land Use Map

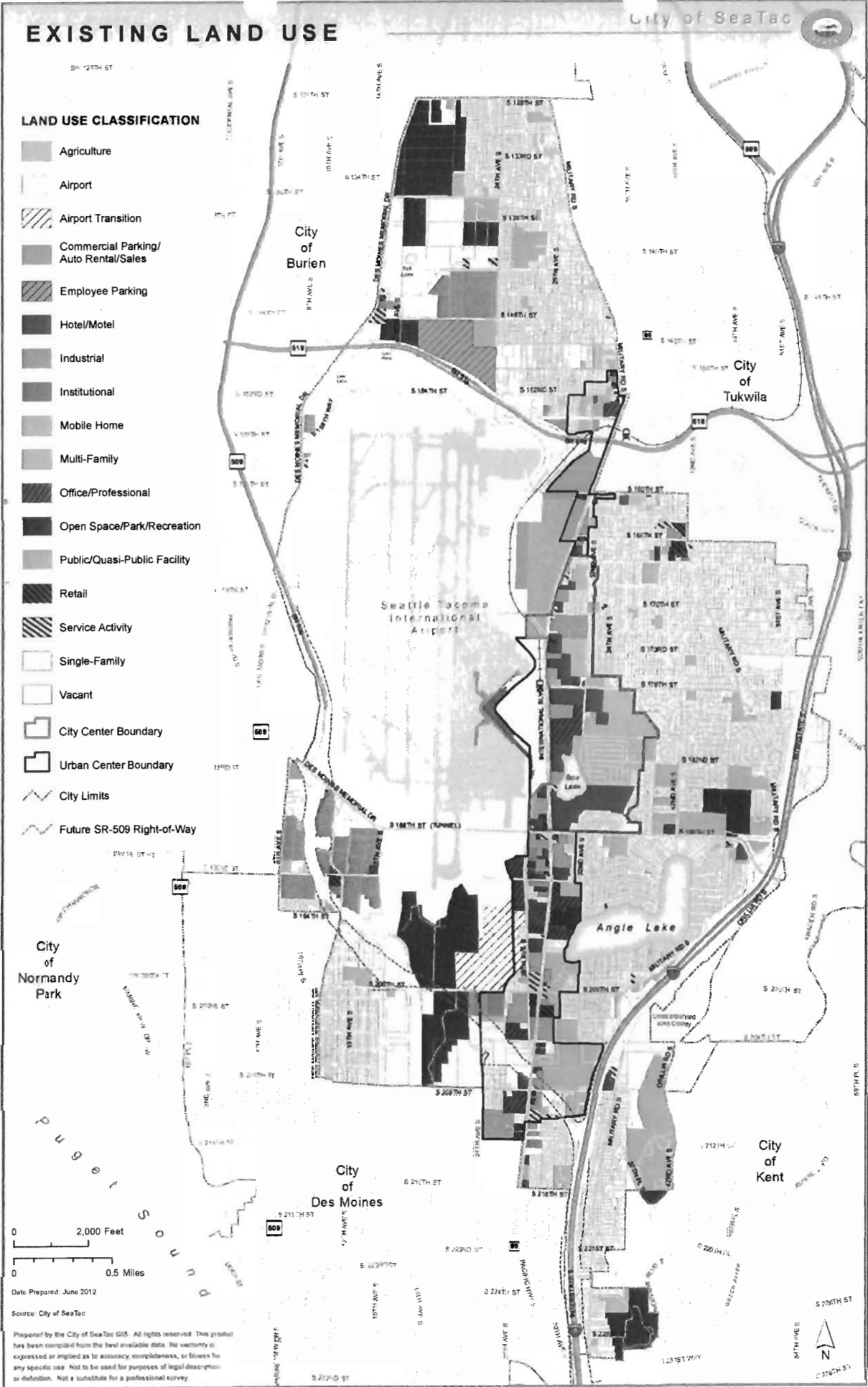
“Housekeeping Amendment”

EXISTING LAND USE

City of SeaTac

LAND USE CLASSIFICATION

-  Agriculture
-  Airport
-  Airport Transition
-  Commercial Parking/Auto Rental/Sales
-  Employee Parking
-  Hotel/Motel
-  Industrial
-  Institutional
-  Mobile Home
-  Multi-Family
-  Office/Professional
-  Open Space/Park/Recreation
-  Public/Quasi-Public Facility
-  Retail
-  Service Activity
-  Single-Family
-  Vacant
-  City Center Boundary
-  Urban Center Boundary
-  City Limits
-  Future SR-509 Right-of-Way



Date Prepared: June 2012
Source: City of SeaTac

Prepared by the City of SeaTac GIS. All rights reserved. This product has been compiled from the best available data. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use. Not to be used for purposes of legal description or definition. Not a substitute for a professional survey.

COMPREHENSIVE PLAN - MAP 1.4

Text Amendments

Text Amendment T-1

New growth forecast information:

Withdrawn

Text Amendment T-2:

Narrative section related to Map
Amendment B-2

EXISTING LAND USE PATTERNS

Text Amendment T-2

Land uses in SeaTac reflect the general range of land uses that are found in an urban environment, such as residential, commercial and industrial development. Several prominent features of the study area include Sea-Tac International Airport, Angle and Bow Lakes and the several highways and major arterials that intersect SeaTac.

The City of SeaTac currently contains 8,072 acres, or 12.6 square miles, of land within its borders (this includes all streets, roads, highways, and other rights-of-way not shown in figures A1.1 and A1.2). As shown in Figures A1.1 and A1.2 below, this land acreage consists primarily of airport-related, single-family residential, and commercial/retail land uses. The percentages cited below are based on a SeaTac acreage subtotal (~~5,460~~5,443 acres) that excludes rights-of-way from the total amount. If included into the percentage breakdowns, rights-of-way would be among the single largest land use category with ~~2,612~~2,629 acres (32% of the total land area). Map 1.4 illustrates the existing land use distribution in the City.

**Figure A1.1
Land Use Summary Chart
[NEW 2012 Chart]**

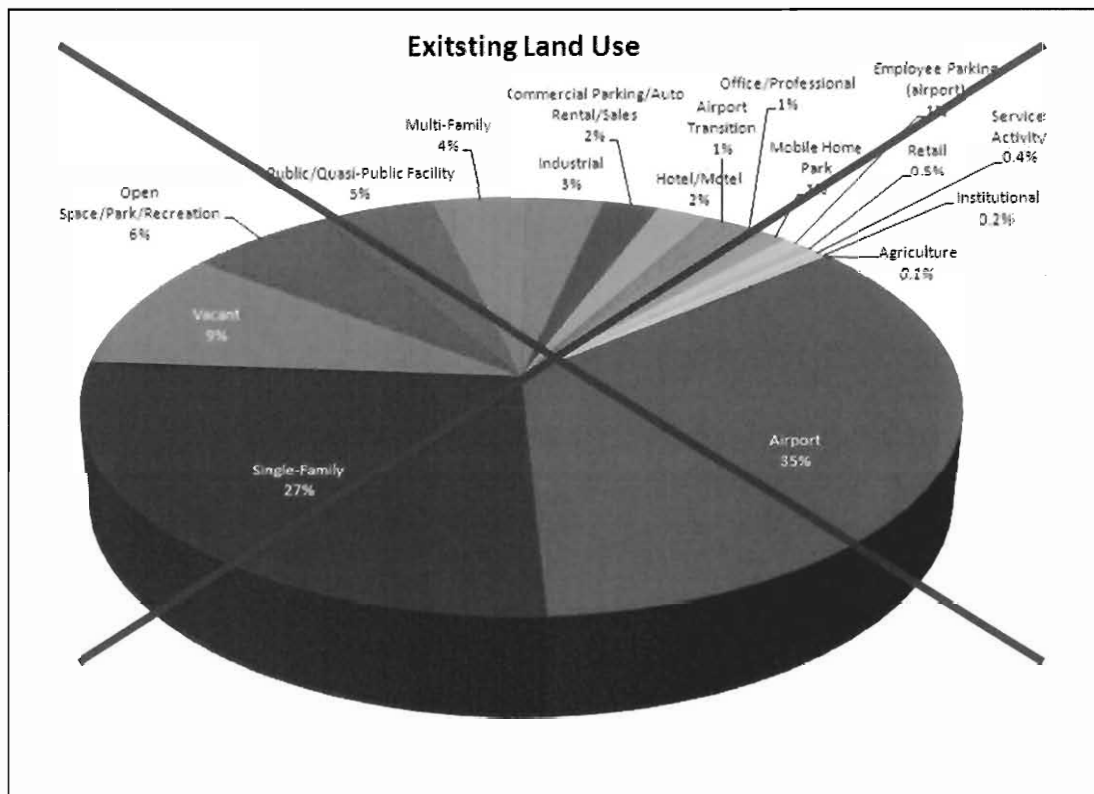
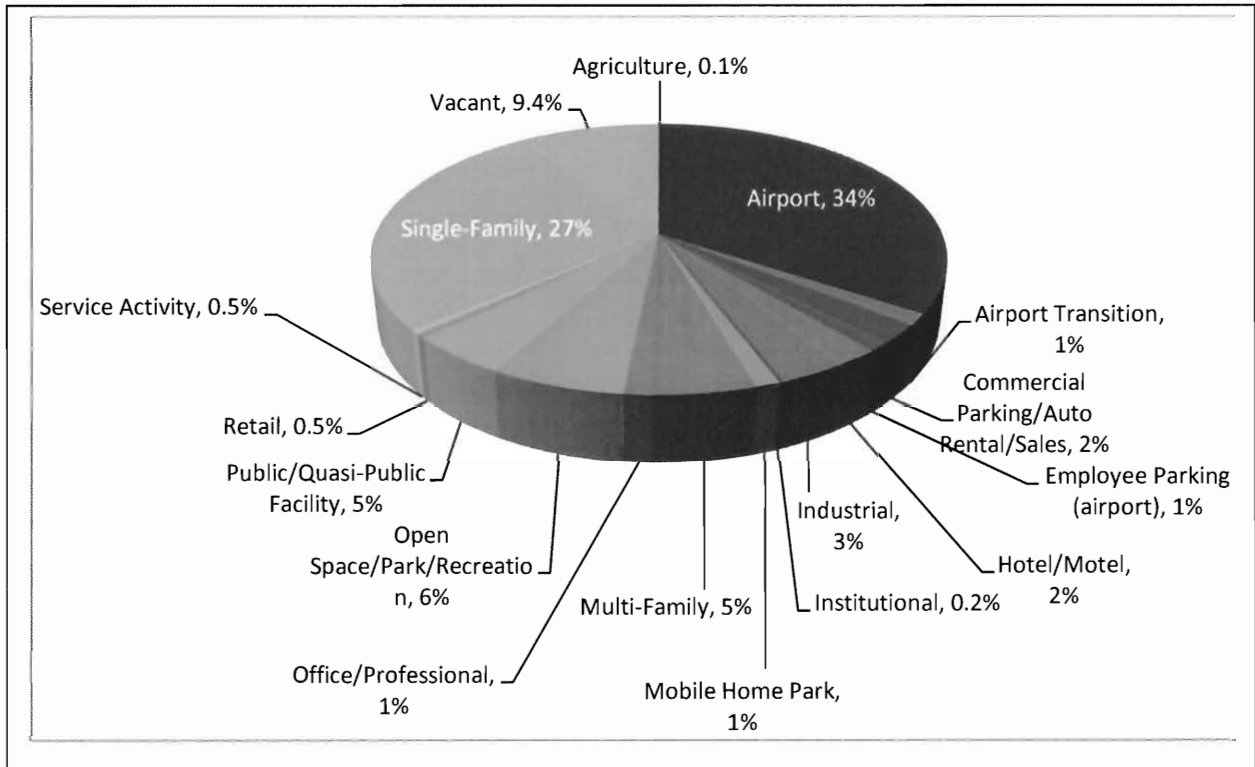


Figure A1.2
Land Use Summary Tab
 The existing land use categories are described below.
[NEW 2012 Table]

<u>Land Use</u>	<u>Square Feet</u>	<u>Acres</u>	<u>Percent of Total</u>
<u>Agriculture</u>	<u>351,530</u>	<u>8</u>	<u>0.1%</u>
<u>Airport</u>	<u>80,873,455</u>	<u>1,857</u>	<u>34%</u>
<u>Airport Transition</u>	<u>3,091,908</u>	<u>71</u>	<u>1%</u>
<u>Commercial Parking/Auto Rental/Sales</u>	<u>5,386,700</u>	<u>124</u>	<u>2%</u>
<u>Employee Parking (airport)</u>	<u>2,261,600</u>	<u>52</u>	<u>1%</u>
<u>Hotel/Motel</u>	<u>5,078,516</u>	<u>117</u>	<u>2%</u>
<u>Industrial</u>	<u>7,513,658</u>	<u>172</u>	<u>3%</u>
<u>Institutional</u>	<u>414,200</u>	<u>10</u>	<u>0.2%</u>
<u>Mobile Home Park</u>	<u>2,671,132</u>	<u>61</u>	<u>1%</u>
<u>Multi-Family</u>	<u>11,633,646</u>	<u>267</u>	<u>5%</u>
<u>Office/Professional</u>	<u>3,046,262</u>	<u>70</u>	<u>1%</u>
<u>Open Space/Park/Recreation</u>	<u>15,382,541</u>	<u>353</u>	<u>6%</u>
<u>Public/Quasi-Public Facility</u>	<u>11,263,607</u>	<u>259</u>	<u>5%</u>
<u>Retail</u>	<u>1,222,759</u>	<u>28</u>	<u>0.5%</u>
<u>Service Activity</u>	<u>1,080,448</u>	<u>25</u>	<u>0.5%</u>
<u>Single-Family</u>	<u>63,517,768</u>	<u>1,458</u>	<u>27%</u>
<u>Vacant</u>	<u>22,309,016</u>	<u>512</u>	<u>9%</u>
<u>Total</u>	<u>237,098,746</u>	<u>5,443</u>	<u>100%</u>

Land Use	Square Feet	Acres	Percent of Total
Agriculture	350,004.0	8.0	0.1%
Airport	83,982,094.2	1,928.0	35.3%
Airport Transition	3,056,085.4	70.2	1.3%
Commercial Parking/Auto Rental/Sales	5,626,830.0	129.2	2.4%
Employee Parking (airport)	2,198,643.6	50.5	0.9%
Hotel/Motel	5,119,458.0	117.5	2.2%
Industrial	7,776,737.6	178.5	3.3%
Institutional	414,828.4	9.5	0.2%
Mobile Home Park	2,738,359.7	62.9	1.2%
Multi-Family	9,542,766.0	219.1	4.0%
Office/Professional	3,054,874.7	70.1	1.3%
Open Space/Park/Recreation	15,029,045.1	345.0	6.3%
Public/Quasi-Public Facility	11,029,298.5	253.2	4.6%
Retail	1,173,060.2	26.9	0.5%
Service Activity	988,601.0	22.7	0.4%
Single-Family	64,119,724.6	1,472.0	27.0%
Vacant	21,643,173.1	496.9	9.1%
Total	237,843,584.0	5,460.1	100%

RESIDENTIAL LAND USES

A majority (53 percent) of SeaTac's residential units are **single-family** homes (2012 2010 Washington Office of Financial Management). In fact, 27.3% percent (1,458 1,472.0-acres) of the City's acreage is single-family residential. This situation represents the area's historic development trend, which initially was focused primarily on residential and agricultural land uses. It wasn't until the construction of S.R. 99 and, later, Seattle-Tacoma International Airport that significant commercial development started to appear within the community.

Much of the newer residential development in SeaTac has been **multi-family** in nature, including an 80-unit senior housing facility at 4040 S. 188th St, completed in 2004. While there are pockets of multiple family housing in numerous sections of the City, two areas of major concentration are located in the vicinity of:

- A. S. 176th and S. 180th Streets between 32nd and 38th Avenues South; and
- B. S. 204th and 211th Streets between International Boulevard and I-5.

Multi-family development consumes less land per housing unit than single-family housing. For example, multi-family residential units make up 40.3 41 percent of the total residential units in SeaTac, but only consume 4.5 percent of the City's area and 12.5 15 percent of the residentially used land.

SeaTac has a relatively large number of **mobile homes** (544 543 units), which make up 5 percent of the City's housing units. Most of the mobile homes are located in mobile home parks, which include the following (Data are from the City's 2011 2012 OFM Housing Unit and Population Estimate Report):

- Bow Lake Mobile Home Park 408 407 Units
18030 32nd Avenue S.
- Firs Mobile Home Park 73 Units
20440 International Boulevard
- Angle Lake Mobile Home Park 63 Units
2916 S. 200th Street

The last of the mobile home parks west of International Boulevard were closed in January of 2010. The three mobile home parks listed above are located east of International Boulevard and are outside of the 65+ Ldn noise impact contour areas, and therefore are not subject to FAA noise insulation requirements.

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Text Amendment T-3

Affordable Housing Policy Updates:

Withdrawn

Text Amendment T-4
Capital Facilities Plan

CHAPTER 4

Text Amendment T-4

CAPITAL FACILITIES BACKGROUND REPORT

SUMMARY

The Capital Facilities Element, also referred to as the Capital Facilities Plan (CFP), is one of the elements of the City of SeaTac's Comprehensive Plan that is required by Washington's Growth Management Act (GMA). Capital facilities are public facilities with a minimum cost of \$25,000 and an expected useful life of at least 10 years. Capital facilities require special advanced planning because of their significant costs and long lives.

CAPITAL FACILITIES PLAN SUPPORT DOCUMENTS

The City of SeaTac's CFP consists of this Capital Facilities Element of the Comprehensive Plan, and 2 support documents:

- 1. Capital Facilities Requirements:** An analysis of the need for additional facility capacity to serve current and future development. Multiple scenarios use different levels of service (for example, current LOS vs. recommended LOS) to quantify the capacity needs and to estimate the cost of meeting those needs.
- 2. Revenue Sources for Capital Facilities:** Analysis of each source of revenue that the City can legally use for capital facilities, including sources now in use as well as other sources the City does not now use.

GROWTH ASSUMPTION

This CFP is based on the following established and projected population data:

Year	City-Wide
2001	25,380
2002	25,320
2003	25,100
2004	25,130
2005	25,140
2006	25,230
2007	25,530
2008	25,720
2009	25,730
2010	25,890
2011	27,110
2012	27,432 27,210
2013	27,719 27,486
2014	28,151 27,782
2015	28,548 28,097
2016	28,970 28,342
2017	29,397 28,787
2017-2018	29,161

CAPITAL COSTS

The cost of capital improvements for 2012-2013 through 2017-2018 is:

Figure A4.1
Capital Improvement Costs, 2011-2013 - 2016-2018
 (All Amounts are times \$1,000)

TYPE OF FACILITY	City Cost	Non-City Cost	Total Cost*
City Hall	\$2,283.4 \$ 608.0	\$38.8 \$ 46.8	\$2,322.2 \$ 654.8
Parks and Park Facilities	\$6,935.3 \$ 5,937.8	\$237.9 \$ 318.9	\$7,209.2 \$ 6,256.7
Fire Services	\$5,195.5 \$ 6,507.5	\$600.0 \$ 0.0	\$5,795.5 \$ 6507.5
Surface Water Management	\$660.0 \$ 930.0	\$ 0.0	\$660.0 \$ 930.0
Transportation	\$34,234.1 \$41,655.7	\$20,925.9 \$21,891.3	\$55,160.0 \$63,547.0
Station Areas	\$2626.0	\$0.0	\$2626.0
TOTAL	\$51,934.3 \$55,639.0	\$21,838.6 \$22,257.0	\$73,772.9 \$77,896.0

FINANCING

The financing plan for these capital improvements includes:

Figure A4.2
2012-2017 Revenue
 (All amounts are x \$1,000)

Revenue Source	City*	Non-City**	Total*
Existing Revenues	\$37,408.3	\$2,650.6 \$1,043.4	\$40,058.9
	\$42,739.0		\$42,822.4
New Revenues	\$14,526.0	\$19,188.0	\$33,714.0
	\$12,900.0	\$21,243.6	\$34,143.6
TOTAL	\$51,934.3	\$21,838.6	\$73,772.9
	\$55,639.0	\$22,257.0	\$77,896.0

* City Sources include bonds, the General Fund, the City Arterial and City Street Funds, the SWM Fund, the Capital Reserve Fund, and parking and other taxes.

** Non-city sources include grants, donations, impact fees and contributions from outside agencies /jurisdictions toward joint projects.

LEVEL OF SERVICE CONSEQUENCES OF THE CFP

The CFP will enable the City of SeaTac to accommodate over 87% growth during the next 6 years (from ~~25,890~~ 27,210 to ~~29,161~~ 28,048 people) while maintaining the ~~2011~~ 2012 level of service (LOS) for the following public facilities:

Figure A4.3
Facilities With Non-Population Growth-Based LOS

Facility	LOS Units	Existing 2011 2012 LOS	Adopted LOS Standard
Surface Water Management	Storm Cycle/Duration	100 Yr.-24 Hr.	100 Yr.-24 Hr.
Transportation	Volume/Capacity Ratio	LOS D/E; Some intersections F	LOS D/E; Some intersections F

**Figure A4.4
Facilities With Population Growth-Based LOS**

Facility	LOS Units	Existing 2011 2012 LOS	Adopted LOS Standard	Page(s) (will be added to updated in final draft)
City Hall	Gross Sq. Ft./City Hall Employee	402.26	256.00	23
Community Center	Sq. Ft./1,000 population	1,110.62 1,106	1020.00	64
Fire Services	Svc. Units	0.11	0.10	68
Community Parks	Acres	2.32	1.70	31
Neighborhood Parks	Acres	0.37	0.27	34
Pocket/Mini Parks	Sq. Ft.	2,712 2,702	500.00	37
Trails/Linear Parks	Lineal Ft.	834.80 831	251.60	39
Badminton Courts	Courts	0.11	0.10	41
Baseball/Softball Fields, adult	Fields	0.15	0.08	42
Baseball/Softball Fields, youth	Fields	0.22	0.15	43
Basketball Courts, indoor	Courts	0.07	0.04	44
Basketball Courts, outdoor	Courts	0.041	0.23	45
BMX Track	Tracks	0.04	0.03	46
Boat Launch	Launches	0.04	0.03	47
Botanical Garden	Gardens	0.04	0.01	48
Fishing Pier	Piers	0.04	0.03	49
Football/Soccer Fields	Fields	0.26	0.18	50
Pickleball Courts, indoor	Courts	0.011	0.10	51
Picnic Shelters	Shelters	0.07	0.06	52
Picnic Table Areas	Table Areas	0.07	0.03	53
Playgrounds	Playgrounds	0.26	0.24	54
Roller Hockey	Rinks	0.04	0.03	55
Skateboard Parks	Parks	0.04	0.03	56
Swimming Pools	Pools	0.04	0.02	57
Tennis Courts	Courts	0.37	0.30	58
Theater, outdoor	Theaters	0.04	0.03	59
Volleyball Courts	Courts	0.18	0.12	60
Weight/Fitness Rooms	Courts	0.07	0.04	61

NOTE: The City does not intend to reduce the facilities available to the community. An adopted LOS that is lower than the existing LOS means that the City is currently providing a level of service higher than its commitment, and that as population increases over time, the existing LOS will decline to approach the adopted LOS.

In addition, improvements made to existing facilities may increase their capacity to serve the community, and prevent the existing LOS from declining.

INTRODUCTION

DEFINITION AND PURPOSE OF CAPITAL FACILITIES PLAN

The CFP is a 6-year plan for capital improvements that support the City of SeaTac's current and future population and economy. The capital improvements are fully funded, not a "wish list." One of the principal criteria for identifying needed capital improvements is standards for levels of service (LOS). The CFP contains LOS standards for each public facility, and requires that new development be served by adequate facilities (for example, the "concurrency" requirement). The CFP also contains broad goals and specific policies that guide and implement the provision of adequate public facilities.

The purpose of the CFP is to use sound fiscal policies to provide adequate public facilities consistent with the land use element and concurrent with, or prior to the impacts of development in order to achieve and maintain adopted standards for levels of service, and to exceed the adopted standards, when possible.

WHY PLAN FOR CAPITAL FACILITIES?

There are at least three reasons to plan for capital facilities: growth management, good management, and eligibility for grants and loans.

Growth Management

A CFP is required by the GMA. The CFP is one of five required elements of the City of SeaTac's Comprehensive Plan:

- Land Use
- Housing
- Transportation
- Utilities
- Capital Facilities Plan

Capital facilities plans are required in the Comprehensive Plan in order to:

- Provide capital facilities for land development that is envisioned or authorized by the land use element of the Comprehensive Plan.
- Maintain the quality of life for existing and future development by establishing and maintaining standards for the level of service of capital facilities.
- Coordinate and provide consistency among the many plans for capital improvements, including:
 - Other elements of the Comprehensive Plan (for example, transportation and utilities elements),
 - Master plans and other studies of the local government,
 - Plans for capital facilities of state and/or regional significance,
 - Plans of other adjacent local governments, and
 - Plans of special districts.
- Insure the timely provision of adequate facilities as required in the GMA.
- Document all capital projects and their financing (including projects to be financed by impact fees and/or real estate excise taxes that are authorized by GMA).

The CFP is the element that makes the rest of the Comprehensive Plan real. By establishing levels of service as the basis for providing capital facilities and for achieving concurrency, the CFP determines the quality of life in the community. The requirement to fully finance the CFP (or revise the land use plan) provides a reality check on the vision set forth in the Comprehensive Plan. The capacity of capital facilities that are provided in the CFP affects the size and configuration of the urban growth area.

Good Management

Planning for major capital facilities and their costs enables the City of SeaTac to:

- Demonstrate the need for facilities and the need for revenues to pay for them;
- Estimate future operation/maintenance costs of new facilities that will impact the annual budget;
- Take advantage of sources of revenue (for example, grants, impact fees, real estate excise taxes) that require a CFP in order to qualify for the revenue; and
- Get better ratings on bond issues when the City borrows money for capital facilities (thus reducing interest rates and the cost of borrowing money).

Eligibility for Grants and Loans

The Department of Community, Trade and Economic Development's (DCTED) Public Works Trust Fund requires that local governments have some type of CFP in order to be eligible for loans. Some other grants and loans have similar requirements, or give preference to governments that have a CFP.

STATUTORY REQUIREMENTS FOR CAPITAL FACILITIES PLANS

The GMA requires the CFP to identify public facilities that will be required during the six years following adoption of the new plan (~~2011~~2013 through ~~2016~~2018). Each year the CFP is amended to reflect the subsequent six-year time frame. Thus, this CFP addresses the Capital needs of the City for the ~~2012-2017~~2013-2018 time frame. The CFP must include the location and cost of the facilities, and the sources of revenue that will be used to fund the facilities. The CFP must be financially feasible; in other words, dependable revenue sources must equal or exceed anticipated costs. If the costs exceed the revenue, the City must reduce its level of service, reduce costs, or modify the land use element to bring development into balance with available or affordable facilities.

Other requirements of the GMA mandate forecasts of future needs for capital facilities, and the use of standards for levels of service of facility capacity as the basis for public facilities contained in the CFP (see RCW 36.70A.020 (12)). As a result, public facilities in the CFP must be based on quantifiable, objective measures of capacity, such as traffic volume capacity per mile of road, and acres of park per capita.

One of the goals of the GMA is to have capital facilities in place concurrent with development. This concept is known as concurrency (also called "adequate public facilities"). In the City of SeaTac, concurrency requires (1) facilities to serve the development to be in place at the time of development (or for some types of facilities, that a financial commitment is made to provide the facilities within a specified period of time) and (2) such facilities have sufficient capacity to serve development without decreasing levels of service below minimum standards adopted in the CFP. The GMA requires concurrency for transportation facilities. GMA also requires all other public facilities to be "adequate" (see RCW 19.27.097, 36.70A.020, 36.70A.030, and 58.17.110). Concurrency management procedures will be developed to ensure that sufficient public facility capacity is available for each proposed development.

After the CFP is completed, and adopted as part of the Comprehensive Plan, the City must adopt development regulations to implement the plan. The development regulations must be completed within one year of the adoption of the Comprehensive Plan. The development regulations will provide detailed regulations and procedures for implementing the requirements of the plan.

Each year the CFP will likely need to be updated. The annual update should be completed before the City's budget is adopted in order to incorporate the capital improvements from the updated CFP in the City's annual budget.

Traditional Capital Improvement Programs (CIP) vs. New CAPITAL Facilities Plans (CFP)

Traditional capital improvements programs, which are often "wish lists," will not meet these requirements. Figure A4.5 compares traditional CIPs to the new CFP.

Figure A4.5
Traditional CIP vs. New CFP

Feature of Plan	Capital Improvements Program	Capital Facilities Plan
Which facilities?	None Required	All Facilities Required
What priorities?	Any Criteria (or None)	Level of Service Standards
Financing Required?	None Required	Financing Plan Required
Implementation Required?	None Required	Concurrency Required for Identified Facilities

There are traditional and non-traditional approaches to developing capital facilities plans. Two traditional approaches (used to develop CIP's) are needs-driven, and revenue-driven.

- Needs-driven: first develop needed capital projects, then try to finance them. This approach is sometimes called a "wish list."
- Revenue-driven: first determine financial capacity, then develop capital projects that do not exceed available revenue. This approach is also called "financially constrained."

Because of the non-traditional requirements of capital facilities planning under the GMA, the traditional approaches to developing capital improvements can cause problems.

The needs-driven approach may exceed the City's capacity to pay for the projects. If the City cannot pay for needed facilities to achieve the adopted level of service standards, the City must impose a moratorium in order to comply with the concurrency requirement.

The revenue-driven approach may limit the City to capital projects that provide a lower level of service than the community desires. The City may be willing to raise more revenue if it knows that the financial constraints of existing revenues limit the levels of service.

A hybrid approach that overcomes these problems is scenario-driven.

- Scenario-driven: develop two or more scenarios using different assumptions about needs (levels of service) and revenues. Use the scenarios to identify the best combination of level of service and financing plan.

The development of multiple scenarios allows the community and decision makers to review more than one version of the City's future. Each version is like a choice on a menu in a restaurant: the most desirable choices are often the most expensive and the most affordable choices are often not as appealing.

The same is true with the City's CFP: the highest levels of service provide the best quality of life, but the greatest cost (and the greatest risk of a development moratorium if the cost is not paid), while the lowest cost provide less desirable quality of life. The scenario-driven approach enables the City to balance its desire for high levels of service with its willingness and ability to pay for those levels of service.

Other advantages of the scenario-driven approach include:

- Helping the City analyze which approach achieves the best balance among GMA goals;
- Helping prepare analyses required by SEPA (State Environmental Policy Act); and
- Evaluating scenarios for the land use element.

The scenario-driven approach also provides a non-traditional method of policy development. The other approaches begin by setting policies (for example, needs or revenues) then building a plan to implement the policies. The scenario-driven approach uses alternative potential policy assumptions as the basis for different scenarios.

The establishment of City policies is accomplished by reviewing all scenarios. The City Council selects the preferred scenario, and then policies are written to implement the preferred scenario.

The scenarios are used to test alternative policies, and lead to selection of the policy that the community believes they can achieve. The formal language of policies is written after the scenarios are evaluated and the preferred scenarios (and accompanying policies) have been identified.

LEVEL OF SERVICE (SCENARIO-DRIVEN) METHOD FOR ANALYZING CAPITAL FACILITIES

Explanation of Levels of Service

Levels of service are usually quantifiable measures of the amount of public facilities that are provided to the community. Levels of service may also measure the quality of some public facilities.

Typically, measures of levels of service are expressed as ratios of facility capacity to demand (for example, actual or potential users). Figure A4.6 lists examples of levels of service measures for some capital facilities:

Figure A4.6
Sample Level of Service Measurements

Type of Capital Facility	Sample Level of Service Measure
Corrections	Beds per 1,000 population
Fire and Rescue	Average response time
Hospitals	Beds per 1,000 population
Law Enforcement	Officers per 1,000 population
Library	Collection size per capita Building square feet per capita
Parks	Acres per 1,000 population
Roads and Streets	Ratio of actual volume to design capacity
Schools	Square feet per student
Sewer	Gallons per customer per day Effluent quality
Solid Waste	Tons (or cubic yards) per capita or per customer
Surface Water	Design storm (for example, 100-year storm)
Transit	Ridership
Water	Gallons per customer per day Water quality

Each of these level of service measures needs one additional piece of information: the specific quantity that measures the current or proposed level of service. For example, the *standard* for parks might be 5 acres per 1,000 population, but the *current* level of service may be 2.68 acres per 1,000, which is less than the standard.

In order to make use of the level of service method, the City selects the way in which it will measure each facility (for example, acres, gallons, etc.), and it identifies the amount of the current and proposed level of service for each measurement.

There are other ways to measure the level of service of many of these capital facilities. The examples in Figure A4.7 are provided in order to give greater depth to the following discussion of the use of levels of service as a method for determining the City's need for capital facilities.

Method for Using Levels of Service: The level of service method answers two questions in order to develop a financially feasible CFP. The GMA requires the CFP to be based on standards for service levels that are measurable and financially feasible for the six fiscal years following adoption of the plan. The CFP must meet the City's capital needs for the fiscal years ~~2012~~2013-2017~~2018~~.

There are two questions that must be answered in order to meet the GMA requirements:

- What is the quantity of public facilities that will be required by the end of the 6th year?
- Is it financially feasible to provide the quantity of facilities that are required by the end of the 6th year?

The answer to each question can be calculated by using objective data and formulas. Each type of public facility is examined separately (for example, roads are examined separately from parks). The costs of all the types of facilities are then added together in order to determine the overall financial feasibility of the CFP. One of the CFP support documents, "Capital Facilities Requirements" contains the results of the use of this method to answer the two questions for the City of SeaTac.

Question 1: What is the quantity of public facilities that will be required by the end of the 6th year?

Formula 1.1 Demand x Standard = Requirement

Where Demand is the estimated year ~~2016~~2018 population or other appropriate measure of need (for example, dwelling units),

And Standard is the amount of facility per unit of demand (for example, acres of park per capita)

The answer to this formula is the total amount of public facilities that are needed, regardless of the amount of facilities that are already in place and being used by the public.

Formula 1.2 Requirement - Inventory = Surplus or Deficiency

Where Requirement is the result of Formula 1.1,

and Inventory is the quantity of facilities available as of December 31, ~~2011~~2012 (the beginning of the six years covered by the plan).

This formula uses the inventory of existing public facilities, plus facilities that will be completed by December 31, ~~2011~~2012, to offset the total requirement of Formula 1.1. The answer to Formula 1.2 is the net surplus of public facilities, or the net deficit that must be eliminated by additional facilities before December 31, ~~2016~~2018. If a net deficiency exists, it represents the combined needs of existing development and anticipated new development. Detailed analysis will reveal the portion of the net deficiency that is attributable to current development compared to the portion needed for new development (see the CFP support document "Capital Facilities Requirements" for the delineation between current development and new development).

Question 2: Is it financially feasible to provide the quantity of facilities that are required by the end of the 6th year?

A "preliminary" answer to Question 2 is prepared in order to test the financial feasibility of tentative or proposed standards of service. The preliminary answers use "average costs" of facilities, rather than specific project costs. This approach avoids the problem of developing detailed projects and costs that would be unusable if the standard proved to be financially unfeasible. If the standards are feasible at the preliminary level, detailed projects are prepared for the "final" answer to Question 2. If, however, the preliminary answer indicates that a standard of service is not financially feasible, six options are available to the City:

1. Reduce the standard of service, which will reduce the cost, or
2. Increase revenues to pay for the proposed standard of service (higher rates for existing revenues, and/or new sources of revenue), or
3. Reduce the average cost of the public facility (for example, alternative technology or alternative ownership or financing), thus reducing the total cost, and possibly the quality, or
4. Reduce the demand by restricting population (for example, revise the land use element), which may cause growth to occur in other jurisdictions, or
5. Reduce the demand by reducing consumption (for example, transportation demand management techniques, recycling solid waste, water conservation, etc.) which may cost more money initially, but may save money later, or
6. Any combination of options 1-5.

The preliminary answer to Question 2 is prepared using the following formulas (P = preliminary):

Formula 2.1P Deficiency x Average Cost/Unit = Deficiency Cost

Where Deficiency is the Result of Formula 1.2,

and Average Cost/Unit is the usual cost of one unit of facility (for example, mile of road, acre of park, etc.)

The answer to Formula 2.1P is the approximate cost of eliminating all deficiencies of public facilities, based on the use of an "average" cost for each unit of public facility that is needed.

Formula 2.2P Deficiency Cost - Revenue = Net Surplus or Deficiency

Where Deficiency Cost is the result of Formula 2.1P,

and Revenue is the money currently available for public facilities.

The result of Formula 2.2P is the preliminary answer to the test of financial feasibility of the standards of service. A surplus of revenue in excess of cost means the standard of service is affordable with money remaining (the surplus), therefore the standard is financially feasible. A deficiency of revenue compared to cost means that not enough money is available to build the facilities, therefore the standard is not financially feasible. Any standard that is not financially feasible will need to be adjusted using the 6 strategies listed after Question 2.

One of the CFP support documents, "Capital Facilities Requirements" contains the scenarios for the City of SeaTac.

The "final" demonstration of financial feasibility uses detailed costs of specific capital projects in lieu of the "average" costs of facilities used in the preliminary answer, as follows (F = final):

Formula 2.1F Capacity Projects + Non-capacity Projects = Project Cost

Where Capacity Projects is the cost of all projects needed to eliminate the deficiency for existing and future development (Formula 1.2), including upgrades and/or expansion of existing facilities as well as new facilities,

and Non-capacity Projects is the cost of remodeling, renovation or replacement needed to maintain the inventory of existing facilities.

Formula 2.2F. Project Cost - Revenue = Net Surplus or Deficiency

Where Project Cost is the result of Formula 2.1F,

and *Revenue* is the money available for public facilities from current/proposed sources.

The "final" answer to Question 2 validates the financial feasibility of the standards for levels of service that are used for each public facility in the CFP and in the other elements of the Comprehensive Plan. The financially feasible standards for levels of service and the resulting capital improvement projects are used as the basis for policies and implementation programs in the final Capital Facilities Plan.

Setting the Standards for Levels of Service

Because the need for capital facilities is largely determined by the levels of service that are adopted, the key to influencing the CFP is to influence the selection of the level of service standards. Level of service standards are measures of the quality of life of the community. The standards should be based on the community's vision of its future and its values.

Traditional approaches to capital facilities planning rely on technical experts, including staff and consultants, to determine the need for capital improvements. In the scenario-driven approach, these experts play an important advisory role, but they do not control the determination. Their role is to define and implement a process for the review of various scenarios, to analyze data and make suggestions based on technical considerations.

The final, legal authority to establish the levels of service rests with the City Council because they

enact the level of service standards that reflect the community's vision. Their decision should be influenced by recommendations of the 1.) Planning Commission; 2.) providers of public facilities including local government departments, special districts, private utilities, the State of Washington, tribal governments, etc.; 3.) formal advisory groups that make recommendations to the providers of public facilities (for example, CPSC); and 4.) the general public through individual citizens and community civic, business, and issue-based organizations that make their views known or are sought through sampling techniques.

An individual has many opportunities to influence the level of service (and other aspects of the Growth Management Plan). These opportunities include attending and participating in meetings, writing letters, responding to surveys or questionnaires, joining organizations that participate in the CFP process, being appointed/elected to an advisory group, making comments/presentation/testimony at the meetings of any group or government agency that influences the level of service decision and giving input during the SEPA review process.

The scenario-driven approach to developing the level of service standards provides decision-makers and anyone else who wishes to participate with a clear statement of the outcomes of various levels of service for each type of public facility. This approach reduces the tendency for decisions to be controlled by expert staff or consultants, and opens up the decision-making process to the public and advisory groups, and places the decisions before the City Council.

Selection of a specific level of service to be the "adopted standard" was accomplished by a 10-step process:

1. The "current" actual level of service was calculated in 1993, at the beginning of the Capital Facilities Planning Process.
2. Departmental service providers were given national standards or guidelines and examples of local LOS from other local governments.
3. Departmental service providers researched local standards from City studies, master plans, ordinances and development regulations.
4. Departmental service providers recommended a standard for the City of SeaTac's CFP.
5. The first draft of the Capital Facilities Requirements support document forecast needed capacity and approximate costs of two levels of service, the 1993 actual LOS and the department's recommended LOS.
6. The City Council reviewed and commented on the first draft Capital Facilities Requirements report.
7. Departmental service providers prepared specific capital improvements projects to support the 1993 LOS (unless the Council workshop indicated an interest in a different LOS for the purpose of preparing the first draft CFP). In 2002 the City Council adopted LOS standards for individual park and recreation facilities to better reflect the City's commitment to providing improvements to parks without adding to parks acreage.
8. The first draft CFP was prepared using the 1993 LOS (unless the City Council indicated

an interest in a different LOS). The LOS in the first draft CFP served as the basis of capital projects, their costs, and a financing plan necessary to pay for the costs.

9. The draft CFP was reviewed/discussed during City Council-Planning Commission joint workshop(s) prior to formal reading/hearing of CFP by the City Council.
10. The City Council formally adopted levels of services as part of the Comprehensive Plan. The final standards for levels of service are adopted in Policy 4.3. The adopted standards (1) determine the need for capital improvements projects (see Policy 4.4 and the Capital Improvements section) and (2) are the benchmark for testing the adequacy of public facilities for each proposed development pursuant to the "concurrency" requirement (see Policy 4.3). The adopted standards can be amended, if necessary, once each year as part of the annual amendment of the Comprehensive Plan.

Because the CFP is a rolling 6-year plan, it must be revised annually and the revision constitutes one component of the Comprehensive Plan amendment process. Step 1 above indicates the use of the current LOS in the process of adopting service standards, and references 1993 as the base year. In the process of amending the CFP, the current LOS is calculated using the current population, in this case the year ~~2011~~2012.

DEFINITIONS

This section defines specialized terms used throughout the Capital Facilities Element.

Capital Improvement

Buildings, land or equipment with a minimum cost of \$25,000 and an expected useful life of at least 10 years.

Capital Facility

A public facility with a minimum cost of \$25,000 and an expected useful life of at least 10 years.

Capital Facilities Plan

A plan for capital improvements to public facilities necessary to support the City's current and future population and economy. The Capital Facilities Plan typically looks at a 6-year time-frame. Background documents for this CFP also analyze a longer 21-year time-frame.

Category 1 Public Facilities

Facilities owned or operated by the City of SeaTac that are subject to a "no new development" trigger ("concurrency") if established levels of service are not met for existing and new development concurrent with the impacts of new development.

Category 2 Public Facilities

Facilities owned or operated by the City of SeaTac that are not subject to concurrency.

Category 3 Public Facilities

Facilities owned or operated by jurisdictions other than the City of SeaTac, including Federal, State, County and City governments, independent districts and private organizations, that are subject to concurrency.

Category 4 Public Facilities

Facilities owned or operated by jurisdictions other than the City of SeaTac that are not subject to concurrency.

Certificate of Capacity

Certificate issued by the City assuring that adequate public facilities are available to serve a proposed development.

Concurrency

A requirement of the Growth Management Act that "adequate public facilities" to serve a development be in place or planned and financed before the development is permitted.

Concurrency Management System

A system integrated into the development regulations and permit review process which assures that adequate public facilities to serve a development are in place or planned and financed before the development is permitted.

Development Permit

A building permit, or any other development permit, which results in an immediate and continuing impact upon public facilities.

Land Use Approval

A rezone, plat, planned unit development, conditional use permit, shoreline substantial development permit, or any other official action by the City's Department of Planning and Community Development which has the effect of authorizing development of land or changing the conditions under which land can be developed.

Level of Service Standard

A benchmark for measuring the provision of a public service; the amount or quality of a public service that the City of SeaTac adopts and agrees to provide to its residents.

Public Facility

Public facilities are facilities provided by a government, district, or private company for public use. Examples include:

City government (including administrative offices, municipal court and maintenance facilities)

Fire protection and emergency medical services

Law enforcement

Libraries

Parks and recreation facilities

Roads (including related sidewalks and lighting)

Sanitary Sewers

Schools

Solid Waste

Storm Water

Transit

Water

CAPITAL IMPROVEMENTS

INTRODUCTION

This section of the CFP presents capital improvements projects and the financing plan to pay for those projects. It also contains the inventory of existing facilities, a map of existing and planned facilities, the level of service (LOS) standard, concurrency requirements, estimates of future operating and maintenance costs of new capital projects, and non-capital alternatives to achieving the LOS standard.

Each type of public facility is presented in a separate section which follows a standard format. In each section, tables of data are identified with abbreviations that correspond to the type of facility: Table FS-1 refers to Table 1 for FS (Fire Services). Each abbreviation corresponds to the name of the type of facility. Each section provides an overview of the data, with subsections devoted to Current Facilities, Level of Service, Capital Facilities Projects and Financing, Operating Impact of Level of Service Projects, and Concurrency.

INVENTORY OF CURRENT FACILITIES (TABLE 1 OF EACH SUBSECTION)

A list of existing capital facilities, including the name, capacity (for reference to levels of service) and location.

LEVEL OF SERVICE CAPACITY ANALYSIS (TABLE 2 OF EACH SUBSECTION)

A table analyzing facility capacity requirements is presented for each type of public facility. The analysis begins with the same analytical technique and format as the support document "Capital Facilities Requirements." The statistical table at the top calculates the amount of facility capacity that is required to achieve and maintain the standard for level of service. The capital improvements projects that provide the needed capacity are listed below the requirements table, and their capacities are reconciled to the total requirement in the table.

CAPITAL PROJECTS AND FINANCING PLAN (TABLE 3 OF EACH SUBSECTION)

A list of capital improvements that will eliminate existing deficiencies, make available adequate facilities for future growth and repair or replace obsolete or worn out facilities through December 31, ~~2016~~2018. Each list of capital improvements begins with a financing plan, then itemizes the individual projects.

Financing Plan. Specific sources and amounts of revenue are shown which will be used to pay for the proposed capital projects. The amounts shown for each funding source represent only the amount needed to finance the proposed capital projects, and not the total amount available from that source. The amounts of the revenue forecasts are based on data from two support documents "Revenue Sources for Capital Facilities," and "Financial Capacity Analysis."

The "Financial Capacity Analysis" forecasts existing revenue and expenditures to determine the City's overall financial position, and identify existing City of SeaTac revenue that can be used for future capital facility projects.

"Revenue Sources for Capital Facilities" forecasts new sources of revenue that the City could generate for capital facilities projects.

Capital Projects. Each capital improvement project is named, and briefly described. Project locations are specified in the name or description of the project. The cost for each of the next six fiscal years is shown in thousands of dollars (\$1,000). All cost data is in current dollars; no inflation factor has been applied because the costs will be revised as part of the annual review and update of the Capital Facilities Plan.

All capital improvements projects were prepared by the department that provides the public facility.

Operating Impact of Capital Projects (Table 4 each subsection)

A forecast of future operating/maintenance costs of capital improvement projects. The impacts are presumed to begin in the year after the project is completed. Since it is not possible to forecast the completion date of each project, no attempt has been made to identify impacts for any portion of the year in which the project is completed.

The costs reflect the amount by which each future year's operating budget will increase compared to the current (~~2011~~2012) budget. In other words, once a project is completed and it impacts the next year's operating budget, that same project is shown to have the same annual impact on each succeeding year's operating budget.

The forecast of operating impacts is not required by GMA, but is included because the substantial cost impacts of some facilities may be a factor in the City's decision to construct the project (and to adopt the level of service that causes the need for the project). No "financing plan" is offered for the operating costs, and the City will be obliged to find revenue to pay for such costs. (Some of the revenue may come from increases to the tax base that accompanies new development that created the need for the capital facility. There is no assurance, however, that increased tax revenue from new development will be sufficient to pay for the cost of operating new facilities.)

The total of all operating costs of all capital projects is calculated as the sum of all the tables with a "-4" suffix. The annual totals are:

[This Table not yet updated]

Figure A4-7 Annual Impact Year (x \$1,000)	
2013	5.8
2014	5.8
2015	10.1
2016	18.2
2017	24.6
2018	-32.7

SELECTING REVENUE SOURCES FOR THE FINANCING PLAN

One of the most important requirements of the Capital Facilities Plan is that it must be financially feasible; GMA requires a balanced capital budget. The following are excerpts from GMA pertaining to financing of capital improvements.

GMA requires "a six-year plan that will finance capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes." For roads, GMA allows development when "a financial *commitment* is in place to complete the improvements...within six years" (emphasis added).

The City must be able to afford the standards of service that it adopts, or "if probable funding falls short of meeting existing needs" the City must "reassess the land use element" (which most likely will cause further limits on development).

In keeping with these requirements, the City's CFP Policy 4.1 requires "conservative estimates of revenues from sources that are available to the City pursuant to current statutes, and which have not been rejected by referendum, if a referendum is required to enact a source of revenue."

Sources of revenue are analyzed in two support documents "Financial Capacity Analysis," and "Revenue Sources for Capital Facilities."

The "Financial Capacity Analysis" forecasts existing revenue and expenditures to determine the City's overall financial position, and identify existing City of SeaTac revenue that can be used for future capital facility projects.

"Revenue Sources for Capital Facilities" forecasts new sources of revenue that the City of SeaTac could generate for capital facilities projects.

The process of identifying specific revenues for the financing plan was as follows:

1. Calculate total costs for each type of public facility.
2. Match existing restricted revenue sources to the type of facility to which they are restricted.
3. Subtract existing restricted revenues from costs to identify unfunded "deficit." (1 – 2 = 3).
4. Apply new restricted revenues to the type of facility to which they are restricted.
5. Subtract new restricted revenues from costs to identify remaining unfunded "deficits" (3 - 4 = 5).
 6. Allocate new unrestricted revenue to unfunded deficits. Two new unrestricted revenues are potentially available to meet deficits:
 - a. New bond issues (either councilmanic, or voted, or a combination), and
 - b. The second 1/44 real estate excise tax.

Decision makers can choose which of the two (bonds or REET) to assign to specific capital projects for the final CFP.

CITY HALL

CURRENT FACILITIES

In 2002, the City purchased and renovated an existing building to serve as the new City Hall. This building is located at 4800 S. 188th Street, SeaTac WA 98188. It contains over 81,000 square feet, of which the City uses approximately 53,500 square feet. The balance is leased but available for expansion, should the City need additional space.

LEVEL OF SERVICE (LOS)

The adopted LOS of 256 gross square feet (gsf) per city hall employee (gross square feet includes offices and other work areas, the City Council Chamber, Courtroom, restrooms and other common areas) requires approximately ~~37,120~~ 36,864 gsf of space through the year ~~2017~~ 2018 (See Table CH-2). Through the year 2032, the City will need approximately ~~46,000~~ 44,800 gsf of space to maintain this LOS. In addition, there may be other public (non-employee) spaces that must be accommodated in the City Hall. Accordingly, the City purchased a building in 2002 with its long-term needs in mind.

CAPITAL FACILITIES PROJECTS AND FINANCING

There are ~~four-ten~~ (410) capital projects planned at the City Hall and two (2) projects at other City facilities through the year ~~2017~~ 2018. The City intends to conduct an annual replacement of its heat pumps ~~each year between 2012 and 2017~~ 2013 and 2018. In ~~2016-2012~~, an upgrade is planned for the existing City Hall lighting system that will allow for greater energy efficiency and the existing elevator is scheduled to be upgraded. In ~~2013~~ 2018, the existing carpeting within City Hall is scheduled to be replaced, and in ~~2015~~, the existing elevator is scheduled to be upgraded. In 2013 the City will add a card reader to the fueling station at the Maintenance Facility; purchase DOT land that the city currently leases for parking, making future lease payments unnecessary; replace the sidewalks on the City Hall property; modify the Court staff area for greater efficiency; upgrade the Court area for ADA access; and paint the exterior of City Hall. Over the 2013 – 2015 time period, the City will also replace the windows in City Hall for greater energy efficiency and operational cost reductions. The City also plans tenant improvements at the SeaTac Center during the 2013 – 2018 time period. An additional project, a new equipment fueling station, will be located at the maintenance yard, although that project is listed in this section, since there are no other maintenance yard projects. (See Table CH-3 for costs associated with these projects).

CAPITAL FACILITIES PROJECTS COMPLETED IN ~~2011~~ 2012

In ~~2011~~ 2012, ~~those the heat pumps and lighting components scheduled for replacement under the City's ongoing replacement programs were replaced, and the fueling station for maintenance vehicles at the Maintenance Facility was completed.~~ Also, a new digital control system for the HVAC system was installed. The energy savings associated with this upgrade are estimated to be \$10,000 annually.

OPERATING IMPACT OF LOS CAPITAL IMPROVEMENTS

The net operating impact during ~~2013~~ 2014-2018-2019 of the capital improvement projects required to maintain the adopted level of service standard is projected to decrease significantly as a result of energy-efficient capital improvements scheduled to occur between ~~2012-2013~~ and ~~2017~~ 2018. The

projected savings is shown on Table CH-4.

City Hall

The inventory of current City Hall administrative offices includes the following.

**Table CH-1
CURRENT FACILITIES INVENTORY
City Hall**

Capacity		
<u>Name</u>	<u>(Net Sq. Ft.)</u>	<u>Location</u>
City Hall	53,500	4800 S. 188 th Street

**Table CH-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
City Hall**

City LOS = 256 gross square feet per employee				
(1)	(2)	(3)	(4)	(5)
<u>Time Period</u>	<u>City Hall Employment</u>	<u>Sq. Ft. Required @ 256 Per Employee</u>	<u>Current Sq. Ft. Available</u>	<u>Net Reserve or Deficiency</u>
2011-2012 Actual Employment	-120 127	-30,720 32,512	53,500	22,780 20,988
-2012-2017 2013 - 2018 Growth	-25 17	-6,400 4,352	0	-5,400 - 4,352
TOTAL AS OF -2017 2018	-145 144	-37,120 36,864	53,500	-16,380 16,636
CAPACITY PROJECTS: No capacity projects.				

**Table CH-3
CFP PROJECTS AND FINANCING PLAN
Sources and Uses of Funds
City Hall**

(All Amounts Are Times \$1,000)								
(1)	(2)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
SOURCES/USES	2012	2013	2014	2015	2016	2017	2018	TOTAL
SOURCES OF FUNDS								
Existing Revenue:								
<i>City Sources:</i>								
Fund Balance #108	26.7	84.8	28.3	29.1	185.2	30.8	31.6	389.8
Fund Balance #301	19.5	661.2	137.8	137.8	64.2	0.0	100.8	1,101.8
Lease Revenues		340.3	90.3	90.3	90.3	90.3	90.3	791.8
<i>Existing City Sources Total:</i>	46.2	1,086.3	256.4	257.2	339.7	121.1	222.7	2,283.4
<i>Non-City Sources:</i>								
(none)	-							
<i>Existing Non-City Sources Total:</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Existing Revenue Total:	46.2	1,086.3	256.4	257.2	339.7	121.1	222.7	2,283.4
New Revenue:								
<i>City Sources:</i>								
(none)	-							
<i>New City Sources Total:</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Non-City Sources:</i>								
Local Grants	0.0	0.0	0.0	0.0	38.8	0.0	0.0	38.8
Arch/Eng Contribution	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>New Non-City Sources Total:</i>	8.0	0.0	0.0	0.0	38.8	0.0	0.0	38.8
New Revenue Total:	8.0	0.0	0.0	0.0	38.8	0.0	0.0	38.8
Total Sources	54.2	1,086.3	256.4	257.2	378.5	121.1	222.7	2,322.2
USES OF FUNDS								
Non-Capacity Projects:								
1. City Hall Heat Pump Replacement	26.7	27.5	28.3	29.1	29.9	30.8	31.6	177.2
2. City Hall Carpet Replacement	0.0	0.0	0.0	0.0	0.0	0.0	100.8	100.8
3. City Hall Elevator Upgrade	0.0	0.0	0.0	0.0	64.2	0.0	0.0	64.2
4. City Hall Lighting Upgrade	0.0	0.0	0.0	0.0	194.1	0.0	0.0	194.1
5. Maint. Fueling Station Card Reader*	27.5	15.6	0.0	0.0	0.0	0.0	0.0	15.6
6. Purchase DOT Land		400.0	0.0	0.0	0.0	0.0	0.0	400.0
7. City Hall Sidewalk Replacement		38.6	0.0	0.0	0.0	0.0	0.0	38.6
8. Court Staff Area Alteration		35.7	0.0	0.0	0.0	0.0	0.0	35.7
9. Court ADA Modifications		21.6	0.0	0.0	0.0	0.0	0.0	21.6
10. City Hall Exterior Painting		51.1	0.0	0.0	0.0	0.0	0.0	51.1
11. City Hall Window Replacement		155.9	137.8	137.8	0.0	0.0	0.0	431.5
12. SeaTac Center Tenant Improvements*		340.3	90.3	90.3	90.3	90.3	90.3	791.8
Total Costs	54.2	1,086.3	256.4	257.2	378.5	121.1	222.7	2,322.2
BALANCE								
Surplus or (Deficit)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

* The Card reader for the maintenance facility fueling station is included here since there is not a separate section for the Maintenance facility.

**SeaTac Center improvements are included here because there is not a separate section for that facility.

Table CH 4
OPERATING IMPACT OF LEVEL OF SERVICE CAPITAL IMPROVEMENTS
City Hall

(All Amounts Are Times \$1,000)

(1)	(2)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Type of Facility	2013	2014	2015	2016	2017	2018	2019	Total \$
City Hall Lighting Upgrade	0	0.0	0.0	0.0	(9.3)	(9.5)	(9.7)	(28.5)
Purchase DOT Land*		(31.2)	(31.2)	(31.2)	(31.2)	(31.2)	(31.2)	(187.2)
City hall Windows Replacement		(6.3)	(12.6)	(18.9)	(18.9)	(18.9)	(18.9)	(94.5)
Total Costs	0.0	-37.5	-43.8	-50.1	-59.4	-59.6	-59.8	-310.2

* Currently being leased for parking

PARKS AND RECREATION

CURRENT FACILITIES

The parks inventory has identified approximately 400 acres of community, neighborhood and regional parks within the SeaTac city limits. 154 acres of that parkland is developed; the remainder is undeveloped. Much of the park land is operated by the City, while some is operated by other jurisdictions. The City currently owns and operates 98 acres of community parks, 18.3 acres of neighborhood parks, and more than 22,600 lineal feet of trails. The City is served by 58,548 square feet of pocket/mini parks which are owned by private businesses and other agencies, but are open to the public. Additionally, the city operates 80 acres of North SeaTac Park and has developed a small community park around the North SeaTac Community Center. Regional parkland (North SeaTac Park, and Des Moines Creek Park) will serve not only SeaTac residents but people from surrounding areas as well; as such, the City will seek funds outside the City for operations. Pocket parks will primarily serve the daytime public in commercial areas of the City; these parks will be encouraged as part of new developments and will typically be owned and maintained by commercial establishments. Mini parks are envisioned as small recreation areas to be located within residential developments, especially in higher density areas. Linear parks/trails will help to link different areas of the city and provide enjoyment of natural features; after such trails are developed, they will be owned and maintained by the City. Table 1 of each section, the "Current Facilities Inventory," lists each park facility separately along with its current capacity and street location. Map A4.1 shows the geographic location of each facility.

In terms of multi-purpose outdoor facilities, the City currently has two playfields, one at Sunset Park and the other at Valley Ridge Park, that are programmed for multiple sports year round. These two multi-purpose sports fields accommodate the following programmed activities: adult and youth baseball, adult and youth softball, football and soccer. Additionally, North SeaTac Park has baseball/softball fields and separate soccer fields.

LEVEL OF SERVICE (LOS)

SeaTac uses two methods of measuring its level of service: acreage-based and facilities-based. In the past, the City measured its LOS solely by the amount of acreage per thousand residents devoted to a particular parks category, such as regional park, neighborhood park, etc. That approach does not directly take into account facilities available for recreation; it assumes that the demand will be met by providing a specified number of acres per City resident. Under an acreage-based LOS, as the number of residents increases, the amount of park land must increase to keep pace.

In SeaTac, however, very little land is left for additional parks. As the City's population grows, residents' need for recreational opportunities must be met by adding or upgrading facilities to most parks. Four types of parks will still be evaluated by an acreage-based standard: Community, Neighborhood, Pocket/Mini parks and Trails/Linear. All other types of parks use a facilities-based LOS to measure how well the City is meeting the recreational needs of SeaTac residents.

As those needs increase, the City has the option of adding new facilities, or adding capacity to

existing ones, by improving the facilities themselves. For example, the Parks Department proposes to make playing surface and outdoor lighting improvements on field 4 at Valley Ridge Park. Improvements of this nature nearly double the capacity of baseball/football fields in the City, without actually adding any new fields.

While not reflected in either LOS standard, the City will also consider equity of location, to further ensure that all residents have access to recreation. Map A4.1 shows the locations of parks in SeaTac and the immediate surrounding areas.

Parks Description and Acreage-based LOS

Only land currently developed for recreational activities is counted as "capacity" for the purpose of calculating park LOS. Counting only developed acres as capacity allows the City to focus on its targeted need: more *developed* park land. As land is developed or as facilities are added, land will be transferred from the undeveloped to the developed category, showing progress toward the City's adopted LOS standard. In some cases, acreage that appears to be developed may be classified as undeveloped because it lacks facilities typical of parks in its category. In these cases, an acre value is assigned to a needed facility, for instance .5 acres for a child's play area. The following figure lists developed, undeveloped and total land within each park category.

**Figure A4.8
Summary of Park Land, ~~2011~~2012**

Park Category	Developed	Undeveloped	Total
Community Parks	63 acres	35 acres	98 acres
Neighborhood Parks	10 acres	8.3 acres	18.3 acres
Regional Park	80 acres	211.4 acres	291.4 acres
Pocket/Mini Parks	73,548 sq. ft.	N.A.	73,548 sq. ft.
Trails/Linear Parks	22,630 lineal feet	0 lineal feet	22,630 lineal feet

The current LOS provided by the park system within the City is based on the current inventory of developed park acres divided by the actual ~~2011~~ 2012-SeaTac population. This equates to 2.3 acres per 1,000 population for community parks; ~~0.4~~ 0.37 acres per 1,000 population for neighborhood parks; ~~2,712~~ 2,702-square feet per 1,000 population feet for pocket/mini parks; and ~~874.1~~ 831 lineal feet per 1,000 population for trails/linear parks.

The City adopted LOS is 1.7 acres per 1,000 population for community parks; 0.27 acres per 1,000 population for neighborhood parks; 500 square feet per 1,000 population for pocket/mini parks; and 251.6 lineal feet per 1,000 population for trails/linear parks.

Each City LOS will enable the City to respond to the need for additional developed park acreage and facilities, and trail miles as the City population continues to increase over time.

CAPITAL FACILITIES PROJECTS COMPLETED IN ~~2011~~2012

~~There were no Parks or Parks facilities Capital Facilities projects completed in 2011.~~ In 2012 the City completed the following projects:

- Installation of an ornamental fence at the Japanese Garden (part of the SeaTac/Highline Botanical Garden);
- The design for the Angle Lake Phase II project; and
- A design and feasibility study for the former Riverton Heights Elementary School site.

CAPITAL FACILITIES PROJECTS AND FINANCING

~~Parks and Recreation facilities include four~~ five (45) capacity projects ~~and eight~~ seven (\$7) non capacity capital projects at a cost of ~~\$7,209,200~~\$6,256,700. The proposed financing plans are shown on Tables PRC-3 and Table PRF-3.

OPERATING IMPACT OF LOS CAPITAL IMPROVEMENTS

~~The net operating impact during 2012-2018~~ 2013-2019 of the capital improvement projects required to maintain the adopted level of service standards is shown on Table PR-4.

MAP A4.1

PARKS AND RECREATION FACILITIES

COMMUNITY PARKS

Community parks within the City are primarily highly developed and used for active recreation. They include amenities from picnic tables, and a boat launch at Angle Lake Park to courts and fields for tennis, softball, and soccer. Typically, community parks serve population within a mile radius of the park.

The inventory of current Community Parks includes the following:

**Table PRC-1
PARKS INVENTORY
Community Parks**

Name	Developed*	Undeveloped	Total	Location
Angle Lake Park	10.5 acres	0 acres	10.5 acres	19408 International Blvd.
Grandview Park	14.0 acres	24.0 acres	38.0 acres	3600 S. 228 th Street
Sunset Playfield	14.4 acres	0 acres	14.4 acres	13659 – 18 th Ave. S.
Valley Ridge Park	21 acres	0 acres	21 acres	4644 S. 188 th St.
NST Community Park	0.6 acres	11.0 acres	11.6 acres	S. 128 th St. & 20 th Ave. S
Tyee H.S. Playfields	2.5 acres	0 acres	2.5 acres	4424 S. 188 th St.
TOTAL	63 acres	35 acres	98 acres	

* Developed acres are used to calculate current capacity.

**Table PRC-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Community Parks**

LOS = 1.7 acres per 1,000 population				
(1)	(2)	(3)	(4)	(5)
<u>Time Period</u>	<u>City Population</u>	<u>Dev. Acres Required @ 0.0017 per Capita</u>	<u>Dev. Acres Available</u>	<u>Net Reserve Or Deficiency</u>
<u>2011-2012 Actual Pop.</u>	<u>27,110</u> <u>27,210</u>	<u>46.1</u> <u>46.3</u>	63.0	<u>-16.9</u> <u>16.7</u>
<u>2012-2017-2013-2018 Growth</u>	<u>2,287</u> <u>1,951</u>	<u>-3.9</u> <u>3.3</u>	.02	<u>-</u> <u>-3.7</u> <u>-3.1</u>
TOTAL AS OF <u>2017-2018</u>	<u>-29,397</u> <u>29,161</u>	<u>-50.0</u> <u>49.6</u>	<u>-63.5</u> <u>63.2</u>	<u>-13.2</u> <u>13.6</u>
CAPACITY PROJECTS: 1. Military Triangle Plaza (S. 154 th St. Station Area, 8,250 Sq. ft.),				

**Table PRC-3
CPF PROJECTS AND FINANCING PLAN
Sources and Uses of Funds
Community Parks**

(All Amounts Are Times \$1,000)								
(1) SOURCES/USES	(2) 2012	(2) 2013	(3) 2014	(4) 2015	(5) 2016	(6) 2017	(7) 2018	(8) TOTAL
SOURCES OF FUNDS								
Existing Revenue:								
<i>City Sources:</i>								
Construction Sales Tax	0.0	119.2	0.0	0.0	116.8	0.0	312.5	548.5
Fund Balance #308	0.0	0.0	0.0	0.0	0.0	0.0	100.0	100.0
Fund Balance #301	0.0	403.9	0.0	0.0	34.0	0.0	0.0	437.9
REET 1	480.3	709.9	0.0	0.0	0.0	0.0	0.0	709.9
REET 2	0.0	925.6	0.0	0.0	0.0	0.0	0.0	925.6
Soccer Field Rentals	-	16.8	0.0	0.0	0.0	0.0	0.0	16.8
<i>Existing City Sources Total:</i>	<u>480.3</u>	<u>2,175.4</u>	<u>0.0</u>	<u>0.0</u>	<u>150.8</u>	<u>0.0</u>	<u>412.5</u>	<u>2,738.7</u>
<i>Non-City Sources:</i>								
(none)	-	-	-	-	-	-	-	0.0
<i>Existing Non-City Sources Total:</i>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
Existing Revenue Total:	480.3	2,175.4	0.0	0.0	150.8	0.0	412.5	2,738.7
New Revenue:								
<i>City Sources:</i>								
(none)	-	-	-	-	-	-	-	0.0
<i>New City Sources Total:</i>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
<i>Non-City Sources:</i>								
(none)	-	-	-	-	-	-	-	0.0
<i>New Non-City Sources Total:</i>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
New Revenue Total:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Sources	480.3	2,175.4	0.0	0.0	150.8	0.0	412.5	2,738.7
USES OF FUNDS								
Capacity Projects								
1. Plaza/pedestrian connection at Military triangle (S. 154th St. Station Area)	0.0	0.0	0.0	0.0	0.0	0.0	412.5	412.5
2. Riverton Heights Property Development*	-	80.0	0.0	0.0	0.0	0.0	0.0	80.0
Subtotal	0.0	80.0	0.0	0.0	0.0	0.0	412.5	492.5
Non-Capacity Projects:								
3. Angle Lake Park Phase II**	400.3	2,095.4	0.0	0.0	0.0	0.0	0.0	2,095.4
4. Ornamental Fence Replacement (Angle Lake Pk)	0.0	0.0	0.0	0.0	34.0	0.0	0.0	34.0
5. Irrigation Controller Replacements	-	0.0	0.0	0.0	116.8	0.0	0.0	116.8
3. Riverton Heights Site Design Study	80.0	0.0	0.0	0.0	0.0	0.0	0.0	80.0
Subtotal	480.3	2,095.4	0.0	0.0	150.8	0.0	0.0	2,246.2
Total Costs	480.3	2,175.4	0.0	0.0	150.8	0.0	412.5	2,738.7
BALANCE								
Surplus or (Deficit)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

* The Riverton Heights Property may include uses other than Park.

**This project contains facility capacity improvements to boat launches, picnic shelter areas, as well as other amenities. These capacity improvements are noted where applicable in the Parks Facility Section of this Chapter.

Because the City tracks its facilities separately from its parks, improvements to the facilities at Valley Ridge Park, Angle Lake Park, and North SeaTac Community Park, as well as funding for these projects, are shown in Table PRF-3 on page A4-60.

NEIGHBORHOOD PARKS

Neighborhood parks are typically located within a residential area and provide passive, multi-use space, as well as opportunities for active recreation. They typically serve the population within a 1/2 mile radius of the park. Elementary school playfields and other school outdoor facilities (e.g., Tyee High School tennis courts) are counted in the City's inventory of parks facilities because they are available for the community's use. The City is not obligated to pay for maintenance or replacement of these facilities, except in cases where the City has entered into specific agreements with the Highline School District for provision or maintenance of specific facilities.

The inventory of current Neighborhood Parks includes the following:

**Table PRN-1
PARKS INVENTORY
Neighborhood Parks**

Name	Developed*	Undeveloped	Total	Location
McMicken Heights Park	2.5 acres	0 acres	2.5 acres	S. 166 th St. & 40 th Ave. S.
Bow Lake Park	3.5 acres	.5 acres	4 acres	S. 178 th St. at 51 st Ave. S.
McMicken Hts. School*	1 acre	0 acres	1 acre	3708 S. 168 th St.
Valley View Elem. School*	1 acre	0 acres	1 acre	17622 46 th Ave. So.
Madrona Elem. School*	1 acre	0 acres	1 acre	3030 S. 204 th St.
Bow Lake Elem. School*	1 acre	0 acres	1 acre	18237 42 nd Ave. So.
TOTAL	10 acres	0.5 acres	10.5 acres	

*Developed acres are used to calculate current capacity.

*School playfields also serve as neighborhood parks for local residents.

**Table PRN-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Neighborhood Parks**

City LOS = 0.27 acres per 1,000				
(1)	(2)	(3)	(4)	(5)
<u>Time Period</u>	<u>City Population</u>	<u>Dev. Acres Required @ 0.0027 per Capita</u>	<u>Current Acres Available</u>	<u>Net Reserve Or Deficiency</u>
2011-2012 Actual Pop.	27,110 27,210	7.3	10.0	2.7
2012-2017 2013-2018 Growth	2,287 1,951	-0.6 0.05	0.0	-0.6 -0.5
TOTAL AS OF <u>2016 2018</u>	29,397 29,161	7.9 7.8	10.0	2.1 2.2
CAPACITY PROJECTS:	No projects			

**Table PRN-3
CFP PROJECTS AND FINANCING PLAN
Sources and Uses of Funds
Neighborhood Parks**

There are no Capital projects planned through 2017 2018
--

REGIONAL PARKS

Regional/District parks typically serve a 10+ mile radius. They may include active recreational facilities, as well as passive open space areas.

North SeaTac Park

Due to its wide service area extending beyond the City of SeaTac, North SeaTac Park has not been treated as a typical SeaTac park. The City, in working with King County has established policies for park jurisdiction and maintenance.

The City has a Master Plan for the whole park, and approximately 80 acres have been developed with facilities for active recreation. No projects for additional development are proposed for the six-year CFP.

Des Moines Creek Park

Des Moines Creek Park is a wooded, natural area of 95 acres surrounding Des Moines Creek that was purchased with Forward Thrust funds for preservation as open space and recreation. Currently the area is underdeveloped and contains dirt bike trails. A connecting trail was completed along Des Moines Creek in 1997. Some additional improvements may be planned after discussion and master planning in conjunction with the community. However, the park will continue to offer passive recreational opportunities. Its large size and proximity at the southern end of the City contribute to its classification as a regional park. It will play a key role in the future, as additional trails are developed to form a linked network of natural areas in the Puget Sound.

**Table PRR-1
CURRENT FACILITIES INVENTORY
Regional Parks**

Name	Developed*	Undeveloped	Total	Location
North SeaTac Park	80.0 acres	116.4 acres	196.4 acres	City's Northwest Corner
Des Moines Creek Park	0.0 acres	95.0 acres	95.0 acres	City's South End
TOTAL	80.0	211.4 acres	291.4 acres	

**Table PRR-3
CFP PROJECTS AND FINANCING PLAN
Sources and Uses of Funds
Regional Parks**

There are no Capital projects planned through-2018

POCKET/MINI PARKS

“Pocket parks” are envisioned as small parks, near workplaces. They are characterized by urban plazas with hardscape surfaces, benches, lighting, and other pedestrian amenities. They may also include special interest areas such as the Flag Pavilion that highlights unique features of SeaTac, adding variety and interest to the commercial environment. City standards also encourage the inclusion of pocket parks within new developments, especially in the Urban Center.

Mini parks are small parks of 1/4 to 1/2 acre serving residential developments. Smaller than neighborhood parks, mini parks allow recreation areas to be accessible to children without the need to cross major streets. Such parks are especially needed in several existing multi-family areas that lack access to neighborhood parks.

The inventory of current pocket/mini parks includes the following.

**Table PRP-1
PARKS INVENTORY
Pocket/Mini Parks**

Type	Name	Developed Sq. Ft.	Location
Pocket Parks	Flag Pavilion	2,500 square feet	Intl. Blvd. at Airport entrance
	SeaTac Office Center Plaza	8,500 square feet	18000 International Blvd.
	Hilton Plaza	45,748 square feet	17620 International Blvd.
	Sound Transit Plaza	15,000 square feet	Intl. Blvd. at 176 th Street
Mini Parks	Eagle Scout Park	1,800 square feet	196 th & Military Road
TOTAL		73,548 square feet	

None of the pocket parks listed is owned or maintained by the City. They are accessible to the public through the desire of property owners to create urban amenities that will enhance commercial areas. Both the City and local business can benefit from such parks which typically remain under the commercial property owner's operation. Currently there are no guidelines for the use of such parks nor guarantees that they will remain as parks. The City would like to encourage creation of additional parks in conjunction with guidelines for their use. Guidelines can serve both to protect property owners and to ensure the long term availability of pocket parks for the public.

The zoning code currently gives density bonuses to developers for including open space or park in their development, or for dedicating land for park development. Additionally, within the Urban Center, pedestrian plazas can count toward the landscaping requirements in certain situations. These zoning code provisions are intended to encourage the creation of pocket parks as the City grows.

The City has recently identified the need for mini parks in existing residential developments, and will continue to work with the community to identify opportunities to develop such parks.

**Table PRP-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Pocket/Mini Parks**

City LOS = 500 square feet per 1,000 population				
(1)	(2)	(3)	(4)	(5)
<u>Time Period</u>	<u>Citywide Population</u>	<u>Square Feet Required @ 0.5 per Capita</u>	<u>Square Feet Available</u>	<u>Net Reserve Or Deficiency</u>
2011-2012 Actual Pop.	27,110 <u>27,210</u>	13,555 <u>13,605</u>	73,548	59,993 <u>59,943</u>
2012-2017 <u>2013-2018</u> Growth	2,287 <u>1,951</u>	1,144 <u>976</u>	0	-1,144 <u>-976</u>
Total as of 2017 <u>2018</u>	29,397 <u>29,161</u>	14,699 <u>14,581</u>	73,548	58,849 <u>58,967</u> (Approx. 1.4 acre)
CAPACITY PROJECTS:	No projects.			

**Table PRP-3
CFPPROJECTS AND FINANCING PLAN
Sources and Uses of Funds
Pocket/Mini Parks**

There are currently no capital projects planned through ~~2017~~ 2018.

TRAILS/LINEAR PARKS

Recreational trails create pedestrian linkages between existing parks and enhance public enjoyment of natural features.

The inventory of current Trails includes the following:

**Table PRT-1
CURRENT FACILITIES INVENTORY
Trails**

Name	Capacity (Lineal feet)	Location
North SeaTac Park Trails	12,430	City's Northwest Corner
Des Moines Creek Park Trail	3,000	City's South End
West Side Trail	7,200	Adjacent to DMMD, NSTP to Sunnydale
TOTAL	22,630 Lineal Feet	

**Table PRT-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Trails/Linear Parks**

City LOS = 251.6 lineal feet per 1,000 population				
(1)	(2)	(3)	(4)	(5)
<u>Time Period</u>	<u>Citywide Population</u>	<u>Feet @ 0.2516 Per Capita</u>	<u>Lineal Feet Available</u>	<u>Net Reserve Or Deficiency</u>
2011-2012 Actual Pop.	-27,110 27,210	-6,824 6,846	22,630	-16,809 15,784
2012-2017 2013-2018 Growth	-2,287 1,951	-575 491	-700	-125 -491
Total as of 2017 2018	-29,397 29,161	-7,399 7,337	-23,330 22,630	-15,934 15,293
CAPACITY PROJECTS:	No Capacity projects			

**Table PRT-3
CFP PROJECTS AND FINANCING PLAN
Sources and Uses of Funds
Trails/Linear Parks**

There are currently no capital projects planned through 2018.

FACILITIES-BASED LOS

The LOS provided by recreational facilities in the City is based on the number of each facility divided by the estimated number of people each one can serve annually. Table PRF-2 in each category analyzes capacity through the year ~~2016~~2018. Several projects are planned to increase capacity, including various sports field improvements. Capacity projects and financing plans for facilities with a facilities-based LOS are shown in Table PRF-3.

**Table PRF-bd-1
CURRENT FACILITIES INVENTORY
Badminton Courts**

Park	Location	Number of Facilities
NST Community Park	13735 24 th Ave. S. (Community Center Gym)	3
TOTAL		3

**Table PRF-bd-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Badminton Courts**

Adopted City LOS = 0.1 courts per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] Facilities @ 0.00010 <u>per capita</u>	[4] Current Facilities <u>Available</u>	[5] Net Reserve or <u>Deficiency</u>
2012 Actual Pop.	27,210	2.7	3.0	0.3
2013 - 2018 Growth	1,951	0.2	0.0	-0.2
Total as of 2018	29,161	2.9	3.0	0.1
CAPACITY PROJECTS				
Badminton Courts Acquisition/Development				
No projects.				

**Table PRF-bsa-1
INVENTORY
Baseball/softball Fields, adult**

Park	Location	Number of Facilities
Valley Ridge Park	4644 S. 188 th Street	2
NST Community Park	S. 128 th Street & 20 th Avenue South	2
TOTAL		4

**Table PRF-bsa-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Baseball/Softball Fields, Adult**

Adopted City LOS = 0.083 fields per 1,000 population					
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00008 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Added Capacity to Facilities</u>	[6] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	2.2	4.0		1.8
0.0 2013 - 2018 Growth	1,951	0.2	0.0	0.5	0.3
0.0 Total as of 2018	29,161	2.4	4.0	0.5	2.1

CAPACITY PROJECTS
Adult Baseball/Softball Acquisition/Development:
*Improved surface and outdoor lighting on Field #4 @ Valley Ridge Park.

* Column [5] refers to these improvements.

**Table PRF-bsy-1
INVENTORY
Baseball/softball Fields, youth**

Park	Location	Number of Facilities
Sunset Playfield	13659 18 th Ave. South	2
Valley Ridge Park	4644 S. 188 th Street	4
TOTAL		6

**Table PRF-bsy-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Baseball/softball Fields, youth**

Adopted City LOS = 0.15 fields per 1,000 population					
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00015 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Added Capacity to Facilities</u>	[6] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	4.1	6.0		1.9
2013 - 2018 Growth	1,951	0.3	0.0	0.5	0.2
Total as of 2018	29,161	4.4	6.0	0.5	2.1

CAPACITY PROJECTS
 Youth Baseball/softball Acquisition/Development:
 *Improved surface and outdoor lighting on Field #4 @ Valley Ridge Park.
 * Column [5] refers to these improvements.

**Table PRF-bbi-1
INVENTORY
Basketball Courts, indoor**

Park	Location	Number of Facilities
NST Community Park	13735 24 th Ave. S. (Community Center Gym)	1
YMCA	3595 S. 188 th St.	1
TOTAL		2

**Table PRF-bbi-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Basketball Courts, indoor**

Adopted City LOS = 0.04 courts per 1,000 population				
[1] Time Period	[2] City-wide Population	[3] Facilities @ 0.00004 per capita	[4] Current Facilities Available	[5] Net Reserve or Deficiency
2012 Actual Pop.	27,210	1.1	2	0.9
2013 - 2018 Growth	1,951	0.1	0	-0.1
Total as of 2018	29,161	1.2	2	0.8
CAPACITY PROJECTS				
Indoor Basketball Courts Acquisition/Development: No Projects				

**Table PRbbo-1
INVENTORY
Basketball Courts, outdoor**

Park	Location	Number of Facilities
Valley Ridge Park	4644 S. 188 th Street	3
NST Community Park	S. 128 th Street & 20 th Avenue South	2
Bow Lake School	18237 42 nd Ave. Street	2
Madrona School	440 S. 186 th Street	4
TOTAL		11

**Table PRF-bbo-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Basketball Courts, outdoor**

Adopted City LOS = 0.23 courts per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00023 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	6.3	11	4.7
2013 - 2018 Growth	1,951	0.4	0	-0.4
Total as of 2018	29,161	6.7	11	4.3
CAPACITY PROJECTS				
Outdoor Basketball Courts Acquisition/Development: No Projects				

**Table PRF-bmx-1
INVENTORY
BMX Track**

Park	Location	Number of Facilities
NST Community Park	S. 128 th St. & 20 th Ave. S	1
TOTAL		1

**Table PRF-bmx-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
BMX Track**

Adopted City LOS = 0.03 tracks per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00003 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	0.8	1	0.2
2013 - 2018 Growth	1,951	0.1	0	-0.1
Total as of 2018	29,161	0.9	1	0.1
CAPACITY PROJECTS				
BMX Track Acquisition/Development: No projects.				

**Table PRF-bl-1
INVENTORY
Boat Launch**

Park	Location	Number of Facilities
Angle Lake Park	19408 International Boulevard	1
TOTAL		1

**Table PRF-bl-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Boat Launch**

Adopted City LOS = 0.03 launches per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00003 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	0.8	1	0.2
2013 - 2018 Growth	1,951	0.1	0	-0.1
Total as of 2018	29,161	0.9	1	0.1
CAPACITY PROJECTS				
Boat Launch Acquisition/Development:				
No projects.				

**Table PRF-bg-1
INVENTORY
Botanical Garden**

Park	Location	Number of Facilities
Highline Botanical Garden	13735 24 th Avenue S.	1
TOTAL		1

**Table PRF-bg-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Botanical Garden**

Adopted City LOS = 0.01 gardens per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00001 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	0.3	1	0.7
2013 - 2018 Growth	1,951	0.0	0	0.0
Total as of 2018	29,161	0.3	1	0.7
CAPACITY PROJECTS				
Botanical Garden Acquisition/Development: No projects.				

**Table PRF-f-1
INVENTORY
Fishing Pier**

Park	Location	Number of Facilities
Angle Lake Park	19408 International Boulevard	1
TOTAL		1

**Table PRF-f-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Fishing Pier**

Adopted City LOS = 0.03 piers per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00003 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	0.8	1	0.2
2013 - 2018 Growth	1,951	0.1	0	-0.1
Total as of 2018	29,161	0.9	1	0.1
CAPACITY PROJECTS				
Fishing Pier Acquisition/Development:				
No projects.				

**Table PRF-fs-1
INVENTORY
Football/soccer Fields**

Park	Location	Number of Facilities
Sunset Playfield	13659 18 th Ave. South	1
Valley Ridge Park	4644 S. 188 th Street	4
NST Community Park	S. 128 th Street & 20 th Avenue South	2
TOTAL		7

**Table PRF-fs-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Football/soccer Fields**

Adopted City LOS = 0.18 fields per 1,000 population					
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00018 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Added Capacity to Facilities</u>	[6] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	4.9	7		2.1
2013 - 2018 Growth	1,951	0.4	0	0.5	0.1
Total as of 2018	29,161	5.3	7	0.5	2.2

CAPACITY PROJECTS
Football/Soccer Fields Acquisition/Development:
*Improved surface and outdoor lighting on Field #4 @ Valley Ridge Park.

* Column [5] refers to these improvements.

**Table PRF-pb-1
INVENTORY
Pickleball Courts, Indoor**

Park	Location	Number of Facilities
NST Community Park	13735 24 th Ave. S. (Community Center Gym)	3
TOTAL		3

**Table PRF-pb-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Pickleball Courts**

Adopted City LOS = 0.1 courts per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00010 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	2.7	3	0.3
2013 - 2018 Growth	1,951	0.2	0	-0.2
Total as of 2018	29,161	2.9	3	0.1
CAPACITY PROJECTS				
Pickleball Courts Acquisition/Development: No projects.				

**Table PRF-ps-1
INVENTORY
Picnic Shelters**

Park	Location	Number of Facilities
Angle Lake Park	19408 International Boulevard	1
NST Community Park	S. 128 th Street & 20 th Avenue South	1
TOTAL		2

**Table PRF-ps-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Picnic Shelters**

Adopted City LOS = 0.06 shelters per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00006 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	1.6	2	0.4
2013 - 2018 Growth	1,951	0.1	2	1.9
Total as of 2018	29,161	1.7	4	2.3
CAPACITY PROJECTS				
Picnic Shelters Acquisition/Development:				
Two new picnic shelters as part of Angle Lake Phase II improvements				

**Table PRF-pt-1
INVENTORY
Picnic Table Areas**

Park	Location	Number of Facilities
NST Community Park	S. 128 th Street & 20 th Avenue South	1
Valley Ridge Park	4644 S. 188 th Street	1
TOTAL		2

**Table PRF-pt-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Picnic Table Areas**

Adopted City LOS = 0.03 table areas per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00003 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	0.8	2	1.2
2013 - 2018 Growth	1,951	0.1	0	-0.1
Total as of 2018	29,161	0.9	2	1.1
CAPACITY PROJECTS				
Picnic Table Areas Acquisition/Development:				

**Table PRC-1
INVENTORY
Playgrounds**

Park	Location	Number of Facilities
McMicken School	S. 166 th Street & 37 th Avenue South	2
McMicken Heights Park	S. 166 th Street & 40 th Avenue South	1
Valley Ridge Park	4644 S. 188 th Street	1
NST Community Park	S. 128 th Street & 20 th Avenue South	1
Bow Lake School	18237 42 nd Ave. S.	1
Angle Lake Park	19408 International Blvd.	1
TOTAL		7

**Table PRC-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Playgrounds**

Adopted City LOS = 0.24 playgrounds per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00024 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	6.5	7	0.5
2013 - 2018 Growth	1,951	0.5	0.5	0.0
Total as of 2018	29,161	7.0	7.5	0.5
CAPACITY PROJECTS				
Playgrounds Acquisition/Development:				
Spray Park included in Angle Lake Park Phase II				
-				

**Table PRF-rh-1
INVENTORY
Roller Hockey**

Park	Location	Number of Facilities
Valley Ridge Park	4644 S. 188 th Street	1
TOTAL		1

**Table PRF-rh-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Roller Hockey**

City (proposed) LOS = 0.03 rinks per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00003 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	0.8	1	0.2
2013 - 2018 Growth	1,951	0.1	1	0.9
Total as of 2018	29,161	0.9	2	1.1
CAPACITY PROJECTS				
Roller Hockey Rink Acquisition/Development: New skatepark at NST Community Park				

**Table PRF-sb-1
INVENTORY
Skateboard Parks**

Park	Location	Number of Facilities
Valley Ridge Park	4644 S. 188 th Street	1*
<u>North SeaTac Park</u>	<u>S. 128th Street & 20th Avenue South</u>	<u>1</u>
TOTAL		4₂

**Table PRF-sb-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Skateboard Parks**

City (proposed) LOS = 0.03 parks per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00003 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	0.8	2	1.2
2013 - 2018 Growth	1,951	0.1	0	-0.1
Total as of 2018	29,161	0.9	2	1.1
CAPACITY PROJECTS:				
Skateboard Parks Acquisition/Development				
No Projects				

*In addition to the Skateboard Park at Valley Ridge Park, SeaTac residents use the facility at Foster High School in Tukwila. Since SeaTac does not contribute support to this facility, however, it is not listed here.

**Table PRF-swm-1
INVENTORY
Swimming Pools**

Text Amendment #10

Park	Location	Number of Facilities
YMCA	3595 S. 188 th St.	1
TOTAL		1

**Table PRF-swm-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Swimming Pools**

City (proposed) LOS = 0.02 Swimming Pools per 1,000 population

[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00002 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	0.5	1	0.5
2013 - 2018 Growth	1,951	0.0	0	0.0
Total as of 2018	29,161	0.5	1	0.5

CAPACITY PROJECTS
Swimming Pool Acquisition/Development:
No projects.

**Table PRF-tc-1
INVENTORY
Tennis Courts**

Park	Location	Number of Facilities
McMicken Heights Park	S. 166 th Street & 20 Avenue South	2
Sunset Playfield	13659 18 th Ave. South	2
Valley Ridge Park	4644 S. 188 th Street	2
Tyee High School	4424 S. 188 th Street	4
TOTAL		10

**Table PRF-tc-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Tennis Courts**

Adopted City LOS = 0.30 courts per 1,000 population					
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00030 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Added Capacity to Facilities</u>	[6] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	8.2	10		1.8
2013 - 2018 Growth	1,951	0.6	0	0	-0.6
Total as of 2018	29,161	8.8	10	0	1.2
CAPACITY PROJECTS					
Tennis Courts Acquisition/Development: No projects					

**Table PRF-th-1
INVENTORY
Theater, outdoor**

Park	Location	Number of Facilities
Angle Lake Park	19408 International Boulevard	1
TOTAL		1

**Table PRF-th-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Theater, outdoor**

Adopted City LOS = 0.03 theaters per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.000030 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	0.8	1	0.2
2013 - 2018 Growth	1,951	0.1	0	-0.1
Total as of 2018	29,161	0.9	1	0.1
CAPACITY PROJECTS				
Outdoor Theater Acquisition/Development: No projects				

**Table PRF-vb-1
INVENTORY
Volleyball Courts**

Park	Location	Number of Facilities
NST Community Park	S. 128 th St. & 20 th Ave. S	1
Tyee H.S. Playfields	4424 S. 188 th Street	2
YMCA	3595 S. 188 th St.	2
TOTAL		5

**Table PRF-vb-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Volleyball Courts**

Adopted City LOS = 0.12 courts per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] <u>Facilities @ 0.00012 per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	3.3	5	1.7
2013 - 2018 Growth	1,951	0.2	0	-0.2
Total as of 2018	29,161	3.5	5	1.5
CAPACITY PROJECTS				
Volleyball Courts Acquisition/Development:			No Projects	

**Table PRF-wf-1
INVENTORY
Weight/Fitness Rooms**

Park	Location	Number of Facilities
NST Community Park	S. 128 th Street & 20 th Avenue South	1
YMCA	3595 S. 188 th St.	1
TOTAL		2

**Table PRF-wf-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Weight/Fitness Rooms**

Adopted City LOS = 0.04 weight rooms per 1,000 population				
[1] <u>Time Period</u>	[2] <u>City-wide Population</u>	[3] Facilities @ 0.00004 <u>per capita</u>	[4] <u>Current Facilities Available</u>	[5] <u>Net Reserve or Deficiency</u>
2012 Actual Pop.	27,210	1.1	2	0.9
2013 - 2018 Growth	1,951	0.1	0	-0.1
Total as of 2018	29,161	1.2	2	0.8
CAPACITY PROJECTS				
Weight Room/fitness Acquisition/Development:				

Table PRF-3
CAPITAL PROJECTS AND FINANCING PLAN
Park and Recreation Facilities

(1) SOURCES/USES	(All Amounts Are Times \$1,000)							
	(2) 2012	(2) 2013	(3) 2014	(4) 2015	(5) 2016	(6) 2017	(7) 2018	(8) TOTAL
SOURCES OF FUNDS								
Existing Revenue:								
<i>City Sources:</i>								
Fund Balance #301	29.4	281.9	42.8	78.9	0.0	0.0	0.0	403.6
Fund Balance #308		0.0	0.0	0.0	0.0	0.0	0.0	-
Turf Field Rentals	0.0	0.0	207.1	231.2	81.7	1,337.1	0.0	1,857.1
Reet 1	0.0	0.0	0.0	487.4	202.4	0.0	0.0	689.8
Reet 2	0.0	210.0	0.0	457.6	145.5	0.0	0.0	813.1
Sales Tax	0.0	0.0	0.0	433.0	0.0	0.0	0.0	433.0
<i>Existing City Source Total:</i>	<u>29.4</u>	<u>491.9</u>	<u>249.9</u>	<u>1,688.1</u>	<u>429.6</u>	<u>1,337.1</u>	<u>0.0</u>	<u>4,196.6</u>
<i>Non-City Sources:</i>								
(none)	-	-	-	-	-	-	-	-
<i>Existing Non-City Source Total:</i>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
Existing Revenue Total:	29.4	491.9	249.9	1,688.1	429.6	1,337.1	0.0	4,196.6
NEW FUNDS								
<i>City Sources:</i>								
(None)	-	-	-	-	-	-	-	0.0
<i>New City Sources Total:</i>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
<i>Non-City Sources:</i>								
Federal Grant	273.9	273.9	0	0	0.0	-	-	273.9
<i>New Non-City Source Total:</i>	<u>273.9</u>	<u>273.9</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>273.9</u>
New Revenue Total:	273.9	273.9	0.0	0.0	0.0	0.0	0.0	273.9
Total Sources	303.3	765.8	249.9	1,688.1	429.6	1,337.1	0.0	4,470.5
USES OF FUNDS								
Capacity Projects:								
1. Valley Ridge Field #4 renovation	0.0	0.0	207.1	1,567.6	429.6	0.0	0.0	2,204.3
2. Angle Lake Picnic Shelters (2)	0.0	420.0	0.0	0.0	0.0	0.0	0.0	420.0
3. Skate Park at SeaTac Community Center	273.9	273.9	0.0	0.0	0.0	0.0	0.0	273.9
Subtotal	273.9	693.9	207.1	1,567.6	429.6	0.0	0.0	2,898.2
Non-Capacity Projects:								
4. Angle Lake Pk playground equip. replacement	0.0	0.0	42.8	0.0	0.0	0.0	0.0	42.8
5. Valley Ridge Pk playground equip. replacement	0.0	71.9	0.0	0.0	0.0	0.0	0.0	71.9
6. Sunset Park Tennis Court Renovation	0.0	0.0	0.0	120.5	0.0	0.0	0.0	120.5
7. Valley Ridge Pk Synthetic Turf Field Repl.	0.0	0.0	0.0	0.0	0.0	1,337.1	0.0	1,337.1
8. Japanese Garden Ornamental Fence	29.4	0.0	0.0	0.0	0.0	0.0	0.0	29.4
Subtotal	29.4	71.9	42.8	120.5	0.0	1,337.1	0.0	1,572.3
Total Costs	303.3	765.8	249.9	1,688.1	429.6	1,337.1	0.0	4,470.5
BALANCE								
Surplus or (Deficit)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

OPERATING IMPACT OF LOS CAPITAL IMPROVEMENTS

The operating impact of the capital improvement projects during 2012 – 2018 to maintain the adopted LOS is shown in Table PRF-4.

Table PR 4
OPERATING IMPACT OF LEVEL OF SERVICE CAPITAL IMPROVEMENTS
Total Parks and Recreation

(All Amounts Are Times \$1,000)								
(1)	(2)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Type of Facility	2013	2014	2015	2016	2017	2018	2019	Total \$
1. Plaza/pedestrian connection at Military triangle (S. 154th St. Station Area)	0.0	0.0	0.0	0.0	0.0	0.0	1.5	1.5
2. Angle Lake Pk Ph II	0.0	3.0	2.3	0.8	0.9	0.9	1.0	8.9
3. Fourth Sports Field-Valley Ridge Park	0.0	0.0	-30.2	-60.4	-60.4	-60.4	-60.4	-271.8
4. Skate Park	0.2	0.2	0.2	0.2	0.3	0.3	-	1.2
Total Costs	0.2	3.0	-27.9	59.6	59.5	59.5	57.9	-261.4

Note: Revenues from sports field rentals exceed operation and maintenance costs, resulting in a negative operating cost over the six year period.

COMMUNITY CENTER

CURRENT FACILITIES

The City of SeaTac operates one major community center to provide indoor recreation facilities and public meeting rooms. The North SeaTac Community Center is located at 13735 - 24th Avenue South and offers nearly 27,000 sq.ft. of recreational space, meeting rooms and administrative offices from which various recreational programs are run. The facilities include a weight room, gymnasium, locker rooms, a banquet room with cooking facilities, and a senior center.

In addition to North SeaTac Park, the City owns a small Community Center building at the Valley Ridge Community Park. This 2,000 sq. ft. building provides a large meeting room, an office, and restrooms. A morning preschool program and afternoon teen program are now being offered at this facility. The Valley Ridge facility is rented out to the community on Sundays.

Also, a City recreation room at Bow Lake Elementary School was completed in 2007 that is used for before and after school activities and meetings.

LEVEL OF SERVICE (LOS)

The City adopted LOS is 1,020 sq. feet per 1,000 population, marginally lower than the current LOS of ~~1,110~~ 1,106 sq. ft. per 1,000 population. Based on projected population growth, the adopted LOS will result in a reserve of ~~124,365~~ sq. feet of community center space by the year ~~2017~~ 2018.

CAPITAL FACILITIES PROJECTS COMPLETED IN ~~2011~~ 2012

In ~~2011~~ 2012 the City completed replacement of both the rooftop heat pump, and the air heat recovery units at the North SeaTac Community Center. ~~two capital projects were completed at the North SeaTac Community Center: the roof was replaced and a digital control system was installed for the HVAC system.~~

CAPITAL FACILITIES PROJECTS AND FINANCING

~~No new capital projects are planned at Community Center facilities. This City is planning two non-capacity capital projects through the year ~~2017~~ 2018. The rooftop heat pump will be replaced, and a new system to recover heat from the exhaust air system will be installed. Both of these projects are scheduled for 2012. (See table CC-3).~~

OPERATING IMPACT OF LOS CAPITAL IMPROVEMENTS

The net operating impact ~~during 2013-2018~~ of the capital improvement projects required to maintain the adopted level of service standard will not change during the 2014-2019 time period because there are no additional projects proposed. ~~is projected to decrease significantly as a result of energy-efficient capital improvements scheduled to occur between 2012 and 2017. The projected savings is shown on Table CC-4.~~

**Table CC-1
CURRENT FACILITIES INVENTORY
Community Center Facilities**

Name	Capacity	Location
North SeaTac Park Community Center	26,809 square feet	13735 - 24 th Ave S.
Valley Ridge Community Center	2,000 square feet	4644 S. 188th St.
Recreation Room at Bow Lake Elementary School	1,300 square feet	18237 42nd Ave S
TOTAL	30,109 square feet	

**Table CC-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Community Center Facilities**

City LOS - 1,020 sq. ft. per 1,000 population					
(1)	(2)	(3)	(4)	(5)	
Time Period	City Population	Sq. Ft. Required @ 1.02000 Per Capita	Sq. Ft. Available	Net Reserve Or Deficiency	
<u>2011-2012</u> Actual Pop.	<u>-27,110 20,210</u>	<u>-27,672 27,754</u>	30,109	<u>2,457</u>	<u>2,355</u>
<u>2012-2017</u> <u>2013-2018</u> Growth	<u>-2,287 1,951</u>	<u>-2,333 1,990</u>	0	<u>-2,333</u>	<u>-1,990</u>
TOTAL AS OF <u>2017</u> <u>2018</u>	<u>-29,397 29,161</u>	<u>-29,985 29,744</u>	30,109	<u>-124</u>	<u>365</u>
CAPACITY PROJECTS:	No projects.				

**Table CC-3
CFP PROJECTS AND FINANCING PLAN
Sources and Uses of Funds
Community Center Facilities**

There are no Capital projects planned through-2018

(All Amounts Are Times \$1,000)							
(1) SOURCES/USES	(2) 2012	(3) 2013	(4) 2014	(5) 2015	(6) 2016	(7) 2017	(8) TOTAL
SOURCES-OF-FUNDS							
Existing Revenue:							
City Sources:							
Fund-Balance-304	95.0	0.0	0.0	0.0	0.0	0.0	95.0
Existing-City-Source-Total:	95.0	0.0	0.0	0.0	0.0	0.0	95.0
Non-City Sources:							
(none)	-	-	-	-	-	-	0.0
Existing-Non-City-Source-Total:	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Existing Revenue-Total:	95.0	0.0	0.0	0.0	0.0	0.0	95.0
New Revenue:							
City Sources:							
(none)	-	-	-	-	-	-	-
New-City-Source-Total:	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Non-City Sources:							
PSE-Grant	27.0	0.0	0.0	0.0	0.0	0.0	27.0
New-Non-City-Source-Total:	27.0	0.0	0.0	0.0	0.0	0.0	27.0
New Revenue-Total:	27.0	0.0	0.0	0.0	0.0	0.0	27.0
Total Sources	122.0	0.0	0.0	0.0	0.0	0.0	122.0
USES-OF-FUNDS							
Non-Capacity Projects							
1. Rooftop Heat Pump-Replacement	70.4	0.0	0.0	0.0	0.0	0.0	70.4
2. Air Heat Recovery Units	51.6	0.0	0.0	0.0	0.0	0.0	51.6
Total Costs	122.0	0.0	0.0	0.0	0.0	0.0	122.0
BALANCE							
Surplus or (Deficit)	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Table CC-4
OPERATING IMPACT OF LEVEL OF SERVICE CAPITAL IMPROVEMENTS
Community Center Facilities

(All Amounts Are Times \$1,000)								
(1)	(2)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Type of Facility	2012	2013	2014	2015	2016	2017	<u>2018</u>	Total \$
1. CC HVAC-Digital Control	0	29.8	30.4	31.0	31.6	32.2		155.0
1. Rooftop Heat Pump Replacement		<u>-6.5</u>	<u>-6.7</u>	<u>-6.8</u>	<u>-7.0</u>	<u>-7.1</u>	<u>-7.2</u>	<u>-41.3</u>
2. Air Heat Recovery Units		<u>-4.3</u>	<u>-4.4</u>	<u>-4.5</u>	<u>-4.5</u>	<u>-4.6</u>	<u>-4.7</u>	<u>-27.0</u>
Total Costs	0.0	-10.8	-11.1	-11.3	-11.5	-11.7	-11.9	-68.3

FIRE SERVICES

CURRENT FACILITIES

The SeaTac Fire Department is responsible for delivering fire protection and emergency medical services to the City. The Fire Department currently serves approximately 8 square miles and ~~27,110~~ 27,210 people, thus each of the three fire stations, on average, serves 2.6 miles and ~~9,036~~ 9,070 people. Table FS-1, the Current Facilities Inventory for Fire Services, lists each fire station, its current capacity and location. A map following the inventory shows the geographic location of each station.

Presently, the City operates 3 fire stations: Station 45 (South), Station 46 (East), and Station 47 (North). Station 46 is the headquarters station, and the location of the City's Emergency Coordination Center (ECC). Three fire/aid units (engine companies with EMS/rescue capability) operate from these fire stations. The current ratio of fire/aid units to population is 0.11 fire/aid units per 1,000 population. The average response time from each station is 5.0 minutes.

LEVEL OF SERVICE (LOS)

The adopted LOS for fire protection and emergency services capital facilities is 0.10 fire/aid units per 1,000 population. The adopted LOS will not require any additional fire/aid unit through the year ~~2016~~ 2018.

Fire Department staff emphasize that the "capital facility" LOS (0.10 fire/aid units per 1,000 population) is only one measurement for assessing fire protection services. In contrast, an "operational" level of service considers response time, delivery of required fire flows (quantity and pressure) in a timely manner, and available fire fighting force at the scene. The recommended "operational" level of service thus includes:

- A five minute response time for 95% of all emergency fire calls;
- Delivery of a minimum 350 gallons per minute to a fire:
 - a. Within 10 minutes of an emergency fire call;
 - b. At 35 gallons per minute per firefighter.

The recommended operational level of service is consistent with:

- The 4 to 5 minute response time and 350 gallon availability within 10 minutes that the City of SeaTac Fire Department has identified as the "operational" LOS most likely to be required for the "average" residential fire, as well as the amount required to provide final extinguishment in a commercial building that is equipped with automatic sprinklers; and
- The "Managing Fire Services" guide for fire administrators published by the International City Management Association (ICMA), and the National Fire Academy which recommends 350 gpm delivery capability @ 35 gpm per firefighter.

According to Fire Department staff, the 350 gpm delivery standard adds an important dimension to a "typical response time LOS," which is a measure of when the first fire/aid unit arrives at the site of a fire. Response time as a sole LOS measure is appropriate for EMS response (assuming sufficient aid resources are on the apparatus) to provide basic life support. However, a fire incident response time

only reflects the time at which the first "spectators" arrive, and does not reflect the total and immediate resource requirements for water application, possible rescue, forcible entry, ventilation, and provision of a rescue team for the initial fire entry team. The 350 gpm delivery LOS capability would require at least 10 fire fighters at the scene for an effective fire suppression effort.

CAPITAL FACILITIES PROJECTS COMPLETED IN ~~2011~~2012

In ~~2011~~2012 one of the two Battalion Chiefs' vehicles was replaced~~Type III Aid Cars were replaced.~~

CAPITAL FACILITIES PROJECTS AND FINANCING

The 0.10 units/1,000 population LOS does not require any additional fire/aid unit for the ~~2012-2017~~2013-2018 period. The City's Fire Capital Reserve fund is the primary source for Fire Department major vehicles and equipment, including any additional Fire/Aid unit needed in the future to achieve the adopted LOS. The city expects to complete the replacement of Fire Station #45 by 2013 (estimated remaining cost is ~~\$3,120,100~~ \$1,460,200). Other capital projects planned for the ~~2012-2017~~ 2013-2018 time period include vehicle and equipment replacements, estimated at ~~\$3,387,400~~ \$4,335,300 (See Table FS-3).

OPERATING IMPACT OF LOS CAPITAL IMPROVEMENTS

The operating impact of the capital improvement projects during ~~2012-2017~~2014-2018 to maintain the adopted LOS is standard is projected to decrease significantly as a result of energy-efficient capital improvements associated with the new Fire station 45. The projected savings is shown in Table FS-4.

Fire Services

The inventory of current Fire Services capital facilities include the following:

**Table FS-1
CURRENT FACILITIES INVENTORY
Fire Services**

Name of Station	Fire/Aid Units In Service	Total Station Capacity (Fire/Aid Units per Station)	Location
Station 45	1	3	South
Station 46	1	2	East
Station 47	1	1	North
TOTAL	3	6	

**Table FS-2
CAPITAL PROJECTS LOS CAPACITY ANALYSIS
Fire Services**

City LOS = 0.10 service units per 1,000 population				
(1)	(2)	(3)	(4)	(5)
Time Period	City Population	Service Units Required @ 0.0001 Per Capita	Service Units Available	Net Reserve Or Deficiency
2011 2012 Actual Pop.	27,110 27,210	2.7	3.0	0.3
2012-2017 2013-2018 Growth	2,287 1,951	0.2	0.0	-0.2
Total as of 2017 2018	29,397 29,161	2.9	3.0	0.1
CAPACITY PROJECTS:	No projects.			

MAP A4.2 FIRE STATIONS

Table FS-3
CFP PROJECTS AND FINANCING PLAN
Sources and Uses of Funds
Fire Services

(1) SOURCES/USES	(All Amounts Are Times \$1,000)							
	(2) 2012	(2) 2013	(3) 2014	(4) 2015	(5) 2016	(6) 2017	(7) <u>2018</u>	(8) TOTAL
SOURCES OF FUNDS								
Existing Revenue:								
<i>City Sources:</i>								
Fire Equipment Fund #303	47.6	501.3	440.1	464.7	68.3	291.4	0.0	1,765.8
Interest Earnings from Fund #303	4.6	0.0	3.0	7.5	7.5	8.0	8.0	34.0
Fund #301	375.0	0.0	0.0	661.4	425.0	473.1	376.0	1,935.5
Fund #306	1,659.9	1,460.2	0.0	0.0	0.0	0.0		1,460.2
Existing City Sources Total:	2,084.1	1,961.5	443.1	1,133.6	500.8	772.5	384.0	5,195.5
<i>Non-City Sources:</i>								
(none)	-	-	-	-	-	-	-	0.0
Existing Non-City Sources Total:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Existing Revenue Total:	2,084.1	1,961.5	443.1	1,133.6	500.8	772.5	384.0	5,195.5
New Revenue:								
<i>City Sources:</i>								
(None)	-	-	-	-	-	-	-	0.0
City Sources Total:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Non-City Sources:</i>								
<u>Local Grants: ST HCT Mitigation</u>		0.0	600.0	0.0	0.0	0.0	0.0	600.0
Non-City Sources Total:	0.0	0.0	600.0	0.0	0.0	0.0	0.0	600.0
New Revenue Total:	0.0	0.0	600.0	0.0	0.0	0.0	0.0	600.0
Total Sources	2,084.1	1,961.5	1,043.1	1,133.6	500.8	772.5	384.0	5,795.5

Table FS-3 Continued
CFP PROJECTS AND FINANCING PLAN
Sources and Uses of Funds
Fire Services

(1) SOURCES/USES	(All Amounts Are Times \$1,000)							(8) TOTAL
	(2) 2012	(3) 2013	(4) 2014	(5) 2015	(6) 2016	(7) 2017	(7) 2018	
USES OF FUNDS								
Capacity Projects:								
(none)								0.0
Subtotal, Capacity Projects	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Non-Capacity Projects:								
1. Station 45 Replacement	1,659.9	1,460.2	0.0	0.0	0.0	0.0	0.0	1,460.2
Subtotal, Buildings	1,659.9	1,460.2	0.0	0.0	0.0	0.0	0.0	1,460.2
Vehicles:								
1. Pumper Replacement w/Aerial Upgrade (#112)	350.0	0.0	600.0	851.6	0.0	0.0	0.0	1,451.6
2. Assistant Chief Vehicle Replacement (#21)	0.0	0.0	0.0	58.3	0.0	0.0	0.0	58.3
3. Chief Vehicle Replacement (#20)	0.0	0.0	0.0	58.3	0.0	0.0	0.0	58.3
4. Training Officer's Vehicle Replacement (#23)	0.0	0.0	0.0	58.3	0.0	0.0	0.0	58.3
5. Battalion Chief Vehicle Repl (#22)	0.0	0.0	0.0	0.0	0.0	94.7	0.0	94.7
6. Inspector Vehicle Repl (#24)	0.0	0.0	0.0	0.0	34.5	0.0	0.0	34.5
7. Inspector Vehicle Repl (#25)	0.0	0.0	0.0	0.0	34.5	0.0	0.0	34.5
8. Pierce Quantum Repl (App#115)	0.0	0.0	0.0	0.0	425.0	610.2	0.0	1,035.2
9. Type III Aid Car Replacement (#116)		0.0	0.0	0.0	0.0	0.0	271.4	271.4
10. Pickup Truck (#26)		0.0	0.0	0.0	0.0	0.0	52.0	52.0
4. Battalion Chief Vehicle Replacement (#19)	74.2	0.0	0.0	0.0	0.0	0.0	0.0	74.2
Subtotal, Vehicles	424.2	0.0	600.0	1,026.5	494.0	704.9	323.4	3,148.8
Equipment:								
11. Cardiac Defibrillators	0.0	0.0	91.0	0.0	0.0	0.0	0.0	91.0
12. SCBA Replacement (Incl. bottles)	0.0	493.8	0.0	0.0	0.0	0.0	0.0	493.8
13. Thermal Imaging Camera	0.0	0.0	0.0	63.8	0.0	0.0	0.0	63.8
14. Rescue Tools (Replacement)	0.0	0.0	0.0	0.0	0.0	61.7	0.0	61.7
15. Radios (Replacement)	0.0	0.0	345.8	0.0	0.0	0.0	0.0	345.8
16. Body Armor	0.0	0.0	0.0	36.8	0.0	0.0	0.0	36.8
17. Rescue Tools		0.0	0.0	0.0	0.0	0.0	43.8	43.8
18. Exercise Equipment Replacement		7.5	6.3	6.5	6.8	5.9	16.8	49.8
Subtotal, Equipment	0.0	501.3	443.1	107.1	6.8	67.6	60.6	1,186.5
Total Costs	2,084.1	1,961.5	1,043.1	1,133.6	500.8	772.5	384.0	5,795.5
BALANCE								
Surplus or (Deficit)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Table FS-4
OPERATING IMPACT OF LEVEL OF SERVICE CAPITAL IMPROVEMENTS
Fire Services

All amounts are times \$1000								
(1) Type of Facility	(2) 2013	(2) 2014	(3) 2015	(4) 2016	(5) 2017	(6) 2018	(7) 2019	(8) Total \$
Fire Station #45 Utility Savings	0.0	0.0	-36.2	-36.9	-36.9	-37.7	-39.1	-186.8
Total Costs	0.0	0.0	-36.2	-36.9	-36.9	-37.7	-39.1	-186.8

SURFACE WATER MANAGEMENT

CURRENT FACILITIES

The inventory at the end of this section describes current surface water management facilities. Map A4.3 in this section identifies the major drainage basins within the City. As part of its ongoing efforts to develop programs that address the needs of the community, the City completed a Comprehensive Surface Water Plan for the Des Moines Creek Basin in the autumn of 1997 that identifies what will be needed to bring the basin up to the adopted LOS. This multi-year project was completed in 2011.

LEVEL OF SERVICE (LOS)

The City has adopted the current King County Surface Water Design Manual, together with revisions and amendments for flow control and water quality treatment as the LOS for all five of the major drainage basins in the City. The standards and requirements of the King County Surface Water Design Manual are intended to ensure that peak stormwater flows from new development are equivalent to or less than pre-development conditions, and that new development does not have a degrading effect on ambient water quality. The City of SeaTac also worked in conjunction with the cities of Burien, Normandy Park, the Port of Seattle, and King County to complete a Comprehensive Surface Water Plan for Miller Creek Basin.

CAPITAL FACILITIES PROJECTS COMPLETED IN ~~2011~~2012

Spot drainage improvements associated with the S 188th Street Overlay Project were completed in 2012. No other surface water management capital projects were completed in ~~2011~~ 2012, except those included as part of street improvements. See the Transportation section of this Chapter for specific projects.

CAPITAL FACILITIES PROJECTS AND FINANCING

~~Surface Water Management improvement activities have been included as part of five (5) transportation projects discussed in the Transportation section of this chapter. Those projects include:~~

- ~~• South 154th Street Improvements,~~
- ~~• Military Road Improvements between 166th and 176th Streets~~
- ~~• Military Road Improvements between 150th and 152nd Streets~~
- ~~• South 152nd Street between 30th and Military Streets, and~~
- ~~• 34th Avenue South between 160th and 176th Streets.~~

The City will also initiated the process to develop a new update its Stormwater Comprehensive Surface Water Plan beginning in 2012. This is listed as a non-capacity project in Table SWM-3. Surface water management enhancement and maintenance activities included in road network projects will continue to be paid for from the Surface Water Management Utility Funds. The surface water elements of the City's Transportation Capital projects are currently paid by the Transportation Fund. See the Transportation section of this Chapter for a listing of transportation projects planned for the 2013 – 2017 time period. Surface Water Management Utility Funds will be placed into

reserve until such time as they become sufficient to fund ~~significant Surface Water~~ capital projects and the surface water elements of the transportation capital projects. ~~Management activities.~~ These activities will be included in future Capital Facilities Plans.

OPERATING IMPACT OF LOS CAPITAL IMPROVEMENTS

No additional operating and maintenance costs will be imposed for Surface Water Management activities during the time period covered by this Capital Facilities Plan. (See Table SWM-4).

INVENTORY, CURRENT SURFACE WATER MANAGEMENT FACILITIES

The surface water management system consists of both City-owned and regional detention and water quality facilities, consisting primarily of piping and associated conveyance facilities. A detailed inventory of current surface water management facilities is on file in the City's Department of Public Works.

MAP A4.3 DRAINAGE BASINS

**Table SWM-3
CFP PROJECTS AND FINANCING PLAN
Sources and Uses of Funds**

(All Amounts Are Times \$1,000)								
(1) SOURCES/USES	(2) 2012	(2) 2013	(3) 2014	(4) 2015	(5) 2016	(6) 2017	(7) 2018	(8) TOTAL
SOURCES OF FUNDS								
Existing Revenue:								
<i>City Sources:</i>								
SWM Fee Revenue	400.0	260.0	100.0	100.0	100.0	100.0	0.0	660.0
<i>Existing City Sources Total:</i>	400.0	260.0	100.0	100.0	100.0	100.0	0.0	660.0
<i>Non-City Sources:</i>								
(none)	-	-	-	-	-	-	-	0.0
<i>Existing Non-City Sources Total:</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Existing Revenue Total:	400.0	260.0	100.0	100.0	100.0	100.0	0.0	660.0
New Revenue:								
<i>City Sources:</i>								
(none)	-	-	-	-	-	-	-	0.0
<i>New City Sources Total:</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Non-City Sources:</i>								
(none)	-	-	-	-	-	-	-	0.0
<i>Non-City Sources Total:</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
New Revenue Total:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Sources	400.0	260.0	100.0	100.0	100.0	100.0	0.0	660.0
USES OF FUNDS								
Capacity Projects:								
1. Spot Drainage Improvements	200.0	100.0	100.0	100.0	100.0	100.0	0.0	500.0
Subtotal	200.0	100.0	100.0	100.0	100.0	100.0	0.0	500.0
Non-Capacity Projects:								
1. Storm Water Comprehensive Plan Update	200.0	160.0	0.0	0.0	0.0	0.0	0.0	160.0
Subtotal	200.0	160.0	0.0	0.0	0.0	0.0	0.0	160.0
Total Costs	400.0	260.0	100.0	100.0	100.0	100.0	0.0	660.0
BALANCE								
Surplus or (Deficit)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

**Table SWM-4
OPERATING IMPACT OF LEVEL OF SERVICE CAPITAL IMPROVEMENTS
Surface Water Management**

There are no operating impacts associated with capital projects through 2017 2019

TRANSPORTATION

CURRENT FACILITIES

Regional freeway facilities serving the City of SeaTac include I-5, S.R. 509, and S.R. 518. The City of SeaTac is served by interchanges with I-5 at S. 200th and S. 188th Streets. S.R. 518 also provides access to I-5 from the north end of the City. The 509 freeway currently terminates at S. 188th Street; arterial streets south of S. 188th Street are designated as the current S.R. 509 route to Des Moines, Federal Way, and Tacoma. S.R. 518 provides the primary access to Sea-Tac Airport.

The City of SeaTac's Public Works Department's road system inventory consists of roads in 4 categories: principal arterials, minor arterials, collector arterials, and non-arterials.

Table TR-1 "Current Facilities Inventory", lists each of the principal arterials, minor arterials, and collector arterials, along with the policy LOS for each of these arterial categories.

Map A4.4 shows the geographic location of freeways, principal arterials, minor arterials, collector arterials, and non-arterial city streets.

LEVEL OF SERVICE (LOS)

Policy 3.2A of the City's Transportation Plan establishes an LOS standard for intersections and roadways with LOS E or better as being acceptable on principal or minor arterials. LOS D or better is acceptable on collector arterials and lower classification streets, as calculated on a delay-basis.

The City's Director of Public Works, utilizing established criteria, shall be allowed to provide for exceptions to the LOS E standard along minor and principal arterials if future improvements are included in the City's transportation plan, or where the City determines improvements beyond those identified in the transportation plan are not desirable, feasible, or cost-effective. The recommended plan would require exceptions to the level of service policy at the following three intersections: S. 188th Street/International Boulevard; S. 200th Street/International Boulevard; and S. 188th Street/I-5 southbound ramps.

CAPITAL FACILITIES PROJECTS COMPLETED IN 20112012

Transportation projects completed in 20112012 include: ~~constructing new sidewalks on S. 138th St.~~

- Reconstruction of S 154th Street from 24th Avenue S to 32nd Avenue S, including sidewalks, bike lanes, drainage improvements, and new paving. This project also included coordination with the Valley View Sewer District to extend the sewer system west from 32nd Avenue S.; and
- The S 164th Street pedestrian improvements as part of the 2012-2013 Pedestrian program.

CAPITAL FACILITIES PROJECTS AND FINANCING

The City's road system improvement plan includes fourteen (14) "capacity" projects (\$63,047,000) and one (1) "non-capacity" project (\$500,000). The proposed financing plan is shown on Table TR-

3.

OPERATING IMPACT OF LOS CAPITAL IMPROVEMENTS

The net operating impact during ~~2013—2018~~2014-2019 of the capital improvements projects required to maintain the adopted level of service standards is shown on Table TR-4.

CONCURRENCY (ADEQUATE PUBLIC FACILITIES)

In compliance with GMA and City Policy 4.3, adequate Roads and Transit facilities must be available within 6 years of the occupancy and use of any projects that cause the roadway LOS to be exceeded.

Table TR-1
CURRENT FACILITIES INVENTORY
Transportation

Principal Arterials (Current Level or LOS E)	International Boulevard
	S. 188th St.
	S. 200th St.
	28 th /24 th Ave. S. (S. 188 th St. to S. 202 th St.)
Minor Arterials (Min LOS E)	Des Moines Memorial Dr. S.
	Military Rd. S.
	S. 128th St.
	S. 154th St.
	S. 160th St. (Air Cargo Rd. - Military Rd. S.)
	S. 176th St. (International Blvd. – Military Rd. S.)
	S. 178th St. (East of Military Rd. S.)
S. 216 th St.	
Collector Arterials (Min LOS D)	24th Ave. S. (S. 128th - S. 154th St.)
	34th Ave. S. (S. 160th - S. 176th St.)
	42nd Ave. S. (S. 176th - S. 188th St.)
	35 th Ave. S (S. 216 th - 37 th Pl. S.)
	40th Pl. S. (37 th Pl. S. - 42 nd Ave. S.)
	42nd Ave. S. (S. 164 th St. - S. 160 th St.)
	S. 136th St. (West of 24th Ave. S.)
	S. 142nd Pl.
	S. 142 nd St. (West of 24 th Ave. S.)
	S. 144th St.
	S. 170th St. (Air Cargo Rd. - Military Rd. S.)
	S. 192nd St. (8 th Ave. S. - 16 th Ave. S)
	S. 208th St. (24 th Ave. S, - International Boulevard)

MAP A4.4

EXISTING ROADWAY SYSTEM

Table TR-3
CFP PROJECTS AND FINANCING PLAN
Sources and Uses of Funds
Transportation Funding

	(All Amounts Are Times \$1,000)							
	(2)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	2012	2013	2014	2015	2016	2017	2018	TOTAL
SOURCES OF FUNDS								
EXISTING Revenue:								
<i>City Sources:</i>								
Parking Tax	1,591.7	2,911.4	3,262.7	4,650.0	3,271.4	250.0	400.0	14,745.5
Fund Balance #307/301	1,614.1	181.5	1,040.3	234.5	720.0	0.0	0.0	2,176.3
Sales Tax	180.0	180.0	0.0	517.4	0.0	549.4	0.0	1,246.8
Invest Interest Earnings	4.0	4.0	0.0	22.5	0.0	0.0	0.0	26.5
GMA Impact Fees	0.0	125.0	150.0	150.0	150.0	150.0	0.0	725.0
Community Relief Funds	904.5	904.5	605.0	681.6	222.9	0.0	0.0	2,414.0
<i>Existing City Sources Total:</i>	<i>4,294.3</i>	<i>4,306.4</i>	<i>5,058.0</i>	<i>6,256.0</i>	<i>4,364.3</i>	<i>949.4</i>	<i>400.0</i>	<i>21,334.1</i>
<i>Non-City Sources:</i>								
State Grants (TIB)	513.4	1,350.6	1,300.0	0.0	0.0	0.0	0.0	2,650.6
Federal Grants	500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Existing Non-City Sources Total:</i>	<i>1,013.4</i>	<i>1,350.6</i>	<i>1,300.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>2,650.6</i>
Existing Revenue Total:	5,307.7	5,657.0	6,358.0	6,256.0	4,364.3	949.4	400.0	23,984.7
NEW Revenue:								
<i>City Sources:</i>								
Asset Sales	0.0	0.0	0.0	1,800.0	11,100.0	0.0	0.0	12,900.0
<i>New City Sources Total:</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>1,800.0</i>	<i>11,100.0</i>	<i>0.0</i>	<i>0.0</i>	<i>12,900.0</i>
<i>Non-City Sources:</i>								
Local Grants: ST HCT Mitigation, Des Moines	0.0	440.0	410.0	1,700.0	2,138.6	0.0	0.0	4,688.6
State Grants: TIB, FMSIB, Storm Water	408.3	588.0	300.0	2,500.0	3,000.0	0.0	0.0	6,388.0
Federal Grants	0.0	0.0	0.0	2,000.0	2,000.0	0.0	0.0	4,000.0
Other	0.0	0.0	0.0	0.0	1,067.1	773.6	1,358.0	3,198.7
<i>New Non-City Sources Total:</i>	<i>408.3</i>	<i>1,028.0</i>	<i>710.0</i>	<i>6,200.0</i>	<i>8,205.7</i>	<i>773.6</i>	<i>1,358.0</i>	<i>18,275.3</i>
New Revenue Total:	408.3	1,028.0	710.0	8,000.0	19,305.7	773.6	1,358.0	31,175.3
Total-All Sources	5,716.0	6,685.0	7,068.0	14,256.0	23,670.0	1,723.0	1,758.0	55,160.0
Total Costs-All Transportation Projects	2,350.0	6,685.0	7,068.0	14,256.0	23,670.0	1,723.0	1,758.0	55,160.0
BALANCE: Surplus or (Deficit)	3,366.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Table TR-3 (Continued)
CFP PROJECTS AND FINANCING PLAN
Sources and Uses of Funds
Transportation Projects

(All Amounts are x \$1,000)

(1)	(2)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
USES OF FUNDS	2012	2013	2014	2015	2016	2017	2018	TOTAL
Capacity Projects								
1 ST-125 Military Road S. & 152nd (150th-1B)	300.0	300.0	800.0	2,000.0	980.0	0.0	0.0	4,080.0
2 ST-122 Military Road S. (176th-166th)	500.0	3,400.0	3,500.0	0.0	0.0	0.0	0.0	6,900.0
3 ST-126 S 152 (30th Ave. S to Military Rd.)	0.0	0.0	0.0	800.0	4,600.0	0.0	0.0	5,400.0
4 ST-148 S 154 St Sta Area Improvements	0.0	0.0	0.0	1,000.0	6,500.0	0.0	0.0	7,500.0
5 ST-131 28th/24th Ave. Extension	800.0	1,350.0	1,296.0	8,600.0	8,800.0	0.0	0.0	20,046.0
6 ST-065 Des Moines Memorial Drive and S 200 St.		0.0	0.0	200.0	1,100.0	0.0	0.0	1,300.0
7 ST-829 2012-2013 Ped Prog	250.0	1,420.0	22.0	0.0	0.0	0.0	0.0	1,442.0
8 ST-830 2013-2014 Ped Prog	0.0	215.0	1,200.0	0.0	0.0	0.0	0.0	1,415.0
9 ST-831 2014-2015 Ped Prog	0.0	0.0	250.0	1,406.0	0.0	0.0	0.0	1,656.0
10 ST-832 2015-2016 Ped Prog	0.0	0.0	0.0	250.0	1,440.0	0.0	0.0	1,690.0
11 ST-833 2016-2017 Ped Prog	0.0	0.0	0.0	0.0	250.0	1,473.0	0.0	1,723.0
12 ST-834 2017-2018 Ped Prog	0.0	0.0	0.0	0.0	0.0	250.0	1,508.0	1,758.0
13 ST-835 2018-2019 Ped Prog		0.0	0.0	0.0	0.0	0.0	250.0	250.0
4 ST-130 S. 154th St Improvements (24th-32nd Aves)	2,000.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3 ST-828 S 164th St. N'hood Ped. Improvements	1,366.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
7 ST-015 34th Ave S (S 160 to S 176)	0.0	0.0	500.0	400.0	4,000.0	2,200.0		7,100.0
Capacity Project Cost Subtotal	4,850.0	6,685.0	7,068.0	14,256.0	23,670.0	1,723.0	1,758.0	55,160.0
Non-Capacity Projects								
1 GE-037 Transp Plan Update	500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Non-Capacity Project Cost Subtotal	500.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Costs - All Projects	2,350.0	6,685.0	7,068.0	14,256.0	23,670.0	1,723.0	1,758.0	55,160.0

Table TR-4
OPERATING IMPACT OF LEVEL OF SERVICE CAPITAL IMPROVEMENTS
Transportation Facilities

Project		(1)	(2)	(2)	(3)	(4)	(5)	(6)	(8)	(8)
			2013	2014	2015	2016	2017	2018	2019	Total \$
1.	ST-122 Military Rd. (S 176 to S 166th St.)		0.0	0.0	3.5	3.5	3.5	3.5	3.5	17.5
2.	ST-125 Military Rd. & S. 152nd St. (S 150th St to IB)		0.0	0.0	0.0	0.0	1.0	1.0	1.0	3.0
3.	ST-131 28th/24th Ave. Ext.		0.0	0.0	0.0	0.0	6.3	6.3	6.3	18.9
4.	ST-148 S. 154th St. Sta. Area Streets		0.0	0.0	0.0	0.0	5.5	5.5	5.5	16.5
5.	ST-065 Des Moines Memorial Drive & 200th St.			0.0	0.0	0.0	3.0	3.0	3.0	9.0
4.	ST-130 S. 154th St Improvements (24th Ave. S to 32nd Ave S)		5.6	5.6	5.6	5.6	5.6	5.6		33.6
Total Costs			0.0	0.0	3.5	3.5	19.3	19.3	19.3	64.9

STATION AREA IMPLEMENTATION

Introduction

~~Light rail has come to SeaTac!~~ Sound Transit, a regional transit service connecting King, Pierce and Snohomish counties, has brought ~~is bringing~~ light rail to the City of SeaTac. There are currently two stations serving the City: a station at the southeast corner of International Blvd. and S 154th St., and a station at SeaTac City Center and the Sea-Tac International Airport just northwest of the intersection of International Boulevard and S. 176th St.

The South 154th Street Station Area will be a vibrant, mixed use residential neighborhood that connects people of various backgrounds. The station area will be pedestrian-oriented, visually pleasing, and easily accessible to high capacity transit.

The City is currently working with Sound Transit to extend the light rail line to S. 200th St. The S. 200th St. Station is scheduled to open in 2016. The City expects to plan for the area around the S. 200th Station in the next few years.

~~The~~ Some specific projects (which are the primary responsibility of the City) and sources of funds needed to implement the S 154th St. Station Area Action Plan are contained in the relevant sections of this chapter; i.e., Transportation, Parks. Other projects, including funding sources, specifically related to implementing the S 154th St. Station Area are shown in Table SA-3

Table SA-3
CFP PROJECTS AND FINANCING PLAN
Sources and Uses of Funds
Station Area Implementation

(All Amounts Are Times \$1,000)								
(1)	(2)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
SOURCES/USES	2012	2013	2014	2015	2016	2017	2018	TOTAL
SOURCES OF FUNDS								
Existing Revenue:								
<i>City Sources:</i>								
Fund Balance #308/301	0.0	650.0	0.0	0.0	0.0	0.0	0.0	650.0
Community Relief Fund 105	0.0	100.0	250.0	0.0	0.0	0.0	0.0	350.0
Construction-Sales Tax	250.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Existing City Sources Total:</i>	250.0	750.0	250.0	0.0	0.0	0.0	0.0	1,000.0
<i>Non-City Sources:</i>								
(None)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Non-City Sources Total:</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Existing Revenue Total:	250.0	750.0	250.0	0.0	0.0	0.0	0.0	1,000.0
NEW FUNDS								
<i>City Sources:</i>								
Asset Sales	0.0	0.0	0.0	1,626.0	0.0	0.0	0.0	1,626.0
Lease Revenues	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Fund Balance 304/306	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>New City Sources Total:</i>	0.0	0.0	0.0	1,626.0	0.0	0.0	0.0	1,626.0
<i>Non-City Sources</i>								
(none)	-	-	-	-	-	-	-	0.0
<i>New Non-City Sources Total:</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
New Revenue Total:	0.0	0.0	0.0	1,626.0	0.0	0.0	0.0	1,626.0
Total Sources	250.0	750.0	250.0	1,626.0	0.0	0.0	0.0	2,626.0
USES OF FUNDS								
Projects:								
1. 154th Property acquisition - 1st round	250.0	750.0	250.0	0.0	0.0	0.0	0.0	1,000.0
2. International Market Place (154th)	0.0	0.0	0.0	1,626.0	0.0	0.0	0.0	1,626.0
8. Riverton Heights Property	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Costs	250.0	750.0	250.0	1,626.0	0.0	0.0	0.0	2,626.0
BALANCE								
Surplus or (Deficit)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Projects Outside the ~~2012-2017~~ 2012-2018 Capital Facilities Planning Time Frame

Capital projects needed to implement the Station Area Plan will be managed by various departments: the City Manager's Office, the Public Works Department, and the Parks and Recreation Department. Some of those projects will be implemented after ~~2017~~ 2018. This section of the Capital Facilities Background Report tracks these projects. Some long-term projects are included in other City documents (e.g., the ten-year Transportation Improvement Program, or TIP), and those are not duplicated here; this section includes projects not tracked in other City documents. Detailed planning for these projects has not been done, so cost estimates are "order of magnitude" in 2008 dollars.

	<u>PROJECT TITLE</u>	<u>LOCATION</u>	<u>COST</u>
<i>154th Streets & Sidewalks</i>			
1	Pedestrian improvements at intersection of IB/S. 154th St.	IB and 154th	\$250,000
2	Pedestrian improvements at intersection of IB/S. 152nd St.	IB and 152nd	\$250,000
3	30th Ave. S. Streetscape Improvement	152nd to 154th	\$2,314,331
4	32nd Ave. S. Streetscape Improvement	152nd to 154th	\$3,078,000
<i>154th Facilities & Property Acquisition</i>			
10	Public parking in structured garage (50 stalls)	TBD	\$1,000,000
11	Art and signage amenities	Throughout 154th station area	\$500,000
12	Pedestrian bridge	IB and 154th	\$3,000,000
13	Property acquisition - 2nd round	Land assemblage for redevelopment	\$1,000,000
	Total		\$9,892,831

ORDINANCE NO. 12-1020

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Ordinance 12-1014 related to the creation of 2.5 Full Time Equivalent (FTE) positions for the purpose of providing expedited Sound Transit project review.

WHEREAS, the City Council adopted Ordinance 12-1014 that provided for the creation of 2.5 FTE positions—Civil Engineer 2 (1.0 FTE), Senior Planner (1.0 FTE), and Administrative Assistant 2 (0.5 FTE)—for the purpose of expediting Sound Transit project review; and

WHEREAS, it has been determined that revising the list of created positions would better facilitate the review of the Sound Transit project;

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

Section 1. Section 1 of Ordinance 12-1014 is hereby amended to read as follows:

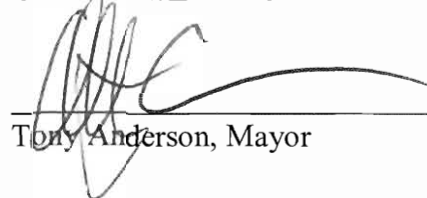
The City Council hereby creates an additional 2.5 FTE's in the following job classifications:

- Civil Engineer 2 (2 FTE)
- Senior Planner (.5 FTE)

Section 2. This Ordinance shall not be codified and shall be in full force and effect five days after passage and publication as required by law.

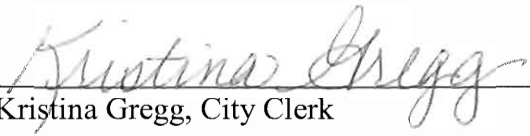
ADOPTED this 11th day of December, 2012, and signed in authentication thereof on this 11th day of December, 2012.

CITY OF SEATAC



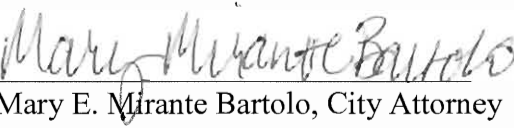
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: 12/22/12]

[Amended Sound Transit FTE's]