



City of SeaTac

Council Study Session Agenda

January 14, 2014
4:00 PM

City Hall
Council Chambers

CALL TO ORDER:

PUBLIC COMMENTS (related to the agenda items listed below): (Speakers must sign up prior to the meeting. Public Comments shall be limited to a total of ten minutes with individual comments limited to three minutes and a representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. However, the Mayor or designee may reduce equally the amount of time each speaker may comment so that the total public comment time does not exceed ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

1. **Agenda Bill #3571; A Motion authorizing the City Manager to execute an agreement between the City and Devco Inc. for grading in Grandview Park (15 minutes)**
By: Parks and Recreations Director Kit Ledbetter / Principal Engineer for Green Azure Green Consultants Paul E. Green
 2. **Agenda Bill #3576; A Resolution authorizing approval of a settlement of the remaining NPDES appeal issues (15 minutes)**
By: Senior Assistant City Attorney Mark Johnsen / Stormwater Compliance Manager Don Robinett
 3. **Agenda Bill #3573; A Motion authorizing the City Manager to execute an agreement extension for the Des Moines Creek Basin Operations and Maintenance Coordinator (5 minutes)**
By: Public Works Director Tom Gut
 4. **Agenda Bill #3570; An Ordinance amending Sections 16A.09.030, 16A.23.060 and Appendices I, II and III of Title 16A of the SeaTac Municipal Code, related to the Development Review Code (15 minutes)**
By: Community and Economic Development Director Joe Scorcio AICP / Planning Manager Steve Pilcher
 5. **Agenda Bill #3574; An Ordinance repealing Section 15.37.050 and amending Section 15.16.080 of the SeaTac Municipal Code, relating to the Zoning Code and Development regulations (10 minutes)**
By: Community and Economic Development Director Joe Scorcio AICP / Planning Manager Steve Pilcher
 6. **PRESENTATIONS – COUNCIL DIRECTION REQUESTED:**
 - **Options for 2014-2015 for Neighborhood Sidewalk Project (10 minutes)**
By: Civil Engineer II Toli Khlevnoy
 - **Non-Represented Salary Survey (10 minutes)**
By: Human Resources Director Anh Hoang
- PRESENTATIONS – INFORMATIONAL ONLY:**
- **Public Safety Statistics (10 minutes)**
By: Deputy Chief Brian Wiwel

ADJOURN:



City of SeaTac

Regular Council Meeting Agenda

January 14, 2014
6:30 PM

City Hall
Council Chambers

(Note: The agenda numbering is continued from the Council Study Session [CSS].)

CALL TO ORDER:

ROLL CALL:

FLAG SALUTE:

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

6. PRESENTATIONS – Informational Only (Continued):

• **Briefing on PSRC's process for allocating funding for transportation and other projects (20 minutes)**

By: Community and Economic Development Director Joe Scorcio AICP / PSRC Program Manager Kelly McGourty

• **Sustainable Works (10 minutes)**

By: Resource Conservation/Neighborhood Programs Coordinator Trudy Olson / Director of Marketing and Outreach for Sustainable Works Kellie Stickney

7. CONSENT AGENDA:

• **Approval of claims vouchers** (check nos. 105604 - 105796) in the amount of \$2,319,127.25 for the period ended December 20, 2013.

• **Approval of claims vouchers** (check nos. 105797 - 105979) in the amount of \$1,663,283.70 for the period ended December 31, 2013.

• **Approval of payroll vouchers** (check nos. 51934 - 51962) in the amount of \$202,049.26 for the period ended December 15, 2013.

• **Approval of payroll electronic fund transfers** (check nos. 79653 – 79838) in the amount of \$383,415.79 for the period ended December 15, 2013.

• **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$74,920.76 for the period ended December 15, 2013.

• **Approval of payroll vouchers** (check nos. 51963 - 51997) in the amount of \$482,435.06 for the period ended December 31, 2013.

• **Approval of payroll electronic fund transfers** (check nos. 79839 – 80028) in the amount of \$405,010.63 for the period ended December 31, 2013.

• **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$84,525.37 for the period ended December 31, 2013.

• **Pre-approval or final approval of City Council and City Manager travel related expenses** for the period ended January 9, 2014.

Agenda Items reviewed at the November 26, 2013 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3568; Approving the use of 2014 CIP Funds at Angle Lake Park for a Lifeguard Building, New Fishing Docks and New Boat Launch Docks

Agenda Bill #3569; Finalize the 2013 unclaimed property report to the State of Washington

PUBLIC COMMENTS (related to Action Items and Unfinished Business): (Individual comments shall be limited to one minute and group comments shall be limited to two minutes.)

ACTION ITEM:

8. Agenda Bill #3566; A Resolution authorizing the execution of the Growing Transit Communities Compact on behalf of the City of SeaTac (15 minutes)

By: CED Director Joe Scorcio / Puget Sound Regional Council Principal Planner Michael Hubner

9. Agenda Bill #3567; A Motion approving an Interlocal Joint Use Agreement between Highline School District 401 and the cities of Burien, Des Moines, Normandy Park, and SeaTac (10 minutes)

By: Parks and Recreations Director Kit Ledbetter

ACTION ITEM:

UNFINISHED BUSINESS:

NEW BUSINESS:

CITY MANAGER'S COMMENTS:

COMMITTEE UPDATES:

COUNCIL COMMENTS:

EXECUTIVE SESSION:


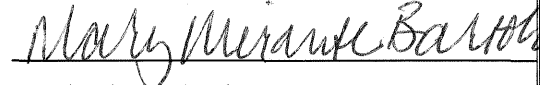

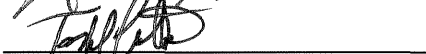
ADJOURN:

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Parks & Recreation

Agenda Bill #: 3571

TITLE: A Motion authorizing the City Manager to execute an agreement between the City and Devco Inc. for grading in Grandview Park.

<i>December 31, 2013</i>	
__ Ordinance __ Resolution <u>X</u> Motion __ Info. Only __ Other	
Date Council Action Requested:	<u>RCM 1/28/14</u>
Ord/Res Exhibits:	
Review Dates:	<u>CSS 1/14/14</u>
Prepared By:	<u>Kit Ledbetter, Parks & Recreation Director</u>
Director:	<u></u> City Attorney: <u></u>
Finance:	<u></u> BARS #: <u>To be determined</u>
City Manager:	<u></u> Applicable Fund Name: <u>General Fund</u>

150
W

SUMMARY: This Motion authorizes the City Manager to execute an agreement between the City and Devco Inc. for grading in Grandview Park. The City would receive compensation of \$15,000 in order to allow Devco to grade a portion of Grandview Park as part of a development project adjacent to the Park.

DISCUSSION / ANALYSIS / ISSUES: The City was contacted by Paul E. Green, P.E. from Azure Green Consultants about a development project that is being designed adjacent to Grandview Park in the City of Kent. The Developer proposes to construct housing units in the City of Kent. The project is located to the south of Grandview Park (see Attachment #1).

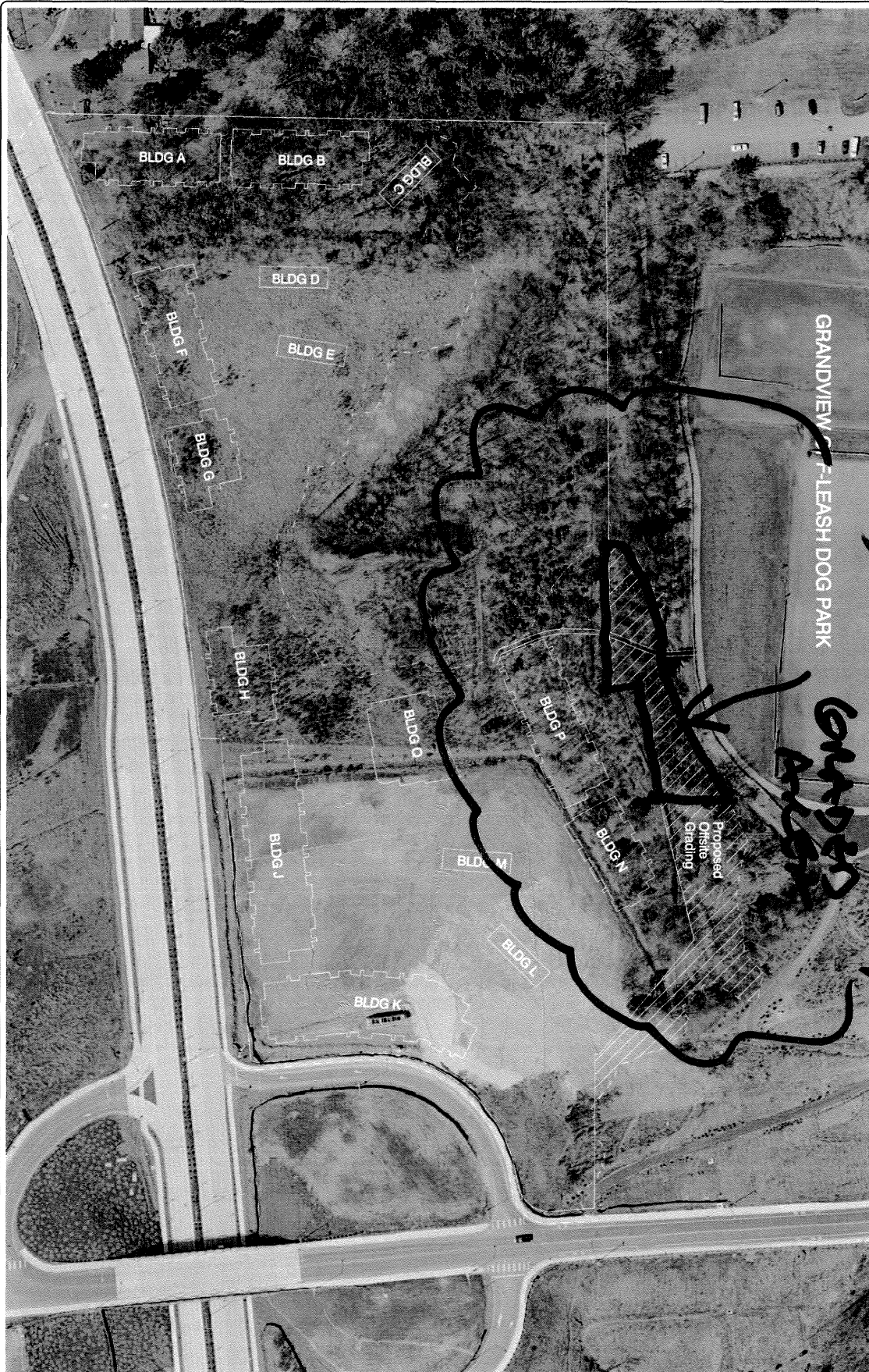
During the Developer's design of the project, they inquired if the City could allow them to grade 16,799 sf (0.39 acres) of Grandview Park in order to provide a more gentle slope the behind their project. As part of the grading, the Developer would remove a mounded area on the south east portion of the park. Since this portion of Grandview Park is not actively utilized, staff believed that this made sense if the City could receive monetary compensation for allowing the grading.

After several meetings and discussion on the best way to compensate the City, the developer hired an appraiser of the City's choosing to determine an appropriate valuation. Mike Lamb of Lamb Hanson Lamb completed the appraisal and his recommendation is \$15,000. The grading work will not affect the use of the Park and will take out a hill on the south edge of the park to provide a gentler grade. The City will not give up ownership of the land that is graded. However, the developer will be responsible for replanting the grading area to City standards.

RECOMMENDATION(S): It is recommended that the Motion be carried.

FISCAL IMPACT: The City will receive \$15,000, which will be paid into the General Fund in a BARS account to be determined.

ATTACHMENTS: 1) Site Plan; 2) Proposed Agreement.



Section 15, Township 22 N, Range 4 E, Willamette Meridian, King County, Washington

Kent Highlands

Grading Area

Offsite Grading Area

Kent Highlands

DRAWING
SHEET
OF
S2
2

DevCo, Inc.
11100 Main Street, Suite 301
Bellevue, WA 98004
Phone (425) 452-4041 Fax (425) 453-9698

ATTACHMENT 1

CONSULTANTS
*feasibility *planting *engineering *surveying
409 East Pioneer, Suite A - Puyallup, WA 98372 phone 253.770.3144 fax 253.770.3142

APPROVED BY: Paul Grinn

DATE	



MEMORANDUM OF UNDERSTANDING REGARDING GRANDVIEW PARK GRADING EASEMENT

THIS MEMORANDUM OF UNDERSTANDING is made and entered into between the City of SeaTac ("City") and DevCo, Inc. ("Developer") on the following terms and conditions:

WHEREAS, Developer is under contract to purchase real property in the City of Kent adjacent to Grandview Park Assessor's Property Tax Parcel Number 1522049172 (referred to as the "Property");

WHEREAS, the Developer has applied for permits to construct multi-family housing on the Property; and

WHEREAS, the Developer has requested a grading easement from the City of SeaTac to grade a portion of Grandview Park that is adjacent to the Property in order to improve the appearance of the Park and eliminate the need for large retaining walls between the Property and Grandview Park in exchange for valuable consideration; and

WHEREAS, the City and the Developer believe that it is appropriate to enter into this Memorandum of Understanding (MOU) in order to formalize the understanding between the parties;

NOW, THEREFORE, it is agreed by the City and the Developer as follows:

Purpose.

The purpose of this MOU is to formalize an understanding between the City and the Developer for the granting of a grading easement in the portion of Grandview Park shown in Exhibit A. Once this MOU is approved by the Developer and the SeaTac City Council, the parties will draft formal documents to carry out the intent of this MOU, including drafting of easements and other related documents. For purposes of this MOU, the grading work performed by the Developer in the area outlined in Exhibit A will be referred to as the "Grading Work."

Developer Agreement.

The Developer agrees to the following:

- Will ensure that the Grading Work is performed in accordance with any applicable permits issued by the City of Kent and/or the City of SeaTac.
- Pay the City \$15,000, which will be used by the City to construct general park improvements at Grandview Park in exchange for the grading easement;

- Will ensure that any contractors performing any Grading Work obtain a City Business License.
- Will ensure that before any Grading Work has commenced: 1) the City has received a hold harmless and indemnification agreement that is acceptable to the City Attorney and the City's Risk Manager; 2) the City has been named as a primary, non-contributory additional insured on a General Liability insurance policy in an amount not to exceed \$3,000,000, which shall be reviewed and approved by the City Attorney and the City's Risk Manager.

City Agreement.

The City agrees to the following:

- Grant a grading easement to the Developer in the portion of Grandview Park as outlined in Exhibit A. If necessary, the City may grant any temporary construction easements to allow for access to the area outlined in the grading easement.

Finalization of Details.

The City and the Developer will work cooperatively to finalize the details of the above understanding, which may include, but is not limited to the following:

- Creation of formal easements and legal descriptions for the Grading Easement and any applicable Temporary Construction Easements.

Other Provisions.

The Developer may assign its rights under the terms of this Agreement.

It is understood that neither party is obligated to perform under the terms of this MOU. However, it is the intent that the parties will work cooperatively and in good faith to carry out the terms of this MOU.

DEVCO, INC.

CITY OF SEATAC

By: _____

By: Todd Cutts, City Manager

Date: _____

Date: _____

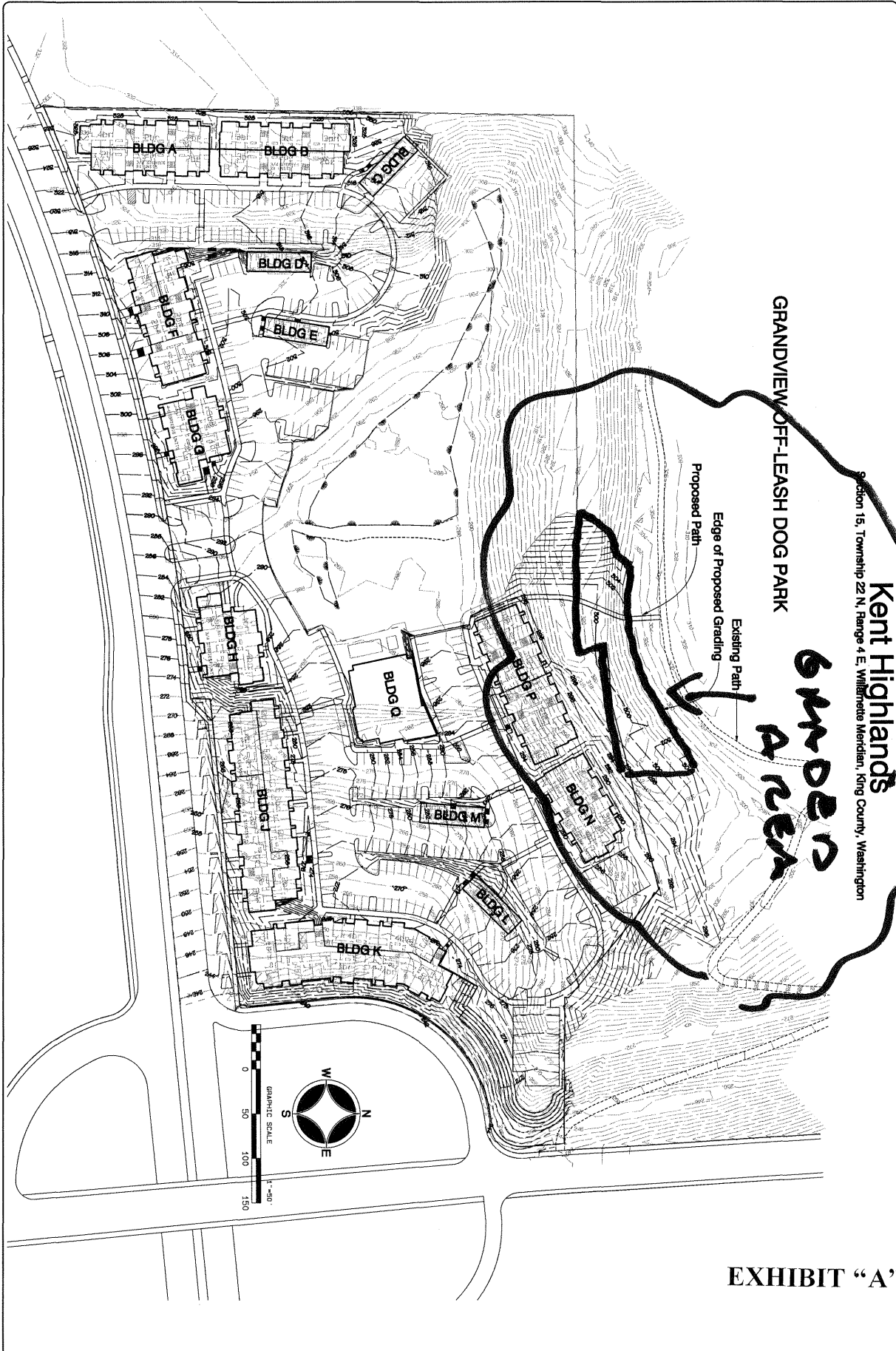


EXHIBIT "A"

DRAWING S1 SHEET OF 1	Exhibit for SeaTac Easement Kent Highlands DevCo, Inc. 11100 Main Street, Suite 301 Bellevue, WA 98004 Phone (425) 462-4041 Fax (425) 463-9668	 AZURE GREEN CONSULTANTS *feasibility *planning *engineering *surveying 629 East Pioneer, Suite A - Puyallup, WA 98372 phone 253.770.3144 fax 253.770.3142	JOB NO: 2073 DATE: October 4, 2013 DESIGNED BY: Paul Green DRAWN BY: Paul Green CHECKED BY: Paul Green APPROVED BY: Paul Green	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISION</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	REVISION	DATE																			
REVISION	DATE																								

SeaTac City Council
REQUEST FOR COUNCIL ACTION
Department Prepared by: Legal and Public Works

Agenda Bill #: **3576**

TITLE: A Resolution authorizing approval of a settlement of the remaining NPDES appeal issues.

January 6, 2014	
<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested:	RCM 01/28/2014
Ord/Res Exhibits:	
Review Dates:	CSS 01/14/2014
Prepared By:	Mark Johnsen, Senior Assistant City Attorney & Don Robinett, Stormwater Compliance Manager
Director:	<i>[Signature]</i> City Attorney: <i>Mary Miriam Bartolo</i>
Finance:	<i>[Signature]</i> BARS #: N/A
City Manager:	<i>[Signature]</i> Applicable Fund Name: N/A

KSP
WV

SUMMARY: This Resolution gives the City Manager or designee the authority to approve a settlement with the Department of Ecology pertaining to the National Pollutant Discharge Elimination System (NPDES) Appeal.

DISCUSSION / ANALYSIS / ISSUES: In August, 2012, the City Council authorized the City to join other jurisdictions to form a coalition to appeal the Department of Ecology's (DOE) issuance of the NPDES Phase II Municipal Stormwater Permit. There are 23 cities and one county that formed the coalition to prosecute the appeal of the permit.

In October, 2013, the Pollution Controls Hearings Board (PCHB) held hearings on most, but not all of the issues being appealed by the coalition. These issues included technical challenges to the Permit and guidance documents, failure by DOE to conduct economic analysis on the permit conditions, and imposition of Low Impact Development (LID) standards without proof of best practices, effectiveness, and reasonableness. It is anticipated that the PCHB will issue a ruling by the end of January, 2014 on these issues.

All remaining issues are scheduled to be heard by the PCHB in April, 2014. These remaining issues include certain definitions contained in the permit, and the elimination of the one-acre threshold stormwater detention exception. In anticipation of the April hearing, the coalition explored the possibility of settlement of the remaining issues. In addition to DOE, King County and Washington State Department of Transportation (WSDOT) participated in settlement discussions as they had similar concerns with their respective NPDES permits. In mid-December, the parties were able to reach a settlement with DOE, subject to ratification. The proposed settlement addresses most of the concerns related to definitions in the permit. However, in exchange for resolving the definitions issue, the coalition would need to dismiss the challenge to eliminate the one-acre threshold. Staff believes that the proposed settlement is reasonable as these definition changes will help better define the City's obligations under the permit, and thus help to limit liability for potential non-compliance.

Prior to Staff notifying the coalition of the City's position regarding the settlement, the City Council is required to pass a Resolution authorizing approval or rejection of such settlement. Pursuant to the terms of the Interlocal Agreement and Joint Prosecution Agreement between the coalition members, if the City Council does not take action on the Resolution by January 31, 2014, such non-action will be deemed approval of the settlement.

RECOMMENDATION(S): It is recommended that the Resolution be passed.

FISCAL IMPACT: There is no direct fiscal impact if the settlement is approved. Should the settlement be rejected by a majority of the coalition, a determination will need to be made as to whether or not the remaining issues on appeal should be pursued, which will likely require additional funding.

ALTERNATIVE(S): 1) Do not approve the settlement. However, pursuant to the ILA with the other participating jurisdictions, the City is bound by the majority vote of the coalition. 2) Take no action. However, pursuant to the terms of the ILA, taking no action means that the City approves the proposed settlement.

ATTACHMENTS: None.

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington authorizing approval of a settlement of the remaining NPDES appeal issues.

WHEREAS, the City is a member of a coalition of governmental entities (Coalition) that has appealed the Department of Ecology's issuance of the National Pollutant Discharge Elimination System (NPDES) Phase II 2013-2018 Municipal Stormwater Permit; and

WHEREAS, in accordance with the terms of the Coalition's Interlocal Agreement and Joint Prosecution Agreement, any negotiated settlement with regard to the appeal must be approved by the City Council by Resolution; and

WHEREAS, if the City Council fails to take action with regard to the negotiated settlement, prior to January 31, 2014, the City will be deemed to have approved the settlement; and

WHEREAS, the Coalition's Steering Committee has recommended settlement on the two outstanding issues of the appeal relating to permit definitions and elimination of the one acre threshold; and

WHEREAS, City staff supports the recommendation to settle the two outstanding issues, as it will better define the point of compliance for discharges from the City owned stormwater system, thereby reducing the City's potential liability; and

WHEREAS, the City Council deems it appropriate to approve the negotiated settlement as recommended by the Coalition's Steering Committee;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

1. The City Council authorizes the City Manager or designee to approve the settlement of the outstanding issue pertaining to the appeal of the NPDES Phase II 2013-2018 Municipal Stormwater Permit, as recommended by the Coalition's Steering Committee.

PASSED this _____ day of _____, 2014 and signed in authentication thereof on this _____ day of _____, 2014.


CITY OF SEATAC

Tony Anderson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney


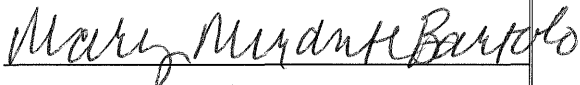


[NPDES Appeal Settlement]

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: **3573**

TITLE: A Motion authorizing the City Manager to execute an agreement extension for the Des Moines Creek Basin Operations and Maintenance Coordinator.

December 26, 2013	
__ Ordinance __ Resolution <u>X</u> Motion __ Info. Only __ Other	
Date Council Action Requested:	<u>RCM 01/28/14</u>
Ord/Res Exhibits:	
Review Dates:	<u>CSS 01/14/14</u>
Prepared By:	<u>Tom Gut, Public Works Director</u>
Director:	<u></u>
City Attorney:	<u></u>
Finance:	<u></u>
BARS #:	<u>111.000.11.554.90.41.122</u>
City Manager:	<u></u>
Applicable Fund Name:	<u>Des Moines Creek Basin ILA (111)</u>

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SUMMARY: This Motion authorizes the City Manager to execute an extension of Consultant to continue as the Operations and Maintenance Coordinator in support of the Des Moines Creek Basin Committee. The current agreement is for three years and will expire in February 2014 without this extension.

DISCUSSION / ANALYSIS / ISSUES: On February 26, 2008, the Council approved a Consultant Agreement on behalf of the Des Moines Creek Basin Committee (DCBC) to fulfill the duties of Operations and Maintenance (O&M) Coordinator as identified in the Des Moines Creek Restoration Projects Interlocal Agreement. On October 12, 2010, the Council authorized a three-year extension.

Since the extension is due to expire in February, 2014, the DCBC requests authorization for an 18-month extension with the option for up to an additional 12 months. The extension only changes the agreement termination date to August 31, 2015, with an option of up to an additional 12 months. All other contract terms remain the same.

RECOMMENDATION(S): It is recommended that the Motion be carried.

FISCAL IMPACT: The extension does not change the terms of compensation and reimbursement of expenses. Payment is not to exceed \$50,000 per year. The cost of the extension is budgeted and fully funded per the Des Moines Creek Basin ILA. Des Moines Creek Basin contributions by the Port, SeaTac and Des Moines are 41%, 41% and 18%, respectively.

ALTERNATIVE(S): 1) Do not approve the extension and fulfill the duties with agency staff from Committee members. However, this would impact the workload of the agency staff. The Committee would still incur costs even if work was performed by agency staff.

ATTACHMENTS: 1) Proposed contract extension agreement; 2) Copy of existing agreement; 3) Copy of current extension.

CITY OF SEATAC – PUBLIC WORKS CONSULTANT AGREEMENT WITH
DONALD MONAGHAN

EXTENSION OF SERVICE AGREEMENT

Pursuant to Section 3 of the Consultant Agreement between the City of SeaTac (City) and the Donald G. Monaghan (Consultant), dated August, 2004, both parties agree to extend the Consultant Agreement through August 31, 2015 with the option of an additional extension of up to an additional 12 months. All other terms of the Consultant Agreement shall remain unchanged.

CITY OF SEATAC

CONSULTANT

By: _____
Todd Cutts
City Manager

By: _____
Donald G. Monaghan, P.E.

Date

Date

Approved as to Form:

By: _____
Legal Department

ATTACHMENT #1

Public Works Consultant Contract

1. EMPLOYMENT. The City hereby agrees to retain and employ the Consultant, as an independent contractor, and the Consultant hereby agrees to serve the City pursuant to this Contract.
2. SCOPE OF SERVICES. The Consultant shall be responsible for completion of the scope of services detailed in Attachment A to this Contract.
3. TIME FOR BEGINNING AND COMPLETION. The consultant shall not begin work under this contract until authorized to do so in writing by the City. This contract shall terminate Three (3) years from the date of authorization. The parties may agree to negotiate an extension to the contract. A prior supplemental agreement executed by the City is required to extend the contract term.
4. PROFESSIONAL STANDARDS. The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in Consultant's community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Contract.
5. COMPENSATION & REIMBURSEMENT OF EXPENSES. The City shall pay to the Consultant compensation and expenses as provided by Attachment B to this contract.
6. RECORDS INSPECTION AND AUDIT. All compensation payments shall be subject to adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of account pertaining to any work performed under this contract shall be subject to inspection and audit by the City for a period of up to three (3) years from final payment of work performed under this contract.
7. OWNERSHIP OF DOCUMENTS. All plans, specifications, designs, reports, records and other documents produced during or as a result of services rendered pursuant to this contract shall be the property of the City on behalf of the Des Moines Creek Basin Committee and shall not be property of the Consultant. Any reuse of such documents on or for any project other than that covered under this contract shall be without liability or legal exposure to the Consultant.
8. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant shall strictly abide by all local, state and federal equal employment opportunity laws and policies relating to the establishment of non-discriminatory requirement in hiring and employment practices, and assuring the service of all clients, customers or involved members of the public without discrimination.

9. INDEMNIFICATION. Consultant shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the Consultant, its officers, agents and employees, or any of them relating to or arising out of the performance of this contract; and if final judgment be rendered against the City and its officers, agents and employees or any of them, or jointly against the City and the Consultant and their respective officers, agents and employees, or any of them, the Consultant shall satisfy the same to the extent that such judgment was due to the Consultant's negligent acts or omissions.

The City shall indemnify and hold harmless the Consultant and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents or employees, or any of them relating to or arising out of the performance of this contract; and if final judgment be rendered against the City and its officers, agents and employees, or any of them, or jointly against the Consultant and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same to the extent that such judgment was due to the City's negligent acts or omissions.

10. PROFESSIONAL LIABILITY INSURANCE. Consultant shall secure and maintain a policy of comprehensive professional liability insurance with an insurance company licensed to do business in the State of Washington, with policy limits of not less than \$1 million dollars. Written proof of the insurance policy shall be filed with the City.
11. RESTRICTION AGAINST ASSIGNMENT. Consultant shall not assign this contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City, nor shall the Consultant subcontract any part of the consulting services to be performed hereunder, without first obtaining the consent of the City.
12. CONTINUATION OF PERFORMANCE. In the event that any dispute or conflict arises between the parties while this contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.
13. TERMINATION OF CONTRACT. Performance of the consulting services under this contract may be terminated for any cause deemed sufficient by either the City or the Consultant, in whole or in part, at any time, by either party giving the other written notice of such termination, specifying the extent and effective date thereof, by not sooner than thirty (30) days from date of.

such notice, providing that the Consultant shall complete and be compensated for any projects or duties previously assigned and accepted, and shall be compensated for all expenses incurred or committed to, that cannot be canceled

14. CONTRACT ADMINISTRATION. This contract shall be administered by Donald G. Monaghan, P.E. on behalf of the Consultant and by the Director of the Department of Public Works on behalf of the City. Any written notices required by terms of this contract shall be served or mailed as follows:

If to the City:

Director of Public Works
City of SeaTac
S. 188th Street
SeaTac, WA 98188

If to the Consultant:

Donald G. Monaghan, P.E.
6532 117th Place S.E.
Bellevue, WA 98006

15. CONSTRUCTION AND VENUE. This contract shall be construed in accordance with laws of this State of Washington. In the event of any litigation regarding the construction or effect of this contract, or the rights of the parties pursuant to this contract, it is agreed that venue shall be King County, Washington.
16. MERGER AND AMENDMENT. This contract contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This contract shall not be modified except by written instrument executed by all parties hereto.

Attachment A

Des Moines Creek Basin Operations and Maintenance Coordinator Scope of Work

The Operations and Maintenance Coordinator shall complete all duties as identified that position in the Des Moines Creek Restoration Projects Interlocal Agreement and attachments thereof.

The Operations and Maintenance Coordinator shall serve as a single point of contact for operations and maintenance related activities, acting under the direction and management of the Committee.

The Operations and Maintenance Coordinator shall prepare recommendations to the Committee on the number of maintenance contracts, the Scope of Work and Budget for each maintenance contract, and the management and oversight conditions of specific contracts.

The Operations and Maintenance Coordinator shall obtain Committee approval of a Scope and Budget prior to any contracts for maintenance and operations being entered into.

The Operations and Maintenance Coordinator shall provide certification to the Treasurer indicating the Operations and Maintenance Coordinator's approval to proceed with making payments for specific Operation and Maintenance contracts or work performed by any of the agencies.

The Operations and Maintenance Coordinator shall provide the Committee with a monthly update of the status of all contracts, current schedule for completion, costs to date, budget status and identification of any coordination difficulties, a summary of contractor performance, forecast cost to complete the work, lessons learned, and other such information as requested by the Committee.

The Operations and Maintenance Coordinator shall develop an annual budget and scope of work addressing operations and maintenance activities for the following year, which shall be submitted to the Committee for approval prior to July 1st each year. The budget shall include the estimated Operations and Maintenance budget, estimated annual contributions for each Party, forecasted expenditures for current year and any remaining balance from previous years. This budget shall be forwarded to each of the Parties for review and for appropriation action, if required by the legislative or administrative processes and procedures of that Party.

Attachment B

DES MOINES CREEK BASIN CAPITAL IMPROVEMENT PROJECTS OPERATIONS AND MAINTENANCE COORDINATOR BUDGET

Contract Duration: Three (3) Years

February 2008 through February 2011

Summary (Yearly Estimate)

Committee Meetings	= 10 x 5	= 50 hrs
Prepare Annual Budget		= 40 hrs
Process Invoices/Track Expenses		= 60 hrs
Contracts Preparation and Negotiation		
Execution		= 200 hrs
Additional Responsibilities		= <u>50 hrs</u>
Total Hours		400 hrs

Payment

Payment to be made at the rate of \$125.00 per hour with a not to exceed amount of \$50,000.00 per year.

CITY OF SEATAC – PUBLIC WORKS CONSULTANT AGREEMENT WITH
DONALD G. MONAGHAN

EXTENSION OF SERVICE AGREEMENT

Pursuant to Section 3 of the Consultant Agreement between the City of SeaTac (City) and Donald G. Monaghan (Consultant), dated February 2008, both parties agree to extend the Consultant Agreement through February 28, 2014. All other terms of the Consultant Agreement shall remain unchanged.

CITY OF SEATAC

CONSULTANT

By: Todd Cutts
Todd Cutts
Interim City Manager

By: Donald G. Monaghan
Donald G. Monaghan, P.E.

11/17/10
Date

10/15/10
Date

Approved as to Form:

By: Mary Mirante Bartolo
Mary Mirante Bartolo
City Attorney

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: CED

Agenda Bill #: 3570

TITLE: An Ordinance amending Section 16A.09.030, 16.23.060 and Appendices I, II and III of Title 16A of the SeaTac Municipal Code, related to the Development Review Code.

January 2, 2014	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM - 1/28/14</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>Planning Commission - 10/1/13; 10/15/13; 11/5/13; Public Hearing 12/3/13; CSS - 1/14/14;</u>	
Prepared By: <u>Steve Pilcher, Planning Manager; Joseph Scorcio, CED Director</u>	
Director: <u>[Signature]</u>	City Attorney: <u>Mary Mirante Barolo</u>
Finance: <u>[Signature]</u>	BARS #: <u>N/A</u>
City Manager: <u>[Signature]</u>	Applicable Fund Name: <u>N/A</u>

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SUMMARY: The proposed Ordinance will increase the threshold for when environmental review (i.e., a SEPA checklist) is required for private development applications and also reduce the size of the various notification districts used when mailing notices of permit applications to surrounding property owners.

DISCUSSION / ANALYSIS / ISSUES: As part of an on-going effort to provide for greater efficiencies in operation for both the City and its customers, the Planning Commission has been examining various code amendments. The State Environmental Policy Act and corresponding SEPA Rules (WAC 197-11) have been amended to allow local jurisdictions to adopt higher thresholds for when environmental review is required. This allows smaller, less significant project permits to proceed without the need for filing and processing of an environmental checklist, thereby saving time for both applicants and City staff. The proposed increases in the threshold standards, although below the maximum allowed by the SEPA Rules, are also consistent with those of surrounding jurisdictions.

The proposed ordinance also addresses public notification of both project permit applications and decisions on those permits: actions that are required by State law. It is up to local jurisdictions to determine how broad of public notice to provide. The ordinance proposes to reduce the size of the notification district (used for 1st class mailed notices) from the current 1000 ft. or 500 ft. radii to 500 ft. or 300 ft., respectively. These standards are consistent with those of surrounding jurisdictions. In addition, the Code currently includes exact specifications for the size and text to be used on the notice boards that are erected on development sites. The proposed ordinance would eliminate these provisions from the code and allow the City Manager or designee to designate the specific standards. (However, notice boards will still be required) This will allow greater flexibility in the application of standards to different size project sites, plus make it easier to adapt to changing technologies of sign production.

RECOMMENDATION(S): It recommended that the proposed Ordinance be adopted. On December 3, 2013, the Planning Commission held a public hearing on the proposal and subsequently voted to recommend that the City Council adopt the proposed changes.

FISCAL IMPACT: None.

ALTERNATIVE(S): 1) Do not adopt the proposed Ordinance; 2) Remand to the Planning Commission for further analysis and consideration; 3) Amend the proposed Ordinance before adopting.

ATTACHMENTS: None.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Sections 16A.09.030, 16A.23.060 and Appendices I, II and III of Title 16A of the SeaTac Municipal Code, relating to the Development Review Code.

WHEREAS, the Washington State Environmental Policy Act (SEPA) was adopted in 1971, which provides a way to identify and mitigate possible environmental impacts that may result from approval of private development proposals; and

WHEREAS, since that time, many other laws have been passed that provide for protection of the environment; and

WHEREAS, the State SEPA guidelines (WAC 197-11) provide that local governments may adopt flexible thresholds for categorical exemptions, allowing small-scale developments to be approved without the filing and processing of an environmental checklist; and

WHEREAS, the City of SeaTac employs numerous regulations for protecting the environment, including clearing and grading regulations (SMC 13.190), Environmentally Sensitive Area regulations (SMC 15.30), shorelines management regulations (SMC Title 18), and traffic impact fees (SMC 11.15) ; and

WHEREAS, on November 5, 2013, a notice of intent to adopt higher thresholds for categorical exemptions was sent to the Washington State Department of Ecology and other agencies with expertise for comment, pursuant to WAC 197-11-800 (1), with one comment received from the Washington State Department of Transportation that was addressed in the final recommendation; and

WHEREAS, Chapter 16A.09.030 of the SeaTac Municipal Code establishes standards for providing public notice of project permit proposals; and

WHEREAS, on November 6, 2013, City staff transmitted a copy of the proposed code amendments for both SEPA categorical exemptions and public notice procedures to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A.106, and no comments have been received from any state agency; and

WHEREAS, the Planning Commission has reviewed the aforesaid changes to development regulations at duly noticed open public meetings on October 1, October 15 and November 5, 2013 and subsequently held a duly noticed public hearing for the purpose of soliciting public comment in regard to these amendments on December 3, 2013 and has recommended the proposed amendments be adopted by the Council; and

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

Section 1. Section 16A.23.060 of the SeaTac Municipal Code is hereby amended to read as follows:

16A.23.060 Determination of Categorical Exemption

A. Any City department which receives an application for a proposal, or initiates a proposal which is potentially subject to the requirements of SEPA, shall make the following determinations:

1. Whether the proposal is an “action” as defined by WAC 197-11-704; and
2. If the proposal is an “action,” whether it is categorically exempt from the
3. If the proposal is a nonexempt action, whether appropriate environmental review of the project has been conducted or commenced.

B. The responsible official or the responsible official’s designee shall assist any department in making the determinations required by this section, upon request by the department.

C. The City of SeaTac recognizes that the list of categorical exemptions included in the SEPA rules cannot be relied upon as the final determination of whether a proposed project, regardless of its environmental impact, must comply with SEPA and this chapter. Where the responsible official determines that a proposal has a reasonable likelihood of causing more than a moderate

adverse impact on environmental quality, whether that impact is direct, indirect or cumulative, environmental review under SEPA shall be conducted.

D. It is recognized that a particular development or land use, though otherwise consistent with City regulations and policies, may create adverse impacts upon facilities, services, natural systems or the surrounding area when aggregated with the impacts of prior or reasonably anticipated future developments. The City shall evaluate such cumulative environmental impacts and make its environmental determinations and substantive decisions accordingly.

E. Proposed actions shall be categorically exempt from threshold determinations and EIS requirements if they do not exceed the levels of activity identified in WAC 197-11-800(1(b)), except as provided as follows, to respond to the local conditions and needs:

- 1. The construction or location of 9 detached single family residential units.
- 2. The construction or location of 20 multifamily residential units.
- 3. The construction of an office, school, commercial, recreational, service or storage building with 12,000 square feet of gross floor area, and with associated parking facilities designed for 50 automobiles. This exemption includes stand-alone parking lots.

~~The construction of a parking lot designed for forty (40) automobiles.~~

- ~~4~~ 2. Any landfill or excavation of seven ~~five~~ hundred fifty (~~750~~ ~~500~~) cubic yards throughout the total lifetime of the fill or excavation.

Section 2. Section 16A.090.030 of the SeaTac Municipal Code is hereby amended to read as follows:

16A.09.030 Distribution

The notice of development application shall be distributed as follows:

A. The NOA shall be posted on the subject property. The notice on the property shall be posted on a “notice board” at a conspicuous place. It must be visible from the public right-of-way and to persons passing by the property. Such “notice board” may be located adjacent to the property upon approval of the City Manager or his designee.

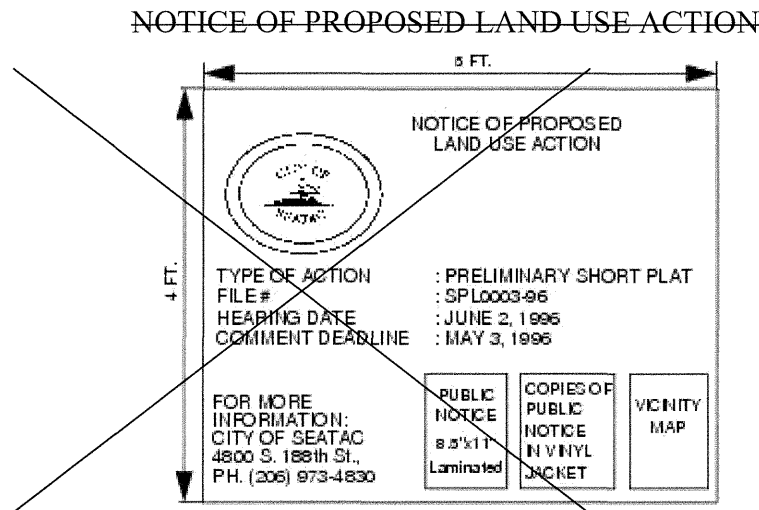
- 1. The City Manager or his designee may require additional notice boards when a site does not abut a public right-of-way or as determined to be necessary.
- 2. The posting shall be on-site for at least thirty (30) days.

3. The “notice board” shall be of a size and design as specified by the City Manager or designee. ~~have the minimum following dimensions: The notice board shall be four (4) feet by five (5) feet and shall have a sky blue background with white lettering.~~

4. ~~Lettering size shall be the following:~~

a. ~~Helvetica or similar standard type face;~~

b. ~~Three (3) inch capital letters for the following title:~~



e. ~~Two (2) inch capital letters for all other letters except for the eight and one-half (8.5) by eleven (11) inch laminated City notice sheet provided by the City.~~

5-4. The property owner or his/her representative shall be responsible for the installation of the “notice board.” An affidavit shall be submitted to the City by the property owner or his/her representative stating when the “notice board” has been installed and the location of the “notice board.”

5 6. Failure to post a site in accordance with these provisions for the required time frame may require extending the comment period and/or the re-initiation of the notice process.

B. The NOA shall be posted in three (3) public places where ordinances are posted.

C. The NOA shall be published once in a newspaper of general circulation.

D. The NOA shall be mailed via first class mail to adjacent property owners within three hundred (300), five hundred (500) or one thousand (1,000) feet of the exterior property line, based on the standards set forth below and in Appendix B.

1. For the following actions, adjacent property owners within ~~five~~ three hundred (500/300) feet shall be notified:

a. All actions normally exempt from SEPA review, but which require SEPA review due to ~~“sensitive areas” on-site (i.e., construction of a single family house);~~ occurring on lands partially or wholly covered by water;

~~b. All actions within “shoreline” jurisdiction that normally are exempt from SEPA review, but require SEPA review due to being subject to shoreline regulations (i.e., construction of a single family house);~~

eb. Variances, sign variances, minor or administrative conditional use permits, and special home occupations.

2. For the following actions, adjacent property owners within ~~one five hundred thousand~~ (1,000/500) feet shall be notified:

a. Conditional use permits, planned unit developments, owner-initiated rezones, site plan review of SEPA applications, preliminary short plats, preliminary subdivisions and shoreline substantial development permits, ~~and essential public facilities. Provided that, for a conditional use permit for an essential public facility, adjacent property owners within one thousand (1,000) feet shall be notified.~~

3. If more than one hundred eighty (180) days have passed since the submittal, the City may require updated property owner mailing information from the applicant.

4. The City may exercise discretion to expand the mailing to include areas adjacent to access easements and to areas on the opposite sides of rights-of-way, streams, and other physical features.

5. The notice shall be deemed mailed when deposited in the U.S. mail, postage prepaid and properly addressed.

E. The notice shall additionally be distributed by the City to:

1. The applicant and/or agent;

2. Such internal review offices as needed;

3. Adjacent municipal corporations or organizations which may be affected by the proposal;

4. Other persons, organizations or entities the City may determine or who request in writing such notice. (Ord. 03-1020 § 2)

Section 3. Appendix I of Title 16A of the SeaTac Municipal Code is hereby amended to read as follows:

APPENDICES

Appendix I – City of SeaTac Permits by Department and Type

Permits/Actions	Type I	Type II	Type III
Building Division of Public Works			
Electrical	X		
Mechanical	X		
Plumbing	X		
Building	X		
<u>Development Review</u> Engineering Division of Public Works			
Grading and Drainage	X		
Right-of-Way Use	X		
Fire Department			
Fire Alarm Permits	X		
Fire Suppression System	X		
Fuel Storage Tank	X		
Other Fire Code Permits	X		
<u>Planning Department</u>Division			
Home Occupation	X		
Lot Line Adjustment	X		
Separate Lot	X		
Sign	X		
Site Plan Review, Type I	X		
Temporary Use	X		
Administrative Variance		X	
Conditional Use Permit (CUP) Minor, <u>Administrative</u>		X	

Shoreline Exemption	X	X	
Short Plat		X	
Site Plan Review, Type II		X	
Conditional Use Permit (CUP) Major			X
CUP – Essential Public Facility (EPF)			X
Planned Unit Development (PUD)			X
Rezone: Owner-Initiated			X
Shoreline Substantial Development			X
Special Home Occupation			X
Subdivision			X
Variance			X
Variance (Sign)			X

(Ord. 03-1020 § 2)

Section 4. Appendix II of Title 16A of the SeaTac Municipal Code is hereby amended to read as follows:

Appendix II – City of SeaTac Permit Review and Public Notice Procedures

Permit Type	Permits/Actions	Determination of Completeness	Notice of Application	Notice of Public Hearing	Decision Made by	Notice of Decision	Appeal Heard by
		RCW 36.70B.070	RCW 36.70B.110	SMC 16.03.090		RCW 36.70B.130	
Type I	Electrical	YesNo	No	N/A	City staff	No	Hearing Examiner
	Fire Code Permits	YesNo	No	N/A	City staff	No	Hearing Examiner
	Fuel Storage Tank	YesNo	No	N/A	City staff	No	Hearing Examiner
	Mechanical	YesNo	No	N/A	City staff	No	Hearing

							Examiner
	Plumbing	YesNo	No	N/A	City staff	No	Hearing Examiner
	Building	YesNo	No	N/A	City staff	No	Hearing Examiner
	Grading and Drainage	YesNo	No	N/A	City staff	No	Hearing Examiner
	Right-of-Way Use	YesNo	No	N/A	City staff	No	Hearing Examiner
	Home Occupation	YesNo	No	N/A	City staff	No	Hearing Examiner
	Lot Line Adjustment	YesNo	No	N/A	City staff	No	Hearings Examiner
	Separate Lot Determination	YesNo	No	N/A	City staff	No	Hearings Examiner
	Shoreline Exemption	No	No	NA	City staff	No	Hearing Examiner
	Sign	YesNo	No	N/A	City staff	No	Hearings Examiner
	Site Plan Review – Planning review of Type I permits that do not require SEPA	YesNo	No	N/A	City staff	No	Hearings Examiner
	Temporary Use	YesNo	No	N/A	City staff	No	Hearings Examiner
Type II	Administrative Variance	Yes	within 500300 feet	N/A	City staff	Yes	Hearings Examiner
	Conditional Use Permit (CUP) Minor	Yes	within 500300 feet	N/A	City staff	Yes	Hearings Examiner
	Shoreline Exemption *	Yes	within 500 feet	N/A	City staff	Yes	Hearings Examiner
	Short Plat	Yes	within 1,000300 feet	N/A	City staff	Yes	Hearing Examiner
	Site Plan Review –	Yes	within 500	NA	City staff	Yes	Hearings

	Planning review of single-family Type I permits requiring SEPA		feet				Examiner
	Site Plan Review – Planning review of all other Type I permits requiring SEPA	Yes	within 1,000-300 feet	NA	City staff	Yes	Hearings Examiner
Type III	Binding Site Plan	Yes	Within 1,000-500 feet	within 500 feet	Hearings Examiner	Yes	Superior Court
	Conditional Use Permit (CUP) Major	Yes	within 1,000-500 feet	within 500 feet	Hearings Examiner	Yes	Superior Court
	CUP – Essential Public Facility (EPF)	Yes	within 1,000 feet	within 1,000 feet	H. E. or City Council	Yes	Superior Court
	Planned Unit Development (PUD)*	Yes	within 1,000-500 feet	within 500 feet	Hearings Examiner	Yes	City Council
	Rezone: Owner-Initiated	Yes	within 1,000-500 feet	within 500 feet	Hearings Examiner	Yes	City Council
	Shoreline Substantial Development	Yes	within 1,000-500 feet	within 500 feet	Hearings Examiner	Yes	Superior Court
	Special Home Occupation	Yes	within 500 feet	within 500 feet	Hearings Examiner	Yes	Superior Court
	Subdivision*	Yes	within 1,000-500 feet	within 500 feet	Hearings Examiner	Yes	City Council
	Variance	Yes	within 500 feet	within 500 feet	Hearings Examiner	Yes	Superior Court
	Variance (Sign)	Yes	within 500 feet	within 500 feet	Hearings Examiner	Yes	Superior Court

*For planned unit developments and subdivisions, the notices shown are for the preliminary plat. The final plat does not have separate DOC or NOA notices. The decision of whether to approve the final plat is

made by the City Council at a public meeting (not a formal public hearing) and is appealable to Superior Court.

Section 5. Appendix III of Title 16A of the SeaTac Municipal Code is hereby amended to read as follows:

Appendix III – Description of City of SeaTac Permits

Permit	Actions Subject to this Permit
Building Division of Public Works	
Electrical	All electrical installations/modifications unless exempt by the Electrical Code.
Mechanical	All mechanical installations/modifications unless exempt by the Mechanical Code.
Plumbing	All plumbing installations/modifications unless exempt by the Plumbing Code.
Building	All building construction/modifications unless exempt by the Building Code.
<u>Development Review</u> Engineering Division of Public Works	
Grading and Drainage	Projects subject to permits as described in Section 1.1.1 of the 1998 King County Surface Water Design Manual, or projects subject to permits under the Grading Code, including changes to impervious surface area and import/export of fill.
<u>Right-of-Way Use</u>	<u>Use of public right-of-ways for various purposes as described in Chapter 11.10 SMC.</u>
Fire Department	
Fire Alarm Permits	Any addition or modification to a fire alarm system, per the National Fire Protection Association Standard 72.
Fire Suppression System	Sprinkler systems, commercial range hood systems, stand pipe systems, and inert fire protection systems for commercial computer rooms, as required by the Fire Code.
Fuel Storage Tank	Removal Permit – Removal of any underground fuel storage tank. Installation Permit – Installation of new underground fuel storage tank.
Other Fire Code Permits	Any activity related to hazardous materials, places of assembly (fifty (50) or more persons), processes that create hazardous atmosphere or conditions and storage of flammable materials, per the Fire Code.
Planning Department	

<u>Division</u>	
Home Occupation	The establishment or expansion of a business in any residential dwelling. Home occupation requirements are detailed in Chapter 15.17 SMC.
Lot Line Adjustment	Any change to the boundaries of a property that does not create an additional lot. Standards for lots are found in Chapter 15.13 SMC. Subdivision standards and requirements are found in SMC Title 14.
Separate Lot Determination	The establishment of two or more legal lots based on documentation of historic status as separate lots.
Sign	Any advertisement visible from public or private streets per the Sign Code, Chapter 15.16 SMC. Note that all advertisements must meet the requirements of Chapter 15.16 SMC, but certain provisions allow for nonilluminated signs of nine square feet or less without a permit.
Temporary Use	The establishment of a temporary or seasonal use such as a Christmas tree stand or fruit stand, according to the requirements of Chapter 15.20 SMC.
Administrative Variance	Any variance from a code standard of less than 20% of a standard. Criteria are listed in SMC 15.22.020.*
Conditional Use Permit (CUP) Minor	The minor expansion of an existing use in a zone where such use is listed as a "conditional" use within the zone, according to the land use chart in Chapter 15.12 SMC. Criteria are listed in SMC 15.22.030.
<u>Conditional Use Permit (CUP) Administrative</u>	Certain uses within the Interim Angle Lake Station Area as listed in Chapter 15.41
Shoreline Exemption	Any construction or alteration of a structure, or any grading or alteration of shoreline conditions within 200 feet of Angle Lake, if such construction is associated with one single-family dwelling as permitted under State shoreline regulations WAC 173-27-040.
Short Plat	The division of a piece of property into four (4) or fewer lots. Standards for lots are found in Chapter 15.13 SMC. Short plats must meet certain requirements of the Subdivision Code, SMC Title 14.
Site Plan Review	
Type I (No Public Notification)	A. Planning review of building and grading permits, per SMC 15.05.040.
	B. Actions that need to comply with zoning standards, but do not fall under another City permit. SMC 15.05.040.
Type II (Public Notification)	Done with SEPA review of a project, where no other project permits are being filed at the same time as the SEPA review. See SMC 16A.11.030.

Conditional Use Permit (CUP) Major	The creation or significant expansion of a use in a zone where such use is listed as a "conditional" use within the zone, according to the land use chart in Chapter 15.12 SMC.
CUP-Essential Public Facility (CUP-EPF)	The creation or expansion of a use listed as being subject to the essential public facility siting process per the Chapter 15.12 SMC use charts. The CUP-EPF process is outlined in SMC 15.22.035.
Planned Unit Development (PUD)	Any residential development requesting variation from density and other standards to cluster development and preserve open space.
Rezone: Owner-Initiated	A request from a property owner to change the zoning on a piece of property. Note that the proposed zone must be compatible with the Comprehensive Plan Map. Decision criteria are found in SMC 15.22.050.
Shoreline Substantial Development	Any construction or alteration of a structure, or any grading or alteration of shoreline conditions within two hundred (200) feet of Angle Lake, if such construction exceeds the exemption threshold as outlined under State shoreline regulations WAC 173-27-040.
Special Home Occupation	The establishment or expansion of a business in any residential dwelling, where the business meets most, but not all, of the criteria for a regular home occupation. Home occupation requirements are detailed in Chapter 15.17 SMC.
Subdivision	The division of a piece of property into five (5) or more lots. Such lots must meet the requirements of SMC Title 14, Subdivisions.
Variance	Any variance from a code standard of more than twenty percent (20%) of a standard. Criteria are listed in SMC 15.22.020.*
Variance (Sign)	Any variance from a sign code standard (limit fifty percent (50%) of a standard). Criteria are listed in SMC 15.22.020.

Section 6. The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Commerce within ten (10) days after adoption, and to the King County Assessor.

Section 7. 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.

ADOPTED this ____ day of _____, 2014, and signed in authentication thereof on this ____ day of _____, 2014.

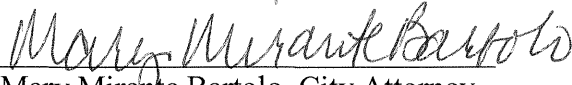
CITY OF SEATAC

Tony Anderson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



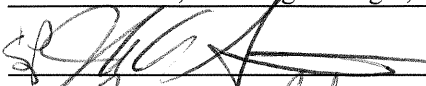
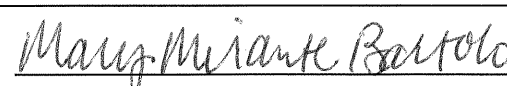

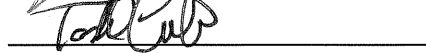
Mary Mirante Bartolo, City Attorney

SeaTac City Council REQUEST FOR COUNCIL ACTION

Department Prepared by: CED

Agenda Bill #: 3574

TITLE: An Ordinance repealing Section 15.37.050 and amending Section 15.16.080 of the SeaTac Municipal Code, relating to the Zoning Code and development regulations.

January 2, 2014	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested:	<u>RCM – 1/28/14</u>
Ord/Res Exhibits:	
Review Dates:	<u>Planning Commission – 10/1/13; 10/15/13; 11/5/13; Public Hearing 12/3/13; CSS 1/14/14</u>
Prepared By:	<u>Steve Pilcher, Planning Manager; Joseph Scorcio, CED Director</u>
Director:	<u></u> City Attorney: <u></u>
Finance:	<u></u> BARS #: <u>N/A</u>
City Manager:	<u></u> Applicable Fund Name: <u>N/A</u>

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SUMMARY: The proposed Ordinance makes minor changes to the Zoning Code. Specifically, the ordinance eliminates the requirement for biennial reporting on accessory dwelling unit (ADU) construction activity and extends the allowance for the use of “economic stimulus signs” an additional two years, until December 31, 2015.

DISCUSSION / ANALYSIS / ISSUES: As part of an on-going effort to provide for greater efficiencies in operation for both the City and its customers, the Planning Commission has been examining various potential code amendments. In 2004, Section 15.37.050 of the Zoning Code was amended to require the CED Director to prepare a report “stating the number and location of new ADU permits issued.” Research indicates that such a report has never been provided nor subsequently requested by the City Council. A quick check of permit records indicates the City experiences a very low rate of ADU activity. State law mandates local government to permit ADUs within residential areas. The Planning Commission concluded that it would not be effective to prepare a biennial report.

In 2011, the Council adopted Ordinance 11-1006, which authorized the use of “economic stimulus signs” for a period of two years (i.e., until December 31, 2013). The amendment was enacted in response to the national economic downturn as a means to assist owners to rent or lease their buildings. To staff’s knowledge, only the SeaTac Office Center has taken advantage of this provision, and they desire to continue the use of the existing sign. The Planning Commission recommended an additional two years of use be allowed, until December 31, 2015.

RECOMMENDATION(S): It recommended that the proposed Ordinance be adopted. On December 3, 2013, the Planning Commission held a public hearing on the proposal and subsequently voted to recommend that the City Council adopt the proposed changes.

FISCAL IMPACT: None.

ALTERNATIVE(S): 1) Do not adopt the proposed Ordinance; 2) Remand to the Planning Commission for further analysis and consideration; 3) Amend the proposed Ordinance before adopting.

ATTACHMENTS: None.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, repealing Section 15.37.050 and amending Section 15.16.080 of the SeaTac Municipal Code, relating to the Zoning Code and development regulations.

WHEREAS, the Washington State Growth Management Act (GMA), codified as RCW 36.70A, requires the City to adopt provisions for accessory dwelling units; and

WHEREAS, in 2004, the City adopted such provisions to allow accessory dwelling units; and

WHEREAS, in 2011, the City adopted provisions to allow additional signage to help property owners lease or rent their buildings during the national economic downturn; and

WHEREAS, on November 6, 2013, City staff transmitted a copy of the proposed code amendments to the Washington State Department of Commerce for review and comment, pursuant to RCW 36.70A.106, and no comments have been received from any state agency; and

WHEREAS, the Planning Commission has reviewed the aforesaid changes to development regulations at duly noticed open public meetings on October 1, October 15 and November 5, 2013 and subsequently held a duly noticed public hearing for the purpose of soliciting public comment in regard to these amendments on December 3, 2013 and has recommended the proposed amendments be adopted by the Council; and

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

Section 1. Section 15.37.050 of the SeaTac Municipal Code is hereby repealed:

~~15.37.050 Periodic Reporting on Accessory Dwelling Units~~

~~Every two (2) years the Director of Community and Economic Development shall prepare a report for the City Council stating the number and location of new ADU permits issued.~~

Section 2. Section 15.16.080 of the SeaTac Municipal Code is hereby amended to read as follows:

15.16.080 Secondary Signage

A. General.

1. In addition to the primary signage allowed, the following secondary signage shall be allowed within the parameters specified for each site in the commercial/office/industrial zones, multi-family residential zones, and for churches, schools, community uses, and agricultural crop sales in the single-family residential zones.
2. Permits. Signs and displays that meet the standards of this subsection do not require a permit, if they are not illuminated, except that the placement of pole-mounted banners and decorative flags shall be approved through a sign permit to ensure code compliance.
3. Illumination of Secondary Signage.
 - a. Secondary signage shall not be illuminated, except as set forth in the following subsection.
 - b. The following secondary signage may be illuminated; provided, that such illumination is approved through issuance of an electrical permit and meets the standards of SMC 15.16.030(A) for commercial/office/industrial zones and SMC 15.16.040(A) for multi-family zones.
 - i. Illumination of permanent directional and informational signs.
 - ii. External illumination of decorative flags.
 - c. Secondary signage shall not be electronic.
4. Readerboard signs shall not be allowed as secondary signs.
5. Quality and Condition.
 - a. All signs under this section must appear to be professionally produced and must be maintained in an appearance of newness, free of tears, holes, mold, dirt, decay, chipped paint, fading, sagging, and other signs of wear.
 - b. The City may, at its discretion, and without notice, remove any temporary or portable sign not in compliance with this section.

B. Informational Signs. Informational signs (SMC 15.16.020(24)) are not included in the number of primary signs so long as the following conditions are met:

1. Interior Informational Sign. The sign shall not exceed nine (9) square feet in surface area.
2. Perimeter Informational Sign. The sign shall not exceed three (3) square feet in surface area, and the number of perimeter informational signs shall not exceed one (1) per street frontage.

Additional signs oriented to the street may be allowed only if shown to be necessary for safety purposes and granted by the Director of Community and Economic Development.

3. The sign shall be located on the subject site, and meet all other standards of the code. If an informational sign is portable, or constructed of nonrigid materials, it is subject to the limitations on number and placement of portable and banner signs per this section, except that an interior informational sign only may be portable in excess of the limits on portable signs if necessary for orderly site operations.

C. Directional Signs. Directional signs are not included in the number of primary signs so long as the following conditions are met:

1. Interior Directional Sign. The sign shall not exceed nine (9) square feet in surface area.
2. Perimeter Directional Sign.
 - a. The sign shall not exceed six (6) square feet in surface area;
 - b. Business identification shall comprise no more than twenty-five percent (25%) of the sign;
 - c. The number of perimeter directional signs shall not exceed one (1) per entrance to a site, except that two (2) such directional signs shall be allowed if necessary for safety and oriented to traffic approaching the entrance from two (2) different directions.

Additional signs oriented to the street may be allowed only if shown to be necessary for safety purposes and granted by the Director of Community and Economic Development.

3. The sign is located on the premises to which the sign is intended to guide or direct pedestrian or vehicular traffic, and meets all other standards of the code. If a directional sign is portable, or constructed of nonrigid materials, it is subject to the limitations on number and placement of portable and banner signs per this section, except that an interior directional sign only may be portable in excess of the limits on portable signs if necessary for orderly site operations.

4. Where a property lacks direct street frontage, an off-premises directional sign may be approved through a variance process described in SMC 15.16.160.

D. Temporary Signs, Displays and Other Secondary Signage.

The signage or displays described in this section are allowed within the limits described in each category; provided, that no more than three (3) categories shall be concurrently displayed.

1. Portable Signs on Private Property. One (1) portable sign, as defined in SMC 15.16.020(38), per street frontage displayed on the site it advertises, provided it meets the requirements of this section.

a. Size. The sign may not exceed nine (9) square feet in surface area or three and one-half (3.5) feet in height. Only one (1) side of a double-faced temporary portable sign will be counted.

b. Placement. The sign shall be placed within three (3) feet of a vehicular or pedestrian entrance, and shall not obstruct traffic, pedestrian circulation, or access for the disabled.

c. Hours Displayed. Portable signs shall be displayed only during the hours of business operation. If displayed after dusk, portable signs shall be displayed only in well-lighted areas.

2. Building and Fence-Mounted Banners. One (1) banner per site per street frontage within the following limitations:

a. Banners must be constructed of nonrigid materials suitable for an exterior environment, such as fabric, vinyl, or plastic;

b. Size. Banners may not be greater than thirty-two (32) square feet;

c. No banner sign shall be allowed on a street frontage where there is a temporary freestanding sign displayed on that frontage; and

d. Placement. Banners may only be placed in the following manner:

i. On buildings, securely mounted at four (4) corners, and not blocking any window;

ii. On fences, stretched tightly and fastened at four (4) corners;

iii. For a new business only, over an existing monument or fixed sign for a maximum of sixty (60) days.

3. Temporary Freestanding Sign. One (1) temporary freestanding on-premises sign, as defined in SMC 15.16.020(54), per site, per street frontage, under the following circumstances:

- a. A temporary freestanding sign is allowed for a maximum of sixty (60) days for a new business awaiting permanent signage; or
- b. A temporary freestanding sign is allowed during the time a property is under construction, remodel, or for sale, lease, or rent; and
- c. No temporary freestanding sign shall be allowed on a street frontage where there is a banner sign displayed on that frontage; and
- d. Such signs shall be constructed of durable, rigid materials and mounted securely into the ground; and
- e. In commercial, industrial and multi-family zones, no temporary freestanding sign shall exceed thirty-two (32) square feet in surface area or ten (10) feet in height, nor be located closer than five (5) feet from the property line, or closer than ten (10) feet from the property line of the abutting owner; and
- f. In single-family residential and townhouse zones, no temporary freestanding sign shall exceed eight (8) square feet of surface area, six (6) feet in height, or be located closer than ten (10) feet from the property line of the abutting owner, except that a new subdivision may be allowed one (1) sign thirty-two (32) square feet in surface area, located no closer than ten (10) feet from the property line of the abutting owner. All signs shall comply with the "sight distance" requirements of SMC 15.13.100.

4. Pennants. Pennants without text or logos; provided, that they are made of nonreflective material. The maximum length of all such strings of pennants shall be no greater than the linear footage associated with the perimeter of the site. Each pennant may not exceed twelve (12) inches in height or width. Pennants shall be mounted a minimum of thirteen and one-half (13.5) feet above any vehicular way, as measured from the ground level of the vehicular way to the string or rope from which the pennant is suspended.

5. Strings of Flags. Strings of flags of a governmental or noncommercial institution; provided, that they are made of nonreflective material. The maximum length of all such strings of flags shall be limited to the linear footage associated with the perimeter of the site. Each flag may not exceed twelve (12) inches in height or width. Strings of flags shall be mounted a minimum of thirteen and one-half (13.5) feet above any vehicular way, as measured from the ground level of the vehicular way to the string or rope from which the flag is suspended.

6. Decorative Flags or Decorative Pole-Mounted Banners. Decorative flags or decorative pole-mounted banners, but not both, shall be allowed to be displayed on a site.

a. Decorative Flags. Decorative flags, without text or corporate logos, limited to one (1) flag per fifty (50) feet of street frontage. The allowable number of flags shall be grouped together within fifty (50) feet of an entrance. The flag shall not exceed twenty (20) square feet, nor be smaller than five (5) square feet in surface area, shall be pole-mounted on one (1) side only, shall be no greater in its vertical dimension than in its horizontal dimension, and shall be left loose to fly in the breeze. The flag shall be mounted at a minimum distance of twelve (12) feet, as measured from the street elevation to the lowest point of mounting. The pole shall be a maximum of twenty (20) feet in height.

b. Decorative Pole-Mounted Banners. Decorative banners, without text or corporate logos, mounted on poles and secured at the top and bottom, limited to one (1) per fifty (50) feet of street frontage, placed along the street frontage at a minimum distance of fifty (50) feet apart. Decorative banners may not be illuminated. Decorative banners may be a maximum dimension of two and one-half (2.5) feet wide by six (6) feet high and mounted at a minimum distance of twelve (12) feet, as measured from the street elevation to the lowest point of the banner. The pole shall be a maximum of twenty (20) feet in height.

7. Special Directional Sign. One (1) permanent on-site directional sign per street frontage, no greater than nine (9) square feet, which may include business identification up to fifty percent (50%) of the sign.

E. Grand Opening and Special Event Signs.

1. Otherwise prohibited posters, banners, strings of lights, clusters of flags, balloons, as limited by subsection (E)(3) of this section, and up to three (3) off-premises portable directional signs as limited by subsection (E)(4) of this section are permitted for four (4) weeks only (twenty-eight (28) consecutive days) to announce the opening of a completely new enterprise or the opening of an enterprise under new management, and for two (2) weeks (fourteen (14) consecutive days) twice per year for any business to advertise a special event or sale; provided, that no site shall have more than four (4) weeks (twenty-eight (28) days) total of grand opening or special event display in any one (1) calendar year.

2. A limit of one (1) inflatable object, such as a blimp or large air balloon, shall be allowed as part of a grand opening or special event, provided such object is attached to the ground and approved by the City for safety purposes as to placement and design. The maximum height of an inflatable object, when installed, shall be thirty (30) feet. A party

must submit an application for an inflatable object sign permit at least two (2) weeks prior to the grand opening or scheduled event.

3. Balloons may be displayed only as part of a grand opening or special event, provided they are no greater than eighteen (18) inches in diameter with a tether no longer than thirty-six (36) inches and must be securely attached to a structure. No more than two (2) displays with a maximum of five (5) balloons per display (or ten (10) individual balloons) are permitted per site. Displays are only allowed from dawn to dusk.

4. Any grand opening or special event shall register with the City by filing a registration form. All such material shall be removed immediately upon the expiration of the allowed period. Use of the above-described devices within the limits specified shall be an exception to the general prohibition on these devices as set forth in SMC 15.16.110E). However, such displays are subject to all other code requirements.

5. Three (3) off-premises portable signs advertising the grand opening or special event are allowed; provided, that such signs shall not exceed four (4) square feet in area nor two (2) feet in height, and shall be displayed only from dawn to dusk.

Off-premises grand opening/special event signs may be located on private property with the permission of the owner of the property on which the sign is placed and within the public right-of-way; provided, that the signs do not encroach into a driveway, parking area, sidewalk, pedestrian pathway, vehicular travel lane, median or traffic island, and are at least four (4) feet from the outer pavement edge of a roadway when curb and gutter are not present. No signs shall be posted, tacked, nailed, or in any manner affixed upon any utility pole, tree or public or private sign.

F. Economic Stimulus Sign.

1. Perforated Window Film Sign. In order to improve local economic conditions, one (1) perforated window film sign may be installed per building during the time a property is for sale, lease, or rent and shall relate to the sale, lease, or rental of the property. The size of the sign shall meet the requirements of SMC 15.16.030(B)(2). Because of the special circumstances of these signs, the graphics of such signage must be artistically pleasing and shall be approved by the Director of Community and Economic Development.

2. For purposes of this subsection, a perforated window film sign is defined as a see-through window graphic, is a vinyl window film made with small holes throughout so you can see through the material, which is affixed to the window(s).

3. This subsection shall expire on December 31, ~~2013~~ 2015, at which time signs pursuant to this subsection shall be removed.

Section 3. The City Clerk is directed to forward a copy of this Ordinance to the Washington State Department of Commerce within ten (10) days after adoption, and to the King County Assessor.

Section 4. 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.

ADOPTED this ____ day of _____, 2014, and signed in authentication thereof on this ____ day of _____, 2014.

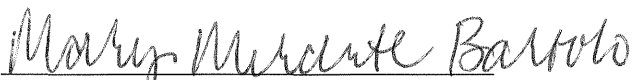
CITY OF SEATAC

Tony Anderson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

6. PRESENTATIONS – COUNCIL DIRECTION REQUESTED:

- **Options for 2014-2015 for Neighborhood Sidewalk Project (10 minutes)**

By: Civil Engineer II Toli Khlevnoy

- **Non-Represented Salary Survey (10 minutes)**

By: Human Resources Director Anh Hoang

PRESENTATIONS – INFORMATIONAL ONLY:

- **Public Safety Statistics (10 minutes)**

By: Deputy Chief Brian Wiwel

RCM PRESENTATIONS

PRESENTATIONS – Informational Only (Continued):

- **Briefing on PSRC's process for allocating funding for transportation and other projects (20 minutes)**

By: Community and Economic Development Director Joe Scorcio AICP /
PSRC Program Manager Kelly McGourty

- **Sustainable Works (10 minutes)**

By: Resource Conservation/Neighborhood Programs Coordinator Trudy
Olson / Director of Marketing and Outreach for Sustainable Works Kellie
Stickney

**PAYROLL/CLAIMS VOUCHERS WERE SENT
ELECTRONICALLY TO THE CITY COUNCIL**

**A HARD COPY OF THE VOUCHERS
CAN BE VIEWED IN THE CITY CLERK'S OFFICE**

**PAYROLL/CLAIMS VOUCHERS ARE ALSO
AVAILABLE ON OUR CITY WEBSITE**

www.ci.seatac.wa.us

**Pre-approval or final approval of City Council and
City Manager travel related expenses.**

Consent Agenda Date: 1.14.14

Pre-Approval of Travel:

**AWC City Action Days, Olympia
Jan 29-30, 2014 (2 city council, 2 CMO budgeted)**

Name: Kathryn Campbell	Estimated costs
Lodging	n/a
Meals	14
Transportation (mileage & parking)	75
Registration	150
Total	\$239

Name: Todd Cutts	Estimated costs
Lodging	n/a
Meals	14
Transportation (mileage & parking)	75
Registration	150
Total	\$239

**NLC Congressional Cities Conference, Washington, D. C.
March 8 – 12, 2014**

Four councilmembers budgeted at \$2,570 each in 2014 budget, 1 in the CMO

Name: Tony Anderson	Estimated costs – 2014 budget amounts
Lodging	1,000
Meals	150
Transportation	825
Registration	595
Total	\$2,570

Name: Kathryn Campbell	Estimated costs – 2014 budget amounts
Lodging	1,000
Meals	150
Transportation	825
Registration	595
Total	\$2,570

Name: Todd Cutts	Estimated costs – 2014 budget amounts
Lodging	1,000
Meals	150
Transportation	825
Registration	595
Total	\$2,570

**Approval of Travel-related Expenses:
NLC Congress of Cities, Seattle, November 13-16, 2013**

Name: Todd Cutts	City Mastercard
Meals (\$29.36 CM, \$74.25 Council)\$103.61:	
Todd Cutts	29.36
Tony Anderson	26.21
Barry Ladenburg	26.21
Mia Gregerson	21.83
TOTAL	\$103.61

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Parks and Recreation

Agenda Bill #: 3568

TITLE: A Motion authorizing use of Angle Lake Park 2013/2014 Budget Funds to construct a Lifeguard Building, new Fishing Dock and Boat Dock.

November 27, 2013

Ordinance Resolution Motion Info. Only Other

Date Council Action Requested: RCM 01/14/2014

Ord/Res Exhibits: _____

Review Dates: CSS 12/10/2013

Prepared By: Kit Ledbetter, Parks and Recreation Director

Director: 

City Attorney: 

Finance: 

BARS #: 301.000.04.594.76.63.

City Manager: 

Applicable Fund Name: Capital Improvements Fund

Handwritten initials and marks on the right side of the form.

SUMMARY:

A Motion authorizing use of Angle Lake Park 2013/2014 Budget Funds to construct a lifeguard building, new fishing dock and boat dock.

DISCUSSION / ANALYSIS / ISSUES:

At the Regular City Council on February 12, 2013 the low bidder for the Angle Lake Park Phase II project was approved by the City Council. At that meeting the City Council discussed that if there were savings available after the Phase II had been completed, could those savings be used to complete the remaining items of the Master Plan for Angle Lake Park. These additional items are; the new fishing dock, lifeguard building, and boat launch improvements.

After closing out the Angle Lake Park Phase II construction the project has remaining funds of \$291,138 to complete the Master Plan. It is possible to complete the Master Plan that includes the new dock, lifeguard building, and boat launch improvements with the remaining project funds in 2014. We would need to start the design process in January 2014 to complete the project by the end of June 2014. If these additional project elements are authorized the normal bidding and contracting process would be followed.

RECOMMENDATION(S):

It is recommended that the City Council move to authorize the construction of a lifeguard building, new fishing dock and boat dock for an amount that will not exceed \$291,138.

FISCAL IMPACT:

The Parks & Recreation Department has a total of \$291,138 for construction in the 2013/ 2014 Capital Budget for the Angle Lake Park project improvements.

ALTERNATIVE(S):

1. Do not proceed with the project at this time.

ATTACHMENTS:


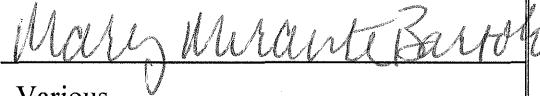
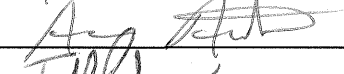

1. None.

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Finance and Systems

Agenda Bill #: 3569

TITLE: A Resolution to finalize the 2013 unclaimed property report to the State of Washington.

<i>November 27, 2013</i>	
<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>1/14/14 RCM</u>	
Ord/Res Exhibits: <u>Exhibit A: 2013 Unclaimed Property Report</u>	
Review Dates: <u>12/10/13 CSS</u>	
Prepared By: <u>Aaron Antin, Finance and Systems Director</u>	
Director: <u></u>	City Attorney: <u></u>
Finance: <u></u>	BARS #: <u>Various</u>
City Manager: <u></u>	Applicable Fund Name: <u>Various</u>

MJ
KA

SUMMARY:

This Resolution would declare the list of outstanding municipal checks over one year old and unclaimed deposits contained in Exhibit A as cancelled, and the amounts returned to the respective funds they were originally drawn against or receipted into.

DISCUSSION / ANALYSIS / ISSUES:

This annual process is designed to allow the City to cancel stale dated checks and unclaimed deposits as required by State law. The Finance Department has made every reasonable attempt to resolve these outstanding checks and unclaimed deposits and has been successful in some cases. The Finance Department regularly follows this process to have outstanding, stale dated checks and unclaimed deposits declared cancelled by Resolution.

RECOMMENDATION(S):

It is recommended that the City Council pass this Resolution declaring the cancellation of municipal checks and unclaimed deposits as detailed in Exhibit A.

FISCAL IMPACT:

Once the City cancels these outstanding items, the amounts will be returned to the respective funds they were originally drawn against or receipted into. The total amount of these cancelled checks and unclaimed deposits is \$2,470.34.

ALTERNATIVE(S):

None. State law requires the City to take this action, and the Washington State Auditor regularly checks to ensure the City is complying.

ATTACHMENTS:

None

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington, to finalize the 2013 unclaimed property reporting to the State of Washington.

WHEREAS, State law requires that outstanding, stale dated municipal checks and unclaimed deposits be cancelled by passage of a Resolution; and

WHEREAS, the City of SeaTac has a number of outstanding, stale dated municipal checks and unclaimed deposits that need be cancelled; and

WHEREAS, the Finance Department has made all reasonable attempts to resolve these outstanding municipal checks and unclaimed deposits; and

WHEREAS, the City Council of the City of SeaTac wishes to cancel all outstanding, stale dated municipal checks and unclaimed deposits as detailed in Exhibit A;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The SeaTac City Council declares the cancellation of municipal checks and unclaimed deposits as detailed in Exhibit A.

PASSED this _____ day of _____, 2013, and signed in authentication thereof on this _____ day of _____, 2013.


CITY OF SEATAC

Tony Anderson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

2013 UNCLAIMED PROPERTY REPORT

Municipal Court Records sent to UCP

<u>Payee</u>	<u>Amount</u>	<u>Comments</u>
Blair David Morgan	\$ 24.00	sent to UCP bail refund
Luz Castaneda	\$ 1,000.00	sent to UCP misc trust

<u>TOTAL MUNICIPAL COURT</u>	\$1,024.00	Sent to UCP 10-11-13	Ck #007165
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Finance Dept Records sent to UCP

<u>Check #</u>	<u>Check Date</u>	<u>Check Amount</u>	<u>Payee</u>	<u>Comments</u>
97176	1/31/2012	\$ 6.00	Rosella Hanson	unclaimed
97413	2/17/2012	\$ 36.92	Sybil Decker	mail returned
97417	2/17/2012	\$ 10.00	Tracy Duvall	unclaimed
97755	4/5/2012	\$ 5.00	Antonia Guido Lopez	unclaimed
97772	4/5/2012	\$ 31.87	Danh Vo	unclaimed
97783	4/5/2012	\$ 3.00	Elizabeth Dezutter	mail returned
97820	4/5/2012	\$ 80.00	James J. Schmidt	mail returned
97846	4/5/2012	\$ 18.00	Lanny Walker	mail returned
97860	4/5/2012	\$ 25.00	Mary Jo Banyai	unclaimed
97863	4/5/2012	\$ 12.00	Mary Lee	mail returned
97864	4/5/2012	\$ 6.00	Mary Lou Healea	unclaimed
97904	4/5/2012	\$ 2.00	Sheleack Rainwater	unclaimed
97919	4/5/2012	\$ 12.50	Tatiana Galviz	mail returned
97930	4/5/2012	\$ 2.40	Vineta Kapesi	unclaimed
97951	4/20/2012	\$ 2.00	Alisha Green	unclaimed
97960	4/20/2012	\$ 30.09	Ann Marie Clarke	mail returned
98442	5/18/2012	\$ 30.03	Melissa Secord	unclaimed
98516	5/18/2012	\$ 26.47	Yen Phuong Nguyen	unclaimed
98911	7/5/2012	\$ 23.68	James M. Jones	unclaimed
98988	7/5/2012	\$ 27.95	Seunghyun Youn	unclaimed
99449	8/3/2012	\$ 28.86	Rachel Pryor	unclaimed
99519	8/20/2012	\$ 29.51	Aja Perbix	unclaimed
99578	8/20/2012	\$ 35.75	Dennis E. English	unclaimed
99818	9/7/2012	\$ 4.50	Mary Ducharme	unclaimed
99820	9/7/2012	\$ 3.00	Melysa Miles	unclaimed
99879	9/7/2012	\$ 56.00	Wilbur Dyrness	mail returned
100225	10/19/2012	\$ 27.48	Anhtuan Nguyen	unclaimed
100269	10/19/2012	\$ 29.84	David Akiyama	unclaimed

Finance Dept Records sent to UCP

100376	10/19/2012	\$	34.88	Patrice Blanchet	unclaimed
100387	10/19/2012	\$	13.28	Randy C. Newman	unclaimed
100394	10/19/2012	\$	26.40	Rita M. Kohms	unclaimed
100406	10/19/2012	\$	25.55	Sanetta Hunter	unclaimed
100972	12/5/2012	\$	29.95	Susan L. Banks	unclaimed
101298	12/31/2012	\$	25.52	Nathan Bollacker	unclaimed
101311	12/31/2012	\$	75.00	Pedro Pineda	unclaimed
101312	12/31/2012	\$	33.03	Peter Okot-okidi	unclaimed
102290	3/20/2013	\$	35.30	Adam Bowman	unclaimed
102294	3/20/2013	\$	8.44	Alma Jimenez	unclaimed
102327	3/20/2013	\$	31.98	Darin Anderson	unclaimed
102328	3/20/2013	\$	2.00	David Pham	mail returned
102404	3/20/2013	\$	7.00	Louise Preston	unclaimed
102573	4/5/2013	\$	26.12	Edward Bartolome	unclaimed
102780	4/19/2013	\$	168.00	Kristin B. Dunlap	unclaimed
103030	5/23/2013	\$	31.39	David Fuller	unclaimed
103602	7/5/2013	\$	22.57	King Reyes	mail returned
103951	8/5/2013	\$	200.00	Akereke Mokwa	mail returned
104114	8/5/2013	\$	44.08	Rende Thomas	mail returned

TOTAL FINANCE DEPT \$ 1,446.34

GRAND TOTAL \$2,470.34

SeaTac City Council REQUEST FOR COUNCIL ACTION

Department Prepared by: Community and Economic Development

Agenda Bill #: 3566

TITLE: A Resolution Authorizing the Execution of the Growing Transit Communities Compact on Behalf of the City of SeaTac.

November 14, 2013

Ordinance Resolution Motion Info. Only Other

Date Council Action Requested: RCM 01/14/14


Ord/Res Exhibits: Exhibit A – Growing Transit Communities Compact

Review Dates: PC: 10/1/13; Council: CSS 02/26/13, 05/14/13, 12/10/13

Prepared By: Michael Scarey, AICP, Senior Planner

Director: 

City Attorney: 

Finance: 

BARS #: N/A

City Manager: 

Applicable Fund Name: N/A



SUMMARY: The proposed Resolution authorizes the Mayor to sign the Growing Transit Communities Compact on behalf of the City, and acknowledges the support and need for coordinating efforts to successfully implement the Growing Transit Communities Strategy.

DISCUSSION / ANALYSIS / ISSUES: The Growing Transit Communities (GTC) Compact is a non-binding commitment to work together with other jurisdictions and agencies to realize the goals of the GTC Partnership consistent with the regional growth strategy, Vision 2040.

From late 2011 to early 2013 a diverse coalition of cities, counties, transit agencies, non-profit agencies, colleges and others worked together as the GTC Partnership, under the leadership of the Puget Sound Regional Council (PSRC), to develop the Growing Transit Communities Strategy (see Attachment 2 for the Executive Summary). The GTC Strategy seeks to leverage the region's investment in public transit infrastructure to foster the development of transit communities that help implement regionally adopted goals:

- Attract residential and employment growth;
- Provide affordable housing choices; and
- Increase access to opportunity.

To that end, the Strategy provides options and recommendations to aid local governments in planning for and realizing sustainable, equitable development around the stations in their communities. The options and recommendations for actions are not mandatory, but are tools that local governments can use in developing their station areas, and to partner with transit agencies, non profit agencies, the development community and others.

The Council was briefed on this work in February and May of this year, and the City provided comments on the Draft GTC Strategy document in June of this year (Attachment 3).

The GTC Partnership was supported by a grant from the Partnership for Sustainable Communities, an interagency partnership of federal agencies (Housing and Urban Development, US Department of Transportation, and the Environmental Protection Agency).

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

FISCAL IMPACT: None.

ALTERNATIVES:

1. Amend the Resolution prior to adoption.
2. Do not adopt the Resolution

ATTACHMENTS:

1. Letter from the GTC Oversight Committee Co-Chairs;
2. GTC Strategy Executive Summary
3. City of SeaTac comment letter dated June 3, 2013

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing the execution of the Growing Transit Communities Compact on behalf of the City of SeaTac.

Whereas the central Puget Sound region has adopted VISION 2040, a long-range strategy to advance the ideals of our people, our prosperity and our planet by integrating land use, economic and transportation decisions in order to meet the needs of current and future generations, achieve economic prosperity with social equity, and support a healthy environment, including addressing global climate change; and

Whereas VISION 2040 includes among its goals (1) maintaining a prosperous and sustainable regional economy by supporting businesses and job creation, investing in all people, sustaining environmental quality, and creating great central places, diverse communities, and a high quality of life, and (2) focusing growth within already urbanized areas to create walkable, compact, and transit oriented communities, and (3) meeting housing needs through preservation and expansion of a range of affordable, healthy and safe housing choices; and

Whereas the voters of the central Puget Sound region have committed to a \$15 billion investment in light rail, commuter rail, bus rapid transit and local streetcar service that creates a once in a lifetime opportunity to plan for and support the growth of communities near high capacity transit; and

Whereas transit-oriented development is a land use pattern with many social, economic, and environmental benefits, including more sustainable and efficient use of urban land, support for regional and local economies, reduced combined housing and transportation costs per household, and improved access and mobility for residents; and

Whereas the Growing Transit Communities Partnership was formed as a diverse coalition of governmental and nongovernmental partners that was funded by a grant from the

federal Partnership for Sustainable Communities for the express purpose of leveraging regional transit investments to create thriving and equitable transit communities around light rail and other high capacity transit stations; and

Whereas progress toward creating equitable transit communities will depend on active participation from a full range of partners over the long term, including transit agencies, businesses, non-profit organizations, as well as local jurisdictions and the Puget Sound Regional Council; and

Whereas the Growing Transit Communities Partnership has developed the Growing Transit Communities Strategy that recommends adoption of specific actions and tools by regional and local governments, by both public and private stakeholders, in order to create, grow, and enhance equitable transit communities throughout the region; and

Whereas, it is in the interest of elected officials; public agencies; leaders of and for affordable housing, communities and neighborhoods, business, education, the environment, philanthropy, finance, real estate, and transportation to cooperatively engage in the work related to the *Growing Transit Communities Strategy* for its successful completion;

Whereas, the *Growing Transit Communities Strategy* will be managed by the Puget Sound Regional Council;

Now, Therefore, this Resolution is established to acknowledge the support and need for coordinating efforts to successfully implement the *Growing Transit Communities Strategy*, and to authorize execution of the *Growing Transit Communities Compact* behalf of the City of SeaTac;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,
WASHINGTON, HEREBY RESOLVES as follows:**

The City of SeaTac acknowledges the support and need for coordinating efforts to successfully implement the *Growing Transit Communities Strategy*,

and authorizes execution of the *Growing Transit Communities Compact* behalf of the City of SeaTac.

PASSED this _____ day of _____, 2014 and signed in authentication thereof this _____ day of _____, 2014.

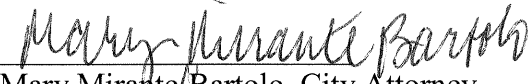
CITY OF SEATAC

Tony Anderson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



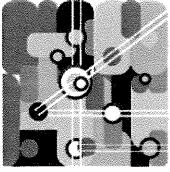
Mary Mirante Bartolo, City Attorney

[Effective Date: _____]

[authorizing execution of the Growing Transit Communities Compact]

Exhibit A

Growing Transit Communities Compact



Growing Transit Communities Compact

Preamble

VISION 2040 was approved as the central Puget Sound region's plan for sustainable development following a broad-based, collaborative planning process. Central Puget Sound region voters also approved a series of high-capacity light rail and transit projects—a commitment of approximately \$15 billion—that will serve the region's most densely populated and diverse communities for decades to come. These investments present a once-in-a-lifetime opportunity to shape the region's urban form and ensure that transportation improvements support sustainable development and foster vibrant, healthy neighborhoods for all.

Recognizing what this unprecedented opportunity means for the region and its residents, a broad coalition of stakeholders came together to identify what will be needed to create the sustainable, equitable communities envisioned in the region's plans. The result was the Growing Transit Communities Partnership.

The Growing Transit Communities Partnership produced the Growing Transit Communities Strategy as a tool to implement VISION 2040 and local comprehensive plans adopted under the state Growth Management Act, and which is supported by this Compact. Its goals and recommendations are wide-ranging, developed with the recognition that some tools and approaches may work in some locations but not in others, and that each partner retains flexibility and discretion in pursuing the strategies most appropriate to local needs and conditions. However, the envisioned outcomes, consistent with VISION 2040, require an ongoing dedicated partnership of many interests, including cities, counties, transit agencies, businesses and employers, housing authorities, public health agencies, affordable housing providers, educational institutions, community-based organizations, and development interests.

And while the Compact is not legally binding and does not mandate adoption of any particular policies or actions, it expresses the need for many and diverse partners to work together over time to achieve its goals, recognizing that opportunities for success cannot be achieved unless we work together.

Therefore, as signatories to the Compact, we commit ourselves to working in partnership to achieve the goals and strategies in this Compact, while respecting the diversity of interests, perspectives, and responsibilities throughout the region.

Whereas the central Puget Sound region has adopted VISION 2040, with the following vision statement:

Our vision for the future advances the ideals of our people, our prosperity, and our planet. As we work toward achieving the region's vision, we must protect the environment, support and create vibrant, livable, and healthy communities, offer economic opportunities for all, provide safe and efficient mobility, and use our resources wisely and efficiently. Land use, economic, and transportation decisions will be integrated in a manner that supports a healthy environment, addresses global climate change, achieves social equity, and is attentive to the needs of future generations.

and;

Whereas the central Puget Sound region is expected to add 1.3 million people and 1.1 million jobs by the year 2040;
and

Whereas VISION 2040 includes among its goals (1) maintaining a prosperous and sustainable regional economy by supporting businesses and job creation, investing in all people, sustaining environmental quality, and creating great central places, diverse communities, and a high quality of life, and (2) focusing growth within already urbanized areas to create walkable, compact, and transit oriented communities, and (3) meeting housing needs through preservation and expansion of a range of affordable, healthy and safe housing choices; and

Whereas the voters of the central Puget Sound region have committed to a \$15 billion investment in light rail, commuter rail, bus rapid transit and local streetcar service that creates a once-in-a-lifetime opportunity to plan for and support the growth of communities near high capacity transit; and

Whereas in 2010 the region adopted Transportation 2040, a long-range transportation plan designed to implement VISION 2040 that calls for implementation of an aggressive transit strategy to keep up with increasing population and employment growth, including completion of Sound Transit 2 projects, additional Link light rail extensions to Everett, Tacoma, and Redmond, and local transit service increases of more than 100 percent in peak periods and over 80 percent in off-peak periods; and

Whereas The Regional Economic Strategy recognizes that transportation investments must address the diverse needs of the region's economy and support key employment sectors, provide more convenient and varied transportation options, and improve travel reliability to maintain and enhance quality of life in the region for workers and support local businesses; and

Whereas approximately 45% of households currently residing in proximity to existing and planned light rail corridors are moderately or severely housing cost burdened; and

Whereas current income distribution for the region shows 13% of households earn between 0-30% of the area median income, 12% of households earn between 30-50% of the area median income, and 18% of households earn between 50-80% of the area median income; and

Whereas new market-rate housing trends and subsidized housing resources are not providing sufficient housing choices in transit communities for households earning under 80% of the area median income; and

Whereas the combined cost burden of housing plus transportation can be substantially reduced by locating affordable housing opportunities in proximity to transit; and

Whereas the report “Equity, Opportunity, and Sustainability in the Central Puget Sound Region” identifies a widespread pattern within the region of unequal household access to educational, economic, transportation, environmental health, and neighborhood resources; and

Whereas many communities that are now or may be served by high-capacity transit are home to low-income and minority households and small locally- and minority-owned businesses that are at a potentially higher risk of displacement due to a range of factors; and

Whereas transit-oriented development is a land use pattern with many social, economic, and environmental benefits, including more sustainable and efficient use of urban land, support for regional and local economies, reduced combined housing and transportation costs per household, and improved access and mobility for residents; and

Whereas the Growing Transit Communities Partnership, a diverse coalition of governmental and nongovernmental partners, was funded by a grant from the federal Partnership for Sustainable Communities for the express purpose of helping to implement VISION 2040 by leveraging regional transit investments to create thriving and equitable transit communities around light rail and other high-capacity transit stations; and

Whereas the Equity Network Steering Committee has defined equity to mean that all people can attain the resources and opportunities that improve their quality of life and enable them to reach their full potential; and

Whereas the Growing Transit Communities Partnership defines equitable transit communities as follows:

Equitable transit communities are mixed-use, transit-served neighborhoods that provide housing and transportation choices, and greater social and economic opportunity for current and future residents. Although defined by a half-mile walking distance around high-capacity transit stations, they exist within the context of larger neighborhoods with existing residents and businesses.

These communities promote local community and economic development by providing housing types at a range of densities and affordability levels, commercial and retail spaces, community services and other amenities integrated into safe, walkable neighborhoods.

Successful equitable transit communities are created through inclusive planning and decision-making processes, resulting in development outcomes that accommodate future residential and employment growth, increase opportunity and mobility for existing communities, and enhance public health for socially and economically diverse populations

Whereas Growing Transit Communities Partners recognize that transit communities throughout the region will have unique roles, functions, and opportunities, and will develop with different uses at varying intensities; and

Whereas creating vibrant transit-oriented communities can be substantially advanced through the development of additional tools and funding for infrastructure improvements in communities along transit corridors; and

Whereas Growing Transit Communities Partners believe that progress toward creating equitable transit communities will depend on active participation from a full range of partners over the long term, including transit agencies, businesses, non-profit organizations, as well as local jurisdictions and the Puget Sound Regional Council; and

Whereas the Growing Transit Communities Partnership has developed a Toolkit of Strategies and Actions that recommend adoption of specific actions and tools by regional and local governments, by both public and private stakeholders, in order to create, grow, and enhance equitable transit communities throughout the region; and

Whereas updates to local comprehensive plans and development regulations, transit agency plans, and the refinement of regional growth and transportation plans present continuing opportunities to implement the Toolkit of Strategies and Actions;

Now, therefore, the signatories to this Regional Compact:

Agree that the region's long-range growth management, economic, environmental, and transportation goals depend heavily on continued investment in more and better public transportation services ; and

Acknowledge the acute need for additional resources and tools to create and preserve affordable housing throughout the region; and

Recognize that cities and counties will require new resources to create the critical physical and social infrastructure that will support growth, including transportation, utilities, recreation, and public services; and

Agree that progress toward equitable transit communities requires a cooperative, regional approach with diverse partners across governmental and nongovernmental sectors that supports and builds upon existing and ongoing planning efforts by regional and local governments and transit agencies; and

Commit to build upon the work of the Growing Transit Communities Partnership through the promotion of equitable transit communities in light rail station areas and transit nodes located within the region's three long-range light rail transit corridors, and around transit nodes outside these corridors in other parts of the region; and

Recognize that each corridor is at a different stage of high-capacity transit system development, and that future stations may be identified and sited that should also be considered under this Compact; and

Understand that this Compact is designed to express the intent of diverse partners to work together toward common goals, with specific actions identified by partners appropriate to their roles and responsibilities; and

Recognize that the policies and programs promoted by the Growing Transit Communities Partnership may also benefit community development around other transit investments and corridors, including but not limited to bus rapid transit, streetcar, commuter rail, intercity express bus, and ferries; and

Support a continuing process of collaboration and coordinated action to advance the development of equitable transit communities, as guided by the following goals, signatories to this Compact will strive to:

Attract more of the region's residential and employment growth to high capacity transit communities.

VISION 2040 calls for a compact pattern of growth within the Urban Growth Area, particularly in regional and subregional centers served by high capacity transit. The Growing Transit Communities work program has demonstrated that the region's light rail corridors alone have the potential to support this vision by attracting at least 25% of the housing growth and 35% of the employment growth expected in the region through the year 2040. Attracting additional TOD market demand to other regional corridors that are served by other types of high capacity transit is also essential. To advance the Regional Growth Strategy adopted in VISION 2040, promote economic development, and realize the multiple public benefits of compact growth around rapid transit investments, the signatories to this Compact will strive to:

- Use a full range of tools, investments, and economic development strategies, to attract the potential demand for residential and commercial transit oriented development within transit communities consistent with and in furtherance of regional policies and plans, and
- Plan for and promote residential and employment densities within transit communities that support ridership potential and contribute to accommodating growth needs within each high-capacity transit corridor.

Additional transit communities along the region's other high-capacity transit mode corridors will also attract significant portions of future residential and employment growth.

Provide housing choices affordable to a full range of incomes near high-capacity transit.

Adopted regional policy recognizes housing as a basic human need and calls for local policies and tools that provide for an adequate supply of housing affordable at all income levels, to meet the diverse needs of both current and future residents. Region-wide, affordable housing need is defined by current household incomes, where 18% of households earn between 50% and 80% of AMI, 12% earn between 30% and 50% of AMI, and 13% earn less than 30% of AMI. In transit communities, projected need for affordable housing is higher, especially for households in the lowest income range due to their greater reliance on transit. Depending on local market conditions, efforts to meet that need will focus on new housing, housing preservation, or combined strategies.

In order to meet a substantial portion of this need within walking distance of rapid transit services, the signatories to this Compact will strive to:

- Use a full range of housing preservation tools to maintain the existing level of affordable housing within each transit community, and
- Use a full range of housing production tools and incentives to provide sufficient affordable housing choices for all economic and demographic groups within transit corridors, including-new housing in the region's transit communities collectively that is proportional to region-wide need or greater to serve transit-dependent households.

These goals apply to the region's transit corridors collectively, and do not suggest a specific desired outcome for any individual transit community. Further, fully attaining these goals will require new tools, resources, and subsidies beyond those that exist today.

Increase access to opportunity for existing and future residents of transit communities.

Adopted regional policy recognizes the need to address the diverse housing, transportation and economic needs of current and future residents so that all people may prosper as the region grows. This requires special attention to communities that lack access to transportation choices, quality schools, and other social and physical neighborhood components that allow community members to thrive and succeed.

In order to more equitably meet the needs of all residents of the region, the signatories to this Compact will strive to:

- Improve access to opportunity in the transit corridors through targeted investments that meet the needs of residents and businesses in communities with limited access to opportunity, targeted affordable housing investments in communities with good access to opportunity, and transit connections linking areas with good access to opportunity and areas with limited access to opportunity.
- Use a full range of community engagement strategies to increase the involvement of diverse and historically under-represented groups in transit community development, empower communities to influence decisions at all levels of government, and ensure opportunities for participation throughout decision-making processes.

In order to maximize this historic opportunity, show regional leadership, and act as a national model of how diverse stakeholders can make transformative decisions that advance a region's goals for its people, its prosperity, and the planet, the signatories to this Compact pledge to work individually and collaboratively toward the goals described above, and toward the implementation of the Growing Transit Communities Strategy, as appropriate to each jurisdiction and organization. PSRC will periodically convene representatives of Compact signatories as an Advisory Committee to evaluate the region's progress over time toward achieving equitable transit communities. PSRC's regional monitoring program will track progress of implementing and achieving the goals described in this compact.

Signatories to the Growing Transit Communities Compact

_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date
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_____ Name, Title, Organization	_____ Date
_____ Name, Title, Organization	_____ Date



For more information on the Growing Transit Communities Partnership, please contact Program Manager Ben Bakkenta (bbakkenta@psrc.org or 206-971-3286) or visit the Growing Transit Communities website at <http://www.psrc.org/growth/growing-transit-communities/>



October 1, 2013

Dear Partners and Interested Parties,

The Growing Transit Communities Partnership, a broad coalition of stakeholders from the public, private and nonprofit sectors, came together in 2010 to identify what will be needed to create the sustainable, equitable communities envisioned in adopted regional plans and supported by the region's commitment of nearly \$20 Billion in high-capacity transit investments. These plans and investments present a once-in-a-lifetime opportunity to shape the region and ensure that transportation improvements support sustainable development and foster vibrant, healthy neighborhoods for all.

This summer, following an extensive 18-month collaborative process, the Partnership adopted the *Growing Transit Communities Strategy*. This document presents consensus approaches to how we want to develop in the region's high-capacity and high frequency transit areas, and what tools and resources we need to implement the region's adopted plans with a focus on three overarching goals:

- Attract more of the region's residential and employment growth near high-capacity transit
- Provide housing choices affordable to a full range of incomes near high-capacity transit
- Increase access to opportunity for existing and future community members in transit communities

The goals and recommendations in the *Growing Transit Communities Strategy* are wide-ranging, developed with the recognition that some approaches may work in some locations but not in others, and that each partner retains flexibility to pursue the actions most appropriate to local needs and conditions. The region's continued success will require an ongoing, dedicated partnership of a wide variety of public, private, non-profit, and community stakeholders.

We invite you to be an implementation partner by signing the *Growing Transit Communities Compact*, a regional pledge for ongoing collaboration to implement the goals and strategies of the *Growing Transit Communities Strategy*. Only with the continued involvement from a broad spectrum of public, private and nonprofit agencies and organizations can we succeed in supporting and growing thriving and equitable transit communities across our region.

We look forward to working with you in this process. For more information, please contact Ben Bakkenta, Program Manager, Puget Sound Regional Council at bbakkenta@psrc.org or 206-971-3286.

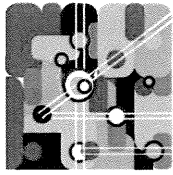
Sincerely,

A handwritten signature in black ink that reads "J. W. Brown".

Josh Brown, Chair, Oversight Committee
Commissioner, Kitsap County

A handwritten signature in black ink that reads "Tony To".

Tony To, Vice-Chair, Oversight Committee
Executive Director, HomeSight



Growing Transit Communities Strategy

Executive Summary

Our region has a shared vision for a sustainable future that will benefit our people, our prosperity, and our planet. VISION 2040, the central Puget Sound region's long-range plan for growth, transportation, and economic development, describes the commitments, actions, and stewardship needed over many decades by many stakeholders to achieve far-reaching goals. As the region grows to 5 million people—a more than 30 percent increase—by the year 2040, a key goal calls for growth within existing urban areas and especially in compact, walkable communities that are linked by transit.

The region's recent commitments to invest over \$15 billion in high-capacity transit (light rail, bus rapid transit, express bus, streetcar, and commuter rail) present an once-in-a-lifetime opportunity to locate housing, jobs, and services close to these transit investments, and to do so in a way that benefits surrounding communities. A region-wide coalition of businesses, developers, local governments, transit agencies, and nonprofit organizations—the Growing Transit Communities Partnership—spent three years working together to create solutions that will encourage high-quality, equitable development around rapid transit.

The Challenges

Growth, as envisioned in VISION 2040, should benefit all people by increasing economic development and access to jobs, expanding housing and transportation choices, promoting neighborhood character and vitality, and improving public health and environmental quality. But, this is easier said than done. In particular, this growth may magnify several challenges currently facing the region:



Living in and working in walkable, transit-served communities. Recent market studies show that there is significant unmet demand for housing and jobs located within walking distance of transit. Many people want to live and work in compact, complete, and connected communities, but investments in transit and in transit station areas have fallen behind. Attracting growth to transit communities will require policies to encourage more housing and jobs near transit along with investments in the infrastructure and services for a growing population.



Housing choices for low and moderate income households near transit. Forty-three percent of the region's households make less than 80 percent of the area median income. However, most new market-rate housing that is accessible to transit is unaffordable to these households. With new investment in transit communities, many lower-cost units are at risk of displacement. For the lowest income households, many of whom are transit dependent, the supply of subsidized housing is far short of the need. Building mixed-income communities that meet these needs will require improved strategies to minimize displacement, and preserve and produce diverse housing types affordable to a full range of incomes.



Equitable access to opportunity for all the region's residents. Analysis of indicators across the region reveals that too many people do not have access to education, employment, mobility, health, and neighborhood services and amenities. These community resources are the building blocks that create the opportunity to succeed and thrive in life. Transit communities, with their access to the region's jobs, institutions, and services are critical focal points for achieving greater equity for the region's diverse residents. As these communities grow through public and private investment, equitable development will require targeted community improvements and strategies to connect existing and future residents to greater regional resources.

Why Now?

In the last decade, central Puget Sound voters have approved a series of high-capacity light rail and other transit investments—a commitment of approximately \$15 billion—that will serve the region's most densely populated and diverse communities for decades to come. These investments present an once-in-a-lifetime opportunity to support and improve existing communities and meet regional goals through strategies to make great places for people to live and work. In order to do this, the region must:

Leverage transit investment to build sustainable communities. Transit investments, such as light rail, streetcars, commuter rail, and bus rapid transit, create value by connecting communities to the larger region. Transit communities are the best opportunity for the region to become more sustainable, prosperous, and equitable.

Create new resources and tools. Current resources available to governmental and non-governmental agencies alike are not enough. New tools and funding sources will be necessary to meet infrastructure, economic development, housing, and other community needs.

Work together across the region and across sectors. It will take collaboration among a wide spectrum of public, private, and nonprofit agencies and organizations working together to promote thriving and equitable transit communities. There are roles for everyone in this process.



The Strategy

How will this all be accomplished? The Growing Transit Communities Strategy calls for regional and local actions that respond to the challenges and opportunities in transit communities and represent major steps toward implementing the growth strategy in VISION 2040. The Strategy was developed by the Growing Transit Communities Partnership, an advisory body of various public, private, and nonprofit agencies and organizations working together to promote successful transit communities. The Growing Transit Communities Partnership, funded by a three-year grant from the federal Partnership for Sustainable Communities and housed at the Puget Sound Regional Council, established three main goals for the Strategy:

- *Attract more of the region's residential and employment growth near high-capacity transit*
- *Provide housing choices affordable to a full range of incomes near high-capacity transit*
- *Increase access to opportunity for existing and future community members in transit communities*

Toolkit of Strategies and Actions

Twenty-four strategies, guided by a People + Place Implementation Typology, constitute the "playbook" for the Growing Transit Communities Strategy. From overarching regional approaches to local and individual actions, together these provide a set of coordinated steps toward ensuring a prosperous, sustainable, and equitable future.

The Strategy presents 24 strategies recommended by the Growing Transit Communities Partnership and includes specific actions for PSRC, transit agencies, local governments, and other regional partners. The recommendations address the three main goals for transit communities. As a whole, the strategies are a call to action for partners across the region to redouble efforts to create great urban places and build equitable communities around transit. Fully recognizing the strong policy foundation embodied in regional and local plans, as well as the innovative work in implementing those plans to date, the Partnership makes these recommendations as a challenge to do more than is being doing today.

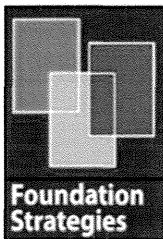
The Toolkit of Strategies and Actions fall into four groupings:

The **Foundation Strategies** recommend a regional and local framework for ongoing work to support transit communities. Modeled on the relationships and values at the heart of the Growing Transit Communities Partnership, these strategies envision an ongoing regional effort involving a variety of partners and community members in decision making and implementation at all levels.

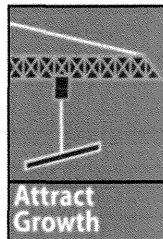
The **Strategies to Attract Housing and Employment Growth** recommend actions to make great urban places that are attractive to households and businesses, remove barriers to development, and support development in emerging markets.

The **Strategies to Provide Affordable Housing Choices** recommended actions to define and quantify housing needs, preserve existing affordable housing and supply new housing choices, and capitalize on the value created by the private market—enhanced by transit investments—in order to achieve the broadest range of affordability in transit communities.

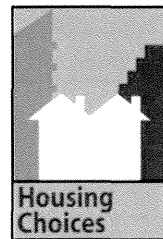
The **Strategies to Increase Access to Opportunity** recommend actions to understand regional disparities in access to opportunity, identify existing and potential new resources and tools to meet community needs, and build support for equitable opportunities through education, coalitions, and leadership.



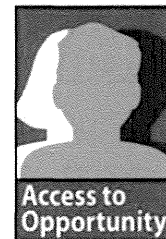
1. Establish a regional program to support thriving and equitable transit communities
2. Build partnerships and promote collaboration
3. Engage effectively with community stakeholders
4. Build capacity for community engagement
5. Evaluate and monitor impacts and outcomes



6. Conduct station area planning
7. Use land efficiently in transit communities
8. Locate, design, and provide access to transit stations to support TOD
9. Adopt innovative parking tools
10. Invest in infrastructure and public realm improvements



11. Assess current and future housing needs in transit communities
12. Minimize displacement through preservation and replacement
13. Increase housing support transit-dependent populations
14. Implement a TOD property acquisition fund
15. Expand value capture financing as a tool for infrastructure and affordable housing
16. Make surplus public lands available for affordable housing
17. Leverage market value through incentives
18. Implement regional fair housing assessment



19. Assess community needs
20. Invest in environmental and public health
21. Invest in economic vitality and opportunity
22. Invest in equitable mobility options
23. Invest in equitable access to high quality education
24. Invest in public safety in transit communities

Successful implementation will require shared commitment and collaboration among governments, major stakeholders, and community members. There are roles for many different regional and local partners, each with a distinct jurisdiction, authority, and mission. Consistent with those roles, all are asked to use the Toolkit of Strategies and Actions as a “playbook”

for taking action to advance the regional vision of creating thriving and equitable transit communities in a manner that is a best fit to each community.

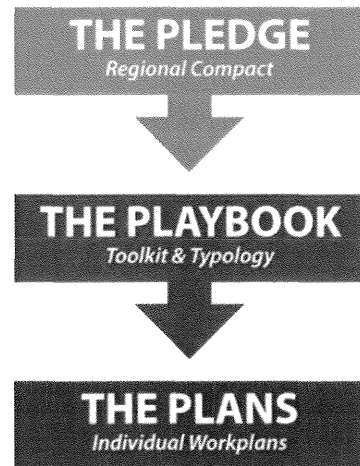
People + Place Implementation Typology

No two transit communities are alike. Accordingly, there is no one-size-fits-all approach to the strategies that will help a transit community thrive and grow with equitable outcomes for current and future community members. The Strategy presents the People + Place Implementation Typology as a regional framework for local implementation. Working with stakeholders from each of three major light rail corridors, the Growing Transit Communities Partnership analyzed conditions in 74 study areas as a basis for a set of locally tailored recommendations. Based on indicators of the physical, economic, and social conditions in each transit community, the results of this typology analysis suggest eight Implementation Approaches. Key strategies and investments address the needs and opportunities in different communities, while also advancing regional and corridor-wide goals. The Implementation Approaches and typology analysis are intended to complement and inform existing regional and, especially, local plans as they are implemented, evaluated, and refined in the coming years.



The Next Steps

The Growing Transit Communities Strategy includes a three-part implementation plan to promote thriving and equitable transit communities in the central Puget Sound region. The **Regional Compact** affirms the support of a variety of partners from throughout the region for the Partnership's work and a commitment to work toward regional goals by implementing the Strategy. The **Toolkit of Strategies and Actions** and the **People + Place Implementation Typology**, as described above and detailed in the body of this report, include 24 recommended strategies, eight implementation approaches, and corridor specific priorities that will guide an evolving approach to transit communities. The **Individual Work Plans** are local government, agency, or organization specific work plans, to be developed individually and in consultation with PSRC staff, which define short- and medium-term actions that can implement the Strategy. The nature and format of the Individual Work Plans will vary to reflect the diversity of public and private partners, legislative and decision-making processes, and actions adopted.



By working together, the central Puget Sound region can achieve its vision for a sustainable future that advances our people, our prosperity, and our planet. The Growing Transit Communities Strategy lays out essential tools and actions to get us there.



September 2013. For more information on the Growing Transit Communities Strategy, please visit www.psrc.org.



4800 South 188th Street
SeaTac, WA 98188-8605

City Hall: 206.973.4800
Fax: 206.973.4809
TDD: 206.973.4808

June 3, 2013

Ben Bakkenta
Puget Sound Regional Council
1011 Western Avenue, Suite 500
Seattle, WA 98104-1035

Re: Growing Transit Communities Strategy
Public Review Draft, May 2013

Dear Mr. Bakkenta:

Thank you for the opportunity to comment on the draft Growing Transit Communities Strategy report. As a city benefitting from regular bus service, bus rapid transit and light rail service, the City of SeaTac is a significant part of the region's transit system. The extension of light rail service in 2016 to the Angle Lake Station will further solidify that standing.

It is our understanding that the strategies in the report are offered as suggested courses of action the City may elect to take to enhance the community as a transit-friendly environment. As the report notes, SeaTac currently remains as an automobile-focused environment, with heavy volumes of traffic on major arterials and an underdeveloped street grid, a legacy of a suburban development pattern begun before the City incorporated.

The City remains committed to planning for growing transit use. We have already adopted a station area plan for the Tukwila International Boulevard (154th St.) LINK Station and later this year, will commence a similar action for the new Angle Lake Station. These plans focus on transitioning these stations from being primarily commuter-oriented to becoming the centerpieces of transit oriented development.

In reviewing the Growing Transit Communities Strategy document, we have focused our review primarily on the key strategies for those cities identified as fitting the "Enhance Community" type: Strategies 6, 8, 10, 11 12 and 19 – 24.

Under Strategy 6: *Conduct Station Area Planning*, we find that Strategies 6.4 and 6.5 are particularly important. These strategies call for PSRC to provide technical assistance to local jurisdictions, and to develop a competitive grant program to fund transit community implementation activities. This assistance will be important for SeaTac and other similar-sized jurisdictions along transit corridors. As noted above, SeaTac has already adopted a Station Area Plan for the 154th St. Station Area, and will begin developing a similar plan for the Angle Lake Station Area later this year.

Under Strategy 8: *Locate, Design and Provide Access to Transit Stations to Support TOD*, we suggest amending Strategy 8.8 from "Partner with transit agencies ..." to "Collaborate with transit agencies ..." We agree that it is vital for local jurisdictions and transit agencies to work together, but believe the word "partner" implies a formal relationship that may not be appropriate in all cases.

Under Strategy 10: *Invest in Infrastructure and Public Realm Improvements*, the Local Government actions could be strengthened by adding a new strategy after Strategy 10.9 to

Mayor
Tony Anderson

Deputy Mayor
Mia Gregerson

Councilmembers
Barry Ladenburg
Rick Forschler
Terry Anderson
Dave Bush
Pam Fernald

City Manager
Todd Cutts

Assistant City Manager
Gwen Voelpel

City Attorney
Mary Mirante Bartolo

City Clerk
Kristina Gregg

The Hospitality City

ATTACHMENT 3

“Amend policies, codes or programs as may be necessary to support the development or acquisition of those identified public realm enhancements.”

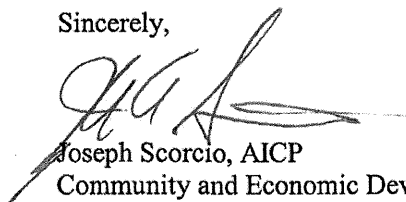
Under Strategy 14: *Implement a TOD Property Acquisition Fund*, this strategy would be strengthened by making a connection with Strategy 12, whereby the TOD Property Acquisition Fund could be used to fund affordable housing units in TOD projects that would otherwise displace affordable units.

Strategies 19.1 and 19.3 appear to be duplicates, and one should be deleted.

Under Strategy 22: *Invest in Equitable Mobility Options*, we support State action 22.9 to adopt legislation providing greater options for local governments to raise revenues for transit service, but suggest an additional action for PSRC (similar to Strategy 10.4) to “convene and support local coalitions of public and private stakeholders to encourage such legislation.”

Thank you again for having Michael Hubner make a presentation to our City Council and providing this opportunity to comment. The City of SeaTac looks forward to working with PSRC and parties in our community to foster increased transit use in the future.

Sincerely,



Joseph Scorcio, AICP
Community and Economic Development Director




Cc: Todd Cutts, City Manager
Steve Pilcher, AICP, Planning Manager

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Parks & Recreation

Agenda Bill #: 3567

TITLE: A Motion to approve an Interlocal Joint Use Agreement between Highline School District 401 and the cities of Burien, Des Moines, Normandy Park and SeaTac.

November 27, 2013	
__ Ordinance __ Resolution <u> X </u> Motion __ Info. Only __ Other	
Date Council Action Requested:	<u>1/14/14 RCM</u>
Ord/Res Exhibits:	
Review Dates:	<u>12/10/13 CSS</u>
Prepared By:	<u>Kit Ledbetter, Parks & Recreation Director</u>
Director:	<u></u>
City Attorney:	<u>Mark A. Johnson, Sr. Asst. City Atty</u>
Finance:	<u></u>
BARS #:	<u>N/A</u>
City Manager:	<u></u>
Applicable Fund Name:	<u>N/A</u>

3/2
KSL

SUMMARY:

This Motion authorizes the City to enter into an Interlocal Joint Use Agreement with the Highline School District 401 and the cities of Burien, Des Moines, Normandy Park and SeaTac.

DISCUSSION / ANALYSIS / ISSUES:

At the October 9, 2012 Regular City Council meeting Agenda Bill 3449 was approved to promote the development of a Joint Use Agreement between the Highline School District and the cities of Burien, Des Moines, Normandy Park and SeaTac. This Agenda Bill completes that task. Staff has been working on a Joint Use Agreement with the Highline School District as far back as 1997. This agreement isn't only about the use of school district facilities by the cities, but also the cities sharing each other's resources for the betterment of the quality of life of our residents and ease of access to open play spaces.

In late 2010, a small group of elected officials comprised of representatives from the Highline School District and the cities of Burien, Des Moines, Normandy Park, and SeaTac came together for the purpose of supporting and facilitating the completion of the cities Communities Putting Prevention to Work (CPPW) grant. The mission was to develop policies that support sustainable relationships, maximize resources, and services to support thriving families, schools, and communities. One of these deliverables was to support the development of a Joint Use Agreement that would apply to the Highline School District and the cities of SeaTac, Burien, Normandy Park and Des Moines.

RECOMMENDATION(S):

City staff recommends City Council approve the Motion.

FISCAL IMPACT:

None.

ATTACHMENTS:

Proposed Interlocal Joint Use Agreement

**INTERLOCAL JOINT USE AGREEMENT BETWEEN
HIGHLINE SCHOOL DISTRICT NO. 401
AND THE
CITIES OF BURIEN, DES MOINES, NORMANDY PARK and SEATAC**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 1st day of December, 2013 by and between the Highline School District No. 401 and the Cities of Burien, Des Moines, Normandy Park and SeaTac, which are municipal corporations under the laws of the State of Washington, and hereinafter referred to as "HSD" and "City" or "Cities" respectively.

RECITALS

WHEREAS, the Cities and HSD have agreed to coordinate and collaborate with respect to planning and implementation of policies concerning health promotion and active living for the benefit of the citizens of their respective jurisdictions; and

WHEREAS, chapter 39.34 RCW (**Interlocal Cooperation Act**) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on the basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organizations that will accord best geographic, economic population, and other factors influencing the needs and development of local communities; and

WHEREAS, HSD is the owner of real property in the Cities, including facilities and active use areas that are suitable for community recreational purposes when not being used by HSD, and each City is the owner of real property, including facilities and active use areas that are suitable for school purposes when not being used by the Cities; and

WHEREAS, the Cities and HSD are authorized to enter into agreements with one another to maximize available opportunities by cooperating to improve the overall health of their citizens and students, to provide community recreation and student activities, and to cooperate in the betterment of the community; and

WHEREAS, the Cities and HSD desire to enter into an agreement to provide for the use of Cities' facilities by HSD, for the use of Cities' facilities by Cities, and for the use of HSD facilities by Cities, in order to promote efficient facility use and increase recreational opportunities for the communities; and

WHEREAS, an Interlocal Agreement for shared facility use would allow and encourage the Cities and HSD to work together to utilize existing outdoor and indoor facilities and to plan, develop, upgrade and build similar facilities for joint use.

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between the Cities and HSD as follows:

I. HSD Use of Cities' Facilities

- A. Upon request, HSD schools may have access and shared use privileges to certain facilities located in the Cities, including the Cities' parks, recreation areas and meeting spaces attached hereto as Exhibit A, for the purpose of public primary and secondary education and associated student programs sponsored and managed by HSD, on the terms and conditions as set forth in this Agreement.
- B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms, classrooms and recreational portions of the buildings, such as gymnasiums or classrooms that may be used for recreational or community education programs.

The use by HSD of Cities' facilities (except for those facilities covered under separate agreements between HSD and each City), including scheduling and reservations, shall be controlled by and subject to each City's designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

II. Cities' Use of HSD Facilities

- A. Upon request, each City may have access to and shared use privileges to certain HSD facilities, attached hereto as Exhibit A, for the purpose of community recreation programs and City-sponsored community meetings and educational programs managed by the Cities, on the terms and conditions as set forth in this Agreement.
- B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms and recreational portions of the buildings, such as gymnasiums or other rooms that may be used for recreational or community education programs.
- C. The use by the Cities of HSD facilities (except for those facilities covered under separate agreements between HSD and each City), including scheduling and reservations, shall be controlled by and subject to HSD designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

III. Cities' Use of Cities' Facilities

- A. Upon request, each City may have access to and shared use privileges to certain other Cities' facilities, attached hereto as Exhibit A, for the purpose of community recreation programs and City-sponsored community meetings and educational programs managed by the Cities, on the terms and conditions as set forth in this Agreement.
- B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms, classrooms and recreational

portions of the buildings, such as gymnasiums, or classrooms that may be used for recreational or community education programs.

- C. The use by a City of other Cities' facilities (except for those facilities covered under separate agreements between each City), including scheduling and reservations, shall be controlled by and subject to the Cities' designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

IV. General Use of Facilities

- A. Use of all facilities shall be in accordance with the regular procedures of the agency owning the facility as provided for by the Laws of the State of Washington and the rules and regulations of the respective agencies, except as otherwise provided in this Agreement.
- B. Fees may be charged for direct costs incurred by a City or HSD as a result of a particular activity, such as when a given use results in non-scheduled labor costs or other direct costs are attributable to a specific use of a facility, or when in the view of the facility owner a facility was left unkempt or damaged. In this case, the Cities and HSD agree to reimburse one another for their share of expenses upon written invoice for direct costs that are a consequence of facility use. Fees for indirect costs shall not be reimbursed.
 - i. In accordance with generally accepted accounting principles, "Direct Costs" are those costs that are incurred directly as the result of a particular scheduled project, instructional or recreational activity, or any other institutional activity, or that can be directly assigned to such activities.
 - ii. "Indirect Costs" are those costs that are incurred for common or multiple objectives and therefore cannot be readily and specifically attributed to a particular sponsored project, instructional or recreational activity, or any other institutional activity such as depreciation, normal "wear and tear" of facilities, overhead or administrative expenses.
- C. Scheduling of dates for use of Cities' and HSD facilities shall be worked out in advance to avoid conflicts. Once a date is booked, the parties agree to honor the scheduled commitment. In cases of extreme unforeseen conflict requiring a reservation change, the facility owner, to the extent possible, is expected to offer access to an appropriate alternative facility. To ensure effective communication between Cities and HSD, each agency shall provide to one another a list of primary contact persons whose responsibilities are to schedule, maintain or program facilities.
- D. The Interagency Team established in Section X shall meet regularly to develop a master schedule for joint use of HSD and Cities' facilities to discuss and allocate facility use planned by the HSD, Cities, and third parties. The Interagency Team shall schedule quarterly meetings or at such other times as mutually agreed upon by the HSD and Cities.

At these meetings, the HSD and Cities will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming seasonal schedule.

- E. Previously scheduled use of any facility shall supersede priority of use criteria in Article VI (Priority of Use).
- F. Parking is permitted in designated areas only. Vehicle parking on HSD playgrounds or City park or field areas is strictly prohibited and is grounds for denial of future use.
- G. Any party utilizing a facility under this agreement agrees to provide appropriate supervision of participants to monitor they remain in reserved areas and act appropriately. Repeated breach of this provision may result in denial of future use.

V. Indemnify and Hold Harmless

Each party agrees to indemnify, save and hold harmless the other parties and all their officers, agents and employees from any claims, costs, expenses or liability (including reimbursement for all legal costs and reasonable attorney's fees) for any and all claims for damages or injuries to persons, property or agents of the user which arise from its negligent or intentional acts or omissions. In the event of such claims or lawsuits, each party shall assume all costs of its defense thereof and shall pay all resulting judgments that may be obtained against it or its agents or employees. Further, each party has insured against its own liability herein and will promptly notify the other of any material changes in such coverage.

Any claims for liability arising out of the failure to maintain facilities or keep them in good structural repair, unless such failure is caused by the acts of the user, its agents, employees or invitee, shall be the responsibility of the owner and the indemnification by the user herein shall not include such claims.

VI. Priority Use

- A. HSD facility use is prioritized in the following order:
 - 1) School use, school functions, and HSD-sponsored events, including groups directly sponsored or associated with HSD, such as student groups or PTSA organizations.
 - 2) Cities' recreation and community programs provided for the general public.
 - 3) All other uses as determined and prioritized by HSD.
- B. Cities' facility use is prioritized in the following order:
 - 1) Cities' use, Cities' functions, and Cities' sponsored events, including recreational and community programs provided by the Cities for or directly benefitting Cities' residents.

- 2) Programs for the purpose of public primary and secondary education and associated student programs sponsored and managed by HSD.
- 3) Other Cities' community recreation programs and City-sponsored community meetings and educational programs managed by such other Cities.
- 4) All other uses as determined and prioritized by each City.

VII. Termination of Agreement

This Agreement provides for a program of community recreation and educational activities using Cities and HSD facilities. It is intended to establish the general understanding of the Parties and is in addition to any other agreement between HSD and the Cities pertaining to the use of specific facilities at a particular named site belonging to HSD and the Cities. This Agreement shall remain in full force and effect in accordance with Section IX so long as HSD and the Cities shall maintain and operate facilities capable of joint or shared recreation use; provided, however, that (i) this Agreement may be amended by mutual written consent, and (ii) this Agreement may be terminated by either HSD or any of the Cities, without cause, on at least ninety (90) days' written notice to the other parties of its election to terminate.

VIII. Periodic Reviews and Revisions to Agreement

The Cities and the HSD agree to meet jointly to review this Agreement after one year and then subsequently every three years. Revisions to the Agreement are valid only with the mutual written consent of all Parties.

IX. Term

Subject to Article VII of this Agreement (Termination of Agreement), the term of this Agreement shall be from January 1, 2014 through and including December 31, 2016. At the end of this three (3) year period, the Agreement shall automatically renew for periods of three (3) years, unless any Party gives the others written notice of its intent not to renew the Agreement at least ninety (90) days before the expiration of this Agreement.

X. Interagency Team

Pursuant to RCW 39.34.030(4)(a), HSD and the Cities each hereby appoint an Agreement Administrator to the Interagency Team, which shall be responsible for administering this Agreement. The Parties hereby designate HSD's [**Chief Operations Officer**], and each City's [**Parks and Recreation Director**], to serve as their respective Agreement Administrators. This Agreement does not create a separate legal or administrative entity, and consequently is being administered in accordance with RCW 39.34.030(4).

XI. Dispute Resolution

In the event of a dispute between the parties arising under this Agreement, the Directors of Parks and Recreation of the Cities and the Chief Operations Officer of the HSD shall meet to attempt to resolve the dispute within thirty (30) days from notice. If they are unable to resolve the dispute within forty-five (45) days from notice, the City Managers of the Cities and the Superintendent of HSD shall meet to attempt to resolve the dispute within sixty (60) days from notice. If they are unable to resolve the dispute within ninety (90) days from notice, the parties shall submit the dispute to a mutually agreed upon private arbitrator for a binding resolution. In the event the parties cannot agree on an arbitrator, one will be appointed by the Presiding Judge of the King County Superior Court, with costs of arbitration borne equally. Each party will be responsible for their own attorneys' fees and costs related to said arbitration.

XII. Miscellaneous

- A. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and shall not be added to or supplemented without written amendment mutually agreed upon by the Parties.
- B. The Parties provide no, and disclaim any and all, expressed or implied warranties of any kind, including, but not limited to, the warranty of fitness for a particular purpose, in connection with or arising out of the activities under this Agreement.
- C. HSD and the Cities shall maintain records necessary to carry out the purposes of this Agreement.
- D. This Agreement and all questions concerning the capacity of the Parties, execution, validity (or invalidity), and performance of this Agreement, shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. This Agreement has been negotiated and drafted by both Parties and is not to be construed in favor of either Party.
- E. Nothing herein shall be interpreted to create any right or liability with respect to any person or entity not a signatory to this Agreement.
- F. The Parties are independent entities and nothing in this Agreement creates any agency relationship.
- G. Any notice given by the Parties to the other under the provisions of, or with respect to, this Agreement shall be in writing, delivered in person or by certified mail to the following addresses:

Highline School District No. 401
ATTN: Superintendent
15675 Ambaum Blvd. SW
Burien, WA 98166

With a Copy to:
Highline School District No. 401
ATTN: Chief Operations Officer
15675 Ambaum Blvd. SW
Burien, WA 98166

City of Burien
ATTN: City Manager
400 SW 152nd Street, Suite 300
Burien, WA 98166

City of Des Moines
ATTN: City Manager
21630 11th Avenue South, Suite A
Des Moines, WA 98198

City of Normandy Park
ATTN: City Manager
801 SW 174th Street
Normandy Park, WA 98166

City of SeaTac
ATTN: City Manager
4800 South 188th Street
SeaTac, WA 98188-8605

or such other address(es) as each Party hereto may notify the other in writing.

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

<p>HIGHLINE SCHOOL DISTRICT NO. 401</p>	<p>By: _____ Dr. Susan Enfield, Superintendent</p> <p>Date: _____</p>	
<p>CITY OF BURIEN</p>	<p>By: _____ Craig Knutson, Interim City Manager By Direction of the Burien City Council in Open Public Meeting on _____, 2013.</p> <p>Date: _____</p>	<p>Approved as to Form: _____ City Attorney</p>
<p>CITY OF DES MOINES</p>	<p>By: _____ Anthony A. Piasecki, City Manager By Direction of the Des Moines City Council in Open Public Meeting on _____, 2013.</p> <p>Date: _____</p>	<p>Approved as to Form: _____ City Attorney</p>
<p>CITY OF NORMANDY PARK</p>	<p>By: _____ Glenn Akramoff, City Manager By Direction of the Normandy Park City Council in Open Public Meeting on _____, 2013.</p> <p>Date: _____</p>	<p>Approved as to Form: _____ City Attorney</p>
<p>CITY OF SEATAC</p>	<p>By: _____ Todd Cutts, City Manager By Direction of the SeaTac City Council in Open Public Meeting on _____, 2013.</p> <p>Date: _____</p>	<p>Approved as to Form: _____ City Attorney</p>

EXHIBIT A

HSD facilities available to Cities:

- Burien (Facilities available to City of Burien programs at no cost)
 - Gregory Heights Elementary School and campus
 - Hazel Valley Elementary School and campus
 - Highline High School
 - Hilltop Elementary School and campus
 - Seahurst Elementary School and campus
 - Shorewood Elementary School and campus
 - Southern Heights Elementary School and campus
 - Sylvester Middle School and campus

- Des Moines (Facilities available to City of Des Moines programs at no cost)
 - Des Moines Elementary School and campus
 - Marvista Elementary School and campus
 - Midway Elementary School and campus
 - Mt. Rainier High School and campus
 - Pacific Middle School and campus
 - Parkside Elementary School and campus
 - North Hill Elementary School and campus

- Normandy Park (Facilities available to City of Normandy Park programs at no cost)
 - Marvista Elementary School and campus

- SeaTac (Facilities available to City of SeaTac programs at no cost)
 - Bow Lake Elementary School and campus
 - Chinook Middle School and campus
 - Madrona Elementary School and campus
 - Tyee Educational Complex and campus
 - McMicken Elementary School and campus

Cities' facilities available to HSD and Cities:

- Burien (Facilities available to Burien schools and HSD Administration at no cost):
 - All City Parks
 - Burien Community Center
 - Burien Community Center Annex
 - Dottie Harper Park House
 - Burien City Hall Meeting Rooms
 - Burien City Hall North
 - Moshier Community Arts Center

- Des Moines (Facilities available to Des Moines schools and HSD Administration at no cost):
 - All City Parks
 - Des Moines City Hall Meeting Rooms
 - Des Moines Field House
 - Des Moines Activity Center

- Normandy Park (Facilities available to Normandy Park schools and HSD Administration at no cost):
 - All City Parks
 - Normandy Park City Hall Meeting Rooms
 - Normandy Park Recreation Center

- SeaTac (Facilities available to SeaTac schools and HSD Administration at no cost):
 - All City Parks
 - SeaTac City Hall Meeting Rooms
 - SeaTac Community Center
 - Highline SeaTac Botanical Garden
 - Sunset Playfields
 - Valley Ridge Sports Park