



City of SeaTac

Council Study Session Agenda

January 28, 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 #3572; A Motion authorizing the City Manager to enter into an agreement with Integrus Performance Advisors for Organizational Alignment and Continuous Quality Improvement Consultation (20 minutes)**
By: City Manager Todd Cutts / Assistant City Manager Gwen Voelpel
2. **Agenda Bill #3575; A Motion authorizing the City Manager to execute an agreement with the Washington State Department of Ecology for a \$200,000 Integrated Planning Grant (10 minutes)**
By: Economic Development Manager Jeff Robinson
3. **PRESENTATIONS – INFORMATIONAL ONLY:**
 - **Angle Lake Station Area Plan: First Project Update (20 minutes)**
By: Community & Economic Development Director Joe Scorcio / Senior Planner Kate Kaehny / Seattle Children's Principal Investigator / Public Health Seattle & King County Healthy Community Planning Program Manager Julie West
 - **Public Safety Statistics (10 minutes)**
By: Police Chief Lisa Mulligan

EXECUTIVE SESSION: To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price (42.30.110[1][b]) (15 minutes)

ADJOURN:



City of SeaTac

Regular Council Meeting Agenda

January 28, 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.)

3. PRESENTATIONS – Informational Only (Continued):

- **Police Meritorious Service Award Presentation to SeaTac Resident Tony Tolentino (10 minutes)**

By: Police Chief Lisa Mulligan

- **Appreciation Plaque to former Mayor Tony Anderson (5 minutes)**

By: Mayor Mia Gregerson

- **Somali Youth and Family Club (5 minutes)**

By: Program Managers Liban Abdulle and Shirwa Aden

- **Introduction of new City employee: Court Administrator Tricia Crozier (5 minutes)**

By: City Manager Todd Cutts

4. CONSENT AGENDA:

- **Approval of claims vouchers** (check nos. 105980 - 106148) in the amount of \$676,369.61 for the period ended January 17, 2014.

- **Approval of payroll vouchers** (check nos. 52009 - 52030) in the amount of \$147,026.78 for the period ended January 15, 2014.

- **Approval of payroll electronic fund transfers** (check nos. 80029 – 80163) in the amount of \$255,103.36 for the period ended January 15, 2014.

- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$51,683.05 for the period ended January 15, 2014.

Agenda Items reviewed at the January 14, 2014 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3576; A Resolution authorizing approval of a settlement of the remaining NPDES appeal issues

Agenda Bill #3573; A Motion authorizing the City Manager to execute an agreement extension for the Des Moines Creek Basin Operations and Maintenance Coordinator

Agenda Bill #3570; An Ordinance amending Sections 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

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

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:

5. **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

ACTION ITEM:

UNFINISHED BUSINESS:

NEW BUSINESS:

CITY MANAGER'S COMMENTS:

COMMITTEE UPDATES:

COUNCIL COMMENTS:

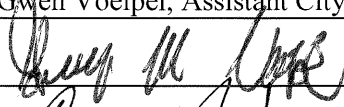
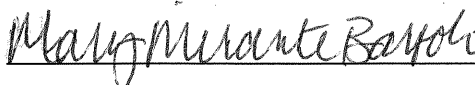
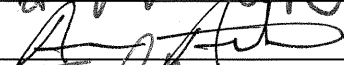
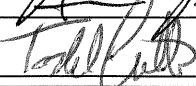
EXECUTIVE SESSION:

ADJOURN:

SeaTac City Council
REQUEST FOR COUNCIL ACTION
 Department Prepared by: City Manager's Office

Agenda Bill #: 3572

TITLE: Authorizing the City Manager to Enter into an Agreement with Integris Performance Advisors for Organizational Alignment and Continuous Quality Improvement Consultation

January 14, 2014	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>2/11/2014</u>	
Ord/Res Exhibits: <u>Consultant Services Agreement</u>	
Review Dates: <u>1/28/2014 CSS</u>	
Prepared By: <u>Gwen Voelpel, Assistant City Manager</u>	
Director: <u></u>	City Attorney: <u></u>
Finance: <u></u>	BARS #: <u>001 000 03 513 10 41 000 Prof Svcs</u>
City Manager: <u></u>	Applicable Fund Name: <u>General Fund</u>

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SUMMARY:

This motion would authorize the City Manager to enter into an agreement with Integris Performance Advisors for consultation related to organizational alignment coordination, strategic management system development and process improvement facilitation through December 31, 2016, in an amount not to exceed \$124,000.

DISCUSSION / ANALYSIS / ISSUES:

The City of SeaTac is committed to developing tools and processes to more closely align the work of staff with the needs of the customer. The City is also interested in being able to better quantify how the City is reaching its goals through a strategic management system that includes relevant performance measures. Additionally, the City staff would benefit from receiving assistance to reduce or eliminate waste by streamlining processes.

To that end, in late 2012 the City of SeaTac contracted with Integris Performance Advisors to assist with strategic planning, performance management and process improvement—colloquially named the “Align and Improve” effort. Since, staff has updated the Council on several occasions regarding progress to date, which includes:

- Conducting the first Citywide employee survey and follow-up focus groups
- Creating a Citywide “road map” to include an organizational mission, values, 3-5 year goals, initiatives to help achieve those goals
- Creating a “dashboard” of Citywide measures for two years and five years to monitor achievement of the 3-5 year goals
- Training City staff on Lean Six Sigma tools and phases including half-day workshops offered to all employees and more intense training/mentoring on a smaller scale to build bench strength
- Facilitating four process improvement projects—right-of-way permits, business licensing, job audits and the Council agenda preparation process

The work builds on the previous contracted work with Integris. Because the City is just beginning this journey and building comfort with the tools and processes, the City Manager has determined that Integris Performance Advisors is the best firm to assist the City of SeaTac going forward.

The new scope of work includes creating organizational alignment, developing a strategic management system and coordinating process improvement project:

SCOPE	DELIVERABLES	TIMELINE
Strategic management system	<ul style="list-style-type: none"> • “Road map” for each department tied to Citywide goals • Citywide finalized dashboard including standard review process • Updated departmental goals and departmental dashboards including missions, values, goals and performance measures • Workshop for up to 55 managers on “Five Dysfunctions of Team” • Recommendations and follow-up plan for supporting a high performance organization 	March-September 2014
Process improvement/ Lean Six Sigma	<ul style="list-style-type: none"> • Train City employees on Lean Six Sigma • Mentor internal resources to build internal bench-strength for training and facilitation of events • Achieve Project Results as defined by the project problem and scope • Develop communication channels for Lean Six Sigma at the City 	June 2014-June 2015

The ultimate goal of this effort is to create in-house capacity to lead future strategic management system and process improvement efforts, thus reducing or eliminating the need for outside assistance. In each phase, staff will be trained, coached and mentored to take on greater roles.

RECOMMENDATION(S):

It is recommended that the Motion be carried.

FISCAL IMPACT:

\$124,000 is included in the 2013-2014 General Fund Budget for this contract.

ALTERNATIVE(S):

1. **Deny contract.** The City Council could: a) Request that the City Manager issue a RFP for this work; b) request that the City could attempt to perform some level of organizational alignment, strategic management system development and process improvement on its own using existing staff and skills; or c) the Council could choose to create a temporary position to facilitate and perform the work of the consultant. The City may not have the adequate resources and expertise to take on the entire body of work internally. Neither of the other options has been explored.
2. **Reduce amount of contract.** The City Council could request a reduced contract amount. In that case, the City would have to determine which element(s)—organizational alignment, strategic management system development or process improvement—to either reduce or delay. Following, the City would need to restart the Request for Proposals and selection process with the new scope of work.

ATTACHMENTS:

Consultant Services Agreement: Organizational Alignment and Continuous Quality Improvement



City of SeaTac

Consultant Services Agreement:

ORGANIZATIONAL ALIGNMENT & CONTINUOUS QUALITY IMPROVEMENT

THIS CONTRACT is made and entered into effective upon the date of the final signature attached hereto, by and between the City of SeaTac, a code city and municipal corporation of the State of Washington, hereinafter referred to as the "City," and Integris Performance Advisors, hereinafter referred to as the "Consultant" on the following terms and conditions.

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 PERIOD. The Consultant shall not begin work under this Contract until authorized to do so in writing by the City. All work shall be completed by December 31, 2016. The established completion date may be extended by the City in its discretion. A prior, written agreement executed by both parties is required to extend the completion date.
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 work and materials furnished under this Contract.
5. COMPENSATION AND REIMBURSEMENT OF EXPENSES. The City shall pay to the Consultant compensation and expenses in an amount not to exceed \$124,000. The Consultant shall bill the City monthly for services rendered in the previous month.
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 reports, records, training materials, presentations, fact sheets, and other documents produced during or as a result of services rendered pursuant to this Contract shall be the property of the City 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 non-

discrimination in hiring and employment practices, and assuring the service of all clients, customers or involved members of the public without discrimination.

9. INSURANCE. Consultant shall provide proof of automobile insurance and keep such insurance in force during the entire term of the contract.
10. LICENSING. Consultant shall obtain and retain State of Washington and City of SeaTac business licenses for the duration of the contract.
11. INDEMNIFICATION. Consultant shall indemnify and hold harmless the City and its officers, agents and employees 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.
12. 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.
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, but not sooner than thirty (30) days from date of such notice, providing that the Consultant shall complete and be compensated for any project 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 the Managing Partner on behalf of the Consultant and the Assistant City Manager on behalf of the City. Any written notices required by terms of this Contract shall be served or mailed as follows:

<u>If to the City:</u> Assistant City Manager City of SeaTac - City Hall 4800 S. 188 th Street SeaTac, WA 98188	<u>If to the Consultant:</u> Managing Partner Integrus Performance Advisors 1547 Palos Verdes Mall #139 Walnut Creek, CA 94596-2228
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15. MERGER AND AMENDMENT. This Contract contains the entire understanding of the parties with respect to the matters set forth herein any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by all parties hereto.

CITY OF SEATAC

INTEGRIS PERFORMANCE ADVISORS

By: _____

By: _____

Name: Todd Cutts

Name: Brett Cooper

Title: City Manager

Title: Managing Partner

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

Attachment A: Scope of Services

In order to achieve organizational alignment, enhance performance measurement and improve processes, Consultant shall provide the following services:

Process Improvement Facilitation/Implementation

The Consultant will continue to scope, facilitate and document process improvement efforts including process walks and rapid improvement events. An overarching goal of this effort is to work to develop staff to lead their own efforts absent the Consultant. The effort to train staff to create internal bench strength for future process improvement efforts will continue with this new contract. Consultant will also work with leaders to train them in how to apply Lean management tools.

Objectives:

- Facilitate process improvement projects to improve results for customers and stakeholders and reduce frustration for staff.
- Build internal capability for facilitating and implementing process improvement projects within the City of SeaTac.
- Provide City administrative leaders with appropriate tools to implement Lean practices across the organization in a coordinated and comprehensive approach.

Deliverables:

- Facilitated sessions resulting in improved processes including documentation of refined processes and results. Projects will be determined in consultation with City executive staff. Estimated timeframe: June 2014 – January 2015.
- Lean Six Sigma training/experience for staff members as identified by the City administration. Includes training, mentoring, and helping employees plan, facilitate, and execute process improvement activities to deliver results. A minimum of 17 Consultant days of support is forecasted for facilitating sessions (above) and training/mentoring staff. Estimated timeframe: June 2014 – June 2015.
- Leader standard work training. Includes two 2-day workshops for up to 55 directors, managers and supervisors including materials to help leaders design and use visual management boards, identify process opportunities, and incorporate process improvement follow-up methods. Includes up to four days of support to design, use and implement standard work practices. Estimated timeframe: September 2014 – June 2015.

High Performance Team Training/Development

The Consultant will facilitate the City of SeaTac's leadership team's participation in a workshop currently titled "The Five Dysfunctions of a Team." The workshop has the leadership team address each of the Five Dysfunctions: Building Trust, Mastering Conflict, Achieving Commitment, Embracing Accountability, and Focusing on Results.

Objectives:

- Develop a high performing City of SeaTac leadership team to improve productivity and problem solving ability.
- Create a shared set of conflict resolution, results orientation and other top-notch leadership behaviors to support the Align and Improve effort.

Deliverables:

- Two one-day workshops for up to 55 directors, managers and supervisors including all planning, agenda preparation, communications and materials (pre- and post-workshop). Estimated timeframe: April 2014.
- Evaluations of workshops from participants including key learnings and recommendations for how to operationalize new behaviors and employ new team tools consistently. Estimated timeframe: April 2014.
- Recommendations from Consultant for follow-up actions in simple report format to include actions, frequency and participants. Estimated timeframe: April 2014.

Strategic Management System Construction

The Consultant will assist with the cascading process from the Citywide “Road Map” including mission, values, goals and measures. The work will entail developing department level missions, values, goals and measures that will be captured in department dashboards. This body of work also entails the Consultant assisting in building an 18-month timeline of actions to support a high performance organization including actions to ensure permanency of alignment and support a continuous improvement culture.

Objectives:

- Develop a sustainable framework Citywide to support a high performance organization, including a set of tools and practices that sustain alignment at the Citywide and department levels.
- Operationalize the Citywide dashboard to include a quarterly review process, communication methodology with key messages and recommendations for tracking progress towards two- and five-year targets.
- Train departments/facilitate development of departmental dashboards.

Deliverables:


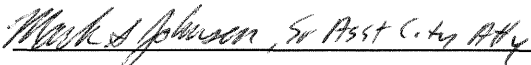


- Long-term action plan for a high performance organization including two days of workshop on high performance organization framework and an 18-month plan of action. Estimated timeframe: February 2014.
- Departmental training on dashboard development to include up to four days of workshop time and an hour of facilitator mentoring/support. Estimated timeframe: March 2014.
- Departmental dashboard development equal to up to two days of Consultant time. Estimated timeframe: March – September 2014.
- Implementation and documentation of quarterly Citywide and departmental review process. Estimated timeframe: September 2014.

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Community & Economic Development

Agenda Bill #: **3575**

TITLE: A Motion authorizing the City Manager to execute an agreement with the Washington State Department of Ecology for a \$200,000.00 Integrated Planning Grant.

January 22, 2014	
___ Ordinance ___ Resolution <u>X</u> Motion ___ Info. Only ___ Other	
Date Council Action Requested: <u>RCM 2-11-14</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 1-28-14</u>	
Prepared By: <u>Jeff Robinson, Economic Development Manager</u>	
Director: <u></u>	City Attorney: <u></u>
Finance: <u></u>	BARS #: <u>308.334.03.10.009</u>
City Manager: <u></u>	Applicable Fund Name: <u>Light Rail Station Areas CIP</u>

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SUMMARY: This Motion authorizes the City Manager to execute an agreement, in substantially similar form as attached hereto, with the Washington State Department of Ecology (DOE) for an Integrated Planning Grant (IPG) in the amount of \$200,000.00 for enhanced environmental assessment and site planning and market assessment in the South 154th Street Station Area.

DISCUSSION / ANALYSIS / ISSUES: In April, 2013, the City Council authorized the execution of a Purchase and Sale Agreement with a one-year due diligence period for acquisition of property in the South 154th Street Station Area. This property will add to the current land assemblage that includes the SeaTac Center, and increases the City's ability to guide the future transit-oriented development (TOD) of this portion of the South 154th Street Station Area. This IPG will allow the City to complete the due diligence of the property, assist in the analysis of future market opportunities, and help plan for the eventual redevelopment of the area. The completion of the environmental aspects of this due diligence process will create a pathway to finalizing the acquisition of the site if the Council deems appropriate, and will allow the City to enter into a plan of action with the State that makes available future grant funds for mitigation. These grant funds are from the State's Local Toxic Controls Account and require no match of any kind from the City.

The work tasks associated with this grant are:

1. Site Characterization, including:
 - Negotiation of a work plan with Ecology to characterize the nature and extent of contamination on the Property;
 - Targeted on- and off-site sampling to fill in data gaps from the previous Phase II Environmental Site Assessment investigation to better characterize the nature and extent of contamination;
 - Analysis of sampling results and review with Ecology;
 - Additional sampling, if needed, to fill data gaps to develop a complete understanding of contamination and to identify the affected area, if feasible; and
 - Development of cleanup alternatives that align with redevelopment plans and cost estimates for remediation.

2. Screening of Cleanup Options: This phase includes developing potential options for the cleanup of the contaminated site. The remediation options will be designed to support the future use of the site. Opportunities for cost savings and efficiencies between cleanup and

redevelopment will be identified. This study will provide the City with planning level order-of-magnitude cleanup cost estimates and position the site for cleanup funding.

3. **Redevelopment Planning / Development Strategy:** This includes a market assessment to update and refine an understanding of market demand for the TOD project. This market information will support the City in creating a strategy that will consider alternatives for soliciting developers. This might include development of an RFP process, a recommended structure for a potential public-private partnership, consideration of tools such as development agreements, and information about whether to lease or sell the property. The final strategy will provide the appropriate balance of development risk between meeting the City's goals and targeting market responsiveness.
4. **Site Design:** The site design process will include integrating the environmental remedy into the 2006 Station Area Plan, molding aspects of the development so as to accommodate long-term cleanup objectives. The design process will incorporate a risk assessment and strategy, as well as recommendations for engineered and institutional controls.
5. **Implementation Strategy:** This will include providing a pathway for achieving regulatory closure, managing risk, and financing cleanup and redevelopment. The report will articulate a risk management strategy, including approaches for phased development, and will provide the City with the tools necessary to engage developers and position the property for redevelopment.

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

FISCAL IMPACT: The City will receive \$200,000 from DOE to contract for additional services to complete due diligence activities in the South 154th Station Area.

ALTERNATIVE(S): Do not pass the Motion. However, this is not recommended as this means the Council would make a determination as to the efficacy of closing on the purchase of the site with an incomplete due diligence process.

ATTACHMENTS: 1) Agreement for Integrated Planning Grant.



DEPARTMENT OF
ECOLOGY
State of Washington

REMEDIAL ACTION GRANT AGREEMENT G1400486
BETWEEN THE
STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY
AND THE
CITY OF SEATAC

This is a binding agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and the City of SeaTac, hereinafter referred to as the "RECIPIENT," to carry out the activities described herein.

RECIPIENT ADDRESS	4800 South 188 th Street SeaTac, WA 98188
RECIPIENT REPRESENTATIVE	Todd Cutts, City Manager
RECIPIENT PROJECT MANAGER	Jeff Robinson, 206-973-4812
RECIPIENT FINANCIAL MANAGER	Debra McClung, 206-973-4840
ECOLOGY FINANCIAL MANAGER	Lydia Lindwall, 360-407-6210
ECOLOGY PROJECT MANAGER	John Means, 360-407-7188
FUNDING SOURCE	Local Toxics Control Account (LTCA)
MAXIMUM ELIGIBLE COST	\$200,000
STATE GRANT SHARE	\$200,000
RECIPIENT GRANT SHARE	\$0
MAXIMUM STATE SHARE PERCENT	100%
FEDERAL TAX IDENTIFICATION NUMBER	91-1461832
EFFECTIVE DATE OF THE AGREEMENT	November 1, 2013
EXPIRATION DATE OF THE AGREEMENT	December 31, 2014

ATTACHMENT 1

PART 1: SITE HISTORY AND BACKGROUND

Site Description:

Betty Brite Cleaners, (parcel #0043000020) is located at 15201 – 15215 Military Road South, near the intersection of International Boulevard (State Route 99) and South 152nd Street, just south of the City of Seattle. The RECIPIENT has an existing agreement to purchase the property where the Betty Brite Cleaners is located. ECOLOGY assigned FSID 65773341 to Betty Brite Cleaners as a Hazardous Waste Generator beginning in 1994.

The property consists of approximately a half acre of commercial land and six distinct small businesses. Primary uses on the property include a diner, the Betty Brite Cleaners, a small market, beauty supply store, and office space. Similar uses have existed since the development of the property in 1959. The structures are low density structures in poor and deteriorating condition. A large portion of the property is covered in impervious asphalt and used for parking.

The RECIPIENT owns approximately 4.5 acres of property in other parcels (parcels 0043000013, 0043000015, 004300018, and 004300019) immediately adjacent to the property. These adjacent parcels currently include parking, retail, and residential uses.

The Betty Brite Cleaners site is within the area covered by the Station Area Action Plan and special zoning standards for the South 154th Street/Tukwila/International Boulevard Link light rail station. The site is adjacent to the Link light rail station and is the terminus for several different bus lines, including the Rapid Ride F Line. As many as 3,000 people are anticipated to pass through the light rail station daily by 2020.

Problem to be Addressed:

The Integrated Planning Grant (IPG) will be used to address contamination at the Betty Brite Cleaners site due to dry cleaner operations and possibly a heating oil tank. In conducting due diligence on the property at 15201 – 15215 Military Road South, the RECIPIENT discovered evidence of tetrachloroethene (PCE) contamination in groundwater from a dry cleaner located on the property. Studies conducted in 2009 confirmed the presence of dry cleaning-related chemicals in excess of associated cleanup levels in soil, soil vapor, and groundwater.

Findings from the previous environmental studies have resulted in potential developers abandoning consideration of the property for redevelopment, with conditions on the property continuing to deteriorate. The nature and extent of the impacts identified in 2009 have not been delineated, and a risk screening was not performed as part of the Phase II Environmental Site Assessment (ESA) activities. Further investigation and cleanup activities are likely required to address this contamination. The level of effort and associated costs necessary to remediate the site remain unknown.

In addition, environmental reports indicate the presence of an inactive oil furnace located behind one of the businesses at the Betty Brite Cleaners site. The existence of the furnace presents the possibility that a heating-oil storage tank remains onsite.

These environmental conditions present a hindrance to future development and previously interested private parties have abandoned consideration of the property upon learning of the soil and groundwater contamination. The property is widely recognized as being underutilized.

Purpose of the Project:

The RECIPIENT's proposal to purchase and redevelop the property at 15201 – 15215 Military Road South as part of the South 154th Street Station Area Action Plan presents an opportunity to also remediate contamination at the Betty Brite Cleaners site, thus eliminating threats to public health and the environment. This project's goal is to expedite cleanup of the Betty Brite Cleaners site while integrating planning and studies related to cleanup of the site, reuse of the property, and redevelopment of the surrounding station area.

The RECIPIENT has an agreement to acquire the property at 15201 – 15215 Military Road South, which is a key parcel adjacent to the light rail station. The RECIPIENT has a due diligence period associated with their agreement to acquire the property. A purpose of this project is for the RECIPIENT to complete environmental assessment and planning-level cleanup cost estimating to help the RECIPIENT decide if they will complete the property transaction.

The regular influx of people into the surrounding transit station area translates into social and economic opportunities for the RECIPIENT, area property owners, businesses, and future developers. To capitalize on these social and economic opportunities, this IPG will support the RECIPIENT in creating a strategy for sustainable redevelopment that incorporates public engagement, aligns with current market conditions, and accommodates potential pathways for long-term compliance with the Model Toxics Control Act (MTCA).

Transit-oriented development (TOD), which encourages high density infill development and decreases car dependency, is considered one model for achieving sustainable development. The RECIPIENT's proposal for the area includes redevelopment of the underutilized property at 15201 – 15215 Military Road South, in conjunction with other parcels at the intersection of International Boulevard and South 154th Street, to create a comprehensive transit-oriented community.

Implementation of TOD could maximize commercial, residential, and open space in the vicinity of the light rail station. Such development is intended to spur economic activity by enabling new and expanded uses adjacent to the light rail station. This IPG will assist the RECIPIENT in exploring options to remediate contamination while implementing TOD principles in the station area.

This IPG leverages substantial local and regional investments in the station area. In addition to revitalizing the area, the purchase, cleanup, and redevelopment of this property would have the potential to create new jobs and increase public revenues. This IPG will be used to reduce the uncertainty that has discouraged action by private-sector developers. Work performed with the IPG will allow the RECIPIENT to overcome the current limiting factors for redevelopment in the station area by providing information about approaches to seek regulatory closure for cleanup, finance cleanup and redevelopment, and manage risk throughout the project.

PART 2: SCOPE OF WORK

The tasks set forth below summarize the RECIPIENT's activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY in the current budget.

TASK 1: J003 REMEDIAL INVESTIGATIONS

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform Remedial Investigations at the site consistent with the purpose of this grant project. This includes sampling and analysis costs, identification and testing of sources of contamination, surveying/mapping, data management, reports, and project management.

Eligible costs may include:

- Preparation of a work plan, in consultation with ECOLOGY, to characterize the nature and extent of contamination at the Betty Brite Cleaners site.
- Targeted on-site sampling in accordance with the work plan to fill in data gaps from the previous Phase II ESA.
- Analysis of sampling results.
- Comparison of chemical concentrations against MTCA cleanup standards.
- Review of analysis and sampling results with ECOLOGY.
- Additional sampling, if needed, to fill data gaps.
- Preparation of an environmental site assessment report.

Environmental documents developed under this task will align with MTCA requirements, but may or may not meet the standard of a final remedial investigation depending on the complexity of the site. Sampling conducted with IPG funds will be focused on identifying the full extent of contamination.

The RECIPIENT shall provide the ECOLOGY Project Manager with copies of all reports and deliverables developed under this task.

TASK 2: J004 FEASIBILITY STUDY AND REMEDY SELECTION

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform the Feasibility Study consistent with the purpose of this grant project, including remedy selection and development of the cleanup action plan. Eligible costs may include pilot tests, treatability studies, stormwater source control engineering studies, green remediation alternatives analysis, Environmental Impact Statements, data management, and public involvement.

Draft and final reports prepared under this task may include:

- Development of cleanup alternatives that align with redevelopment plans.
- Planning-level order-of-magnitude cleanup cost estimates.
- Brief report describing and comparing remediation options and end-cost estimates.

Environmental documents developed under this task will align with MTCA requirements, but may or may not meet the standard of a final remedial investigation and feasibility study depending on the complexity of the site. The RECIPIENT shall provide the ECOLOGY Project Manager with copies of all reports and deliverables developed under this task.

TASK 3: J008 INTEGRATED PLANNING

This task funds RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to prepare an integrated approach to cleanup and redevelopment that incorporates community involvement, development strategies, site design, and implementation strategies. Eligible costs may include those incurred performing activities to:

- Conduct interviews with key stakeholders.
- Plan and hold a community workshop to solicit input on cleanup remedies and future development.
- Present findings of this project to the RECIPIENT'S City Council.
- Conduct a market assessment.
- Host a technical assistance panel through the Urban Land Institute (ULI).
- Prepare a report with recommendations from ULI panel of national experts.
- Integrate the environmental remedy into the South 154th Street Station Area Action Plan.
- Incorporate a risk assessment and strategy into the site design.
- Prepare a memorandum outlining design principles for engineered and institutional controls appropriate for redevelopment of the site.
- Prepare title and boundary line information (ALTA survey) for the property at 15201 – 15215 Military Road South.
- Prepare a targeted format report synthesizing environmental and redevelopment challenges and opportunities and strategy for moving the project forward.
- Conduct research or studies relevant to multiple tasks or sites.

The RECIPIENT shall provide the ECOLOGY Project Manager with copies of all reports and deliverables developed under this task.

Grant No. G1400486
 Betty Brite Cleaners - IPG
 City of SeaTac

PART 3: FUND SOURCE AND BUDGET

A. FUND SOURCE

Total Eligible Project Cost		\$200,000
Fund	Fund Share (%)	Maximum Fund Amount
Local Toxics Control Account (LTCA)	100%	\$200,000
Match Requirement	Match Share (%)	Match Amount
Cash Match	0%	\$0

B. BUDGET

<u>Grant Tasks</u>	<u>Estimated Eligible Cost</u>	<u>Estimated Maximum Fund Amount</u>	<u>Estimated Start Date</u>	<u>Estimated End Date</u>
1. J003 REMEDIAL INVESTIGATIONS	\$100,000	\$100,000	11/1/2013	7/31/2014
2. J004 FEASIBILITY STUDY AND REMEDY SELECTION	\$25,000	\$25,000	11/1/2013	7/31/2014
3. J008 INTEGRATED PLANNING	\$75,000	\$75,000	11/1/2013	12/31/2014
TOTAL:	\$200,000	\$200,000	11/1/2013	12/31/2014

C. BUDGET CONDITIONS

1. Any work performed or costs incurred prior to the effective date or after the expiration date of this agreement is at the sole expense of the RECIPIENT.
2. Overhead is eligible at a rate of up to 25 percent of RECIPIENT staff salaries and benefits for time devoted to tasks outlined in this agreement.
3. The RECIPIENT shall provide ECOLOGY a list of staff that will be working on the project, their title and role, the percentage of time they will devote to grant projects, their salary rate, and their benefit rate.
4. To increase or decrease state funding or change the scope of work, ECOLOGY requires a formal amendment. Reallocating funds among grant tasks may be performed through a letter amendment.

PART 4: SPECIAL TERMS AND CONDITIONS

A. ARCHEOLOGICAL AND CULTURAL RESOURCES

The RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. RECIPIENT shall immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this agreement. In the event that historical or cultural artifacts are discovered at the project site, the RECIPIENT shall also notify the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. Applicability of the National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact historic properties (such as invasive sampling, dredging, or cleanup actions).

B. BILLING

1. Unless otherwise approved in writing by the ECOLOGY Financial Manager, the RECIPIENT shall submit a payment request to ECOLOGY quarterly.
2. The RECIPIENT shall submit payment requests on ECOLOGY provided forms that include an A-19, B2, C2, E, and a progress report, unless alternative forms are approved by the ECOLOGY Financial Manager.
3. Except for the A-19, ECOLOGY prefers the electronic submittal of payment requests and backup documentation. If the RECIPIENT submits paper copies, the RECIPIENT must submit one copy to the ECOLOGY Financial manager, and one copy to the ECOLOGY Project Manager.
4. The final payment request shall include a Final Project Report on ECOLOGY provided forms unless otherwise approved by the ECOLOGY Financial Manager.
5. In-kind services are not eligible for match.
6. Legal costs are not grant eligible.

7. Some costs require the ECOLOGY Financial Manager's approval. It is the RECIPIENT's responsibility to understand the eligibility of costs and their responsibility to obtain approvals prior to incurring costs. Costs incurred without required prior approvals may be at the sole expense of the RECIPIENT.

C. DOCUMENTATION

1. RECIPIENT shall include the supporting documentation for all expenses, including RECIPIENT salary and benefits. Supporting documentation includes contractor and subcontractor invoices and receipts, accounting records, or any other form of record that establishes the appropriateness of an expense.
2. ECOLOGY may request additional documentation if needed to determine if a cost will be allowed.
3. RECIPIENT shall provide clear and legible supporting documentation and present it organized by task as entered on the C2.
4. RECIPIENT accounting procedures shall include maintaining supporting documentation in a common grant file. This includes cancelled checks, invoices, purchase receipts, payroll records, time and attendance records, contract award documents, and vouchers sent to ECOLOGY. The RECIPIENT shall keep all supporting documentation for audit purposes for at least three years after the expiration date of the agreement.

D. EQUIPMENT ACQUISITION, USE MANAGEMENT, AND DISPOSITION

Equipment Acquisition: The RECIPIENT may purchase equipment needed to accomplish the scope of work in the grant agreement, with written approval by ECOLOGY's Financial Manager. The RECIPIENT is responsible for any costs the Financial Manager does not approve.

Generally, the ECOLOGY Financial Manager will need the following information to evaluate requests to purchase equipment:

1. Description of the equipment, including identification of operation and maintenance items that are to be grant funded (such as insurance, repairs, fuel, etc.).
2. Justification for the purchase, including analysis of rent vs. purchase.
3. Total Cost, including estimate of operation and maintenance costs.
4. Useful life-expectancy of the equipment.

Equipment Use: During the effective dates of the agreement and any amendments thereto, equipment purchased with grant funds must be used to accomplish activities funded by the agreement. It may be used for activities not funded by the agreement as long as that use does not interfere with work on the originally authorized projects.

The RECIPIENT may not use the equipment to provide services for a fee to compete unfairly with private companies providing equivalent services, unless specifically permitted by statute.

The RECIPIENT agrees to make equipment purchased with grant funds available for use by ECOLOGY as long as that use does not interfere with work on the originally authorized projects.

Equipment Management: The RECIPIENT agrees to maintain and manage the equipment properly to optimize its life span. The RECIPIENT must have in place some form of inventory control system that includes a physical inventory to document where the equipment is being used, and a maintenance record that insures the equipment is being kept in good working condition.

Equipment Disposition: When the equipment is no longer needed for the originally authorized purpose, the RECIPIENT shall dispose of purchased equipment by sale for fair market value, ensuring the highest possible return. Proceeds shall be used for RECIPIENT's monitoring or other cleanup related activities.

E. FAILURE TO COMMENCE AND SUSTAIN WORK

In the event the RECIPIENT fails to commence work under this agreement within three months, or sustain work in accordance with the work schedule established in the scope of work, order, or decree for the site, ECOLOGY reserves the right to terminate this agreement.

F. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
6. The RECIPIENT should report payments made to qualified firms to ECOLOGY at the time of submitting each invoice. Please include the following information on the ECOLOGY provided Form D:
 - i. Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
 - ii. The total dollar amount paid to qualified firms under this invoice.

G. PROCUREMENT AND CONTRACTS

- a) The RECIPIENT certifies that it will follow its standard procurement procedures and/or applicable state law in awarding contracts; RECIPIENTS with no formal procurement procedures must certify that they have complied with the "Standards for Competitive Solicitation," found in the *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005).
- b) Upon issuance, the RECIPIENT shall submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY'S Project Manager.

Prior to contract execution, the RECIPIENT shall submit all draft documents and a copy of the draft proposed contract to the ECOLOGY Project Manager for review and approval. Following the contract execution, the RECIPIENT shall submit a copy of the final contract to ECOLOGY'S Project and Financial Managers.

H. REPORTING

1. Progress Reports: The RECIPIENT shall submit progress reports with each payment request. The RECIPIENT shall submit a progress report no less frequently than quarterly, even if a payment request is not submitted. These reports shall be in accordance with the ECOLOGY-approved reporting format as indicated in the Remedial Action Grant Guidelines, or as otherwise approved by the ECOLOGY Financial Manager. ECOLOGY shall not approve payments without the required progress reports.
2. Spending Plans: The RECIPIENT shall submit a spending plan to ECOLOGY. The spending plan identifies the RECIPIENT'S quarterly billing projections. The RECIPIENT shall update the spending plan as needed throughout the term of the agreement upon request.
3. Final Project Report: In addition to the progress report that identifies the work performed during the latest billing period, the final payment request shall include a copy of the final project report. This report summarizes the project goals, purpose of the actions conducted, and outcomes of the project. ECOLOGY may withhold final payment pending RECIPIENT'S submittal of the final project report.
4. Sampling data: The RECIPIENT shall submit all sampling data to ECOLOGY in both printed and electronic formats in accordance with WAC 173-340-840(5) and the Toxics Cleanup Program Policy 840: Data Submittal Requirements. ECOLOGY may withhold payment if the RECIPIENT does not submit sampling data.

I. STATE-WIDE VENDOR REGISTRATION

RECIPIENT will receive payment for approved and completed work through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must register as a state-wide vendor by submitting a state-wide vendor registration form and an IRS W-9 form at website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. Contact DES at the Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov for any questions about the vendor registration process.

J. TRAINING

The RECIPIENT agrees to participate in any ECOLOGY recommended or required trainings related to fulfilling the terms of the agreement.

K. USE OF EXISTING CONTRACTS

The RECIPIENT may use existing contracts that conform to adopted procurement procedures and applicable state laws. The RECIPIENT shall submit a copy of the contract to ECOLOGY upon request. The grant eligibility of products or services secured by the RECIPIENT under existing contracts used to perform the scope of work in this agreement must be deemed allowable and reasonable by ECOLOGY prior to cost reimbursement.

L. FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

M. ALL WRITINGS CONTAINED HEREIN

This agreement, including the appended "General Terms and Conditions," the latest approved budget, Remedial Action Program Guidelines, and ECOLOGY'S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005), contains the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made part of this agreement.

IN WITNESS WHEREOF, the parties hereby sign this Grant Agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF SEATAC

James J. Pendowski, Manager Date
Toxics Cleanup Program

Todd Cutts Date
City Manager

Approved as to form only Assistant Attorney General

General Terms And Conditions
Pertaining To Grant And Loan Agreements Of The Department Of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", Part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become DEPARTMENT property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance

which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in

which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

W. FUNDING AVAILABILITY

The DEPARTMENT's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect to terminate the agreement, in whole or part, or to renegotiate the agreement subject to new funding limitations and conditions. The DEPARTMENT may also elect to suspend performance of the agreement until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise any of these options with no notification restrictions.

SS-010 Rev. 04/04

Modified 12/13

3. PRESENTATIONS – INFORMATIONAL ONLY:

● **Angle Lake Station Area Plan: First Project Update (20 minutes)**

By: Community & Economic Development Director Joe Scorcio / Senior Planner Kate Kaehny / Seattle Children's Principal Investigator / Public Health Seattle & King County Healthy Community Planning Program Manager Julie West

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

By: Police Chief Lisa Mulligan

RCM PRESENTATIONS – Informational Only (Continued):

● **Police Meritorious Service Award Presentation to SeaTac Resident Tony Tolentino (10 minutes)**

By: Police Chief Lisa Mulligan

● **Appreciation Plaque to former Mayor Tony Anderson (5 minutes)**

By: Mayor Mia Gregerson

● **Somali Youth and Family Club (5 minutes)**

By: Program Managers Liban Abdulle and Shirwa Aden

● **Introduction of new City employee: Court Administrator Tricia Crozier (5 minutes)**

By: City Manager Todd Cutts

**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**

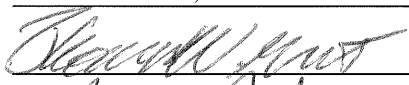
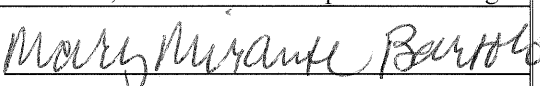


**PAYROLL/CLAIMS VOUCHERS ARE ALSO
AVAILABLE ON OUR CITY WEBSITE**

www.ci.seatac.wa.us

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.

<i>January 6, 2014</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>RCM 01/28/2014</u>
Ord/Res Exhibits:	_____
Review Dates:	<u>CSS 01/14/2014</u>
Prepared By:	<u>Mark Johnsen, Senior Assistant City Attorney & Don Robinett, Stormwater Compliance Manager</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>

KSO
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 to 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

Mia Gregerson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney


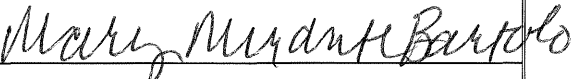


[NPDES Appeal Settlement]

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>

150
2/1

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 preformed 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:

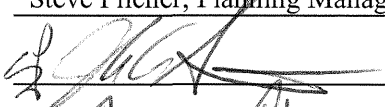
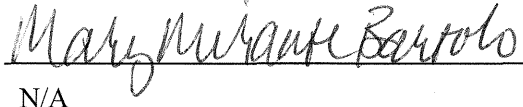


By: Mary Mirante Bartolo
Mary Mirante Bartolo
City Attorney

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.

<i>January 2, 2014</i>	
<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>

50
77

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 requirements of SEPA; and
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.~~

- ~~2.~~ 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.

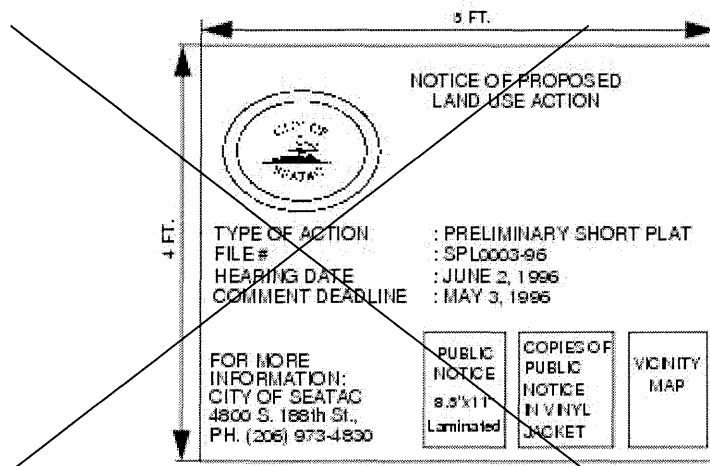
3. The “notice board” shall be of a size and design as specified by the City Manager or designee. ~~have the minimum following dimensions: The notice board shall be four (4) feet by five (5) feet and shall have a sky blue background with white lettering.~~

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

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

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

~~NOTICE OF PROPOSED LAND USE ACTION~~



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 <u>Services</u> Division of Public Works			
Electrical	X		
Mechanical	X		
Plumbing	X		
Building	X		
Engineering <u>Review</u> 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		
Planning Department<u>Division</u>			
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	<u>X</u>	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
	<u>Shoreline Exemption</u>	No	No	NA	<u>City staff</u>	No	<u>Hearing Examiner</u>
	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 – Planning review of	Yes	within 500 feet	NA	City staff	Yes	Hearings Examiner

	single family Type I permits requiring SEPA							
	Site Plan Review – Planning review of all other Type I permits requiring SEPA	Yes	within 1,000 feet	300 feet	NA	City staff	Yes	Hearings Examiner
Type III	Binding Site Plan	Yes	Within 1,000 feet	500 feet	within 500 feet	Hearings Examiner	Yes	Superior Court
	Conditional Use Permit (CUP) Major	Yes	within 1,000 feet	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 feet	500 feet	within 500 feet	Hearings Examiner	Yes	City Council
	Rezone: Owner-Initiated	Yes	within 1,000 feet	500 feet	within 500 feet	Hearings Examiner	Yes	City Council
	Shoreline Substantial Development	Yes	within 1,000 feet	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 feet	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 Services 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.
Engineering Review Division of Public Works	
Grading and Drainage	Projects subject to permits as described in Section 1.1.1 of the 1998 <u>2009</u> 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.
Right-of-Way Use	<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 Division	
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	The creation or expansion of a use listed as being subject to the essential public facility

Facility (CUP-EPF)	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

Mia Gregerson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:

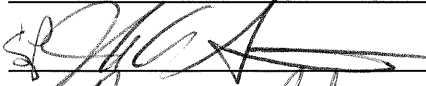
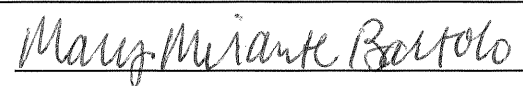

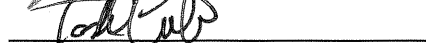
Mary Mirante Bartolo, City Attorney

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.

<i>January 2, 2014</i>	
<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

Mia Gregerson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:


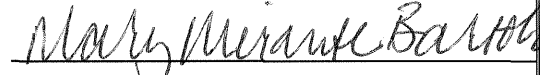

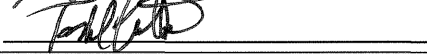
Mary Mirante Bartolo, City Attorney

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: 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: RCM 1/28/14	
Ord/Res Exhibits: _____	
Review Dates: CSS 1/14/14	
Prepared By: Kit Ledbetter, Parks & Recreation Director	
Director: 	City Attorney: 
Finance: 	BARS #: To be determined
City Manager: 	Applicable Fund Name: General Fund

150
77

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).

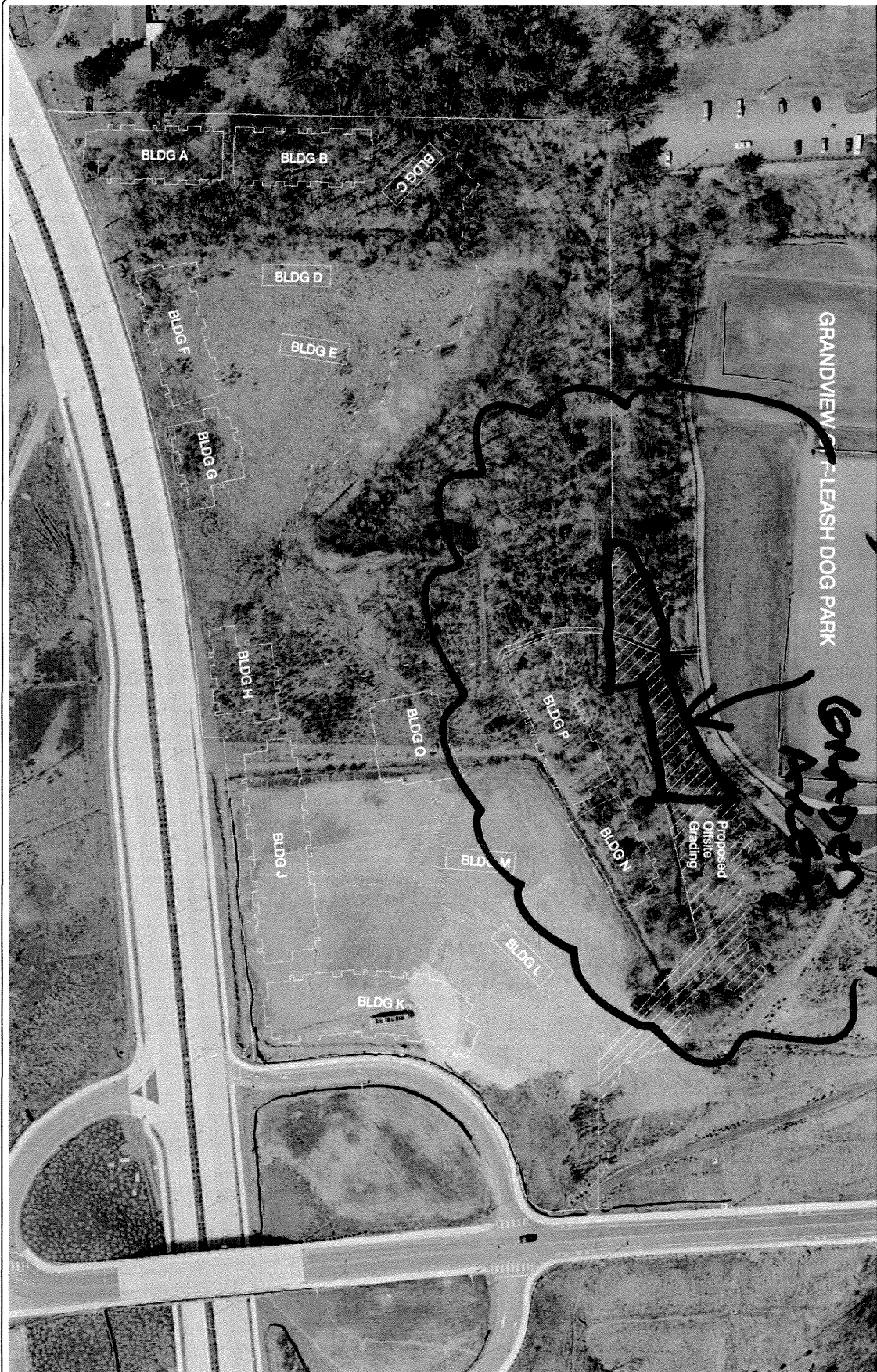
During the Developer's design of the project, they inquired if the City could allow them to grade 16,799 sf (0.39 acres) of Grandview Park in order to provide a more gentle slope the behind their project. As part of the grading, the Developer would remove a mounded area on the south east portion of the 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

Offsite Grading Area

Kent Highlands

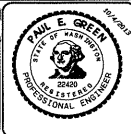
ATTACHMENT 1

DRAWING
SHEET
OF 2

DeWCo, Inc.
11100 Main Street, Suite 301
Bellevue, WA, 98004
Phone (425) 452-4041 Fax (425) 453-9686

CONSULTANTS
*feasibility *planning *engineering *surveying
409 East Pioneer, Suite A - Puyallup, WA 98372 phone 253.770.3144 fax 253.770.3148

APPROVED BY: Paul Green



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.
- Install a fence between the property and Grandview Park. The fence will be vinyl-coated chain link, and six feet in height, unless the City and Developer agree to other specifications as deemed appropriate by the parties.

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: _____

Approved as to form:
