



City of SeaTac

Council Study Session Agenda

February 11, 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 #3578; A Motion approving the City Manager to execute an agreement with Maul, Foster and Alongi to implement the work program for a Washington State Department of Ecology Integrated Planning Grant (total time: 15 minutes / presentation time: 10 minutes)

By: Economic Development Manager Jeff Robinson

2. Agenda Bill #3580; A Motion authorizing expenditures related to right-of-way acquisitions for the Connecting 28th/24th Avenue South project (total time: 25 minutes / presentation time: 15 minutes)

By: Assistant City Engineer Florendo Cabudol

3. PRESENTATION – COUNCIL DIRECTION REQUESTED:

• Job Audit & Salary Survey Process Improvement (total time: 45 minutes / presentation time: 30 minutes)

By: Human Resources Director Anh Hoang / City Manager Todd Cutts / Various Staff Members

PRESENTATIONS – INFORMATIONAL ONLY:

• Update on Recreational Marijuana Issue (total time: 25 minutes / presentation time: 10)

By: Community and Economic Development Director Joseph Scorcio

• Review of Major Comprehensive Plan Update Schedule (total time: 20 minutes / presentation time: 5 minutes)

By: Planning Division Manager Steve Pilcher / Senior Planner Mike Scarey

• Public Safety Statistics (total time: 10 minutes / presentation time: 5 minutes)

By: Deputy Fire Chief Brian Wiwel

ADJOURN:

THE COUNCIL CHAMBERS IS ACCESSIBLE TO PERSONS WITH DISABILITIES AND IS EQUIPPED WITH ASSISTIVE LISTENING DEVICES. PERSONS REQUIRING SPECIAL ACCOMMODATIONS SHOULD CONTACT THE CITY CLERK'S OFFICE BEFORE 5:00 PM THE FRIDAY PRECEDING THE COUNCIL MEETING.



City of SeaTac

Regular Council Meeting Agenda

February 11, 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):

- **Introduction of new City employee: Parks Operations Worker Scott McClellan** *(total time: 5 minutes)*

By: City Manager Todd Cutts

- **“Let’s Move” City, Town and Counties Initiative** *(total time: 15 minutes / presentation time: 10 minutes)*

By: ORISE Tobacco Fellow Molly Reece

4. CONSENT AGENDA:

- **Approval of claims vouchers** (check nos. 106149 - 106314) in the amount of \$2,348,154.61 for the period ended January 31, 2014.
- **Approval of payroll vouchers** (check nos. 52031 - 52055) in the amount of \$303,063.86 for the period ended January 31, 2014.
- **Approval of payroll electronic fund transfers** (check nos. 80164 - 80300) in the amount of \$271,066.06 for the period ended January 31, 2014.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$54,023.88 for the period ended January 31, 2014.
- **Pre-approval or final approval of City Council and City Manager travel related expenses** for the period ended February 7, 2014.
- **Summary of Grant Acceptance** for the period ended February 11, 2014.

Approval of Council Meeting Minutes:

- **Council Study Session** held January 28, 2014.
- **Regular Council Meeting** held January 28, 2014.

Agenda Items reviewed at the January 28, 2014 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3572; A Motion authorizing the City Manager to enter into an agreement with Integris Performance Advisors for Organizational Alignment and Continuous Quality Improvement Consultation

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

5. PUBLIC HEARING:

- **Third Amendment to the Development and Transit Way Agreement for the South Link Light Rail Project** *(total time: 15 minutes / presentation time: 10 minutes)*

By: Program Manager Soraya Lowry

(Note: Agenda Bill #3577 presentation will take place during the Public Hearing. Council action is scheduled for the February 25, 2014 Regular Council Meeting.)

Agenda Bill #3577 – A Resolution authorizing the City Manager to execute a Third Amendment to the Development and Transit Way Agreement for the South Link Light Rail Project

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:

UNFINISHED BUSINESS:

NEW BUSINESS:

CITY MANAGER'S COMMENTS:

COMMITTEE UPDATES:

COUNCIL COMMENTS:

EXECUTIVE SESSION:

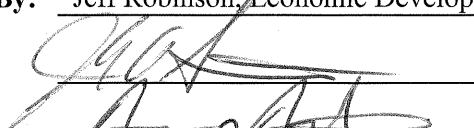


ADJOURN:

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Community & Economic Development

Agenda Bill #:3578

TITLE: A Motion authorizing the City Manager to execute an agreement with Maul, Foster & Alongi to implement the work program for a Washington State Department of Ecology Integrated Planning Grant.

<i>February 3, 2014</i>	
__ Ordinance __ Resolution <u>X</u> Motion __ Info. Only __ Other	
Date Council Action Requested: <u>RCM 2-25-14</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 2-11-14</u>	
Prepared By: <u>Jeff Robinson, Economic Development Manager</u>	
Director: <u></u>	City Attorney: <u>Mary Mirante Barolo</u>
Finance: <u></u>	BARS #: <u>308.000.13.594.58.61.006</u>
City Manager: <u></u>	Applicable Fund Name: <u>Light Rail Station Areas CIP</u>

JM
ED

SUMMARY: This Motion authorizes the City Manager to execute an agreement with Maul, Foster & Alongi to implement the work program and scope of work for the Washington State Department of Ecology Integrated Planning Grant (IPG) for additional due diligence and planning activities in the 154th Street Station Area.

DISCUSSION / ANALYSIS / ISSUES: This project will help to complete the work associated with the IPG and allow the City to complete the environmental due diligence of property in the 154th Street Station Area, 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 real estate currently for which the City has a purchase and sale agreement. It will also will the City to enter into a plan of action with the State that makes available future grant funds for mitigation.

The work tasks associated with this contract are:

- Environmental Assessment;
- Redevelopment Planning;
- Implementation Strategy; and
- Targeted format reports synthesizing environmental and redevelopment challenges and opportunities and strategies for implementing the 154th Street Station Area Plan.

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

FISCAL IMPACT: The City will utilize \$190,000 from the IPG for additional services to complete due diligence activities and assist in further planning in the South 154th Station Area.

ALTERNATIVE(S): Do not pass the Motion.

ATTACHMENTS: 1) Consultant Contract with Exhibits

**SOUTH 154TH STREET TRANSIT-ORIENTED DEVELOPMENT
INTEGRATED PLANNING PROJECT**

CONSULTANT CONTRACT

Project Description: Characterize the nature and extent of contamination, assess cleanup options, incorporate remedial actions into the site plan and prepare a redevelopment strategy that addresses risk and financing challenges to implement a transit-oriented development at properties located in the City of SeaTac, Washington in the vicinity of South 152nd /Military Road and International Boulevard.

THIS CONTRACT is made and entered into effective on the date upon which the last party to sign this Contract so signs the Contract, by and between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and Maul Foster & Alongi, Incorporated, hereinafter referred to as the "Consultant", on the following terms and conditions in conjunction with the project indicated above.

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 Exhibit A to this Contract. Consultant and any subconsultants shall perform all work in accordance with Remedial Action Grant Agreement G1400486 between the Washington State Department of Ecology and the City and be bound by the requirements therein, as shown in Exhibit B.

3. TIME FOR BEGINNING AND COMPLETION. The consultant shall begin work on the "Scope of Services" on Attachment 1 immediately. All work shall be completed by December 31, 2014. The established completion date may be extended at the discretion of the City, subject to a prior supplemental written agreement executed by the City to extend the established 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 this community, for the professional and technical soundness, accuracy, and adequacy of all analyses, designs, drawings, specifications, plans, programs and other work and materials furnished under this Contract.

5. COMPENSATION. The City shall pay the Consultant compensation for the completion of the scope of services at a total amount of compensation that shall not exceed one hundred ninety thousand dollars (\$190,000.00). The City shall only pay for actual services rendered.

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, programs, 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 and shall not be the 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. The Consultant may, however, use the documents for the purpose of reference materials and future marketing of consulting services.

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

9. INDEMNIFICATION. Except for injuries or damages caused by the City's sole negligence, the 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.

10. PROFESSIONAL LIABILITY INSURANCE. The 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 \$2 million dollars. Written proof of the insurance policy shall be provided and shall name the City, and its employees and elected or appointed officials as Primary Non-Contributory Additional Insureds.

11. RESTRICTION AGAINST ASSIGNMENT. The Consultant shall not assign this Contract or any interest herein, subcontract any part of the consulting services to be performed here, nor assign any money due or to become due 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 the Principal on behalf of the Consultant and by the Economic Development Manager 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:
Todd Cutts, City Manager
4800 S 188th Street
SeaTac, WA 98188

If to the Consultant:
Justin L. Clary, PE, Principal
1329 North State Street
Suite 301
Bellingham, WA 98225

15. CONSTRUCTION AND VENUE. This Contract shall be construed in accordance with the laws of the 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.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

CONSULTANT:

By: _____
Principal

Date: January 31, 2014

CITY OF SEATAC:

By: _____
City Manager

Date: _____

Approved as to Form:

By: _____
City Attorney

EXHIBIT A – SCOPE OF WORK

South 154th Street Transit-Oriented Development Integrated Planning Project

Task 1: Environmental Assessment

Subtask 1.1—Site Characterization

Consultant, using appropriately licensed subcontractors (e.g., driller), will complete sampling to define the full extent of volatile organic compound (VOC) contamination originating from the existing dry cleaner operations that exceed Model Toxic Control Act (MTCA) regulations. This investigation effort will involve collecting soil gas and groundwater samples for laboratory analysis and comparison of chemical concentrations against MTCA cleanup standards.

This task will involve the following steps:

- Negotiate a work plan with Ecology to characterize the nature and extent of contamination associated with the Site.
- Conduct targeted sampling to fill in data gaps from the previous Phase II ESA investigation to better characterize the nature and extent of contamination.
- Analyze results of sampling and review with Ecology.
- Conduct additional sampling, if needed, to fill data gaps to develop a complete understanding of contamination and to identify the site, if feasible.
- Develop cleanup alternatives that align with redevelopment plans and cost estimates for remediation.

Since MTCA regulations define contamination as a “site” and not by property boundaries, sampling may need to take place off-site. The City, to the extent practicable, will assist in obtaining access agreements with neighboring property owners, if necessary.

Subtask 1.2—Screening of Cleanup Options

Consultant will develop potential options for cleanup of the contaminated site based on the site characterization findings. 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.

Outcomes:

- Environmental site assessment report
- Brief report describing and comparing remediation options and in-cost estimates

Environmental documents 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.

Task 2: Redevelopment Planning

Subtask 2.1—Community Involvement

The Project will build upon previous public outreach efforts associated with the South 154th Street Station Area Plan and will support interviews with key stakeholders to identify goals, guiding principles, and concerns to address in planning for redevelopment of the Property. The

Consultant will coordinate and conduct, with City assistance, interviews and surveys with key stakeholders, a workshop and one open house public meeting to engage the broader public in the planning effort.

Subtask 2.2—Development Strategy

The Consultant, under subcontract with Heartland LLC, will conduct a market assessment to update and refine the understanding of market demand for the TOD project. Heartland will review materials previously prepared by or for the City as well as current market information to assess the economics of and demand for a TOD project at the site. This analysis will be used to inform subsequent tasks and to assist in developing a strategy to maximize market interest while meeting the City's various goals for the site. A variety of data points will be examined and are expected to include an overview of each of the following:

- Land valuation;
- Development patterns in the surrounding area and TOD sites along light rail corridor;
- Existing supply and demand drivers;
- Anticipated developer interest;
- Development timing and risk;
- Market data for modeling inputs;
- Updated financial modeling of development scenarios; and
- Other issues affecting feasibility, timing, and value of development.

Under this subtask, the City will host a Technical Assistance Panel (TAP) through the Urban Land Institute. The panel will bring together a multi-disciplinary team of national experts in TOD projects to review the City's plans and advise on how best to proceed with the project. The Consultant will provide limited support to the City through this process, with efforts primarily consisting of Heartland incorporating the TAP findings into the market assessment and amending materials, as necessary.

Subtask 2.3—Site Design

The Consultant will complete the site design process, including integration of the environmental remedy into the 2006 Station Area Plan, molding aspects of the development 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.

Outcomes:

- Community workshop to solicit input on cleanup remedies and future development
- Report and recommendations from Urban Land Institute panel of national experts (City to complete; not under this scope of work)
- Memorandum outlining design principles for engineered and institutional controls appropriate for redevelopment of the site
- ALTA survey of the Property

Task 3: Implementation Strategy

The Consultant will prepare an implementation strategy that provides 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.

- Financing—grants and loans for public agencies and tactics for attracting private investment
- Risk Management—environmental liability, market risk, and cost control
- Operation/Administration—strategy for City role in redevelopment including opportunities for public-private partnership
- Environmental—approach to addressing environmental concerns through redevelopment

Outcomes:

- Targeted format report synthesizing environmental and redevelopment challenges and opportunities and strategy for moving the project forward.

Project Budget

	Task	Total
1	Environmental Assessment	\$125,000
	1.1 Site Characterization	\$100,000
	1.2 Screening of Cleanup Options	\$25,000
2	Redevelopment Planning	\$40,000
	2.1 Community Involvement	\$7,000
	2.2 Development Strategy	\$25,000
	2.3 Site Design	\$8,000
3	Implementation Strategy	\$25,000
	Total Cost	\$190,000



EXHIBIT B

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

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.

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

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3580

TITLE: A Motion authorizing expenditures related to right-of-way acquisitions for the Connecting 28th/24th Avenue South project.

<i>February 4, 2014</i>	
__ Ordinance __ Resolution <u>X</u> Motion __ Info. Only __ Other	
Date Council Action Requested:	<u>2/25/14 RCM</u>
Ord/Res Exhibits:	_____
Review Dates:	<u>2/11/14 CSS</u>
Prepared By:	<u>Florendo Cabudol, Assistant City Engineer</u>
Director:	<u></u> City Attorney: <u></u>
Finance:	<u></u> BARS #: <u>307.000.11.595.30.63.057</u>
City Manager:	<u></u> Applicable Fund Name: <u>Transportation CIP (307)</u>

Handwritten initials

SUMMARY: This Motion would authorize expenditures not to exceed \$6,600,000 for right-of-way and easement acquisitions for the Connecting 28th/24th Avenue South project.

DISCUSSION / ANALYSIS / ISSUES: Nineteen properties along the Connecting 28th/24th Avenue South project are identified as either full or partial acquisition for City right-of-way (ROW). This property acquisition is required to build the Connecting 28th/24th Avenue South project because sufficient ROW does not exist along a majority of the road alignment. The total estimate to acquire this ROW is approximately \$6,600,000.

Section 3.31.05 of the SeaTac Municipal Code (SMC) requires any expenditure exceeding fifty thousand dollars (\$50,000) shall be presented to Council for approval. This would mean that upwards of nine (9) separate ROW acquisition packages would be brought to the Council for review and approval which would add significant impact to the project schedule. An alternative approach is requested to allow staff to efficiently manage the ROW acquisition and comply with SMC 3.31.050 while keeping the project on schedule. The alternative requests a single authorization for ROW related expenditures not to exceed \$6,600,000. A separate Council authorization could be requested should there be a need to address the following potential situations:

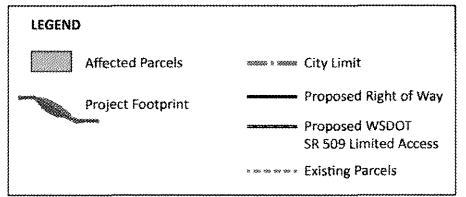
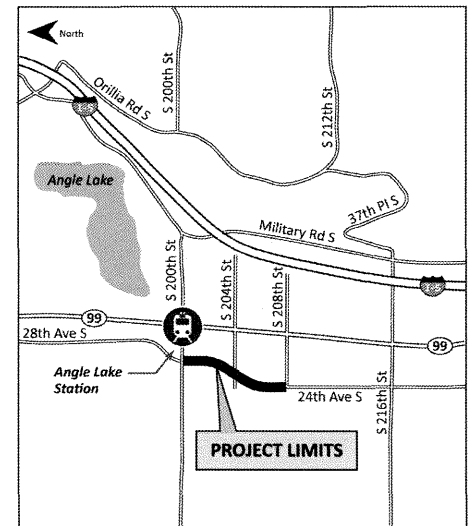
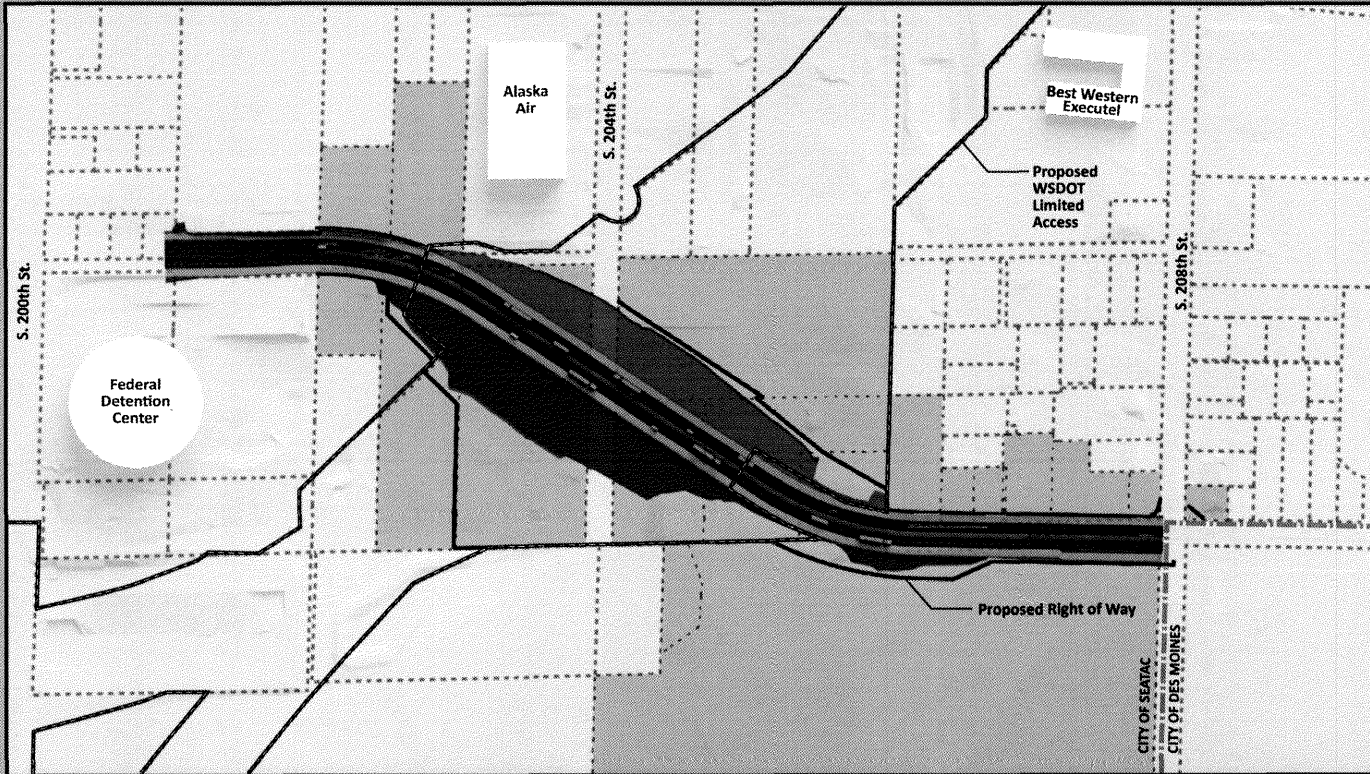
1. Costs to acquire ROW exceeds \$6,600,000; or
2. Eminent domain is necessary due to an impasse in negotiations and no other options exist.

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

FISCAL IMPACT: The ROW acquisition expenditure amount of \$6,600,000 would be paid out of the project's appropriation within the City's Transportation CIP fund (307). The current balance as of February 4, 2014 is \$8,909,200.

ALTERNATIVE(S): Council could choose not to authorize this Motion. However, there would be significant impact to the overall project schedule.

ATTACHMENTS: ROW Acquisition Exhibit



City of SeaTac Connecting 28th/24th Ave S. Right of Way Acquisition Exhibit

CH2MHILL.



3. PRESENTATION – COUNCIL DIRECTION REQUESTED:

- **Job Audit & Salary Survey Process Improvement** (*total time: 45 minutes / presentation time: 30 minutes*)

By: Human Resources Director Anh Hoang / City Manager Todd Cutts / Various Staff Members

PRESENTATIONS – INFORMATIONAL ONLY:

- **Update on Recreational Marijuana Issue** (*total time: 25 minutes / presentation time: 10*)

By: Community and Economic Development Director Joseph Scorcio

- **Review of Major Comprehensive Plan Update Schedule** (*total time: 20 minutes / presentation time: 5 minutes*)

By: Planning Division Manager Steve Pilcher / Senior Planner Mike Scarey

- **Public Safety Statistics** (*total time: 10 minutes / presentation time: 5 minutes*)

By: Deputy Fire Chief Brian Wiwel

RCM PRESENTATIONS – Informational Only (Continued):

- **Introduction of new City employee: Parks Operations Worker Scott McClellan** (*total time: 5 minutes*)

By: City Manager Todd Cutts

- **“Let’s Move” City, Town and Counties Initiative** (*total time: 15 minutes / presentation time: 10 minutes*)

By: ORISE Tobacco Fellow Molly Reece

**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

Consent agenda
2/11/14

Grant Acceptance

Department Head Approval:

Thomas W. Mc Date: 1/29/14

Route to City Clerk's Office for placement on the 2/11/14 Council Meeting Consent Agenda if \$50,000 and above for final approval. The form will be signed by the City Manager following Council approval.

Council Resolution to Accept Grant Required

Grant is under \$50,000

City Manager Approval:

_____ Date: _____

Todd,

Pls, also sign attached TIB agreement
(2 copies), Questions? → Florante or me,
Thx, Tom

I will hold the contract for city
manager signature on Feb 12.
Lesia



Grant Application and Acceptance Form

Approval to Apply for a Grant

Department: Public Works

Contact: Florendo Cabudol

Grantor: Washington State Transportation Improvement Board (TIB)

Item Description: Grant Application for 2013 Urban Funding Program

BARS Revenue #: 307.000.11.595.30.63.057 (State)
(Federal, State, County, Local)

Budgeted revenue for this grant: \$3,000,000.00

Estimated grant revenue amount: \$8,000,000.00

City match amount: \$5,400,000.00

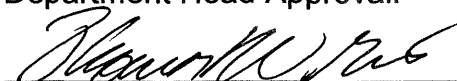
Council Resolution to Apply Required: YES NO

Pertinent information about the grant and how the funding will be used:


The TIB funds high priority transportation projects in communities throughout the state to enhance the movement of people, goods and services. TIB is an independent state agency, created by the Legislature that distributes and manages street construction and maintenance grants to 320 cities and urban counties throughout Washington State. Funding for TIB's grant programs comes from revenue generated by three cents of the statewide gas tax. The TIB grant will be used to partially fund construction of the Connecting 28/24 Ave S project.

Attachments: TIB Grant Application

Department Head Approval:

 Date: 7/31/13

City Manager Approval:

 Date: 8/5/13



Washington State Transportation Improvement Board

TIB Members

Councilmember Sam Crawford, Chair
Whatcom County

Councilmember Jeanne Burbidge, V. Chair
City of Federal Way

Jim Albert
Office of Financial Management

Pasco Bakotich, P.E.
WSDOT

Todd Coleman, P.E.
Port of Vancouver

Kathleen Davis
WSDOT

Mark Freiburger, P.E.
City of Sedro-Woolley

Mayor James Irish
City of La Center

Councilmember R.E. Bob Olson
City of Kennewick

Laura Philpot, P.E.
City of Sammamish

Heidi Stamm
HS Public Affairs

Commissioner Richard Stevens
Grant County

Harold Taniguchi
King County Metro Transit

John Vodopich
City of Bonney Lake

Jay Weber
County Road Administration Board

Ralph Wessels, P.E.
Bicycle Alliance of Washington

Clay White
Snohomish County

November 25, 2013

RECEIVED

DEC 04 2013

CITY MANAGER'S OFFICE

The Honorable Tony Anderson
Mayor
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188

Dear Mayor Anderson:

Congratulations! We are happy to announce the selection of your project, 28th/24th Avenue S, S 200th St to S 208th St, TIB project number 8-1-121(007)-1. TIB funds granted to this project total \$6,800,000.

This year, we received requests to fund 420 different projects, totalling more than \$340 million. We are pleased to provide \$111 million in transportation investments to cities and counties like yours throughout the state.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@tib.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

Stevan E. Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

City of SeaTac

Council Study Session Minutes Synopsis

January 28, 2014
4:00 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac City Council Study Session (CSS) was called to order by Mayor Mia Gregerson at 4:02 p.m.

COUNCIL PRESENT: Mayor Mia Gregerson, Deputy Mayor Anthony (Tony) Anderson, Councilmembers (CMs) Barry Ladenburg, Kathryn Campbell, Terry Anderson, Dave Bush, and Pam Fernald.

STAFF PRESENT: City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Assistant City Manager (ACM) Gwen Voelpel, Public Works (PW) Director Tom Gut, City Engineer Susan Sanderson, Assistant City Engineer Florendo Cabudol, Community & Economic Development (CED) Director Joe Scorcio, Planning Manager Steve Pilcher, Senior Planner Kate Kaehny, Economic Development (ED) Manager Jeff Robinson, and Police Chief Lisa Mulligan.

PUBLIC COMMENTS (related to the agenda items listed below): Vicki Lockwood spoke against Agenda Bill #3572.

Agenda Bill #3572; A Motion authorizing the City Manager to enter into an agreement with Integris Performance Advisors for Organizational Alignment and Continuous Quality Improvement Consultation

Summary: This Motion authorizes 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.

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 (ROW) 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

Agenda Bill #3572 (continued):

SCOPE	DELIVERABLES	TIMELINE
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.

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

City Manager Cutts and ACM Voelpel reviewed the agenda bill summary and the Align and Improve efforts (current and future).

Council discussion ensued regarding the process and funding.

Council consensus: Refer this to the 02/11/14 RCM Consent Agenda

Agenda Bill #3575; A Motion authorizing the City Manager to execute an agreement with the Washington State Department of Ecology (DOE) for a \$200,000 Integrated Planning Grant (IPG)

Summary: 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.

Agenda Bill #3575 (continued):

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.

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

ED Manager Robinson reviewed the agenda bill summary.

Council discussion ensued regarding the grant.

Council consensus: Refer this to the 02/11/14 RCM Consent Agenda

PRESENTATIONS – INFORMATIONAL ONLY:

● **Angle Lake Station Area Plan: First Project Update**

CED Director Scorcio introduced Senior Planner Kaehny, Seattle Children's Principal Investigator Brian Saelens, and Public Health Seattle & King County Healthy Community Planning Program Manager Julie West.

He provided background on the project which implements 2013 Council goals, is funded jointly through City and Community Transformation Grants (CTG). He also reviewed the City preliminary station area planning work that began in the spring of 2013.

Ms. Kaehny reiterated the project goal which is to create a community supported plan that will guide the redevelopment of the station area into a transit-oriented community.

The project scope of work includes: Robust community engagement process, pedestrian and bicycle connectivity study, Community supported vision for station area, Urban design framework, and Implementation strategy.

The Planning Commission (PC) will receive a monthly briefing and the City Council will receive a briefing every other month through September.

Mr. Saelens discussed the following: (1) problem of physical inactivity, (2) why look at built environment, (3) local evidence about built environment and physical activity, and (4) other benefits of including a planning approach to physical activity.

Council discussion ensued regarding the presentation.

● **Public Safety Statistics**

Police Chief Mulligan commented on the following: (1) "The Problem Location Work Group" has been formed to identify problem locations in the City that have for long periods of time been at the top of the list for responses. The group is made up of Police, Legal, and Code Enforcement representatives. About the same time the group was being formed, a group presented a petition to the City Council about a neighborhood problem (an apartment complex in the 19200 block of 11th Avenue South). She updated Council on that property and steps they are taking to improve the complex. Council discussion ensued regarding this property; (2) pursuit that occurred on January 25; (3) January 30 – 7:30 p.m., Community Safety Meeting scheduled; and (4) planning for Seahawks return.

Council discussion ensued regarding the Seahawks send-off.

RECESSED: Mayor Gregerson recessed the Council Study Session (CSS) to an Executive Session on (1) Pending Litigation, (2) 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, and (3) To consider the sale of property for a total of 30 minutes at 5:47 p.m.

EXECUTIVE SESSION: Pending Litigation (RCW 42.30.110 [1][i] (5 minutes) / 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 (RCW 42.30.110 [1][b] (15 minutes) / To consider the Sale of Property (RCW 42.30.110 [1][c] (10 minutes) (total: 30 minutes)

EXECUTIVE SESSION (continued): City Manager Cutts, City Attorney Mirante Bartolo, Public Works Director Tom Gut, and Assistant City Engineer Florendo Cabudol were in attendance.

City Clerk Gregg announced that Council requested five additional minutes at 6:15 p.m., and eight more minutes at 6:20 p.m.

RECONVENED: Mayor Gregerson reconvened the meeting at 6:29 p.m.

ADJOURNED: Mayor Gregerson adjourned the CSS at 6:30 p.m.

City of SeaTac

Regular Council Meeting Minutes

January 28, 2014
6:30 PM

City Hall
Council Chambers

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

COUNCIL PRESENT: Mayor Mia Gregerson, Deputy Mayor Anthony (Tony) Anderson, Councilmembers (CMs) Barry Ladenburg, Kathryn Campbell, Terry Anderson, Dave Bush, and Pam Fernald.

STAFF PRESENT: City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Assistant City Manager Gwen Voelpel, Police Chief Lisa Mulligan, Community and Economic Development (CED) Director Joe Scorcio, Resource Conservation/Neighborhood Programs Coordinator Trudy Olson, and Parks & Recreation (P&R) Director Kit Ledbetter.

FLAG SALUTE: Mayor Gregerson led the Council, audience and staff in the Pledge of Allegiance.

PUBLIC COMMENTS: Rodger May stated that he has spent his own time and money to beautify a portion of the City's right-of-way in front of his home. The City issued a stop work order. He requested that either the City finish the work or that he be allowed to finish the work.

Jason Clopper announced that United Way of King County is providing free tax preparation at the Angle Lake Family Resource Center for anyone making under \$52,000 per year.

Natalie D Arielli stated that she has been dealing with a neighbor for five to six years with code enforcement issues. She requested assistance.

The following people spoke in favor of Council rescinding 15-05-060-G to allow cannabis businesses within the City: Tammara Wells, Tim Dunley, and Dan Mapes.

PRESENTATIONS – Informational Only (Continued):

•Police Meritorious Service Award Presentation to SeaTac Resident Tony Tolentino

Police Chief Mulligan shared the story of what Mr. Tolentino did to receive this award. Chief Mulligan read and presented the award to Mr. Tolentino.

•Appreciation Plaque to former Mayor Tony Anderson

Mayor Gregerson read and presented the plaque to DM A. Anderson.

•Introduction of new City employee: Court Administrator Tricia Crozier

City Manager Cutts introduced Ms. Crozier.

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. 51998 - 52006) in the amount of \$7,134.85 and (check nos. 52007 – 52008) in the amount of \$2,595.10 for the period ended December 31, 2013.

•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 (CSS) and recommended for placement on this Consent Agenda:

Agenda Bill #3576; A Resolution #14-003 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 #14-1001 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

CONSENT AGENDA (Continued):

Agenda Bill #3574; An Ordinance #14-1002 repealing Section 15.37.050 and amending Section 15.16.080 of the SeaTac Municipal Code, relating to the Zoning Code and Development regulations

MOVED BY FERNALD, SECONDED BY CAMPBELL TO ACCEPT THE CONSENT AGENDA AS PRESENTED.

MOTION CARRIED UNANIMOUSLY.

PUBLIC COMMENTS (related to Action Items and Unfinished Business): There were no public comments.

ACTION ITEM:

Agenda Bill #3571; A Motion authorizing the City Manager to execute an agreement between the City and Devco Inc. for grading in Grandview Park

Summary: 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.

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 apartment units in the City of Kent. The project is located to the south of Grandview Park.

During the Developer's design of the project, they inquired if the City could allow them to grade 16,799 square feet (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.

The City will receive \$15,000, which will be paid into the General Fund.

P&R Director Ledbetter stated that since the last Council meeting, he visited the site with CMs Bush, Fernald and Campbell. Staff has also talked to the developer, based on Council comments made at the CSS, and the new contract includes a fence that borders property that the developer will be responsible to install.

Council discussion ensued regarding the agreement.

MOVED BY T. ANDERSON, SECONDED BY FERNALD TO PASS AGENDA BILL #3571.*

*MOTION CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS: There was no Unfinished Business.

NEW BUSINESS: There was no Unfinished Business.

CITY MANAGER'S COMMENTS: City Manager Cutts had no comments.

COMMITTEE UPDATES: Kathryn Campbell reviewed the SCORE (South Correctional Entity) Committee meeting she attended.

COUNCIL COMMENTS: CM Ladenburg commented on the following: (1) Senate Bill proposed that removes code cities ability to enforce labor law; (2) offered to work with Rodger May to settle his concerns; and (3) Highline School District (HSD) is considering a bond and are having a public hearing tonight at Pacific Middle School.

CM Campbell commented on the Highline Botanical Garden. She encouraged anyone interested in the garden to contact her.

CM T. Anderson and CM Fernald commented on the Seahawks rally that occurred January 26 and commended staff's efforts during the event.

COUNCIL COMMENTS (continued): DM A. Anderson commented on the following: (1) City Manager Cutts, ACM Voelpel, CM Campbell, and he discussed topics dear to the City with the legislators in Olympia; (2) thanked Council and the City for allowing him to serve as Mayor the past two years; and (3) past Mayor and CM Frank Hansen passed away December 21.

Mayor Gregerson stated that Deputy Mayor A. Anderson, CM Campbell, and City Manager Cutts will be attending the National League of Cities (NLC) Conference March 8 – 12. The regularly scheduled CSS and Regular Council Meeting (RCM) are March 11. She asked for consensus on whether to have the meeting as scheduled or to move the meeting date. Council consensus was to continue with the meeting as scheduled and the members attending the conference can participate electronically if necessary.

RECESSED: Mayor Gregerson recessed the CSS to an Executive Session to consider the sale of property at 7:23 p.m.

EXECUTIVE SESSION: To consider the Sale of Property (RCW 42.30.110 [1][c]) (10 minutes)

City Manager Cutts, City Attorney Mirante Bartolo, CED Director Scorcio, and ED Manager Robinson were in attendance.

RECONVENED: Mayor Gregerson reconvened the meeting at 7:38 p.m.

ADJOURNED:

MAYOR GREGERSON ADJOURNED THE REGULAR MEETING OF THE SEATAC CITY COUNCIL AT 7:38 P.M.

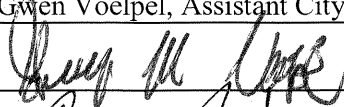
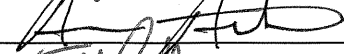

Mia Gregerson, Mayor

Kristina Gregg, City Clerk

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>Mary Mirante Bayolo</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>

37
50

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:

If to the City:

Assistant City Manager
City of SeaTac - City Hall
4800 S. 188th Street
SeaTac, WA 98188

If to the Consultant:

Managing Partner
Integrus Performance Advisors
1547 Palos Verdes Mall #139
Walnut Creek, CA 94596-2228

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:	RCM 2-11-14
Ord/Res Exhibits:	
Review Dates:	CSS 1-28-14
Prepared By:	Jeff Robinson, Economic Development Manager
Director:	
City Attorney:	Mark Johnson, Sr. Asst. City Atty
Finance:	
BARS #:	308.334.03.10.009
City Manager:	
Applicable Fund Name:	Light Rail Station Areas CIP

50
JF

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

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, 0043000018, and 0043000019) 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



CITY OF SEATAC



NOTICE OF PUBLIC HEARING

PURSUANT TO SEATAC MUNICIPAL CODE NOTICE IS HEREBY GIVEN THAT THE SEATAC CITY COUNCIL WILL HOLD A PUBLIC HEARING AT THEIR MEETING ON **TUESDAY, FEBRUARY 11**, AT 6:30 PM IN THE SEATAC CITY HALL COUNCIL CHAMBERS, 4800 SOUTH 188TH STREET. THIS HEARING IS TO CONSIDER THE PUBLIC INTEREST TO BE SERVED OR ADVANTAGED BY THE FOLLOWING ACTIONS:

PROJECT: Entering into a Third Amendment to the Development and Transit Way Agreement for Sound Transit Central Link Light Rail South Link Project.

FILE NO.: DEV11-00001

APPLICANT: City of SeaTac
4800 S. 188th Street
SeaTac, WA 98188
206-973-4820

CONTACT: Soraya Lowry, City of SeaTac, 206.973.4813, slowry@ci.seatac.wa.us

LOCATION: From the existing SeaTac/Airport Station (S. 176th Street and International Boulevard) to a new station to be located at South 200th Street/28th Avenue South, primarily following along 28th Avenue South.

DESCRIPTION: This proposal is to enter into a Third Amendment to the Development and Transit Way Agreement between the City and Sound Transit for the South Link Project. The primary purpose of the Amendment is to allow Sound Transit to install perimeter landscaping outside the Project site in the specific locations along 26th Avenue South where there is insufficient land area between the parking garage and the property line to provide 5' of type II landscaping. This amendment will allow for the maximum sized plaza along South 200th Street and an internal walkway adjacent to the garage.

ANY PERSONS WHO WOULD LIKE TO COMMENT OR MAY BE AFFECTED BY THIS PROPOSAL MAY APPEAR AT THE HEARING AND BE HEARD IN SUPPORT OF OR IN OPPOSITION TO THIS PROPOSAL. ADDITIONAL INFORMATION MAY BE OBTAINED AT THE CITY MANAGER'S OFFICE, SEATAC CITY HALL (PHONE 206-973-4820/TDD 973-4808, EMAIL SLOWRY@CI.SEATAC.WA.US).

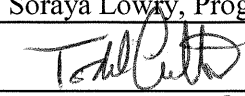


Copies of the Development Agreement can also be viewed at the City's website: <http://www.ci.seatac.wa.us/index.aspx?page=99>

DATE OF POSTING and PUBLISHED IN THE SEATTLE TIMES: JANUARY 28, 2014

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

Agenda Bill #: **3577**

TITLE: A Resolution authorizing the City Manager to execute a Third Amendment to the Development and Transit Way Agreement for the South Link Light Rail Project.

February 3, 2014	
<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested:	RCM 02/25/14
Ord/Res Exhibits:	Exhibit A: Third Amendment to Development Agreement with Exhibit
Review Dates:	RCM and Public Hearing: 02/11/14
Prepared By:	Soraya Lowry, Program Manager
Director:	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%; text-align: center;">  _____ </div> <div style="width: 50%;"> City Attorney: <i>Mary Mirante Bartolo</i> </div> </div>
Finance:	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%; text-align: center;">  _____ </div> <div style="width: 50%;"> BARS #: 106.337.00.00.001 </div> </div>
City Manager:	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%; text-align: center;">  _____ </div> <div style="width: 50%;"> Applicable Fund Name: Transit Planning Fund </div> </div>

ZJ
RD

SUMMARY: The proposed Resolution authorizes the City Manager to execute, in substantially similar form as attached, the Third Amendment to the Development and Transit Way Agreement between the City and Sound Transit for the South Link Project. The primary purpose of the Amendment is to allow a departure from landscaping development regulations that will provide a benefit to the City of an equal or greater value relative to the standard from which departure is being allowed.

DISCUSSION / ANALYSIS / ISSUES: The City of SeaTac and Sound Transit entered into the Development and Transit Way Agreement for the South Link Project in July 2012 to mitigate project impacts and enhance public benefits resulting from the project. In June 2013, the City and Sound Transit executed a First Amendment to the Development and Transit Way Agreement to identify the 28th/24th Avenue South arterial extension project as a project mitigation measure and Sound Transit's contribution toward funding the project. A Second Amendment was executed in October 2013 to allow departures from development regulations to maximize the public benefit of project-related parking, landscaping, traffic circulation and retail space.

Since that time, the City and Sound Transit have continued to work together on Sound Transit's procurement of a design-build contractor for the project's parking and plaza facilities. As a result of the selected design, an additional departure from the landscaping development regulations is needed to maximize the City's interests. Specifically, the amendment will allow Sound Transit to install perimeter landscaping adjacent to the project site in the specific locations along 26th Avenue South where there is insufficient land area between the parking garage and the property line to meet the existing requirement to provide 5' of type II landscaping, as depicted in Exhibit O. Instead, the project will provide an average width of 5' of type V landscaping, planted at the density of type IV landscaping between the face of the parking garage and the back of the adjacent sidewalk. Plant material locations, density, and mixture will be mutually agreed upon during the building permit approval process. The City recognizes that requiring all perimeter landscaping to be installed solely on the project site would require the parking garage location to be shifted eastward, reducing the size of the plaza along South 200th Street and limiting its ability to accommodate desirable community programming opportunities. Additionally, shifting the garage eastward would eliminate space needed for an internal walkway adjacent to the garage.

RECOMMENDATION(S): It is recommended that the City Council pass the proposed Resolution.

FISCAL IMPACT: No fiscal impact.

ALTERNATIVE(S): Do not pass the Resolution.

ATTACHMENTS: None.

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing a Third Amendment to the Development and Transit Way Agreement between the City and Central Puget Sound Regional Transit Authority.

WHEREAS, the City and the Central Puget Sound Regional Transit Authority (Sound Transit) entered into a Development and Transit Way Agreement dated July 20, 2012; and

WHEREAS, the City and Sound Transit find that it is appropriate to amend the July 20, 2012 Agreement; and

WHEREAS, a Public Hearing was held on February 11, 2014;

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

1. The City Manager is authorized to execute, on behalf of the City, a Third Amendment to the Development and Transit Way Agreement with Sound Transit, generally in the form attached to this Resolution as Exhibit A; and
2. The City Clerk shall cause the fully executed document to be filed with the King County Recorder, consistent with the terms of RCW 36.70B.190 and the Development Agreement.

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

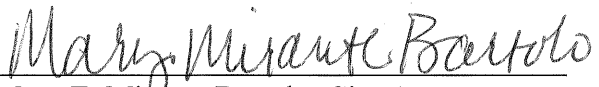
CITY OF SEATAC

Mia Gregerson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Sound Transit Development Agreement Amendment #3]

**THIRD AMENDMENT
TO THE DEVELOPMENT AND TRANSIT WAY AGREEMENT
FOR THE SOUND TRANSIT CENTRAL LINK LIGHT RAIL SOUTH LINK PROJECT
BETWEEN THE CITY OF SEATAC, WASHINGTON
AND SOUND TRANSIT**

This **AMENDMENT TO DEVELOPMENT AND TRANSIT WAY AGREEMENT** (“Third Amendment”) is made by and between the City of SeaTac, a municipal corporation (“SeaTac” or “City”), and Central Puget Sound Regional Transit Authority, a regional transit authority organized under RCW 81.112 (“Sound Transit”), with reference to the following facts:

RECITALS

WHEREAS, the City and Sound Transit entered into a Development and Transit Way Agreement for Sound Transit Central Link Light Rail South Link Project on July 20, 2012 and a First Amendment on June 18, 2013 and a Second Amendment on October 21, 2013 (as amended, the “Agreement”); and

WHEREAS, the Agreement identified certain development standards from which departures were allowed under the provisions of the SeaTac Municipal Code (“SMC”) 15.22.055.C.9 and 15.22.055.C.11 regulating development agreements. The City and Sound Transit have worked together in preparation for Sound Transit’s procurement of a design-build contractor for the Project’s (as defined in the Agreement) park-and-ride facilities and Station triangle improvements to identify specific additional departures from development regulations that will provide a benefit to the City of an equal or greater value relative to the standard from which departure is being allowed; and

WHEREAS, the parties desire to enter into this Third Amendment to amend the Agreement to make certain changes as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Sound Transit do hereby agree to amend the Agreement as described below.

1. Section 4.5(j) of the Agreement is hereby amended as follows:

(j) SMC 15.14.060. In lieu of the various perimeter landscaping treatments required by SMC regulations for street frontages, facades, and side/rear yards, the Project will provide not less than 5’ of type II landscaping for the entire perimeter of the triangle abutting South 200th Street, 26th Avenue South, and 28th Avenue South, except where bus drop-off, plaza, and Station entries, and the passenger drop-off area are located. In the specific location along 26th Avenue South, where there is insufficient land area between the parking garage and the property line to provide 5’ of type II landscaping on the Project’s site, as depicted in Exhibit O, the Project shall provide an average width of 5’ of type V landscaping, planted at the density of type IV landscaping, between the face of the parking garage and the back of the

Exhibit A

adjacent sidewalk. Plant material locations, density, and mixture will be mutually agreed-upon during the building permit approval process. The City recognizes that requiring all perimeter landscaping to be installed solely on the Project site would require the parking garage location to be shifted eastward, reducing the overall dimensions of the plaza along South 200th Street and negatively affecting its ability to accommodate desirable community programming opportunities. Sound Transit will maintain all required perimeter landscaping installed under this Section including the specific locations on City right of way depicted in Exhibit O.

2. Exhibits. A new Exhibit O (Parking Garage Landscaping Area Diagram dated January 15, 2014) is added, a copy of which is attached to this Third Amendment.
3. Effect of this Third Amendment. Unless expressly revised by this Third Amendment, all other terms and conditions of the Agreement shall remain in effect and unchanged.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Third Amendment by having its authorized representative affix her or his name in the appropriate space below.

**CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY
(SOUND TRANSIT)**

THE CITY OF SEATAC

By: _____
Joan M. Earl, Chief Executive Officer

By: _____
Todd Cutts, City Manager

Date: _____

Date: _____

Approved as to form:

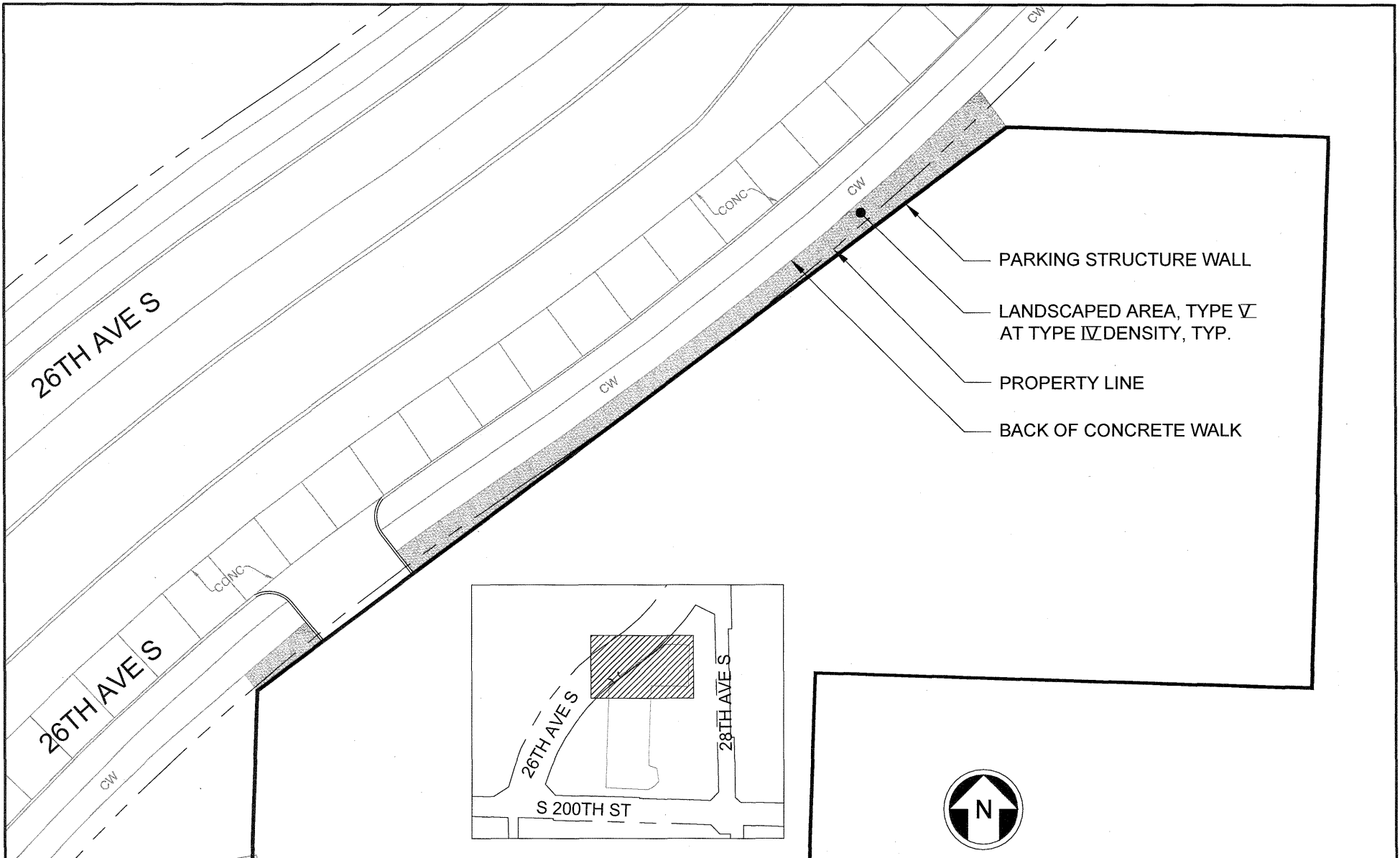
Approved as to form:

By: _____
Stephen G. Sheehy, Senior Legal Counsel

By: _____
Mary Mirante Bartolo, City Attorney

Authorized by Motion No. M2012-40

Authorized by Resolution No. _____



- PARKING STRUCTURE WALL
- LANDSCAPED AREA, TYPE V AT TYPE IV DENSITY, TYP.
- PROPERTY LINE
- BACK OF CONCRETE WALK



Scale: AS SHOWN
 Filename:
 Contract No.:
 Date:

SOUTH 200TH LINK EXTENSION

PARKING GARAGE
 LANDSCAPING AREA DIAGRAM
 JANUARY 15, 2014

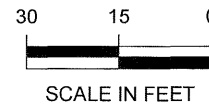


EXHIBIT O