



City of SeaTac

Council Macro Budget Workshop

Agenda

June 23, 2014 (Monday)
4:30 PM

City Hall
Council Chambers

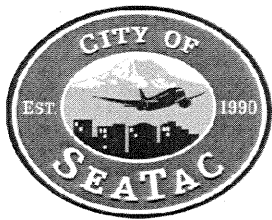
CALL TO ORDER:

PRESENTATION:

- **Macro Budget Presentation and Discussion**
 - 2013-2014 Budget Update**
 - 2015-2016 Budget Planning**
 - 2014-2018 General Fund Financial Forecast**

By: Finance & Systems Director Aaron Antin

ADJOURN:



City of SeaTac

Council Study Session Agenda

June 24, 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 #3623; An Ordinance amending the SeaTac Municipal Code related to the Advisory Tree Board
(total time: 10 minutes / presentation time: 5 minutes)

By: Senior Assistant City Attorney Mark Johnsen

2. PRESENTATIONS – INFORMATION ONLY:

● **Sound Transit Long Range Plan Update** *(total time: 25 minutes / presentation time: 15 minutes)*

By: Sound Transit Government & Community Relations Officer – South Corridor Chelsea Levy

EXECUTIVE SESSION: Review the performance of a public employee *(RCW 42.30.110 [1][g]) (45 minutes)*

ADJOURN:



City of SeaTac

Regular Council Meeting Agenda

June 24, 2014
6:30 PM

City Hall
Council Chambers

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.)

2. PRESENTATIONS (Continued):

- **Introduction of New Senior Engineering Technician Hien Nguyen** (*total time: 5 minutes*)
By: City Manager Todd Cutts
- **2014 Annual State of the Court Address** (*total time: 20 minutes / presentation time: 15 minutes*)
By: SeaTac Municipal Court Judge Elizabeth Cordi-Bejarano

3. CONSENT AGENDA:

- **Approval of claims vouchers** (check no. 107629 - 107796) in the amount of \$3,324,255.76 for the period ended June 20, 2014.
- **Approval of payroll vouchers** (check nos. 52234 – 52256) in the amount of \$149,387.36 for the period ended June 15, 2014.
- **Approval of payroll electronic fund transfers** (check nos. 81407 -81550) in the amount of \$259,853.86 for the period ended June 15, 2014.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$52,672.91 for the period ended June 15, 2014.
- **Pre-approval or final approval of City Council and City Manager travel related expenses** for the period ended June 18, 2014.
- **Ratification of non-represented employee classification and/or compensation adjustments.**

Approval of Council Meeting Minutes:

- **Regular Council Meeting held October 22, 2013**
- **Council Study Session and Regular Council Meetings held November 12, 2013**
- **Council Study Session and Regular Council Meetings held November 26, 2013**
- **Council Study Session held April 8, 2014**
- **Council Study Session and Regular Council Meetings held April 22, 2014**

Agenda Items reviewed at the May 27, 2014 Special Council Study Session and June 10, 2014 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3616; A Motion authorizing the City Manager to renew the Interlocal Cooperation Agreement with King County regarding the Community Development (CDBG/HOME/RHAP) funds

Agenda Bill #3604; A Motion authorizing the City Manager to enter into an interagency Agreement with King County for the design, construction, and operation of Segment B of the Lakes to Sound Trail

Agenda Bill #3597; A Motion authorizing Final Acceptance of the South 188th Street Overlay Project

Agenda Bill #3621; A Resolution increasing Parks and Recreation facility and sports field rental fees on the City's Schedule of Fees

Agenda Bill #3607; An Ordinance amending Chapter 12.12 of the SeaTac Municipal Code, related to Surface and Stormwater – Illicit Discharge Detection and Elimination

4. PUBLIC HEARING:

- **Ten-Year Transportation Improvement Program (TIP) for 2014-2024**

ACTION ITEM:

Agenda Bill #3610; A Resolution adopting the Ten-Year Transportation Improvement Program (TIP) for 2015-2024 (total time: 10 minutes / presentation time: 5 minutes)

By: City Engineer Susan Sanderson

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: Legal

Agenda Bill #: 3623

TITLE: An Ordinance amending Sections 2.46.020 and 2.46.040 of the SeaTac Municipal Code related to the Advisory Tree Board.

<i>June 19, 2014</i>	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 07/08/2014</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 06/24/2014</u>	
Prepared By: <u>Mark S. Johnsen, Senior Assistant City Attorney</u>	
Director: <u><i>Mark S. Johnsen for MMB</i></u>	City Attorney: <u><i>Mark S. Johnsen, Sr. Asst. City Atty</i></u>
Finance: <u>N/A</u>	BARS #: <u>N/A</u>
City Manager: <u><i>Todd Carter</i></u>	Applicable Fund Name: <u>N/A</u>

KSA
MY

SUMMARY: This proposed Ordinance amends Sections 2.46.020 and 2.46.040 to clarify the composition of the Advisory Tree Board.

DISCUSSION / ANALYSIS / ISSUES: In 2009, the City Council created an Advisory Tree Board as part of the process for the City becoming recognized by the "Tree City U.S.A." program. Currently the Municipal Code provides that the Advisory Tree Board have five members made up of a combination of residents and qualified City staff. Since the Boards inception, the membership has consisted of three staff members, one Councilmember, and one resident. This proposed Ordinance would specify the make-up of the Board to reflect the current practice. Additionally, the proposed Ordinance specifies that the City staff positions are appointed by the City Manager and serve indefinitely until a new appointment is made. The other two positions will continue to be filled by Mayoral appointment subject to Council confirmation.

RECOMMENDATION(S): It is recommended that the proposed Ordinance be adopted.

FISCAL IMPACT: None.

ALTERNATIVE(S): Do not adopt the proposed Ordinance.

ATTACHMENTS: None.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending Sections 2.46.020 and 2.46.040 related to the Advisory Tree Board.

WHEREAS, the City Council has determined it is appropriate to amend the SeaTac Municipal Code related to the Advisory Tree Board;

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

Section 1. SeaTac Municipal Code Section 2.46.020 is amended to read as follows:

There is hereby created an advisory Tree Board (hereinafter referred to as "Board") which shall consist of five (5) members. Three (3) members shall be qualified City staff that shall be appointed by the City Manager, one (1) member shall be a Councilmember appointed by the Mayor and confirmed by the City Council, and one (1) member shall be a City resident appointed by the Mayor and confirmed by the City Council. ~~and be made up of a combination of residents of the City and qualified City staff that shall be appointed by the Mayor and approved or confirmed by the City Council.~~

Section 2. SeaTac Municipal Code Section 2.46.040 is amended to read as follows:

Staff members shall serve indefinitely or until new members are appointed by the City Manager. Councilmember and resident mMembers of the Board shall serve for a term of three (3) years. In the event that there is a vacancy, a qualified successor shall be appointed by the Mayor subject to ~~confirmation by the Council in the manner prescribed in SMC 2.46.020.~~ In the event of an unexpired term, tThe appointed successor will then be approved by the City Council to serve the remainder of the unexpired term. ~~The five (5) members of the Board shall be made up of a combination of residents of the City and qualified City staff that will be approved by the City Council.~~

Section 3. This Ordinance shall be in full force and effect thirty (30) days after passage and publication as required by law.

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

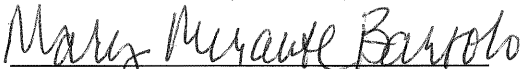
CITY OF SEATAC

Mia Gregerson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Effective Date: _____]

[Amend Advisory Tree Board]

2. PRESENTATIONS – INFORMATION ONLY:

- **Sound Transit Long Range Plan Update** (*total time: 25 minutes / presentation time: 15 minutes*)
By: Sound Transit Government & Community Relations Officer – South Corridor Chelsea Levy

RCM PRESENTATIONS – INFORMATION ONLY:

- **Introduction of New Senior Engineering Technician Hien Nguyen** (*total time: 5 minutes*)
By: City Manager Todd Cutts
- **2014 Annual State of the Court Address** (*total time: 20 minutes / presentation time: 15 minutes*)
By: SeaTac Municipal Court Judge Elizabeth Cordi-Bejarano

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

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

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

www.ci.seatac.wa.us

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

Consent Agenda Date: 6.24.14

Pre-Approval:

WCMA Summer Conference

Aug 19-22, 2014

Suncadia Resort, Cle Elum

Two budgeted, just one attending

Name: Todd Cutts	Estimate
Lodging	720
Meals (some meals included in reg.)	120
Transportation - mileage	100
Registration	325
Total	\$1,265

Approval of Travel-related Expenses:

NLC 2014 Summer Policy Forum/Youth, Education & Families

July 24 – 26, St. Paul, MN

Pre-approval of \$1,975 approved on 5.13.14

Name: Mia Gregerson	Expense
Lodging	
Meals	
Transportation - airfare	434
Registration n/a	0
Total	434

AWC Annual Conference

Jun 17-20, Spokane, WA

Pre-approval of \$1,206 on 6.10.14

Name: Kathryn Campbell	Expense
Lodging (3 nights)	486.45
Meals (reg. incl. some meals)	
Transportation – at airfare rate, not mileage reimb. per travel policy	174
Registration	450
Total	1,110.45



MEMORANDUM

Date: June 24, 2014

To: SeaTac City Council

From: Todd Cutts, City Manager *TC*

cc: Gwen Voelpel, Acting Human Resources Director
Stephanie Johnson, Senior Human Resources Analyst

Re: **Job Reclassification – Human Resources Director**

Summary

The departure of the Human Resources (HR) Director in May subsequent to the Council's approval of a Mutual Separation Agreement prompted a position re-evaluation. As a result, I am recommending reclassification of the HR Director position (salary range 76) to the position of HR Manager (salary range 66). This change will become effective 30 days after the publishing of the attached ordinance, as dictated by law.

Analysis

In May 2014, I asked the HR Department to conduct a review of job descriptions and salary ranges for the lead staff member of HR departments within the City's comparables. My intent was to properly allocate City resources based on recent changes to the requirements of the position, which includes removal of or reduction in various duties due to the contractual consolidation with the Kent Regional Fire Authority (RFA). Those changes affect the level and depth of responsibility for collective bargaining agreement negotiations, ongoing labor relations management, workers' compensation management and more. In addition, pending process improvements related to classification and compensation analysis could further reduce the complexity and volume of work required of leadership in HR.

In conducting the review, the HR Department provided job descriptions for our ten comparable cities and a high-level analysis of education, experience and duties as well as salary information for both HR Directors and HR Managers. A summary of that research is attached. I carefully reviewed, analyzed and—if appropriate—revised all information provided by the HR Department staff to reach my conclusions independently since this position will continue to report to the City Manager.

My key findings are:

1. The highest level HR Department position in our comparable cities is evenly split between directors and managers.

2. There appears to be no “bright line” or significant differences between the duties of the managers and directors in the ten cities; the key elements of education, experience and duties are all extremely similar if not identical for all intents and purposes.
3. A number of revisions to the job description of the HR Director (attached) will properly reflect the new duties and my expectations of the position of a HR Manager, including an emphasis on labor relations and problem solving at the lowest level.
4. There are differences between the clients of those HR departments—number of bargaining units, the presence of civil service staff, overall number of employees and reporting relationships. Because of these factors, I am removing Burien and University Place from the calculations as I don’t find them sufficiently comparable.
5. Removing the HR Directors and the smaller municipalities from the salary survey calculation results in a 2014 average monthly salary of \$9,017 per month. I am recommending to place the SeaTac HR Manager at salary range 66. This is approximately 0.9% above the market average, using the maximum of the pay range as the comparison point.

Fiscal Impact

Per Council’s policy direction, with the job audit analysis and the attached salary survey, I am recommending that the vacant position of HR Director be reclassified to HR Manager while incorporating the recent changes in duties, responsibilities and requirements into the job description. I am also recommending that the position be reallocated to non-represented salary range 66.

The above recommendations have the following fiscal impact:

	2014		Proposed	
<u>Number of Employees</u>	<u>Range</u>	<u>and Salary/Month</u>	<u>Range</u>	<u>and Salary/Month</u>
One in HR	76	\$9,097 - \$11,644	66	\$7106-\$9,097

Based on the top step (Step F) of the former and proposed salary ranges, this adjustment is a \$2,547 per month base wage decrease or a 22% adjustment.

Authority

Council Ordinance allows the City Manager, with written justification, “...to adjust non-represented employee classification and compensation, subject to ratification by the Administration and Finance Committee, when necessary in order to carry out sound personnel management and to accomplish objectives within the City’s defined commitments.” The SeaTac City Council has also directed that salary ranges for non-represented (NR) employees be set at the 50% level, which is the market average.

Approval

Please sign below to indicate your approval to implement the above recommendations.

Ratified:

Mia Gregerson
Mayor

Date

Attachments

Comparable Human Resource Department Data
Job Description
Salary Survey

**City of SeaTac
Salary Survey**

2014

Position: Human Resources Director/Manager

Confidential

City	Salary Range		Leadership	# of Bargaining Units	# of Civil Service Positions	Education Required	Experience Required	# of HR Staff	# of City Staff	Comments
	Low	High								
Bonney Lake	\$ 6,188	\$ 7,658	HR Manager	2	35 Police. Contract for Fire	Bachelors	5 Years	1: HR Manager	137	Reports to Administrative Services Director. Chief Negotiator. Class/Comp in-house. Talking about using Cabot Dow for couple of studies and model for costing.
Bothell	\$ 9,588	\$ 12,190	HR Director	4	150	Bachelors. PHR or SPHR preferred.	5 Years	6: HR Director Senior HR Analyst HR Analyst HR Analyst/Payroll HR Payroll Specialist Office Specialist	295.75	Payroll. Outside consultant class/comp. Chief negotiator.
Burien	\$ 7,004	\$ 8,513	HR Manager	0	Contract for Police and Fire	Bachelors. PHR preferred.	5 Years	1: HR Manager	72.61	In-house class/comp.
Edmonds	\$ 6,897	\$ 9,243	HR Manager	4	65	Bachelors. SPHR preferred.	4-6 Years	2+: Reporting Director HR Manager HR Analyst	205	Reporting Director is Parks & Recreation Cultural Services Director - 5% premium pay. Reporting Director Chief Negotiator. In-House class/comp.
Issaquah	\$ 7,952	\$ 10,149	HR Manager	4	32 Police. Contract for Fire.	Bachelors	5 Years	2: HR Manager HR Coordinator	235	Chief negotiator. Last class/comp study 2007 by consultant.
Lynnwood	\$ 8,580	\$ 10,858	HR Director	7				4: HR Director 2 HR Analysts Admin Assistant		Chief negotiator. In-house class/comp.
Marysville	\$ 8,911	\$ 12,409	HR Director (working under Asst Director title)	2	68 Police. Contract for Fire	Bachelors	5 Years	3: HR Director HR Analyst HR Specialist	243	Admin. Services Director Chief Negotiator. Use Summit Law. In-house class/comp
Puyallup	\$ 8,391	\$ 10,909	HR Director	6	50 - Contract for Fire	Bachelors	5 Years	4: HR Director HR Manager HR Generalist HR Coordinator	296.5	Self Insured for medical, dental, vision, works comp and unemployment. Chief negotiator.
Tukwila	\$ 9,071	\$ 11,795	HR Director	7	144	Bachelors	5 Years	4: HR Director HR Analyst HR Technician HR Assistant	324	Self Insured. Contracts for negotiations and some class/comp
University Place	\$ 5,358	\$ 7,055	HR Manager	1	Contract for Police and Fire	Any combo - typical Bachelors	5 Years	1: HR Manager	47.8125	Public Works Director Chief negotiator. In-house class/comp.
Average	\$7,794	\$10,078								
SEATAC	\$9,097	\$11,644	Current Range 76	1	Contract for Police and Fire	Bachelors. Masters preferred	5 Years	4: HR Director Senior HR Analyst HR Analyst HR Technician	116	Risk - Standard Tort Claims for Damage
% SeaTac above/below market	14.3%	13.5%								

Des Moines	\$ 7,089	\$ 8,616	HR Manager		44 Police. Contract for Fire	Bachelors	5 Years	1: HR Manager		Chief negotiator is City Manager. Class/comp in-house.
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CITY OF SEATAC

**CLASS TITLE: HUMAN RESOURCES
DIRECTOR/MANAGER**

Salary Range: 76A Under
Review 66

FLSA: Exempt

Union: Non-Represented

BASIC FUNCTION:

Under the ~~general~~ direction of the City Manager, plan, organize and ~~direct~~ manage the City-wide comprehensive human resources and safety/risk management functions and programs of the City; train, supervise and evaluate the performance of assigned personnel. Provide guidance to staff in resolving work related issues at the lowest level possible to foster a positive work environment.

REPRESENTATIVE DUTIES:

1. Plan, organize and ~~direct~~ manage the City-wide comprehensive human resources and safety/risk management functions and programs of the City including recruitment and selection, employee relations and development, training, benefit programs, wage classification and salary compensation administration, employee recognition and safety, wellness and health/risk management to ensure human resource legal compliance, safety and health/risk management. ~~and~~ Assist with organizational development and strategic planning as assigned. *E*
2. Perform internal consulting services function for department heads and supervisors regarding personnel needs and issues; provide career counseling and work related consultation for employees; provide mediation and conflict resolution services in a variety of work related disputes. Provide guidance to staff in resolving conflicts expeditiously and equitably ensuring a safe, civil, fair and productive experience. *E*
3. Manages labor relations activities to assist the City Manager in partnering with City labor unions and their members. Participate on the City's negotiating team and represent the City in labor negotiations with assigned unions; develop or assist in developing proposals and contract language. Perform and monitor staff research on contract and labor relations issues; administer labor contracts, consult with supervisors and employees regarding contract interpretation and labor relations issues, investigate, resolve or mitigate grievances; represent the City in grievance arbitration; train management in contract interpretation and administration of labor issues. *E*

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- ~~2. Perform internal consulting services function for department heads and supervisors regarding personnel needs and issues; provide counseling for employees; provide mediation and conflict resolution services in a variety of work related disputes. *E*~~
- ~~3-4. Develop and implement City-wide Human Resources programs and functions; participate in strategic planning activities as assigned to provide the Human Resources impacts on existing or proposed City plans and programs in support of City wide goals. *E*~~
- ~~4. Participate on the City's negotiating team and represent the City in labor negotiations with assigned unions; develop or assist in developing proposals and contract language. *E*~~
- ~~5. Supervise and evaluate the performance of assigned staff; recommend salary increases, promotions, discipline, reassignment and terminations according to established procedures. *E*~~
- ~~6-5. Manage human resources programs to Assure legal compliance with federal, state, and local laws regarding personnel/human resources functions relating to employee hiring, discipline, and termination and to assure fairness and consistency in the treatment of employees. Responsible for monitoring the City's personnel policies and practices; recommend corrective actions to ensure compliance when necessary. *E*~~
- ~~7-6. Develop, administer, and monitor department assigned budgets to; assure compliance with proper fiscal regulations and City policies; monitor and control expenditures. Recommend approval of budget expenditure requests. Provide updates of department activity. *E*~~
- ~~8-7. Perform and monitor staff research on contract and labor relations issues; administer labor contracts, consult with supervisors and employees regarding contract interpretation and labor relations issues, investigate, resolve or mitigate grievances; represent the City in grievance arbitration; train management in contract interpretation and administration of labor issues. *E*~~
- ~~9-8. Provide staff liaison, research and special projects for assigned citizen and employee boards, committees and commissions; oversee staff support for specified boards, and committees.~~
- ~~10-9. Develop or monitor development and administration of mandated and discretionary training such as safety and legal issues; train others in performance appraisal documentation and interview process, supervisory skills, strategic planning, and other related subjects. Work collaboratively with Department heads and supervisors to create a City wide strategic training plan.~~
- ~~11-10. Administer wage, classification, salary and fringe benefit programs; direct research of market information; develop recommendations on salaries, increases, and pay~~

and benefit practices for adoption by the Council. Manage the City's classification and compensation programs. Maintain job descriptions, position control, salary and benefits administration for adoption by the City Manager and City Council.

~~12.~~ Prepare and maintain a variety of personnel related records and reports; submit to appropriate personnel. Oversee records retention and management for the Human Resources Department under Washington State retention rules including responding to and disseminating information as allowed for public records requests.

~~13.~~~~11.~~ Prepare materials for and make presentations to the City Council regarding Human Resources matters as requested.

~~14.~~~~12.~~ Communicate with City departments and outside organizations to exchange information, coordinate activities, and resolve issues or concerns.

~~15.~~~~13.~~ Perform related duties as assigned.

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E denotes an essential function of the job

KNOWLEDGE, SKILLS AND SKILLSABILITIES:

KNOWLEDGE OF:

- Personnel and labor relations rules, regulations and laws.
- Conduct, analysis and implementation of wage and salary administration and salary surveys.
- Job analysis techniques.
- Contract negotiation and administration.
- Industrial safety and health and safety program administration.
- Legal issues related to personnel practices.
- Classification and compensation methodologies.
- Employee benefits and assistance programs.
- Bargaining agreements and union contracts.
- Research methods, data collection, sampling techniques and statistical analysis.
- Operation, procedures and methods utilized in a personnel office.
- Budget preparation and control.
- Principles and practices of administration, supervision and training.
- City organization, operations, policies and objectives.
- Record-keeping techniques.
- Interpersonal skills using tact, patience and courtesy.
- ~~Public speaking skills.~~

SKILL IN:

- Planning, organizing, and directing the City-wide comprehensive human resources and safety/risk management functions and programs.
- Providing technical information and assistance to others concerning employment policies and personnel transactions.
- Performing a variety of professional personnel duties involving recruitment, selection, testing and classification analysis.
- Collecting, compiling, analyzing and tabulating statistical data.
- Training, supervising and evaluating personnel.
- Reading, interpreting, applying and explaining rules, regulations, policies and procedures.
- Maintaining current knowledge of program rules, regulations, requirements and restrictions.
- ~~Analyzing situations accurately and adopting an effective course of action.~~
- ~~Working independently with little direction.~~
- Meeting schedules and time lines.
- ~~Establishing and maintaining cooperative and effective working relationships with others.~~
- Communicating effectively both orally and in writing.
- Planning and organizing work.
- Public speaking.

ABILITY TO:

- Analyze situations accurately and adopt an effective course of action.
- Establish and maintain cooperative and effective working relationships with others.
- Work independently with little direction.
- Meet schedules and time lines.

REQUIRED EDUCATION AND EXPERIENCE:

- ~~Bachelor's degree in personnel, business administration, or related field. Masters degree preferred.~~
- Five (5) years experience in human resources functions including at least ~~one~~two (±2) years in a management/supervisory capacity.
- PHR or SPHR preferred.
- A combination of experience and training that provides the candidate with the knowledge and skills to perform the job will be considered.

LICENSES AND OTHER REQUIREMENTS:

None.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment.

PHYSICAL ABILITIES:

Dexterity of hands and fingers to operate a computer keyboard and other standard office equipment, hearing and speaking to exchange information and make presentations, sitting or standing for extended periods of time, seeing to verify documents and monitor personnel activities.

HAZARDS:

None other than standard hazards involved in working in an office position and driving a vehicle to meetings.

Developed: 11/96

Revised: 06/09 S.Mahaffey/C. Ward

S. Mahaffey 06/14 S. Johnson/G. Voelpel/T. Cutts

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City of SeaTac Salary Survey

2014

Position: Human Resources Manager

Confidential

City	Salary Range		Comments
	Low	High	
Bonney Lake	\$ 6,188	\$ 7,658	HR Manager
Bothell			HR Director
Burien			HR Manager - No Match - Less Responsibility
Edmonds	\$ 6,897	\$ 9,243	HR Manager
Issaquah	\$ 7,952	\$ 10,149	HR Manager
Lynnwood			HR Director
Marysville			HR Director
Puyallup			HR Director
Tukwila			HR Director
University Place			HR Manager - No Match - Less Responsibility
Average	\$7,012	\$9,017	
SEATAC	\$7,106	\$9,097	Recommended Range 66
% SeaTac above/below market	1.3%	0.9%	



MEMORANDUM

Date: June 24, 2014

To: City Council

Through: Todd Cutts, City Manager ^{TC}

From: Gwen Voelpel, Acting Human Resources Director and Stephanie Johnson,
Senior Human Resources Analyst

CC: J. David Carnes, Public Works Inspection Supervisor
Tom Gut, Public Works Director

Re: **Salary Survey – Public Works Inspection Supervisor**

SeaTac City Council Ordinance directs that salary ranges for non-represented (NR) employees are to be set at the 50% level, which is the market average. In addition, the Employee Handbook, Page 12.1, states that the Human Resources (HR) Department may review the pay range of a NR job classification at the request of the department director and City Manager. Such a salary review request was received by the HR Department on January 16, 2013 for the position of Public Works Inspection Supervisor. In response, the HR Department conducted a market salary survey of this position, the detailed result of which is attached for your information.

HR's salary survey analysis and recommendation are summarized as follows:

1. The Public Works Inspection Supervisor is a single incumbent classification allocated in salary range 57 of the City's NR salary schedule.
2. A salary survey of the City's 2013 comparable jurisdictions revealed that there was insufficient data for comparison within a list of twenty-five (25) comparable jurisdictions to determine an appropriate market driven salary recommendation.
3. The City Council signed resolution 14-005 on March 11, 2014 which allows the City to use internal equity in determining the appropriate salary range for employees when there is insufficient similar employment in the City's similar public market.
4. Human Resources conducted an internal equity analysis to find two (2) positions comparable to the Public Works Inspection Supervisor classification based on Knowledge, Complexity, Accountability/Responsibility and Working Conditions.
5. The Assistant Building Services Manager allocated to NR salary range 60 and the Stormwater Compliance Manager allocated to NR salary range 62 require similar experience and education requirements and are supervisors of employees performing inspection in an indoor and outdoor public works environment similar enough to the PW Inspection Supervisor to make them good position matches.
6. If the Public Works Inspection Supervisor classification were to be adjusted to NR salary range 61, it would be allocated at the average of the two comparable internal positions.

Salary Survey
 Public Works Inspection Supervisor
 Page 2 of 2

7. If approved, the salary range adjustment would be retroactive to February 16 2013, which is thirty (30) days after the HR Department's receipt of the salary review request per the Employee Handbook.

The above recommendations have the following fiscal impact:

<u>Number of Employees</u>	<u>Current Sal Range/Step</u>	<u>2013 Salary/Mo</u>	<u>Proposed Salary Range/Step</u>	<u>2013 Salary/Mo</u>	<u>Effective Date</u>
One in P.W. Dept	57 F	\$7,086	61E	\$7,444	02/16/13

The employee would be eligible to move to range 61 step F retroactive to February 16, 2014 at a 2014 rate of \$8,040 per month.

The above adjustments would be 5%, or \$358 per month from February 16, 2013 – December 13, 2013, 7.8% or \$567 per month January 1, 2014 – February 15, 2014, and 12.8% or \$954 per month effective February 16, 2014 base wage increase for the one employee. The fiscal impact would be absorbed within the Public Works Department's budget.

With approval of the City Manager and ratification by the City Council, the above salary adjustment will be provided to the HR and Finance departments to make the necessary administrative, budget and payroll adjustments. Please sign below to indicate your approval to implement the above recommendations.

Approved as recommended:

 Todd Cutts Date
 City Manager

Ratified:

 Mia Gregerson Date
 Mayor



4800 South 188th Street
SeaTac, WA 98188-8605

City Hall: 206.973.4800
Fax: 206.973.4809
TDD: 206.973.4808

To: J. David Carnes, Public Works Inspection Supervisor
CC: Gwen Voelpel, Acting Human Resources Director
Tom Gut, Public Works Director
From: Stephanie Johnson, Senior Human Resources Analyst
Subject: Internal Equity Analysis for Public Works Inspection Supervisor
Date: June 12, 2014

Thank you for your continued patience with your salary survey request.

Comparable matches weren't available in either our usual ten (10) or broader expanded list of twenty five (25) cities.

On March 11, 2014 the City Council signed resolution 14-005 which allows the City to use internal equity in determining the appropriate salary range for employees when there is no similar employment or insufficient similar employment in the City's similar public market.

It was determined there is insufficient similar employment in the City's similar public market, the Human Resources Department is tasked with conducting an internal equity analysis for the Public Works Inspection Supervisor classification.

What is Internal Equity:

An internal equity analysis is an internal comparison to balance your position with other positions in the City. It addresses compression (how close your pay range is to your subordinates and to your supervisor or other classification in the City in a series). It is based on a comparison of job duties/responsibilities (education and experience, license and certification requirements) in a job description.

Summary of facts:

There are twelve (12) additional classifications in the City's classification and compensation plan that are non-represented, supervisory positions and are not a department head:

1. Assistant Building Services Manager
2. Building Services Manager
3. Engineering Review Manager
4. Executive Assistant
5. GIS Coordinator/Analyst
6. Information Systems Manager
7. Park Operations Manager
8. Planning Manager
9. Public Works Maintenance Supervisor
10. Recreation Supervisor

Mayor
Mia Gregerson

Deputy Mayor
Tony Anderson

Councilmembers
Barry Ladenburg
Kathryn Campbell
Terry Anderson
Dave Bush
Pam Fernald

City Manager
Todd Cutts

Assistant City Manager
Gwen Voelpel

City Attorney
Mary Mirante Bartolo

City Clerk
Kristina Gregg

11. Stormwater Compliance Manager
12. Treasury Operations Manager

When Human Resources conducts an internal equity analysis, we provide an objective review of the position for job classification based on 4 factors: Knowledge, Complexity, Accountability/Responsibility and Working Conditions.

The Public Works Inspection Supervisor classification requires two (2) years of college-level course work in civil engineering, four (4) years progressively responsible public works construction or inspection experience and a valid driver's license.

The position reports to the City Engineer and has three (3) subordinates all currently in the Senior Public Works Inspector classification.

The position works in an outdoor and office work environment.

Findings:

Surveying our internal organization, I found that there were four (4) positions for which the working conditions are similar to that of the Public Works Inspection Supervisor classification. Those are Assistant Building Services Manager, Parks Maintenance Manager, Public Works Maintenance Supervisor and Stormwater Compliance Manager.

I eliminated the Parks and Public Works Maintenance positions because their level of accountability/responsibility for management of a division is greater. That left two (2) positions for consideration using comparable factors and similar work.

1. Assistant Building Services Manager

Requires an Associate of Arts degree in construction technology, structural engineering, construction management or closely related field. Bachelor's is preferred. Requires three (3) years experience as a building inspector and plans examiner. Prior experience in successfully managing others is highly desired. Requires valid ICC certificates as a Plans Examiner and Building Inspector and as a Mechanical and Plumbing Inspector preferred. Requires valid driver's license.

This position reports to the Building Services Manager and has two (2) subordinates both currently in the Plans Examiner/Inspector 2 classification.

The position works in an outdoor and office work environment.

2. Stormwater Compliance Manager

Requires a Bachelor of Science degree in Civil Engineering, or related field. Three (3) years of increasingly responsible experience in stormwater management. At least one (1) year of which involves program management. Requires Valid Washington State driver's license. Professional Engineer (PE) license preferred.

This position reports to the Public Works Director and has two (2) subordinates. Of those two (2) subordinates there is one (1) Water Quality Technician and one (1) Resource Conservation Public Works Program Coordinator.

The position works in an outdoor and office work environment.

Like the Public Works Inspection Supervisor classification, these positions have responsibility for supervision of staff who perform inspection for City business.

Recommendation:

Taking these two (2) classifications into consideration and their corresponding salary ranges on the City's salary schedule, I am recommending that your position be reallocated to range 61 on the City's 2013 salary schedule.

Effect On Your Position:

Your position is currently placed in pay grade 57, step F and your 2013 pay was \$7,086 per month. Following approval of your salary survey recommendation from the City Manager and ratification from the City Council, your position will be moved to pay grade 61 step E at \$7,444 per month which is five percent (5%) above your 2013 salary retroactive to February 16, 2013, which is thirty (30) days following HR's receipt of your salary survey request in accordance with the Employee Handbook. Your pay anniversary date will change to February 16. Therefore, February 16, 2014 you would have been eligible to move to step F in the range at \$8,040 per month on the 2014 salary schedule.

During the salary survey process for your position, you and your supervisor agreed to make changes to your job description which can also be adopted at the conclusion of your salary survey implementation.

Attachments:

Salary Survey
Job Description Draft
Resolution 14-005

Internal Equity Analysis - Public Works Inspection Supervisor

Position	Grade
Assistant Building Services Manager	60
Stormwater Compliance Manager	62
	61 AVERAGE

Other Comps for Consideration:

Recreation Supervisor	52	Too different working conditions. Recreation not a good match for equity analysis to PW Inspection Supervisor
GIS Coordinator/Analyst	55	Too different working conditions. Technology not a good match for equity analysis to PW Inspection Supervisor
Treasury Operations Manager	58	Too different working conditions. Finance not a good match for equity analysis to PW Inspection Supervisor
Information Systems Manager	66	Too different working conditions. Technology not a good match for equity analysis to PW Inspection Supervisor
Public Works Maintenance Supervisor	60/66	Considered. Higher level of responsibility to manage a division of a large department.
Park Operations Manager	61	Considered. Higher level of responsibility to manage a division of a large department.

Total Group:

Assistant Building Services Manager	60
Public Works Maintenance Supervisor	60
Park Operations Manager	61
Stormwater Compliance Manager	62
Recreation Supervisor	52
GIS Coordinator/Analyst	55
Treasury Operations Manager	58
Information Systems Manager	66
	59

Internal Equity Analysis - Public Works Inspection Supervisor

Position	Education Reqs	Experience Reqs	License & Other Requirements	Reports To	# of Direct Reports	Working Conditions
PW Inspection Supervisor	Two (2) years college-level course work in civil engineering	Four (4) years progressively responsible public works construction or inspection experience.	Valid Washington State driver's license	City Engineer	3	Outdoor work environment, subject to working in confined work spaces.
Assistant Building Services Manager	Associate of Arts degree in construction technology, structural engineering, construction management or closely related field. Bachelor's preferred.	Three (3) years experience as a building inspector. Three (3) years experience in plans examination. Prior experience in successfully managing others is highly desired.	Valid ICC certificates as a Plans Examiner and Building Inspector required. Valid ICC certificates as a Mechanical and Plumbing Inspector preferred. Valid driver's license.	Building Services Manager	2	Work is primarily performed in an office with extensive work at a desktop computer. The position also involves performing commercial and building inspections which includes working both indoors and outdoors subject to seasonal heat, cold and adverse weather conditions.
Stormwater Compliance Manager	A Bachelor of Science degree in Civil Engineering, or related field.	Three (3) years of increasingly responsible experience in stormwater management. At least one (1) year of which involves program management.	Valid Washington State driver's license. Professional Engineer (PE) license preferred.	Public Works Di	2	Work is generally performed in an office environment with extensive time spent at a desktop computer. Some travel to a variety of locations in all weather conditions to perform field work is required. Occasional attendance at evening meetings is required.

**City of SeaTac
Salary Survey**

2013

Position: Public Works Inspection Supervisor

Confidential

City	Salary Range		Degree of Match	Comments
	Low	High		
Assistant Building Services Manager (60)	\$ 5,961	\$ 7,630	Good	
Stormwater Compliance Manager (Range 62)	\$ 6,263	\$ 8,017	Good	
Average	\$6,112	\$7,824		
SEATAC (Range 57)	\$5,535	\$7,086		Public Works Inspection Supervisor
\$ Differential	(\$577)	(\$738)		
% Differential	-10.4%	-10.4%		
Recommended Salary	\$6,110	\$7,821		Recommended Range 61
% SeaTac above market	-0.03%	-0.03%		Recommended Range 61

Degree of Match

No Match = No Match

Good = Good Match

Less = Match with less duties & responsibilities

More = Match with more duties & responsibilities

CITY OF SEATAC

~~CLASS TITLE: PUBLIC WORKS INSPECTION SUPERVISOR~~

CLASS TITLE: PUBLIC WORKS INSPECTION SUPERVISOR

Salary Range: Under Review

FLSA: Exempt

Union: Non-Represented

BASIC FUNCTION:

Under the supervision of the ~~Engineering Manager~~City Engineer, plan, schedule and coordinate the ~~public works~~ project inspection activities for the City; serve as the City's field liaison during construction of major capital improvement projects; assure adherence to construction policies, documentation standards and testing requirements; supervise and evaluate the performance of assigned staff; assure work is of high quality and safely and efficiently performed.

REPRESENTATIVE DUTIES:

1. Plan, schedule and coordinate the ~~public works~~ project inspection activities for the City; develop construction contract inspection practices and procedures for management review and approval; develop and maintain reporting and tracking procedures; assure work is of high quality and safely and efficiently performed. *E*
2. Serve as City's field liaison during construction of major capital improvement projects; determine level, type and frequency of testing required for specific project activities; assure adherence to construction policies, documentation standards and testing requirements; attempt to resolve deficiencies and errors in materials and services with contractors, manufacturers and suppliers. *E*
3. Review complex, large project design plan submittals for construction viability and accuracy; suggest options for alternate methods of construction or redesign of facilities when in the City's best interest. *E*
4. Review inspection reports and logs for clarity, accuracy and content; ensure inspector's reports meet complex requirements of federal and State funding agencies for cost reimbursement; apply corrective action and instruction as needed. *E*

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5. Serve as the City's first point of contact on major capital projects during the construction phase; ensure affected property and business owners are adequately notified of project schedules, work progress and major work activities. *E*

6. Supervise and evaluate the performance of assigned staff; provide training for new inspectors and contract inspectors; assist with interviewing and selection procedures; recommend promotions, salary increases, discipline and terminations as appropriate. *E*

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September 2000

Public Works Inspection Supervisor - Continued

Page 2

7. Perform related duties as assigned.

E denotes an essential function of the job

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KNOWLEDGE, SKILLS AND ABILITIES:

KNOWLEDGE OF:

- City organization, operations, policies and objectives.
- Federal and State safety, environmental and operational codes, laws and regulations governing public works construction.
- Materials, methods, specifications, standards and practices used in public works construction.
- Technical aspects of public works construction inspection.

Cost estimate preparation:

- Land surveying practices, techniques and principles.
- Basic supervisory principles and practices.
- Technological advances in the field.

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SKILL IN:

- Engineering plans, specifications and blueprint interpretation.
- Basic supervisory principles and practices
- Oral and written communication skills.

Interpersonal skills using tact, patience and courtesy:

- Serving as field liaison during construction of major capital improvement projects.

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- Maintaining accurate records and preparing operational reports.
- Reviewing preliminary construction plans, evaluating alternative methods of design and construction; proposing alternative procedures when necessary.
- Reviewing and updating field methods, procedures and policies when necessary.
- Interpreting specifications and establishing testing and sampling procedures appropriate for the level of complexity of a wide variety of capital projects.

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ABILITY TO:

- Plan, schedule and coordinate public works project inspection activities.
- Develop construction inspection practices and procedures.
- Develop and maintain reporting and tracking procedures.

Serve as field liaison during construction of major capital improvement projects.

Interpret specifications and establish testing and sampling procedures appropriate for the level of complexity of a wide variety of capital projects.

Review preliminary construction plans, evaluate alternative methods of design and construction; propose alternative procedures when necessary.

- Coordinate contractor's activities, provide advance notification of affected properties, and resolve field issues concerning contractor operations.
- Read, interpret, apply and explain rules, regulations, policies and procedures.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Supervise, evaluate, motivate, train, and direct the work of others.

Maintain current knowledge of technological advances in the field; review and update field methods, procedures and policies when necessary.

Maintain accurate records and prepare operational reports.

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September 2000
Public Works Inspection Supervisor – Continued

Page 3

- Use tact, patience and courtesy.

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REQUIRED EDUCATION AND EXPERIENCE:

- Any combination equivalent to: Two (2) years college-level course work in civil engineering and four (4) years progressively responsible public works construction or

inspection experience.

- A combination of education, training and experience that provides the candidate with the knowledge skills and abilities to perform the job will be considered.

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LICENSES AND OTHER REQUIREMENTS:

- Valid Washington State driver's license. A three year driving record abstract must be submitted prior to hire.
- Certified Public Infrastructure Inspector (CPII) certification required within one (1) year of hire.
- Valid Washington State Traffic Control Flagger card required within 6 months of hire.
- Certified erosion and sediment control lead certification required within 6 months of hire.
- First Aid certification required within 6 months of hire.

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WORKING CONDITIONS:

ENVIRONMENT:

Outdoor work environment, subject to working in confined work spaces. Subject to driving a City vehicle to conduct work.

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PHYSICAL ABILITIES:

Climbing ladders; lifting and carrying objects weighing up to 30 pounds; walking on rough and uneven surfaces; standing for extended periods of time; seeing to inspect construction sites and plans; hearing and speaking to communicate with others; kneeling and bending to perform inspections; dexterity of hands and fingers to operate engineering and measuring tools.

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HAZARDS:

Working at construction sites; exposure to working around machinery having moving parts; possible exposure to fumes and gases from gas mains and manholes.

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September Developed: 09/2000
Updated: 06/2014 T. Gut/S. Johnson

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RESOLUTION NO. 14-005

A RESOLUTION of the City Council of the City of SeaTac, Washington, providing direction and clarification of the Personnel Policies and Procedures for employee classification and compensation as it relates to internal equity.

WHEREAS, Chapter 2.65 of the SeaTac Municipal Code (SMC) established personnel policies and procedures; and

WHEREAS, SeaTac City Council Ordinance 94-1015 directs “That the salary ranges for the pay and compensation for non-represented employees of the City shall be set at the 50% level pursuant to the classification and compensation study, Ewing 1993”; and

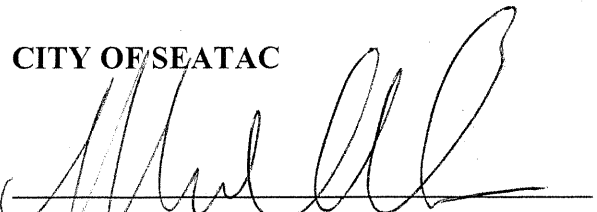
WHEREAS, it is appropriate and necessary to provide further clarification and direction for the application of the above Council policy direction with respect to the salary ranges for non-represented employees in rare and unique circumstances when sufficient market data is not available to establish the 50% level;

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

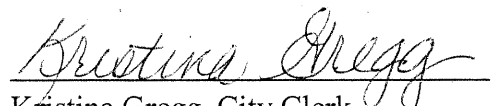
Section 1.

1. The salary ranges for the classification and compensation plan for employees shall meet the purposes expressed in SMC Chapter 2.65.020.
2. “Competitive compensation” shall be set at the 50% level of similar employment by other public employers.
3. When there is no similar employment or insufficient similar employment in the City of SeaTac’s similar public market, the City may use and/or consider internal equity in determining the appropriate salary range for employees, while aiming to meet the intent of SMC Chapter 2.65.020.
4. The City Manager is hereby directed to develop, promulgate and implement personnel policies and/or procedures to carry out the intent of this Resolution.

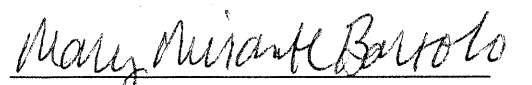
PASSED this 11 day of March, 2014 and signed in authentication thereof on this 11 day of March, 2014.

CITY OF SEATAC

Mia Gregerson, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Resolution regarding salaries]

City of SeaTac

Regular Council Meeting Minutes

October 22, 2013
6:30 PM

City Hall
Council Chambers

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

COUNCIL PRESENT: Mayor Anthony (Tony) Anderson (*participated by phone until 7:39 p.m.*), DM Mia Gregerson, Councilmembers (CMs) Barry Ladenburg, Rick Forschler, Terry Anderson, Dave Bush, and Pam Fernald.

STAFF PRESENT: City Manager Todd Cutts, Senior Assistant City Attorney Mark Johnsen, City Clerk Kristina Gregg, Police Administrative Captain Annette Louie, Human Services (HS) Program Manager Colleen Brandt-Schluter, and Recreation Supervisor Marlon Olson.

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

PUBLIC COMMENTS: There were no public comments.

PRESENTATIONS (Continued):

● **Presentation of Purchase Awards for Photo Exhibit**

Recreation Supervisor Olson and DM Gregerson presented the purchase awards to: Roxanne Higgins – Colorful Canoes, Greg Rubstello – SODO Morning, Wendy Engquist – Pond Ice Abstract II, Linda Kenny – Ghost Shooter, and Jeff Lantz – Golden Stairs.

● **Highline School District (HSD) Strategic Plan**

HSD Superintendent Dr. Susan Enfield presented the Strategic Plan detailing the planning process.

She reported on the plan's pillars (equitable access to rigorous, standards-based instruction; results focused professional learning and collaboration; strong partnerships with families and community; and a culturally-responsive organization), and goals (mastery by Grade 3; success in Algebra; high school graduation; zero suspensions; bilingual, biliterate; and tech-savvy, tech-literate).

The HSD is asking the community to partner with them, to help them inform the community of facility needs and the 2014 bond and 2015 levy.

Ms. Enfield also announced that she is recommending closure of Odyssey High School. The HSD is spending double per student at Odyssey versus other schools.

Discussion ensued regarding students with special needs, Odyssey High School, technology, community partnerships, and internships.

DM Gregerson suggested the Highline Communities Coalition (HCC) draft a Resolution for approval by all HCC cities.

● **HealthPoint Medical & Dental**

Resource Development Manager Beth Church stated that HealthPoint is a funded non-profit HS agency. She detailed the services provided to SeaTac residents through the HS funding: primary medical and dental care.

HealthPoint has provided preventive and primary medical care to 5,000 SeaTac residents and 300 SeaTac adolescence in 2013. Dental services have been provided to 400 SeaTac residents. HealthPoint offers multiple services in one place, making it easier for people to obtain healthcare. HealthPoint does not turn anyone away because of an inability to pay.

She shared stories of actual clients using their services and thanked the City for its continued support.

● **Library Advisory Committee Annual Report**

Chair Cheryl Forbes introduced King County Library System (KCLS) Library Cluster Manager John Sheller and Committee member Taryn Hill.

Ms. Forbes reviewed the committee's mission statement and library use statistics.

Mr. Sheller stated that the 2013 statistics include through August 2013 and reflects restructuring of library staffing to include and encourage more librarians out in the community.

PRESENTATIONS (Continued):

Library Advisory Committee Annual Report (Continued): In 2013, the KCLS launched a pretty substantial planning process that includes community needs assessment. He requested City staff or Council, as part of the planning process, meet to share the data they found, what they've learned about SeaTac, and areas they see potential unmet needs that they could address through library service.

Mayor A. Anderson and City Manager Cutts will set a subcommittee to meet with Mr. Sheller in 2013 regarding the community needs.

Discussion ensued regarding language differences (several materials are available in several languages, some library staff speak multiple languages, and the Library subscribes to the language line), and the senior population (provide services/events and added additional librarian to work with "adult" population).

Mayor A. Anderson discontinued participation by phone at this point in the meeting.

CONSENT AGENDA:

- **Approval of claims vouchers** (check nos. 104859 - 105028) in the amount of \$1,973,991.40, for the period ended October 18, 2013.
- **Approval of payroll vouchers** (check nos. 51807 – 51836) in the amount of \$206,803.74 for the period ended October 15, 2013.
- **Approval of payroll electronic fund transfers** (check nos. 78898 – 79083) in the amount of \$391,289.08 for the period ended October 15, 2013.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$78,521.21 for the period ended October 15, 2013.

Agenda Items reviewed at the October 8, 2013 Council Study Session and Regular Council Meeting and recommended for placement on this Consent Agenda:

Agenda Bill #3546; A Resolution #13-011 adopting an Interlocal Agreement (ILA) with Association of Washington Cities (AWC) Benefit Trust to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries, and authorizing the City Manager to execute the agreement on behalf of the City

Agenda Bill #3473; A Resolution #13-012 granting Comcast a non-exclusive franchise to continue operation of a cable television system in the City, and authorizing the City Manager to execute the franchise and a fiber use agreement

Agenda Bill #3550; A Resolution #13-013 authorizing the City Manager to execute a Second Amendment to the Development and Transit Way Agreement for the South Link Light Rail Project

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

MOTION CARRIED UNANIMOUSLY.

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

UNFINISHED BUSINESS: There was no Unfinished Business.

NEW BUSINESS: There was no New Business.

CITY MANAGER'S COMMENTS: City Manager Cutts commented on the following: (1) King County (KC) has been facilitating a process to review the solid waste transfer and waste management plan. The plan calls for placing a station in either Auburn or Algona. He requested Council consensus to send a letter under the Mayor's signature that SeaTac authorizes the base alternative. Council concurred; and (2) CleanScapes began work on their transition plan. Representatives will be visiting local commercial and multi-family properties to verify needs.

COUNCIL COMMENTS: CM Fernald announced that both the Library Advisory Committee and Tree Board have vacancies that need to be filled.

CM Bush thanked the Superintendent for her presentation. He also requested donations for the Holiday for Hope for SeaTac kids.

CM Ladenburg stated that he attended a meeting last night on the HSD Strategic Plan.

COUNCIL COMMENTS (Continued): CM T. Anderson stated her appreciation for the crew working on South 188th Street.

DM Gregerson stated that it is important for the cities and HSD to also consider aligning legislative efforts and to be seen as one big community. She also mentioned the Volunteer Appreciation event scheduled for October 28 at noon.

ADJOURNED:

MOVED BY GREGERSON, SECONDED BY LADENBURG TO ADJOURN THE REGULAR MEETING OF THE SEATAC CITY COUNCIL AT 7:58 P.M.

MOTION CARRIED UNANIMOUSLY.

Mia Gregerson, Deputy Mayor

Kristina Gregg, City Clerk

City of SeaTac

Council Study Session Minutes Synopsis

November 12, 2013
4:00 PM

City Hall
Council Chambers

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

COUNCIL PRESENT: Mayor Anthony (Tony) Anderson (*arrived at 4:04 p.m.*), Deputy Mayor (DM) Mia Gregerson, Councilmembers (CMs) Barry Ladenburg, Rick Forschler (*arrived at 4:07 p.m.*), Terry Anderson, Dave Bush, and Pam Fernald (*arrived at 4:07 p.m.*).

STAFF PRESENT: City Manager Todd Cutts, Senior Assistant City Attorney Mark Johnsen, City Clerk Kristina Gregg, Public Works (PW) Director Tom Gut, Parks and Recreations (P&R) Director Kit Ledbetter, Community & Economic Development (CED) Director Joe Scorcio, Economic Development (ED) Manager Jeff Robinson, Senior Planner Al Torrico, Assistant Finance Director Brenda Rolph, Police Chief Lisa Mulligan, and Assistant Fire Chief Brian Wiwel.

PUBLIC COMMENTS (related to the agenda items listed below): Earl Gipson spoke regarding Agenda Bill #3551 (Surface and Storm Water Management Rate Structure) and that the Port of Seattle (POS) is actively trying to not pay \$400,000 as part of the interlocal agreement (ILA). He also clarified 25 year, 50 year, and 100 year floods.

Mayor A. Anderson arrived at this point in the meeting.

Agenda Bill #3551; An Ordinance changing Section 12.10.225 of the SeaTac Municipal Code (SMC), related to Surface and Storm Water Management Rate Structure

Summary: The City's 2013 Surface Water Plan identified the needs of the Surface Water Utility and changes which are necessary to meet the challenges of the future, while maintaining an appropriate level of service (LOS). A stormwater rate study was conducted by FCS Group in conjunction with Herrera Environmental based on the findings and recommendations of the Surface Water Plan. The rate study evaluated four stormwater rate scenarios ranging from a no action alternative to a full plan implementation alternative, which would implement all of the recommendations of the Surface Water Plan.

This Ordinance implements the Limited Surface Water Plan Implementation Scenario, which allows the minimum stormwater program expansions necessary to meet pending regulatory requirements, as well as create a proactive asset management program to sustain stormwater infrastructure by identifying and conducting needed repairs and replacements. The limited scenario also includes funds for nominal capital improvements.

A proactive asset management program is needed to conduct video evaluation of the City's existing stormwater system, which is valued at \$26.9 million and includes 72 miles of storm pipe. After video evaluation, the City can identify and prioritize repair and replacement needs before system failures occur. The asset management program also includes the necessary funding to make these repair or replacements once they are identified. The asset management program constitutes approximately 60% of the costs for the proposed rate increase.

Implementation of the recommended rate study scenario also includes changes in cost allocations of how existing staff positions that work on Surface Water Utility programs are funded. These changes in cost allocations will ensure the Utility is appropriately charged for these positions.

In addition, City Council has expressed an interest in providing a rebate to those properties that can infiltrate 100% of their stormwater. To that end, a 20% rebate has been added in an effort to encourage the use of infiltration techniques. These techniques can provide benefits to the City stormwater system and natural waters by reducing the volume of stormwater flows and water quality impacts.

Rate increases will be phased in over a five year period from 2014 through 2018 in order to spread out the impact of the rate adjustments. The proposed phased rate increases are as follows: 20.32% in 2014; 26.85% in 2015; 4.88% in 2017; and 6.55% in 2018.

Agenda Bill #3551 (Continued): The proposed rate increase would increase the Surface Water Utility revenues over a five year period. Estimated annual increases in utility fee revenues generated as a result from the rate modification are listed below:

<u>Year</u>	<u>Estimated Rate Revenue Increase Year to Year</u>
2014	\$258,284
2015	\$446,528
2016	\$ 27,117
2017	\$126,933
2018	\$170,107

CMs Forschler and Fernald arrived at this point in the meeting.

PW Director Gut introduced FCS Group Principal John Ghilarducci. Mr. Gut reviewed the agenda bill summary.

Mr. Gut detailed the Surface Water Rate Study, and the Asset Management: Repair and Replacement.

The rate study was presented at the October 8 CSS with response to questions presented at the October 22 CSS. The rate study looked at four scenarios: current rate, current rate plus emergency repair fund, limited surface water plan implementation (staff recommendation), and full plan implementation.

Mr. Ghilarducci stated that the Ordinance phases the rate increase over 5 years, funds the limited surface water plan, reconciles staffing - \$60,000 general fund (GF) savings, adjusts fees for City roads, and incentivizes low impact development.

If the rates are approved, the deadline to submit changes to KC is December 2. The implementation process includes bi-annual budget review and approval of decision cards for the resources.

Council discussion ensued regarding the rate structure.

Council consensus: Refer this to the 11/26/13 RCM Action Item

Agenda Bill #3557; A Motion authorizing the City Manager to execute a lease with the Washington State Department of Transportation (WSDOT) for the Lake to Sound Trail Project

Summary: The lease is required by WSDOT in order for the trail to go under the 509 Freeway on east side of Des Moines Memorial Drive (DMMD). The lease is for about a 20 feet wide by 200 feet long space under the freeway overpass and in the road right of way (ROW) off of the east side of the road pavement. There is no charge for the lease easement from WSDOT. King County (KC) is managing the construction of the Lakes to Sound Trail that will be bid in 2014 that will be on the east side of DMMD extending from South 154th Street south to South 174th Street. The SeaTac P&R Department will take over the maintenance of the trail in SeaTac after construction.

With the successful vote of the 2013 KC Park Levy the Lakes to Sound Trail has funding and is process of bidding and building this section of the new trail.

There is no direct fiscal impact. The City will lease the land for the trail at no cost.

P&R Director Ledbetter introduced KC Park Lakes to Sound Project Manager Jason Rich.

Mr. Rich reviewed the Lakes to Sound Trail project, specifically Segment B – 1.5 mile paved, regional trail within the cities of SeaTac and Burien.

Design review for segment B is currently 90% complete. Next steps include: incorporate comments from the cities into construction documents, finalize ROW agreements (easements, leases and driveway reconstruction agreements), finalize ILAs and associated utility agreements, WSDOT/Federal Highway Administration (FHWA) design review, submit local permit applications, and advertise for construction (anticipated May 2014).

Mr. Ledbetter reviewed the agenda bill summary.

Council discussion ensued regarding the trail, potential contamination, maintenance, and intersections.

Council consensus: Refer this to the 11/26/13 RCM Consent Agenda

Agenda Bill #3553; A Motion accepting the Phase Two Design Planning and Site Analysis Report for the Riverton Heights Property

Summary: In January 2011, after the City Council accepted the report titled “A Community-owned Vision for the Riverton Heights property,” staff was directed to undertake a more detailed analysis of the Riverton property for the purpose of further exploring the options derived during the community engagement process.

This report is a compilation of the community outreach process, site analysis, and conceptual planning that has been completed between 2010 and 2013 on the potential future uses of the former Riverton School property. Also incorporated in the report is feedback from the community and City Council received at the March 26, 2013 CSS.

As the conceptual plan has evolved, certain realities have become evident:

- Not all of the concepts and desired public uses can be accommodated on the site due to size and site limitations;
- The placement of the fire facility does not have to be situated in the northwest quadrant of the property;
- The development and construction of the park components will be accomplished over a period of several years;
- Additional community participation is necessary to plan for and focus the park’s amenities and the implementation schedule; and
- Residential development, whether detached or attached single-family units, is not currently feasible and is projected to remain unfeasible into the foreseeable future.

The report is neither presented as a plan nor a development proposal. The report neither prescribes nor provides a specific guide to the actual types of amenities to be developed. The implementation schedule and budget for completion are also not included. The report does provide guidance based upon an analysis of the property’s spatial capacity and other pertinent features such as its location and its relationship to other important aspects such as transportation facilities and future area-wide plans.

The City Council’s acceptance of this report allows the following actions:

- The P&R Department can apply for funding from the KC Conservation District;
- The City can proceed with the initial development proposal; and
- The Fire and Parks agencies can proceed to investigate other potential development features in the future, as appropriate.

CED Director Scorcio, P&R Director Ledbetter, and ED Manager Robinson reviewed the agenda bill summary.

Mr. Scorcio provided an overview of the report.

Mr. Robinson reviewed the history in regards to the Riverton Heights School site.

Mr. Ledbetter reviewed the implementation steps.

Mr. Scorcio stated that if Council accepts the report, the P&R Department will apply for King Conservation funds to supplement the work that needs to be done. With funding, the P&R Department will then begin construction.

Council discussion ensued regarding the report and the Riverton Heights School site.

Council consensus: Refer this to the 11/26/13 RCM Consent Agenda

Agenda Bill #3558; A Motion authorizing the City Manager to execute a Property Management Agreement with Kidder Matthews for the purpose of providing services at the SeaTac Center

Summary: Since the City began operating the SeaTac Center in 2010, Colliers International has provided all aspects of property management including repairs, maintenance, tenant relations, all aspects of accounting including the administration of accounts receivable and payable. After an annual review, staff determined it may be beneficial to seek requests for property management proposals from a selected group of firms, including Colliers. The City received four proposals and rated each prior to interviewing each firm. The proposals and the interviews were evaluated on:

- The firm’s and the key staff’s prior experience in managing comparable properties with a diverse tenant base in similar communities and neighborhoods;
- Their experience in managing publicly-owned property;
- The pricing structure for the basic and elective services;
- The ability to accommodate the City’s financial reporting requirements and formats;
- The range of services offered and the ability to provide customization for the SeaTac Center; and
- The approach to establishing working relationships with the City and the existing tenants.

Agenda Bill #3558 (Continued): After both the proposal rating and the interview process were completed the decision was made to offer the contract to Kidder Matthews for an initial one-year period with automatic extensions if no termination notice is given or received.

The fee structure is comparable to that of the existing management firm which is a minimum monthly charge of \$3,000 or 3% of gross monthly income, whichever is greater. There is also a one-time set-up fee of \$4,000 paid in conjunction with the first month management fees. All fees are paid through the income generated from the property.

CED Director Scorcio reviewed the agenda bill summary.

Council consensus: Refer this to the 11/26/13 RCM Consent Agenda

Agenda Bill #3562; A Resolution authorizing the City Manager to execute a Development Agreement (DA) with Park-N-Jet, LLC

Summary: In July 2012, Park-N-Jet, LLC’s request to rezone three parcels located at 18420 8th Avenue South from Industrial and Business Park to Community Business was approved. The purpose of the rezone was to enable the expansion of their current park-n-fly operation by 467 stalls for a total of 707. The rezone also helps facilitate the future redevelopment of the site when State Route (SR) 509 extension is constructed.

The proposed DA would allow the site to be developed in the short-term with an expanded park-n-fly operation and grant four temporary departures from the SMC in exchange for a public benefit of equal or greater value. These departures and public benefits are summarized below.

Departures:	Benefits:
Depart from providing at least 10% of the interior parking area with landscaping when the total number exceeds 20 parking stalls (SMC 15.14.090 (A)).	<ul style="list-style-type: none"> • Since Park-N-Jet, LLC will not have to construct and install interior landscaping, the 56 trees that would otherwise be required will be provided to the City in the form of a monetary equivalent. Park-N-Jet, LLC will transfer funds to the City in the amount of \$19,622.40, which includes material, labor and sales tax for 56 trees. <i>These trees will be available to plant on City owned property, street trees within City ROW or at City parks.</i> • Park-N-Jet, LLC will extend and construct off-site improvements along 8th Avenue South. These improvements include curb, gutter, sidewalk and extending sidewalk to the existing crosswalk at 8th Avenue South. These improvements are outside the project area and would not otherwise be required under the Municipal Code. These improvements have an estimated value of \$48,612.23. • <i>The combined value of cash and frontage improvements is \$68,234.63 as a public benefit.</i>
Depart from provide at least one interior landscape island for every seven stalls within the parking lot (SMC 15.14.090 (B)).	
Depart from providing at least one tree in each landscape island (SMC 15.14.090 (C)).	
Depart from providing pedestrian circulation through surface parking lots (SMC 15.15.140 A-F).	

For the purposes of the DA, “redevelopment is defined as the increase in the current land use to a more intensive utilization of the subject parcels including but not limited to the construction and placement of permanent structures on the site or structured parking facilities.” Expanding the current park-n-fly operation under the Community Business zone is an allowed use, but requires the site to be brought up to current standards.

The engineering plans are currently under review by the Engineering Division. Once these plans have been approved, the DA can be executed.

The DA includes a non-performance clause of \$100,000 and has a term of 20 years (December 31, 2033). Since this agreement is linked to the construction of SR 509, if SR 509 is not extended within the term of the agreement, Park-N-Jet, LLC and the City may negotiate a mutually agreed extension.

Senior Planner Torrico reviewed the agenda bill summary.

Next steps: November 26 - public hearing (PH) on the DA, engineering plans currently under review, and once the engineering plans are approved, they will be recorded with the DA.

Council discussion ensued regarding access and fencing.

Council consensus: Refer this to the 11/26/13 RCM PH and Action Item

Agenda Bill #3399; A Motion declaring City Property surplus and authorizing its disposal

Summary: Various obsolete and/or inoperable items have been identified by City departments and are being recommended for City Council declaration as surplus property. This list includes items such as computers and other hardware, fire and police equipment, exercise equipment, Equipment Rental vehicles and equipment, and landscape maintenance equipment. The City last compiled a surplus list in November 2010.

As shown on the attached surplus list, departments have specified their intended method of disposal for their assets along with the estimated value of the assets. Each department will be responsible for the actual disposal of their assets following City Council approval. Due to the approval of the Fire Consolidation Plan in September 2013, it is anticipated that an additional asset surplus list will be presented to the City Council in the near future to declare any additional fire assets surplus.

Any proceeds from selling the assets will be deposited into the appropriate fund.

Assistant Finance Director Rolph reviewed the agenda bill summary.

Council consensus: Refer this to the 11/26/13 RCM Consent Agenda

Agenda Bill #3545; A Motion authorizing the City Manager to enter into an agreement between the Highline Public Schools and City of SeaTac for a School Resource Officer (SRO) at Tyee High School and Chinook Middle School

Summary: This proposed agreement would continue the Highline Public Schools' annual contribution to offset a portion of the cost for a SRO at the Tyee Educational Complex and Chinook Middle School for the 2013-2014 school year. The District has provided partial funding at this level since 2006.

The agreement is similar to that used last year with the exception of the following changes:

- Total cost of SRO increased \$1900.00 from last year which translates to a \$475.00 increased cost to SeaTac and a \$1425.00 increased cost to Highline.

	2012-2013 Cost	2013-2014 Cost
City of SeaTac share	\$119,945	\$120,420
Highline Public Schools share	\$52,500	\$53,925
Total cost for SRO	\$172,445	\$174,345

- New language added to scope of services at request of Highline: *"Secondarily, as time permits, the SRO may similarly patrol and interact with other Highline Public Schools within the City of SeaTac, to promote positive relationships with staff and students."*

The agreement documents cost sharing, indemnification, the employment status of the officer, how a replacement would be selected, the work schedule and duties of the SRO, and the facilities to be provided by the School District. This agreement does not commit the City to any additional staffing or enhancement of services at the schools. The term of the agreement is through June 30, 2014 and allows for early termination with 60 days written notice. In the event of early termination, the City must return to Highline \$5,392.50 for each full month remaining in the 2013-2014 school year.

This agreement would result in compensation of \$53,925 by the School District to the GF. The 2013 portion of the City's 2013-2014 biennial budget was approved with an anticipated revenue of \$52,500 from Highline to offset \$174,345 which is the total cost of an SRO.

Police Chief Mulligan reviewed the agenda bill summary.

Council discussion ensued regarding the agreement, costs, and school sites.

Council consensus: Refer this to the 11/26/13 RCM Consent Agenda

PRESENTATIONS:

•Public Safety Statistics

Assistant Fire Chief Wiwel presented statistics for October 2013. He also encouraged everyone to change their smoke detector batteries. The International Association of Fire Fighters (IAFF) also participated in Operation Warm Coats to provide warm coats to children.

RECESSED: Mayor A. Anderson recessed the CSS to an Executive Session to consider the minimum price at which real estate will be offered for sale or lease at 5:50 p.m.

EXECUTIVE SESSION: To consider the minimum price at which real estate will be offered for sale or lease (42.30.110[1][c]) (25 minutes)

Staff present in Executive Session: City Manager Cutts, City Attorney Mirante Bartolo, CED Director Scorcio, and ED Manager Robinson.

City Clerk Gregg announced that Council requested an additional 10 minutes at 6:15 p.m.

RECONVENED: Mayor A. Anderson reconvened the meeting at 6:27 p.m.

ADJOURNED: Mayor A. Anderson adjourned the CSS at 6:27 p.m.

City of SeaTac

Regular Council Meeting Minutes

November 12, 2013
6:30 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac City Council Regular Meeting was called to order by Mayor Anthony (Tony) Anderson at 6:29 p.m.

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

STAFF PRESENT: City Manager Todd Cutts, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Police Administrative Captain Annette Louie, Human Services (HS) Program Manager Colleen Brandt-Schluter, and Recreation Supervisor Marlon Olson.

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

PUBLIC COMMENTS: Earl Gipson, representing a group, spoke regarding Proposition No. 1 and the votes in SeaTac.

Martha McGinnis, representing a group, spoke regarding closing of Odyssey High School. She shared success stories of kids that attended the school. She encouraged Council to attend the November 13 board meeting. She requested the Council help the parents help the kids and keep Odyssey open.

PRESENTATIONS (Continued):

●Farewell Address

King County (KC) CM Julia Patterson stated that she chose to not run for re-election and her current term ends December 31 after 10 elections. She was elected to the 1st SeaTac City Council. She reviewed improvements that have occurred in the City since its incorporation. She shared some of the work she was involved in during her term on the KC Council. She also discussed social equity.

Council thanked Ms. Patterson for her work over the years.

●Matt Griffin YMCA

Branch Executive Claudia Tanis shared the ways the YMCA uses the funding from the City of SeaTac. She detailed their summer meal program and community dinners. She thanked the City for its support.

●Update on Federal Way Link Extension and Sound Transit's Long Range Plan

Light Rail Development Manager Cathal Ridge reviewed the Federal Way Link Extension Draft Environmental Impact Statement (EIS) Alternatives. The scoping period was June 14 – July 17, 2013. He reviewed key comments from the stakeholders.

Mr. Ridge stated that Sound Transit hosted two public meetings with 163 participants and received comment letters. The highest-ranked additional stations are all on SR 99 alignment. Participants also commented that Sound Transit had selected the right station locations in the analysis.

Key concerns were whether Sound Transit had analyzed the traffic and transit implications during the environmental analysis and affects on land use and economic activity.

All information was presented to the board at their September 26 meeting. A couple of revisions were made based on the input: (1) modify 30th Avenue South alternative to transition just north of Kent Des Moines Road; and (2) modify I-5 median alternative to be an option that would utilize the median at the Midway Landfill.

He reviewed the alternatives along I-5, SR 99, I-5 to SR 99, and SR 99 to I-5.

The board opted to continue to look at baseline stations, but also continue to look at South 216th South and South 260th Street.

The draft EIS is to be published at the end of 2014 with the final EIS in 2015-2016, and Record of Decision in 2016.

Sound Transit will continue to coordinate with the City and come back in spring 2014 to discuss refinements, late 2014 to review draft EIS findings, and early 2015 to discussed the preferred alternative.

Discussion ensued regarding transportation section in EIS, community engagement, impacts of full SR 509 built out, and traffic parking impacts.

CONSENT AGENDA:

- **Approval of claims vouchers** (check nos. 105029 - 105034) in the amount of \$1,335.00 for the period ended October 21, 2013.
- **Approval of claims vouchers** (check nos. 105035 - 105276) in the amount of \$455,456.32 for the period ended November 5, 2013.
- **Approval of payroll vouchers** (check nos. 51837 – 51871) in the amount of \$468,128.45 for the period ended October 31, 2013.
- **Approval of payroll electronic fund transfers** (check nos. 79084 – 79272) in the amount of \$406,725.07 for the period ended October 31, 2013.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$83,074.18 for the period ended October 31, 2013.

Approval of Council Meeting Minutes:

- **Regular Council Meeting** held July 9, 2013.
- **Regular Council Meeting** held September 10, 2013.

Agenda Items reviewed at the October 22, 2013 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3556; A Motion authorizing the City Manager to enter into a lease extension with Reji Mathew, doing business as Hi-Tech Gadgets LLC, in the SeaTac Center

Agenda Bill #3544; A Resolution #13-014 confirming the appointment by the City Manager of Stephen K. Causseaux, Jr. as the City Hearing Examiner for appointment of a Hearing Examiner Pro-Tem and authorizing the City Manager to enter into contracts for Hearing Examiner Services

Agenda Bill #3554; A Motion authorizing the City Manager to execute a contract for Consultant Services to develop the Angle Lake Station Sub-Area Plan

MOVED BY T. ANDERSON, SECONDED BY LADENBURG TO ACCEPT THE CONSENT AGENDA AS PRESENTED.

MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARINGS (PHs):

- **Setting the City's 2014 Property Tax Levy**

Agenda Bill #3548; An Ordinance setting the City's 2014 Property Tax Levy

Summary: As of November 8, 2013, the KC Assessor's Office has not yet certified the City's assessed valuation (AV), nor are they able to provide an exact date that this information is to be released. Based on past experience, this action typically occurs in December after the date by which City's must file their request to the County, which is November 30.

Staff recommends no increase to the 2013 levy rate of \$3.10/\$1,000 AV for the 2014 levy period. The KC Assessor has given the City a preliminary estimate of the City's 2014 assessed value = \$3,937,459,452, which is a 0.37% increase over 2013. This is an estimated levy amount of \$12,206,124. This preliminary estimate excludes any refund levies, or increases in utility valuations and is the amount that is included in the 2013-2014 biennial budget modification.

Since the overall tax levy rate being proposed is the same in 2014 as was in place for 2013 (\$3.10/\$1,000 AV), the only change a homeowner would experience in the amount of tax that goes to pay for local city services would be related to any change the KC Assessor makes in assessing the value of their individual property. As an example for the owner of a \$250,000 home, experiencing a 0.37% increase in AV, applying the same \$3.10/\$1,000 AV rate in 2014 as was in place for 2013 would result in an additional City property tax amount of \$2.87/year (or \$0.24/month) compared with 2013. However, it should be noted that the actual increase or decrease in taxes is dependent upon the actual change in a particular property's assessed valuation.

This Ordinance provides for a 2014 property tax levy amount estimated to be \$12,206,124, based on a levy rate of \$3.10 per thousand AV. The actual levy amount cannot be determined until assessed valuations are certified. In 2013, the certified tax levy rate was also \$3.10 per thousand AV.

PHs (Continued):

Setting the City's 2014 Property Tax Levy (Continued):

Mayor A. Anderson opened the PH at 7:36 p.m.

City Manager Cutts commented that the presentation on the property tax levy (Agenda Bill #3548) will take place during this PH, however, Council action is scheduled for the November 26 Regular Council Meeting (RCM).

Finance & Systems Director Antin reviewed the agenda bill summary. The two options are: (1) approve the proposed 2014 property tax levy ordinance based on the statutory limit of \$3.10/\$1,000 AV; or (2) adopt a 2014 property tax levy Ordinance of a differing levy amount and rate. Staff is recommending option 1.

There were no public comments.

Mayor A. Anderson closed the PH at 7:41 p.m.

Council Consensus: Refer this to the 11/26/13 RCM as an Consent Agenda Item

PHs (Continued):

•Approving the 2013 – 2014 Budget Modification

Agenda Bill #3549; An Ordinance approving the 2013 – 2014 Biennial Budget Modification

Summary: This Ordinance modifies the original 2013-2014 Budget to incorporate an updated 2014 revenue forecast with more current projections and to provide expenditure appropriation adjustments that are consistent with City Council's intention to provide legal funding levels for all funds that have been appropriated in the 2013-2014 Budget for the purposes that such funds have been assigned. Consistent with the City Council's intent to review budget performance throughout 2013, and to consider a budget modification based upon that review at the mid-biennium, this budget modification request for 2014 is now being considered.

This modification request has been adjusted to include an additional \$6,500 decision card item that was directed for inclusion by City Council at the November 12, 2013 RCM. The overall net adjustment to the General Fund's 2014 ending fund balance is now anticipated to be a decrease of \$70,819. There has been no change for all other funds, whose expenditures are expected to increase approximately \$5.8 million. The major components of these other funds expenditure increases are \$5.4 million related to the 28th/24th transportation capital project and \$0.4 million related to the fire equipment capital fund.

Mayor A. Anderson opened the PH at 7:41 p.m.

Mayor A. Anderson announced that the presentation on the biennial budget modification (Agenda Bill #3549) will take place during this PH, however, Council action is scheduled for the November 26 RCM.

Vicki Lockwood requested that if Proposition No. 1 passes, the Council review the budget to reduce the amount of the HS budget.

Earl Gipson questioned how these budget modifications affect the 2017 projection of a \$5 million deficit.

Finance & Systems Director Antin reviewed the agenda bill summary. He also reviewed the two decisions cards proposed during this modification: (1) Community & Economic Development (CED) Department - \$6,500 for ongoing costs related to maintenance of the licensing fee for a software module; and (2) City Clerk - \$42,000 annually to increase part-time Records Management (RM) Coordinator position to full-time.

Mr. Cutts clarified that the decision cards are not included in the budget estimates. He is recommending Council fund the software module costs; however, he did not recommend funding the full-time position due to funding.

Council discussion ensued regarding the two decision cards with concurrence to include the CED software.

Council discussion ensued regarding the other funds.

Mr. Antin reviewed the 2015-2016 Biennial Budget Planning Calendar.

Mayor A. Anderson closed the PH at 8:12 p.m.

Council Consensus: Refer this to the 11/26/13 RCM as an Action Item with CED decision card included

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

UNFINISHED BUSINESS: There was no Unfinished Business.

NEW BUSINESS: There was no New Business.

CITY MANAGER'S COMMENTS: City Manager Cutts commented on the following: (1) Angle Lake Station Area interim standards were presented at the last meeting and were due to come to Council for action at this meeting, unfortunately, the paper of record did not print the notice for the PH so it will come before Council at the next RCM; (2) November 13 – 5 p.m., South 179th Street Sidewalk open house; (3) November 22 – noon; Senior Thanksgiving Lunch; and (4) grant applications – Washington Traffic Safety Commission (WTSC) Grant for impaired driving and seatbelt traffic enforcement emphasis patrols - \$7,800, WTSC Grant for DUI emphasis patrols - \$3,200, and Public Health Emergency Medical Services Division for regional approach to public/municipal AED registry and training – amount to be determined.

COUNCIL COMMENTS: CM Ladenburg commented on the following; (1) National League of Cities (NLC) is being held this week in Seattle, (2) School Resource Officer (SRO), (3) election season is over and most signs are down and Proposition 1 is a close race, (4) holiday season – volunteer at food bank if possible, and (5) Ms. Lockwood's comments about abusing the human services funding.

CM Forschler expressed his concerns about Proposition 1.

CM Fernald thanked the voters for voting for her. She encouraged residents to participate in the government and suggested opportunities.

CM Bush commented on the following: (1) December 7 - Tyee Bazaar; and (2) attended the senior bazaar at SeaTac Community Center.

Mayor A. Anderson stated his appreciation for the following: (1) Captain Annette Louie for obtaining grants; (2) Firefighters for blinking lights for kids on Halloween; and (3) Firefighters for school coats. He also stated that a resident commented to him that Angle Lake Park is short of garbage and recycling cans.

ADJOURNED:

MOVED BY T. ANDERSON TO ADJOURN THE REGULAR MEETING OF THE SEATAC CITY COUNCIL AT 8:27 P.M.

MOTION CARRIED UNANIMOUSLY.

Tony Anderson, Mayor

Kristina Gregg, City Clerk

City of SeaTac

Council Study Session Minutes Synopsis

November 26, 2013
4:00 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac City Council Study Session (CSS) was called to order by Mayor Anthony (Tony) Anderson at 4:01 p.m.

COUNCIL PRESENT: Mayor Anthony (Tony) Anderson, Deputy Mayor (DM) Mia Gregerson, Councilmembers (CMs) Barry Ladenburg, Rick Forschler, Terry Anderson, Dave Bush, and Pam Fernald (*arrived at 4:10 p.m.*).

STAFF PRESENT: City Manager Todd Cutts, Senior Assistant City Attorney Mark Johnsen, City Clerk Kristina Gregg, SeaTac Municipal Court Judge Elizabeth Cordi-Bejarano, Facilities Manager Pat Patterson, Public Works (PW) Director Tom Gut, City Engineer Susan Sanderson, Community & Economic Development (CED) Director Joe Scorcio, Economic Development (ED) Manager Jeff Robinson, Planning Manager Steve Pilcher, Senior Planner Michael Scarey, and Police Chief Lisa Mulligan.

PUBLIC COMMENTS (related to the agenda items listed below): There were no public comments.

Agenda Bill #3559; An Ordinance confirming the appointment of Elizabeth Cordi-Bejarano as the Municipal Court Judge, affixing the compensation of the Municipal Court Judge and Judges Pro-Tem, and authorizing entry of a Professional Services Contract

Summary: Revised Code of Washington (RCW) 35A.13.080 (2) requires the City Manager to appoint a Judge of the SeaTac Municipal Court, subject to confirmation by the Council, to a four-year term. The City Manager has appointed Elizabeth Cordi-Bejarano as Municipal Court Judge for a four-year judicial term commencing January 1, 2014, subject to Council confirmation.

RCW 3.50.080 and RCW 3.50.090 also provide that the salaries of Municipal Court Judges and Judges Pro-Tem be fixed by Ordinance. This Ordinance sets the compensation of the Municipal Court Judge and Judges Pro-Tem at \$69.00 per hour, which would be adjusted for a cost of living adjustment (COLA) the same as non-represented employees. In July, 2011, the City Council amended the Judge's contract to provide that she would no longer be an independent contractor, and that she would receive benefits consistent with that of other regular part-time City employees. Therefore, this Ordinance also reflects this change.

Finally, this Ordinance authorizes the City Manager to enter into a Professional Services Contract with Judge Cordi-Bejarano.

City Manager Cutts and SeaTac Municipal Court Judge Cordi-Bejarano reviewed the agenda bill summary.

Council commented on their appreciation of her work.

Council consensus: Refer this to the 12/10/13 RCM Consent Agenda

Agenda Bill #3561; A Motion authorizing the City Manager to execute a lease amendment with the YWCA for space leased on the second floor of City Hall

Summary: The YWCA occupies 3,860 square feet (sf) of space on the City Hall second floor with a current monthly rent of \$5,950. Out of this amount, the City currently pays \$677.05 per month to the State Department of Revenue for Leasehold Excise Tax.

The YWCA recently applied for and has been granted a tax exemption by the state, which means that Leasehold Excise no longer needs to be paid on the space they rent. The YWCA would like a reduction in their rent as a result of this exemption. The YWCA and staff determined that a reduction in rent equal to 50% of the Leasehold Excise Tax that was paid by the City, or \$339 per month, is appropriate. Since the YWCA is required to reapply for this exemption, the proposed lease amendment clarifies that the reduced rent is only applicable so long as the tax exempt status remains current with the state.

While the City would be receiving less money in rent, the City would also not be paying the Leasehold Excise Tax. The net fiscal impact will be small.

Facilities Manager Patterson reviewed the agenda bill summary.

Council discussion ensued regarding the amendment.

Council consensus: Refer this to the 12/10/13 RCM Consent Agenda

CM Fernald arrived at this point in the meeting.

Agenda Bill #3564; An Ordinance granting Puget Sound Energy (PSE), Inc. a non-exclusive franchise for the transmission, distribution and sale of natural gas and energy for power, heat and light and repealing Ordinance 07-1017

Summary: PSE currently operates both natural gas and electric power facilities in the City's rights-of-way (ROW). The Washington Utilities and Transportation Commission (WUTC) has the authority under state law to regulate the rates, services and practices of PSE as a gas and electric utility company. Pursuant to RCW 35A.47.040, the City has the authority to grant non-exclusive franchises for the use of public streets or other public ways for transmission and distribution of such utilities.

The City granted Puget Sound Power & Light Company (Puget Power) a 20-year franchise for electric power in 1993. In 1997 Puget Power merged with Washington Natural Gas to become PSE. The City granted PSE a 15-year franchise for natural gas in 2007. With the expiration of the PSE (formerly Puget Power) electric franchise this year, PWs and PSE recognized the opportunity to combine gas and electric into one franchise. The efficiencies of a dual franchise over separate franchises with the same company include consolidated agreement management and consistent terms with the same company.

The proposed dual franchise is largely based on the 2007 PSE natural gas franchise with additional sections appropriate for electric power and a section that repeals the gas franchise.

PSE has paid a franchise administrative application fee of \$2,000. RCW 35.21.860(1) does not allow the City to charge an annual franchise fee in this case. The franchise outlines the conditions for relocation of their facilities and when PSE is responsible for relocation costs.

PW Director Gut introduced PSE representative Doug Corbin and reviewed the agenda bill summary.

Council discussion ensued regarding the franchise.

Council consensus: Refer this to the 12/10/13 RCM Consent Agenda

Agenda Bill #3565; An Ordinance granting Zayo Group, LLC a non-exclusive franchise to operate fiber optic cable network in the City and repealing Ordinance 00-1035

Summary: On December 17, 2012, the City received a formal request from Zayo Group LLC (Zayo), for a franchise. Zayo has never had a franchise in the City of SeaTac; however, it is the successor to a company who had previously been granted a franchise. Zayo is the successor company to Metromedia Fiber Network Services, Inc. (MFNS) which was granted a franchise dated August 13, 2000. MFNS emerged out of Chapter 11 bankruptcy on or about September 8, 2003 with its legal name changed to Abovenet Communications, Inc. (Abovenet) and was acquired by Zayo by way of a stock acquisition, which closed on or about July 2, 2012.

Zayo will be maintaining their existing infrastructure, but are planning to expand their network in early 2014, and go through the standard permitting process for the system expansion. Zayo does not provide residential service; only broadband data services to businesses or government agencies within the City. The attached Ordinance would be consistent with state and federal law and will protect public rights-of-way, provide for control over placement of facilities in the rights-of-way, provide for just compensation for the use of Public property, provide for costs incurred by the City, and ensure that similarly situated operators and users of public rights-of-way will be comparably treated. Pursuant to RCW 35A.47.040, the City has the authority to grant non-exclusive franchises for the use of public streets or other public ways the city relevant to this type of franchise. Ordinance 00-1035, which is the current franchise with MFNS, will be repealed.

Zayo has paid a franchise administrative application fee of \$2,000. RCW 35.21.860(1) does not allow the City to charge an annual franchise fee in this case. The franchise outlines the conditions for relocation of their facilities and when PSE is responsible for relocation costs.

City Engineer Sanderson introduced Zayo Group Regional Vice President Victor Peterson, and Associate General Counsel and Vice President of Network Development Dylan Devito. She also reviewed the agenda bill summary.

Council discussion ensued regarding the franchise.

Council consensus: Refer this to the 12/10/13 RCM Consent Agenda

Agenda Bill #3563; A Motion authorizing the City Manager to enter into a four year lease agreement at the SeaTac Center with A.S. Warsame, doing business as the Bakaro Mall

Summary: Bakaro Mall has been a SeaTac Center tenant since May 2009 with an initial five-year term. This new lease extends the term through December 2017. The lease rate begins at \$18 per square foot in 2014 with annual increases of 3%. The agreement also includes a Redevelopment Clause that allows the City to opt out of the lease at any time after the determination that the property will be redeveloped, with such notice to be provided no later than July 31, 2017. The agreement also includes a personal guarantee from the tenant.

The total gross rent revenue generated by the four-year lease is \$491,990 plus triple net charges. The Andover Company will receive a commission of approximately \$17,720.

ED Manager Robinson reviewed the agenda bill summary.

Council discussion ensued regarding the lease.

Council consensus: Refer this to the 12/10/13 RCM Consent Agenda

Agenda Bill #3552; An Ordinance adopting the 2013 Comprehensive Plan (CP) Amendments

Summary: The City of SeaTac procedures for amending the CP provide for consideration of proposed amendments for any calendar year in two stages: (1) The Preliminary Docket is made up of all proposals submitted in accordance with the pre-established deadline or added by the City Council and/or staff; and (2) The Final Docket is made up of all proposals that meet the Preliminary Docket criteria, and are deemed appropriate by the City Council to go forward for detailed review, including analysis under SEPA ("environmental review"), and a Public Hearing (PH) before the Planning Commission (PC).

The City Council established the Final Docket by Motion on June 25, 2013, including all of the Preliminary Docket proposals in the Final Docket. The Final Docket requires that all proposed amendments be evaluated according to the following criteria:

- A. May satisfy concurrency for transportation and utilities and does not adversely affect other adopted level of service (LOS) standards;
- B. No impacts to housing, transportation, capital facilities, utilities, parks or environmental features that cannot be mitigated;
- C. Will not result in development that adversely affects public health, safety and welfare;
- D. Consistent with other elements of the comprehensive plan and other applicable policies and agreements;
- E. The proposal is based upon new information or changed circumstances since plan adoption;
- F. Will not prevent the City's population and employment targets, under Growth Management Act (GMA), from being reached.

Please note that the following amendment proposals have been withdrawn, so there is no recommendation for these three proposals: Map Amendment A-2 was withdrawn by the applicant; Map Amendment B-2, updates to the Wetland, Streams and Shorelines Map, was withdrawn by staff. The anticipated changes to wetland features at a specific site have not been completed by the developer as expected; and Text Amendment T-2, an amendment to update the Capital Facilities Plan was withdrawn by staff. Because the City is on a biennial budget now, there are no updates to the Capital Facilities Plan this year.

The PC held a PH on October 15, 2013, and made their recommendation about each of the amendment proposals. The PC and staff concur on their recommendations for all of the amendments. The PC and staff recommendations are as follows:

- Map Amendment A-1, related to property located at 3050 South 150th Street
Recommendation: Do not adopt
- Map Amendment A-2, related to property located at 3054 South 150th Street
No Recommendation: Withdrawn
- Map Amendment A-3, related to property located at 202xx 28th Avenue South
Recommendation: Adopt
- Map Amendment B-1, Existing Land Use. This is an informational map, not a regulatory map. It displays the current use for all parcels in the City, rather than showing Zoning or CP designation (for example, "hotel," "single family residential," "vacant land?"). The map is updated every spring as part of preparing a report to the state on residential building activity.
Recommendation: Adopt

Agenda Bill #3552 (Continued):

- Map Amendment B-2, Wetlands, Streams and Shorelines. This is an informational map, not a regulatory map. It displays the location of known wetlands, streams and shorelines within the City with their classifications, and cites the required buffer width for each type.
No Recommendation: Withdrawn
- Two text amendments:
 - Amendment T-1: Update existing land use information in Land Use Background Report (related to Map Amendment #B-1);
Recommendation: Adopt
 - Amendment T-2: Update the Capital Facilities Element, including the 6-year Capital Facilities Plan (annual update);
No Recommendation: Withdrawn

Amendment proposals that are not adopted, unless withdrawn prior to Council action, may not be resubmitted for two years, unless conditions have changed substantially in the immediate area.

Planning Manager Pilcher and Senior Planner Scarey reviewed the agenda bill summary.

Council discussion ensued regarding the proposed amendments.

Council consensus: Refer this to the 12/10/13 RCM Consent Agenda

PRESENTATIONS:

• **Public Safety Statistics**

Police Chief Mulligan reviewed the crime trends for November 2012 – October 2013. There was a large increase in auto theft from September 2013 – October 2013.

She discussed two problem solving projects identified by officers in her department related to loitering around Safeway at South 164th Street and Military Road South, and 7-11 at South 216th Street and Pacific Highway South.

ADJOURNED: Mayor A. Anderson adjourned the CSS at 5:02 p.m.

City of SeaTac

Regular Council Meeting Minutes

November 26, 2013
6:30 PM

City Hall
Council Chambers

CALL TO ORDER: The SeaTac City Council Regular Meeting was called to order by Mayor Anthony (Tony) Anderson at 6:30 p.m.

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

STAFF PRESENT: City Manager Todd Cutts, Senior Assistant City Attorney Mark Johnsen, City Clerk Kristina Gregg, Assistant City Manager (ACM) Gwen Voelpel, Police Chief Lisa Mulligan, Public Works (PW) Director Tom Gut, Finance & Systems Director Aaron Antin, Planning Manager Steve Pilcher, Economic Development (ED) Manager Jeff Robinson, Parks & Recreation (P&R) Director Kit Ledbetter, Stormwater Compliance Manager Don Robinett, and Assistant Finance Director Brenda Rolph.

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

PUBLIC COMMENTS: Mike Condon spoke regarding the Military Road South closure that is effecting local businesses financially.

John Thompson spoke regarding Proposition No. 1 campaign signs.

Vicki Lockwood spoke against Agenda Bill #3558 (Property Management Agreement with Kidder Matthews for the purpose of providing services at the SeaTac Center).

Donny Payne, block watch captain, presented a petition to Council regarding an apartment complex residing on the SeaTac side of the street at 11th Place South and South 194th Street. He requested the City determine whether this property is in violation of any City Ordinances or if any nuisance abatement is available.

PRESENTATIONS (Continued):

● **Introduction of new employee: Permit Coordinator Nisha Rohila**
City Manager Cutts introduced Ms. Rohila.

● **Visualizing the Vision Employee Workshop Update**

Mr. Cutts stated that The Doodle Biz Visual Facilitator Anne Jess was asked to conduct a series of workshops where City employees were invited to explore and express how their work, talents, and passions support the City Council's vision. Seven workshops were held with more than sixty employees participating.

Ms. Jess detailed the themes she heard from the workshops: community, diversity, safety, service, teamwork, infrastructure, economy, and the future.

She stated that the workshops show that the City employees support the vision in many ways.

Next, Ms. Jess will be creating a large summary mural chart that will include the major themes detailed. She shared examples. The mural will remind employees how they support the City's vision. The final mural will be presented to the leadership team and Council.

Council discussion ensued regarding the process and the themes.

CONSENT AGENDA:

● **Approval of claims vouchers** (check nos. 105277 - 105464) in the amount of \$1,508,369.22 for the period ended November 20, 2013.

● **Approval of payroll vouchers** (check nos. 51872 – 51900) in the amount of \$203,400.22 for the period ended November 15, 2013.

● **Approval of payroll electronic fund transfers** (check nos. 79273 – 79460) in the amount of \$389,733.48 for the period ended November 15, 2013.

● **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$76,963.35 for the period ended November 15, 2013.

Approval of Council Meeting Minutes:

● **Regular Council Meeting** held September 24, 2014.

● **Regular Council Meeting** held October 8, 2014.

CONSENT AGENDA (Continued):

Agenda Items reviewed at the November 12, 2013 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3557; Motion authorizing the City Manager to execute a lease with the Washington State Department of Transportation (WSDOT) for the Lake to Sound Trail Project

Agenda Bill #3553; Motion accepting the Phase Two Design Planning and Site Analysis Report for the Riverton Heights Property

Agenda Bill #3558; Motion authorizing the City Manager to execute a Property Management Agreement with Kidder Matthews for the purpose of providing services at the SeaTac Center

Agenda Bill #3399; Motion declaring City Property Surplus and Authorizing its Disposal

Agenda Bill #3545; Motion authorizing the City Manager to enter into an agreement between the Highline Public Schools and City of SeaTac for a School Resource Officer at Tyee High School and Chinook Middle School

Agenda Bill #3548; Ordinance #13-1012 setting the City's 2014 Property Tax Levy

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

MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARINGS (PHs):

•Development Agreement (DA) with Park-N-Jet, LLC

Mayor A. Anderson opened the PH at 7:13 p.m.

The presentation on the DA (Agenda Bill #3562) occurred at the November 12, 2013 Council Study Session (CSS).

Planning Manager Pilcher briefed on the Agenda Bill #3562 summary below.

Council discussion ensued regarding the DA.

Ralph Shape spoke against Agenda Bill #3562.

Jag Basra and Earl Gipson spoke in favor of Agenda Bill #3562.

Mayor A. Anderson closed the PH at 7:32 p.m.

ACTION ITEMS:

Agenda Bill #3562; Resolution #13-015 authorizing the City Manager to execute a Development Agreement (DA) with Park-N-Jet, LLC

Summary: In July 2012, Park-N-Jet, LLC's request to rezone three parcels located at 18420 8th Avenue South from Industrial and Business Park to Community Business was approved. The purpose of the rezone was to enable the expansion of their current park-n-fly operation by 467 stalls for a total of 707. The rezone also helps facilitate the future redevelopment of the site when State Route (SR) 509 extension is constructed.

ACTION ITEMS (Continued):

Agenda Bill #3562 (Continued): The proposed DA would allow the site to be developed in the short-term with an expanded park-n-fly operation and grant 4 temporary departures from the SMC in exchange for a public benefit of equal or greater value. These departures and public benefits are summarized below.

Departures:	Benefits:
Depart from providing at least ten percent (10%) of the interior parking area with landscaping when the total number exceeds twenty (20) parking stalls (SMC 15.14.090 (A)).	<ul style="list-style-type: none"> • Since Park-N-Jet, LLC will not have to construct and install interior landscaping, the 56 trees that would otherwise be required will be provided to the City in the form of a monetary equivalent. Park-N-Jet, LLC will transfer funds to the City in the amount of \$19,622.40, which includes material, labor and sales tax for 56 trees. <i>These trees will be available to plant on City owned property, street trees within City right-of-ways (ROW) or at City parks.</i> • Park-N-Jet, LLC will extend and construct off-site improvements along 8th Avenue South. These improvements include curb, gutter, sidewalk and extending sidewalk to the existing crosswalk at 8th Avenue South. These improvements are outside the project area and would not otherwise be required under the Municipal Code. These improvements have an estimated value of \$48,612.23. • <i>The combined value of cash and frontage improvements is \$68,234.63 as a public benefit.</i>
Depart from provide at least one (1) interior landscape island for every seven (7) stalls within the parking lot (SMC 15.14.090 (B)).	
Depart from providing at least one (1) tree in each landscape island (SMC 15.14.090 (C)).	
Depart from providing pedestrian circulation through surface parking lots (SMC 15.15.140 A-F).	

For the purposes of the DA, “redevelopment is defined as the increase in the current land use to a more intensive utilization of the subject parcels including but not limited to the construction and placement of permanent structures on the site or structured parking facilities.” Expanding the current park-n-fly operation under the Community Business zone is an allowed use, but requires the site to be brought up to current standards.

The engineering plans are currently under review by the Engineering Division. Once these plans have been approved, the DA can be executed.

The DA includes a non-performance clause of \$100,000 and has a term of 20 years (December 31, 2033). Since this agreement is linked to the construction of SR 509, if SR 509 is not extended within the term of the agreement, Park-N-Jet, LLC and the City may negotiate a mutually agreed extension.

MOVED BY GREGERSON, SECONDED BY LADENBURG TO PASS AGENDA BILL #3562 (RESOLUTION #13-015).

MOTION CARRIED UNANIMOUSLY.

PHs (Continued):

•Interim Angle Lake Station Area Overlay Standards and amending the City’s Zoning Map

Mayor A. Anderson opened the PH at 7:34 p.m.

The presentation on the interim standards and amending the City’s Zoning Map (Agenda Bill #3555) occurred at the October 22, 2013 CSS.

Planning Manager Pilcher briefed on the Agenda Bill #3555 summary below.

Mr. Scorcio clarified that staff anticipates needing 18 months to develop the final standards, but will need to come back for renewal in 12 months.

Mayor A. Anderson closed the PH at 7:42 p.m.

ACTION ITEMS (Continued):

Agenda Bill #3555; Ordinance #13-1013 adding a new Section 15.41 to the SeaTac Municipal Code (SMC), to adopt interim development regulations to properties located within the Interim Angle Lake Station Area and entering findings of fact supporting adoption of interim regulations

Summary: Sound Transit has commenced construction of an extension of light rail service to South 200th Street at 28th Avenue South, where the Angle Lake Station will be constructed. Sound Transit will also be constructing a parking garage, plaza, and retail space on a triangular shaped parcel bound by 26th and 28th Avenues South and South 200th Street Light Rail service is anticipated to begin in late 2016.

In May 2013, a Technical Assistance Panel (TAP) from the Urban Land Institute (ULI) presented its analysis of opportunities in the station area to the Council. One of their recommendations was to establish interim zoning regulations to preserve opportunities for future transit-oriented development (TOD) within the area. The preparation of the proposed interim standards were identified in the 2013-2014 Planning Commission (PC) Work Program, and address key portions of two of the six City Council Goals for 2013.

The proposed interim standards do not change existing zone districts found within the Interim Station Area, but as a zoning overlay, will restrict certain land-intensive uses that are allowed within some of those zone districts. Some other uses will be required to receive approval through an Administrative Conditional Use Permit (CUP) process to ensure they are compatible with the future of the area in terms of location and design.

Staff had initially proposed that the Hearing Examiner (HE) serve as the decision-maker for proposed conditional uses, but the PC expressed concern that the extra time involved with a formal public hearing (PH) process and therefore recommended the CED Director be invested with the authority to approve the conditional uses identified under these interim standards. As recommended, a Notice of Decision will be required to be sent to surrounding property owners, and will provide the opportunity to appeal the decision of the CED Director to the HE.

The proposed interim standards were determined to be the minimum necessary to protect the area from uses that could potentially be at odds with future transit oriented development expected to occur within the station area.

A PH will be held prior to Council Action, which is required by state law for adoption of interim development regulations. Since this Ordinance adopts interim development regulations, it can generally be in effect for no longer than six months. However, an Ordinance can be in effect for up to one year if the Council adopts a work plan related to the adoption of final regulations. Therefore, the Ordinance also adopts a work plan and sets forth that the Ordinance is in effect for one year. If the final regulations are not ready for adoption at the end of the one year period, the Council would need to readopt the interim regulations or they would expire.

On September 17, 2013, the PC held a PH, and voted to recommend that the City Council adopt this Ordinance.

MOVED BY LADENBURG, SECONDED BY A. ANDERSON TO PASS AGENDA BILL #3555 (ORDINANCE #13-1013).

MOTION CARRIED UNANIMOUSLY.

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

ACTION ITEMS:

Agenda Bill #3551; Ordinance #13-1014 amending Section 12.10.225 of the SeaTac Municipal Code (SMC), related to Surface and Storm Water Management Rate Structure

Summary: The City's 2013 Surface Water Plan identified the needs of the Surface Water Utility and changes which are necessary to meet the challenges of the future, while maintaining an appropriate level of service. A stormwater rate study was conducted by FCS Group in conjunction with Herrera Environmental based on the findings and recommendations of the Surface Water Plan. The rate study evaluated four stormwater rate scenarios ranging from a no action alternative to a full plan implementation alternative, which would implement all of the recommendations of the Surface Water Plan.

This Ordinance would implement the Limited Surface Water Plan Implementation Scenario, which allows the minimum stormwater program expansions necessary to meet pending regulatory requirements, as well as create a proactive asset management program to sustain stormwater infrastructure by identifying and conducting needed repairs and replacements. The limited scenario also includes funds for nominal capital improvements.

A proactive asset management program is needed to conduct video evaluation of the City's existing stormwater system, which is valued at \$26.9 million and includes 72 miles of storm pipe. After video evaluation, the City can

ACTION ITEMS (Continued):

Agenda Bill #3551; Ordinance #13-1014 (Continued): identify and prioritize repair and replacement needs before system failures occur. The asset management program also includes the necessary funding to make these repair or replacements once they are identified. The asset management program constitutes approximately 60% of the costs for the proposed rate increase.

Implementation of the recommended rate study scenario also includes changes in cost allocations of how existing staff positions that work on Surface Water Utility programs are funded. These changes in cost allocations will ensure the Utility is appropriately charged for these positions.

In addition, City Council has expressed an interest in providing a rebate to those properties that can infiltrate 100% of their stormwater. To that end, a 20% rebate has been added in an effort to encourage the use of infiltration techniques. These techniques can provide benefits to the City stormwater system and natural waters by reducing the volume of stormwater flows and water quality impacts.

Rate increases will be phased in over a five year period from 2014 through 2018 in order to spread out the impact of the rate adjustments. The proposed phased rate increases are as follows: 20.32% in 2014; 26.85% in 2015; 4.88% in 2017; and 6.55% in 2018.

The proposed rate increase would increase the Surface Water Utility revenues over a five year period. Estimated annual increases in utility fee revenues generated as a result from the rate modification are listed below:

<u>Year</u>	<u>Estimated Rate Revenue Increase Year to Year</u>
2014	\$258,284
2015	\$446,528
2016	\$27,117
2017	\$126,933
2018	\$170,107

MOVED BY LADENBURG, SECONDED BY GREGERSON TO PASS AGENDA BILL #3551 (ORDINANCE #13-1014).*

PW Director Gut stated that staff's presentation tonight is to respond to Council's request from the last meeting to identify a trigger for when to have an additional check-in with the Council regarding the stormwater utility.

Stormwater Compliance Manager Robinett suggested that staff come back to Council for extra check-ins, in addition the regular check-ins, when there is a 12% variance over/under the projected revenue. He explained how the 12% was determined.

Discussion ensued regarding the check-ins.

*MOTION CARRIED UNANIMOUSLY.

Agenda Bill #3549; Ordinance #13-1015 approving the 2013 – 2014 Biennial Budget Modification

Summary: This Ordinance modifies the original 2013-2014 Budget to incorporate an updated 2014 revenue forecast with more current projections and to provide expenditure appropriation adjustments that are consistent with City Council's intention to provide legal funding levels for all funds that have been appropriated in the 2013-2014 Budget for the purposes that such funds have been assigned. Consistent with the City Council's intent to review budget performance throughout 2013, and to consider a budget modification based upon that review at the mid-biennium, this budget modification request for 2014 is now being considered.

This modification request has been adjusted to include an additional \$6,500 decision card item that was directed for inclusion by City Council at the November 12, 2013 Regular Council Meeting (RCM). The overall net adjustment to the General Fund's 2014 ending fund balance is now anticipated to be a decrease of \$70,819. There has been no change for all other funds, whose expenditures are expected to increase approximately \$5.8 million. The major components of these other funds expenditure increases are \$5.4 million related to the 28th/24th transportation capital project and \$0.4 million related to the fire equipment capital fund.

MOVED BY GREGERSON, SECONDED BY LADENBURG TO PASS AGENDA BILL #3549 (ORDINANCE #13-1015).*

Finance & Systems Director Antin stated the only addition is the \$6,500 decision card as directed by Council.

*MOTION CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS: There was no Unfinished Business.

NEW BUSINESS: There was no New Business.

CITY MANAGER'S COMMENTS: City Manager Cutts commented on the following: (1) November 28 and 29, City Hall closed for the Thanksgiving Day Holiday; (2) December 5 - 5:30 p.m., Holiday Tree Lighting at the SeaTac Community Center; and (3) fond farewell to Court Administrator Paulette Revoir who is moving on to the City of Lynwood.

COUNCIL COMMENTS: CM Ladenburg commented on the following: (1) National League of Cities (NLC) Conference in Seattle; and (2) Christmas Tree Sale and Annual Bazaar at Tyee Complex.

CM Forschler stated that he is interested in hearing more about staff's response to the comments related to the Military Road closure and apartment complex at South 194th Street.

CM Fernald wished everyone a Happy Thanksgiving.

CM Bush commented on the following: (1) December 7 – 9 a.m., Tyee Bazaar; and (2) Holiday for Hope still needs donations.

DM Gregerson commented on many things she is thankful for: ability to attend NLC, and Human Services Programs Coordinator Colleen Brandt-Schluter for help with a panel she was on. She also thanked staff for work around visioning, and PW Director Gut for his effort on SR 509. She wished everyone a Happy Thanksgiving.

Mayor A. Anderson stated his appreciation for DM Gregerson who went to Olympia and testified about a \$12.3 billion proposed budget to help pay for SR 509. He reported on the Public Safety & Crime Prevention Committee meeting held at the NLC Conference. Mayor A. Anderson stated that there was a fundraiser at the Bull Pen Tavern and \$2,500 was raised for toys for kids.

ADJOURNED:

MOVED BY GREGERSON TO ADJOURN THE REGULAR MEETING OF THE SEATAC CITY COUNCIL AT 8:06 P.M.

MOTION CARRIED UNANIMOUSLY.

Tony Anderson, Mayor

Kristina Gregg, City Clerk

City of SeaTac

Council Study Session Minutes Synopsis

April 8, 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 4:00 p.m.

COUNCIL PRESENT: Mayor Mia Gregerson, Deputy Mayor (DM) 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, Senior Assistant City Attorney Mark Johnsen, City Engineer Susan Sanderson, Civil Engineer II Toli Khlevnoy, Community & Economic Development (CED) Director Joe Scorcio, Economic Development (ED) Manager Jeff Robinson, Emergency Management Program Manager Pat Lowery, Planning Manager Steve Pilcher, Senior Planner Mike Scarey, Deputy Chief Brian Wiwel, and Police Chief Lisa Mulligan.

PUBLIC COMMENTS (related to the agenda items listed below): There were no public comments.

Agenda Bill #3547; An Ordinance amending Chapter 1.10 of the SeaTac Municipal Code (SMC) related to Initiative and Referendum Powers

Summary: In 1990, the City of SeaTac adopted initiative and referendum powers. When the City adopted these powers, a detailed SMC chapter was created to establish procedures related to these powers. The City's detailed code, while not improper, is unnecessarily burdensome and in some cases duplicative of state law.

Last year, the Legal Department and City Clerk dealt with various legal issues pertaining to an initiative setting minimum employment standards for hospitality and transportation employers. During the course of litigation pertaining to the validity of signatures for this initiative, several questions were raised regarding the interpretation and the intent behind the City's code. While there were likely good reasons to have a very detailed procedure set forth in the code, doing so has proven to be very unworkable and burdensome.

After a thorough review of Chapter 1.10, the Legal Department determined that the SMC can be simplified by eliminating procedures that are not required under state law. The Legal Department also reviewed the SMC provisions of many jurisdictions in the state who have initiative and referendum powers, and the approach taken in this Ordinance is followed by many jurisdictions including, but not limited to, Bothell, Burien, Issaquah, Kent, Lynnwood, Monroe, Mukilteo, Puyallup, Redmond, Renton, Spokane Valley, Tukwila, and Woodinville.

Therefore, this Ordinance amends Chapter 1.10 of the SMC by striking all sections except 1.10.040. This section is amended to state that the powers of initiative and referendum are exercised pursuant to Revised Code of Washington (RCW) 35A.11.080 through 35A.11.100.

Pursuant to the direction provided at the March 25, 2014 CSS, the wording in SMC 1.10.040 has been modified as suggested by CM Campbell.

Furthermore, this Ordinance contains an additional section pertaining to the preparation of a fiscal impact statement, as requested by CM Fernald. This section provides that a fiscal impact statement will be prepared no later than 45 days prior to the measure appearing on the ballot for a proposed initiative or referendum. In order to complete the fiscal impact statement, the City Manager is required to request Council approval for an agreement with a third-party consultant. If the Council does not approve such an agreement, the fiscal impact statement does not have to be prepared. Additionally, if the fiscal impact cannot be accurately determined, then a fiscal impact statement does not need to be prepared.

Senior Assistant City Attorney Johnsen reviewed the agenda bill summary.

Council discussion ensued regarding new section pertaining to the preparation of a fiscal impact statement.

Ms. Mirante Bartolo clarified that section 1.10.045A, 2nd sentence reads, "The City Manager shall request that the City Council approve an agreement with a third party consultant to prepare the fiscal impact statement." Mr. Cutts suggested adding, "...in regards to City operations."

Council consensus: Refer this to the 04/22/14 RCM Consent Agenda with additional language in section 1.10.045A

Agenda Bill #3608; A Motion authorizing the City Manager to execute a professional services agreement with Transpo Group for the preparation of a Transportation Master Plan

Summary: The two major deliverables of this contract will be the Transportation Element of the Comprehensive Plan (CP) and the Transportation Master Plan. A requirement in the state Growth Management Act (GMA) mandates the City to review and update the entire CP by June 2015. The Planning Division will be working on the other elements while assisting the Public Works (PW) Engineering Division, which will lead the effort on the Transportation Element. The updated plan will set the course for the City's transportation policies, programs, and projects. Both Departments endeavor to deliver the entire updated CP to Council in December 2014 for review and adoption by June 2015 to meet the state mandate. The Transportation Master Plan will include coordinating with the airport to develop a shared network model, formally adopting the Draft Safe and Complete Streets Plan, prioritizing transportation improvements, and developing revenue options.

In January of 2014, statements of qualifications were requested from five consultant firms selected from the MRSC Consultant Roster. Transpo Group, and Fehr and Peers submitted statements of qualifications. The firms were evaluated based on their staff qualifications, experience with similar projects, project understanding, and available resources to complete the project on schedule. Transpo Group was selected as the most qualified firm due to their extensive traffic modeling expertise and experience on similar transportation planning projects. The negotiated scope and fee for Transpo Group is reasonable for the level of effort and work anticipated. The City's standard agreement form will be used.

The Transportation Master Plan supports the Council Goals of encouraging active living and economic development by planning for investments in infrastructure including roadways, sidewalks, and bicycle facilities. It will also provide background data that may support the City's advocacy for the SR 509 project.

The amount to be paid is not to exceed \$327,850. The Transportation Capital Improvement Program (CIP) Fund (307) includes \$500,000 for this project in the 2013-2014 biennial budget.

City Engineer Sanderson reviewed the agenda bill summary.

Council discussion ensued regarding the scope of work with Ms. Sanderson and Senior Planner Scarey responding to Council questions.

Council consensus: Refer this to the 04/22/14 RCM Consent Agenda

Agenda Bill #3598; A Motion authorizing the City Manager to execute a design agreement for the 37th Avenue South and 40th Avenue South Sidewalk Project

Summary: The 37th Avenue South and 40th Avenue South Sidewalk Project is the sixth project under the City's Neighborhood Sidewalk Program. This agreement is to design the sidewalks on both sides of 37th Avenue South from South 172nd to 166th Streets, and 40th Avenue South from South 170th to 166th Street. Design services requested for this project include preparation of the detailed engineering drawings, specifications, and estimates required to bid and construct the project.

A statement of qualifications was requested from firms selected from the MRSC Consultant Roster in February. The following firms submitted statements of qualifications: Perteet; PACE; Parametrix; Lochner; and AECOM. The firms were evaluated based on their staff qualifications, experience with similar projects, project understanding, and available resources to complete the project on schedule. Parametrix was selected as the most qualified firm due to their extensive experience on similar projects. The scope of work includes surveying, engineering design, cost estimating, possible right-of-way (ROW) or easement acquisition, public outreach, environmental services, geotechnical investigation, and coordination with affected utilities. The negotiated scope and fee for Parametrix, Inc. is reasonable for the level of effort and work anticipated for this project. The City's standard agreement form will be used. The construction of this project is scheduled to begin in the summer of 2015.

The amount to be paid is not to exceed \$246,527.22. The Transportation CIP Fund (307) includes \$250,000 for this project in the 2013-2014 biennial budget.

Civil Engineer II Khlevnoy reviewed the agenda bill summary.

Council discussion ensued regarding the project.

Council consensus: Refer this to the 04/22/14 RCM Consent Agenda

Agenda Bill #3592; A Motion authorizing the City Manager to execute a contract with GreenRubino to implement the Economic Development (ED) Marketing Action Plan for 2014

Summary: This Motion facilitates execution of the marketing action plan that was jointly created by the City's ED staff and GreenRubino to further the City's ED branding strategy – "everywhere's possible". This comprehensive marketing plan will primarily target the recruitment of new business and industry, development and new private sector investment in the community. The plan was endorsed by the Hotel/Motel (H/M) Tax Advisory Committee as part of the 2013-2014 budget process. The following components are included in the 2014 scope of services: Management of annual advertising calendar, Media Placement / Vendor Costs / Media Contingencies, Creative Services, and Development and Dissemination of Media Releases and Photo Opportunities as warranted.

The funding is from the H/M Tax Fund (Fund 107). Total Contract: Maximum of \$59,500.

ED Manager Robinson reviewed the agenda bill summary.

Council discussion ensued.

Council consensus: Refer this to the 04/22/14 RCM Consent Agenda

PRESENTATIONS – INFORMATIONAL ONLY:

•Emergency Management Program Overview

Emergency Management Program Manager Lowery briefed the Council on emergency management: proactive and reactive functions; incident command versus incident coordination; resources, staff, procedures, and training. SeaTac uses a combination of incident command and incident coordination.

Areas for improvement and change include physical resources and human resources. There will be additional training in the near future for the Council and staff. Planning directives include development of a mass sheltering plan, completion of a debris management plan, and starting discussions regarding community recovery strategies.

The program's internal objectives include: providing staff with information for personal preparedness during a disaster or community emergency; developing and provide each employee with a better understanding of his / her role representing the City during a community emergency; and promoting staff knowledge and confidence in their ability to participate as a part of our emergency management team.

The program's community objectives include: providing community members with a better understanding of their role during a disaster or community-wide emergency; establishing more diverse methods for disseminating information to the community during a disaster or emergency; developing functional relationships with our community stakeholders; and building community confidence in the City's ability to respond to and support the community during a disaster or emergency.

Council discussion ensued regarding the City's emergency response.

•Review of Draft Amendments to the Parks, Recreation and Open Space Element

Planning Manager Pilcher reminded Council that staff is going through the CP elements sequentially over time. There will be a public outreach effort later this year. Staff will be back before Council early next year to review any changes proposed based on that outreach.

Senior Planner Scarey presented CP review draft schedule.

Mr. Scarey reviewed the draft amendments to the Parks, Recreation and Open Space Element:

- Recommendation from Draft Safe & Complete Streets Plan incorporated into Policy 9.3E related to bicycle facilities
- Policy language standardized with active verbs
- References to "Westside Trail" updated to refer to "Lakes to Sound Trail"
- Completed implementation strategies updated or deleted
- Policy 9.9E (Miller Creek Corridor) Deleted
- Factual updates and other language clarifications

Council discussion ensued regarding the proposed changes.

•Public Safety Statistics

Deputy Chief Brian Wiwel presented the statistics for March 2014. He also reviewed trainings that occurred.

ADJOURNED: Mayor Gregerson adjourned the CSS at 6:07 p.m.

City of SeaTac

Council Study Session Minutes Synopsis

April 22, 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 4:01 p.m.

COUNCIL PRESENT: Mayor Mia Gregerson, Deputy Mayor (DM) 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, Parks & Recreation (P&R) Director Kit Ledbetter, Assistant P&R Director Lawrence Ellis, Community & Economic Development (CED) Director Joe Scorcio, Economic Development (ED) Manager Jeff Robinson, and Police Chief Lisa Mulligan.

PUBLIC COMMENTS (related to the agenda items listed below): There were no public comments.

Agenda Bill #3609; A Motion authorizing staff to apply for the 2015 Community Development Block Grant (CDBG) for design and construction of a neighborhood park at Riverton Heights site

Summary: The project will design and construct a neighborhood park within the 8 acre parcel of land at the Riverton Heights site (the area of the park would be three acres). In 2007, the City purchased the Riverton Heights Elementary School site from the Highline School District (HSD) and the community adopted the site as an informal park. After acquiring the site, the City cleared the buildings and completed the necessary environmental cleanup.

Over six months and three community meetings, members of the community developed a vision that would be an amenity for the whole community and a space that serves its immediate neighbors. The creation of a neighborhood park would accommodate multiple activities and provide a combination between active and passive uses. Some of the amenities that were presented at the community meetings were artful gateways to identify entry points of the park, shelters, interior walkways, rain garden, pea patch, basketball court, children's play area, benches, and a perimeter path.

The P&R Department has been successful in securing King County (KC) CDBG funds in the past six years to design and construct a neighborhood park and a skate park, both at SeaTac Community Center (STCC), expand the Valley Ridge Community Center (VRCC) for the teen program, and renovate Sunset soccer field.

The design and construction of the proposed project is not budgeted and this portion of the project will not proceed without CDBG grant funding. The estimated cost for design and construction is undetermined at this time. If the grant funding is approved, the City Council will be asked to formally accept the grant and award contracts for design and construction of the project.

To meet all grant requirements, a pre-application has been submitted (due April 4, 2014) and the formal grant application deadline is May 30, 2014. Approval of this Motion is required for the City to formally apply for this grant funding. If this Motion to apply is not approved, staff will withdraw the pre-application.

Applying for this grant has no fiscal impact. This is not a matching grant and this portion of this project will not move forward without this grant.

Assistant P&R Director Ellis reviewed the agenda bill summary.

Council discussion ensued regarding the grant and the project. Mr. Ellis stated that staff will be applying for \$300,000.

Council consensus: Refer this to the 05/13/14 RCM Consent Agenda

THE FOLLOWING TWO AGENDA BILLS WERE PRESENTED TOGETHER:

Agenda Bill #3591; A Resolution declaring real property located at 19608 International Boulevard (IB) surplus to the needs for the City, and authorizing the City Manager to execute a purchase and sale agreement (PSA) with TMI Hospitality, Inc. for its disposal

Summary: The proposed development is for an approximately 140 room hotel with an estimated development cost of \$20 million. The completed project will create dozens of temporary construction and new permanent jobs and generate revenues from construction and on-going sales taxes, lodging taxes, and permit fees. It will also return currently non-taxed parcels to the property tax roll.

Agenda Bill #3591 (Continued):

History:

- The City originally purchased the “Hughes Property” in 1997 for \$2.8 million as an option for a “new City Hall or other City purposes”.
- Resolution #97-017, which authorized the City acquisition of the property, stated that: “a parcel of land has been identified as a prime location, subject to development costs, for park, recreation, viewpoint, community or convention, for tourist service facilities, for greenbelt or conservation area, for other public facilities, or for any combination of the foregoing.”
- On April 10, 2001 the Council authorized staff to invite Request for Proposals (RFPs) from developers for the property and stated that two major objectives of the plan were to have: “public access and uses of the waterfront public spaces”; and the “desire to have quality development with a substantial profit on this unique property.”
- On April 16, 2001 an RFP advertisement was published with proposals due to the City in June 2001.
- A proposal was received from a development team to develop a park, a theatre, and a parking structure on the site with the use of significant public funding. Other privately-financed development was to follow including offices, retail, condominiums, and a restaurant. The offer was not accepted by the City.
- Another proposal and associated PSA for \$2.95 million was submitted in October 2002 for the development of a hotel, casino, and gift shops. The Council rejected this offer as well.

Near Past / Current Events:

- In July 2012, staff briefed the Council on the Hughes Property after the City received an unsolicited offer and received direction to obtain an appraisal of the site.
- The appraisal was completed and derived an estimated value of \$41 sq ft and noted the “highest and best use” as a mid-scale hotel property.
- On February 20, 2014, the City received a second unsolicited offer for approximately 75% (3 acres) of the site from TMI Hospitality of Fargo, North Dakota, a 35 year old company with annual revenues in excess of \$312 million that operates over 200 hotels in 25 states across the country.
- The City would retain ownership of the approximately 25% of the site nearest the lake for public access.
- The offer is for +/- 3 acres at \$43 sq ft, or \$5,619,240, less a “Developer Fee” at 1.5% results in net receipt to City of approximately \$5,534,959, before seller closing costs.
- The property has most recently been assessed by KC at \$3,051,700, or \$17.48/sq ft

The structure of the transaction includes:

1. \$200,000 in earnest money provided at execution of PSA and applicable to sales price upon closing. \$100,000 of which is non-refundable if permits are issued but project does not move forward.
2. Requirement that due diligence be completed within 150 days of the execution of the PSA.
3. Full applications for all necessary permits and other approvals submitted to jurisdictions with authority within 90 days of expiration of the due diligence period.
4. That construction commence within 18 months of permit issuance.
5. As an additional protection for the City, a “Failure to Commence Construction / Reversionary Clause”, will be included and recorded as a covenant on the title which will allow the City to re-purchase the property at its original sales price if the TMI Hospitality project does not move forward to construction as an extended stay hotel within 18 months. This restriction will also prohibit the transfer of the property to another party without the consent of the City.
6. There will be an easement for pedestrians, the exact location of which will be determined prior to closing, from International Boulevard to the public access at Angle Lake shoreline and vehicle access to lakefront for emergency and City maintenance purposes. The pedestrian access will provide a continuation of existing trail easements from Angle Lake Park.

Other, Non-transactional Elements to be Included in a Separate Agreement Include:

- If meeting space is included in the hotel, an agreement to allow cost-free use to City or community-based non-profit organizations four times per year as availability allows.
- TMI will make an annual contribution to 4th of July Festival on Angle Lake (number of years and \$ amount to be determined).
- Evidence of application to the Marriott Corporation for a Residence Inn “Beacon” design prototype.

Sales proceeds to the City of approximately \$5.6 million before seller closing costs resulting in a net return of \$2.8 million on the initial purchase, or double the original investment.

Agenda Bill #3603; An Ordinance authorizing the City Manager to execute an agreement with Wisenet Branin Brothers LLC for acquisition of a walking path easement between Angle Lake Park and the Hughes Property and amending the City's 2013-2014 Biennial Budget

Summary: This Ordinance authorizes the City Manager to execute an agreement with Wisenet Branin Brothers LLC (Owner) for a walking path easement along the shoreline between Angle Lake Park and the Hughes Property. This Ordinance also amends the City's 2013-2014 Biennial Budget to appropriate the funds to pay for the easement.

The purpose of this agreement between the City and the Owner is to grant an easement for a public walking path along the shoreline through the property located at 19600 IB. Once the agreement is signed by all parties, the City and the Owner will complete the documents for recording the easement and other related documents. The City will pay for the easement, legal, and recording fees related to this transaction.

The agreement states that the City will supervise and pay for the following property projects, and the Owner's portion of the expenses will be deducted from the easement payment made by the City. The City will arrange for the installation of a new chain link fence along the property line separating the Owner's property from the Hughes Property and arrange for the removal of seven trees from the Owner's property. The Owner agrees to pay one-half of the cost of the fence materials and installation, or \$7,110.72, whichever is less. They also agree to pay the entire cost of removing the trees, or \$7,774.50, whichever is less. The City will pay the Owner the appraised value of \$33,800 for the path easement. Net payment of \$18,914.78 (\$33,800 less \$7,774.50 & \$7,110.72) will be made at the time of delivery of the path easement.

The Owner will grant an easement for the City to design, construct, and maintain the walking path not greater than ten feet in width as shown on the property survey. The City will install a six foot tall fence on the west side of the trail with a locking gate so the property Owner can access the walking trail yet still provide separation from the walking path and the property west of the walking path. Once the pathway is completed, the P&R Department will be responsible for the maintenance from the pathway to the water's edge.

This Ordinance also increases expenditures in the Municipal Capital Improvement Program (CIP) Fund (Fund 301) in the 2013-2014 Biennial Budget by \$33,800 to pay for the easement.

The City will pay a total of \$33,800 for the right to have the walking path easement. This includes the payment of \$18,914.78 to Wisenet Branin Brothers LLC (Owner), \$7,110.72 for fence materials and installation and \$7,774.50 for tree removal. The funds will be paid through the BARS accounts listed above.

CED Director Scorcio and ED Manager Robinson reviewed the agenda bill summary for Agenda Bill #3591.

Council discussion ensued regarding the hotel and the lake access.

P&R Director Ledbetter reviewed the agenda bill summary for Agenda Bill #3603.

Council discussion ensued regarding the agreement.

Council consensus: Refer Agenda Bill #3591 and 3603 to the 05/13/14 RCM Consent Agenda

Agenda Bill #3606; A Motion authorizing the City Manager to execute a contract with the low bidder for Angle Lake Park Restroom Fire Damage repairs

Summary: Requesting a Motion to authorize the City Manager to execute a Contract with the low bidder, Koss Construction, Inc., to complete the repairs that are needed due to fire damage to the restroom building at Angle Lake Park.

On December 26, 2013 the restroom building at Angle Lake Park was damaged by fire. The fire was investigated as an arson event and was turned over to our Risk Manager as an insurance claim. We received original estimates from the insurance company of \$53,007 which after our deductible and depreciation resulted in a claim of \$50,268.48 for which Travelers Insurance has issued the City a check. As this information was reviewed, it was discovered that the estimates by the insurance company did not include paying prevailing wage rates. Staff informed both the estimator and the insurance company that we will need to competitively bid the project and pay prevailing wage rates.

Bids packets were sent to contractors selected from the MRSC Small Works Roster and bids were received back from two contractors. Due to the requirement to pay prevailing wage rates, the low bid came in at \$69,000.

Agenda Bill #3606 (Continued): Travelers Insurance has agreed to pay the City the increased cost totaling \$75,555 which includes Sales Tax. In the event any of the contingency is used, the additional amount will be requested from Travelers Insurance.

Following are bid results:

<u>Contractor</u>	<u>Base Bid</u>	<u>Bid Including Sales Tax (9.5%)</u>	<u>Bid w/tax + 10% Contingency</u>
Koss Construction Inc.	\$69,000	\$75,555.00	\$83,110.50
Henderson Partners, LLC	\$69,455	\$76,053.23	\$83,658.55

The only fiscal impacts to the City are payment of the insurance deductible in the amount of \$2,500 and depreciation on the structure of \$273.14.

P&R Director Ledbetter reviewed the agenda bill summary.

Council discussion ensued regarding the project.

Council consensus: Refer this to the 05/13/14 RCM Consent Agenda

THE FOLLOWING THREE AGENDA BILLS WERE PRESENTED TOGETHER:

Agenda Bill #3593; An Ordinance amending Chapter 1.20 of the SeaTac Municipal Code (SMC), relating to the duties of the Hearing Examiner (HE), procedural requirements and land use permit decision criteria

Summary: This Ordinance updates the HE code to differentiate the duties of the HE from those of the Planning Commission (PC); clarify procedural requirements concerning appeals; and eliminates language concerning land use decision criteria, which is also contained with Title 15, Zoning Code.

The PC has continued with its review of the SMC to provide greater clarity and eliminate redundancies. While considering possible amendments to the Zoning Code, it became apparent that companion amendments to Chapter 1.20, HE System, were also needed in order to ensure consistency. The PC has reviewed these amendments, but did not conduct a public hearing (PH) regarding them, as Chapter 1.20 does not fall within the PC's designated purview as listed in SMC 2.15.120.

This Ordinance clarifies that the HE considers land use permit applications, while legislative matters such as code amendments and shorelines designations are duties of the PC. It will also provide consistency with SMC 16A.23 to note that appeals of SEPA actions proceed directly to Superior Court. This Ordinance also clarifies that only decisions (not recommendations) of the HE may be appealed to the City Council and that once an appeal is filed, the HE has no further role in the process. This Ordinance also eliminates various land use decision criteria (such as for variances), at these criteria are also contained in the Zoning Code (SMC Title 15). This will eliminate the need to amend two sections of the code should there be a need to amend decision criteria and also provides a single location where this information may be found.

Agenda Bill #3594; An Ordinance amending Title 15 Zoning Code of the SeaTac Municipal Code (SMC), relating to land use permit decision criteria and public hearing (PH) procedures

Summary: This Ordinance amends Chapters 15.05 and 15.22 of the Zoning Code, which address decision criteria for various land use permits, the HE process, and the appeal process. These amendments are being proposed in conjunction with recommended changes to Chapter 1.02, HE System, to ensure issues are addressed in only one chapter, rather than being duplicated in two different locations within the SMC.

This Ordinance is the result of the PC's on-going review of the SMC to provide greater clarity, eliminate redundancies, and correct outdated provisions. Currently, decision criteria for some land use permits are found both in Chapter 1.20, HE System and within the Zoning Code. The PC has recommended that land use permit decision criteria be contained within the Zoning Code (Chapters 15.05 and 15.22) and eliminated from Chapter 1.20. (Proposed amendments to that chapter are being considered under a separate Ordinance).

Section 15.22.065 addresses the process for filing appeals of a decision of the HE. This language is replicated in SMC Chapter 16A.17; the recommendation is to strike the language in Chapter 15.22 and provide a cross-reference to SMC 16A.17.

Other minor changes are proposed to note that only one open record public hearing may be held by the HE; to note that PH notice requirements are contained within SMC 16A.13; and to note that the CED Department is responsible for transmitting HE decisions to all parties of record.

Agenda Bill #3595; An Ordinance amending Title 16A of the SeaTac Municipal Code (SMC), relating to the SEPA substantive authority and establishing a new chapter concerning the comprehensive plan (CP)

Summary: This Ordinance amends Chapter 16A.23 relating to the exercise of substantive authority under SEPA and add a new chapter 16A.25, addressing the CP. The amendment to SMC 16A.23.130 will provide updated references to plans, policies, rules and regulations that may be used during the SEPA process. The new chapter 16A.25, CP, identifies all documents considered as part of the plan and addresses the process for amending the plan.

The PC continues with its review of the SMC to provide greater clarity, eliminate redundancies, and correct outdated provisions. SMC 16A.23.130 lists those documents that may be used by the SEPA Responsible Official to approve, condition or deny a proposed action pursuant to SEPA (RCW 43.21C). It appears the current list of documents was established shortly after the City's incorporation, a period before it had adopted many of its own plans and regulations. The proposed amendment updates this list to include the current set of documents that should be relied upon for the exercise of SEPA substantive authority.

Currently, the SMC contains only minimal reference to the City's CP, which was originally adopted in 1994 and has been subsequently amended numerous times since. The proposed new Chapter 16A.25 defines the CP and its various associated documents; clearly states the City's policy to encourage early and continuous participation in the planning process, a Growth Management Act (GMA) requirement; and references the authority previously granted to the CED Director to establish an amendment process.

CED Director Scorcio and Planning Manager Pilcher reviewed the agenda bill summaries for Agenda Bill #3593, #3594, and #3595.

Council discussion ensued regarding the three agenda bills and the HE process.

Council consensus: Refer Agenda Bill #3593, #3594, and 3595 to the 05/13/14 RCM Consent Agenda

PRESENTATIONS – INFORMATIONAL ONLY:

•Update on Community Building Committee (CBC)

CBC Member Pat Patterson introduced members present: Matthew York, Jean Blackburn, Abdirahman Hashi, Virginia Olsen. He reviewed the committee's mission statement and some of the items the CBC is working on.

The CBC spoke with CMs to understand what the Council's expectations for this group are. Based on those comments here is the CBC's tasks: researching best practices of other jurisdictions and vetting those ideas within the community; fostering communication and building trust with all City departments and within the community; acting as a sounding board for projects and programs under development by the City; seeking innovation, community based ideas, through sustainable two way communication within the community; and participating in existing City, school, and community meetings and events to bridge the communication gaps and promote active participation and community engagement.

The committee also spoke with other City service groups to understand the diverse dynamics in the community. Mr. Patterson detailed the conversations with the service groups. The CBC will be back later this year with specific ideas for Council to act on.

Council discussion ensued regarding this committee's activities, future funding requests, and how to attract a diverse membership for the committee.

PRESENTATIONS – COUNCIL DIRECTION REQUESTED:

•City Council Support for a potential Trail around Tub Lake

P&R Director Ledbetter detailed the proposed trail and requested Council support for staff to work with the Port of Seattle (POS) and Federal Aviation Administration (FAA) to move forward with this trail. Design and construction will come back before the Council for approval.

Council discussion ensued regarding safety, homeless encampments, potential funding, and other potential trails that this money could be used for instead.

Council direction: Staff to move forward with due diligence / Staff to review what this money should be used for and any environmental contamination and liability / Staff to bring back to Council any potential uses for this money

ADJOURNED: Mayor Gregerson adjourned the CSS at 6:02 p.m.

City of SeaTac

Regular Council Meeting Minutes

April 22, 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 6:31 p.m.

COUNCIL PRESENT: Mayor Mia Gregerson, Deputy Mayor (DM) 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, Municipal Court Judge Elizabeth Bejarano, Police Chief Lisa Mulligan, Human Services (HS) Coordinator Colleen Brandt-Schluter, Community and Economic Development (CED) Director Joe Scorcio, Economic Development (ED) Manager Jeff Robinson, Public Works (PW) Director Tom Gut, and Resource Conservation/Neighborhood Programs Coordinator Trudy Olson.

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

PUBLIC COMMENTS: The following people spoke in favor of the City authorizing cannabis: Tammara Wells and Janice Taylor.

Kathleen Brave reiterated her concerns regarding parking issues on 34th Avenue South and South 162nd Street.

PRESENTATIONS (Continued):

•Law Week Proclamation

Central Washington University – Highline Community College Campus Law and Justice Club President and Municipal Court Intern Edward Welch spoke about our right and duty to vote.

Mayor Gregerson read and presented the proclamation to Judge Bejarano and Mr. Welch.

Judge Bejarano reviewed Law Week activities.

•Public Safety Statistics

Police Chief Mulligan presented the February 2014 – March 2014 statistics. She noted a significant increase in commercial and residential burglaries, but trending down so far for April.

Chief Mulligan commented on the following: (1) April 26 - Drug Enforcement Agency (DEA) drug take back at City Hall; and (2) April 23 - Deputy Chris Derth is being honored by Washington's Most Wanted as Deputy of the month for April.

Council discussion ensued regarding the value of monthly report and whether the format should be changed. Council concurred to quarterly updates to discuss issues and biannual statistics. However, safety statistics and or issues can be brought to the Council also on an as needed basis.

CONSENT AGENDA:

•Approval of claims vouchers (check no. 106942 - 107157) in the amount of \$1,124,071.70 for the period ended April 18, 2014.

•Approval of payroll vouchers (check nos. 52146 – 52165) in the amount of \$147,288.71 for the period ended April 15, 2014.

•Approval of payroll electronic fund transfers (check nos. 80843 - 80979) in the amount of \$248,789.79 for the period ended April 15, 2014.

•Approval of payroll wire transfer (Medicare and Federal Withholding Tax) in the amount of \$51,038.61 for the period ended April 15, 2014.

•Pre-approval or final approval of City Council and City Manager travel related expenses for the period ended April 17, 2014.

•Summary of Grant Acceptance for the period ended April 15, 2014.

•Ratification of non-represented employee classification and/or compensation adjustments.

Agenda Items reviewed at the April 8, 2014 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #3547; An Ordinance #14-1003 amending Chapter 1.10 of the SeaTac Municipal Code related to Initiative and Referendum Powers

CONSENT AGENDA (Continued):

Agenda Bill #3608; A Motion authorizing the City Manager to execute a professional services agreement with Transpo Group for the preparation of a Transportation Master Plan

Agenda Bill #3598; A Motion authorizing the City Manager to execute a design agreement for the 37th Avenue South and 40th Avenue South Sidewalk Project

Agenda Bill #3592; A Motion authorizing the City Manager to execute a contract with GreenRubino to implement the Economic Development Marketing Action Plan for 2014

MOVED BY T. ANDERSON, SECONDED BY A. ANDERSON TO ACCEPT THE CONSENT AGENDA AS PRESENTED.

MOTION CARRIED UNANIMOUSLY.

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

UNFINISHED BUSINESS: There was no Unfinished Business.

NEW BUSINESS: There was no New Business.

CITY MANAGER'S COMMENTS: City Manager Cutts commented on the following: (1) May 1 – 6:30 p.m., Angle Lake Station Area Visioning Workshop at Madrona Elementary School Library; (2) the next Council meeting is May 13; and (3) reported on April 19 City Earth Day Cleanup events.

COMMITTEE UPDATES: CM Ladenburg provided a Festival Committee update. There will be a small 4th of July fireworks show at Angle Lake Park put on by the City.

DM A. Anderson stated that the Hotel/Motel (H/M) Tax Advisory Committee discussed a Tourism Promotion Area.

COUNCIL COMMENTS: CM Campbell commented on the following: (1) May 3 - plant sale; (2) thanked Auburn CMs who attended the last SeaTac Council meeting; (3) Angle Lake Station tour; (4) attending police academy; (5) April 11 - attended chamber lunch; and (6) April 17 – DAWN breakfast.

CM Bush stated that there is a walk-a-thon at Bow Lake Elementary School on April 24 at 1:40 p.m.

DM A. Anderson stated his appreciation for residents that participated in events in the City over the weekend.

Mayor Gregerson thanked ED Manager Robinson for his help in preparing for the State of the City's Address. She also thanked CM Fernald for her participation in Arbor Day for the last few years.

ADJOURNED:

MAYOR GREGERSON ADJOURNED THE MEETING AT 7:20 P.M.

Mia Gregerson, Mayor

Kristina Gregg, City Clerk

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Human Services/City Manager

Agenda Bill #: 3616

TITLE: A motion to authorize the City Manager to renew the Interlocal Cooperation Agreement with King County regarding the Community Development (CDBG/HOME/RAHP) funds

May 12, 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>RCM 06/24/14</u>
Ord/Res Exhibits:	
Review Dates:	<u>CSS 5/27/14</u>
Prepared By:	<u>Colleen Brandt-Schluter, Human Services Manager; Gwen Voelpel, Asst. City Manager</u>
Director:	<u><i>[Signature]</i></u> City Attorney: <u><i>Mary Muriande Barro</i></u> <i>34</i>
Finance:	<u><i>[Signature]</i></u> BARS #: <u>N/A</u>
City Manager:	<u><i>[Signature]</i></u> Applicable Fund Name: <u>N/A</u>

SUMMARY: The proposed Motion authorizes the City Manager to execute an Interlocal Cooperation Agreement between the City of SeaTac and King County. The agreement covers the Community Development Block Grant funds, the HOME Investments Partnership Program and the Regional Affordable Housing Program. All agreements address the general distribution of housing and community development funds for the benefit of low to moderate income households. The agreement also outlines the use of funds, responsibilities and powers of the parties, general terms and the establishment and functions of the interjurisdictional Joint Recommendations Committee (JRC). The JRC makes recommendations to the King County Council as to how these funds should be spent.

DISCUSSION / ANALYSIS / ISSUES: The Interlocal Agreement establishes the framework for how jurisdictions share in the distribution and administration of funds made available from Housing and Urban Development (HUD) and Regional Affordable Housing Funds (RAHP) (document recording fees). City representatives and King County staff have negotiated some minor amendments for the new agreement period of 2015-2017. These are outlined in both the transmittal letter to King County Chair Larry Phillips, and the bolded and underlined parts of the Interlocal Agreement. If the City of SeaTac is to continue to be eligible to apply for and receive Community Development Block Grant funds, and the benefits of the other funds, we must agree to continue to participate in the Consortium and authorize the City Manager to renew the attached agreement.

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

FISCAL IMPACT: None.

ALTERNATIVE(S): Do not adopt the proposed Motion. Not signing this ILA excludes us from any engagement regarding mixed income housing projects, shelters or transitional housing projects in SeaTac as well as Community Development Block Grant projects such as Minor Home Repair and Park improvements.

ATTACHMENTS: 1) Transmittal Letter to King County Chair Larry Phillips; 2) Interlocal Cooperation Agreement



King County

Department of Community and Human Services

Adrienne Quinn, Director

401 5th Avenue, Suite 500
Seattle, WA 98104

(206) 263-9100 Fax (206) 296-5260
TTY Relay 711

May , 2014

The Honorable Larry Phillips
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Phillips:

I am pleased to transmit an ordinance authorizing the Executive to enter into interlocal cooperation agreements for the continuation of King County Consortia partnerships for the administration of federal and local funds for affordable housing and community development: 1) King County Community Development Block Grant (CDBG) Consortium; 2) HOME Investments Partnership Program (HOME) Consortium; and 3) Regional Affordable Housing Program (RAHP) Consortium.

King County Code, Title 24, Chapter 13 (KCC 24.13) sets out the framework for consortia relationships through interlocal cooperation agreements to share in the distribution and administration of funds made available through the United States Department of Housing and Urban Development (HUD), and RAHP affordable housing funds established in the Revised Code of Washington 36.22.178.

Pursuant to KCC 24.13, it is the policy of King County to partner and form urban county consortia with the cities and towns in King County outside the City of Seattle¹ for the HUD-administered CDBG and HOME programs, and with all cities and towns in King County, including Seattle, document recording fee surcharge funds for affordable housing (RAHP) governed by RCW 36.22.178, which requires the County to enter interlocal agreements.

Pursuant to KCC 24.13.010, the CDBG, HOME and RAHP Agreements address the general distribution of housing and community development funds for the benefit of very low to moderate-income households, the use of funds, responsibilities and powers of the parties, general

¹ As a large metropolitan city, Seattle receives an independent allocation of CDBG and HOME Program funds directly from HUD.



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terms and the establishment and functions of an interjurisdictional Joint Recommendations Committee (JRC).

The JRC is composed of city and county representatives, is advisory to the King County Executive, and reviews and recommends specific projects as well as program guidelines for programs to be undertaken with CDBG, HOME and RAHP funds.

King County Consortia Interlocal Agreements

The four King County Consortia interlocal agreements are established in KCC 24.13.010. They are three-year agreements that coincide with the three-year CDBG and HOME urban county qualification periods established by HUD. The four agreements currently in place are for the qualification period of 2012 – 2014, and have either been updated or will be automatically renewed for the 2012 – 2014 period. The four agreements are based on HUD qualification criteria for the status of jurisdictions participating in an urban county consortium, and are detailed below:

- 1) Regular CDBG Agreement. This agreement is for cities that do not qualify for CDBG or HOME funds independently. The regular CDBG Agreement also covers participation in the HOME Consortium.
- 2) CDBG Joint Agreement. This agreement is for cities that qualify to receive CDBG funds independently, but choose instead to enter into a Joint Agreement with the county. Through a Joint Agreement, a city makes their own decision about how to spend a portion of the funds, and contributes the other portion of the funds to priorities of the CDBG Consortium. Joint Agreement cities must also sign a separate HOME Consortium Agreement.
- 3) HOME Program Agreement. This agreement is for cities that receive and administer CDBG funds independently of the CDBG Consortium, but do not qualify to receive HOME Program funds independently, and for CDBG Joint Agreement cities.
- 4) RAHP Agreement. This agreement is for the state-authorized document recording fees for affordable housing governed by RCW 36.22.178. It is for all cities and towns in King County, including the City of Seattle, which receives its own CDBG and HOME funds.

During the 2012 - 2014 urban county qualification period, 30 jurisdictions, including King County, participated through a regular CDBG Agreement², three jurisdictions participated

² Regular CDBG Consortium jurisdictions: Algona, Beaux Arts, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Enumclaw, Hunts Point, Issaquah, Kenmore, Kirkland, Lake Forest Park,

through a CDBG Joint Agreement³, seven jurisdictions participated through a HOME Program Agreement⁴, and 25 jurisdictions participated in the RAHP Agreement⁵.

The City of Kirkland has reached the threshold for qualification as a metropolitan city entitlement with HUD, and has expressed its desire to enter in a CDBG Joint Agreement for the 2015-2017 qualification period.

Amendments to the CDBG Consortia Interlocal Agreements

Staff in the Department of Community and Human Services (DCHS), Housing and Community Development Program (HCD) conducted a series of meetings with representatives from the participating Regular CDBG and CDBG Joint Agreement consortia partner cities in the fall of 2013 and early 2014. Through those meetings, amendments and renewals to the CDBG agreements have been negotiated and agreed upon. The Consortium's JRC has approved the amendments.

Regular CDBG Agreement

The parties to this agreement have negotiated the following amendments for the new qualification period of 2015 – 2017.

Amendments Concerning General Distribution of Funds - The primary amendments to the CDBG Agreements are in the section of the agreement addressing the distribution of CDBG funds to consortium priorities, as follows:

- 1) The percentage of CDBG funds for administration and planning will remain at 20 percent, as allowed by HUD; this sub-section contains new language that allows the percentage for administration and planning to change if the federal government changes the allowable percentage, with JRC approval.
- 2) The agreement is now explicit that the CDBG Consortium desires to allocate a full 15 percent of the CDBG funds for human services, the maximum percentage currently allowed by HUD for human services (the language allows the Consortium to increase or decrease the percentage if the maximum allowable percentage is changed by HUD). The Consortium will determine the percentage of the total amount of human services funds

Maple Valley, Medina, Mercer Island, Newcastle, North Bend, Pacific, Sammamish, SeaTac, Skykomish, Snoqualmie, Tukwila, Woodinville and Yarrow Point.

³ Joint Agreement jurisdictions: Redmond, Renton and Shoreline.

⁴ HOME Agreement jurisdictions: Auburn, Bellevue, Federal Way, Kent, Redmond, Renton and Shoreline.

⁵ RAHP jurisdictions: Auburn, Beaux Arts, Bellevue, Black Diamond, Burien, Carnation, Clyde Hill, Covington, Enumclaw, Federal Way, Hunts Point, Issaquah, Kenmore, Kent, Kirkland, Medina, Mercer Island, Pacific, Redmond, Renton, Sammamish, Seatac, Seattle, Snoqualmie, Tukwila.

that will be dedicated for the Housing Stability homeless prevention program and other homeless activities through the consortium-wide Consolidated Housing and Community Development Plan, which is being updated this year for the next five-year period of 2015-2019.

- 3) The consortium-wide Housing Repair Program is reduced to receive 20 percent of the CDBG funds, rather than 25 percent. There is unchanged language that allows the JRC to review the percentage if there is a substantial change in overall funding or need for housing repair.
- 4) The remaining CDBG funds for the two sub-regional competitive funds, South and North/East, is increased from 40 percent to 45 percent of the CDBG funds. The language is explicit that the two sub-regions may propose different priorities and may divide a sub-regional fund for more than one competitive process. A sub-region may also allocate additional funds to the Housing Repair Program for the benefit of residents of the sub-region.
- 5) The Agreement is explicit that the Consortium may adopt guidelines through the JRC to guide details of Consortium procedures, program implementation, etc.

Other Amendments – other minor amendments include the following:

- 1) The Agreement now has explicit references to include Emergency Solutions Grant (ESG) funds as consortium funds, which is a new requirement of HUD (ESG funds have always been treated as Consortium funds, but were not explicitly referenced in the Agreement). These funds specifically address homelessness and the Consortium receives a portion of ESG funds directly from HUD, and another portion through the State Department of Commerce.
- 2) Definitions were added to clarify the Agreement.
- 3) New language is added that reduces the quorum required for votes of the Regular CDBG Consortium members (from five members to four members), which is a smaller subset of the full JRC; this amendment was approved by the JRC during 2013.
- 4) References regarding “Suburban Cities” were changed to “Sound Cities” to reflect the new name of the organization.
- 5) Language was added to the “powers and duties” of the JRC regarding the monitoring of equitable use of CDBG funds throughout the Consortium over time pursuant to Consortium Guidelines.

CDBG Joint Agreement

The Joint Agreement cities participated in the CDBG Consortium meetings regarding the amendments listed above, and have negotiated parallel amendments, as relevant to the CDBG Joint Agreement, for the new qualification period of 2015 – 2017.

Automatic Renewal of HOME and RAHP Agreements

HOME Program Agreement

The parties to this agreement for the HOME Consortium 2012 – 2014 desire to allow the agreement to automatically renew for a new three-year qualification period, pursuant to the automatic renewal clause. There is one new eligible city, Kirkland, which intends to join the HOME Consortium and to sign a HOME Agreement for the new qualification period 2015 - 2017.

RAHP Agreement

The parties to this agreement for the RAHP consortium 2012-2014 desire to allow the agreement to automatically renew for a new three year qualification period, pursuant to the automatic renewal clause. The eleven cities that did not sign a RAHP Agreement for 2012 – 2014 will have the opportunity to sign the updated agreement this year for the new qualification period 2015-2017.

Closing

Amendments to the two CDBG Agreements are noted in bold type and underlining in attachments A and B to this ordinance. The HOME and RAHP Agreements, which have not been amended, are provided in attachments C and D to this ordinance.

Letters from the Housing and Community Development Program were sent to every city eligible to participate in one or more of the King County consortia in April 2014, pursuant to HUD requirements for notice to eligible cities. The letters notified each city of their options concerning the consortia, with copies of the relevant agreements attached for their review and approval.

The King County Council is asked to approve the King County Consortium Agreements in substantially the form of the attached documents, for subsequent signature by the Executive. I request your expedient consideration of this legislation, as the HUD timeline is extremely tight to get all of cities' elected councils to approve the agreements, sign the agreements, return the agreements to King County for signature, record the agreements and file them with HUD. A

The Honorable Larry Phillips, Chair
May , 2014
Page 6 of 6

delay in the timely signature of these agreements could jeopardize the receipt of the King County Consortia's funds from HUD for the new qualification period.

If you would like any additional information, please contact Adrienne Quinn, Department of Community and Human Services Director, at 206-263-9100.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
 ATTN: Michael Woywod, Chief of Staff, King County Council
 Anne Noris, Clerk of the Council
Joe Woods, Council Relations Director, Office of the King County Executive
Dwight Dively, Director, Office of Performance Strategy and Budget
Adrienne Quinn, Director, Department of Community and Human Services (DCHS)
Greg Ferland, Division Director, Community Services Division (CSD), DCHS
 ATTN: Cheryl Markham, Program Manager, Housing and Community
 Development Program, CSD, DCHS

**INTERLOCAL COOPERATION AGREEMENT
REGARDING THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT is entered into by and between King County (hereinafter the "County") and the City of _____, (hereinafter the "City") said parties to this Agreement each being a unit of general local government in the State of Washington.

WITNESSETH:

WHEREAS, the federal government, through adoption and administration of the Housing and Community Development Act of 1974 (the "Act"), as amended, will make available to King County Community Development Block Grant funds, hereinafter referred to as "CDBG", for expenditure during the 2015, 2016 and 2017 funding years; and

WHEREAS, the area encompassed by unincorporated King County and all participating cities, has been designated by the United States Department of Housing and Urban Development ("HUD"), as an urban county for the purpose of receiving CDBG funds; and

WHEREAS, the Act directs HUD to distribute to each urban county a share of the annual appropriation of CDBG funds based on formula, taking into consideration the social and economic characteristics of the urban county; and

WHEREAS, the Act allows participation of units of general government within an urban county in undertaking activities that further the goals of the CDBG program within the urban county; and

WHEREAS, the CDBG Regulations require the acceptance of the King County Consortium Consolidated Housing and Community Development Plan ("Consolidated Plan") by participating jurisdictions; and

WHEREAS, King County is responsible to the federal government for all activities undertaken with CDBG funds and shall ensure that all CDBG assurances and certifications King County is required to submit to HUD with the Annual Action Plan are met; and

WHEREAS, King County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the National Affordable Housing Act of 1990, as amended, 42 USC 12701 et. seq. and 24 CFR Part 92 for purposes of the HOME Investment Partnerships Program, hereinafter referred to as "HOME Program", and to cooperate in undertaking HOME Program activities; and

WHEREAS, King County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the Homeless Emergency Assistance and Rapid Transition to Housing Act of

2009, for purposes of the Emergency Solutions Grant Program, hereinafter referred to as “ESG”, and to cooperate in undertaking ESG activities; and

WHEREAS, King County shall undertake CDBG, **ESG and** HOME Program-funded activities in participating incorporated jurisdictions as specified in the Consolidated Plan by granting funds to those jurisdictions and to other qualifying entities to carry out such activities; and

WHEREAS, King County and the participating jurisdictions are committed to targeting CDBG, ESG and HOME Program funds to ensure benefit for very low to moderate-income persons as defined by HUD; and

WHEREAS, King County and the participating jurisdictions recognize that needs of very low to moderate-income persons may cross jurisdictional boundaries and therefore can be considered regional and sub-regional needs as well as local needs; and

WHEREAS, King County, in conjunction with the participating jurisdictions, must submit an Annual Action Plan to HUD, which is a requirement to receive CDBG funds; and

WHEREAS, the purpose of this Interlocal Cooperation Agreement, entered into pursuant to and in accordance with the State Interlocal Cooperation Act, RCW Chap. 39.34, is to form an urban county consortium, (“Consortium”), for planning the distribution and administration of CDBG, ESG, HOME Program, and other federal funds received on behalf of the Consortium from HUD, and for execution of activities in accordance with and under authority of the Act:

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS AGREED THAT:

I. GENERAL AGREEMENT

The County and City agree to cooperate to undertake, or assist in undertaking, activities which further the development of viable urban communities funded from annual CDBG and HOME Program funds from federal fiscal years **2015, 2016 and 2017** appropriations, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes.

II. DEFINITIONS

A. “JRC” means the inter-jurisdictional Joint Recommendations Committee as described in Section V of this Agreement.

B. “CDBG Consortium Partners” means jurisdictions that are official HUD-recognized participants in the CDBG Consortium through a signed Interlocal Agreement.

- C. “Consolidated Plan” is the King County Consortium Consolidated Housing and Community Development Plan, a HUD-required plan that identifies needs and contains a strategic plan to guide the investment of HUD CDBG, HOME and ESG funds for a multi-year period not to exceed five years.

III. GENERAL DISTRIBUTION OF FUNDS

The distribution of CDBG and HOME Program funds for the King County urban county Consortium shall be governed by the provisions below.

Planning and Administration:

- A. The Administrative and Planning Set-asides for the CDBG and the HOME Programs, to be reserved by the County to meet the County’s responsibility to meet all HUD requirements for planning and administration, shall be the maximum allowable by HUD [currently twenty (20) percent of the CDBG funds available from the annual entitlement and twenty (20) percent of program income, and ten (10) percent of the HOME Program funds available from the annual entitlement and ten (10) percent of program income]. If the current percentages for CDBG and/or HOME administration and planning are changed at the federal level, the Consortium may allow the percentage retained by the County to change, following review and recommendation by the Joint Recommendations Committee (“JRC”), as provided in Section V, and approval by the Metropolitan King County Council, as provided in Section VI.

Public/Human Services:

- B. The Human Services Set-aside of CDBG shall be the maximum allowable by HUD for human services [currently fifteen (15) percent of the funds available from the CDBG annual entitlement and fifteen (15) percent of program income]. The Human Services Set-aside, including Housing Stability homeless prevention activities and other homeless activities, shall be determined by the CDBG Consortium Partners and approved by the JRC in the Consortium’s most current Consolidated Housing and Community Development Plan.

Housing Repair:

- C. The Housing Repair Program Set-aside shall be twenty (20) percent of the funds available from the CDBG entitlement and twenty (20) percent of program income (this percentage is discretionary and not required or limited by HUD). The JRC may periodically review and recommend increases or decreases to this percentage if, in its judgment, there has been a substantial

change in the Consortium's overall funding or need for housing repair that justifies an increase or decrease.

Remaining Capital Funding:

- D. The remaining entitlement and program income funds, as well as any recaptured or prior year funds, shall be divided into two separate funds for the two sub-regions of the county: 1) north/east sub-region; and 2) south sub-region. The percentage split between the two funds shall be equal to the percentage of low to moderate-income population represented by each sub-region. Each sub-region may propose funding priorities and allocate portions of the sub-region's funds to such priorities for separate competitive processes. Such competitive processes must be for eligible activities that are consistent with the King County Consortium Consolidated Housing and Community Development Plan. A sub-region may also elect to allocate additional funds to the Consortium's Housing Repair Program for the benefit of residents of the sub-region.
1. The north/east sub-region shall include those cities in the north and east and those portions of unincorporated King County that lie north of Interstate 90. The cities of Mercer Island, Newcastle, Issaquah, and North Bend, which are at or near the Interstate 90 border, along with their designated potential annexation areas, also shall be included in the north/east sub-region.
 2. The south sub-region shall include those cities south of Interstate 90 and those portions of unincorporated King County that lie south of Interstate 90, except for the cities of Mercer Island, Newcastle, Issaquah, and North Bend and their potential annexation areas, which are part of the north/east sub-region.
 3. The formula for dividing the funds between the two sub-regions shall be based on each sub-region's share of the Consortium's low to moderate-income population.

CDBG Guidelines to Address Programmatic Details:

- E. The CDBG Consortium Partners may propose King County Consortium CDBG, ESG and HOME Guidelines, for approval by the JRC, to guide the Consortium regarding details of program implementation, including, but not limited to, funding guidelines, frequency of application processes, Consortium procedures and goals for geographic equity in the distribution of funds over time.

IV. USE OF FUNDS: GENERAL PROVISIONS

- A. Funds shall be used to support the goals, objectives **and strategies of the King County Consortium Consolidated Housing and Community Development Plan.**
- B. Funds shall be used in accordance with the CDBG regulations at 24 CFR Part 570, Home Program regulations at 24 CFR Part 92, and all other applicable federal regulations.

V. **JOINT RECOMMENDATIONS COMMITTEE**

An inter-jurisdictional Joint Recommendations Committee (“JRC”) was established through the 2009 – 2011 CDBG/HOME Consortium Interlocal Cooperation Agreement and through King County Code Chapter 24.13, and is hereby adopted as part of this Agreement.

- A. Composition—The JRC for the CDBG/HOME Consortium shall be composed of three county representatives and eight cities representatives.
 - 1. The three county representatives shall be King County Executive staff with broad policy responsibilities and/or department directors. County representatives shall be specified in writing and, where possible, shall be consistently the same persons from meeting to meeting.
 - 2. Four of the cities representatives shall be from those cities signing this interlocal cooperation agreement, two from each sub-region.
 - 3. The remaining four cities representatives shall be from cities that qualify to receive CDBG entitlement funds directly from HUD and that are not signing this agreement, but are signing either Joint Agreements or HOME Program-only agreements. These latter four representatives shall have no vote on matters specific to the jurisdictions that are parties to this Agreement.
 - 4. The chairperson and vice-chairperson of the JRC shall be chosen from among the members of the JRC by a majority vote of the members for a term of one year beginning with the first meeting of the calendar year. Attendance of five members of the entire body of eleven members of the JRC for the CDBG/HOME Consortium shall constitute a quorum for voting matters in which all members of the JRC are eligible to vote. **For voting items of the Regular CDBG Consortium, in which only seven members may vote (those identified in sub-sections 1 and 2 of this section), four members shall constitute a quorum, made up of two King County representatives and two city representatives.**

B. Appointments—The King County Executive shall appoint the three county representatives. The participating cities shall provide for the appointment of their shared representatives in a manner to be determined by those cities through the Sound Cities Association or other agreed-upon mechanism for the execution of shared appointing authority. The Sound Cities Association or other agreed mechanism will select four jurisdictions of varying size from among those signing this Agreement, two from the north/east sub-region and two from the south sub-region. The cities representatives shall be elected officials, chief administrative officers, or persons who report directly to the chief administrative officer and who have broad policy responsibilities; e.g., planning directors, department directors, etc. Members of the JRC shall serve for two years, or at the pleasure of their respective appointing authorities.

C. Powers and Duties—The JRC shall be empowered to:

1. Review and recommend to the King County Executive all policy matters concerning the Consortium CDBG, ESG and HOME Program, including but not limited to the Consolidated Plan and related plans and policies.
2. Review and recommend to the King County Executive the projects and programs to be undertaken with CDBG funds, ESG funds and HOME Program funds, including the Administrative Set-aside.
3. **Monitor and ensure that all geographic areas and actively participating jurisdictions benefit from CDBG, ESG and HOME Program funded activities over time, so far as is feasible considering eligible applications submitted within the goals, objectives and strategies of the Consolidated Plan: 1) there is equity in distribution of funds pursuant to proportion of the region's low to moderate-income population; and, 2) equity is achieved over time pursuant to Consortium Guidelines adopted by the JRC to the extent feasible.**

D. Advisory Committees to JRC—In fulfilling its duty to review and recommend projects and programs to be undertaken with the CDBG, ESG and HOME Program funds, the JRC shall consider the advice of sub-regional inter-jurisdictional advisory committees. Sub-regional advisory committees, made up of one representative from each participating jurisdiction in a sub-region that wishes to participate, shall be convened to assist in the review and recommendation of projects and programs to be undertaken in that sub-region. The JRC may also solicit recommendations from other inter-jurisdictional housing and community development committees.

VI. **RESPONSIBILITIES AND POWERS OF KING COUNTY**

A. Notwithstanding any other provision contained in this Agreement, the County as the applicant and grantee for CDBG, ESG and HOME Program funds has

responsibility for and assumes all obligations in the execution of the CDBG, ESG and HOME Programs, including final responsibility for selecting and executing activities, and submitting to HUD the Consolidated Plan, Annual Action Plans, and related plans and reports, including the Analysis of Impediments to Fair Housing Choice and the Fair Housing Action Plan. Nothing contained in this Agreement shall be construed as an abdication of those responsibilities and obligations.

- B. The Metropolitan King County Council shall have authority and responsibility for all policy matters, including the Consolidated Plan, upon review and recommendation by the JRC.
- C. The Metropolitan King County Council shall have authority and responsibility for all fund allocation matters, including approval of the annual CDBG, ESG and HOME Program Administrative Set-asides and appropriation of all CDBG, ESG and HOME Program funds.
- D. The King County Executive, as administrator of the CDBG, ESG and HOME Programs, shall have authority and responsibility for all administrative requirements for which the County is responsible to the federal government.
- E. The King County Executive shall have authority and responsibility for all fund control and disbursements.
- F. The King County Executive shall have the authority and responsibility to staff the JRC and provide liaison between HUD and the urban county Consortium. County Executive staff shall prepare and present to the JRC evaluation reports or recommendations concerning specific proposals or policies, and any other material deemed necessary by the JRC to help it fulfill its powers and duties in IV. C., above.
- G. King County Executive staff shall have the authority and responsibility to communicate and consult with participating jurisdictions on CDBG, ESG and HOME Program policy and program matters in a timely manner.
- H. King County Executive staff shall have the authority and responsibility to convene sub-regional advisory committees made up of representatives from participating jurisdictions in the sub-region, to advise the JRC on the allocation of the sub-regional funds.
- I. King County Executive staff shall provide periodic reports on clients served by jurisdictions in the Housing Stability and Housing Repair programs and on the status of CDBG, ESG and HOME Program funded projects and make them available to all participating jurisdictions and the JRC.
- J. King County Executive staff shall solicit proposals, administer contracts, and provide for technical assistance, both in the development of viable CDBG, ESG

and HOME Program proposals and in complying with CDBG, ESG and HOME Program contractual requirements.

- K. King County shall have environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act, under which King County may require the local incorporated jurisdiction or contractor to furnish data, information, and assistance for King County's review and assessment in determining whether an Environmental Impact Statement is required.

VII. RESPONSIBILITIES OF THE PARTICIPATING CITIES

- A. All participating cities shall cooperate in the development of the Consolidated Plan and related plans.
- B. All participating cities shall assign a staff person to be the primary contact for the County on CDBG, ESG and HOME Program issues. The assigned CDBG, ESG and HOME Program contact person is responsible for communicating relevant information to others at the participating city, including any representative the city may choose to send to the sub-regional advisory committee, if that representative is not the CDBG, ESG and HOME Program contact person.
- C. At its discretion, a participating city may assign a representative to attend meetings of the sub-regional advisory committee. This representative may or may not be the City's CDBG, ESG and HOME Program contact person. It may be the CDBG, ESG and HOME Program contact person, a different staff member, an elected official, or a citizen.
- D. If and when a participating city deems necessary or advisable, it may prepare applications for CDBG or HOME Program funds to address the needs of its residents, consistent with the Consolidated Plan.
- E. Each participating city shall obtain its council's authorization for any CDBG or HOME Program application submitted.
- F. All participating cities shall carry out CDBG or HOME Program funded projects in a manner that is timely and consistent with contractual requirements.
- G. All participating cities owning community facilities or other real property acquired or improved in whole or in part with CDBG or HOME Program funds shall comply with use restrictions as required by HUD and as required by any relevant policies adopted by the JRC.
 - 1. During the period of the use restriction, the participating cities shall notify King County prior to any modification or change in the use of real property acquired or improved in whole or in part with CDBG or HOME Program funds. This includes any modification or change in use from that

planned at the time of the acquisition or improvement, including disposition.

2. During the period of the use restriction, if the property acquired or improved with CDBG or HOME Program funds is sold or transferred for a use which does not qualify under the applicable regulations, the participating city shall reimburse King County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG or HOME Program funds).

VIII. RESPONSIBILITIES OF ALL PARTICIPATING JURISDICTIONS

- A. All participating jurisdictions shall be considered to be those jurisdictions that have signed this Agreement.
- B. All participating jurisdiction shall fulfill to the County's reasonable satisfaction all relevant requirements of federal laws and regulations that apply to King County as applicant, including assurances and certifications described in Section VIII below.
- C. Each participating jurisdiction or cooperating unit of general local government certifies that it has adopted and is enforcing:
 1. A policy that prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy that enforces applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdiction.
- D. Pursuant to 24 CFR 570.501(b), all participating units of local governments are subject to the same requirements applicable to sub-recipients when they receive CDBG funds to implement an activity. The applicable requirements include, but are not limited to, a written agreement with the County that complies with 24 CFR 570.503 and includes provisions pertaining to: statement of work; records and reports; program income; uniform administrative items; other program requirements; conditions for religious organizations; suspension and termination; and reversion of assets.
- E. All participating units of local government understand that they may not apply for grants under the federal Small Cities or State CDBG Programs that receive separate entitlements from HUD during the period of participation in this Agreement.
- F. All units of local government participating in the CDBG urban county consortium through this interlocal cooperation agreement understand that they are also part of the urban county for the HOME Program and that they may not participate in a

HOME Program consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation; and also understand that they are part of the urban county for the ESG Program and may only receive a formula allocation for ESG through the urban county consortium.

- G. All participating units of local government hereby agree to affirmatively further fair housing and to ensure that no CDBG or HOME Program funds shall be expended for activities that do not affirmatively further fair housing within its jurisdiction or that impede the County's actions to comply with its fair housing certification. For purposes of this section, "affirmatively furthering fair housing" includes participation in the process of developing an Analysis of Impediments to Fair Housing Choice and a Fair Housing Action Plan. While King County has the primary responsibility for the development of these reports to HUD pursuant to Section VI.A. of this Agreement, upon request, the City shall provide assistance to the County in preparing such reports.
- H. Participating jurisdictions undertaking activities and/or projects with CDBG funds distributed under this Agreement shall retain full civil and criminal liability as though these funds were locally generated.
- I. Participating jurisdictions retain responsibility in fulfilling the requirements of the State Environmental Policy Act under which King County has review responsibility only.

IX. GENERAL TERMS

- A. This Agreement shall extend through the **2015, 2016 and 2017** program years, and shall remain in effect until the CDBG funds, ESG funds, Home Program funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed. This Agreement shall be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice that it wishes to amend this Agreement or elects not to participate in the new qualification period by the date set forth by the United States Department of Housing and Urban Development in subsequent Urban County Qualification Notices. King County, as the official applicant, shall have the authority and responsibility to ensure that any property acquired or assisted with CDBG funds or HOME Program funds is disposed of or used in accordance with federal regulations.
- B. Pursuant to 24 CFR Part 570.307(d)(2), during the period of qualification no included unit of general local government may terminate or withdraw from the cooperation agreement while it remains in effect.

- C. It is understood that by signing this Agreement, the City shall agree to comply with the policies, **goals, objectives and strategies of the King County Consortium Consolidated Housing and Community Development Plan.**
- D. Parties to this Agreement must take all required actions necessary to assure compliance with King County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, (Title III of the Civil Rights Act), the Fair Housing Act as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, the Americans with Disabilities Act of 1990, and other applicable laws.
- E. This Agreement shall be executed in three counterparts, each of which shall be deemed an original, by the chief executive officers of the County and the City, pursuant to the authority granted them by their respective governing bodies. One of the signed Agreements shall be filed by the County with the Region X office of HUD, one shall be filed with the City and one shall be filed with the County. Prior to its taking effect, the fully executed Agreement shall be filed with the County Auditor, or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.
- F. It is recognized that amendment to the provisions of this Agreement may be appropriate, and such amendment shall take place when the parties to this Agreement have executed a written amendment to this Agreement. The City and the County also agree to adopt any amendments to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit such amendment to the United States Department of Housing and Urban Development. Failure to adopt such required amendment shall void the automatic renewal of the Agreement for the subsequent qualification period.

G. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Agreement.

KING COUNTY, WASHINGTON

CITY OF _____

for King County Executive

By: Signature

Adrienne Quinn

Printed Name

Printed Name

Director, Department of Community and
Human Services

Title

Title

Date

Date

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

Approved as to Form:
CITY OF _____
CITY ATTORNEY

City Attorney

ATTEST:
CITY OF _____

City Clerk

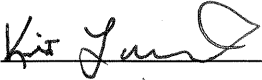
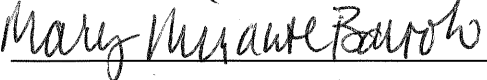

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Parks & Recreation

Agenda Bill #: 3604

TITLE: A Motion authorizing the City Manager to enter into an Interagency Agreement with King County for the design, construction, and operation of Segment B of the Lake to Sound Trail.

May 30, 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>06/24/14 RCM</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>06/10/14 CSS</u>	
Prepared By: <u>Kit Ledbetter, Parks & Recreation Director</u>	
Director: <u></u>	City Attorney: <u></u>
Finance: <u>N/A</u>	BARS #: <u>N/A</u>
City Manager: <u></u>	Applicable Fund Name: <u>N/A</u>

37

SUMMARY: This Motion authorizes the City Manager to enter into an agreement with King County for the design, construction, and operation of Segment B of the Lakes to Sound Trail.

DISCUSSION / ANALYSIS / ISSUES: King County and the cities of Burien and SeaTac are working cooperatively to construct what is known as Segment B of the Lake to Sound Trail, a segment of trail along Des Moines Memorial Drive that will extend from South Normandy Road in Burien to 156th Way in SeaTac. Segment B will be a critical segment of the larger Regional Lake to Sound Trail, extending from the southern end of Lake Washington to Puget Sound, and will provide recreational and health benefits to residents of the cities and the County. The portion of Segment B located within the City of SeaTac will be substantially within the street right of way for Des Moines Memorial Drive.

The proposed Interagency Agreement provides that the County will be responsible for the design and construction of the trail. The City has obtained an easement from WSDOT for the portion of the trail that will go under SR-509 at Des Moines Memorial Drive as required by the agreement. The City is also working in conjunction with the County and Seattle City Light through the City's electric franchise and a separate agreement to address relocation of utility poles within the project area.

The County has received \$1,464,072 in Federal Highway Administration grant funds for this project. In addition, the County will use levy monies for the design and construction of Segment B. After construction of the Segment B project is complete, the County will convey the improvements to the City for use by the general public as a Regional Trail, for the benefit of both City and County residents. Once the City receives the dedicated improvements from the County, the City will be responsible for operation and maintenance of the portions of the trail located in the City. The Parks and Recreation Department has the capacity to take on this responsibility through the use of existing resources.

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

FISCAL IMPACT: The construction of the trail will not require any direct financial contribution from the City. However, the City will be responsible for the ongoing operation and maintenance of the trail, which can be provided without the need of additional staff.

ATTACHMENTS: Proposed Interagency Agreement.

**INTERAGENCY AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF SEATAC
TO DESIGN, CONSTRUCT, OPERATE AND MAINTAIN
LAKE TO SOUND TRAIL, SEGMENT B, WITHIN CITY BOUNDARIES**

This Interagency Agreement is made and entered into by and between King County, a political subdivision of the State of Washington (“the County”) and the City of SeaTac, a municipal corporation in the State of Washington (“the City”), regarding design, construction, ownership, operation and maintenance of the portion of Segment B of the Lake to Sound Trail that is within the City. The County and the City are collectively referred to as “the Parties”.

RECITALS

- A. The County and the Cities of Burien and SeaTac are working cooperatively to construct what is known as Segment B of the Lake to Sound Trail, a segment of trail along Des Moines Memorial Drive that will extend from South Normandy Road in Burien to 156th Way in SeaTac.
- B. Segment B will be a critical segment of the larger Regional Lake to Sound Trail, extending from the southern end of Lake Washington to Puget Sound, and will provide recreational and health benefits to residents of the cities and the County.
- C. The portion of Segment B within the City of SeaTac (“the Project”) will be located substantially within the street right of way for Des Moines Memorial Drive, owned by the City. It will also include an off-site mitigation area in Des Moines Creek Park, owned by the City, as well as an area leased from the Washington State Department of Transportation (WSDOT), and several easement areas.
- D. Under RCW 36.89.050, the County is authorized to construct a park or recreational facility and transfer to a city the County’s ownership interest in, and the operation and maintenance obligations for, that facility provided such transfer is subject to the condition that the facility shall continue to be used for the same purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefor.
- E. The County has received \$1,464,072 in Federal Highway Administration grant funds and is also using County levy monies, pursuant to King County Ordinance 15760, for the design and construction of Segment B.
- F. After construction, the County wishes to convey Project Improvements, and the City is ready, willing and able to own, Operate and Maintain the Project for use by the general public as a Regional Trail, for the benefit of both City and County residents.

G. The Parties intend by this Agreement to establish their respective rights, roles and responsibilities related to the Project.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties mutually agree as follows:

AGREEMENT

1. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply.

1.1 Contract means the public works contract entered into between the County and its Contractor for construction of Segment B.

1.2 Contractor means the individual, partnership, firm, corporation, or other entity with whom the County has entered into the Contract for construction of Segment B.

1.3 Final Acceptance means the date on which the County issues to the Contractor a written notice accepting the work under the Contract as complete.

1.4 Improvements means all physical aspects of the Project including, but not limited to, the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage except for signs installed by the County under paragraph 7.1(c) of this Agreement, striping, electrical components, fencing, lighting, base materials, piles, boardwalks, bollards, markers, driveways, covers, frames, railing, retaining walls, rebar, wire fabric, and landscaping, including replacement elm trees and other vegetation planted on or off site for mitigation purposes.

1.5 Ninety Percent (90%) Design Drawings means the ninety percent design drawings and specifications for Segment B prepared on behalf of the County by Parametrix, Inc., dated April 2013.

1.6 Notice to Proceed means the written notice from the County to the Contractor authorizing and directing the Contractor to proceed with the construction of Segment B.

1.7 Operate and Maintain or Operation and Maintenance means any and all actions necessary to keep the trail and any related Improvements open and accessible to the public and in a safe and suitable condition for use as a Regional Trail, including but not limited to, regular inspections, repairs or replacement of Improvements, sweeping or cleaning of surfaces, removal and/or covering of graffiti, removal of litter, removal of encroachments, maintenance of vegetation, and pruning of trees and shrubs as needed to maintain sight distances; and any and all actions necessary to allow and control use of the

trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.

1.8 Permit(s) means any or all federal, state, and local government permits, licenses or other regulatory approvals needed for Segment B; and a proprietary construction permit from WSDOT to construct a portion of Segment B on property within WSDOT right of way at South 165th Street along State Route 509. The term “Permits” does not include a lease from WSDOT.

1.9 Project means the portion of Segment B within the boundaries of the City, including but not limited to the stream buffer and wetland buffer mitigation area within Des Moines Creek Park, the Landscape and Slope easements on Port of Seattle property, and the area leased by the City from WSDOT.

1.10 Property means the Right of Way Property and the real property depicted on plan sheets MP-1, MP-3 and MP-4 of the Ninety Percent (90%) Design Drawings needed for wetland buffer and stream buffer mitigation in Des Moines Creek Park.

1.11 Regional Trail means a regionally significant, shared-use trail accessible to the general public on which bicycling, walking, hiking, running, skating, horseback riding, and other nonmotorized uses are allowed, which provides recreational opportunities and enhances regional mobility.

1.12 Right of Way Property means the real property within the right of way for Des Moines Memorial Drive legally described in **Exhibit A**.

1.13 Segment B means the design, public involvement, environmental review, permitting, construction, ownership, Operation and Maintenance of a Regional Trail extending along the east side of Des Moines Memorial Drive from the intersection at South Normandy Road to the intersection at 156th Street; an area identified for wetland buffer and stream buffer mitigation in Des Moines Creek Park, owned by the City of SeaTac; and a wetland mitigation area near South 176th Street on property owned by the City of Burien. Segment B also includes acquisition of a permanent wall easement on two parcels south of South 168th Place; Landscape and Slope Easements on property owned by the Port of Seattle and located just north of State Route 509; temporary construction easements, and agreements to rebuild driveways. Segment B shall also include acquisition and maintenance by the City of a trail lease from WSDOT for property within WSDOT right of way at South 165th Street along State Route 509 in the City of SeaTac. The approximate boundaries of Segment B are shown in **Exhibit B**, and are more specifically identified in the Ninety Percent (90%) Design Drawings.

1.14 Substantial Completion means the stage in the progress of the work under the Contract where the County has full and unrestricted use and benefit of the facilities for the purpose intended, both from the operational and safety standpoint, all the initial plantings are completed, all the systems and parts of the Contract work are functional, utilities are connected and operate normally, and only minor incidental work,

replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains to complete all Contract requirements.

2. DESIGN & PERMITTING

2.1 Design. The County has provided the City with the Ninety Percent (90%) Design Drawings, which the City has reviewed and hereby accepts, and which are incorporated herein by reference. The County will be solely responsible for finalizing the design documents for Segment B, obtaining the necessary input and approval from WSDOT, and constructing the trail according to the WSDOT-approved design, including changes in scope as described in Paragraph 6.7.

2.2 The County shall provide the City with a copy of the plans and specifications to be advertised for bid, and an electronic file of the Contract documents.

2.3 Permitting and Environmental Review. The County shall be the lead agency for Segment B under the State Environmental Policy Act (SEPA) and shall apply, or require its Contractor to apply, for all Permits. To the extent the City's signature on applications or other involvement, as the owner of the real property on which the Project is being constructed, is required, the City agrees to cooperate with the County and/or its Contractor and take all necessary actions to obtain the Permits. The County shall be responsible for the monitoring, reporting, and any required corrective actions for wetland buffer and stream buffer mitigation associated with the Project for the length of time required by any Permit. For any other Permit requirement that imposes obligations on the owner of the real property or that contains conditions that will extend past the date of Final Acceptance, including but not limited to ongoing monitoring and maintenance obligations, the City shall be the named permittee and shall be responsible for those conditions.

2.4 City Permits. With respect to any Permits required for the Project from the City, the City agrees, as part of its funding contribution to the Project, to waive or pay any and all fees or other charges associated with the application, review, processing and appeal of the Permits.

3. ACCESS & ENCROACHMENTS

3.1 The City hereby grants to the County and its employees, agents, representatives, invitees, consultants, contractors and subcontractors performing work on behalf of the County with the following access rights to the City's real properties:

(a) The non-exclusive right and license to enter onto real properties of the City to analyze, assess, investigate, inspect, measure, survey, study and gather information for purposes of design, permitting and construction of the Project, including but not limited to completing borings and other subsurface investigations. This right and license shall begin upon the effective date of this Agreement, and continue until Final Acceptance.

(b) The exclusive right and license to enter onto, and take actions on, real properties of the City necessary for construction of the Project and completion of the Contract. This right and license shall begin upon the County's issuance of the Notice to Proceed and continue until Final Acceptance. This right and license shall not be exclusive of the City's right to enter the properties for the purposes of inspections or other actions necessary to implement this Agreement, or for any other purpose, provided that the City's entry onto the property shall not impair, impede or delay construction of the Project.

(c) The non-exclusive right and license to enter onto Des Moines Creek Park and take actions necessary to fulfill the County's post-construction wetland and stream buffer monitoring, reporting, and corrective action obligations under Paragraph 2.3. This right of entry shall begin upon Final Acceptance and continue in effect until the County's obligations under Paragraph 2.3 have been fully completed.

(d) The access rights set out in Paragraphs 3.1(a-c) are irrevocable during their respective terms, and are not subject to modification by the City through Permits or otherwise without the express written agreement of the County.

3.2 The County shall provide the City with a list of encroachments, improvements or other structures ("Encroachments") known by the County to be on City property that are within the boundaries of construction of the Project or will interfere with construction of the Project. The City shall take all actions necessary to remove all Encroachments prior to the date the County issues the Notice to Proceed, including any Encroachments not known by the County. Any Encroachments that the City does not intend to be disposed of (for example, Encroachments that will be salvaged or impounded) must be removed by the City. If the City wishes the County's Contractor during construction to remove certain Encroachments that are to be disposed of, on behalf of the City, the City shall provide the County with written notice specifically describing any such Encroachments no later than 30 days prior to the date the County advertises the Contract for bid.

3.3 The City hereby represents and warrants to the County that it holds fee simple title to the Property; that it has the legal authority to remove Encroachments; and that there are no easements, covenants, restrictions, encumbrances or defects on or to the title of the Property that will in any way affect or impair the County's or the City's ability to perform their respective obligations under this Agreement.

3.4 If the County's Contractor removes Encroachments in accordance with the City's direction under Paragraph 3.2, the City shall protect, defend, indemnify and save harmless the County, its officers, officials, employees, agents, Contractor and subcontractors, while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages arising from removal of said Encroachments.

4. UTILITY RELOCATION

4.1 Overhead Electrical. The City shall require Puget Sound Energy (PSE) and Seattle City Light (SCL) to remove, relocate and replace (hereafter collectively “relocate”) their respective overhead electric transmission and distribution systems within the area of the Project in accordance with the County’s final design plans and specifications described in Paragraph 2.1, except for that portion of SCL’s system that will be undergrounded. The City shall provide timely notice to PSE and SCL of these relocation requirements, timely review applications, issue permits, and take all other actions necessary to ensure that relocation is accomplished in a timely manner that does not delay the Project and is in accordance with the project construction schedule developed by the County. Except to the extent the County has agreed in separate authorized and fully executed agreement with PSE to pay a portion of PSE’s costs of pole relocation, the City shall be responsible for payment of, and/or for ensuring that SCL and PSE pay for, all costs of relocation under this Paragraph 4.1.

4.2 Underground Relocation of Utilities and Streetlight System. The City and County will comply with the agreement reached with SCL for undergrounding of a portion of SCL’s electric transmission and distribution system and for removing and relocating the street light system, attached as **Exhibit C**.

4.3 Other Utilities. For any other utilities, including but not limited to water, telecommunication lines, and gas, that need to be moved, the City shall provide timely notice to the utility provider of the relocation requirements, timely review applications and issue permits, and take all other actions necessary to ensure that relocation is accomplished in a timely manner that does not delay the Project and is in accordance with the project construction schedule developed by the County.

5. EASEMENTS AND LEASE

5.1 Landscape and Slope Easement(s). The County shall use its reasonable best efforts to obtain one or more permanent, non-exclusive easements from the Port of Seattle to plant and maintain elm trees on property owned by the Port of Seattle located just north of State Route 509 (Landscape Easement) and to accommodate an area where the trail edge slopes onto Port property (Slope Easement).

5.2 WSDOT Lease. The City shall use its reasonable best efforts to obtain, and shall maintain and comply with, a trail lease from WSDOT that allows the County and its Contractor and other agents to design and construct Segment B as a Regional Trail on WSDOT right of way for State Route 509 in accordance with this Agreement, and that allows the City to Operate and Maintain the Project in accordance with the obligations and requirements of this Agreement, and that is in all other respects consistent with the terms of this Agreement (WSDOT Lease).

6. CONSTRUCTION

6.1 The County shall be responsible for construction of the Project, including Contract procurement, and shall provide the necessary engineering, administrative, inspection, clerical and other services necessary for the construction of the Project.

6.2 The County shall advertise the Contract in the official legal publication for the County and if necessary other publications, consistent with applicable laws and regulations.

6.3 The County shall open the bids and shall notify the City of the time and date of the bid opening, which is typically two to three weeks after the bid is advertised. The City may attend the opening of the bids.

6.4 The County shall award the Contract to the lowest responsible bidder for Segment B, subject to applicable laws and regulations.

6.5 The County shall require that the City be included as an additional insured on all of the Contractor's insurance policies, and that the City is included as a party indemnified by the Contractor in the Contract's indemnification provisions and receives the same indemnification protection as the County.

6.6 The City may furnish an inspector, at the City's sole expense, to monitor compliance with the Contract plans and specifications during the construction of the Project. The City's inspector shall advise the County in writing of any deficiencies noted. Deficiencies shall be limited to items that the inspector believes are out of compliance with the Contract plans and specifications and City's inspector shall cite the plan sheet number or specification that she or he considers to be at issue in the deficiency. The City's inspector shall also provide a written description of the remedy the inspector believes is necessary for each deficiency cited. The County shall, in its sole discretion, decide if there are deficiencies as identified by the City's inspector and whether action is necessary to resolve them. The City's inspector shall not have any authority to direct the work of the Contractor and shall not communicate directly with or instruct the Contractor, or any subcontractor, directly on any matters.

6.7 The County will hold weekly construction meetings with its Contractor. The City, at its option, may have its inspector attend the meetings. The City may provide the County with its preferences concerning any significant proposed changes in the scope of the work to be performed under the Contract at the weekly meetings, but as between the Parties, any changes in scope are subject only to the County's approval.

6.8 The County shall update the City on its progress in constructing the Project in its weekly construction meetings.

6.9 After the Contractor notifies the County in writing that Segment B is substantially complete, the Parties shall perform a mutual inspection of the Project. The

City may provide a written deficiency list to the County within five (5) working days after this inspection. The list shall contain only construction deficiencies that the City believes are out of compliance with the Contract plans and specifications. The City shall cite the plan sheet number or specification that it considers to be at issue in the deficiency and provide a written description of the remedy the City believes is necessary for each deficiency cited.

6.10 The County shall, in its sole discretion, determine whether Substantial Completion has occurred under the Contract. After the County provides the Contractor with notice that Substantial Completion has occurred and the Contractor indicates to the County that all physical work required by the Contract is complete, the Parties shall perform a mutual final inspection of the Project. The City may provide a written deficiency list to the County within five (5) working days after the final inspection. The list shall contain only construction deficiencies that the City believes are out of compliance with the Contract plans and specifications. The City shall cite the plan sheet or specification that it considers to be at issue in the deficiency and provide a written description of the remedy the City believes is necessary for each deficiency cited. Final Acceptance of the Project shall be by the County, in its sole discretion.

6.11 The County represents to the City that it will require its Contractor in performing work under the Contract to comply with all applicable rules, regulations, statutes and ordinances.

6.12 The County will administer and enforce all warranties in the Contract up until assignment of the warranties to the City pursuant to Paragraph 7.2(e).

7. PROJECT CLOSEOUT, OWNERSHIP, & LONG-TERM OBLIGATIONS

7.1 Within thirty (30) days of the date of Final Acceptance, the Parties shall perform the following obligations.

(a) The Parties shall execute and the City shall record the Restrictive Covenant in substantially the form set forth in **Exhibit D**, which covenant shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce the Restrictive Covenant both as a matter of contract and as a real property interest. The Parties further agree that Segment B is a critical segment of the larger Regional Lake to Sound Trail, that there are no equivalent facilities within the County that would serve the same purpose, and that recording of the Restrictive Covenant is essential to fulfilling the obligations of RCW 36.89.050.

(b) The Parties shall jointly undertake all actions necessary to transfer to the City all Permits for the Project that have not expired or terminated, and for which the City is not already the named permittee.

(c) The Parties shall execute and record a permanent non-exclusive easement in favor of the County to construct, inspect, reconstruct, maintain and repair no less than five (5) and no more than twenty (20) signs on Right of Way Property providing information to the public concerning the Lake to Sound Trail (“Permanent Sign Easement”) in substantially the form set forth in **Exhibit E**. The number of signs and precise location of the Permanent Sign Easement shall be agreed to by the Parties. The City shall not impose on the County any fee or other charge for the Easement.

7.2 Within sixty (60) days of completion of the obligations in Paragraph 7.1, the County shall perform the following obligations:

(a) Assign and quitclaim to the City, in substantially the form set forth in **Exhibit F** all of the County’s right, title and interest in the Landscape and Slope Easement(s), including transfer of the County’s right, title and interest in the Project Improvements constructed on or within the easement areas.

(b) Deliver to the City project record drawings for Segment B;

(c) Collect and provide to the City a copy of the warranties and other information and materials in the County’s possession that relate to the use, operation and maintenance of the Project Improvements ;

(d) Collect and provide to the City unconditional lien releases from the Contractor and all of its consultants, subcontractors and vendors;

(e) Execute an assignment of the Contract warranties and an assignment of the warranties in the *Agreement for Professional Services for Lake to Sound Trail Design*, Contract No. E00178E10, between King County and Parametrix in favor of the City, with respect to the Project, except as provided in Paragraph 10.2;

(f) Assign to the City the County’s right to assert any claim it may have against the Contractor or against Parametrix under Contract No. E00178E10 arising out of or related to Project work, except as provided in Paragraph 10.2; and

(g) Execute and record a quit claim bill of sale conveying to the City all of the County’s right, title and interest to the Project Improvements located on or within Right of Way Property and on or within the area leased by the City from WSDOT under Paragraph 5.2 as is, where is (“Bill of Sale”) in substantially the form set forth in **Exhibit G**.

7.3 The Project shall not be accessible and open to the public until the obligations in Paragraphs 7.1 and 7.2 have been fulfilled.

7.4 Upon delivery of the Bill of Sale, the City shall, at its sole expense, Operate and Maintain the trail and any related Improvements.

7.5 The City, as required by RCW 36.89.050, agrees that the Right of Way Property shall continue to be used in perpetuity for a Regional Trail and shall not be converted to a different use.

7.6 The City agrees that allowing the Right of Way Property to be used for a Regional Trail shall include any and all actions by the City necessary to allow and control use of the trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.

7.7 The City agrees that the Right of Way Property, or any portion thereof, shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for a Regional Trail.

7.8 The City agrees that it will not limit or restrict access to and use of the Right of Way Property by non-city residents in any way that does not also apply to city residents.

7.9 The City agrees that any and all user fees charged for use of the Right of Way Property for Regional Trail purposes, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City.

7.10 The City agrees that it shall place the covenants in Paragraphs 7.5 through 7.9 in any deed transferring any portion of the Right of Way Property.

8. PROJECT FUNDING

8.1 The County shall provide funding for design and construction of the Project.

8.2 The City shall provide funding for all of the City's obligations or activities under or related to this Agreement, including but not limited to Permit review, construction inspection, other administration or implementation expenses, and long-term Operation and Maintenance of the Project.

9. CONDITIONS PRECEDENT TO PROJECT DEVELOPMENT

9.1 The County's obligations related to finalizing design, permitting and construction of the Project under Sections 2 through 6 of this Agreement, and providing funding for same, are expressly subject to and contingent upon all of the following conditions precedent being satisfied to the County's satisfaction in its sole discretion (the "Project Conditions"):

(a) An Interagency Agreement being approved by the legislative authority of the City of Burien and executed by Burien and the County for the design,

construction, Operation and Maintenance of the portion of Segment B that is within the City of Burien.

(b) The County obtaining an executed and recorded wall easement on terms acceptable to the County.

(c) The County obtaining one or more executed and recorded Landscape and Slope Easements on terms acceptable to the County.

(d) The County obtaining all executed and recorded temporary construction easements and all agreements to rebuild driveways necessary for construction of Segment B on terms acceptable to the County.

(e) The County and/or its Contractor obtaining all Permits necessary for Segment B.

(f) The City obtaining, by no later than October 1, 2013, a fully executed WSDOT Lease, in accordance with Paragraph 5.2.

(g) The agreement concerning undergrounding of utilities, as referenced in Paragraph 4.2, being authorized and fully executed by the City, SCL and the County.

(h) Agreement with Puget Sound Energy concerning payment of pole relocation costs.

9.2 If the County, in its sole discretion, determines that the Project Conditions have not been satisfied, the County shall notify the City in writing, and neither party shall have any further rights or obligations under this Agreement and this Agreement shall terminate.

10. LIABILITY

10.1 Each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages of whatsoever kind (“Claims”) arising out of, or in connection with, or incident to the breach of any warranty under this Agreement or the exercise of any right or obligation under this Agreement by the indemnifying Party, including any negligent acts or omissions, except to the extent such Claims arise out of or result from the other Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this paragraph extend to any Claim brought by or on behalf of the other Party or any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to

constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of Claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Nothing in this Paragraph 10.1 modifies or limits in any way the City's obligations in Paragraph 3.4.

10.2 The County's obligations in Paragraph 10.1 terminate upon the date the County fulfills all its obligations in Paragraph 7.2 ("Closeout Date"), with the exception of Claims filed with the clerk of the County Council under King County Code (K.C.C.) 2.21.070 or served on the clerk of the County Council under K.C.C. 2.04.010 prior to the Closeout Date or contract claims reserved under the terms of the applicable construction or design contract by the Contractor or by the County's design contractor, Parametrix, at the time of Final Acceptance of the applicable contract ("Reserved Claims"). If the County determines that Reserved Claims will exist at the Closeout Date, the County may, in its sole discretion, choose not to assign its contract warranties and/or its claims against the County's contractors under Paragraphs 7.2(e) and 7.2(f).

10.3 As of the Closeout Date, except for Reserved Claims, the City shall release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, of whatsoever kind ("Claims") arising out of, or in connection with, or incident to either Party's breach of any warranty under this Agreement or exercise of any right or obligation under this Agreement, and any and all Claims relating to or arising out of, in whole or in part and directly or indirectly, the Project. The City agrees that its obligations under this provision extend to any Claims brought by or on behalf of the County or any of its employees, or agents. The City expressly agrees that its duty to release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees under this paragraph includes negligent acts or omissions which are concurrent, contributory, or both by the County. However, to the extent this Agreement is construed to be subject to RCW 4.24.115, the City's duties under this paragraph will extend only to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11. INSURANCE

11.1 Each Party shall maintain for the duration of each Party's liability exposures under this Agreement insurance, as described in paragraphs 11.2 and 11.3, against claims for injuries to persons or damage to property which may arise from or in

connection with performance of the work hereunder by each Party, their agents, representatives, employees, contractors or subcontractors.

11.2 King County, a charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program as defined in King County Code chapter 4.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property. The City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures and that the County's self-insurance program meets the requirements of paragraph 11.1. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide the City with at least 30 days prior written notice of any material change in the County's self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. The City further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to add the City as an additional insured.

11.3 The City of SeaTac shall procure and maintain:

(a) **General Liability.** Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering **COMMERCIAL GENERAL LIABILITY**, \$3,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$3,000,000 aggregate limit.

(b) The County, its officers, officials, employees, agents and consultants are to be covered as additional insureds for a period of three (3) years after the Closeout Date.

12. EFFECTIVE DATE/DURATION

12.1 This Agreement shall be effective upon signature by both Parties.

12.2 Unless expressly stated otherwise in this Agreement, the terms, covenants, representations and warranties contained herein shall continue in force unless both Parties mutually consent in writing to termination of this Agreement.

13. AUDITS AND INSPECTIONS

13.1 Until six (6) years after the effective date of this Agreement, unless the Agreement is terminated under Paragraph 9.2, any of either Party's records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either Party at the requesting Party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

14. NOTICE

14.1 Any notice provided for herein shall be sent to the respective Parties at:

King County:

City:

<p>King County:</p> <p>Director's Office King County Department of Natural Resources and Parks Rm 700, King Street Center 201 S. Jackson Street Seattle, WA 98104</p> <p>With a copy to:</p> <p>King County Prosecuting Attorney's Office Attn: Chief Civil Deputy 516 Third Avenue W400 Seattle, WA 98104</p>	<p>City of SeaTac:</p> <p>Kit Ledbetter SeaTac Parks and Recreation Director 4800 South 188th Street SeaTac, WA 98188</p> <p>With a copy to:</p> <p>SeaTac Legal Department 4800 South 188th Street SeaTac, WA 98188</p>
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15. MISCELLANEOUS PROVISIONS

15.1 Waiver. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the Parties hereto.

15.2 Force Majeure. If either Party cannot perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a Party's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or materials, government regulations or restrictions, lawsuits filed challenging one or more Permits or other agreements necessary for implementation of the Project, and weather conditions.

15.3 Joint Drafting Effort. This Contract shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

15.4 Third Party Beneficiaries. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the City and the County, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the County and not for the benefit of any other Party

15.5 Exhibits. All Exhibits referenced in this Agreement are incorporated by reference as if fully set forth.

15.6 Entire Agreement. This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

15.7 Amendment. This Agreement may be amended only by an instrument in writing, duly executed by both Parties.

15.8 Relationship of the Parties. The Parties execute and implement this Agreement as separate entities. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

15.9 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

15.10 Survivability. The provisions of Paragraph 3.4 and Section 10 shall survive termination of this Agreement.

15.11 Authority. Each Party executing this Agreement represents that the Party has the authority to execute the Agreement and to comply with all terms of this Agreement.

Exhibits

Exhibit A: Legal Description of Right of Way Property

Exhibit B: Figure of Segment B

Exhibit C: Memorandum of Agreement between the City of Seattle, City of SeaTac and King County Department of Natural Resources Regarding the Des Moines Memorial Drive Electric Utility Undergrounding Conversion Project

Exhibit D: Trail Restrictive Covenant

Exhibit E: Permanent Sign Easement

Exhibit F: Quit Claim and Assignment of Easement

Exhibit G: Quit Claim Bill of Sale

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date last written below.

KING COUNTY

CITY OF SEATAC

for

Dow Constantine
King County Executive

Todd Cutts
City Manager

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City of SeaTac
Legal Department

Date

Date

Exhibit A
Legal Description

311 4

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29, THENCE SOUTH 01°36'10" WEST, ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 11.39 FEET TO A POINT AT THE BACK OF CURB OR EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 01°36'10" WEST, A DISTANCE OF 18.61 FEET MORE OR LESS TO THE SOUTH LINE OF SOUTH 160TH STREET;

THENCE ALONG SAID SOUTH LINE, NORTH 88°38'57" WEST, A DISTANCE OF 51.99 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;

THENCE ALONG SAID EAST LINE, SOUTH 32°01'08" WEST, A DISTANCE OF 157.75 FEET;

THENCE SOUTH 57°58'52" EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 32°01'08" WEST, A DISTANCE OF 136.20 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 905.33 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°58'19", A DISTANCE OF 204.97 FEET;

THENCE NORTH 70°57'11" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 915.33 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 70°57'11" EAST;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°44'03", A DISTANCE OF 107.58 FEET;

THENCE SOUTH 16°31'32" WEST A DISTANCE OF 136.13 FEET;

THENCE SOUTH 12°18'46" WEST, A DISTANCE OF 1644.36 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF SR 509;

THENCE LEAVING SAID EAST LINE, ALONG SAID SOUTH LINE, NORTH 18°27'47" WEST, A DISTANCE OF 5.37 FEET;

THENCE NORTH 09°43'40" WEST, A DISTANCE OF 41.71 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID SOUTH LINE AND THE BACK OF CURB;

THENCE ALONG SAID BACK OF CURB, NORTH 12°21'47" EAST, A DISTANCE OF 25.91 FEET;

THENCE NORTH 14°27'46" EAST, A DISTANCE OF 25.06 FEET MORE OR LESS TO THE BEGINNING OF A CONCRETE BARRIER;

THENCE SOUTH 77°41'14" EAST, A DISTANCE OF 1.50 FEET, MORE OR LESS TO THE BACK OF SAID CONCRETE BARRIER;

THENCE ALONG THE BACK OF SAID BACK OF BARRIER, NORTH 12°18'46" EAST, A DISTANCE OF 337.14 FEET, MORE OR LESS, TO THE END OF SAID BARRIER;

THENCE NORTH 77°41'14" WEST, A DISTANCE OF 1.50 FEET, MORE OR LESS, TO THE BACK OF CURB;

THENCE ALONG SAID BACK OF CURB, NORTH 12°20'34" EAST, A DISTANCE OF 571.99 FEET;

THENCE NORTH 12°16'33" EAST, A DISTANCE OF 254.03 FEET;
THENCE NORTH 12°30'05" EAST, A DISTANCE OF 397.65 FEET;
THENCE NORTH 13°24'34" EAST, A DISTANCE OF 84.73 FEET TO THE BEGINNING OF
A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 998.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°40'32", A
DISTANCE OF 238.32 FEET;
THENCE NORTH 27°05'06" EAST, A DISTANCE OF 57.68 FEET TO THE BEGINNING OF
A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 998.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°02'59", A
DISTANCE OF 88.00 FEET;
THENCE NORTH 32°08'05" EAST, A DISTANCE OF 231.14 FEET TO THE BEGINNING
OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 89.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°52'32", A
DISTANCE OF 91.97 FEET;
THENCE SOUTH 88°59'23" EAST, A DISTANCE OF 10.88 FEET TO THE TRUE POINT OF
BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP
23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF
SAID SECTION 20;
THENCE NORTH 01°03'50" EAST ALONG THE EAST LINE OF SAID SOUTHWEST
QUARTER, A DISTANCE OF 43.73 FEET TO A POINT AT THE BACK OF CURB OR
EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°03'50" EAST, A DISTANCE OF 43.56 FEET A POINT
ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING
THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, SAID
CURVE HAVING A RADIUS OF 779.72 FEET, FROM WHICH A RADIAL LINE BEARS
NORTH 69°22'31" WEST;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°33'39", A
DISTANCE OF 266.20 FEET;
THENCE NORTH 01°03'50" EAST, A DISTANCE OF 21.40 FEET;
THENCE NORTH 88°56'10" WEST, A DISTANCE OF 5.00 FEET;
THENCE NORTH 01°03'50" EAST, A DISTANCE OF 254.44 FEET;
THENCE NORTH 02°45'01" WEST, A DISTANCE OF 105.23 FEET;
THENCE NORTH 01°03'50" EAST, A DISTANCE OF 32.42 FEET TO THE BEGINNING OF
A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION BETWEEN SAID EAST
LINE OF DES MOINES MEMORIAL DRIVE AND THE SOUTH LINE OF SOUTH 157TH
PLACE;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°21'51", A
DISTANCE OF 31.57 FEET;
THENCE NORTH 73°25'41" EAST, ALONG THE SOUTH LINE OF SOUTH 157TH PLACE,
A DISTANCE OF 16.40 FEET;

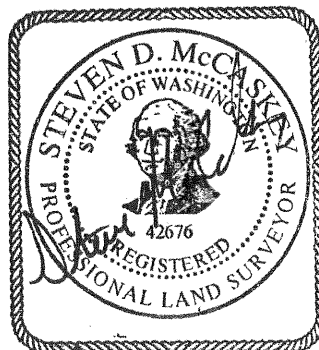
THENCE LEAVING SAID SOUTH LINE, NORTH 00°51'12" WEST, A DISTANCE OF 8.76 FEET MORE OR LESS TO A POINT "A", SAID POINT BEING AT THE BACK OF CURB OR EXTENSION THEREOF;
THENCE ALONG SAID BACK OF CURB, SOUTH 72°58' 27" WEST A DISTANCE OF 4.44 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH, SAID CURVE HAVE A RADIUS OF 15.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°50'58", A DISTANCE OF 11.59 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 9.50 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°08'01", A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°16'52", A DISTANCE OF 26.06 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 44.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°24'21", A DISTANCE OF 32.16 FEET;
THENCE SOUTH 01°00'12" WEST, A DISTANCE OF 110.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 2999.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°39'57", A DISTANCE OF 87.21 FEET;
THENCE SOUTH 00°39'44" EAST, A DISTANCE OF 233.49 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 586.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°57'28", A DISTANCE OF 122.40 FEET;
THENCE SOUTH 11°17'44" WEST, A DISTANCE OF 25.19 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 490.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°43'23", A DISTANCE OF 66.12 FEET;
THENCE SOUTH 19°01'07" WEST, A DISTANCE OF 13.61 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 59.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°48'43", A DISTANCE OF 64.19 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

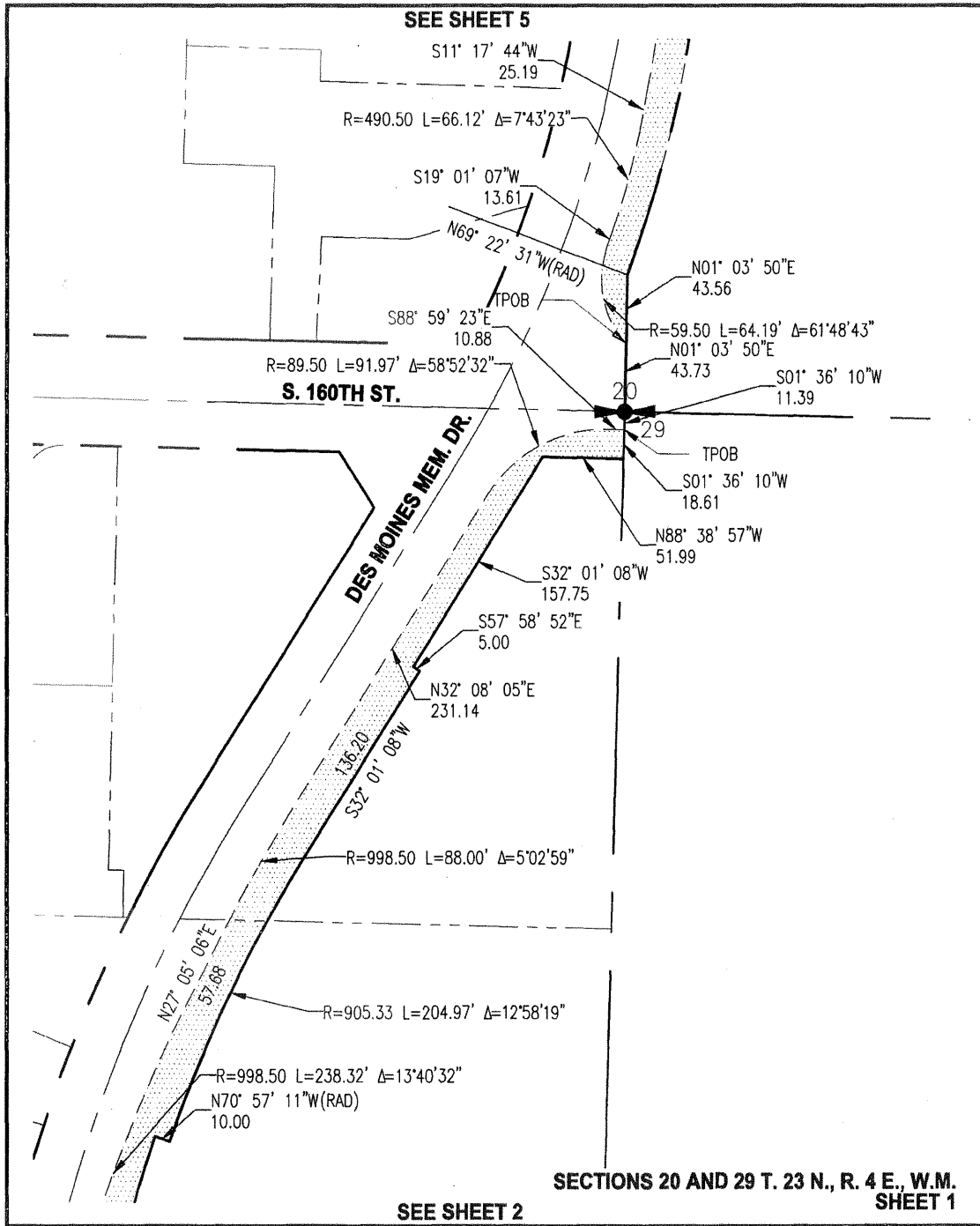
COMMENCING AT SAID POINT "A", THENCE NORTH 00°51'12" WEST, A DISTANCE OF 33.79 FEET, MORE OR LESS, TO A POINT AT THE BACK OF CURB OR EXTENTION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID BACK OF CURB, SOUTH 80°29'00 WEST, A DISTANCE OF 13.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 32.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 100°32'53", A DISTANCE OF 57.03 FEET;

THENCE NORTH 01°01'53" EAST, A DISTANCE OF 400.98 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 37.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°05'38", A DISTANCE OF 63.55 FEET;
THENCE SOUTH 81°52'29" EAST, A DISTANCE OF 8.17 FEET;
THENCE LEAVING SAID BACK OF CURB, SOUTH 08°07'31" WEST, A DISTANCE OF 26.29 FEET, MORE OR LESS, TO THE SOUTH LINE OF SOUTH 156TH STREET;
THENCE NORTH 88°34'19" WEST, A DISTANCE OF 29.49 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, SOUTH 00°53'48" EAST, A DISTANCE OF 204.62 FEET;
THENCE SOUTH 88°56'20" EAST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 01°03'50" WEST, A DISTANCE OF 95.00 FEET;
THENCE NORTH 88°49'00" WEST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 01°03'50" WEST, A DISTANCE OF 106.35 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION FROM SAID EAST LINE OF DES MOINES MEMORIAL DRIVE AND THE NORTH LINE OF SOUTH 157TH PLACE;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°16'51", A DISTANCE OF 41.57 FEET;
THENCE LEAVING SAID NORTH LINE, SOUTH 00°51'12" EAST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

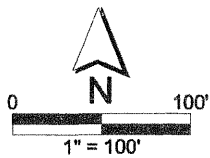
SAID PORTIONS CONTAINING 72,643 SQUARE FEET MORE OR LESS



4-21-2014

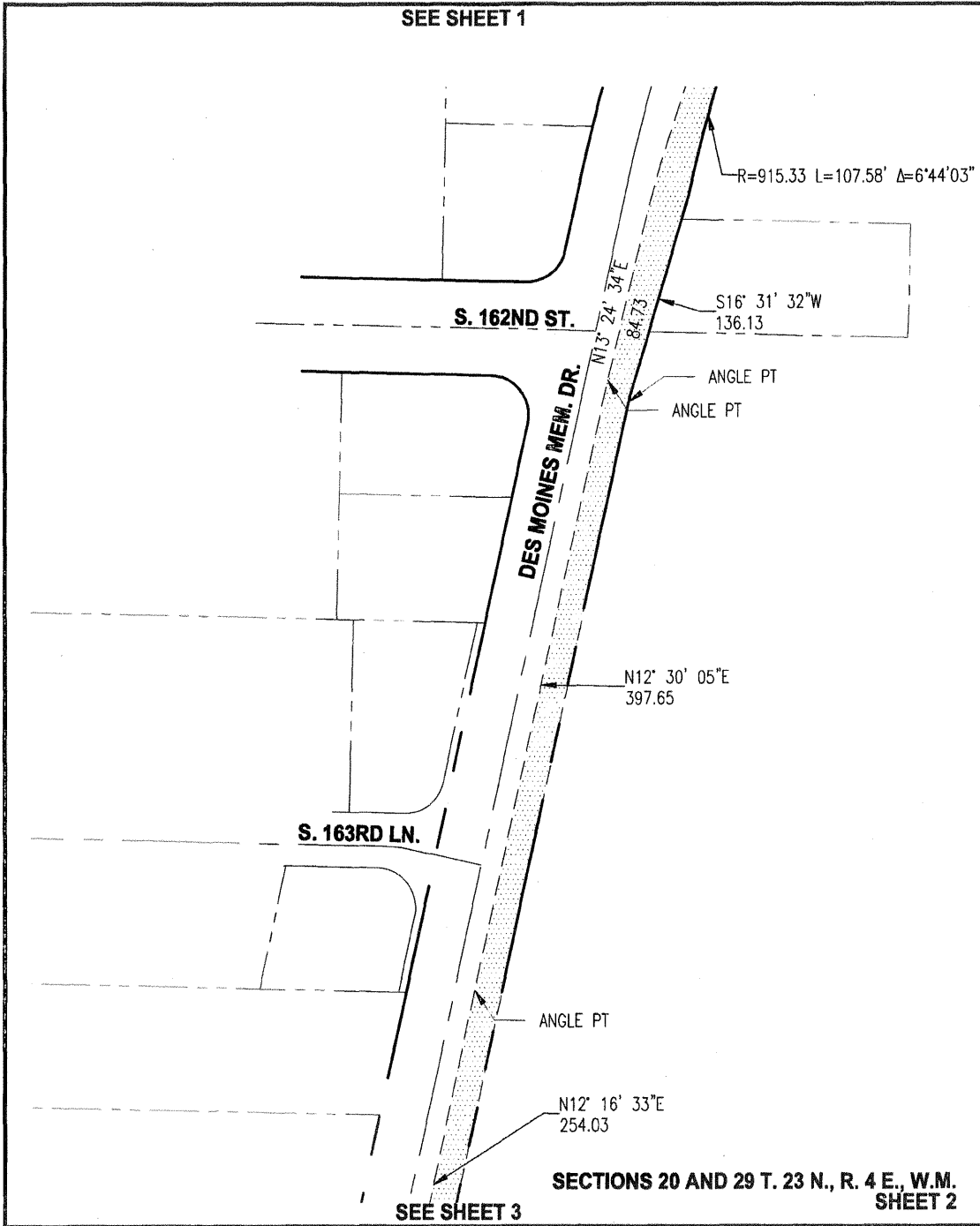


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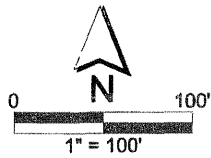
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**

SEE SHEET 1

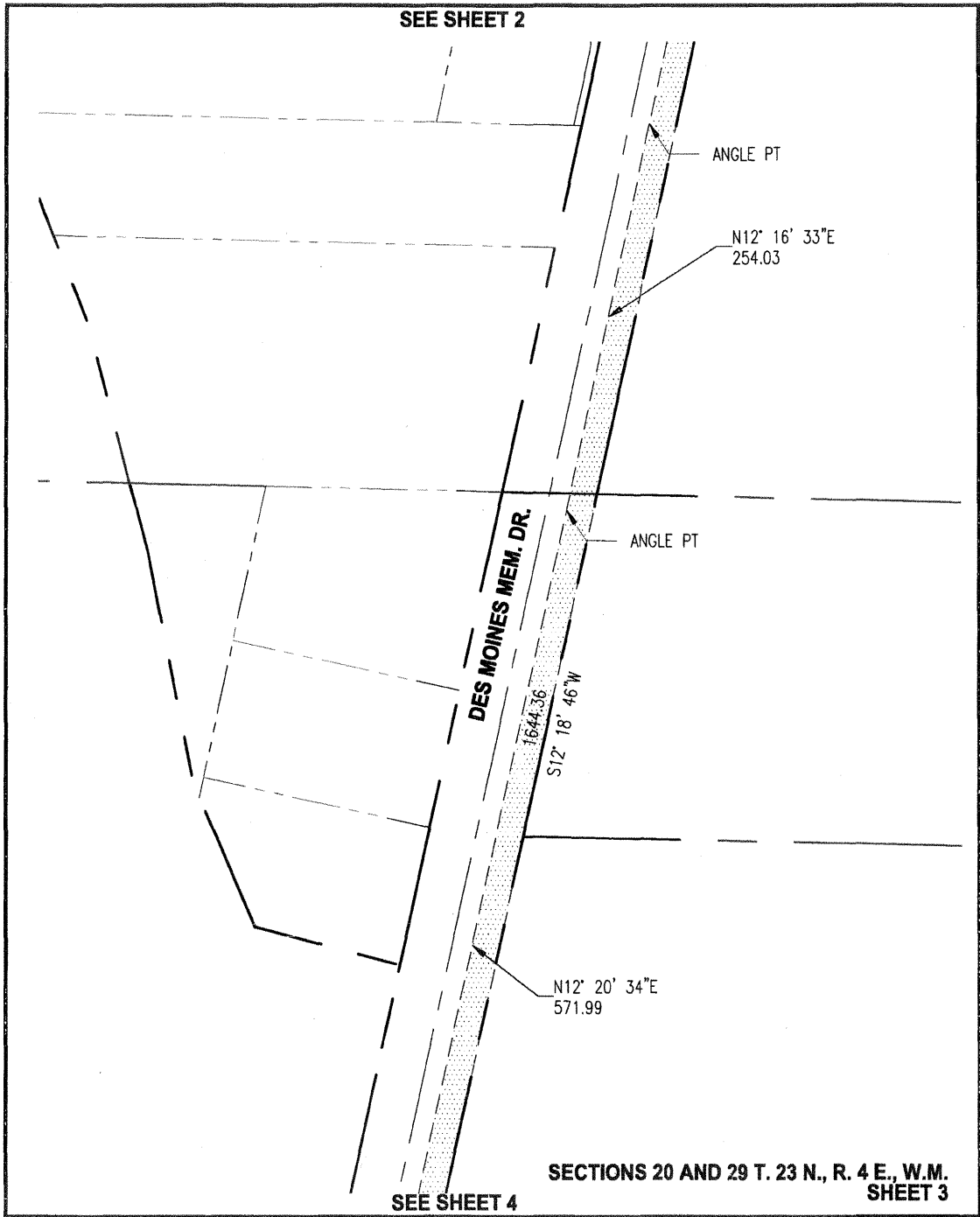


SEE SHEET 3

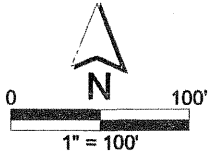
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**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**

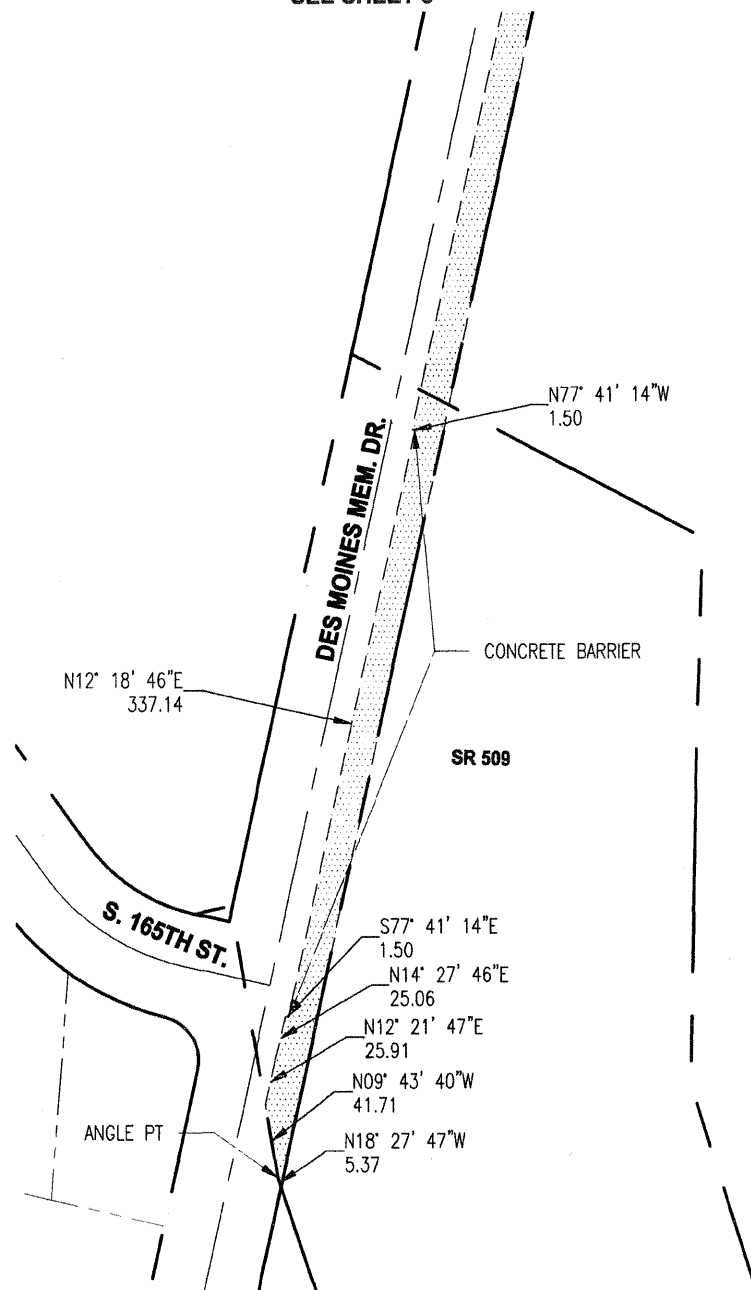


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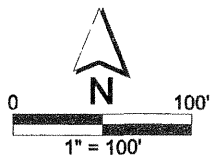
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EXHIBIT**

SEE SHEET 3

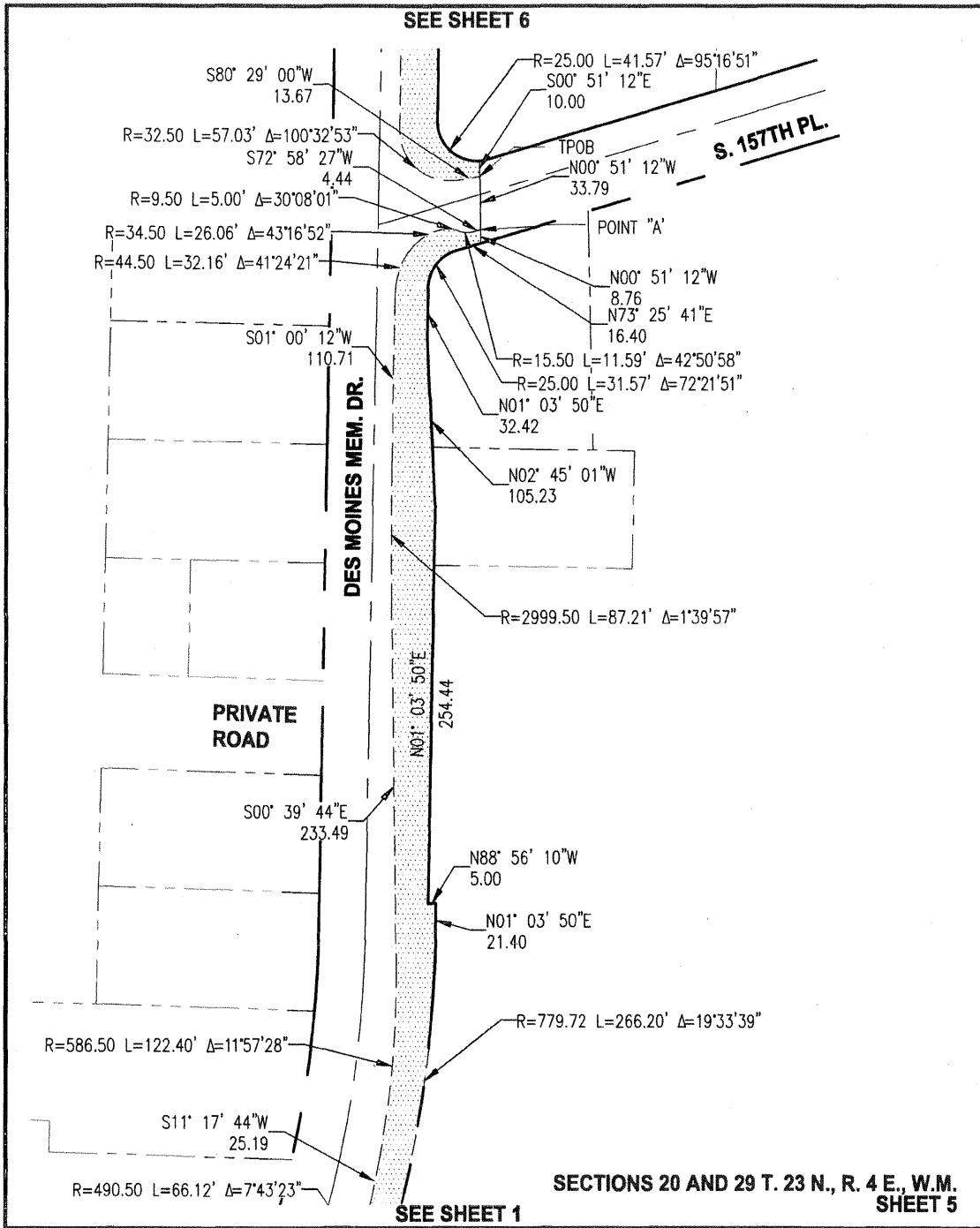


SECTIONS 20 AND 29 T. 23 N., R. 4 E., W.M.
SHEET 4

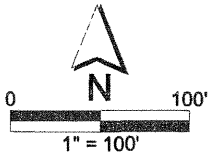
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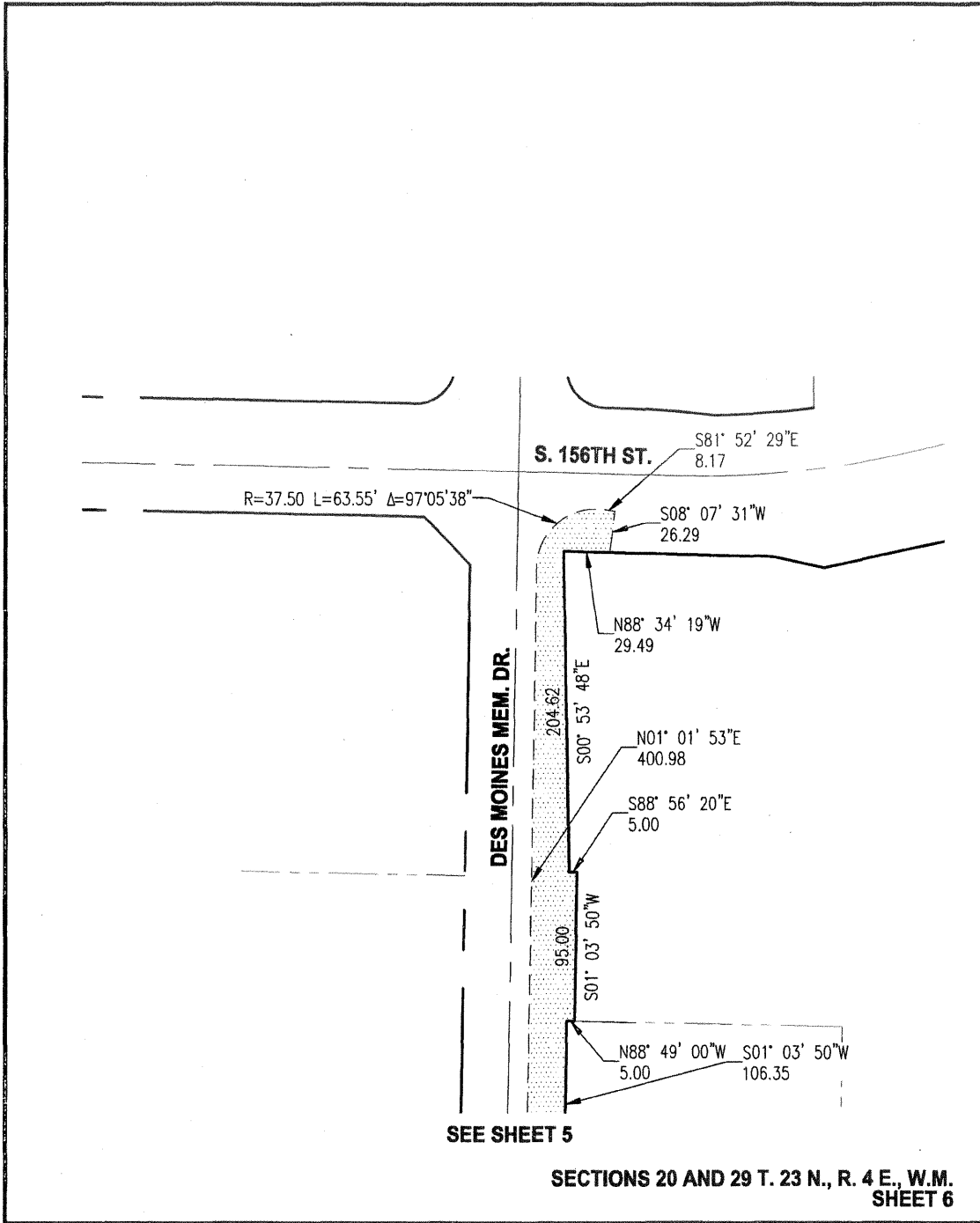
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LEGAL DESCRIPTION
EXHIBIT**



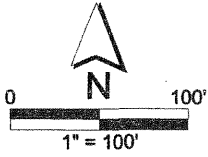
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**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**

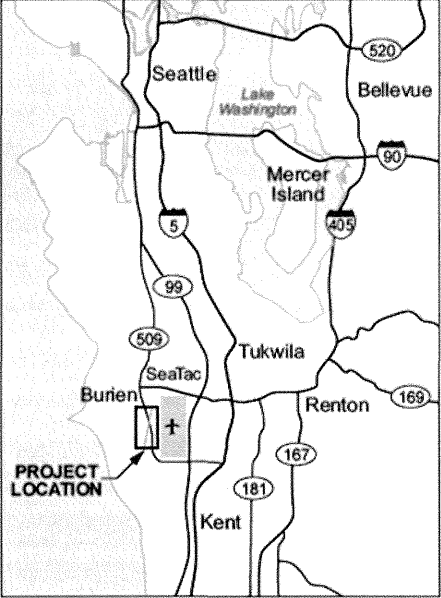
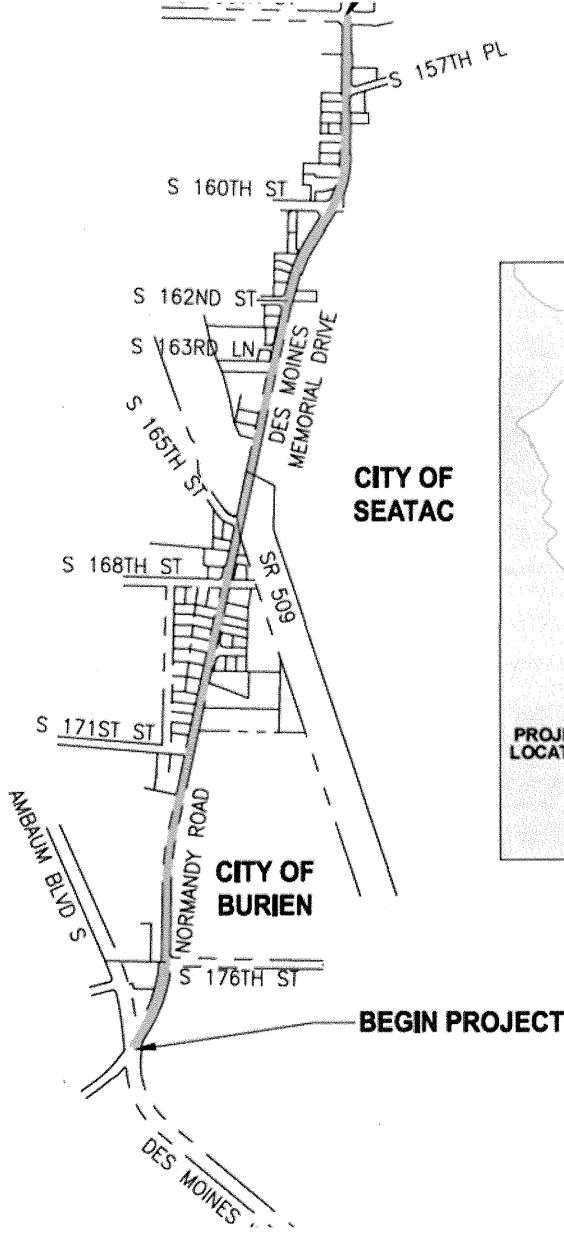


Parametrix DATE: April 21, 2014 FILE: BL5541521084SV-SEATACLEGAL



**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**

Exhibit B



MEMORANDUM OF AGREEMENT

**City of Seattle
City of SeaTac
King County Department of Natural Resources and Parks
Agreement Regarding the Des Moines Memorial Drive
Electric Utility Undergrounding Conversion Project**

This Memorandum of Agreement (the "Agreement") by and between the City of Seattle by and through its Seattle City Light Department ("City Light"), a municipal corporation located at 700 Fifth Avenue, Suite 3200, PO Box 34023, Seattle, WA 98124, the City of SeaTac ("SeaTac"), and King County Department of Natural Resources and Parks ("KCDNRP") (hereafter collectively "the Parties") sets forth terms for the design and construction of an underground electrical distribution system on the Des Moines Memorial Drive corridor between South 156th Way and South 157th Street, SeaTac, WA.

WHEREAS, the City of SeaTac and King County have entered into an interagency agreement ("Interagency Agreement") in which KCDNRP agreed to design and construct, and then transfer to SeaTac, a portion of what is known as Segment B of the larger regional Lake to Sound Trail;

WHEREAS, the Parties agree that construction of Segment B of the Lake to Sound Trail (the "Segment B Project") necessitates relocation of existing City Light overhead electrical distribution facilities along Des Moines Memorial Drive from South 156th Way to South 159th Street (the "Conversion Area", as defined more specifically in this Agreement);

WHEREAS, City Light currently operates its electrical distribution system facilities in streets and rights-of-way under a Franchise Agreement with SeaTac pursuant to City of SeaTac Ordinance No. 99-1043 (the "Franchise Agreement"), and the Parties recognize that Segment B Project will be improved by a partial undergrounding of City Light's electrical distribution system within SeaTac's street right-of-way in the Segment B Project area ; and

WHEREAS, City Light, SeaTac, and KCDNRP intend through this Agreement to create a detailed process for cooperation and coordination in the design, estimating, scheduling and construction of the undergrounding Conversion Project through its completion in the most efficient manner;

WHEREAS, the Parties recognize that construction of Segment B will also require above-ground relocation of a portion of City Light's electrical distribution system; any aboveground relocation is governed by the franchise agreement between City of SeaTac and Seattle City Light, SeaTac ordinance 99-1043.

1. General Principles

- 1.1 Incorporation of Recitals: City Light, KCDNRP, and SeaTac agree that the above recitals are true and accurate and are incorporated in this Agreement as though fully set forth herein.
- 1.2 This Agreement is not intended to amend or circumvent the Franchise Agreement between SeaTac and City Light nor the Interagency Agreement between SeaTac and King County.
- 1.3 KCDNRP has contracted with the firm Parametrix, Inc. (the "Consultant") to design Segment B, and the County will provide City Light with the Ninety Percent (90%) PS&E for review. The consultant will prepare the civil infrastructure, service connections on private property, and street lighting design.

- 1.4 The Parties expect that the Conversion Project and replacement of the Streetlight System will be within the existing SeaTac street right-of-way. No property rights, acquisitions or permanent easements are anticipated. In the event that an easement, temporary or permanent, is needed for work to be performed under this Agreement, the City of SeaTac in coordination with KCDNRP will be responsible for negotiating and obtaining any such easement for KCDNRP or City Light.
- 1.5 Lighting System:
- 1.5.1 A new architectural style Streetlight System will be installed by KCDNRP. This system will be initially owned by King County and it is anticipated that ownership will transfer to SeaTac at completion of the project. KCDNRP will coordinate with City Light to establish metered electrical service for this system. SeaTac shall be responsible for providing, or obtaining, on-going maintenance and paying City Light for electrical service to operate the Streetlight System.
- 1.5.2 City Light shall remove the streetlights specified in the One Hundred Percent PS&E and City Light-owned poles as part of the overhead removal process. City Light will not provide temporary street lighting during construction. City Light will provide power for temporary street lighting that has been approved by the City Light inspector, through a service request.
- 1.6 City Light will design the Underground Electrical System based on the KCDNRP's civil design for the Segment B Project. City Light will install the Underground Electrical System with its own work force, within the Civil Infrastructure that will be constructed by KCDNRP's contractor. City Light will provide necessary service connections.
- 1.7 Notice to Contractors: KCDNRP understands that relocation of overhead power lines to underground along a busy arterial such as Des Moines Memorial Drive is a complex process. A certain amount of field engineering is normal with a corresponding need to adjust design, schedules and costs. KCDNRP will take steps to inform the bidders for KCDNRP's public works contract for construction of Segment B of these considerations. KCDNRP and City Light will coordinate and cooperate to avoid unnecessary delays in the review of changes to the Project Work made necessary to adjust design, schedules and costs.
- 1.8 Delay: KCDNRP and City Light will work cooperatively to bring the Project Work to completion on schedule and within budget. City Light will be responsive to schedule and cost concerns and will commit sufficient resources to support the work City Light is responsible for under this Agreement and will work cooperatively to resolve any unanticipated design and construction issues related to the Project Work as they develop.
- 1.9 Buy America Act: The Project is funded in part by federal funds. Whenever possible, City Light shall specify and select domestic materials for the Underground Electrical System to comply with the Buy America Act. If there is no domestic source available for any required material regulated by this Act, City Light shall submit a list of the specific items to KCDNRP for review with its 90% PS&E submittal. City Light will work cooperatively with KCDNRP to comply with the Buy America Act by means of using alternative materials, methods, or obtaining waivers. KCDNRP is responsible for obtaining any waivers required on the project.
- 1.10 Termination: In the event that the Interagency Agreement between the City of SeaTac and King County regarding the design, construction, ownership, operation and maintenance of a portion of Segment B of the Lake to Sound Trail is not authorized by the legislative body of King County or the City of SeaTac, as required by Chapter 39.34 RCW, King County and SeaTac may

terminate this agreement for convenience upon thirty (30) calendar days' written notice to SCL. In the event KCDNRP exercises this termination right, KCDNRP shall reimburse SCL for all costs under this Agreement incurred prior to the date of termination including, but not limited to design, project management, materials ordered, and construction. In the event the KCDNRP terminates this Agreement prior to the completion of the Work, the KCDNRP will ensure that SCL has a functioning electrical system.

2. Definitions

The following terms are defined here as they are used in this Agreement:

“Approval Letter”: A letter issued by City Light to KCDNRP signifying City Light’s approval of the portion of KCDNRP’s 100% PS&E related to the Civil Infrastructure.

“Betterment”: an improvement or upgrade to a system that is not reasonably required in order to make that system equivalent with the system it is replacing.

“Civil Infrastructure”: Underground infrastructure necessary to safely contain, protect and facilitate City Light’s Underground Electrical System, including but not limited to trenches, conduit, handholes, vaults, casing and other related equipment.

“Consultant”: Parametrix, Inc. of Bellevue, WA, with whom KCDNRP has contracted for design of the Segment B Project.

“Contractor”: The individual, partnership, firm, corporation or other entity with whom KCDNRP has entered into a public works contract for construction of the Segment B Project, including but not limited to construction of the Civil Infrastructure.

“Conversion Area”: East side of Des Moines Memorial Drive in SeaTac, Washington from approximately South 156th Way to approximately 250 feet south of South 157th Pl., including parcels served by the electrical distribution system along this corridor.

“Conversion Project”: The design and construction of an Underground Electrical System, along with removal of existing overhead system, in the Conversion Area.

“Final Acceptance”: The determination by City Light after all Civil Infrastructure work has been completed, including having all vault and hand hold lids brought to grade and completion of all punch list work related to the Civil Infrastructure, that the Civil Infrastructure is in conformance with the approved plans and specifications for the Conversion Project. Final Acceptance shall also be dependent upon the receipt and approval of as-built drawings for the Civil Infrastructure by City Light. Final Acceptance shall be in the form of a letter to KCDNRP Project Manager or other designated representative.

“Ninety Percent (90%) PS&E”: The ninety percent plans, specifications and estimates for the Segment B Project prepared on behalf of KCDNRP by Parametrix, Inc., dated April 2013.

“One Hundred Percent (100%) PS&E”: The bid-ready final plans, specifications, and estimates for the Segment B Project prepared on behalf of KCDNRP by Parametrix, Inc.

“Operational Acceptance”: The determination by City Light that the Civil Infrastructure is in material and substantial conformance with the approved plans and specifications for the Conversion Project and is ready for installation of the Underground Electrical System by City Light.

“Private Property Infrastructure”: The underground infrastructure that is not a part of the Civil Infrastructure, including the service lines to be located on private property, and that is necessary to enable the Contractor as per Section 6.2, to complete the service connection to those properties within

the Conversion Area that had aerial service connections prior to commencement of the Project. Private Property Infrastructure is the responsibility of the KCDNRP contractor.

“Private Property Infrastructure Work”: The work that is necessary to design, construct and install the Private Property Infrastructure to enable City Light to complete the service connections at the “point of service termination point”. Such work shall include any and all of the electrical underground work on each private property such as connections between the old overhead service at the weatherhead and the new underground cable, and pulling the underground cable to a “point of service termination point” in the ROW or utility easement, and providing a secondary handhole at the point of service termination point.

“Project Contact”: The contact for each party identified in Section 5 of this Agreement.

“Project Work”: The Civil Infrastructure and Conversion Project work.

“Segment B Project”: The design and construction of a segment of the regional Lake to Sound Trail, extending along the east side of Des Moines Memorial Drive from the intersection at South Normandy Road to the intersection at S. 156th Way.

“Streetlight System”: The above ground lighting, structures, and associated components beyond the City Light service points, including but not limited to cables, connections, terminations, transformers, switches, poles, arms, and luminaires.

“Underground Electrical System”: The underground electrical distribution system and underground service lines, including but not limited to cables, connections, terminations, transformers, switches, and associated components.

3. Design Development and Review System

- 3.1 KCDNRP is responsible for design of the Civil Infrastructure and the Streetlight System. KCDNRP will provide City Light with the Ninety Percent (90%) PS&E for City Light review of these components of the Segment B project.
- 3.2 Upon execution of this agreement, City Light will furnish SeaTac and KCDNRP with a list of known pole attachers with facilities on City Light-owned poles within the Conversion Area. SeaTac in coordination with KCDNRP, will be responsible for communicating the need to relocate these facilities with each pole attacher and ensuring that the pole attacher coordinates design of underground facilities consistent with KCDNRP designs.
- 3.3 KCDNRP will coordinate with designated City Light staff to insure that the plans incorporate appropriate specifications and details. City Light is responsible for the design of the Underground Electrical System based on KCDNRP’s design of the Civil Infrastructure. The Underground Electrical System shall be designed based on and consistent with KCDNRP’s 90% design for the Segment B Project.
- 3.4 KCDNRP acknowledges and agrees that the Civil Infrastructure and streetlight design must meet City Light’s engineering standards and operations practices, and be constructed in compliance with current City Light Construction Guidelines using materials approved by City Light Material Standards. All pertinent guidelines, standards, and contract provisions shall be provided to KCDNRP by City Light within 15-working days of KCDNRP’s request or at the time City Light provides comments under Section 3.5(b), whichever occurs first.
- 3.5 Design Review Process.

(a) 90%-Level Agency Review Submittals: KCDNRP shall submit to City Light its 90% PS&E. Based on staffing availability and workload for primary service requests, City Light shall begin design of its Underground Electrical System once it has received KCDNRP's final 90% PS&E design. Submittals shall include a full drawing set with the conceptual distribution and streetlight engineering showing the basic layout of the civil infrastructure, including conduit and vault layout, conduit duct details, vault and handhole details, special provisions, supplemental technical specifications, and if required, geotechnical reports and calculations. All calculations shall be completed and checked in accordance with established quality control procedures. Drawings shall be nearly complete for bidding purposes.

(b) City Light shall review and provide comments to KCDNRP within thirty (30) working days of receipt of KCDNRP's 90% PS&E submittal, including any pertinent guidelines, standards, and contract provisions that City Light requests be included which have not already been provided to KCDNRP pursuant to Section 3.4. City Light will also submit its 90% PS&E submittal for the Conversion Project to KCDNRP at the same time.

(c) KCDNRP shall review and provide comments to City Light within twenty (20) working days of receipt of City Light's 90% PS&E submittal, including any pertinent guidelines, standards, and contract provisions that KCDNRP requests be included.

(d) KCDNRP shall provide City Light with written notice of the date by when KCDNRP will submit to City Light the One Hundred Percent (100%) PS&E no later than twenty (20) days prior to submittal. City Light shall review and provide written comments to KCDNRP within twenty (20) working days of receipt of the 100% PS&E.

(e) Each party's PS&E submittals shall include clear and complete cost estimates, design drawings, specifications, and the necessary supplemental information such as field reconnaissance studies and calculations commensurate with the design level of the submittal. Incomplete submittals or other delays in response may result in delaying the review schedule and completion of the design. In the case of an incomplete submittal, the party receiving the submittal who believes it is incomplete shall notify the other party in writing as soon as practicable. The parties will work to resolve the issues in a timely manner.

3.6 Format. Submittals by City Light and by KCDNRP shall be transmitted in hard copy (two 24"x36" and three half-size sets) and digital forms. Electronic files shall be in accordance with City Light's CADD (Computer Aided Design/Drafting) standards and compatible with AutoCAD 3D 2009 unless otherwise agreed to by the other party.

Response to Comments. Each agency must address and respond, in writing, to every written review comment. Responses shall be provided a minimum of three (3) working days before design coordination meetings for each submittal.

(a) KCDNRP shall work with City Light staff to resolve all issues through scheduled design coordination meetings as necessary, making additional plan sheet revisions, or advancing issues to the next level of project management to resolve the issues in a timely manner. Both City Light and KCDNRP shall work collaboratively to get issues resolved prior to KCDNRP delivering the final submittal to City Light for approval.

(b) City Light's Designated Representative, or other official designated by City Light, shall resolve any inconsistencies among review comments by City Light departments and offices regarding the Conversion Project submittals prior to the review comments being consolidated and transmitted, in writing, to KCDNRP.

(c) City Light will provide consistent review comments in order to avoid unnecessary delays, change orders, or additional costs to the Conversion Project.

3.7 Upon completing the review of KCDNRP's 100% PS&E and resolving any remaining issues, City Light shall issue to KCDNRP an Approval Letter. KCDNRP agrees that it will not request construction bids until it receives the Approval Letter. City Light's approval shall be limited to those portions of the Segment B Project Design that relate to the Civil Infrastructure.

4. Cost Estimates, Contractor Selection, and Construction Schedule

4.1 Estimates. KCDNRP shall have primary responsibility for developing cost estimates for construction of the Civil Infrastructure and Streetlight System. City Light shall have primary responsibility for developing cost estimates for the Underground Electrical System. The estimate for all work related to electrical conversion shall include a base level of planned overtime not to exceed the amount typically required for similar projects, as well as an amount for unplanned overtime risk contingency.

4.2 Bid Process.

4.2.1 KCDNRP agrees to communicate the bid process schedule to City Light.

4.2.2 Prior to KCDNRP's call for bids, KCDNRP and City Light will agree on a tentative schedule identifying key milestones for Civil Infrastructure and Conversion Project Work ("Project Work") within the Conversion Area. Milestones will include completion and acceptance of Civil Infrastructure, completion of the Conversion Project Work including energization of new underground circuits, completion of the aerial infrastructure removal, and completion of the customer service cutovers.

4.3 Construction Schedule:

4.3.1 Promptly following the execution of the construction contract between KCDNRP and its chosen Contractor, KCDNRP shall schedule a pre-construction conference involving all participants in the Conversion Project to review the design, coordination requirements, work sequencing and related requirements. City Light will provide input during this discussion regarding key milestones for Civil Infrastructure and Underground Electrical System work, including completion and acceptance of Civil Infrastructure, energizing new underground circuits, customer service cutovers, and removal of overhead power facilities. Using this input, KCDNRP will negotiate with the Contractor and City Light the final schedule for any Project Work. Upon completion of this negotiation, City Light will provide written approval of the schedule. Any approved schedule must be consistent with Section 6.2. KCDNRP will coordinate with City Light concerning this work, providing preliminary progress schedules and weekly look-ahead schedules or updates as needed. These schedules and updates shall be transmitted to City Light for comment and review on at least a bimonthly basis, but only for a period commencing thirty

(30) days prior to Civil Infrastructure work within the Conversion Area and ending with Final Acceptance.

- 4.4 Design Revisions and Change Orders. KCDNRP and City Light agree to immediately notify the other party in writing of any potential design revisions and/or changes to the construction work each party is responsible for under this Agreement that affects the other party's construction work and ensure that each party reviews and approves those changes. Changes that either party are unwilling or unable to approve shall follow the dispute resolution process in section 11.

5. Project Contacts

The Project Contact for each Party will be as follows:

KCDNRP

Jason Rich
Capital Project Manager, Parks CIP
King Street Center
201 S. Jackson Street, Rm. 700
Seattle, WA 98127
(206) 263-7314

City Light

Stephen Byers, PMP
Sr. Project Manager
700 5th Ave, Suite 3200, Rm 3454
P.O. Box 34023
Seattle, WA 98104-3855
(206) 684-3637

City of SeaTac

Kit Ledbetter
City of SeaTac
Parks Director
4800 S. 188th Street
SeaTac, WA 98188
(206) 973-4671

Any notice, information, submittal or other communication provided for in this Agreement shall be delivered to the parties' Project Contacts, unless otherwise expressly provided herein. Any party may change its Project Contact upon written notice to the other Parties.

6. Construction and Approval Process

- 6.1 Civil Infrastructure and Street Lighting. KCDNRP will construct the Civil Infrastructure and the Streetlight System, which are required in order for City Light to complete the Conversion Project.
- 6.2 Private Property Infrastructure. SeaTac is responsible for timely providing notice to private landowners pursuant to SeaTac Municipal Code Chapter 11.20 and for ensuring that Private Property Infrastructure Work is conducted by private landowners in a timely fashion that does not delay the construction of the Segment B Project or City Light's Conversion Project. Any cost associated with the connection or modification to private properties will be borne by the Segment B project. City Light will install the electrical system from the meter base on private property to the service handhole or vault provided by SeaTac in the public right-of-way, including all connections.
- 6.3 Sequencing of Conversion Work: City Light's most efficient sequencing for overhead to underground relocation and installation projects such as this is to begin electrical work only after all Civil Infrastructure design and construction is completed and accepted. Divergence from this basic sequence can cause delays and costs which can be difficult to forecast (e.g., acceptance in spring would typically allow more rapid completion of work during favorable spring and summer weather, acceptance in fall would typically lead to a somewhat less rapid completion of work due to less favorable fall and winter weather.) City Light agrees to meet the schedule for the Conversion Project work as agreed to in the schedule approved under Section 4.3 ("Project Schedule"). In the event the Civil Infrastructure work is substantially complete before the date City Light is to begin the work in accordance with the Project Schedule, City Light agrees to

begin work within ten (10) working days following its receipt of notice from KCDNRP that the site is ready for work to proceed and has been accepted in writing by City Light. In the event that the work is delayed because KCDNRP's Contractor has not completed the Civil Infrastructure in accordance with the Project Schedule, City Light agrees that it will begin Conversion Project work as soon as possible, but in no event more than twenty (20) working days after receiving notice from KCDNRP that the Civil Infrastructure is ready for City Light to proceed and has been inspected and is Operationally Accepted by City Light.

- 6.4 City Light Operational Acceptance. Upon completion of the Civil Infrastructure and Streetlight System, KCDNRP shall provide written notice to City Light. Within five (5) working days of receipt of the notice, City Light shall inspect the Civil Infrastructure and the Streetlight System. City Light's inspector shall promptly advise KCDNRP in writing of any deficiencies noted. Deficiencies shall be limited to items that the inspector believes are out of compliance with the construction contract plans and specifications, including any change orders or field directives approved by KCDNRP. City Light's inspector shall cite the plan sheet number or specification that she or he considers to be at issue in the deficiency. City Light's inspector shall also provide a written description of the remedy the inspector believes is necessary for each deficiency cited. City Light's inspector shall not have any authority to direct the work of the Contractor and shall not communicate directly with or instruct the Contractor, or any subcontractor, directly or indirectly on any matters. If KCDNRP and City Light do not agree as to the existence of a deficiency and/or the appropriate remedy, City Light shall immediately notify City Light's South Distribution Design Manager or such other person designated by City Light. The parties shall use the dispute resolution process in this Agreement prior to instituting any lawsuit. If the Civil Infrastructure and Streetlight System are in material and substantial compliance with the construction contract plans and specifications, City Light shall issue to KCDNRP a written letter indicating City Light's Operational Acceptance. Backfilling of trenches shall not proceed until City Light has issued its letter of Operational Acceptance.
- 6.5 City Light will install an Underground Electrical System, energize it and connect customers in provided handhole at their property line, in accordance with the schedule in paragraph 6.2. KCDNRP shall coordinate each service cutover work with the property owner in advance of the cutover including weatherhead to weatherhead connection. City Light may, at its sole discretion, elect to operationally accept portions of the Civil Infrastructure and begin electrical system construction prior to the full completion of the Civil Infrastructure. In that event, City Light shall issue to KCDNRP a written letter specifying which portions of the Civil Infrastructure for which City Light is issuing its Operational Acceptance. In the event that KCDNRP or its Contractor cause a delay to City Light's construction during construction of the Conversion Project, City Light reserves the right to redirect its crew resources to other tasks. City Light agrees to promptly notify the KCDNRP Project Contact before removing City Light crews from the Conversion Project, and to provide a written description of the corrections necessary for City Light to return. City Light and KCDNRP shall mutually agree on the decision to redirect crews from the job site. If crews are redirected, when the necessary corrections have been made, City Light agrees to recommit its crew resources to the Conversion Project and resume work as soon as practicable following notification from KCDNRP that the corrections have been made. KCDNRP agrees that City Light shall not be responsible for delays to the project resulting from reallocation of City Light's resources as described in this Section.
- 6.6 City Light Final Acceptance. After KCDNRP's Contractor has completed all the civil Infrastructure work in the Conversion Area, including bringing all vault and hand hold lids to

grade and completing all punch list work related to the Civil Infrastructure. KCDNRP shall provide City Light as-built drawings for the Civil Infrastructure in the Conversion Area for review and Final Acceptance. Final Acceptance shall be in the form of a letter from City Light to KCDNRP Project Manager or other designated representative.

- 6.7 Existing Overhead Electrical System and Street Lighting Removal. In accordance with the schedule in paragraph 6.2, City Light will remove the overhead electrical distribution facilities (high voltage wires, low voltage wires, transformers, City Light poles), and service drops after all services are transferred to the new underground system. City Light shall remove streetlights from City Light-owned poles and return them to inventory as part of the overhead removal process. In the case of streetlights that are owned by SeaTac or another party, City Light will disconnect and remove the streetlights from the poles and SeaTac shall be responsible for transport, storage or disposal of the streetlights. City Light will not provide temporary street lighting during construction, which shall be the responsibility of KCDNRP.
- 6.8 Pavement Removal. KCDNRP agrees that hard surface removal and all restoration within the construction limits of the Conversion Project will be the responsibility of KCDNR's contractor and not the responsibility of City Light.
- 6.9 Pole Removal. SeaTac in coordination with KCDNRP, will coordinate the removal of telecommunication provider facilities on poles to coincide with the removal of City Light overhead lines. City Light will be responsible for removing poles that are solely owned by City Light. The telecommunication provider is responsible for removal of the poles that are jointly owned poles per City Light records. In the event that the telecommunication company defaults on their responsibility for removing jointly owned poles, City Light will remove the poles only after all communications companies have completed their wiring, service connections, and removed their lines and equipment from the poles.
- 6.10 The City Light inspector or representative will attend the pre-construction conference and weekly construction meetings as necessary.
- 6.11 Street Lighting. City Light will select metered-service points for the new Streetlight System designed by Consultant and to be constructed by the Contractor. City Light will install wiring between the power source and the metered-service points and make final connections necessary to energize the systems once the Contractor has completed construction of the new Streetlight System, in accordance with the schedule in paragraph 6.2.

7. Financial

- 7.1 Design Costs. KCDNRP shall bear the full cost for design of the Conversion Project and the new Streetlight System. City Light shall provide monthly reports to KCDNRP detailing City Light's design costs for the Conversion Project.
- 7.2 Construction.
- (a) KCDNRP shall bear the full cost of constructing the Conversion Project and the Streetlight System. In addition, KCDNRP agrees to reimburse City Light for the capital construction costs incurred by City Light for construction of the Conversion Project, except for de-energization and removal of poles identified for underground conversion (four poles anticipated). City Light shall provide a monthly report to KCDNRP detailing City Light's construction costs for the Conversion Project.

(b) KCDNRP shall provide copies of the Contractor's invoices for the civil construction of City Light's Civil Infrastructure to aid City Light in determining the capitalization cost of the infrastructure.

7.3 Construction Management. KCDNRP shall bear the full cost for project management, construction inspection, materials testing and other actions provided by City Light staff or agents authorized under this Agreement with respect to Project Work. City Light shall provide a monthly report to KCDNRP detailing City Light's construction management costs for the Conversion Project.

- 7.4 Upgrades. All costs for betterments associated with any City Light-initiated upgrade (any feature of the Conversion Project, the Civil Infrastructure, or the Streetlight System which is requested by City Light and agreed to by KCDNRP and is not reasonably required to make the underground electrical distribution system comparable with the overhead distribution system being replaced) shall be the responsibility of City Light and are not reimbursable by KCDNRP. All other design revisions or changes shall follow the procedures in section 4.4
- 7.5 Per City Light Department Policy and Procedure (DPP) 500 P III-417, SCL will bill KCDNRP 20% of the approved cost estimate. City Light will bill the remainder of the cost estimate and require payment prior to constructing the Underground Electrical System. In the event that City Light estimates are over or underestimated, all costs will be billed on a time and material basis.

Payment requests for pursuant to Sections 7.1 through 7.3 shall be submitted per DPP 500 P III-417 and include detailed itemized supporting documentation, which shall include itemized costs incurred by City Light and invoices from third parties for materials purchased or other direct expenses. Payment requests shall be sent to:

Jason Rich
King County Parks—Capital Project Manager
King County Department of Natural Resources and Parks
King Street Center
201 S. Jackson Street, Suite 700
Seattle, WA 98104-3855

- 7.6 KCDNRP will process payment requests and issue a check payable to City Light within sixty (60) calendar days of approving the request, provided that the payment request is for costs reimbursable by KCDNRP pursuant to this Agreement and all required documentation has been submitted.

8. Indemnification and Hold Harmless

- 8.1 Notwithstanding the expiration or early termination of this Agreement, and to the fullest extent authorized by law, SeaTac shall defend, indemnify and hold City Light harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to reasonable attorney fees) caused by or arising out of any act or omission or willful misconduct of SeaTac in its performance under this Agreement. During the performance of such activities, SeaTac's employees or contractors shall at all times remain employees or contractors, respectively, of SeaTac.

- 8.2 Notwithstanding the expiration or early termination of this Agreement, and to the fullest extent authorized by law, City Light shall defend, indemnify and hold SeaTac harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to reasonable attorney fees) caused by or arising out of any act or omission or willful misconduct of City Light in its performance under this Agreement. During the performance of such activities, City Light's employees or contractors shall at all times remain employees or contractors, respectively, of City Light.
- 8.3 Notwithstanding the expiration or early termination of this Agreement, and to the fullest extent authorized by law, KCDNRP shall defend, indemnify and hold City Light harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to reasonable attorney fees) caused by or arising out of any act or omission or willful misconduct of KCDNRP in its performance under this Agreement. During the performance of such activities, KCDNRP's employees or contractors shall at all times remain employees or contractors, respectively, of KCDNRP.
- 8.4 Notwithstanding the expiration or early termination of this Agreement, and to the fullest extent authorized by law, City Light shall defend, indemnify and hold KCDNRP harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to reasonable attorney fees) caused by or arising out of any act or omission or willful misconduct of City Light in its performance under this Agreement. During the performance of such activities, City Light's employees or contractors shall at all times remain employees or contractors, respectively, of City Light.
- 8.5 Solely for the purposes of enforcing the indemnification obligations of a party under this Section 8, each party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to such claim brought against the indemnified party by or on behalf of any employee of the indemnifying party. The foregoing waiver shall not in any way preclude the indemnifying party from raising such immunity as a defense against any claim brought against the indemnifying party by any of its employees.
- 8.6 To the extent this Agreement is construed to be subject to RCW 4.24.115, the Parties' duties under this Section 8 will extend only to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

9. Insurance

- 9.1 KCDNRP shall require its contractor(s) and subcontractors to:
- (a) Maintain Commercial General Liability (CGL) insurance in force at all times during the performance of work under this Agreement per Washington State Department of Transportation requirements and state law.
 - (b) Include the City of Seattle as an additional insured for primary and noncontributory limits of liability for the full valid and collectible limits of liability maintained by the Contractor, whether such limits are primary, excess, contingent, or otherwise; as respects CGL insurance, such additional insured status shall be provided under the ISO form CG 20 26 11 85 or equivalent that shall provide coverage for the date of occurrence rather than the date of claim.

(c) Furnish certification of insurance evidencing compliance with the provisions of this Section to City Light via email at riskmanagement@seattle.gov or fax to (206) 470-1279.

10. Ownership of Facilities

10.1 Upon completion of the Civil Infrastructure work and upon City Light's acceptance of the Civil Infrastructure as outlined in this Agreement, and except as otherwise stated in subsequent agreements, City Light shall own, operate, and maintain the Civil Infrastructure and Underground Electrical System installed or provided pursuant to this Agreement.

11. Dispute Resolution

The Parties shall use the following dispute resolution process prior to commencement of any litigation to resolve disputes under this Agreement. The respective entity shall only be involved in any dispute that affects one of their obligations under this Agreement.

11.1 In the event of a dispute under this Agreement, any Party may invoke this dispute resolution process by the Project Contact providing written notice to the Project Contact for the other Parties involved in the dispute. The Project Contacts' direct supervisors or their designees will seek to resolve the dispute.

11.2 If the direct supervisors cannot reach an agreement within a time period that does not adversely affect project schedule or cost (recognizing the remaining time period for dispute resolution in paragraph 11.3), but no longer than fifteen (15) days from receipt of written notice invoking dispute resolution, the dispute will be elevated to the Director of KCDNRP, the General Manager of City Light, and the Director of SeaTac's Parks Department if SeaTac is involved in the dispute.

11.3 The Directors will attempt to resolve the dispute within a time period that does not adversely affect project schedule or cost, but no longer than thirty (30) days from receipt of written notice invoking dispute resolution.

11.4 Issues shall be elevated in a timely manner to avoid additional project costs due to untimely decisions. KCDNRP shall work with City Light to develop and maintain a list of unresolved issues and the latest date by when the issues require a resolution. Project Contacts for KCDNRP and City Light shall review the list and identify a plan for getting the issue elevated and resolved in a timely manner.

11.5 If the Parties fail to resolve a dispute using the dispute resolution process in Section 11, any Party to the dispute may seek to enforce this Agreement in King County Superior Court under Washington law and procedure.

12. Force Majeure. The Parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of the non-performing Party ("Force Majeure Event"). The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, or labor disputes, causing the inability to perform the requirements of this Agreement, if the non-performing Party is rendered unable, by a Force Majeure Event, to perform or comply with any obligation or condition of this Agreement. City Light agrees to promptly notify the KCDNRP Project Contact if and when City Light crews are to be removed

from the Conversion Project due to a Force Majeure Event, and both parties agree to use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event. Performance of any obligation affected by a Force Majeure Event shall be resumed as soon as reasonably possible after the termination or abatement of the Force Majeure Event.

13. **Waiver.** No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or a different provision of this Agreement.

EXECUTED, this _____ day of _____, 20__.

KING COUNTY DEPARTMENT OF
NATURAL RESOURCES AND PARKS

SEATTLE CITY LIGHT

Christy True
KCDNRP Director:

Jorge Carrasco,
General Manager & Chief Executive Officer

CITY OF SEATAC

Todd Cutts, City Manager

APPROVED AS TO FORM:

SeaTac Legal Department

EXHIBIT D

Form of Restrictive Covenant

Recording Requested By And
When Recorded Mail To:

King County
Department of Natural Resources & Parks
Parks and Recreation Division
201 S. Jackson St., Room 700
Seattle, WA 98104-3855

TRAIL RESTRICTIVE COVENANT

Grantor: City of SeaTac, a municipal corporation of the State of Washington

Grantee: King County, a political subdivision of the State of Washington

Full Legal Description: See Exhibit A to this Restrictive Covenant

Legal Description (abbr.): A portion of Des Moines Memorial Drive South located within the NW ¼ of Sect. 29, the SW ¼ and the SE ¼ of Sect 20, T. 23 N. R. 4 E. W.M.

Assessor's Tax Parcel Nos.: 3846600000, 2923040000, 2023040000

This restrictive covenant for trail purposes ("Covenant") is effective as of the ____ day of _____, 20__, and is made and executed by and between the City of SeaTac, a municipal corporation of the State of Washington ("City") and King County, a political subdivision of the State of Washington ("County").

RECITALS

A. On _____, the City and the County entered into an Interagency Agreement in which the County agreed to fund and construct on property owned by the City a portion of what is known as Segment B of the Lake to Sound Trail, a segment of trail along Des Moines Memorial Drive extending from South Normandy Road in the City of Burien to 156th Way in the City of SeaTac. The portion of Segment B within the boundaries of the City, subject to the Interagency Agreement, is known as "the Project".

B. The City holds fee simple title to a portion of Segment B within the City's

boundaries, which portion is legally described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Property”).

C. The Interagency Agreement provides that, after construction by the County and recording of this Covenant, the County will transfer ownership of the Project Improvements to the City and the City will provide long-term Maintenance and Operation of the Project as a Regional Trail.

D. The County has constructed Segment B, in part with County levy funds pursuant to King County Ordinance 15760, which authorizes use of said funds to develop rights of way for regional trails.

E. RCW 36.89.050 authorizes the County to construct a park or recreational facility and transfer to a city the County’s ownership interest in, and the operation and maintenance obligations for, that facility provided such transfer is subject to the condition that the facility shall continue to be used for the same purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefor.

F. Segment B is a critical segment of the larger Regional Lake to Sound Trail, extending from the southern end of Lake Washington to Puget Sound, and will provide recreational and health benefits to residents of the City and the County.

G. The City agreed in the Interagency Agreement, and hereby further acknowledges, that because the Property is a critical segment of the Lake to Sound Trail, there are no equivalent facilities within the County that would serve the same purpose.

H. The City acknowledges that recording of this Covenant is essential to fulfilling the obligations of RCW 36.89.050 and the Interagency Agreement.

AGREEMENT

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, the City hereby binds itself, its successors and assigns to the permanent restrictive covenants identified herein, which covenants shall run with the land and burden the Property for the sole benefit of the County and the County's significant interests in the other park, open space and trail facilities that make up the King County system of parks, trails, and recreational facilities. The City and the County agree that the County and its successors in interest shall have standing to enforce these covenants. The City and the County further agree and declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the City and its successors and assigns and all subsequent owners of interests in the Property, and to the County and its successors and assigns. The City warrants that all owners of the Property have executed this document.

COVENANTS

1. The City, as required by RCW 36.89.050, covenants that the Property shall continue to be used in perpetuity for a regionally significant, shared-use trail accessible to the general public on which bicycling, walking, hiking, running, skating, horseback riding, and other nonmotorized uses are allowed, which provides recreational opportunities and enhances regional mobility (hereafter “Regional Trail”) and shall not be converted to a different use.
2. The City covenants that allowing the Property to be used for a Regional Trail shall include any and all actions by the City necessary to allow and control use of the trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.
3. The City covenants that the Property will be operated and maintained as a Regional Trail, which includes any and all actions necessary to keep the trail open and accessible to the public and in a safe and suitable condition for use as a Regional Trail, including but not limited to, regular inspections, repairs or replacement of Improvements, sweeping or cleaning of surfaces, removal and/or covering of graffiti, removal of litter, removal of encroachments, maintenance of vegetation, and pruning of trees and shrubs as needed to maintain sight distances; and any and all actions necessary to allow and control use of the trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.
4. The City covenants that the Property, or any portion thereof, shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for a Regional Trail.
5. The City covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents.
6. The City covenants that any and all user fees charged for use of the Property for Regional Trail purposes, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City.
7. The City covenants that it shall place the preceding covenants in any deed transferring any portion of the Property.
8. The City covenants that County shall have legal standing to enforce these covenants.
9. Remedies. The County, its successors, designees, or assigns shall have the following remedies against the City, its successors, designees, or assigns for violation of this Covenant:
 - A. Default. If the City fails to observe or perform any of the terms,

conditions, obligations, restrictions, covenants, representations or warranties of this Covenant, and if such noncompliance is not corrected as provided herein, then such noncompliance shall be considered an event of default.

B. County's Remedies. In such case, County shall be entitled to all remedies in law or in equity against City, including without limitation the rights: (1) to compel specific performance by the City of its obligations under this Covenant, and (2) to restrain by injunction the actual or threatened commission or attempt of a breach of this Covenant and to obtain a judgment or order specifically prohibiting a violation or breach of this Covenant. In seeking any equitable remedies, County shall not be required to prove or establish that County does not have an adequate remedy at law. The City hereby waives the requirement of any such proof and acknowledges that County would not have an adequate remedy at law for the City's breach of this Covenant.

C. Notice. Before County pursues a remedy against the City for breach of this Covenant, County shall provide written notice specifying the default to the City. The City shall thereafter have a thirty (30) day period to cure such default (or if such default is not capable of cure within thirty (30) days, such additional period as is reasonably necessary for the City to complete such cure, provided that City commences cure within such thirty (30) day period and thereafter diligently pursues it to completion).

D. Immediate Action. If County, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant harm that would be counter to the terms and purposes of this Covenant, County may pursue its remedies under this Section 8 without prior notice to Grantor and without waiting for the cure period to expire.

E. Delay. Delay in enforcing the provisions hereof as to any breach or violation shall not impair, damage or waive the right of the County to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any other breach or violation thereof at any later time or times.

10. Indemnification. In addition to and separate from the remedy provisions in Section 9 of this Covenant, the City, for itself, its successors, designees, and assigns, agrees:

A. to protect, defend, indemnify and hold harmless the County, its officers, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind whatsoever, arising out of or in any way resulting from a failure of the City, its successors, designees and assigns to wholly or partially comply with this Covenant; and

B. release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, of whatsoever kind ("Claims") relating to or arising from uses of the Property that occur on or after the effective date of this Covenant.

C. The City, by mutual negotiation, hereby waives, with respect to the County only, any immunity that would otherwise be available against claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to carry out the indemnification duties herein.

11. Notice. Notice shall be sent to:

<p>King County:</p> <p>Director's Office King County Department of Natural Resources and Parks Rm 700, King Street Center 201 S. Jackson Street Seattle, WA 98104</p> <p>With a copy to:</p> <p>King County Prosecuting Attorney's Office Attn: Chief Civil Deputy 516 Third Avenue W400 Seattle, WA 98104</p>	<p>City of SeaTac:</p> <p>Kit Ledbetter SeaTac Parks and Recreation Director 4800 South 188th Street SeaTac, WA 98188</p> <p>With a copy to:</p> <p>SeaTac Legal Department 4800 South 188th Street SeaTac, WA 98188</p>
--	--

Any notices required to be given by the Parties shall be delivered at the addresses set forth above. Any notices may be delivered (i) by personal service on the addressee of the notice, (ii) by deposit with a nationally recognized overnight delivery service, or (iii) by deposit as registered or certified mail in the United States mail, postage prepaid. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any person delivering notice via an overnight delivery service shall be responsible to confirm delivery.

12. Severability. If any provision of this Covenant shall be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

13. Amendments. This Covenant shall be amended only by a written instrument executed by the Parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington.

14. Governing Law. This Covenant shall be governed by the laws of the state of Washington. Venue for any action concerning this Covenant shall be in King County, Washington.

IN WITNESS WHEREOF, the City and the County have executed this Covenant on the date set forth above.

CITY OF SEATAC, a
A Washington State municipal corporation

By _____
Name _____
Its _____

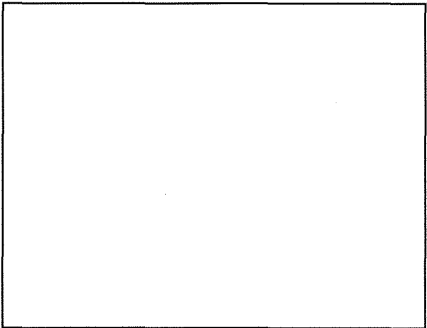
KING COUNTY, a
political subdivision of the State of Washington

By _____
Name _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF SEATAC, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



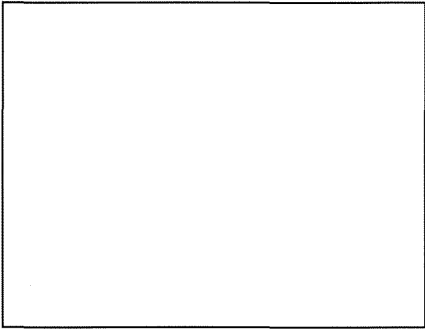
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A (to Exhibit D)
LEGAL DESCRIPTION OF PROPERTY

T T ;
381 4

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29, THENCE SOUTH 01°36'10" WEST, ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 11.39 FEET TO A POINT AT THE BACK OF CURB OR EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 01°36'10" WEST, A DISTANCE OF 18.61 FEET MORE OR LESS TO THE SOUTH LINE OF SOUTH 160TH STREET;
THENCE ALONG SAID SOUTH LINE, NORTH 88°38'57" WEST, A DISTANCE OF 51.99 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, SOUTH 32°01'08" WEST, A DISTANCE OF 157.75 FEET;
THENCE SOUTH 57°58'52" EAST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 32°01'08" WEST, A DISTANCE OF 136.20 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 905.33 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°58'19", A DISTANCE OF 204.97 FEET;
THENCE NORTH 70°57'11" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 915.33 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 70°57'11" EAST;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°44'03", A DISTANCE OF 107.58 FEET;
THENCE SOUTH 16°31'32" WEST A DISTANCE OF 136.13 FEET;
THENCE SOUTH 12°18'46" WEST, A DISTANCE OF 1644.36 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF SR 509;
THENCE LEAVING SAID EAST LINE, ALONG SAID SOUTH LINE, NORTH 18°27'47" WEST, A DISTANCE OF 5.37 FEET;
THENCE NORTH 09°43'40" WEST, A DISTANCE OF 41.71 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID SOUTH LINE AND THE BACK OF CURB;
THENCE ALONG SAID BACK OF CURB, NORTH 12°21'47" EAST, A DISTANCE OF 25.91 FEET;
THENCE NORTH 14°27'46" EAST, A DISTANCE OF 25.06 FEET MORE OR LESS TO THE BEGINNING OF A CONCRETE BARRIER;
THENCE SOUTH 77°41'14" EAST, A DISTANCE OF 1.50 FEET, MORE OR LESS TO THE BACK OF SAID CONCRETE BARRIER;
THENCE ALONG THE BACK OF SAID BACK OF BARRIER, NORTH 12°18'46" EAST, A DISTANCE OF 337.14 FEET, MORE OR LESS, TO THE END OF SAID BARRIER;
THENCE NORTH 77°41'14" WEST, A DISTANCE OF 1.50 FEET, MORE OR LESS, TO THE BACK OF CURB;
THENCE ALONG SAID BACK OF CURB, NORTH 12°20'34" EAST, A DISTANCE OF 571.99 FEET;

THENCE NORTH 12°16'33" EAST, A DISTANCE OF 254.03 FEET;
THENCE NORTH 12°30'05" EAST, A DISTANCE OF 397.65 FEET;
THENCE NORTH 13°24'34" EAST, A DISTANCE OF 84.73 FEET TO THE BEGINNING OF
A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 998.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°40'32", A
DISTANCE OF 238.32 FEET;
THENCE NORTH 27°05'06" EAST, A DISTANCE OF 57.68 FEET TO THE BEGINNING OF
A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 998.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°02'59", A
DISTANCE OF 88.00 FEET;
THENCE NORTH 32°08'05" EAST, A DISTANCE OF 231.14 FEET TO THE BEGINNING
OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 89.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°52'32", A
DISTANCE OF 91.97 FEET;
THENCE SOUTH 88°59'23" EAST, A DISTANCE OF 10.88 FEET TO THE TRUE POINT OF
BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP
23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF
SAID SECTION 20;
THENCE NORTH 01°03'50" EAST ALONG THE EAST LINE OF SAID SOUTHWEST
QUARTER, A DISTANCE OF 43.73 FEET TO A POINT AT THE BACK OF CURB OR
EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°03'50" EAST, A DISTANCE OF 43.56 FEET A POINT
ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING
THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, SAID
CURVE HAVING A RADIUS OF 779.72 FEET, FROM WHICH A RADIAL LINE BEARS
NORTH 69°22'31" WEST;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°33'39", A
DISTANCE OF 266.20 FEET;
THENCE NORTH 01°03'50" EAST, A DISTANCE OF 21.40 FEET;
THENCE NORTH 88°56'10" WEST, A DISTANCE OF 5.00 FEET;
THENCE NORTH 01°03'50" EAST, A DISTANCE OF 254.44 FEET;
THENCE NORTH 02°45'01" WEST, A DISTANCE OF 105.23 FEET;
THENCE NORTH 01°03'50" EAST, A DISTANCE OF 32.42 FEET TO THE BEGINNING OF
A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION BETWEEN SAID EAST
LINE OF DES MOINES MEMORIAL DRIVE AND THE SOUTH LINE OF SOUTH 157TH
PLACE;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°21'51", A
DISTANCE OF 31.57 FEET;
THENCE NORTH 73°25'41" EAST, ALONG THE SOUTH LINE OF SOUTH 157TH PLACE,
A DISTANCE OF 16.40 FEET;

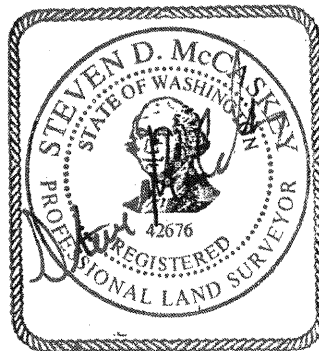
THENCE LEAVING SAID SOUTH LINE, NORTH 00°51'12" WEST, A DISTANCE OF 8.76 FEET MORE OR LESS TO A POINT "A", SAID POINT BEING AT THE BACK OF CURB OR EXTENSION THEREOF;
THENCE ALONG SAID BACK OF CURB, SOUTH 72°58' 27" WEST A DISTANCE OF 4.44 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH, SAID CURVE HAVE A RADIUS OF 15.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°50'58", A DISTANCE OF 11.59 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 9.50 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°08'01", A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°16'52", A DISTANCE OF 26.06 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 44.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°24'21", A DISTANCE OF 32.16 FEET;
THENCE SOUTH 01°00'12" WEST, A DISTANCE OF 110.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 2999.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°39'57", A DISTANCE OF 87.21 FEET;
THENCE SOUTH 00°39'44" EAST, A DISTANCE OF 233.49 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 586.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°57'28", A DISTANCE OF 122.40 FEET;
THENCE SOUTH 11°17'44" WEST, A DISTANCE OF 25.19 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 490.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°43'23", A DISTANCE OF 66.12 FEET;
THENCE SOUTH 19°01'07" WEST, A DISTANCE OF 13.61 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 59.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°48'43", A DISTANCE OF 64.19 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

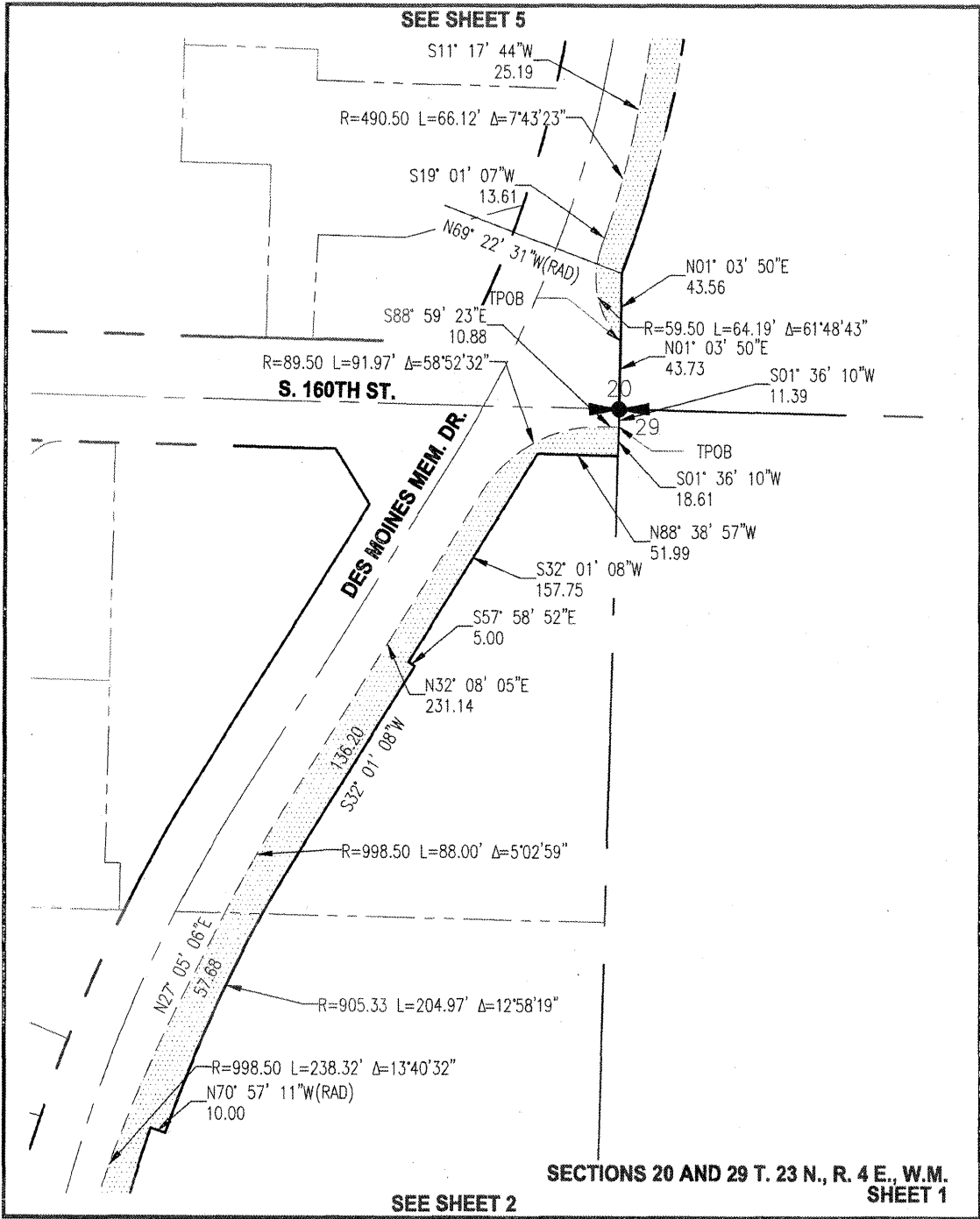
COMMENCING AT SAID POINT "A", THENCE NORTH 00°51'12" WEST, A DISTANCE OF 33.79 FEET, MORE OR LESS, TO A POINT AT THE BACK OF CURB OR EXTENTION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID BACK OF CURB, SOUTH 80°29'00 WEST, A DISTANCE OF 13.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 32.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 100°32'53", A DISTANCE OF 57.03 FEET;

THENCE NORTH 01°01'53" EAST, A DISTANCE OF 400.98 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 37.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°05'38", A DISTANCE OF 63.55 FEET;
THENCE SOUTH 81°52'29" EAST, A DISTANCE OF 8.17 FEET;
THENCE LEAVING SAID BACK OF CURB, SOUTH 08°07'31" WEST, A DISTANCE OF 26.29 FEET, MORE OR LESS, TO THE SOUTH LINE OF SOUTH 156TH STREET;
THENCE NORTH 88°34'19" WEST, A DISTANCE OF 29.49 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, SOUTH 00°53'48" EAST, A DISTANCE OF 204.62 FEET;
THENCE SOUTH 88°56'20" EAST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 01°03'50" WEST, A DISTANCE OF 95.00 FEET;
THENCE NORTH 88°49'00" WEST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 01°03'50" WEST, A DISTANCE OF 106.35 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION FROM SAID EAST LINE OF DES MOINES MEMORIAL DRIVE AND THE NORTH LINE OF SOUTH 157TH PLACE;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°16'51", A DISTANCE OF 41.57 FEET;
THENCE LEAVING SAID NORTH LINE, SOUTH 00°51'12" EAST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

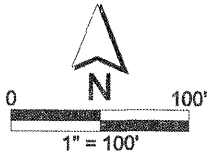
SAID PORTIONS CONTAINING 72,643 SQUARE FEET MORE OR LESS



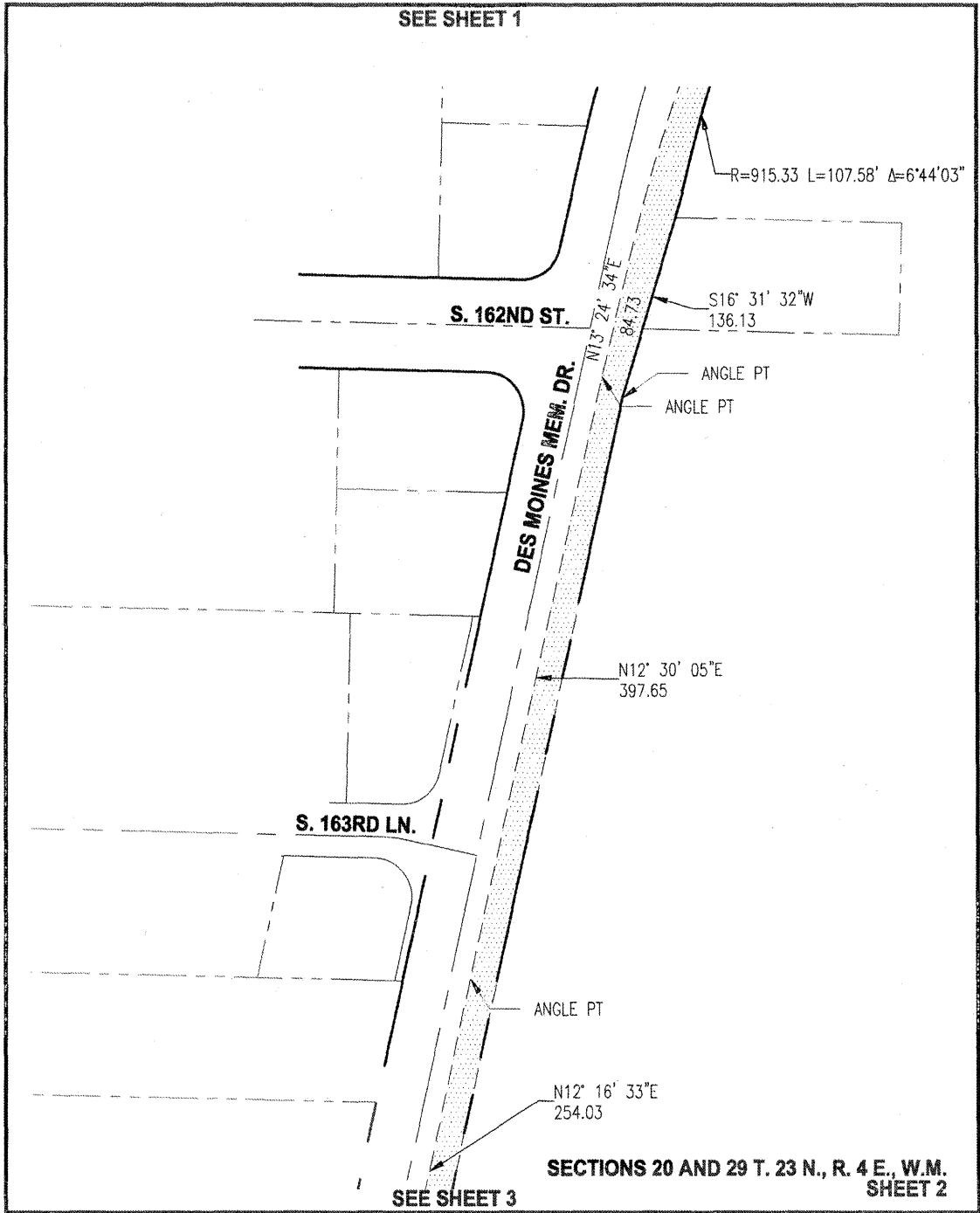
4.21.2014



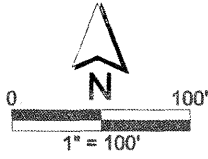
Parametrix DATE: April 21, 2014 FILE: BL5541521084SV-SEATACLEGAL



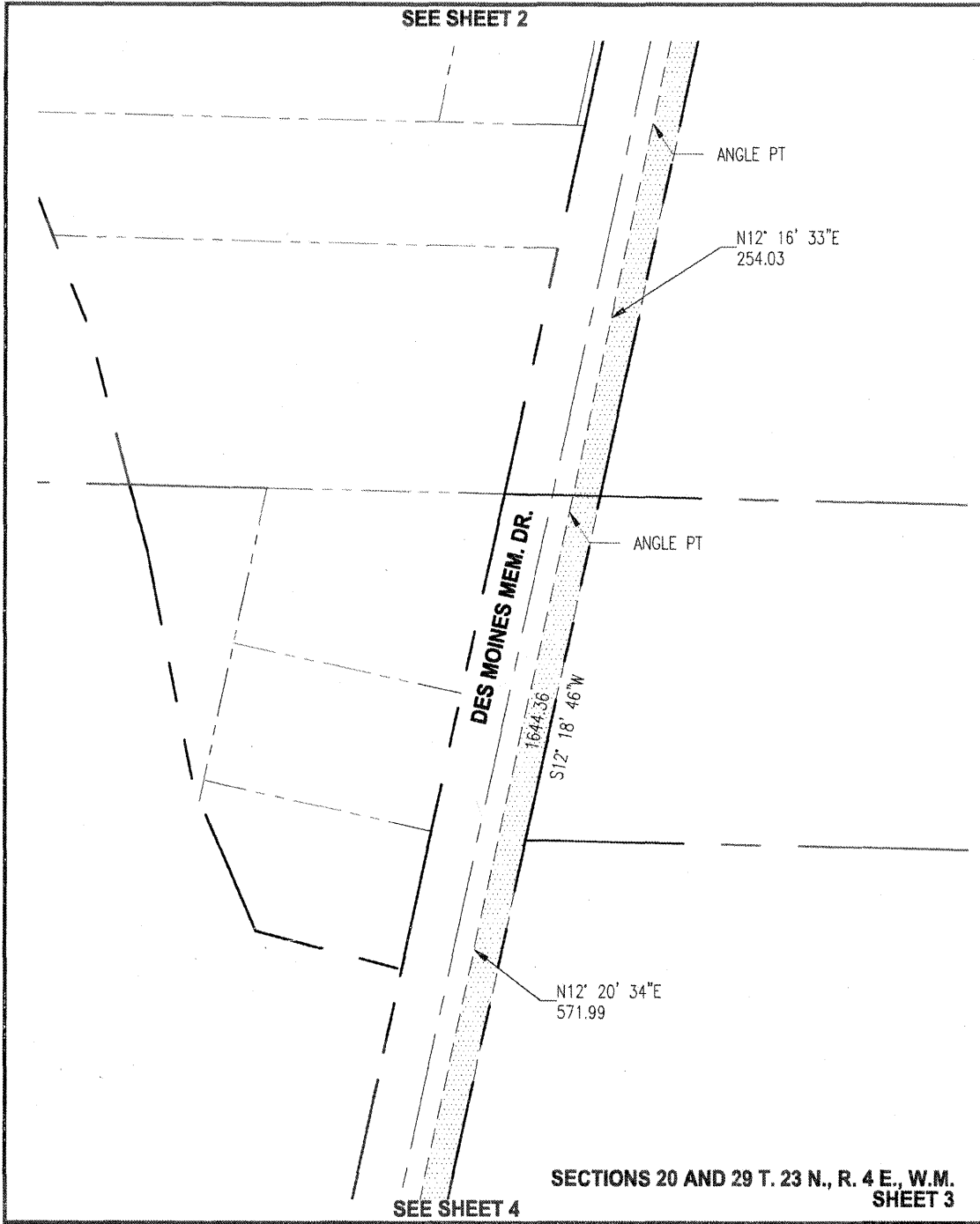
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



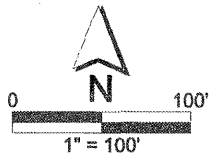
Parametrix DATE: April 21, 2014 FILE: BL5541521084SV-SEATALEGAL



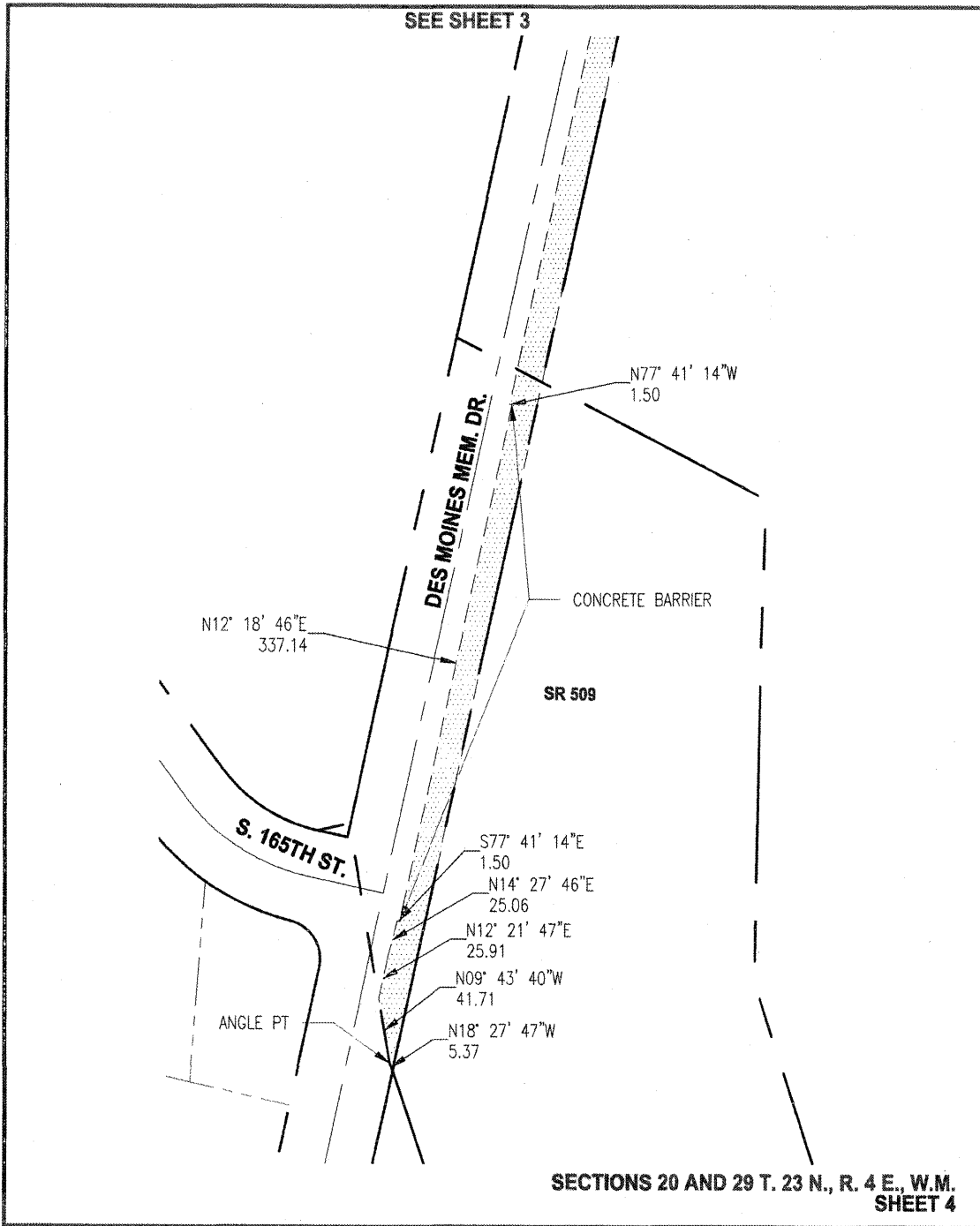
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



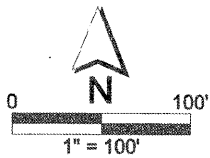
Parametrix DATE: April 21, 2014 FILE: BL5541521084SV-SEATALEGAL



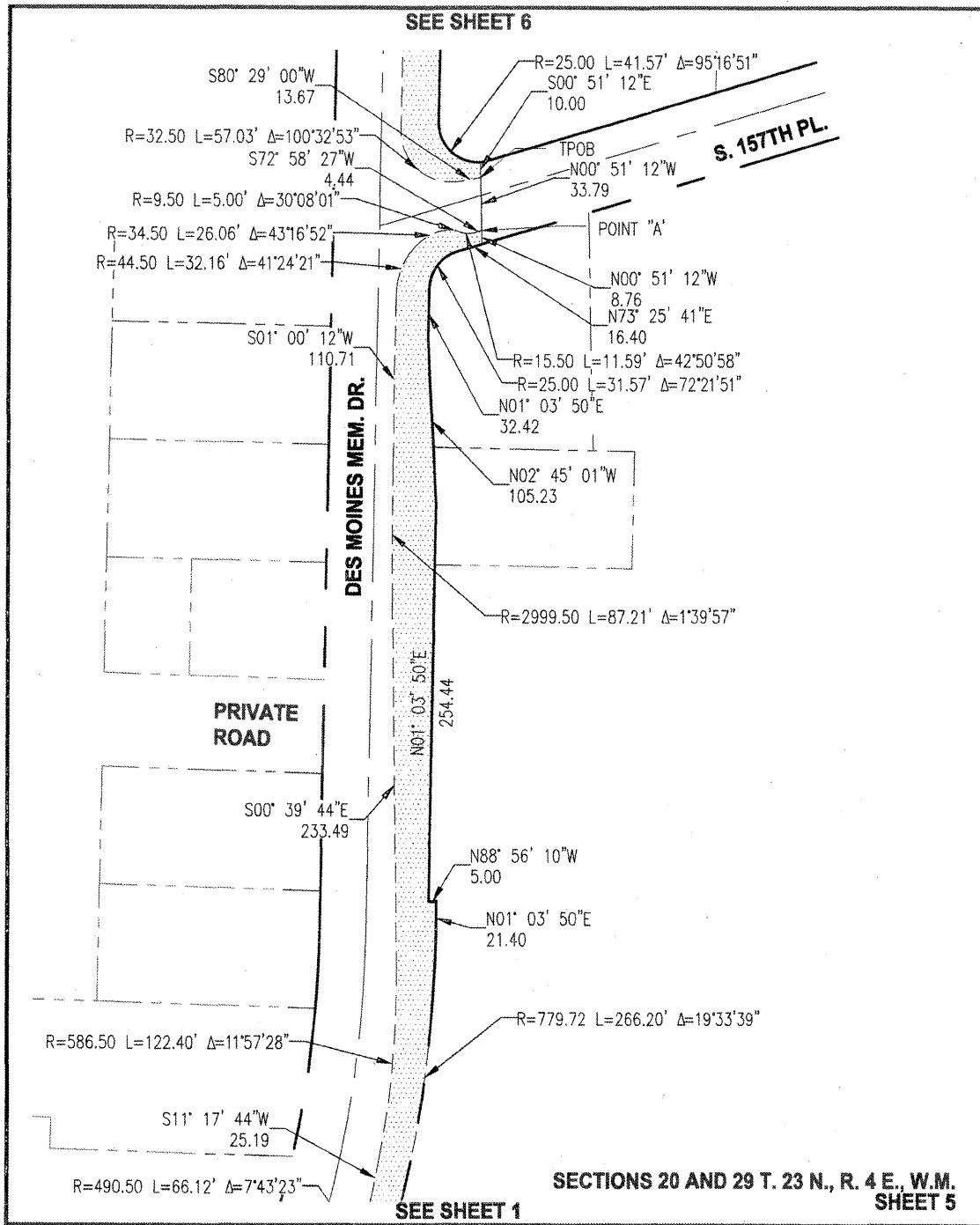
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



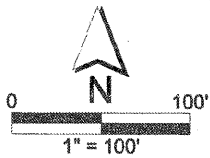
Parametrix DATE: April 21, 2014 FILE: BL5541521084SV-SEATALEGAL



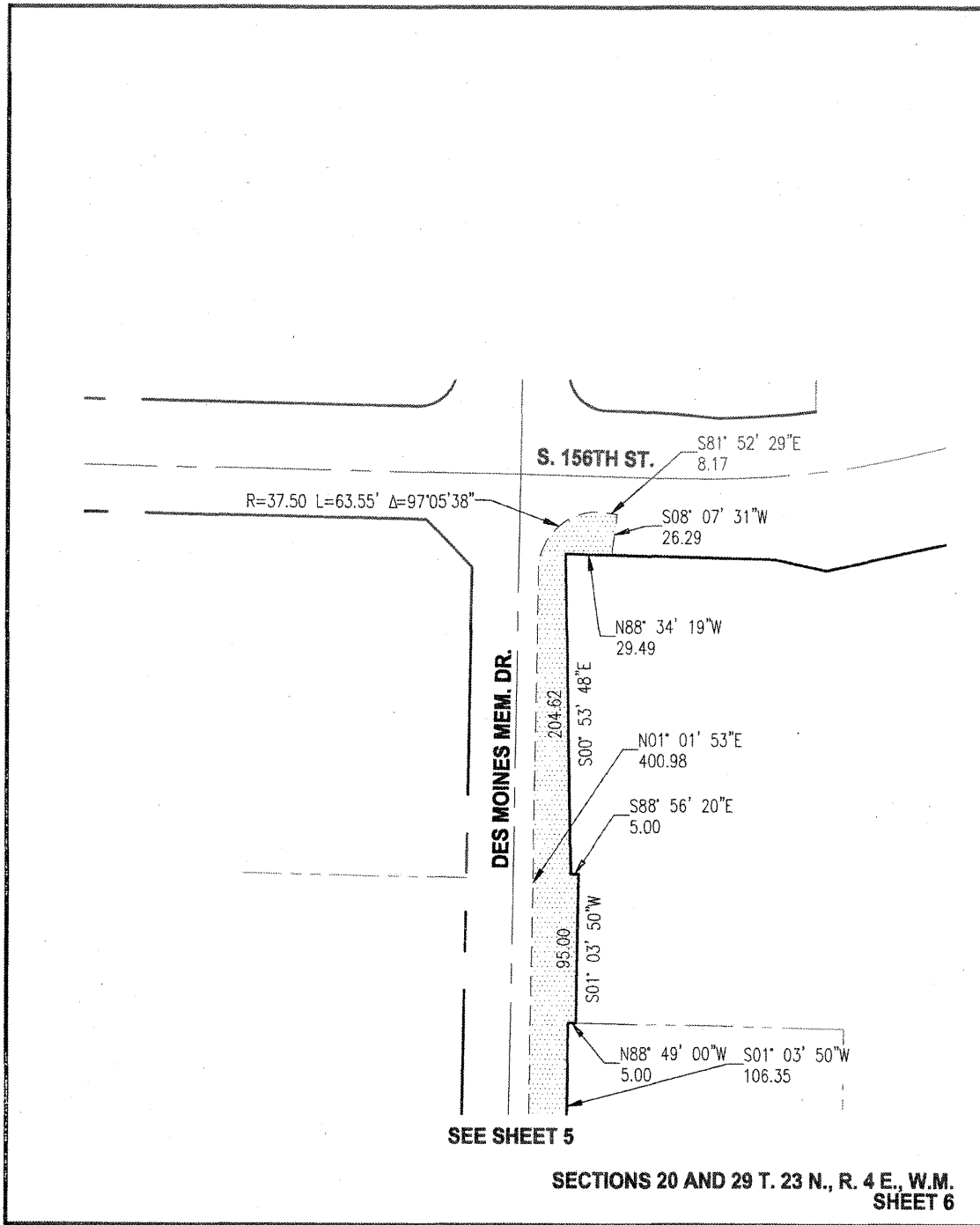
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



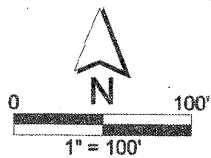
Parametrix DATE: April 21, 2014 FILE: BL5541621084SV-SEATALEGAL



**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



Parametrix DATE: April 21, 2014 FILE: BL5541521084SV-SEATALEGAL



**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**

EXHIBIT E

Form of Sign Easement

Recording Requested By And
When Recorded Mail To:

King County
Department of Natural Resources & Parks
Parks and Recreation Division
201 S. Jackson St., Room 700
Seattle, WA 98104-3855

PERMANENT SIGN EASEMENT

Grantor: City of SeaTac, a municipal corporation of the State of Washington

Grantee: King County, a political subdivision of the State of Washington

Full Legal Description: See Exhibit A to this Sign Easement

Legal Desc. Abbr: A portion of Des Moines Memorial Drive South located within the NW ¼ of Sect. 29, the SW ¼ and the SE ¼ of Sect 20, T. 23 N. R. 4 E. W.M.

Assessor's Tax Parcel Nos. : 3846600000, 2923040000, 2023040000.

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, the City of SeaTac, a municipal corporation of the State of Washington ("Grantor"), does hereby grant to King County, a political subdivision of the State of Washington its successors and assigns, and agents ("Grantee"), a permanent non-exclusive easement over and across those portions of the real property legally described as the "Permanent Sign Easement Area(s)" on Exhibit A and depicted on Exhibit B hereto, which Exhibits are incorporated hereby by this reference. The Grantor warrants that all owners of the Permanent Sign Easement Area(s) have executed this document.

This Easement is granted for the purposes of accessing and constructing, inspecting, reconstructing, maintaining and repairing informational signs for the public related to the Lake to Sound Regional Trail ("Signs").

Grantee shall have the right at such time as may be necessary and at the Grantee's sole discretion, to enter upon the Property and to have unimpeded access to, in and through the Permanent Sign Easement Area(s) for the purposes of exercising the Grantee's rights as described herein.

Grantor shall not conduct, authorize or allow actions that remove, alter, obstruct the view of, or otherwise interfere with any improvements installed by Grantee within the Permanent Sign Easement Area(s), without the prior written approval of Grantee. Except as provided in this paragraph, neither Grantor nor Grantee is hereby obligated to future maintenance, repair or other action related to the above-described exercise of easement rights.

In the event Grantee abandons this Easement, Grantee shall remove the Signs and fill holes constructed in the ground by Grantee, or shall otherwise restore the property upon which the Signs are located to the same or similar condition as it was immediately before Grantee entered the Permanent Sign Easement Area.

Grantor and Grantee each agree to protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind ("Actions") arising out of, or in connection with, or incident to the exercise of its rights or obligations under this Permanent Sign Easement, except to the extent such Actions arise out of or result from the negligent acts or omissions of the other party. Each party agrees that it is fully responsible for the acts and omissions of its own contractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

The Easement granted hereby, and the rights, duties, limitations and obligations herein created, shall run with the land, shall burden the Permanent Sign Easement Area(s), and shall be binding upon the Grantor and Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Permanent Sign Easement as of the day and year last signed below.

EXHIBIT A (to Exhibit E)
PERMANENT SIGN EASEMENT AREA
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29, THENCE SOUTH 01°36'10" WEST, ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 11.39 FEET TO A POINT AT THE BACK OF CURB OR EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 01°36'10" WEST, A DISTANCE OF 18.61 FEET MORE OR LESS TO THE SOUTH LINE OF SOUTH 160TH STREET;
THENCE ALONG SAID SOUTH LINE, NORTH 88°38'57" WEST, A DISTANCE OF 51.99 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, SOUTH 32°01'08" WEST, A DISTANCE OF 157.75 FEET;
THENCE SOUTH 57°58'52" EAST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 32°01'08" WEST, A DISTANCE OF 136.20 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 905.33 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°58'19", A DISTANCE OF 204.97 FEET;
THENCE NORTH 70°57'11" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 915.33 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 70°57'11" EAST;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°44'03", A DISTANCE OF 107.58 FEET;
THENCE SOUTH 16°31'32" WEST A DISTANCE OF 136.13 FEET;
THENCE SOUTH 12°18'46" WEST, A DISTANCE OF 1644.36 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF SR 509;
THENCE LEAVING SAID EAST LINE, ALONG SAID SOUTH LINE, NORTH 18°27'47" WEST, A DISTANCE OF 5.37 FEET;
THENCE NORTH 09°43'40" WEST, A DISTANCE OF 41.71 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID SOUTH LINE AND THE BACK OF CURB;
THENCE ALONG SAID BACK OF CURB, NORTH 12°21'47" EAST, A DISTANCE OF 25.91 FEET;
THENCE NORTH 14°27'46" EAST, A DISTANCE OF 25.06 FEET MORE OR LESS TO THE BEGINNING OF A CONCRETE BARRIER;
THENCE SOUTH 77°41'14" EAST, A DISTANCE OF 1.50 FEET, MORE OR LESS TO THE BACK OF SAID CONCRETE BARRIER;
THENCE ALONG THE BACK OF SAID BACK OF BARRIER, NORTH 12°18'46" EAST, A DISTANCE OF 337.14 FEET, MORE OR LESS, TO THE END OF SAID BARRIER;
THENCE NORTH 77°41'14" WEST, A DISTANCE OF 1.50 FEET, MORE OR LESS, TO THE BACK OF CURB;
THENCE ALONG SAID BACK OF CURB, NORTH 12°20'34" EAST, A DISTANCE OF 571.99 FEET;

THENCE NORTH 12°16'33" EAST, A DISTANCE OF 254.03 FEET;
THENCE NORTH 12°30'05" EAST, A DISTANCE OF 397.65 FEET;
THENCE NORTH 13°24'34" EAST, A DISTANCE OF 84.73 FEET TO THE BEGINNING OF
A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 998.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°40'32", A
DISTANCE OF 238.32 FEET;
THENCE NORTH 27°05'06" EAST, A DISTANCE OF 57.68 FEET TO THE BEGINNING OF
A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 998.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°02'59", A
DISTANCE OF 88.00 FEET;
THENCE NORTH 32°08'05" EAST, A DISTANCE OF 231.14 FEET TO THE BEGINNING
OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 89.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°52'32", A
DISTANCE OF 91.97 FEET;
THENCE SOUTH 88°59'23" EAST, A DISTANCE OF 10.88 FEET TO THE TRUE POINT OF
BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP
23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF
SAID SECTION 20;
THENCE NORTH 01°03'50" EAST ALONG THE EAST LINE OF SAID SOUTHWEST
QUARTER, A DISTANCE OF 43.73 FEET TO A POINT AT THE BACK OF CURB OR
EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°03'50" EAST, A DISTANCE OF 43.56 FEET A POINT
ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING
THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, SAID
CURVE HAVING A RADIUS OF 779.72 FEET, FROM WHICH A RADIAL LINE BEARS
NORTH 69°22'31" WEST;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°33'39", A
DISTANCE OF 266.20 FEET;
THENCE NORTH 01°03'50" EAST, A DISTANCE OF 21.40 FEET;
THENCE NORTH 88°56'10" WEST, A DISTANCE OF 5.00 FEET;
THENCE NORTH 01°03'50" EAST, A DISTANCE OF 254.44 FEET;
THENCE NORTH 02°45'01" WEST, A DISTANCE OF 105.23 FEET;
THENCE NORTH 01°03'50" EAST, A DISTANCE OF 32.42 FEET TO THE BEGINNING OF
A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION BETWEEN SAID EAST
LINE OF DES MOINES MEMORIAL DRIVE AND THE SOUTH LINE OF SOUTH 157TH
PLACE;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°21'51", A
DISTANCE OF 31.57 FEET;
THENCE NORTH 73°25'41" EAST, ALONG THE SOUTH LINE OF SOUTH 157TH PLACE,
A DISTANCE OF 16.40 FEET;

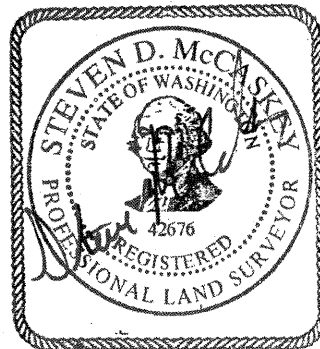
THENCE LEAVING SAID SOUTH LINE, NORTH 00°51'12" WEST, A DISTANCE OF 8.76 FEET MORE OR LESS TO A POINT "A", SAID POINT BEING AT THE BACK OF CURB OR EXTENSION THEREOF;
THENCE ALONG SAID BACK OF CURB, SOUTH 72°58' 27" WEST A DISTANCE OF 4.44 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH, SAID CURVE HAVE A RADIUS OF 15.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°50'58", A DISTANCE OF 11.59 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 9.50 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°08'01", A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°16'52", A DISTANCE OF 26.06 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 44.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°24'21", A DISTANCE OF 32.16 FEET;
THENCE SOUTH 01°00'12" WEST, A DISTANCE OF 110.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 2999.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°39'57", A DISTANCE OF 87.21 FEET;
THENCE SOUTH 00°39'44" EAST, A DISTANCE OF 233.49 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 586.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°57'28", A DISTANCE OF 122.40 FEET;
THENCE SOUTH 11°17'44" WEST, A DISTANCE OF 25.19 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 490.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°43'23", A DISTANCE OF 66.12 FEET;
THENCE SOUTH 19°01'07" WEST, A DISTANCE OF 13.61 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 59.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°48'43", A DISTANCE OF 64.19 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "A", THENCE NORTH 00°51'12" WEST, A DISTANCE OF 33.79 FEET, MORE OR LESS, TO A POINT AT THE BACK OF CURB OR EXTENTION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID BACK OF CURB, SOUTH 80°29'00 WEST, A DISTANCE OF 13.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 32.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 100°32'53", A DISTANCE OF 57.03 FEET;

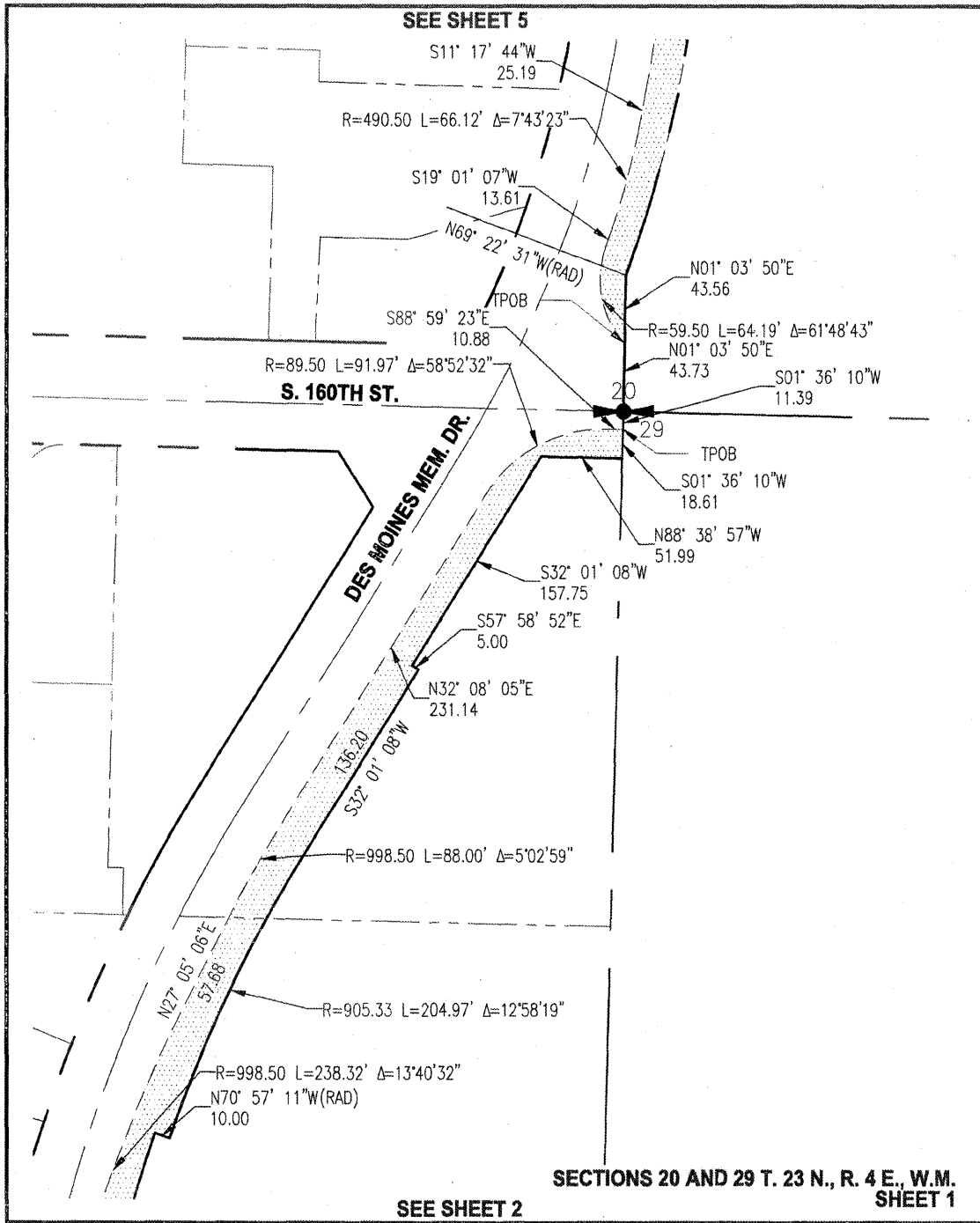
THENCE NORTH 01°01'53" EAST, A DISTANCE OF 400.98 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 37.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°05'38", A DISTANCE OF 63.55 FEET;
THENCE SOUTH 81°52'29" EAST, A DISTANCE OF 8.17 FEET;
THENCE LEAVING SAID BACK OF CURB, SOUTH 08°07'31" WEST, A DISTANCE OF 26.29 FEET, MORE OR LESS, TO THE SOUTH LINE OF SOUTH 156TH STREET;
THENCE NORTH 88°34'19" WEST, A DISTANCE OF 29.49 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, SOUTH 00°53'48" EAST, A DISTANCE OF 204.62 FEET;
THENCE SOUTH 88°56'20" EAST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 01°03'50" WEST, A DISTANCE OF 95.00 FEET;
THENCE NORTH 88°49'00" WEST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 01°03'50" WEST, A DISTANCE OF 106.35 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION FROM SAID EAST LINE OF DES MOINES MEMORIAL DRIVE AND THE NORTH LINE OF SOUTH 157TH PLACE;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°16'51", A DISTANCE OF 41.57 FEET;
THENCE LEAVING SAID NORTH LINE, SOUTH 00°51'12" EAST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID PORTIONS CONTAINING 72,643 SQUARE FEET MORE OR LESS

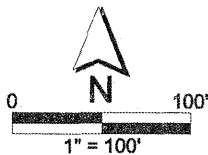


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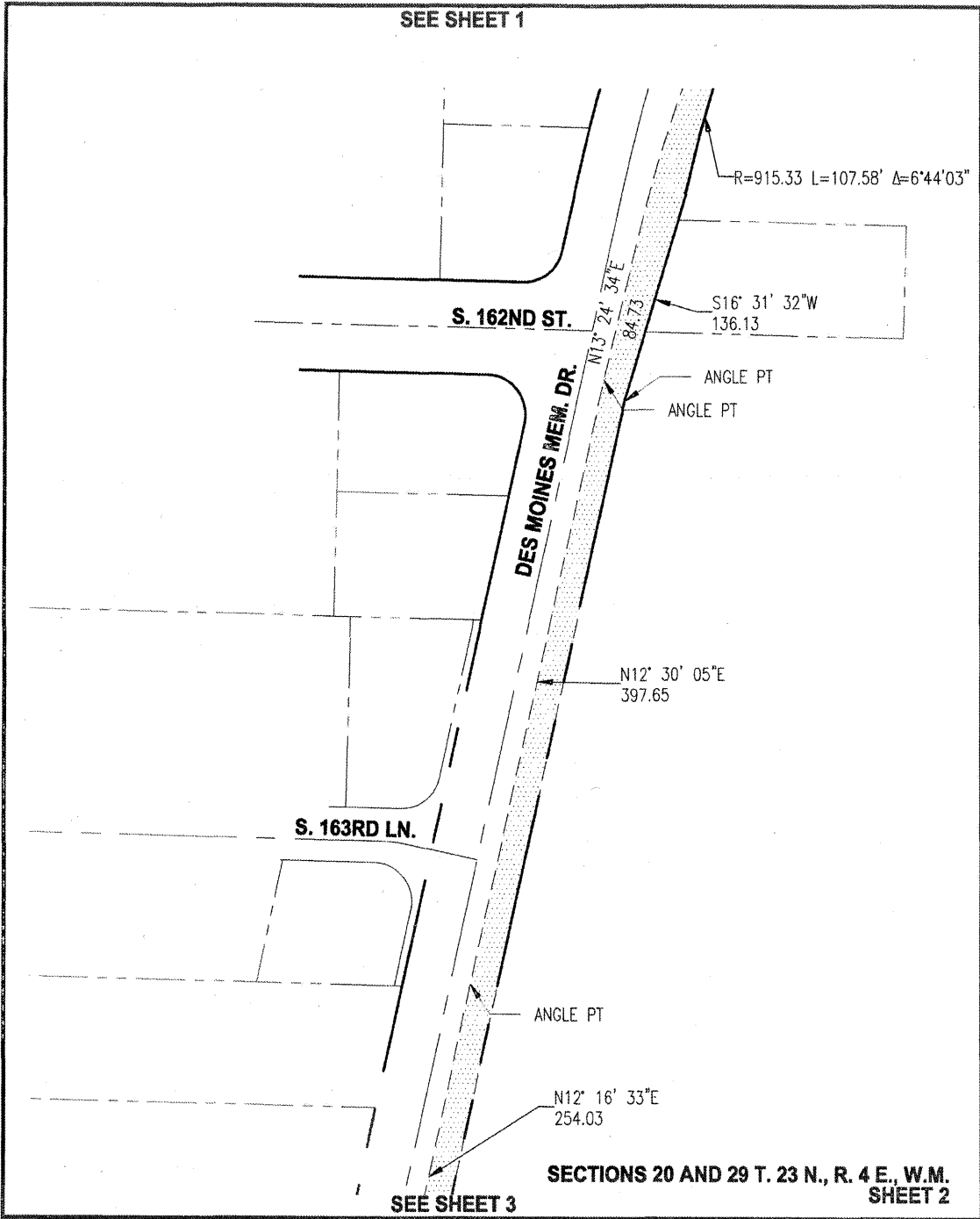
**EXHIBIT B (to Exhibit E)
PERMANENT SIGN EASEMENT AREA
DEPICTION**



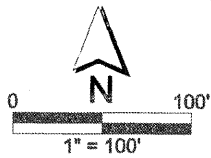
Parametrix DATE: April 21, 2014 FILE: BL5541521084SV-SEATALEGAL



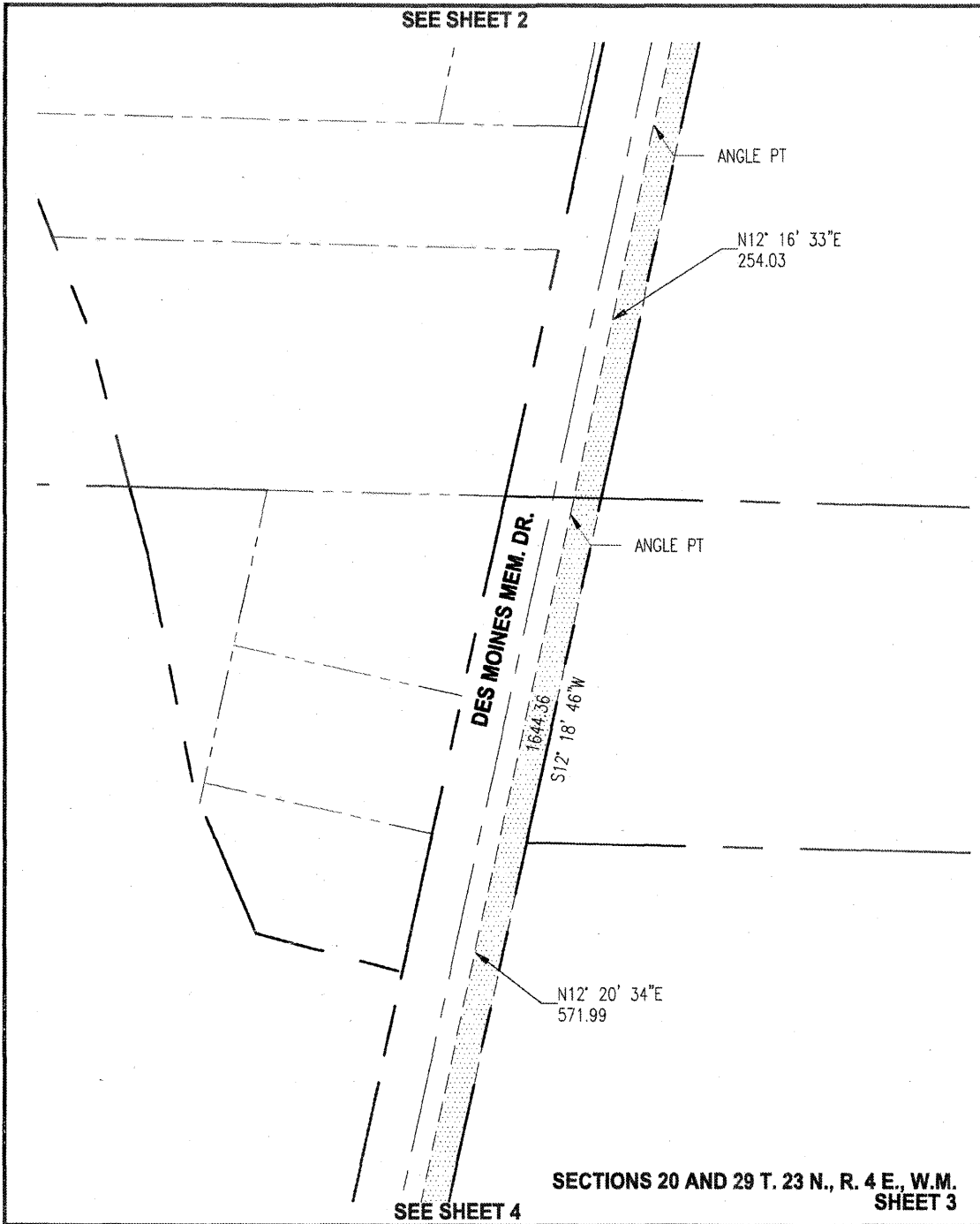
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



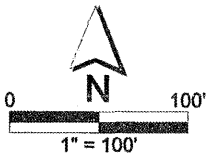
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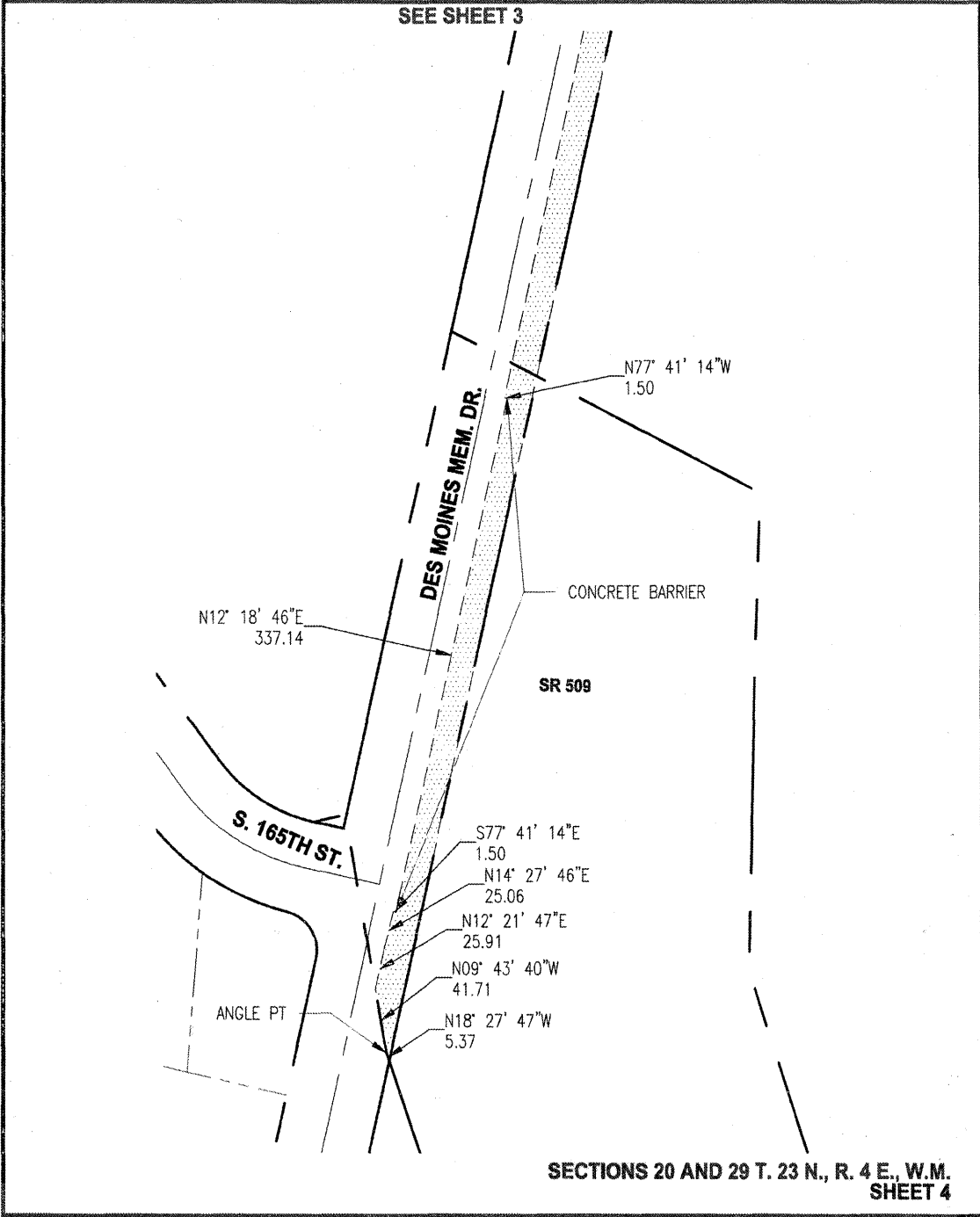
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LEGAL DESCRIPTION
EXHIBIT**



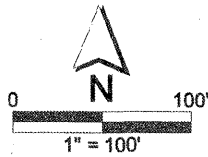
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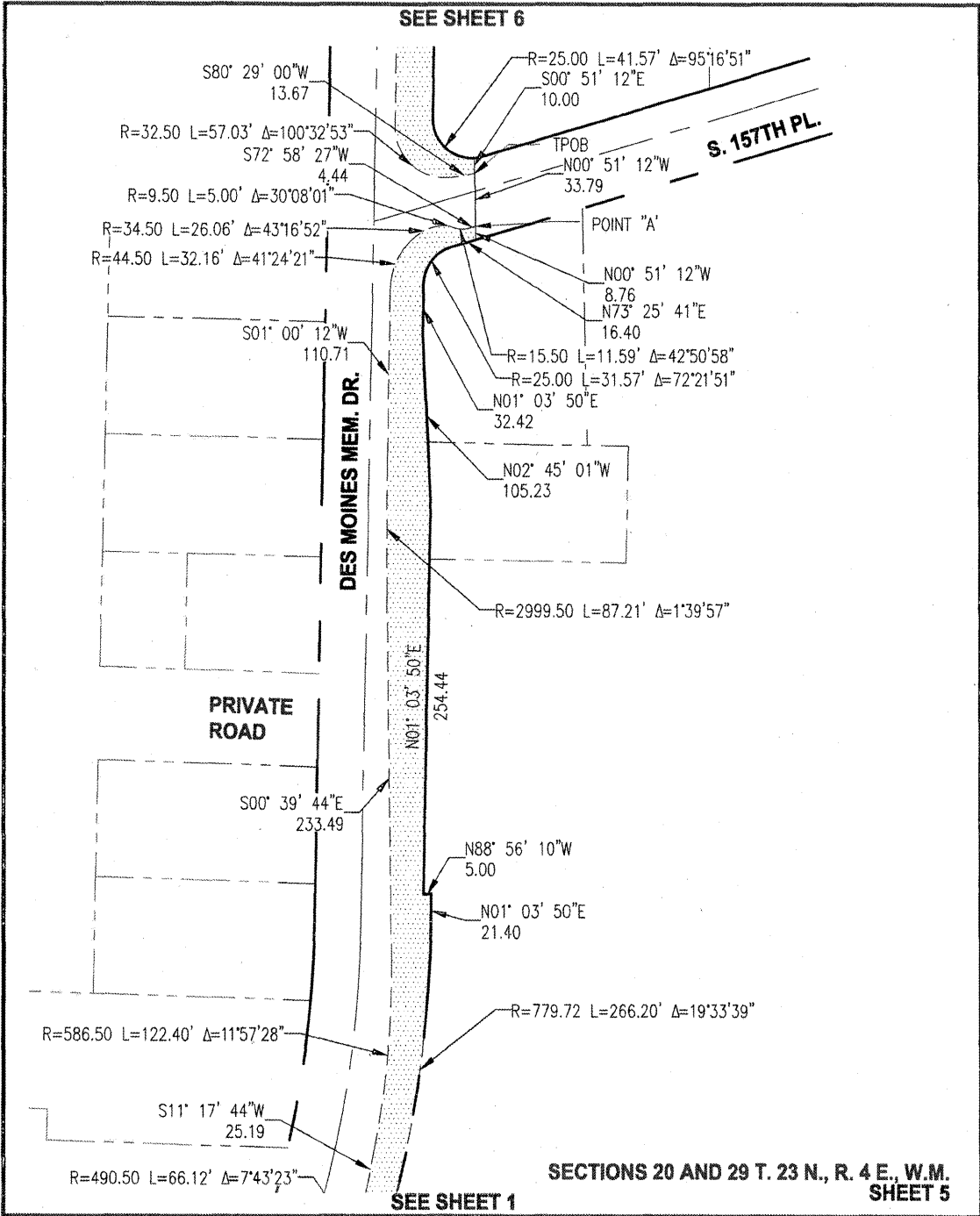
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LEGAL DESCRIPTION
EXHIBIT**



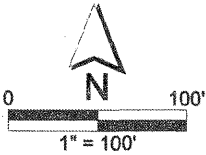
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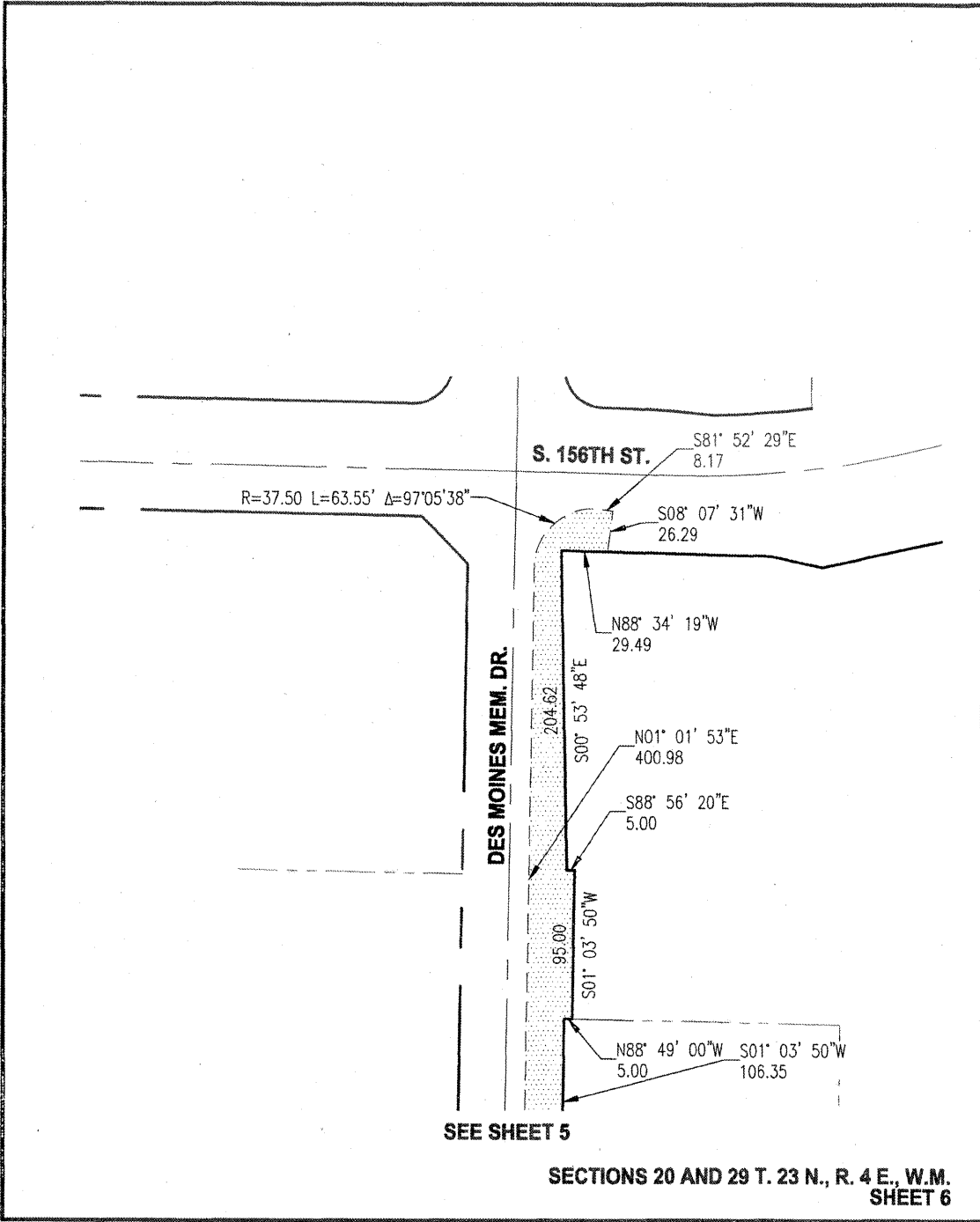
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LEGAL DESCRIPTION
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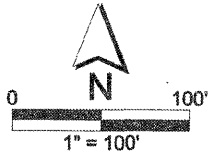
Parametrix DATE: April 21, 2014 FILE: BL5541521084SV-SEATALEGAL



**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



Parametrix DATE: April 21, 2014 FILE: BL5541521084SV-SEATALEGAL



**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**

EXHIBIT F

Form of Quitclaim and Assignment of Easement

Recording Requested By And
When Recorded Mail To:

King County
Department of Natural Resources & Parks
Parks and Recreation Division
201 S. Jackson St., Room 700
Seattle, WA 98104-3855

QUITCLAIM AND ASSIGNMENT

Grantor(s): King County, a political subdivision of the State of Washington
Grantee(s): City of SeaTac, a municipal corporation of the State of Washington

Legal Desc. Abbr: A portion of Des Moines Memorial Drive South located within the
NW ¼ of Sect. 29, the SW ¼ and the SE ¼ of Sect 20, T. 23 N. R. 4 E. W.M.
Assessor's Tax Parcel Nos. : 3846600000, 2923040000, 2023040000.

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, King County, a political subdivision of the State of Washington, ("Grantor"), hereby assigns and quitclaims to the City of SeaTac, a municipal corporation of the State of Washington ("Grantee"), all of Grantor's right, title and interest to the Easement (attached hereto as Exhibit A, which is incorporated herein by this reference) that burdens the property legally described in Exhibit B (attached hereto and incorporated herein by this reference ("Property")).

By accepting assignment and quitclaim of this Easement, Grantee accepts all improvements constructed by Grantor on or within the Property (Improvements) "as is where is", agrees that the Grantor makes no warranty nor representation express or implied regarding the fitness, quality, design and condition, capacity, suitability or performance of the Improvements, and is not responsible for any maintenance, repairs,

SeaTac—King County ILA
Exhibit F
5.22.14

service or defect in the Improvements or the operation and use of the Improvements, and releases Grantor from any and all conditions of said Easement.

Dated this ___ day of _____, 20__.

GRANTOR: KING COUNTY

GRANTEE: CITY OF SEATAC

BY: _____

BY: _____

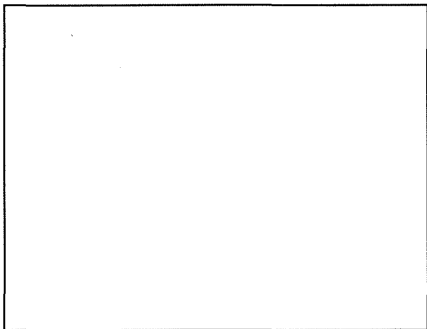
Its _____

Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF SEATAC, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



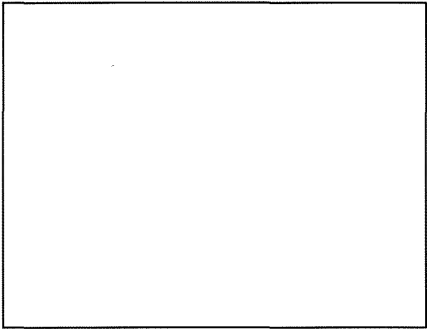
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

**EXHIBIT A (to Exhibit F)
EASEMENT DESCRIPTION**

Landscape Easement

The east half of the northwest quarter of Section 29, Township 23 North, Range 4 East, W.M., in King County, Washington, lying easterly of Des Moines Way, and easterly of State Route 509;

EXCEPT that portion described as follows:

The south 72.30 feet of the north half of the northeast quarter of the northwest quarter, lying east of Des Moines Highway;

EXCEPT that portion thereof lying east of a line described as follows:

Beginning on the south line of the above described property at a point 171 feet west of the southeast corner thereof;

thence north parallel with the east line of the above described property to the north line thereof;

EXCEPT road;

AND

EXCEPT that portion thereof lying within the unrecorded plat of Roland P. Rice Tracts No. 1;

EXCEPT roads;

TOGETHER WITH vacated streets adjoining per City of SeaTac Vacation Ordinance No. 01-1018, recorded under Recording Number 20010907002021.

Slope and Utility Easement

The east half of the northwest quarter of Section 29, Township 23 North, Range 4 East, W.M., in King County, Washington, lying easterly of Des Moines Way, and easterly of State Route 509;

EXCEPT that portion described as follows:

The south 72.30 feet of the north half of the northeast quarter of the northwest quarter, lying east of Des Moines Highway;

EXCEPT that portion thereof lying east of a line described as follows:

Beginning on the south line of the above described property at a point 171 feet west of the southeast corner thereof;

SeaTac—King County ILA

Exhibit F

5.22.14

thence north parallel with the east line of the above described property to the north line thereof;
EXCEPT road;

AND

EXCEPT that portion thereof lying within the unrecorded plat of Roland P. Rice Tracts No. 1;
EXCEPT roads;

TOGETHER WITH vacated streets adjoining per City of SeaTac Vacation Ordinance No. 01-1018, recorded under Recording Number 20010907002021.

EXHIBIT B (to Exhibit F)
LEGAL DESCRIPTION OF PROPERTY

Landscape Easement

That portion of the northwest quarter of Section 29, Township 23 North, Range 4 East, W.M., in King County, Washington described as follows:

Beginning at the intersection of the east line of Des Moines Memorial Drive with the south line of the northeast quarter of the northwest quarter of said section;
thence north $12^{\circ}18'46''$ east, along said east line, a distance of 261.53 feet;
thence south $77^{\circ}41'14''$ east, a distance of 20.00 feet;
thence south $12^{\circ}18'46''$ west, a distance of 185.00 feet;
thence north $77^{\circ}41'14''$ west, a distance of 15.00 feet;
thence south $12^{\circ}18'46''$ west, a distance of 86.03 feet;
thence north $77^{\circ}41'14''$ west, a distance of 5.00 feet to said east line;
thence north $12^{\circ}18'46''$ east, along said east line, a distance of 9.50 feet to the point of beginning.

TOGETHER WITH that portion of said subdivision described as follows:

Commencing at the intersection of the east line of Des Moines Memorial Drive with the south line of the northeast quarter of the northwest quarter of said section;
thence south $12^{\circ}18'46''$ west, along said east line, a distance of 226.62 feet to the True Point of Beginning;
thence continuing south $12^{\circ}18'46''$ west, along said east line, a distance of 337.93 feet;
thence south $77^{\circ}41'14''$ east, a distance of 20.00 feet;
thence north $12^{\circ}18'46''$ east, a distance of 333.23 feet;
thence north $77^{\circ}41'14''$ west, a distance of 15.00 feet;
thence north $12^{\circ}18'46''$ east, a distance of 4.70 feet;
thence north $77^{\circ}41'14''$ west, a distance of 5.00 feet to the True Point of Beginning.

Said portions containing 10,818.32 square feet more or less.

Slope and Utility Easement

Beginning at the intersection of the east line of Des Moines Memorial Drive with the south line of the northeast quarter of the northwest quarter of said section;
thence north $12^{\circ}18'46''$ east, along said east line, a distance of 261.53 feet to the True Point of Beginning;
thence continuing north $12^{\circ}18'46''$ east, a distance of 365.17 feet;
thence north $16^{\circ}31'32''$ east, a distance of 136.13 feet;
thence leaving said east line, south $88^{\circ}40'35''$ east, a distance of 6.72 feet;
thence south $12^{\circ}18'46''$ west, a distance of 113.29 feet;
thence north $77^{\circ}41'14''$ west, a distance of 5.00 feet;
thence south $12^{\circ}18'46''$ west, a distance of 299.32 feet;
thence north $77^{\circ}41'14''$ west, a distance of 5.00 feet to the Point of Beginning.

Said portions containing 2,542.43 square feet more or less.

EXHIBIT G

Form of Bill of Sale

Recording Requested By And
When Recorded Mail To:

King County
Department of Natural Resources & Parks
Parks and Recreation Division
201 South Jackson Street, Room 700
Seattle, WA 98104-3855

QUIT CLAIM BILL OF SALE

Grantor: King County, a political subdivision of the State of Washington
Grantee: The City of SeaTac, a municipal corporation of the State of Washington

Legal Desc. Abbr: A portion of Des Moines Memorial Drive South located within the NW ¼ of Sect. 29, the SW ¼ and the SE ¼ of Sect 20, T. 23 N. R. 4 E. W.M.
Assessor's Tax Parcel Nos. : 3846600000, 2923040000, 2023040000.

This Quit Claim Bill of Sale is made this ___ day of _____, 20__ between King County a political subdivision of the State of Washington (Grantor) and the City of SeaTac, a municipal corporation of the State of Washington ("Grantee") and collectively referred to as the "Parties."

WITNESSETH:

A. On _____, the City and the County entered into an Interagency Agreement in which the County agreed to fund and construct a portion of what is known as Segment B of the Lake to Sound Trail, a segment of trail along Des Moines Memorial Drive extending from South Normandy Road in the City of Burien to 156th Way in the City of SeaTac. The portion of Segment B within the boundaries of the City, subject to the Interagency Agreement, is known as "the Project".

B. The Interagency Agreement provides that, after construction of the Project by the County and recording of a Restrictive Covenant by the City requiring the property on which the trail was built to be used in perpetuity for a Regional Trail, the County will transfer to the City

SeaTac—King County ILA
Exhibit G
5.29.14

ownership of the Project improvements located on or within: (1) the real property within the right of way for Des Moines Memorial Drive (“Right of Way Property”) legally described in Exhibit A attached hereto and incorporated herein ; and (2) real property leased by the City from the Washington State Department of Transportation (WSDOT) on WSDOT right of way for State Route 509 for purposes of the Project (“WSDOT Property”), legally described in Exhibit B attached hereto and incorporated herein.

C. All of the conditions and circumstances set forth in the Interagency Agreement for transfer of ownership of the Project improvements have been met.

NOW THEREFORE, in consideration of the mutual covenants between the Parties recited herein, the receipt and adequacy of which is hereby acknowledged, Grantor hereby absolutely and unconditionally quitclaims, grants, sells, transfers, releases, confirms and delivers to Grantee, all of Grantor’s right, title and interest in and to any and all Project improvements, fixtures, equipment, furnishings, and other tangible property owned by Grantor and located on the property described in Exhibits A and B, including, but not limited to the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage, striping, electrical components, fencing, lighting, base materials, piles, boardwalks, bollards, markers, driveways, covers, frames, railings, retaining walls, rebar, wire fabric, and landscaping (“Improvements”); EXCEPT Grantor does not quitclaim, grant, sell, transfer, release, confirm or deliver to Grantee any of Grantor’s right, title and interest in any improvements on the Right of Way Property installed by Grantor pursuant to the Permanent Sign Easement entered into between the City of SeaTac and King County, recorded in the records of King County under recording No. _____.

The Grantor and Grantee agree that the transfer and sale of the Improvements is “as is where is” and that the Grantor makes no warranty nor representation express or implied regarding the fitness, quality, design and condition, capacity, suitability or performance of the Improvements and is not responsible for any maintenance, repairs, service or defect in the Improvements or the operation and use of the Improvements.

The Grantee agrees to release, protect, defend, indemnify and save harmless the Grantor, its officers, officials, and employees while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, of whatsoever kind (“Claims”) relating to, arising out of, or in connection with or incident to the use by any person of the Improvements that occur on or after the effective date of this Quit Claim Bill of Sale.

Dated this ___ day of _____, 20__.

GRANTOR: KING COUNTY

GRANTEE: CITY OF SEATAC

BY: _____

BY: _____

Its _____

Its _____

STATE OF WASHINGTON)
)SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that ___he signed this instrument, on oath stated that ___he is authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the
State of Washington

Residing at _____

My appointment expires _____

STATE OF WASHINGTON)
)SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that ___he signed this instrument, on oath stated that ___he is authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the
State of Washington

Residing at _____

My appointment expires _____

EXHIBIT A (to Exhibit G)
LEGAL DESCRIPTION OF PROPERTY

11 4

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29, THENCE SOUTH $01^{\circ}36'10''$ WEST, ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 11.39 FEET TO A POINT AT THE BACK OF CURB OR EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $01^{\circ}36'10''$ WEST, A DISTANCE OF 18.61 FEET MORE OR LESS TO THE SOUTH LINE OF SOUTH 160TH STREET;

THENCE ALONG SAID SOUTH LINE, NORTH $88^{\circ}38'57''$ WEST, A DISTANCE OF 51.99 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;

THENCE ALONG SAID EAST LINE, SOUTH $32^{\circ}01'08''$ WEST, A DISTANCE OF 157.75 FEET;

THENCE SOUTH $57^{\circ}58'52''$ EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH $32^{\circ}01'08''$ WEST, A DISTANCE OF 136.20 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 905.33 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $12^{\circ}58'19''$, A DISTANCE OF 204.97 FEET;

THENCE NORTH $70^{\circ}57'11''$ WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 915.33 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH $70^{\circ}57'11''$ EAST;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $06^{\circ}44'03''$, A DISTANCE OF 107.58 FEET;

THENCE SOUTH $16^{\circ}31'32''$ WEST A DISTANCE OF 136.13 FEET;

THENCE SOUTH $12^{\circ}18'46''$ WEST, A DISTANCE OF 1644.36 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF SR 509;

THENCE LEAVING SAID EAST LINE, ALONG SAID SOUTH LINE, NORTH $18^{\circ}27'47''$ WEST, A DISTANCE OF 5.37 FEET;

THENCE NORTH $09^{\circ}43'40''$ WEST, A DISTANCE OF 41.71 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID SOUTH LINE AND THE BACK OF CURB;

THENCE ALONG SAID BACK OF CURB, NORTH $12^{\circ}21'47''$ EAST, A DISTANCE OF 25.91 FEET;

THENCE NORTH $14^{\circ}27'46''$ EAST, A DISTANCE OF 25.06 FEET MORE OR LESS TO THE BEGINNING OF A CONCRETE BARRIER;

THENCE SOUTH $77^{\circ}41'14''$ EAST, A DISTANCE OF 1.50 FEET, MORE OR LESS TO THE BACK OF SAID CONCRETE BARRIER;

THENCE ALONG THE BACK OF SAID BACK OF BARRIER, NORTH $12^{\circ}18'46''$ EAST, A DISTANCE OF 337.14 FEET, MORE OR LESS, TO THE END OF SAID BARRIER;

THENCE NORTH $77^{\circ}41'14''$ WEST, A DISTANCE OF 1.50 FEET, MORE OR LESS, TO THE BACK OF CURB;

THENCE ALONG SAID BACK OF CURB, NORTH $12^{\circ}20'34''$ EAST, A DISTANCE OF 571.99 FEET;

THENCE NORTH 12°16'33" EAST, A DISTANCE OF 254.03 FEET;
THENCE NORTH 12°30'05" EAST, A DISTANCE OF 397.65 FEET;
THENCE NORTH 13°24'34" EAST, A DISTANCE OF 84.73 FEET TO THE BEGINNING OF
A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 998.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°40'32", A
DISTANCE OF 238.32 FEET;
THENCE NORTH 27°05'06" EAST, A DISTANCE OF 57.68 FEET TO THE BEGINNING OF
A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 998.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°02'59", A
DISTANCE OF 88.00 FEET;
THENCE NORTH 32°08'05" EAST, A DISTANCE OF 231.14 FEET TO THE BEGINNING
OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 89.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°52'32", A
DISTANCE OF 91.97 FEET;
THENCE SOUTH 88°59'23" EAST, A DISTANCE OF 10.88 FEET TO THE TRUE POINT OF
BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP
23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF
SAID SECTION 20;
THENCE NORTH 01°03'50" EAST ALONG THE EAST LINE OF SAID SOUTHWEST
QUARTER, A DISTANCE OF 43.73 FEET TO A POINT AT THE BACK OF CURB OR
EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°03'50" EAST, A DISTANCE OF 43.56 FEET A POINT
ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING
THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, SAID
CURVE HAVING A RADIUS OF 779.72 FEET, FROM WHICH A RADIAL LINE BEARS
NORTH 69°22'31" WEST;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°33'39", A
DISTANCE OF 266.20 FEET;
THENCE NORTH 01°03'50" EAST, A DISTANCE OF 21.40 FEET;
THENCE NORTH 88°56'10" WEST, A DISTANCE OF 5.00 FEET;
THENCE NORTH 01°03'50" EAST, A DISTANCE OF 254.44 FEET;
THENCE NORTH 02°45'01" WEST, A DISTANCE OF 105.23 FEET;
THENCE NORTH 01°03'50" EAST, A DISTANCE OF 32.42 FEET TO THE BEGINNING OF
A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION BETWEEN SAID EAST
LINE OF DES MOINES MEMORIAL DRIVE AND THE SOUTH LINE OF SOUTH 157TH
PLACE;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°21'51", A
DISTANCE OF 31.57 FEET;
THENCE NORTH 73°25'41" EAST, ALONG THE SOUTH LINE OF SOUTH 157TH PLACE,
A DISTANCE OF 16.40 FEET;

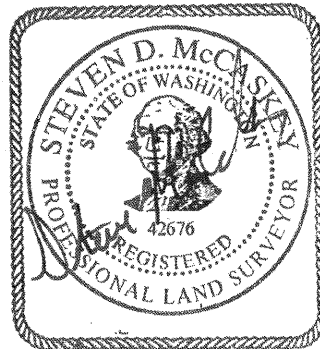
THENCE LEAVING SAID SOUTH LINE, NORTH 00°51'12" WEST, A DISTANCE OF 8.76 FEET MORE OR LESS TO A POINT "A", SAID POINT BEING AT THE BACK OF CURB OR EXTENSION THEREOF;
THENCE ALONG SAID BACK OF CURB, SOUTH 72°58' 27" WEST A DISTANCE OF 4.44 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH, SAID CURVE HAVE A RADIUS OF 15.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°50'58", A DISTANCE OF 11.59 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 9.50 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°08'01", A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°16'52", A DISTANCE OF 26.06 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 44.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°24'21", A DISTANCE OF 32.16 FEET;
THENCE SOUTH 01°00'12" WEST, A DISTANCE OF 110.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 2999.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°39'57", A DISTANCE OF 87.21 FEET;
THENCE SOUTH 00°39'44" EAST, A DISTANCE OF 233.49 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 586.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°57'28", A DISTANCE OF 122.40 FEET;
THENCE SOUTH 11°17'44" WEST, A DISTANCE OF 25.19 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 490.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°43'23", A DISTANCE OF 66.12 FEET;
THENCE SOUTH 19°01'07" WEST, A DISTANCE OF 13.61 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 59.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°48'43", A DISTANCE OF 64.19 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

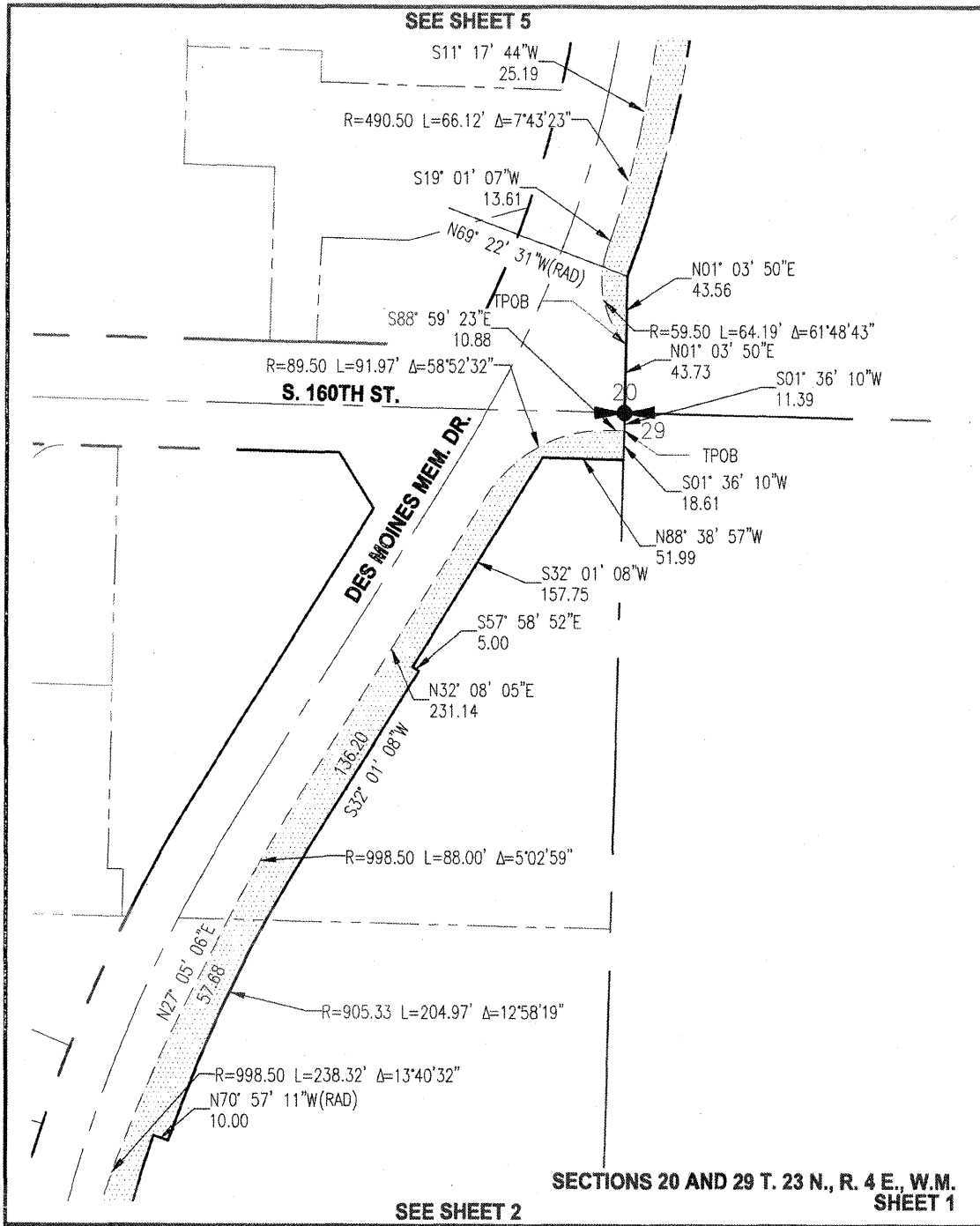
COMMENCING AT SAID POINT "A", THENCE NORTH 00°51'12" WEST, A DISTANCE OF 33.79 FEET, MORE OR LESS, TO A POINT AT THE BACK OF CURB OR EXTENTION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID BACK OF CURB, SOUTH 80°29'00 WEST, A DISTANCE OF 13.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 32.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 100°32'53", A DISTANCE OF 57.03 FEET;

THENCE NORTH 01°01'53" EAST, A DISTANCE OF 400.98 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 37.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°05'38", A DISTANCE OF 63.55 FEET;
THENCE SOUTH 81°52'29" EAST, A DISTANCE OF 8.17 FEET;
THENCE LEAVING SAID BACK OF CURB, SOUTH 08°07'31" WEST, A DISTANCE OF 26.29 FEET, MORE OR LESS, TO THE SOUTH LINE OF SOUTH 156TH STREET;
THENCE NORTH 88°34'19" WEST, A DISTANCE OF 29.49 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, SOUTH 00°53'48" EAST, A DISTANCE OF 204.62 FEET;
THENCE SOUTH 88°56'20" EAST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 01°03'50" WEST, A DISTANCE OF 95.00 FEET;
THENCE NORTH 88°49'00" WEST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 01°03'50" WEST, A DISTANCE OF 106.35 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION FROM SAID EAST LINE OF DES MOINES MEMORIAL DRIVE AND THE NORTH LINE OF SOUTH 157TH PLACE;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°16'51", A DISTANCE OF 41.57 FEET;
THENCE LEAVING SAID NORTH LINE, SOUTH 00°51'12" EAST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

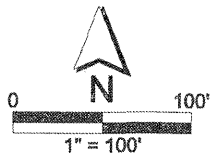
SAID PORTIONS CONTAINING 72,643 SQUARE FEET MORE OR LESS



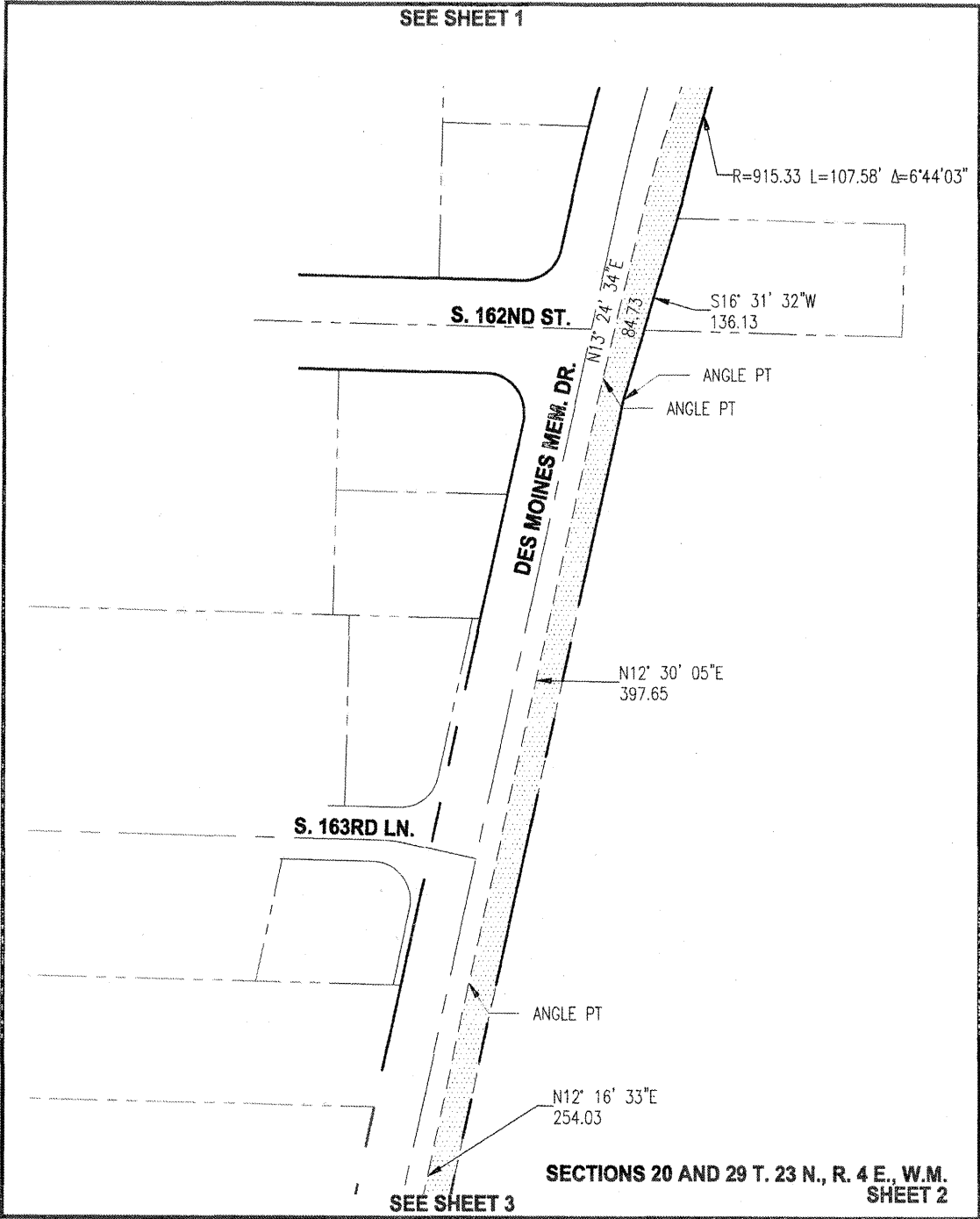
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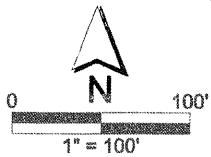
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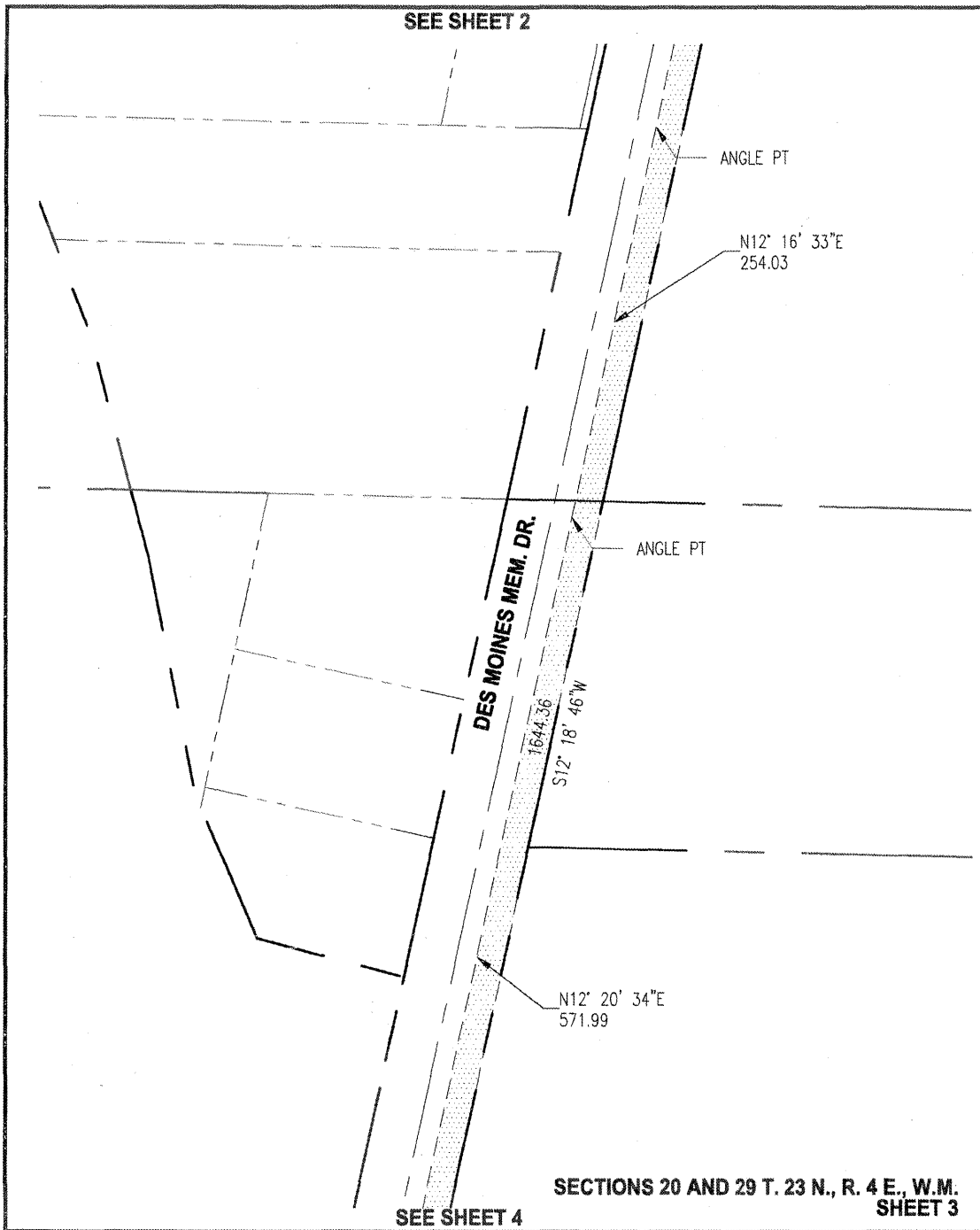
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



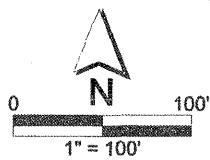
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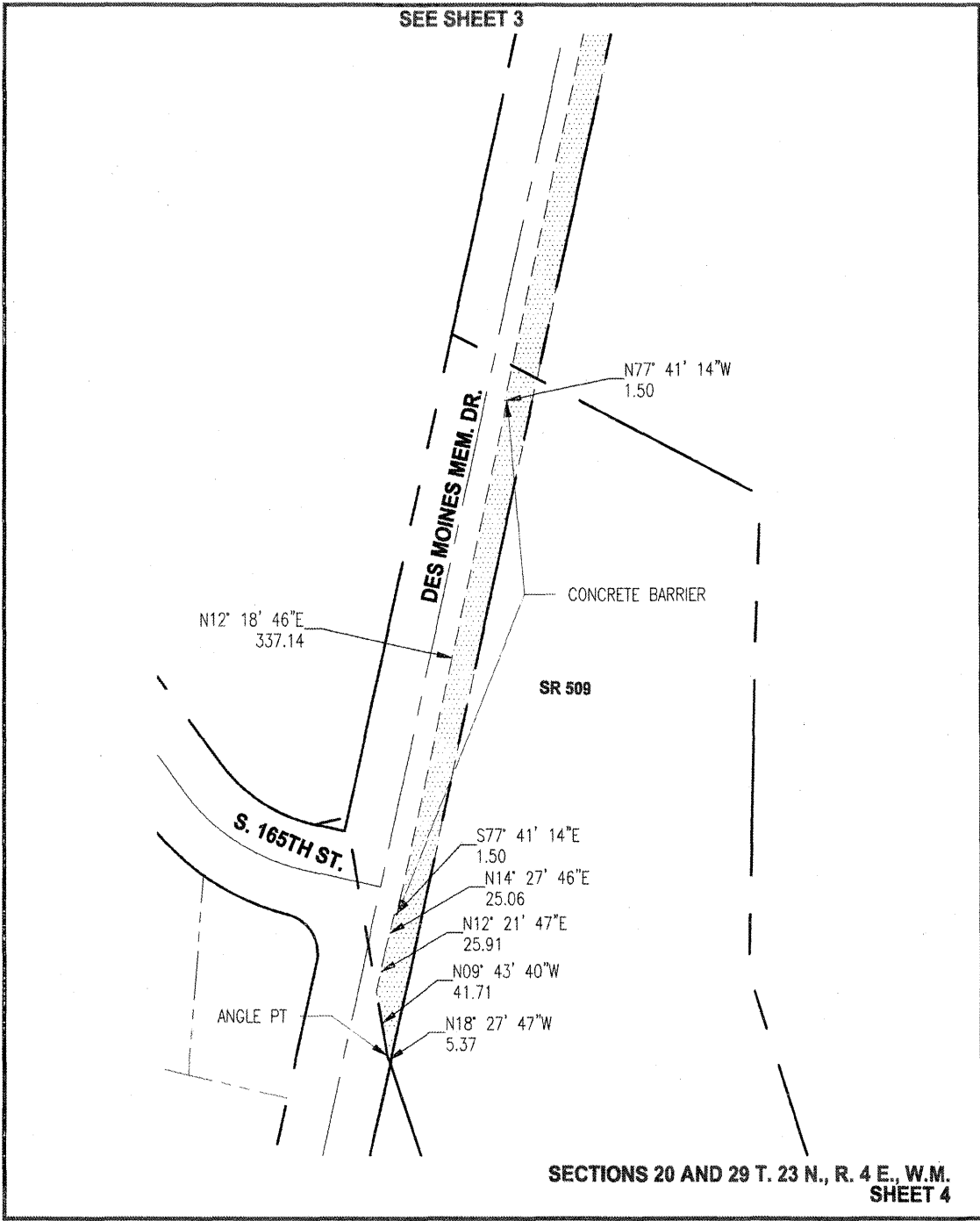
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



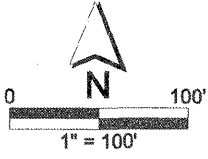
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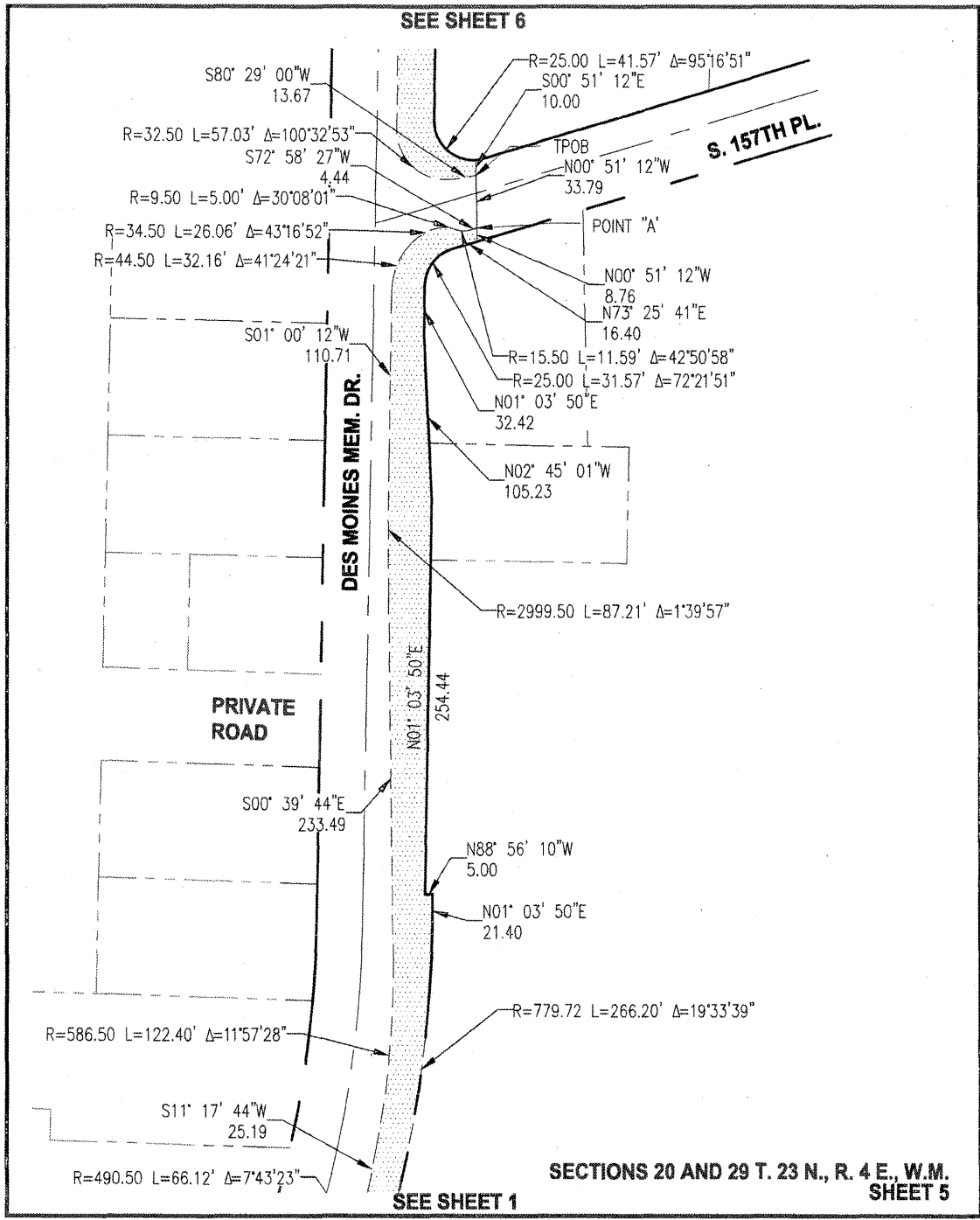
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



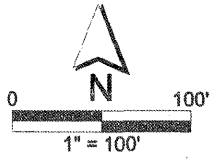
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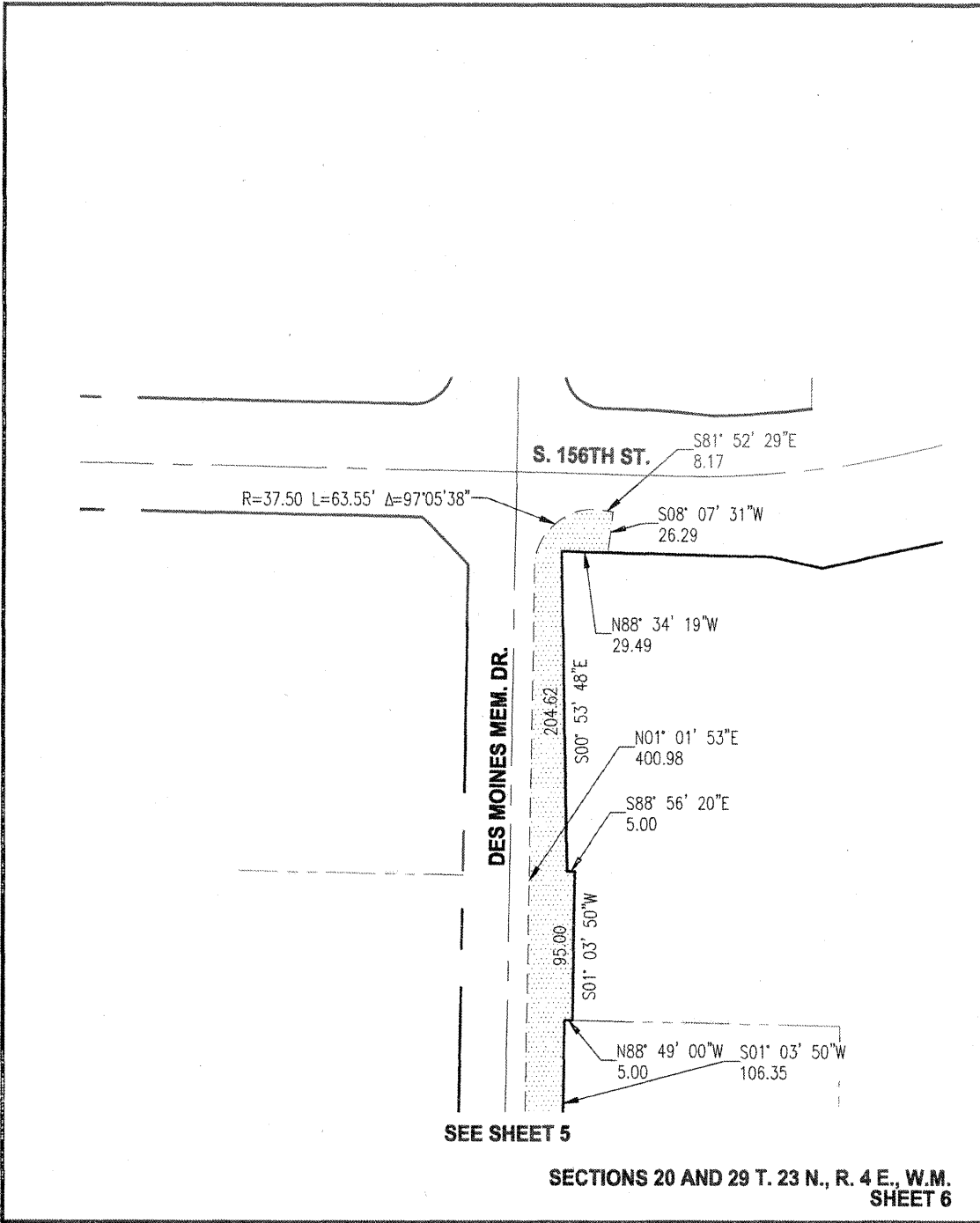
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



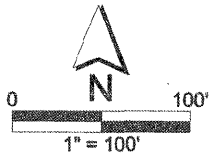
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**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



Parametrix DATE: April 21, 2014 FILE: BL5541621084SV-SEATALEGAL



**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**

EXHIBIT B (to Exhibit G)
LEGAL DESCRIPTION OF WSDOT PROPERTY

THAT PORTION OF STATE ROUTE 509 LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH 88°45'34" WEST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 399.38 FEET TO A POINT AT STATION 937+35.17 ON THE CENTERLINE OF SR-509 AS SHOWN ON WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS, SR 509, MP 19.43 TO MP 23.87, SR 516 TO DES MOINES WAY SOUTH;

THENCE NORTH 20°31'46" WEST, A DISTANCE OF 574.02 FEET TO A POINT AT CENTERLINE STATION 943+09.19, SAID POINT BEING AT THE EAST MARGIN OF DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING SOUTH 20°31'46" EAST, A DISTANCE OF 55.81 FEET FROM CENTERLINE STATION 943+65 BEING THE END OF THE ABOVE DESCRIBED RIGHT OF WAY PLAN AND CENTERLINE STATION 81+15 AT THE BEGINNING OF WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS, SR 509, MP 23.87 TO MP 25.58, DES MOINES WAY SO. TO SO. 140TH ST., SAID CENTERLINE CONTINUING ON SAID BEARING WITH INCREASING STATIONING, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 12°18'46" EAST, ALONG SAID EAST MARGIN, A DISTANCE OF 233.44 FEET TO A POINT ON THE NORTHLY MARGIN OF SAID SR-509, SAID POINT BEING 126.60 FEET RIGHT OF STATION 82+55.32;

THENCE NORTH 62°32'39" WEST, ALONG SAID NORTHLY MARGIN, A DISTANCE OF 23.31 FEET TO A POINT LYING 111.00 FEET RIGHT OF STATION 82+72.64;

THENCE LEAVING SAID NORTHLY MARGIN, SOUTH 12°18'46" WEST, A DISTANCE OF 402.22 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SAID SR-509, SAID POINT ALSO BEING 107.13 FEET LEFT OF STATION 941+84.71;

THENCE SOUTH 09°43'40" EAST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 52.64 FEET TO A POINT 117.00 FEET LEFT OF STATION 941+33;

THENCE SOUTH 18°27'47" EAST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 5.37 FEET TO A POINT 117.19 FEET LEFT OF STATION 941+27.64, SAID POINT ALSO BEING AT SAID EAST MARGIN OF DES MOINES MEMORIAL DRIVE;

THENCE, NORTH 12°18'46" EAST, ALONG SAID EAST MARGIN, A DISTANCE OF 216.09 FEET TO THE POINT OF BEGINNING.

SAID PORTION CONTAINING 9,603 SQUARE FEET MORE OR LESS



SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3597

TITLE: A Motion authorizing final acceptance of the South 188th Street Overlay Project.

May 27, 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:	RCM 06/24/2014
Ord/Res Exhibits:	
Review Dates:	CSS 06/10/2014
Prepared By:	Toli Khlevnoy, Civil Engineer 2
Director:	<i>Shannon W. [Signature]</i> City Attorney: <i>Mary Miriam [Signature]</i>
Finance:	<i>[Signature]</i> BARS #: 102.11.595.30.63.200
City Manager:	<i>Tosh [Signature]</i> Applicable Fund Name: Street Fund (102)

[Handwritten initials]

SUMMARY: This Motion formally accepts the construction of the South 188th Street Overlay Project.

DISCUSSION / ANALYSIS / ISSUES: The subject construction contract was awarded on August 13, 2013 to Icon Materials in the amount of \$730,406.50. Council approved a total construction budget authorization, including a 10% contingency, materials testing, and inspection overtime of \$813,447.15. Construction began on August 29, 2013 and was complete on March 13, 2014. The project replaced pavement surface and retrofitted sidewalk ramps in compliance with American with Disabilities Act (ADA) standards. Icon Materials has completed all of the contractual requirements for final acceptance.

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

FISCAL IMPACT: The actual expenditures total \$801,418.62, which is \$12,028.53 under the authorized expenditures.

<u>Expenditure</u>	<u>Authorized</u>	<u>Actual</u>
Construction Contract	\$730,406.50	\$730,406.50
Contingency (10%)	\$73,040.65	\$60,369.19
Materials Testing (King County)	\$5,000	\$8,423.82
Inspection Overtime	\$5,000	\$2,219.11
Total Expenditure	\$813,447.15	\$801,418.62
<u>Funding</u>	<u>Budget</u>	<u>Actual</u>
City Street Fund 102	\$228,447.15	\$216,418.62
Federal STP Fund	\$585,000.00	\$585,000.00
Total revenue	\$813,447.15	\$801,418.62

ALTERNATIVE(S): Do not grant final acceptance to the project; however Washington State Law requires eventual acceptance.

ATTACHMENTS: None

SeaTac City Council
REQUEST FOR COUNCIL ACTION
Department Prepared by: Parks and Recreation

Agenda Bill #: 3621

TITLE: A Resolution to increase Parks and Recreation facility and sports field rental fees on the City's Schedule of Fees.

May 30, 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: <u>RCM 06/24/2014</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 06/10/2014</u>	
Prepared By: <u>Lawrence Ellis, Assistant Parks and Recreation Director</u>	
Director:	City Attorney: <u>Mary Miriam Barbo</u>
Finance:	BARS #: <u>Various Revenue Accounts</u>
City Manager:	Applicable Fund Name: <u>General Fund</u>

SUMMARY: This Resolution is to increase the Parks and Recreation facility rental and sports field rental fees on the City's Schedule of Fees. Adoption of this Resolution will increase the fees beginning in 2015.

DISCUSSION / ANALYSIS / ISSUES: In 2003, the Parks and Recreation Department established a range of fees for the recreation programs, sport fields and facility rentals that were adopted by the City Council. In 2015, several of the existing fees will exceed the maximum amount of the fee range. The proposed fees will be another fee range that will cover the next five to seven years. Recreation programs and sport field fees are reviewed annually and they're determined if a fee increase will be implemented. The fee range allows staff the flexibility to adjust fees over that period of time to accommodate the increased cost of maintenance and operation of the facilities. These proposed fee increases are for the SeaTac Community Center banquet room, picnic shelters at Angle Lake and North SeaTac Parks, the performing stage at Angle Lake Park and sport field rentals at Valley Ridge, Sunset and North SeaTac Parks.

The banquet room is a very popular room rental for large events such as wedding receptions, anniversaries and the room is usually reserved 45 weekends annually. With the addition of three new picnic shelters at Angle Lake Park in 2013, the number of rentals has increased by 66% in 2014. Picnic shelter rentals usually begin in May and conclude the end of September. With the installation of synthetic surface in 2007, the Valley Ridge sport field has experienced an increase of scheduled activities by 300%. These fields are scheduled throughout the year by local and statewide sport organizations. These proposed fees are very competitive with cities throughout the Puget Sound area (please see attachments).

The current fee schedule for the recreation programs (i.e. Summer Day Camps, Sports, Classes, Special Events and After School Program) does not exceed the maximum amount so no changes are being requested at this time.

Below are the proposed rental fees for the SeaTac Community Center banquet room, picnic shelters, performing stage and Valley Ridge Community Center and sport fields.

<u>Facility</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Banquet Room		
Resident	\$80/hour	\$85-125/hour
Non-resident	\$90/hour	\$95-135/hour
Shelter A and B (includes North SeaTac Park and performing stage)		
Resident	\$70/all day	\$90-120/all day
Non-resident	\$85/all day	\$125-155/all day
Shelter C		
Resident	\$70/all day	\$110-140/all day
Non-resident	\$85/all day	\$150-180/all day
Shelter D		
Resident	NA	\$50-80/all day
Non-resident	NA	\$75-105/all day
Valley Ridge Community Center		
Resident	\$35/hour	\$40-70/hour
Non-resident	\$45/hour	\$50-80/hour
Sports Field - North SeaTac Park/Weekend		
Softball/Tournament (2 day)	\$650/adult \$550/youth	\$700-900/adult \$575-700/youth
Softball/Tournament (1 day)	\$550/adult \$425/youth	\$600-800/adult \$450-600/youth
Sports Field – Valley Ridge Park		
Tournament/Daily Fee	\$1,000/adult \$1,000/youth	\$1,050-1,200/adult \$1,050-1,200/youth
Portable mounds/field	\$50/adult \$50/youth	\$60-100/adult \$60-100/youth
Portable fencing/field	\$100/adult \$100/youth	\$110-150/adult \$110-150/youth
Baseball/Softball/Soccer		
Practice	\$42.50/adult \$6/youth	\$45-60/adult \$7-10/youth
Games	\$42.50 \$10/youth	\$45-60/adult \$11-15/youth
Grass Field Only		
Practice	\$14/adult \$6/youth	\$15-21/adult \$7-10/youth
Games	\$25/adult \$10/youth	\$26-32/adult \$11-15/youth

Sports Field – Sunset Park

Baseball/Softball/Soccer

Practice	\$14/adult	\$15-21/adult
	\$6/youth	\$7-10/youth
Games	\$25/adult	\$26-32/adult
	\$10/youth	\$11-15/youth

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

FISCAL IMPACT: The increase will generate more fee revenue.

ALTERNATIVE(S):

- Remand back to staff for further work.
- Do not adopt increase of fees.

ATTACHMENT(S): Facility and sport field rental fee comparison with other cities.

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington amending the City of SeaTac Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services.

WHEREAS, the City Council has, by Resolution, previously adopted a City of SeaTac Schedule of Fees, Permit Fees, and Other Charges for City services; and

WHEREAS, amendment of existing fees for Parks and Recreation is needed;

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

WASHINGTON HEREBY RESOLVES as follows:

The City Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services related to Parks and Recreation is hereby amended to read as follows:

PARKS AND RECREATION:

<u>Community Center</u>	<u>Resident</u>	<u>Non-Resident</u>
Facility Rental-Banquet Room	\$6085.00- \$125.00/hour	\$7095.00- \$135.00/hour
<u>Shelter A and B (includes North SeaTac Park and performing stage)</u>	<u>\$90-120/all day</u>	<u>\$125-155/all day</u>
<u>Shelter C</u>	<u>\$110-140/all day</u>	<u>\$150-180/all day</u>
<u>Shelter D</u>	<u>\$50-80/all day</u>	<u>\$75-105/All day</u>
Facility Rental-Gymnasium	\$50.00-60.00/hour	\$75.00-85.00/hour
Facility Rental-Multipurpose Room	\$7.50-17.50/hour	\$10.00-20.00/hour
Facility Rental-Arts/Crafts	\$5.00-50.00/hour	\$20.00-60.00/hour
Staff Rental	\$18.00-25.00/hour	\$18.00-25.00/hour
Drop-In Aerobics	\$2.00-10.00	\$2.00-10.00
Weight Room	\$2.00-6.00	\$2.00-6.00
Weight Room (monthly)	\$20.00-30.00	\$20.00-30.00
Shower	\$2.00	\$2.00
<u>Valley Ridge Community Center</u>	<u>\$40-70/hour</u>	<u>\$50-80/hour</u>
<u>Picnic Shelter Rental/Stage</u>	<u>\$55.00-70.00</u>	<u>\$70.00-80.00</u>
<u>Field/Lighting</u>	<u>Resident</u>	<u>Non-Resident</u>
Application Fee	\$7.00-10.00	\$7.00-10.00

Practice Fee	\$6.00-11.00	\$6.00-11.00
Game Fee	\$14.00-30.00	\$14.00-30.00
Tournament Fee		
—Weekend	\$500.00	\$600.00
—Per Day	\$400.00	\$500.00
Lights—	\$14.00-20.00/hour	\$14.00-20.00/hour
North SeaTac Park Practice & Games		
—Ballfield		\$115.00 per game
—Soccer		\$45.00 per game

Synthetic Turf Fields

Fees for use of Synthetic Fields will not exceed \$65.00 per hour for adult use, \$40.00 per hour for youth use, and \$20.00 per hour for SeaTac youth leagues with at least 51% SeaTac Residents.

Sports Field – North SeaTac Park/Weekend

Softball/Tournament (1 day)	\$600-800/adult	\$450-600/youth
Softball.Tournament (2 day)	\$700-900/adult	\$575-700/youth

Sports Field – Valley Ridge Park

Tournament/Daily Fee	\$1,050-1,200/adult	\$1,050-1,200/youth
Portable mounds/field	\$60-100/adult	\$60-100/youth
Portable fencing/field	\$110-150/adult	\$110-150/youth
Baseball/softball/soccer		
Practice	\$45-60/adult	\$7-10/youth
Games	\$45-60/adult	\$11-15/youth

Grass Field Only

Practice	\$15-21/adult	\$7-10/youth
Games	\$26-32/adult	\$11-15/youth

Sports Field – Sunset Park

Baseball/softball/soccer		
Practice	\$15-21/adult	\$7-10/youth
Games	\$26-32/adult	\$11-15/youth

Recreation Programs

Recreation Programs are designated by major category with a fee range. Fees for specific programs will vary within the range indicated, based on the number of participants, duration of program, instruction costs and operational supplies.

Sport Classes	\$9.00-615.00
Recreation Classes	\$8.00-205.00
Senior Programs	\$7.50-94.00

Teen Programs	\$10.00-100.00
Camp Programs	\$5.00-155.00
Special Events	\$5.00-91.00

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

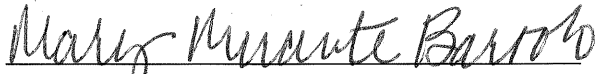
CITY OF SEATAC

Mia Gregerson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Fee Schedule Amendment - Parks]

Sport Field - Fee Comparisons

	SeaTac		Auburn	Bothell	Mercer Island	Redmond
	Current Fee	Proposed Range				
North SeaTac Park/Weekend						
Adult Softball Tournament (2 day)	\$ 650	\$700-900	\$ 1,300	\$ 1,872		
Youth Softball Tournament (2 day)	\$ 550	\$575-700	\$ 1,000	\$ 960		
Adult Softball Tournament (1 day)	\$ 550	\$600-800	\$ 900	\$ 936		
Youth Softball Tournament (1 day)	\$ 425	\$450-600	\$ 700	\$ 480		
Valley Ridge Park						
Adult Tournament (Daily fee)	\$ 1,000	\$1,050-1,200	\$ 900			
Youth Tournament (Daily fee)	\$ 1,000	\$1,050-1,200	\$ 700			
Portable mounds (per field)	\$ 50	\$60-100				
Portable fencing (per field)	\$ 100	\$110-150				
Synthetic Turf (baseball, softball, soccer)						
Adult Practice	\$ 42.50	\$45-60	\$ 50	\$ 55	\$ 60	\$ 56
Youth Practice	\$ 6	\$7-10	\$ 40	\$ 28	\$ 30	\$ 49
Adult Games	\$ 42.50	\$45-60	\$ 50	\$ 55	\$ 60	\$ 56
Youth Games	\$ 10	\$11-15	\$ 40	\$ 28	\$ 30	\$ 49
Grass Turf (baseball, softball, soccer)						
Adult Practice	\$ 14	\$15-21	\$ 30	\$ 39	\$ 25	\$ 42
Youth Practice	\$ 6	\$7-10	\$ 30	\$ 20	\$ 15	\$ 35
Adult Games	\$ 25	\$26-32	\$ 30	\$ 39	\$ 25	\$ 42
Youth Games	\$ 10	\$11-15	\$ 30	\$ 20	\$ 15	\$ 35
Sunset Park						
Grass Turf (baseball, softball, soccer)						
Adult Practice	\$ 14	\$15-21	\$ 30	\$ 39	\$ 25	\$ 42
Youth Practice	\$ 6	\$7-10	\$ 30	\$ 20	\$ 15	\$ 35
Adult Games	\$ 25	\$26-32	\$ 30	\$ 39	\$ 25	\$ 42
Youth Games	\$ 10	\$11-15	\$ 30	\$ 20	\$ 15	\$ 35

Auburn - Daily Tournament fee includes 2 fields. SeaTac fee includes 3 fields.

FACILITY FEE COMPARISONS


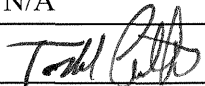
Facility	Burien Current	Des Moines Current	Tukwila Current	SeaTac Current	SeaTac Proposed
Banquet Room					
Resident fee	\$85/hour	120/hour	83/hour	80/hour	85/hour
Non-resident fee	\$90/hour	150/hour	100/hour	90/hour	95/hour
Square footage	3000	4,500	2800	2600	
Capacity	200	220	200	200	
Minimal hours	5	8	10	8	
Gymnasium					
Resident	NA	40/hour	40/hour	43/hour	45/hour
Non-resident	NA	40/hour	48/hour	50/hour	55/hour
Picnic shelter					
Resident	\$125	90	90		
Non-resident	\$145	100	150		
Hours	All day	All day	All day	All day	All day
<i>Shelter A and B (including North SeaTac Park)</i>					
Resident				70	90
Non-resident				85	125
<i>Shelter C</i>					
Resident				70	110
Non-resident				85	150
<i>Shelter D</i>					
Resident				NA	50
Non-resident				NA	75
Valley Ridge Community Center					
Resident	NA	NA	NA	35/hour	40/hour
Non-resident	NA	NA	NA	45/hour	50/hour

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3607

TITLE: An Ordinance amending Chapter 12.12 of the SeaTac Municipal Code, related to Surface and Stormwater – Illicit Discharge Detection and Elimination.

June 2, 2014	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 6/24/2014</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 6/10/2014</u>	
Prepared By: <u>Don Robinett, Stormwater Compliance Manager</u>	
Director: <u></u>	City Attorney: <u>Mary Mirante Bartolo</u>
Finance: <u>N/A</u>	BARS #: <u>N/A</u>
City Manager: <u></u>	Applicable Fund Name: <u>N/A</u>



SUMMARY: The proposed Ordinance amends all sections of Chapter 12.12 of the SeaTac Municipal Code related to the surface and stormwater illicit discharge detection and elimination. The proposed amendments address housekeeping issues, revisions required under the Western Washington Phase II Municipal Stormwater Permit (Phase II Permit) issued on August 1, 2012, as well as clarify enforcement provisions and establish monetary penalties for stormwater violations.

DISCUSSION / ANALYSIS / ISSUES: Other than housekeeping items related to terminology, the proposed amendments to SMC 12.12 fall into two primary categories: 1) Revisions to address Phase II Permit requirements; and 2) Revisions intended to enhance enforcement provisions.

Phase II Permit Requirements

The Phase II Permit requires the City of SeaTac to update the Illicit Discharge Detection and Elimination (IDDE) regulations to:

1. Identify an additional allowable discharge, specifically non-stormwater discharges authorized by another NPDES or state waste discharge permits;
2. Clarify an allowable discharge from crawl space pumps, specifically uncontaminated water; and
3. Clarify the requirements for existing conditional discharges, such as chlorinated water from water line flushing or hot tubs and pools.

These amendments are minor in nature and are primarily clarifications of previous Phase II Permit requirements.

Enforcement Provisions

The proposed enforcement revisions are intended to enhance and streamline our existing IDDE program as it relates to illicit discharges and illicit connections. These proposed enhancements are as follows:

1. Clarifies Responsibility for Enforcement - This housekeeping item addresses the issue that the responsibility for enforcement of the IDDE code is not currently assigned in SeaTac Municipal Code. Public Works Department staff have the technical expertise for investigation, identification and removal of illicit discharges and illicit connections and have been primarily administering and enforcing the IDDE ordinance since its adoption in 2009. The proposed amendments clarify that it

is the responsibility of the Public Works Director or his/her appointee to enforce the provision of the IDDE ordinance.

2. Amends abatement and enforcement language within the IDDE ordinance to be consistent with other enforcement sections of City code.
3. Establishes Monetary Penalties - Enforcement of the IDDE ordinance is necessary to provide stewardship and protection of the natural drainage system in order to ensure the sustainability of our natural resources. As a matter of policy IDDE staff strives to educate residents and property owners and seek voluntary compliance to resolve stormwater violations. However, it is necessary to establish sufficient monetary penalties to discourage deliberate violations and encourage voluntary compliance. The proposed amendments would establish a two tiered monetary penalty for stormwater violations.
 - I. Amendments would maintain the penalty for residential violations at one hundred dollars (\$100) per day per violation.
 - II. Amendments would establish a separate penalty for all other violations at one thousand dollars (\$1,000) a day per violation.

In addition, the proposed amendments would allow monetary penalties to be doubled in the case of repeat or deliberate violations.

RECOMMENDATION(S): It is recommended that the Ordinance be adopted.

FISCAL IMPACT: None.

ALTERNATIVE(S): Do not adopt the proposed Ordinance. However, failure to adopt the proposed Ordinance will put the City in noncompliance with the Phase II NPDES Permit by 2018. Stormwater penalties will remain insufficient to discourage deliberate or repeat violators. While repeat or deliberate violations may be rare, they can have significant impacts to the health of our natural ways and the sustainability of our natural resources.

ATTACHMENTS: None.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Chapter 12.12 of the SeaTac Municipal Code related to Surface and Stormwater - Illicit Discharge, Detection, and Elimination.

WHEREAS, urban areas that collect stormwater runoff in municipal storm drainage systems and discharge it to surface waters are required to have a permit (NPDES Phase II permit) under the Federal Clean Water Act;

WHEREAS, the Department of Ecology (Ecology) develops and administers National Pollutant Discharge Elimination System (NPDES) municipal stormwater permits in Washington State pursuant to delegated authority from the Environmental Protection Agency;

WHEREAS, Ecology issued a new NPDES Phase II municipal stormwater permit in August of 2012, and said permit governs at least 80 cities, including the City of SeaTac;

WHEREAS, the NPDES Phase II permit requires the City of SeaTac to update the Illicit Discharge Detection and Elimination (IDDE) regulations to:

1. Identify an additional allowable discharge and clarify an existing allowable discharge; and
2. Clarify the requirements for conditional discharges;

WHEREAS, the City recognizes that enforcement of the IDDE ordinance is necessary to provide stewardship and protection of the natural drainage system in order to ensure the sustainability of our natural resources; and

WHEREAS, the City further recognizes that it is the a goal of the IDDE program to educate residents and property owners and seek voluntary compliance to resolve water quality violations; and

WHEREAS, the City also recognizes sufficient monetary penalties are needed to discourage deliberate violations and encourage voluntary compliance; and

WHEREAS, the health, safety and welfare of the citizens of the City of SeaTac are best served by measures that ensure water quality standards and help protect receiving waters and their beneficial uses;

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

Section 1. All references to the term “municipal separate storm water system” are amended to read “municipal separate storm sewer system”.

Section 2. All references to the term “storm water” are amended to read “stormwater”. For example the title of this chapter shall read:

Chapter 12.12 Surface and Stormwater - Illicit Discharge, Detection, and Elimination

Section 3. Section 12.12.010 of the SeaTac Municipal Code is hereby amended to read as follows:

12.12.010 Definitions.

For the purposes of this chapter, the following shall mean:

A. “AKART” means all known, available, and reasonable methods of prevention, control, and treatment. See also the State Water Pollution Control Act, RCW 90.48.010 and 90.48.520.

B. “Best management practices (BMPs)” means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and structural or managerial practices to prevent or reduce the discharge of pollutants directly or indirectly to ~~storm-water~~stormwater, receiving waters, or ~~storm-water~~stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

C. “Clean Water Act” means the federal Water Pollution Control Act (33 USC Section 1251 et seq.), and any subsequent amendments thereto.

D. “Director” means the Director of the Department of Public Works and/or designees.

E. “Hazardous materials” means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard

to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

F. "Hyperchlorinated" means water that contains more than ten (10) mg/Liter chlorine.

G. "Illicit discharge" means any direct or indirect ~~non-storm-water~~stormwater discharge to the ~~storm-water~~stormwater drainage system that causes or contributes to a violation of State water quality, sediment quality or ground water quality standards, except as expressly allowed by this chapter.

H. "Illicit connection" means any man-made connection which directly or indirectly flows to the City's municipal separate storm ~~water-sewer~~ system which results in a prohibited discharge, or any connection to the MS4 without a permit, excluding roof drains and other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly or indirectly to the municipal separate storm ~~water-sewer~~ system.

I. "Municipal separate storm ~~water-sewer~~ system (MS4)" means a conveyance or system of conveyances (including roads with ditches, man-made channels, or storm drains):

1. Owned or operated by the City of SeaTac;
2. Designed or used for collecting or conveying ~~storm-water~~stormwater;
3. Which is not part of a publicly owned treatment works (POTW). "POTW" means any device or system used in treatment of municipal sewage or industrial wastes of a liquid nature which is publicly owned; and
4. Which is not a combined sewer. "Combined sewer" means a system that collects sanitary sewage and ~~storm-water~~stormwater in a single sewer system.

J. "National Pollutant Discharge Elimination System (NPDES) ~~storm-water~~stormwater discharge permit" means a permit issued by the Environmental Protection Agency (EPA) (or by the Washington Department of Ecology under authority delegated pursuant to 33 USC Section 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

K. "Non-~~storm-water~~stormwater discharge" means any discharge to the storm drain system that is not composed entirely of ~~storm-water~~stormwater.

L. "Person" means any individual, property owner, association, organization, partnership, firm, corporation or other entity recognized by law.

M. "Pollutant" means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: soaps, paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes;

sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

N. "Premises" means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

O. "~~Storm water~~Stormwater drainage system" means any constructed or natural features which function together as a system to collect, convey, channel, hold, inhibit, retain, detain, infiltrate, divert, treat or filter ~~storm water~~stormwater. "~~Storm water~~Stormwater drainage system" includes publicly owned or maintained ~~storm water~~stormwater features and privately owned ~~storm water~~stormwater drainage features which flow directly or indirectly into the MS4 or waters of the State.

P. "~~Storm water~~Stormwater" means runoff during and following precipitation and snowmelt events, including surface runoff and drainage.

Q. "~~Storm water~~Stormwater pollution prevention plan" means a document which describes the best management practices and activities to be implemented by a person to identify sources of pollution or contamination at a premises and the actions to eliminate or reduce pollutant discharges to ~~storm water~~stormwater, ~~storm water~~stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Section 4. Section 12.12.030 of the SeaTac Municipal Code is hereby amended to read as follows:

12.12.030 Allowable discharges.

The following types of discharges shall not be considered illicit discharges for the purposes of this chapter:

A. Diverted stream flows;

B. Rising ground waters;

C. Uncontaminated ground water infiltration as defined in 40 CFR 35.2005(20);

D. Uncontaminated pumped ground water;

E. Foundation drains;

F. Air conditioning condensation;

G. Irrigation water from agricultural sources that is commingled with urban ~~storm water~~stormwater;

H. Springs;

I. ~~Water~~Uncontaminated water from crawl space pumps;

J. Footing drains;

K. Flows from riparian habitats and wetlands;

L. Non-stormwater discharges authorized by another NPDES or state waste discharge permit;
and

LM. Discharge from emergency fire fighting activities.

Section 5. Section 12.12.040 of the SeaTac Municipal Code is hereby amended to read as follows:

12.12.040 Conditional discharges.

The following types of non-stormwater discharges shall not be considered illicit discharges for the purposes of this chapter, only if they meet the stated conditions:

A. Potable water, including, but not limited to water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, and in volumes and velocities controlled to prevent resuspension of sediments in the ~~storm-water~~stormwater system;

B. Lawn watering and other irrigation runoff are permitted but shall be minimized through public education and water conservation efforts;

C. Dechlorinated swimming pool, spa and hot tub discharges. These discharges shall be dechlorinated to a total residual chlorine concentration of 0.1 ppm or less, pH-adjusted and reoxygenized if necessary, and in volumes and velocities controlled to prevent resuspension of sediments in the ~~storm-water~~stormwater system. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater or filtered backwash is considered a prohibited discharge;

D. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents are permitted if the amount of street wash and dust control water used is minimized. ~~At active construction sites, street sweeping must be performed prior to washing the street. These discharges shall be minimized through public education and water conservation efforts;~~

~~E. Non-storm water discharges covered by another NPDES permit; provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that written approval has been granted for any discharge to the storm drain system; and~~

FE. Other non-storm-waterstormwater discharges. The discharges shall be in compliance with the requirements of a ~~storm-water~~pollution prevention plan (SWPPP) reviewed and approved by the City, which addresses control of such discharges by applying AKART to prevent contaminants from entering the MS4.

Section 6. Section 12.12.075 of the SeaTac Municipal Code is hereby amended to read as follows:

12.12.075 Special enforcement provisions.

A. Analysis Conducted by State-Certified Laboratory. As part of any investigation of a potential violation of this chapter, water samples may be analyzed by a State-certified water quality laboratory capable of conducting the necessary analyses.

B. ~~Cost Paid by Property Owner.~~ **Assessment for laboratory costs.** If a violation of this chapter is found to exist through the use of water quality testing, the person owner of the property responsible responsible for the violation shall ~~pay~~ may be assessed the City's actual costs in conducting the laboratory analyses described in subsection A of this section.

Section 7. Section 12.12.080 of the SeaTac Municipal Code is hereby amended to read as follows:

12.12.080 Violations and remedies.

A. The violation of or failure to comply with any of the provisions of this chapter is unlawful. The remedies and penalties provided in this section, whether civil or criminal, shall be cumulative and shall be in addition to any other remedy provided by law. Authority to enforce provisions of this chapter is granted to the Public Works Director or his/her designee.

B. **Abatement.** If a violation of this chapter presents an imminent and material risk of danger to persons, property or the public health, safety, ~~or welfare,~~ or the environment, the City may summarily and without prior notice take any lawful action as may be necessary to protect the persons, property or public ~~abate the violation.~~ The City may assess any costs incurred by the City against the person ~~that is~~ responsible for the violation. Notice of such abatement, including the reason for it, shall be mailed or given to the person responsible for the violation as soon as reasonably possible after the abatement. No right of action shall lie against the City or its agents, officers, or employees for actions reasonably taken to prevent or cure any such immediate risks.

C. The City may pursue any remedy available at law or in equity, including, but not limited to, the following:

~~1. Nuisance. A violation of this chapter is a nuisance, which may be abated in the manner provided by SMC 1.15.175(B).~~

~~21. Injunction, Mandamus or Order. The City may institute a civil action for an injunction, writ of mandamus or order with respect to a violation of this chapter.~~

~~32. Code Enforcement. Violations of this Chapter The City may institute code enforcement action pursuant to Chapter 1.15 SMC, and shall be enforced and remedied in accordance with the manner provided by SMC 1.15.045 through 1.15.075 by way of correction agreement and/or notice of infraction.~~

D. Monetary Penalties – IDDE. Any person violating any provision of this Chapter is subject to the assessment of civil penalties pursuant to this Chapter. The monetary penalty for each violation shall be as follows:

1. For residential violations (residential parcels up to four (4) dwelling units, as defined in SMC Title 15), the monetary penalty is one hundred dollars (\$100) per day per violation.
2. For all other violations, the penalty is one thousand dollars (\$1000) per day per violation.
3. For repeat or intentional violations, monetary penalties shall be doubled.
4. Payment of a monetary penalty does not relieve the person to whom the penalty was issued, or assessed against, of the duty to correct the violation or the cost of abating the violation.

Section 8. This Ordinance shall be in full force and effect thirty (30) days after passage and publication as required by law.

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


CITY OF SEATAC

Mia Gregerson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Effective Date: _____]

[Amend SMC 12.12]

CITY OF SEATAC

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the SeaTac City Council will conduct a **Public Hearing on Tuesday, June 24, 2014 at 6:30 P.M. in the Council Chambers of SeaTac City Hall, 4800 S. 188th St., SeaTac, WA 98188** for the purpose of considering:

THE CITY'S 2015-2024 TEN-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (which includes the legislatively required six-year transportation program).

Any and all interested persons are invited to be present to provide suggestions and comments on the above issue.

CITY OF SEATAC
Kristina Gregg, City Clerk/s/

Date of publication in the Seattle Times: Tuesday, June 10, 2014

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

Agenda Bill #: 3610

TITLE: A Resolution adopting the Ten-Year Transportation Improvement Program (TIP) for 2015-2024.

<i>May 16, 2014</i>	
<u> </u> Ordinance <u> X </u> Resolution <u> </u> Motion <u> </u> Info. Only <u> </u> Other	
Date Council Action Requested: <u>RCM 6/24/14</u>	
Ord/Res Exhibits: <u>Exhibit A – 2015-2024 TIP</u>	
Review Dates: <u>CSS 5/27/14; PC 6/3/14; Public Hearing 6/24/14</u>	
Prepared By: <u>Susan M. Sanderson, City Engineer</u>	
Director: <u><i>Thomas W. Guss</i></u>	City Attorney: <u><i>Mary Mirante Barrolo</i></u>
Finance: <u>N/A</u>	BARS #: <u>N/A</u>
City Manager: <u><i>Tom Cella</i></u>	Applicable Fund Name: <u>N/A</u>

JS
~~AA~~

SUMMARY: The proposed Resolution adopts the ten-year Transportation Improvement Program (TIP) for 2015-2024. The appropriate applications for State and Federal grant funding will be made for the projects included in the TIP.

DISCUSSION / ANALYSIS / ISSUES: The City is required by State law to review its Transportation Improvement Program annually. This review is to include a public hearing and formal adoption of the program by the City Council. State law (RCW 35.77.010) requires the City to adopt a minimum Six Year Transportation Improvement Program, prior to July 1st each year. The Growth Management Act, RCW 36.70A.070(6), requires the City to adopt a Comprehensive Plan transportation element, including a ten-year forecast of system and capacity needs. At this time, the funding distribution and scheduling of projects beyond the first two years is tentative.

RECOMMENDATION(S): It is recommended that the Resolution adopting the City of SeaTac's 2015-2024 Ten Year Transportation Improvement Program be passed.

FISCAL IMPACT: Adoption of the TIP does not obligate the City to expend any money. There are a number of sources for financing TIP projects, including local tax and mitigation fees, state gas tax, and state and federal grants. Staff will make the appropriate applications for State and Federal grant funding for the projects included in the TIP.

ALTERNATIVE(S): None. The adopted TIP must be submitted to the Washington State Department of Transportation within 30 days after adoption. Failure to adopt a plan could result in gas tax revenues being withheld until a plan is submitted.

ATTACHMENTS: None.

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting a Ten-Year Transportation Improvement Program for the years 2015-2024.

WHEREAS, pursuant to RCW 35.77.010, cities are required to adopt a six-year comprehensive Transportation Improvement Program (TIP); and

WHEREAS, the Growth Management Act, at RCW 36.70A.070(6), similarly requires adoption by the City of a Comprehensive Plan transportation element, including a ten-year forecast of system and capacity needs and a plan of financing; and

WHEREAS, the City Council conducted a public hearing pursuant to state law, to hear and receive public comment on the City's TIP; and

WHEREAS, the City Council finds that prioritized and regularly up-dated road and street maintenance and capital improvement projects are essential to growth management, financial planning, and assurance of a comprehensive and coordinated transportation system;

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

1. The Ten-Year Transportation Improvement Program (TIP) for the years 2015-2024, a copy of which is attached hereto as Exhibit "A", is hereby adopted. City staff will make the appropriate applications for State and Federal grant funding for the projects included in the TIP.

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

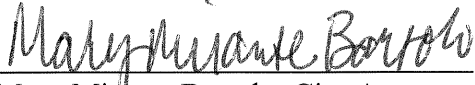
CITY OF SEATAC

Mia Gregerson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Ten-Year TIP 2015-2024]



Exhibit A

2015 - 2024 Transportation Improvement Program

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

Project No.
and
Priority

RES 14 - 00?

	Project Title and Description	2015	2016	2017	2018-2020	2021-2024
MP-033	Commute Trip Reduction Annual Element					
1	Provide for review, approval and monitoring of the CTR programs for major employers within the City including the implementation of the City's CTR program.	(\$27,000 WSDOT)	(\$27,000 WSDOT)	(\$27,000 WSDOT)	(\$81,000 WSDOT)	(\$108,000 WSDOT)
ST-131	Connecting 28th/24th Ave S (S 200th St to S 208th St)	\$1,900,000	\$1,355,000			
2	Construct a five lane principal arterial roadway including curb, gutter, bicycle and pedestrian facilities, storm drainage, street lighting, signalization, channelization, landscaping, and utility extensions. This project will provide a connection between Des Moines' 24th Ave S improvements at S 208th St and the existing 26th Ave S at S 200th St. This project completes the gap in the overall 28th/24th Ave S corridor which extends from S 188th St and 28th Ave S to S 216th St and 24th Ave S.	ROW \$1,000,000 C \$8,400,000 (TIB \$3,500,000 FMSIB \$1,500,000 ST \$2,500,000)	C \$7,000,000 (TIB \$3,300,000 FMSIB \$1,000,000 ST \$1,345,000)			
ST-122	Military Road S Improvements (S 176th St to S 166th St)	\$1,500,000				
3	Reconstruct roadway to include a continuous center turn lane, curb, gutter, sidewalk, bicycle lanes, storm drainage, landscaping, street lighting, traffic signal at S 170th Street, channelization, paving and undergrounding aerial utility lines.	C \$1,500,000				
ST-831	2014/15 Neighborhood Sidewalk Project - 37th Ave S (166th to 172nd) & 40th Ave S (166th to 170th)	\$1,515,000				
4	This is the sixth project in the Neighborhood Sidewalk Program. Improvements include construction of approximately 0.75 miles of new sidewalk on both sides of the street, with curb and gutter, storm drainage, retaining walls, and fencing.	D \$75,000 C \$1,440,000				
GE-037	Transportation Plan Update	\$100,000				
5	Conduct Transportation Study to evaluate transportation network. Update transportation model. Identify operational and safety problems. Propose necessary mitigation projects. Estimate costs and propose funding measures.	S \$100,000				
ST-832	2015/16 Neighborhood Sidewalk Project	\$250,000	\$1,440,000			
6	Annual project as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project location will be considered from the Proposed Pedestrian Network map.	D \$250,000	C \$1,440,000			
ST-885	2015 Annual Street Overlays	\$600,000				
7	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
MP-066	S 216th Street (24th Ave S to International Blvd.)					
Outside City Limits	Third and final phase of the Des Moines Gateway Project. Widen roadway to a five lane urban arterial and provide a continuous center turn lane, bicycle lanes, transit stops, curb and gutter, landscaping and sidewalks.	D Des Moines	C Des Moines	C Des Moines		



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

2015 - 2024 Transportation Improvement Program

Project No.
and
Priority

RES 14 - 00?

Project Title and Description		2015	2016	2017	2018-2020	2021-2024
ST-848	Lake to Sound Trail (DMMD - S 156th St to City Limit at SR 509)					
8	This portion of the multi-jurisdictional Lake to Sound Trail project is located in SeaTac. A bicycle and pedestrian trail would be extended south from S 156th Street along Des Moines Memorial Drive to SR 509. The improvements are being designed by King County. The Lake to Sound Trail would provide a trail connection from Lake Washington to Puget Sound.	C King County				
ST-849	Lake to Sound Trail, (DMMD - SR 509 to 8th Ave S)					
Burien King County	This portion of the multi-jurisdictional Lakes to Sound Trail project is located in Burien. A bicycle/pedestrian trail would be extended south of SR 509 along Des Moines Memorial Drive to 8th Ave S. The improvements are being designed by King County. The Lakes to Sound Trail would provide a trail connection from Lake Washington to Puget Sound.	C Burien King County				
MP-067	SR 518/Des Moines Memorial Drive Interchange Eastbound Off Ramp					
Burien WSDOT	Burien is currently designing this first phase of improvements to the SR 518/Des Moines Memorial Drive Interchange. This phase includes construction of an off ramp from eastbound SR 518 to Des Moines Memorial Drive	D Burien WSDOT	C Burien WSDOT			
MP	S 170th Street Roundabout					
POS	The Port of Seattle is planning to construct a roundabout at the intersection of S 170th Street and the driveways to the Cell Phone Waiting Lot and the Doug Fox Rental Car Facility	D POS	C POS			
MP-025	South 200th St Link Extension (SeaTac/Airport Station to S 200th St)					
ST	Construct 1.6 mile elevated guideway and new Angle Lake Station with a 700 parking stall garage, 400 surface parking stalls, and bus access.	C ST	C ST			
MP-025	S 204th St Sidewalk Project (30th to 32nd Ave S)					
ST	Constructed by Sound Transit to meet the City's High Capacity Transit Standards for the S 200th St Link Extension. Approximately 800 lineal feet of new sidewalk on the south side of S 204th St from 30th Ave S to approximately 100 feet east of 32nd Ave S. Improvements include sidewalk, curb, gutter, and storm drainage, driveway reconstruction, crosswalks, and ADA compliant curb ramps.	C Sound Transit	C Sound Transit			
ST-056	Military Road S at S 200th St/I-5 SB Ramps					
ST WSDOT	Widen I-5 south bound off ramp to provide for a left turn lane. Reconstruct west leg to provide left, thru and right turn lanes. Modify signal to facilitate lane changes.	WSDOT/ST \$2,000,000				



Exhibit A

2015 - 2024 Transportation Improvement Program

D - DESIGN R/W - RIGHT OF WAY
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Project No.
and
Priority

RES 14 - 00?

Project Title and Description		2015	2016	2017	2018-2020	2021-2024
MP-069	Federal Way Transit Extension (S 200th St to Federal Way)					
ST	Sound Transit is evaluating alternatives to extend light rail from the future Angle Lake light rail station on South 200th Street in SeaTac to the Federal Way Transit Center, a distance of about 7.6 miles. The current schedule includes a draft EIS and conceptual engineering by late 2014, and final EIS and preliminary engineering from early 2015 to mid 2016.	S ST	S ST	S ST	D ST	C ST
MP-064	I-5 Express Toll Lanes (I-90 to SR-16)					
WSDOT	Convert the existing HOV lanes to express toll lanes from I-90 to SR-16.		D WSDOT	C WSDOT	C WSDOT	
ST-833	2016/17 Neighborhood Sidewalk Project		\$250,000	\$1,480,000		
9	Annual project as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project location will be considered from the Proposed Pedestrian Network map.		D \$250,000	C \$1,480,000		
ST-886	2016 Annual Street Overlays		\$500,000			
10	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
ST-125	Military Road S (S 150th to S 152nd St) & S 152th Street (Military Rd S to International Blvd)		\$300,000	\$1,800,000	\$1,980,000	
11	Widen existing roadway, construct sidewalks, pavement overlay, street lighting, undergrounding of aerial utilities, landscaping, and storm drainage. Provide access and circulation improvements. Construct right turn lane on S 152nd St from Military Rd S to International Blvd. These improvements support redevelopment of the S 154th Street Station Area and facilitate potential Military Rd closure between S 152nd St and International Blvd.		D \$300,000	D \$300,000 ROW \$500,000 C \$1,000,000	C \$1,980,000	
MP-043	SR 509 Extension Phase I (Des Moines Memorial Dr. S to I-5)					
WSDOT	Construct new, full access control freeway, with tolls, to connect the existing SR 509 freeway terminus with 28th/24th Ave S and I-5. Phase I includes one lane each way, with truck climbing lanes, between S 188th St and 28th/24th Ave S. Two lanes each way are planned between 28th/24th Ave S and I-5.			D WSDOT	D, C WSDOT	C WSDOT
ST-834	2017/18 Neighborhood Sidewalk Project			\$250,000	\$1,510,000	
12	Annual project as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project location will be considered from the Proposed Pedestrian Network map.			D \$250,000	C \$1,510,000	
ST-887	2017 Annual Street Overlays			\$500,000		
13	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					



Exhibit A

2015 - 2024 Transportation Improvement Program

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

RES 14 - 00?

Project No.
and
Priority

	Project Title and Description	2015	2016	2017	2018-2020	2021-2024
ST-065	Des Moines Memorial Dr & S 200th St Intersection Improvements			\$200,000	\$1,500,000	
14	Widen to provide left turn lanes on all legs, and right turn lane on east leg. Construct traffic signal and channelization improvements. The improvements would be done in partnership with Des Moines.			D \$200,000	C \$2,200,000 (Des Moines \$700,000)	
ST-126	S 152th Street Improvements (30th Ave. S. to Military Road S)			\$800,000	\$4,600,000	
15	Widen existing roadway and construct sidewalks, street lighting, and storm drainage. Provide access and circulation improvements for vehicle and pedestrian movements in support of redevelopment.			D \$800,000	C \$4,600,000	
ST-148	S 154th St Transit Station Area Improvements			\$1,000,000	\$6,500,000	
16	Construct new streets as envisioned in the South 154th Street Station Area Plan. Improve and create pedestrian connections. Area generally bounded by S 152nd St, SR 518, 30th Ave S and International Blvd.			D \$1,000,000	C \$6,500,000	
MP-068	SR 518/Des Moines Memorial Drive Interchange Westbound On Ramp					
Burien WSDOT	This project is the second phase of improvements to the SR 518/Des Moines Memorial Drive Interchange. This phase includes construction of an on ramp from Des Moines Memorial Drive to westbound SR 518.			D Burien WSDOT	C Burien WSDOT	
ST-835 ST-836 ST-837	Neighborhood Sidewalk Projects				\$5,490,000	
17	Annual projects as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project locations will be considered from the Proposed Pedestrian Network map.				D \$750,000 C \$4,740,000	
ST-888 ST-889 ST-890	Annual Street Overlays				\$1,500,000	
18	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlaying pavements that are structurally declining.					
ST-033	International Blvd. at SR 518				\$9,600,000	\$5,400,000
19	Construct interchange improvements consistent with WSDOT's Route Development Plan. Elements may include modification to S 154th St exit ramp and new eastbound exit ramp to northbound International Blvd.				D \$2,000,000 ROW \$1,000,000 C \$6,600,000	C \$5,400,000



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

2015 - 2024 Transportation Improvement Program

Project No.
and
Priority

RES 14 - 00?

	Project Title and Description	2015	2016	2017	2018-2020	2021-2024
ST-838 ST-839 ST-840 ST-841	Neighborhood Sidewalk Projects					\$7,850,000
20	Annual projects as part of the Neighborhood Sidewalk Program to construct twelve miles of sidewalks over twenty years. The project locations will be considered from the Proposed Pedestrian Network map.					D \$1,000,000 C \$6,850,000
ST-891 ST-892 ST-893 ST-894	Annual Street Overlays					\$2,000,000
21	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlaying pavements that are structurally declining.					
ST-015	34th Ave S Improvements (S 160th St to S 176th St)					\$7,100,000
22	Reconstruct roadway to collector arterial standards. Construct drainage, curb, gutter, and sidewalks. Install traffic calming measures Underground utility lines.					D \$900,000 C \$6,200,000
ST-022	Military Rd S (S 128th St to S 150th St)					\$12,250,900
23	Reconstruct and widen to provide for drainage, bicycle lanes and pedestrian facilities. Construct left turn lanes at high volume intersections.					D \$1,400,000 C \$10,850,900
ST-156	S 154th Pedestrian Grade Separation					\$11,750,000
24	Plan, design, construct a grade separated pedestrian crossing to directly link the S 154th St Station Area with the Tukwila International Boulevard Station.					D \$1,500,000 ROW \$250,000 C \$10,000,000
ST-157	32nd Ave S Improvements (S 152th St to S 154th St)					\$1,600,000
25	Reconstruct and widen roadway; install curb, gutter, storm drainage and sidewalk improvements.					D \$250,000 C \$1,350,000
ST-158	30th Ave S Improvements (S 152th to S 154th St)					\$1,000,000
26	Reconstruct and widen roadway; install curb, gutter, storm drainage and sidewalk improvements.					D \$150,000 C \$850,000
ST-024	S 142nd St/S 144th St (Des Moines Memorial Dr S to 24th Ave S)					\$11,800,000
27	Improve existing arterial roads to serve planned north end development. Provide sidewalks and non-motorized path. Signal improvements at S 144th/Des Moines Memorial Dr.					D \$1,840,000 ROW \$960,000 C \$10,000,000 (POS)



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

2015 - 2024 Transportation Improvement Program

Project No.
and
Priority

RES 14 - 00?

	Project Title and Description	2015	2016	2017	2018-2020	2021-2024
ST-141	32nd Ave S (S 170th St to S 176th St)					\$8,000,000
28	Reconstruct roadway, install drainage, curb, gutter and sidewalks.					\$8,000,000
ST-116	Military Rd S & S 160th St (International Blvd to S 166th St)					\$7,400,000
29	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, continuous left turn lane and underground overhead utilities.					D \$900,000 C \$6,500,000
ST-018	Military Road S (S 188th St to I-5 south of S 200th St)					\$5,858,200
30	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, continuous left turn lane and underground overhead utilities.					D \$600,000 C \$5,258,200
ST-112	Military Road S (S 200th St to S 208th St)					\$4,419,100
31	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, and underground overhead utilities. Construct left turn lane as necessary.					D \$500,000 C \$3,919,100
ST-047	Military Road S (S 208th St to S 216th St)					\$3,177,800
32	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, and underground overhead utilities. Construct left turn lane as necessary.					D \$300,000 C \$2,877,800
ST-031	Military Rd (South City Limits to S 216th St)					\$8,853,900
33	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, and underground overhead utilities. Construct left turn lane as necessary.					D \$1,000,000 C \$7,853,900
ST-072	Des Moines Memorial Dr. (S 136th St to SR 518)					\$6,256,000
34	Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$700,000 C \$5,556,000
ST-028	Des Moines Memorial Dr. (S 128th St to S 136th St)					\$4,175,600
35	Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$333,800 R/W \$841,800 C \$3,000,000
ST-029	Des Moines Memorial Dr. (SR 518 to S 156th St)					\$4,352,400
36	Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$500,000 C \$3,852,400
ST-049	Des Moines Memorial Dr (S 156th St to SeaTac City Limits/SR 509)					\$5,135,300
37	Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$600,000 C \$4,535,300



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

2015 - 2024 Transportation Improvement Program

Project No.
and
Priority

RES 14 - 00?

	Project Title and Description	2015	2016	2017	2018-2020	2021-2024
ST-051	Des Moines Memorial Dr. (S 194th St to S 208th St)					\$5,180,200
38	Reconstruct and widen road to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$650,000 C \$4,530,200
ST-079	S 144th St (24th Ave S to Military Rd S)					\$3,400,000
39	Reconstruct roadway to collector arterial standards. Improvements include curb, gutter, sidewalk, bike lanes, storm drainage, landscaping, street lighting, channelization, paving and undergrounding of utility lines.					D \$400,000 C \$3,000,000
ST-041	S 170th St (Military Road S to 51st Ave S)					\$2,487,400
40	Reconstruct roadway to collector arterial standards. Improvements include curb, gutter, sidewalk, bike lanes, storm drainage, landscaping, street lighting, channelization, paving and undergrounding of utility lines.					D \$400,000 C \$2,078,400
ST-084	40th Ave S (S 176th St to S 166th St)					\$2,993,400
41	Reconstruct roadway to provide for drainage and pedestrian facilities. Improvements could include curb, gutter, sidewalk, storm drainage, landscaping, street lighting, channelization, paving, signalization and undergrounding of utilities.					D \$500,000 C \$2,493,400
ST-140	S 216th St (I-5 to 35th Ave S)					\$350,000
42	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
ST-139	16th Ave S (S 188th St to S 192nd St)					\$750,000
43	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
ST-150	8th Ave S (S 186th St to S 188th St)					\$800,000
44	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
ST-044	S 195th Street (International Blvd. to 28th/24th St)					\$1,734,100
45	Construct a new three lane roadway to provide an additional access point to the Aviation Business Center.					D \$300,000 R/W \$450,000 C \$984,100
ST-069	S 208th Street (International Blvd. to 28th/24th St)					\$1,116,500
46	Widen roadway to three to five lanes depending on the existing and proposed level of development in the Aviation Business Center.					D \$200,000 C \$916,500
ST-136	32nd Ave S (S 200th St to S 204th St)					\$1,500,000
47	This is a City project in conjunction with the SR 509 Extension. Install sidewalks and neighborhood traffic calming measures.					D \$200,000 C \$1,300,000



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

2015 - 2024 Transportation Improvement Program

RES 14 - 00?

Project No.
and
Priority

Project Title and Description		2015	2016	2017	2018-2020	2021-2024
ST-132	S 208th St (International Blvd to SR 509 & SR 509 to 34th Ave S					
WSDOT	In conjunction with the extension of SR 509, terminate roadway either side of SR 509. Widen roadway to 28 feet and construct sidewalks both sides on eastern portion and west cul-de-sac.					\$1,000,000 WSDOT
ST-004 ST-077	S 200th St (International Blvd. to South Access and SR 509 Ramps to Des Moines Memorial Dr.)					\$5,500,000
48	Widen to a three to five lane urban arterial the areas of S. 200th Street outside the SR 509 Improvements with curb, gutter, sidewalk, bicycle lanes, associated intersection improvements, consolidation of driveways and possible undergrounding of overhead utility improvements.					D \$500,000 C \$5,000,000
MP-013	South Access (Airport Drives to SR 509 Extension)					\$13,600,000
Port of Seattle	Construct new arterial or limited access roadway to connect the south end of the Airport to the new SR 509 extension with at-grade intersection at S 200th St with the SR-509 Phase II Extension.					(POS \$88,400,000)
ST-134	S 204th St (32nd Ave S to 34th Ave S)					
WSDOT	In conjunction with SR 509 Extension, widen roadway to 28 feet. Construct sidewalks on both sides.					\$650,000 WSDOT
ST-133	34th Ave S (S 204th St to S 211th St)					
WSDOT	In conjunction with SR 509 Extension, construct new 28 foot wide roadway with sidewalk on one side.					\$4,500,000 WSDOT
ST-052	Des Moines Memorial Dr. (S 208th St to Marine View Dr.)					
Outside City Limits	Reconstruct and widen roadway to 36 feet to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, paving, modification to overhead utility lines, curb, gutter and sidewalks (one side).					D \$824,000 R/W \$364,000 C \$4,553,000 Des Moines
ST-050	Des Moines Mem. Dr. (SeaTac City Limit to Normandy Park Rd)					
Outside City Limits	Reconstruct and widen roadway to 36 feet to provide for drainage, bicycle and pedestrian facilities.					\$1,103,000 Burien
TOTAL		\$5,865,000	\$3,845,000	\$6,030,000	\$32,680,000	\$165,790,800

POS PORT OF SEATTLE
TIB TRANSPORTATION IMPROVEMENT BOARD
FED FEDERAL GRANT
WSDOT WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
ST SOUND TRANSIT
TBD TO BE DETERMINED

Project adds Sidewalks in Residential Areas
Amounts shown in bold are City's net costs