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RESOLUTION NO. 13-001

A RESOLUTION of the City Council of the City of SeaTac, Washington, amending the City of SeaTac Planning Commission Bylaws.

WHEREAS, Article 14 of the Bylaws of the Planning Commission of the City of SeaTac provides for the City Council of the City of SeaTac to amend said Bylaws; and

WHEREAS, At their October 16, 2012 regular meeting, the Planning Commission of the City of SeaTac voted to forward the proposed amendment to the City Council for consideration, as required by Section 14.1 of the Commission's Bylaws; and

WHEREAS, it is the desire of the Planning Commission of the City of SeaTac to study specific problems or projects as they arise; and

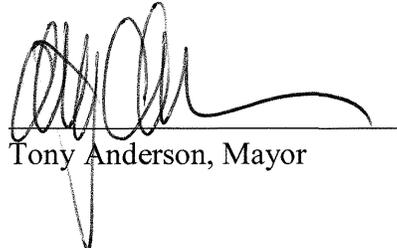
WHEREAS, the proposed amendment to said Bylaws provides the desired flexibility to study specific problems or projects, while still requiring City Council approval to do so;

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

The amendment to the Bylaws of the Planning Commission of the City of SeaTac, a copy of which is attached hereto as Exhibit "A", is hereby adopted.

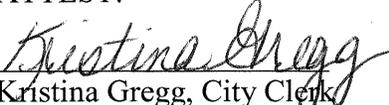
PASSED this 26th day of February, 2013 and signed in authentication thereof this 26th day of February, 2013.

CITY OF SEATAC

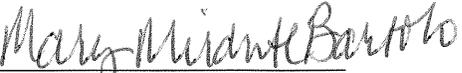


Tony Anderson, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Effective Date: 2/26/13]

[Amend Planning Commission Bylaws]

Exhibit A

Amendment to the Bylaws of the Planning Commission of the City of SeaTac

BYLAWS OF THE PLANNING COMMISSION OF THE CITY OF SEATAC

We, the members of the Planning Commission of the City of SeaTac, State of Washington, created pursuant to Chapter 35A.63 of the Revised Code of Washington and Chapter 2.15 of the SeaTac Municipal Code, do hereby adopt the following BYLAWS:

ARTICLE 1 – NAME

Section 1.1

The official name of the commission is the "Planning Commission of the City of SeaTac" per SMC 2.15.010.

Section 1.2

The official seat of the Commission is the City Hall of the City of SeaTac.

ARTICLE 2 – JURISDICTION

Section 2.1

The purpose and intent of the Commission is to promote orderly physical development; prepare and recommend regulations, amendments, extensions, or additions to the regulations or plans for physical development; and review and make recommendations, hold public hearings, and establish regulations and standards regarding plats, plans for subdivisions or dedications of land situated within the boundaries of the City or proposed for annexation to the City.

ARTICLE 3 – RELATIONS TO CITY STAFF

Section 3.1

The ~~Planning and~~ Community and Economic Development Department staff of the City, as assigned by the City Manager, shall provide staff assistance and serve as liaison between the Planning Commission and those boards and commissions not represented on the Planning Commission, and shall also serve to facilitate communication by the Planning Commission to the City Council.

ARTICLE 4 – FUNCTIONS AND DUTIES

The Commission, pursuant to SMC 2.15.110 through 2.15.140, shall have the following major functions:

Section 4.1

Serves as an advisor to the SeaTac City Council in order to promote the orderly physical development and growth of the City;

Section 4.2

Prepare a comprehensive plan for the City, in accordance with state law, and recommend not more than once a year to City Council such changes, amendments or additions to the comprehensive plan as may be deemed desirable for the physical, social and economic development of the City;

Section 4.3

Recommend, or prepare and recommend, for the adoption by Council, regulations, amendments, extensions or additions to such regulations or plans for the physical development of the City in the interests of health, safety or general welfare;

Section 4.4

Review and make recommendations to the Council on such development regulations which may be deemed necessary and which shall be consistent with and shall implement the comprehensive plan;

Section 4.5

Act as a research and fact finding agency of the City, with the assistance of the Director of ~~Planning and Community~~ and Economic Development, in regard to growth management/annexation, land use, transportation, environmental management, parks/recreation/open space, housing, utilities, historic resources, community quality/design, economic development and capital facilities. The Commission, with the assistance of the Director of ~~Planning and Community~~ and Economic Development, shall conduct such surveys, analysis, studies and reports as are generally authorized or requested by the City Council;

Section 4.6

Conduct advanced planning for public works programs and the long-range capital budget;

Section 4.7

Establish such other work project priorities as the City Council may direct;

Section 4.8

Review, discuss and analyze work products, projects and recommendations of other City commissions that may relate to the functions and duties of the Commission, and when appropriate, actions of Hearing Examiner, which may indicate the need for amendments to the Municipal Code;

Section 4.9

Review, discuss and analyze work products and projects as may be referred to the Commission by the Council or Staff, and when appropriate, solicit and consider input from other Boards or Commissions which may have an interest in the subject mater;

Section 4.10

With City Council approval, ~~form ad hoc committees from within as well as outside its membership,~~ to study specific problems or projects which may arise from time to time. This may include, but is not limited to, forming ad hoc committees from within as well as outside its membership.

Section 4.11

Hold public hearings or public meetings, as required by the SeaTac Municipal Code or State law, or as requested by the City Council.

ARTICLE 5 – MEMBERSHIP

Section 5.1

The Commission shall be composed of five (5) members that shall include three (3) members that are residents of the City and two (2) members shall own, operate or be employed by business entities located within the City, but if such candidates cannot be found, then the fourth and/or fifth member shall be residents of the City.

Section 5.2

The members of the Planning Commission shall be appointed by the Mayor, subject to confirmation by the City Council.

Section 5.3

Members of the Planning Commission shall serve for a term of three years, or until appointment of a successor member, whichever is later.

Section 5.4

If a member of the Planning Commission shall be absent, without prior notification and excuse, from three (3) consecutive regularly scheduled meetings of the Commission, the Chairperson shall report that fact and circumstances to the Mayor, who may declare the position held by that member vacant and a new member may be appointed in the manner set forth above.

Section 5.5

Absences from six (6) convened meetings by any Commission member, excused or unexcused, occurring within a twelve-month period, may likewise be grounds for removal.

ARTICLE 6 – MEETINGS

Section 6.1

Regular meetings are held the first and third Tuesday of each month, except when the Planning Commission sets an alternative meeting time, for the expressed purpose of conducting business and taking formal action. Agendas are issued and the proceedings of the meetings are recorded and published in the form of adopted meeting minutes.

Section 6.2

The Director of ~~Planning and Community and Economic Development~~, or designee, shall attend each meeting of the Planning Commission and shall ensure that minutes of each meeting are taken and published. The Director, or designee, shall provide copies of the published minutes to each member of the City Council.

The Planning Commission shall provide to the City Council a written summary of every public hearing held by the Commission at a following study session or regular meeting of the City Council but not less than two weeks prior to the Council's action on the subject of the public hearing. If deemed necessary by the Planning Commission due to time factors, an oral summary report on a public hearing may be given within said two week time period to the City Council by a Planning Commission member or the Director of ~~Planning and Community and Economic Development~~.

Section 6.3

The Planning Commission may hold joint meetings with one or more city or county planning agencies and may engage in regional planning activities.

Section 6.4

Special meetings may be called by the Chairperson as needed and formal action may be taken. Agendas are issued and the proceedings of the meetings are recorded and

published in the form of adopted meeting minutes. Notice of any special meeting shall be issued as required by state law.

Section 6.5

Workshop meetings are held as needed for the purpose of providing work sessions for the development, review and discussion of draft documents, studies and reports. Agendas are issued; however, the proceedings are not recorded or published, and no formal action may be taken.

Section 6.6

All meetings shall be held in the Council Chamber, SeaTac City Hall starting at 5:30 p.m., unless otherwise directed by the Chairperson.

Section 6.7

All meetings shall be open public meetings as required by state law.

ARTICLE 7 – OFFICERS

Section 7.1

The officers of the Commission shall consist of a Chairperson and Vice-Chairperson, elected from the appointed members of the Commission. The election of officers shall take place the first regular meeting of February of each year, unless otherwise directed by the Chairperson. The term of office for each officer shall run until the next subsequent election of new officers; provided, however, that any officer may be removed at any time by a majority vote of the entire Commission.

Section 7.2

If the position of Chairperson becomes vacant, the Vice-Chairperson shall automatically become Chairperson until the next election of officers, as provided in Section 7.1. If the position of Vice-Chairperson becomes vacant, the Commission shall elect a Vice-Chairperson at the next regular meeting after the vacancy occurs.

Section 7.3

The election of Chairperson or Vice-Chairperson requires the affirmative vote of at least three commission members. The election of an Officer shall be continued to the next regularly scheduled meeting should the commission be unable to select an Officer in accordance with this Section.

ARTICLE 8 – DUTIES OF OFFICERS

Section 8.1

Chairperson – The chairperson shall preside over the meetings of the Commission and may exercise all powers usually incident to the office, retaining as a member of the Commission, however, the full right to have a vote recorded on all deliberations of the Commission. The City Council Committee liaison(s) shall be appointed, as needed, by the Planning Commission from within its membership.

Section 8.2

Vice-Chairperson – The Chairperson being absent, the Vice-Chairperson shall preside as acting Chairperson for the meeting. If both the Chairperson and Vice-Chairperson are absent, a member of the Commission shall be designated as acting Chairperson for the meeting.

Section 8.3

Secretary – The Secretary, a designated city staff member, shall keep a record of all meetings of the Commission and those records will be retained at such office as the Commission may direct. The Secretary shall also perform such other ministerial functions relating to the position of Secretary as directed, including to facilitate communication by the City Council.

ARTICLE 9 – QUORUM

Section 9.1

Three (3) members of the Commission shall constitute a quorum for the transaction of business. Any action taken by a majority of those present, when those present constitute a quorum, at any regular or special meeting shall be deemed as the action of the Commission.

ARTICLE 10 – AGENDA/RULES OF ORDER

Section 10.1

The regular order of business shall be as follows, but may be adjusted as needed:

- Call to Order/Roll Call
- Approval of Minutes
- Public Hearing (if applicable), Including an Explanation of Public Hearing Procedures and a Staff Presentation
- Old Business
- New Business

- City Council Committee Liaison Report(s)
- ~~Planning~~ CED Director/Staff Report
- Commission Comments
- Adjournment

Section 10.2

Regular and special meetings of the Commission shall be conducted under the most recent edition of Roberts Rules of Order, except as otherwise addressed by these Bylaws.

ARTICLE 11 – PUBLIC HEARINGS

Section 11.1

The following procedure shall apply to Public Hearings held by the Planning Commission:

- The Director of ~~Planning and Community~~ and Economic Development or designee shall present the issue to the Planning Commission and respond to questions.
- A person may speak for up to three minutes, although up to ten minutes may be granted by the Chairperson if a person is speaking for a group of at least five people in attendance at the Public Hearing. The Chairperson may establish longer time periods, if there is unanimous concurrence by the rest of the Commission.
- The Planning Commission may ask questions of the speaker and the speaker may respond, but may not engage in further debate.

The Public Hearing will then be closed, but Planning Commission discussion may ensue if the Commission so desires.

ARTICLE 12 – COMPENSATION/EXPENSES

Section 12.1

The members of the Planning Commission shall serve without compensation.

Section 12.2

The City Council may appropriate a budget for use of the Planning Commission in meeting such expenses and expenditures as may be necessary. The City shall provide to the Planning Commission adequate space and facilities and necessary supplies to facilitate the official business of the Commission. It should be noted that the ~~Planning~~

~~and~~ Community and Economic Development Department is designated to provide space and the necessary supplies to facilitate the official business of the Commission.

ARTICLE 13 – CONFLICTS OF INTEREST

Section 13.1

If any member of the Planning Commission concludes that such member has a conflict of interest or an appearance of fairness problem with respect to a matter pending before the Commission, that member shall disqualify himself or herself from participating in the deliberations and the decision-making process with respect to that matter. If the Mayor and City Manager conclude that a member has a conflict of interest or an appearance of fairness problem with respect to a matter pending before the Commission, that member shall be disqualified from participating in the deliberations and the decision-making process with respect to that matter. In either event, the Mayor may appoint, without necessity of confirmation by the City Council, a person to serve as an alternate on the Planning Commission in regard to that particular matter.

ARTICLE 14 – AMENDMENT

Section 14.1

These Bylaws and Rules of Procedure may be amended by the City Council. Any amendments proposed by the Commission must be forwarded by the Commission to the City Council for consideration by the affirmative vote of a majority of the entire Commission membership during the course of a regular or special meeting; provided, however, that the amendment was proposed at a prior regular or special meeting.

RESOLUTION NO. 13-002

A RESOLUTION of the City Council of the City of SeaTac, Washington ratifying the 2012 amendments to the King County Countywide Planning Policies.

WHEREAS, the King County Countywide Planning Policies (CPP) establish a framework for guiding development in all King County jurisdictions; and

WHEREAS, the SeaTac City staff worked with the staffs of other cities and King County during 2011 and 2012 to develop amendments to the housing section of the CPP that addressed the concerns of the City of SeaTac and other cities in south King County; and

WHEREAS, the Planning Commission of the City of SeaTac reviewed the proposed amendments to the housing section on February 21, 2012, April 3, 2012; April 17, 2012; and

WHEREAS, the SeaTac City Council reviewed the proposed amendments to the housing section on February 14, 2012, and April 24, 2012; and

WHEREAS, the CPP are deemed adopted when ratified by King County and the requisite number of cities and satisfying the required population percentage; and

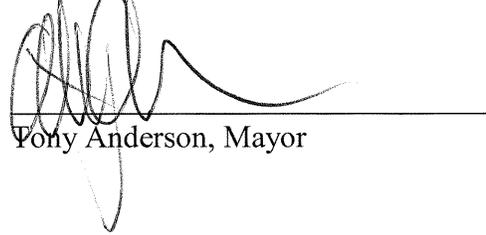
WHEREAS, the Metropolitan King County Council approved and ratified the 2012 amendments to the CPP on behalf of unincorporated King County on December 3, 2012;

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

The SeaTac City Council ratifies the 2012 amendments to the King County CPP as shown in Exhibit A.

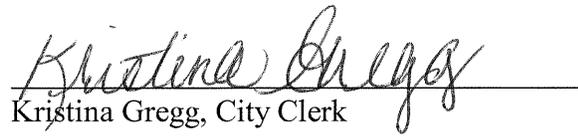
PASSED this 26th day of February, 2013 and signed in authentication thereof on this 26th day of February, 2013.

CITY OF SEATAC



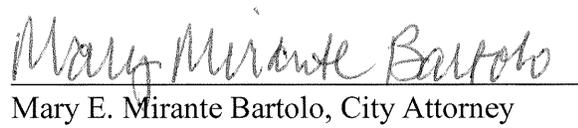
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[SeaTac Resolution Ratifying the 2012 King County CPP Amendments]

EXHIBIT A

King County Ordinances 17486 & 17487



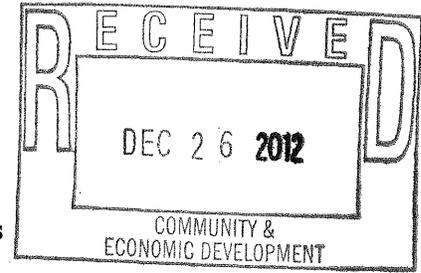
KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 4, 2012

Ordinance 17486



Proposed No. 2012-0282.3

Sponsors Phillips

1 AN ORDINANCE relating to adoption and ratification of
2 the King County Countywide Planning Policies; adding a
3 new section to K.C.C. chapter 20.10, decodifying K.C.C.
4 20.10.010, K.C.C. 20.10.020, K.C.C. 20.10.030, K.C.C.
5 20.10.040, K.C.C. 20.10.050, K.C.C. 20.10.065, K.C.C.
6 20.10.075 and K.C.C. 20.10.076 and repealing Ordinance
7 10450, Section 6, as amended, and K.C.C. 20.10.060.

STATEMENT OF FACTS:

- 8
- 9 1. The Countywide Planning Policies ("CPPs") are adopted in accordance
10 with the state Growth Management Act, under 36.70A.210 RCW.
- 11 2. The Growth Management Planning Council ("GMPC") was formed in
12 1992 to guide the development of the CPPs. The GMPC is a
13 representative body of elected officials from King County, the city of
14 Seattle, the city of Bellevue and the Suburban Cities Association.
15 Representatives of the special districts serve as ex officio members.
- 16 3. The CPPs establish a framework for guiding development in all King
17 County jurisdictions.

18 4. The CPPs are deemed adopted when ratified by King County and the
19 requisite number of cities and satisfying the required population
20 percentage.

21 5. The GMPC recommends CPP amendments to the King County council
22 for consideration, possible revision and ratification.

23 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

24 **SECTION 1. Findings:**

25 A. On September 21, 2011, the Growth Management Planning Council adopted
26 Motion 11-1 approving the 2011 King County Countywide Planning Policies.

27 B. On March 31, 2012, the school siting task force issued a final report.

28 C. On April 4, 2012, the Growth Management Planning Council adopted Motion
29 12-1 adding land on the west bank of the Duwamish river to the city of Seattle Potential
30 Annexation Area.

31 D. On June 6, 2012, the Growth Management Planning Council adopted Motion
32 12-2 implementing the recommendations of the school siting task force by adding new
33 policies and the Report of the School Siting Task Force as Appendix 5 to the Countywide
34 Planning Policies.

35 E. On June 6, 2012, the Growth Management Planning Council adopted Motion
36 12-3 adding a new housing chapter and revised housing appendix to the Countywide
37 Planning Policies.

38 F. On June 6, 2012, the Growth Management Planning Council adopted Motion
39 12-4 adding land on the west side of 216th Ave SE to the city of Black Diamond
40 Potential Annexation Area.

41 G. Attachment A to this ordinance incorporates Motions 11-1, 12-1, 12-2, 12-3
42 and 12-4 into the 2012 King County Countywide Planning Policies.

43 SECTION 2. The amendments to the King County Countywide Planning
44 Policies, and renamed the 2012 King County Planning Policies, as shown in Attachment
45 A to this ordinance, are hereby adopted and ratified on behalf of the population of
46 unincorporated King County.

47 NEW SECTION. SECTION 3. There is hereby added to K.C.C. chapter 20.10 a
48 new section to read as follows:

49 A. After the Growth Management Planning Council approves or amends the
50 Countywide Planning Policies, the executive, as its chair, shall timely transmit to the
51 King County council an ordinance adopting the Countywide Planning Policies or
52 amendments thereto.

53 B. The King County council shall refer the proposed ordinance transmitted by the
54 executive under subsection A. of this section to the committee on transportation,
55 economy and environment or its successor for review and consideration. If the King
56 County council recommends substantive revisions to the Countywide Planning Policies
57 or amendments approved by the Growth Management Planning Council, the King County
58 council may refer the proposed revisions to the Growth Management Planning Council
59 for its consideration and response.

60 C. Within ten days after the ordinance transmitted by the executive under
61 subsection A. of this section, as amended by the council, is effective, the clerk of the
62 King County council shall send the notice of enactment and the Countywide Planning
63 Policies and amendments to each city and town in King County for ratification as

64 provided for in the Countywide Planning Policies. Each city and town must take action
65 to ratify or reject the proposed Countywide Planning Policies or amendments as approved
66 by the King County council within ninety days after the date the ordinance approving the
67 Countywide Planning Policies or amendments was enacted. Failure of a city or town to
68 take action and notify the clerk of the King County council within ninety days shall be
69 deemed to be approval by that city or town. The notice shall include the date by which
70 each city or town must respond with its response to ratify or reject the proposed
71 Countywide Planning Policies or amendments and where the response should be directed.

72 D. Countywide Planning Policies or amendments are ratified if approved by the
73 county, cities and towns representing at least seventy percent of the county's population
74 and thirty percent of the jurisdictions. For ratification purposes, King County is the
75 jurisdiction representing the population in the unincorporated areas of the county.

76 E. Within ten days after the date for response established by the clerk of the King
77 County council under subsection C. of this section, the clerk of the King County council
78 shall notify the executive, as chair of the Growth Management Planning Council, of the
79 decision to ratify or not to ratify the Countywide Planning Policies or amendments.

80 SECTION 4. K.C.C. 20.10.010, K.C.C. 20.10.020, K.C.C. 20.10.030, K.C.C.
81 20.10.040, K.C.C. 20.10.050, K.C.C. 20.10.065, K.C.C. 20.10.075 and K.C.C. 20.10.076
82 are each hereby decodified.

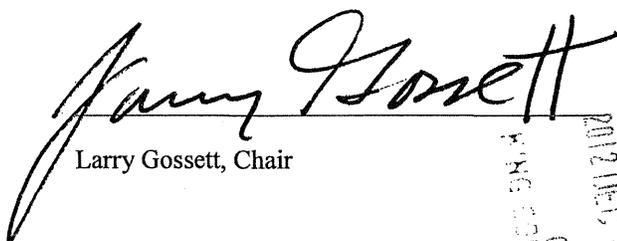
83 SECTION 5. Ordinance 10450, Section 6, as amended, and K.C.C. 20.10.060 are
84 each hereby repealed.

85

Ordinance 17486 was introduced on 8/20/2012 and passed as amended by the Metropolitan King County Council on 12/3/2012, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

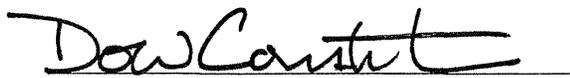
ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2012 DEC 13 PM 3:30
KING COUNTY COUNCIL

APPROVED this 13 day of DECEMBER, 2012.



Dow Constantine, County Executive

Attachments: A. 2012 King County Countywide Planning Policies, dated December 3, 2012

2012 King County Countywide Planning Policies

November, 2012

Amended December 3, 2012

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VISION 2040 STATEMENT

The 2012 King County Countywide Planning Policies were prepared to address changes to the Growth Management Act, take into account the passage of 20 years since their initial adoption, and to specifically reflect the regional direction established in VISION 2040.

Vision 2040 is the product of the Puget Sound Regional Council (PSRC), an association of cities, towns, counties, ports, tribes, and state agencies that serves as a forum for developing policies and making decisions about regional growth management, environmental, economic, and transportation issues in the four-county central Puget Sound region of Washington state (King, Kitsap, Pierce and Snohomish counties). Vision 2040's Regional Growth Strategy outlines how the four-county Puget Sound region should plan for additional population and employment growth.

As made clear in the Regional Growth Strategy, all jurisdictions in King County have a role in accommodating growth, using sustainable and environmentally responsible development practices. The 2012 King County Countywide Planning Policies support this strategy and provide direction at the county and jurisdiction level with appropriate specificity and detail needed to guide consistent and useable local comprehensive plans and regulations.

While VISION 2040 is consistent with the overall growth management strategy of the 1992 King County Countywide Planning Policies, restructuring the Countywide Planning Policies—into the six chapters of Environment, Development Patterns, Housing, Economy, Transportation, and Public Facilities and Services—was done to match the structure of VISION 2040.

VISION & FRAMEWORK

Vision for King County 2030

It is the year 2030 and our county has changed significantly in the roughly 40 years that have elapsed since the first Countywide Planning Policies were adopted in 1992. In many ways this is a result of the successful public-private partnership that has supported a diversified, sustainable regional economy and has managed and accommodated growth while maintaining the quality of life and the natural environment throughout King County.

King County in 2030 is characterized by:

- **Protected Critical Areas. Effective stewardship of the environment has preserved and protected the critical areas in the County, including wetlands, aquifer recharge areas, and fish and wildlife conservation areas.**
These critical areas continue to provide beneficial functions and values for reducing flooding, protecting water quality, supporting biodiversity, and enriching our quality of life for future generations as the as the region's population continues to grow.
- **Viable Rural Area. The Rural Area, established in 1992, is permanently protected with a clear boundary between Rural and Urban Areas.**
The successful protection of these lands is due in large part to continued innovation within the Urban Growth Area to create new ways to use land efficiently and sustainably. In this way, there is minimal pressure to convert rural lands. The Rural Area is a viable option for those seeking a lifestyle contrast to the Urban Growth Area. The pressure to urbanize the Rural Area has also been lessened by market pressures to use the land for agriculture.
- **Bountiful Agricultural Areas and Productive Forest Lands.**
More people are farming and a greater number of residents are benefiting from King County agricultural products, which can be purchased through a network of farmers markets and farm stands throughout the county. Since 2010, the increase in productive farming in the Agricultural Production District and in the Rural Area has accelerated as more residents seek locally grown food. Thriving markets now exist throughout the county for these products. The forests of the Pacific Northwest remain as some of the most productive in the world with large scale commercial forestry prevalent in the eastern half of the county.
- **Vibrant, diverse and compact urban communities.**
Within the Urban Growth Area little undeveloped land now exists and urban infrastructure has been extended to fully serve the entire Urban Growth Area.

Development activity is focused on redevelopment to create vibrant neighborhoods where residents can walk, bicycle or use public transit for most of their needs. Improvements to the infrastructure now focus on maintaining existing capacity as opposed to extending the infrastructure into previously unserved areas. Because of the innovations developed in public and private partnerships, there is still ample capacity to accommodate the planned population and employment growth targets within the Urban Growth Area.

Much of the growth in employment and new housing occurs in the Urban Centers. These centers successfully provide a mixture of living, working, cultural, and recreational activities for all members of the community. All the centers are linked together by a high-capacity transit system, including light rail and high capacity bus transit. Transit stations and hubs are within walking distance to all parts of the center and the high capacity transit system facilitates people moving easily from one center to another. Within the collection of Urban Centers there is balance between jobs and housing. Each center has developed its own successful urban character and all are noted for their livability, vibrancy, healthy environment, design, and pedestrian focus.

Smaller concentrations of businesses are distributed throughout the Urban Growth Area to provide goods and services to surrounding residential areas. Most residents are within walking distance of commercial areas, fostering a healthy community through physical exercise and a sense of neighborhood. Local transit systems provide convenient connections to the Urban Centers and elsewhere within the Urban Growth Area.

Manufacturing/ Industrial Centers continue to thrive and function as important hubs of the regional economy. These areas too are well served by transportation systems that emphasize the efficient movement of people, goods and information to and within Manufacturing/ Industrial Centers as well as connecting to other regions.

The entire Urban Growth Area is characterized by superior urban design with an open space network that defines and separates, yet links, the various jurisdictions and central places. Countywide and regional facilities have been equitably dispersed—located where needed, sited unobtrusively—and have provided appropriate incentives and amenities to the surrounding neighborhoods.

Rural Cities have created unique urban environments within the Rural Area and provide commercial services and employment opportunities for their residents. These include retail, business, educational and social services for residents both of cities and the surrounding Rural Area while protecting and supporting the surrounding Rural Area and Resource Lands.

Federal, state and regional funds have been used to further this land use plan and to fund needed regional facilities while local resources focus on funding local and neighborhood facilities. The sharing of resources to accomplish common goals is done so that the regional plan can succeed and all can benefit.

The economy is vibrant, vital, and sustainable, and emphasizes diversity in the range of goods and information produced and the services provided. Regional cooperation has focused on economic development activities that have retained and expanded key industries such as aerospace, software, and biotechnology while using the resources of the region to attract new business clusters such as in renewable energy. Businesses continue to locate in our county because of the high quality of life; the preservation of the natural environment; the emphasis on providing a superior education; the predictability brought about by the management of growth and the effectiveness of public-private partnerships supporting these attributes.

Housing opportunities for all incomes and lifestyles exist throughout the county and with the balanced transportation system access to employment is convenient and reliable. Innovation in the development of a diverse range of housing types has been fundamental in accommodating population growth. The diversity of housing types has allowed residents to stay within their community as their housing needs change.

King County communities are extraordinarily diverse culturally and this has been embraced and celebrated by the residents of King County. The needs of residents are attended to by a social service system that emphasizes prevention but stands ready to respond to direct needs as well. There is a sense of social equity within our communities and all share equitably in the distribution of and access to parks, open space, and vibrant neighborhood centers.

The Urban Growth Area is completely located within cities, which are the primary providers of urban services. Where appropriate, sub-regional consortia have been created for certain services, and King County government is recognized as a significant provider of regional services as well as the coordinator of local services to the Rural Area and Resource Lands.

Residents and businesses have recognized that, over time, through clear and reasonable timelines and financing commitments, issues will be addressed. Residents and businesses trust in their local governments because the plans and promises made to manage growth starting in 1992 have been followed. Change is accepted and proceeds in an orderly fashion based on the locally adopted and embraced growth management plans.

Framework

The year 1991 was one of tremendous change for the management of growth in King County and this environment of change gave rise to the distinctive character of the 1992 Countywide Planning Policies. While the Countywide Planning Policies have been amended periodically to address specific issues or revisions required by the Growth Management Act, the first thorough update of the Countywide Planning Policies was completed in 2012 to ensure that the Countywide Planning Policies are consistent with VISION 2040, the Growth Management Act and changes that had occurred in the previous twenty years within King County. In addition for the 2012 update, the Growth Management Planning Council directed that the revised policies

include countywide direction on three new policy areas: climate change, healthy communities and social equity. Understanding the history of the 1992 policies is important in order to establish the context for the revised policies.

In 1991 five major conditions gave rise to the first Countywide Planning Policies and the process used in their development and adoption:

- 1. In 1985, the King County Council adopted a Comprehensive Plan that for the first time established a clear boundary between Urban and Rural Areas and set forth standards to delineate a clear development character for each.**
- 2. In 1991, the adoption of the Growth Management Act transformed the way that local jurisdictions looked at land use planning as well as how they interacted with neighboring jurisdictions.**

A fundamental requirement of the Growth Management Act was coordination between a shared countywide vision on how growth would be planned for and accommodated and how this would be implemented by local jurisdictions. In 1991, the Growth Management Act was amended to include the requirement that Countywide Planning Policies be adopted to describe this vision and how these relationships would be created. These provisions gave rise to the creation of the Growth Management Planning Council – an advisory group of elected officials from jurisdictions throughout the county charged with overseeing the preparation of the Countywide Planning Policies. Since the Growth Management Act was new and many jurisdictions had not created a comprehensive plan before, the Countywide Planning Policies became a guide for jurisdictions to follow in complying with the Growth Management Act in areas as diverse as critical area regulation to local growth targets.

- 3. In 1991, the Puget Sound Council of Governments was dissolved and replaced with the Puget Sound Regional Council that initially had significantly reduced responsibilities for regional land use planning and coordination.**

Without an effective regional body for land use planning, it was necessary for the Puget Sound counties to identify their own process and organization for developing the Countywide Planning Policies. In the case of King County, this was the Growth Management Planning Council. Subsequently, as its responsibilities were expanded over time, the Puget Sound Regional Council developed VISION 2040, the multi-county vision and planning policies that set the structure for these revised Countywide Planning Policies.

- 4. By 1991, the Suburban Cities Association had changed from a loose coalition of cities outside of Seattle to a formal organization with the ability to represent constituent jurisdictions in regional forums.**

5. **Prior to the development of the Countywide Planning Policies, King County and METRO attempted and failed to win electoral support for merger.**

This defeat left jurisdictions with concerns about the relationship between city and county governments, and further confusion about the roles of governments in the Urban Growth Area.

Because of these conditions and the environment they fostered, jurisdictions in King County decided to go further than just meeting the specific statutory requirements for such policies. The 1992 King County Countywide Planning Policies provided direction for many issues related to growth management and established a policy structure for subsequent issue resolution.

Since their adoption, many of the initial Countywide Planning Policies have been codified into local regulations or carried out in regional or statewide arenas and no longer need to be included in them. Through amendments to the King County Charter and interlocal agreements, the relationship between county and city governments has been clearly defined and annexations and incorporations have brought most of the unincorporated urban area into the cities.

Other key actions that were required by the 1992 Countywide Planning Policies along with their current status are described below:

- Complete a fiscal and environmental review of the 1992 Countywide Planning Policies – completed and adopted in 1994;
- Establish housing and employment targets for each jurisdiction – completed in 1994 and periodically updated pursuant to the Countywide Planning Policies;
- Adopt local comprehensive plans pursuant to the Growth Management Act and Countywide Planning Policies – each jurisdiction within King County has an adopted plan that is periodically updated;
- Develop land use capacity and urban density evaluation program – developed and then superseded by the King County Buildable Lands Program as required by the Growth Management Act;
- Develop a growth management monitoring program – King County Benchmarks program established in 1994 and annually updated as described in policy G-2; and
- Evaluate the need to change the Urban Growth Boundary and work to maintain a permanent Rural Area – established in 1994 and periodically reviewed as described in the Development Patterns chapter.

General Policies

Unless otherwise noted, the Countywide Planning Policies apply to the Growth Management Planning Council, King County, and all of the cities within King County.

Amendments. While much has been accomplished, the Countywide Planning Policies were never intended to be static and will require amendment over time to reflect changed conditions. While the formal policy development is done by the Growth Management Planning Council, ideas for new policies begin in a variety of areas including individual jurisdictions. Policy G-1 below describes the process for amending the Countywide Planning Policies:

G--1 Maintain the currency of the Countywide Planning Policies through periodic review and amendment. Initiate and review all amendments at the Growth Management Planning Council through the process described below:

- a) Only the Growth Management Planning Council may propose amendments to the Countywide Planning Policies except for amendments to the Urban Growth Area that may also be proposed by King County in accordance with policies DP-15 and DP-16;
- b) Growth Management Planning Council recommends amendments to the King County Council for consideration, possible revision, and approval; proposed revisions by the King County Council that are of a substantive nature may be sent to the Growth Management Planning Council for their consideration and revised recommendation based on the proposed revision;
- c) A majority vote of the King County Council both constitutes approval of the amendments and ratification on behalf of the residents of Unincorporated King County.;
- d) After approval and ratification by the King County Council, amendments are forwarded to each city and town for ratification. Amendments cannot be modified during the city ratification process; and
- e) Amendments must be ratified within 90 days of King County approval and require affirmation by the county and cities and towns representing at least 70 percent of the county population and 30 percent of those jurisdictions. Ratification is either by an affirmative vote of the city's or town's council or by no action being taken within the ratification period.

Monitoring. Periodically evaluating the effectiveness of the Countywide Planning Policies is key to continuing their value to the region and local jurisdictions. In 1994 King County and cities established the current Benchmarks program to monitor and evaluate key regional indicators.

G-2 Monitor and benchmark the progress of the Countywide Planning Policies towards achieving the Regional Growth Strategy inclusive of the environment, development patterns, housing, the economy, transportation and the provision of public services. Identify corrective actions to be taken if progress toward benchmarks is not being achieved.

Investment. Key to ensuring the success of the Countywide Planning Policies is investment in regional infrastructure and programs. Balancing the use of limited available funds between regional and local needs is extremely complex.

G-3 Work collaboratively to identify and seek regional, state, and federal funding sources to invest in infrastructure, strategies, and programs to enable the full implementation of the Countywide Planning Policies. Balance needed regional investments with local needs when making funding determinations.

Consistency. The Countywide Planning Policies provide a common framework for local planning and each jurisdiction is required to update its comprehensive plans to be consistent with the Countywide Planning Policies. The full body of the Countywide Planning Policies is to be considered for decision-making.

G-4 Adopt comprehensive plans that are consistent with the Countywide Planning Policies as required by the Growth Management Act.

ENVIRONMENT

***Overarching Goal:** The quality of the natural environment in King County is restored and protected for future generations.*

Environmental Sustainability

Local governments have a key role in shaping sustainable communities by integrating sustainable development and business practices with ecological, social, and economic concerns. Local governments also play a pivotal role in ensuring environmental justice by addressing environmental impacts on minority and low-income populations and by pursuing fairness in the application of policies and regulations.

EN-1 Incorporate environmental protection and restoration efforts into local comprehensive plans to ensure that the quality of the natural environment and its contributions to human health and vitality are sustained now and for future generations.

EN-2 Encourage low impact development approaches for managing stormwater, protecting water quality, minimizing flooding and erosion, protecting habitat, and reducing greenhouse gas emissions.

EN-3 Encourage the transition to a sustainable energy future by reducing demand through planning for efficiency and conservation and by meeting reduced needs from sustainable sources.

EN-4 Identify and preserve regionally significant open space networks in both Urban and Rural Areas. Develop strategies and funding to protect lands that provide the following valuable functions:

- Physical or visual separation delineating growth boundaries or providing buffers between incompatible uses;
- Active and passive outdoor recreation opportunities;
- Wildlife habitat and migration corridors that preserve and enhance ecosystem resiliency in the face of urbanization and climate change;
- Preservation of ecologically sensitive, scenic or cultural resources;
- Urban green space, habitats, and ecosystems;
- Forest resources; and
- Food production potential.

EN-5 Identify and mitigate unavoidable negative impacts of public actions that disproportionately affect people of color and low-income populations.

Earth and Habitat

Healthy ecosystems and environments are vital to the sustainability of all plant and animal life, including humans. Protection of biodiversity in all its forms and across all landscapes is critical to continued prosperity and high quality of life in King County. The value of biodiversity to sustaining long-term productivity and both economic and ecological benefits is evident in fisheries, forestry, and agriculture. For ecosystems to be healthy and provide healthful benefits to people, local governments must prevent negative human impacts and work to ensure that this ecosystem remain diverse and productive over time. With the impending effects of climate change, maintaining biodiversity becomes even more critical to the preservation and resilience of resource-based activities and to many social and ecological systems. Protection of individual species, including Chinook salmon, also plays an important role in sustaining biodiversity and quality of life within the county. Since 2000, local governments, citizens, tribes, conservation districts, non-profit groups, and federal and state fisheries managers have cooperated to develop and implement watershed-based salmon conservation plans, known as Water Resource Inventory Area plans, to conserve and restore habitat for Chinook salmon today and for future generations.

EN-6 Coordinate approaches and standards for defining and protecting critical areas especially where such areas and impacts to them cross jurisdictional boundaries.

EN-7 Encourage basin-wide approaches to wetland protection, emphasizing preservation and enhancement of the highest quality wetlands and wetland systems.

EN-8 Develop an integrated and comprehensive approach to managing fish and wildlife habitat conservation, especially protecting endangered, threatened, and sensitive species.

EN-9 Implement salmon habitat protection and restoration priorities in approved Water Resource Inventory Area plans.

Flood Hazards

Flooding is a natural process that affects human communities and natural environments in King County. Managing floodplain development and conserving aquatic habitats are the main challenges for areas affected by flooding. The King County Flood Control District exists to protect public health and safety, regional economic centers, public and private property and transportation corridors. Local governments also have responsibility for flood control within their boundaries.

EN-10 Coordinate and fund flood hazard management efforts through the King County Flood Control District.

EN-11 Work cooperatively to meet regulatory standards for floodplain development as these standards are updated for consistency with relevant federal requirements including those related to the Endangered Species Act.

EN-12 Work cooperatively with the federal, state, and regional agencies and forums to develop regional levee maintenance standards that ensure public safety and protect habitat.

Water Resources

The flow and quality of water is impacted by water withdrawals, land development, stormwater management, and climate change. Since surface and ground waters do not respect political boundaries, cross-jurisdictional coordination of water is required to ensure its functions and uses are protected and sustained. The Puget Sound Partnership was created by the Washington State Legislature as the state agency with the responsibility for assuring the preservation and recovery of Puget Sound and the freshwater systems flowing into the Sound. King County plays a key role in these efforts because of its large population and its location in Central Puget Sound.

EN-13 Collaborate with the Puget Sound Partnership to implement the Puget Sound Action Agenda and to coordinate land use and transportation plans and actions for the benefit of Puget Sound and its watersheds.

EN-14 Manage natural drainage systems to improve water quality and habitat functions, minimize erosion and sedimentation, protect public health, reduce flood risks, and moderate peak storm water runoff rates. Work cooperatively among local, regional, state, national and tribal jurisdictions to establish, monitor and enforce consistent standards for managing streams and wetlands throughout drainage basins.

EN-15 Establish a multi-jurisdictional approach for funding and monitoring water quality, quantity, biological conditions, and outcome measures and for improving the efficiency and effectiveness of monitoring efforts.

Air Quality and Climate Change

Greenhouse gas emissions are resulting in a changing and increasingly variable climate. King County's snow-fed water supply is especially vulnerable to a changing climate. Additionally, the patterns of storm events and river and stream flow patterns are changing and our shorelines are susceptible to rising sea levels. Carbon dioxide reacts with seawater and reduces the water's pH, threatening the food web in Puget Sound. While local governments can individually work to reduce greenhouse gas emissions, more significant emission reductions can only be accomplished through countywide coordination of land use patterns and promotion of transportation systems that provide practical alternatives to single occupancy vehicles. Efficient energy consumption is both a mitigation and an adaptation strategy. Local governments can improve energy efficiency through the development of new infrastructure as well as the maintenance and updating of existing infrastructure.

EN-16 Plan for land use patterns and transportation systems that minimize air pollution and greenhouse gas emissions, including:

- Maintaining or exceeding existing standards for carbon monoxide, ozone, and particulates;
- Directing growth to Urban Centers and other mixed use/ high density locations that support mass transit, encourage non-motorized modes of travel and reduce trip lengths;
- Facilitating modes of travel other than single occupancy vehicles including transit, walking, bicycling, and carpooling;
- Incorporating energy-saving strategies in infrastructure planning and design;
- Encouraging new development to use low emission construction practices, low or zero net lifetime energy requirements and "green" building techniques; and
- Increasing the use of low emission vehicles, such as efficient electric-powered vehicles.

EN-17 Establish a countywide greenhouse gas reduction target that meets or exceeds the statewide reduction requirement that is stated as the 2050 goal of a 50 percent reduction below 1990 levels.

EN-18 Establish a greenhouse gas emissions inventory and measurement framework for use by all King County jurisdictions to efficiently and effectively measure progress toward countywide targets established pursuant to policy EN-17.

EN-19 Promote energy efficiency, conservation methods and sustainable energy sources to support climate change reduction goals.

EN-20 Plan and implement land use, transportation, and building practices that will greatly reduce consumption of fossil fuels.

EN-21 Formulate and implement climate change adaptation strategies that address the impacts of climate change to public health and safety, the economy, public and private infrastructure, water resources, and habitat.

DEVELOPMENT PATTERNS

The policies in this chapter address the location, types, design and intensity of land uses that are desired in King County and its cities. They guide implementation of the vision for physical development within the county. The policies also provide a framework for how to focus improvements to transportation, public services, the environment, and affordable housing, as well as how to incorporate concerns about climate change and public health into planning for new growth. Development patterns policies are at the core of growth management efforts in King County; they further the goals of VISION 2040, and recognize the variety of local communities that will be taking action to achieve those goals.

Overarching Goal: *Growth in King County occurs in a compact, centers-focused pattern that uses land and infrastructure efficiently and that protects Rural and Resource Lands.*

The Countywide Planning Policies designate land as Urban, Rural, or Resource. The Land Use Map in Appendix 1 shows the Urban Growth Area boundary and Urban, Rural, and Resource Lands within King County. Further sections of this chapter provide more detailed descriptions and guidance for planning within each of the three designations.

DP-1 All lands within King County are designated as:

- Urban land within the Urban Growth Area, where new growth is focused and accommodated;
- Rural land, where farming, forestry, and other resource uses are protected, and very low-density residential uses, and small-scale non-residential uses are allowed; or
- Resource land, where permanent regionally significant agricultural, forestry, and mining lands are preserved.

Urban Growth Area

The Urban Growth Area encompasses all of the urban designated lands within King County. These lands include all cities as well as a portion of unincorporated King County. Consistent with the Growth Management Act and VISION 2040, urban lands are intended to be the focus of future growth that is compact, includes a mix of uses, and is well-served by public infrastructure. Urban lands also include a network of open space where ongoing maintenance is a local as well as a regional concern.

The pattern of growth within the Urban Growth Area implements the Regional Growth Strategy through allocation of targets to local jurisdictions. The targets create an obligation to plan and provide zoning for future potential growth, but do not obligate a jurisdiction to guarantee that a given number of housing units will be built or jobs added during the planning period.

Several additional elements in the Development Patterns chapter reinforce the vision and targeted growth pattern for the Urban Growth Area. Procedures and criteria for amending the Urban Growth Area boundary address a range of objectives and ensure that changes balance the needs for land to accommodate growth with the overarching goal of preventing sprawl within the county. A review and evaluation program provides feedback for the county and cities on the effectiveness of their efforts to accommodate and achieve the desired land use pattern. Joint planning facilitates the transition of governance of the Urban Growth Area from the county to cities, consistent with the Growth Management Act.

Urban form and development within the Urban Growth Area are important settings to provide people with choices to engage in more physical activity, eat healthy food, and minimize exposure to harmful environments and substances. In particular, the quality and safety of walking and biking routes children use to reach school is known to affect their health.

Goal Statement: *The Urban Growth Area accommodates growth consistent with the Regional Growth Strategy and growth targets through land use patterns and practices that create vibrant, healthy, and sustainable communities.*

Urban Lands

DP-2 Promote a pattern of compact development within the Urban Growth Area that includes housing at a range of urban densities, commercial and industrial development, and other urban facilities, including medical, governmental, institutional, and educational uses and parks and open space. The Urban Growth Area will include a mix of uses that are convenient to and support public transportation in order to reduce reliance on single occupancy vehicle travel for most daily activities.

DP-3 Efficiently develop and use residential, commercial, and manufacturing land in the Urban Growth Area to create healthy and vibrant urban communities with a full range of urban services, and to protect the long-term viability of the Rural Area and Resource Lands. Promote the efficient use of land within the Urban Growth Area by using methods such as:

- Directing concentrations of housing and employment growth to designated centers;
- Encouraging compact development with a mix of compatible residential, commercial, and community activities;
- Maximizing the use of the existing capacity for housing and employment; and
- Coordinating plans for land use, transportation, capital facilities and services.

DP-4 Concentrate housing and employment growth within the designated Urban Growth Area. Focus housing growth within countywide designated Urban Centers and locally designated local centers. Focus employment growth within countywide designated Urban and Manufacturing/Industrial Centers and within locally designated local centers.

DP-5 Decrease greenhouse gas emissions through land use strategies that promote a mix of housing, employment, and services at densities sufficient to promote walking, bicycling, transit, and other alternatives to auto travel.

DP-6 Plan for development patterns that promote public health by providing all residents with opportunities for safe and convenient daily physical activity, social connectivity, and protection from exposure to harmful substances and environments.

DP-7 Plan for development patterns that promote safe and healthy routes to and from public schools.

DP-8 Increase access to healthy food in communities throughout the Urban Growth Area by encouraging the location of healthy food purveyors, such as grocery stores and farmers markets, and community food gardens in proximity to residential uses and transit facilities.

DP-9 Designate Urban Separators as permanent low-density incorporated and unincorporated areas within the Urban Growth Area. Urban Separators are intended to protect Resource Lands, the Rural Area, and environmentally sensitive areas, and create open space and wildlife corridors within and between communities while also providing public health, environmental, visual, and recreational benefits. Changes to Urban Separators are made pursuant to the Countywide Planning Policies amendment process described in policy G-1. Designated Urban Separators within cities and unincorporated areas are shown in the Urban Separators Map in Appendix 3.

DP 10 Discourage incompatible land uses from locating adjacent to general aviation airports throughout the county.

Growth Targets

DP-11 GMPC shall allocate residential and employment growth to each city and unincorporated urban area in the county. This allocation is predicated on:

- Accommodating the most recent 20-year population projection from the state Office of Financial Management and the most recent 20-year regional employment forecast from the Puget Sound Regional Council;
- Planning for a pattern of growth that is consistent with the Regional Growth Strategy including focused growth within cities with countywide designated centers and within other larger cities, limited development in the Rural Area, and protection of designated Resource Lands;
- Efficiently using existing zoned and future planned development capacity as well as the capacity of existing and planned infrastructure, including sewer and water systems;

- Promoting a land use pattern that can be served by a connected network of public transportation services and facilities and pedestrian and bicycle infrastructure and amenities;
- Improving the jobs/housing balance within the region and the county;
- Promoting sufficient opportunities for housing and employment development throughout the Urban Growth Area;
- Allocating growth to individual Potential Annexation Areas within the urban unincorporated area proportionate to its share of unincorporated capacity for housing and employment growth.

DP-12 GMPC shall:

- Update housing and employment targets periodically to provide jurisdictions with up-to-date growth allocations to be incorporated in state-mandated comprehensive plan updates;
- Adopt housing and employment growth targets in the Countywide Planning Policies pursuant to the procedure described in policy G-1; and
- Adjust targets administratively upon annexation of unincorporated Potential Annexation Areas by cities. Growth targets for the 2006-2031 planning period are shown in table DP-1.

DP-13 All jurisdictions shall plan to accommodate housing and employment targets. This includes:

- Adopting comprehensive plans and zoning regulations that provide capacity for residential, commercial, and industrial uses that is sufficient to meet 20-year growth needs and is consistent with the desired growth pattern described in VISION 2040;
- Coordinating water, sewer, transportation and other infrastructure plans and investments among agencies, including special purpose districts; and
- Transferring and accommodating unincorporated area housing and employment targets as annexations occur.

2012 King County Countywide Planning Policies

November 2012

Amended December 3, 2012

Table DP-1: King County Jurisdiction Growth Targets 2006-2031					
		Net New Units 2006-2031		Net New Jobs 2006-2031	
		Housing Target	Potential Annexation Area Housing Target	Employment Target	Potential Annexation Area Emp Target
Metropolitan Cities	Bellevue	17,000	290	53,000	
	Seattle	86,000		146,700	
	Metropolitan Cities Subtotal	103,000		199,700	
	Auburn	9,620		19,350	
	Bothell	3,000	810	4,800	200
	Burien	4,440		4,960	
	Federal Way	8,100	2,390	12,300	290
	Kent	9,270	90	13,280	210
	Kirkland	8,570		20,850	
	Redmond	10,200	640	23,000	
Renton	14,835	3,895	29,000	470	
SeaTac	5,800		25,300		
Tukwila	4,800	50	15,500	2,050	
Core Cities Subtotal	78,638		168,340		
Larger Cities	Des Moines	3,000		5,000	
	Issaquah	5,750	290	20,000	
	Kenmore	3,500		3,000	
	Maple Valley	1,800	1,060	2,000	
	Mercer Island	2,000		1,000	
	Sammamish	4,000	350	1,800	
	Shoreline	5,000		5,000	
	Woodinville	3,000		5,000	
Larger Cities Subtotal	28,050		42,800		
Small Cities	Algona	190		210	
	Beaux Arts	3		3	
	Black Diamond	1,900		1,050	
	Carnation	330		370	
	Clyde Hill	10		0	
	Covington	1,470		1,320	
	Duvall	1,140		840	
	Enumclaw	1,425		735	
	Hunts Point	1		0	
	Lake Forest Park	475		210	
	Medina	19		0	
	Milton	50	90	160	
	Newcastle	1,200		735	
	Normandy Park	120		65	
	North Bend	665		1,050	
	Pacific	285	135	370	
	Skykomish	10		0	
Snoqualmie	1,615		1,050		
Yarrow Point	14		0		
Small Cities Subtotal	10,922		8,168		
Urban Unincorp	Potential Annexation Areas	10,090		3,220	
	North Highline	820		2,170	
	Bear Creek UPD	910		3,580	
	Unclaimed Urban Uninc.	650		90	
Urban Incorporated Subtotal	12,470		9,060		
Urban Growth Area Total	233,077		428,068		

Chapter: DEVELOPMENT PATTERNS

Amendments to the Urban Growth Area

The following policies guide the decision-making process by both the GMPC and King County regarding proposals to expand the Urban Growth Area.

DP-14 Review the Urban Growth Area at least every ten years. In this review consider monitoring reports and other available data. As a result of this review, and based on the criteria established in policies DP-15 and DP-16, King County may propose and then the Growth Management Planning Council may recommend amendments to the Countywide Planning Policies and King County Comprehensive Plan that make changes to the Urban Growth Area boundary.

DP-15 Allow amendment of the Urban Growth Area only when the following steps have been satisfied:

- a) The proposed expansion is under review by the County as part of an amendment process of the King County Comprehensive Plan;
- b) King County submits the proposal to the Growth Management Planning Council for the purposes of review and recommendation to the King County Council on the proposed amendment to the Urban Growth Area;
- c) The King County Council approves or denies the proposed amendment; and
- d) If approved by the King County Council, the proposed amendment is ratified by the cities following the procedures set forth in policy G-1.

DP-16 Allow expansion of the Urban Growth Area only if at least one of the following criteria is met:

- a) A countywide analysis determines that the current Urban Growth Area is insufficient in size and additional land is needed to accommodate the housing and employment growth targets, including institutional and other non-residential uses, and there are no other reasonable measures, such as increasing density or rezoning existing urban land, that would avoid the need to expand the Urban Growth Area; or
- b) A proposed expansion of the Urban Growth Area is accompanied by dedication of permanent open space to the King County Open Space System, where the acreage of the proposed open space
 - 1) is at least four times the acreage of the land added to the Urban Growth Area;
 - 2) is contiguous with the Urban Growth Area with at least a portion of the dedicated open space surrounding the proposed Urban Growth Area expansion; and
 - 3) Preserves high quality habitat, critical areas, or unique features that contribute to the band of permanent open space along the edge of the Urban Growth Area; or
- c) The area is currently a King County park being transferred to a city to be maintained as a park in perpetuity or is park land that has been owned by a city since 1994 and is less than thirty acres in size.

DP-17 If expansion of the Urban Growth Area is warranted based on the criteria in DP-16(a) or DP-16(b), add land to the Urban Growth Area only if it meets all of the following criteria:

- a) Is adjacent to the existing Urban Growth Area and is no larger than necessary to promote compact development that accommodates anticipated growth needs;
- b) Can be efficiently provided with urban services and does not require supportive facilities located in the Rural Area;
- c) Follows topographical features that form natural boundaries, such as rivers and ridge lines and does not extend beyond natural boundaries, such as watersheds, that impede the provision of urban services;
- d) Is not currently designated as Resource Land;
- e) Is sufficiently free of environmental constraints to be able to support urban development without significant adverse environmental impacts, unless the area is designated as an Urban Separator by interlocal agreement between King County and the annexing city; and
- f) Is subject to an agreement between King County and the city or town adjacent to the area that the area will be added to the city's Potential Annexation Area. Upon ratification of the amendment, the Countywide Planning Policies will reflect both the Urban Growth Area change and Potential Annexation Area change.

DP-18 Allow redesignation of Urban land currently within the Urban Growth Area to Rural land outside of the Urban Growth Area if the land is not needed to accommodate projected urban growth, is not served by public sewers, is contiguous with the Rural Area, and:

- a) Is not characterized by urban development;
- b) Is currently developed with a low density lot pattern that cannot be realistically redeveloped at an urban density; or
- c) Is characterized by environmentally sensitive areas making it inappropriate for higher density development.

Review and Evaluation Program

The following policies guide the decision-buildable lands program conducted by the GMPC and King County.

DP-19 Conduct a buildable lands program that meets or exceeds the review and evaluation requirements of the Growth Management Act. The purposes of the buildable lands program are:

- To collect and analyze data on development activity, land supply, and capacity for residential, commercial, and industrial land uses;
- To evaluate the consistency of actual development densities with current comprehensive plans; and
- To evaluate the sufficiency of land capacity to accommodate growth for the remainder of the planning period.

DP-20 If necessary based on the findings of a periodic buildable lands evaluation report, adopt reasonable measures, other than expansion of the Urban Growth Area, to increase land capacity for housing and employment growth within the Urban Growth Area by making more efficient use of urban land consistent with current plans and targets.

Joint Planning and Annexation

DP-21 Coordinate the preparation of comprehensive plans among adjacent and other affected jurisdictions as a means to avoid or mitigate the potential cross-border impacts of urban development.

DP-22 Designate Potential Annexation Areas in city comprehensive plans and adopt them in the Countywide Planning Policies. Ensure that Potential Annexation Areas do not overlap or leave unincorporated urban islands between cities.

DP-23 Facilitate the annexation of unincorporated areas within the Urban Growth Area that are already urbanized and are within a city's Potential Annexation Area in order to provide urban services to those areas. Annexation is preferred over incorporation.

DP-24 Allow cities to annex territory only within their designated Potential Annexation Area as shown in the Potential Annexation Areas Map in Appendix 2. Phase annexations to coincide with the ability of cities to coordinate the provision of a full range of urban services to areas to be annexed.

DP-25 Within the North Highline unincorporated area, where Potential Annexation Areas overlapped prior to January 1, 2009, strive to establish alternative non-overlapping Potential Annexation Area boundaries through a process of negotiation. Absent a negotiated resolution, a city may file a Notice of Intent to Annex with the Boundary Review Board for King County for territory within its designated portion of a Potential Annexation Area overlap as shown in the Potential Annexation Areas Map in Appendix 2 and detailed in the city's comprehensive plan after the following steps have been taken:

- a) The city proposing annexation has, at least 30 days prior to filing a Notice of Intent to annex with the Boundary Review Board, contacted in writing the cities with the PAA overlap and the county to provide notification of the city's intent to annex and to request a meeting or formal mediation to discuss boundary alternatives, and;
- b) The cities with the Potential Annexation Area overlap and the county have either:
 - i) Agreed to meet but failed to develop a negotiated settlement to the overlap within 60 days of receipt of the notice, or
 - ii) Declined to meet or failed to respond in writing within 30 days of receipt of the notice.

DP-26 Develop agreements between King County and cities with Potential Annexation Areas to apply city-compatible development standards that will guide land development prior to annexation.

DP-27 Evaluate proposals to annex or incorporate unincorporated land based on the following criteria:

- a) Conformance with Countywide Planning Policies including the Urban Growth Area boundary;
- b) The ability of the annexing or incorporating jurisdiction to provide urban services at standards equal to or better than the current service providers; and
- c) Annexation or incorporation in a manner that will avoid creating unincorporated islands of development.

DP-28 Resolve the issue of unincorporated road islands within or between cities. Roadways and shared streets within or between cities, but still under King County jurisdiction, should be annexed by adjacent cities.

Centers

A centers strategy is the linchpin for King County to achieve the Regional Growth Strategy as well as a range of other objectives, particularly providing a land use framework for an efficient and effective regional transit system. Countywide designation of Urban Centers and local designation of local centers provide for locations of mixed-use zoning, infrastructure, and concentrations of services and amenities to accommodate both housing and employment growth. Manufacturing/Industrial Centers preserve lands for family-wage jobs in basic industries and trade and provide areas where that employment may grow in the future.

Goal Statement: *King County grows in a manner that reinforces and expands upon a system of existing and planned central places within which concentrated residential communities and economic activities can flourish.*

Urban Centers

DP-29 Concentrate housing and employment growth within designated Urban Centers.

DP-30 Designate Urban Centers in the Countywide Planning Policies where city-nominated locations meet the criteria in policies DP-31 and DP-32 and where the city's commitments will help ensure the success of the center. Urban Centers will be limited in number and located on existing or planned high capacity transit corridors to provide a framework for targeted private and public investments that support regional land use and transportation goals. The Land Use Map in Appendix 1 shows the locations of the designated Urban Centers.

DP-31 Allow designation of new Urban Centers where the proposed Center:

- a) Encompasses an area up to one and a half square miles; and
- b) Has adopted zoning regulations and infrastructure plans that are adequate to accommodate:
 - i) A minimum of 15,000 jobs within one-half mile of an existing or planned high-capacity transit station;
 - ii) At a minimum, an average of 50 employees per gross acre within the Urban Center; and
 - iii) At a minimum, an average of 15 housing units per gross acre within the Urban Center.

DP-32 Adopt a map and housing and employment growth targets in city comprehensive plans for each Urban Center, and adopt policies to promote and maintain quality of life in the Center through:

- A broad mix of land uses that foster both daytime and nighttime activities and opportunities for social interaction;
- A range of affordable and healthy housing choices;
- Historic preservation and adaptive reuse of historic places;
- Parks and public open spaces that are accessible and beneficial to all residents in the Urban Center;
- Strategies to increase tree canopy within the Urban Center and incorporate low-impact development measures to minimize stormwater runoff;
- Facilities to meet human service needs;
- Superior urban design which reflects the local community vision for compact urban development;
- Pedestrian and bicycle mobility, transit use, and linkages between these modes;
- Planning for complete streets to provide safe and inviting access to multiple travel modes, especially bicycle and pedestrian travel; and
- Parking management and other strategies that minimize trips made by single-occupant vehicle, especially during peak commute periods.

DP-33 Form the land use foundation for a regional high-capacity transit system through the designation of a system of Urban Centers. Urban Centers should receive high priority for the location of transit service.

Manufacturing/ Industrial Centers

DP-34 Concentrate manufacturing and industrial employment within countywide designated Manufacturing/ Industrial Centers. The Land Use Map in Appendix 1 shows the locations of the designated Manufacturing/Industrial Centers.

DP-35 Adopt in city comprehensive plans a map and employment growth targets for each Manufacturing/ Industrial Center and adopt policies and regulations for the Center to:

- Provide zoning and infrastructure adequate to accommodate a minimum of 10,000 jobs;
- Preserve and enhance sites that are appropriate for manufacturing or other industrial uses;
- Strictly limit residential uses and discourage land uses that are not compatible with manufacturing and industrial uses, such as by imposing low maximum size limits on offices and retail uses that are not accessory to an industrial use;
- Facilitate the mobility of employees by transit and the movement of goods by truck, rail, air or waterway, as appropriate;
- Provide for capital facility improvement projects which support the movement of goods and manufacturing/industrial operations;
- Ensure that utilities are available to serve the center;
- Avoid conflicts with adjacent land uses to ensure the continued viability of the land in the Manufacturing/ Industrial Center for manufacturing and industrial activities; and
- Attract and retain the types of businesses that will ensure economic growth and stability.

DP-36 Minimize or mitigate potential health impacts of the activities in Manufacturing/ Industrial Centers on residential communities, schools, open space, and other public facilities.

DP-37 Designate additional Manufacturing/ Industrial Centers in the Countywide Planning Policies pursuant to the procedures described in policy G-1 based on nominations from cities and after determining that:

- a) the nominated locations meet the criteria set forth in policy DP-35 and the criteria established by the Puget Sound Regional Council for Regional Manufacturing/ Industrial Centers;
- b) the proposed center's location will promote a countywide system of Manufacturing/ Industrial Centers with the total number of centers representing a realistic growth strategy for the county; and
- c) the city's commitments will help ensure the success of the center.

Local Centers

DP-38 Identify in comprehensive plans local centers, such as city or neighborhood centers, transit station areas, or other activity nodes, where housing, employment, and services are accommodated in a compact form and at sufficient densities to support transit service and to make efficient use of urban land.

Urban Design and Historic Preservation

The countywide vision includes elements of urban design and form intended to integrate urban development into existing built and natural environments in ways that enhance both the urban and natural settings. These elements include high quality design, context sensitive infill and redevelopment, historic preservation, and the interdependence of urban and rural and agricultural lands and uses.

Goal statement: *The built environment in both urban and rural settings achieves a high degree of high quality design that recognizes and enhances, where appropriate, existing natural and urban settings.*

DP-39 Develop neighborhood planning and design processes that encourage infill development, redevelopment, and reuse of existing buildings and that, where appropriate based on local plans, enhance the existing community character and mix of uses.

DP-40 Promote a high quality of design and site planning in publicly-funded and private development throughout the Urban Growth Area.

DP-41 Preserve significant historic, archeological, cultural, architectural, artistic, and environmental features, especially where growth could place these resources at risk. Where appropriate, designate individual features or areas for protection or restoration. Encourage land use patterns and adopt regulations that protect historic resources and sustain historic community character.

DP-42 Design new development to create and protect systems of green infrastructure, such as urban forests, parks, green roofs, and natural drainage systems, in order to reduce climate-altering pollution and increase resilience of communities to climate change impacts.

DP-43 Design communities, neighborhoods, and individual developments using techniques that reduce heat absorption, particularly in Urban Centers.

DP-44 Adopt design standards or guidelines that foster infill development that is compatible with the existing or desired urban character.

Rural Area and Resource Lands

The Rural Area and Resource Lands encompass all areas outside of the Urban Growth Area and include Vashon Island in Puget Sound and the area just east of the Urban Growth Area all the way to the crest of the Cascade Mountains. The Rural Area is characterized by low density development with a focus on activities that are dependent on the land such as small scale farming and forestry. The Rural Area also provides important environmental and habitat

functions and is critical for salmon recovery. The location of the Rural Area, between the Urban Growth Area and designated Resource Lands, helps to protect commercial agriculture and timber from incompatible uses. The Rural Area, outside of the Rural Cities, is to remain in unincorporated King County and is to be provided with a rural level of service.

Rural Area

Goal Statement: *The Rural Area provides a variety of landscapes, maintains diverse low density communities, and supports rural economic activities based on sustainable stewardship of the land.*

DP-45 Limit growth in the Rural Area to prevent sprawl and the overburdening of rural services, reduce the need for new rural infrastructure, maintain rural character, and protect the natural environment.

DP-46 Limit residential development in the Rural Area to housing at low densities that are compatible with rural character and comply with the following density guidelines:

- a) One home per 20 acres where a pattern of large lots exists and to buffer Forest Protection Districts and Agricultural Districts;
- b) One home per 10 acres where the predominant lot size is less than 20 acres; or
- c) One home per five acres where the predominant lot size is less than 10 acres.
- d) Allow limited clustering within development sites to avoid development on environmentally critical lands or on productive forest or agricultural lands, but not to exceed the density guidelines cited in (a) through (c).

DP-47 Limit the extension of urban infrastructure improvements through the Rural Area to only cases where it is necessary to serve the Urban Growth Area and where there are no other feasible alignments. Such limited extensions may be considered only if land use controls are in place to restrict uses appropriate for the Rural Area and only if access management controls are in place to prohibit tie-ins to the extended facilities.

DP-48 Establish rural development standards to protect the natural environment by using seasonal and maximum clearing limits for vegetation, limits on the amount of impervious surface, surface water management standards that preserve natural drainage systems, water quality and groundwater recharge, and best management practices for resource-based activities.

DP-49 Prevent or, if necessary, mitigate negative impacts of urban development to the adjacent Rural Area.

DP-50 Except as provided in Appendix 5 (March 31, 2012 School Siting Task Force Report), limit new nonresidential uses located in the Rural Area to those that are demonstrated to serve the

Rural Area, unless the use is dependent upon a rural location. Such uses shall be of a size, scale, and nature that is consistent with rural character.

DP-51 Allow cities that own property in the Rural Area to enter into interlocal agreements with King County to allow the cities to provide services to the properties they own as long as the cities agree to not annex the property or serve it with sewers or any infrastructure at an urban level of service. The use of the property must be consistent with the rural land use policies in the Countywide Planning Policies and the King County Comprehensive Plan.

Resource Lands

The Resource Lands are designated areas with long term commercial significance for agriculture, forestry, and mining, and are depicted in the Land Use Map in Appendix 1 as Forest Product Districts, Agricultural Production Districts, and Mineral Resource Lands. The use and designation of these lands are to be permanent, in accordance with the Growth Management Act. King County has maintained this base of agriculture and forest lands despite the rapid growth of the previous decades. The Resource Lands are to remain in unincorporated King County but their benefit and significance is felt throughout the county into the cities. Within cities, farmers markets are becoming important and sought after neighborhood amenities.

The forests of the Pacific Northwest are some of the most productive in the world and King County has retained two-thirds of the county in forest cover. Large scale forestry is a traditional land use in the eastern half of King County and remains a significant contributor to the rural economy. In addition, forests provide exceptional recreational opportunities, including downhill and cross-country skiing, mountain biking, hiking, and backpacking.

Goal Statement: *Resource Lands are valuable assets of King County and are renowned for their productivity and sustainable management.*

DP-52 Promote and support forestry, agriculture, mining and other resource-based industries outside of the Urban Growth Area as part of a diverse and sustainable regional economy.

DP-53 Conserve commercial agricultural and forestry resource lands primarily for their long-term productive resource value and for the open space, scenic views, wildlife habitat, and critical area protection they provide. Limit the subdivision of land so that parcels remain large enough for commercial resource production.

DP-54 Encourage best practices in agriculture and forestry operations for long-term protection of the natural resources.

DP-55 Prohibit annexation of lands within designated Agricultural Production Districts or within Forest Production Districts by cities.

DP-56 Retain the Lower Green River Agricultural Production District as a regionally designated resource that is to remain in unincorporated King County.

DP-57 Discourage incompatible land uses adjacent to designated Resource Lands to prevent interference with their continued use for the production of agricultural, mining, or forest products.

DP-58 Support local production and processing of food to reduce the need for long distance transport and to increase the reliability and security of local food. Promote activities and infrastructure, such as farmers markets, farm worker housing and agricultural processing facilities, that benefit both cities and farms by improving access to locally grown agricultural products.

DP-59 Support institutional procurement policies that encourage purchases of locally grown food products.

DP-60 Ensure that extractive industries maintain environmental quality and minimize negative impacts on adjacent lands.

DP-61 Use a range of tools, including land use designations, development regulations, level-of-service standards, and transfer or purchase of development rights to preserve Rural and Resource Lands and focus urban development within the Urban Growth Area.

DP-62 Use transfer of development rights to shift potential development from the Rural Area and Resource Lands into the Urban Growth Area, especially cities. Implement transfer of development rights within King County through a partnership between the county and cities that is designed to:

- Identify rural and resource sending sites that satisfy countywide conservation goals and are consistent with regionally coordinated transfer of development rights efforts;
- Preserve rural and resource lands of compelling interest countywide and to participating cities;
- Identify appropriate transfer of development rights receiving areas within cities;
- Identify incentives for city participation in regional transfer of development rights (i.e. county-to-city transfer of development rights);
- Develop interlocal agreements that allow rural and resource land development rights to be used in city receiving areas;
- Identify and secure opportunities to fund or finance infrastructure within city transfer of development rights receiving areas; and.
- Be compatible with existing within-city transfer of development rights programs.

HOUSING

The Countywide Planning Policies provide a framework for all jurisdictions to plan for and promote a range of affordable, accessible, and healthy housing choices for current and future residents. Within King County, there is an unmet need for housing that is affordable for households earning less than 80 percent of area median income (AMI). Households within this category include low-wage workers in services and other industries; persons on fixed incomes including many disabled and elderly residents; and homeless individuals and families. A high proportion of these households spend a greater percentage of their income on housing than is typically considered appropriate. This is especially true for low and very low income households earning 50 percent or less (low) and 30 percent or less (very-low) of area median income. The county and all cities share in the responsibility to increase the supply of housing that is affordable to these households.

While neither the county nor the cities can guarantee that a given number of units at a given price level will exist, be preserved, or be produced during the planning period, establishing the countywide need clarifies the scope of the effort for each jurisdiction. The type of policies and strategies that are appropriate for a jurisdiction to consider will vary and will be based on its analysis of housing. Some jurisdictions where the overall supply of affordable housing is significantly less than their proportional share of the countywide need may need to undertake a range of strategies addressing needs at multiple income levels, including strategies to create new affordable housing. Other jurisdictions that currently have housing stock that is already generally affordable may focus their efforts on preserving existing affordable housing through efforts such as maintenance and repair, and ensuring long-term affordability. It may also be appropriate to focus efforts on the needs of specific demographic segments of the population.

The policies below recognize the significant countywide need for affordable housing to focus on the strategies that can be taken both individually and in collaboration to meet the countywide need. These policies envision cities and the county following a four step process

1. Conduct an inventory and analysis of housing needs and conditions;
2. Implement policies and strategies to address unmet needs;
3. Measure results; and
4. Respond to measurement with reassessment and adjustment of strategies.

The provision of housing affordable to very-low income households, those earning less than 30% of AMI, is the most challenging problem and one faced by all communities in the county. Housing for these very-low income households cannot be met solely through the private market. Meeting this need will require interjurisdictional cooperation and support from public agencies, including the cities and the county.

Overarching Goal: *The housing needs of all economic and demographic groups are met within all jurisdictions.*

H-1 Address the countywide need for housing affordable to households with moderate, low and very-low incomes, including those with special needs. The countywide need for housing by percentage of Area Median Income (AMI) is:

50-80% of AMI (moderate)	16% of total housing supply
30-50% of AMI (low)	12% of total housing supply
30% and below AMI (very-low)	12% of total housing supply

H-2 Address the need for housing affordable to households at less than 30% AMI (very low income), recognizing that this is where the greatest need exists, and addressing this need will require funding, policies and collaborative actions by all jurisdictions working individually and collectively.

Housing Inventory and Needs Analysis

The Growth Management Act requires an inventory and analysis of existing and projected housing needs as part of each jurisdiction's comprehensive plan housing element. Assessing local housing needs provides jurisdictions with information about the local housing supply, the cost of housing, and the demographic and income levels of the community's households. This information on current and future housing conditions provides the basis for the development of effective housing policies and programs. While some cities may find that they meet the current need for housing for some populations groups, the inventory and needs analysis will help identify those income levels and demographic segments of the population where there is the greatest need. Further guidance on conducting a housing inventory and analysis is provided in Appendix 4.

H-3 Conduct an inventory and analysis of existing and projected housing needs of all economic and demographic segments of the population in each jurisdiction. The analysis and inventory shall include:

- a. Characteristics of the existing housing stock, including supply, affordability and diversity of housing types;
- b. Characteristics of populations, including projected growth and demographic change;
- c. The housing needs of very-low, low, and moderate-income households; and
- d. The housing needs of special needs populations.

Strategies to Meet Housing Needs

VISION 2040 encourages local jurisdictions to adopt best housing practices and innovative techniques to advance the provision of affordable, healthy, sustainable, and safe housing for all residents. Meeting the county's affordable housing needs will require actions by a wide range of private for profit, non-profit and government entities, including substantial resources from federal, state, and local levels. No single tool will be sufficient to meet the full range of needs in a given jurisdiction. The county and cities are encouraged to employ a range of housing tools to

ensure the countywide need is addressed and to respond to local conditions. Further detail on the range of strategies for promoting housing supply and affordability is contained in Appendix 4.

Jobs-housing balance, addressed in H-9, is a concept that advocates an appropriate match between the number of existing jobs and available housing supply within a geographic area. Improving balance means adding more housing to job-rich areas and more jobs to housing-rich areas.

H-4 Provide zoning capacity within each jurisdiction in the Urban Growth Area for a range of housing types and densities, sufficient to accommodate each jurisdiction's overall housing targets and, where applicable, housing growth targets in designated Urban Centers.

H-5 Adopt policies, strategies, actions and regulations at the local and countywide levels that promote housing supply, affordability, and diversity, including those that address a significant share of the countywide need for housing affordable to very-low, low, and moderate income households. These strategies should address the following:

- a. Overall supply and diversity of housing, including both rental and ownership;
- b. Housing suitable for a range of household types and sizes;
- c. Affordability to very-low, low, and moderate income households;
- d. Housing suitable and affordable for households with special needs;
- e. Universal design and sustainable development of housing; and
- f. Housing supply, including affordable housing and special needs housing, within Urban Centers and in other areas planned for concentrations of mixed land uses.

H-6 Preserve existing affordable housing units, where appropriate, including acquisition and rehabilitation of housing for long-term affordability.

H-7 Identify barriers to housing affordability and implement strategies to overcome them.

H-8 Tailor housing policies and strategies to local needs, conditions and opportunities, recognizing the unique strengths and challenges of different cities and sub-regions.

H-9 Plan for housing that is accessible to major employment centers and affordable to the workforce in them so people of all incomes can live near or within reasonable commuting distance of their places of work. Encourage housing production at a level that improves the balance of housing to employment throughout the county.

H-10 Promote housing affordability in coordination with transit, bicycle, and pedestrian plans and investments and in proximity to transit hubs and corridors, such as through transit oriented development and planning for mixed uses in transit station areas.

H-11 Encourage the maintenance of existing housing stock in order to ensure that the condition and quality of the housing is safe and livable.

H-12 Plan for residential neighborhoods that protect and promote the health and well-being of residents by supporting active living and healthy eating and by reducing exposure to harmful environments.

H-13 Promote fair housing and plan for communities that include residents with a range of abilities, ages, races, incomes, and other diverse characteristics of the population of the county.

Regional Cooperation

Housing affordability is important to regional economic vitality and sustainability. Housing markets do not respect jurisdictional boundaries. For these reasons, multijurisdictional efforts for planning and adopting strategies to meet regional housing needs are an additional tool for identifying and meeting the housing needs of households with moderate, low, and very-low incomes. Collaborative efforts, supported by the work of Puget Sound Regional Council and other agencies, contribute to producing and preserving affordable housing and coordinating equitable, sustainable development in the county and region. Where individual cities lack sufficient resources, collective efforts to fund or provide technical assistance for affordable housing development and preservation, and for the creation of strategies and programs, can help to meet the housing needs identified in comprehensive plans. Cities with similar housing characteristics tend to be clustered geographically. Therefore, there are opportunities for efficiencies and greater impact through interjurisdictional cooperation. Such efforts are encouraged and can be a way to meet a jurisdiction's share of the countywide affordable housing need.

H-14 Work cooperatively among jurisdictions to provide mutual support in meeting countywide housing growth targets and affordable housing needs.

H-15 Collaborate in developing sub-regional and countywide housing resources and programs, including funding, to provide affordable housing for very-low, low-, and moderate-income households.

H-16 Work cooperatively with the Puget Sound Regional Council and other agencies to identify ways to expand technical assistance to local jurisdictions in developing, implementing and monitoring the success of strategies that promote affordable housing that meets changing demographic needs. Collaborate in developing and implementing a housing strategy for the four-county central Puget Sound region.

Measuring Results

Maintaining timely and relevant data on housing markets and residential development allows the county and cities to evaluate the effectiveness of their housing strategies and to make appropriate changes to those strategies when and where needed. In assessing efforts to meet their share of the countywide need for affordable housing, jurisdictions need to consider public actions taken to encourage development and preservation of housing affordable to households with very low-, low- and moderate-incomes, such as local funding, development code changes,

and creation of new programs, as well as market and other factors that are beyond local government control. Further detail on monitoring procedures is contained in Appendix 4.

H-17 Monitor housing supply, affordability, and diversity, including progress toward meeting a significant share of the countywide need for affordable housing for very-low, low, and moderate income households. Monitoring should encompass:

- a. Number and type of new housing units;
- b. Number of units lost to demolition, redevelopment, or conversion to non-residential use;
- c. Number of new units that are affordable to very-low, low-, and moderate-income households;
- d. Number of affordable units newly preserved and units acquired and rehabilitated with a regulatory agreement for long-term affordability for very-low, low-, and moderate-income households;
- e. Housing market trends including affordability of overall housing stock;
- f. Changes in zoned capacity for housing, including housing densities and types;
- g. The number and nature of fair housing complaints and violations; and
- h. Housing development and market trends in Urban Centers.

H-18 Review and amend, a minimum every five years, the countywide and local housing policies and strategies, especially where monitoring indicates that adopted strategies are not resulting in adequate affordable housing to meet the jurisdiction's share of the countywide need.

ECONOMY

Overarching Goal: *People throughout King County have opportunities to prosper and enjoy a high quality of life through economic growth and job creation.*

The Countywide Planning Policies in the Economy Chapter support the economic growth and sustainability of King County's economy. A strong and healthy economy results in business development, job creation, and investment in our communities. The Economy Chapter reflects and supports the Regional Economic Strategy and VISION 2040's economic policies, which emphasize the economic value of business, people, and place.

The Regional Economic Strategy is the region's comprehensive economic development strategy and serves as the VISION 2040 economic functional plan. VISION 2040 integrates the Regional Economic Strategy with growth management, transportation, and environmental objectives to:

- support critical economic foundations, such as education, infrastructure, technology, and quality of life; and
- promote the region's specific industry clusters: aerospace, clean technology, information technology, life sciences, logistics and international trade, military, and tourism.

Each local community will have an individual focus on economic development, while the region's prosperity will benefit from coordination between local plans and the regional vision that take into account the county's and the region's overall plan for growth.

EC-1 Coordinate local and countywide economic policies and strategies with VISION 2040 and the Regional Economic Strategy.

EC-2 Support economic growth that accommodates employment growth targets (see table DP-1) through local land use plans, infrastructure development, and implementation of economic development strategies.

EC-3 Identify and support industry clusters and subclusters within King County that are components of the Regional Economic Strategy or that may otherwise emerge as having significance to King County's economy.

EC-4 Evaluate the performance of economic development policies and strategies in business development and job creation. Identify and track key economic metrics to help jurisdictions and the county as a whole evaluate the effectiveness of local and regional economic strategies.

Business Development

Business creation, retention, expansion, and recruitment are the foundations of a strong economy. The success of the economy in the county depends on opportunities for business growth. Our communities play a significant role through local government actions, such as by making regulations more predictable, by engaging in public-private partnerships, and by nurturing a business-supportive culture.

These policies also seek to integrate the concept of healthy communities as part of the county's economic objectives, by calling for support of the regional food economy, including production, processing, wholesaling and distribution of the region's agricultural food and food products.

EC-5 Help businesses thrive through:

- Transparency, efficiency, and predictability of local regulations and policies;
- Communication and partnerships between businesses, government, schools, and research institutions; and
- Government contracts with local businesses.

EC-6 Foster the retention and development of those businesses and industries that export their goods and services outside the region.

EC-7 Promote an economic climate that is supportive of business formation, expansion, and retention and emphasizes the importance of small businesses in creating jobs.

EC-8 Foster a broad range of public-private partnerships to implement economic development policies, programs and projects.

EC-9 Identify and support the retention of key regional and local assets to the economy, such as major educational facilities, research institutions, health care facilities, manufacturing facilities, and port facilities.

EC-10 Support the regional food economy including the production, processing, wholesaling, and distribution of the region's agricultural food and food products to all King County communities. Emphasize increasing access to those communities with limited presence of healthy food options.

People

People, through their training, knowledge, skills, and cultural background, add value to the region's economy. Additionally, creating an economy that provides opportunities for all helps alleviate problems of poverty and income disparity.

EC-11 Work with schools and other institutions to increase graduation rates and sustain a highly-educated and skilled local workforce. This includes aligning job training and education offerings that are consistent with the skill needs of the region's industry clusters. Identify partnership and funding opportunities where appropriate.

EC-12 Celebrate the cultural diversity of local communities as a means to enhance the county's global relationships.

EC-13 Address the historic disparity in income and employment opportunities for economically disadvantaged populations, including minorities and women, by committing resources to human services; community development; housing; economic development; and public infrastructure.

Places

Economic activity in the county predominantly occurs within the Urban Growth Area, including Urban Centers and Manufacturing/ Industrial Centers. Continuing to guide local investments to these centers will help provide the support needed to sustain the economy and provide greater predictability to businesses about where capital improvements will be located. In addition to making productive use of urban land, economic activity adds to the culture and vitality of our local communities. Businesses create active, attractive places to live and visit, and make significant contributions to the arts. The Rural Area and Resource Lands are important for their contribution to the regional food network, mining, timber and craft industries, while Rural Cities are important for providing services to and being the economic centers for the surrounding Rural Area.

EC-14 Foster economic and employment growth in designated Urban Centers and Manufacturing/ Industrial Centers through local investments, planning, and financial policies.

EC-15 Make local investments to maintain and expand infrastructure and services that support local and regional economic development strategies. Focus investment where it encourages growth in designated centers and helps achieve employment targets.

EC-16 Add to the vibrancy and sustainability of our communities and the health and well-being of all people through safe and convenient access to local services, neighborhood-oriented retail, purveyors of healthy food (e.g. grocery stores and farmers markets), and transportation choices.

EC-17 Promote the natural environment as a key economic asset. Work cooperatively with local businesses to protect and restore the natural environment in a manner that is efficient and predictable and minimizes impacts on businesses.

EC-18 Maintain an adequate supply of land within the Urban Growth Area to support economic development. Inventory, plan for, and monitor the land supply and development capacity for, manufacturing/ industrial, commercial and other employment uses that can accommodate the amount and types of economic activity anticipated during the planning period.

EC-19 Support Manufacturing/ Industrial Centers by adopting industrial siting policies that limit the loss of industrial lands, maintain the region's economic diversity, and support family-wage jobs. Prohibit or strictly limit non-supporting or incompatible activities that can interfere with the retention or operation of industrial businesses, especially in Manufacturing/ Industrial Centers.

EC-20 Facilitate redevelopment of contaminated sites through local, county and state financing and other strategies that assist with funding environmental remediation.

EC-21 Encourage economic activity within Rural Cities that does not create adverse impacts to the surrounding Rural Area and Resource Lands and will not create the need to provide urban services and facilities to those areas.

TRANSPORTATION

The Regional Growth Strategy identifies a network of walkable, compact, and transit-oriented communities that are the focus of urban development, as well as industrial areas with major employment concentrations. In the Countywide Planning Policies, these communities include countywide designated Urban Centers and Manufacturing/ Industrial Centers, and locally designated local centers. An essential component of the Regional Growth Strategy is an efficient transportation system that provides multiple options for moving people and goods into and among the various centers. Transportation system, in the context of this chapter, is defined as a comprehensive, integrated network of travel modes (e.g. airplanes, automobiles, bicycles, buses, feet, ferries, freighters, trains, trucks) and infrastructure (e.g. sidewalks, trails, streets, arterials, highways, waterways, railways, airports) for the movement of people and goods on a local, regional, national and global scale.

Goals and policies in this chapter build on the 1992 King County Countywide Planning Policies and the Multicounty Planning Policies in VISION 2040. Policies are organized into three sections:

- Supporting Growth – focusing on serving the region with a transportation system that furthers the Regional Growth Strategy;
- Mobility – addressing the full range of travel modes necessary to move people and goods efficiently within the region and beyond; and
- System Operations – encompassing the design, maintenance and operation of the transportation system to provide for safety, efficiency, and sustainability.

Overarching Goal: *The region is well served by an integrated, multi-modal transportation system that supports the regional vision for growth, efficiently moves people and goods, and is environmentally and functionally sustainable over the long term.*

Supporting Growth

An effective transportation system is critical to achieving the Regional Growth Strategy and ensuring that centers are functional and appealing to the residents and businesses they are designed to attract. The policies in this section reinforce the critical relationship between development patterns and transportation and they are intended to guide transportation investments from all levels of government that effectively support local, county and regional plans to accommodate growth. Policies in this section take a multi-modal approach to serving growth, with additional emphasis on transit and non-motorized modes to support planned development in centers.

Goal Statement: Local and regional development of the transportation system is consistent with and furthers realization of the Regional Growth Strategy.

T-1 Work cooperatively with the Puget Sound Regional Council, the state, and other relevant agencies to finance and develop a multi-modal transportation system that enhances regional mobility and reinforces the countywide vision for managing growth. Use VISION 2040 and *Transportation 2040* as the policy and funding framework for creating a system of Urban Centers and Manufacturing/ Industrial Centers linked by high-capacity transit, bus transit and an interconnected system of freeways and high-occupancy vehicle lanes.

T-2 Avoid construction of major roads and capacity expansion on existing roads in the Rural Area and Resource Lands. Where increased roadway capacity is warranted to support safe and efficient travel through the Rural Area, appropriate rural development regulations and effective access management should be in place prior to authorizing such capacity expansion in order to make more efficient use of existing roadway capacity and prevent unplanned growth in the Rural Area.

T-3 Increase the share of trips made countywide by modes other than driving alone through coordinated land use planning, public and private investment, and programs focused on centers and connecting corridors, consistent with locally adopted mode split goals.

T-4 Develop station area plans for high capacity transit stations and transit hubs. Plans should reflect the unique characteristics and local vision for each station area including transit supportive land uses, transit rights-of-way, stations and related facilities, multi-modal linkages, and place-making elements.

T-5 Support countywide growth management objectives by prioritizing transit service to areas where existing housing and employment densities support transit ridership and to Urban Centers and other areas planned for housing and employment densities that will support transit ridership. Address the mobility needs of transit-dependent populations in allocating transit service and provide at least a basic level of service throughout the Urban Growth Area.

T-6 Foster transit ridership by designing transit facilities and services as well as non-motorized infrastructure so that they are integrated with public spaces and private developments to create an inviting public realm.

T-7 Ensure state capital improvement policies and actions are consistent with the Regional Growth Strategy and support VISION 2040 and the Countywide Planning Policies.

T-8 Prioritize regional and local funding to transportation investments that support adopted growth targets.

Mobility

Mobility is necessary to sustain personal quality of life and the regional economy. For individuals, mobility requires an effective transportation system that provides safe, reliable, and affordable travel options for people of all ages, incomes and abilities. While the majority of people continue to travel by personal automobile, there are growing segments of the population (e.g. urban, elderly, teens, low income, minorities, and persons with disabilities) that rely on other modes of travel such as walking, bicycling, and public transportation to access employment, education and training, goods and services. According to the *2009 American Community Survey*, about 8.7 percent of all households in King County had no vehicle available. For many minority populations, more than 20 percent had no vehicle available to them.

The movement of goods is also of vital importance to the local and regional economy. International trade is a significant source of employment and economic activity in terms of transporting freight, local consumption, and exporting of goods. The policies in this section are intended to address use and integration of the multiple modes necessary to move people and goods within and beyond the region. The importance of the roadway network, implicit in the policies of this section, is addressed more specifically in the System Operations section of this chapter.

Goal Statement: *A well-integrated, multi-modal transportation system transports people and goods effectively and efficiently to destinations within the region and beyond.*

T-9 Promote the mobility of people and goods through a multi-modal transportation system based on regional priorities consistent with VISION 2040 and local comprehensive plans.

T-10 Support effective management of existing air, marine and rail transportation capacity and address future capacity needs in cooperation with responsible agencies, affected communities, and users.

T-11 Develop and implement freight mobility strategies that strengthen King County's role as a major regional freight distribution hub, an international trade gateway, and a manufacturing area.

T-12 Address the needs of non-driving populations in the development and management of local and regional transportation systems.

T-13 Site and design transit stations and transit hubs to promote connectivity and access for pedestrian and bicycle patrons.

System Operations

The design, management and operation of the transportation system are major factors that influence the region's growth and mobility. Policies in this section stress the need to make efficient use of the existing infrastructure, serve the broad needs of the users, address safety and public health issues, and design facilities that are a good fit for the surroundings. Implementation of the policies will require the use of a wide range of tools including, but not limited to:

- technologies such as intelligent transportation systems and alternative fuels;
- demand management programs for parking, commute trip reduction and congestion; and
- incentives, pricing systems and other strategies to encourage choices that increase mobility while improving public health and environmental sustainability.

Goal Statement: *The regional transportation system is well-designed and managed to protect public investments, promote public health and safety, and achieve optimum efficiency.*

T-14 Prioritize essential maintenance, preservation, and safety improvements of the existing transportation system to protect mobility and avoid more costly replacement projects.

T-15 Design and operate transportation facilities in a manner that is compatible with and integrated into the natural and built environments in which they are located. Incorporate features such as natural drainage, native plantings, and local design themes that facilitate integration and compatibility.

T-16 Protect the transportation system (e.g. roadway, rail, transit, air, and marine) against major disruptions by developing prevention and recovery strategies and by coordinating disaster response plans.

T-17 Promote the use of tolling and other pricing strategies to effectively manage the transportation system, provide a stable and sustainable transportation funding source, and improve mobility.

T-18 Develop a countywide monitoring system to determine how transportation investments are performing over time consistent with *Transportation 2040* recommendations.

T-19 Design roads and streets, including retrofit projects, to accommodate a range of motorized and non-motorized travel modes in order to reduce injuries and fatalities and to encourage non-motorized travel. The design should include well-defined, safe and appealing spaces for pedestrians and bicyclists.

T-20 Develop a transportation system that minimizes negative impacts to human health, including exposure to environmental toxins generated by vehicle emissions.

T-21 Provide opportunities for an active, healthy lifestyle by integrating the needs of pedestrians and bicyclists in the local and regional transportation plans and systems.

T-22 Plan and develop a countywide transportation system that reduces greenhouse gas emissions by advancing strategies that shorten trip length or replace vehicle trips to decrease vehicle miles traveled.

T-23 Apply technologies, programs and other strategies that optimize the use of existing infrastructure in order to improve mobility, reduce congestion, increase energy-efficiency, and reduce the need for new infrastructure.

T-24 Promote the expanded use of alternative fuel vehicles by the general public with measures such as converting public and private fleets, applying incentive programs, and providing for electric vehicle charging stations throughout the Urban Growth Area.

PUBLIC FACILITIES AND SERVICES

Overarching Goal: County residents in both Urban and Rural Areas have access to the public services needed in order to advance public health and safety, protect the environment, and carry out the Regional Growth Strategy.

Urban and Rural Levels of Service

The Growth Management Act directs jurisdictions and special purpose districts to provide public facilities and services to support development. The Growth Management Act distinguishes between urban and rural services and states that land within the Urban Growth Area should be provided with a full range of services necessary to sustain urban communities while land within the Rural Area should receive services to support a rural lifestyle. Certain services, such as sanitary sewers, are allowed only in the Urban Growth Area, except as otherwise authorized. The Growth Management Act also requires jurisdictions to determine which facilities are necessary to serve the desired growth pattern and how they will be financed, in order to ensure timely provision of adequate services and facilities.

PF-1 Provide a full range of urban services in the Urban Growth Area to support the Regional Growth Strategy and adopted growth targets and limit the availability of services in the Rural Area consistent with VISION 2040.

Collaboration Among Jurisdictions

More than 100 special purpose districts, including water, sewer, flood control, stormwater, fire, school and other districts, provide essential services to the residents of King County. While cities are the primary providers of services in the Urban Growth Area, in many parts of the county special purpose districts also provide essential services. Coordination and collaboration among all of these districts, the cities, King County, the tribes, and neighboring counties is key to providing efficient, high-quality and reliable services to support the Regional Growth Strategy.

PF-2 Coordinate among jurisdictions and service providers to provide reliable and cost-effective services to the public.

PF-3 Cities are the appropriate providers of services to the Urban Growth Area, either directly or by contract. Extend urban services through the use of special districts only where there are agreements with the city in whose Potential Annexation Area the extension is proposed. Within the Urban Growth Area, as time and conditions warrant, cities will assume local urban services provided by special service districts.

Utilities

Utilities include infrastructure and services that provide water supply, sewage treatment and disposal, solid waste disposal, energy, and telecommunications. Providing these utilities in a cost-effective way is essential to maintaining the health and safety of King County residents and to implementing the Regional Growth Strategy.

Water Supply

Conservation and efficient use of water resources are vital to ensuring the reliability of the region's water supply, the availability of sufficient water supplies for future generations, and the environmental sustainability of the water supply system.

PF-4 Develop plans for long-term water provision to support growth and to address the potential impacts of climate change on regional water resources.

PF-5 Support efforts to ensure that all consumers have access to a safe, reliably maintained, and sustainable drinking water source that meets present and future needs.

PF-6 Coordinate water supply among local jurisdictions, tribal governments, and water purveyors to provide reliable and cost-effective sources of water for all users, including residents, businesses, fire districts, and aquatic species.

PF-7 Plan and locate water systems in the Rural Area that are appropriate for rural uses and densities and do not increase the development potential of the Rural Area.

PF-8 Recognize and support agreements with water purveyors in adjacent cities and counties to promote effective conveyance of water supplies and to secure adequate supplies for emergencies.

PF-9 Implement water conservation and efficiency efforts to protect natural resources, reduce environmental impacts, and support a sustainable long-term water supply to serve the growing population.

PF-10 Encourage water reuse and reclamation, especially for high-volume non-potable water users such as parks, schools, and golf courses.

Sewage Treatment and Disposal

Within the Urban Growth Area, connection to sanitary sewers is necessary to support the Regional Growth Strategy and to accommodate urban densities. Alternatives to the sanitary sewer system and the typical septic system are becoming more cost effective and therefore, more available. Alternative technology may be appropriate when it can perform as well or better than sewers in the Urban Growth Area. Septic systems are not considered to be alternative technology within the Urban Growth Area.

In the Rural Area and Resource Lands, which are characterized by low-density development, sewer service is not typically provided. In cases where public health is threatened, sewers can be provided in the Rural Area but only if connections are strictly limited. Alternative technology may be necessary to substitute for septic systems in the Rural Area.

PF-11 Require all development in the Urban Growth Area to be served by a public sewer system except:

- a) single-family residences on existing individual lots that have no feasible access to sewers may utilize individual septic systems on an interim basis; or
- b) development served by alternative technology other than septic systems that:
 - provide equivalent performance to sewers;
 - provide the capacity to achieve planned densities; and
 - will not create a barrier to the extension of sewer service within the Urban Growth Area.

#

PF-12 Prohibit sewer service in the Rural Area and on Resource Lands except:

- a) where needed to address specific health and safety problems threatening existing structures; or
- b) as allowed by Countywide Planning Policy DP-47; or
- c) as provided in Appendix 5 (March 31, 2012 School Siting Task Force Report).

Sewer service authorized consistent with this policy shall be provided in a manner that does not increase development potential in the Rural Area.

Solid Waste

King County and the entire Puget Sound region are recognized for successful efforts to collect recyclable waste. Continuing to reduce and reuse waste will require concerted and coordinated efforts well into the future. It is important to reduce the waste stream going into area landfills to extend the usable life of existing facilities and reduce the need for additional capacity.

PF-13 Reduce the solid waste stream and encourage reuse and recycling.

Energy

While King County consumers have access to electrical energy derived from hydropower, there are challenges for securing long-term reliable energy and for becoming more energy efficient.

PF-14 Reduce the rate of energy consumption through efficiency and conservation as a means to lower energy costs and mitigate environmental impacts associated with traditional energy supplies.

PF-15 Promote the use of renewable and alternative energy resources to help meet the county's long-term energy needs, reduce environmental impacts associated with traditional energy supplies, and increase community sustainability.

Telecommunications

A telecommunications network throughout King County is essential to fostering broad economic vitality and equitable access to information, goods and services, and opportunities for social connection.

PF-16 Plan for the provision of telecommunication infrastructure to serve growth and development in a manner consistent with the regional and countywide vision.

Human and Community Services

Public services beyond physical infrastructure are also necessary to sustain the health and quality of life of all King County residents. In addition, these services play a role in distinguishing urban communities from rural communities and supporting the Regional Growth Strategy.

PF-17 Provide human and community services to meet the needs of current and future residents in King County communities through coordinated planning, funding, and delivery of services by the county, cities, and other agencies.

Locating Facilities and Services

VISION 2040 calls for a full range of urban services in the Urban Growth Area to support the Regional Growth Strategy, and for limiting the availability of services in the rural area. In the long term, there is increased efficiency and cost effectiveness in siting and operating facilities and services that serve a primarily urban population within the Urban Growth Area. At the

same time, those facilities and services that primarily benefit rural populations provide a greater benefit when they are located within neighboring cities and rural towns.

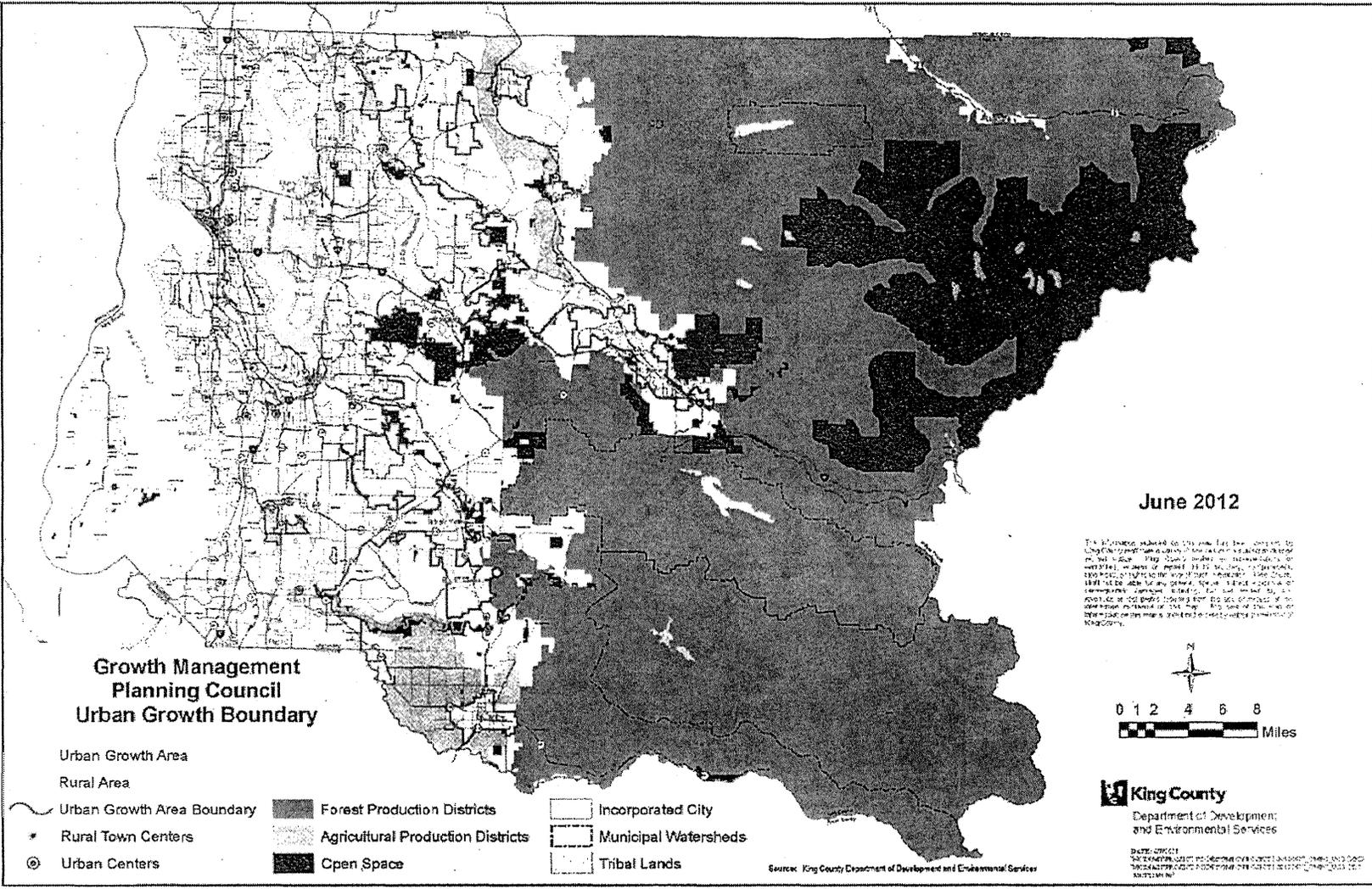
PF-18 Locate new schools, institutions, and other community facilities and services that primarily serve urban populations within the Urban Growth Area, where they are accessible to the communities they serve, except as provided in Appendix 5 (March 31, 2012 School Siting Task Force Report). Locate these facilities in places that are well served by transit and pedestrian and bicycle networks.

PF-19 Locate new schools and institutions primarily serving rural residents in neighboring cities and rural towns, except as provided in Appendix 5 (March 31, 2012 School Siting Task Force Report) and locate new community facilities and services that primarily serve rural residents in neighboring cities and rural towns, with the limited exceptions when their use is dependent upon rural location and their size and scale supports rural character.

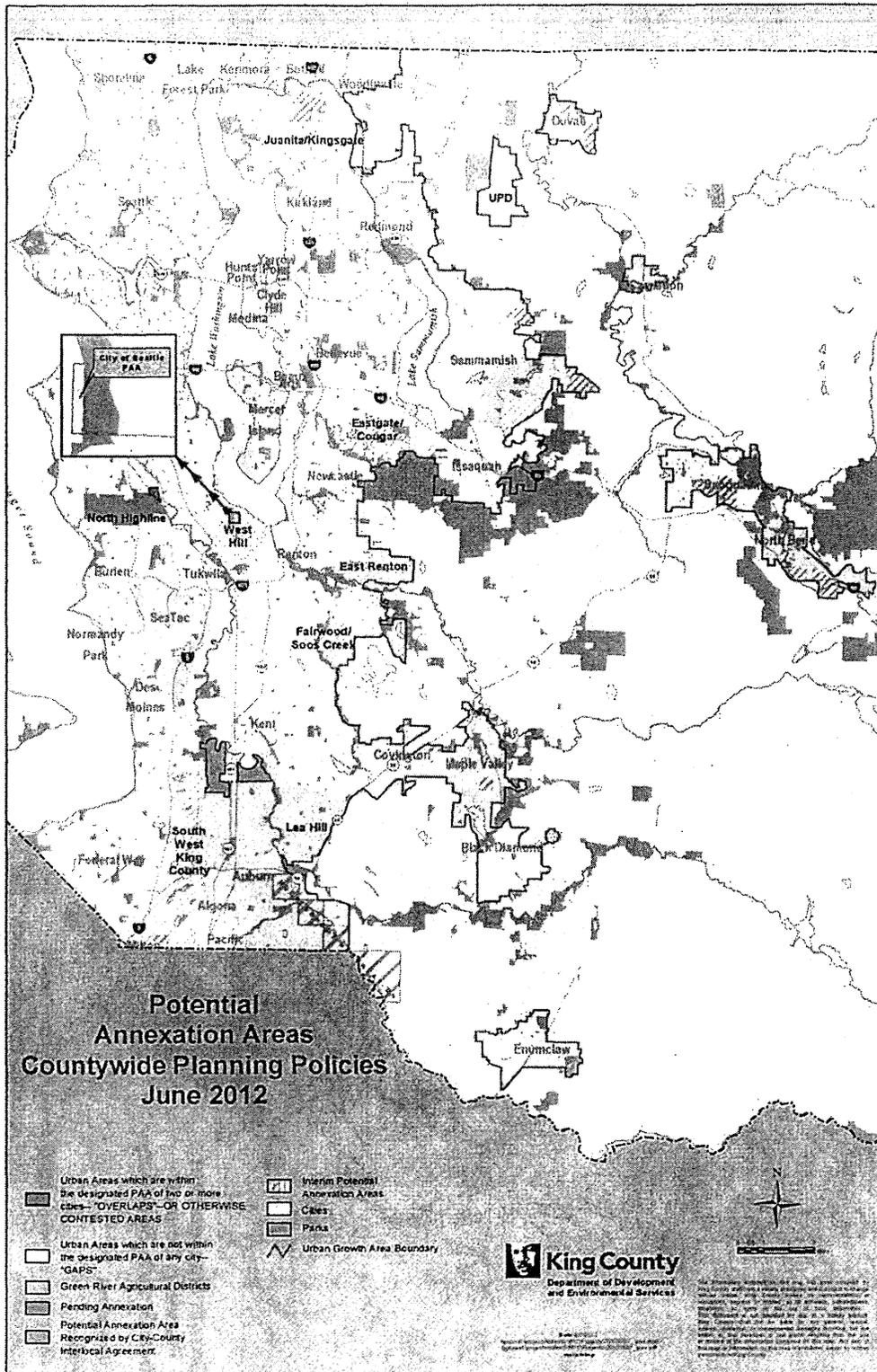
Siting Public Capital Facilities

While essential to growth and development, regional capital facilities can disproportionately affect the communities in which they are located. It is important that all jurisdictions work collaboratively and consider environmental justice principles when siting these facilities to foster the development of healthy communities for all.

PF-20 Site or expand public capital facilities of regional or statewide importance within the county in a way that equitably disperses impacts and benefits and supports the Countywide Planning Policies.

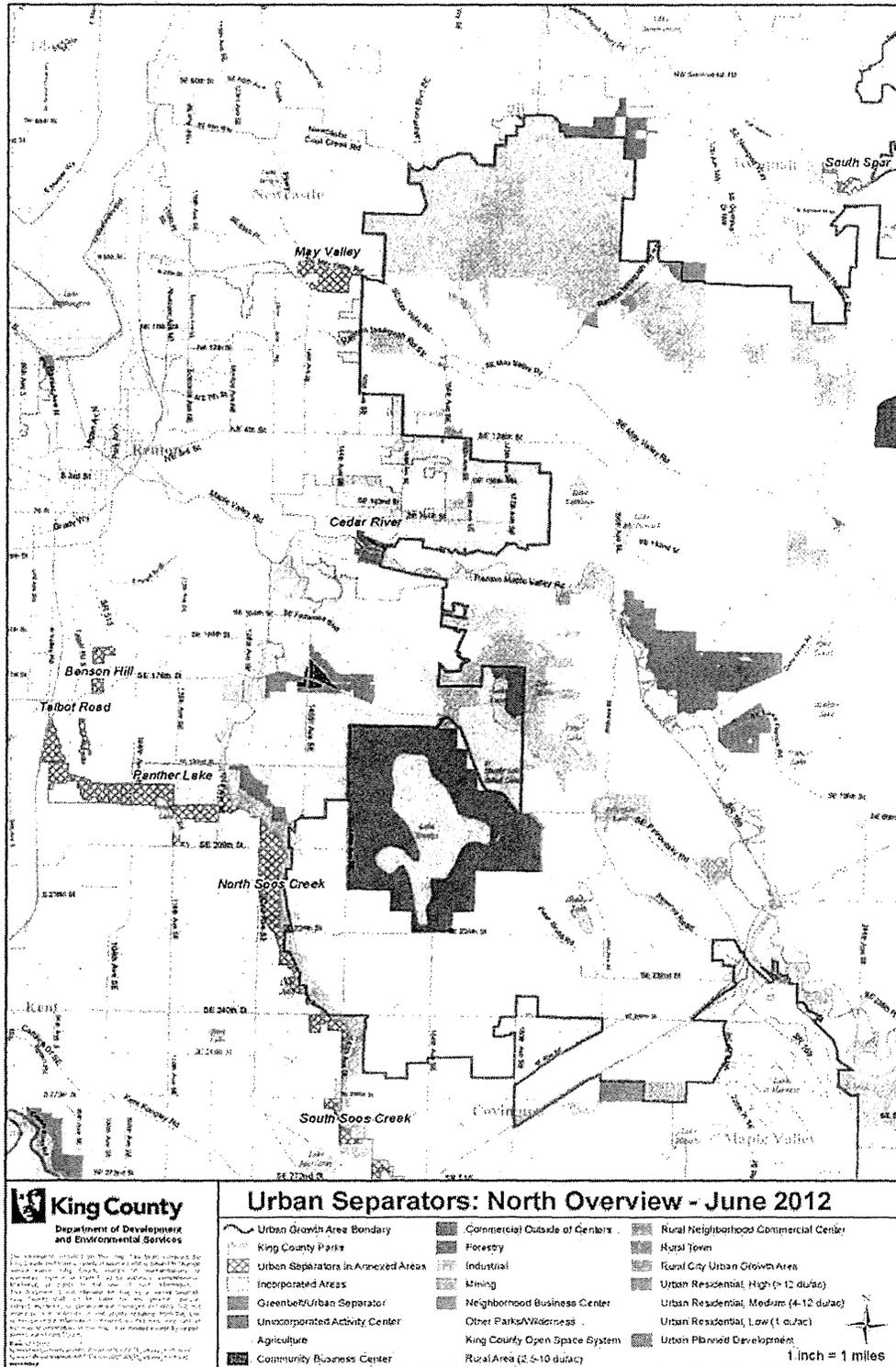


Chapter: APPENDIX 1: LAND USE MAP

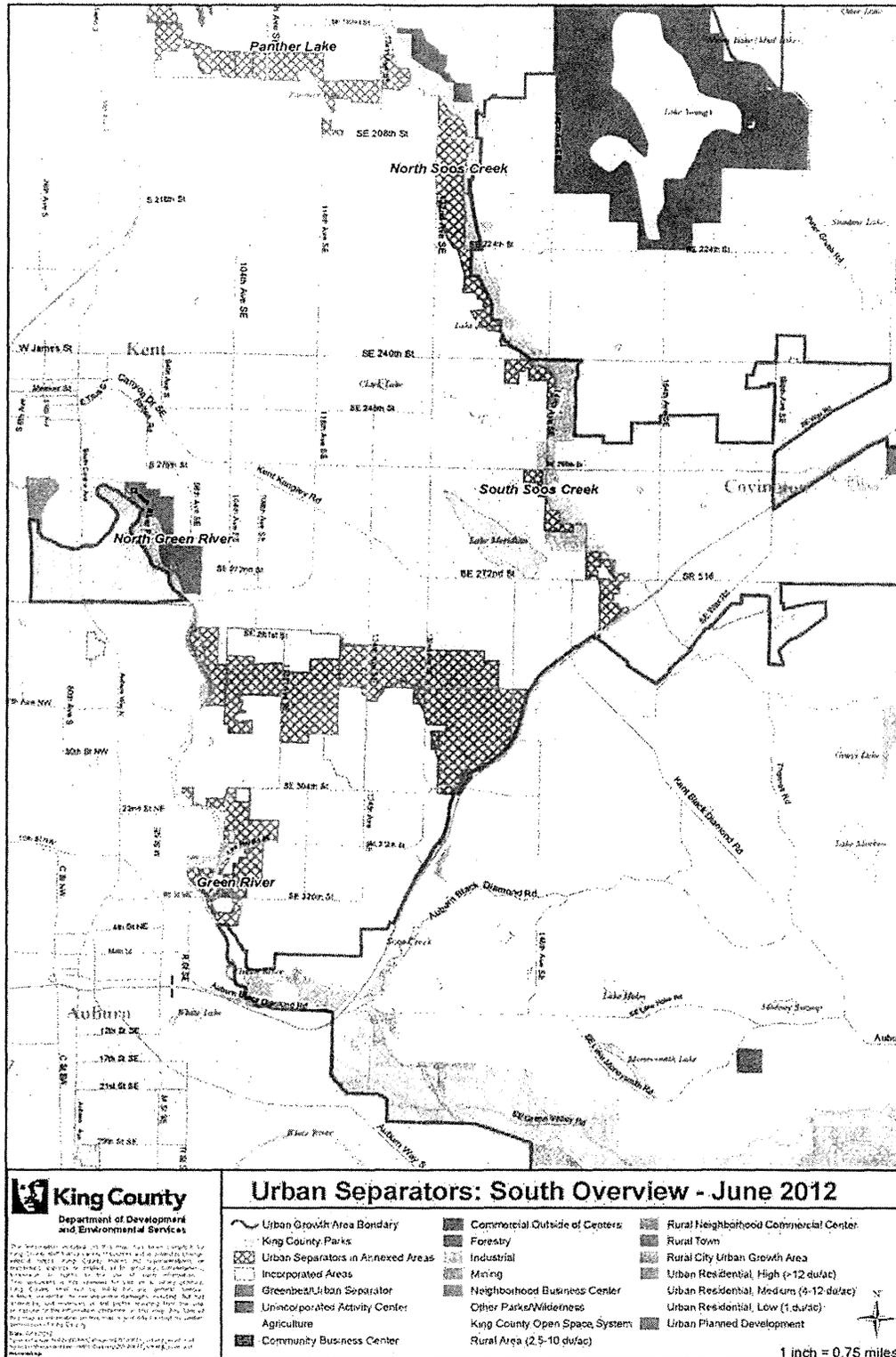


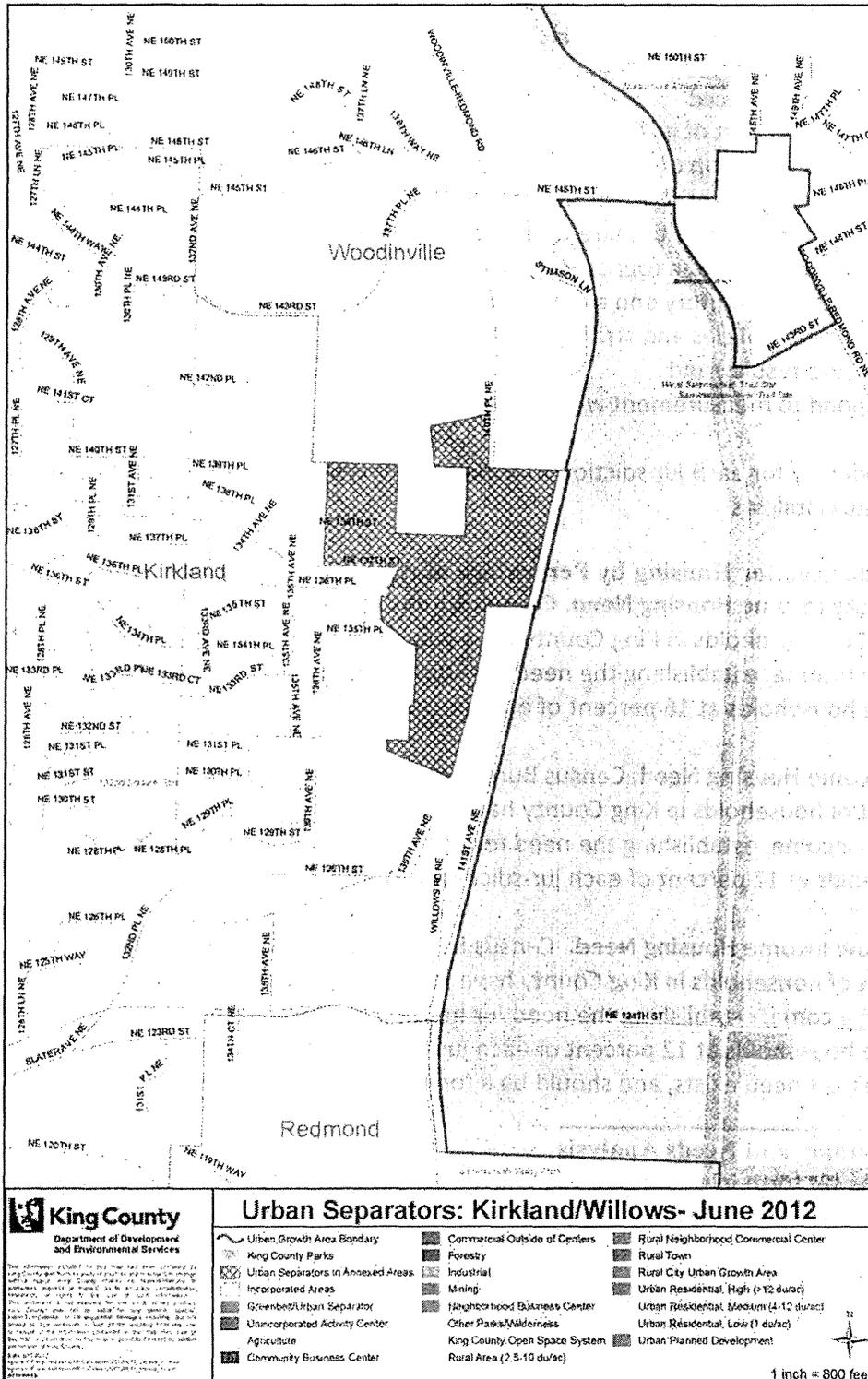
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APPENDIX 3: URBAN SEPARATORS MAPS



Chapter: APPENDIX 3: URBAN SEPARATORS MAPS





APPENDIX 4: HOUSING TECHNICAL APPENDIX

Affordable Housing Need

Each jurisdiction, as part of its Comprehensive Plan housing analysis, will need to address affordability and condition of existing housing supply as well as its responsibility to accommodate a significant share of the countywide need for affordable housing. In order for each jurisdiction to address its share of the countywide housing need for very-low, low and moderate income housing, a four step approach has been identified:

1. Conduct an inventory and analysis of housing needs and conditions;
2. Implement policies and strategies to address unmet needs;
3. Measure results; and
4. Respond to measurement with reassessment and adjustment of strategies.

The methodology for each jurisdiction to address countywide affordable housing need is summarized as follows:

Countywide need for Housing by Percentage of Area Median Income (AMI)

1. **Moderate Income Housing Need.** Census Bureau estimates¹ indicate that approximately 16 percent of households in King County have incomes between 50 and 80 percent of area median income; establishing the need for housing units affordable to these moderate income households at 16 percent of each jurisdiction's total housing supply.
2. **Low Income Housing Need.** Census Bureau estimates¹ indicate that approximately 12 percent of households in King County have incomes between 30 and 50 percent of area median income; establishing the need for housing units affordable to these low income households at 12 percent of each jurisdiction's total housing supply.
3. **Very-Low Income Housing Need.** Census Bureau estimates¹ indicate that approximately 11 percent of households in King County have incomes between 0 and 30 percent of area median income; establishing the need for housing units affordable to these very-low income households at 12 percent of each jurisdiction's total housing supply. This is where the greatest need exists, and should be a focus for all jurisdictions.

Housing Supply and Needs Analysis

Context: As set forth in policy H-3, each jurisdiction must include in its comprehensive plan an inventory of the existing housing stock and an analysis of both existing housing needs and housing needed to accommodate projected population growth over the planning period. This policy reinforces requirements of the Growth Management Act for local Housing Elements. The housing supply and needs analysis is referred to in this appendix as the housing analysis. As is noted in policy H-1, H-2, and H-3, the housing analysis must consider local as well as countywide housing needs because each jurisdiction has a responsibility to address a significant share of the countywide affordable housing need.

The purpose of this section of Appendix 4 is to provide further guidance to local jurisdictions on the subjects to be addressed in their housing analysis. Additional guidance on carrying out the housing analysis is found in the Puget Sound Regional Council's report, "Puget Sound Regional Council Guide to Developing an Effective Housing Element," and the Washington Administrative Code, particularly 365-196-410 (2)(b) and (c). The state Department of Commerce also provides useful information about housing requirements under the Growth Management Act.

Housing Supply

Understanding the mix and affordability of existing housing is the first step toward identifying gaps in meeting future housing needs. Combined with the results of the needs analysis, these data can provide direction on appropriate goals and policies for both the housing and land use elements of a jurisdiction's comprehensive plan. A jurisdiction's housing supply inventory should address the following:

- Total housing stock in the community;
- Types of structures in which units are located (e.g., single-family detached, duplex or other small multiplex, townhome, condominium, apartment, mobile home, accessory dwelling unit, group home, assisted living facility);
- Unit types and sizes (i.e., numbers of bedrooms per unit);
- Housing tenure (rental vs. ownership housing);
- Amount of housing at different price and rent levels, including rent-restricted and subsidized housing;
- Housing condition (e.g. age, general condition of housing, areas of community with higher proportion of homes with deferred maintenance);
- Vacancy rates;
- Statistics on occupancy and overcrowding;
- Neighborhoods with unique housing conditions or amenities;
- Location of affordable housing within the community, including proximity to transit;
- Transportation costs as a component of overall cost burden for housing;
- Housing supply, including affordable housing, within designated Urban Centers and local centers;
- Capacity for additional housing, by type, under current plans and zoning; and
- Trends in redevelopment and reuse that have an impact on the supply of affordable housing.

Housing Needs

The housing needs part of the housing analysis should include demographic data related to existing population and demographic trends that could impact future housing demand (e.g. aging of population). The identified need for future housing should be consistent with the jurisdiction's population growth and housing targets. The information on housing need should be evaluated in combination with the housing supply part of the housing analysis in order to assess housing gaps, both current and future. This information can then inform goals, policies, and strategies in the comprehensive plan update.

A comprehensive housing needs analysis should address the following population, household, and community characteristics:

- Household sizes and types;
- Age distribution of population;
- Ethnic and racial diversity;
- Household income, including the following income groupings:
 - 30 percent of area median income or lower (very-low-income),
 - Above 30 percent to 50 percent of area median income (low-income)
 - Above 50 percent to 80 percent of area median income (moderate-income)
 - Above 80 percent to 100 percent of area median income (middle-income)
 - Above 100 percent to 120 percent of area median income (middle-income)
 - Above 120 percent of median income;
- Housing growth targets and countywide affordable housing need for very-low, low and moderate income households as stated in the Countywide Planning Policies;
- The number and proportion of households that are “cost-burdened.” Such households pay more than thirty percent of household income toward housing costs. “Severely-cost-burdened” households pay more than fifty percent of household income toward housing costs.
- Trends that may substantially impact housing need during the planning period. For example, the impact that a projected increase in senior population would have on demand for specialized senior housing, including housing affordable to low- and moderate-income seniors and retrofitted single family homes to enable seniors to age in place.
- Housing demand related to job growth, with consideration of current and future jobs-housing balance as well as the affordable housing needs of the local and subregional workforce.
- Housing needs, including for low- and moderate-income households, within designated Urban Centers and local centers.

Note on Adjusting for Household Size

As currently calculated, the affordable housing targets do not incorporate differences in household size. However, the reality is that differently-sized households have different housing needs (i.e., unit size, number of bedrooms) with different cost levels. A more accurate approach to setting and monitoring housing objectives would make adjustments to reflect current and projected household sizes and also unit sizes in new development. Accounting for household size in providing affordable units could better inform local policies and programs as well as future updates of the Countywide Planning Policies and affordable housing targets.

Implementation Strategies

As stated in policy H-5, local jurisdictions need to employ a range of strategies for promoting housing supply and housing affordability. The Puget Sound Regional Council’s Housing

Innovations Program Housing Toolkit¹ presents a range of strategies. The strategies are identified as being generally applicable to single family development, multifamily development, ownership housing, rental housing, market rate projects, and subsidized projects. Strategies marked as a “Featured Tool” are recommended as being highly effective tools for promoting affordable and diverse housing in the development markets for which they are identified.

Measuring Results

Success at meeting a community’s need for housing can only be determined by measuring results and evaluating changes to housing supply and need. Cities are encouraged to monitor basic information annually, as they may already do for permits and development activity. Annual tracking of new units, demolitions, redevelopment, zoning changes, and population growth will make periodic assessments easier and more efficient. A limited amount of annual monitoring will also aid in providing timely information to decision makers.

Policy H-18 requires jurisdictions to review their housing policies and strategies at least every five years to ensure periodic reviews that are more thorough and that provide an opportunity to adapt to changing conditions and new information. This five-year review could be aligned with a jurisdiction’s five-year buildable lands reporting process.

¹ PSRC Housing Innovations Program Housing Toolkit <http://psrc.org/growth/hip/>

APPENDIX 5: KING COUNTY SCHOOL SITING TASK FORCE REPORT

On March 31, 2012 the School Siting Task Force issued the following report and recommendations related to 18 undeveloped school sites in King County, and future school siting. Countywide Planning Policies DP-50, PF-12, PF-18 and PF-19 contain references to this report, and in particular the Site Specific Solutions table found on pages 15-19.

March 31, 2012

Dow Constantine, King County Executive
King County Chinook Building
401 Fifth Avenue, Suite 800
Seattle, WA 98104

Dear Executive Constantine,

With this letter we transmit to you the final report and recommendations of the School Siting Task Force. The critical issues of quality education, efficient use of taxpayer dollars, equitability, preservation of rural character, and sustainable growth made consideration of undeveloped rural school sites and all other future school siting a complex and important undertaking.

Together, we have worked diligently since December to craft these recommendations. We represent diverse perspectives and through our discussions we have reached agreement on specific solutions and recommendations that we believe to be in the best interests of all King County residents, particularly our schoolchildren. We are pleased to present to you these recommendations informed by accepted data collected by our Technical Advisory Committee.

We would be happy to serve as a resource in any way we can as you consider these recommendations. We look forward to your review, and we stand ready to assist in their implementation.

Thank you for the opportunity to serve on the Task Force. We look forward to having these recommendations incorporated in future planning.

Sincerely,

King County School Siting Task Force members

(signatures on reverse)

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SECTION 1: Acknowledgements

The School Siting Task Force thanks the King County Executive and the Growth Management Planning Council for the opportunity to provide input on an issue critical to supporting K-12 education and to preserving natural resources, public health, and quality of life in King County.

The Task Force would especially like to thank its members who agreed to serve on the Framing Work Group. This group met on multiple occasions throughout the process, generally twice between each Task Force meeting, to develop and frame issues and meeting approaches for the full Task Force. Without the considerable efforts of this group, the Task Force would not have been able to accomplish its work.

The Task Force also thanks the Technical Advisory Committee (TAC), whose members worked throughout January, February, and March of 2012 to gather data and information on the undeveloped rural school sites and to compile additional information relevant to future school siting.

The Task Force also acknowledges the many members of the public who submitted comments and/or attended one or more Task Force or TAC meetings. Their contributions provided valuable insight for the Task Force's consideration.

Finally, the Task Force thanks Triangle Associates for their exemplary support throughout the process.

See Appendices A, B, and C for Task Force, Framing Work Group, and TAC membership.

SECTION 2: Glossary of Terms and Acronyms

Comprehensive Plan

A generalized coordinated land use policy statement of the governing body of a county or city that is adopted pursuant to 36.70A RCW. (*Washington State Growth Management Act*)

Countywide Planning Policies (CPPs)

A written policy statement or statements used solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted pursuant to the Growth Management Act. (*Washington State Growth Management Act*)

Growth Management Act (GMA)

The GMA was enacted in 1990 in response to rapid population growth and concerns with suburban sprawl, environmental protection, quality of life, and related issues. The GMA requires the fastest growing counties and the cities within them to plan for growth. The GMA provides a framework for regional coordination; counties planning under the GMA are required to adopt county-wide planning policies to guide plan adoption within the county and to establish urban growth areas (UGAs). Local comprehensive plans must include the following elements: land use, housing, capital facilities, utilities,

transportation, and, for counties, a rural element. (*Municipal Research and Services Center of Washington*)

Growth Management Planning Council (GMPC)

The GMPC, which was established by an Interlocal agreement, is a 15-member council of elected officials from Seattle, Bellevue, suburban cities and King County. The GMPC has been responsible for the preparation and recommendation of the Countywide Planning Policies to the Metropolitan King County Council, which then adopts the policies and sends them to the cities for ratification. (*King County Comprehensive Plan*)

Identified Need

Identified need exists if a school district has determined the type of school needed and a timeframe for development on one of the 18 undeveloped school sites. (*Source: School Siting Task Force*)

Multi-County Planning Policies

An official statement, adopted by two or more counties, used to provide guidance for regional decision-making, as well as a common framework for countywide planning policies and local comprehensive plans. (*Puget Sound Regional Council*)

Nonconformance

Any use, improvement or structure established in conformance with King County rules and regulations in effect at the time of establishment that no longer conforms to the range of uses permitted in the site's current zone or to the current development standards of the code, due to changes in the code or its application to the subject property. (*King County Code*)

Regional Growth Strategy

An approach for distributing population and employment growth within the four-county central Puget Sound region (King, Kitsap, Pierce, Snohomish). (*Puget Sound Regional Council*)

Rural Area

Outside the urban growth area, rural lands contain a mix of low-density residential development, agriculture, forests, open space and natural areas, as well as recreation uses. Counties and adjacent small towns provide a limited number of public services to rural residents. (*Puget Sound Regional Council*)

Rural Character

Rural Character refers to the patterns of land use and development established by a county in the rural element of its comprehensive plan:

- a. In which open space, the natural landscape, and vegetation predominate over the built environment;
- b. That foster traditional rural lifestyles, rural-based economies, and opportunities to both live and work in rural areas;

- c. That provide visual landscapes that are traditionally found in rural areas and communities;
- d. That are compatible with the use of the land by wildlife and for fish and wildlife habitat;
- e. That reduce the inappropriate conversion of undeveloped land into sprawling, low-density development;
- f. That generally do not require the extension of urban governmental services; and
- g. That are consistent with the protection of natural surface water flows and groundwater and surface water recharge and discharge areas
(*Washington State Growth Management Act*)

Rural Cities

A free-standing municipality that is physically separated from other cities and towns by designated rural lands. Also referred to as "Cities in the Rural Area." The incorporated rural cities are Black Diamond, Carnation, Duvall, Enumclaw, North Bend, Skykomish and Snoqualmie. (*Puget Sound Regional Council, King County Comprehensive Plan*)

Rural Towns

Rural towns are unincorporated areas governed directly by King County. They provide a focal point for community groups such as chambers of commerce or community councils to participate in public affairs. The purposes of rural town designations within the County's Comprehensive Plan are to recognize existing concentrations of higher density and economic activity in rural areas and to allow modest growth of residential and economic uses to keep them economically viable into the future. Rural towns in King County include Alpentel, Fall City and Vashon. (*King County Comprehensive Plan*)

Rural Zoning

The rural zone is meant to provide an area-wide, long-term, rural character and to minimize land use conflicts with nearby agricultural, forest or mineral extraction production districts. These purposes are accomplished by: 1) limiting residential densities and permitted uses to those that are compatible with rural character and nearby resource production districts and are able to be adequately supported by rural service levels; 2) allowing small scale farming and forestry activities and tourism and recreation uses that can be supported by rural service levels and are compatible with rural character; and 3) increasing required setbacks to minimize conflicts with adjacent agriculture, forest or mineral zones. (*King County Comprehensive Plan*)

Tightline Sewer

A sewer trunk line designed and intended specifically to serve only a particular facility or place, and whose pipe diameter should be sized appropriately to ensure service only to that facility or place. It may occur outside the local service area for sewers, but does not amend the local service area. (*King County Comprehensive Plan*)

Unincorporated Area

Unincorporated areas are those areas outside any city and under King County's jurisdiction. (*King County Comprehensive Plan*)

Urban Growth Area (UGA)

The area formally designated by a county, in consultation with its cities, to accommodate future development and growth. Given that cities are urban, each city is within a county-designated urban growth area. Cities may not annex lands outside an urban growth area, nor may they formally identify additions to the urban growth area independently of the county designation process. Development that is urban in character is to occur within the designated urban growth area, preferably in cities. Development outside the designated urban growth area is to be rural in character. (*Puget Sound Regional Council*)

VISION 2040

VISION 2040 is the growth management, environmental, economic, and transportation vision for the central Puget Sound region. It consists of an environmental framework, a regional growth strategy, policies to guide growth and development, actions to implement, and measures to track progress. (*Puget Sound Regional Council*)

SECTION 3: Overview and Background Information

Overview

The Washington State Growth Management Act (GMA) requires counties and cities to work together to plan for growth. In King County, the Growth Management Planning Council (GMPC) is the countywide planning body through which the County and cities collaborate. The GMPC is comprised of elected officials from King County, Seattle, Bellevue, the Suburban Cities Association, and special purpose districts. The GMPC develops and recommends Countywide Planning Policies (CPPs) to the King County Council where they are reviewed, adopted, and sent to the cities for final ratification. The CPPs were initially adopted in 1992; certain elements of the policies have been updated over the years.

In 2010 and 2011, the GMPC undertook the first comprehensive evaluation of the CPPs since their initial adoption. A full set of updated policies is required to bring the CPPs into compliance with the multicounty planning policies (VISION 2040) adopted by the Puget Sound Regional Council in 2008. VISION 2040 is the regional growth strategy for the four-county region including King, Kitsap, Pierce and Snohomish Counties.

On September 21, 2011 the GMPC completed its review and voted to recommend an updated set of CPPs to the King County Council. However, they could not reach consensus on policies governing the siting of public facilities and services. At issue was whether public schools serving primarily urban populations should be sited in rural areas, and whether such facilities should be served by sewers. The recent update of VISION 2040 included policies stating that schools and other community facilities serving primarily urban populations should be sited in the urban growth area, and that urban services (sewers) should not be provided in rural areas. In the interest of consistency, the GMPC was considering adding similar policies to the CPPs.

While the GMA is clear that sewers are not permitted in rural areas (except in limited circumstances), the CPPs have since 1992 contained a policy that allows public schools to be served by sewer when a finding is made that no alternative technologies are feasible. King County implements this policy by authorizing a tightline sewer connection after the finding is made.

This potential change in policy was of concern to school districts, many of which owned or had an interest in undeveloped rural properties. While some had acquired their properties before the adoption of the GMA and CPPs, most had not. Those school districts purchasing land after 1992 did so under a regulatory framework that permitted schools in rural areas and that allowed a tightline sewer if needed. At the time, with rising land costs in urban areas and rapid growth, choosing less expensive rural sites seemed the most judicious use of limited taxpayer funds. Many school districts pointed out the difficulty of finding large parcels in urban areas, and the importance of siting schools so that they are convenient for all students, including those in rural areas. School districts leaders testified that they do not distinguish between the urban and rural portions of their service areas; their planning takes into account the needs of their districts as a whole.

The policy debate generated testimony from rural residents, many of whom expressed concerns about the impacts of siting schools in rural areas, including traffic congestion, environmental degradation, and loss of rural character. They pointed out that while initial land costs might be lower in rural areas, the total costs to society of siting schools in non-urban areas might be greater. In addition to the impacts of transporting large numbers of urban students to schools in rural areas, the cost of transportation investments needed to support new schools are borne only by unincorporated area residents. These community impacts and financial burdens are not shared equally by residents in incorporated areas. Much of the testimony from rural residents questioned the fairness and sustainability of siting in rural areas infrastructure supporting primarily urban development.

In order to address these concerns, to acknowledge the changing environment and to support school districts in their obligation to provide quality education for the children of King County, the GMPC agreed to set aside the policies related to siting public facilities and postpone their consideration until a task force made up of school districts, cities, King County, rural residents, and other experts could study the issue and report back to the King County Executive.

GMPC Guidance for the Task Force

The GMPC established guidance for formation of the School Siting Task Force in their Motion 11-2 (Appendix E) on September 21, 2011.

The Task Force was given the Mission to:

Develop recommendations to better align city, county, and school districts' planning for future school facilities in order to provide quality education for all children and maximize health, environmental, programmatic, fiscal, and social objectives.

-GMPC Motion 11-2, School Siting Task Force Work Plan, Task Force Mission

To fulfill this Mission, the GMPC recommended a specific scope of work. As described in GMPC Motion 11-2, the Task Force's primary task is "to evaluate the current inventory of rural properties owned by King County school districts" and to make recommendations as to their use or disposition. Collectively, the Task Force identified 18 undeveloped sites in rural areas. To further support the fulfillment of its Mission, it was anticipated that the Task Force might recommend legislative and other strategies.

The GMPC established a set of eight principles to guide the Task Force in its work. All of the solutions recommended by the Task Force in this Report reflect the Guiding Principles established by GMPC:

- *Academic Excellence*: Educational facilities should promote and support the academic achievement of students.
- *Equitable*: All children should have access to quality educational facilities.
- *Financially Sustainable*: School siting should be financially sustainable for each impacted jurisdiction (school districts, cities, county unincorporated areas, and sewer/water districts) and make the most efficient use of total tax dollars.
- *Support Sustainable Growth*: Planning for school facilities shall comply with state law and be integrated with other regional and local planning, including land use, transportation, environment, and public health.
- *Community Assets*: Schools should unite the communities in which they are located and be compatible with community character.
- *Based on existing data and evidence*: The Task Force process shall utilize recent demographic, buildable lands inventory, and other relevant data and information.
- *Public Engagement*: The Task Force process should include robust community engagement with impacted communities. Meetings will be transparent and open to the public for observation. The Task Force shall provide opportunities for public comment.
- *Best Practice and Innovation*: Lasting recommendations should serve the region well for years to come and support education, health, environmental, programmatic, fiscal, and social objectives.

SECTION 4: The Task Force Process

Appointing the Task Force

The GMPC designated categories of membership in Motion 11-2, but did not specify individual members. Task Force members were appointed by the King County Executive (see Appendix A).

Hiring a Facilitator

Public Health - Seattle King County hired Triangle Associates as the independent facilitator to help coordinate the work of the Task Force, including conducting initial assessment interviews of all Task Force members, organizing Task Force meetings, facilitating development of recommendations by the Task Force and providing support through drafting and production of the Task Force's Final Report and Recommendations.

Structure and Roles of the Task Force

The Task Force established two workgroups to assist in the effort: the Technical Advisory Committee, (also recommended by the GMPC) and the Framing Work Group. Both are described below.

Technical Advisory Committee

The Technical Advisory Committee (TAC) was comprised of representatives from King County, the Puget Sound Regional Council, school districts, water and sewer districts, and the Suburban Cities Association. A membership list is included in Appendix C. The TAC met throughout the beginning and middle stages of the Task Force process; its role was to provide data and information to support Task Force decision making. TAC meetings were open to the public and included dialogue with those who attended. Meeting summaries (Appendix P) were developed to provide a record of their work.

The primary work product of the TAC involved compiling a matrix containing information related to the 18 undeveloped school sites (Appendix F). In addition to populating the matrix with site-specific information, the TAC was asked to collect data and information in several other areas of inquiry, which collectively were referred to as the “13 Tasks”. This included subject areas such as demographic trends and school enrollment projections. A complete list of the 13 tasks is included as Appendix F.

The TAC work and products enabled swift evaluation of, and development of solutions for, specific sites by the Task Force. The breadth and detail of the data compiled by the TAC, and that Committee’s timely response to Task Force requests, played a critical role in the accomplishments of the Task Force.

Framing Work Group

Due to the short timeline for the Task Force to complete its work, the Task Force created a Framing Work Group (Appendix B) to frame issues for its consideration. Prior to each meeting of the full Task Force, the Framing Work Group met to review information gathered by the TAC and to discuss how best to organize information and issues for discussion. Doing so helped the Task Force have focused and substantive discussions and stay on task to meet their deadlines.

The Framing Work Group made recommendations on process to the Task Force; however, all decision-making power remained with the full Task Force. Framing Work Group members were appointed by the Task Force Chair from the general Task Force roster. The group met on average twice between each Task Force meeting, and meeting summaries (Appendix P) were included in the materials that the Task Force received.

Meeting Structure and Process

The Task Force met six times from December 2011 through March 2012, using the process schematic (Appendix R) as a visual guide for navigating its work effort:

1. The first meeting, December 14, 2011, focused on introducing Task Force members, establishing a process for the work effort, and hearing Task Force member perspectives on hopes and desired outcomes from the process.
2. The second meeting, January 25, 2012, focused on learning information from the TAC and creating a set of interests (Appendix S) based on the Task Force's Guiding Principles as established in the GMPC Motion 11-2. The Task Force also agreed upon a set of Operating Protocols (Appendix Q).
3. On February 16, 2012, the Task Force held a 4-hour workshop to begin developing solutions for the 18 undeveloped rural school sites and for future school siting. The Technical Advisory Committee presented data on each of the 18 sites, and each school district was given the opportunity to present additional information on their sites. The Task Force reached consensus on an approach for evaluating sites that was developed by the Framing Work Group. This approach involved identifying the critical or "threshold" factors that would allow Task Force members to create four categories into which the 18 sites would eventually be sorted. The first step was to brainstorm potential solutions for each category.
4. On March 1, 2012, the Task Force met for the fourth time, also in a 4-hour workshop. Working in small groups, Task Force members accepted possible solutions for the four categories of sites. They then sorted the 18 sites into the four categories and also considered future school siting. The Task Force reached consensus agreement on several items, including:
 - The "Solutions Set and Criteria" document (Document 1 in the Recommendations section), with agreement that a few items needed additional definition, clarification, and confirmation at its next meeting
 - The placement of all school sites in appropriate quadrants of the solutions table
5. On March 15, 2012, the Task Force accepted by 100% consensus:
 - A final version of the "Solutions Set and Criteria" document
 - Recommended and prioritized solutions for 12 specific sites
 - The following technical documents: Matrix of school sites, list of 13 tasks, population and demographic information, enrollment trends by school district, public health aspects of school siting.
 - Recommendations to the Growth Management Planning Council and Washington State legislature related to school siting
6. On March 29, 2012, the Task Force accepted the Recommendations Report to be submitted to the King County Executive.

Decision Making: A Consensus Approach

At the second Task Force meeting, the Task Force members accepted the Operating Protocols (Appendix Q). This document established roles for all non-Task Force members involved in the process, clarified communications protocols and workgroup composition, and defined a specific decision-making approach.

The Task Force defined consensus as obtaining the full acceptance of all members; short of that, decisions and recommendations would move forward with the approval of at least 70% of the Task Force members present, with at least one member from each primary interest group (county, cities, school districts, and residents) voting in favor to accept a document or decision.

Public Process

The GMPC Motion stated that the Task Force process should include robust public engagement. All Task Force meetings and TAC meetings were open to the public. All written materials (agendas, meeting summaries, and other information) were made available on the Task Force website, and public comments were accepted throughout the process at Task Force meetings, through the Task Force website and via email. Comments from the public were summarized by the facilitator at the beginning of every Task Force meeting, and the compiled comments were emailed to Task Force members after each meeting (see Appendix U).

Information Considered by the Task Force

As Task Force members studied the issues associated with siting schools in rural areas, they considered a range of data and information. The majority of this information was provided by the TAC. It included the following documents, reports and policy frameworks, many of which are included in the appendices to this Report.

- **18 undeveloped rural school sites.** The TAC prepared a matrix containing factual information related to each of the 18 sites including: general site information (e.g., zoning, acreage, assessed value), land use and transportation considerations (e.g., landscape position, distance to UGA, distance to sewer/water connection, environmental features), and the school districts' plans (e.g., intended use, development timeline). School districts were given the opportunity to correct and/or augment the information about their school sites.
- **Planning context.** King County staff provided the Task Force with a brief history of the land use planning in two areas where many of the undeveloped sites are located: the Bear-Evans Corridor and the Soos Creek Basin. The county's land use strategy in both areas employed zoning and development regulations on an area-wide basis so the cumulative impact of development would not cause environmental degradation. A summary of this history is included as Appendix O.
- **GMA policy framework.** There is a strong policy basis in Washington State for focusing growth in urban areas, protecting rural areas and the environment, and the efficient provision of government services and facilities. The growth management framework considered by the Task Force included GMA, VISION 2040, the Countywide Planning Policies, King County Comprehensive Plan and King County Code. Relevant portions of these documents can be found in Appendix M.
- **Demographic information.** The Task Force was presented with information from the 2010 census that identified population trends in the urban and rural portions of each school district, and

also district-wide. Significant demographic shifts have occurred in the past decade: from 2000 to 2010, the overall rural population in King County declined by 1%, and the rural population under the age of 18 declined by 18.4%. During the same time, the urban population saw an overall increase of 12.1% and under-18 increase of 8.3%. This information can be found in Appendix H.

- **School district enrollment projections.** The Task Force was presented with information related to current and projected school enrollment, which illustrates that district populations will continue to grow to varying degrees and that urban students will continue to comprise the majority of those populations. The anticipated enrollment for students from rural areas generally failed to materialize in the vicinities of the sites owned by school districts. The enrollment projections can be found in Appendix I.
- **Funding for school construction.** Although there was no formal presentation on this topic, it came up on several occasions and was an important consideration for the Task Force. The State of Washington does not provide funding to school districts for acquisition of properties; school districts must rely on their own funding sources (through bonds, levies, grants, and donations). Once properties are acquired, school districts can apply for state assistance for school construction as part of a state match program.
- **Current criteria and process for school siting.** Using both state regulations and locally adopted standards, school districts consider many factors when locating a site to develop a public school facility. Following guidance set forth by the Office of the Superintendent of Public Instruction and the Washington Administrative Code (392-342-020 WAC), districts look at site quality, cost, projected enrollment, distance to students/ transportation, and timing of school construction. The WAC guidelines can be found in Appendix L.
- **Funding for county road maintenance.** The TAC determined that the cost for upgrading, operating and maintaining county roads to serve future schools on the 18 undeveloped sites could range from \$30-35 million over 20 years. This is important to consider because the County road fund has become severely strained, and because that cost would be borne solely by unincorporated area residents through the county road levy. In addition to cost of road infrastructure and tax equity issue, there are climate impacts associated with transporting large numbers of students to schools in rural areas, in the form of increased greenhouse gas emissions.
- **Public health aspects of school siting.** One member of the TAC and one member of the Task Force presented information on the public health aspects of school siting. In recent years, best practices in school siting have evolved to reflect a more community-centered approach, placing schools in urban areas where children can walk to school and where school facilities can serve as community assets. The major themes identified in this research (included in Appendix J) include:
 - a. School siting determines the proximity of schools to a student's home and larger community and can affect whether children achieve and maintain good health,
 - b. Physical activity is key to children's health,
 - c. School travel impacts children's health in multiple ways, and

- d. Education policy is also health policy.

Task Force Report

This Report was drafted by the independent facilitation team. The Framing Work Group refined the initial draft document, which the Task Force considered at the March 15th meeting. Between the March 15th and March 29th meetings, the Framing Work Group, project team, and facilitation team refined iterations of the Report, with a final draft presented to the Task Force at its last meeting on March 29, 2012. The Task Force accepted the document, with revisions, at that meeting. The facilitation team made final revisions based on Task Force input before submitting this Report to the King County Executive.

SECTION 5: Recommendations

Introduction

The GMPC and King County Executive requested that the Task Force recommend solutions for the 18 undeveloped rural sites and guidelines for future school siting. The Task Force analyzed data and information to create and prioritize specific solutions for each of the sites and to develop recommendations for future sites. These are encapsulated below in *Recommended Solutions for Undeveloped Sites* and *Recommendations for Future School Siting*, respectively. Throughout the process, Task Force members identified other recommendations in support of its Mission; the other recommendations are listed under *Recommendations for Future School Siting*.

Recommended Solutions for Undeveloped Rural Sites

The Task Force focused the major part of its effort on the 18 undeveloped sites, seeking logical and sustainable solutions. Once the Task Force process was underway, the Task Force surveyed all the school districts to ensure the Task Force's scope included the universe of undeveloped rural property with a school district interest. No other undeveloped rural sites were identified by the school districts.

The Task Force, with guidance from the Framing Work Group, decided to use a "threshold" approach for determining solutions for each of the 18 undeveloped sites. This threshold approach identified two specific criteria; a site must possess one or the other in order to be considered for development. After some refinement, the Task Force accepted the following criteria for decision making:

- 1) **Does the school district have an identified need for a school site?** (*Identified need exists if a district has identified a type of school and a time frame in which the school is needed.*)
- 2) **Does the site border the Urban Growth Area (UGA) or have an existing sewer connection?** (*Bordering the UGA means the site is directly contiguous to the UGA. An existing sewer connection means sewer line is on site. This does not include sites with sewer on an adjacent parcel or across the street.*)

Based on these criteria, the Task Force accepted the threshold approach for sorting the 18 sites and created the *Solutions Table*, which separated the school sites into four quadrants:

- **Box A**, in the upper left corner, includes sites that border the UGA and/or have an existing sewer connection and for which school districts have an identified need.
- **Box B**, in the upper right corner, includes sites that do not border the UGA and have no sewer connection and for which school districts have an identified need.
- **Box C**, in the lower left corner, includes sites for which school districts do not have an identified need and that border the UGA and/or have an existing sewer connection on site.
- **Box D**, in the lower right corner, includes sites for which school districts do not have an identified need and that do not border the UGA and have no existing sewer connection on site.

Any and all other undeveloped rural school sites (those not among the 18 recognized sites) fall into “future school siting” in Box E of the *Solutions Table*. Future school siting issues are addressed in greater detail in the section entitled *Recommendations for Future School Siting*.

The Task Force then developed possible solutions for each box and ranked these possible solutions in order of preference, recognizing that circumstances for specific sites within each category might merit a different order.

The recommended *Solutions Set and Criteria* are shown here as Document 1.

Document 1—Solutions Set and Criteria

Existing Undeveloped School Sites in the Rural Area

Assumptions for Solution Set:

- For any solution that would result in a school district not being permitted to use a site for a school, the Task Force recommends options through which the school district could receive fair and appropriate value.
- All solutions resulting in site development should mitigate impacts and provide community benefits.
- Any solutions that involve a change in the UGA or allow/prohibit sewer service shall be governed by the laws, policies, and/or administrative procedure(s) in place at the time.
- Additional solutions may apply; detailed analysis may be required to determine optimal solution for any site.
- All sites, site conditions, and identified needs are included in the Matrix. School districts were asked to bring forward any additional sites and no other sites emerged so the full and final list of specific sites is shown in Documents 2-3.

NOTE: Solution Sets in each box is listed in priority order.

	Site borders UGA or has sewer connection. <i>"Sewer connection" defined as having sewer on site already (not adjacent).</i>	Site does not border UGA and has no sewer connection.
<p>School district has an identified need for a school site.</p> <p><i>"Identified need" exists if district has identified a type of school and a time frame in which they need the school.</i></p>	A	B
<p>School district does not have an identified need for a school site.</p>	C	D

All Other Undeveloped School Sites (Future)

Future School Siting	All future school siting should be consistent with Vision 2040.	E
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Once the Task Force accepted these criteria and categories plus the prioritized solution sets for each quadrant, members considered each undeveloped school site. At the March 1st meeting, the Task Force reached consensus agreement for the placement of each site in accordance with the accepted criteria.

The accepted placement of each rural school site is shown below as Document 2.

Document 2—Site Categorization	
<p>Task Force breakout groups identified the sites in each category. The full Task Force reached 100% Consensus on March 1, 2012 on the following site categorization:</p>	
Existing Undeveloped Sites in the Rural Area (18 sites)	
	Site borders UGA or has sewer connection.
	Site does not border UGA and has no sewer connection.
School district has an identified need for a school site	<i>A</i> <u>Sites:</u> Enumclaw A, D Lake Washington 2, 4 Snoqualmie Valley 1 Tahoma 1
School district does not have an identified need for a school site	<i>C</i> <u>Sites:</u> Kent 4
	<i>B</i> <u>Sites:</u> Enumclaw B Issaquah 1
	<i>D</i> <u>Sites:</u> Auburn 1, 2, 3 Kent 1, 2, 3 Lake Washington 1, 3 Northshore 1
All Other Undeveloped School Sites (Future)	
Future School Siting	<i>E</i> All future school siting should be consistent with Vision 2040.

Once the Task Force accepted the threshold criteria and site categories, developed the basic solution sets for each quadrant, and placed the school sites in categories based on the threshold criteria, members brainstormed possible solutions for each site. Task Force members developed a preferred solution for each site, with a prioritized list of additional solutions. Where appropriate, they included notes, considerations, and rationale to support each site’s recommended solution(s).

The Task Force recognized that VISION 2040, the CPPs, the King County Comprehensive Plan, and the King County Code will ultimately govern what happens on both current undeveloped school sites and on any other future school sites in rural areas. In addition, school districts will control the timing and specific actions within that framework. The involvement of cities is needed to facilitate siting within urban areas.

Document 3 below shows the recommended solution(s) for each school site, along with site-specific considerations.

Document 3—Site-Specific Solutions

Box A

SITE BORDERS UGA or HAS SEWER CONNECTION	
<p>School district has an identified need for a school site.</p>	<p>Overview:</p> <p>In general, while the Task Force’s preference is to find alternative sites in the UGA, the Task Force finds that for the sites in Box A the particular site conditions and circumstances facing the impacted school districts may warrant other solutions. Thus the recommended solutions vary by site. For any recommendations that allow for development on a site, the Task Force recommends that the district work with the county and community to minimize impacts on the rural surroundings and rural residents.</p> <p>Because of the identified need by the school districts, the Task Force recommends that these sites receive prioritized attention from city, county and school district decision makers.</p> <p>Sites and their Solutions:</p> <p>Snoqualmie Valley 1</p> <ol style="list-style-type: none"> 1. Allow school district to connect to existing sewer <p><i>Site specific: The high percentage of floodplain land in this school district makes finding an alternate site very challenging. The site does not have significant conservation value. The site has an existing school, which was developed with the intent that another school would be built on the site. The district has undertaken site preparation for the addition of an elementary school on the site. The school district invested in the Local Improvement District that enabled the sewer to reach the site.</i></p> <p>Tahoma 1</p> <ol style="list-style-type: none"> 1. Find alternative site in the UGA 2. Allow school district to connect to existing sewer <p><i>Site specific: The Task Force encourages the district to work with the county and cities in the district to explore opportunities for finding an alternative site in the UGA that would meet the pressing need for additional capacity that development of another school would provide. If no viable alternative site that fits within the district’s financial plans can be expeditiously found, the availability of sewer and an existing school on the site present compelling reasons for development of the site to meet the district’s needs. The site does have conservation value and the Task Force recommends that any new development on the site occur adjacent to the existing school so that impacts to the site’s forest cover are minimized.</i></p> <p>Lake Washington 2</p> <ol style="list-style-type: none"> 1. Find alternative site in the UGA 2. Incorporate site into adjacent UGA <p><i>Site specific: The site borders the Redmond watershed and has conservation value. The Task Force therefore encourages the school district, the county and the City of Redmond to find an alternative site within the UGA that would meet the district’s need for additional capacity that development of another school would provide. The parties should identify other partners and funding mechanisms that would allow for purchase of the property (perhaps in conjunction with the Lake Washington 1 site) for permanent conservation as well as provide resources to the district for purchase of an alternative site. If no viable alternative site can be expeditiously identified, the Task Force recommends that the school district develop the site in a manner that preserves as much of the conservation value of the site as</i></p>

possible. This may be accomplished through, for example, incorporation of a small developable portion of the site (about five acres) into the UGA for a small environmental school* while placing the remainder of the site into permanent conservation. The district should also work closely with the county and community to minimize other impacts, such as transportation. The Task Force does not recommend extension of sewer to any portion of that site that remains outside of the UGA. If the site is proposed for incorporation into the UGA, it shall go through the King County docket process.

*Environmental School will have sustainable or "green" buildings and grounds (refer to State RCW 39.35D, "High Performance Public Buildings – Guidelines for School Districts").

Lake Washington 4

1. Allow school district to connect to existing sewer

Site specific: The Task Force recognizes the school district's need for additional capacity in the eastern portion of the district, which straddles the City of Redmond, the rural area, and an unincorporated urban "island" surrounded by rural area. The site is part of a large parcel on which there is an existing elementary and middle school, both already connected to sewer. The undeveloped portion of the site was previously used as a mink farm and portions of the site are cleared. The Task Force recommends that the district work closely with King County and the community to minimize both existing and additional impacts on the area surrounding the parcel, particularly the transportation impacts related to several facilities being located or developed on the site.

Enumclaw A & D:

- 1a. Find alternative site/s in the UGA

- 1b. Place all school buildings and impervious surfaces on the *urban* side of the UGB and place ballfields/playfields on the *rural* side of the UGB.

Site specific (1a): This joint site lies on the south-eastern boundary of the Black Diamond UGA and a master-planned development (MPD) that has yet to be constructed. The identified need of the school district is associated primarily with the population projections of the MPD and with students residing outside of the MPD but in the northern part of the district; the sites are planned for an elementary and a middle school. The fee title to both sites is held by the developer, with the district's property interest recorded as an encumbrance on title, and would only be conveyed to the school district if the MPD materializes. The Task Force recommends that no sewer be extended to the rural portion of the site and that the City of Black Diamond and county work with the developer and the school district to site all schools associated with the MPD completely within the UGA. The Black Diamond City Council supported this solution in a resolution passed 3-1-12. The Black Diamond City Council previously approved the Comprehensive School Mitigation Agreement identifying Enumclaw Sites A, B, and D as agreed-upon school sites.

Site specific (1b): The Enumclaw School District and the developer have identified as an alternative to 1a the placement of a portion of the proposed school-related facilities on rural lands. If attempts to site each of these schools fully within the UGA are unsuccessful, alternative 1b may be contemplated. Alternative 1b consists of siting all school buildings, storm water detention and other support facilities, and all parking and impervious surfaces within the UGA and limiting any development in the adjacent rural area to ballfields/playfields. The Task Force further recommends maintaining significant forest buffers between the ballfields/playfields and adjacent rural lands including the Black Diamond Natural Area. Recommendation of this urban/rural alternative by the Task Force is meant to address the unique circumstances of the Enumclaw A & D sites and is not to be construed as a precedent for locating schools on adjacent rural lands. Consequently, it is not recommended for any other sites.

Box B

	<p>SITE DOES NOT BORDER UGA and HAS NO SEWER CONNECTION</p>
<p>School district has an identified need for a school site.</p>	<p><u>Overview:</u></p> <p>The Task Force recommends that alternative sites in the UGA be found for all sites in this box and that sewer not be extended to these sites. Because of the identified need by the school districts and the recommendation to find alternative sites, the Task Force recommends that these sites receive prioritized attention by school district, county and city decision makers.</p> <p><u>Sites and their Solutions:</u></p> <p>Issaquah 1</p> <p>1. Find alternative site in the UGA</p> <p><i>Site specific: The site is a large parcel (80 acres) on May Valley Road between Squak Mountain to the north and Cedar Hills Landfill to the south. The site has conservation value. The Task Force recommends that the school district work expeditiously with King County, the City of Issaquah and the City of Renton. These partners shall work diligently to find an alternative site within the UGA that would meet the school district's need for additional capacity that development of another school would provide. The county, cities and school district should identify other partners and funding mechanisms that may allow for purchase of the property for permanent conservation or other rural-related uses while also providing resources to the district for purchase of an alternative site.</i></p> <p>Enumclaw B:</p> <p>1. Find alternative site in the UGA</p> <p><i>Site specific: The site is in the rural area west of the Black Diamond UGA and a master-planned development (MPD) that has been approved but is yet to be constructed. The identified need of the school district is associated with the population projections of the MPD; the site is planned for a middle school. The fee title for the site is held by the developer, with the district's property interest recorded as an encumbrance on title, and would only be conveyed to the school district if the MPD materializes. The Task Force recommends that no sewer be extended to the site and that the City of Black Diamond and the county work with the developer and the school district to site schools associated with the MPD in the UGA.</i></p>

Box C

	SITE BORDERS UGA or HAS SEWER CONNECTION
School district does not have an identified need for a school site.	<p><u>Overview:</u></p> <p>Because the site in this box is not associated with an identified need, the Task Force recommends that the school district plan to develop the site consistent with Vision 2040 or manage the site as part of its capital portfolio.</p> <p><u>Site and its solution:</u></p> <p>Kent 4</p> <ol style="list-style-type: none">1. Sell, or hold with the understanding that any future development must be consistent with Vision 2040 as implemented by King County code.

Box D

SITE DOES NOT BORDER UGA and HAS NO SEWER CONNECTION	
<p>School district does not have an identified need for a school site.</p>	<p><u>Overview:</u></p> <p>Because sites in this box are not associated with an identified need, the Task Force recommends that school districts plan to develop the sites consistent with Vision 2040 or manage the sites as part of their capital portfolio. The Task Force also recommends that while the school districts will ultimately determine how sites are handled, the county, cities, and other interested parties should investigate whether sites may be suitable for permanent conservation or other public purposes; if so, these entities should work to facilitate the acquisition of the properties for the identified public purposes.</p> <p><u>Solutions for sites with conservation value:</u></p> <ol style="list-style-type: none"> 1. If the site is of value to the county, cities or community, facilitate the purchase, sale, or land swap of property <p>The Task Force recommends that the county, cities and school districts investigate whether the properties may be appropriate for permanent conservation or acquisition for other public purposes.</p> <ul style="list-style-type: none"> • Auburn 1: <i>The site has value for flood hazard reduction.</i> • Kent 3: <i>The site has forestland of value for environmental, social, and potentially economic benefits.</i> • Lake Washington 1: <i>The site has value for flood hazard reduction and regionally significant aquatic or terrestrial natural resources. Facilitating the sale of the property into conservation may assist with solutions for other Lake Washington sites in Box A.</i> • Northshore 1: <i>The site has forestland of value for environmental, social, and potentially economic benefits.</i> <p><u>Solutions for sites without identified conservation value:</u></p> <p>Auburn 3, Kent 1, and Lake Washington 3</p> <ol style="list-style-type: none"> 1. Sell, or hold understanding that any future development must be consistent with Vision 2040. <i>The Task Force recommends that school districts plan to develop the sites consistent with Vision 2040 or manage the sites as part of their capital portfolio.</i> <p><u>Solution for Auburn 2:</u></p> <p>Auburn 2: <i>The site has an existing elementary school, but no sewer extension. The school district plans to redevelop the existing elementary school or build a middle school to replace the elementary school. No time frame has been specified. The Task Force recommends that the school district be allowed to redevelop, if no sewer connection is needed and as allowed by development regulations in place at the time of development.</i></p>

Note: In developing the above recommendations for schools sites, Task Force members reached out to all school districts whose service area includes rural land, even those districts not represented on the Task Force. To make sure the solutions recommended by the Task Force would encompass all known sites and create lasting solutions, school districts were asked if they owned or had interest in any rural sites not already under consideration in this process. School district representatives stated there were no additional rural sites needing to be addressed at this time. Therefore, no other sites are included and all future school siting should be guided by the recommendations below.

Recommendations for Future School Siting

The Puget Sound Regional Council (PSRC) comprehensively updated VISION 2040 in 2008. In preparation for the update, the PSRC developed an issue paper regarding Rural Areas that included a discussion on Special Purpose Districts and Institutional Uses (Appendix N). The issue paper noted that special purpose district planning is disconnected from GMA, and that many facilities (including schools) had expanded into rural areas, taking advantage of relatively low land values and large tracts of land. The issue paper recommended that policies be established that provide regional guidance on siting special purpose districts within rural areas. Thus, the following policies were established and incorporated into VISION 2040:

MPP-PS-4 Do not provide urban services in rural areas. Design services for limited access when they are needed to solve isolated health and sanitation problems, so as not to increase the development potential of the surrounding rural area.

MPP-PS-5 Encourage the design of public facilities and utilities in rural areas to be at a size and scale appropriate to rural locations, so as not to increase development pressure.

MPP-PS-21 Site schools, institutions, and other community facilities that primarily serve urban populations within the urban growth area in locations where they will promote the local desired growth plan.

MPP-PS-22 Locate schools, institutions, and other community facilities serving rural residents in neighboring cities and towns and design those facilities in keeping with the size and scale of the local community.

Also in 2008, VISION 2040 incorporated new policies integrating public health considerations into land use and transportation planning, and addressing climate change through the regional growth strategy (reducing greenhouse gas emissions by focusing growth in urban centers).

Consistent with all of the above, VISION 2040 now encourages the siting of public facilities in urban areas, and states that *“Schools should be encouraged to become the cornerstone of their communities by locating in more urban settings and designing facilities to better integrate with their urban neighborhoods.”*

Given the adopted policies in VISION 2040 and after consideration of the wide range of technical information presented, the Task Force recommends that all future school siting be consistent with VISION 2040.

Box E

The Task Force recommends that all future school siting be consistent with VISION 2040.

In support of this recommendation, the Task Force further recommends:

1. The Growth Management Planning Council (GMPC) should develop policies and adopt a work program that commits jurisdictions to working together to identify future school sites within the UGA. These policies shall direct jurisdictions to use zoning and other land use tools to ensure a sufficient supply of land for siting schools.
2. King County should work with the school districts, community representatives, and other stakeholders to address any future redevelopment of existing schools on rural sites to accommodate school districts' needs while protecting rural character.
3. The Growth Management Planning Council should add a school district representative to its membership.
4. The Puget Sound Regional Council should collaborate with counties and cities in working with school districts to ensure coordination in regional (4-county) growth management discussions (per VISION 2040 PS-Action-6).
5. The Washington State Legislature and the Office of the Superintendent of Public Instruction should examine, together with the State Department of Commerce, how state laws, guidelines, policies and administrative procedures can influence school siting decisions, including:
 - a. Reconsideration of existing transportation policies and funding that incentivize busing and siting schools away from population centers.
 - b. Identifying new funding for school land acquisition, including incentives for purchases, land swaps, and other avenues for obtaining land inside the UGA
 - c. Revising existing guidelines for school siting such that districts who build on small sites in urban areas are eligible for state match funds
 - d. Increasing the compensation to school districts for the construction costs of schools sited within the UGA

Note: The Task Force did not specifically consider redevelopment of existing schools on sites in the rural area. Redevelopment issues were not included in the Task Force scope of work. Information emerged late in the Task Force process regarding redevelopment and will be passed on to appropriate officials for consideration at a future date. Redevelopment is addressed in #2 in Box E.

Communicating Task Force Findings to Stakeholders

To help communicate its findings, Task Force members are available to speak with interested parties (school boards, city councils, etc.) to discuss its work, its process, and its recommendations.

SECTION 6: IMPLEMENTING TASK FORCE RECOMMENDATIONS AND NEXT STEPS

Implementation of these recommendations will require additional work by and ongoing coordination between King County, the cities, school districts, and other stakeholders. For this reason, the Task Force has recommended including school districts in regional planning bodies.

Recognizing that the Task Force's recommendations will require school districts to reconsider their real estate portfolios and/or financial plans, one of the first implementation items should be to explore the recommended solutions for specific sites, including:

- Finding alternative sites in the UGA
- Exploring land swaps for undeveloped sites
- Exploring acquisition of undeveloped rural sites for public purposes, including conservation, recreation, or other rural-based uses

The Task Force suggests that this work commence immediately, and defers to the King County Executive on identifying the appropriate forum(s).

Next Steps

The following are the next formal steps in the development of new policies to support the Task Force's recommendations:

1. The King County Executive will review this Task Force Report and propose new Countywide Planning Policies for Growth Management Planning Council (GMPC) consideration
2. The GMPC will review the Executive's proposal, and recommend new Countywide Planning Policies to the King County Council for their consideration
3. The King County Council will review the GMPC's recommendation, adopt new Countywide Planning Policies, and send them to the cities for ratification
4. The King County Council will adopt new Comprehensive Plan policies and development regulations that are consistent with the new Countywide Planning Policies

Appendices (Attached)

- A. Task Force Membership
- B. Framing Work Group Membership
- C. Technical Advisory Committee Membership
- D. Map of 18 Undeveloped School Sites
- E. GMPC Motion 11-2

Appendices (on CD)

- F. Matrix of Technical Information on Undeveloped Sites
- G. Maps of Undeveloped Sites
- H. Demographic Information
- I. Enrollment Projections
- J. Public Health Aspects of School Siting
- K. Technical Advisory Committee Work (13 Tasks)
- L. State School Siting Guidelines
- M. Existing Policy and Regulatory Framework
- N. Excerpt from PSRC Issue Paper on Rural Areas
- O. Land Use Planning Overview
- P. Meeting Summaries
- Q. Operating Protocols
- R. Process Schematic
- S. Task Force Member Interests
- T. Interview Summary
- U. Public Comments

GLOSSARY

Affordable Housing: Housing that is affordable at 30 percent or less of a household's monthly income. This is a general term that may include housing affordable to a wide range of income levels.

Agricultural Production District: A requirement of the Growth Management Act for cities and counties to designate, where appropriate, agricultural lands that are not characterized by urban growth, have soils suitable for agriculture, and that have long-term significance for commercial farming. The King County Comprehensive Plan designates Agricultural Production Districts where the principal land use should be agriculture.

Area Median Income: The annual household income for the Seattle-Bellevue, WA Metro Area as published on approximately an annual basis by the U.S. Department of Housing and Urban Development.

Buildable Lands Program: A requirement of the Growth Management Act for certain counties in western Washington to report on a regular basis the amount of residential and commercial development that has occurred, the densities of that development, and an estimate of each jurisdiction's ability to accommodate its growth target based on the amount of development that existing zoning would allow.

Climate Change: The variation in the earth's global climate over time. It describes changes in the variability or average state of the atmosphere. Climate change may result from natural factors or processes (such as change in ocean circulation) or from human activities that change the atmosphere's composition (such as burning fossil fuels or deforestation.)

Climate Change Adaptation refers to actions taken to adapt to unavoidable impacts as a result of climate change.

Climate Change Mitigation refers to actions taken to reduce the future effects of climate change.

Comprehensive Plan: A plan prepared by a local government following the requirements of the Washington Growth Management Act, containing policies to guide local actions regarding land use, transportation, housing, utilities, capital facilities, and economic development in ways that will accommodate at least the adopted 20-year targets for housing and employment growth.

Environmental Justice: The fair distribution of costs and benefits, based on a consideration for social equity. Environmental justice is concerned with the right of all people to enjoy a safe,

clean, and healthy environment, and with fairness across income, ethnic, and racial groups in the siting and operation of infrastructure, facilities, or other large land uses.

Forest Production District. A requirement of the Growth Management Act for cities and counties to designate, where appropriate, forest lands that are not characterized by urban growth and that have long-term significance for the commercial production of timber. The King County Comprehensive Plan designates Forest Production Districts where the primary use should be commercial forestry.

Growth Management Act: State law (RCW 36.70A) that requires local governments to prepare comprehensive plans (including land use, transportation, housing, capital facilities and utilities) to accommodate 20 years of expected growth. Other provisions of the Growth Management Act require developing and adopting countywide planning policies to guide local comprehensive planning in a coordinated and consistent manner.

Greenhouse Gas: Components of the atmosphere that contribute to global warming, including carbon dioxide, methane, nitrous oxide, and fluorinated gases. Human activities have added to the levels of most of these naturally occurring gases.

Healthy Housing: Housing that protects all residents from exposure to harmful substances and environments, reduces the risk of injury, provides opportunities for safe and convenient daily physical activity, and assures access to healthy food and social connectivity.

High-capacity Transit: Various types of transit systems, such as light rail and bus rapid transit, operating on fixed guideway or dedicated right-of-way designed to carry a large number of riders at higher speeds.

Industry Clusters: Specific economic segments that are the focus of the Regional Economic Strategy. As of June 2011, the identified regional industry clusters included: aerospace, clean technology, information technology, life sciences, logistics and international trade, military, and tourism.

King County Open Space System: A regional system of *county-owned* parks, trails, natural areas, working agricultural and forest resource lands, and flood hazard management lands.

Low-Income Households: Households earning between 31 percent and 50 percent of the Area Median Income for their household size.

Manufacturing/ Industrial Centers: Designated locations within King County cities meeting criteria detailed in policies DP 35-37.

Mixed-Use Development: A building or buildings constructed as a single project which contains more than one use, typically including housing plus retail and/or office uses.

Moderate-Income Households: Households earning between 51 percent and 80 percent of the Area Median Income for their household size.

Potential Annexation Area: A portion of the unincorporated urban area in King County that a city has identified it will annex at some future date. See Appendix 2: Interim Potential Annexation Areas Map.

Purchase of Development Rights: Programs that buy and then extinguish development rights on a property to restrict development and limit uses exclusively for open space or resource-based activities such as farming and forestry. Covenants run with the land in perpetuity so that the property is protected from development regardless of ownership.

Regional Growth Strategy: The strategy defined in VISION 2040 that was developed by the Puget Sound Regional Council to help guide growth in the four-county region that includes King, Kitsap, Pierce and Snohomish counties. VISION 2040 directs most of the region's forecasted growth into designated Urban Areas, and concentrates growth within those areas in designated centers planned for a mix of uses and connection by high-capacity transit

Resource Lands: Designated areas within King County that have long-term significance for agricultural, forestry, or mining. See Appendix 1: Land Use Map.

Rural Area: Designated area outside the Urban Growth Area that is characterized by small-scale farming and forestry and low-density residential development. See Appendix 1: Land Use Map.

Rural Cities: Cities that are surrounded by Rural Area or Resource Lands. Rural Cities are part of the Urban Growth Area.

Stormwater Management: An infrastructure system that collects runoff from storms and redirects it from streets and other surfaces into facilities that store and release it – usually back into natural waterways.

Sustainable Development: Methods of accommodating new population and employment that protect the natural environment while preserving the ability to accommodate future generations.

Transfer of Development Rights: Ability to transfer allowable density, in the form of permitted building lots or structures, from one property (the "sending site") to another (the "receiving site") in conjunction with conservation of all or part of the sending site as open space or working farm or forest.

Transportation 2040: A 30-year action plan for transportation investments in the central Puget Sound region intended to support implementation of VISION 2040.

Transportation Demand Management: Various strategies and policies (e.g. incentives, regulations) designed to reduce or redistribute travel by single-occupancy vehicles in order to make more efficient use of existing facility capacity.

Transportation System: A comprehensive, integrated network of travel modes (e.g. airplanes, automobiles, bicycles, buses, feet, ferries, freighters, trains, trucks) and infrastructure (e.g. sidewalks, trails, streets, arterials, highways, waterways, railways, airports) for the movement of people and goods on a local, regional, national and global scale.

Universal Design: A system of design that helps ensure that buildings and public spaces are accessible to people with or without disabilities.

Urban Centers: Designated locations within King County cities meeting criteria detailed in Development Pattern chapter policies 31-32.

Urban Growth Area: The designated portion of King County that encompasses all of the cities as well as other urban land where the large majority of the county's future residential and employment growth is intend to occur. See Appendix 1: Land Use Map.

Very Low-Income Households: Households earning 30 percent of the Area Median Income or less for their household size.

VISION 2040: The integrated, long-range vision for managing growth and maintaining a healthy region—including the counties of King, Kitsap, Pierce and Snohomish. It contains an environmental framework a numeric Regional Growth Strategy, the Multicounty Policies, and implementation actions and measures to monitor progress.

Water Resource Inventory Area: Major watershed basins in Washington identified for water-related planning purposes.

Workforce Housing: Housing that is affordable to households with one or more workers. Creating workforce housing in a jurisdiction implies consideration of the wide range of income levels that characterize working households, from one person working at minimum wage to two or more workers earning the average county wage or above. There is a particular need for workforce housing that is reasonably close to regional and sub-regional job centers and/or easily accessible by public transportation.



King County

**Metropolitan King County Council
Committee of the Whole**

REVISED STAFF REPORT

Agenda Item:	6	Name:	Kendall Moore
Proposed No.:	2012-0282	Date:	November 26, 2012
Invited:	Paul Reitenbach, GMPC staff coordinator Karen Wolf, Executive's office		

SUBJECT

A proposed ordinance adopting Growth Management Planning Council ("GMPC") recommended revisions to the King County Countywide Planning Policies ("CPPs"), including changes to the Potential Annexation Area ("PAA") map.

COMMITTEE ACTION

On November 26, 2012 the committee voted out Proposed Ordinance 2012-0282 as amended with a "do pass" recommendation.

BACKGROUND

Please see October 29, 2012 staff report.

ANALYSIS

Attached to this staff report as Attachment 4 is a matrix identifying all the changes made to the CPPs that are proposed by the striking amendment.

The only addition to the changes described at the October 29, 2012 committee meeting is the change found at page 33 of the CPPs, which is new text to provide the reader context for jobs housing balance strategy called out in policy H-9 (CPPs, page 33), as well as in the Housing Appendix at page 57.

As reported in the discussion at the October 29, 2012 committee meeting, these changes were reviewed by the interjurisdictional team ("ITJ") members, who are staff to the GMPC. No objections to the changes were received.¹

¹ At the October 26 meeting several members commented that these changes improved the document's clarity and readability.

AMENDMENT

A new Attachment A, incorporating the changes discussed at the October 29, 2012 committee meeting has been prepared. Additionally as also discussed at that committee meeting, a striking amendment has been prepared to make code changes so that listing every GMPC action and ratification by the Council will no longer called out in code. The proposal is to decodify those listing sections in the code rather than repeal, so that history will be preserved. This approach is similar to what is proposed for the Comprehensive Plan code sections that list the history of amendments to the Comprehensive Plan.



KING COUNTY

Signature Report

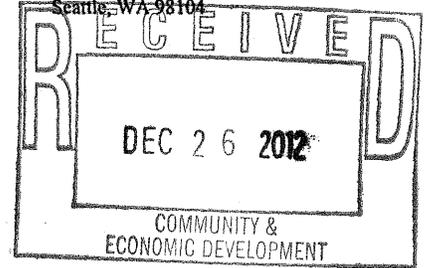
December 3, 2012

Ordinance 17487

1200 King County Courthouse

516 Third Avenue

Seattle, WA 98104



Proposed No. 2012-0436.2

Sponsors Phillips

1 AN ORDINANCE adopting Growth Management Planning
2 Council Motion 12-5 and ratifying Motion 12-5 for
3 unincorporated King County.

4 **STATEMENT OF FACTS:**

5 1. The Countywide Planning Policies ("CPPs") are adopted in accordance
6 with the state Growth Management Act, under 36.70A.210 RCW.

7 2. The Growth Management Planning Council ("GMPC") was formed in
8 1992 to guide the development of the CPPs. The GMPC is a
9 representative body of elected officials from King County, the city of
10 Seattle, the city of Bellevue and the Suburban Cities Association.

11 Representatives of the special districts serve as ex officio members.

12 3. The CPPs establish a framework for guiding development in all King
13 County jurisdictions.

14 4. The CPPs are deemed adopted when ratified by King County and the
15 requisite number of cities and satisfying the required population
16 percentage.

17 5. The GMPC recommends CPP amendments to the King County council
18 for consideration, possible revision and ratification.

19 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

20 **SECTION 1. Findings:**

21 A. On June 6, 2012, the Growth Management Planning Council introduced
22 Motion 12-5 listing the proposed changes to the urban growth area then under
23 consideration by the King County Council and accepted public testimony regarding the
24 proposed changes.

25 B. On September 11, 2012, the Growth Management Planning Council approved
26 Motion 12-5 following additional public testimony regarding the proposed changes to the
27 urban growth area.

28 C. Attachment A to this ordinance incorporates Motion 12-5.

29 **SECTION 2.** The amendments to 2012 King County Planning Policies, as shown

30 in Attachment A to this ordinance, are hereby adopted and ratified on behalf of the
31 population of unincorporated King County.

32

Ordinance 17487 was introduced on 10/29/2012 and passed by the Metropolitan King
County Council on 12/3/2012, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott

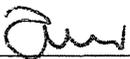
No: 0

Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

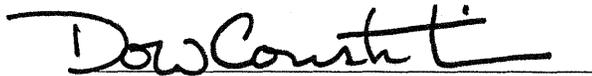

Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 13 day of DECEMBER, 2012.



Dow Constantine, County Executive

Attachments: A. Motion No. 12-5

ATTACHMENT A

9/11/12

Decision: Approved

Sponsored By:

Executive Committee

/pr

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MOTION NO. 12-5

A MOTION to amend the Urban Growth Area of King County. This Motion also modifies the Potential Annexation Area map in the Countywide Planning Policies.

WHEREAS, the Washington State Growth Management Act, RCW 36.70A.110 requires counties to designate an urban growth area or areas within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature; and

WHEREAS, Countywide Planning Policy FW-1 Step 8 recognizes that King County may initiate amendments to the Urban Growth Area; and

WHEREAS, the King County Executive and the Metropolitan King County Council requests the Growth Management Planning Council consider the attached amendments to the Urban Growth Area for eventual adoption by the Metropolitan King County Council and ratification by the cities; and

WHEREAS, Countywide Planning Policies LU-31 and LU-32 anticipate the collaborative designation of Potential Annexation Areas and the eventual annexation of these areas by cities. The attached amendments are supported by the affected city.

BE IT RESOLVED THAT THE GROWTH MANAGEMENT PLANNING COUNCIL OF KING COUNTY HEREBY MOVES AS FOLLOWS:

1. Amend the Urban Growth Area as designated by the Urban Growth Areas Map in the Countywide Planning Policies, the Potential Annexation Area map, as depicted on the following attached maps:

- Attachment 1: Sammamish – Soaring Eagle
- Attachment 2: Snoqualmie – Mining Site
- Attachment 3: Auburn – 148th Ave. SE technical correction
- Attachment 4: Black Diamond – 212th Ave. SE technical correction
- Attachment 5: Redmond – NE Union Hill Road/196th Ave NE technical correction
- Attachment 6: Black Diamond – Lake Sawyer Road SE technical correction
- Attachment 7: Renton – SE Old Petrovitski Road technical correction

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- Attachment 8: Maple Valley – SE 281st Way technical correction
- Attachment 9: Maple Valley – SE 288th St. technical correction
- Attachment 10: Enumclaw – SE 440th St. technical correction
- Attachment 11: North Bend – SE 142nd St. technical correction
- Attachment 12: North Bend – SE 150th ST technical correction
- Attachment 13: Auburn – SE Green Valley Road technical correction
- Attachment 14: Duvall – SR 203/NE 140th St. technical correction
- Attachment 15: Maple Valley split parcel

- 2. Amend the Interim Potential Annexation Area Map by including any additional unincorporated urban land created by these UGA amendments in the Potential Annexation Area of the adjoining city, and deleting any land changed from urban to rural from the respective PAA.
- 3. These amendments are recommended to the King County Council and the Cities of King County for adoption and ratification.

ADOPTED by the Growth Management Planning Council of King County in open session on September 11, 2012 and signed by the chair of the GMPC.

Dow Constantine, Chair, Growth Management Planning Council

Soaring Eagle Recommended Land Use Map



King County
Department of Development and
Environmental Services

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Date: January 26, 2012
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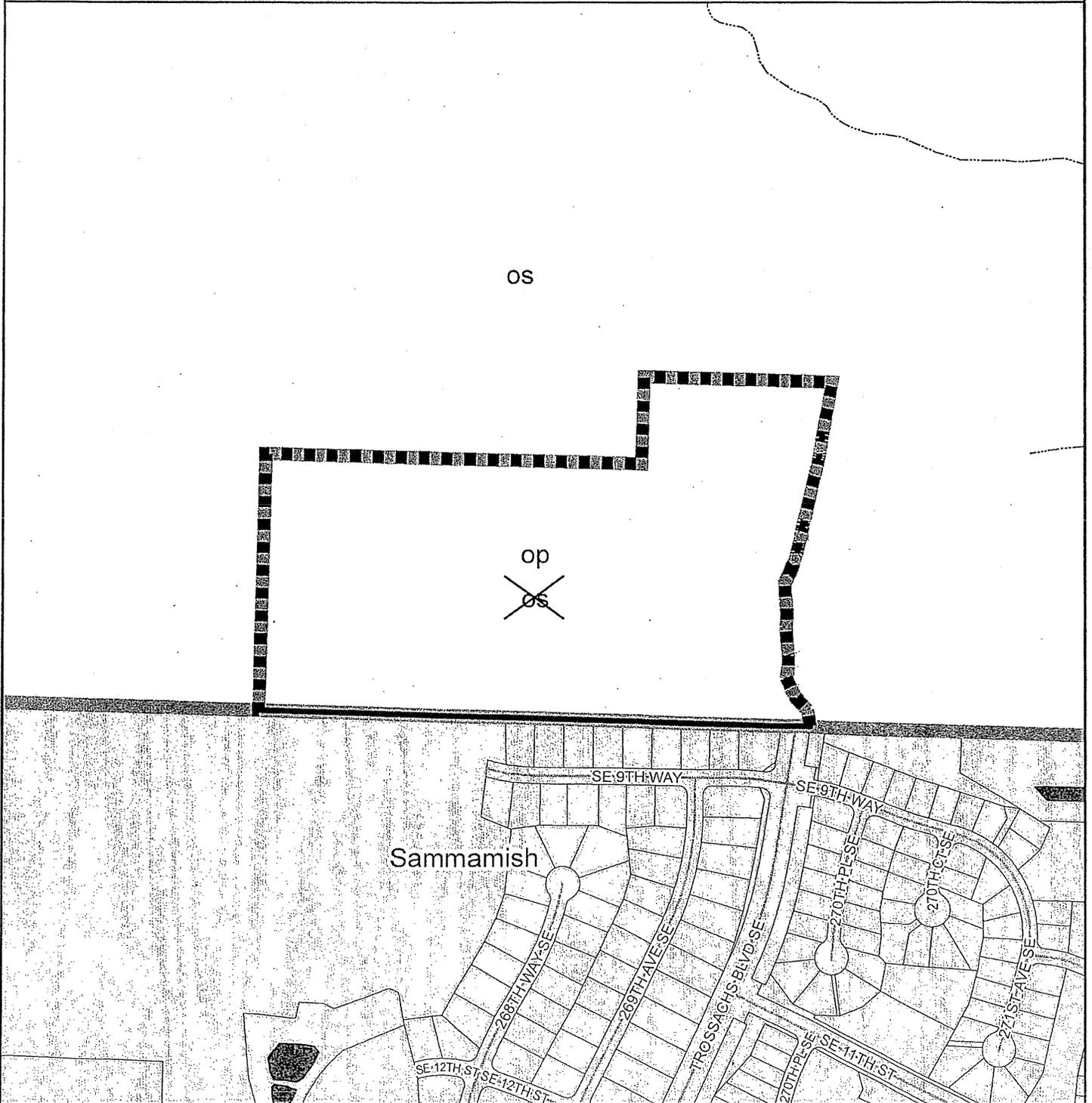
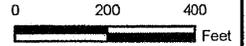
OS KC Open Space System
Op Other Parks/Wilderness

 Incorporated Areas

 Urban Growth Boundary

 Study Area

 Proposed Urban
Growth Boundary



17487

Snoqualmie - Mining

Recommended Land Use Map



King County
Department of Development and
Environmental Services

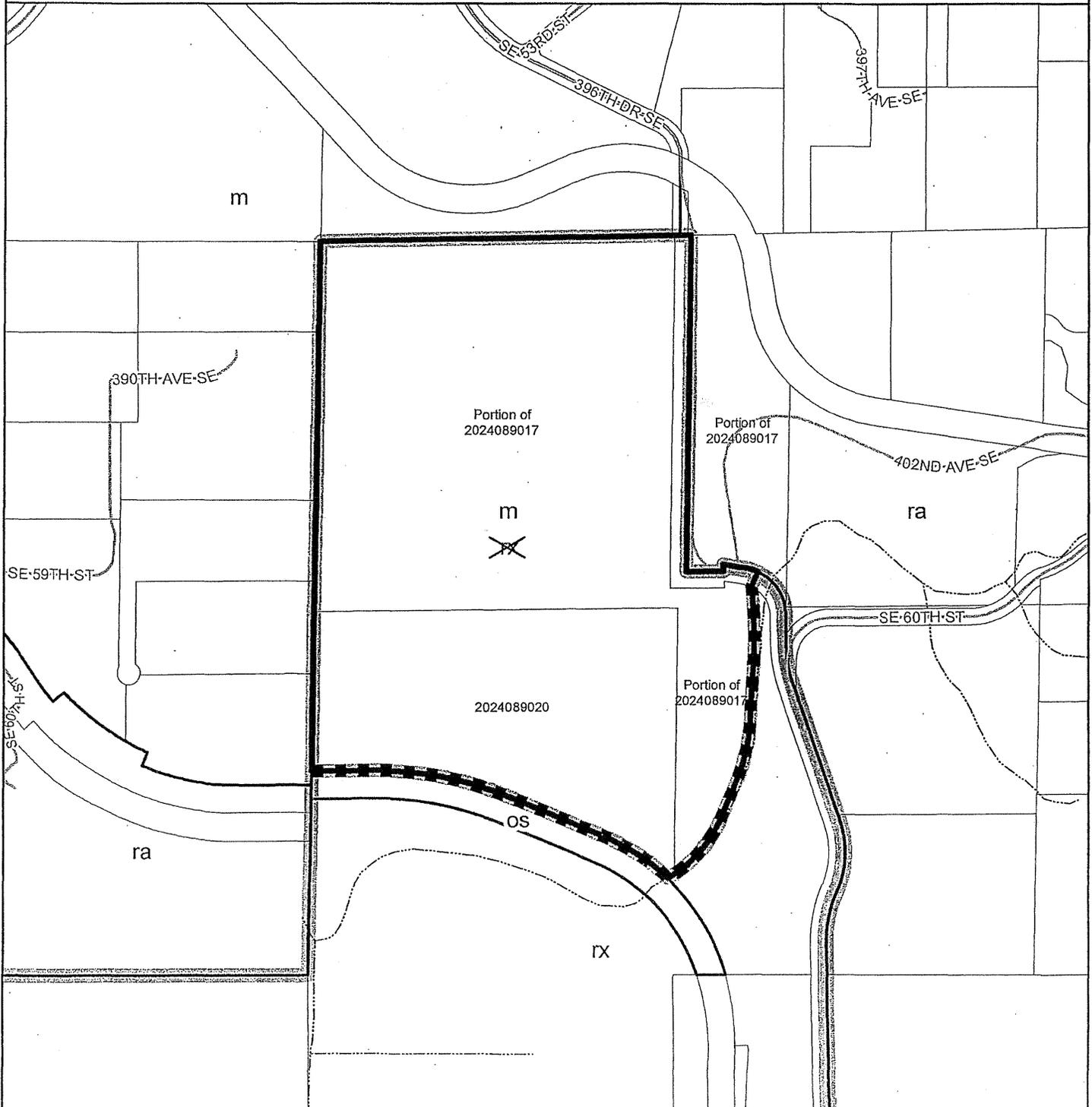
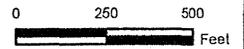
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Date: August 11, 2012

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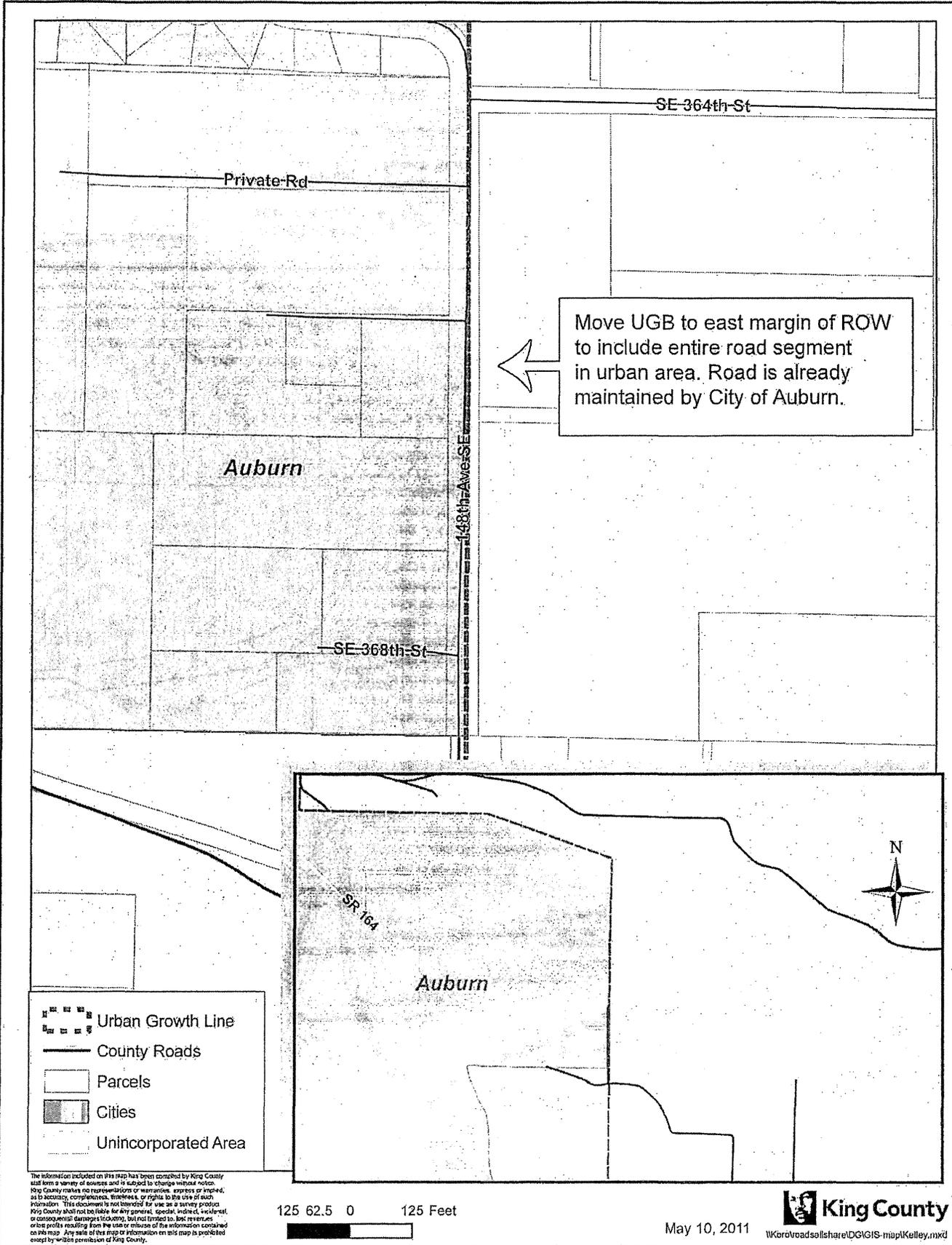
- rx Rural Cities Urban Growth Area
- ra Rural Area
- m Mining
- OS King County Open Space System

- Incorporated Areas
- Urban Growth Boundary
- Change
- Proposed Urban Growth Boundary



17487

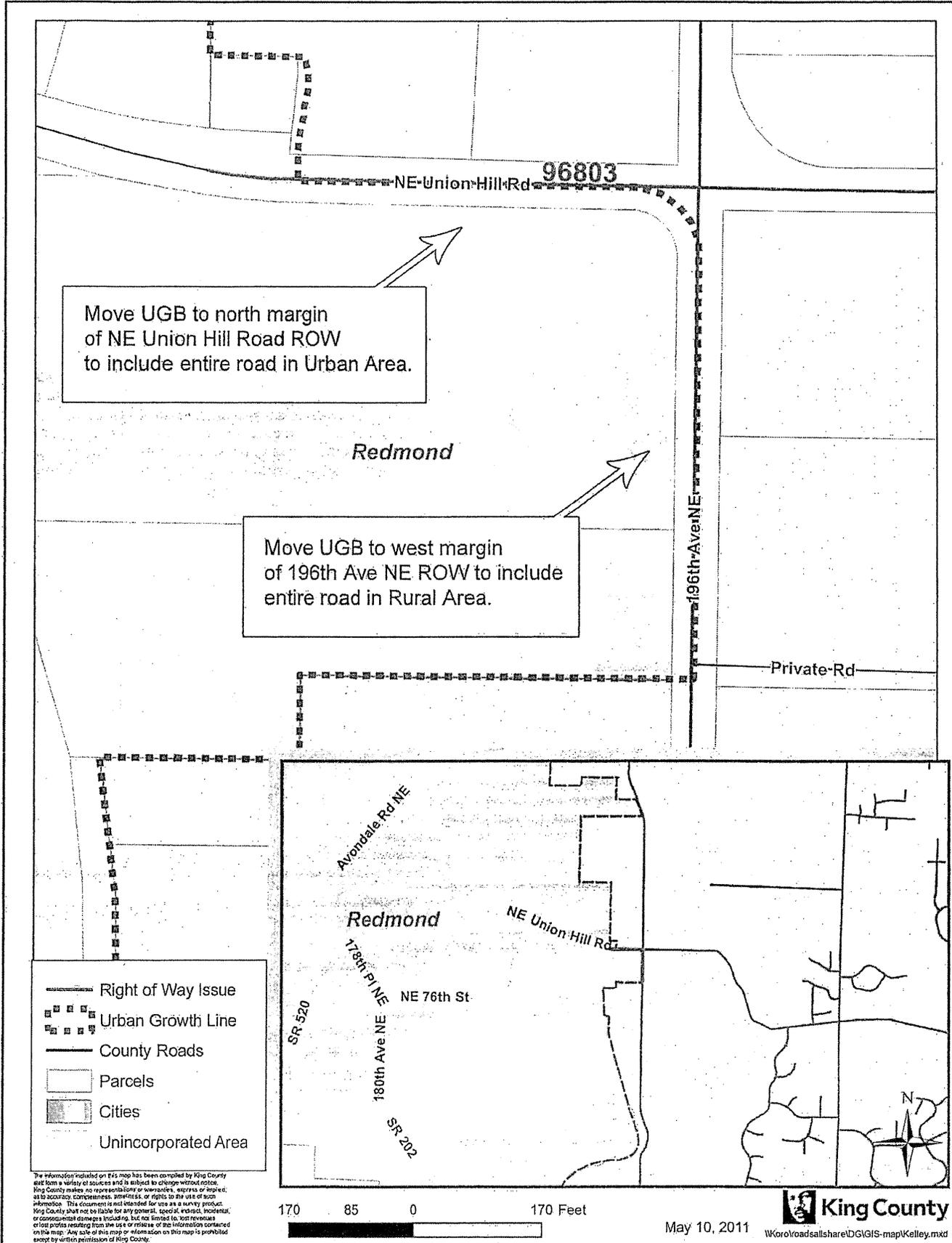
Urban Growth Boundary Right of Way Issues - 148th Avenue SE



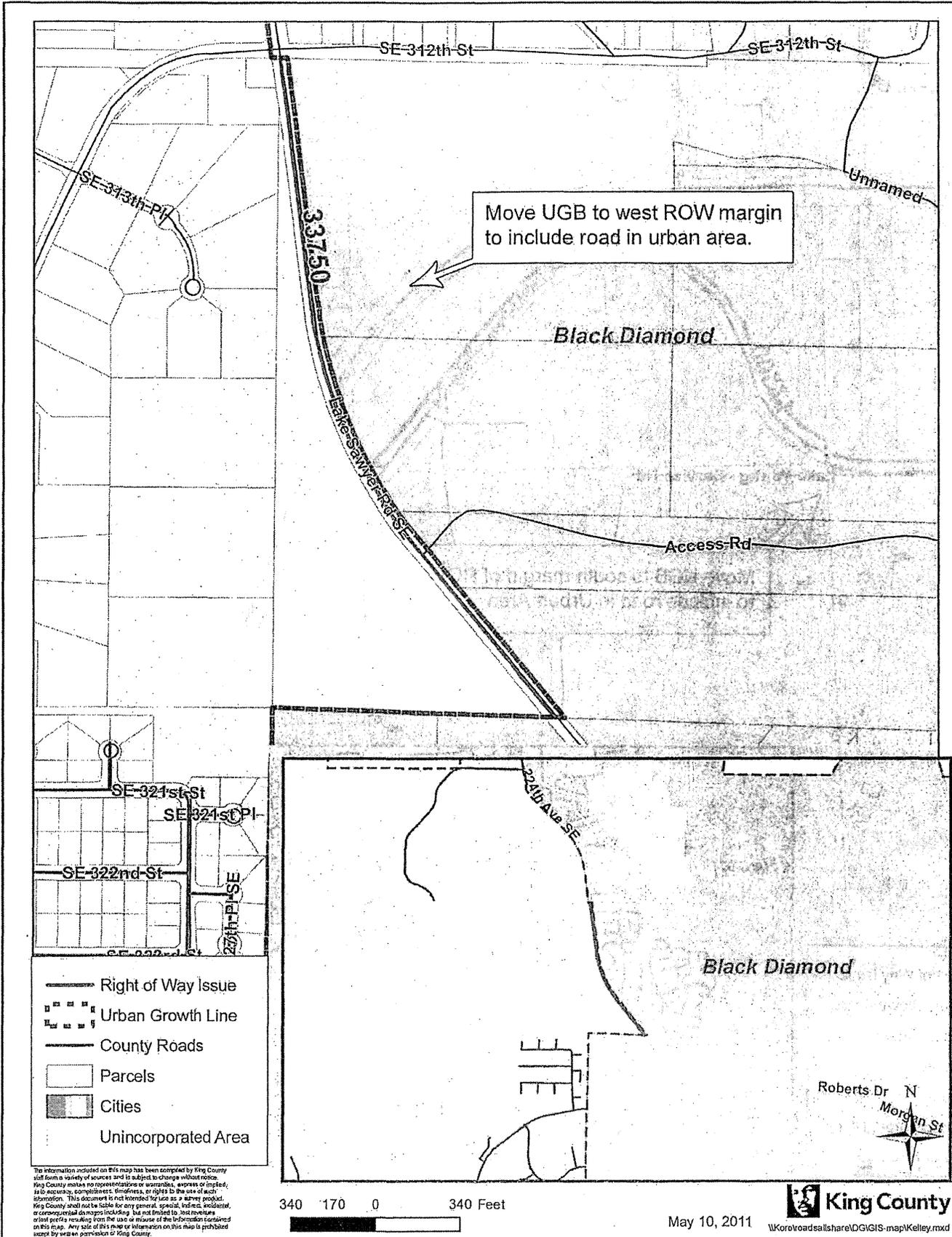
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17487

Urban Growth Boundary Right of Way Issues - NE Union Hill Road

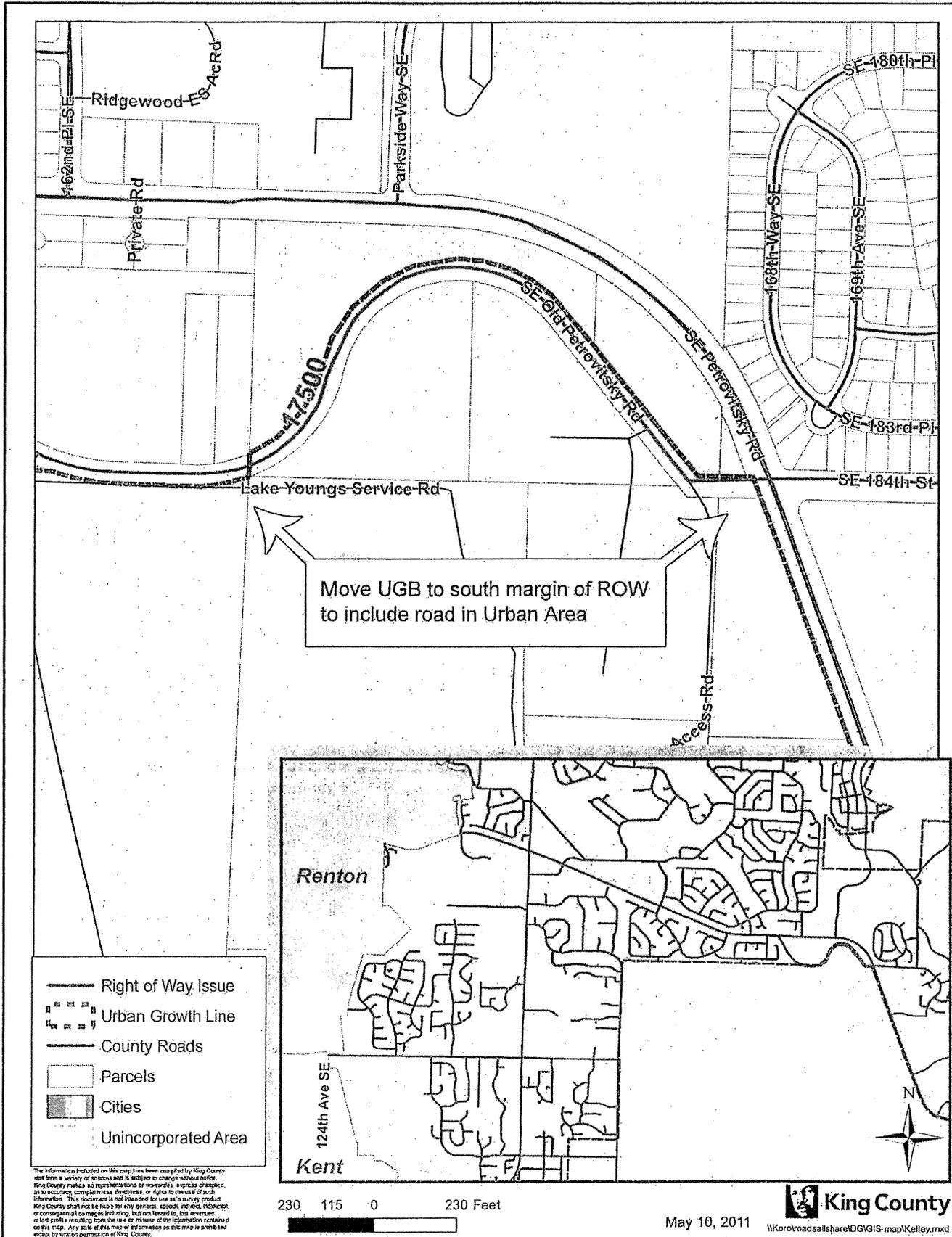


Urban Growth Boundary Right of Way Issues - Lake Sawyer Rd SE



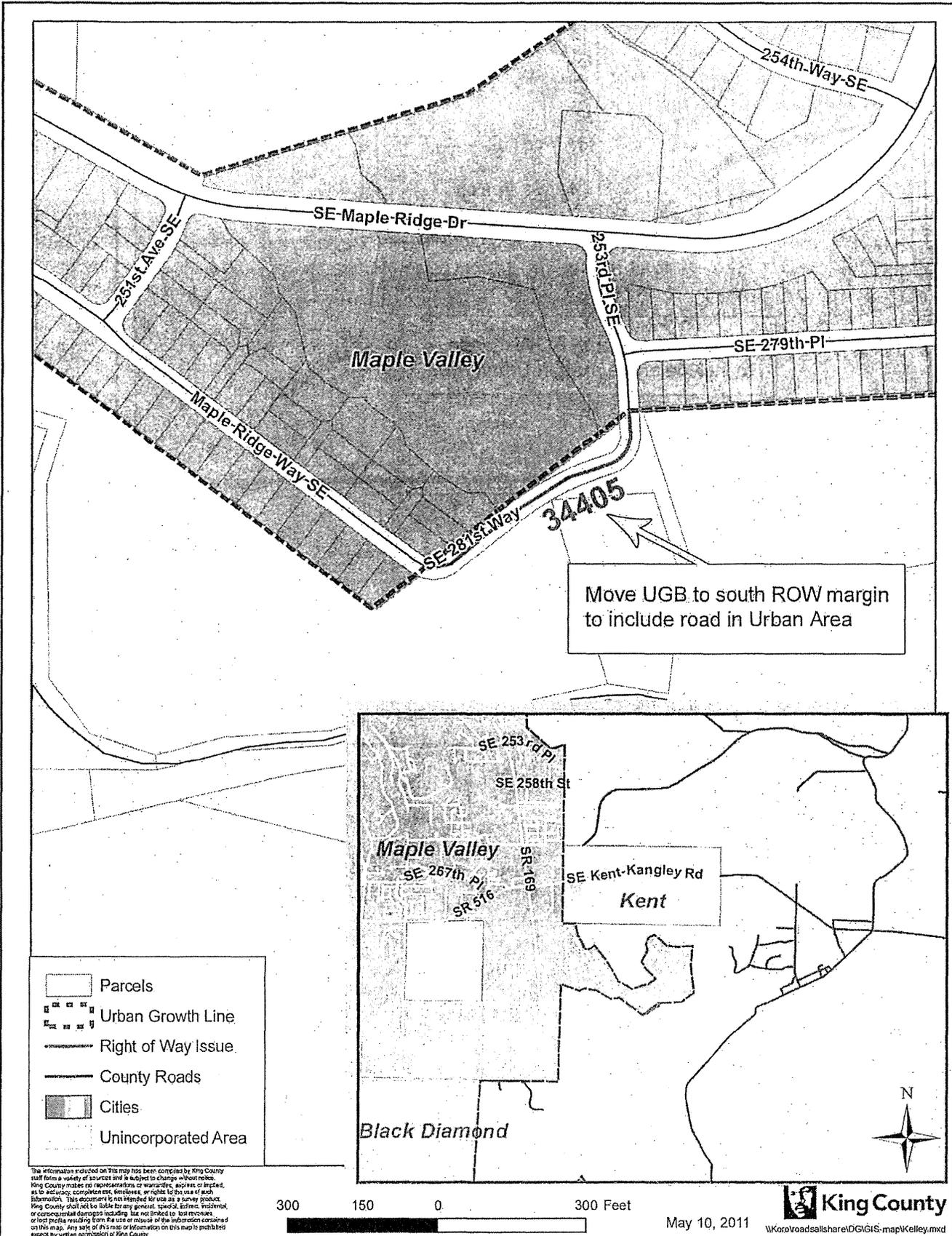
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Urban Growth Boundary Right of Way Issues - SE Old Petrovitsky Road

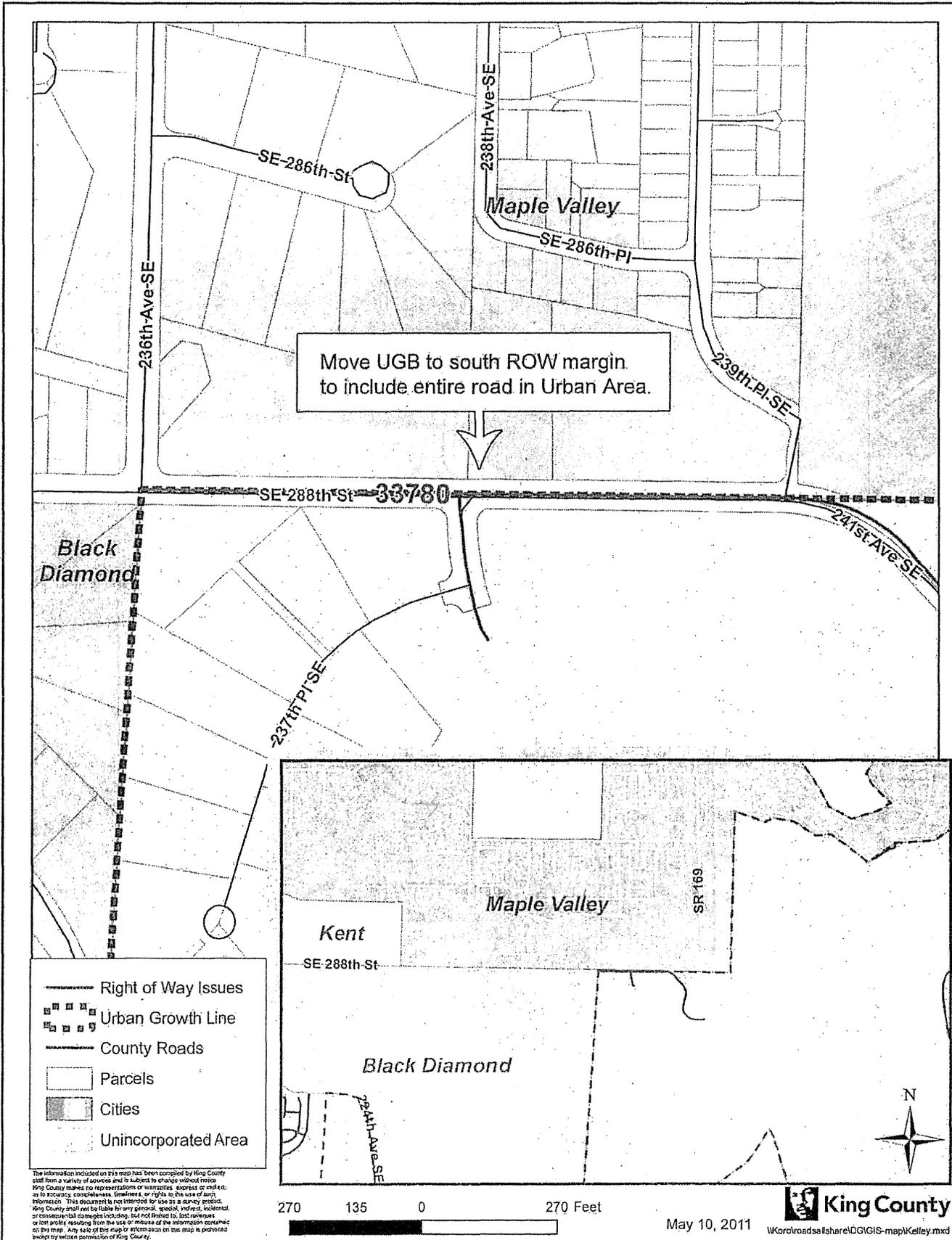


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Urban Growth Boundary Right of Way Issues - SE 281st Way



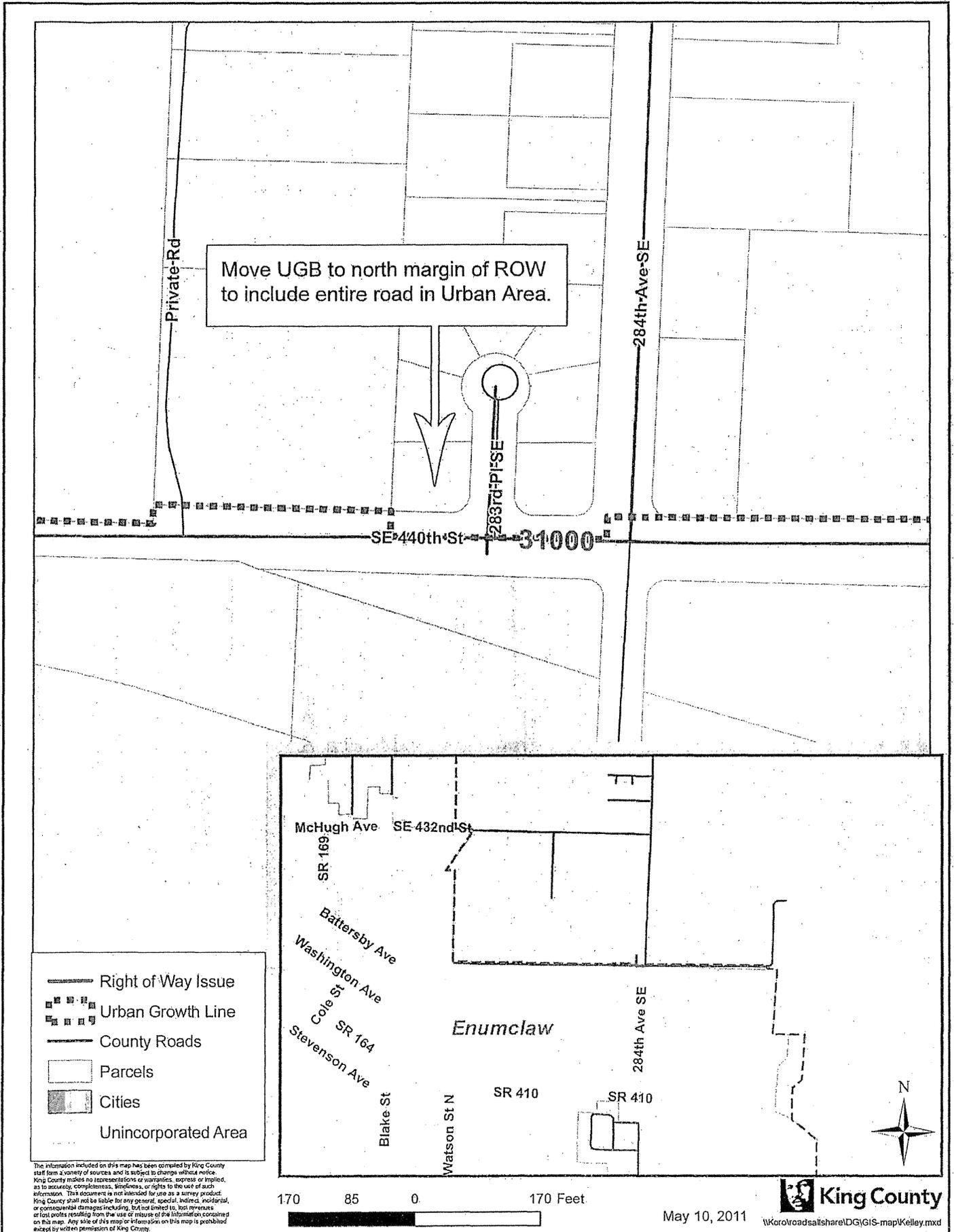
Urban Growth Boundary Right of Way Issues - SE 288th Street



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270 135 0 270 Feet

Urban Growth Boundary Right of Way Issues - SE 440th Street



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Proposed Revision to UGBL

For Informational Use Only

SE 142nd Street
Section 15, Township 23,
Range 8 E

-  City of North Bend
-  North Bend Potential Annexation Area
-  KC Maintained
-  Current UGBL
-  Proposed UGBL



King County

250 125 0 250 500 Feet

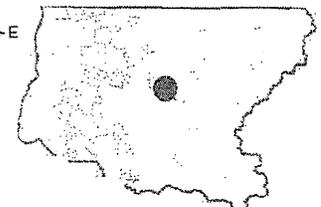


June 21, 2011

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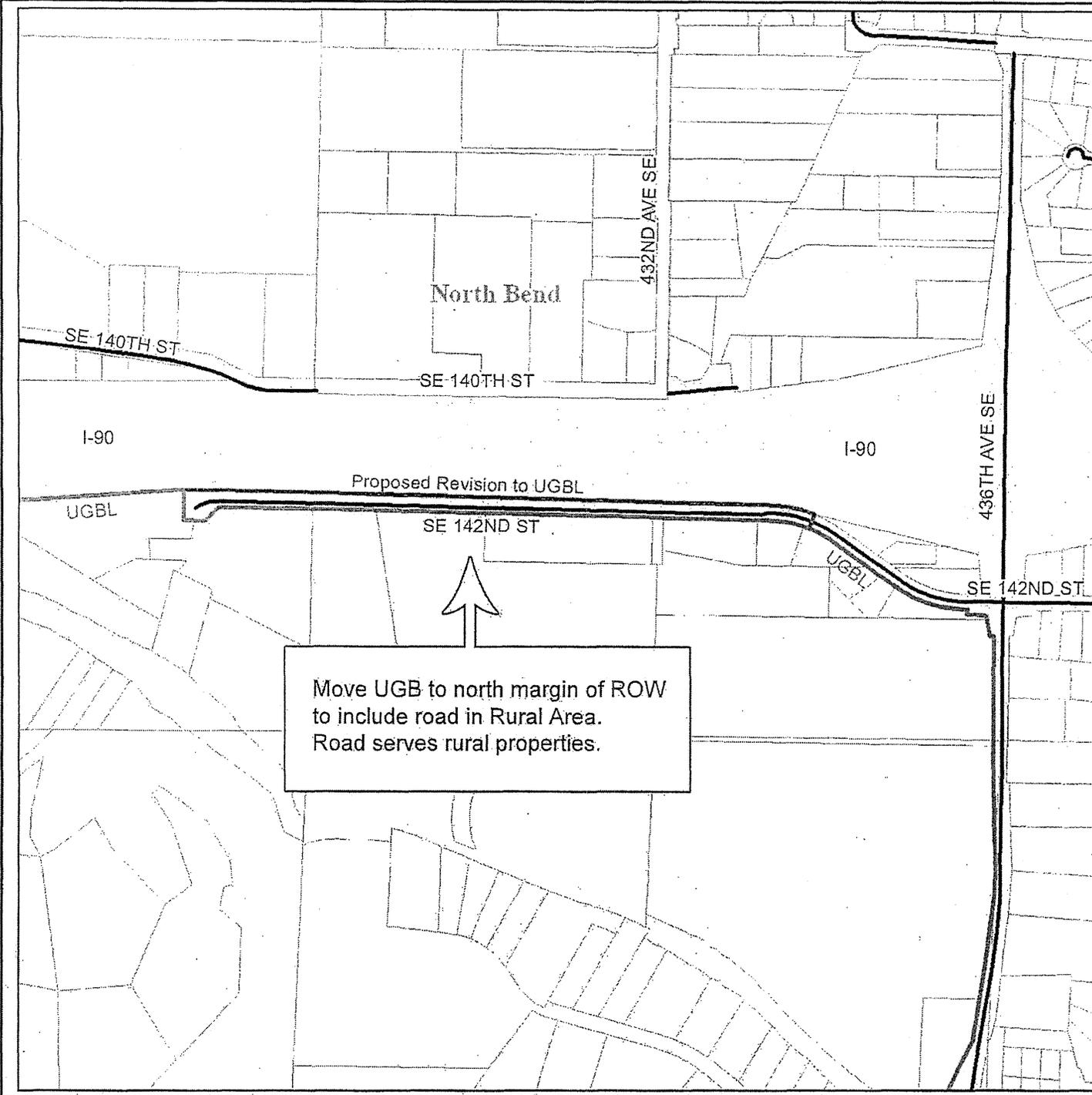
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G:\Inquiries\North Bend Area - UGBL Eoils\SE 142nd St.jpg

Move UGB to north margin of ROW
to include road in Rural Area.
Road serves rural properties.



Proposed Revision to UGBL

For Informational Use Only

SE 150th Street
Section 24, Township 23,
Range 8 E

 City of North Bend

-  KC Maintained
-  Current UGBL
-  Proposed UGBL



King County

250125 0 250 500 Feet

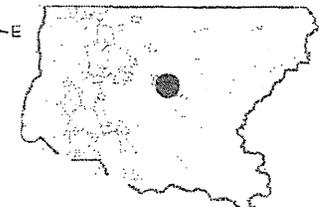


June 21, 2011

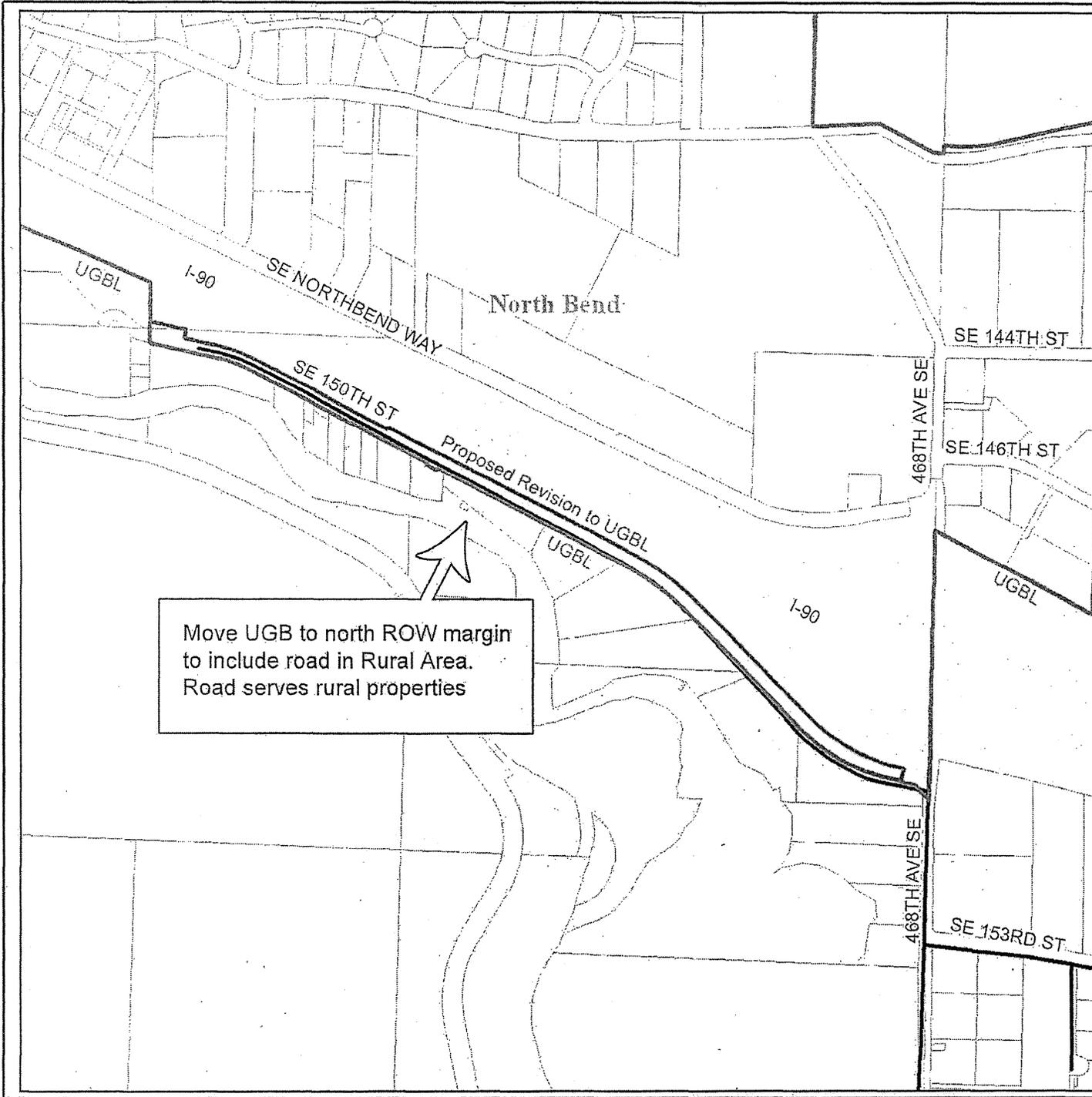
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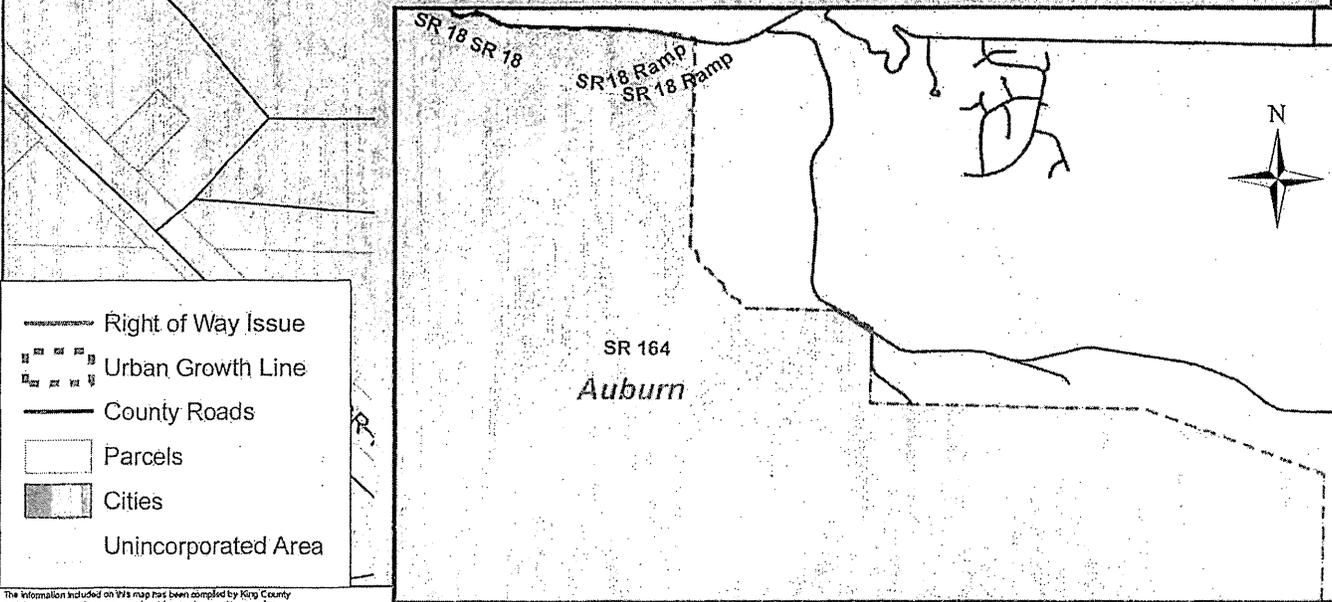
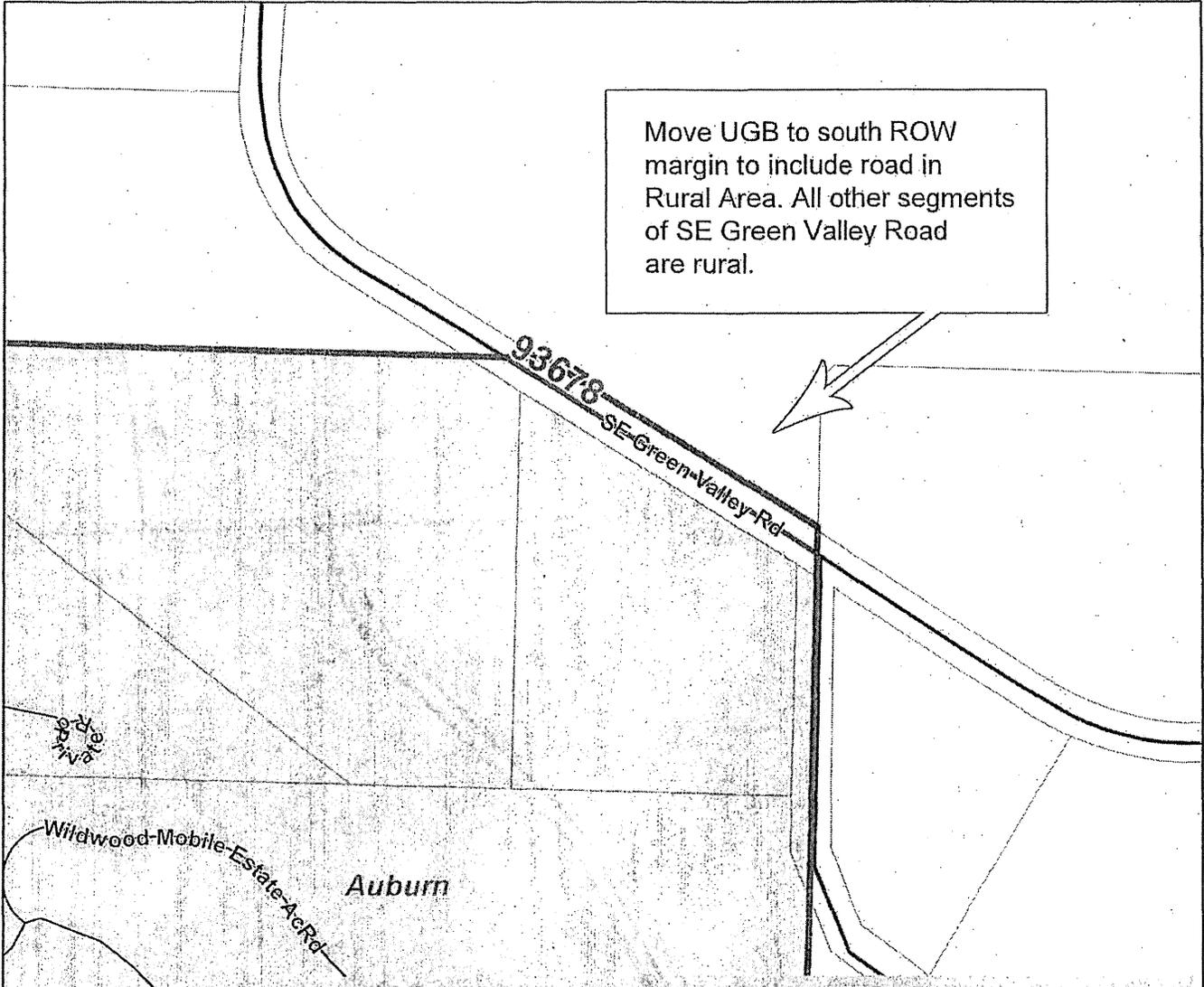
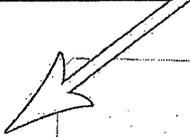
G:\Inquiries\North Bend Area - UGBL Edas\SE 150th 01.jpg



Move UGB to north ROW margin
to include road in Rural Area.
Road serves rural properties

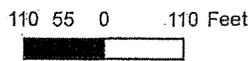
Urban Growth Boundary Right of Way Issues - SE Green Valley Road

Move UGB to south ROW margin to include road in Rural Area. All other segments of SE Green Valley Road are rural.



- Right of Way Issue
- Urban Growth Line
- County Roads
- Parcels
- Cities
- Unincorporated Area

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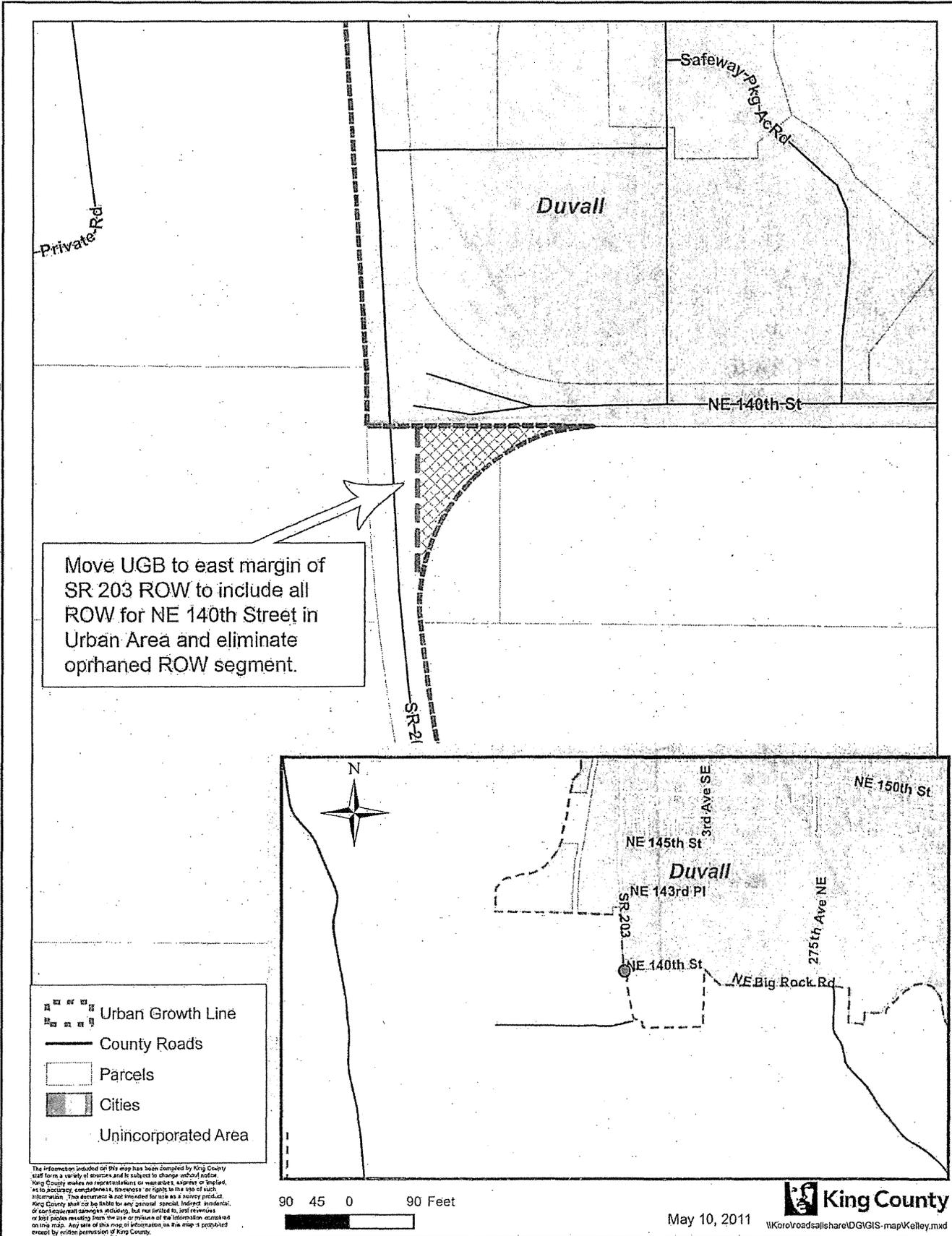


May 10, 2011

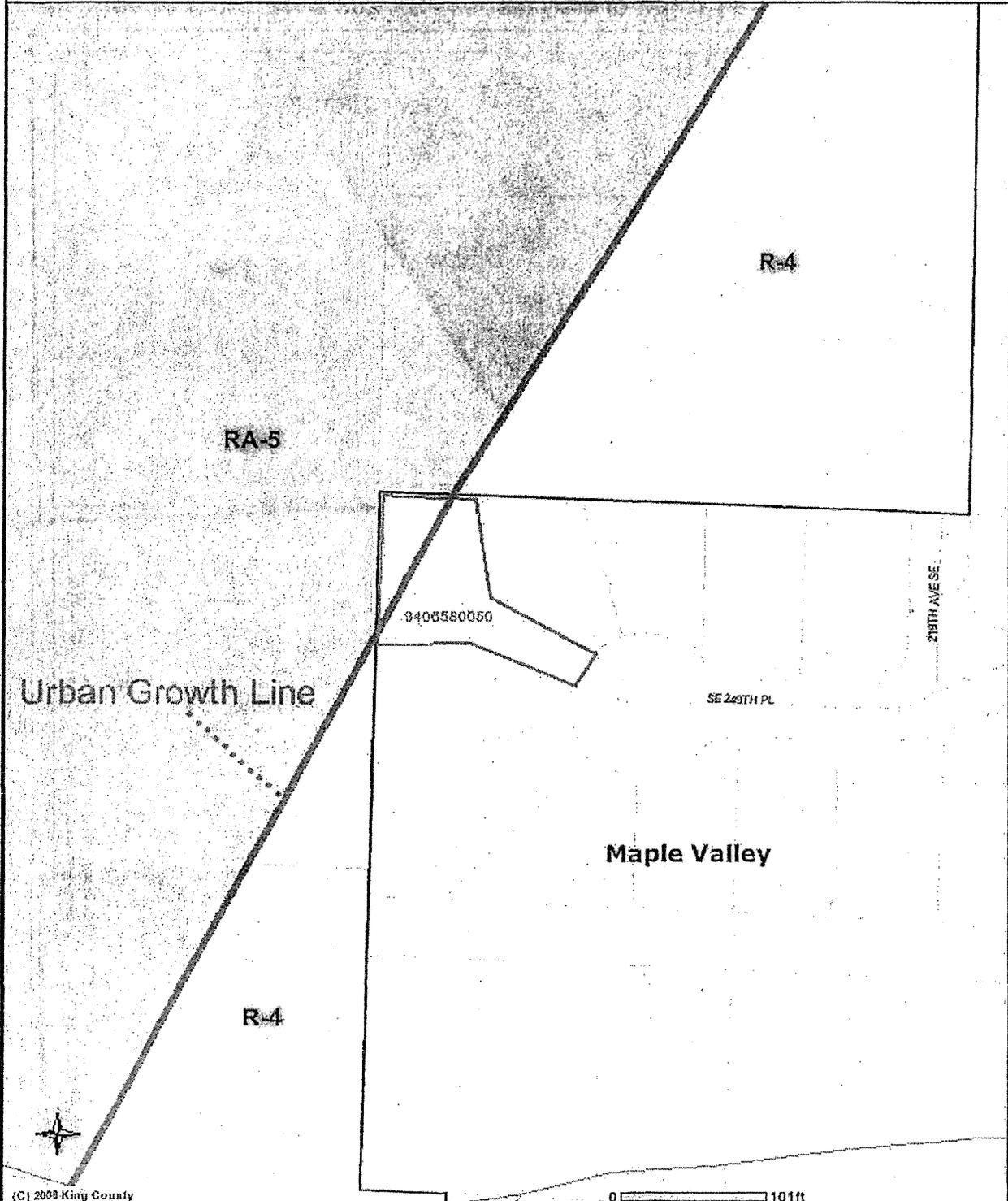


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Urban Growth Boundary Right of Way Issues - SR 203 & NE 140th Street



Maple Valley UGA Revision



(C) 2008 King County

0 101ft

COMMENTS: Parcel 9406580050 is totally within the City of Maple Valley. However, the UGA line does not conform to the City's jurisdictional boundary.

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 8/24/2012 Source: King County IMAP - Property Information (<http://www.metrokc.gov/GIS/IMAP>)



RESOLUTION NO. 13-003

A RESOLUTION of the City Council of the City of SeaTac, Washington amending Sections 4, 5, 6, and 8 of the Council Administrative Procedures.

WHEREAS, RCW 35A.12.120 requires that the Council shall determine its own rules and order of business and may also establish rules for the conduct of meetings and the maintenance of order; and

WHEREAS, in conformance with these statutes, the Council has previously adopted administrative policies and procedures; and

WHEREAS, the City Council finds it appropriate to amend the City Council Administrative Procedures in accordance with this Resolution;

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

Section 1. Section 4 of the City Council Administrative Procedures is hereby amended to read as follows:

Section 4. Meetings

- (A) **Meetings declared open and public.** All meetings of the City Council and its Committees shall be open to the public and all persons shall be permitted to attend any meeting of these bodies.
- (B) **Study Sessions.** The City Council shall hold Study Sessions on the second and fourth Tuesday of each month at 4:00 p.m. except if at any time any Study Session falls on a holiday, the Council shall meet on the next business day at the same hour. The City Council shall meet at SeaTac City Hall, unless otherwise publicly announced. Meetings may be canceled by majority vote of the Council and public notice given by posting such notice at City Hall. Notwithstanding the above, there shall be no City Council Meeting on the fourth Tuesday during the months of August and December for summer and winter recess.
- (C) **Regular Meetings.** The City Council shall meet regularly on the second and fourth Tuesday of each month at ~~6:00~~30 p.m. except if at any time any Regular Meeting falls on a holiday, the Council shall meet on the next business day at the same hour. The City Council shall meet at SeaTac City Hall, unless otherwise publicly announced. Meetings may be canceled by majority vote of the Council and public notice given by posting such

notice at City Hall. Notwithstanding the above, there shall be no City Council Meeting on the fourth Tuesday during the months of August and December for summer and winter recess.

- (D) **Special Meetings.** Special Meetings may be called by the Mayor or ~~three~~ four Councilmembers by written notice delivered to each member of the Council and City Clerk at least 24 hours before the time specified for the proposed meeting. Legal and public notice requirements must be met by posting the appropriate notice of the Special Meeting at City Hall. See RCW 42.30.080.
- (E) **Adjournments.** Any Regular, adjourned Regular, Special or adjourned Special Meeting may be adjourned in the manner as set forth in RCW 42.30.090.
- (F) **Continuances.** Any Hearing being held or ordered to be held by the City Council may be continued in the manner set forth by RCW 42.30.100.
- (G) **Executive Sessions.** The City Council may hold an Executive Session during any City Council meeting ~~a Regular or Special Meeting~~ to consider certain matters as set forth in RCW 42.30.110, or as otherwise permitted by law.
- (H) **Quorum.** At all Meetings of the City Council, four members shall constitute a quorum for the transaction of business.
- (I) **Seating.** Members of the City Council will be seated at the Council table according to position number of Councilmembers, except that, at the Mayor's discretion, the Mayor may be seated at the center seat and the Deputy Mayor may be seated directly to the left of the Mayor.
- (J) **Minutes.** Minutes of all meetings of the Council will be included in the Regular Meeting Consent Agenda for consideration and approval. Regular Council Meetings shall be recorded and such recordings shall be maintained and kept for future reference, in accordance with the applicable records retention schedule.

Section 2. Section 5 of the City Council Administrative Procedures is hereby amended to read as follows:

Section 5. Format for Agendas for Council Meetings

- (A) The City Manager and the City Clerk will prepare a proposed agenda for all meetings of Council, which shall be approved by the Mayor or designee. After the proposed agenda has been approved, the City Clerk shall prepare the final Council packet, which shall be distributed.
- (B) The City Council shall hold Study Sessions in order to address City business in advance of Regular Council Meetings.
 - (1) ~~The City Manager shall provide a~~ Appropriate Staff, appropriate members of City Commissions or Advisory Committees, or appropriate subject matter experts ~~to~~ may provide presentations and be available to answer any questions posed by the City

Council.

~~(2) Items addressed at a Study Session will be handled in one of the following ways: will be referred to the next Study Session agenda unless:~~

~~_____ (i) unanimous consent by the Councilmembers present to place the item on a future Council Meeting Consent Agenda;~~

~~(+ii) a majority of Councilmembers present place the items addressed:~~

~~• On a future Council Agenda as a item on the Consent Agenda;~~

• On a future Council Agenda as an Action Item;

• On a future Study Session Agenda; or

(2iii) a majority of the membership of the City Council determine that the item should no longer be discussed at a Study Session or Regular Council Meeting.

(3) Ordinarily, items may not be referred to the Regular Council Meeting on the same day as the Study Session in which the item was discussed, unless the Mayor or a majority of the Councilmembers present agree that there are extraordinary or urgent circumstances or that it is in the best interest of the City.

(4) At the beginning of a Council Study Session, the City Council shall hear Public Comments.

(i) Public Comments shall be limited to a total of ten minutes and individual comments shall be limited to three 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.

(ii) The Mayor or designee shall be responsible for the allocation of the appropriate time limitations, and any Councilmember may raise a point of order regarding comments that are disrespectful in tone or content, or are otherwise inappropriate.

(iii) Public Comments during a Study Session will be limited to Agenda items on the current Study Session.

(C) The format of the Regular City Council Meeting agenda shall substantially be as follows:

(1) Call to Order.

(2) Roll Call.

(3) Pledge of Allegiance.

(4) Public Comments.

- (a) Individual comments shall be limited to three minutes in duration.
- (b) Group comments shall be limited to ten minutes. To constitute a group, there must be four or more members, including the speaker, at the meeting. Members of the group shall sign in as a group and identify the group's spokesperson. Individuals identified as a part of the group will not be allowed to speak individually.
- (c) The Mayor or designee shall be responsible for the allocation of the appropriate time limitations, and any Councilmember may raise a point of order regarding comments that are disrespectful in tone or content, or are otherwise inappropriate.

(5) Presentations, including introduction of new employees, awards, and Certificates of Appointment, Appreciation, or Recognition.

(6) Consent Agenda.

- (a) Contains items placed on the Consent Agenda by the Mayor or Council including but not limited to:
 - Approval of vouchers.
 - ~~Approval of \$5,000 - \$35,000 purchase requests.~~
 - Approval of donations and grant requests to be received by the City.
 - Pre-a-Approval or final approval of City Council Councilmember and City Manager travel related expenses ~~and related reimbursement requests or City issued mastercard expenses.~~
 - Approval of minutes.
 - Enactment of Ordinances, Resolutions, and Motions when placed on the Consent Agenda at a Council Study Session or previous Council Meeting.
 - Final Acceptance of Public Works projects valued at under \$50,000 in total cost.
 - Notwithstanding the above, any item may be removed from the Consent Agenda for consideration under unfinished business if so requested by any Councilmember.
- (b) A motion at this time will be in order.
- (c) ~~Public Comments regarding Consent Agenda.~~

- ~~Individual comments regarding the Consent Agenda shall be limited to one minute in duration and group comments shall be limited to two minutes. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.~~

(~~dc~~) The Council will vote upon the Consent Agenda.

(7) Public Hearings.

(a) At Public Hearings required by City, State, or Federal law or as Council may direct, where a general audience is in attendance to present input or arguments for or against a public issue:

- The City Manager or designee shall present the issue to the Council and respond to questions.
- Members of the public may speak for no longer than five minutes. No member of the public may speak for a second time until every person who wishes to speak has had an opportunity.
- Councilmembers may ask questions of the speaker and the speaker may respond, but may not engage in further debate. ~~The public comments will then be closed but Councilmanic discussion may ensue if the Council so desires. In the alternative, the Public Hearing may be continued by majority vote, or the Council may recess to deliberate and determine findings of fact, if appropriate, and to reach a final decision which may be announced immediately following such deliberations or at a subsequent date.~~
- The public comments will then be closed but Councilmanic discussion may ensue if the Council so desires. In the alternative, the Public Hearing may be continued by majority vote, or the Council may recess to deliberate and determine findings of fact, if appropriate, and to reach a final decision which may be announced immediately following such deliberations or at a subsequent date.

(b) The following procedure shall apply to quasi-judicial Public Hearings:

- The Hearings Examiner, City Manager, or designee will present a summary of the subject matter and any findings and will respond to Council questions.
- The proponent spokesperson shall speak first and be allowed twenty minutes and Council may ask questions.
- The opponent spokesperson shall be allowed 20 minutes for presentation and Council may ask questions.

- Each side shall then be allowed five minutes for rebuttal.
- After each proponent and opponent has used his/her speaking time, Council may ask further questions of the speakers, who may respond.
- The Mayor may exercise a change in the procedures, but said decision may be overruled by a majority vote of the City Council.

(8) Action Items (as related to a Public Hearing).

(9) Public Comments related to Action Items and Unfinished Business

(a) Individual comments shall be limited to one minute in duration and group comments shall be limited to two minutes. The Mayor or designee shall be responsible for the allocation of the appropriate time limitations.

(910) Action Items. This section of the agenda shall include Ordinances, Resolutions, and Motions. The following procedures shall apply to each item listed on the agenda under this section:

- (a) The Mayor or designee may read the item by title only, or if requested by any Councilmember, the document may be read in its entirety.
- (b) The City Manager or designee may give a presentation to provide clarification or to discuss changes in an agenda item from what was discussed at a Study Session. Appropriate Staff, appropriate members of City Commissions or Advisory Committees, or appropriate subject matter experts should be available to answer any questions posed by the City Council.
- (c) A motion at this time will be in order.
- (d) The Council may then discuss the item. The City Manager or designee will be available to answer any questions by the Council.
- (e) The Council will vote upon the item under consideration.

(4011) Unfinished Business. This section shall include items removed from the Consent Agenda at the same meeting. The procedures that apply during this section shall be the same as those under Section 910, Action Items.

~~(4112) New Business (not related to a Public Hearing).~~ ~~This section of the agenda shall include Ordinances, Resolutions, and Motions not previously discussed at a Study Session or Regular or Special Council Meeting.~~ The procedures that apply during this section shall be the same as those under Section 910, Action Items. If the City Council votes on any item under this Section, public comment shall be allowed, with individual comments limited to ~~two~~ one minutes in duration and group comments limited to ~~five~~ two minutes in duration.

(~~12~~13) City Manager Comments. Reports on special interest items from the City Manager.

(~~13~~14) Council Comments.

(~~14~~15) Executive Session, if scheduled or called. However, an Executive Session may be scheduled or called at any time if deemed by the Mayor or by action of the Council to be appropriate at some point in time other than at the end of the meeting. The procedure for conduct of an Executive Session is set forth at Section 12 of these Administrative Procedures.

(~~15~~16) Adjournment. A Motion to Adjourn.

(D) The format of any Special Meeting shall be as follows:

Special Meetings are meetings in which the date and/or time are set outside of a regular schedule. Only the designated agenda item(s) shall be considered. The format will follow that of a Regular Meeting, as appropriate. Applicable provisions of Section 7 shall govern conduct of Special Meetings.

Section 3. Section 6 of the City Council Administrative Procedures is hereby amended to read as follows:

Section 6. Miscellaneous Agenda Procedures

(A) The City Council desires to provide adequate time for administration and staff analysis, fact finding and preparation.

(1) Except in extraordinary or unusual circumstances, all items that are not routine in nature shall, when presented, include a completed Council agenda bill. The author of the agenda bill shall be responsible for attachments.

(B) In event of extraordinary or unusual circumstances, items may be placed directly on the agenda of a Regular Meeting when the items are approved by the Mayor or two Councilmembers by motion and second, when:

(1) The items are routine in nature such as approval of vouchers, proclamations, acknowledgment or receipt of petitions or documents or discussion of claims for damages, or

(2) An emergency condition exists that represents a personnel hazard, risk of immediate financial loss, or threat to public health, welfare, safety, or property or institutions. In such instances, a summary should clearly define why the special procedure is necessary, or

(3) In the event the sponsor, other than a Councilmember, of any item to come before the City Council feels it both appropriate and beneficial to the City, he/she may request that such item be considered and, with approval of two Councilmembers, by motion and second, the Council shall decide on the appropriateness of that

item being placed on the agenda.

- (C) The Mayor or City Manager may affix an approximate time limit for each agenda item at the time of approval of the agenda.
- (D) All proposed Ordinances, Resolutions, and Motions shall be reviewed by the City Attorney and bear his/her certification that they are in correct form prior to its final passage. All accompanying documents shall be available before Ordinances, Resolutions, and Motions can be passed.
- (E) Ordinances and Resolutions of the City Council shall be signed by the Mayor, City Attorney and City Clerk.
- (F) A joint Resolution of the City Council and the Mayor may be proposed when:
 - (1) The subject of the Resolution is of broad City concern, and the subject contains Council policy and administrative procedure; or
 - (2) The subject of the Resolution is of ceremonial or honorary nature.

* Joint Resolutions will be subject to the voting rules and will be signed by the Mayor, City Attorney and City Clerk. The Council may provide for all Councilmembers signing the joint Resolution enacted.
- (G) Councilmembers will inform the City Manager or City Clerk if they are unable to attend any Council Meeting. ~~If the Council elects to accept, the minutes will show the Councilmember as having an excused absence.~~ The City Clerk will announce any absences during roll call at a Regular Council Meeting. If there is no objection from the Council, the absence will be deemed excused and noted accordingly in the minutes.

Section 4. Section 8 of the City Council Administrative Procedures is hereby amended to read as follows:

Section 8. Parliamentary Procedures and Motions

- (A) Questions of parliamentary procedure not covered by this Chapter shall be governed by Robert's Rules of Order, Newly Revised (latest edition).
 - (1) If a motion does not receive a second, it dies. Motions that do not need a second include: Nominations, withdrawal of motion by the person making the motion, agenda order, request for a roll call vote, and point of order or privilege.
 - (2) A motion that receives a tie vote is deemed to have failed.
 - (3) When making motions, be clear and concise and not include arguments for the motion within the motion.
 - (4) After a motion and second, the Mayor will indicate the names of the Councilmembers making the motion and second.

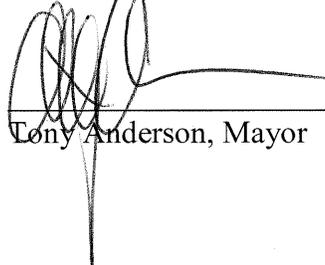
- (5) After a motion has been made and seconded, the Councilmembers may discuss their opinions on the issue prior to the vote.
- (6) If any Councilmember wishes to abstain from a vote on the motion, pursuant to the provisions of Section 9 hereof, that Councilmember shall so advise the City Council, and shall remove and absent himself/herself from the deliberations and considerations of the motion, and shall have no further participation in the matter. Such advice shall be given prior to any discussion or participation on the subject matter or as soon thereafter as the Councilmember perceives a need to abstain, provided that, prior to the time that a Councilmember gives advice of an intent to abstain from an issue, the Councilmember shall confer with the City Attorney to determine if the basis for the Councilmember's intended abstention conforms to the requirements of Section 9. If the intended abstention can be anticipated in advance, the conference with the City Attorney should occur prior to the meeting at which the subject matter would be coming before the City Council. If that cannot be done, the Councilmember should advise the City Council that he/she has an "abstention question" that he/she would want to review with the City Attorney, in which case, a brief recess would be afforded the Councilmember for that purpose.
- (7) A motion may be withdrawn by the maker of the motion at any time without the consent of the Council.
- (8) A motion to table is not debatable and shall preclude all amendments or debates of the issue under consideration. A motion to table is to be used in instances where circumstances or situations arise which necessitate the interruption of the Councilmembers' consideration of the matter before them. A motion to table, if passed, shall cause the subject matter to be tabled until the interrupting circumstances or situations have been resolved, or until a time certain, if specified in the motion to table. To remove an item from the table in advance of the time certain requires a two-thirds majority vote.
- (9) A motion to postpone to a certain time is debatable, amendable and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting, or to a time certain at a future Regular or Special Council Meeting.
- (10) A motion to postpone indefinitely is debatable, not amendable, and may be reconsidered at the same meeting only if it received an affirmative vote.
- (11) A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds' vote; debate is reopened if the motion fails.
- (12) A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out, striking out and inserting, or substituting.
- (13) Motions that cannot be amended include: Motion to adjourn, agenda order, lay on

the table, roll call vote, point of order, reconsideration and take from the table. A motion to amend an amendment is not in order.

- (14) Amendments are voted on first, then the main motion as amended (if the amendment received an affirmative vote).
 - (15) Debate of the motion only occurs after the motion has been moved and seconded.
 - (16) The Mayor or City Clerk should repeat the motion prior to voting.
- (B) The City Clerk will take a roll call vote, if requested by the Mayor, a Councilmember, or as required by law.
- (C) When a question has been decided, any Councilmember who voted in the majority may move for a reconsideration, but no motion for reconsideration of a vote shall be made until the next Regular Council Meeting.
- (D) The City Attorney shall decide all questions of interpretations of these rules and other questions of a parliamentary nature which may arise at a Council Meeting. All cases not provided for in these rules shall be governed by Robert's Rules of Order, Newly Revised.

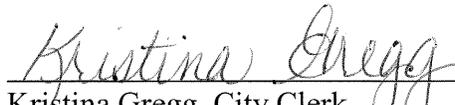
PASSED this 9th day of April, 2013 and signed in authentication thereof on this 9th day of April, 2013.

CITY OF SEATAAC



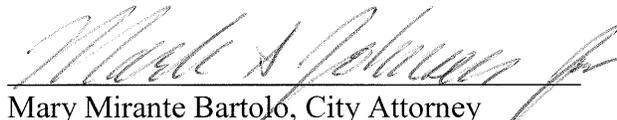
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Amend City Council Administrative Procedures March 2013]

RESOLUTION NO. 13-004

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

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

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

WHEREAS, notice was published pursuant to SMC 16A.13.010, and the Council held a public hearing on March 26, 2013; and

WHEREAS, the Council finds that the attachment Amendment is appropriate;

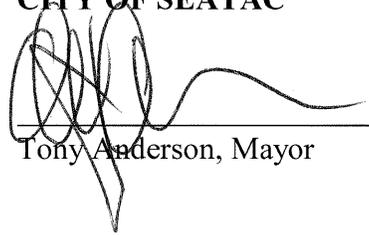
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,

WASHINGTON HEREBY RESOLVES as follows:

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

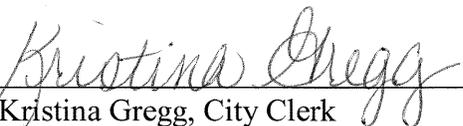
PASSED this 9th day of April, 2013 and signed in authentication thereof on this 9th day of April, 2013.

CITY OF SEATAC



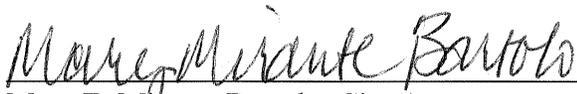
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Sound Transit Development Agreement Amendment #1]

**FIRST AMENDMENT TO
THE SOUTH LINK DEVELOPMENT AND TRANSIT WAY AGREEMENT
BETWEEN THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
AND THE CITY OF SEATAC**

THIS First Amendment is made by and between the City of SeaTac, a municipal corporation (“SeaTac” or “City”), and Central Puget Sound Regional Transit Authority organized under RCW 81.112 (hereinafter referred to as “Sound Transit”), to the Development and Transit Way Agreement executed between the parties on July 20, 2012.

RECITALS

WHEREAS, the City and Sound Transit entered into the Development and Transit Way Agreement for Sound Transit Central Link Light Rail South Link Project on July 20, 2012 (the “2012 Agreement”);

WHEREAS, the 2012 Agreement contemplated that the City could identify alternative mitigation measures to address Project impacts and that Sound Transit would contribute funding toward the alternative mitigation measures;

WHEREAS, pursuant to the 2012 Agreement, the City identified the City’s “Connecting 28th/24th Avenue South Project (ST-131)” as the alternative mitigation measure (the “Alternative Mitigation Measure”) and the parties entered into a Term Sheet on October 30, 2012 whereby the parties agreed that Sound Transit will contribute \$3,400,000 toward this Alternative Mitigation Measure upon successful completion of the milestones and other terms as provided in the 2012 Agreement and this First Amendment;

WHEREAS, the parties desire to enter into this First Amendment to revise the list of Project mitigation measures identified in the 2012 Agreement and provide for incorporation of certain applicable federal provisions into the 2012 Agreement and future agreements;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Sound Transit do hereby agree to amend the 2012 Agreement as described below.

1.0 Purpose of this First Amendment.

The purpose of this First Amendment is to amend the 2012 Agreement regarding Sound Transit’s responsibility for traffic and alternative mitigation measures with the City as a result of Sound Transit’s commitment to contribute funding to alternative mitigation measures described in the 2012 Agreement. In addition, this Amendment addresses issues pertaining to the culvert under South 200th Street when developing pedestrian/bicycle pathways along South 200th Street, and provides that Sound Transit will be responsible for construction of certain sidewalks along South 204th Street.

2.0 Section 6.2 of the 2012 Agreement is amended as follows:

6.2 South 200th Street Station Improvements by Sound Transit

A. As part of the construction of the Project, Sound Transit will fund, design, and construct the South 200th Street Station Area Transportation Improvements limited to those listed below and shown in Exhibit F-1, attached and incorporated herein, PROVIDED THAT, the City may release Sound Transit from the obligation to fund, design, and construct certain of these improvements if Sound Transit funds the Alternative Mitigation Measure pursuant to this Agreement:

- (a) Frontage improvements on South 200th Street from International Blvd. to 26th Avenue South, including paved vehicular lanes, bike lanes, curb, gutter, sidewalk, storm drainage, illumination, and landscaping. Additional rights-of-way necessary to construct these improvements will be acquired by Sound Transit and dedicated to the City.
- (b) A new, dedicated right-turn lane for eastbound traffic on South 200th Street turning to travel southbound on International Boulevard. Additional rights-of-way necessary to construct these improvements will be acquired by Sound Transit and dedicated to the City. However, this mitigation measure is not required if Sound Transit contributes funding towards the Alternative Mitigation Measure referred to in Section 6.4.
- (c) A new traffic signal on South 200th Street located between International Boulevard and 26th Avenue S. to facilitate access/egress for the proposed parking garage at the South 200th Street Station, and improve station area traffic network performance.
- (d) Frontage improvements on 28th Avenue South between South 200th Street and the intersection of 28th and 26th Avenues South. Improvements will include paved vehicular lanes, curb, gutter and sidewalk, storm drainage, and illumination. Additional rights-of-way necessary to construct these improvements will be acquired by Sound Transit and dedicated to the City.
- (e) Frontage improvements on 28th Avenue South between South 200th Street and the south end of the Station platform. Permanent improvements will be constructed to match the future permanent roadway section defined by the City for 28th Avenue South between the south end of the Station platform and the intersection of 28th Avenue South and S. 204th Street. Improvements will include paved vehicular lanes, curb, gutter and sidewalk, storm drainage, and illumination. Additional rights-of-way necessary to construct these improvements will be acquired by Sound Transit and dedicated to the City.
- (f) Rebuilding of 28th Avenue South from the south end of the Station platform to South 204th Street, including reconstruction of the South 204th Street and 28th Avenue South intersection, to either:

- i) “Urban Access” standards if Sound Transit does not make the Alternative Mitigation Payment described in Section 6.4, or
- ii) “Local Access” standards if Sound Transit makes the Alternative Mitigation Payment described in Section 6.4

in accordance with the September 7, 2012 concept design plans, “South Corridor 30% Submittal: Roadway Improvements: 28th Avenue S./International Boulevard/S. 200th Street” including access for pedestrians along the rebuilt roadway connecting the S. 204th Street pedestrian crossing of International Boulevard with sidewalk/plaza abutting the Station’s eastern-most edge. Because facilities in the area in which this improvement will be located are planned to be demolished when the Light Rail Transit System extension to the Kent/Des Moines area is constructed, the improvement will be designed to a 10-year life-cycle and no permanent drainage improvements will be required to be part of its construction. The need for and definition of permanent improvements in this area will be addressed at such time that Sound Transit submits a new application for future extensions of the Light Rail Transit System.

- (g) Pedestrian/Bicycle pathways will be constructed within existing right-of-way limits along S. 200th Street to connect the western extent of improvements between International Blvd and 26th Avenue S with the trailhead of the Des Moines Creek Trail. Pedestrian crossing signs and warning devices will be installed at the trailhead’s driveway on S. 200th Street. In developing the pedestrian/bicycle pathways along S. 200th Street, the parties agree that the culvert carrying Des Moines Creek under S. 200th Street shall not be altered in any way that would increase coverage or shading of the Creek’s waters or impinge permanently upon the Creek’s buffer zone in such a way as would trigger the City’s, or other authority having jurisdiction, mitigation requirements during the permitting process. As a result the parties agree that at a minimum, an eight foot (8’) wide shared path on one side of South 200th Street will be provided across Des Moines Creek.
- (h) Improvements to I-5/Military/S. 200th intersection as negotiated between Sound Transit and WSDOT and approved by the City.
- (i) Lengthening the existing left- turn pocket for northbound traffic on International Boulevard turning to travel westbound on South 204th Street. The additional turn pocket length will be taken from the existing median such that no additional right of way will need to be acquired by Sound Transit. However, this mitigation measure is not required if Sound Transit contributes funding towards the Alternative Mitigation Measure referred to in Section 6.4.

- (j) South 204th Street: sidewalk infill on the south side of the street to provide continuous pedestrian connection between the western driveway of the Brookstone Apartments and International Boulevard.

3.0 Section 6.3 of the 2012 Agreement is amended as follows:

6.3 South 200th Street Station Area Improvements by the City

In connection with the construction of the Project, and no later than May 31, 2013, Sound Transit shall contribute to the City a total lump sum amount of \$445,000 (“2030 Mitigation Payment”) to provide partial funding for the City to design and construct the South 200th Street Station Area Improvements depicted in Exhibit F-1. These improvements are intended to mitigate impacts to station area traffic. This contribution by Sound Transit will satisfy Sound Transit’s funding toward the following category of improvements:

- (a) Mitigations required in 2030: Sound Transit’s traffic studies indicate that growth in area background traffic will trigger the need for additional mitigating improvements by 2030. The City will be responsible for implementing mitigation measures required after the Project opens for revenue service, and Sound Transit shall contribute funding toward the total cost of such mitigation measures in proportion to the effect of light rail transit patrons’ driving to/from the Station upon area network performance, as depicted in Exhibit F-1. The 2030 Mitigation Payment is the true and full present value of Sound Transit’s contribution to the future cost of these capital improvements and shall fulfill all of its obligations to the City relating to the future traffic impacts of the Project described in this subsection.

Section 6.3 (a) defines Sound Transit’s financial responsibility for traffic mitigation measures required in 2030. The Alternative Mitigation Measure described in Section 6.4 will eliminate the need for many of the mitigation measures required in 2030, as identified in the Agreement. The amount of Sound Transit’s payment defined in 6.3 (a) will remain unchanged and the City will be solely responsible to determine the appropriate application of these funds, whether to the Alternative Mitigation Measure or to other, future mitigation measures.

4.0 Section 6.4 of the 2012 Agreement is amended as follows:

6.4 Alternative Mitigation Measure

The City has identified an Alternative Mitigation Measure that will perform as well as, or better than, those identified above. Sound Transit will contribute to the City Three Million Four Hundred Thousand Dollars (\$3,400,000), which has been determined to be the full value of a mutually agreed upon portion of the funds, for

implementing the mitigation measures listed above in Sections 6.2(b), 6.2(i), and the difference in cost between Urban Access standards and Local Access standards identified in Section 6.2 (f), to the agreed-upon Alternative Mitigation Measure (the “Alternative Mitigation Payment”), PROVIDED THAT, the City shall be responsible for all design, environmental review, federal, state, and local permitting, and all other soft costs associated with the Alternative Mitigation Measure and for any construction costs that exceed the Alternative Mitigation Payment.

This alternative mitigation process depends upon timely implementation by the City for it to succeed. Time is of the essence with respect to the City’s deadlines below. Any failure by the City (other than schedule delays resulting from events of force majeure as described in Section 27.9) to meet the schedule set forth below shall render the alternative mitigation process terminable by Sound Transit at its election. Any election by Sound Transit to excuse one or more schedule failures by the City shall in no way limit its ability to terminate the alternative mitigation process in the event of subsequent failures. Termination by Sound Transit of the alternative mitigation process shall not release Sound Transit from its other obligations described in this Agreement. The identified Alternative Mitigation Measure must comply with the following implementation schedule milestones, unless otherwise agreed in writing by the Parties:

- (a) The City must be able to demonstrate secured funding for final design by June 15, 2013;
- (b) The City must have completed any required environmental review and executed a contract for final design by October 15, 2013;
- (c) The City must be able to demonstrate secured funding for construction by August 15, 2014; and
- (d) The City must award a construction contract, or demonstrate award of a construction contract by a partner agency or municipality, by April 15, 2015 with contract duration no greater than twenty-four (24) months.

If this alternative mitigation process is not terminated by Sound Transit, the Alternative Mitigation Payment will be made in the form of reimbursements for payments made by the City under the construction contract for the Alternative Mitigation Measure. The process to reimburse the City is set forth in Section 8.1 of this Agreement. Upon payment by Sound Transit pursuant to this Section of the Alternative Mitigation Payment, Sound Transit may request and the City shall provide a written release, executed by the City Manager, releasing Sound Transit from its mitigation obligations identified in Sections 6.2 (b) and 6.2(i) above, and the obligation to construct the mitigation identified in Section 6.2 (f) to “Urban Access” standards.

At Sound Transit's election, Sound Transit may deposit the entire Alternative Mitigation Payment into an escrow or other similar third party account that is acceptable to the City, and the City shall receive reimbursement described in the preceding paragraph through such an account. Upon depositing the Alternative Mitigation Payment into the escrow or other third party account, Sound Transit may request and the City shall provide the written release described in the preceding paragraph. Sound Transit shall pay any escrow fees associated with such account, and any interest accrued shall be the property of Sound Transit.

If the City terminates construction of the Alternative Mitigation Measure after Sound Transit has contributed some but not all of the Alternative Mitigation Payment, the Parties will work together to determine how the remaining unspent portion of the Alternative Mitigation Payment will be allocated to the projects described in Sections 6.2(b), 6.2(f), and 6.2 (i).

For purposes of this Agreement, the City's "Connecting 28th/24th Avenue South Project", (ST-131), is the Alternative Mitigation Measure.

5.0 Sections 8.1 and 8.2 of the 2012 Agreement are amended as follows:

8.1 Reimbursement Procedures

- (a) Unless expressly stated otherwise, the procedures and requirements of this subsection shall apply to all subjects of reimbursement under subsection 8.2.
 - (i) The City shall invoice Sound Transit on a quarterly basis based on actual expenditures of staff time in excess of that typically covered by building permit and other administrative permit fees. The City shall provide Sound Transit with sufficient documentation to show that the direct costs invoiced to Sound Transit under this Agreement are for goods and services that would not have been covered by the amount of permit fees paid by Sound Transit or its contractors. Invoices shall bear a purchase order number (currently #136203) and be addressed to Sound Transit, Accounts Payable, 401 S. Jackson Street, Seattle, WA 98104. Within thirty (30) calendar days after Sound Transit's receipt of any complete and accurate City invoice, Sound Transit shall remit the reimbursement for the amount of valid expenditures.
 - (ii) The City is committed to work efficiently and will closely monitor the time required to complete work products consistent with the scope of work for the Project. As part of the quarterly invoicing, the City shall prepare and submit detailed monthly progress reports to Sound Transit. These monthly reports shall document tasks completed, changes in the scope of work assumed and upcoming challenges and projections of the next month's activities. These monthly reports shall be submitted within sixty (60) calendar days after the end of the month for which progress is being reported. The City and Sound Transit will provide active, ongoing

oversight to ensure that Sound Transit funds are expended efficiently, in a manner that adds value to the Project.

(iii) The City's Designated Representative, or other designated City official, shall coordinate requests for reimbursements by all City departments and offices.

(b) Unless expressly stated otherwise, the procedures and requirements of this subsection shall apply to all subjects of reimbursement under subsection 6.4.

(i) The City shall invoice Sound Transit on a monthly or quarterly (at the City's discretion) basis for reimbursement of payments made under the construction contract for the Alternative Mitigation Measure. The City shall provide Sound Transit (and escrow agent, if applicable) with a contractor pay estimate covering the period invoiced and documentation of electronic fund transfer payment to show that the costs invoiced to Sound Transit are for eligible construction costs. Invoices shall bear a purchase order number (currently #137518) and be addressed to Sound Transit, Accounts Payable, 401 S. Jackson Street, Seattle, WA 98104. Within thirty (30) calendar days after Sound Transit's receipt of any complete and accurate City invoice, Sound Transit shall remit the reimbursement for the amount of cost invoiced.

(ii) The City is committed to work efficiently and will closely monitor the time required to complete work products consistent with the scope of work for the Project. As part of the monthly or quarterly invoicing, the City shall prepare and submit detailed monthly progress reports to Sound Transit. These monthly reports shall document tasks completed, changes in the scope of work assumed and upcoming challenges and projections of the next month's activities. These monthly reports shall be submitted within sixty (60) calendar days after the end of the month for which progress is being reported. The City and Sound Transit will provide active, ongoing oversight to ensure that Sound Transit funds are expended efficiently, in a manner that adds value to the Project.

(iii) The City's Designated Representative, or other designated City official, shall coordinate requests for reimbursements by all City departments and offices.

8.2 Qualifying Subjects of Reimbursement

Sound Transit shall reimburse the City for the following three types of Project review costs:

(a) Peer Review. The cost of conducting peer review of the Project's noise & vibration report technical memorandum (dated June 30, 2011) and the parking demand study interim technical memorandum (dated January 14,

2011) for a total amount not to exceed Twenty-Six Thousand Dollars (\$26,000).

- (b) Structural Review. The cost of conducting structural review and approval of the Project's structural design but only to the extent that such review is not funded by permit fees paid to the City by Sound Transit and PROVIDED THAT, in no case shall Sound Transit pay the City more than One Hundred Fifty Thousand Dollars (\$150,000) over and above Project building permit fees for this type of review.
- (c) Staff Time Dedicated to the Project. In order to facilitate expedited review and approval of the Project, to obtain a higher level of service than the City would otherwise be able to provide with its existing staff, and to mitigate the direct financial impact of the Project upon the City, Sound Transit shall reimburse the City for the direct costs incurred by the City in excess of the City's typically anticipated costs associated with reviewing plans and performing construction inspections as provided in adopted application and permit fees. Upon selection of the Project contractor by Sound Transit, the parties shall work cooperatively in good faith to determine if any modifications to this subsection 8.2(c) are necessary regarding expenditures of future City staff time. For the purposes of this Agreement, "staff time" shall mean the time dedicated to the Project by regular employees of the City and employees of any consulting firm retained by the City to assist in facilitating expedited review and approval of the Project. Sound Transit agrees to reimburse the City for the three different categories of staff time as described in subsection (i) through (iii) below, subject to the limitations in subsection (iv), below:
 - (i) Sound Transit shall reimburse the City for the cost of City staff time dedicated to the Project during the period from November 2010 until July 20, 2012 (the date the Development Agreement was executed by the parties), PROVIDED THAT, Sound Transit's total financial reimbursement to the City under this subsection (i) shall not exceed One Hundred Fifty-Two Thousand Dollars (\$152,000), unless otherwise mutually agreed in advance by the Parties.
 - (ii) Sound Transit shall reimburse the City for that proportion of the salaries of City staff commensurate with the proportion of each staff member's time dedicated to the Project, as measured in FTEs (Full Time Equivalents) during the period from the date after the Development Agreement is executed by the parties until one hundred twenty (120) days after the design/build contract for the Project is awarded by the Sound Transit board, PROVIDED THAT, the City shall dedicate no fewer than 2.5 FTEs to the Project during this period and FURTHER PROVIDED THAT, Sound Transit's reimbursement under this section (c)(ii) shall not exceed the cost of 3.8 FTEs regardless of the actual number of City staff dedicated to the Project.

- (iii) Sound Transit shall reimburse the City for that proportion of the salaries of City staff commensurate with the proportion of each staff member's time dedicated to the Project, as measured in FTEs (Full Time Equivalents) during the period from one hundred twenty-one (121) days after the design/build contract for the Project is awarded by the Sound Transit board and the date that Project revenue service begins, PROVIDED THAT, the City shall dedicate no fewer than 3.0 FTEs to the Project during this period and FURTHER PROVIDED THAT, Sound Transit's obligation under this section (c)(iii) shall equate to no less than eighteen (18) months of salary for the applicable dedicated staff, even if Project revenue service begins sooner, and FURTHER PROVIDED THAT, the City shall hire, and Sound Transit shall reimburse the City for additional staff dedicated to the Project if Sound Transit determines that 3.0 FTEs is not adequate and Sound Transit requests in writing that the City hire additional dedicated staff.
- (iv) Sound Transit's reimbursement to the City will be made for actual hours expended by city staff on the Project and documented by the City (excluding staff time covered by building permit fees as described in Section 8.2(c)), PROVIDED THAT, those hours of City staff assigned at less than 1.0 FTE each must exceed those covered by the permit fees paid by Sound Transit to the City, and FURTHER PROVIDED THAT, nothing in this subsection shall be construed to allow an increase in the not-to-exceed amounts set forth in subsections (i) through (iii) above.

6.0 Section 10.18 of the 2012 Agreement is amended as follows:

10.18 Sound Transit's design and construction of the Project is subject to a financial assistance contract between Sound Transit and the Federal Transit Administration ("FTA"). In addition, the Alternative Mitigation Measure identified in Section 6.4 and depicted in Exhibit F-1 of this Agreement will be partially funded through a grant received by the City through the Federal Highway Administration (FHWA).

In order to prevent conflicts between FTA and FHWA federal provisions, it is agreed that the contracts related to the construction of the Alternative Mitigation Measure identified in Section 6.4 and depicted in Exhibit F-1 will incorporate only the FHWA federal requirements. In the event that compliance with applicable federal provisions would result in increased cost for mitigation measures or reimbursements described in Sections 6 or 8 of this Agreement, Sound Transit agrees to make reasonable adjustments to funding levels to cover the actual costs of the commitments made in this Agreement, unless mutually agreed otherwise by the parties. In addition, both parties recognize that the FTA may request further changes to this Agreement to comply with its funding requirements. The Parties agree to consider any such request in good faith.

7.0 Section 6.5(e) of the 2012 Agreement is amended as follows:

(e) Sound Transit shall provide Fire/Life-Safety mitigation as provided in the concurrence letter, executed between Sound Transit and the City on May 21, 2012 attached and incorporated herein as Exhibit H. The parties agree that the federal procurement provisions listed on Exhibit M, shall apply to the City's procurement of fire apparatus as described in Exhibit H.

8.0 The following exhibits to the 2012 Agreement are amended as follows:

Exhibit D is replaced in its entirety with the attached Exhibit D - 1.

Exhibit F is replaced in its entirety with the attached Exhibit F -1.

A new Exhibit M (Applicable Federal Provisions – Procurement) is added, a copy of which is attached to this First Amendment.

9.0 Effect of this First Amendment.

Unless expressly revised by this First Amendment, all other terms and conditions of the 2012 Agreement shall remain in effect and unchanged by this First Amendment.

IN WITNESS WHEREOF, each of the Parties hereto has executed this First Amendment to the 2012 Agreement by having its authorized representative affix her or his name in the appropriate space below:

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

THE CITY OF SEATAC

By: _____
Joan M. Earl, Chief Executive Officer

By: _____
Todd Cutts, City Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Joanna Valeri, Legal Counsel

By: _____
Mary Mirante Bartolo, City Attorney

Authorized by Motion No. _____

Authorized by Resolution No. _____

DA Section	ITEM	DA Commitment
<u>3rd Pary Phase</u>		
8.2	Peer Reviews	\$26,000
8.2	Structural Review	\$150,000
8.2	Supplemental Staff Time	\$1,811,000
	3rd Party Total	\$1,987,000
<u>Construction Phase</u>		
6.5	Fire Truck	\$600,000
	Project Mitigations	
6.3	2030 Traffic	\$445,000
6.4	Alternative Mitigations	\$3,400,000
	<i>Subtotal Project Mitigations</i>	<i>\$3,845,000</i>
	Construction Total	\$4,445,000
	DA Amendment Total	\$6,432,000

EXHIBIT F-1. Traffic Impact Mitigation Measures and Non-Motorized Transportation Improvements



Exhibit M**Procurement Requirements****Federally Required and Other Model Contract Clauses**

1. Fly America Requirements
2. Buy America Requirements
3. Cargo Preference Requirements
4. Energy Conservation Requirements
5. Clean Water Requirements
6. Pre-Award and Post Delivery Audit Requirements
7. Lobbying
8. Access to Records and Reports
9. Federal Changes
10. Clean Air
11. Recycled Products
12. No Government Obligation to Third Parties
13. Program Fraud and False or Fraudulent Statements and Related Acts
14. Termination
15. Government-wide Debarment and Suspension (Nonprocurement)
16. Privacy Act
17. Civil Rights Requirements
18. Breaches and Dispute Resolution
19. Disadvantaged Business Enterprises (DBE)
20. Incorporation of Federal Transit Administration (FTA) Terms

1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118

41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

3. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

Applicability to Contracts

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow Down

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language

The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

4. ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding

\$100,000 financed in whole or in part with Federal assistance provided by FTA.

6. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323

49 CFR Part 663

Applicability to Contracts

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Flow Down

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language

Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

-- Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended,"

49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

7. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying

contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

8. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	None None unless ¹ non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
<u>II Non State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes ³ Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

9. FEDERAL CHANGES
49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or

promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

10. CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Flow Down

These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language

No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence

by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a

contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

14. TERMINATION
49 U.S.C. Part 18
FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may

terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor

was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in

writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its

contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. PRIVACY ACT **5 U.S.C. 552**

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

17. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

18. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1E

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall

continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) **49 CFR Part 26**

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (*see* section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is __ %. A separate contract goal [**of __ % DBE participation has**] [**has not**] been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [**concurrent with and accompanying sealed bid**] [**concurrent with and accompanying an initial proposal**] [**prior to award**]:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **{insert agency name}**. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**

e. The contractor must promptly notify **{insert agency name}**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}**.

20. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS **FTA Circular 4220.1E**

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by

DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

RESOLUTION NO. 13-005

A RESOLUTION of the City Council of the City of SeaTac, Washington approving and authorizing entry into a Second Amended and Restated Development Agreement with Gateway Investment, LLC.

WHEREAS, RCW 36.70B.170 through .200 and SMC 15.05.057 authorize the City to enter into Development Agreements with persons or entities having ownership or control of real property within the City; and

WHEREAS, Gateway Investment, LLC currently has a Development Agreement with the City; and

WHEREAS, Gateway Investment, LLC has requested an Amendment to the aforesaid Development Agreement and representatives of Gateway Investment and the City have conducted negotiations toward such an Amendment; and

WHEREAS, notice was published and mailed to surrounding owners pursuant to SMC 16.07.030, and the Council having held a public hearing; and

WHEREAS, the Council finds that the proposed Amended and Restated Development Agreement satisfies the criteria of SMC 15.22.055 and remains generally consistent with current City development regulations and that the departures therefrom are offset by benefits to be received by the City;

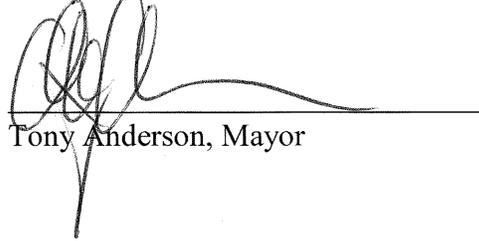
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

Section 1. The City Manager is authorized to execute, on behalf of the City, a Second Amended and Restated Development Agreement, generally in the form attached to this Resolution, as Exhibit "A".

Section 2. The City Clerk shall cause the fully executed Second Amended and Restated Development Agreement to be filed with the King County Recorder.

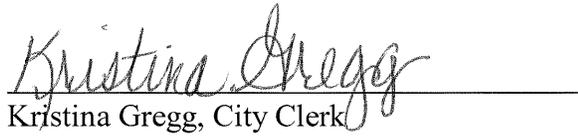
PASSED this 23rd day of April 2013 and signed in authentication thereof on this 23rd day of April, 2013.

CITY OF SEATAC



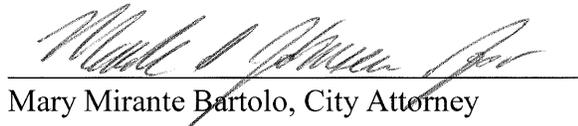
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

EXHIBIT A

Second Amended and Restated Development Agreement

Contents of Exhibit A

- **Attachment A: Real Property Legal Descriptions**
- **Attachment B: Vicinity Parcel Map**
- **Attachment C: Formatted Statutory Warranty Deed**
 - **Exhibit "A" to Attachment C:
ALTA Title Insurance Policy - Condensed Parcel
Descriptions
(American Land Title Association)**

**SECOND AMENDED AND RESTATED
DEVELOPMENT AGREEMENT**

THIS SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (hereinafter referred to as the "Restatement") is entered into effective the ____ day of April, 2013 by and between the CITY OF SEATAC, a Washington municipal corporation (hereinafter referred to as the "City"), and GATEWAY INVESTMENT LLC, a Washington limited liability company (hereinafter referred to as "Gateway") to clarify the remaining obligations of the City and Gateway under certain agreements between them. The term "Parties" refers to the City and Gateway.

WHEREAS Gateway owns certain real property located in the City, which is legally described on Attachment A (the "Real Property"); and

WHEREAS the City and Gateway entered into a certain Development Agreement relating to the portions of the Real Property on May 26, 1998 (the "Original Agreement"); and

WHEREAS Gateway subsequently acquired the other portions of the Real Property, and the City and Gateway entered into a certain Amendment to Gateway Development Agreement effective June 1, 2001 (the "Amendment");

WHEREAS the City and Gateway subsequently amended and restated the Development Agreement by entering into a restated Development Agreement dated November 30, 2007 (the "Restated Development Agreement");

WHEREAS the City's priorities have changed since the adoption of the Original Agreement and the City wishes to encourage development in the South 154th Street Station area as a higher priority than development of the Gateway property;

WHEREAS Gateway has agreed to arrange for its affiliate to transfer to the City certain real property it owns in the South 154th Street Station area of the City, as well as cash assist the City to accomplish its objectives in that area, in consideration for which the City has agreed to amend the Restated Development Agreement to remove certain requirements from the Restated Development Agreement; and

WHEREAS Gateway and the City have agreed to enter into the Restatement to entirely replace and supersede the Restated Development Agreement.

NOW, THEREFORE, for good and sufficient consideration, the mutual promises and covenants contained in this Agreement, the City and Gateway agree as follows:

1. Transfers to the City. Gateway shall cause its affiliate to deliver to the City:

A. Within three (3) business days of the date of this Agreement, Eight Hundred Thousand Dollars (\$800,000) in immediately available US funds; and

EXHIBIT A

B. On or before May 1, 2014 (the “Transfer Date”) a deed in substantially similar form as attached as Attachment C, transferring title to that certain real property commonly known as 15211 International Boulevard, SeaTac, Washington (the “Transferred Property”) to the City; provided, however, that if the City notifies Gateway in writing, prior to April 1, 2014 of the City’s election to forego receipt of the Transferred Property, then in lieu of the Transferred Property, Gateway shall cause its affiliate to deliver to the City on or before the Transfer Date Three Hundred Thousand Dollars (\$300,000) in immediately available US funds within 60 days of such notification.

2. Commercial Parking. The City agrees that: Gateway has the right to operate a commercial parking business on the Real Property as it is presently conducted as a legal, nonconforming use, and will have the right to continue to do so, regardless of the zoning that is presently or may in the future be applicable to the Real Property. The parking operations may involve: surface parking only; a combination of some parking on grade and some on one upper level of structured parking; or a combination of surface parking and multi-level structured parking, including underground parking, anywhere on the property, provided that: (a) the structured parking does not exceed one hundred seventy thousand (170,000) square feet, or the number of square feet allowed by City codes at the time the structure is constructed; (b) its location does not impair development of a new street on the Real Property at a location selected by Gateway between 171st Street (Point A on the map attached as Attachment B) and the current intersection of 170th Street and 31st Avenue South (Point B on Attachment B); and (c) the structured parking shall not be located closer than one hundred feet (100’) to International Boulevard or such lesser distance as may be allowed by City codes at the time the structure is constructed, without prior City approval regarding design and use of the structure; provided, however, that this limitation shall not apply to underground parking.

3. Consent Decree. Gateway is currently conducting a remediation of certain environmental conditions on a portion of the Real Property, and shall continue to diligently comply with the terms of the Consent Decree entered in King County Superior Court (No. 00-2-02909-8KNT) on February 4, 2000 (the “Consent Decree”).

4. Development Standards. The City agrees that Gateway’s current improvements and landscaping have been approved by the City.

5. 30th Street Easement. If requested by the City at such time as the City constructs a public right-of-way across the southerly terminus of 29th Avenue South and the easterly terminus of South 171st Street, as indicated on Attachment B, Gateway shall grant a similar and connecting forty-eight (48)-foot wide easement over, across and under Lot 8 of Bowmont Terrace Addition and a twenty-four (24)-foot easement over, across and under the westerly portions of lots 8, 9 and 10 of Bowmont Terrace Block 1, as indicated on Attachment B. If the City requests the easement, it shall pay to Gateway one-half (½) of the value of the vacated right-of-way as determined by appraisal, during the right-of-way vacation process, to be the value of the easements.

6. Left Turns. As part of its improvements to South 170th Street, the City shall provide channelization or similar improvements as needed to facilitate vehicular left turns from the Real Property onto westbound South 170th Street. However, the Parties acknowledge that

future improvements to the Sea-Tac International Airport, and/or construction of transportation facilities such as the Regional Transit Authority's light rail system may result in loss of the ability to permit such left turns.

7. Widening of 32nd Avenue. To achieve the desired right-of-way width for 32nd Avenue (Main Street), the City desires that Gateway dedicate to the City fifteen (15) feet of frontage along the eastern boundary of the Real Property as indicated on Attachment B. Gateway agrees to dedicate a fifteen (15)-foot strip of such property to the City at such time as the City is fully prepared to commence development and construction of 32nd Avenue, provided that the City shall construct at its own expense, as part of the improvements, a retaining wall upon the expanded City right-of-way to assure lateral support of the right-of-way above the Gateway property. The City shall reimburse Gateway for the appraised value of the right-of-way at the time of dedication. Further, Gateway agrees that it will place no permanent structures closer than thirty (30) feet to the western boundary of the existing right-of-way for 32nd Avenue.

8. Assignees. This Restatement shall be binding upon and inure to the benefit of the successors and assigns of each Party hereto. The Parties acknowledge that Gateway shall have the right to assign or transfer all or any portion of the interests, rights, and obligations under this Restatement to other parties acquiring an interest or estate in the Real Property. Consent by the City shall not be required for any transfer of rights pursuant to this Restatement.

Any conveyance of the Real Property or transfer or assignment of rights pursuant to this Restatement by Gateway shall release Gateway from any further obligations, duties or liabilities under this Restatement to the extent such obligations, duties or liabilities are assumed by the assignee. Gateway agrees that, in the event of a proposed sale, gift, transfer, segregation, assignment, or devise of the Real Property, Gateway shall disclose the existence of this Restatement to the interested party.

9. Disputes. This agreement shall be governed by the laws of the State of Washington and venue shall be King County, Washington. Either party may institute and prosecute a proceeding for specific performance of this Agreement, or for any other remedy provided by law, and the prevailing party shall be entitled to all expenses, costs of litigation, and reasonable attorneys' fees, as may be determined by the Court.

10. Exercise of Eminent Domain. Nothing herein shall prohibit exercise of condemnation rights otherwise available to the City.

11. Notices. All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to any other party shall be in writing and be either (1) delivered personally, (2) sent by facsimile or electronic transmission with a receipt of delivery retained, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City:

City of SeaTac
4800 S. 188th Street
SeaTac, WA 98188
Attention: City Manager

If to Owner:

Gateway Investment LLC
2003 Western, Suite 500
Seattle, WA 98121
Attention: Managers

Notice by hand delivery or facsimile shall be effective upon receipt. Facsimile or electronic transmission shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

12. Entire Agreement; Amendments. This Restatement constitutes the entire agreement of the Parties relating to the Real Property. This Restatement may be amended by written consent of both Parties and by approval of the City Council by Resolution. However, minor modifications of this Restatement and the Project which are consistent with the objectives of this Restatement and do not vary its material terms may be authorized by the City Manager.

EFFECTIVE AS OF THE DATE FIRST SET FORTH ABOVE:

CITY OF SEATAC

By: _____
City Manager

Approved as to Form:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2013, before me personally appeared _____, to me known to be the City Manager of the City of SeaTac that executed the within and foregoing agreement, and acknowledged the said agreement to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that [he/she] was authorized to execute the said agreement.

In witness whereof I have hereunder set my hand and affixed my official seal the day and year first above written.

Print name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

RESOLUTION NO. 13-006

A RESOLUTION of the City Council of the City of SeaTac, Washington, to finalize the 2012 unclaimed property reporting to the State of Washington.

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

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

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

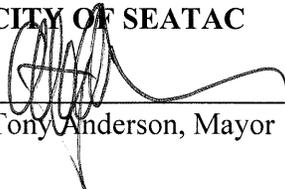
WHEREAS, the City Council of the City of SeaTac wishes to cancel all outstanding, stale dated municipal checks and unclaimed deposits as detailed in Exhibit A;

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

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

PASSED this 14th day of May, 2013, and signed in authentication thereof on this 14th day of May, 2013.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

2012 UNCLAIMED PROPERTY REPORT

Municipal Court Records sent to UCP

<u>Payee</u>	<u>Amount</u>	<u>Comments</u>
John Williams	\$ 1,000.00	sent to UCP cash bail
Conner James	\$ 500.00	sent to UCP cash bail
Letris Chambliss	\$ 31.00	sent to UCP cash bail
Myeshia Coleman	\$ 45.00	restitution
<u>TOTAL MUNICIPAL COURT</u>	\$1,576.00	

Finance Dept Records sent to UCP

<u>Check #</u>	<u>Check Date</u>	<u>Check Amount</u>	<u>Payee</u>	<u>Comments</u>
89434	5/5/2010	\$ 49.16	Meghan Alexander	mail returned
89725	6/4/2010	\$ 27.45	Crystal T. Bell	mail returned
89729	6/4/2010	\$ 24.50	David Zinzon	mail returned
90691	8/5/2010	\$ 26.65	Matthew C. Towne	mail returned
91369	10/5/2010	\$ 12.21	Krystal Bishop	mail returned
92041	12/3/2010	\$ 12.72	Francis D. James Jr.	mail returned
92147	12/3/2010	\$ 12.39	Stephen Bishop	mail returned
92210	12/20/2010	\$ 10.00	Carrie Frair	mail returned
92344	12/20/2010	\$ 13.46	Sedric Reine	mail returned
92946	2/18/2011	\$ 12.01	Larry J. Capps	mail returned
92960	2/18/2011	\$ 14.56	Michael Werner	mail returned
93696	5/5/2011	\$ 10.00	Alicia Lemmon	mail returned
93714	5/5/2011	\$ 10.00	Brenda Cook	mail returned
93715	5/5/2011	\$ 10.00	Brian Still	mail returned
93720	5/5/2011	\$ 10.00	Carrier Frair	mail returned
93728	5/5/2011	\$ 10.00	Charles Howlett	mail returned
93789	5/5/2011	\$ 10.00	Gail S. Clark	mail returned
93836	5/5/2011	\$ 10.00	Karin M. Skeslien	mail returned
93853	5/5/2011	\$ 10.00	Larry J. Capps	mail returned
93868	5/5/2011	\$ 10.00	Mark T. Francis	mail returned
93877	5/5/2011	\$ 10.00	Melody M. Duncan	mail returned
93929	5/5/2011	\$ 10.00	Rigoberto R. Coloma	mail returned
93947	5/5/2011	\$ 10.00	Sedric Reine	mail returned
94221	5/20/2011	\$ 21.32	Wiegel Scott	mail returned
94529	6/20/2011	\$ 20.84	Tra Vaughn Cobbs	mail returned
95284	9/8/2011	\$ 300.00	Chanthan Dy	mail returned
95473	9/20/2011	\$ 14.00	Doris Hildner	mail returned
95511	9/20/2011	\$ 6.00	Jean Harriman	mail returned
95514	9/20/2011	\$ 2.00	Joy Forghani	mail returned

Finance Dept Records sent to UCP

95536	9/20/2011	\$	24.00	Lorenne Davis	mail returned
95624	10/5/2011	\$	21.07	Brandon Darbo	mail returned
95642	10/5/2011	\$	10.00	Clint Kelly	mail returned
95662	10/5/2011	\$	12.00	Elena Guevara	mail returned
95664	10/5/2011	\$	7.00	Elsie Stevenson	mail returned
95705	10/5/2011	\$	25.61	John Beaudry	mail returned
95739	10/5/2011	\$	9.00	Marjorie Aslakson	mail returned
95758	10/5/2011	\$	615.00	Peggy Petrone	mail returned
95792	10/5/2011	\$	35.00	Sharon Walior	mail returned
95962	10/21/2011	\$	5.12	Mark McGillis	mail returned
95964	10/21/2011	\$	8.88	Michelle McGillis	mail returned
96073	11/4/2011	\$	2.40	Claudia Abeaham	mail returned
96586	12/5/2011	\$	22.46	Shelley Salisbury	mail returned
97102	1/31/2012	\$	4.29	Cheryl Smith	mail returned
97121	1/31/2012	\$	28.00	George Deven	mail returned
97136	1/31/2012	\$	7.00	Janice Williamson	mail returned
97153	1/31/2012	\$	500.00	Misael Duenas	mail returned
97217	2/17/2012	\$	2.00	Ann Berney	mail returned
97328	2/17/2012	\$	20.00	Kim Hewes	mail returned
97344	2/17/2012	\$	11.62	Margie Thornton	mail returned
97505	3/5/2012	\$	38.32	Jeff Hickman	mail returned
97751	4/5/2012	\$	8.50	Angel Haskins	mail returned
97752	4/5/2012	\$	1.00	Angel Lopez	mail returned
97778	4/5/2012	\$	10.00	Don Brown	mail returned
97844	4/5/2012	\$	4.50	Kristen Raymey	mail returned
97856	4/5/2012	\$	11.50	Lori Sanchez	mail returned
97861	4/5/2012	\$	52.00	Mary Jo Gargiulo	mail returned
97874	4/5/2012	\$	2.92	Nita Shaw	mail returned
97894	4/5/2012	\$	9.00	Rod Smith	mail returned
97988	4/20/2012	\$	32.05	Charles W. Coleman	mail returned
98446	5/18/2012	\$	300.00	Miriam Rivasm	mail returned
98896	7/5/2012	\$	32.15	Harvey Hedman	mail returned
98921	7/5/2012	\$	45.41	Jose O. Hernandez	mail returned
98979	7/5/2012	\$	27.73	Robert E. Kalash	mail returned
99413	8/3/2012	\$	30.31	Lee A. Jacobson	mail returned
99513	8/20/2012	\$	24.21	Adam Smith	mail returned
<u>TOTAL FINANCE DEPT</u>		\$	<u>2,699.32</u>		

GRAND TOTAL **\$4,275.32**

RESOLUTION NO. 13-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEATAAC, WASHINGTON, EXPRESSING ITS STRONG SUPPORT OF A 2013 TRANSPORTATION INVESTMENT PACKAGE

WHEREAS, a healthy transportation system is a critical foundation of our state and local economies and our quality of life, as well as our global position as the nation's most trade-dependent state; and

WHEREAS, Washington state's transportation system is suffering from disrepair, with a backlog of maintenance and preservation needs, and data showing that without any new investments, more than half the pavement on our state roads and highways will be in poor condition by 2023; and

WHEREAS, failing roads and bridges, congested highway corridors, and bottlenecked interchanges undermine the mobility of vehicles, buses, and freight carriers to transport people and goods; and

WHEREAS, the Connecting Washington Task Force released a report in early 2012, identifying \$50 billion in unfunded transportation needs and recommending an investment of \$21 billion in state funding during the next 10 years for maintenance, preservation, and strategic investments; and

WHEREAS, investing in maintaining and upgrading our transportation system is a positive step the Legislature can take to catalyze construction jobs, enhance freight mobility for our Ports, and create a pathway for retaining and growing new jobs for key industry sectors; and

WHEREAS, through SHB 1954, SHB 1955 and related bills, the 2013 Washington State Legislature is considering a 12-year, \$9.5 billion package of transportation infrastructure investments; and

WHEREAS, this package provides critical funding for key highway corridor projects throughout the state, including The Puget Sound Gateway Project, which will complete State Route 167 and State Route 509; and

WHEREAS, the City of SeaTac has already spent approximately \$10 million and plans to spend another \$20 million completing its 28th/24th Avenue South arterial to connect to the State Route 509 project; and

WHEREAS, the transportation package also provides a direct gas tax distribution that will provide new funding each year for the City of SeaTac to maintain local roadways and arterials and to leverage existing funding; and

WHEREAS, the package also includes local transportation financing options that cities and counties can submit to their voters for transportation improvements in their communities; and

WHEREAS, the transportation package additionally invests in grant programs that are vital for cities and counties, including the Transportation Investment Board (TIB), the Freight Mobility Strategic Investment Board (FMSIB), Complete Streets," Safe Routes to Schools, and Bicycle-Pedestrian Safety; and

WHEREAS, the package also includes direct funding allocations for other local transit agencies, including King County Metro and Pierce Transit, that would otherwise have to make drastic cuts in routes which carry people to work sites and serve local communities; and

WHEREAS, transportation investment depends on use of tax payer dollars; and

WHEREAS, the 2013 Washington State Legislature is considering SHB 1957, ESHB 1978, SHB 1986, HB 1988 and HB 1979 to help reform the transportation system and take steps to make it more efficient, accountable and cost effective; and

WHEREAS, the City Council of the City of SeaTac, Washington, strongly encourages the Washington State Legislature to enact a balanced transportation investment and reform package,

in Olympia, during the Special Session to create jobs, relieve congestion, support our businesses, and maintain our quality of life.

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

Section 1. The City Council hereby takes an official position in strong support of a comprehensive transportation investment and reform package, including direct funding and funding options for local governments.

Section 2. The City Council strongly encourages lawmakers to approve and enact this package in Olympia.

Section 3. That the City Manager is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation, including, but not limited to forwarding copies of this Resolution and its message to our representatives in the state legislature and to others at the State of Washington.

Section 4. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this 28th day of May, 2013


CITY OF SEATAC
ANTHONY ANDERSON
MAYOR


CITY OF SEATAC
KRISTINA GREGG
CITY CLERK

APPROVED AS TO FORM:

CITY OF SEATAC
MARY MIRANTE BARTOLO
CITY ATTORNEY

RESOLUTION NO. 13-008

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute a Local Agency Agreement with Washington State Department of Transportation (WSDOT) for federal aid funding of the South 188th Street Overlay Project and any subsequent documents related to the agreement.

WHEREAS, the City of SeaTac has been awarded a grant of federal Surface Transportation Program (STP) funds through the Puget Sound Regional Council (PSRC) competitive process for construction of the South 188th Street Overlay Project between International Boulevard (SR-99) to 46th Avenue South.

WHEREAS, the federal STP funds are administered by WSDOT on behalf of the Federal Highway Administration; and

WHEREAS, a Local Agency Agreement between the City and WSDOT, formalizing provisions and financial responsibilities, is required prior to authorizing use of federal funds on local projects.

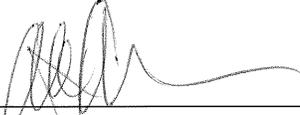
WHEREAS, matching funds as required by the federal STP funding legislation are included in the current approved budget.

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

That the federal STP grant, in the amount of \$585,000, is hereby approved for acceptance by the City for construction of the South 188th Street Overlay Project and the City Manager or his designee is hereby authorized to execute a Local Agency Agreement with WSDOT and any subsequent documents related to said grant.

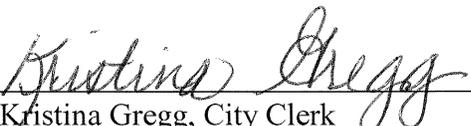
PASSED this 11th day of June, 2013 and signed in authentication thereof on this 11th day of June, 2013.

CITY OF SEATAC



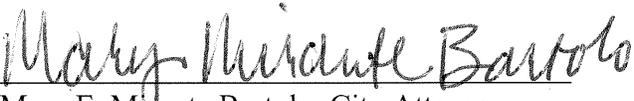
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

Local Agency Agreement with WSDOT
South 188th Street Overlay Project

RESOLUTION NO. 13-009

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting a Ten-Year Transportation Improvement Program for the years 2014-2023.

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 2014-2023, 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 25th day of June, 2013 and signed in authentication thereof this day of June, 2013.

CITY OF SEATAC



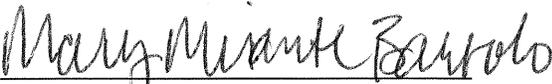
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Ten-Year TIP 2014-2023]



Exhibit A

2014 - 2023 Transportation Improvement Program

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

Project No.
and
Priority

RES 13 -

Project Title and Description	2014	2015	2016	2017-2019	2020-2023
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)	\$1,800,000	\$1,260,000	\$711,354		
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.	D \$1,100,000 ROW \$700,000	C \$8,400,000 (FED \$2,000,000 TIB \$1,500,000 FMSIB \$1,500,000 ST \$2,140,000)	C \$7,000,000 (FED \$2,000,000 TIB \$1,500,000 FMSIB \$1,000,000 ST \$1,788,646)		
ST-145 Connecting 28th/24th Ave S (S 208th St to S 216th St)					
Outside City Limits Des Moines will be improving 24th Ave S from S 208th St to S 204th St. This is the second phase of the Des Moines Gateway Project. Improvements include widening the existing roadway to a five lane urban arterial and provide a continuous center turn lane, sidewalks, bicycle lanes, transit stops, curb and gutter, and landscaping.	C Des Moines				
ST-122 Military Road S Improvements (S 176th St to S 166th St)	\$3,218,260				
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 \$4,600,000 (TIB \$1,381,740)				
ST-830 2013/14 Neighborhood Sidewalk Project - S 179th Street (Military Rd S to 42th Ave S)	\$1,300,000				
4 This is the fifth 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 \$100,000 C \$1,200,000				
GE-037 Transportation Plan Update	\$500,000	\$300,000			
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 \$500,000	S \$300,000			
ST-831 2014/15 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-884 2014 Annual Street Overlays	\$400,000				
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 overlaying pavements that are structurally declining.					



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

2014 - 2023 Transportation Improvement Program

Project No.
and
Priority

RES 13 -

	Project Title and Description	2014	2015	2016	2017-2019	2020-2023
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		
8	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-065	S 216th Street (19th Ave S to 24th Ave S)					
Outside City Limits	First of three phases 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.	C Des Moines				
MP-066	S 216th Street (24th Ave S to 29th Ave S)					
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		
ST-848	Lake to Sound Trail (DMMD - S 156th St to City Limit at SR 509)					
9	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)					
Outside City Limits	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-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	
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	C ST		



Exhibit A

2014 - 2023 Transportation Improvement Program

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

Project No.
and
Priority

RES 13 -

Project Title and Description		2014	2015	2016	2017-2019	2020-2023
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.	D 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			
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.	D ST	D ST	D ST		
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 WSDOT	C WSDOT	C WSDOT	
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	D WSDOT	C WSDOT	C WSDOT	
ST-832	2015/16 Neighborhood Sidewalk Project		\$250,000	\$1,440,000		
10	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		\$400,000			
11	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-833	2016/17 Neighborhood Sidewalk Project			\$250,000	\$1,480,000	
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 \$1,480,000	



Exhibit A

2014 - 2023 Transportation Improvement Program

D - DESIGN R/W - RIGHT OF WAY
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Project No.
and
Priority

RES 13 -

	Project Title and Description	2014	2015	2016	2017-2019	2020-2023
ST-886	2016 Annual Street Overlays			\$450,000		
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.					
ST-065	Des Moines Memorial Dr & S 200th St Intersection Improvements			\$200,000	\$750,000	
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 \$1,100,000 (Des Moines \$350,000)	
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	
ST-834 ST-835 ST-836	Neighborhood Sidewalk Projects				\$5,380,000	
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 \$4,630,000	
ST-887 ST-888 ST-889	Annual Street Overlays				\$1,350,000	
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

2014 - 2023 Transportation Improvement Program

Project No.
and
Priority

RES 13 -

Project Title and Description	2014	2015	2016	2017-2019	2020-2023
ST-837 ST-838 ST-839 ST-840 Neighborhood Sidewalk Projects					\$7,700,000
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 \$6,700,000
ST-890 ST-891 ST-892 ST-893 Annual Street Overlays					\$1,800,000
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 \$1,000,000)
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



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

2014 - 2023 Transportation Improvement Program

Project No.
and
Priority

RES 13 -

	Project Title and Description	2014	2015	2016	2017-2019	2020-2023
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
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



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

2014 - 2023 Transportation Improvement Program

Project No.
and
Priority

RES 13 -

	Project Title and Description	2014	2015	2016	2017-2019	2020-2023
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
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



Exhibit A

D - DESIGN R/W - RIGHT OF WAY
S - STUDY C - CONSTRUCTION

2014 - 2023 Transportation Improvement Program

Project No.
and
Priority

RES 13 -

Project Title and Description		2014	2015	2016	2017-2019	2020-2023
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		\$7,768,260	\$5,450,000	\$6,831,354	\$29,660,000	\$165,440,800

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

RESOLUTION NO. 13-010

A RESOLUTION of the City Council of the City of SeaTac, Washington calling for a special election to be held concurrent with the general election of November 5, 2013, to place before the qualified electors of the City the proposition of whether an Ordinance entitled "Ordinance Setting Minimum Employment Standards for Hospitality and Transportation Industry Employers" be adopted; submitting this call to the King County Department of Elections for a formal order calling for an election to be held at the November 5, 2010 General Election, and appointing committee members to prepare for and against statements for the Local Voters' Pamphlet.

WHEREAS, an Initiative petition, signed by the statutorily required number of registered voters of the City, has been submitted to the City, requesting that the City Council adopt an Ordinance entitled "Ordinance Setting Minimum Employment Standards for Hospitality and Transportation Industry Employers" (See Ordinance which is attached as Exhibit "A"); and

WHEREAS, the King County Department of Elections verified the number and correctness of signatures on the petition and issued a Certificate of Sufficiency dated June 20, 2013; and

WHEREAS, City Clerk Kristina Gregg issued a Certificate of Sufficiency dated June 28, 2013 and issued a final Certificate of Sufficiency dated July 23, 2013; and

WHEREAS, the City Council has declined to adopt the proposed Ordinance as written, and thus is required to request an election on whether the proposed Ordinance be adopted; and

WHEREAS, the City Council has determined that this measure should appear in the Local Voters' Pamphlet, and thus it is appropriate to appoint committee members to prepare for and against statements for the Local Voters' Pamphlet;

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

WASHINGTON HEREBY RESOLVES as follows:

Section 1. The City Council finds it necessary to call a special election to be held in the City at the time of the General Election of November 5, 2013, on the proposition of whether an Ordinance entitled “Ordinance Setting Minimum Employment Standards for Hospitality and Transportation Industry Employers” should be adopted.

Section 2. A City election is hereby called for November 5, 2013, to place before the qualified electors of the City the following proposition:

PROPOSITION NO. 1

BALLOT TITLE

Proposition No. 1 concerns labor standards for certain employers.

This Ordinance requires certain hospitality and transportation employers to pay specified employees an hourly minimum wage of \$15.00, adjusted annually for inflation, and pay for safe and sick leave of 1 hour per 40 hours worked. Tips shall be retained by workers who performed the services. Employers must offer additional hours or employment to existing employees before hiring from outside. SeaTac must establish a monitoring process and other labor standards are established.

Should this Ordinance be enacted into law?

Yes
No

Section 3. King County Department of Elections is hereby requested to issue a formal order calling for an election to be held in the City of SeaTac on November 5, 2013 to place the foregoing proposition before the qualified electors of the City.

Section 4. The following people are appointed to prepare for and against statements for the Local Voters’ Pamphlet.

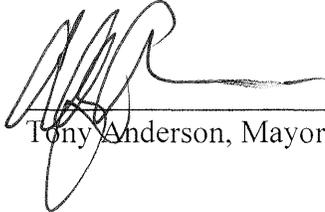
FOR Proposition No. 1:
Rev. Jan Bolerjack
Judy Volkers
Sili Savusa

AGAINST Proposition No. 1:
Erin Sitterley
LeeAnn Subelbia
Mike West

Section 5. The City Clerk is authorized and directed to file a certified copy of this Resolution, together with contact information for all persons listed in Section 4 of this Resolution, and the Declaration of the City Attorney stating the ballot title and explanatory statement, with the King County Department of Elections upon passage of this Resolution.

PASSED this 23rd day of July, 2013 and signed in authentication thereof on this 23rd day of July, 2013.

CITY OF SEATAC



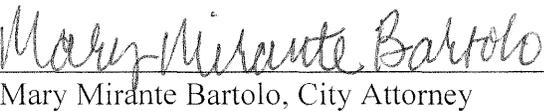
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Initiative Setting Minimum Employment Standards]

ORDINANCE SETTING MINIMUM EMPLOYMENT STANDARDS FOR HOSPITALITY
AND TRANSPORTATION INDUSTRY EMPLOYERS

Section 1. Findings. The following measures are necessary in order to ensure that, to the extent reasonably practicable, all people employed in the hospitality and transportation industries in SeaTac have good wages, job security and paid sick and safe time.

Section 2. That a new Chapter, 7.45, be added to the SeaTac Municipal Code to read as follows:

**7.45 MINIMUM EMPLOYMENT STANDARDS FOR HOSPITALITY AND
TRANSPORTATION INDUSTRY EMPLOYERS**

7.45.010 Definitions

As used in this Chapter, the following terms shall have the following meaning:

- A. “*City*” means the City of SeaTac.
- B. “*Compensation*” includes any wages, tips, bonuses, and other payments reported as taxable income from the employment by or for a Covered Worker.
- C. “*Covered Worker*” means any individual who is either a Hospitality Worker or a Transportation Worker.
- D. “*Hospitality Employer*” means a person who operates within the City any Hotel that has one hundred (100) or more guest rooms and thirty (30) or more workers or who operates any institutional foodservice or retail operation employing ten (10) or more nonmanagerial, nonsupervisory employees. This shall include any person who employs others providing services for customers on the aforementioned premises, such as a temporary agency or subcontractor.
- E. “*Hospitality Worker*” means any nonmanagerial, nonsupervisory individual employed by a Hospitality Employer.
- F. “*Hotel*” means a building that is used for temporary lodging and other related services for the public, and also includes any contracted, leased, or sublet premises connected to or operated in conjunction with such building's purpose (such as a restaurant, bar or spa) or providing services at such building.
- G. “*Institutional foodservice or retail*” is defined as foodservice or retail provided in public facilities, corporate cafeterias, conference centers and meeting facilities, but does not include preparation of food or beverage to be served in-flight by an airline. Restaurants or retail

operations that are not located within a hotel, public facility, corporate cafeteria, conference facility or meeting facility are not considered a hospitality employer for the purpose of this Chapter.

H. “*Person*” means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, or any other legal or commercial entity, whether domestic or foreign, other than a government agency.

I. “*Predecessor Employer*” means the Hospitality or Transportation Employer that provided substantially similar services within the City prior to the Successor Employer.

J. “*Retention Employee*” means any Covered Worker who:

1) was employed by a Predecessor Employer for at least 30 workdays; and

2) was either:

a) laid off or discharged for lack of work due to the closure or reduction of a Hospitality or Transportation Employer’s operation during the preceding two years; or

b) is reasonably identifiable as a worker who is going to lose his/her job due to the closure or reduction of the Hospitality or Transportation Employer’s operation within the next 6 months.

K. “*Service charge*” is defined as set forth in RCW 49.46.160(2)(c).

L. “*Successor Employer*” means the new Hospitality or Transportation Employer that succeeds the Predecessor Employer in the provision of substantially similar services within the City.

M. “*Transportation Employer*” means:

1) A person, excluding a certificated air carrier performing services for itself, who:

a) operates or provides within the City any of the following: any curbside passenger check-in services; baggage check services; wheelchair escort services; baggage handling; cargo handling; rental luggage cart services; aircraft interior cleaning; aircraft carpet cleaning; aircraft washing and cleaning; aviation ground support equipment washing and cleaning; aircraft water or lavatory services; aircraft fueling; ground transportation management; or any janitorial and custodial services, facility maintenance services, security services, or customer service

performed in any facility where any of the services listed in this paragraph are also performed; and

b) employs twenty-five (25) or more nonmanagerial, nonsupervisory employees in the performance of that service.

2) A transportation employer also includes any person who:

a) operates or provides rental car services utilizing or operating a fleet of more than one hundred (100) cars; shuttle transportation utilizing or operating a fleet of more than ten (10) vans or buses; or parking lot management controlling more than one hundred (100) parking spaces; and

b) employs twenty-five (25) or more nonmanagerial, nonsupervisory employees in the performance of that operation.

N. “*Transportation Worker*” means any nonmanagerial, nonsupervisory individual employed by a Transportation Employer.

O. “*Tips*” mean any tip, gratuity, money, or part of any tip, gratuity, or money that has been paid or given to or left for a Covered Worker by customers over and above the actual amount due for services rendered or for goods, food, drink, or articles sold or served to the customer.

7.45.020 Paid Leave For Sick and Safe Time

Each Hospitality or Transportation Employer shall pay every Covered Worker paid leave for sick and safe time out of the employer's general assets as follows:

A. A Covered Worker shall accrue at least one hour of paid sick and safe time for every 40 hours worked as an employee of a Hospitality Employer or Transportation Employer. The Covered Worker is entitled to use any accrued hours of compensated time as soon as those hours have accrued.

B. The Covered Worker need not present certification of illness to claim compensated sick and safe time, provided that such Covered Worker has accrued the requested hours of compensated time at the time of the request. A Covered Worker shall be paid his or her normal hourly compensation for each compensated hour off.

C. The Covered Worker shall not be disciplined or retaliated against for use of accrued paid sick and safe time. This includes a prohibition on any absence control policy that counts earned sick and safe time as an absence that may lead to or result in discipline against the Covered Worker.

D. If any Covered Worker has not utilized all of his or her accrued compensated time by the end of any calendar year, the Hospitality Employer or Transportation Employer shall pay this worker a lump sum payment at the end of the calendar year equivalent to the compensation due for any unused compensated time.

E. Accrued paid sick time shall be provided to a Covered Worker by a Hospitality Employer or Transportation Employer for the following reasons:

1) An absence resulting from a Covered Worker's mental or physical illness, injury or health condition; to accommodate the Covered Worker's need for medical diagnosis care, or treatment of a mental or physical illness, injury or health condition; or a Covered Worker's need for preventive medical care;

2) To allow the Covered Worker to provide care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventive medical care.

F. Accrued paid safe time shall be provided to a Covered Worker by a Hospitality Employer or Transportation Employer for the following reasons:

1) When the Covered Worker's place of business has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material;

2) To accommodate the Covered Worker's need to care for a child whose school or place of care has been closed by order of a public official for such a reason;

3) For any of the following reasons related to domestic violence, sexual assault, or stalking, as set forth in RCW 49.76.030:

a) To enable the Covered Worker to seek legal or law enforcement assistance or remedies to ensure the health and safety of the Covered Worker or the Covered Worker's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;

b) To enable the Covered Worker to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the Covered Worker's family member;

c) To enable the Covered Worker to obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;

d) To enable the Covered Worker to obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the Covered Worker or the Covered Worker's family member was a victim of domestic violence, sexual assault, or stalking; or

e) To enable the Covered Worker to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the Covered Worker or Covered Worker's family members from future domestic violence, sexual assault, or stalking.

7.45.030 Promoting Full-Time Employment

If a Hospitality or Transportation Employer has additional hours of work to provide in job positions held by Covered Workers, then it shall offer those hours of work first to existing qualified part-time employees before hiring additional part-time employees or subcontractors.

7.45.040 Require That Service Charges and Tips Go To Those Performing The Service

A. Any service charge imposed on customers of, or tips received by employees of, a Hospitality Employer shall be retained by or paid to the nonmanagerial, nonsupervisory Hospitality or Transportation Workers who perform services for the customers from whom the tips are received or the service charges are collected.

B. The amounts received from tips or service charges shall be allocated among the workers who performed these services equitably; and specifically:

1) Amounts collected for banquets or catered meetings shall be paid to the worker(s) who actually work with the guests at the banquet or catered meeting; and

2) Amounts collected for room service shall be paid to the worker(s) who actually deliver food and beverage associated with the charge; and

3) Amounts collected for portage service shall be paid to the worker(s) who actually carry the baggage associated with the charge.

7.45.050 Establishing A Living Wage For Hospitality Workers and Transportation Workers

A. Each Hospitality Employer and Transportation Employer shall pay Covered Workers a living wage of not less than the hourly rates set forth in this section. The rate upon enactment shall be fifteen dollars (\$15.00) per hour worked.

B. On January 1, 2015, and on each following January 1, this living wage shall be adjusted to maintain employee purchasing power by increasing the current year's wage rate by the rate of inflation. The increase in the living wage rate shall be calculated to the nearest cent using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index, for the twelve months prior to each September 1st as calculated by the United States department of labor. The declaration of the Washington State Department of Labor and Industries each September 30 regarding the rate by which Washington State's minimum wage rate is to be increased effective the following January 1, pursuant to RCW 49.46.020(4)(b), shall be the authoritative determination of the rate of increase to be applied for purposes of this provision.

C. The City Manager shall publish a bulletin by October 15 of each year announcing the adjusted rates. Such bulletin will be made available to all Hospitality Employers and Transportation Employers and to any other person who has filed with the City Manager a request to receive such notice but lack of notice shall not excuse noncompliance with this section.

D. Each Hospitality Employer and Transportation Employer shall provide written notification of the rate adjustments to each of its workers and make the necessary payroll adjustments by January 1 following the publication of the bulletin. Tips, gratuities, service charges and commissions shall not be credited as being any part of or be offset against the wage rates required by this Chapter.

7.45.060 Setting Additional Labor Standards for City Hospitality Workers and Transportation Workers

A. Notice to Employees. No less than 60 days prior to the termination of a Predecessor Employer's contract, the Predecessor Employer shall notify all Retention Employees in writing that they have been placed on a qualified displaced worker list and that the Successor Employer may be required to offer him/her continued employment. The notice shall include, if known, the name, address, and contact information of the Successor Employer. A copy of this notice, along with a copy of the qualified displaced worker list, shall also be sent to the City Manager.

B. Retention Offer. Except as otherwise provided herein, the Successor Employer shall offer employment to all qualified Retention Employees. A Successor Employer who is a Hospitality Employer shall, before hiring off the street or transferring workers from elsewhere, offer employment to all qualified retention employees of any predecessor employer that has

provided similar services at the same facility. If the Successor Employer does not have enough positions available for all qualified Retention Employees, the Successor Employer shall hire the Retention Employees by seniority within each job classification. For any additional positions which become available during the initial ninety-day period of the new contract, the Successor Employer will hire qualified Retention Employees by seniority within each job classification.

C. Retention Period. A Successor Employer shall not discharge a Retention Employee without just cause during the initial ninety-day period of his/her employment.

D. An employee is "qualified" within the meaning of this Section if he/she has performed similar work in the past (and was not discharged for incompetence) or can reasonably be trained for the duties of a position through an amount of training not in excess of the training that has been provided by the employer to workers hired off the street.

E. The requirements of this Chapter shall not be construed to require any Hospitality Employer or Transportation Employer to offer overtime work paid at a premium rate nor to constrain any Hospitality Employer or Transportation Employer from offering such work.

7.45.070 Employee Work Environment Reporting Requirement

A. Hospitality Employers and Transportation Employers shall retain records documenting hours worked, paid sick and safe time taken by Covered Workers, and wages and benefits provided to each such employee, for a period of two years, and shall allow the City Manager or designee access to such records, with appropriate notice and at a mutually agreeable time, to investigate potential violations and to monitor compliance with the requirements of this Chapter.

B. Hospitality Employers and Transportation Employers shall not be required to modify their recordkeeping policies to comply with this Chapter, as long as records reasonably indicate the hours worked by Covered Workers, accrued paid sick and safe time, paid sick and safe time taken, and the wages and benefits provided to each such Covered Worker. When an issue arises as to the amount of accrued paid sick time and/or paid safe time available to a Covered Worker under this chapter, if the Hospitality Employers and Transportation Employers does not maintain or retain adequate records documenting hours worked by the Covered Worker and paid sick and safe time taken by the Covered Worker, it shall be presumed that the Hospitality Employers and Transportation Employers has violated this chapter.

C. Records and documents relating to medical certifications, re-certifications or medical histories of Covered Worker or Covered Workers' family members, created for purposes of this chapter, are required to be maintained as confidential medical records in separate files/records from the usual personnel files. If the Americans with Disabilities Act (ADA) and/or the Washington Law Against Discrimination (WLAD) apply, then these records must comply with the ADA and WLAD confidentiality requirements.

7.45.080 Waivers

The provisions of this Chapter may not be waived by agreement between an individual Covered Worker and a Hospitality or Transportation Employer. All of the provisions of this Chapter, or any part hereof, including the employee work environment reporting requirement set forth herein, may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms. Unilateral implementation of terms and conditions of employment by either party to a collective bargaining relationship shall not constitute, or be permitted, as a waiver of all or any part of the provisions of this chapter.

7.45.090 Prohibiting Retaliation Against Covered Workers For Exercising Their Lawful Rights

A. It shall be a violation for a Hospitality Employer or Transportation Employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this Chapter.

B. It shall be a violation for a Hospitality Employer or Transportation Employer to take adverse action or to discriminate against a Covered Worker because the Covered Worker has exercised in good faith the rights protected under this Chapter. Such rights include but are not limited to the right to file a complaint with any entity or agency about any Hospitality Employer's or Transportation Employer's alleged violation of this chapter; the right to inform his or her employer, union or other organization and/or legal counsel about a Hospitality Employer's or Transportation Employer's alleged violation of this section; the right to cooperate in any investigation of alleged violations of this chapter; the right to oppose any policy, practice, or act that is unlawful under this section; and the right to inform other Covered Workers of their rights under this section. No Covered Worker's compensation or benefits may be reduced in response to this Chapter or the pendency thereof.

C. The protections afforded under subsection B shall apply to any person who mistakenly but in good faith alleges violations of this Chapter.

7.45.100 Enforcement of Chapter

A. Any person claiming violation of this chapter may bring an action against the employer in King County Superior Court to enforce the provisions of this Chapter and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including but not limited to lost compensation for all Covered Workers impacted by the violation(s), damages, reinstatement and injunctive relief. A plaintiff who prevails in any action to enforce this Chapter shall be awarded his or her reasonable attorney's fees and expenses.

B. The City shall adopt auditing procedures sufficient to monitor and ensure compliance by Hospitality Employers and Transportation Employers with the requirements of this Chapter. Complaints that any provision of this Chapter has been violated may also be presented to the City Attorney, who is hereby authorized to investigate and, if it deems appropriate, initiate legal or other action to remedy any violation of this chapter; however, the City Attorney is not obligated to expend any funds or resources in the pursuit of such a remedy.

C. Nothing herein shall be construed to preclude existing remedies for enforcement of Municipal Code Chapters.

7.45.110 Exceptions

The requirements of this Chapter shall not apply where and to the extent that state or federal law or regulations preclude their applicability. To the extent that state or federal law or regulations require the consent of another legal entity, such as a municipality, port district, or county, prior to becoming effective, the City Manager is directed to formally and publicly request that such consent be given.

Section 3. That the effective date of this Ordinance shall be January 1, 2014.

Section 4. The Code Reviser is authorized to change the numbering and formatting this Ordinance to conform with the SeaTac Municipal Code codification in a manner that is consistent with the intent and language of this Ordinance.

Section 5. Severability. If any provision of this Ordinance is declared illegal, invalid or inoperative, in whole or in part, or as applied to any particular Hospitality or Transportation Employer and/or in any particular circumstance, by the final decision of any court of competent jurisdiction, then all portions and applications of this Ordinance not declared illegal, invalid or inoperative, shall remain in full force or effect to the maximum extent permissible under law.

RESOLUTION NO. 13-011

A RESOLUTION of the City Council of the City of SeaTac, Washington adopting an Interlocal Agreement between the City and the 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.

WHEREAS, the Association of Washington Cities Employee Benefit Trust (the “Trust”) is an entity to which contributions by cities and towns and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust (“Participating Cities and Towns,” and “Participating Non-City Entities”) and their employees can be paid and through which the Board of Trustees of the Trust (“Trustees”) provides one or more insured health and welfare benefit plans or programs to Participating Cities and Towns’ and Non-City Entities’ employees, their dependents and other beneficiaries (“Beneficiaries”), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code, providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and Participating Cities and Towns and Non-City Entities have determined that it is in the best interest of Participating Cities and Towns and Non-City Entities to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which other insured health and welfare benefit program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, the Association of Washington Cities Employee Benefit Trust Interlocal Agreement (the “Interlocal Agreement”) attached hereto creates a joint self-insured health and welfare benefit program (the “Health Care Program”) to be administered by the Trustees for the purposes of providing self-insured health benefits to Beneficiaries; and

WHEREAS, WAC 200-110-030 requires every local government entity participating in a joint self-insurance health and welfare benefit program to adopt such program by resolution; and

WHEREAS, Chapter 48.62 requires Health Care Program assets to be managed consistent with existing authority over use of municipal funds in RCW 35.39.030. The Trust will manage Health Care Program reserves in compliance with Chapter 48.62 RCW; RCW 35.39.030, and the Health Care Program Investment Policy; and

WHEREAS, all premium contributions for use in the Health Care Program are deposited into a designated account within the Trust, the Health Care Program Account (the "HCP Account"), and the HCP Account represents a pool of funds that is independent of all other Trust or AWC funds; and

WHEREAS, the Trust intends to manage the HCP Account assets in compliance with federal and state laws and the Interlocal Agreement; and

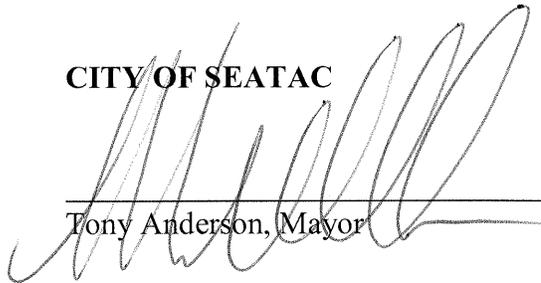
WHEREAS, the City of SeaTac believes it is in the best interest of the Health Care Program to allow the Trust to manage the HCP Account;

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

1. The Interlocal Agreement attached as Exhibit A creating the Health Care Program is hereby adopted and the City Manager is authorized to execute the agreement on behalf of the City;
2. That by adopting such Agreement, the City of SeaTac acknowledges that it shall be subject to assessments as required by the Health Care Program.

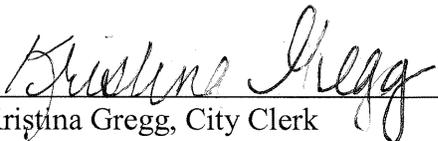
PASSED this 22 day of October, 2013 and signed in authentication thereof on this 22 day of October, 2013.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[AWC-EBT-HCPMemberResolution-2013]

**ASSOCIATION OF WASHINGTON CITIES EMPLOYEE BENEFIT TRUST
HEALTH CARE PROGRAM
INTERLOCAL AGREEMENT**

This Agreement is made and entered into in the State of Washington by and among the Association of Washington Cities Employee Benefit Trust (the "Trust") and cities and towns, and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust ("Participating Cities and Towns," or "Participating Non-City Entities"), all of whom are signatories to this Agreement.

RECITALS

WHEREAS, the Trust is an entity to which contributions by Participating Cities and Towns and Non-City Entities (defined below) and Participating Employees (defined below) are paid and through which the Board of Trustees provides one or more insured health and welfare benefit plans or programs to Participating Employees, their covered dependents and other beneficiaries ("Beneficiaries"), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code ("VEBA"), providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and the Participating Cities and Towns have determined that it is in the best interest of Participating Cities and Towns to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which health and welfare benefit plan or program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement (defined below) to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, each local government entity that is a signatory hereto, as required by WAC 200-110-030, acts upon the authority of a resolution adopting this Agreement and the Health Care Program (defined below) created herein;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

EXHIBIT "A"

ARTICLE 1

DEFINITIONS

The following are definitions of terms used in the Agreement. Unless indicated otherwise, other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

- 1.1 **Agreement** means this Interlocal Agreement entered into under the authority of Chapter 39.34 RCW and as required by RCW 48.62.031(2) between the Trust and Participating Employers.
- 1.2 **Association of Washington Cities** or **AWC** means the Association of Washington Cities, a not-for-profit membership association established pursuant to the laws of the state of Washington for the purpose of providing various services to and on behalf of its member cities.
- 1.3 **Association of Washington Cities Employee Benefit Trust** or the **Trust** means the trust and all property and money held by such entity, including all contract rights and records, established for the sole purpose of providing life, sick accident or other health and welfare benefits to Participating Employees, their covered dependents and other beneficiaries, and which is approved by the Internal Revenue Service as a VEBA.
- 1.4 **Employee Benefits Advisory Committee** or **EBAC** means the committee defined in Article V of the Trust Agreement that may be delegated responsibility by the Board of Trustees, including but not limited to: overseeing the operations of the Health Care Program, analyzing and developing annual premium levels and benefit coverage changes for recommendation to the Board of Trustees and performing other duties necessary to ensure that the needs of Participating Employers are met and the long-term financial health of the Health Care Program is maintained.
- 1.5 **Health Care Program** means the joint self-insurance program offering self-insured health benefit options through the HCP Account.
- 1.6 **HCP Account** means a designated account within the Trust and created by this Agreement, the Trust Agreement and Trust Health Care Program policies all under the authority of Chapter 48.62 RCW to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries and further described in Article 6.
- 1.7 **Non-City Entity** means any public agency, public corporation, intergovernmental agency or political subdivision, within the state of Washington that meets the requirements of Article IX, Section 1(c)(ii) and (iii) of the Trust Agreement for participation in the Health Care Program.
- 1.8 **Participating City** means any city or town within the state of Washington that meets the requirements of Article IX, Section 1(a) or Section 1(b) of the Trust Agreement.

- 1.9 **Participating Employee** means any individual employed by a Participating Employer and for whom the Participating Employer makes contributions to the Trust, and any individual who may have been so employed but is subsequently laid off, terminated, or retired.
- 1.10 **Participating Employer** means a Participating City or Non-City Entity that is also a party to this Agreement.
- 1.11 **Resolution** means the resolution adopted by each Participating City or Non-City Entity that authorizes the Health Care Program.
- 1.12 **State Risk Manager** or **Risk Manager** means the risk manager of the Risk Management Division within the Department of Enterprise Services.
- 1.13 **Stop Loss Insurance** or **Reinsurance** means a promise by an insurance company that it will cover losses of the Health Care Program over and above an agreed-upon individual or aggregated amount, which definition shall be modified by any changes to the definition of stop loss insurance in WAC 200-110-020.
- 1.14 **Third-Party Administrator** means the independent association, agency, entity or enterprise which, through a contractual agreement, provides one or more of the following ongoing services to the Health Care Program: pool management or administration services, claims administration services, risk management services, or services for the design, implementation, or termination of an individual or joint self-insurance program.
- 1.15 **Trust Agreement** means the Trust Agreement Governing the Trust amended and restated July 1, 2013, and any subsequent amendments thereto.
- 1.16 **Trustees** or **Board of Trustees** means the following individuals and their successors, who together, govern the Trust and the Health Care Program:
- 1.16.1 the AWC President and the AWC Vice President;
 - 1.16.2 the EBAC Chair and the EBAC Vice Chair; and
 - 1.16.3 an individual elected pursuant to the procedures in Article III, Section 5 of the Trust Agreement to serve as the trustee from one of the following regions:
 - (a) North East Region (known as the “North East Region Trustee”);
 - (b) North West Region (known as the “North West Region Trustee”);
 - (c) South East Region (known as the “South East Region Trustee”); and
 - (d) South West Region (known as the “South West Region Trustee”).

Individuals from Non-City Entities are not eligible to serve as Trustees.

ARTICLE 2

PURPOSE

This Agreement is entered into for the purpose of authorizing the Health Care Program created by the Trust to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries. The Health Care Program shall comply with the statutory provisions found in Chapters 48.62 and 39.34 RCW and the regulatory requirements contained in WAC 200-110 applicable to joint self-insurance programs.

ARTICLE 3

PARTIES

Each party to this Agreement certifies that it intends to participate in the Health Care Program. Participating Employers are signatories of this Agreement to become effective on a date to be mutually determined (the "Effective Date") and with such other Participating Cities and Non-City Entities as may later be added to and become signatories to this Agreement.

ARTICLE 4

DURATION OF AGREEMENT

- 4.1 This Agreement shall become effective on the Effective Date.
- 4.2 This Agreement shall have perpetual duration unless terminated as hereinafter provided.

ARTICLE 5

MEMBERSHIP COMPOSITION

The Health Care Program shall be open to Participating Cities and Non-City Entities. Participation in the Health Care Program is voluntary and not a requirement of AWC membership. The Board of Trustees shall provide for the reasonable admission of new Participating Cities and Non-City Entities.

ARTICLE 6

HCP ACCOUNT

- 6.1 All premium contributions by Participating Employers, Non-City Entities and Participating Employees for use in the Health Care Program are deposited into the HCP Account.
- 6.2 The HCP Account represents a pool of funds that is independent of all other Trust or AWC funds and independent of all other Participating Employer and Non-City Entity funds. The funds deposited into the HCP Account are held, managed and expended only for the Health Care Program and reasonable expenses, consistent with applicable state

and federal statutes and rules governing joint self-insurance programs and self-insurance programs generally.

- 6.3 The HCP Account is subject to audit by the State Auditor's Office.

ARTICLE 7

TRUSTEE POWERS RELATED TO HEALTH CARE PROGRAM

The Board of Trustees is provided with the powers and functions established under RCW 48.62.031 to accomplish the following:

- 7.1 Promote the economical and efficient means by which health benefits coverage is made available to Participating Employers and Non-City Entities and provided to Participating Employees, their covered dependents and other beneficiaries;
- 7.2 Protect the financial integrity of the Health Care Program through purchase of Stop Loss Insurance or Reinsurance in such form and amount as needed;
- 7.3 Contract for or otherwise provide risk management and loss control services;
- 7.4 Contract for or otherwise provide legal counsel for the defense of claims and other legal services;
- 7.5 Consult with the state insurance commissioner and the State Risk Manager;
- 7.6 Obligate the Participating Employers and Non-City Entities to pledge revenues or contribute money to secure the obligations or pay the expenses of the Health Care Program, including the establishment of a reserve or fund for coverage; and
- 7.7 Exercise all other powers and perform all other functions reasonably necessary to carry out the purposes of the Health Care Program, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 8

ORGANIZATION OF HEALTH CARE PROGRAM

- 8.1 The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Trustees or any delegates review and analyze Health Care Program-related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW.
- 8.2 The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 9

RESPONSIBILITIES OF THE TRUSTEES

- 9.1 The Board of Trustees shall discharge its responsibilities under this Agreement as follows:
- 9.1.1 Provide for the efficient management and operation of the Health Care Program;
 - 9.1.2 Provide for health benefit coverage options for Participating Employees, their covered dependents and other beneficiaries;
 - 9.1.3 Determine the level of Stop Loss Insurance or Reinsurance coverage for claims expenses above the amounts deemed appropriate for self-insurance;
 - 9.1.4 Ensure that the Health Care Program meets required state and federal statutes and rules;
 - 9.1.5 Contract with vendors required to meet the responsibilities established by the Trust Agreement, Health Care Program policies, and applicable state and federal statutes and rules;
 - 9.1.6 Maintain the balance between meeting the Health Care Program needs of Participating Employers and the long-term financial integrity of the Health Care Program;
 - 9.1.7 Prepare an annual financial report on the operations of the Health Care Program; and
 - 9.1.8 Provide for other services deemed appropriate by the Board of Trustees to meet the purposes of this Agreement.
- 9.2 The Board of Trustees may delegate the responsibilities described in this Article 9 to the EBAC or other delegates at its complete discretion.

ARTICLE 10

RESPONSIBILITIES OF THE PARTICIPATING EMPLOYERS

In order to participate in the Health Care Program, Participating Employers shall:

- 10.1 Be a Participating City or Non-City Entity in good standing and comply with the requirements of admission or qualification as established by the Board of Trustees;
- 10.2 Adopt this Agreement by Resolution, agreeing to its terms and provisions;
- 10.3 Submit the Resolution and Agreement to the Trust;

- 10.4 Read the terms, conditions and representations set forth in the application agreement related to participation in the Health Care Program;
- 10.5 Designate an employee of the Participating Employer to be a contact person for all matters relating to the Participating Employer's participation in the Health Care Program;
- 10.6 Pay premiums for the Health Care Program to the Third-Party Administrator no later than the tenth day of the month in which the premium is due;
- 10.7 By formal action of the legislative body of the Participating Employer, approve policies and procedures necessary to secure protected health information ("PHI") in accordance with Chapter 70.02 RCW and the Health Insurance Portability and Accountability Act ("HIPAA") privacy and security rules, codified at 45 C.F.R. Parts 160-164;
- 10.8 Provide the Health Care Program with such information or assistance as is necessary for the Health Care Program to meet its responsibilities under this Agreement; and
- 10.9 Cooperate with and assist the Health Care Program and any insurer of Stop Loss Insurance or Reinsurance, in all matters relating to the administration and operation of the Health Care Program and all matters relating to this Agreement.
- 10.10 Comply with all bylaws, rules, regulations and policies adopted by the Board of Trustees relating to the Health Care Program.

ARTICLE 11

RESERVE FUND INVESTMENT

All reserve fund investments from the HCP Account shall be made in a manner that is consistent with RCW 48.62.111, Chapter 39.59 RCW, WAC 200-110-090 and the Health Care Program Investment Policy.

ARTICLE 12

FINANCIAL RECORDS

- 12.1 The Board of Trustees shall develop estimated revenue and expenditures to establish a budget for each fiscal year covering January 1 through December 31 annually. Actual Health Care Program revenues and expenditures shall be monitored monthly by the Board of Trustees and reported at its quarterly meetings.
- 12.2 The accounting records of the Health Care Program are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The Health Care Program also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. Once reviewed and approved by the

Office of the State Auditor the year-end financial report is transmitted to the Office of the State Risk Manager.

- 12.3 Financial records of the Health Care Program shall be subject to audit by the Office of the State Auditor. Year-end financial reports and audit results shall be made available to interested parties. The Health Care Program shall provide financial information as required by state statute and rule to the Office of the State Risk Manager.

ARTICLE 13

PARTICIPATING EMPLOYER TERMINATION AND WITHDRAWAL

- 13.1 A Participating Employer must remain in good standing with the Trust and adhere to the requirements of this Agreement. In the event that a Participating Employer fails to be a Participating City or Non-City Entity in good standing, participation in the Health Care Program shall automatically terminate without notice as shall all health and welfare benefits provided through the Health Care Program.
- 13.2 The Board of Trustees may take action to terminate membership or deny membership in the Health Care Program where it determines that such termination or denial is in the best interest of the Health Care Program
- 13.3 When a Participating Employer's eligibility in the Health Care Program is affected due to merger or annexation, the affected Participating Employer may petition the Board of Trustees to remain in the Health Care Program.
- 13.4 A Participating Employer may only withdraw its participation in the Health Care Program at the end of the calendar year and must provide written notice to the Trust at least thirty-one (31) days in advance of the end of the calendar year (December 31st).
- 13.5 In the event of withdrawal or non-renewal, the Health Care Program will cover any of the Participating Employer's remaining outstanding Health Care Program claims expenses incurred prior to the Participating Employer's withdrawal from or non-renewal in the Health Care Program.
- 13.6 No Participating Employer, because of withdrawal or any other reason, has any right or interest in the HCP Account because of its nature as a rate stabilization fund. In the event any Participating Employer withdraws from the Health Care Program, its Participating Employees, their covered dependents and other beneficiaries and any Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (COBRA) participants and contract personnel and dependents approved by the Board of Trustees, shall forfeit all right and interest to the HCP Account.

ARTICLE 14

TERMINATION OF HEALTH CARE PROGRAM

- 14.1 In the event the Health Care Program is terminated, the Board of Trustees shall distribute the remaining funds in the HCP Account to the Trust or any successor association authorized by Chapter 39.34 RCW for like purposes for use in any program with similar purposes.
- 14.2 Upon termination, this Agreement and the HCP Account shall continue for the purpose of paying remaining outstanding claims and expenses and fulfilling all other functions necessary to complete the business of the Health Care Program.

ARTICLE 15

MEETINGS, NOTICES AND COMMUNICATIONS

- 15.1 The Board of Trustees and the EBAC, if any responsibilities for Trust management have been delegated thereto, shall provide notice of their regular and special meetings and hold their meetings in accordance with Chapter 42.30, RCW Open Public Meetings Act.
- 15.2 Communications with Participating Employers may occur using mail, email or posting on the Health Care Program website. The website shall be partitioned to provide information for the general public and information specific to Participating Employers and their employees.
- 15.3 Communications may come directly from the Health Care Program, through the Third-Party Administrator or through another vendor on behalf of the Health Care Program.

ARTICLE 16

AMENDMENTS TO INTERLOCAL AGREEMENT

- 16.1 The Board of Trustees shall review and analyze any proposed amendment to this Agreement. An amendment may be proposed for review by any party to this Agreement.
- 16.2 The Board of Trustees upon its discretion may take action by resolution on any amendment at any regular meeting of the Board of Trustees.

ARTICLE 17

PROHIBITION ON ASSIGNMENT

- 17.1 No Participating Employer may assign any right or claim of interest it may have under this Agreement.

- 17.2 No creditor, assignee or third-party beneficiary of any employer shall have the right, claim or title to any party, share, interest, premium or asset of the Trust, HCP Account or the Health Care Program.

ARTICLE 18

HEALTH CLAIM DISPUTES AND APPEALS

In the event that a dispute arises over a health claim, the procedures, adjudication requirements and administrative remedies shall be found in the Health Care Program's plan document applicable to the Health Care Program covering the claimant.

ARTICLE 19

PLAN ADMINISTRATION DISPUTES AND APPEALS

- 19.1 In the event that a dispute arises between a Participating Employer and the Health Care Program, the Participating Employer shall document the circumstances causing the dispute and submit a written request for review of the disputed circumstances to the Board of Trustees. Upon review of such information, the Board of Trustees shall attempt to resolve the dispute.
- 19.2 If the Board of Trustees' resolution to the dispute is deemed unsatisfactory, then alternative dispute resolution through mediation or binding arbitration may be necessary.

ARTICLE 20

ENFORCEMENT OF TERMS OF AGREEMENT

- 20.1 The Board of Trustees may enforce the terms of this Agreement.
- 20.2 In the event legal action is initiated to enforce any term or provision of this Agreement against any present or previous Participating Employer, the prevailing party shall receive such reimbursement of costs as the court deems reasonable for attorneys' fees and costs related to the relevant legal action.

ARTICLE 21

DEFAULT

- 21.1 If any Participating Employer fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after the Board of Trustees has given the Participating Employer written notice describing such failure, the Participating Employer shall be considered in default.
- 21.2 Upon default, the Board of Trustees may immediately cancel the Participating Employer's participation in the Health Care Program without additional notice or exercise some other remedy otherwise provided by law.

21.3 The rights and remedies of the Board of Trustees are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

ARTICLE 22

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute a waiver or right to demand payment of all sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 23

CONTRACT MANAGEMENT

The Health Care Program shall designate a person to whom the State Risk Manager shall forward legal process served upon the Risk Manager; **The AWC Chief Executive Officer** (designee or successor). **The Health Care Program Director** shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

ARTICLE 24

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 25

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 26

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 27

AGREEMENT COMPLETE

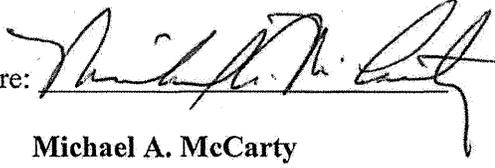
This Agreement and the documents referenced herein contains all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

**Association of Washington Cities
Employee Benefit Trust**

Participating Employer

Signature: 

Name: **Michael A. McCarty**

Title: Chief Executive Officer

Date: August 30, 2013

Signature: _____

Name (print): _____

Title: _____

Date: _____

Effective Date: January 1, 2014

RESOLUTION NO. 13-012

A RESOLUTION of the City Council of the City of SeaTac, Washington, granting Comcast of Washington IV, Inc. 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.

WHEREAS, Comcast operates a cable television system in the City of SeaTac; and

WHEREAS, the City Council has determined that is appropriate to grant a new franchise to Comcast allowing for the continued operation of a cable television system in the City;

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

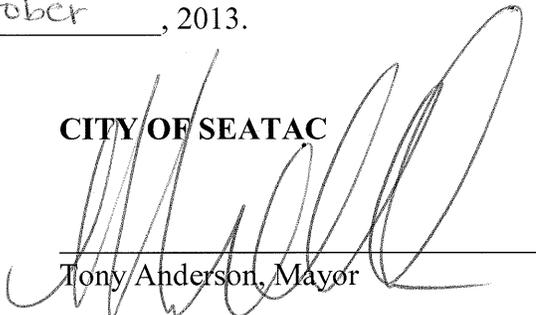
WASHINGTON HEREBY RESOLVES as follows:

1. The City hereby grants a non-exclusive franchise to Comcast of Washington IV, Inc. for the operation of a cable system in the City. The City Manager is authorized to execute, on behalf of the City, a franchise agreement with Comcast of Washington IV, Inc, generally in the form attached to this Resolution as Exhibit A; and

2. The City Manager is authorized to execute, on behalf of the City, a fiber use agreement with Comcast of Washington IV, Inc, generally in the form attached to this Resolution as Exhibit B.

PASSED this 22 day of October, 2013 and signed in authentication thereof on this 22 day of October, 2013.

CITY OF SEATAC



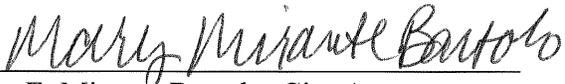
Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:

A handwritten signature in cursive script that reads "Mary E. Mirante Bartolo". The signature is written in black ink and is positioned above a horizontal line.

Mary E. Mirante Bartolo, City Attorney

[Sound Transit Development Agreement Amendment #2]

THE CITY OF SEATAC, WASHINGTON
CABLE TELEVISION FRANCHISE

EXHIBIT "A"

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CABLE TELEVISION FRANCHISE

This Cable Television Franchise ("Franchise") is entered into this ____ day of _____, 20__ , by and between the City of SeaTac, Washington, a municipal corporation, (hereinafter "City") and Comcast of Washington IV, Inc. (hereinafter "Grantee"). The City and Grantee are sometimes referred to hereinafter collectively as the "parties."

WHEREAS, the City has reviewed Grantee's performance under the prior franchise and the quality of service during the prior franchise term, has identified the future cable-related needs and interests of the City and its citizens, and has determined that Grantee's plans for operating and maintaining its Cable System are adequate; and

WHEREAS, the public has had adequate notice and opportunity to comment on this Franchise during a public proceeding; and

WHEREAS, the City has a legitimate and necessary regulatory role in ensuring the availability of state-of-the-art cable communications service, the high technical capability and reliability of a cable system in the Franchise Area, the availability of local programming and quality customer service; and

WHEREAS, diversity in Cable Service is an important policy goal and the Grantee's Cable System should offer a broad range of programming services; and

WHEREAS, flexibility to respond to changes in technology and Subscriber interests within the Cable Service market should be an essential characteristic of this Franchise; and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive franchises to construct, operate and maintain a Cable System within the boundaries of the City.

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Grantee do hereby agree as follows:

SECTION 1. DEFINITIONS

For the purposes of this Franchise and the Exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

1.1 "Affiliate" when used in connection with Grantee means any Person who owns or controls, is owned or controlled by, or is under common ownership with, Grantee.

1.2 "Basic Service" means the lowest tier of Cable Service that includes, at a minimum, the retransmission of local television broadcast signals and access programming.

1.3 "Cable Operator" means any Person, including Grantee, who provides Cable Service over the Cable System and directly or through one or more affiliates owns a significant interest in such Cable System or who otherwise control(s) or is(are) responsible for, through any arrangement, the management and operation of such a Cable System.

1.4 "Cable Service" means the one-way transmission to Subscribers of video programming, or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.5 "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided within the Franchise Area.

1.6 "City" means the City of SeaTac, Washington, a municipal corporation.

1.7 "FCC" means the Federal Communications Commission or its lawful successor.

18 "Franchise" means this document, a contractual agreement, and any amendments and modifications thereto executed between the City and Grantee, containing the specific provisions of the authorization granted to operate a Cable System in the City.

1.9 "Franchise Area" means the area within the jurisdictional boundaries of the City, including any areas served by Franchisee and annexed by the City during the term of this Franchise.

1.10 "Grantee" shall mean Comcast of Washington IV, Inc.

1.11 "Gross Revenues" means any and all revenue derived by the Grantee or its Affiliates from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles.

(A) Gross revenues shall include but shall not be limited to the following:

- 1) fees charged for Basic Services;
- 2) fees charged to Subscribers for any service tier other than Basic Service;
- 3) fees charged for premium Channels(s), e.g. HBO, Cinemax, or Showtime;
- 4) fees charged to Subscribers for any optional, per-Channel, or per-program services and other video fees;
- 5) FCC regulatory fees;
- 6) charges for installation, additional outlets, relocation, disconnection, reconnection, and change-in-service fees for Cable Service;
- 7) fees for service calls;
- 8) revenues from rentals or sales of Customer equipment, including converters (e.g. set top boxes, high definition converters, and digital video recorders) or other Cable System equipment and remote control devices;
- 9) advertising sales revenue (including local, regional and a pro rata share of national advertising carried on the Cable System in the Franchise Area) net of commissions due to advertising agencies that arrange for the advertising buy, as calculated under GAAP;

- 10) revenues from the sale of program guides;
- 11) revenue from leased Access channels;
- 12) revenues from home shopping channels;
- 13) late payment fees and administrative fees; and
- 14) Franchise Fees.

(B) Gross Revenue shall not include:

- 1) refundable deposits;
- 2) Bad Debt; provided, however, that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected;
- 3) any taxes, fees or assessments on services furnished by the Grantee which are imposed directly on any Subscriber or user by any governmental authority and which are collected by the Grantee on behalf of the said governmental unit; or
- 4) the PEG Capital Contributions as required by this Franchise.

1.12 "Headend" means Grantee's primary facility for signal reception and dissemination on the Cable System, including cables, antennas, wires, satellite dishes, monitors, switchers, modulators, processors and other related equipment.

1.13 "PEG" means Public, Educational and Government access.

1.14 "Person" means any individual, partnership, association, joint stock company, trust, corporation, or governmental entity, but shall not mean the City.

1.15 "Premium Service" means programming (movie channels such as HBO) for which a periodic subscription fee is charged.

1.16 "Right-of-Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public Right-of-Way, including, but not limited to, utility easements, dedicated utility strips, or Right-of-Way dedicated for compatible uses now or hereafter held by the City in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, upgrading and maintaining the Cable System. Right-of-Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel or for utility or public service use dedicated for compatible uses.

1.17 "School" means any State accredited public educational institution K-12.

1.18 "State" means the State of Washington.

1.19 "Subscriber" means any Person who lawfully receives Cable Service provided by Grantee by means of the Cable System and whose premises are physically wired and lawfully activated to receive Cable Service from Grantee's Cable System.

SECTION 2. GRANT OF FRANCHISE

2.1 Grant

(A) The City hereby grants to Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Right-of-Ways within the Franchise Area, and for that purpose to install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Right-of-Way such wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment and use existing poles as may be necessary or appurtenant for the deployment of Cable Services over the Cable System. This Franchise shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

(B) Grantee, through this Franchise, is granted the right to operate its Cable System using the Right-of-Ways and utility easements dedicated to compatible uses within the Franchise Area. Subject to federal and State preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to any ordinance, regulation, resolution or other enactment of the City, except within the lawful exercise of the City's police power. In the event of a conflict between the SeaTac Municipal Code and this Franchise, this Franchise shall control. Grantee has the right to challenge any City ordinance or regulation that conflicts with its rights under this Franchise. Grantee acknowledges that its rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to protect the health, safety and welfare of the public, and Grantee agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to such power.

(C) Grantee guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate of the Grantee offering Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Franchise.

(D) No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

(1) Any other permit or authorization lawfully required for the purpose of conducting business within the City pursuant to the ordinances and laws of the City; or

(2) Any permit, agreement or authorization lawfully required by the City for rights-of-way users in connection with operations on or in rights-of-way or public property including, by way of example and not limitation, street cut permits; or

(3) Any permits or agreements for occupying any other property of the City to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

(E) This Franchise is intended to convey limited rights and interests only as to those rights-of-ways in which the City has an actual interest. It is not a warranty of title or interest in any

rights-of-way; it does not provide the Grantee with any interest in any particular location within the rights-of-way; and it does not confer rights other than as expressly provided in the grant hereof.

(F) This Franchise expressly authorizes Grantee to provide Cable Services over its Cable System. This Franchise is not a bar to imposition of any lawful conditions on Grantee with respect to non-Cable services. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide non-Cable services or relieve Grantee of its obligation to comply with any such authorization(s) that may be lawfully required. However, this Franchise shall not be read as a concession by the Grantee that it needs authorization to provide non-Cable Services.

2.2 Duration

The term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be ten (10) years from the effective date of this Franchise, unless extended or terminated as hereinafter provided.

2.3 Effective Date

The effective date of this Franchise shall be twenty (20) days after publication following the adoption of this Franchise by the City's City Council, unless Grantee fails to file with the City an unconditional written acceptance of this Franchise and post the security required hereunder within sixty (60) days of the effective date of this Franchise, in which event this Franchise shall be voidable.

2.4 Franchise Nonexclusive

This Franchise shall be nonexclusive, and subject to all prior rights, interests, easements, permits or licenses granted by the City to any Person to use any property for any purpose whatsoever, including the right of the City to use the same for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. The City may at any time grant authorization to use the Right-of-Ways for any purpose not incompatible with Grantee's authority under this Franchise and for such additional franchises for cable systems as the City deems appropriate.

2.5 Effect of Acceptance

By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) agrees that it will not oppose the City's intervening, to the extent that the City is legally entitled to do so, in any legal or regulatory proceeding affecting the Cable System; (3) accepts and agrees to comply with each and every provision of this Franchise; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

2.6 Competitive Equity

(A) The Grantee acknowledges and agrees that the City reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, the City agrees that it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant within ninety (90) days of the Grantee's request, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: franchise fees; insurance; system build-out requirements; security instruments; access channel and support; customer service standards; required reports and

related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the City which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise, the City agrees that it shall amend this Franchise to include any more favorable or less burdensome terms or conditions in a manner mutually agreed upon by City and Grantee.

(B) In the event an application for a new cable television franchise is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall serve or require to be served a copy of such application upon the Grantee by registered or certified mail or via nationally recognized overnight courier service.

(C) In the event that a wireline multichannel video programming distributor provides video service to the residents of the City under the authority granted by federal or State legislation or other regulatory entity, the Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such wireline competitor; (2) identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The City shall not unreasonably withhold consent to the Grantee's petition.

SECTION 3. FRANCHISE FEES AND FINANCIAL CONTROLS

3.1 Franchise Fees

As compensation for the use of the City's Right-of-Ways, Grantee shall pay as a franchise fee to the City, throughout the duration of this Franchise, an amount equal to five percent (5%) of Grantee's Gross Revenues, pursuant to 47 U.S.C. § 542. Accrual of such franchise fees shall commence as of the effective date of this Franchise.

3.2 Payments

Grantee's franchise fee payments to the City shall be computed quarterly for the preceding quarter. Each payment shall be due and payable no later than thirty (30) days after the end of the preceding quarter, after which time interest will accrue. The quarters shall end respectively on the last day of March, June, September and December. Subsequent to the payment, Grantee shall submit a written report to the City, verified by an authorized representative of Grantee, containing an accurate statement in summarized form that includes a breakdown by category of Grantee's Gross Revenues and the computation of the payment amount.

3.3 Acceptance of Payment

No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Grantee.

3.4 Audits

Upon forty-five (45) days prior written notice, the City shall have the right to conduct an annual independent audit of Grantee's records necessarily related to the enforcement of this Franchise and

to recompute any amounts determined to be payable under this Franchise. If Grantee cooperates in making all relevant records available to the City, the City will attempt to complete each audit within six (6) months, and the audit period shall be no greater than the previous three (3) years, unless the City has information relating to previous years beyond the three (3) years which raises doubt as to the accuracy of payments made under this or previous franchises in which case an additional three (3) years may be audited. Any undisputed amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to the Grantee by the City, which notice shall include a copy of the audit findings. If the audit shows that franchise fees have been underpaid by five percent (5%) or more in any calendar year, Grantee shall pay the cost of the audit in an amount not to exceed five thousand dollars (\$5,000) per year being audited for a maximum of 3 years. If Grantee disputes all or part of the audit findings, then the parties shall meet in an attempt to resolve the matter. If the parties are unable to resolve the matter, then either of the parties may refer that matter to non-binding arbitration. Each party shall bear one-half of the costs and expenses of the arbitration proceedings. The decision of the arbitrator(s) shall be subject to judicial review at the request of either party.

3.5 Late Payments

In the event any payment due the City is not timely made, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law, from the payment due date until the City receives the payment.

3.6 Underpayments

If a franchise fee underpayment is discovered as the result of an audit, Grantee shall pay, in addition to the amount due, interest at the maximum allowed rate as provided under State law, calculated from the date the underpayment was originally due until the date the City receives the payment.

3.7 Maximum Franchise Fees

The parties acknowledge that, at present, applicable federal law limits the City to collecting a franchise fee of five percent (5%) of Gross Revenues in a 12-month period. In the event that at any time throughout the term of this Franchise, the City is authorized to collect an amount in excess of five percent (5%) of Grantee's Gross Revenues and the City elects to do so, then this Franchise shall be amended by the parties consistent with such change provided however that all other Cable Operators within the Franchise Area are treated similarly. Conversely, in the event that at any time throughout the term of this Franchise, the City may only collect an amount which is less than five percent (5%) of Grantee's Gross Revenues for franchise fees due to a change in federal law, then this Franchise shall be amended by the parties consistent with such change to provide for such lesser percentage.

3.8 Additional Commitments Not Franchise Fees

No term or condition in this Franchise shall in any way modify or affect Grantee's obligation to pay franchise fees. Although the total sum of franchise fee payments and additional commitments set forth elsewhere in this Franchise may total more than five percent (5%) of Grantee's Gross Revenues in any 12-month period, Grantee agrees that the additional commitments herein are not franchise fees, nor are they to be offset or credited against any franchise fee payments due to the City, nor do they represent an increase in franchise fees to be passed through to Subscribers.

3.9 Tax Liability

The franchise fees shall be in addition to any and all taxes or other levies or assessments which are now or hereafter required to be paid by businesses in general by any law of the City, the State or the United States including, without limitation, sales, use, utility, occupation and other taxes.

3.11 Cable and Non-Cable Services

In the event that Grantee offers Cable Services and non-Cable Services to its subscribers in the City, and those services are included in one monthly bill to each subscriber, then Grantee shall clearly itemize each of the respective services on the bill. The rates for Cable Service shall accurately reflect the rate card rates less discounts, if any exist.

3.12 Discounts on Bundled Services

To the extent discounts reduce revenues includable for purposes of calculating franchise fees, the Franchisee may not unfairly or unlawfully allocate discounts for bundled services for the purpose of evading payment of franchise fees to the City.

SECTION 4. ADMINISTRATION AND REGULATION

4.1 Authority

(A) The City shall be vested with the power and right to administer and enforce the requirements of this Franchise and the regulations and requirements of applicable law or to delegate that power and right, or any part thereof, to the extent permitted under law, to any agent in the sole discretion of the City.

(B) Nothing in this Franchise shall expand or limit the City's right of eminent domain under State law.

4.2 Rate Regulation

All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the effective date shall be in accordance with applicable law.

4.3 Low Income Discount

The Grantee voluntarily agrees to offer a discount to those individuals who are low income (according to applicable federal guidelines) and either permanently disabled or 65 years of age or older and who are the legal owners or tenants of the Dwelling Unit. Such discounts will consist of thirty percent (30%) off of Basic Service or the Basic Service portion of digital service packages when not discounted by inclusion in other promotional or programming package rates at which time the promotional or programming package rate will apply.

4.4 Leased Access Channel Rates

Grantee shall offer leased access channel capacity on such terms and conditions and rates as may be negotiated with each lessee, subject to applicable law. Upon request, Grantee shall provide a complete schedule of current rates and charges for all leased access channels, or portions of such channels, provided by Grantee.

SECTION 5. INDEMNIFICATION AND INSURANCE REQUIREMENTS

5.1 Indemnification

(A) General Indemnification. Grantee shall indemnify, defend and hold harmless the City, and its officers, officials, boards, commissions, agents and employees (while acting in an official capacity) from any action, claim, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' fees and expenses, arising from the death of, injury, casualty or accident to, as applicable, a Person, equipment or property arising out of, or by reason of, any construction, excavation, operation, maintenance, repair, reconstruction, upgrade, rebuild, upkeep or removal of the Cable System, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee, its agents or employees, except for injuries and damages caused by the sole negligence of the City. Grantee shall consult and cooperate with the City while conducting its defense of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver.

(B) Procedures and Defense. The City shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. If a claim or action arises, the City or any other indemnified party shall then tender the defense of the claim to Grantee within six (6) business days of receipt of such notice, which defense shall be at Grantee's expense. The City may participate in the defense of a claim and, in any event, Grantee may not agree to any settlement of claims financially affecting the City without the City's prior written approval, which approval shall not be unreasonably withheld.

(C) Expenses. If separate representation to fully protect the interests of both parties is necessary, such as conflict of interest between the City and the counsel selected by Grantee to represent the City, Grantee shall pay the expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Grantee. The City's expenses shall include all out-of-pocket expenses that are necessary for the City's defense, such as consultants' fees, and shall also include the reasonable value of any services rendered by the City Attorney or his/her assistants or any employees of the City or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee.

(D) Indemnification of the Grantee. To the extent permitted by law, the City shall indemnify, defend and hold harmless the Grantee for claims arising out of the City's use of the Government Access Channels and Emergency Alert System usage by the City.

(E) The grant of this Franchise shall have no effect on the Grantee's duty under the prior franchise to indemnify or insure the City against acts and omissions occurring during the period that the prior franchise was in effect.

5.2 Insurance Requirements

Throughout the term of this Franchise, the Grantee shall, at its own cost and expense, maintain comprehensive general liability insurance and provide the City certificates of insurance designating the City as additional insured and demonstrating that the Grantee has obtained the insurance required herein.

Minimum Insurance Limits. Grantee must keep insurance in effect in accordance with the minimum insurance limits herein set forth:

- (1) Commercial General Liability: Two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage.
- (2) Automobile Liability: Two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- (3) Workers Compensation Insurance: In accordance with State law requirements.
- (4) Excess Liability or Umbrella Coverage: One million dollars (\$1,000,000).

Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the City.

5.3 Bonds

(A) Within sixty (60) days of the Effective Date of this Franchise, Grantee will provide a performance bond to the City, in the total sum of \$250,000, which will remain in effect for the term of this Franchise in a form acceptable to the City. The performance bond is to ensure the faithful performance of Grantee's obligations under the Franchise including the payment by the Grantee of any penalties, claims, liens, fees, or taxes due the City which arise by reason of the operation, maintenance, or construction of the Cable System within the Franchise Area, except as otherwise provided herein. Grantee shall comply with all additional bonding requirements as set forth in the SeaTac Municipal Code.

(B) Grantee's maintenance of the bond(s) shall not be construed to excuse unfaithful performance by Grantee, or limit the liability of Grantee to the amount of the bond(s), or otherwise limit the City's recourse to any other remedy available at law or in equity.

(C) If the Franchise is terminated, or upon expiration or transfer of the Franchise, the City will return the original bond or sign the necessary documentation to release the bond promptly if Grantee does not have any unexpired obligations with respect to right of way work and does not owe funds to the City or is not in default of a material provision of the Franchise.

SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standards

The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

6.2 Subscriber Privacy

Grantee will comply with privacy rights of Subscribers in accordance with federal, State and local laws.

SECTION 7. REPORTS AND RECORDS

7.1 Open Records

The City shall have access to, and the right to inspect, any books and records of Grantee and its Affiliates which are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise at the Grantee's regional business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. The City may, in writing, request copies of any such records or books that are not identified as proprietary or confidential, and Grantee shall provide such copies within thirty (30) days of the transmittal of such request. One copy of all reports and records required under this or any other Section shall be furnished to the City at the sole expense of Grantee. If the requested books and records are too voluminous, or identified as proprietary and confidential, or for security reasons cannot be copied or removed, then the City shall inspect them at Grantee's regional office, with any travel related expenses incurred in making such inspection shall be paid by Grantee.

7.2 Confidentiality

Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate of Grantee that is not providing Cable Service in the Franchise Area. The City agrees to keep proprietary or confidential books or records of Grantee confidential to the extent permitted by law. For confidential or proprietary books and records, Grantee shall accommodate the review of these books and records through a Non-Disclosure Agreement negotiated with a City designated third-party consultant. Grantee shall be responsible for clearly and conspicuously identifying the records as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential or proprietary and how it may be treated as such under State or federal law. The Grantee shall not be required to provide customer information in violation of Section 631 of the Cable Act or any other applicable federal or State privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. If the City receives a demand from any Person for disclosure of any information designated by Grantee as proprietary or confidential, the City shall, so far as consistent with applicable law, advise Grantee and provide Grantee with a copy of any written request by the Person demanding access to such information within five (5) business days.

7.3 Maps and Records Required

Grantee shall provide in a timely manner upon the City's request:

(A) A route map that depicts the general location of the Cable System facilities placed in the Right-of-Ways. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and service lines to individual Subscribers. The Grantee shall also provide, if requested, an electronic format of the aerial/underground facilities in relation to a Right-of-Way centerline reference to allow the City to add this information to City's geographic information system program.

(B) A copy of all FCC filings which relate to the operation of the Cable System in the Franchise Area; and

- (C) A copy of Grantee's Cable Services, rates and channel line-up.

7.4 Reports

Upon request, thirty (30) days after the end of the first quarter, Grantee shall submit to the City a written report, which shall include the following information:

- (A) The most recently completed annual corporate report;
- (B) A Gross Revenue statement for the preceding fiscal year and all deductions and computations for the period, and such statement shall be reviewed by a certified public accountant, who may also be the chief financial officer or controller of Grantee;
- (C) A summary of the previous year's activities regarding the development of the Cable System, including, but not limited to, homes passed, beginning and ending plant miles, any technological changes occurring in the Cable System and the number of Subscribers for each class of Cable Service;
- (D) A description of planned construction, if any, for the current year;
- (E) A summary of Subscriber complaints received in the previous year, however the City may request additional information pertaining to Subscriber complaints at any time during the term of this Franchise;
- (F) The number of homes for which cable is available; and
- (G) The number of Subscribers for each class of Cable Service (i.e., Basic and Digital Packages, etc.).

SECTION 8. PROGRAMMING

8.1 Broad Programming Categories

The Grantee shall offer to all Subscribers a diversity of video programming services.

8.2 Parental Control Device

Upon request by any Subscriber, Grantee shall make available a parental control or lockout device, trap or filter to enable a Subscriber to control access to both the audio and video portions of any or all channels. Such devices, traps or filters will be provided at no charge to the Subscriber, unless otherwise provided by federal law.

8.3 Ascertainment of Customer Satisfaction

In the event Grantee conducts a renewal ascertainment of its Subscribers, Grantee agrees to provide the result of said renewal ascertainment survey to the City within thirty (30) days of the completion thereof.

SECTION 9. ACCESS

9.1 Access Channels

(A) As of the effective date of this Franchise, the Grantee is providing and maintaining to the City three (3) access channels (Channels 21, 26 and 77) for the purposes of government, education and public access programming. The City individually programs the government access channel, Channel 21. Channel 26 is the education access channel and receives a feed from Puget Sound Educational Service District. Channel 77 is the Public Access Channel and receives a feed from Puget Sound Access.

(B) Under the terms of this Franchise, the Grantee shall continue to make available the two (2) access channels to facilitate the City's needs for government and public access Programming.

(C) The City acknowledges that the Grantee's Cable System provides additional benefits to access programming needs beyond the requirements listed above. This is accomplished through the inclusion of other regional access programming within the regional channel line-up that services the Franchise Area. The Grantee will endeavor to provide the Subscribers in the Franchise Area with the other regional access channels so long as the programmers offer them for use on the Cable System.

9.2 Control and Connectivity of Access Channels

(A) The City may authorize designated access providers to control, operate and manage the use of any and all access facilities provided by Grantee under this Franchise, including, without limitation, the operation of access channels. The City or its designee may formulate rules for the operation of the access channels, consistent with this Franchise.

(B) Regarding the City's and designated access providers use of access facilities and access channels, Grantee shall fully cooperate with requests from the City, and provide all necessary assistance related thereto.

(C) As of the effective date of this Franchise, the Grantee shall maintain all existing fiber optic return line(s) to facilitate the City's current access connectivity to Grantee's Headend and hubs. If the City desires to relocate or expand the fiber optic return line(s) to new location(s) over the term of this Franchise, upon one hundred twenty (120) days written request by the City and at the City's cost for Grantee's reasonable time and materials, the Grantee shall construct the requested new fiber optic return line(s).

9.3 Location and Quality of Access Channels

(A) All access channels provided to Subscribers under this Franchise shall be included by Grantee subject to applicable law.

(B) The parties agree that it is the responsibility of the designated access provider(s) to provide a quality PEG signal, to the Grantee at the point of demarcation, which meets or exceeds the FCC technical standards. Notwithstanding the forgoing, the Grantee agrees that it will deliver to subscribers a PEG signal of the same quality it receives from the designated access provider(s) without degradation and in accordance with the FCC technical standards. The Grantee is not precluded from down-converting the received PEG signals (i.e. HD to digital) nor is the Grantee

precluded from digitizing an analog PEG signal, all consistent with FCC technical standards. FCC technical standards shall be used for all testing and assessment of quality under this section.

(C) The Grantee shall provide Headend and hub equipment and routine maintenance and repair and replace, if necessary, any of Grantee's equipment required to carry the access signal to and from the City's and any other access origination point and the Grantee's Headend and hubs for the access channels.

(D) If Grantee makes a change in its Cable System and related equipment and facilities, or in its signal delivery technology, which directly or indirectly affects the signal quality or method or type of transmission of access programming or services, Grantee shall take necessary technical steps and provide necessary technical assistance, including the acquisition of all necessary equipment and full training of access personnel, to ensure that the capabilities of access channels and delivery of access programming are not diminished or adversely affected by such change. For example, live and taped programming must be cablecast with as good or better signal quality than existed prior to such change.

(E) Grantee shall provide as much notice as possible but not less than sixty (60) days advance written notice to the City prior to any relocation of an access channel. In connection with the movement of any of the City controlled access channel(s), Grantee shall provide a bill message on subscriber's bills.

9.4 Access Capital Contribution

(A) Grantee shall provide a capital contribution to the City for their reasonable access related community needs, including, without limitation, equipment purchases and construction and relocation costs. Within forty-five (45) days after the acceptance date of this Franchise by the Grantee, the Grantee shall place an amount of three cents (\$.03) per month on Subscriber billing statements (PEG Fee). From the total dollars received each month throughout the term of this Franchise, the Grantee will remit the monthly total to the City on the same quarterly schedule as franchise fee payments. The PEG Fee may be adjusted by the City upon providing written notice to Grantee at least ninety (90) days prior to implementation. However, the PEG Fee shall not exceed \$.25 per month during the term of this Franchise. Grantee shall not be responsible for paying the PEG Fee with respect to gratis or Bad Debt accounts. The City shall have discretion to allocate the PEG Fee in accordance with applicable law. To the extent the City makes access capital investments using City funds prior to receiving the monthly PEG Fee funds, the City is entitled to apply the subsequent monthly PEG Fee payments from Grantee toward such City capital investments. The City agrees that the PEG Fee may be treated as external costs under applicable federal law.

(B) Upon the Grantee's written request, the City shall submit a report annually on the use of the City specific access channel and capital PEG Fee. The City shall submit a report to the Grantee within one hundred twenty (120) days of a written request. The Grantee may review the records of the City regarding the use of the PEG Fee.

(C) The City shall dedicate the time, personnel and other resources needed to operate the access channel designated herein.

SECTION 10. GENERAL RIGHT-OF-WAY USE AND CONSTRUCTION

10.1 Right to Construct

Subject to the other provisions of this Franchise, Grantee may perform all construction in the Right-of-Ways and applicable easements for any facility needed for the maintenance, operation or extension of Grantee's Cable System.

10.2 General Standard

All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner. All equipment shall be durable and installed and maintained in accordance with good engineering practices and comply with applicable law.

10.3 Movement of Facilities During Emergencies

During emergencies, except those involving imminent danger to the public health, safety or welfare, the City shall provide notice to Grantee, at a designated emergency response contact number, to allow Grantee the opportunity to respond and rectify the problem without disrupting Cable Service. If after providing notice, there is no immediate response, the City may move Grantee's facilities, and the City may bill the Grantee for the cost, which shall be paid within 90 days. Should the Grantee and the City disagree about any billed costs, both parties agree to work together to resolve the dispute. If no agreement can be reached, either party may pursue appropriate legal action as allowed by law or under the terms of this Franchise.

10.4 One Call

The Grantee shall, at its own expense, participate in the call before you dig program required under State law.

10.5 Permits Required

Prior to doing any work in the Right-of-Way or other public property (which includes any lane closures or traffic control, and excludes installations or general maintenance that involves no construction and with no disruption to the use of the Right-of-Ways or other public property), Grantee shall apply for, and obtain, in advance, appropriate construction permits from the City. As part of the permitting process, the City may impose such conditions as are necessary for protecting any structures in such Right-of-Ways, and for providing for the proper restoration of such Right-of-Ways and to protect the public and the continuity of pedestrian or vehicular traffic. Grantee shall pay all generally applicable fees for the requisite City construction permits.

10.6 Emergency Permits

In the event that emergency repairs are necessary, Grantee may initiate such emergency repairs, and, if necessary, shall apply for appropriate permits within forty-eight (48) hours after discovery of the emergency.

10.7 Compliance with Applicable Codes

(A) City Codes. Grantee shall comply with all applicable City codes regarding the construction and use of the Right-of-Ways.

(B) Regulations and Safety Codes. Grantee shall comply with the National Electric Code, National Electrical Safety Code and Occupational Safety and Health Administration (OSHA) standards.

10.8 Least Interference

Work in the Right-of-Ways, or on other public property, shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and City residents. Grantee's Cable System shall be constructed and maintained in such a manner as not to interfere with sewers, water pipes or any other property of the City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been laid in the Right-of-Way by, or under, the City's authority. In the event of such interference, the City may require the removal or relocation of Grantee's lines, cables, equipment and other appurtenances from the property in question at Grantee's expense.

10.9 Poles & Undergrounding Requirements

(A) If all of the wires and lines of electric and telephone service providers in any given area within the Franchise Area are now or in the future placed underground, the Grantee shall place its Cable System distribution and service cables underground at Grantee's expense. In any part of the Franchise Area where the wires and lines of the electric and telephone service providers are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its distribution cables, or any part thereof, aerially or underground in that part of the Franchise Area. In areas where the electric and telephone service providers wiring is aerial, the Grantee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation. Nothing in this subsection shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as power supplies, or pedestals.

(B) This Franchise does not grant, give or convey to the Grantee the right or privilege to install its facilities in any manner on poles or equipment of the City or of any other Person.

10.10 Restoration of Property

(A) If in connection with the construction, operation, maintenance, upgrade, repair or replacement of the Cable System, the Grantee disturbs, alters, or damages any public property, the Grantee agrees that it shall at its own cost and expense pay for any damage and replace and restore any such property to a condition equal to or better than the condition existing immediately prior to the disturbance.

(B) Grantee shall warrant any restoration work performed by or for Grantee in the Right-of-Way or on other public property for one (1) year, unless a longer period is required by the municipal code or any generally applicable ordinance or resolution of the City. If restoration is not satisfactorily and timely performed by the Grantee, the City may, after prior notice to the Grantee, or without notice where the disturbance or damage may create a risk to public health or safety, cause the repairs to be made and recover the reasonable cost of those repairs from the Grantee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Grantee shall pay the City.

10.11 Movement of Cable System Facilities

(A) Relocation at Request of City. Upon thirty (30) days prior written notice to Grantee, City shall have the right to require Grantee to relocate any part of the Cable System within the Right-of-Way or on public property when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Grantee. In the event of any capital improvement project exceeding \$500,000 in expenditures by the City which requires the removal, replacement, modification or disconnection of Grantee's facilities or equipment, the City shall provide at least sixty (60) days written notice to Grantee. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Right-of-Way, or on any other property of the City. Should Grantee fail to remove or relocate any such facilities by the date established by the City, the City may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. If the City requires Grantee to relocate its facilities located within the Right-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Right-of-Way. If the relocation project is associated with a local improvement project and public funds are available to any Person using such Right-of-Way for the purpose of defraying the cost of any of the foregoing, the Grantee may make application for such funds.

(B) In the case of relocation projects where the City hires a contractor to accommodate and coordinate the conversion of overhead utilities within a City capital improvement project, if the Grantee decides to participate in the joint trench opportunity than the Grantee shall pay to the City the Grantee's portion trench costs, including excavation and other associated costs, trench bedding, and backfill commensurate with Grantee's proportionate share of trench usage. However, notwithstanding anything to the contrary set forth herein, if bids from the City's contractor for placement of Grantee's conduits and vaults/pedestals in the supplied joint trench, in the reasonable estimation of the Grantee, are not acceptable, the Grantee shall have the option to utilize contractor(s) of its choice to complete the required work at its sole cost. The City's contractor shall coordinate with the Grantee's contractor(s) to provide reasonable notice and time to complete the placement of the Grantee's facilities in the supplied joint trench.

10.12 Movement of Cable System Facilities for Others

(A) If any removal, replacement, modification or disconnection of the Cable System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder(s) or any facilities-based entity authorized to provide Cable Services or comparable video programming within the franchise area without a franchise granted by the City, Grantee shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible entity, as long as, the other Person pay for the Grantee's time and material costs associated with the project and Grantee is issued a permit for such work by the City.

(B) The Grantee shall, upon reasonable prior written request of any Subscriber or City residence, relocate its aerial distribution cable facilities underground, as long as, the responsible Person pays for the Grantee's time and material costs associated with the project and Grantee is issued a permit for such work by the City.

(C) In the event an underground conversion of cable facilities is required as part of the street improvement condition(s) of a new land use development, not associated with a City capital or transportation improvement project, this Franchise shall in no way limit the Grantee's right to

recoup all time and material costs associated with the underground conversion of the Cable System from the Person responsible for the project.

(D) At the request of any Person holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder.

10.13 Tree Trimming

The Grantee shall have the authority to conduct pruning and trimming for access to Cable System facilities in the Right-of-Way. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

10.14 Joint Trenching/Boring

To the extent it makes economic sense, Grantee will joint trench or share bores or cuts and work with other providers (such as, but not limited to, telecommunications, gas and electric companies), licensees, permittees, and franchisees so as to reduce the number of Right-of-Way cuts within the City.

SECTION 11. CABLE SYSTEM ARCHITECTURE/TECHNICAL STANDARDS

11.1 Subscriber Network

(A) Grantee's current hybrid fiber coaxial Cable System has the capacity to distribute Video Programming throughout the City. The Cable System is two-way capable and supports a range of Cable Services offered by Grantee. Over the term of this Franchise, the Grantee will maintain the Cable System in a manner consistent with, or in excess of these specifications.

(B) Equipment must be installed so that all closed captioned programming received by the Cable System shall include the closed captioned signal, so long as the closed captioned signal is provided consistent with FCC standards. Equipment must also be installed so that all signals received in stereo are retransmitted in stereo.

(C) Grantee will take prompt corrective action if it finds that any facility or equipment related to the Cable System is not operating as expected, or if it finds that the facility or equipment does not comply with the requirements of this Franchise or applicable law.

(D) Grantee's construction decisions shall be based solely upon legitimate engineering decisions and shall not take into consideration the income level of any particular community within the Franchise Area.

11.2 Emergency Alert

The Grantee shall provide an operating emergency alert system in accordance with and at the time required by the provisions of State and federal laws, including FCC regulations.

11.3 Technical Performance

The technical performance of the Cable System shall meet or exceed all applicable federal technical standards, as they may be amended from time to time, regardless of the transmission technology utilized.

11.4 Cable System Performance Testing

(A) Grantee shall perform on its Cable System all technical tests presently or hereafter required by the FCC.

(B) Upon request, all required FCC technical performance tests may be witnessed by representatives of the City.

(C) Grantee shall maintain written records of its Cable System tests performed. Upon request, copies of such test results will be provided to the City.

(D) Grantee shall promptly take such corrective measures as are necessary to correct any performance deficiencies fully and to prevent their recurrence as far as possible. Sites shall be retested following correction.

11.5 Additional Tests

Where there exists a pattern of evidence which in the judgment of the City casts doubt upon the reliability or technical quality of the Cable System, the City shall have the right and authority, upon thirty (30) days prior written notice, to require Grantee to conduct additional tests and analyze and report on the performance of the Cable System. Grantee shall fully cooperate with the City in performing such tests and shall prepare a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (A) The nature of the complaint or problem which precipitated the special tests
- (B) The Cable System component tested
- (C) The equipment used and procedures employed in testing
- (D) The method, if any, in which such complaint or problem was resolved
- (E) Any other information pertinent to said tests and analysis, which may be required

SECTION 12. SERVICE EXTENSION AND SERVICE TO PUBLIC BUILDINGS

12.1 Service Availability

(A) Subject to the density provisions described in Section 12.1(B) below and accessibility, Cable Service shall be made available in the entire Franchise area. If such availability does not now exist in the Franchise Area, the Grantee shall complete such construction and wiring and be in a position to offer Cable Service to all residents within six (6) months of such availability. Other areas subsequently annexed shall be provided with Cable Service within twelve (12) months.

(B) Distribution Line Extension Charges. The Grantee must make Cable Service available to every residential Dwelling Unit within the Franchise Area where the minimum density is at least thirty (30) Dwelling Units per strand mile in areas served by overhead facilities and sixty (60) Dwelling Units per mile in areas served by underground facilities. The Grantee may elect to provide Cable Service to areas not meeting the above density standard and charge the requesting resident(s) for the line extension on a time and material cost basis.

(C) Extraordinary Installation Charges. All residents requesting Cable Service and living within one hundred twenty-five (125) aerial feet of existing cable distribution or trunk lines shall have the cable installed at the prevailing published installation rate. In the event a request is made for service and the residence is more than one hundred twenty-five (125) aerial feet from an existing cable distribution or trunk line, such installation shall be completed on a time and material cost basis for that portion of the service line extending beyond one-hundred twenty-five (125) feet.

12.2 Connection of City and Other Public Facilities

Upon request through the designated City representative, the Grantee will voluntarily make available without charge, a standard installation and a minimum of one outlet of the digital level of service for Basic and Expanded Basic Cable Services, including any necessary equipment such as converter boxes necessary to receive the Cable Services, to City administrative buildings as designated by the City (whether they are owned or leased), and fire station(s), police station(s), libraries, access facilities, and K-12 public School(s). If the installation to such building does exceed one hundred twenty-five (125) aerial feet the City or other agency agrees to pay the incremental cost of such installation in excess of one hundred twenty-five (125) feet or a necessary distribution line extension of the Cable System, including the cost of such excess labor and materials. The recipient of the service will secure any necessary right of entry. The Cable Service, provided pursuant to his Section, will not be used for commercial purposes, and the outlets will not be located in jail cells or areas open to the public, except for one outlet to be located in a public lobby in City buildings that will be used by the public for viewing City selected programming. The City will take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, loss or damage to the Cable System. If additional outlets of Cable Service are needed in such buildings, only the Grantee is authorized to complete the Cable Service expansion to support the outlet installation(s) and the building occupant will pay the standard installation fees. No other Cable Service fees shall be owed in connection with additional outlets.

SECTION 13. INSTITUTIONAL NETWORK (I-NET)

13.1 I-Net History

The Grantee has constructed and maintained I-Net connections to the following City buildings and Schools as agreed upon under the previous Franchise, Ordinance No. 96-1003:

Site Name	Site Number	Entity	Address	Status
City Hall	ST1	City	4800 S. 188th Street	Active
Hughes Angle Lake Property	ST2	City	19608 International Blvd.	Active
Fire Station 45	ST3	City	2929 S. 200th St.	Active
Fire Station 46	ST4	City	3521 S. 170th St.	Active
Fire Station 47	ST5	City	3215 S. 152nd St	Active
North SeaTac Community Center	ST6	City	13735 24th Ave. S.	Active
SeaTac Maintenance Facility	ST7	City	2000 S 136th St	Active
Valley View Library	ST8	City	17850 Military Rd. S	Active
Valley Ridge Community Center	ST9	City	4644 S 188th ST	Active
Bow Lake Elementary	SST1	School	18237 42nd Ave. S	Active

Madrona Elementary	SST2	School	3030 S. 204th St.	Splice
McMicken Heights Elementary	SST3	School	3708 S. 168th St.	Splice
Valley View Elementary	SST4	School	17622 46th Ave. S	Splice
Chinook Middle School	SST5	School	18650 42nd Ave. S	Splice
Tyee High School	SST6	School	4424 S. 188th St	Splice

The I-Net is owned by the Grantee, but the City has an exclusive right of use thereof for non-commercial educational and public communication purposes, which right cannot be revoked by the Grantee, or successor companies, assigns or other entities, if any, throughout the term of this Franchise or any renewal(s), extension(s) or transfer(s) thereof so long as the City has met its financial obligations to Grantee.

13.2 Future Fiber Use

The City and Grantee will enter into a separate Fiber Use Agreement that addresses the I-Net’s terms and conditions for the ongoing use, maintenance, and relocation.

SECTION 14. FRANCHISE VIOLATIONS

14.1 Enforcement Action.

Whenever the City seeks to enforce the Franchise agreement, it shall first provide written notice to the Grantee of the nature of the problem and requested action, together with any applicable time frame for response. Any time limits here or elsewhere in the Franchise agreement may be modified by written stipulation of the City and Grantee.

(A) Except in case of urgency or public need relating to management of the Public Right of Way as reasonably determined by the City, the Grantee has thirty (30) days from receipt of such notice to respond in writing to the official sending the notice:

- (i) contesting it and request a meeting to discuss with the City; or
- (ii) accepting it and agreeing to cure as requested within time limits specified; or
- (iii) requesting additional time or other modifications. In such event, Franchisee shall promptly take all reasonable steps to cure the default, keeping the City informed as to the steps to be taken and a projected completion date.

(B) If the City is not satisfied with the response to the enforcement action, the City shall have the right to issue a Material Notice of Default.

14.2 Material Notice of Default.

(A) The City shall notify the Grantee, in writing, of any alleged failure to comply with a material provision of this Franchise, which notice shall specify the alleged failure with reasonable particularity. The Grantee shall have thirty (30) days subsequent to receipt of the notice in which to:

- (i) respond to the City, contesting the City's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below; or

(ii) cure the default; or

(iii) notify the City that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the City, in writing and in detail, as to the exact steps that will be taken and the projected completion date. In such case, the City may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

(B) If Grantee does not cure the alleged material default within the cure period stated above, or by the projected completion date under this section, or denies the default and requests a meeting in accordance with this section, or the City orders a meeting in accordance with this section, the City shall set a meeting to investigate said issues and the existence of the alleged default. The City shall notify Grantee of the meeting, in writing, and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

(C) If, after the meeting, the City determines that a default exists, Grantee and the City may agree on a plan and schedule to cure the default. Absent such agreement, the City shall order Grantee to correct or remedy the default or violation within thirty (30) days or within such other reasonable timeframe as the City shall determine. In the event Grantee does not cure the default within such time to the City's reasonable satisfaction, the City may:

(i) recommend the revocation of this Franchise pursuant to the procedures in this franchise; or

(ii) pursue any other legal or equitable remedy available under this Franchise or applicable law.

(D) The determination as to whether a material violation of this Franchise has occurred shall be within the discretion of the City. Any such determination by the City must be in writing and must be based upon findings that include Grantee's submissions, and such determination shall be subject to appeal to the City Council or review by a court of competent jurisdiction under applicable law.

14.3 Revocation.

(A) The City may revoke this Franchise and rescind all rights and privileges associated with this Franchise in any of the following circumstances:

(i) if Grantee fails to cure any material obligation under this Franchise;

(ii) if Grantee willfully fails for more than three (3) days to provide continuous Cable Service;

(iii) if Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the City or subscribers;

(iv) if Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;

(v) if Grantee willfully misrepresents material facts in the negotiation of this Franchise; or

(vi) if Grantee repeatedly breaches a material provision of the Customer Service Standards.

(B) Prior to forfeiture or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have forty-five (45) days from receipt of such notice to object in writing and to state its reasons for such objection and provide any explanation or cure the alleged default. In the event the City does not receive a timely and satisfactory response from Grantee, it may then seek a termination of the Franchise in accordance with this section.

(C) The City Manager shall submit a report and recommendation as to termination of the Franchise to the City Council who shall conduct a public hearing to determine if revocation of the Franchise is warranted. The City Council shall act as the final decision maker for the City.

(i) At least fourteen (14) calendar days prior to the public hearing, the City Clerk shall issue a public hearing notice that shall establish the issue(s) to be addressed in the public hearing; provide the time, date and location of the hearing; provide that the City shall hear any Persons interested therein; and provide that the Grantee shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence, to be represented by counsel and to question witnesses, consistent with the adopted public hearing rules.

(ii) The City Council shall hear testimony, take evidence, hear oral argument and receive written briefs. A transcript may be made of such proceeding and the cost shall be shared equally between the parties. A complete record of the public hearing shall be completed including all exhibits introduced at the hearing and an electronic sound recording.

(D) Within thirty (30) days after the close of the hearing, the City Council shall adopt a written decision by a majority vote of the members of the City Council. If the decision of the City Council is to revoke and terminate the Franchise, the decision shall declare that the Franchise is revoked and terminated, and any form of surety is forfeited. The City Council's written decision shall include findings of fact and conclusions derived from those facts which support the decision of the City Council.

(E) Grantee shall be bound by the City Council's decision to revoke the Franchise unless an appeal to a court of competent jurisdiction is timely filed as allowed by applicable law.

14.4 Termination

If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

(A) Require Grantee to maintain and operate its Cable System on a month-to-month basis until a new cable operator is selected; or Purchase Grantee's Cable System in accordance with federal law.

(B) The City may order the removal of the above-ground Cable System facilities and such underground facilities from the City at Grantee's sole expense within a reasonable period of time as determined by the City. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all rights-of-way and public places in as good a condition as that prevailing prior to Grantee's removal of its equipment and without affecting electrical or telephone wires or attachments. The indemnification and insurance provisions shall remain in full force and effect during the period of removal.

(C) If Grantee fails to complete any removal required by subsection 14.4(B) to the City's satisfaction, after written notice to Grantee, the City may cause the work to be done and Grantee shall reimburse the City for the costs and expenses incurred within thirty (30) days after receipt of an itemized list of the costs and expenses, or the City may recover the costs and expenses through the letter of credit, if any, or other surety if Grantee has not paid such amount within the foregoing time period.

14.5 Alternative Remedies

No provision of this Franchise shall be deemed to bar the City from seeking appropriate judicial relief. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the either party to recover damages, as allowed under applicable law, or to seek and obtain judicial enforcement of either parties obligations, injunctive relief or mandate, or any other remedy at law or in equity. The City specifically does not, by any provision of this Franchise, waive any right, immunity, limitation or protection otherwise available to the City, its officers, officials, City Council, Boards, commissions, agents, or employees under federal, State, or local law.

14.6 Effect of Abandonment

If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the City, at its option, may obtain an injunction, or operate the Cable System, or designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the City, or until the Franchise is revoked and a new franchisee is selected by the City. If the City operates the Cable System, or designates another entity to operate the Cable System, the Grantee shall reimburse the City or the City's designee, as applicable, for all reasonable costs and expenses incurred. If Grantee permanently abandons its entire Cable System (namely, for a period of one [1] year or more), then, at the City's sole discretion, such Cable System may become the property of the City, and Grantee shall then submit to the City a bill of sale and other conveyance documents, to be approved in advance by the City Attorney, transferring ownership of such property to the City.

SECTION 15. FRANCHISE RENEWAL

Any renewal of this Franchise shall be governed by and comply with applicable federal law, as amended.

SECTION 16. FRANCHISE TRANSFER

Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No change in control of the Grantee, defined as an acquisition of 50% or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Grantee. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 17. MISCELLANEOUS PROVISIONS

17.1 Notices

Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, and such notices shall be effective upon the date of mailing. At the effective date of this Franchise:

Grantee's address shall be:

Comcast of Washington IV, Inc.
4020 Auburn Way N
Auburn, WA 98002
Attention: Franchise Director

With a copy to:

Comcast of Washington IV, Inc.
15815 25th Ave W
Lynnwood, WA 98087
Attention: Franchising Department

City's address shall be:

City of SeaTac
4800 South 188th Street
SeaTac, WA 98188
Attention: City Manager/Cable TV Manager

17.2 Cumulative Rights

Subject to applicable law, all rights and remedies given to the City by this Franchise shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City.

17.3 Costs to be Borne by Grantee

Grantee shall reimburse the City for all costs of publication of this Franchise, and any notices prior to any public hearing regarding this Franchise, including hearings contemporaneous with its acceptance of this Franchise.

17.4 Binding Effect

This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

17.5 Authority to Amend

This Franchise may be amended at any time by mutual written agreement between the parties.

17.6 Governing Laws

This Franchise shall be governed, construed and enforced in accordance with federal, State and local laws and any applicable rules, regulations and orders of the FCC, as such now exist, are later amended or subsequently adopted.

17.7 Captions

The captions and headings of this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of any provision of this Franchise.

17.8 No Joint Venture

Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other. Further, the Grantee is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City.

17.9 Cooperation

The parties recognize that it is in their mutual best interests for the Cable System to be operated as efficiently as possible. To achieve this, the parties agree to cooperate with each other in accordance with the terms and provisions of this Franchise.

17.10 Waiver

The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same, nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

17.11 Severability

If any Section, subsection, paragraph or provision of this Franchise is determined to be illegal, invalid or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other Section, subsection, paragraph or provision of this Franchise, all of which will remain in full force and effect for the term of the Franchise.

17.12 Entire Agreement

This Franchise and Exhibits represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior oral and written negotiations between the parties.

17.13 Force Majeure

The Grantee will not be held in violation under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement relating thereto, where such noncompliance or alleged violation occurred or was caused by circumstances reasonably beyond the ability of the Grantee to control. This includes war or riots, civil disturbances, floods or other natural catastrophes, labor stoppages or slowdowns not attributable to Grantee's employees, or power outages exceeding back-up power supplies, and work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached as well as verifiable unavailability of materials and/or qualified labor to perform the work necessary.

Grantee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation which is satisfactory to the City.

If Grantee believes that a reason beyond its control has prevented or delayed its compliance with the provisions of this Franchise, Grantee shall provide documentation as reasonably required by the City to substantiate the Grantee's claim. If Grantee has not yet cured the deficiency, Grantee shall also provide the City with its proposed plan for remediation, including the timing for such cure.

17.14 Attorneys' Fees

If any action or suit arises in connection with this Franchise (excluding Franchise renewal proceedings), the court shall determine which party shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith, in addition to such other relief as the court may deem proper.

IN WITNESS WHEREOF, this Franchise is signed in the name of the City of SeaTac, Washington, this ___ day of _____, 2013.

CITY OF SEATAC, WASHINGTON

By: _____
Title: _____

Attest:

By: _____
City Clerk

Approved as to Legal Form:

By: _____
City Attorney

Publication Date
Accepted and approved this ___ day of _____, 2013.

COMCAST OF WASHINGTON IV, INC.

By: _____
Its: _____

Attest:

By: _____
Secretary

FIBER USE AGREEMENT

THIS FIBER USE AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 20__ (the "Effective Date"), between Comcast of Washington IV, Inc., Washington corporation, with offices at 15815 25th Avenue West, Lynnwood, Washington, 98087 (jointly hereafter the "Company"), and City of SeaTac, Washington, a legal incorporated City in the State of Washington, with offices at 4800 S. 188th Street SeaTac, WA 98188, (hereafter "City").

WHEREAS, Company has constructed and installed certain fiber optic strands in the City of SeaTac; and

WHEREAS, Company will permit the City to use such fiber optic strands in accordance with the terms and conditions set forth below; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. USE OF FIBER

Pursuant to the terms and conditions of this Agreement, the Company will make available to the City, for exclusive use by the City and other authorized users under this agreement, the existing six (6) strands of Company's multi-strand single mode fiber optic cable, which strands originate at the City's City Hall and terminate at the points set forth in Exhibit A. The strands are hereinafter referred to as the "Facilities," the specifications of which are set forth in Exhibit B.

2. TERM

This Agreement shall become effective on the Effective Date, and it shall remain in full force and in effect for a period of ten (10) years from the Effective Date, unless terminated earlier in accordance with this Agreement.

3. MAINTENANCE AND REPAIR OBLIGATIONS

A. All maintenance and repair of the Facilities shall be performed by or under the direction of Company, in accordance with Exhibit C. The City may not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any of the Facilities or equipment installed by Company, except with the written consent of Company, which consent shall be at Company's sole discretion.

B. When electric and telephone utility wiring in the City are relocated underground, the Company shall be responsible for relocating Facilities when the Company's Cable System is placed underground at the same time. Notwithstanding the foregoing, should an increased cost differential arise because of the Company's having to do additional splicing, increase the size of its conduit, vaults, or fiber sheath (because of the undergrounding), then the

EXHIBIT "B"

City shall pay the reasonable, incremental cost differential pertaining to the Facilities associated with this Agreement.

4. USE OF FACILITIES

A. The City shall use the Facilities solely for the purpose of the transmission of non-commercial private network communication (for example, for educational and public safety communications) services between the locations described in Exhibit A. In the context of the Facilities, non-commercial excludes the City's leasing or reselling Facilities capacity to a third party for any purpose.

B. The Facilities will be for the use of the City and City approved qualified users, which shall include: schools, fire stations and other public safety facilities, the library, and other municipal facilities that the Company and the City agree may use the Facilities provided that they are located within the City of SeaTac.

C. The City shall not use, or permit any other entity or person to use, the Facilities in conjunction with high-speed internet access service to residential or commercial customers located in Company's franchise area, cable television service, franchised or non-franchised satellite master antenna television service, direct broadcast satellite based service or any subscription-based multichannel video service. The City may not use, or knowingly permit any other entity or person to use, the Facilities for the provision of any services to or from locations other than the locations set forth in Exhibit A.

D. The City shall not use, or permit any other entity or person to use, the Facilities in violation of this Agreement, any law, rule, regulation or order of any governmental authority having jurisdiction over the Facilities.

E. Company may require the City to immediately shut down its transmission of signals if the transmission is causing interference to others. The City shall reimburse Company for any and all costs that are incurred by Company in its efforts to eliminate interference caused by the City's transmission of signals over the Facilities.

5. TITLE

All right, title, and interest in the Facilities and any other equipment or facility of Company shall, at all times, remain exclusively with Company.

6. LIENS AND ENCUMBRANCES

Neither party, directly or indirectly, shall create or impose any lien on the property of the other party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other. However, nothing in this Agreement shall be so construed as to prohibit the owner of any facilities from permitting the creation or imposition of a lien or security interest on facilities that it owns.

7. **INDEMNIFICATION; WARRANTIES**

A. The City will indemnify and hold Company harmless against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages to any property or bodily injury to any persons, including, without limitation, the agents and employees of either party hereto which may arise out of or be caused by the City's use of the Facilities or any negligent act or omission of the City.

B. NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT, IN NO EVENT SHALL COMPANY BE LIABLE TO THE CITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE BASED ON LOSS OF REVENUES, PROFITS, OR BUSINESS OPPORTUNITIES, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES, OR SERVICES, OR DOWN TIME COST, WHETHER OR NOT COMPANY HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, AND EVEN IF COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE OR USE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY COMPANY.

8. **REQUIRED APPROVALS**

The City shall obtain any government authorizations and approvals required for the City's use of the Facilities. Company shall cooperate to that end as reasonably required.

9. **INSURANCE**

The City shall, at its own expense, secure and maintain in force, throughout the term of this Agreement, General Liability Insurance, with competent and qualified issuing insurance companies, covering any and all damage caused by the City's negligence to the Facilities on the Company's side demarcation termination panel. The total available limits to all insureds will not be less than \$2,000,000 Combined Single Limit for each occurrence and \$2,000,000 aggregated for each annual period. Such insurance may be provided in policy or policies, primary and excess, including the so-called Umbrella or Catastrophe forms and each such policy shall be endorsed to show Company, its parent and affiliates and its and their directors, officers, agents, servants, employees and independent contractors as additional insureds. All policies required by this Section 9 shall require the insurance companies to notify Company at least thirty (30) days prior to the effective date of any cancellation or material modification of such policies.

10. NOTICES

All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the City:

City of SeaTac
4800 S. 188th Street
SeaTac, WA 98188
Attention: City Manager

If to the Company:

Comcast of Washington IV, Inc.
4020 Auburn Way N
Auburn, WA 98002
Attention: Director, Franchising and Government Affairs

With a copy to:

Comcast of Washington IV, Inc.
15815 25th Ave W
Lynnwood, WA 98087
Attention: Franchising Department

11. DEFAULT AND TERMINATION

A. Company may terminate this Agreement, and may pursue all other remedies available to Company at law and/or equity, upon thirty (30) days notice to the City if the City knowingly uses or attempts to use the provided fibers for any purpose other than the purposes authorized in this Agreement and does not abandon such use immediately upon notice by Company; or (ii) upon thirty (30) days notice to the City, if the City defaults in any other obligation hereunder and fails to cure such default within the aforesaid thirty (30) day period.

B. Company may terminate this Agreement upon thirty (30) days' prior written notice to the City, (i) if Company loses or fails to obtain renewal of any approval, consent, authorization, license, certificate, franchise, or permit required to provide the service hereunder, or if such approval, consent, authorization, license, certificate, franchise, or permit is suspended for a period longer than sixty (60) days and not renewed, or if it is adversely modified by a governmental authority, or (ii) if continuing to provide the fibers as provided for herein would materially interfere with Company's ability to obtain or maintain approvals, consents, authorizations, licenses, certificates, franchises, permits or consents necessary to the operation of its business.

C. Company may terminate this Agreement without notice only to the extent that immediate termination is required by law, regulation or a governmental authority.

D. The City may terminate this Agreement upon forty-five (45) days' written notice to Company, if Company defaults in any material obligation hereunder and fails to cure such default within the aforesaid forty-five (45) day period.

E. Upon termination of this Agreement, all rights of the City to the Facilities shall cease and Company may disconnect, terminate, remove or use the Facilities for any other purpose.

12. WAIVER

The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall nevertheless be and remain in full force and effect.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the Facilities are located without reference to its choice of law principles.

14. RULES OF CONSTRUCTION

The captions and headings in this Agreement are strictly for convenience and shall not be considered as interpreting it or as amplifying or limiting any of its content.

15. ASSIGNMENT

The City shall not assign this Agreement, without the express written consent of Company, which consent shall be at Company's sole discretion. Nor shall the City assign, transfer or sublease, directly or indirectly, on an integrated or unintegrated basis, in whole or in part, the Facilities or its right to use the Facilities as granted herein without the express written consent of Company, which consent shall be at Company's sole discretion. Notwithstanding the foregoing, the City need not obtain consent of the Company to assign this Agreement (a) to a parent, affiliate or subsidiary of the City, or (b) to the surviving entity of a merger or consolidation, or to any entity that acquires all or substantially all of the assets or shares of the City, but shall give written notice to Company of any such assignment no later than thirty (30) days after such an assignment takes place.

16. ENTIRE AGREEMENT

This Agreement, including the Exhibits, which are hereby incorporated herein as an integral part of this Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter and geographical locations referred to and supersedes any and all

prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified except in writing signed by the party against whom enforcement of the modification is sought.

17. RELATIONSHIP OF THE PARTIES

The relationship between the City and Company shall not be that of partners, agents or joint venturers for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, agency, or joint venture agreement between them.

18. FORCE MAJEURE

Company shall not be deemed to be in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of an event of force majeure, which shall include, but not be limited to, acts of God, act or order of government, denial or access to or loss of utility service or facilities or any other circumstance beyond the reasonable control of Company. The required time for Company's performance hereunder shall be extended to account for any such force majeure event.

19. CONDEMNATION

Upon condemnation of all or any material portion of the facilities used by Company to provide service to the City, Company, by notice to the City, may discontinue or suspend service under this Agreement.

20. MISCELLANEOUS

If any provision of this Agreement is found contrary to law or unenforceable by any court, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the parties shall negotiate in good faith a substitute provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Comcast of Washington IV, Inc.

City of SeaTac

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A

ORIGINATION AND TERMINATION POINTS

Site Name	Site Number	Entity	Address	Status
City Hall **	ST1	City	4800 S. 188th Street	Active
Hughes Angle Lake Property	ST2	City	19608 International Blvd.	Active
Fire Station 45	ST3	City	2929 S. 200th St.	Active
Fire Station 46	ST4	City	3521 S. 170th St.	Active
Fire Station 47	ST5	City	3215 S. 152nd St	Active
North SeaTac Community Center	ST6	City	13735 24th Ave. S.	Active
SeaTac Maintenance Facility	ST7	City	2000 S 136th St	Active
Valley View Library	ST8	City	17850 Military Rd. S	Active
Valley Ridge Community Center	ST9	City	4644 S 188th ST	Active
Bow Lake Elementary	SST1	School	18237 42nd Ave. S	Active
Madrona Elementary	SST2	School	3030 S. 204th St.	Splice
McMicken Heights Elementary	SST3	School	3708 S. 168th St.	Splice
Valley View Elementary	SST4	School	17622 46th Ave. S	Splice
Chinook Middle School	SST5	School	18650 42nd Ave. S	Splice
Tyee High School	SST6	School	4424 S. 188th St	Splice

** = Origination Point

EXHIBIT B

FIBER SPECIFICATIONS

The Facilities are constructed, terminated, and maintained in accordance with Company's standard practices. Each Facilities connection has been terminated at an internal point of demarcation in a Company standard fiber termination panel, unless the City provided another means of termination, in which case the City provided, at its expense, all necessary fiber termination equipment. At each fiber termination location the City provided wall mount backboards and a power source for the basic termination, or such equipment as chosen by the City as a replacement.

EXHIBIT C

REPAIR & MAINTENANCE

1. **REPAIR & MAINTENANCE:**

In the event of a Facilities failure, the City will notify Company at its XOC (Local Monitoring Center) in Everett at 1-888-824-8289. Company's dispatch will contact the Company manager and inform them of the situation. The Company manager will contact appropriate maintenance personnel and implement a detailed plan for restoration.

2. **INTERRUPTION OBLIGATIONS:**

The City acknowledges that the Company does not actively monitor the signal transmission over the Facilities, and may have no notice of a service outage but for a City-initiated notification. Upon notice of a Facilities failure, the Company shall respond on-site to any routine trouble calls within four (4) hours of receipt of notification by the City and shall actively begin working on the problem until it is resolved. In order to document its work on the facilities, the Company will use its normal trouble ticket processes. In the event of an inability to initially resolve the problems, the Company shall follow its normal escalation procedures for correcting the Facilities outage. The Company will communicate with the City's designated representative following resolution of the problems and, at the City's request, provide documentation of the problem resolution. Such documentation shall include, among other things, a description of the cause and resolution of the problem for each trouble ticket.

RESOLUTION NO. 13-013

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

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

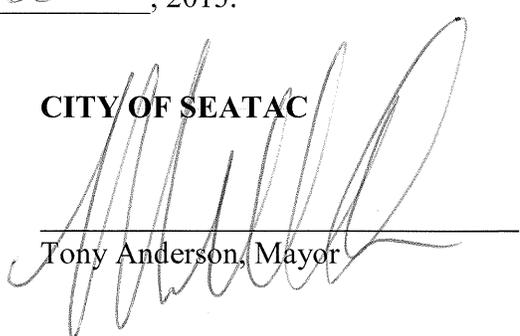
WHEREAS, the City and Sound Transit find that it is appropriate to amend the July 20, 2012 Agreement;

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

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

PASSED this 22 day of October, 2013 and signed in authentication thereof on this 22 day of October, 2013.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Sound Transit Development Agreement Amendment #2]

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

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

RECITALS

WHEREAS, the City and Sound Transit entered into a Development and Transit Way Agreement for Sound Transit Central Link Light Rail South Link Project between the City of SeaTac, Washington and Sound Transit on July 20, 2012 and a First Amendment to the South Link Development and Transit Way Agreement between the Central Puget Sound Regional Transit Authority and the City of SeaTac on June 18, 2013 (as amended, the “Agreement”); and

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

WHEREAS, by Motion 2012-92, the Sound Transit Board selected “Angle Lake Station” as the permanent station name of the elevated station located at South 200th Street along 28th Avenue South, replacing the temporary working name of the “South 200th Street Station;” and

WHEREAS, the parties desire to enter into this Second Amendment to amend the Agreement to include the agreed-upon development regulations departures, update the station name to the “Angle Lake Station,” and make certain other changes as further described herein.

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

1. Section 1.17 of the Agreement is hereby amended to replace the name “South 200th Street Station” with the permanent station name “Angle Lake Station.” References throughout the Agreement to the “South 200th Street Station” or the “Station” shall mean the Angle Lake Station.

2. Section 4.5 of the Agreement is hereby amended as follows:

a. Section 4.5(c) is deleted and replaced in its entirety as follows:

(c) SMC 15.36.220.A.2. Plantings installed under the elevated guideway have low survival rates due to lack of sunlight; therefore the City has determined that installing alternative treatments (e.g. hardscape) underneath the guideway structure confers greater benefit than the landscaping required by this section. Sound Transit may use the area beneath the elevated guideway south of the Station as a permanent surface parking facility. To provide perimeter screening, Sound Transit will install sight-obscuring fencing at the western boundary of Sound Transit's property. Sound Transit will install a 30" tall, sight-obscuring barrier at the eastern boundary of Sound Transit's property where the grade is less than three (3) feet below the adjacent sidewalk.

b. Section 4.5(e) is deleted and replaced in its entirety as follows:

(e) SMC 15.36.410. For interim parking only, subject to subsection (h) below, departure is allowed from the Threshold Standard (as defined in the SMC) for the inclusion of Structured Parking. Sound Transit's parking demand studies for the Project predict an estimated demand for 1,050 parking spaces while the station is the light rail system's southern terminus. When the system is extended southwards and the Station becomes an in-line station, demand is estimated to drop to 700 parking spaces. To avoid building more parking than is estimated to be needed after the system expansion, and thereby possibly reduce opportunities for transit-oriented development around the station, the City agrees that interim parking on nearby existing surface parking lots located within one-quarter mile of the Station is a desirable method to meet the higher intermediate demand for parking and to encourage transit-oriented development in the station area. Therefore, the City finds that interim parking need not be accommodated in the structured facilities. In addition, the City will permit permanent surface parking under the guideway south of the Station. The City recognizes that this use is the highest and best use of the land because no structures can be developed upon it. The permanent surface parking is located near a station entry and is therefore highly desirable. The intent of SMC 15.36.410 will be met by the parking structure the Project will provide elsewhere on the Station site.

c. Section 4.5(f) is deleted and replaced in its entirety as follows:

(f) SMC 15.14.090. For interim parking only, subject to subsection (h) below, within the Project area as shown on the revised Exhibit E-1, attached hereto, departure is allowed from Landscaping of Surface Parking Areas.

d. A new Section 4.5(i) is added as follows:

(i) SMC 15.14.060. The City shall not require a landscape buffer between Sound Transit's parking facilities and the adjacent Sweptwing Substation owned by Puget Sound Energy ("PSE"). The City will not require Sound Transit to comply with sideyard setback requirements in locating parking facilities along the shared property line with PSE.

e. A new Section 4.5(j) is added as follows:

(j) SMC 15.14.060. In lieu of the various perimeter landscaping treatments required by SMC regulations for street frontages, facades and side/rear yards, the Project will provide not less than 5' of type II landscaping for the entire perimeter of the triangle abutting South 200th Street, 26th Avenue South, and 28th Avenue South, except where bus drop-off, plaza and Station entries and the passenger drop-off area are located.

3. Section 4.7 of the Agreement is hereby deleted and replaced in its entirety as follows:

Retail space requirements of the HCT code (SMC 15.36.440) shall be understood to be fulfilled by dedicated convertible retail/commercial structures, potentially fully forward of the face of parking structure and may be typical "core and shell" construction utilized for commercial/retail development where tenants have not been identified at the time of construction. Therefore the first floor height of the garage may be less than ten (10) feet in clear height provided the other retail/commercial requirements are fulfilled. The first floor of the garage need not be sprinklered if the retail/commercial component is fully sprinklered and separated from the parking by one-hour construction. Alternatives to the requirements of SMC 15.36.440 that are mutually agreed upon by the parties and supportive of the City's Comprehensive Plan's designations for properties in the station area may be considered and implemented as designs to accommodate station parking are further developed. Sound Transit will provide at least 2,500 square feet of convertible "core and shell" space with minimum 12 foot ceiling height, including a grease trap interceptor, and finished restrooms and service/storage space for retail use. The retail space may be constructed as attached or independent structures and will be located to optimize pedestrian activation of the plaza area defined in Section 6.5k). Sound Transit shall allocate ten (10) dedicated parking stalls in the parking garage to serve the retail space. The Parties agree that retail space meeting these criteria is more likely to attract tenants and patrons than space provided in strict adherence to regulations, and therefore the requirements of SMC 15.36.440 shall be deemed met by these specifications.

4. Section 4.8 of the Agreement is hereby deleted and replaced in its entirety as follows:

Sound Transit shall construct restroom(s) pursuant to the City's HCT Code. However, consistent with Sound Transit Board Policy described in Motion M98-67, Sound Transit shall not be responsible for the maintenance and operation of

the restroom(s). Restroom(s) constructed by the Project will serve retail spaces described in 4.7 and transit customers, and leases for the retail space, which will include triple-net charges (e.g. proportional share of costs for insurance, property taxes, and janitorial/maintenance services), will require that restroom(s) remain open to the public during regular hours of business.

The Parties shall continue good faith negotiations to execute a mutually acceptable future agreement before January 1, 2016 to address the leasing of the retail spaces and the operation, maintenance and repair of the restroom(s). The contemplated agreement will also address programming, operation, and event-related maintenance of the community-oriented open space adjacent to the Station entry plaza in which retail space may be provided. Options which the Parties will consider may include, but not be limited to: the transfer of ownership of the commercial space to the City; a master lease of the commercial space; or a right of first option or refusal for the City in the event that Sound Transit determines it is in its best interest to offer the commercial space for sale at any time in the future.

5. Section 6.2 of the Agreement is hereby amended as follows:

a. Section 6.2(c) is deleted and replaced in its entirety as follows:

(c) A new traffic signal on South 200th Street at the intersection with 28th Avenue S. to facilitate access/egress for the parking garage at the Station and improve station area traffic network performance. No more than one curb cut on South 200th Street will be allowed for site access, which shall be restricted to right turn in/ right turn out only. The Parties shall comply with the additional terms and conditions described in the S445 Site Access Concurrence Letter dated August 2, 2013, attached and incorporated herein as Exhibit N, including provisions for a refined channelization study to be conducted after the parking garage configuration and site circulation routes are known.

b. A new Section 6.2(k) is added as follows:

(k) Sound Transit's development of parking facilities on the land bounded by South 200th Street, 26th Avenue South, and 28th Avenue South shall not preclude the City's future development of a traffic roundabout at the intersection of 26th Avenue South and 28th Avenue South based on the conceptual layout illustrated on page 2 of the S445 Site Access Concurrence Letter attached as Exhibit N.

6. Section 6.5 of the Agreement is hereby amended as follows:

a. A new Section 6.5(k) is added as follows:

(k) SMC 15.36.120.C. Sound Transit will provide open space and associated paving and landscaping, in the form of plazas, at principal ground-level Station entry points

as part of the Project, in an amount sufficient to accommodate transit circulation needs and a community gathering space, to be located near the northern Station entry, with delineations between the two functions, as needed, to ensure that passage of transit patrons and gathering functions do not detract from or conflict with one another.

The Project will provide within the northern Station entry plaza area sufficient space and utilities (electrical and water supply) to support community programming, including a sanitary sewer connection for temporary use by ganged, trailer-borne, portable restrooms. Such community programming will be determined at a later date and may include, but not be limited to, a farmers market and/or two to four food trucks. The maximum distance from any food truck location to restroom facilities shall be 100 feet. The plaza area's design will include built-in outdoor seating in the form of low walls in accordance with Section 4.5(d) of this Agreement, pedestrian scale lighting, landscaping, public art, and access to sun/natural lighting and to weather protection. The plaza area will be visually and physically connected to the bus zone on S. 200th Street by means of an ADA-compliant route, and vertical surfaces facing the public rights-of-way, such as retaining walls, will receive an architectural treatment and /or be softened with landscaping. The programming, operation, and maintenance of the open spaces provided by the Project will be governed by a future agreement as contemplated in accordance with Section 4.8.

7. Section 8.2 of the Agreement is hereby amended as follows:

A new Section 8.2(d) is added as follows:

(d) Urban Design Workshop. Sound Transit shall reimburse the City \$4,500 for an urban design workshop to explore opportunities for transit oriented development around the Angle Lake Station. The City shall invoice Sound Transit for the reimbursement amount. Invoices shall bear a purchase order number and be addressed to Sound Transit, Accounts Payable, 401 S. Jackson Street, Seattle, WA 98104.

8. Exhibits. The following exhibits to the Agreement are amended as follows:

Exhibit E is replaced in its entirety with Exhibit E-1. All references in the Agreement to Exhibit E shall be replaced with reference to Exhibit E-1. Exhibit E-1 includes properties acquired by Sound Transit since execution of the Agreement: King County Tax Parcel Nos. 344500-0095, 344500-0098, 344500-0040.

Exhibit L is revised to correct an inaccurate reference to the exhibit depicting the Light Rail Transit Way. Exhibit L is amended to read "The South Link Project is comprised of the property commonly known as that depicted on Exhibit K, the Light Rail Transit Way. A complete legal description of the South Link Project property is located in the City's project file."

A new Exhibit N (S445 Site Access Concurrence Letter dated August 2, 2013) is added, a copy of which is attached to this Second Amendment.

9. Effect of this Second Amendment. Unless expressly revised by this Second Amendment, all other terms and conditions of the Agreement shall remain in effect and unchanged.

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

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

THE CITY OF SEATAC

By: _____
Joan M. Earl, Chief Executive Officer

By: _____
Todd Cutts, City Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Joanna Valeri, Legal Counsel

By: _____
Mary Mirante Bartolo, City Attorney

Authorized by Motion No. _____

Authorized by Resolution No. _____

EXHIBIT E-1

(Revised)

EXHIBIT L

(Revised)

EXHIBIT L

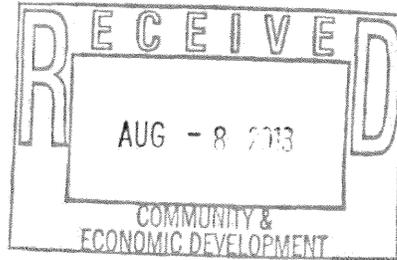
LEGAL DESCRIPTION FOR SOUTH LINK PROJECT

The South Link Project is comprised of the property commonly known as that depicted on Exhibit K, the Light Rail Transit Way. A complete legal description on the South Link Project property is located in the City's project file.

EXHIBIT N



August 2, 2013



Mr. Ali Shasti, Manager
Engineering Review Division
City of SeaTac
4800 S 188th Street
SeaTac, WA 98188-8605

**SUBJECT: Concurrence Letter: South 200th Link Extension
S445 Site Access Points & Signal**

Dear Mr. Shasti,

This letter is to address your request for updated information which we have prepared for incorporation into our upcoming design-build RFP solicitation for the proposed parking garage for the Angle Lake Station and to request your concurrence with the site access points and traffic signal location proposed herein. Attached are the relevant sections of the Project Requirements detailing this proposal:

- (1) Section 4.4.1—Perimeter Streets, describing configuration of the streets bounding the site, including the City’s concept for a potential future roundabout at 28th Avenue S and 26th Avenue S.
- (2) Section 4.6.2—Vehicular Access & Traffic Considerations, describing and illustrating approximate proposed site access connection points to the three perimeter streets. This also shows the location of existing and proposed traffic signals.

Sound Transit and the City acknowledge that the proposed traffic signal must be operational as a condition for issuing a Certificate of Occupancy for the Angle Lake Station parking garage.

We would appreciate the City’s review of this information and concurrence with the documented approach by August 7, 2013.

CHAIR

Pat McCarthy
Pierce County Executive

VICE CHAIRS

Julia Patterson
King County Councilmember

Paul Roberts
Everett Councilmember

BOARD MEMBERS

Claudia Balducci
Bellevue Councilmember

Fred Butler
Issaquah Council President

Richard Conlin
Seattle Councilmember

Dow Constantine
King County Executive

Dave Earling
Edmonds Mayor

Dave Enslow
Sumner Mayor

John Marchione
Redmond Mayor

Joe McDermott
King County Councilmember

Mike McGinn
Seattle Mayor

Mary Moss
Lakewood Councilmember

Lynn Peterson
Washington State Secretary of Transportation

Larry Phillips
King County Councilmember

Marilyn Strickland
Tacoma Mayor

Peter von Reichbauer
King County Councilmember

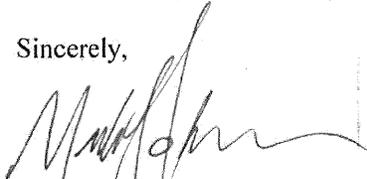
CHIEF EXECUTIVE OFFICER

Joni Earl

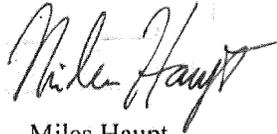
Mr. Ali Shasti
Page 2,
August 2, 2013

If you have any additional questions please contact me at (206) 398-5192.

Sincerely,



Mark Johnson, AIA, NCARB
Senior Project Manager
DECM

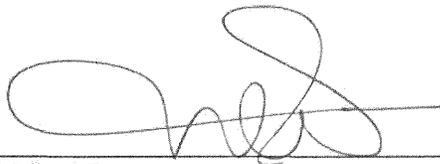


Miles Haupt
Project Director
DECM

Concurrence:

City of SeaTac

By:



Ali Shasti, M.S., P.E
Engineering Review Division Manager
Community & Economic Development
City of SeaTac

AS, 8-8-13

Date

Attached:

- Project Requirements for perimeter streets, site access points, and traffic signal location

Cc: Miles Haupt
Rod Kempkes
Jon Mihkels
Kent Ng
Doc Control

RESOLUTION NO. 13-014

A RESOLUTION of the City Council of the City of SeaTac, Washington confirming the appointment of Stephen K. Causseaux, Jr. by the City Manager as the City Hearing Examiner, providing for appointment of a Hearing Examiner Pro-Tem, and authorizing the City Manager to enter into contracts for Hearing Examiner services.

WHEREAS, Section 1.20.030 of the SeaTac Municipal Code provides for appointment of the Hearing Examiner by the City Manager, subject to confirmation by the Council, to serve a term of two years; and

WHEREAS, Section 1.20.060 of the SeaTac Municipal Code provides for appointment of the Hearing Examiner Pro-Tem by the City Manager, subject to confirmation by the Council, to serve a term of two years; and

WHEREAS, the City Manager appoints Stephen K. Causseaux, Jr. as the City Hearing Examiner subject to confirmation of the City Council;

WHEREAS, the City Manager believes that Stephen K. Causseaux, Jr. is qualified to serve as the City's Hearing Examiner, based upon his qualifications, including his training, actual experience in, and knowledge of administrative and quasi-judicial hearings on zoning, subdivision, and other land use regulatory enactments; and

WHEREAS, the City Council finds that it is appropriate that the Hearing Examiner appoint a Hearing Examiner Pro-Tem, as necessary, to fulfill the duties of the Hearing Examiner set forth in the SeaTac Municipal Code;

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

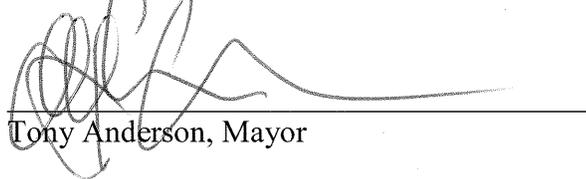
1) The appointment by the City Manager of Mr. Stephen K. Causseaux, Jr. to the position of City Hearing Examiner is hereby confirmed through December 31, 2014, as specified by Ordinance, and the jurisdiction of Mr. Causseaux to perform all previous official acts, hearings, and decisions are confirmed and ratified in all respects; and

2) The Hearing Examiner is authorized to appoint, as necessary, a Hearing Examiner Pro-Tern, in order to fulfill the duties of Hearing Examiner as set forth in the SeaTac Municipal Code; and

3) The City Manager is authorized to enter into contracts, in substantially similar form as attached hereto in Exhibit A, for Hearing Examiner services with the Hearing Examiner and Hearing Examiner Pro-Tem.

PASSED this 12th day of November, 2013 and signed in authentication thereof on this 12th day of November, 2013.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Confirmation of Hearing; Examiner 2014-2015]

HEARING EXAMINER CONTRACT

THIS CONTRACT, is made and entered into effective on the date upon which the last party to sign this Contract so signs the Contract, by and between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and Stephen K. Causseaux, Jr., hereinafter referred to as the "Hearing Examiner."

WHEREAS, the Hearing Examiner has been appointed as the Hearing Examiner for the City; and;

WHEREAS, the City Council wishes to contract with the Hearing Examiner under the terms and conditions set forth herein; and

In consideration of the mutual benefits to be derived by the parties herein, the parties agree as follows:

1. **EMPLOYMENT.** The City hereby agrees to retain and employ the Hearing Examiner to preside over quasi-judicial and appellate matters in accordance with Chapter 1.20 of the SeaTac Municipal Code (hereafter SMC). The Hearing Examiner hereby agrees to serve the City pursuant to this Contract.

2. **SCOPE OF SERVICES.** The Hearing Examiner shall perform all of the duties set forth in Chapter 1.20 of the SeaTac Municipal Code, and all other actions reasonably necessary to fulfill the obligations of the position, as established by State statute or City Ordinance. The provisions of SMC 1.20 and Chapter 35.63.130 of the Revised Code of Washington (hereafter RCW) are incorporated by reference as if fully set forth herein.

3. **TIME FOR BEGINNING AND COMPLETION.** This Contract shall be effective January 1, 2014, and continue in effect through December 31, 2015.

4. **COMPENSATION.** The Hearing Examiner shall provide services to the City at an hourly rate of \$150.00 for the performance of the duties described herein. Any additional costs incurred in the performance of the Hearing Examiner's duties that are subject to reimbursement are stated below:

Secretary	\$50.00 per hour
Clerk	\$25.00 per hour

All compensation and costs that are billed at an hourly rate shall be billed in quarter-hour increments. Other costs not specifically specified in this Contract will only be paid if mutually agreed upon in writing between the City and the Hearing Examiner.

5. **BILLING AND PAYMENT.** The Hearing Examiner shall submit a final invoice to the City within thirty (30) days after a hearing decision is rendered. The City shall make payments to the Hearing Examiner within forty-five (45) days of receipt of the invoice. Each invoice shall contain a detailed description of charges. The Hearing Examiner shall provide additional information to the City explaining charges upon request.

6. **INDEPENDENT CONTRACTOR.** The Hearing Examiner is an independent contractor for the performance of services under this Contract. The City shall not be liable for, nor obligated to pay to the Hearing Examiner, or any employee of the Hearing Examiner, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Hearing Examiner which may arise as an incident of the Hearing Examiner performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Hearing Examiner. The Hearing Examiner will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Contract and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Hearing Examiner.

7. **RECORDS INSPECTION AND AUDIT.** The Hearing Examiner shall keep all records related to this Contract for a period of three (3) years following completion of the work for which the Hearing Examiner is retained. The Hearing Examiner shall return the City's original records to the City. The Hearing Examiner shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Hearing Examiner. Upon request, the Hearing Examiner will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Hearing Examiner, but the Hearing Examiner may charge the City no more than 15 cents (\$0.15) per page for copies requested for any other purpose.

8. **OWNERSHIP OF WORK PRODUCT.** Any and all documents, drawings, reports, and other work product produced by the Hearing Examiner under this Contract shall become the property of the City upon payment of the Hearing Examiner's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Hearing Examiner.

9. **EQUAL EMPLOYMENT OPPORTUNITY.** The Hearing Examiner shall strictly abide by all local, state and federal equal employment opportunity laws and policies relating to the establishment of non-discrimination in hiring and employment practices, and assuring the service of all clients, customers or involved members of the public without discrimination.

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

The City shall indemnify and hold harmless the Hearing Examiner and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or

omission of the City, its officers, agents and employees, or any of them relating to or arising out of the performance of this Contract; and if final judgment be rendered against the Hearing Examiner and its officers, agents and employees or any of them, or jointly against the Hearing Examiner and the City and their representative officers, agents and employees, or any of them, the City shall satisfy the same to the extent that such judgment was due to the City's negligent act or omissions.

11. GENERAL COMPREHENSIVE LIABILITY INSURANCE. The Hearing Examiner shall secure and maintain a policy of comprehensive general liability insurance with an insurance company licensed to do business in the State of Washington, with policy limits of not less than \$1 million dollars. Written proof of the insurance policy shall be filed with the City.

12. RESTRICTION AGAINST ASSIGNMENT. The Hearing Examiner shall not assign this Contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City. The Hearing Examiner shall not subcontract part of the consulting services to be performed hereunder, without first obtaining the written consent of the City.

13. TERMINATION OF CONTRACT. Either the City or the Hearing Examiner may terminate the work in the event the other party fails to perform in accordance with the provisions of this Contract. Termination of this Contract is accomplished by either party giving the other party written notice of such termination, specifying the reason for the termination, the extent and effective date thereof, by not sooner than sixty (60) days from date of such notice, providing that the Hearing Examiner shall complete and be compensated for any duties previously assigned and accepted. The Hearing Examiner recognizes that he may be removed from office at any time for just cause by the affirmative vote of a majority of the whole membership of the City Council, pursuant to SMC 1.20.040.

14. CONTRACT ADMINISTRATION. This Contract shall be administered by Stephen K. Causseaux, Jr. on behalf of the Hearing Examiner and by the City Manager on behalf of the City. Any written notices required by terms of this Contract shall be served or mailed as follows:

If to the City:
City Manager
City of SeaTac
4800 S. 188th St.
SeaTac, WA 98188

If to the Hearing Examiner:
Stephen K. Causseaux, Jr.
McCarthy & Causseaux
902 South 10th Street
Tacoma, WA 98405

15. CONSTRUCTION AND VENUE AND DISPUTE RESOLUTION. This Contract shall be construed in accordance with the laws of the State of Washington. It is agreed that King County, Washington shall be the venue for any arbitration or lawsuit arising out of this Contract. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this Contract until the parties have exhausted the arbitration procedures required in the following paragraph.

If a dispute arises from or relates to this Contract or the breach thereof, and if the dispute cannot be resolved through direct negotiations between the parties, then the parties agree to first settle their dispute by arbitration, which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or

through the American Arbitration Association. All fees and expenses for arbitration shall be borne by the parties equally. However, each party shall bear the expenses of its own counsel, experts, witnesses, and preparation of evidence.

16. MERGER AND AMENDMENT. This Contract contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by all parties hereto.

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

CITY OF SEATAC

HEARING EXAMINER

By: _____
Title: City Manager

By: _____
Title: Hearing Examiner

Date: _____

Date: _____

Approved as to Form:

SeaTac Legal Department

RESOLUTION NO. 13-015

A RESOLUTION of the City Council of the City of SeaTac, Washington, authorizing the City Manager to enter into Development Agreement with Park-N-Jet, LLC.

WHEREAS, RCW 36.70B.170 through 36.70B.200 and SMC 15.05.057 authorize the City to enter into Development Agreement with persons or entities having ownership or control of real property within the City; and

WHEREAS, notice was published and mailed to surrounding owners pursuant to SMC 16.07.030, and the Council having held a public hearing on November 26, 2013; and

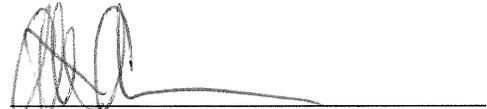
WHEREAS, the Council finds the proposed Development Agreement satisfies the criteria of SMC 15.22.055 and remains generally consistent with current City development regulations and that the departures therefrom are offset by benefits to be received by the City;

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

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

PASSED this 26th day of November, 2013 and signed in authentication thereof on this 26th day of November, 2013.

CITY OF SEATAC



Tony Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[Park-N-Jet, LLC Development Agreement]

FINAL DRAFT

DEVELOPMENT AGREEMENT BETWEEN PARK-N-JET, LLC and THE CITY OF SEATAC, WASHINGTON

Pursuant to the authority granted by RCW 36.70B.170 through 210, the city of SeaTac, a Washington municipal corporation (“City”) and Park-N-Jet, LLC, a Washington limited liability corporation (“Owner”), enter into the following agreement to promote development of certain real property located within the City, upon the following terms and conditions (“Agreement”).

1.0. RECITALS

1.1 Location of the Property. The real property is subject to this agreement is located at 18420 8th Avenue South, SeaTac, Washington. This agreement covers parcel(s) 322304-9049, 322304-9113, and 322304-9081 as shown in *Exhibit A*.

1.2 Use of the Property. Park-N-Jet, LLC currently uses the property for “public/private parking” which is an allowed use under the Community Business (CB-C) zone.

1.3 Consistency with Development Regulations. The proposed use of the property by Park-N-Jet, LLC is permitted and will be generally consistent with current City development regulations, and the departures therefrom provided by this Agreement are offset by the public benefits to be received from Park-N-Jet, LLC.

1.4 Council Approval. Pursuant to RCW 36.70B.200 and Sections 15.22.055 and 16.07.030 of the SeaTac Municipal Code (“SMC”), a public hearing has been held before the City Council and the Council has enacted a Resolution authorizing the City manager to enter into this Agreement.

1.5 Other Applicable Standards. Unless otherwise specified herein, all other applicable City standards shall be met.

2.0. BENEFITS

2.1 Benefits to City. The City recognizes that the following benefits will accrue from the use and development of the property as proposed by Park-N-Jet, LLC:

a. 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 within 90 days of the execution of this Agreement transfer funds to the City in the amount of \$19,622.40, which includes material, labor and sales tax for 56 trees.

b. Park-N-Jet, LLC will extend and construct off-site street improvements along 8th Avenue South on or before December 31, 2014, as a public benefit. The off-site improvements include curb, gutter and sidewalk adjacent to parcel numbers 322304-9113 and 322304-9081 and sidewalk extending to the existing crosswalk at 8th Avenue South adjacent to parcel number 322304-9141. These improvements, which are outside the project area, would not otherwise be required under the Municipal Code as substantially described in Exhibit B, will be included with frontage improvements that are required by the SeaTac Municipal Code Chapter 13.200. The combination of both types of improvements will extend curb, gutter and sidewalk for approximately 618 lineal feet (LF) and an additional 160 lineal feet (LF) of sidewalk improvements. These additional improvements have an estimated value of \$48,612.23. The combined value of cash and frontage improvements is \$68,234.63 as a public benefit.

3.0. TEMPORARY DEPARTURE FROM LANDSCAPE STANDARDS

The following temporary departures to SeaTac Municipal Code (SMC) 15.14.090 Landscaping of Surface Parking Areas are granted, subject to the terms of this Agreement.

3.1 The Owner does not have to provide at least ten percent (10%) of the interior parking area with landscaping when the total number exceeds twenty (20) parking stalls, per SeaTac Municipal Code 15.14.090 (A).

3.2 The Owner does not have to provide at least one (1) interior landscape island for every seven (7) parking stalls within the parking lot, per SeaTac Municipal Code 15.14.090 (B).

3.3 The Owner does not have to provide at least one (1) tree in each landscape island, per SeaTac Municipal Code 15.14.090 (C).

3.4 The Owner is granted a temporary departure from Sections A through F of SeaTac Municipal Code 15.15.140 – Pedestrian Circulation Through Surface Parking Lots.

4.0. TERM

4.1 Because the redevelopment of the site is expected by December 31, 2033, the City agrees to grant a temporary departure from SMC 15.14.090 and SMC 15.15.140, as outlined in Section 3.0.

4.2 In the event that the Washington State Department of Transportation does not construct State Route (SR) 509 adjacent to or in close proximity to the Park-N-Jet, LLC site by the December 31, 2033 term of this Agreement then Park-N-Jet, LLC may delay application and redevelopment of the site and request an extension in writing from the City for mutually agreed upon period of time.

4.3 For the purpose of this Agreement, redevelopment is defined as the increase in the current land use to a more intensive utilization of the subject parcels including but limited to the construction and placement of permanent structures on the site or structured parking facilities.

4.4 At any time during the term of this Agreement, Park-N-Jet, LLC has the option to install interior landscaping to comply with the SeaTac Municipal Code in existence at the time this Agreement is approved by the City Council. Upon completion of the installation and inspection by the City of the interior landscaping, the City will deem this Development Agreement to be fulfilled. However, in such case, there will be no reimbursement or credit given for any payments transferred to the City pursuant to this Development Agreement.

4.5 In the event Park-N-Jet, LLC does not redevelop the site in accordance with this Development Agreement or has executed an extension to this Agreement, the City shall have the right to declare that Park-N-Jet, LLC has not performed and is in default. If the default is not timely cured, then this Agreement shall automatically terminate and Park-N-Jet, LLC shall be assessed a non-performance penalty of \$100,000.00.

5.0. GENERAL OBLIGATIONS

5.1 Unless otherwise specified herein, all applicable city standards shall be met.

5.2 In the event that this Agreement is terminated due to non-performance, all required and agreed to frontage and site improvements shall be constructed in conformance with the Municipal Code in existence at the time this Agreement is terminated.

5.3 Park-N-Jet, LLC shall apply for a business license within thirty (30) days of the City Council approval of the Agreement, which shall be processed and not unreasonably delayed or withheld.

5.4 This Agreement, once approved by the City Council and executed by Park-N-Jet, LLC shall be filed as a matter of public record in the office of the King County Recorder and shall be in the nature of a covenant running with the land and premises.

5.5 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

5.6 This Agreement shall be binding upon and inure to the benefit of Park-N-Jet, LLC and it's the successors or assignees. The City acknowledges that Park-N-Jet, LLC shall have the right to assign and transfer all or a portion of the interests, rights and obligations under this Agreement to other parties acquiring an interest or estate in the Park-N-Jet, LLC Property. Consent by the City shall not be required for any transfer of rights pursuant to this Agreement.

5.7 If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then the Development Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.

5.8 This Agreement shall not be modified or amended except through written approval by the City as authorized by the City Council and Park-N-Jet, LLC or their respective successor's interest.

5.9 Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement.

5.10 Park-N-Jet, LLC agrees that in the event of a proposed sale, gift, transfer, segregation, assignment or other conveyance of the Property, Park-N-Jet, LLC shall disclose the existence of this Agreement to the interested party. Park-N-Jet, LLC also agrees that, upon closing a sale, gift, transfer, segregation, assignment or other conveyance of the Property, Park-N-Jet, LLC shall give notice to the City.

5.11 This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

5.12 All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to any other party shall be in writing and be either (1) delivered personally, (2) sent by facsimile transmission with an additional copy mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City: City of SeaTac
4800 S. 188th Street
SeaTac, WA 98188
Attn: City Manager

If to Owner: Park-N-Jet, LLC
Attn: Jag Basra
P. O. Box 2127
Kirkland, WA 98083

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to who such notice shall be given.

6.0. DISPUTE RESOLUTION

6.1 Party Consultation. In the event of any dispute as to the interpretation or application of the terms or conditions of this Agreement, a representative of Park-N-Jet, LLC, and the City Manager shall meet within ten (10) business days after request from any party for the purpose of attempting in good faith to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information.

6.2. Mediation. If mediation is requested by either party, the City and Park-N-Jet, LLC shall proceed expeditiously and shall promptly respond to the requests of the mediator. Either the City

City of SeaTac and Park-N-Jet, LLC Development Agreement

or Park-N-Jet, LLC may terminate mediation by written notice to the other if the mediation has not successfully concluded within sixty (60) days after request for mediation.

6.3. Judicial Process. In the event that a dispute cannot be resolved by the foregoing methods, any aggrieved party may commence an action in King County Superior Court, as may be allowed by law and court rules.

IN WITNESS WHEREOF, the undersigned have set their hands the day and date set out next to their signatures.

DATE: _____

PARK-N-JET, LLC,
a Washington limited liability corporation

By _____

DATE: _____

CITY OF SEATAC

By _____
Todd Cutts, City Manager

Approved as to Form:

Mary Mirante Bartolo, City Attorney

