



City of SeaTac

Regular Council Meeting Agenda

March 26, 2024
6:00PM

City Hall
Council Chambers

Times listed are estimates only.

This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live-streamed on the City's website <https://www.seatacwa.gov/seatvlive>.

CALL TO ORDER:

ROLL CALL:

FLAG SALUTE

AGENDA REVIEW:

- 6:05 PUBLIC COMMENTS (any topic):** The City Council is providing in-person, remote oral, and written public comment opportunities. All comments shall be respectful in tone and content. Signing-up for in-person or remote comments or providing written comments must be done by 2 p.m. the day of the meeting. Instructions for providing remote and email or text public comments are located at the following link: [Hybrid Council Meetings and Public Comments](#). Any requests to speak or provide written public comments which are not submitted following the instructions provided or by the deadline will not be included as part of the record.

1. PRESENTATIONS: **Page 4**

- 6:15 Sexual Assault Awareness Month Proclamation (Total Time: 5 Minutes)**
By: Mayor Mohamed Egal / King County Sexual Assault Resource Center (KCSARC) Chief Executive Officer Kate Krug
- 6:20 Women's History Month Proclamation (Total Time: 5 Minutes)**
By: Councilmember Iris Guzmán / Soroptimists Vice President Julie Schisel and member Pam Fernald
- 6:25 State Legislative Session Wrap Up Presentation. (Total Time: 30 Minutes / Presentation Time: 20 Minutes) **Page 6****
By: Government Relations & Communications Manager Kyle Moore / Gordon Thomas Honeywell Holly Sanabria
- 6:55 Flock presentation to answer Councilmembers questions. (Total Time: 30 Minutes / Presentation Time: 5 Minutes) **Page 15****
By: Police Chief Troy Smithmeyer / Flock representatives Kyle Egkan and Hector Soliman-Valdez

7:25 Key City Issues and Requests for Direction (Total Time: 10 Minutes / Presentation Time: 5 Minutes)

By: City Manager Carl Cole

7:35 Committee Updates (for items not included on the agenda) and review of proposed Council Requests (Total Time: 10 Minutes)

By: City Council

7:45 2. CONSENT AGENDA: Page 21

Approval of claims vouchers (check no. 138178 - 138265) in the amount of \$785,110.02 for the period ended March 21, 2024. (\$1,720 void)

Approval of payroll vouchers (check no. 56427 - 56433) in the amount of \$8,035.66 for the period ended March 15, 2024.

Approval of payroll electronic fund transfer (check no. 115648 - 115821) in the amount of \$591,315.43 for the period ended March 15, 2024.

Approval of payroll wire transfer in the amount of \$193,093.01 for the period ended March 15, 2024.

Approval of Council Meeting Minutes:

Parks & Recreation Committee meeting held February 8, 2024

Transportation & Public Works Committee meeting held February 22, 2024

Council Study Session held March 12, 2024

Regular Council Meeting held March 12, 2024

The following item was reviewed at the March 7, 2024 Administration & Finance Committee meeting and recommended for placement on this Consent Agenda:

Agenda Bill #6392; An Ordinance amending the City's 2023-2024 Biennial Budget. Page 31

The following item was reviewed at the March 14, 2024 Parks & Recreation Committee meeting and recommended for placement on this Consent Agenda:

Agenda Bill #6377; A Motion authorizing the City Manager to Execute an Interlocal Agreement for Waterfowl (Canada Goose) Management Program beginning in 2024 through 2028. Page 48

The following item was reviewed at the March 12, 2024 Council Study Session and recommended for placement on this Consent Agenda:

Agenda Bill #6319; An Ordinance amending Chapter 3.31 of the SeaTac Municipal Code related to Purchasing. Page 65

The following item was reviewed at the February 15, 2024 Planning & Economic Development Committee meeting and recommended for placement on this Consent Agenda:

Agenda Bill #6402; An Ordinance amending SeaTac Municipal Code chapter 15.600, "Sign Code". Page 69

The following item was reviewed at the March 14, 2024 Transportation & Public Works Committee meeting and recommended for placement on this Consent Agenda:

Agenda Bill #6399; A Motion authorizing the City Manager to execute a Purchase and Sale agreement with Little TJ, LLC to sell City-owned real property at 1140 South 200th Street. Page 110

ACTION ITEMS:

7:50 3. An Ordinance authorizing the City Manager to execute a contract with JLL, Inc., for owner's representative services for a new civic campus and amending the 2023-2024 Biennial Budget to provide project funding. (Total Time: 20 Minutes / Presentation Time: 10 Minutes) Page 149

By: Public Works Director William Appleton

8:10 4. Agenda Bill #6332; A Motion directing staff to engage in further evaluation of the Bullpen property for possible acquisition or other future action by the City Council. *(Total Time: 10 Minutes / Presentation Time: 5 Minutes)* **Page 191**

By: Community and Economic Development Director Evan Maxim

8:20 UNFINISHED BUSINESS:

8:25 COUNCIL COMMENTS:

EXECUTIVE SESSION:

8:45 ADJOURN:

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



SeaTac City Council

Request for Presentation

Council Consideration:

Sexual Assault Awareness Month Proclamation (*Total Time: 5 Minutes*)

By: Mayor Mohamed Egal / King County Sexual Assault Resource Center (KCSARC) Chief Executive Officer Kate Krug



SeaTac City Council

Request for Presentation

Council Consideration:

Women's History Month Proclamation *(Total Time: 5 Minutes)*

By: Councilmember Iris Guzmán / Soroptimists Vice President Julie Schisel and member Pam Fernald



SeaTac City Council

Request for Presentation

Council Consideration:

State Legislative Session Wrap Up Presentation. (*Total Time: 30 Minutes / Presentation Time: 20 Minutes*)

By: Government Relations & Communications Manager Kyle Moore / Gordon Thomas Honeywell
Holly Sanabria

ATTACHMENTS: End of Legislative Session



CITY OF SEATAC

2024 LEGISLATIVE SESSION

Holly Sanabria

March 26, 2024



PURPOSE

Overview of the
2024 Legislative
Session

Outcome of
SeaTac
Priorities

Statewide Issues

Next Steps

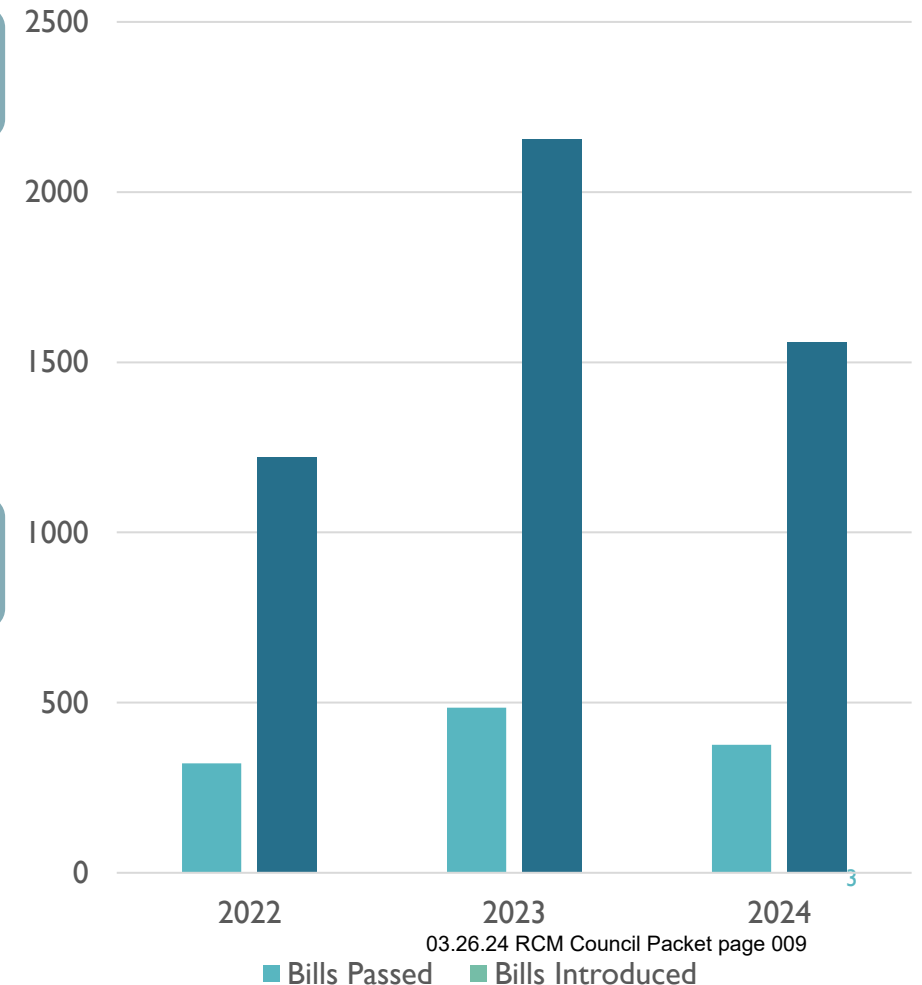
OVERVIEW OF 2024 LEGISLATIVE SESSION

General Context

- Second year of the biennium, 60-day session
- Adopted supplemental operating, capital, and transportation budgets
- 1,560 bills introduced, 376 passed into law

Political Context

- Democrats held strong majorities in House and Senate
- 6 Initiatives to the Legislature



OVERVIEW OF 2024 SUPPLEMENTAL BUDGETS

Operating

- State agency operations
- February revenue forecasts \$1.2 billion increase from when budgets were enacted
- \$2.1 billion in additional spending for a \$71.9 billion biennial budget, \$2.8 billion in reserves
- Local Investments: Eliminates local 25% cost share for BLEA, \$34M for grants to local governments for homeless housing programs and services

Capital

- Public and nonprofit construction projects
- \$1.3B of additional investments for a \$10.3B biennial budget
 - Combination of bond capacity, CCA, federal funds, MTCA, etc.
 - Many investments are contingent on failure of I-2117
- \$72.5M allocated for local community projects (\$62M in 2022)
- Key investments in housing & homelessness, behavioral health, education

Transportation

- State's transportation system including highways, ferries, transit and transportation related agencies
- \$1B of new spending, \$14.6B biennial budget
 - Federal funds, CCA \$, increased MAW revenues
 - Many investments are contingent on failure of I-2117
- Traditional revenues (gas tax, license fees, permits, etc.) are down by \$56M, an 8% decrease
- \$1B in highway preservation funding over the biennium

2024 LEGISLATIVE PRIORITIES

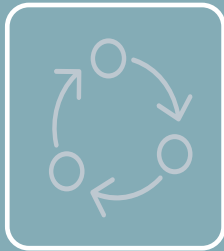
Aviation Impacts

- SB 5955 passed – Senator Keiser/Rep. Orwall led legislation
- Aims to mitigate harm and improve equity
- Includes: Port District Equity Fund & Port District Environmental Equity Fund
- SeaTac in strong support

State Parking Mandates

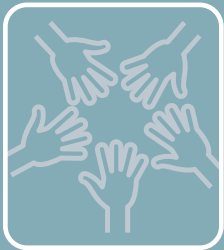
- Several bills introduced this session imposing off-street parking restrictions
- Successfully included language in legislation that excludes SeaTac from these restrictions
- SB 6015, HB 1998

STATEWIDE ISSUES



Increase Workforce Development Opportunities

- Apprenticeship Programs: Two studies funded to increase, improve and remove barriers
- Apprenticeship Access: \$13.5 million to expand opportunities in nursing, construction, manufacturing, electrical trades, etc.



Behavioral Health

- Extending liability protections for co-responders (HB 2088/Orwall)
- Crisis Relief Center Model: 23-hour Crisis Relief Centers expanded to serve children (SB 5853)
- Coordination between BH-ASO's (SB 6251)
- Adolescent Facility: \$15 million



Affordable Housing & Homelessness

- Property Tax Exemption for Nonprofits (HB 2012)
- Affordable Housing Tax Incentives (SB 6175)
- No new revenue source but \$127.5M for Housing Trust Fund and \$232M for housing and homelessness services

NEXT STEPS



Thank the City's legislative delegation

Implement new policies & projects funded with state awards

Interim Action Plan & Steps to prepare for the 2025 session

2025 Legislative Session begins January 13th

QUESTIONS?

Holly Sanabria

State Lobbyist
253-509-2403
hollys@gth-gov.com

Briahna Murray

State Lobbyist, Partner
bmurray@gth-gov.com
(253) 310-5477





SeaTac City Council

Request for Presentation

Council Consideration:

Flock presentation to answer Councilmembers questions. (*Total Time: 30 Minutes / Presentation Time: 5 Minutes*)

By: Police Chief Troy Smithmeyer / Flock representatives Kyle Egkan and Hector Soliman-Valdez

ATTACHMENTS: Questions and Answers

FLOCK Camera Questions

1. How do these cameras comply with current privacy laws and regulations?
 - a. Flock cameras are in full compliance with all applicable federal, state, and local privacy laws.
 - b. Data is encrypted end to end in AWS Cloud, that is located within the US, and we are SOC 2 and 3 compliant.
 - c. Flock Hardware is NDAA Compliant
 - d. Your PD's policy will govern the use of the technology in accordance with local laws.
2. How do the cameras protect people's private information and ensure they are not used for constant monitoring?
 - a. Flock ALPR cameras do not collect any kind of personal information or any information related to people. It only collects data on vehicles, such as vehicle make, model, and color. Additionally, our standard data retention period is 30 days, after which it is hard deleted and not recoverable. Finally, data collected with Flock cameras is not shared or sold by Flock to anyone. Your agency and police department is the only one with access to the data, and only you can choose who you share the data with.
3. How long will data from the cameras be stored, and can this period be adjusted based on need or legal requirements?
 - a. 30 days is standard, but we can change the retention period according to your agency's needs, ensuring that any changes are always in compliance with local, state, and federal laws governing data retention, as these can vary state by state.
4. What is the process for deleting data that is no longer needed, and how is this documented?
 - a. All data has a time to live stamp of 30 days. Meaning each image is marked for hard deletion at exactly 30 days.
 - b. We can connect your IT team with our product team to review the data retention protocol in further detail if desired.

Who has access to this data, and what safeguards prevent misuse or theft?

- c. Your agency owns the data and only they can share it with other law enforcement agencies within the Flock system for legal law enforcement purposes. All searches your officers or officers of an agency perform require a search reason, your policy will require that that be a case number. All searches are auditable
5. Can we set specific rules for what the cameras are used for, such as only finding stolen cars or catching criminals?

- a. Yes. Rules or criteria can be put in place such as looking for only stolen vehicles, or specifically looking for hot listed vehicles.
6. How will we ensure these rules are followed and not used for unnecessary tracking?
 - a. The Flock system provides your department with a robust audit. Your department will be able to share a summary of this audit if requested/ desired.
7. Have these cameras been proven to reduce crimes like auto theft in other cities?
 - a. The data shows that Flock Safety cameras such as Falcon's reduce crime substantially in communities that use our technology, and it happens very quickly after deployment. There are numerous cases and reports that prove the effectiveness of Flock's technology in reducing crime.
8. Can they be integrated smoothly with our current public safety tools?
 - a. Yes, our platform allows your department to log in to our web portal through their MDTs or desktop computers. We also provide integrations to several systems commonly used by law enforcement such as evidence.com .
9. How do we ensure the cameras don't unfairly target specific communities or individuals?
 - a. The deployment of your camera network is devised only by looking at traffic patterns, crime patterns and departmental goals. No racial or economic demographics are taken into account. The cameras themselves only capture vehicle information, no information on people. Your department's policy will guide how the department uses the information gathered from the system.
10. What measures are in place to prevent bias and ensure fair use across all neighborhoods?
 - a. See above.
11. What are the initial and ongoing costs associated with these cameras?
 - a. Our cameras are \$3,000 per year per camera. This includes maintenance and access to the Flock Software.
12. How long do they last, and what are the expected maintenance needs?
 - a. We are a software as a service company, we maintain all of the cameras for you for the life of your contract. If any cameras are defective at any time they are replaced by Flock.
13. Can we set up a public-facing dashboard showing how many license plates were scanned, how many stolen cars were identified, how many crimes were solved with this technology, and how often the data was looked at?
 - a. Yes. Transparency portal
14. Also, can we show information on how we're making sure everything is done right and safely to help people feel more secure and show the cameras are a good investment?

- a. Yes, your department can use the transparency portal to highlight how its using the system, its ROI and its policy.



SeaTac City Council

Request for Presentation

Council Consideration:

Key City Issues and Requests for Direction *(Total Time: 10 Minutes / Presentation Time: 5 Minutes)*

By: City Manager Carl Cole



SeaTac City Council

Request for Presentation

Council Consideration:

Committee Updates (for items not included on the agenda) and review of proposed Council Requests (*Total Time: 10 Minutes*)

By: City Council



SeaTac City Council Request for Council Action

Regular Council Meeting - Hybrid Meeting

Meeting Date: 03/26/2024

Council Consideration:

Approval of claims vouchers (check no. 138178 - 138265) in the amount of \$785,110.02 for the period ended March 21, 2024. (\$1,720 void)

Approval of payroll vouchers (check no. 56427 - 56433) in the amount of \$8,035.66 for the period ended March 15, 2024.

Approval of payroll electronic fund transfer (check no. 115648 - 115821) in the amount of \$591,315.43 for the period ended March 15, 2024.

Approval of payroll wire transfer in the amount of \$193,093.01 for the period ended March 15, 2024.

Approval of Council Meeting Minutes:

Parks & Recreation Committee meeting held February 8, 2024

Transportation & Public Works Committee meeting held February 22, 2024

Council Study Session held March 12, 2024

Regular Council Meeting held March 12, 2024

Attachments

02.08.24 P&R Minutes

02.22.24 T&PW Minutes

03.12.24 CSS Minutes

03.12.24 RCM Minutes



Parks and Recreation Committee Minutes

Thursday, February 8, 2024

4:00 PM

Hybrid Meeting
City Council Chambers

Commence: 4:00 PM

Adjourn: 5:15 PM

Members:	Present	Excused	Unexcused
Iris Guzmán, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mohamed Egal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peter Kwon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other City Council Members Present: Councilmember James Lovell

Staff Present: Mary Tuttle, Parks & Recreation Director; Michael Fitzpatrick, Deputy Parks & Recreation Director; Gwen Rathe, Administrative Assistant III; Gwen Voelpel, Deputy City Manager; Nicole Jones, Recreation Manager

Others Present:

1. Call to Order	Meeting was called to order at 4:00 PM by Chair Iris Guzmán.
2. Roll Call	Roll call was taken. See above.
3. Approval of Minutes	Minutes from the January 11, 2024, meeting were approved as written.
4. Public Comment	None
5. Youth Internship Program Update	<p>Mary Tuttle, Parks & Recreation Director shared some background and context to this topic. Nicole Jones, Recreation Manager shared existing internships within the Highline School District and some of the Recreation positions currently held by teens in the Parks and Recreation Department.</p> <p>Additional considerations and challenges were identified including staffing, recruiting, stipend, transportation, and others. Committee members support a mentorship/internship program of some kind to supplement what we're already doing.</p>

	No Committee action is being requested as this presentation is for informational purposes only.
6. SeaTac Des Moines Creek Park Update	<p>Mary Tuttle gave an update on the SeaTac Des Moines Creek Park trailhead relocation design. She shared a map of the property and the original conceptual design of the entryway off 18th Avenue S. SCORE had concerns about the original design, so a new design was proposed. Michael Fitzpatrick shared the revised conceptual design that was proposed to SCORE. Michael also shared some park amenities, traffic revision plan for the trailhead access drive, revised timeline, and budget. Additional considerations for future discussion and next steps were provided.</p> <p>No Committee action is being requested as this presentation is for informational purposes only.</p>
7. Directors Update	<p>Mary Tuttle gave an update:</p> <ul style="list-style-type: none">• Lovely Jazz Night, Friday, February 9, 5:00-8:00 PM at SeaTac Community Center. Some public outreach will be taking place in the lobby regarding the Angle Lake dock and boat launch project.• Staff members are attending the Tukwila job fair looking for seasonal and summer employment opportunities.• Partnering cities in King County will visit the beach at Angle Lake Park to make recommendations for a lifeguard plan.
	The meeting was adjourned at 5:15 PM.



Transportation & Public Works Committee Meeting Minutes

February 22, 2024
4:30 – 6:00 PM
** Hybrid Meeting **

Commenced:
Adjourned:

<u>Members:</u>	<u>Present</u>	<u>Excused</u>	<u>Unexcused</u>
CM Simpson, Chair	X		
CM Lovell	X		
CM Vinson	X		

Other Councilmembers participating: CM Kwon;

Staff Coordinators: Will Appleton, Public Works Director and Florendo Cabudol, City Engineer

Other Staff Participating; Gwen Voelpel, Deputy City Manager; Anita Woodmass, Senior Management Analyst;

1. Call to Order	Chair Simpson called the meeting to order at 4:31 PM.
2. Public Comment	No public comment
3. Review of the Minutes	January 11 T&PW Minutes were approved
4. SeaTac Signage Program	<p>Discussion/Action</p> <p>Anita Woodmass, Senior Management Analyst, presented the SeaTac signage program.</p> <p>This project started in 2017, originally to discuss large gateway sign designs for the city. It was forwarded to the 2021/22 budget period, and the scope increased to include cohesive signage throughout the city.</p>

	<p>After almost two years of Ad Hoc committee meetings, stakeholder engagement and robust public outreach, a first-choice family of signage designs was selected.</p> <p>Next steps: After council approval of the final designs, the final step of the project will be engaging signage fabrication and installation.</p> <p>Staff are requesting the first-choice family of designs be approved by the Committee and forwarded to Council for final approval.</p> <p>The Committee approved the first-choice candidate family of signage designs, and voted to forward the item to Council for action with a recommendation to approve.</p>
<p>Department Update:</p>	<p>Florendo Cabudol, City Engineer, presented the Department Update.</p> <p>The property at 1140 S 200th that the City acquired several years ago, received two (2) proposals during the Request for Proposal process. These proposals are now being reviewed.</p> <p><u>Projects:</u></p> <p>South 204th Street Improvements – we are refining our schedule of public outreach – and the results will be communicated to both the South 202nd residents and the wider community.</p> <p>Airport Station Area Improvements – still in design phase; scheduled for construction starting early 2025. Designs of infrastructure and signage will be cohesive with the new SeaTac signage designs.</p> <p>2024 Overlay Project is on track for summer 2024 construction, along Des Moines Memorial Drive between South 188th and South 194th Street.</p> <p>34th Avenue South Phase 2 – under design; construction is slated for 2026. Public outreach will be scheduled in the near future. Staff are developing a grant funding strategy to apply for additional grants for this project.</p> <p>WSDOT’s overlay of International Blvd between S 216th Street and South 200th Street is waiting on State Budget. If the project is not in the State’s approved budget, it will be deferred to 2025.</p>

	<p>Public Works Maintenance staff have been very busy removing ADA barriers on public sidewalks, by fixing lifted or uneven sidewalk panels. They have ground down more than 800 joints so far, with a smaller amount left to complete. This work has been successful for staff in developing this skill set.</p>
6. Adjourn	Chair Simpson adjourned the meeting at 5:05 PM.

City of SeaTac

Council Study Session Minutes

March 12, 2024
4:00 PM

City Hall
Council Chambers

CALL TO ORDER: Mayor Mohamed Egal called the SeaTac City Council Study Session (CSS) to order at 4:00 p.m.

COUNCIL PRESENT (in-person): Mayor Mohamed Egal, Deputy Mayor (DM) Iris Guzmán, Councilmembers and (CM) Jake Simpson; **(remote):** CMs Peter Kwon, James Lovell, and Joe Vinson. **Excused absent:** CM Senayet Negusse

STAFF PRESENT (in-person): City Manager Carl Cole, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Multimedia Video Specialist David Inman; Deputy City Manager (DCM) Gwen Voelpel, Finance Director Gwen Pilo, Executive Assistant Lesa Ellis, Information Systems Director Bart Perman; Senior Assistant City Attorney Ha Dao; **(remote):** Community & Economic Development (CED) Director Evan Maxim, Human Resources (HR) Director Mei Barker

AGENDA REVIEW: Hybrid Meeting: Broadcast on SeaTV Government Access Comcast Channel 21, Live-streamed on the City's website <https://www.seatacwa.gov/seatvlive>, in-person and remote options for public participation.

PUBLIC COMMENTS: Earl Gipson – Agenda Bill #6332

Due to technical difficulties, this item was moved forward on the agenda:

AGENDA BILLS:

Agenda Bill #6319; An Ordinance amending Chapter 3.31 of the SeaTac Municipal Code (SMC) related to Purchasing.

Summary: Effective May 6, 2023, Ordinance No. 23-1010 revised the City Manager's signing authority to \$100,000 and set a one-year trial period for contracts \$100,000-\$150,000 to be approved on the consent agenda. During this one-year trial period, only 1 contract was approved using this process.

In addition, during this same period, only four grants between \$100,000 - \$150,000 were approved by Council on the Consent Agenda.

Due to the low number of contracts and grants approved between \$100,000 and \$150,000, staff is recommending increasing City Manager signing authority to \$150,000 for contracts and grants.

City Clerk Gregg reviewed the agenda bill summary.

Council consensus / direction: Refer to March 26, 2024 RCM as a Consent Agenda Item

PRESENTATIONS:

Code Compliance Program.

CED Director Maxim provided an overview of the program, including the process, case study, challenges, and next steps.

Council discussion ensued regarding the program next steps, staffing, and violations.

AGENDA BILLS (continued):

Agenda Bill #6332; A Motion directing staff to engage in further evaluation of the Bullpen property for possible acquisition or other future action by the City Council.

Summary: City staff have and continue to work with the property owner of a property located at 20001 International Boulevard (IB); this property is generally referred to as the "Bullpen" property. The property owner has shared that they intend to sell the property with staff and Economic Development (ED) staff have worked with the property owner and local developers to facilitate several possible projects. Unfortunately, staff have also understood that the property may be contaminated, and the cost of cleaning up the contamination has prevented the sale and re-development of the Bullpen property to date.

The Bullpen property is located in the Urban Center and within the Angle Lake subarea. The property currently contains three buildings and associated parking. Two of the buildings are entirely vacant. The third building is partially

AGENDA BILLS (continued):

Agenda Bill #6332 (continued): occupied by a retail business. All three buildings are in poor condition and may discourage investment and new development in the Angle Lake subarea. The SeaTac Comprehensive Plan (CP) and Angle Lake subarea plan support the development of the Bullpen property as either multifamily, mixed-use development, or another type of transit-oriented development (TOD).

Consistent with the City Council's adopted Strategic Real Estate Plan, staff has completed an initial assessment of possibly acquiring the Bullpen to advance a variety of policy objectives contained in the SeaTac CP and Angle Lake subarea, which is attached to this Agenda Bill. Based upon this preliminary review, staff recommends proceeding with further site investigation to inform a future City Council action (e.g., possible acquisition of the Bullpen property). It is likely that further site investigation will require an expenditure by the City to conduct an environmental assessment to determine the extent of pollution and the cost of clean-up. If the City Council authorizes further investigation, staff will scope out and prepare a budget amendment for City Council action.

CED Director Maxim reviewed the agenda bill summary.

Council discussion ensued regarding the property and options for moving forward, responsibility to clean up the property,

Council consensus / direction: Refer to March 26, 2024 Regular Council Meeting (RCM) as an Action Item

EXECUTIVE SESSION: None

ADJOURNED: Mayor Egal adjourned the meeting at 5:09 p.m.

City of SeaTac

Regular Council Meeting Minutes

March 12, 2024
6:00 PM

City Hall
Council Chambers

CALL TO ORDER: Mayor Mohamed Egal called the SeaTac City Council Regular Meeting to order at 6:00 p.m.

COUNCIL PRESENT (in-person): Mayor Mohamed Egal, Deputy Mayor (DM) Iris Guzmán, and Councilmember (CM) Jake Simpson; **(remote):** CMs Peter Kwon, James W. Lovell, and Joe Vinson; **Excused absent:** CM Senayet Negusse

STAFF PRESENT (in-person): City Manager Carl Cole, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Multimedia Video Specialist David Inman; Deputy City Manager (DCM) Gwen Voelpel, Finance Director Gwen Pilo, Community and Economic Development (CED) Director Evan Maxim, Police Chief Troy Smithmeyer, Public Works (PW) Director William Appleton, City Engineer Florendo Cabudol, Senior Planner Zack Shields, Engineering Manager Brenton Cook, Principal Planner Kate Kaehny, Planning Manager Jenn Kester

STAFF PRESENT (in-person): City Manager Carl Cole, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Multimedia Video Specialist David Inman; Deputy City Manager (DCM) Gwen Voelpel, Finance Director Gwen Pilo, Executive Assistant Lesa Ellis, Information Systems Director Bart Perman; Senior Assistant City Attorney Ha Dao; Government Relations & Information Manager Kyle Moore, Human Resources (HR) Director Mei Barker; **(remote):** Community & Economic Development (CED) Director Evan Maxim, Planning Manager Jenn Kester

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

AGENDA REVIEW: Hybrid Meeting: Broadcast on SeaTV Government Access Comcast Channel 21, Live-streamed on the City's website <https://www.seatacwa.gov/seatvlive>, in-person and remote options for public participation.

PUBLIC COMMENTS (any topic):

Andrea Arellano – crimes against her
Earl Gipson - Density

PRESENTATIONS:

Key City Issues and Requests for Direction

City Manager Cole commented on the following items:

- Contracts between \$50,000.01 and \$100,000 for July – November 2023
- Highline School District (HSD) to honor SeaTac Parks staff Nicole Jones and her staff for their work with kids in the HSD
- An issue with Recology not picking up at one of the 7-11 stores has been resolved.
- Asylee update and challenges.
- Calendar

Council discussion ensued regarding asylum seekers.

Committee Updates (for items not included on the agenda) and review of proposed Council Requests

DM Guzmán: Administration & Finance (A&F)

CONSENT AGENDA:

Approval of claims vouchers (check no. 138089 -138177) in the amount of \$479,476.08 for the period ended March 7, 2024. (reissued 138085 - 138088)

Approval of claims EFTs in the amount of \$77,464.15 for the period ended February 27, 2024. Approval of payroll vouchers (check no. 56418 - 56425) in the amount of \$243,109.19 for the period ended February 29, 2024.

Approval of payroll electronic fund transfer (check no. 115477 - 115647) in the amount of \$583,269.79 for the period ended February 29, 2024.

Approval of payroll wire transfer in the amount of \$191,705.22 for the period ended February 29, 2024.

CONSENT AGENDA (continued):

Approval of Council Meeting Minutes:

Administration & Finance Committee meeting held February 1, 2024

Council Retreat held February 10, 2024

Regular Council Meeting held February 27, 2024

The following item was reviewed at the February 15, 2024 Planning & Economic Development Committee meeting and recommended for placement on this Consent Agenda:

Agenda Bill #6391; An Ordinance #24-1005 authorizing the City Manager to execute an amendment to the professional services contract with Otak, Inc. for the SeaTac 2044 Major Comprehensive Plan Update project and amending the City's 2023-2024 Biennial Budget.

MOVED BY SIMPSON, SECONDED BY GUZMÁN TO ACCEPT THE CONSENT AGENDA AS PRESENTED.

MOTION CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS: None

COUNCIL COMMENTS:

CM Vinson: March 1 Puget Sound Regional Council (PSRC) Working Together regional workshop for newly elected.

CMs Kwon and Lovell: National League of Cities (NLC) Congressional City Conference

DM Guzmán: thanked Ms. Arellano for making her public comment.

Mayor Egal: South King County (SKC) Mayor's monthly meeting

This was removed from the agenda prior to the meeting.

EXECUTIVE SESSION: To receive and evaluate complaints or charges brought against a public officer or employee RCW 42.30.110(1)(f) / Potential Litigation RCW 42.30.110(1)(i)

ADJOURNED: MAYOR EGAL ADJOURNED THE REGULAR MEETING OF THE SEATAC CITY COUNCIL AT 6:29 P.M.

Mohamed Egal, Mayor

Kristina Gregg, City Clerk



SeaTac City Council

Request for Council Action

Agenda Bill #: 6392

Council consideration: An Ordinance amending the City's 2023-2024 Biennial Budget.

Date Action Requested: RCM: 03/26/2024

Review Dates: A&F: 03/07/2024

Prepared By: Gwen Pilo, Finance Director

Amount: \$20,000.00

Budgeted?: No

Applicable Fund Name: General Fund

ANALYSIS:

The Parks & Recreation Department has submitted a budget request to the City Manager for approval. The City Manager has approved the Decision Card requests and the Finance Director is presenting them to you for consideration as a budget amendment.

Two Decision Cards included in this amendment are the addition of 8 lifeguards and an Aquatic Coordinator to support the Angle Lake lifeguard program and the other is for the conversion of the traditional 4th of July fireworks show to a Drone Show.

The line-item detail is presented in Exhibit A.
The Fund Summary is presented in Exhibit B.
The Decision Cards with complete details are provided in Exhibit C.

General Fund (001) requests a total of \$20,000 for expenditures. The traditional fireworks show cost \$25,000 in 2023. The city provided \$20,000 and \$5,000 was contributed by the Angle Lake Shore Club. The city has \$20,000 budgeted for the 4th of July celebration in 2024. Conversion to a Drone Show will require an additional \$20,000.

The ARPA Fund (113) Decision Card requests the approval of an Aquatics Coordinator and 8 additional lifeguards. There is no cost to this request as \$270,000 was previously budgeted for the Angle Lake Summer Lifeguard Services program and the additional FTE's will be paid for out of the current budget. The FTE's only need to be authorized by the Council to add them to the FTE count.

The grand total of all funds equals \$20,000 for expenditures.

BUDGET SIGNIFICANCE: The General Fund has excess reserves of around \$11.8 million. The Angle Lake Lifeguard Program is fully funded in the 113 Fund and only authorization of the FTE's is required.

COMMITTEE REVIEW(S) AND RECOMMENDATION(S):

The Administration and Finance Committee reviewed the request at its March 7, 2024, meeting and recommended this item be placed on the March 26, 2024, Council Meeting consent agenda for Council approval.

ALTERNATIVE(S): Not amend the budget to fund the programs and provide staff direction.

ATTACHMENTS:

Proposed Ordinance

Exhibit A - Line Item Detail

Exhibit B - Total By Fund

Exhibit C - Decision Cards

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending the 2023-2024 Biennial Budget revenue and expenditures.

WHEREAS, the Administration and Finance Committee, on March 7, 2024, reviewed the proposed amendment submitted by the City Manager and Finance Director which details recommended changes in expenditure line items and authorizes additional FTE's in the 2023-2024 Biennial Budget; and

WHEREAS, it is necessary for the City Council to amend the 2023-2024 Biennial Budget to provide additional appropriation authority to fund certain expenditures identified in Exhibit A;

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

Section 1. A listing of the adjustment requests is included by line item, amount, and fund as shown in the attached Exhibit A. Decision Cards providing detailed descriptions are included as Exhibit C.

Section 2. The 2023-2024 Biennial Budget for the City of SeaTac, covering the period from January 1, 2023, through December 31, 2024, is hereby amended with a total 2024 ending fund balance in the amount of \$109.8 million for all budgeted funds. The City's 2023-2024 biennial budget is attached as Exhibit B, and includes budgeted revenues and expenditures for the 2023-2024 biennium in the amounts and for the purposes shown separately and in the aggregate totals for all such funds as displayed.

Section 3. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this _____ day of _____, 2024, and signed in authentication thereof on this _____ day of _____, 2024.

CITY OF SEATAC

Mohamed Egal, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to form:

Mary E. Mirante Bartolo, City Attorney

[Effective Date: _____]

[2023-2024 Biennial Budget Amendment Ordinance]

EXHIBIT A
2023-2024 Biennial Budget Amendment

Revenue

2023-2024
TOTAL
\$0

Expenditures

<u>FUND #</u>	<u>BARS#</u>	2023-2024	<u>Description</u>
		TOTAL	
001	001.000.10.573.90.41.000	\$20,000	Professional Services
	<i>General Fund (001) Total</i>	<i>\$20,000</i>	
	Grand Total - ALL FUNDS	<u>\$20,000</u>	

CITY OF SEATAC, WASHINGTON
2023-2024 BIENNIAL BUDGET: EXHIBIT B

3/26/2024

2023-2024 BIENNIAL BUDGET (EXPENDITURES + ENDING BALANCES) = \$ 303,073,895

FUND	BEGINNING BALANCE	REVENUES & OTHER SOURCES	EXPENDITURE APPROPRIATION	ENDING BALANCE
001 General Fund	\$ 40,874,342	\$ 97,656,463	\$ 108,833,150	\$ 29,697,654
102 Street Fund	9,127,607	21,268,887	13,597,632	\$ 16,798,862
105 Port ILA	13,049,905	3,066,578	3,171,751	\$ 12,944,732
106 Transit Planning	410,101	570,960	151,045	\$ 830,016
107 Hotel/Motel Tax	11,331,778	3,859,200	3,267,846	\$ 11,923,132
108 Building Management	3,727,788	566,022	578,336	\$ 3,715,474
111 Des Moines Creek Basin ILA	4,320,685	710,700	3,404,445	\$ 1,626,940
112 Affordable Housing Sales Tax	221,408	297,290	378,000	\$ 140,698
113 ARPA Grant	68,336	6,379,861	6,340,471	\$ 107,726
114 Restricted Public Safety Fund	-	376,514	120,400	\$ 256,114
207 SCORE Bond Servicing	390,871	287,863	283,063	\$ 395,671
301 Municipal Capital Improvements	19,345,703	6,866,625	15,693,087	\$ 10,519,241
306 Facility Construction CIP	3,750,367	104,300	1,271,439	\$ 2,583,228
307 Transportation CIP	18,602,849	10,129,447	20,799,507	\$ 7,932,789
308 Light Rail Station Areas CIP	3,030,848	120,750	842,666	\$ 2,308,932
403 SWM Utility	7,006,547	8,532,000	9,619,720	\$ 5,918,827
404 Solid Waste & Environmental	1,467,037	872,900	688,586	\$ 1,651,351
501 Equipment Replacement	2,259,169	2,422,194	4,214,661	\$ 466,702
TOTAL BIENNIAL BUDGET	\$ 138,985,341	\$ 164,088,554	\$ 193,255,805	\$ 109,818,091

EXHIBIT C

City of SeaTac Decision Card

<p>Title: Angle Lake Lifeguard Program</p> <p>Fund(s): ARPA (113)</p> <p>Amount: \$ 0</p>	<p>Department: Parks & Recreation</p> <p>Director: Mary Tuttle</p> <p>Program: Angle Lake Lifeguard</p>
<p>Mandatory? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Date Prepared: 02/14/2024</p> <p>Preparer: Nicole Jones</p>

Description: *(Provide a brief overview of what is being requested)*

For authorization for additional lifeguards (8) and an Aquatic Coordinator to lead the seasonal positions and aquatic program at Angle Lake. To oversee public activities; ensure patron safety and maintain equipment and grounds.

Justification: *(Explain why this is being requested and/or how the request will benefit the City):*

See attached.

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

The risk is not having a strong lead at Angle Lake for the seasonal staff or someone at the level to ensure certifications are current if necessary. There is also the risk of not having enough lifeguards for coverage during the week.

City Goal: *(Identify how this request works towards the City's Goals):*

Increase Safety

Funding Detail:

	Fund(s)/Source	2023 Amount	2024 Amount
Expenditures:			
One-Time Costs			
On-Going Costs	ARPA (113)		
Total Expenditures		\$ 0	\$ 0
Revenues:			
Grant <i>(Identify Grant)</i>			
Other <i>(Identify)</i>			
Total Revenues		\$ 0	\$ 0
Total Request (Net):		\$ 0	\$ 0

New Position Request Worksheet

(Required for all decision cards requesting a new position)

Title of Associated Decision Card: Angle Lake Lifeguard Program

Position Title *(Provided by HR)* : Aquatic Coordinator

Salary Range *(Provided by HR)* : \$35.56-\$45.52

Limited Term Position? (Y/N) N

Primary Duties/Responsibilities:

Oversee aquatic activities at Angle Lake Park; ensure activities are proper and appropriate. Develop and train safety events. Ensure all staff are current on all required licenses and certifications. Lead, train, and evaluate staff; ensure efficient and effective utilization of program resources. Oversee the scheduling of the lifeguards to staff the swim area. Work with Recreation Supervisor to establish, update and revise aquatic emergency procedures according to city policy. Recommend purchases of essential aquatic safety equipment. Provide high quality customer service to all patrons.

	2023	2024
Total Salary <i>(provided by Finance)</i>		29,985
Total Benefits <i>(provided by Finance)</i>		982
Subtotal Salary and Benefits	\$ 0	\$ 30,967

BARS	
Office Supplies	XXX.XX.31.008
Uniform & Safety Clothing	XXX.XX.31.018
Office Furniture &	XXX.XX.35.000
Equipment Computer &	301 FUND
Hardware Telephone	
Cell Phone Purchase	XXX.XX.35.000
Cell Phone Service Charges	XXX.XX.42.028
Software Subscriptions	XXX.XX.49.053
Training & Conferences	
Lodging	XXX.XX.43.031
Meals	XXX.XX.43.032
Transportation	XXX.XX.43.033
Registration	XXX.XX.49.061
Vehicle	
Vehicle Purchase	501 FUND
Equipment Rental Charges <i>(provided by Public Works)</i>	XXX.XX.45.002

Other *(specify)* :

Subtotal Associated Costs	\$ 0	\$ 0
TOTAL:	\$ 0	\$ 30,967

New Position Request Worksheet

(Required for all decision cards requesting a new position)

Title of Associated Decision Card: Angle Lake Lifeguard Program

Position Title *(Provided by HR)* : Lifeguards (8)

Salary Range *(Provided by HR)* : \$27.10 - \$34.69

Limited Term Position? (Y/N) N

Primary Duties/Responsibilities:

Monitor aquatic activities at Angle Lake beach; ensure activities are proper and appropriate. Provide a safe environment for the public; supervise swimmers; render assistance and first-aid to accident and injury victims; rescue persons in distress; maintain order and discipline.
 Maintain aquatic equipment in good working order; ensure the beach is kept neat, clean and litter free.
 Provide high quality customer service to all patrons.
 Provide information to the public concerning aquatic program policies, regulations, and schedules.

2023

Total Salary <i>(provided by Finance)</i>		16,068
Total Benefits <i>(provided by Finance)</i>		477
Subtotal Salary and Benefits	\$ 0	\$ 16,545

BARS

Office Supplies	XXX.XX.31.008
Uniform & Safety Clothing	XXX.XX.31.018
Office Furniture &	XXX.XX.35.000
Equipment Computer &	301 FUND
Hardware Telephone	
Cell Phone Purchase	XXX.XX.35.000
Cell Phone Service Charges	XXX.XX.42.028
Software Subscriptions	XXX.XX.49.053
Training & Conferences	
Lodging	XXX.XX.43.031
Meals	XXX.XX.43.032
Transportation	XXX.XX.43.033
Registration	XXX.XX.49.061
Vehicle	
Vehicle Purchase	501 FUND
Equipment Rental Charges <i>(provided by Public Works)</i>	XXX.XX.45.002

Other *(specify)* :

Subtotal Associated Costs	\$ 0	\$ 0
TOTAL:	\$ 0	\$ 16,545

Description:

For authorization for additional lifeguards (8) and an Aquatic Coordinator to lead the seasonal positions and aquatic program at Angle Lake. To oversee public activities; ensure patron safety and maintain equipment and grounds.

Justification:

The current positions that are authorized are a Beach Manager (.25FTE), 2 Assistant Beach Managers .50 FTE total), and 4 lifeguard positions (.83 FTE total). After consulting Aquatic Manager/Supervisors at the cities of Covington, Renton, Federal Way, and Evergreen Aquatic Center it is recommended to shift the staffing pattern in order to ensure coverage and safety at the beach.

Staff are asking for an Aquatic Coordinator, who will double as a Beach Manager and 8 additional lifeguard positions. The Aquatic Coordinator will have the American Red Cross Training as well as the American Red Cross Lifeguard Instructor Certification and will be responsible for ensuring certifications of the beach staff, required in- services/ trainings are occurring as necessary and all safety procedures and equipment is in alignment with these standards.

The table below lists total costs for the Angle Lake Lifeguard Program with all positions and salary ranges. The amount proposed is covered by the \$270,000 currently budgeted in the ARPA Grand Fund.

Parks and Recreation									
ARPA Grant Fund (113)									
Aquatics (10.571.20)									
2024									
Employee Name	Position	FTEs	Field/ Office	# Mths	Total Annual Salary	Total Annual Benefits	Total Salaries & Benefits	Override Notes	
N/A	Aquatics Coordinator (20-40hr/wk)	0.36	F	5.1	29,985	982	30,967	Salary Range: \$35.56-\$45.52; 740 Hours	Mid Range: \$40.52
N/A	Assistant Beach Manager (40hr/wk)	0.25	F	3.0	18,164	517	18,681	Salary Range: \$30.60-\$39.25; 520 Hours	Mid Range: \$34.93
N/A	Lifeguard (40hr/wk)	0.25	F	3.0	16,068	477	16545	Salary Range: \$27.10-\$34.69; 520 Hours	Mid Range: \$30.90
N/A	Lifeguard (40hr/wk)	0.25	F	3.0	16,068	477	16545	Salary Range: \$27.10-\$34.69; 520 Hours	
N/A	Lifeguard (40hr/wk)	0.25	F	3.0	16,068	477	16545	Salary Range: \$27.10-\$34.69; 520 Hours	
N/A	Lifeguard (40hr/wk)	0.25	F	3.0	16,068	477	16545	Salary Range: \$27.10-\$34.69; 520 Hours	
N/A	Lifeguard (40hr/wk)	0.25	F	3.0	16,068	477	16545	Salary Range: \$27.10-\$34.69; 520 Hours	
N/A	Lifeguard (40hr/wk)	0.25	F	3.0	16,068	477	16545	Salary Range: \$27.10-\$34.69; 520 Hours	
N/A	Lifeguard (40hr/wk)	0.25	F	3.0	16,068	477	16545	Salary Range: \$27.10-\$34.69; 520 Hours	
N/A	Lifeguard (40hr/wk)	0.25	F	3.0	16,068	477	16545	Salary Range: \$27.10-\$34.69; 520 Hours	
N/A	Lifeguard (40hr/wk)	0.25	F	3.0	16,068	477	16545	Salary Range: \$27.10-\$34.69; 520 Hours	
N/A	Lifeguard (40hr/wk)	0.25	F	3.0	16,068	477	16545	Salary Range: \$27.10-\$34.69; 520 Hours	
N/A	Lifeguard (40hr/wk)	0.25	F	3.0	16,068	477	16545	Salary Range: \$27.10-\$34.69; 520 Hours	
N/A	Lifeguard (40hr/wk)	0.25	F	3.0	16,068	477	16545	Salary Range: \$27.10-\$34.69; 520 Hours	
<i>SUBTOTAL - Aquatics</i>		3.61			240,965	7223	248,188		
	Lifeguard Uniforms						2,500		
	Small tools						10,000		
	Food Supplies (popsicles for water safety events)						400		
	Office and Operating						8,900		
							Total	\$ 269,988.00	

Alternatives:

The risk is not having a strong lead at Angle Lake for the seasonal staff or someone at the level to ensure certifications are current if necessary. There is also the risk of not having enough lifeguards for coverage during the week.

City Goal:

Increase Safety

City of SeaTac Decision Card

<p>Title: Drone Show Program</p> <p>Fund(s): General Fund (001)</p> <p>Amount: \$ 20,000</p>	<p>Department: Parks & Recreation</p> <p>Director: Mary Tuttle</p> <p>Program: Drone Show</p>
<p>Mandatory? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Date Prepared: 02/15/2024</p> <p>Preparer: Mary Tuttle</p>

Description: *(Provide a brief overview of what is being requested)*

Conversion from the traditional fire works display at Angle Lake into a Drone Show.

Justification: *(Explain why this is being requested and/or how the request will benefit the City):*

There is already \$20,000 identified for a traditional fireworks display; this Decision Card is asking for both approval of the program and an additional \$20,000 for a total cost of the program at \$40,000.

Staff intention is that this concept be the new model for a 4th of July display, moving forward.

See attachment for complete details.

Alternatives: *(List possible alternatives and/or risks if funding is not approved):*

Forgo a show all together. Angle Lake is classified as non-navigable, and it would be going against the court decisions (Snively v. State 1932 & Snively vs. Jaber 1956) to hold the traditional fireworks show.

City Goal: *(Identify how this request works towards the City's Goals):*

PROMOTE OUR NEIGHBORHOODS
EXPAND GREEN & PUBLIC SPACES
INCREASE CONNECTIVITY & SAFETY

Funding Detail:

	Fund(s)/Source	2023 Amount	2024 Amount
Expenditures:			
One-Time Costs			
On-Going Costs	General Fund (001)		20,000
Total Expenditures		\$ 0	\$ 20,000
Revenues:			
Grant <i>(Identify Grant)</i>			
Other <i>(Identify)</i>			
Total Revenues		\$ 0	\$ 0
Total Request (Net):		\$ 0	\$ 20,000

Fourth of July Drone Show Program Narrative

02_22_2024

Background:

Historically, the Fourth of July in SeaTac was celebrated as a traditional fireworks display. In 2023, the cost of the display was \$25,000, \$5,000 of which was a donation made by the Angle Lake Shore Club (ALSC). Additionally, ALSC also donated the use of privately owned boats, barges, and numerous hours of volunteer time. ALSC residents were instrumental in securing access to a vacant property (previously a mobile home park/lot) whereupon the fireworks could be loaded onto three barges, towed by boats, and then attached to eco-blocks located in various positions around the lake.

The City provided additional resources, which included patrol boats to secure the perimeter around the firework barges, fireworks permitting, and a safety plan that included a contingency for dealing with unintended or errant discharge of the fireworks.

The traditional fireworks display model requires two days of prep on the SeaTac staff end, and staff must be present at the loading zone at all times; additionally, the load site must be secured overnight with perimeter fencing or security as well as a portable toilet.

According to Placer AI data, July 4, 2023, logged 8,000 park visits by park patrons, with an average length of stay between 3-4 hours. The primary zip codes reported for park patrons were 98198 and 98188, followed by 98032 and additional zip codes within South King County.

Justification / Community Benefit

Cities are beginning to convert from traditional fireworks displays into drone show displays; this has already happened in King County with the City of Des Moines for their Fourth of July event and the City of Seattle, who provided a drone show for New Year's Eve. SeaTac staff would like to implement a drone show for 2024, with 200 drones, which was recommended by the two operators who responded to SeaTac staff queries.

The drone show will be approximately 15 – 16 minutes long and include music choreographed to the drone movement, which will be broadcast at the park for patrons from the sound stage.

Staff have received initial clearance from the FAA and SeaTac Control Tower to pursue a permit, which the drone operator will submit.

Staff time and City resources would be reduced, as the drone supplier does not require staff to be present during installation, and the operator provides all the equipment.

We would use Valley Ridge Field, which is closed to the public each Fourth of July to prevent field damage. The field would be used as a staging area for the drones. Additionally, a portion of 188th Street would be closed 10 minutes before and 10 minutes after the show to move the drones from the field to the lake.

The operator has asked for a practice run in the weeks leading up to the show to ensure Fourth of July operations go smoothly. This means that on the practice night, 188th Street would also need to be closed for 10 minutes before and 10 minutes after the run-through at the lake.

In our discussion with the Emergency Management Coordinator, they expressed support for the drone show based on their increased concern about the potential for fire danger caused by errant fireworks.

Below are considerations that drive staff's recommendation for a drone show instead of a traditional fireworks display:

1. There is a development planned for the vacant property (previously a mobile home park), which has been used for loading the fireworks onto the barges. The planned development will include housing and beach access for residents, thus eliminating our ability to use it as the loading and launching pad for the traditional fireworks display.

The privately owned barges, which serve as floating docks, need to go through a registration and permitting process because removing them from a fixed dock and towing them behind a motorized boat turn them into "Personal Watercraft" requiring registration under RCW 79A.60.010 and under RCW 88.02.

Staff attempted unsuccessfully to identify an owner/operator who owns a licensed barge and can load the fireworks from the Angle Lake Boat Ramp onto their licensed barge. The vendor who provided the 2023 fireworks display responded that they could not provide this equipment or locate a licensed barge either.

Lastly, even if the Angle Lake boat ramp or dock were considered at some point in the future for fireworks loading, there would be impacts to park patrons through the complete closure of the beach, boat ramp, and a portion of the parking lot, as well as lower park, due to the requirement for a 50 – 100-yard safety perimeter. Considering the park's draw on the Fourth of July and the desire to keep all park amenities open on a crowded day, staff do not believe this is a viable option.

Since this arrangement depends on many factors outside of the City's control, such as the continuing availability of the RV lot, a donation from a private club, and privately owned boats and barges, the failure of any of these factors would render the fireworks display problematic or impossible.

2. The traditional fireworks display also requires the perimeter of the display to be secured including establishing a free zone of between a 50 – 100-yard radius (depending on height and type of firework) around each of the three barges. This safety zone effectively restricts the adjacent lake property owners from using any and all portions of the waterway during the fireworks display. Since the Washington Supreme Court adjudicated Angle Lake to be a non-navigable lake, the City must refrain from interfering with the use of the lake by any of the owners of the lake property during any city-organized event. ¹

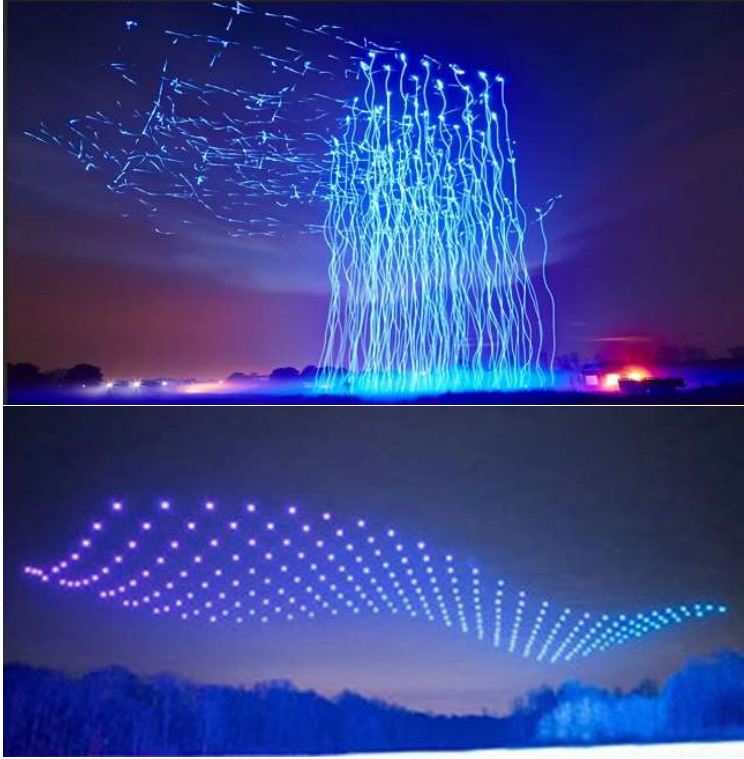
¹ *Snively v. State*, 167 Wn. 385 (1932), *Snively v. Jaber*, 48 Wn.2d 815 (1956)

3. Benefits to the SeaTac community would include:
 - a. Ability to celebrate the Fourth of July from Angle Lake with a light display that is sensitive to climate change and the increased fire danger within our region.
 - b. Elimination of air pollution through cessation of toxic chemical release and plastic litter falling into the lake.
 - c. Elimination of noise pollution that is harmful to pets and people, especially veterans and those suffering from PTSD, which can be triggered by traditional fireworks displays.
 - d. Increased level of safety from the danger of errant explosions.

There is \$20,000 inside the 2024 budget, for a traditional fireworks display. This Decision Card will be asking for an additional \$20,000 for a total of \$40,000 to support a drone show.

Examples of Drone Show Images







SeaTac City Council

Request for Council Action

Agenda Bill #: 6377

Council consideration: A Motion authorizing the City Manager to Execute an Interlocal Agreement for Waterfowl (Canada Goose) Management Program beginning in 2024 through 2028.

Date Action Requested: RCM: 03/26/2024

Review Dates: P&R: 3/14/2024

Prepared By: Michael Fitzpatrick, Parks Projects & Operations Manager

Amount: \$12,500

Budgeted?: Yes

Applicable Fund Name: General Fund (#001)

ANALYSIS: Due to the resident population of Canada Geese at Angle Lake Park and SeaTac Community Center, staff recommend participation in the Waterfowl Management program for the next five years (2024-2028). As an airport city, it is also important that SeaTac assets, which are a draw for geese, are not contributing to the potential for bird strikes to aircraft take-offs or landings. Without the cooperation of the participating municipalities, the Canada Goose populations would rapidly increase, as would the damage they cause. Recreation areas are often closed due to water quality issues (Coliform Bacteria). Complaints of goose feces and human health and safety issues at public parks and green spaces grow in numbers as goose populations increase. It becomes increasingly difficult to conduct management activities when the goose populations are at extremely high numbers.

The United States Department of Agriculture manages and administers the Waterfowl Management Program. The USDA determines when action steps are necessary. The Waterfowl Management Program's purpose is to provide joint funding for population monitoring and census, egg addling, and lethal control if necessary focused primarily on the Canada Goose in King County. Utilizing a combination of non-lethal harassment and isolated roundups, resident geese populations have been kept at a level where damage is easily alleviated.

The management members of the Interlocal Agreement are the Port of Seattle, University of Washington, and the cities of Renton, Bellevue, Kirkland, Woodinville, Seattle and SeaTac. Since this cooperative Interlocal Agreement has been in place, the urban Canadian Goose damage and nuisance issues have been declining. Local communities are still able to enjoy and appreciate the birds, while the day-to-day operations of parks can be accomplished with only minor disturbances. In addition, it has benefited many waterfront property owners, as this management plan has allowed them to also enjoy the resident population but mitigates damage to their property.

Without this contract through the USDA, the management and control of the Canada Goose populations in SeaTac would be left to Parks & Recreation staff members, whose expertise is caring for park spaces, as opposed to geese population management. The City has participated in the program since 2005.

BUDGET SIGNIFICANCE: The City's financial obligation is a maximum of \$2,500 annually through the duration of the five-year agreement. The five-year financial obligation will not exceed \$12,500 and the total amount paid is based on the total number of participating agencies. As participation from surrounding cities increases, the overall cost to the cooperating cities decreases.

COMMITTEE REVIEW(S) AND RECOMMENDATION(S): This item was presented at the March 14, 2024 Parks and Recreation Committee meeting. The Committee recommended forwarding to the full Council on the consent agenda with a recommendation to approve.

ALTERNATIVE(S): Do not enter into the agreement at this time.

ATTACHMENTS: 2024-2028 Interlocal Agreement for Waterfowl (Canada Goose) Management Program

Presentation- 2024-2028 ILA for Canada Geese Control

For Your Action

**2024-2028 Interlocal Agreement for
Waterfowl
(Canada Goose)
Management Program**

Please Note:

Final Form Ready for Your Submittal for Signature and Funding Authorization

**2024 INTERLOCAL AGREEMENT FOR WATERFOWL (CANADA GOOSE)
MANAGEMENT PROGRAM**

WHEREAS, Chapter 39.34.040 RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to communicate and cooperate with other localities on a basis of mutual advantage and thereby to provide services in a manner pursuant to forms of government organization that will accord best with recreational, park and natural resources and other factors influencing the needs and development of local communities and

WHEREAS, the various agencies, cities, counties, Washington State and agencies of the Federal Government listed in Exhibit A - Page 6 of this Agreement, desire to manage waterfowl, especially Canada Geese; and

WHEREAS, all parties require assistance from the Wildlife Services Program of the U.S. Department of Agriculture, to reduce negative impacts on water quality, minimize resource damage, ensure safety from disease for park visitors, and enhance other property managed; and

WHEREAS, yearly surveys by Wildlife Services indicates a stable to slightly decreasing population trend for Canada geese in Lake Washington from the previous 10 years, expanding smaller groups of geese in surrounding areas and along Puget Sound, earlier pairing and nesting activity and a larger surplus of other waterfowl species in the Seattle area; and

WHEREAS, this program will be an ongoing resource management activity attempting to maintain a manageable number of birds on a year-to-year basis; and

NOW, THEREFORE, in consideration of the covenants herein, it is mutually agreed as follows:

SECTION I - PURPOSE

The purpose of this Agreement is to provide joint funding for an egg addling program, lethal control, population monitoring and census; mainly of Canada Geese, within King, Pierce, and Snohomish Counties.

This program will assist each party in communicating, maintaining, and managing public and selected and approved private site impacts of surplus waterfowl.

SECTION II - SCOPE OF PROGRAM

Wildlife Services (WS) will receive funds from each participating member for the continuation of an egg addling program, lethal control and evaluation during spring and summer 2024-2028.

Using best management practices WS will carry out an egg addling program, seeking as many accessible nesting areas as possible and will make every effort to minimize damage to the surrounding environment.

To request lethal control, WMC members must contact the WS District Supervisor or Assistant District Supervisor at 360-337-2778. WS will work with the member agency to determine if removal is warranted and if the location is suitable for removal operations.

With the assistance of Wildlife Services, the WMC members will continue a yearly program to increase monitoring activities that will enhance our location and access of nests on public and private land and to facilitate expanded egg addling program, including advertisement of an addling and nesting location hotline number for the general public and others, posters and webpage advertising and other activities to keep the public well informed of the Waterfowl Management Program.

WS will also implement a program of "lethal control" as requested by the Waterfowl Management Committee, subject to the terms and conditions of a permit to be issued by the U.S. Fish and Wildlife Service. This will be done on a case by case basis in situations where an over population of Canada geese may result in an impact on human health and safety, such as potable water contamination, bird aircraft strikes, disease transmission or other situations as determined by WMC members.

WS will provide an annual report to the members of the WMC which will include information regarding egg addling, the general location of nests and number of eggs added, number of geese removed, difficulties encountered and whatever other information would be valuable to the WMC.

2024 will be the 31st year of an egg addling program and the 23rd year utilizing "lethal control". All methods and tools utilized to accomplish addling and "lethal control" activities in 2019 will again be used in 2024.

WS will conduct a standardized monthly goose population survey of selected area parks and will annually conduct up to six goose surveys of Lake Washington by boat. As in previous years, census counts will be expanded using staff from local agencies and participants at times and places to be specified. Survey results will be presented annually to the WMC.

Where possible, community outreach and educational programs such as 'don't feed wildlife' and interpretive signage will be initiated to inform the public about urban Canada

Geese, the associated problems, and the efforts of this committee at addressing those problems.

SECTION III - RESPONSIBILITIES

Each party, represented on the Waterfowl Management Committee, as shown on Exhibit "A", and incorporated by reference herein, will share in the ongoing review of the programs carried out by WS.

Each party agrees that if necessary, an Oversight Committee will be appointed to monitor and report back to the general committee on a regular basis. Three members of the Committee will make up the Oversight Committee chaired by the Seattle Parks and Recreation representative.

SECTION IV - COMPENSATION

The total cost of the 2024 waterfowl management program shall not exceed twenty three thousand seven hundred dollars (\$23,700.00).

Each party shall contribute to the financial costs of the program. The costs are shared between the agencies. Individual costs per agency may vary year-to-year and are based upon the total number of agencies actively participating in the program and receiving services. Table 1 shows the 2024 minimum and maximum costs for each agency.

SECTION V - TERM AND EXTENSION

The Term of this Agreement is from January 1, 2024 to December 31, 2028. This Agreement may be extended in time, scope or funding by mutual written consent from all parties referenced herein.

SECTION VI - TERMINATION

This agreement may be unilaterally terminated by any of the parties referenced herein or Wildlife Services upon presentation of written notice to the Oversight Committee at least 30 days in advance of the severance date shown in Section V.

Should termination of this agreement occur without completion of the egg addling, each party shall pay only its' pro rata share of any expenses incurred under the agreement at the date of the termination, and each party shall receive copies of all products resulting from the addling activities up to the time of the termination.

SECTION VII - DELIVERABLE

Using best management practices Wildlife Services will carry out an egg addling program, seeking as many accessible nesting areas as possible and will make every effort to minimize damage to the surrounding environment. Field conditions or changing conditions may increase or decrease the number of eggs addled from previous years' totals. Eggs will be coated with vegetable oil on dates to be determined by USDA-Wildlife Services.

Lethal control will be implemented as requested and the total numbers are established by the U.S. Fish and Wildlife Service Permit. Participants will receive a report on the number of eggs addled and geese euthanized in 2024.

SECTION VIII - FILING

As provided by RCW 39.34.040, this agreement shall be filed prior to its entry and force with the City or County Clerks of the participating parties, the County Auditor and the Secretary of State, and, if found to be necessary, with the State Office of Community Affairs as provided by RCW 39.34.120.

SECTION IX - LIABILITY

Each party to this agreement shall be responsible for damage to person or property resulting from the negligence on the part of itself, its employees, its agents or its officers. No party assumes any responsibility to another party for the consequences of any act or omission of any person, firm, or corporation not at party to this agreement.

EXHIBIT A

2024 WATERFOWL MANAGEMENT COMMITTEE PARTICIPANTS

City of Bellevue.....Andy
Heider

City of Kirkland.....Jason Filan

City of Mountlake Terrace.....Ken Courtmanch

Port of Seattle – Seattle-Tacoma International Airport.....David
Crownier

City of Renton.....Cailin Hunsaker

City of SeaTac.....Mike Fitzpatrick

City of WoodinvilleAmy Ensminger

Seattle of Parks and Recreation..... Bridget Kelsh

University of Washington.....Rodney Worden

U.S.D.A. Wildlife Services..... Mike Linnell

TABLE I

<u>PARTICIPATING AGENCIES</u>	<u>CONTRIBUTIONS</u>
	MAXIMUM (Total 10 agencies)
Seattle Parks and Recreation	\$3,700.00
All other agencies	\$2,500.00

All checks will be made payable to the USDA-APHIS-WS, earmarked for the Wildlife Services and sent to the following addresses, or we can invoice the charge which can be paid by credit card

Mr. Mike Linnell
State Director -Wildlife Services Program
U.S. Department of Agriculture
720 O'Leary Street Northwest
Olympia, Washington 98502
(360) 753-9884

In case of procedural questions regarding this project, please contact:

Michelle Rodriguez, Supervisory Budget Analyst
Wildlife Services Program
(360) 753-9884 FAX: 753-9466

For questions regarding implementation of control measures and census, please contact:

Brook Zscheile
District Supervisor
U.S. Department of Agriculture
10265 Central Valley Rd NW
Poulsbo, WA 98370
360-337-2778

SECTION X. - SEVERABILITY

If any section of this agreement is adjudicated to be invalid, such action shall not affect the validity of any section so adjudged.

This agreement shall be executed on behalf of each party by its authorized representative. It shall be deemed adopted upon the date of execution by the last so authorized representative.

This agreement is approved and entered into by the undersigned county and local government units, university and other private parties.

<p>City of Bellevue By: _____ Michael Shiosaki, Director of Parks and Community Services Date: _____</p>	<p>Port of Seattle – Seattle-Tacoma International Airport By: _____ Lance Lyttle, Airport Director Date: _____</p>
<p>City of Kirkland By: _____ Jason Filan, Parks Manager Date: _____</p>	<p>Seattle Department of Parks and Recreation By: _____ Anthony-Paul Diaz, Superintendent Date: _____</p>
<p>City of Mountlake Terrace By: _____ Jeff Niten, City Manager Date: _____</p>	<p>City of SeaTac By: _____ Mary Tuttle, Parks & Recreation Director Date: _____</p>
<p>City of Renton By: _____ Armondo Pavone, Mayor Date: _____</p>	<p>University of Washington By: _____ Rodney Worden Director of Facilities Maintenance & Construction Date: _____</p>
<p>City of Woodinville By: _____ Brandon Buchanan , City Manager Date: _____</p>	

2024 – 2028 INTERLOCAL AGREEMENT FOR CANADA GOOSE MANAGEMENT MARCH 26, 2024



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

Provide an overview of the Interlocal Agreement between SeaTac and the United States Department of Agriculture for monitoring and control of Canada Geese at various park/facility sites and request SeaTac City Council authorization to execute the 2024-2028 Interlocal Agreement for Waterfowl (Canada Goose) Management Program.

WHY IS THIS ISSUE IMPORTANT?

1. Participation in the Interlocal Agreement with the United States Department of Agriculture (USDA) provides goose population monitoring and technical assistance to staff for goose control.
2. Monitoring the goose population is important to mitigate the potential for park property damage associated with the goose population and reduce the potential for bird strikes with aircraft utilizing SeaTac International Airport.



HISTORY OF PARTICIPATION IN SEATAC

- 2005-2009
- 2014-2018
- 2019-2023

The gap in participation from 2010 to 2013 were due to budget cutbacks and SeaTac Park Operations attempted to employ control measures using available staff and experimented with a couple control products. The products and techniques proved to be ineffective.



PROPERTY DAMAGE/SAFETY CONCERNS

- Daily accumulation of fecal matter from geese onsite.
- Grass lawns become thin & muddy from feeding geese.
- Degraded water quality due to presence of fecal matter.
- Potential for bird strikes from aircraft operation at SeaTac International Airport.



CONTROL METHODS EMPLOYED

NON-LETHAL:

- Staff walk the shoreline of the park while waving/clapping to move the geese off land. This usually results in the geese taking refuge in the water.
- Use of decoy coyotes.
- Liquid product applied to grass.
 - Makes grass distasteful for feeding and visually unappealing (limited success).

LETHAL CONTROL (USDA ADMINISTERED AS NECESSARY)

- Egg addling/oiling
- Goose rounded-up events



POTENTIAL COUNCIL ACTION

COUNCIL ACTION REQUESTED: A Motion Authorizing the City Manager to Execute the 2024-2028 Interlocal Agreement between the City of SeaTac and United States Department of Agriculture for Waterfowl (Canada Goose) Management Program

STAFF RECOMMENDATION: Staff recommend executing the Interlocal Agreement for population monitoring and technical assistance as outlined in the Agreement.

COMMITTEE RECOMMENDATION: Parks & Recreation Committee referral to the March 26, 2024 Regular Council Meeting.

REVIEWS TO DATE: Parks & Recreation Committee, March 14, 2024.



QUESTIONS?





SeaTac City Council

Request for Council Action

Agenda Bill #: 6319

Council consideration: An Ordinance amending Chapter 3.31 of the SeaTac Municipal Code related to Purchasing.

Date Action Requested: RCM: 3/26/2024

Review Dates: CSS: 3/12/2024

Prepared By: Kristina Gregg, City Clerk

Amount: N/A

Budgeted?: No

Applicable Fund Name: N/A

ANALYSIS: Effective May 6, 2023, Ordinance No. 23-1010 revised the City Manager's signing authority to \$100,000 and set a one-year trial period for contracts \$100,000 - \$150,000 to be approved on the consent agenda. During this one-year trial period, only 1 contract was approved using this process.

In addition, during this same time period, only 4 grants between \$100,000 and \$150,000 were approved by Council on the consent agenda.

Due to the low number of contracts and grants approved between \$100,000 and \$150,000, staff is recommending increasing City Manager signing authority to \$150,000 for contracts and grants.

BUDGET SIGNIFICANCE: None.

COMMITTEE REVIEW(S) AND RECOMMENDATION(S): This was reviewed at the March 12, 2024 Council Study Session and recommend for approval at the March 26, 2024 Regular Council Meeting as a Consent Agenda item..

ALTERNATIVE(S): 1. End the trial period without revising the authority.
2. Amend the limit.

ATTACHMENTS: Ordinance

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, amending Chapter 3.31 of the SeaTac Municipal Code related to Purchasing.

WHEREAS, the City Council passed Ordinance No. 23-1010, amending the City's Purchasing Code to increase the City Manager's signing authority to make purchases, execute contracts, and accept grants when the value does not exceed \$100,000; and

WHEREAS, Ordinance No. 23-1010 also amended the procedures for handling purchases, executing contracts, and accepting grants exceeding \$100,000, but not exceeding \$150,000, and providing a one-year review period; and

WHEREAS, the City Council has determined it is appropriate to amend the City's Purchasing Code;

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

Section 1. Section 3.31.050 of the SeaTac Municipal Code is hereby amended to read as follows:

3.31.050 Cost Threshold--Contract Approval Levels and Contract Amendments.

A. The following approval levels are designed for all contracts and agreements. Contracts, agreements, and purchases that require additional budget appropriations must be approved by the City Council, regardless of amount.

1. Contracts and agreements not exceeding \$150,000 may be approved by the City Manager or designee without City Council approval.

~~2. Contracts and agreements exceeding \$100,000, but not exceeding \$150,000, shall be reported on the Consent Agenda, for City Council approval.~~

~~i. This is for a trial period of one year from the effective date of this Ordinance at which time this amount will be reviewed by the City Council.~~

23. Contracts and agreements exceeding \$150,000 shall be presented to the City Council for approval as referred by the Council Standing Committee or City Council.

B. The approval process for contract amendments, except contract amendments for public works, is set forth in this Subsection.

1. The City Manager or designee may execute an amendment without City Council approval,

provided that the amendment:

- i. Extends the time of completion for a project. Such an extension can be for up to six months; and/or
- ii. Provides for a cost increase that does not exceed 10% of the original contract cost or \$1~~50~~0,000, whichever is less, and such cost increase does not require additional budget appropriations; or
- iii. The total value of the contract does not exceed \$1~~50~~0,000 after the cost increase.

C. The approval process for amendments to public works contracts exceeding \$150,000 in value (including change orders) is set forth in this Subsection.

1. The City Manager or designee may execute an amendment to a public works contract, including change orders, without City Council approval, provided that the amendment or change order does not increase the cost of the original contract amount beyond any contingency authorized by the City Council when the contract was awarded.

Section 2. Section 3.31.190 of the SeaTac Municipal Code is hereby amended to read as follows:

3.31.190 Acceptance of Grants, Lease or Rental of City Facilities and Contracts for which City Receives Payment.

The City Manager or designee, on behalf of the City, is granted the authority to accept grants, lease or rent City facilities, or let any contract in which the City receives either monetary or nonmonetary payment for material, equipment, services, or supplies under such terms and conditions the City Manager deems is in the best interest of the City and does not interfere with public use; provided that annual payment to the City for any such lease, rental agreement, or contract does not exceed one hundred fifty thousand dollars (\$1~~50~~0,000) in value.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors, references to other local, state or federal laws, codes, rules, or regulations, or Ordinance numbering and section/subsection numbering.

Section 5. Effective Date. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this _____ day of _____, 2024, and signed in authentication thereof on this _____ day of _____, 2024.

CITY OF SEATAC

Mohamed Egal, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:

Mary E. Mirante Bartolo, City Attorney

[Effective Date: _____]

[SMC 3.31 - Purchasing]



SeaTac City Council

Request for Council Action

Agenda Bill #: 6402

Council consideration: An Ordinance amending SeaTac Municipal Code chapter 15.600, "Sign Code".

Date Action Requested: RCM: 03/26/2024

Review Dates: PED: 02/15/2024, PC: 12/19/2023, 11/07/2023, 10/17/2023, 06/06/2023

Prepared By: Laura Stilwell, Associate Planner

Amount: N/A

Budgeted?: No

Applicable Fund Name: N/A

ANALYSIS: Purpose:

The City is proposing amendments to the SeaTac Zoning Code related to SMC 15.600, "Sign Code". The intent of these revisions is to bring the Sign Code into compliance with various recent Supreme and Circuit Court rulings regarding content neutrality. In addition to the proposed content neutrality-related amendments, this package includes amendments to clarify code applicability, ease staff and customer interpretation, and remove unnecessary and unused portions of the code.

Background

In 2015, the U.S. Supreme Court changed the way sign codes are analyzed for First Amendment issues in the *Reed v. Gilbert* case, in which the court ruled that regulation of different types of non-commercial speech violated the First Amendment. The basic principle is one of content neutrality: if a code enforcement officer must read the content of the sign in order to determine which category the sign falls under, and therefore which regulations apply, then the sign code regulation is content-based on its face and is subject to strict scrutiny. However, the *Reed* case did not address commercial sign code provisions. In *Contest Promotions v. City and County of San Francisco* (2017), the Ninth Circuit Court of Appeals affirmed that the strict scrutiny standard used in the *Reed* case only applies to non-commercial speech, and commercial speech does not receive the same protections. Finally, in 2021, *Reagan National Advertising v. City of Austin* affirmed that treating signs differently depending on location is content-neutral. Since the sign code needed to be updated to meet these code case, it was appropriate to resolve other issues that had been identified in the sign code over the years.

Summary of Amendments

The following Sign Code amendments, as shown in the Ordinance, were recommended by the Planning Commission:

- A. Content Neutrality: The intent of these revisions is to bring the Sign Code into compliance with various Supreme and Circuit Court rulings in recent years. This was accomplished by removing content-based language and categories. However, some reformatting and code language changes were included as well in order to improve clarity, consistency, and predictability for applicants and staff. Additionally, new Temporary Sign standards were introduced.

- B. Electronic Message Signs: Amendments were made to enhance electronic sign standards based on best practices, including those focused on shielding light sources. The proposed amendments provide stronger and more detailed standards than existing regulations. Furthermore, electronic sign approval processes were streamlined by removing regulations which have never been used and/or enforced.
- C. Clean-Up: Amendments include those necessary to clarify code applicability, ease staff and customer interpretation, and remove unnecessary and unused portions of the code. Clarifications were made to confusing or vague regulations and/or definitions in order to enhance code users' understanding. Additionally, corrections were made to resolve conflicting regulations, as well as removing redundant regulations. Finally, administrative cleanup was organized by adding omissions from previous amendments, fixing typos, updating or creating cross-references, minor reorganization, and changes for code consistency.
- D. Freestanding/Monument Signs: Clarifications were made to vague definitions in order to enhance code users' understanding. Certain sections were consolidated or eliminated for reorganization purposes in order to improve clarity and wayfinding. Furthermore, clarifying language was added throughout to enhance Code users' understanding of requirements. Finally, enhanced design regulations were introduced, providing stronger, more detailed standards than the existing regulations.
- E. Building-Mounted Signs: Amendments were made to the definitions by consolidating and modifying existing definitions to reduce redundancy. Approval processes for building-mounted signs were streamlined by removing regulations which have never been used and/or enforced for unused sign surface area. Finally, clarifying language was added to enhance code users' understanding of requirements.

BUDGET SIGNIFICANCE: None.

COMMITTEE REVIEW(S) AND RECOMMENDATION(S): The Planning Commission reviewed the proposed Ordinance at eight work sessions. After conducting a public hearing on January 16, 2024, the Planning Commission recommended that the proposed regulations be adopted. No public testimony was received on the project.

On February 15, 2024, the PED Committee reviewed the proposed regulations and made a recommendation to adopt the proposed regulations as approved by the Planning Commission and place the Ordinance on the consent agenda.

ALTERNATIVE(S): 1) Do not adopt the proposed Ordinance; 2) Remand to staff for further revision; or 3) Amend the proposed Ordinance before passage.

ATTACHMENTS: SignCode Ordinance
 Presentation

ORDINANCE NO. _____

AN ORDINANCE of the City of SeaTac, Washington, amending Chapter 15.600 of the SeaTac Municipal Code related to sign regulations; by amending sections 15.600.005, 15.600.010, 15.600.015, 15.600.020, 15.600.030, 15.600.040, 15.600.050, repealing sections 15.600.060, 15.600.070, 15.600.080, 15.600.090, 15.600.100, 15.600.150, 15.600.160, 15.600.180, adding new sections 15.600.060, 15.600.070, 15.600.080, 15.600.090, 15.600.100, 15.600.110, renumbering sections 15.600.190 and 15.600.200, establishing severability, and establishing an effective date.

WHEREAS, the First Amendment of the United States Constitution protects the freedom of speech, including commercial and non-commercial signs, and imposes a high standard of scrutiny on any regulation that targets the content of speech; and

WHEREAS, in 2015, the US Supreme Court issued a decision in *Reed v. Town of Gilbert*, wherein the court held that a town sign code that treats various categories of signs differently based on the information they convey violates the First Amendment and is a content-based regulation of speech; and

WHEREAS, the City wishes to update its sign code to ensure compliance with *Reed v. Town of Gilbert* and other recent state and federal court cases, including *Contest Promotions v. City and County of San Francisco* and *Reagan National Advertising v. City of Austin* (2021); and

WHEREAS, the City desires to update its existing sign code consistent with the United States Supreme Court's decisions with content-neutral provisions that address time, place, and manner restrictions; and

WHEREAS, the City has identified a number of additional provisions that would benefit from being updated in order to improve clarity and simplify administration; and

WHEREAS, on December 15, 2023 City staff properly and timely transmitted a copy of the proposed code amendments to the Washington State Department of Commerce for expedited review and comment, pursuant to RCW 36.70A.106, and no comments have been received to date; and

WHEREAS, on January 2, 2024 a SEPA threshold Determination of Non-significance was issued for the proposed amendments and no comments were received nor was an appeal filed; and

WHEREAS, the Planning Commission held numerous meetings in 2023 and an open public hearing on the amendment on January 16, 2024 and recommended approval of the proposed code amendments to Council; and

WHEREAS, on February 15, 2024 the Planning and Economic Development Committee of the Council recommended approval of the regulations as amended by the Planning Commission; and

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

Section 1. Section 15.600.005 of the SeaTac Municipal Code is hereby amended to read as follows:

15.600.005 Purpose

C. This code aims to address emerging trends in electronic message sign technologies and provide regulations that facilitate the use of such technologies while ensuring protection of motorists and pedestrians from the hazards of glare, startling bursts of light, and the use of virtual movement and animation intended to attract driver attention, to hold driver gaze, and/or to otherwise distract drivers from the safe operation of their vehicles. The code’s intent is to protect neighborhoods, surrounding development and the night sky from nuisance factors associated with such glare, movement and animation of electronic message signs.

D. This chapter is not intended to and shall not be interpreted to restrict noncommercial speech on the basis of its content, viewpoint, or message. No part of this chapter shall be construed to favor commercial speech over non-commercial speech.

Section 2. Section 15.600.010 of the SeaTac Municipal Code is hereby amended to read as follows:

15.600.010 Authority, and Application and Exemptions

A. The provisions of this chapter shall apply to all exterior signs visible from public or private streets, and all signs in the interior of a building intended to be viewed from the exterior within the jurisdictional limits of the City, regardless of the type or nature.

~~B. All signs not specifically defined and allowed or exempted by this code are prohibited.~~

€ B. Permits shall be required of all signs nine (9) square feet or greater in surface area, and illuminated or electronic signs of any size. Nonilluminated signs less than nine (9) square feet in surface area are not required to obtain a permit but must meet all requirements of this code.

C. Any classification of signs in this chapter which purports to permit commercial speech by reason of its content or identity of the sign user, or otherwise, shall be interpreted to allow noncommercial speech on the sign.

D. To the extent that any provision of this chapter is ambiguous, the term shall be interpreted not to regulate speech on the basis of the content of the message.

E. All signs not specifically defined and allowed or exempted by this code are prohibited.

F. The following are exempted from the regulations and requirements of this chapter, but may be subject to regulation under other provisions of the SMC:

1. Traffic or pedestrian control signs or signals, signs in the public right-of-way indicating scenic or historic points of interest, or signs which are erected or placed by or on the order of a public officer in the performance of public duty;
2. Signs required by law;
3. Noncommercial public service signs, providing such signs are nonilluminated, nonelectronic, do not exceed eight (8) square feet in surface area and six (6) feet in height, and are limited to one (1) sign per street frontage;
4. Official public notices, official court notices or official sheriff's notices;
5. The flag of a government and other political or special purpose flags that are not intended to contribute to a commercial advertising display;
6. Plaques, tablets or inscriptions indicating the name of a building, its date of erection, or other commemorative information, which are an integral part of the building structure or are attached flat to the face of the building, which are nonilluminated, and which do not exceed three (3) square feet in surface area;
7. Nonilluminated "No Trespassing," "No Dumping," "No Parking," "Private Property," "Fire Lane," "Handicapped Parking," and other on-site informational signs, which shall not exceed three (3) square feet in surface area;
8. Holiday and community special event decorations that do not display a commercial message;
9. Sandwich-board signs worn by a person while walking the public ways of the City;
10. Existing theater marquees (monument and/or building-mounted);
11. Signs when internal to the site and not visible or legible at the ground level from public rights-of-way, parks, public easements, and public walkways.
12. Public art, such as murals of a non-commercial nature that do not conform to the definition of "sign."

~~C. Permits shall be required of all signs nine (9) square feet or greater in surface area, and illuminated or electronic message signs of any size. Nonilluminated signs less than nine (9) square feet in surface area are not required to obtain a permit, but must meet all requirements of this code. (Ord. 15-1018 § 1)~~

Section 3. Section 15.600.015, Definitions, of the SeaTac Municipal Code is hereby amended and all other definitions and images in this section remain the same:

15.600.015 Definitions.

In addition to the land use definitions in Chapter 15.105 SMC, the following definitions apply to this chapter; for any term defined in this section that is also defined in SMC Title 15, the definition in this section shall control. Words not defined herein shall have their common and ordinary meaning.

Aerial Displays

Signs in this category include balloons, pennants, spinners, strings of flags, streamers, tubes, and other devices affected by the movement of the air or other atmospheric or mechanical means.

Animation

Movement or the appearance of movement of a sign display through the use of patterns of lights, changes in color or light intensity, computerized special effects, video display, or through any other method; except for the scrolling of a static message or scene onto or off a sign board in one (1) direction per message. Note that animation is prohibited per SMC ~~15.600.120(D)~~ 15.600.090(D), Prohibited Signs.

Area of Facade

The area of that continuous front, side or back surface, including doors and windows, but excluding any roof area and structures or elevators or air-conditioning equipment thereon; provided, that in the case of a roof sign, the surface area of the facade shall be the area of that continuous front, side or back surface immediately beneath the roof, including doors and windows, but excluding the roof area and structures for elevators or air conditioning thereon.

Awning

A roof like cover that projects from the wall of a building for the purpose of shielding a door or window from the elements. See Figure: AWNING.

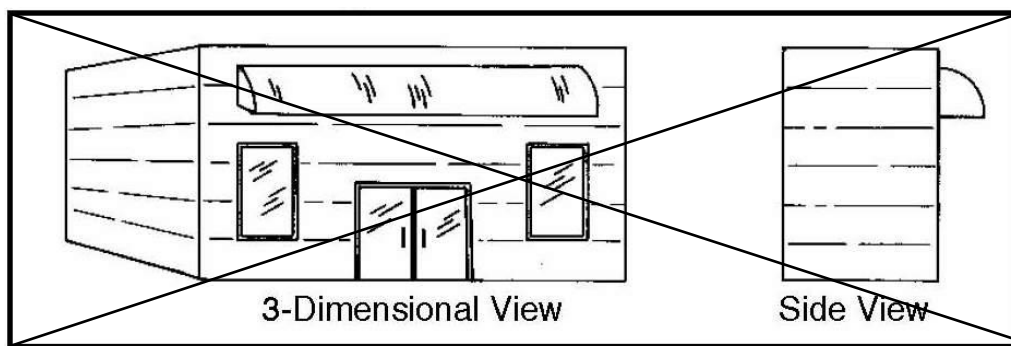


Figure: AWNING

Awning Sign

Any sign erected upon, or against, an awning-, which is a roof-like cover that projects from the wall of a building for the purpose of shielding a door or window from the elements.



Figure: AWNING SIGN

Billboard

Generally, a large permanent outdoor advertising sign, containing a message, commercial or otherwise, unrelated to the use or activity on the property on which the sign is located, and which is customarily leased for commercial purposes, but not including attached directional signs (not within the billboard face) as defined herein. The approximate sizes of the billboard faces range from twelve (12) to fourteen (14) feet in height and twenty four (24) to forty eight (48) feet in width. The sign area is generally larger than that of a freestanding sign, and is pole-mounted.

Building-Mounted Sign

A single or multiple faced sign of a permanent nature, made of rigid material, attached to the facade of a building or the face of a marquee. A sign affixed to or erected against the wall of a building. Included in this definition are signs of a commercial nature painted directly on a wall.

Canopy

A freestanding structure affording protection from the elements to persons or property thereunder.

Canopy-Mounted Sign

Any sign or awning erected upon or against a canopy, which is a freestanding structure affording protection from the elements to persons or property thereunder.

Commercial Sign

Any sign, display, or device designed, intended or used to encourage or promote purchase or use of goods or services.

Community Use

A public community center, library, museum, park, City Hall, fire station or other public use operated for the benefit of the community.

Construction Sign

~~An informational sign which identifies the architect, engineers, contractors and other individuals or firms involved with the construction of a building, or announcing the character of the building or enterprise, which is erected during the building construction period.~~

Dawn to Dusk

~~That time of the day between sunrise and sunset.~~

Directional Sign

~~A single or double faced~~ Any sign not exceeding nine (9) square feet in surface area that is designed for the purpose of to guide or direct providing direction and/or orientation for pedestrian or vehicular traffic to an area, place or convenience.

A.—Interior Directional Sign

~~Directional signs oriented to the interior of a site and at least thirty (30) feet from the right of way, or not readable from the street.~~

B.—Perimeter Directional Sign

~~Directional signs oriented to and readable from the street.~~

Electronic Message Sign

~~An electronic changeable copy sign containing a~~ that displays information with alphanumeric characters, including keyboard generated punctuation and symbols, and static images, graphics, logos, or symbols and which may consist of a pattern of lights using different combinations of light-emitting diodes (LEDs), fiber optics, and light bulbs, or other technology capable of displaying static images, graphics, logos, and symbols that can be changed by electrical, electronic or computerized process. See SMC ~~15.600.130~~ 15.600.080, Electronic Message Signs, for requirements regarding electronic message signs.

Foot Candle

A unit of light density incident on a plane (assumed to be horizontal unless otherwise specified), and measurable with an illuminance meter, a.k.a light meter.

Freestanding Sign

A sign permanently mounted directly into the ground, or supported by one or more poles posts, pylons columns, braces or a solid base other vertical structures or supports, and not attached to or dependent for support from any building. Freestanding signs include those signs otherwise known as “pedestal signs,” “pole signs,” “pylon signs,” and “monument signs.”

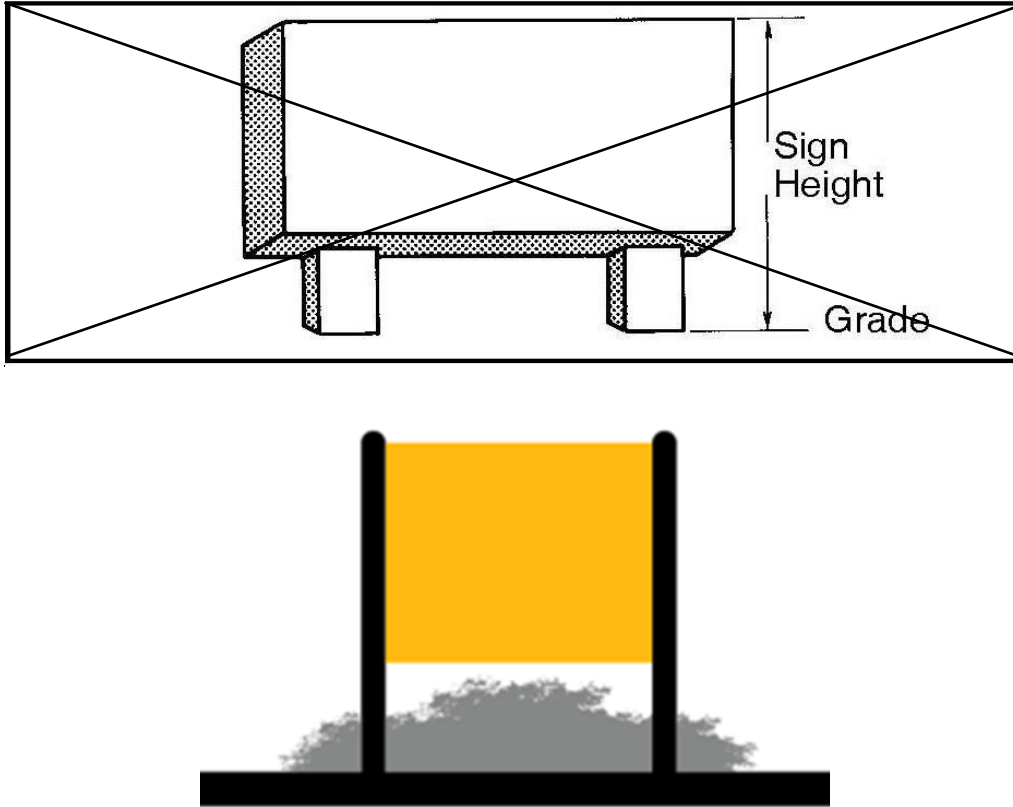


Figure: FREESTANDING SIGN

Holographic Display

Any display that creates a three (3) dimensional image through projection. (Note: Holographic displays are prohibited by SMC ~~15.600.120(F)~~ 15.600.090(F), Prohibited Signs.)

Informational Sign

~~A single or double faced small sign of a noncommercial nature not exceeding nine (9) square feet in surface area without advertising,~~ intended primarily for the convenience of the public or to ensure the orderly operation of the site, including but not limited to signs designating restrooms, address numbers, hours of operation, business directories, help wanted, public telephone, instructions regarding parking. Also included are property control and warning signs such as “no trespassing,” “no dumping,” etc.

~~A. Interior Informational Sign~~

~~Informational signs oriented to the interior of a site and at least thirty (30) feet from the right-of-way or not readable from the street.~~

B. Perimeter Informational Sign

Informational signs oriented to and readable from the street.

Marquee

A permanent roof like structure extending from part of a wall of a building a maximum of six (6) feet and supported solely by the building.

Marquee Sign

Any sign that forms part of or is integrated into a marquee, which is a permanent roof-like projecting structure attached to a building, and that does not extend above the height or beyond the limits of such marquee. Also considered an extension of a building-mounted sign.

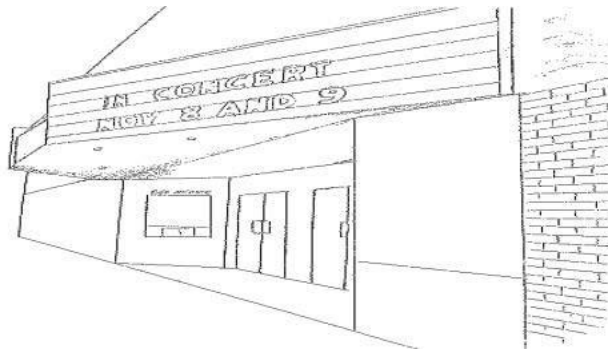


Figure: ~~MARQUEE/MARQUEE SIGN~~

Message

~~In an electronic message sign, a set of sequential displays that convey related information about a product, service or company.~~

Monument Sign

A type of freestanding ground-mounted, fixed sign that is above ground level and is with a height ranging from five (5) to fifteen (15) feet above the average ground elevation. The base (not included in the sign surface area calculation) is attached to the ground as a wide base of solid construction, by means of a wide base of solid appearance, with no open space between the sign and the ground.

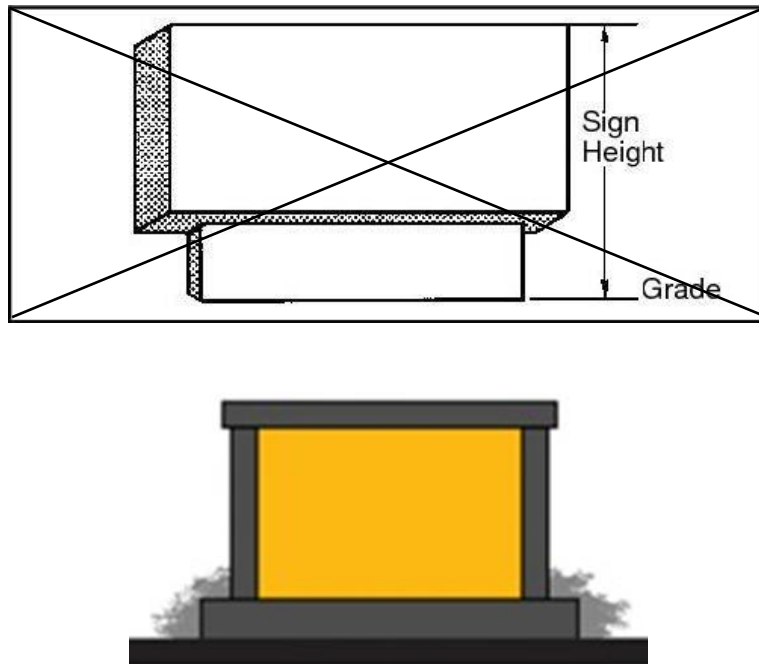


Figure: MONUMENT SIGN

Mural

A design or representation, without letters, numbers, or trademarked graphics, that is painted or drawn on the exterior of a structure facade that does not advertise a business, product, service, or activity of the business contained within the building or structure. A mural may have the signature of the person painting the sign, or copyright ownership of the mural painting.

Mural Sign

A design, or representation with letters, numbers, or trademarked graphics, that is painted or drawn on the exterior of a structure facade that advertises the business, product, service, or activity contained within the building or structure. A mural sign will include the name of the business or activity being conducted within the building or structure. Off-premises mural signs are not permitted.

Neighborhood Unit

A section or area within a multi-family development:

A.—Where the section or area is geographically different or separated from other sections or areas in the development; or

B.—Where the dwelling units have characteristics distinguishing them from the dwelling units in other sections or areas of the development.

Noncommercial Public Service Sign

Noncommercial signs devoted to religious, charitable, cultural, governmental or educational messages.

Noncommercial Sign

A sign which contains no message, statement, or expression related to commercial interests. Noncommercial signs include, but are not limited to, signs expressing political views, religious views, or information about and/or announcements of public agencies.

Office Building

An office building as defined by the City of SeaTac Zoning Code.

Parapet

That portion of a building wall which extends above the roof of the building on all building facades (see Figure: PARAPET).

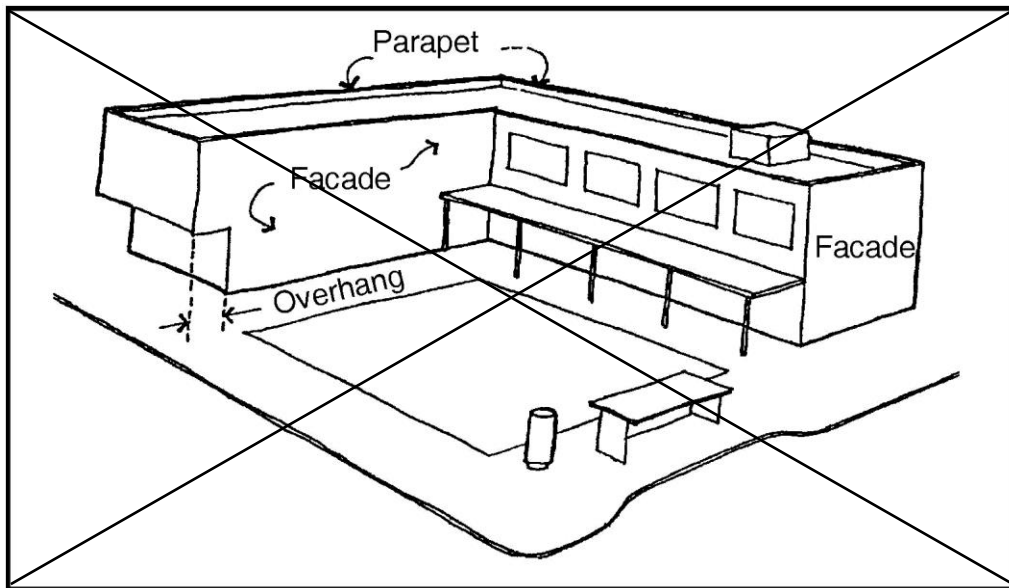


Figure: PARAPET

Parapet Sign

Any sign erected upon the parapet of a building, which is that portion of a building wall which extends above the roof of the building on all building facades; not to exceed the height of any roof structures housing building/ventilation equipment.

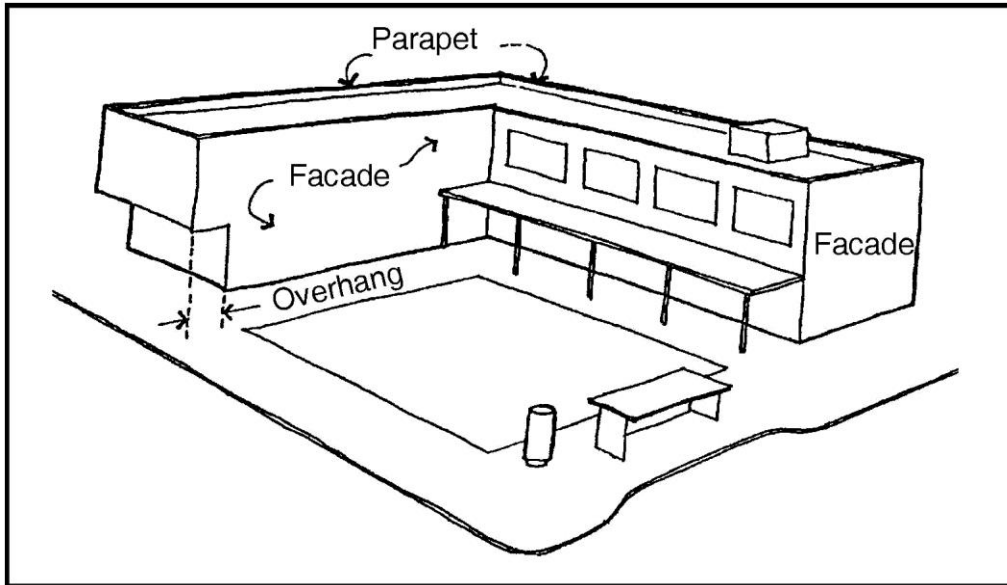


Figure: PARAPET

Pennants

A triangular tapering flag made of any lightweight fabric or other nonrigid material suspended in a series from a rope, wire, or string.

Penthouse

A structure on top of a building roof which houses an elevator shaft or similar form.

Permanent Sign(s)

All permitted monument/freestanding and building-mounted signs (see SMC 15.600.030, Commercial/Office/Industrial Zone Classification Signs and 15.600.040, Multi-Family Residential Zone Classification Signs).

Political Sign

Signs advertising a candidate or candidates for public elective office or a political party, or signs urging a particular vote on a public issue decided by ballot.

Porte-Cochere Sign

Any sign erected upon a porte-cochere, which is a A covering structure projecting horizontally from and attached to a building, affording protection from the elements; typically used for loading and unloading of vehicles.

Primary Sign(s)

~~All permitted permanent monument/freestanding and building-mounted signs (see SMC 15.600.030, Commercial/Office/Industrial Zone Classification Signs and 15.600.040, Multi-Family Residential Zone Classification Signs).~~

Scrolling

The vertical movement of a static message or display on an electronic message sign.

~~Secondary Signs~~

~~Allowable signage not falling within the definition of a primary sign; includes directional and informational signs, as well as temporary signs and displays (see SMC 15.600.070, Secondary Signage).~~

Sign

~~All surfaces/structures (permitted, exempt, or prohibited) regulated by this chapter that have letters, figures, design, symbols, trademark or devices intended to attract attention to any activity, service, place, subject, person, firm, corporation, public performance, article, machine or merchandise whatsoever.~~

Any communication device, structure, or fixture which is intended for commercial or non-commercial use; using graphics, written copy, letters, numbers, figures, symbols, logos, or registered trademarks. Painted wall designs or patterns which do not represent a product, service or registered trademark, and which do not identify the user, are not considered signs.

Sign Copy

Any combination of letters, numerals, words, symbols, pictures, emblems or other characters that constitute a message in either permanent or removable form.

Sign, Off-Premises

~~A Any sign which displays a message relating to a use of property or sale of goods or services at a location other than that on which the sign is located that directs attention to a business, commodity, service, activity or entertainment not conducted, sold or offered upon the premises where the sign is located.~~

Sign, On-Premises

~~A Any sign which displays a message which is directly related to the use of the property on which it is located carries advertisements incidental to a lawful use of the premises on which it is located, including signs indicating the business transacted at, services rendered, or goods sold or produced on the premises, or name of the person, firm or corporation occupying the premises.~~

~~Single-Occupancy Building~~

~~A commercial building or structure with one (1) major enterprise. A building is classified as "single-occupancy" only if:~~

- A. ~~It has only one (1) occupant;~~
- B. ~~It has no wall in common with another building; and~~
- C. ~~It has no part of its roof in common with another building.~~

~~Subdivision Signs~~

~~Signs used to identify a land development of a residential nature.~~

~~Streamer~~

~~A long narrow strip of lightweight fabric or other material suspended in a series from a rope, wire, or string.~~

~~Surface Area~~

~~See “Area or Surface Area of Sign.”~~

~~Surface Area of Facade~~

~~The area of that continuous front, side or back surface, including doors and windows, but excluding any roof area and structures or elevators or air conditioning equipment thereon; provided, that in the case of a roof sign, the surface area of the facade shall be the area of that continuous front, side or back surface immediately beneath the roof, including doors and windows, but excluding the roof area and structures for elevators or air conditioning thereon.~~

~~Temporary Freestanding Sign~~

~~A nonpermanent sign securely attached to the ground, intended for use for a limited period of time. A sign structure or device used for the display of messages or images, which is easily installed and removed and which is not intended or suitable for long-term or permanent display due to the sign construction, materials, placement, or installation. Any sign not covered by this definition is a permanent sign and must comply with the applicable permanent sign regulations.~~

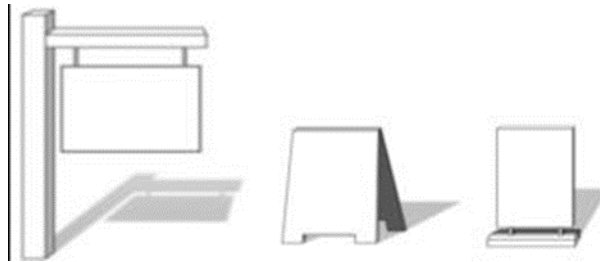


Figure: EXAMPLES OF TEMPORARY SIGNS

Section 4. Section 15.600.020 of the SeaTac Municipal Code is hereby amended to read as follows:

15.600.020 General Sign Provisions

A. Requirements Applicable to All Signs.

1. **Structural Requirements.** The structure and erection of signs within the City shall be governed by the adopted Uniform Sign Code and Building Code. Compliance with the Uniform Sign Code and Building Code shall be a prerequisite to issuance of a sign permit under SMC 15.600.110, Permits and Fees.
2. **Electrical Requirements.** Electrical requirements for signs within the City shall be governed by Chapter 13.180 SMC, Electrical Code. Compliance with the Electrical Code shall be required by every sign utilizing electrical energy as a prerequisite to issuance of a sign permit under SMC 15.600.170, Permits and Fees.
3. **Sign Illumination.** Illumination from or upon any sign shall be shaded, shielded, directed or reduced so as to avoid undue brightness, glare, or reflection of light on private or public property in the surrounding area, and so as to avoid unreasonably distracting pedestrians or motorists. "Undue brightness" is illumination in excess of that which is reasonably necessary to make the sign reasonably visible to the average person on an adjacent street. Additionally, electronic signs shall meet the standards of SMC 15.600.080, Electronic Message Signs.
4. **Sign Maintenance.** All signs, including signs heretofore installed, shall be constantly maintained in a state of security, safety, repair and professional appearance. If any sign is found not to be so maintained or is insecurely fastened or otherwise dangerous, it shall be the duty of the owner and/or occupant of the premises on which the sign is fastened to repair or remove the sign within five (5) days after receiving notice from the City Manager or designee. The premises surrounding a monument sign shall be free and clear of rubbish and any landscaping area free of weeds.
5. **Sign Obstructing View or Passage.** No sign shall be located so as to physically obstruct any door, window or exit from a building. No sign shall be located so as to be hazardous to a motorist's ingress or egress, or visibility of traffic flow during ingress or egress, from parking areas of any way open to the public. All signs shall comply with SMC 15.400.350, Sight Distance Requirements.
6. **Landscaping for Monument Signs.** All permanent monument signs shall include, as part of their design, general landscaping and curbs about their base to prevent automobiles from hitting the sign-supporting structure and to improve the overall appearance of the installation.
7. **Sign Inspection.** All sign users shall permit the periodic inspection of their signs by the City upon City staff request.
8. **Conflicting Provisions.** Whenever two (2) provisions of this code overlap or conflict with regard to size or placement of a sign, the more restrictive provision shall apply.

AB. Number of Primary Permanent Signs.

1. **Primary Permanent** signage, consisting of monument/freestanding signage and facade/building-mounted signage, is allowed within the commercial/industrial/office zones,

multi-family zones, and for ~~churches, schools and community~~ non-commercial uses in the single-family residential zones as described in SMC 15.600.030, Commercial/Office/Industrial Zone Classification Signs, 15.600.040, Multi-Family Residential Zone Classification Signs, and 15.600.050, Single-Family Residential Zone Classification Signs. Within these zoning classifications, only one (1) ~~monument/freestanding~~ sign is allowed per site, ~~as described in subsection (B) of this section.~~ See subsection C of this section for a definition of “site”. Each business shall also be allowed the facade signage described within SMC 15.600.030(B)(2) or 15.600.040(B)(2).

2. Where a site has multiple street frontages, one (1) ~~monument/freestanding~~ sign shall be allowed on each street frontage, providing that there shall be a minimum of one hundred ~~forty~~ (150) feet between each freestanding sign, drawn in a straight line between the closest edges of the signs.

3. In a residential site of one hundred (100) dwelling units or greater, where the dwelling units are clustered into defined neighborhoods ~~units~~, only one (1) ~~monument/freestanding~~ sign shall be allowed to identify each neighborhood ~~unit~~ containing at least thirty-five (35) residential dwelling units.

C. Monument Sign Design. Any monument sign must be “integrated” (that is, all elements of the sign must be incorporated in a single design).

1. Monument signs shall include design elements that effectively frame the sign on both faces. Alternatively, signs that have a substantial framing element on one side may meet this provision.

2. Monument signs shall integrate a top, middle, and bottom element. The top could include a distinctive sign cap and/or include the name of a multi-tenant center. The middle can include a consistent framing technique for an individual sign or multiple signs in a multi-tenant center. The bottom could include a distinctive base design with special materials and/or design.

Signs less than six feet tall are exempt from this provision.

3. Monument signs shall include durable high-quality materials such as stone, brick, concrete, or steel and a design that relates to and/or complements the design of on-site buildings and/or is coordinated with other site design elements (such as distinctive lighting, monuments, wayfinding signs).

4. All permanent monument signs shall include, as part of their design, general landscaping and curbs about their base to prevent automobiles from hitting the sign-supporting structure and to improve the overall appearance of the installation.

5. Posts or other supports must be architecturally covered, painted, or otherwise treated to prevent weathering, and to coordinate with the design of the sign.

D. Setbacks.

1. Interior lots (as per SMC 15.110.030): Five (5) feet from the front property line; ten (10) feet from the side property lines.
2. Corner lots: Five (5) feet from all property lines.
3. A sign may be set back between zero (0) feet and five (5) feet from the front property line, provided the applicant provides justification and documented proof that the sign's placement will not hinder vision clearance (as per SMC 15.400.350) for existing and future development on the site.

B E. Site. A site shall be considered to be the largest applicable area of the following:

1. A single business located on one (1) or more tax parcels;
2. Multiple uses sharing the area of one (1) or more tax parcels, whether in a multiple-occupancy building, a multiple-building complex, or other common use of a parcel for business operations.

~~C. **Secondary Signage.** Secondary signage shall be allowed in commercial/industrial/office zones, multi-family zones, and for churches, schools and community uses in the single-family residential zones as described in SMC 15.600.070, Secondary Signage.~~

~~D. **Informational Signs.** Informational signs are not included in the number of primary signs so long as the following conditions are met:~~

~~1. **Interior Informational Sign.** Informational signs oriented to the interior of a site and at least thirty (30) feet from the right of way or not readable from the street.~~

~~a. The sign shall not exceed nine (9) square feet in surface area.~~

~~2. **Perimeter Informational Sign.** Informational signs oriented to and readable from the street.~~

~~a. The sign shall not exceed three (3) square feet in surface area, and the number of perimeter informational signs shall not exceed one (1) per street frontage.~~

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

~~3. The sign shall be located on the subject site, and meet all other standards of the code.~~

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

1. **Interior Directional Sign.** Directional signs oriented to the interior of a site and at least thirty (30) feet from the right of way, or not readable from the street.

a. The sign shall not exceed nine (9) square feet in surface area.

2. **Perimeter Directional Sign.** Directional signs oriented to and readable from the street.

- ~~a. The sign shall not exceed six (6) sixteen (16) square feet in surface area;~~
- ~~b. Business identification shall comprise no more than twenty five percent (25%) of the sign;~~
- ~~c. The number of perimeter directional signs shall not exceed one (1) per entrance to a site, except that two (2) such directional signs shall be allowed if necessary for safety and oriented to traffic approaching the entrance from two (2) different directions.~~

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

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

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

3. The sign is located on the premises to which the sign is intended to guide or direct pedestrian or vehicular traffic, and meets all other standards of the code. If a directional sign is portable, or constructed of nonrigid materials, ~~it is subject to the limitations on number and placement of portable and banner signs per this section, except that an interior directional sign only may be portable in excess of the limits on portable signs if necessary for orderly site operations see SMC 15.600.070, Temporary Sign Standards, for requirements regarding temporary signs.~~
4. Where a property lacks direct street frontage, an off-premises directional sign may be approved through a variance process described in SMC ~~15.600.200~~ 15.600.130, Variance from Sign Code.

D G. Street Identification. Each enterprise, including each building in a multiple building complex, shall display and maintain on-premises street address number identification.

E H. Each Sign Complete. In no case shall any sign contain a letter, word, or phrase that is continued onto another sign.

Section 5. Section 15.600.030 of the SeaTac Municipal Code is hereby amended to read as follows:

15.600.030 Commercial/Office/Industrial Zone Classification Signs

A. General.

2. **Illumination.** ~~Monument/freestanding~~ Freestanding and building-mounted signs in the commercial/office/industrial zones may be illuminated through internal and external

illumination; provided, that such illumination does not create glare on adjacent properties or traffic corridors, and that the following conditions are met:

- b. **External Illumination.** If external illumination is used, documentation shall be provided that clearly shows that light or glare from the external illumination will not impact traffic corridors or adjacent properties. ~~The type of external illumination shall be approved by the Director prior to issuance of a sign permit.~~

B. Standards.

1. **Monument and Freestanding Signs.** ~~Any monument or freestanding sign must be “integrated,” that is, all elements of the sign must be incorporated in a single design. Auxiliary projections or attachments not a part of a single design are prohibited. Poles or other supports must be architecturally covered, painted, or otherwise treated to prevent weathering, and to coordinate with the design of the sign.~~

~~a. **Setbacks.**~~

~~i. Interior lots: Five (5) feet from the front property line; ten (10) feet from the side property lines. Exception: Signs may be set back between zero (0) and five (5) feet from the front property line and five (5) feet from the side property line subject to the criteria contained in SMC 15.600.060, Signage—Zero (0) to Five (5) Feet Front Property Line Setback Criteria.~~

~~ii. Corner lots: Five (5) feet from all property lines. Exception: Signs may be set back between zero (0) and five (5) feet from the front property line subject to the criteria contained in SMC 15.600.060, Signage—Zero (0) to Five (5) Feet Front Property Line Setback Criteria.~~

~~Sign projections shall not obstruct any access points as required in SMC 15.400.350, Sight Distance Requirements.~~

~~b a. Maximum height: Fifteen (15) feet.~~

~~e b. Maximum surface area:~~

~~ii. The size of electronic monument or freestanding signs is limited by SMC 15.600.130 15.600.080, Electronic Message Signs.~~

2. **Building-Mounted Signs (Including Parapet, Awning, Marquee, Porte-Cochere, and Canopy-Mounted Signs).** The surface area of any building-mounted sign shall not exceed the figures derived from the following schedule. The size of electronic message signs for building-mounted signs is limited by SMC ~~15.600.130~~ 15.600.080, Electronic Message Signs.

- b. Unused sign surface area for a facade may be used by any tenant or user within the same multiple occupancy building if: the display of the sign is necessary to reasonably identify and locate the use, and the provisions of this code do not provide the use with adequate sign display options.

- i. ~~The applicant files with the City a written statement signed by the tenant or user permitted to utilize that sign area under this code permitting the applicant to utilize the unused sign surface area that is directly related to the tenant.~~
 - ii. ~~The display of a sign on that facade by the secondary sign user will not create a significant adverse impact on dependent sign users of that facade.~~
 - iii. ~~The display of a secondary sign is necessary to reasonably identify and locate the use, and the provisions of this code do not provide the use with adequate sign display options.~~
- c. **Sign Height —Parapet Signs.** The height of any building-mounted/~~canopy sign or parapet sign shall not extend above the highest exterior wall of the building. Additionally, no parapet can be extended above the highest roof ventilation structure.~~
- g. Any sign mounted to the facade of a freestanding canopy structure or the facade of a porte-cochere extending more than six (6) feet from a building shall not exceed ~~thirty (30) inches~~ 70 percent of the width or in height; of the fascia the sign is mounted to so as to leave reveal on all sides of the sign and to maintain an appropriate balance between the sign and structure.

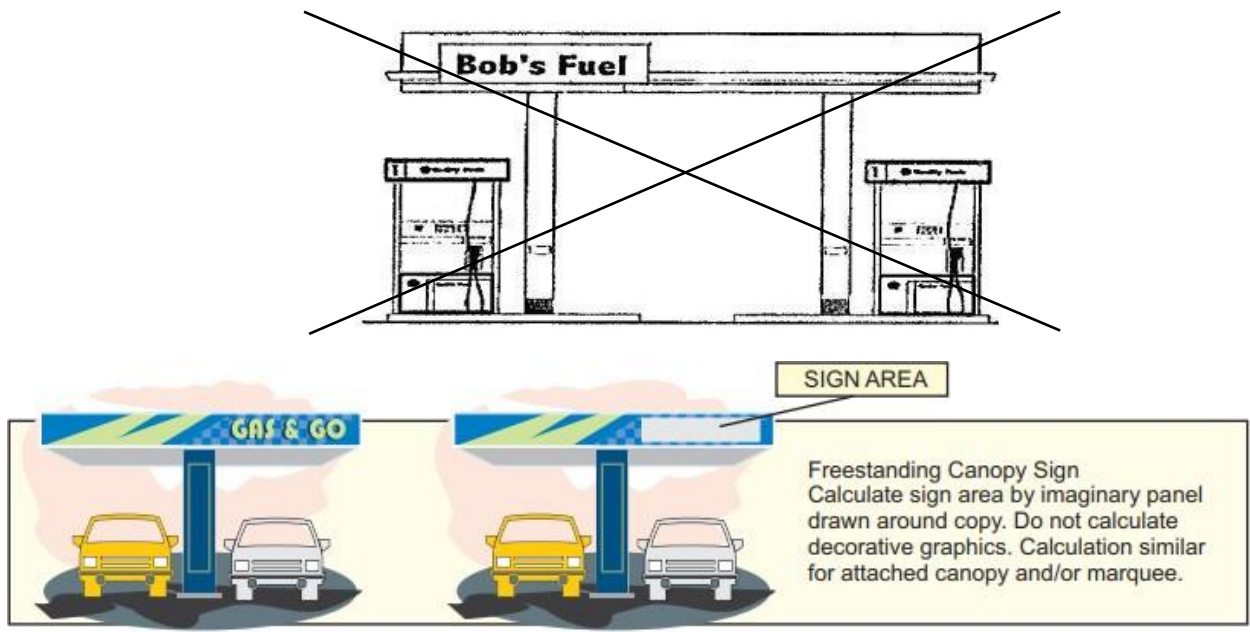


Figure: CANOPY SIGN

- h. Window signs shall be considered building-mounted signs for the purposes of this section, and shall be counted as part of the aggregate sign surface area allowed. Window signs shall not be mounted between three (3) feet and seven (7) feet of floor level on any floor of a building, unless such signage does not obstruct visibility through the majority of the window.

~~j.—The width of any decorative lighting strip or accent shall be considered to extend six (6) inches beyond the limits of the actual strip, or accent, where the light flow is unencumbered in that direction.~~

~~k.—In no case may the maximum sign surface area permitted on a building facade be exceeded.~~

Section 6. Section 15.600.040 of the SeaTac Municipal Code is hereby amended to read as follows:

15.600.040 Multi-Family Residential Zone Classification Signs

A. **General.** This section applies to:

1. Multiple-family buildings and any commercial use, church, school or community use located in the T, UM, UH, CB, RBX, UL, NB, I and O/C/MU zone classifications.
3. See SMC ~~15.600.130~~ 15.600.080, Electronic Message Signs, for separate size and other limitations regarding electronic signs.

B. **Standards.**

1. **Monument and Freestanding Signs.** The following limits shall apply to monument and freestanding signs:

~~a.—Setback: Five (5) feet from the property line. Exception: Signs may be set back between zero (0) and five (5) feet from the front property line subject to the criteria contained in SMC 15.600.060, Signage—Zero (0) to Five (5) Feet Front Property Line Setback Criteria.~~

~~b~~ a. Maximum sign height:

- i. Fifteen (15) feet – ~~primary~~ permanent sign.
- ii. ~~Six (6) feet—neighborhood unit sign.~~

~~e~~ b. Maximum surface area:

- v. See SMC ~~15.600.130~~ 15.600.080, Electronic Message Signs, for size limitations on electronic signs;
- vi. ~~Twenty (20) square feet for neighborhood unit signs.~~

~~d~~ c. **Design.** Any monument sign must be “integrated” (that is, all elements of the sign must be incorporated in a single design). Auxiliary projections or attachments not a part of a single design are prohibited, except under the following circumstances:

~~Auxiliary projections or attachments shall be reviewed and approved by the Director.~~

2. **Building-Mounted Signs (Including Parapet, Awning, Marquee, Porte-Cochere, and Canopy-Mounted Signs).** The surface area of any building-mounted sign shall not

exceed the figures derived from the following schedule. The size of electronic building-mounted signs is limited by SMC ~~15.600.130~~ 15.600.080, Electronic Message Signs.

Additionally, the following conditions apply:

b. Unused sign surface area for a facade may be used by any tenant or user within the same multiple occupancy building, if: the display of the sign is necessary to reasonably identify and locate the use, and the provisions of this code do not provide the use with adequate sign display options.

~~i. The applicant files with the City a written statement signed by the tenant or user permitted to utilize that sign area under this code permitting the applicant to utilize the unused sign surface area.~~

~~ii. The display of a sign on that facade by the nondependent sign user will not create a significant adverse impact on dependent sign users of that facade.~~

~~iii. The display of the nondependent sign is necessary to reasonably identify the use, and the provisions of this code do not provide the use with adequate sign display options.~~

c. **Sign Height —Parapet Signs.** The height of any building-mounted/~~canopy or parapet~~ sign shall not extend above the highest exterior wall of the building. ~~Additionally, no parapet can be extended above the highest roof ventilation structure.~~

e. Any building-mounted sign, ~~including any marquee sign, or awning sign attached to a building,~~ shall not project more than six (6) feet from the face of the building to which the sign is attached. Any structural supports shall be an integral part of the design or concealed from view.

h. Window signs shall be considered building-mounted signs for the purposes of this section, and shall be counted as part of the aggregate sign surface area allowed. Window signs shall not be mounted between three (3) feet and seven (7) feet of floor level on any floor of a building, unless such signage does not obstruct visibility through the majority of the window.

i. Decorative lighting including neon and other accent lighting, and lighted canopy or wall panels, shall be considered a building-mounted sign for the purposes of this section, and shall be counted as part of the aggregate sign surface area allowed. The width of any decorative lighting strip or accent shall be considered to extend six (6) inches beyond the limits of the actual strip or accent.

~~j. The width of any exposed neon sign, and any decorative or accent lighting where the light flow is unencumbered by a cover shall be considered to extend six (6) inches beyond the limits of the actual sign, strip, or accent, where the light flow is unencumbered in that direction.~~

~~k. In no case may the maximum sign surface area permitted on a building facade be exceeded. (Ord. 15-1018 § 1)~~

Section 7. Section 15.600.050 of the SeaTac Municipal Code is hereby amended to read as follows:

15.600.050 Single-Family Residential Zone Classification Signs

~~C. Each subdivision, development of five (5) or more units in a townhouse zone, or senior citizen multi-family complex is permitted a monument/freestanding sign at its major entrances, not to exceed thirty five (35) square feet per face and a total of seventy (70) square feet.~~

~~D. Churches, schools, community uses, and agricultural crop sales located within the UL and T zones shall be allowed the signage described and regulated under SMC 15.600.040, Multi-Family Residential Zone Classification Signs, and 15.600.070, Secondary Signage.~~

~~E C.~~ Any home occupation shall be allowed the signage described and regulated in SMC 15.465.500(C), Home Occupations.

~~F D.~~ Any daycare facility, bed and breakfast, short-term rental, or specialized instruction school (other than a specialized instruction school located at a former school district facility) within the UL or T zones shall be allowed a nine (9) square foot sign.

~~G E.~~ Electronic message signs are not allowed, except as permitted by SMC ~~15.600.130~~ 15.600.080, Electronic Message Signs.

~~H F.~~ Internally illuminated signs are not allowed except as permitted and regulated by SMC 15.600.040, Multi-Family Residential Zone Classification Signs, for churches, schools, and community uses ~~and agricultural crop sales.~~

~~I. One (1) temporary freestanding sign is allowed while a property is for sale, for rent, or under construction, per SMC 15.600.070(D)(3)(b).~~

~~J. Portable off-premises signs on private property no more than four (4) square feet in surface area and two (2) feet in height are allowed with the permission of the owner, if such signs are authorized under SMC 15.600.070(E)(4), grand opening/special events, SMC 15.600.080, Political Signs, SMC 15.600.090, Real Estate Signs, and SMC 15.600.100, Garage and Yard Sale Signs. (Ord. 15-1018 § 1)~~

Section 8. Section 15.600.060 of the SeaTac Municipal Code is hereby repealed.

Section 9. A new Section 15.600.060 is hereby added to the SeaTac Municipal Code:

15.600.060 Noncommercial Speech Sign Standards

Noncommercial speech signs do not promote commercial products or services. The content of such signs is not regulated, but is subject to the following requirements:

A. The sign area of all noncommercial speech signs on a lot shall not exceed thirty-two (32) square feet.

B. The maximum height is limited to six (6) feet.

C. Noncommercial speech signs that do not comply with the requirements of this section shall be subject to the permit requirements, sign area, setback and other provisions of this chapter. All noncommercial speech signs shall comply with general sign regulations per SMC 15.600.020.

D. For requirements regarding temporary noncommercial speech signs, see SMC 15.600.070, Temporary Sign Standards.

Section 10. Section 15.600.070 of the SeaTac Municipal Code is hereby repealed.

Section 11. A new Section 15.600.070 is hereby added to the SeaTac Municipal Code:

15.600.070 Temporary Sign Standards

A. General.

1. All temporary signs are subject to the placement, size, and height requirements of this chapter, and the requirements in the underlying zone. The content of temporary signs is not regulated.

2. No sign permit is required for temporary signs.

B. Materials. Temporary signs shall be made of any durable material, and the sign face shall be of rigid or flexible construction, unless otherwise required by this section.

C. Illumination. Temporary signs shall not be directly illuminated or be provided with any electric service.

D. Standards.

1. The sign area of individual temporary signs shall not exceed nine (9) square feet, except a single on-premise temporary sign may be as large as thirty-two (32) square feet.

2. The maximum height of a temporary sign is six (6) feet.

3. Signs may be displayed for a period not to exceed 180 days, except for when the sign is related to an event or a specific date, in which case it shall be removed within fourteen (14) days following the event or specific date.

4. Temporary signs shall not be permanently attached to the ground, a building, or to any other structure, other than what is necessary to secure it to prevent theft, wind damage or safety problems.

5. Temporary signs attached to building walls shall not be placed in a manner that obstructs any door, fire department sprinkler connection, or address numbers.

6. Temporary signs shall not be placed on the roof of a building, or affixed to a permanent sign or its structure, tree, utility pole, or street sign.

7. Aerial displays are permitted for specific promotions or events but shall be removed seven (7) days after the promotions or events end. However, in no case shall an aerial display be displayed for more than twenty-eight (28) days.

8. **Banners.** A banner may have a sign area of up to thirty-two (32) square feet. The height of banners shall not exceed the height of the building or fence to which they are attached.

a. For buildings or tenant spaces with an exterior wall width greater than thirty-two (32) feet in width, the maximum size of a banner shall be up to one (1) square foot of banner area for every one (1) linear foot of exterior wall space per tenant/business space, up to a maximum size of one hundred (100) square feet.

b. If the banner is strung between support posts, the maximum height shall not exceed fifteen (15) feet, as measured from the existing ground level to the top of the banner.

c. These limitations do not apply to city-owned banners affixed to city property.

E. General Location Provisions.

1. With the exception of public right-of-way, temporary signs shall only be located on public or private property with the property owner's permission.

2. Temporary signs shall not be placed in any public park, trail, open space, or other public space, except for those signs placed or authorized by the government, agency, or organization that owns or maintains the land.

3. No part of a temporary sign may overhang a paved roadway, sidewalk, bicycle path, parking space, driveway, loading area, or wheelchair access.

4. Temporary signs shall not be placed within any roadway median, traffic circle, traffic island, or roundabout.

5. Temporary signs in the public right-of-way shall be located at least five (5) feet from any other temporary sign.

6. Temporary signs in the public right-of-way shall be located at least 25 feet from traffic signs, signals, wayfinding signs, and other traffic control devices erected by the city or other public authority.

7. Off-premise, commercial temporary signs may only be located in the right-of-way adjacent to the commercial premises.

Section 12. Section 15.600.080 of the SeaTac Municipal Code is hereby repealed.

Section 13. A new Section 15.600.080 is hereby added to the SeaTac Municipal Code:

15.600.080 Electronic Message Signs

Electronic message signs shall be allowed, provided they comply with the following requirements:

A. Size and Location.

1. **Freestanding/Monument Signs.**

a. That portion of the sign that constitutes the electronic changeable display shall be allowed as follows:

<u>Zone</u>	<u>Maximum Electronic Portion of Sign</u>	<u>Maximum Total Size of Sign</u>
<u>CB, CB-C, O/CM, I, RBX</u>	<u>55 sf</u>	<u>85 sf</u>
<u>NB</u>	<u>25 sf</u>	<u>85 sf</u>
<u>Non-Commercial Uses in UL, T, UM, UH, O/C/MU, P</u>	<u>Not allowed</u> <u>Not allowed</u> <u>25 sf</u>	<u>35 sf not on an arterial</u> <u>60 sf on a minor/collector arterial</u> <u>85 sf on a principal arterial</u>
<u>Commercial Uses in O/C/MU, T, UM, UH</u>	<u>Not allowed</u> <u>Not allowed</u> <u>25 sf</u>	<u>35 sf</u> <u>60 sf on a minor/collector arterial</u> <u>85 sf on a principal arterial</u>
<u>Multi-Family Uses in T, O/CM, UM, UH</u>	<u>Not allowed</u>	<u>35 sf</u>

2. Building-Mounted Signs.

a. Building-mounted electronic message signs are not allowed in the following zones: UL, T, O/C/MU, UM, UH, P, NB.

b. In all other zones, a site or property may be allowed a maximum of fifty-five (55) square feet of building-mounted electronic changeable display per street frontage.

C. Light Levels.

1. All signs shall incorporate photocell/light sensors, with automatic dimming technology that appropriately adjusts to ambient light conditions and the means to immediately turn off the display if it malfunctions or if for some reason it is not complying with the regulations in this Section.

2. Maximum brightness levels for electronic message signs in all zones shall not exceed 0.3 foot candles above ambient light as measured using a foot candle meter at a preset distance depending on sign size. Measurement distance shall be determined using the following calculation: the square root of the product of the sign area times 100. Example using a 12 square foot sign: $\sqrt{(12 \times 100)} = 34.6$ feet measuring distance.

4. All electronic message signs shall be designed to prevent light trespass into the sky.

D. Residential Zones.

1. Electronic message signs shall not be allowed within any dwelling or home occupation in any residential zone.

2. Businesses, churches or schools are allowed electronic message signs providing that:
 - a. They comply with subsections (A) through (C)(1) and (C)(3) of this section;
 - b. Electronic displays in residential zones shall be turned off between the hours of 10:00 p.m. and 7:00 a.m.

Section 14. Section 15.600.090 of the SeaTac Municipal Code is hereby repealed.

Section 15. A new Section 15.600.090 is hereby added to the SeaTac Municipal Code:

15.600.090 Prohibited Signs

The following signs or displays are prohibited, unless otherwise approved by this chapter. Prohibited signs are subject to removal by the City at the owner's or user's expense. Any existing sign which is prohibited upon the effective date of this code shall be removed within six (6) months of notification from the City except as provided in SMC 15.600.100, Nonconforming Signs, regarding nonconforming signs.

- A. Signs which purport to be, or are an imitation of, or resemble an official traffic sign or signal, or which bear the words "stop," "caution," "danger," "warning," or similar words;
- B. Signs which, by reason of their size, location, movement, content, coloring or manner of illumination, may be confused with or construed as a traffic control sign, signal or device, or the light of any emergency (police, fire or ambulance) or radio equipment vehicle, or which obstruct the visibility of any traffic or street sign or signal device;
- C. Signs which rotate or have a part(s) which move or revolve except the movement of the hands of a clock;
- D. Signs that display animation;
- E. Any display or sign not specifically allowed by the sign code, including, but not limited to, strings of lights; ribbons; spinners, twirlers or propellers; flashing, rotating or blinking lights, chasing or scintillating lights; fluttering or moving lights or other illuminating device which has a changing light density or color; lasers; strobes or lights with stroboscopic effect; displays or lights that imitate the appearance of explosions or fireworks; flares; balloons; bubble machines and similar devices of a carnival nature, or containing elements creating sound or smell. Exception: Certain of these devices are permitted on a limited basis for grand openings of new businesses under SMC 15.600.070(D);
- G. Signs identifying, or window signs advertising activities, products, businesses or services which have been discontinued for more than sixty (60) days on the premises upon which the signs are located, and any window signs in excess of the amount of wall signage allowed, or mounted between three (3) feet and seven (7) feet above floor level and obstructing the view through a the majority of the window;
- H. Private signs on utility poles as prohibited by RCW 70.54.090;
- I. Billboards except those qualifying as nonconforming signs pursuant to SMC 15.600.100, Nonconforming Signs;

J. Roof signs, except as allowed through a variance process by SMC 15.600.130(G)(5);

K. Signs attached to or placed on a vehicle or trailer on public or private property; provided, however, this provision shall not be construed as prohibiting the identification of a firm or its products on a vehicle operating during the normal course of business, or advertising a vehicle for sale if such sign is placed inside the vehicle.

L. Any sign that impedes free ingress and egress from any door, window, or exit way required by building and fire codes, or blocks pedestrian access to transit or to/from parked vehicles.

Section 16. Section 15.600.100 of the SeaTac Municipal Code is hereby repealed.

Section 17. A new Section 15.600.100 is hereby added to the SeaTac Municipal Code:

15.600.100 Nonconforming Signs

A. **Applicability.** This section applies to the maintenance, repair, as appropriate, and removal of nonconforming signs. “Nonconforming sign” means a sign that was legally established, but no longer conforms to the current sign standards of this chapter.

1. Loss of Nonconforming Status. A nonconforming sign shall immediately lose its nonconforming status if:

a. The sign is altered in any way in structure or height which is not in compliance with the standards of this chapter; or

b. The sign is relocated to a position which is not in compliance with the standards of this chapter; or

c. The sign is replaced; provided, that this replacement refers to structural replacement, not change of “copy,” panel or lettering; or

d. Any new permanent sign is erected or placed in connection with the enterprise using the nonconforming sign; or

e. The loss of legal nonconforming status takes place upon any change in land use or occupancy, or a change in business name, and the sign shall be brought into conformity. Such nonconforming signs shall, within ninety (90) days, be brought into conformity with this code or be removed.

Upon any of the above-referenced circumstances taking place, any permit or designation for what had been a nonconforming sign shall become void. The Administrator shall notify the sign user, sign owner or owner of the property upon which the sign is located of cancellation of the permit or designation and the sign shall immediately be brought into compliance with this chapter and a new permit secured or shall be removed.

B. Illegal Signs. An illegal sign is any sign which does not comply with the requirements of this chapter within the City limits as they now or hereafter exist and which is not eligible for characterization as nonconforming under this section.

C. Nonconforming Sign Maintenance and Repair. Nothing in this section shall relieve the owner or user of a nonconforming sign or owner of the property on which the nonconforming sign is located from the provisions of this code regarding safety, maintenance and repair of signs, nor from any provisions on prohibited signs, contained in SMC 15.600.090, Prohibited Signs; provided, however, that any repainting, replacement of “copy,” panels and/or lettering, cleaning, and other normal maintenance or repair of the sign or sign structure shall not modify the sign or structure in any way which is not in compliance with the requirements of this code, or the sign will lose its nonconforming status (subsection ~~(B)(6)~~ (A)(1) of this section).

Section 18. Section 15.600.110 of the SeaTac Municipal Code is hereby repealed.

Section 19. A new Section 15.600.110 is hereby added to the SeaTac Municipal Code:

15.600.110 Permits and Fees

A. Permit Requirements. No sign governed by the provisions of this code that is illuminated or electronic or is greater than nine (9) square feet in surface area shall be erected, altered or relocated by any person, firm or corporation from and after the date of adoption of this code without a permit issued by the City. No permit is required for a non-illuminated sign of nine (9) square feet or less surface area, but such signs must otherwise comply with this code.

B. Permit Applications. Applications for permits shall contain the name and address of the owner and user of the sign, the name and address of the owner of the property on which the sign is to be located, the location of the sign structure, drawings or photographs showing display faces with the proposed message and design accurately represented as to size, area, proportion, and color, and such other pertinent information as the Code Administrator of this code may require to ensure compliance with this code and other applicable ordinances. Permit applications shall be available for inspection by the public upon request.

C. Expiration of Permits. A sign permit shall become null and void if the work for which the permit was issued has not been completed within one (1) year of its issuance.

D. Permit Exceptions. No new permit shall be required:

1. For repainting, cleaning or other normal maintenance or repair of a sign or sign structure for which a permit has previously been issued, so long as the sign structure or content is not modified in any way;
2. For the changing of the advertising copy or message on an approved reader board or theater marquee, during the period of amortization.

E. Notice of Permit Denial – Reasons. When a sign permit is denied by the Code Administrator, he shall give written notice of the denial to the applicant, together with a brief written statement of the reasons for the denial.

Section 20. Section 15.600.150 of the SeaTac Municipal Code is hereby repealed.

Section 21. Section 15.600.160 of the SeaTac Municipal Code is hereby repealed.

Section 22. Section 15.600.180 of the SeaTac Municipal Code is hereby repealed.

Section 23. Section 15.600.190 of the SeaTac Municipal Code is hereby renumbered to read as follows:

15.600.190 15.600.120 Administration, Enforcement and Sign Removal

Section 24. Section 15.600.200 of the SeaTac Municipal Code is hereby renumbered and amended to read as follows:

15.600.200 15.600.130 Variance from Sign Code

G. **Limitation of Authority.** The Hearing Examiner may not grant a variance to:

5. **Roof Signs.** Notwithstanding SMC ~~15.600.120~~ 15.600.090, Prohibited Signs, a roof sign may be allowed through a variance process provided the following criteria are met in addition to the decision criteria listed under subsection (F) of this section:

c. No other ~~primary~~ permanent signage exists or shall be allowed for the site;

6. **Off-Premises Signs.** Notwithstanding SMC ~~15.600.120~~ 15.600.090, Prohibited Signs, an off-premises sign may be allowed through a variance process provided the following criteria are met in addition to the decision criteria listed under subsection (F) of this section:

a. For a ~~primary~~ permanent sign:

i. ~~Primary~~ Permanent signage cannot be located on the site.

Section 25. Section 15.600.210 of the SeaTac Municipal Code is hereby repealed.

Section 26. Corrections. Upon approval of the City Attorney's Office, the City Clerk and the Code Reviser are authorized to make necessary corrections without altering intent, including the correction of clerical errors, references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 13. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

Section 14. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this _____ day of _____, 2024, and signed in authentication thereof on this _____ day of _____, 2024.

CITY OF SEATAC

Mohamed Egal, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:

Mary E. Mirante Bartolo, City Attorney



Sign Code Proposed Code Amendments

City Council

March 26, 2024



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

- Staff to provide an overview of changes and proposed recommendations to the Sign Code amendment.
- Review revised draft code language.

WHY IS THIS ISSUE IMPORTANT?

1. Needed to rewrite existing regulations to meet court case standards on content neutrality
2. Opportunity to reorganize and clarify existing regulations to provide simplified sign standards for code users.

POTENTIAL COUNCIL ACTION

ACTION REQUESTED

- Approve the proposed sign code amendments on 03/26/2024.

STAFF RECOMMENDATION: Approve

COMMITTEE RECOMMENDATION: PC – Approve; PED – Approve.

REVIEWS TO DATE

- PC: 02/07/2023, 03/21/2023, 04/18/2023, 05/16/2023, 06/06/2023, 10/17/2023, 11/07/2023, 12/19/2023, 1/16/2024
- PED: 02/15/2024



SIGN CODE UPDATE PRIORITIES & TOPICS

PRIORITIES:

- **Priority 1:** Ensure content neutrality
- **Priority 2:** Reorganize and clarify existing regulations
- **Priority 3:** Provide simplified sign standards

TOPICS:

- Electronic Signs
- Building-Mounted Signs
- Miscellaneous/Clean-Up Revisions
- Freestanding and Monument Signs
- Content neutrality



COURT CASES BACKGROUND

THE ISSUE

- *Reed v. Gilbert* (2015): Reed won the case because the Town of Gilbert used the content of a non-commercial sign to determine how it would be regulated.
- The Reed case did NOT address commercial sign provisions. Several court cases have since addressed this issue:
 - *Contest Promotions v. City and County of San Francisco* (2017): Affirmed that the strict scrutiny standards in the Reed case only applies to non-commercial speech.
 - *Reagan National Advertising v. City of Austin* (2021): Treating on-premises and off-premises signs differently does not violate content neutrality.



CONTENT NEUTRALITY AND SEATAC'S SIGN CODE

HOW IT AFFECTS SEATAC

- Non-commercial signs fall under the rights of the First Amendment and cannot be regulated based on “content”.
- Most parties involved in this discussion agree on this rule:
 - “If you have to read the sign to know if it is in compliance with code, then it is a content-based sign regulation.”
- What CAN we regulate?
 - Size
 - Location: free-standing vs. attached
 - Time restrictions
 - Lighting
 - Placement on private vs. public property
 - Fixed messages vs. electronic signs



OVERVIEW OF CONTENT NEUTRALITY REVISIONS

- Definitions
 - Consolidate, modify, add new as applicable
- Removal of content-based language and categories.
- New Temporary Sign standards.



OVERVIEW OF NON-CONTENT NEUTRALITY REVISIONS

- Definitions
 - Consolidate, modify, add new as applicable
- Streamline sign approval processes.
 - Remove regulations which have never been used and/or enforced for unused sign surface area.
- Clarification
 - Add clarifying language to enhance Code users' understanding of requirements.
- Enhanced sign standards
 - Provide stronger and more detailed standards than existing regulations.
- Reorganization
 - Consolidate or eliminate certain sections for improved clarity and wayfinding.



POTENTIAL COUNCIL ACTION

ACTION REQUESTED

- Approve the proposed sign code amendments on 03/26/2024.

STAFF RECOMMENDATION: Approve

COMMITTEE RECOMMENDATION: PC – Approve; PED – Approve.

REVIEWS TO DATE

- PC: 02/07/2023, 03/21/2023, 04/18/2023, 05/16/2023, 06/06/2023, 10/17/2023, 11/07/2023, 12/19/2023, 1/16/2024
- PED: 02/15/2024





SeaTac City Council

Request for Council Action

Agenda Bill #: 6399

Council consideration: A Motion authorizing the City Manager to execute a Purchase and Sale agreement with Little TJ, LLC to sell City-owned real property at 1140 South 200th Street.

Date Action Requested: RCM: 03/26/24

Review Dates: T&PW: 03/14/24

Prepared By: Florendo Cabudol, City Engineer

Amount: \$125,000

Budgeted?: No

Applicable Fund Name: Transportation CIP Fund (#307)

ANALYSIS: The property located at 1140 South 200th Street was acquired, in its entirety, as part of the Des Moines Memorial Drive South and South 200th Street Intersection project (ST-065). The property was acquired due to the additional right-of-way (ROW) area needed to construct the project. The impact of the construction left the remaining property unusable because there was insufficient space to construct a new septic system (existing septic system was compromised by the project). Therefore, the entire property was acquired, and the residents relocated to a different home.

With the project complete, staff entered a process to declare the property surplus to the City's needs. The City's needs were assessed with staff determining that there were no near-term or long-term uses for the property. Resolution 24-001 was passed by the Council on January 9, 2024 (Agenda Bill 6344) declaring the property as surplus. Next, outreach was conducted to nearby local public agencies, utility providers, abutting property owners, and parties who had expressed interest in purchasing the property. A Request for Proposals (RFP) was requested by interested parties with a submittal deadline of February 16, 2024. Two proposals were received from Little TJ, LLC, and Josef Larrison in the amount of \$125,000 and \$90,000, respectively (see attached offers). After assessing each offer, the proposal from Little TJ, LLC is recommended to move forward for Council consideration. Little TJ, LLC owns the property located at 19904 Des Moines Memorial Drive (adjacent west of the City-owned property).

BUDGET SIGNIFICANCE: The revenue from the sale of this real property will be allocated to Fund #307 (Transportation Capital Improvement Project Fund) since this property was purchased as part of the Des Moines Memorial Drive South and South 200th Street Intersection project.

COMMITTEE REVIEW(S) AND RECOMMENDATION(S): This item was presented to the Transportation and Public Works Committee on March 14, 2024. The Committee unanimously voted to place the item on the Consent Agenda for a future Regular Council Meeting with a recommendation to approve.

ALTERNATIVE(S): Do not pass the Motion and provide direction to staff.

ATTACHMENTS: Purchase and Sale Agreement

Accepted Offer

Not Accepted Offer

Resolution of Surplus

Notice of Property Sale

Property Info Sheet

Real Property:

1140 South 200th Street, SeaTac, WA

King County PIN 391740-0320

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made as of the date this instrument is fully executed by and between CITY OF SEATAC, A Washington municipal corporation ("Seller"), and Little TJ, LLC, an Oregon Limited Liability Company ("Buyer"), for purchase and sale of that certain real property situated in King County, Washington, legally described on Exhibit A attached hereto (the "Property"), and all rights appurtenant thereto.

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 1140 South 200th Street, SeaTac WA, 98188
- (b) Located in: King County, Washington. Property Tax ID #: 391740-0320.
- (c) The legal description is: As per Exhibit A.
- (d) This agreement does not include any personal property or fixtures.

2. PURCHASE PRICE: The total purchase price for the Property is One Hundred Twenty-Five Thousand No/100 Dollars (US \$125,000.00)] ("Purchase Price"). The Purchase Price is payable at closing in cash.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, the counteroffers' acceptance time shall be within 2 days after the day the counteroffer is delivered.
- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counteroffer ("Effective Date").

4. CLOSING DATE:

- (a) The sale will be closed in the office of the Closing Agent no later than _____.
- (b) Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents, and money necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" and "date of closing" means the date on which all appropriate documents are to be recorded and proceeds of the sale are available for disbursement to Seller. The Closing Agent shall be:

Rainier Title & Escrow Company 20435 72nd Ave So. #155
Kent, Washington 980324

5. CLOSING COSTS: Seller will pay real estate excise taxes (if any are due) and real property taxes (if any are due) prorated through the date of closing. Buyer will pay the premium for its owner's title insurance policy. Seller and Buyer shall split equally the Closing Agent's escrow fees.

6. OCCUPANCY & POSSESSION: Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants, and future tenancies. Seller shall not be responsible for any items left on the Property. Buyer assumes all risks of loss to the Property from the date of Closing and shall be responsible and liable for maintenance from that date and shall have accepted the Property in its existing condition as of the time of Closing.

7. ASSIGNABILITY: Neither Seller nor Buyer can assign or be released from this Contract except as provided under paragraphs 9 (a) and (c).

8. TITLE:

(a) Deed: At closing, Seller will execute and deliver to Buyer a Bargain and Sale Deed, conveying good and marketable title to said Property free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable; any Permitted Exceptions to the Title Report (Exhibit B).

(b) Title Insurance: At closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions appearing in the policy form and any Permitted/Subordinated Exceptions.

9. CONTINGENCIES:

(a) Council Approval: The sale of the Property is subject to approval by the SeaTac City Council approving the sale of the Property. If such approval is not granted by _____, Seller or Buyer may terminate this Agreement upon written notice to the other. Upon such termination, neither party shall have any further rights or obligations to the other hereunder.

(b) Right of Entry: On the day prior to the Closing Date, or on the a Date prior to the time of Closing, as specified by Buyer and scheduled in advance with Seller, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that Seller has maintained the Property as required by the terms of this AS-IS Agreement and has met all other contractual obligations.

(c) Risk of Loss: Seller will bear the risk of loss of or damage to the Property prior to closing. In the event of such loss or damage to the Property, Seller shall promptly notify Buyer thereof and Buyer may, in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

10. SELLER'S REPRESENTATIONS, AND COVENANTS: Seller represents, and covenants to the Buyer at the date of execution of this Agreement and the date of closing that:

(a) Authority: Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations.

(b) No Leases: The Property is not subject to any leases, tenancies, or rights of persons in possession;

(c) Contamination: Seller, or employee/agent of Seller, does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property. Without limitation, the foregoing specifically excludes any warranties or representations with respect to the structural condition of the Property, the area of land being purchased, the existence or non-existence of any hazardous substances or underground storage tanks, or the actual or threatened release, deposit, seepage, migration or escape of hazardous substances, from or into the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term hazardous substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

(d) Fees and Commissions: No broker, finder, agent, or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transaction contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker's finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding with the Seller or any action taken by the Seller.

(e) Indemnification: Seller agrees to indemnify, defend, and hold harmless Buyer, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein.

11. BUYER'S REPRESENTATIONS: Buyer represents to the Seller at the date of execution of this Agreement and the date of closing that:

(a) Authority: Buyer, and the person(s) signing on behalf of Buyer, has full power and authority to execute this Agreement and perform Buyer's obligations, and if Buyer is a corporation, all necessary corporate action to authorize this transaction has been taken;

(b) Condition of Property: Buyer acknowledges that Seller has provided Buyer with copies of all reports

in Seller's possession that have been requested by Buyer. Upon waiver or satisfaction by Buyer of its contingencies pursuant to Section 9(b), Buyer will be deemed to have approved the physical condition of the Property and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 10 of this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Property including without limitation those relating to hazardous substances, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.

(c) Fees and Commissions: Buyer shall pay for any broker's or other commissions or fees incurred by the Buyer in connection with the sale of the Property and Buyer shall indemnify and hold Seller harmless from all such claims for commission and/or fees.

(d) Indemnification: Buyer agrees to indemnify, defend, and hold harmless Seller, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein. Such duty of indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability, and common law.

12. NOTICES: Any notices required herein shall be given to the parties at the addresses listed below:

TO SELLER:

City of SeaTac
4800 So. 188th St.
SeaTac, WA 98188
Attn: Will Appleton

TO BUYER:

Little TJ, LLC
P.O. Box 11701
Eugene, OR 97440
Attn: Ken Marquardt

13. WASTE; ALTERATION OF PROPERTY: Prior to closing Seller shall not commit waste on the Property, nor shall Seller remove trees or other vegetation, coal, minerals, or other valuable materials nor shall Seller substantially alter the surface or subsurface of the Property without the express written consent of Buyer.

14. ALTERATIONS TO THE PROPERTY AFTER SALE: Buyer agrees that if any alternation or improvement is to be made to the Property, such alteration and improvement must comply with all current codes and standards, including City of SeaTac's Municipal Code and applicable standards based on permits granted by the City prior to commencing any work.

15. ENTIRE AGREEMENT: This is the entire agreement of the Buyer and Seller with respect to the Property and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Time is of the essence in this agreement.

16. SURVIVAL OF WARRANTIES: The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

Signed in duplicate original.

BUYER:

Little TJ, LLC, an Oregon Limited Liability Company,

By: _____
Title: _____
Date: _____

SELLER:

CITY OF SEATAC,
a Washington municipal corporation

By: _____
Date: _____

EXHIBITS: **Exhibit A – Legal Description**
Exhibit B – Permitted Exceptions in Title Report

**EXHIBIT A
TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

LEGAL DESCRIPTION

THE SOUTHERLY 100.00 FEET (AS MEASURED ALONG THE EASTERLY LINE OF BLOCK 18) OF THE EASTERLY 60.00 FEET IN (WIDTH) OF THAT PORTION OF VACATED BLOCKS 17 AND 18 AND VACATED ALLEY BETWEEN, LYING NORTHERLY OF SOUTH 200TH STREET IN KNIGHT'S 2ND ADDITION TO DES MOINES, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 3, RECORDS OF KING COUNTY;
TOGETHER WITH THE SOUTH 100 FEET (AS MEASURED ALONG THE EASTERLY LINE OF SAID BLOCK 18) OF THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST W.M., IN KING COUNTY, WASHINGTON , LYING WEST OF SEELEY'S ADDITION TO THE CITY OF DES MOINES, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 59, RECORDS OF KING COUNTY, WASHINGTON, AND LYING EASTERLY OF SAID BLOCK 18 AND NORTHERLY OF SAID SOUTH 200TH STREET;
EXCEPT THAT PORTION FOR SOUTH 200TH ST PER DEED RECORDED UNDER RECORDING NUMBER 20211014000522.

SITUATE IN THE CITY OF SEA-TAC, COUNTY OF KING, STATE OF WASHINGTON.

KING COUNTY PIN 391740-0320

**EXHIBIT B
TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

PERMITTED EXCEPTIONS

City of SeaTac City Clerk's Office
4800 South 188th Street
SeaTac, WA 98188

Re: City of SeaTac Resolution #24-001
1140 So. 200th St
Seatac, WA 98198

Dear City Clerk's Office,

Little TJ LLC would like to offer \$125,000 cash, no contingencies, on 1140 So. 200th St with an escalation clause of \$5,000 up to \$210,000. Closing to occur upon receipt of a clear title.

In addition to the above, Little TJ LLC is prepared to deposit earnest money in the amount of \$50,000 to demonstrate our commitment to this transaction.

Please find the earnest money terms and conditions attached herewith for your review and approval. We believe this earnest money deposit underscores our serious intent and financial capability to purchase the aforementioned property.

Should you require any further information or clarification regarding the earnest money or any other aspect of our offer, please do not hesitate to contact us.

Offer to be made under Little TJ LLC, signer Kenneth Marquardt, owner of conterminous property 19904 Des Moines Memorial Dr.

For questions or more information, please reach out to:

Kenneth - 541-501-8940 Tyler - 541-579-5577

Thank you for considering our offer. We look forward to your response.

Sincerely,



Tyler Marquardt

EARNEST MONEY AGREEMENT

Date: 2/16/24

Property: 1140 So. 200th St, SeaTac, WA [Insert Full Address]

Purchaser: Little TJ LLC

Signer: Kenneth Marquardt

Contact Information: ken@ramjackor.com, 541-501-8940

Seller: City of SeaTac

Office: City Clerk's Office

Contact Information: cityclerk@seatacwa.gov

1. Earnest Money Deposit

Little TJ LLC (hereinafter referred to as "Purchaser") hereby offers to deposit the sum of \$50,000.00 USD (Fifty Thousand Dollars and No Cents) as earnest money for the purchase of the property located at 1140 So. 200th St, SeaTac, WA (hereinafter referred to as "Property").

2. Deposit

The earnest money shall be deposited with an Escrow Agent of the City's choosing within three (3) business days of acceptance of this offer by the City of SeaTac (hereinafter referred to as "Seller"). The Escrow Agent shall hold and disburse the earnest money in accordance with the terms of this agreement.

3. Application of Earnest Money

The earnest money shall be applied to the purchase price of the Property at closing.

4. Contingencies

This earnest money deposit is made as part of the Purchaser's offer of \$125,000 cash, with no contingencies, and an escalation clause of \$5,000 up to \$210,000, as outlined in the offer letter dated [Insert Date of Offer Letter].

5. Closing

Closing shall occur upon receipt of a clear title by the Purchaser, at which time the earnest money shall be released to the Seller and applied to the purchase price.

6. Default

If the Purchaser fails to complete the purchase of the Property in accordance with the terms of the offer letter, through no fault of the Seller or any unforeseen encumbrances on the title, the earnest money shall be forfeited as liquidated damages.

7. Refund of Earnest Money

If the Seller cannot provide a clear title or if the Seller fails to comply with any other term of the offer letter, the earnest money shall be promptly refunded to the Purchaser in full.

8. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

9. Acknowledgment

The Seller acknowledges receipt of this Earnest Money Agreement and agrees to the terms and conditions herein.

Seller:

By: _____

Name:

Title:

Date:

Purchaser:

By: _____

Name: Kenneth Marquardt

Title: Owner, Little TJ LLC

Date:

Florendo Cabudol

From: Josef Larsson <joseflarsson@gmail.com>
Sent: Friday, February 16, 2024 11:11 AM
To: City Clerk
Cc: Ingrid Bulpin; Florendo Cabudol; Carl Cole
Subject: Proposal and Purchase Offer for 1140 S 200th Parcel

[NOTICE: This message originated outside of City of SeaTac -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good Morning,

This is for the SeaTac City Clerk and all involved city officials.

Below is a proposal and purchase offer for the surplus property at 1140 S 200th and a response to the January 26th 2024 flier announcing the sale by City of Seatac Resolution #24-001.

The below document is also available at this link:

<https://docs.google.com/document/d/1FPxFKyhsTYLURoOBDMnS3fGQLQSNiYyWcCxEAqo0Hk0/edit?usp=sharing>

Proposal for 1140 S 200th Street

This is a proposal for the City of SeaTac for the surplus property located at 1140 S 200th Street. My name is Josef Larsson and I represent Pedro Bucio who is the owner of Proline Marble and Granite which operates out of 1204 S 200th Street which is the parcel directly to the east of the surplus parcel in question.

I've had a partnership with Proline for over eight years and he has asked me to represent him and us to the city regarding the surplus purchase of this property.

Brief History

About five years ago or so, Pedro was approached by the city and told that the city was going to do major construction on the street and that there would be changes with the property but that he would have a chance to buy the property next door and that he would be looked upon favorably by the city since he was directly impacted by the sidewalks and the loss of the area in the front of the the 1204 property.

Ever since that time, we've had an interest in this property and especially after seeing how much street frontage space we lost after the construction.

I contacted the city first in March of 2020 and then in September 2020 and then in October of 2020 but was told that there were no current plans to sell. The correspondence is shown at this link and also in the appendix at the end of this proposal.

[1140 S 200th Correspondence](#)

In January of 2024, we reached out to the council meeting for public comment on the surplus sale. Here is that email that was read into the record on January 9th, 2024. It is also shown in the appendix at the end of this proposal.

[Comment for hearing on use of property at: 1140 South 200th Street](#)

This correspondence shows that we've had continued interest in this property for the last four years and reached out several different times to city officials to inquire about it.

Established Need

I don't know exactly where the streetline and property lines were prior to the construction. However, based on old pictures and what it looks like, here is a ballpark of what was lost:

1. Sidewalk ~6' 6"
2. Between Sidewalk and white line 6' 2"
3. Asphalted grated area at front of the house 10' 6"

As far as storage space and drivable space the loss is approximately 23 feet wide give or take a few feet depending on where the original street was after the widening. Prior to the construction, this area was able to be used for driving, parking, moving material by forklift, signage and storage of material. After the construction there is a steep grade and there are also two lamp posts with wide bases which also make it harder to park and to maneuver in the space with cars and forklifts.

Here is a picture for reference:



According to the King County Parcel Viewer, the 1204 parcel is almost exactly 100 feet across. So, depending on exactly where the old streetline was, it is safe to say that we lost somewhere between 1500 and 2300 square feet of usable space which is a significant amount (the entire lot area is listed as 11,635 sq ft) so it is safe to say that we lost somewhere between 10-20% of the lot space and it is critical space for parking and road frontage.

Because of these losses and the assurance of the city prior to the project, we feel that there is a real, provable and established need for us to be able to get this adjacent parcel at 1140 to help with the space that was lost due to construction. This was also what city officials mentioned when they discussed the process at the beginning with Pedro circa 2019.

Need for Dumpster

When we cut countertops, we end up having left over material that needs to be thrown out. Such material can be put on pallets or just put into a dumpster. The best way is a dumpster and which keeps the property frontage looking tidier. Here are some pictures for reference of the kinds of scraps that are generated and the dumpster:



If we are not able to have the dumpster then there would be many pallets of material sitting there which could be a hazard and also does not look as nice.

Prior to the construction, a dumpster would have fit in other locations but after the construction the only place where there is room is on the west side of the property bordering or even coming over on the 1140 parcel a bit. It is in our interest and also the city's for us to be able to have a dumpster there to avoid having to pile up scraps on the ground. This is another reason why we have a real need for the adjacent 1140 parcel.

Conclusion, Summary and Offer

We believe that it is in the best interest of the city to allow this property be bought by us for the reasons that have been stated above which are that we:

1. In good faith cooperated with all the construction, blockages and impediments to the property and business (over 1 year)
2. Suffered an impairment of property use and loss of physical space
3. Need the space for operating and storage of dumpster which keeps area looking nicer
4. The possibility of us being able to buy this parcel was told to us by city officials at the beginning of the project as an incentive for cooperation and as a recourse for the losses that we would incur as a result of the construction project.

So, in summary, we are paying taxes into the City of Seatac and the local areas in various ways and we cooperated with the road widening and now have a harder situation and now really need this parcel. We

believe that we were the most directly impacted by the construction project as has been outlined above and have the greatest need for this parcel.

We did not see any sales price mentioned in the flier other than mentioning the full \$297k value as a functioning house prior to the shrinking of the lot, construction, unhooking of utilities and the decay of the two structures over five years. So, it appears that the city has not requested an exact amount for the property but is instead looking for the best and most fair all around situation and sale where they will still be able to recoup some of the money they spent to buy the property from the previous owners. **With this and our current situation in mind that has been explained in this document, we would like to offer to buy this parcel for \$90,000 from the city in AS-IS condition as stipulated in the flier on whatever timeline the city deems appropriate.**

Please let me know if you have any questions or need to discuss any details or need any clarification or other information from us. We really hope that we can make this happen with you!

Thank you for your time, help and consideration in this matter.

Josef Larsson
joseflarsson@gmail.com
206-304-4752

Appendix:

Past Correspondence with City of Seatac

Wed, Jan 3, 9:49 AM

Good Morning Ingrid,

Thank you very much for this information!

Here is my information:

Phone: 206-304-4752

Mailing Address:

*Josef Larsson
PO Box 66382
Seattle, WA 98166-0382*

I've been Proline's business partner and Pedro Bucio (owner of Proline) has asked me to represent his interest in this matter.

Pedro said that before the city started the construction, he was assured by city representatives that he would be given priority to buy this parcel because of the proximity to his main parcel and because of the loss of usable space after the construction and the new sidewalks and other work was done.

It was difficult for Proline to work through the construction phase which lasted for more than a year and also to operate in the subsequent reduced space.

Do you know if there are any official records of these assurances to him and do you know if they would be given consideration in deciding what is ultimately done with the parcel?

Thank you so much for your help,

-Josef

On Wed, Jan 3, 2024 at 8:44 AM Ingrid Bulpin <ibulpin@seatacwa.gov> wrote:
Hello Josef, the Notice of Public Hearing is attached.
The hearing will be held next Tuesday January 9th, 2024.
I have also attached an information flier on the property.

Please send me your mailing address and I will add it to our list of notices to be sent out.

Regards,

Ingrid P. Bulpin, RWA
Real Property Analyst
City of SeaTac
206-973-4818 (office)
206-945-6563 (cell)

This communication may be subject to public disclosure laws of the State of Washington (RCW 42.56)

In office: Tuesday(8:30-5:00)/Wednesday and Friday mornings (8:30-12:30)

Teleworking: Monday/ Wednesday and Friday afternoons (1:00-5:00)

From: Josef Larsson <joseflarsson@gmail.com>
Sent: Tuesday, January 2, 2024 9:32 PM
To: Florendo Cabudol <FCabudol@seatacwa.gov>
Cc: Ingrid Bulpin <ibulpin@seatacwa.gov>
Subject: Re: [EXT] - Project property on 200th and Des Moines Memorial Drive

[NOTICE: This message originated outside of City of SeaTac -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Florendo and Ingrid,

Happy New Year to you both!

I heard that this property might be up for sale now. Could you give me an update on how this could potentially be bought?

Thank you for your time,

-Josef

On Wed, Oct 7, 2020, 17:22 Josef Larsson <joseflarsson@gmail.com> wrote:
Hi Florendo,

Thank you for that information. Is there a way that we can ensure that we are on that contact list in the case that you sell it?

Also is there any way that we could fill out a formal petition for this with the city. I think that we and our parcel have been affected the most by this recent project as far as land usability etc. and my understanding is that it was something that was mentioned by a city representative during the initial discussions and contracting of the project.

I appreciate your time and help.

Thank you,

-Josef

On Wed, Oct 7, 2020 at 3:42 PM Florendo Cabudol <FCabudol@seatacwa.gov> wrote:
Mr. Larsson,

My apologies in the delayed response. The City currently does not have any plans to sell the property. Should that change and the City decides to sell the property, the City will go through the surplus process which will include public notification (to you and any interested party) prior to Council action.

Thank you,

FLORENDO CABUDOL, P.E.

City Engineer

Public Works Department

o: 206.973.4740 c: 206.786.4791

This communication may be subject to public disclosure laws of the State of Washington (RCW 42.56).

From: Josef Larsson [mailto:joseflarsson@gmail.com]

Sent: Wednesday, September 16, 2020 5:49 PM

To: Florendo Cabudol <FCabudol@seatacwa.gov>

Cc: Ingrid Bulpin <ibulpin@seatacwa.gov>

Subject: Re: [EXT] - Project property on 200th and Des Moines Memorial Drive

Hi Florendo and Ingrid,

I hope you are both doing well. I wanted to followup with you on this property now that the construction on 200th and Des Moines Memorial Drive seems to be close to being done.

I'm partners with Proline Marble and Granite that is located near this construction site. We lost a significant amount of land for the shop and fabrication work as a result of this remodel. The construction project has been very long and at times disruptive and Proline has tried its best to make it as smooth as possible for the city. When city planners discussed this construction prior to the project starting, Pedro (owner of Proline Marble and Granite) was told that there would be a chance to buy the parcel next to him once this was done since he would be losing so much space and because the property next door would no longer be viable as a residential house. We really need this extra space if for nothing else parking because we lost a lot in front because of this project.

What would be a process that we could go through with the city to try to buy this land? The parcel in question is: 3917400320

Thank you so much for your time and help,

-Josef

On Tue, Mar 3, 2020 at 4:21 PM Florendo Cabudol <FCabudol@seatacwa.gov> wrote:

Mr. Larrison,

Thank you for reaching out. At this time, that City has no plans to sell the property. However, if in the future the City decides to sell the property, the City will go through the surplus process which will include public notification and Council action.

Florendo Cabudol Jr., P.E.

City Engineer, Public Works Department
City of SeaTac - 4800 S 188 St, SeaTac, WA 98188-8605
206.973.4740 | www.seatacwa.gov

This communication may be subject to public disclosure laws of the State of Washington (RCW.42.56).

From: Josef Larsson [mailto:joseflarsson@gmail.com]

Sent: Tuesday, March 3, 2020 2:17 PM

To: Florendo Cabudol <FCabudol@seatacwa.gov>

Subject: [EXT] - Project property on 200th and Des Moines Memorial Drive

Hi Florendo,

My name is Josef Larsson. I'm a partners of Proline Marble and Granite which operates on 200th street near the intersection with all the road work at 1204 200th Ave S, Seatac.

When Pedro, the principal at Proline, was approached by the city for this project and told that we would be losing a significant chunk of property because of the side walk, he was told by the city that we would have a chance to buy the small parcel next door to give us some more space for the business to make up for this lost space.

The parcel next door has parcel number 3917400320 and currently has a boarded up house.

I wanted to contact you to find out what the process us for being able to purchase this parcel.

I'm hoping that you will know or that you can direct this email to the appropriate contact.

Thanks for your help!

-Josef

Comment for hearing on use of property at: 1140 South 200th Street

Tue, Jan 9, 1:15 PM

Josef Larsson <joseflarsson@gmail.com>

to publiccomment, Ingrid

Good Evening,

My name is Josef Larsson and my purpose here is to provide public comment on the use and disposition of the property at 1140 South 200th Street, SeaTac WA for the council meeting on the evening of 1/9/2024.

I have a partnership with Proline Marble and Granite that operates out of the parcel directly the east of this parcel in question (1204 200th) and we have worked together out of this adjacent property for more than eight years. Pedro Bucio who is the owner of Proline Marble and Granite has asked me to present this on his/our behalf.

When the construction on 200th street commenced some years ago, Pedro was approached by city officials who informed him about the disruptions that would happen on the street and some of the changes due to the construction. He was told by city officials (as an incentive to cooperate with the city during the disruptions) that he would have an opportunity to buy the parcel at 1140 S 200th as well as the small section of road between this parcel and 1204 S 200th that he/we operate out of.

The construction and disruptions went on for quite some time and the business ended up losing more than twelve feet of usable space along the streetfront as a result of the sidewalk and other changes that were made to the grade.

The purpose of this comment is to remind the city about these assurances that were made and to make sure that this is honored in this process so that Proline and/or partner is able to buy this 1140 parcel and the section of road between it and 1204 S 200th.

Please feel free to reach out to me regarding any details about this.

Thank you for your time and help in this matter.

-Josef

Phone: 206-304-4752

Email: joseflarsson@gmail.com

CITY OF SEATAC
DISTRIBUTION SCHEDULE

Ord/Res No.: 24-001	Subject: declaring City-owned real property surplus to the needs of the City, and authorizing the City Manager to execute a purchase and sale agreement to sell the property
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 KMG Confirmation of Exhibits (See Agenda Bill 6344)

Date passed by City Council: 01/09/2024 **Date Published:** N/A **Date Effective:** 01/09/2024

COPIES OF EXECUTED DOCUMENT DISTRIBUTED AS FOLLOWS:

 N/A Date copy uploaded to CODE Publishing website (Ordinance Only) .pdf for all / .docx if changes code (https://user.codepublishing.com/users/sign_in)

 N/A Date copy emailed to Municipal Research (gnicas@mrsc.org) (35A.39.010)

 Agmt/Cont #: _____ file made _____ Signed _____

 N/A Bid/RFP/RFQ

 N/A Date mailed to: John Wilson, King County Assessor (zoning) (per RCW 36.70B.230)
Ordinances passed July 1 through June 30 are due to the Assessor by July 31.

 N/A Date uploaded to: Washington Department of Commerce - *Within 10 days after adoption*
secureaccess.wa.gov/myAccess/saw/select.do

 N/A INTERNAL email OnBase link to: Planning Department (zoning and Development Agreements)

 N/A INTERNAL email OnBase link to: GIS Analyst (Street Vacations, ROW acquisition)

 01/23/2024 INTERNAL email OnBase link to: Real Property Management Specialist (Street Vacations, ROW acquisition)

 N/A INTERNAL email OnBase link to: Budget Analyst (Budget / Fee Schedule)

 N/A Date mailed to: King County for recording (certified copy) / OR electronic recording
fully executed Agreement or Ord. upon effective date (Street Vacations & Ord. with instructions)
<http://www.kingcounty.gov/depts/records-licensing/recorders-office/recording-documents.aspx>
<https://recordsearch.kingcounty.gov/LandmarkWeb/Account/Logon>

 N/A Email recorded copy of Street Vacation Ordinances to the Assessor's Office ATTN: **Abstract**
Christie.Most@Kingcounty.gov and Nimpa.Gueco@kingcounty.gov

 01/23/2024 Date scanned into ONBASE

Other: _____

CERTIFIED COPIES PROVIDED AS FOLLOWS:

RESOLUTION NO. 24-001

A RESOLUTION of the City Council of the City of SeaTac, Washington, declaring City-owned real property surplus to the needs of the City, and authorizing the City Manager to execute a purchase and sale agreement to sell the property.

WHEREAS the City owns certain real property located at 1140 South 200th Street (King County Parcel Number 3917400320), which is also referred to as the “City Property”; and

WHEREAS the City Council has determined that it has no current or future need for the City Property, and the City Property is surplus to the City’s needs; and

WHEREAS, the City desires to seek proposals from interested parties and execute a purchase and sale agreement to buy the City Property; and

WHEREAS the City Council held a public hearing on January 9, 2024 to hear and consider public testimony prior to passing this Resolution.

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


1. The City Council hereby declares the City-owned real property located at 1140 South 200th Street (King County Parcel Number 3917400320) surplus to the needs of the City.
2. The City Manager is authorized to dispose of the City Property through a purchase and sale agreement based on the accepted buyer’s proposal and is further authorized to execute any documents required to effectuate the sale.

PASSED this 9th day of January, 2024 and signed in authentication thereof this 9th day of January, 2024.

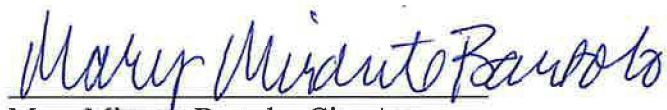
CITY OF SEATAC


Mohamed Egal, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[surplus real property and purchase and sale agreement]



September 6, 2023

DRAFT

XXXX
XXXXX
XXX

Re: Notice of Request for Proposal
Surplus Parcel 1140 So. 200th St

To Whom in May Concern,

You are receiving this letter because you are a local public agency, local Utility provider, abutting property owner, or have previously expressed an interest in the subject real property.

In accordance with the City of SeaTac procedures, this letter serves as a Notice of Request for Proposal (RFP) to purchase the property known as 1140 So. 200th St, SeaTac WA, King County Tax Parcel #391740-0320. The property is approximately 5,549 square feet and consists of 2 existing structures. The structures are not connected to public sanitary sewer. The property is in the city limits of SeaTac with frontage along So. 200th Street.

The property is being sold AS-IS. The city makes no assurance, representation, or warranty as to the developability or viability of the parcel. Attached are available details of the property.

Any offer less than the assessed value of \$123,000 will not be considered. If you are interested in presenting an offer of purchase, please email a proposal to the City Clerk's office, at cityclerk@seatacwa.gov no later than October 13th, 2023.

City staff will review all submitted offers, and accept or reject, by November 15th, 2023.

The City expects to enter final negotiations with the purchaser selected from the proposals submitted. The final terms of the Purchase and Sale agreement are subject to City Council approval. The City reserves the right to reject any and all responses and/or offers.

All submissions received are subject to the public disclosure laws of the State of Washington (RCW 42.56)

Regards,
Ingrid Bulpin
Real Property Analyst
City of SeaTac
(206) 973-4818 (office)
(206) 945-6563 (Mobile)

Property Information Sheet, SeaTac Public Works Division

Parcel Number: 391740-0320
Address: 1140 South 200th Street, SeaTac WA

DRAFT



Disclaimer

The following information is prepared by the City SeaTac Public Works Division and meant to provide interested parties with the best available information on the property or properties in question. This by no means acts as an assurance to any development or redevelopment potential for any properties, or the potential costs to do so. Any remaining questions should be pursued with an appropriate third-party professional, or listed utility district.

Improvements:

The parcel is improved with an unusable single-family home and Accessory Dwelling Unit which were built in 1950. The 1,420 square feet of improvements are no longer useable in the current state due to failed septic system. The appliances have been removed from the premises. Recent survey, attached.

Zoning

The property is zoned (I), Industrial. More info on Industrial standards and permitted uses can be found under [SeaTac Municipal Code 15.400.200](#) and [15.205.040](#).

Utilities & Access

The City of SeaTac is not a sewer or water utility provider. This parcel is served by the Midway Sewer District and Highline Water District. If interested in further details on sewer and water availability, please contact the following utility providers:

Midway Sewer District: 206.824.4960; Highline Water District: 206.824.0375

This parcel has direct access off South 200th Street.

If you have questions on uses and development, please contact the City of SeaTac Planning or Building Divisions at 206.973.4750



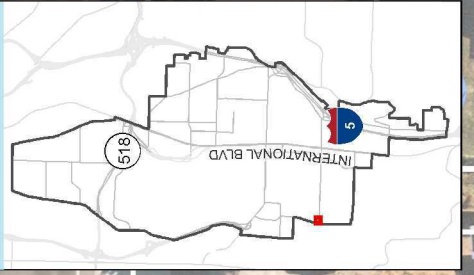
VICINITY MAP

Parcel Number: 391740-0320

Address 1140 South 200th Street, SeaTac WA



LOCATION IN SEATAC



Date Prepared: 1/4/2024
Source: City of SeaTac, King County, Nearmap (2023). Prepared by the City of SeaTac. All rights reserved. This product has been compiled from the best available data. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use. Not to be used for purposes of legal description or definition. Not a substitute for a professional survey.
\\.\Working\SEA-PublicWorks\Projects\20240104_SurplusProperty

Real Property:

_____ (address)

King County PIN _____

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made as of the date this instrument is fully executed by and between CITY OF SEATAC, A Washington municipal corporation ("Seller"), _____ ("Buyer"), for purchase and sale of that certain real property situated in King County, Washington, legally described on Exhibit A attached hereto (the "Property"), and all rights appurtenant thereto.

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: _____, SeaTac WA, 98188

(b) Located in: King County, Washington. Property Tax ID #: _____.

(c) The legal description is: As per Exhibit A.

(d) This agreement does not include any personal property or fixtures.

2. PURCHASE PRICE: The total purchase price for the Property is _____ Dollars (US \$ _____) ("Purchase Price"). The Purchase Price is payable at closing in cash.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before _____ (date), this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, the counteroffers' acceptance time shall be within 2 days after the day the counteroffer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counteroffer ("Effective Date").

4. CLOSING DATE:

(a) The sale will be closed in the office of the Closing Agent no later than _____ (date).

(b) Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents, and money necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" and "date of closing" means the date on which all appropriate documents are to be recorded and proceeds of the sale are available for disbursement to Seller. The Closing Agent shall be:

5. CLOSING COSTS: Seller will pay real estate excise taxes (if any are due) and real property taxes (if any are due) prorated through the date of closing. Buyer will pay the premium for its owner's title insurance policy. Seller and Buyer shall split equally the Closing Agent's escrow fees.

6. OCCUPANCY & POSSESSION: Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants, and future tenancies. Seller shall not be responsible for any items left on the Property. Buyer assumes all risks of loss to the Property from the date of Closing and shall be responsible and liable for maintenance from that date and shall have accepted the Property in its existing condition as of the time of Closing.

7. ASSIGNABILITY: Neither Seller nor Buyer can assign or be released from this Contract except as provided under paragraphs 9 (a) and (c).

8. TITLE:

(a) Deed: At closing, Seller will execute and deliver to Buyer a Bargain and Sale Deed, conveying good and marketable title to said Property free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable; any Permitted Exceptions to the Title Report (Exhibit B).

(b) Title Insurance: At closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions appearing in the policy form and any Permitted/Subordinated Exceptions.

9. CONTINGENCIES:

(a) Council Approval: The sale of the Property is subject to approval by the SeaTac City Council approving the sale of the Property. If such approval is not granted by _____ (date), Seller or Buyer may terminate this Agreement upon written notice to the other. Upon such termination, neither party shall have any further rights or obligations to the other hereunder.

(b) Right of Entry: On the day prior to the Closing Date, or on the a Date prior to the time of Closing, as specified by Buyer and scheduled in advance with Seller, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that Seller has maintained the Property as required by the terms of this AS-IS Agreement and has met all other contractual obligations.

(c) Risk of Loss: Seller will bear the risk of loss of or damage to the Property prior to closing. In the event of such loss or damage to the Property, Seller shall promptly notify Buyer thereof and Buyer may,

in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

10. SELLER'S REPRESENTATIONS, AND COVENANTS: Seller represents, and covenants to the Buyer at the date of execution of this Agreement and the date of closing that:

(a) Authority: Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations.

(b) No Leases: The Property is not subject to any leases, tenancies, or rights of persons in possession;

(c) Contamination: Seller, or employee/agent of Seller, does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property. Without limitation, the foregoing specifically excludes any warranties or representations with respect to the structural condition of the Property, the area of land being purchased, the existence or non-existence of any hazardous substances or underground storage tanks, or the actual or threatened release, deposit, seepage, migration or escape of hazardous substances, from or into the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term hazardous substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

(d) Fees and Commissions: No broker, finder, agent, or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transaction contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker's finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding with the Seller or any action taken by the Seller.

(e) Indemnification: Seller agrees to indemnify, defend, and hold harmless Buyer, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein.

11. BUYER'S REPRESENTATIONS: Buyer represents to the Seller at the date of execution of this Agreement and the date of closing that:

(a) Authority: Buyer, and the person(s) signing on behalf of Buyer, has full power and authority to execute this Agreement and perform Buyer's obligations, and if Buyer is a corporation, all necessary corporate action to authorize this transaction has been taken;

(b) Condition of Property: Buyer acknowledges that Seller has provided Buyer with copies of all reports in Seller’s possession that have been requested by Buyer. Upon waiver or satisfaction by Buyer of its contingencies pursuant to Section 9(b), Buyer will be deemed to have approved the physical condition of the Property and agrees to accept and purchase the same “AS IS, WHERE IS”, including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller’s representations and warranties in Section 10 of this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Property including without limitation those relating to hazardous substances, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.

(c) Fees and Commissions: Buyer shall pay for any broker's or other commissions or fees incurred by the Buyer in connection with the sale of the Property and Buyer shall indemnify and hold Seller harmless from all such claims for commission and/or fees.

(d) Indemnification: Buyer agrees to indemnify, defend, and hold harmless Seller, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein. Such duty of indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability, and common law.

12. NOTICES: Any notices required herein shall be given to the parties at the addresses listed below:

TO SELLER:

City of SeaTac
 4800 So. 188th St.
 SeaTac, WA 98188
 Attn: _____

TO BUYER:

 Attn: _____

13. WASTE; ALTERATION OF PROPERTY: Prior to closing Seller shall not commit waste on the Property, nor shall Seller remove trees or other vegetation, coal, minerals, or other valuable materials nor shall Seller substantially alter the surface or subsurface of the Property without the express written consent of Buyer.

14. ALTERATIONS TO THE PROPERTY AFTER SALE: Buyer agrees that if any alternation or improvement is to be made to the Property, such alteration and improvement must comply with all current codes and standards, including City of SeaTac’s Municipal Code and applicable standards based on permits granted by the City prior to commencing any work.

15. ENTIRE AGREEMENT: This is the entire agreement of the Buyer and Seller with respect to the Property and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Time is of the essence in this agreement.

16. SURVIVAL OF WARRANTIES: The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

Signed in duplicate original.

BUYER:

By: _____
Title: _____
Date: _____

SELLER:

CITY OF SEATAC,
a Washington municipal corporation

By: _____
Title: _____
Date: _____

EXHIBITS: **Exhibit A – Legal Description**
Exhibit B – Permitted Exceptions in Title Report

**EXHIBIT A
TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

LEGAL DESCRIPTION

Insert legal description

EXAMPLE
KING COUNTY PIN _____

**EXHIBIT B
TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

PERMITTED EXCEPTIONS

**CITY OF SEATAC
PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN that the City of SeaTac City Council will conduct a public hearing on Tuesday, January 9, 2024, at 6:00 P.M. or soon thereafter for the purpose of considering:

**THE PROPOSED SURPLUS AND SALE OF REAL PROPERTY AT
1140 SOUTH 200TH STREET**

**All interested persons are invited to provide comments
on the above issue (see instructions below).**

HYBRID MEETING: This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live streamed on the City's website www.seatacwa.gov/seatvlive.

PUBLIC HEARING COMMENTS: The City Council will hear in-person public comments and is also providing remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Providing written comments and registering for oral comments must be done by 2 p.m. the day of the meeting. Registration is required for remote comments and encouraged for in-person comments. Any requests to speak or provide written public comments which are not submitted following the instructions provided or by the deadline will not be included as part of the record. Instructions for providing comments are located at the following link:

<https://www.seatacwa.gov/government/city-council/council-meeting-information/council-meetings-hybrid-meetings-and-public-participation>.

Dates of publication in the Seattle Times: Tuesdays, December 26, 2023 and January 2, 2024



SeaTac City Council

Request for Council Action

Agenda Bill #: 6344

Council consideration: A Resolution authorizing the surplus of real property at 1140 South 200th Street that was originally acquired to facilitate construction of the South 200th Street and Des Moines Memorial Drive South Intersection project (PW CIP ST-065) and to execute a purchase and sale agreement to sell the property.

Date Action Requested: RCM: 01/09/24

Review Dates: T&PW: 11/06/23

Prepared By: Florendo Cabudol, City Engineer

Amount: \$125,000

Budgeted?: No

Applicable Fund Name: Streets Fund (#102)

ANALYSIS: The property located at 1140 South 200th Street was acquired, in its entirety, as part of the Des Moines Memorial Drive South and South 200th Street Intersection project (ST-065). The property was acquired due to the additional right-of-way (ROW) area needed to construct the project. The impact of the construction left the remaining property unusable because there was insufficient space to construct a new septic system (the existing septic system was compromised by the project). Therefore, the entire property was acquired, and the residents relocated to a different home.

With the project complete, staff entered a process to sell the property. The first step was to assess the value of the property and determine that there was no near-term or long-term use for the City. Following this step, a public hearing was scheduled for the January 9, 2024, Regular Council meeting to formally surplus and authorize executing a purchase and sale agreement for the property (see attached Resolution).

Next, outreach will be made to nearby local public agencies, utility providers, abutting property owners, and parties who have expressed interest in purchasing the property (see Draft Notice). A Request for Proposal (RFP) will be requested from interested parties with a minimum offer of \$123,000 (King County Assessed Value). After a proposal is accepted, a purchase and sale agreement (sample agreement attached) will be executed between the City and the buyer.

BUDGET SIGNIFICANCE: The purchase of this property used Transportation Capital Improvement Program funds (#307) which originated from the Streets Fund (#102); therefore, a separate revenue account will be created in the Street Fund to receive the proceeds (\$125,000) from this sale.

COMMITTEE REVIEW(S) AND RECOMMENDATION(S): At the November 6, 2023, Special Transportation and Public Works Committee meeting, the Committee voted to move the item forward to the full Council as an action item, with a recommendation to approve.

ALTERNATIVE(S): Do not pass the Resolution and provide direction to staff.

ATTACHMENTS:

Resolution

Notice of Property Sale

Attachment to Notice of Property Sale

Map

Purchase and Sale Agreement



January 22, 2024

XXXX
XXXXX
XXX

Re: Notice of Request for Proposal
Surplus Parcel 1140 So. 200th St

To Whom in May Concern,

You are receiving this letter because you are a local public agency, local Utility provider, abutting property owner within 200 feet, or have previously expressed an interest in the subject real property.

In accordance with the City of SeaTac Resolution #24-001 the above stated property is surplus to the needs of the City. This letter serves as a Notice of Request for Proposal (RFP) to purchase the property known as 1140 So. 200th St, SeaTac WA, King County Tax Parcel #391740-0320. The property is approximately 5,549 square feet and consists of 2 existing structures. The structures are not connected to public sanitary sewer. The property is in the city limits of SeaTac with a frontage along So. 200th Street.

The property is being sold AS-IS. The city makes no assurance, representation, or warranty as to the developability or viability of the parcel. Attached are available details of the property.

Any offer less than the assessed value of \$123,000 will not be considered. If you are interested in presenting an offer of purchase, please email a proposal to the City Clerk's office, at cityclerk@seatacwa.gov no later than February 16th, 2024.

City staff will review all submitted offers, and accept or reject them, by March 2nd 2024.

The City expects to enter final negotiations with the purchaser selected from the proposals submitted. The final terms of the Purchase and Sale agreement are subject to City Council approval. The City reserves the right to reject any and all responses and/or offers.

All submissions received are subject to the public disclosure laws of the State of Washington (RCW 42.56)

Regards,
Ingrid Bulpin
Real Property Analyst
City of SeaTac
(206) 973-4818 (office)
(206) 945-6563 (Mobile)

Property Information Sheet, SeaTac Public Works Division

Parcel Number: 391740-0320
Address: 1140 South 200th Street, SeaTac WA

DRAFT



Disclaimer

The following information is prepared by the City SeaTac Public Works Division and meant to provide interested parties with the best available information on the property or properties in question. This by no means acts as an assurance to any development or redevelopment potential for any properties, or the potential costs to do so. Any remaining questions should be pursued with an appropriate third-party professional, or listed utility district.

Improvements:

The parcel is improved with an unusable single-family home and Accessory Dwelling Unit which were built in 1950. The 1,420 square feet of improvements are no longer useable in the current state due to failed septic system. The appliances have been removed from the premises. Recent survey, attached.

Zoning

The property is zoned (I), Industrial. More info on Industrial standards and permitted uses can be found under [SeaTac Municipal Code 15.400.200](#) and [15.205.040](#).

Utilities & Access

The City of SeaTac is not a sewer or water utility provider. This parcel is served by the Midway Sewer District and Highline Water District. If interested in further details on sewer and water availability, please contact the following utility providers:

Midway Sewer District: 206.824.4960; Highline Water District: 206.824.0375

This parcel has direct access off South 200th Street.

If you have questions on uses and development, please contact the City of SeaTac Planning or Building Divisions at 206.973.4750



SeaTac City Council

Request for Council Action

Agenda Bill #: 6393

Council consideration: An Ordinance authorizing the City Manager to execute a contract with JLL, Inc., for owner’s representative services for a new civic campus and amending the 2023-2024 Biennial Budget to provide project funding.

Date Action Requested: RCM: 3/26/24

Review Dates: CSS: 08/08/2023, RCM 09/12/2023, A&F 03/07/2024

Prepared By: Will Appleton, Public Works Director

Amount: \$178,420

Budgeted?: No

Applicable Fund Name: Facility Construction CIP Fund (#306): \$47,100; General Fund (#001): \$128,820; Municipal Capital Improvements Fund (#301): \$2,500

ANALYSIS:

An evaluation of City Hall in 2021 by ARC Architects identified more than \$74 million in necessary upgrades to major systems and seismic retrofitting of the 44-year-old building. In August 2022, the Council expressed support for proceeding with development of a new City Hall instead of renovating the existing building. At that same Council Study Session, some Councilmembers expressed a preference for a Civic Campus including a City Hall but no formal action was taken. Subsequently, the City Council approved a \$300,000 decision card for the 2023-2024 Biennial Budget to fund a study to define the cost, process, and options for a new Civic Campus inclusive of a City Hall. At the August 8, 2023 Council Study Session, Council directed the City Manager to bring forward a Resolution to pursue a Civic Campus with City Hall. The Resolution, adopted September 12, 2023, included key activities to progress the project:

1. Begin the process of selection of a site;
2. Publish a request to find an owner’s representative for the project; and
3. Recruit a limited-term special capital projects manager on staff.

Staff published a Request for Qualifications for the owner’s representative during the fall of 2023. The owner's representative is a consultant or consultant team with expertise in site acquisition, due diligence, and construction from concept to completion. After a month-long proposal period, five firms responded to the City’s RFQ. A senior leadership selection team (City Manager, Public Works Director, Finance Director) chose to interview three of those firms and recommended awarding a contract to JLL, Inc for owner's representative services. The contract is for phase one of this work, which includes Vision and Project Management Setup, Definition & Program, Development & Analysis of Implementation Alternatives and Recommendations, and Next Steps. These elements are more thoroughly described in the scope of work attached to the contract. The cost for completing phase one is \$347,100 with an additional \$47,100 requested (out of the Facility Construction CIP Fund)

The job description for the limited-term special capital projects manager position has been finalized and will be advertised following funding of the position. The position will be an exempt position with a term of five to seven years (dependent on project timeline). Funding this position for the balance of 2024 will cost \$128,820 in salary/benefits and miscellaneous equipment (out of General Fund) plus \$2,500 for a laptop (out of Municipal Capital Improvement Fund). The project manager will report to the City Manager and, when not managing the civic campus, will be available to assist with other Parks & Recreation Department / Facilities Division projects.

There are numerous steps to follow for this multi-year development project; however, the combination of authorizing a contract for an owner's representative and hiring a limited-term project manager will launch the project forward on target for completion in 2028.

BUDGET SIGNIFICANCE: As part of the 2023-2024 biennial budget, \$300,000 was authorized for beginning the SeaTac Civic Center Project. The phase one contract with JLL will cost \$347,100; therefore, an additional \$47,100 is needed (Fund #306). Also, funding of the limited-term capital project manager position in 2024 will cost \$131,320 (\$128,820 in salary/benefits and miscellaneous equipment (Fund #001) and \$2,500 for a laptop (Fund #301). Total additional funding required is \$178,420. The attached Ordinance amends the 2023-2024 biennial budget to provide this funding from the appropriate cost centers.

COMMITTEE REVIEW(S) AND RECOMMENDATION(S): This item was brought before the Administration and Finance Committee on March 7, 2024. The Committee voted to forward this item to the March 29th RCM action agenda with a recommendation for approval.

ALTERNATIVE(S): Do not approve the Ordinance and provide direction to staff.

ATTACHMENTS:

- Ordinance
- Contract
- Consultant Proposal
- Presentation

ORDINANCE NO. _____

An ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute a contract with JLL, Inc to provide owner’s representative services associated with the SeaTac Civic Center project and amending the 2023-2024 biennial budget.

WHEREAS in 2020, the City contracted with ARC Architects to evaluate the long-term viability and suitability of the existing City Hall and the Maintenance Facility with the goal of serving the community for the next 40 years; and

WHEREAS in 2021, ARC Architects delivered the results of these evaluations to City staff; and

WHEREAS in 2021, the Administration and Finance Committee reviewed the architect’s preliminary recommendations for City Hall and the Maintenance Facility to improve safety and replace aging and inadequate systems; and

WHEREAS in an August 2022 Council Study Session, the Council reviewed the options for City Hall including the option to construct a Civic Campus inclusive of a new City Hall (“Civic Campus”); and

WHEREAS, the 2023-2024 Biennial Budget included three hundred thousand dollars (\$300,000) to perform a feasibility study for a Civic Campus; and

WHEREAS, the City Council recognize the value of pursuing a Civic Campus to provide community benefits to include increasing accessibility from collocating similar community and municipal services, providing community open space, creating civic meeting spaces, and creating opportunities to develop mixed use buildings, including potential commercial and retail uses in addition to municipal and community-based services; and

WHEREAS, the scope and expertise necessary to pursue a Civic Campus will require the creation of a Limited-term Project Manager position and the services of a consulting firm to function as Owner’s Representative; and

WHEREAS, Resolution 23-007 adopted September 12, 2023, authorized the City Manager to site, design and construct a Civic Campus and in support of this effort create a Limited-term Special Capital Project Manager position and select a consultant to act the owner’s representative;

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

Section 1. The City Manager is authorized to execute a contract with JLL, Inc. in the amount of \$347,100 for owner’s representative services associated with the SeaTac Civic Campus Project for Phase 1.

Section 2. The 2023-2024 Biennial Budget shall be amended to increase expenditures in the Facility Construction CIP Fund (#306) by \$47,100, General Fund (#001) by \$128,820 and the Municipal Capital Improvements Fund (#301) by \$2,500 to fully fund Project expenditures.

Section 3. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this ____ day of _____, 2024, and signed in authentication thereof on this ____ day of _____, 2024.

CITY OF SEATAC

Mohamed Egal, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to form:

Mary E. Mirante Bartolo, City Attorney

[Effective Date: _____]

**CONSULTANT CONTRACT
BETWEEN THE CITY OF SEATAC AND JLL, Inc.**

THIS AGREEMENT is made and entered into on this ____ day of April, 2024, by and between the CITY OF SEATAC, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and Jones Lang LaSalle IP, Inc. (JLL), hereinafter referred to as the “Consultant,” and hereinafter referred to collectively as the “Parties.” The City hereby agrees to retain the Consultant, as an independent contractor, and the Consultant hereby agrees to serve the City pursuant to this Agreement.

1. Scope of Services.

The Consultant agrees to perform in a good and professional manner the tasks described on Exhibit “A” attached hereto and incorporated herein by this reference. (The tasks described on Exhibit “A” shall be individually referred to as a “task,” and collectively referred to as the “services.”) The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

2. Additional Services.

From time-to-time hereafter, the Parties hereto may agree to the performance (by the Consultant) of additional services with respect to related work or projects. Any such agreements shall be set forth in writing and shall be executed by the Parties prior to the Consultant’s performance of the services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an amendment (Consultant Contract Amendment), such amendment shall be incorporated into this Contract and shall have the same force and effect as if the terms of such amendment were a part of this Contract as originally executed. The performance of services pursuant to an amendment shall be subject to the terms and conditions of this Contract except where the amendment provides to the contrary, in which case the terms and conditions of any such amendment shall control. In all other respects, any amendment shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. Performance of Additional Services Prior to Execution of an Amendment.

The Parties hereby agree that situations may arise in which services other than those described on Exhibit “A” are desired by the City and the time period for the completion of such services makes the execution of amendment impractical prior to the commencement of the Consultant’s performance of the requested services. The Consultant hereby agrees that it shall perform such services upon the oral request of an authorized representative of the City pending execution of an amendment, at a rate of compensation to be agreed upon by the Parties. The invoice procedure for any such additional services shall be described in Section 7 of this Agreement.

4. Consultant’s Representations.

The Consultant hereby represents and warrants that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.

5. City's Responsibilities.

The City shall do the following in a timely manner so as not to delay the services of the Consultant:

- A. Designate in writing a person to act as the City's representative with respect to the services. The City's designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.
- B. Furnish the Consultant with all information, criteria, objectives, schedules and standards for the project and the services provided for herein.
- C. Arrange for access to the property or facilities as required for the Consultant to perform the services provided for herein.
- D. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of performance of the services.

6. Acceptable Standards.

The Consultant shall be responsible to provide, in connection with the services contemplated in this Agreement, work product and services of a quality and professional standard acceptable to the City.

7. Compensation.

As compensation for the Consultant's performance of the services provided for herein, the City shall pay the Consultant the fees and costs specified on Exhibit "B" attached hereto and incorporated herein by this reference, or as specified in an addendum. The Consultant shall submit to the City an invoice or statement of time spent on tasks included in the scope of work provided herein, and the City shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement and shall remit payment to the Consultant thereafter in the normal course, subject to any conditions or provisions in this Agreement or addendum.

8. Time for Performance and Term of Contract.

The Consultant shall perform the services provided for herein in accordance with the direction and schedule provided on Exhibit "C" attached hereto and incorporated herein by this reference, unless otherwise agreed to in writing by the Parties. The Term of this Agreement shall commence on the date hereof, or, on the ____ day of April, 2024, and shall terminate upon completion of the performance of the scope of work provided herein, according to the schedule provided on Exhibit "C", unless otherwise agreed to in writing by the Parties.

9. Ownership and Use of Documents.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of its performance of this Agreement (“Work Product”) shall be owned by and become the property of the City, and may be used by the City for any purpose beneficial to the City.

10. Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.

11. Public Records.

The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Consultant in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of SeaTac. Consultant agrees to cooperate fully in satisfying the City’s duties and obligations under the Public Records Act.

12. Continuation of Performance.

In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

13. Administration of Contract.

This Agreement shall be administered by _____, on behalf of the Consultant, and by the City Manager of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF SEATAC:

City of SeaTac
Attn.: Gwen Voelpel
4800 S. 188th Street
SeaTac, WA 98188
Telephone: (206) 973-4816
Email: gvoelpel@seatacwa.gov

JLL, Inc.:

Consultant
Attn.: _____

Telephone: _____
Email: _____

14. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or

deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

Any party may change its address by giving notice in writing, stating its new address, to any other party, all pursuant to the procedure set forth in this Section of the Agreement.

15. Indemnification.

The Consultant shall indemnify and hold harmless the City and its elected and appointed officers, officials, employees, volunteers and agents, 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 the negligent acts or omissions of the Consultant, its officers, employees, agents, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its elected and appointed officers, officials, employees, volunteers, agents and/or any of them, or jointly against the City and the Consultant and their respective officers, employees, agents, or any of them, the Consultant shall satisfy the same to the extent that such judgment was due to the Consultant's negligent acts or omissions.

16. Insurance.

The Consultant shall be responsible for maintaining, during the term of this Agreement, and, at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Contractor shall take out and maintain in full force and effect the following insurance policies:

The minimum insurance types and limits are as follows:

COMMERCIAL GENERAL LIABILITY-Comprehensive Form

\$1,000,000 per occurrence liability/\$2,000,000 annual aggregate, coverage to include Premise and Operations Liability

Blanket Contractual

Product and Completed Operations Liability

Stop Gap Liability - \$1,000,000/\$1,000,000/\$1,000,000

AUTOMOBILE LIABILITY

\$1,000,000 per accident bodily injury and property damage liability, including any owned, hired or non-owned automobile

ERRORS AND OMISSIONS

\$1,000,000 per occurrence liability

PROFESSIONAL LIABILITY, ERRORS & OMISSIONS

\$1,000,000 per occurrence, and in the aggregate

WORKER'S COMPENSATION

Employees of Consultant and subcontractors are to be insured under Washington State Industrial Insurance.

The above policy limits may be obtained through the use of excess liability (umbrella) insurance. Consultant must obtain a Certificate of Insurance that complies with the requirements above, which must be approved by the City's Risk Management division.

Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of this Agreement.

17. Assignment.

Neither party to this Agreement shall assign any right or obligation hereunder, in whole, or, in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

18. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid, or, of any effect, unless made in writing, signed by the party or Parties to be bound, or such party's or Parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not affect or impair any right arising from any subsequent default.

Nothing herein shall limit the remedies or rights of the Parties hereto under and pursuant to this Agreement.

19. Termination and Suspension.

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

The City may terminate this Agreement not less than seven (7) days written notice to the Consultant, if the services provided for herein are no longer needed from the Consultant, and/or if the legislative body of the City does not appropriate funds in the City budget to pay for such services.

If this Agreement is terminated through no fault of the Consultant, the Consultant shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit "B" hereof.

20. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties hereto and their respective successors and assigns, provided that this Section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties hereto and it does not create a contractual relationship with or exist for the benefit of any third-party, including contractors, subcontractors and their sureties.

21. Costs to Prevailing Party.

In the event of such litigation or other legal action, to enforce any rights, responsibilities or obligations under this Agreement, the prevailing Parties shall be entitled to receive its reasonable attorneys' fees and costs.

22. Applicable Law.

This Agreement and the rights of the Parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in the county in Washington State in which the property or project is located, and, if not site specific, then in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion of the services by the Consultant.

23. Captions, Headings and Titles.

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraphs or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neutral expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the Parties.

24. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is deemed illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

25. Entire Contract.

This Agreement contains the entire understanding of the Parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

26. Counterparts.

This Contract may be executed in multiple counterparts, each of which shall be one and the same Contract and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other party.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed effective the day and year first set forth above.

CITY OF SEATAC:

JLL, Inc.:

By:
Printed Name: Carl C. Cole
Its: City Manager
Date:

By:
Printed Name:
Its:
Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:
Printed Name: Cindy Corsilles
Its: Senior Assistant City Attorney

By:
Printed Name:
Its:

Exhibit A

Phase 1 Scope

Detailed Scope of Services for Development Management

Phase 1a- Project Initiation

Master Visioning

Lead project visioning session with the City to define project success criteria and to gain a clear understanding of the project, inclusive of urban impact, community development, DEI, sustainability, employee recruitment & retention, customer experience, etc.. This session will outline project goals in terms of contract, program, cost, schedule and any other specific requirements that are of importance to the City.

Assemble the development charter to include intent, project goals, target budget, target completion date, operational and schedule drivers, key stakeholders (end users, community, AHJs, utility companies, etc.) and roles and responsibilities of the core team.

Define goals and metrics of success for the project.

Project Management Setup

Define communication protocols to memorialize efficient paths of communication as the project team grows.

Assemble a comprehensive set of rules for engagement between the project team and all external entities (AHJ, local utilities, environmental governance, etc.).

Develop a running risk and constraint tracking mechanism to communicate all real and potential issues to the team and manage team accountability throughout the course of design and entitlements.

Phase 1b – Definition

Procurement of Consulting Partners

Lead and facilitate the procurement of a community outreach/communications firm that fits with the criteria and goals set up by the City (such a firm's fees are not included in the cost proposal from JLL)

Lead facilitate the procurement of other third-party partners required for programming and massing a future City Hall at various potential sites (such firms' fees are not included in the cost proposal from JLL)

Selection will occur in collaboration with the City

Precedence Analysis

Identification of other projects that should serve as concept sources for this one; community-centric City Halls and civic centers, urban impact and new downtowns, transit-oriented considerations, etc.

Development Management Scope of Services Overview7 | © 2022 Jones Lang LaSalle IP, Inc. All rights reserved.

Detailed Scope of Services for Development Management

Phase 1c – Definition (continued)

Due Diligence of Potential Sites

Analysis of the three sites currently being considered by the City, identification of possible additional candidates, including considerations like:

Anticipated price

Ease/likelihood of transaction

Transaction structures

Zoning/entitlements; seismic or soils considerations

Urban redevelopment goals

Site size and ability to accommodate City program

Environmental & social considerations

Review any available site/project specific documentation such as, but not limited to: graphics/photographs; appraisals and tax information; documents of title noting how the property is held, any restrictions on its use, and a title report, existing traffic analyses or reports, environmental impact reports, other environmental compliance documentation, neighborhood information, and proximate site descriptions and details/issues.

Review existing, if any, development agreements, issued or pending encumbrances, compliance or violation documents, litigation related to the sites or notices received.

Coordinate all related engineering reports including seismic assessments, geotechnical, civil and environmental reports.

Develop comparative data matrix of sites for ongoing use and decision-making.

•Workplace Strategy & Program Definition

Define program of future facility based on current and future needs of the City. This will leverage JLL's workplace specialists to work directly with City staff and leadership to craft a custom program for the City, optimizing space projections for a broad variety of space types based on how the City operates. Use data analysis, leadership & stakeholder interviews, analysis of departmental workflows and function, analysis of City growth history, existing work program

Development of workspace alternatives (types of spaces & square footages), anticipated future needs, and rationale

Determine technical requirements for each "type" of space within the program in collaboration with the design team and City.

•Financial Framework & Risk

Review anticipated financial plans with City leadership

Workshop on project risk, risk transfer, and public-private partnership alternatives

Development Management Scope of Services Overview⁸ | © 2022 Jones Lang LaSalle IP, Inc. All rights reserved.

Detailed Scope of Services for Development Management

Phase 1d - Alternatives Development & Analysis

Alternatives Development

Develop a variety of City Hall alternatives for the City's consideration, each addressing the overall defined space need for City operations, as well as other critical factors. To do this, in collaboration with the City, JLL will: Massing studies on each of the potential sites (2-3 tests for 3-5 sites), with a focus on the most ideal layout

Estimate high-level development costs (and any potential offsetting revenues) for up to 5 of the most promising alternatives

Using the development costs and other financial factors identified, JLL will test project performance under up to 3 financing alternatives identified as most relevant to the City Hall project. Assemble initial proforma estimates to align with massing, entitlement requirements, and the current schedule for each site. This estimate should include conservative but realistic information related to the market conditions for all phases of the development and should align with the project goals.

Develop a strategic plan for community engagement, identifying local initiatives and communication forums to maintain a positive perception of the project. Implement a kick-off of community engagement activities.

Alternatives Analysis

Analyze with City staff a representative range of implementation alternatives for the City Hall project to: Identify and prioritize the potential relocation sites worth pursuing acquisition negotiations

Understand overall cost implications to the City on an upfront and net-present-value (“NPV”) life-cycle basis

Identify and evaluate performance of various other factors influential to city decision-makers, such as resident access, urban development impacts, etc.

Create a side-by-side comparative matrix outlining performance of the various alternatives across all key factors

JLL will collaborate with community engagement consulting partners in generating materials and communications as necessary for initial community engagement activities at this time, as well as participate in various sessions to ensure initial community feedback is integrated into project thinking at the onset

Development Management Scope of Services Overview

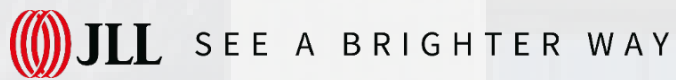
Phase 1e - Combined Recommendation and Next Steps

Based on all factors to date, JLL will present to staff (and Council if appropriate) a draft recommendation with a clear rationale—financial and non-financial considerations.

Executive brief for public presentation on recommendation, methodology, alternatives, and rationale; public access to all relevant (and non-private) data and background work on the project

Recommended next steps, as appropriate: Site acquisition update/next steps; project master milestone schedule for review and approval by the project leadership team; Prepare a detailed options assessment report including site viability, site constraints, risks, target budget, target completion date, operational and schedule drivers

Presentation to Council and/or key stakeholders



Proposal for

SeaTac Civic Campus

Development Management

February 2, 2024

Project Understanding



We look forward to bringing your ideas and vision to life by collaborating closely with you to understand the City of SeaTac’s needs and goals, then lead the implementation of the right solution and deliver an outcome that exceeds expectations. Our partnership with the City of SeaTac extends beyond just a project - we see it as the beginning of a long-term relationship.

We understand that the initial vision for the project is a new civic campus development in SeaTac, Washington. The project is currently kicking off the pre-development and site acquisition phase of the project and the City of SeaTac is seeking a real estate partner to guide you through the initial phases of the project focused on defining the direction and clear financial & stakeholder strategy for the project. Development management services will be provided for the development of the SeaTac civic campus in future phases. While the final sequencing and phasing of the project are yet to be determined, we are prepared to adapt and customize our services to meet the unique needs of the City of SeaTac and your community.

The following pages represents the breadth of services provided by JLL for the initial phases of our engagement as well as future phases– we look forward to tailoring these services to better support the needs of the City of SeaTac and your community.

Working together as a cohesive team, we will collaboratively define the overall program for the campus and conduct a thorough analysis of the potential site options considered by the City of SeaTac. Our commitment is to deliver a comprehensive program, a detailed project road map, and a thorough site options analysis that will enable the City of SeaTac to acquire the most suitable site and initiate the development of this impactful project.



The best people, committed.

It is the quality of our people that makes the difference—the best people provide the best service and create the most **innovative, cost-effective** solutions. Each of our team members share a common culture and are driven by providing an unparalleled experience to the City of SeaTac. Because this team can access the resources of JLL’s global service platform, you will also have the opportunity to integrate knowledge of timely trends, new technology, infrastructure efficiencies, sustainable practices and other real estate initiatives gleaned from the firm’s transaction, management, analytic, capital markets, valuation and investment activities.

Below is our proposed project team, including individual roles and responsibilities related to this project.



Sarah Thorson
Project Executive
Team Lead



James Birkey
Senior Vice President
Public Real Estate Specialist



Brenda Baxter
Senior Project Manager
Project Lead, Client
Contact



Krista Shirley
Senior Associate
Public Institutions,
Public Finance & Outreach

JLL emphasizes and embodies the role of your trusted partner and as the project leader. We define effective leadership on a project as the ability to successfully create an enhanced environment that promotes teamwork between all of the project stakeholders with an emphasis on community outreach.. This approach is founded upon clear and timely communication, accountability for meeting responsibilities and an attitude focused on client service and community engagement.

We will constantly collaborate with you and the entire team to make sure all activities are designed and executed to meet your goals and objectives. Your participation and honest feedback will enable us to quickly adapt and implement the right solution each step of the way. With a truly integrated team, our philosophy is to create team ownership of the project outcome.

Our overall approach organizes the project into the following phases:

Phase 0 – Project Initiation & Visioning

Phase 1a – Program & Definition

Phase 1b– Alternatives Development & Analysis

Phase 1c – Combined Recommendation & Next Steps

Future phases to be determined and informed based on work above (not yet priced):

Phase 2 – Acquisition Transaction Management & Project Bond Planning

Phase 3 – Entitlement

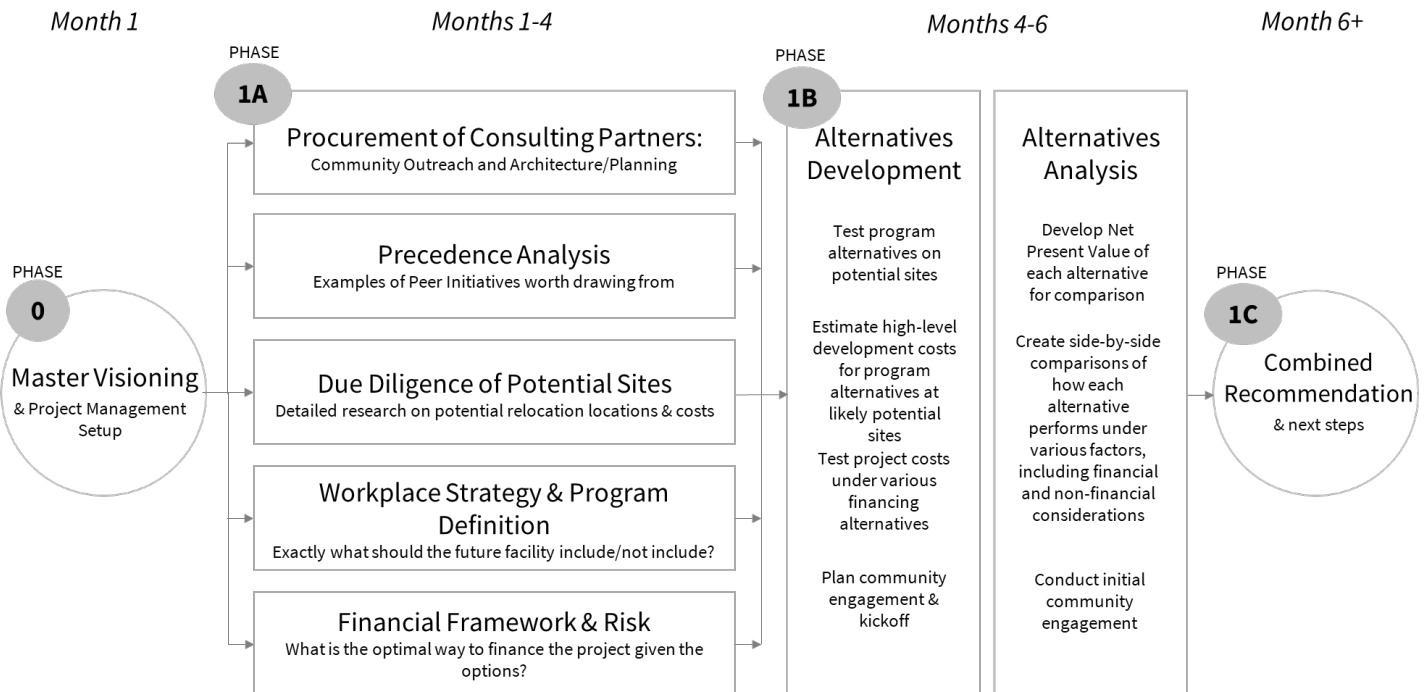
Phase 4 – Design

Phase 5 – Construction / Close

On the following page is an overview of scope and deliverables included in each phase of the predevelopment / development phases.

Below is an overview of the 5-phases of the SeaTac Civic Campus Development and highlighted tasks within each phase. On the following pages, we will outline our scope of work in greater detail.

Phases 0 & 1: Project Initiation, Analysis, & Implementation Recommendation



Future Phases (not included in this cost proposal)

Phase 2: Acquisition Support & Project Bond Planning

JLL's capital markets and brokerage professionals will guide the City in acquiring the selected site, negotiating on behalf of the City to ensure quality. If needed, JLL can assist with disposition of the existing building. If a bond issuance is required, JLL will assist communications professionals and the City's municipal advisor with the necessary materials and information.

Phase 3: Entitlement

Depending on the property, the project, and the City's preferred process, JLL will assist the City's team through the approvals process, ensuring all detailed requirements are woven into the project.

Phase 4: Design

If the City conducts a delivery method in which it would directly hire an A/E team, JLL would manage architect, interior designer and engineering programming process as entitlement approval evolves into the design phase. We will align contracts and design elements to ensure cost certainty, managing payments and approvals on the City's behalf.

Phase 5: Construction / Close

Working as the City's representative, JLL's dedicated specialists will monitor the builder's activities & progress, utilizing a Target Value Design approach. Detailed review and management of costs, processes, scheduling, and payments will be the day-to-day responsibility of JLL until project close out and move in is complete.

Detailed Scope of Services for Development Management

Phase 0 -- Project Initiation

Master Visioning

- Lead project visioning session with the City to define project success criteria and to gain a clear understanding of the project, inclusive of urban impact, community development, DEI, sustainability, employee recruitment & retention, customer experience, etc.. This session will outline project goals in terms of contract, program, cost, schedule and any other specific requirements that are of importance to the City.
- Assemble the development charter to include intent, project goals, target budget, target completion date, operational and schedule drivers, key stakeholders (end users, community, AHJs, utility companies, etc.) and roles and responsibilities of the core team.
- Define goals and metrics of success for the project.

Project Management Setup

- Define communication protocols to memorialize efficient paths of communication as the project team grows.
- Assemble a comprehensive set of rules for engagement between the project team and all external entities (AHJ, local utilities, environmental governance, etc.).
- Develop a running risk and constraint tracking mechanism to communicate all real and potential issues to the team and manage team accountability throughout the course of design and entitlements.

Phase 1a – Definition

• Procurement of Consulting Partners

- Lead and facilitate the procurement of a community outreach/communications firm that fits with the criteria and goals set up by the City (such a firm's fees are not included in the cost proposal from JLL)
- Lead facilitate the procurement of other third-party partners required for programming and massing a future City Hall at various potential sites (such firms' fees are not included in the cost proposal from JLL)
- Selection will occur in collaboration with the City

• Precedence Analysis

- Identification of other projects that should serve as concept sources for this one; community-centric City Halls and civic centers, urban impact and new downtowns, transit-oriented considerations, etc.

Detailed Scope of Services for Development Management

Phase 1a – Definition (continued)

• **Due Diligence of Potential Sites**

- Analysis of the three sites currently being considered by the City, identification of possible additional candidates, including considerations like:
 - Anticipated price
 - Ease/likelihood of transaction
 - Transaction structures
 - Zoning/entitlements; seismic or soils considerations
 - Urban redevelopment goals
 - Site size and ability to accommodate City program
 - Environmental & social considerations
- Review any available site/project specific documentation such as, but not limited to: graphics/photographs; appraisals and tax information; documents of title noting how the property is held, any restrictions on its use, and a title report, existing traffic analyses or reports, environmental impact reports, other environmental compliance documentation, neighborhood information, and proximate site descriptions and details/issues.
- Review existing, if any, development agreements, issued or pending encumbrances, compliance or violation documents, litigation related to the sites or notices received.
- Coordinate all related engineering reports including seismic assessments, geotechnical, civil and environmental reports.
- Develop comparative data matrix of sites for ongoing use and decision-making.

• **Workplace Strategy & Program Definition**

- Define program of future facility based on current and future needs of the City. This will leverage JLL's workplace specialists to work directly with City staff and leadership to craft a custom program for the City, optimizing space projections for a broad variety of space types based on how the City operates.
 - Use data analysis, leadership & stakeholder interviews, analysis of departmental workflows and function, analysis of City growth history, existing work program
 - Development of workspace alternatives (types of spaces & square footages), anticipated future needs, and rationale
- Determine technical requirements for each "type" of space within the program in collaboration with the design team and City.

• **Financial Framework & Risk**

- Review anticipated financial plans with City leadership
- Workshop on project risk, risk transfer, and public-private partnership alternatives

Detailed Scope of Services for Development Management

Phase 1b - Alternatives Development & Analysis

Alternatives Development

- Develop a variety of City Hall alternatives for the City’s consideration, each addressing the overall defined space need for City operations, as well as other critical factors. To do this, in collaboration with the City, JLL will:
 - Massing studies on each of the potential sites (2-3 tests for 3-5 sites), with a focus on the most ideal layout
 - Estimate high-level development costs (and any potential offsetting revenues) for up to 5 of the most promising alternatives
- Using the development costs and other financial factors identified, JLL will test project performance under up to 3 financing alternatives identified as most relevant to the City Hall project.
 - Assemble initial proforma estimates to align with massing, entitlement requirements, and the current schedule for each site. This estimate should include conservative but realistic information related to the market conditions for all phases of the development and should align with the project goals.
 - Develop a strategic plan for community engagement, identifying local initiatives and communication forums to maintain a positive perception of the project. Implement a kick-off of community engagement activities.

Alternatives Analysis

- Analyze with City staff a representative range of implementation alternatives for the City Hall project to:
 - Identify and prioritize the potential relocation sites worth pursuing acquisition negotiations
 - Understand overall cost implications to the City on an upfront and net-present-value (“NPV”) life-cycle basis
 - Identify and evaluate performance of various other factors influential to city decision-makers, such as resident access, urban development impacts, etc.
- Create a side-by-side comparative matrix outlining performance of the various alternatives across all key factors
- JLL will collaborate with community engagement consulting partners in generating materials and communications as necessary for initial community engagement activities at this time, as well as participate in various sessions to ensure initial community feedback is integrated into project thinking at the onset

Phase 1c - Combined Recommendation and Next Steps

- Based on all factors to date, JLL will present to staff (and Council if appropriate) a draft recommendation with a clear rationale—financial and non-financial considerations.
- Executive brief for public presentation on recommendation, methodology, alternatives, and rationale; public access to all relevant (and non-private) data and background work on the project
- Recommended next steps, as appropriate: Site acquisition update/next steps; project master milestone schedule for review and approval by the project leadership team; Prepare a detailed options assessment report including site viability, site constraints, risks, target budget, target completion date, operational and schedule drivers
- Presentation to Council and/or key stakeholders

Detailed Scope of Services for Development Management

The following phases are described based on what is currently anticipated to be a likely path for the project, though certainly a broad variety of potential paths will be at the fingertips of the City at the end of Phase 1. Depending on the City's preferred alternative specified at the conclusion of Phase 1, the following phases may take on many forms (for example, renovate vs relocate, design/build versus 'design-bid-build' versus 'design-build-operate-maintain' (DBOFM) delivery). Contemplated here is one such scenario, assuming 'design-bid-build' traditionally bond-financed project delivery, at a new site and with substantial community engagement.

Phase 2 – Transaction Support & Project Bond Planning - *not yet included in priced scope*

Transaction Support JLL's deeply experienced capital markets and brokerage professionals will guide the City in acquiring the selected site, negotiating on behalf of the City to ensure quality.

- JLL will lead transaction, inclusive of all required transaction documents
- Negotiation strategy, supporting documentation, and discussions
- Ongoing communication with relevant stakeholders, including the City and other market actors
- If needed, JLL can assist with disposition of the existing building, including development of marketing materials, market engagement, bid management, negotiation, and transaction management.

Project Bond Planning

- If a bond issuance is required, JLL will assist in strategy on communications on the bond relative to property negotiations
- Collaborate with communications professionals and the City's municipal advisor with the necessary materials and information.
 - Project rationale (business case, community benefits, etc.)
 - As appropriate, information on property negotiations
 - Timeline and cost information

Phase 3. Entitle – *not yet included in priced scope*

- Track deliverables and progress toward all agreed upon milestones during the pre-development and entitlement phases.
- Lead the development of project concepts related to land use, massing, and zoning compliance. Confirm current zoning makeup of the site and outline an entitlement and/or plan review strategy with participation from the local municipality.
- Research and highlight all coordination with adjacent properties to include traffic studies, easements, and utility connections.
- Oversee the Validation Study – This study will align the budget to the project scope and schedule. This will confirm that the project design is affordable, and will set expectations for all design and construction team members as the project progresses.
- Prepare request for proposal and solicit proposals from any remaining consultants. Examine the political impact of the project to the City and outline mitigations for impacts as they arise throughout the evolution of the entitlement and permitting process.
- Coordinate compliance with codes and regulations related to: structure, façade, ingress and egress, core elements, systems, loading, sustainability, building operation, accessibility, system integration, and sound (acoustic transmission, vibration isolation, attenuation), support areas and systems (waste water, venting, draining, sewer, storm drains, domestic heating/cooling water systems, HVAC, electrical and power systems/distribution, backup/emergency power, fire and life safety systems, security access systems, telecommunications and distribution), parking, landscaping, traffic, vehicle and pedestrian flow, and dwelling areas.
- Create a master project schedule for any developed scenarios including a budget and risk report.
- Understand market, construction, and entitlement/permitting risks and incorporate into a risk management plan.
- Establish reporting tools and maintain updates throughout the lifecycle of the development and construction of the project.

Phase 4. Design – *not yet included in priced scope*

- Manage architect, interior designer and engineering programming process as entitlement approval evolves into the design phase.
- Prepare a project cash flow to align with the development budget and in alignment with the development schedule.
- Qualify, solicit proposals from, interview and negotiate preconstruction agreement with general contractor.
- Issue and/or monitor requests for information to architects, engineers and consultants involved in the design and construction process, and continually advise Owner of potential issues affecting the project budget, scope or schedule.
- Review contractor and vendor invoices in accordance with established project procedures and recommend for payment.
- Issue monthly project anticipated cost reports, including compliance with the approved target budget. Leverage tools such as choosing by advantage, design decision matrices, set based design, and rapid improvement workshops to manage scope evolution, innovations, and to manage omissions as a team.
- Define all project deliverables to be delivered during SD, DD and CD phases of design progression with a design review schedule and conditions of satisfaction for design completion.
- Assemble a procurement strategy and schedule for long-lead items.
- Develop and manage RFP process for FFE and OSE procurement agent.
- Oversee the coordination of right-of-way permits and all other aspects of the site logistics plan with the general contractor and the AHJ's.
- Create specification guidelines and ensure that the evolution of the project specifications is in alignment with the basis of design.
- Work with the design team to produce the first draft of technical performance specifications.
- Solicit input from Owner and agree upon final bid list for early trade partners (design build & design assist trade contractors).
- Oversee the receipt, review, and qualification of proposals – summarize a detailed bid analysis for final recommendations.
- Lead the design review and constructability review process on a regular basis to ensure that the evolution of the project design follows the project goals.
- Support the development of a strategic plan toward community engagement, identifying local initiatives and communication forums to maintain a positive perception of the project.
- Update pro-forma estimates to align the approved validation study and the evolution of design.
- Track deliverables and progress toward all agreed upon milestones during the pre-development and early design phases.
- Track all team proposals for design revisions (value addition, value engineering, system substitution, and innovations) and present options to the team and project ownership for final direction.
- Update development budget based upon completion of each design milestone. Manage team priorities for appropriate management of all budget overages and surpluses.
- Oversee the preparation of, and application for, building permits. This process should align with both the local building department's review process and the general contractors procurement schedule.
- Review all setback requirements for variance requirements; and ensure compliance with code and planning regulations.
- Research and summarize permitting process. Begin a collaborative relationship with the local fire marshal and building department. Understand what meetings are required by the local building department and incorporate them as milestones in the development schedule.
- Manage the coordination and applications for upgrades to utilities at the new building.
- Arrange, award, and oversee agreements with all required 3rd party testing and inspection agencies to be contracted directly with Owner.

Phase 5. Construct – *not yet included in priced scope*

- Coordinate information from and between Owner and project team members as it relates to critical project priorities, design decisions, budgeting and quality control.
- Check and adjust the hard cost and soft cost budgets against the pro forma model on a monthly basis.
- Provide input to constructability, methods and materials analysis, and budgetary decisions in conjunction with Owner and in alignment with the basis of design.
- Manage the evolution of the construction documents (drawings and specifications) through the construction phase. This includes setting a clear directive for how documents will be managed and updated whether revisions are made by the city, Owner, design team, or construction team.
- Oversee continuous design review for code compliance, quality and constructability.
- Management of Target Value Design decision tracking and continuous updates to the project budget.
- Oversee the general contractor in preparation of the final GMP budget. Advise the Owner on the best cadence for GMP assembly to obtain cost certainty and schedule efficiency.
- Publish a procurement and contracting plan for engagement of the remaining key project team members.
- Coordinate means and methods, logistics, phasing and sequencing with general contractor and other team members.
- Oversee and coordinate the continuous update of the project schedule incorporating design, construction, procurement, and permitting milestones through tools such as: CPM, 3 and 6-week look ahead, and pull scheduling, and the last planner system.
- Oversee the accounting process from vendor pay applications and invoices to the sign off and payment through the Owner's accounting system.
- Coordinate the procurement, delivery, and installation of all owner provided elements, whether contractor installed or not.
- Monitor and report on Contractor performance in terms of EH&S (environmental, health, and safety).
- Monitor and report on the quality control and quality assurance program initiated by the general contractor in collaboration with the design team. This program should begin with the review of specifications and end with a completed punch list.
- Manage the relationship and engagement of the project team with key scopes external to the project construction team. These scopes include, but are not limited to, third party inspections, building inspections, utility connections and design, and any other unique requirements applicable to this municipality.
- Review and manage all real and potential change orders, cost events, add service requests, and anything else that could effect the forecasted cost.
- Monitor construction schedule updates and report any major risks to the overall critical path of development with the Owner. Schedule updates and alignment should be made on a monthly basis, if not more frequent.
- Consult on site as to avoid construction conflicts; mediate and solve construction conflicts that do occur.
- Manage the process of monthly reporting of all success metrics outlined in the project charter. The metrics are summarized as follows:

- | | |
|--|---|
| <ul style="list-style-type: none">• Budget & Cost• Document Control• Contract Management• Schedule Management• Design Management• QA/QC Program• Permit Management | <ul style="list-style-type: none">• Project Stats (Including progress photos)• Accounting• EH&S• Project risks & mitigations• Best practices & lessons learned. |
|--|---|

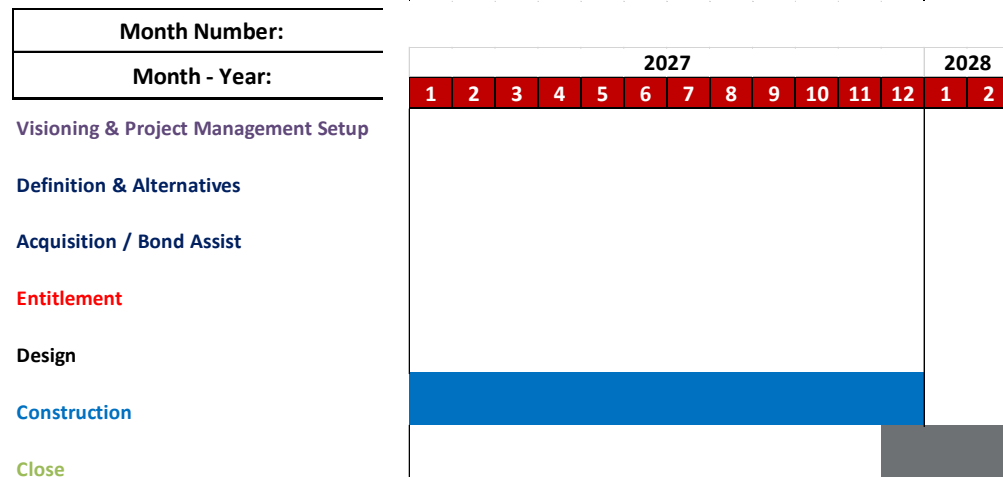
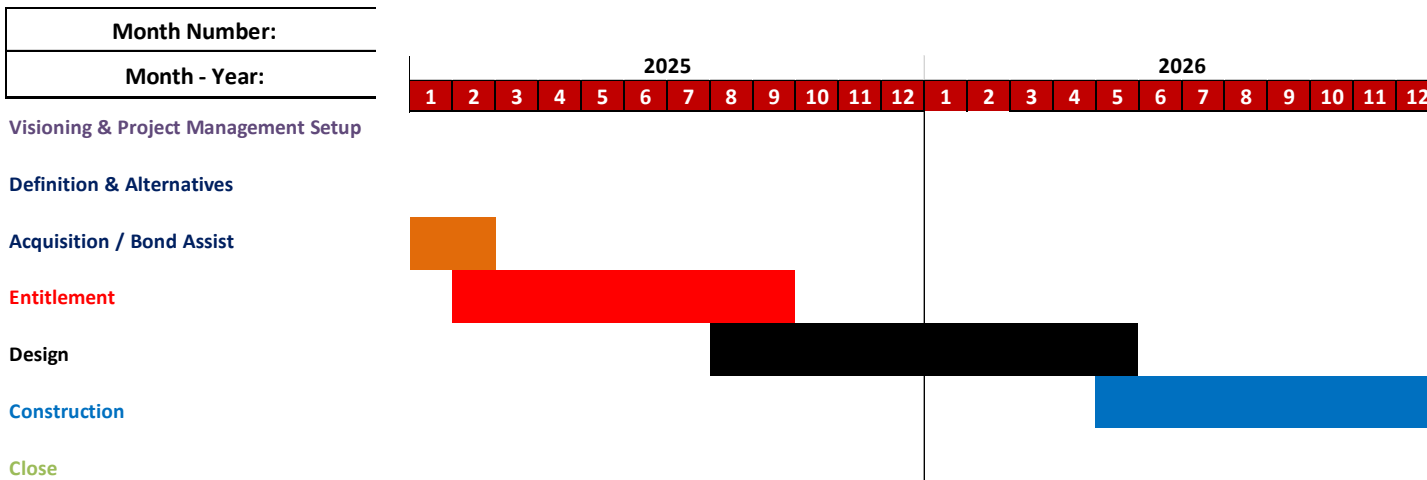
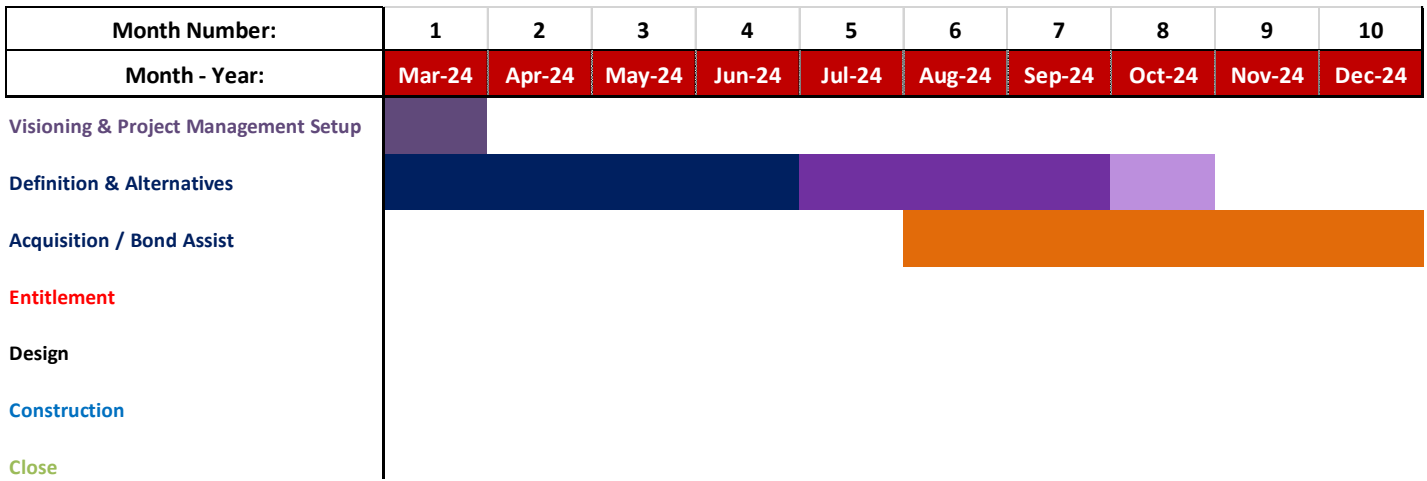
- Coordinate and recommend approval of the final site logistics plan as prepared by the general contractor.
- Oversee and approve the system for tracking permits and inspections throughout construction.
- Negotiate agreements for construction team members not previously engaged during design or entitlement phases.
- Release contractor contracts and vendor agreements subject to Owner approval.
- Administer the process and mechanism of project budget control, cost control, and accounting to align with the goals set forth in the proforma and the project charter.
- Approve and manage the process of document control on the project. This shall include, but not be limited to the RFI process, submittal process, and the regular update of the permit drawing set as it evolves into the “as-built” set of drawings and specifications.
- Administer and manage the organization and filing system for all contracts, purchase orders and contract modifications.
- Manage the overall development schedule and ensure that the design schedule and construction schedule are in alignment with the Owners required milestones.
- Manage the design team through the construction and closeout phase.
- Establish a holistic QA/QC program in partnership with the general contractor and architect to set expectations and communication of non-conformance during all phases of construction.
- Establish and administer project filing structure, communications procedure, and approval hierarchy.
- Oversee and review on a regular basis the accounting procedure of the project. Specifically, JLL will monitor the timely approval of monthly pay applications and subsequent release of funds to contractors and consultants. Finally, JLL will manage the cumulative summary of conditional and unconditional lien releases.
- Monitor, receive, analyze, and advice on regular reporting from the general contractor on the state of the project with relation to environment and sustainability as well as health and safety.
- Manage project risks from the perspective of the success of the overall development. This shall coincide and have applicable alignment with the review of risks and constraints with the design and construction teams.
- Manage a running tracking mechanism of best practices and lessons learned for review by the Owner and project team.

Close – not yet included in priced scope

- Manage the completion of punch list and assembly of the substantial completion letter.
- Review and process final payments and lien release documentation.
- Manage contract close-out including the organization of final contract modifications.
- Provide the Owner with a complete closeout package, which includes all information pertaining to the project. i.e. as-built drawings, user manuals, guarantees, lien releases, commissioning reports, and training documentation. JLL will provide the details of this list for Owner approval during the construction phase.
- Manage all training of building systems with Owner.
- Organize and collect all building permits, final inspection documentation, and all project certificates of occupancy.
- Review and process final payments and lien release documentation from all project team, specifically those of contractors and sub-tier contractors.
- Analyze all warranties contained within the closeout package to affirm that no scopes of work are missing and that there is duration alignment with the project specifications.
- Provide a best practices and lessons learned summary from the project to Ownership.
- Facilitate a structured review of the original project goals with the project leadership team to ensure that all project goals were met.
- Update and publish the final project cost to the Owner for their record.

Estimated Project Schedule

We have developed the below schedule for a high-level overview of the potential project duration. However, there are significant number of variables that can impact milestones and timelines, and this schedule should be used only as a reference point.



Estimated Schedule for Phases 0 and 1

We have developed the below schedule for the first two phases of work. There are activities within the phases that will overlap or run concurrently; and each phase will result in a distinct deliverable for the City of SeaTac.

Upon project initiation, JLL will begin with a team visioning session, followed by site research and due diligence.

Phase 0: Visioning & Project Management Setup		
Activities		
Visioning and Project Management Setup	1 st Month	
Approximate timeline	3-4 weeks	March 2024

Phase 1A: Definition		
Activities		
Procurement of Consulting Partners	2 months	
Precedence Analysis	1-2 months	
Due Diligence of Potential Sites	4 months	
Workplace Strategy & Program Definition	months	
Financial Framework & Risk	1-2 months	
Approximate timeline	4 months	March 2024 thru June 2024

Phase 1B: Analysis		
Activities		
Alternatives Development	1-2 months	
Alternatives Analysis	1-2 months	
Approximate timeline	3 months	July 2024 thru September 2024

Phase 1C: Recommendation & Next Steps		
Activities		
Development & Socialization of Material	1 month	
Council Presentation	-	
Approximate timeline	1 month	September or October 2024

A communications and stakeholder engagement plan would be developed and begun implementation throughout the activities of Phase 1.



Proposed fee & costs

The resources JLL expects to utilize for SeaTac’s Civic Campus predevelopment phases are centered around the collective experience, proven processes and expertise of our firm’s real estate professionals. Compensation for these services is therefore based on the total estimated time investment of this team of professionals.

For the performance of the services required to complete SeaTac’s predevelopment phases of this project, JLL anticipates the following time commitment and associated fee schedule. Should the Project scope of services or the anticipated schedule change, JLL will adjust our fee accordingly.

Fee Summary		
Phases	Weeks	Total Cost
0 – Vision & Project Management Setup	3 - 4	30,000
1A – Definition & Program	16 - 18	162,000
1B – Development & Analysis of Implementation Alternatives	12 - 14	94,000
1C – Recommendations & Next Steps	2 - 4	41,600
GRAND TOTAL:		\$327,600
		<i>Per Month (7 months)</i> \$46,800

Reimbursable expenses

Reimbursable expenses for JLL on this project phase are not anticipated to exceed **\$19,500**. Expenses may include transportation, parking, messenger service, or postage. Expenses will be invoiced at cost with no markups.

Third Party Consultant Fees Excluded

Third party consultants are excluded from this proposal, but the following consultants’ may be required for Phase 0 & 1:

- Land Use Attorney
- Geotechnical Engineer
- Civil Engineer
- Environmental Consultant
- Architect
- General Contractor

Exclusions

The following expense items are excluded from this proposal:

- Premiums for Errors & Omissions insurance
- Legal Fees
- JLL serving as an Expert Witness
- Fees for non-JLL proprietary technologies
- Fee to support project when work is on “hold”

Additional Fees

Services requested by client not included in the scope of services described by JLL as applicable for this project earlier in this proposal, shall be billed in accordance with the following hourly rateschedule:

**Modification of team and/or other “consultant” arrangement may require hourly fees to be amended*

Title	2024 Hourly Rates
Sr. Vice President	\$395
Sr. Associate	\$325
Vice President	\$300
Sr. Project Manager	\$215
Project Manager	\$195

Sarah Thorson

Project Executive
Sarah.Thorson@jll.com

James Birkey

Sr. Vice President
James.Birkey@jll.com

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Civic Campus Owner's Representative Contract

Council
March 26, 2024



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

Request Council to approve an Ordinance authorizing the City Manager to execute a consultant contract with JLL, Inc for Phase 1 of the SeaTac Civic Campus Project and amend the 2023-2024 biennial budget to provide additional project funding.

IMPORTANCE OF THIS TOPIC

- A Resolution adopted by Council on September 12, 2023, provided authorization for the City Manager to:
 - 1. Pursue the siting, design, and development of a new Civic Campus;**
 - 2. Employ a limited-term Project Manager; and**
 - 3. Engage a consultant to act as the City's contracted Owner's Representative.**
- Consultant selection is complete, we are ready to move the project forward and additional funding is required to do so.



A&F COMMITTEE RECOMMENDATION

Approve the subject Ordinance authorizing the City Manager to execute a consultant contract with JLL, Inc for Phase 1 of the SeaTac Civic Campus Project and amend the 2023-2024 biennial budget to provide additional project funding.



COUNCIL REVIEW TO DATE

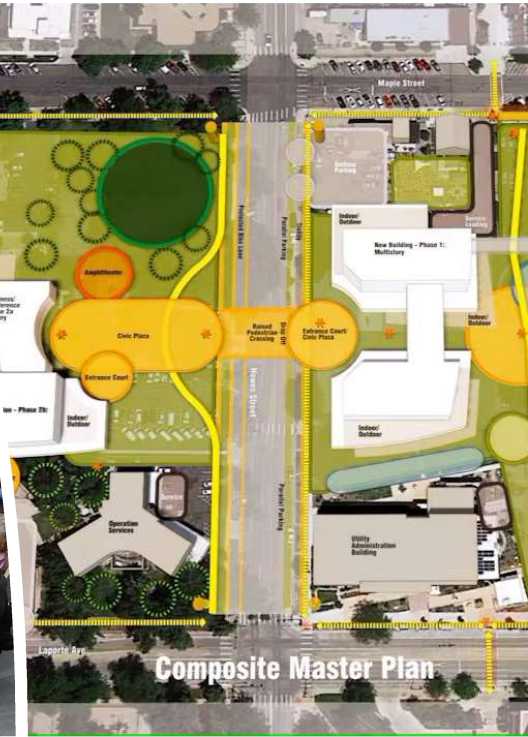
- RCM ● July 14, 2020, Council approval of contract with ARC Architects.
- A+F ● July 8, 2021, Administration & Finance Committee review of preliminary recommendations for City Hall and Maintenance Facility.
- CSS ● March 8, 2022, Council Study Session (CSS) for review of preliminary recommendations and request approval to hire architect to continue work on Maintenance Facility.
- CSS ● August 9, 2022, CSS discussion on the future of City Hall with direction to pursue new build.
- RCM ● Late 2023, Decision Card for New City Hall Feasibility Analysis approved as part of the 2023-2024 Biennial Budget process.
- CSS ● August 8, 2023, CSS discussion of Civic Campus, Project Manager and Owner's Representative.
- RCM ● September 12, 2023, RCM resolution to memorialize Civic Campus decision.
- A+F ● March 7, 2024, Administration & Finance Committee authorization of contract with JLL to act as owner's representative and approval of additional project funding.



WHAT IS A CIVIC CAMPUS?

Any combination of the following: City Hall +

- ✓ Community-based organizations (ReWA, Chamber of Commerce, other non-profit organizations)
- ✓ Open space, parks, plaza, pools, recreation, community center
- ✓ Community event space (farmers' market, music, celebrations)
- ✓ Public-private tenants or partnerships
- ✓ Mixed-use buildings – commercial and residential
- ✓ Other municipal buildings (court, police, community centers)
- ✓ Businesses – grocery, shops, medical clinics
- ✓ Other government services – office space, outward facing services
- ✓ Easily accessible to the community



2023 RESOLUTION

Civic Campus Model

- Co-locate services: City Hall & complementary services (Chamber, ReWA, etc.)
- Pride of place
- Gathering place for the community
- Government investment in the community
- Easy access to government and community services in one central location
- Welcoming environment for our community (farmer's market, community meeting space, pick up a permit)



OWNER'S REPRESENTATIVE SELECTION

JLL, Inc. has been selected as our owner's representative.

- Represents the City's interests throughout all project phases—from inception, planning and design to construction, completion and closeout;
- Phase 1 Contract will include: Vision and Project Management Setup, Definition & Program, Development & Analysis of Implementation Alternatives and Recommendations and Next Steps.
- Firm/Fixed Contract - \$327,600
- Travel Allowance - \$19,500 NTE
- Phase 1 Schedule – 8-months (April – November)

Future Phases

- Phase 2 – Transaction Support & Project Financing (Begins in Summer of 2024)
- Phase 3 – Entitlement (2025)
- Phase 4 – Design (2025-2026)
- Phase 5 – Construction/Close-out (2026 – 2027)



LIMITED TERM SPECIAL CAPITAL PROJECTS MANAGER

- Limited-term employee/paid salary (full-time availability) non-represented;
- Has expertise in project management of planning and constructing capital facilities ;
- Acts as the main channel for gathering City requirements and reporting out to Council and community;
- Five-to seven-year term;
- Allocates additional time to Parks & Recreation/Facilities Division projects;
- Salary/benefits/Equipment (2024): \$131,320
- Reports to: City Manager



PROPOSED ORDINANCE

Authorizes the City Manager to Enter into a contract with JLL, Inc providing owner's representative services.

Amends the 2023-2024 budget to increase project funding levels by \$178,420.00 to fully fund the Phase 1 contract with JLL and provide funding for the limited term capital projects manager position for the balance of 2024.



REQUESTED COUNCIL ACTION

Approval of the subject Ordinance.



QUESTIONS?





SeaTac City Council

Request for Council Action

Agenda Bill #: 6332

Council consideration: A Motion directing staff to engage in further evaluation of the Bullpen property for possible acquisition or other future action by the City Council.

Date Action Requested: RCM: 03/26/2024

Review Dates: CSS: 03/12/2024

Prepared By: Evan Maxim, Community & Economic Development Director

Amount: N/A

Budgeted?: No

Applicable Fund Name: N/A

ANALYSIS: The City of SeaTac staff continue to work with the property owner of a property located at 20001 International Boulevard; this property is generally referred to as the "Bullpen" property. The property owner has shared that they intend to sell the property with staff, and Economic Development staff have worked with the property owner and local developers to facilitate several possible projects. Unfortunately, staff have also understood that the property may be contaminated, and the cost of cleaning up the contamination has prevented the sale and re-development of the Bullpen property to date.

The Bullpen property is located in the Urban Center and within the Angle Lake subarea. The property currently contains three buildings and associated parking. Two of the buildings are entirely vacant. The third building is partially occupied by a retail business. All three buildings are in poor condition and may discourage investment and new development in the Angle Lake subarea. The SeaTac Comprehensive Plan and Angle Lake subarea plan support the development of the Bullpen property as either multifamily, mixed-use development, or another type of transit-oriented development.

Consistent with the City Council's adopted Strategic Real Estate Plan, staff has completed an initial assessment of possibly acquiring the Bullpen to advance a variety of policy objectives contained in the SeaTac Comprehensive Plan and Angle Lake subarea, which is attached to this Agenda Bill. Based upon this preliminary review, staff recommends proceeding with further site investigation to inform a future City Council action (e.g., possible acquisition of the Bullpen property). It is likely that further site investigation will require an expenditure by the City to conduct an environmental assessment to determine the extent of pollution and the cost of clean-up. If the City Council authorizes further investigation, staff will scope out and prepare a budget amendment for City Council action.

BUDGET SIGNIFICANCE: None at present. If the City Council directs staff to proceed with evaluating the Bullpen property, it is likely that a future expenditure will require authorization by the City Council.

COMMITTEE REVIEW(S) AND RECOMMENDATION(S): None.

ALTERNATIVE(S): Direct staff to halt further investigation of this site for possible acquisition. Staff will continue to work with the property owner and possible private development partners to encourage redevelopment of the subject site.

ATTACHMENTS: Real Estate Analysis



MEMORANDUM COMMUNITY & ECONOMIC DEVELOPMENT

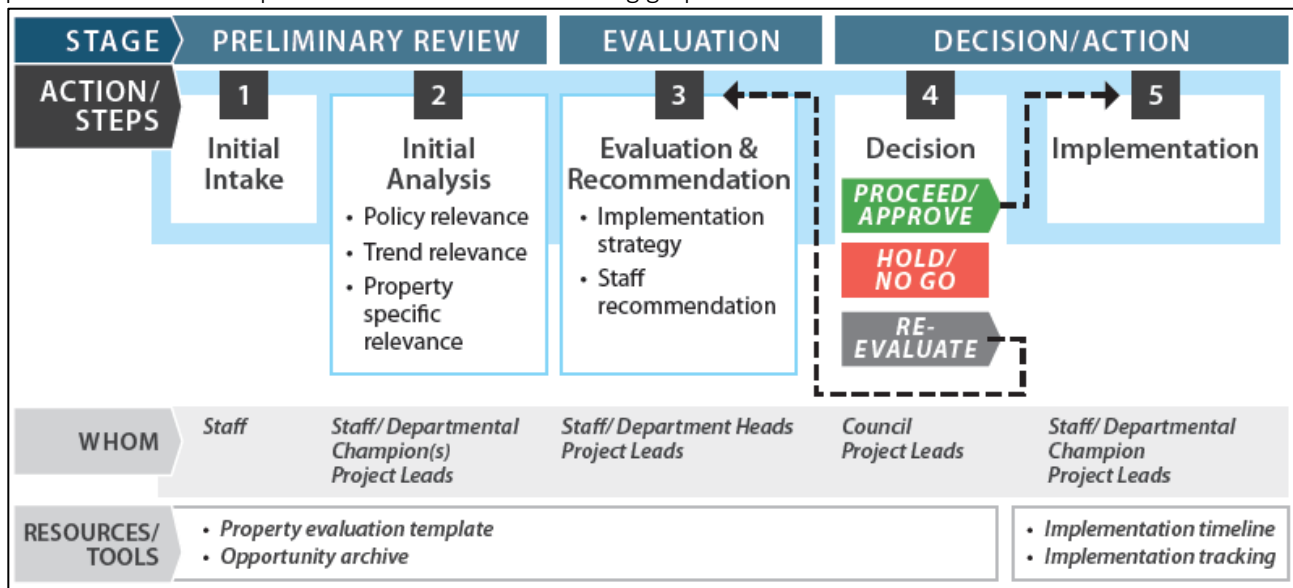
Date: 2/27/2024
 To: City Council
 Carl Cole, City Manager
 From: Evan Maxim, Director of Community & Economic Development
 Subject: Bullpen Property: Initial Strategic Real Estate Plan analysis

Summary

The purpose of this memo is to provide the City Council with the information necessary to evaluate an opportunity for SeaTac to acquire a property located at 20001 International Boulevard (the “Bullpen” property). Based upon the analysis below, staff recommend that the City Council pass a motion authorizing further research and investigation to evaluate this property for possible City acquisition or other action by the City Council.

The Bullpen property is in the “district center” of the Angle Lake Station area. Staff understands that the site may be contaminated, which has prevented re-development of the site to date. The Bullpen property presents an opportunity for the City to advance three policy objectives on behalf of the SeaTac community: 1) removing hazardous / toxic chemicals from the site; 2) support the redevelopment of an under-developed and visually problematic site; and 3) advance several community goals through the strategic disposition of the property following acquisition. There is strong support for these three policy objectives in the SeaTac Comprehensive Plan and the Angle Lake Subarea plan.

In March 2022, the City Council passed Resolution No. 22-06, adopting the City of SeaTac Strategic Real Estate Plan (SREP, attached). The SREP establishes a standard methodology for the City Council to ensure that property acquisition and disposition decisions are based on established City Council policy objectives. The SREP establishes a three-stage process with five action / steps to evaluate real estate decisions, the phases and action steps are identified in the following graphic:



This memorandum reflects completion of the “Preliminary Review” stage of the Bullpen property. Based upon preliminary review, staff recommends that the City Council authorize staff to proceed to the next

phase. In the evaluation stage, staff anticipates working with the Bullpen property owner / agent to obtain more information (e.g. extent of contamination, estimated clean-up costs, etc.) and to identify possible approaches advancing the three policy objectives noted above. Following completion of the evaluation stage, staff will return to City Council for further direction.

Initial Intake

The potential to acquire the property located at 20001 International Boulevard was identified through ongoing staff discussions with property owners in the Angle Lake subarea. Previously, economic development staff worked with the property owner and owner’s agent to facilitate the sale of the property to private developers. Several previous purchase and sale agreements were unsuccessful, and staff were approached by the owner’s agent regarding whether the City would be interested in acquiring the property. The opportunity is for the City to support the clean-up of hazardous / toxic contamination on the property and leverage the property to achieve other policy objectives.

Initial Analysis

The property currently contains three buildings; two buildings are vacant, and the third building is partially occupied with a small grocery (All Star Grocery). One vacant building is a former restaurant / tavern (The Bullpen); the other vacant building was most recently a retail store (Crazy Furniture). Both vacant buildings are in disrepair and would require improvements prior to occupancy. The property is also known to be contaminated and in a groundwater wellhead protection buffer (5 years); the property owner has information related to the extent of the contamination. Staff have been informed by private developers that the cost of removing contamination on the site privately represents too high a risk to secure financing for redevelopment of the site. Further, staff understand that the condition of the property and buildings makes re-development in the Angle Lake subarea challenging. Finally, the property is located on a prominent corner in the Angle Lake subarea, which allows the City to evaluate several different possible policy objectives as it disposes of the property.

Property Characteristics

The following information about the property is currently available to City staff:

- Address: 20001 International Boulevard, SeaTac, WA
- Area: 38,582 square feet (0.89 acres)
- Zoning: CB-C (Community Business in the Urban Center)
- Subarea: Angle Lake
- Buildings: Three buildings, two currently vacant, one partially occupied
- Contamination: Yes, extent of contamination unknown
- Environmental: Groundwater wellhead protection; no other known constraints
- Topography: Flat

All Star Grocery (North Side)



The Bullpen (North Side)



The Bullpen (East Side)



Crazy Furniture (East Side)



Opportunity

Based upon currently available information, property acquisition presents three opportunities:

1. The environmental cleanup of the property by removing hazardous and / or toxic chemicals from the SeaTac community and a groundwater wellhead protection area.
2. Removal of under-developed and visually problematic buildings to promote visual enhancement and economic growth, investment, and new development in the subarea.
3. Additional policy objectives through the strategic sale or use of the property. This may entail the re-sale of the property for private development, development of the site for civic or community use, or the creation of affordable housing through a public-private partnership.

There is strong policy language in SeaTac’s adopted documents that support action by the City to advance the opportunities identified above. The policy language contained in the Comprehensive Plan and Angle Lake Subarea plan are summarized below.

Opportunity No. 1 – adopted SeaTac goals and policies supporting this opportunity:

Comprehensive Plan

- Environmental Element, Goal 9.8: Protect the quality and quantity of groundwater used for public water supplies.
- Environmental Element, Policy 9.8A: Protect aquifers, aquifer recharge areas, and wellhead protection areas used for domestic water supply from contamination.

Opportunity No. 2 – adopted SeaTac goals and policies supporting this opportunity:

Comprehensive Plan

- Community Design Element, Goal 7.1: Provide residents and visitors with a positive, identifiable image of the City of SeaTac.
- Community Design Element, Goal 7.2: Provide a well-designed, pedestrian-friendly, and community-oriented environment in the Urban Center.
- Community Design Element, Policy 7.2K: Maintain the City Center’s and Station Areas Plans’ development standards for building design and orientation to ensure that buildings are designed to accommodate a comfortable and pleasant human experience on the street and are visually pleasing above.
- Economic Vitality Element, Goal 8.7: Enhance and utilize the City’s natural and built environment to increase the desirability of locating in SeaTac.

- Economic Vitality Element, Policy 8.7A: Beautify and enhance the commercial and residential areas of the City through the application of urban design standards and support for public facilities and amenities to attract commercial and residential growth.

Angle Lake Subarea

- Open Space, Landscaping and Public Amenities, UD-20: Preserve and enhance existing open space that serves the District and promote opportunities for new open space enhancements.
- Open Space, Landscaping and Public Amenities, UD-22: Create and promote the District brand and enhance the visual environment by encouraging the provision of public amenities.
- Facilitating Community & Economic Opportunity, CEO-1: Increase access to opportunities for entrepreneurship, employment, housing, services, entertainment and recreation needs of residents, employees, businesses and visitors.
- Facilitating Community & Economic Opportunity, CEO-7: Refine the District's identity and establish branding.
- Facilitating Community & Economic Opportunity, CEO-3: Facilitate the creation of the District Center as an employment hub.
- Collaboration, CEO-9: Work with property owners to promote new development that implements the vision and goals of the District.

Opportunity No. 3 - – adopted SeaTac goals and policies supporting this opportunity:

Comprehensive Plan

- Land Use Element, Goal 2.1: Focus growth to achieve a balanced mix and arrangement of land uses that support economic vitality, community health and equity, and transit access.
- Land Use Element, Policy 2.1A: Implement the City Center, South 154th Street Station Area, and Angle Lake District Station Area Plans to focus the majority of SeaTac's commercial and residential growth and redevelopment into three distinct complete communities within SeaTac's designated Urban Center.
- Land Use Element, Policy 2.1B: Direct moderate and high density residential development to the Urban Center, especially within the City Center and station areas.
- Land Use Element, Goal 2.2: Create walkable, compact, transit-oriented communities with a range of transportation, employment, housing, recreation, goods, and service choices for residents of all income levels.
- Land Use Element, Policy 2.2B: Promote dense residential and employment uses in transit communities to provide current and future residents with greater access to transportation, housing, and economic opportunities.
- Land Use Element, Policy 2.2F: Foster high quality, diverse, and affordable housing.
- Land Use Element, Goal 2.6: Provide an adequate amount of accessible parks, recreational land, and open space throughout the City.
- Housing & Human Services Element, Goal 3.1: Maintain and enhance the quality of life for all community members by providing and supporting effective and accessible human services that are culturally relevant, physically accessible, near adequate public transportation, affordable, and immediate.
- Housing & Human Services Element, Goal 3.4: Increase housing options in ways that complement and enhance nearby residential and commercial uses.
- Housing & Human Services Element, Policy 3.4A: Encourage development of residential areas and lots with adequate existing utilities and transportation systems.
- Housing & Human Services Element, Policy 3.4B: Promote a variety of housing types and options in all neighborhoods, particularly in proximity to transit, employment, and educational opportunities.

- Housing & Human Services Element, Goal 3.6: Increase housing opportunities for all economic segments of the community, especially in SeaTac’s transit communities.
- Housing & Human Services Element, Policy 3.6C: Offer incentive programs for developers to preserve, replace, or build additional affordable housing units.
- Housing & Human Services Element, Policy 3.6D: Cooperate with the private sector, non-profit agencies, and public entities in the planning and development of affordable housing in SeaTac.
- Community Design Element, Goal 7.2: Provide a well-designed, pedestrian-friendly, and community-oriented environment in the Urban Center.
- Community Design Element, Policy 7.2A: Implement the City Center and Station Area Plans to encourage the development of distinctive focal points (i.e., high activity neighborhood and commercial centers) within the Urban Center.
- Community Design Element, Policy 7.2D: Partner with developers to catalyze high-quality, transit-oriented developments in the station areas.
- Community Design Element, Policy 7.2G: Establish a variety of public spaces throughout the Urban Center.
- Community Design Element, Policy 7.2P: Encourage the development of buildings and structures in the Urban Center which provide civic functions.

Angle Lake Subarea

- Transit-Oriented Uses, LU-2: Concentrate people-intensive uses in the District Center.
- Transit-Oriented Uses, LU-3: Promote active, pedestrian focused ground floor uses, especially in the District Center.
- Transit-Oriented Uses, LU-6: Remove barriers to high density residential development.
- Transit-Oriented Uses, LU-12: Work with public and private property owners and developers to promote transit-oriented uses in the District.
- Open Space, Landscaping and Public Amenities, UD-20: Preserve and enhance existing open space that serves the District and promote opportunities for new open space enhancements.
- Facilitating Community & Economic Opportunity, CEO-1: Increase access to opportunities for entrepreneurship, employment, housing, services, entertainment and recreation needs of residents, employees, businesses and visitors.
- Facilitating Community & Economic Opportunity, CEO-6: Promote a variety of housing choices for people of all income levels, backgrounds, and ages.
- Facilitating Community & Economic Opportunity, CEO-9: Work with property owners to promote new development that implements the vision and goals of the District.

Next Steps

Presuming the City Council authorizes staff to engage in further research and investigation of the Bullpen property, staff anticipates the following components to the “Evaluation” stage:

- A. Determining the extent of contamination on the Bullpen site. This will require completion of an Environmental Assessment by a consultant.
- B. Developing the estimated cost to remove the contamination and obtain a “No Further Action” determination by the Washington Department of Ecology.
- C. Contacting the property owner to determine possible options for acquiring the subject site and anticipated terms of any property acquisition. Staff understands that the property owner is willing to sell the subject site. However, if the property owner is not willing to sell the Bullpen property, staff will explore other options with the property owner.
- D. Investigating other factors currently unknown that may be disclosed by the property owner.
- E. Once the Evaluation stage is complete, staff will seek further direction from the City Council.