



City of SeaTac

Council Study Session Agenda

July 23, 2013
4:00 PM

City Hall
Council Chambers

CALL TO ORDER:

PUBLIC COMMENTS (related to the agenda items listed below): (Speakers must sign up prior to the meeting. Public Comments shall be limited to a total of ten minutes with individual comments limited to three minutes and a representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. However, the Mayor or designee may reduce equally the amount of time each speaker may comment so that the total public comment time does not exceed ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

1. **Agenda Bill #3534; A Motion authorizing the City Manager to execute a Memorandum of Understanding with the Washington State Department of Transportation for the Connecting 28th/24th Avenue South project (10 minutes)**

By: Assistant City Engineer Florendo Cabudol

2. **Agenda Bill #3532; A Motion authorizing the City Manager to enter into a contract with Jaymarc AV for Council Chambers, Courtroom, and Executive Conference Room Audio/Visual modifications (10 minutes)**

By: City Clerk Kristina Gregg / Facilities Manager Pat Patterson

3. PRESENTATIONS:

- **City's Align and Improve Efforts (30 minutes)**

By: City Manager Todd Cutts / Assistant City Manager Gwen Voelpel

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

By: Police Chief Lisa Mulligan

EXECUTIVE SESSION: Review the Performance of a Public Employee (RCW 42.30.110 [1] [g]) (15 minutes)

ADJOURN:



City of SeaTac

Regular Council Meeting Agenda

July 23, 2013

6:30 PM

City Hall
Council Chambers

(Note: The agenda numbering is continued from the Council Study Session [CSS].)

CALL TO ORDER:

ROLL CALL:

FLAG SALUTE:

PUBLIC COMMENTS: (Speakers must sign up prior to the meeting. Individual comments shall be limited to three minutes. A representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

4. CONSENT AGENDA:

- **Approval of claims vouchers** (check nos. 103720 - 103944) in the amount of \$1,564,583.30 for the period ended July 19, 2013.
- **Approval of payroll vouchers** (check nos. 51572 – 51606) in the amount of \$217,698.23 for the period ended July 15, 2013.
- **Approval of payroll electronic fund transfers** (check nos. 77721 – 77920) in the amount of \$421,709.11 for the period ended July 15, 2013.
- **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$83,111.49 for the period ended July 15, 2013.
- **Pre-approval or final approval of City Council and City Manager travel related expenses** for the period ended July 18, 2013.

Approval of Council Meeting Minutes:

- **Town Hall Meeting** held July 16, 2013

PUBLIC COMMENTS (related to Action Items and Unfinished Business): (Individual comments shall be limited to one minute and group comments shall be limited to two minutes.)

ACTION ITEMS:

5. **Agenda Bill #3523; A Motion accepting the City of SeaTac Surface Water Plan prepared by Herrera Environmental Consultants (10 minutes)**
By: Stormwater Compliance Manager Don Robinett / Herrera Environmental Project Engineer Rebecca Dugopolski
6. **Agenda Bill #3527; A Resolution calling for a special municipal election to be held on November 5, 2013 on the Ordinance proposed by an initiative petition entitled “Ordinance Setting Minimum Employment Standards for Hospitality and Transportation Industry Employers” and appointing committee members to prepare the statements for and against the measure for the Local Voters’ Pamphlet *** PENDING THE ACTION OF THE PETITION REVIEW BOARD*** (10 minutes)**
By: City Attorney Mary Mirante Bartolo

UNFINISHED BUSINESS:

NEW BUSINESS:

CITY MANAGER'S COMMENTS:

COUNCIL COMMENTS:

EXECUTIVE SESSION:

ADJOURN:

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3534

TITLE: A Motion authorizing the City Manager to execute a Memorandum of Understanding with Washington State Department of Transportation for the Connecting 28th/24th Avenue South project.

July 18, 2013	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested:	8/13/13 RCM
Ord/Res Exhibits:	
Review Dates:	7/23/13 CSS
Prepared By:	Florendo Cabudol, Assistant City Engineer
Director:	<u>S. A. [Signature]</u> City Attorney: <u>Mary Milante Baroto</u>
Finance:	<u>[Signature]</u> BARS #: N/A
City Manager:	<u>[Signature]</u> Applicable Fund Name: N/A

32
154

SUMMARY: This Motion authorizes the City Manager to execute a Memorandum of Understanding (MOU), substantially in the form attached, with the Washington State Department of Transportation (WSDOT) for the Connecting 28th/24th Avenue South project.

DISCUSSION / ANALYSIS / ISSUES: The City and WSDOT have been coordinating the Connecting 28th/24th Avenue South with the State Route (SR) 509 Corridor Completion project. Through these efforts, City staff and WSDOT staff have reached a mutual understanding on issues that involve both projects. The issues are listed below and are explained further in the attached MOU:

1. There are benefits to constructing the Connecting 28th/24th Avenue South project now. The benefits include: improving access and circulation for the Sound Transit Angle Lake Station; builds a parallel principal arterial road that will improve mobility and help relieve congestion on International Boulevard; and promotes the regional need to fund the completion of the SR 509 Corridor project.
2. The City agrees to construct the Connecting 28th/24th Avenue South project based on the selected alternative as described in the 2003 Record of Decision for the SR 509 Corridor Completion project. This agreement acknowledges the following: that the project will be forward compatible with SR 509; will not create a new impact to the SR 509 project; that the project connects to logical termini with rational end points for the 28th/24th Avenue South roadway; and that the proposed roadway has independent utility and able to function on its own without further construction of an adjoining segment.
3. The City understands that traffic operations on the 28th/24th Avenue South roadway will be disrupted when construction of SR 509 occurs through the road embankment section.
4. WSDOT will remove the road embankment section through the SR 509 corridor and construct a structure to carry 28th/24th Avenue South traffic over SR 509 at no cost to the City.

This MOU is necessary to memorialize the City and WSDOT positions on these issues and will be part of the environmental documentation review for the project. The project is following federal environmental documentation standards to be eligible for future federal funding.

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

FISCAL IMPACT: There is no fiscal impact from executing the MOU.

ALTERNATIVE(S): Council could choose not to authorize the MOU. However, without the MOU the environmental documentation for the project will not be complete. The project then may not be eligible for future federal funding.

ATTACHMENTS: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
CONNECTING 28TH/24TH AVENUE SOUTH/SR 509 CORRIDOR
COMPLETION PROJECT

August, 2013

This Memorandum of Understanding (MOU) is entered into by and between the City of SeaTac, hereinafter referred to as "SEATAC" and the Washington State Department of Transportation, hereinafter referred to as "WSDOT", collectively referred to as "PARTIES" and individually referred to as "PARTY".

RECITALS

WHEREAS, the PARTIES acknowledge the 2003 Record of Decision of the SR 509 Corridor Completion Project Environmental Impact Statement that established the horizontal and vertical alignments of State Route (SR) 509 and the 28th/24th Avenue South Arterial Street Project Phase 2 corridors;

WHEREAS, the PARTIES acknowledge that since the Final Record of Decision, SeaTac has revised the 28th/24th Avenue South Arterial Street Project Phase 2 project title to Connecting 28th/24th Avenue South, South 200th Street to South 208th Street, hereinafter referred to as "PROJECT.";

WHEREAS, SEATAC has commissioned the full design of the PROJECT;

WHEREAS, in order to ensure that the PROJECT can obtain National Environmental Protection Act (NEPA) approval and bid in January 2015, the PARTIES intend to enter into this Memorandum of Understanding (MOU) now.

NOW THEREFORE, the PARTIES mutually agree as follows:

PURPOSE OF THE MOU

The purpose of this MOU is to confirm project understandings and agreements that affect both the PROJECT and WSDOT's SR 509 Corridor Completion project. The PARTIES mutually agree:

1. That there are benefits to constructing the PROJECT now. These benefits include, but are not limited to:
 - a. Improves access and circulation for the Sound Transit Angle Lake Station;
 - b. Provides a parallel principal arterial road to improve mobility and relieve congestion on International Boulevard (SR 99);
 - c. Promotes the regional need to fund the SR 509 Corridor Completion project.
2. SEATAC agrees to construct the PROJECT based on Alternative C2 as described in the 2003 Record of Decision for the SR 509 Corridor Completion Project

Environmental Impact Statement. Therefore, the PARTIES agree that the PROJECT will:

- a. Be forward compatible with the SR 509 Corridor Completion project and;
 - b. Will not create a new impact to the SR 509 Corridor Completion project and;
 - c. Connect to logical termini with rational end points for the roadway improvements at the intersections of South 200th Street and South 208th Street and;
 - d. Have independent utility and be able to function on its own without further construction of an adjoining segment.
3. SEATAC understands that traffic operations on the street facility built by the PROJECT will be disrupted when construction of the SR 509 Corridor Completion project occurs through the new road embankment section.
4. WSDOT will remove the road embankment section through the SR 509 Corridor Completion alignment and construct a structure to carry 28th/24th Avenue South traffic over SR 509 at no cost to SEATAC.

IN WITNESS WHEREOF, the PARTIES hereby agree to the terms and conditions of this Memorandum of Understanding as of the last date written below:

Washington State Dept. of Transportation

Approved as to form:

WSDOT Attorney

Title

Date

City of SeaTac

Approved as to form:

SeaTac City Attorney

Title

Date

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: City Clerks

Agenda Bill #: **3532**

TITLE: A Motion authorizing the City Manager to enter into a contract with Jaymarc AV for Council Chambers, Courtroom, and Executive Conference Room Audio/Visual (A/V) modifications.

July 18, 2013	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other
Date Council Action Requested: <u>RCM 08/13/13</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 7/23/13</u>	
Prepared By: <u>Kristina Gregg, City Clerk</u>	
Director: <u>Kristina Gregg</u>	City Attorney: <u>Mary Mianta Bartolo</u>
Finance: <u>[Signature]</u>	BARS #: <u>301.000.04.594.11.64.097</u>
City Manager: <u>[Signature]</u>	Applicable Fund Name: <u>301 Municipal CIP Fund</u>

JK
[Signature]

SUMMARY: This Motion will allow for contracting with Jaymarc AV for design and installation of new A/V equipment in the Council Chambers, Courtroom, and Executive Conference room.

DISCUSSION / ANALYSIS / ISSUES: The majority of the A/V equipment in use in the Council, Court, and Executive Conference rooms is the original equipment from 12 years ago. It is worn, outdated, and in need of repair and replacement. The City solicited proposals under RCW 9.04.270 which allows for competitive negotiations with contractors for design and installation of electronic equipment. The City received two proposals. These two contractors, Jaymarc A/V and AVI-SPL, were asked to present to a four member interview panel. After extensive review, Jaymarc A/V was selected as the more desirable contractor. The contractor will provide a complete and operable system including but not limited to: Equipment changing the entire system from analog to digital format, new microphones at both the dais and the lower floor area, additional ceiling speakers integrated into a system that allows for higher volume with no feedback, new wide screen format projectors and screens for all three rooms, and equipment that allows for easy remote Council meeting participation by Councilmembers. This contract also provides for maintenance on the entire system for 2 years.

RECOMMENDATION(S): It is recommended that the City Council authorize moving forward with this contractor to modify and improve the A/V system.

FISCAL IMPACT: The base price for the modifications is \$92,000. With sales tax, the total amount of the bid is \$100,740. The budget appropriation for this project is \$100,000. The remaining \$740 can be taken from the budgeted Capital Facilities Fund #301 ending fund balance.

ALTERNATIVE(S):

- 1) Do not do the work at this time, however, the equipment is failing piece by piece and will need to be replaced at some point. The digital upgrade will also be required within the next couple of years.

ATTACHMENT(S):

Contract and proposal

CITY OF SEATAC, WASHINGTON
« City Council/ Courts AV Upgrades »

This CONTRACT made and entered into this 10th day of August 2013, by and between the City of SeaTac, Washington, a municipal corporation existing under the laws of the State of Washington, hereinafter called "CITY" and the undersigned registered contractor, hereinafter called the "CONTRACTOR",

WITNESSETH:

That the CONTRACTOR, in consideration of the sums to be paid by the CITY, in the manner and at the time herein provided, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute the improvements as defined by the above referenced project, as set forth in the project proposal request.

The following documents are hereby made a part of this Contract and are incorporated herein:

- A) The proposal from Jaymarc AV #JC050913 dated June 26, 2013.

It is agreed that the work covered by this Contract shall be substantially completed within 30 calendar days from the date of Notice to Proceed, and that this Contract shall be finally completed in all respects within 60 calendar days from the date of Notice to Proceed. It is further agreed that the CITY will suffer damage and be put to additional expense in the event that the CONTRACTOR shall not have the work substantially completed and ready for use on or prior to the substantial completion date stated, and finally completed in all respects prior to the final completion stated. As it is difficult to accurately compute the amount of such costs and damages, the CONTRACTOR hereby covenants and agrees to pay to the CITY the liquidated damages of \$50.00 for each and every calendar day required to accomplish "Substantial Completion" of the work beyond the period above fixed, and an additional \$50.00 in liquidated damages for each and every calendar day required to accomplish "Final Completion". It is hereby agreed that the above amount shall be deducted from payment due the CONTRACTOR or deducted from any sums retained for benefit of employees, subcontractors or suppliers (provided the CITY's claim shall be subject to claims filed against the retained sums).

It is further agreed that the amount of the Contract is \$100,740.00 including tax and is based on the Bid Proposal submitted by the CONTRACTOR. At Final Completion the total payments to the Contractor will be the Contract amount adjusted by any executed Change Orders, less a deduction of five percent (5%) which shall be withheld until thirty (30) days after final acceptance of the work by the City Council and fulfillment of the Contract. Said amount withheld may be held in trust by CONTRACTOR's bank in accordance with Chapter 60.28 RCW.

The CONTRACTOR agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid. The CONTRACTOR agrees to furnish insurance of the types and amounts set forth in the Contract Documents.

The CONTRACTOR agrees to actively solicit the employment of minority group members. CONTRACTOR further agrees to actively solicit bids for the subcontracting of goods or services from qualified minority businesses.

CONTRACTOR shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including costs and attorney fees, arising out of or resulting from the acts, errors or omissions of the CONTRACTOR in performance of this Contract, except for injuries and damages caused by the sole negligence of the CITY. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the CITY, its officers, officials, employees, and volunteers, the CONTRACTOR's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The CITY retains the right to approve claims investigators and counsel assigned to said claim and all investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the CITY. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this CONTRACT.

The CONTRACTOR shall secure Public Liability and Property Damage Insurance Coverage in the minimum amounts specified in the Supplementary Conditions from an insurance company authorized to do business in the State of Washington. Said insurance coverage may be superseded by addenda or other provisions of this Contract. CITY shall be an additional named insured on said insurance in a form acceptable to the City Attorney.

The CONTRACTOR agrees to repair and replace all property of the CITY and all property of others damaged by the CONTRACTOR, his employees, its subcontractors, or agents.

It is understood that the whole of the work under this Contract is to be done at the CONTRACTOR's risk and that contractor is familiar with the conditions of excavation, backfill, materials, climatic conditions, and other contingencies likely to affect the work and has made the bid accordingly and that he assumes the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

In addition to the amounts required by RCW 60.28 to be withheld from the progress or retained percentage payments to the CONTRACTOR, the CITY may, in its sole discretion, withhold any amounts sufficient to pay any claim against the CONTRACTOR of which the CITY may have knowledge and regardless of the informalities of notice of such claims arising out of the performance of this Contract provided that the total amounts withheld for such purpose shall not exceed an additional three percent (3%) of the contract price. The term "claim" shall not include any claim against the retained percentage by persons furnishing supplies or performing labor for the CONTRACTOR. The amount may be withheld by the CITY until either the CONTRACTOR secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment in favor of the claimant on such claim. The CITY shall not be liable for interest during the period the funds are so held.

In the event a lawsuit is commenced to enforce any provision of this Contract or the Contract Documents or to recover damages for breach of the same, the prevailing party shall be awarded

its reasonable attorney's fees and costs incurred. Venue for any such action shall be in King County Superior Court.

IN WITNESS THEREOF the parties hereto have caused these presents to be duly executed.

CITY OF SEATAC, WASHINGTON

CONTRACTOR

City Manager

Contractor Name

Date

By

Date

APPROVED AS TO FORM:

City Attorney

JAYMARC - AV

2732 1st Ave South
Seattle, WA 98134

City of Sea Tac
Pat Patterson
City Clerk
4800 S. 188th St.
Sea Tac, WA 98188
C03102 206-973-4800

Project Number JC050913

06/26/2013 Page: 1 ** Proposal **

Purchase Order #: PROPOSAL

206-682-6111

Project Title...: City Council / Courts AV Upgrades

Mfg-Item No.	Qty	Description
		AV System- Modified to include Digital Video to All locationis:
		Section 1: Provide 12 Microphone system for Informal council meetings:
SENNHEISR-ADN CU1	1	ADN central unit for up to 40 conference mics. Rack-mountable wi
SENNHEISR-ADN D1	11	ADN delegate unit with 15-inc gooseneck and KE10 super-cardioid
SENNHEISR-ADN C1	1	ADN chair unit with 15-inch gooseneck and KE10 super-cardioid mi
SENNHEISR-SDC CBL RJ45-2	12	Connecting cable with two RJ45 plugs, 6.6 ft (2m)
SENNHEISR-SDC CBL RJ45-5	1	Connecting cable with two RJ45 plugs, 16.5 ft (5m)
GRAYBAR-1585A	4	Category 5E (P)
		Section 2: Provide new microphones and Mix Minus audio for the main council dais;
CLOCK AUD-S133	13	Table Mic Stand with switch
CLOCK AUD-C34E SR	13	19.2 / XLR
QSC-CX204V	1	4 channels, 200 watts/ch at 70V
JAYMARC AV-FIELD LABOR	16	Field Installation Labor- R&R Microphones
JAYMARC AV- COMMISSIONING	16	Labor- For Commissioning- Tune and adjust audio System- EQ
		Section 3: Provide new video projector and screen for Council; Courtroom and Executive Conference Room
	3	Hitachi CP-WU8440 WUXGA Video Projectors
	3	Dalite 34520 Screens
DALITE--L	3	Add Low Voltage
		PLEASE NOTE: Client will take care of ceiling modifications.

JAYMARC - AV

2732 1st Ave South
Seattle, WA 98134

Project Number JC050913

06/26/2013 Page: 2 **** Proposal ****

Purchase Order #: PROPOSAL

206-682-6111

Mfg-Item No.	Qty	Description
		Section 4: Provide Digital upgrade for Courtroom: 1) Provide VGA/HDMI Transmitter at Attorneys Desk 2) Connect Polycom Unit with existing connection
Crestron-DM-TX-201-C	1	DigitalMedia 8G+™ Transmitter 201
Crestron-DM-RMC-100	1	DigitalMedia™ CAT Receiver & Room Controller
		Section 5: Provide Digital upgrade for Executive Conference Rm: 1) Provide VGA/HDMI Transmitter at existing AV Input location.
Crestron-DM-TX-201-C	1	DigitalMedia 8G+™ Transmitter 201
Crestron-DM-RMC-100	1	DigitalMedia™ CAT Receiver & Room Controller
		Section 6: Provide Digital Upgrade for Council Chambers: 1) Provide VGA/ HDMI Connection at Podium 2) Provide VGA / HDM Connection at Presentation Table 3) Provide Bluray with HDMI connection at AV Rack 4) Re-use existing control system and control panels
Crestron-DM-MD6X1	1	6x1 DigitalMedia™ Switcher
Crestron-DM-TX-201-C	2	DigitalMedia 8G+™ Transmitter 201
Crestron-DM-RMC-SCALER-C	1	DigitalMedia 8G+™ Receiver & Room Controller w/Scaler
Extron-60-1271-12	2	HDMI Twisted Pair Transmitter
Extron-60-1271-13	2	HDMI Twisted Pair Receiver
Extron-60-997-01	1	Two Output HDMI DA
Extron-60-604-21	1	1U 3.5" Deep Basic Rack Shelf
Crestron-CBL-HD-1.5	5	Crestron® Certified HDMI® Interface Cable, 1.5 ft
Samsung-BDE6000	1	Blue Ray Player w/ RS232 Control
	1	CAT5E / CAT6S AV cabling
JAYMARC AV-FIELD LABOR	1	Field Installation Labor- Remove Existing cabling and Replace
JAYMARC AV-COMMISSIONING	40	Labor- For Commissioning
JAYMARC AV-PROGRAMMING	60	Labor for Programming
JAYMARC AV-ENGINEERING	40	Engineering Labor

Equipment Subtotal
Installation Subtotal

46,607.98
45,847.30

JAYMARC - AV

2732 1st Ave South
Seattle, WA 98134

Project Number JC050913

06/26/2013 Page: 3 **** Proposal ****

Purchase Order #: PROPOSAL

206-682-6111

Mfg-Item No.	Qty Description	
	1 Discount to meet budget:	
	GRAND TOTAL BEFORE TAX	===== 92,000.00
		WA Sales Tax 8,740.00
		=====
	This ** Proposal ** is Valid for 60 Days.	\$100,740.00

Jack Calderon, President

I Accept This Quote _____ Date: _____

JAYMARC AV

design | build | integrate

To: City Clerk's Office
City of SeaTac
4800 S. 188th

SeaTac, WA 98188
Attn: Pat Patterson
Phone: 206-973-4674

Date: June 26, 2013

Project: City Hall
Council/Court
System: AV Modifications
Contact: Jack Calderon
Phone: 206-682-6111

SEATAC CITY HALL COUNCIL/COURT AV MODIFICATIONS (Revision #1 from May 9, 2013 Presentation)

The scope of work is to provide and install components necessary to complement the existing system in order to meet the requirements of the RFP issued on April 25, 2013. In specifics, Jaymarc AV has addressed the RFP as follows:

- Part 1 General
 - Section 1.01- Jaymarc AV acknowledges the areas of work and the intent of the specifications and Contract Documents
 - Section 1.02- Jaymarc AV is a licensed bonded AV contractor with over 25 years of experience, and employs a full staff of licensed and certified installers and programmers. No work will be sub contracted.
 - Section 1.03- Jaymarc AV has performed a site visit and has become extensively familiar with the existing systems as described in this section.
 - Section 1.04- Jaymarc AV shall address the main scope of work for this project as follows:
 - A1 (13 New Microphones...): Jaymarc AV shall provide and install 13 High Gain, Cardioid Microphones on programmable bases. The Microphones will be Clock Audio C34E on a S133 Base, which are 19.2" Microphones on a base with a programmable switch to allow the user set up to be PUSH TO TALK, PUSH TO MUTE or TOGGLING between functions. There will be an LED on the base of the microphone to indicate the current mode of the microphone. It is our opinion that the addition of new microphones themselves may not solve the audio pick up issues that the city has. In our proposal- we would also re-tune the entire audio system and set up the system for maximum gain before feedback. In our evaluation of the room, we feel that the room is in need of more than just new microphones. We feel that the speaker density needs to be increased as well as the need for audio adjustments of the system, and that a skilled acoustic technician is needed to make this system right. Our proposal includes that service in both the Council Chambers and the Court.
 - A2 (12 Microphone capability for ...workshops...): Jaymarc AV recognizes the need to be able to set up and tear down this configuration with minimal impact on the audio system and/or the personnel having to deal with this venture. Our proposal includes 11 Delegate Units and 1 Chairman's Integrated

JAYMARC AV

design | build | integrate

Microphone/Speaker Unit that allows the user to hook up these microphones with CAT5 jumpers. Each unit will receive audio from the other microphones in the system as well as any wireless microphones or dais microphones being used simultaneously. The output of these microphones will amplify over the existing speaker system.

- A3 (Replace projectors & screens...): The request for “Wide Angle” equipment is being interpreted by us, that you are seeking “Wide Format” equipment. We are further interpreting the request to mean that you are looking for 16:10 WIDE Format as opposed to 16:9 HDTV Format. Our proposal is to replace the video projectors and screens with 16:10 Wide Format Projectors and 16:10 Wide Format Screens. The Projectors and/or screens will be relocated to the appropriate locations to meet the demands of the new format and new lensing that goes along with it. The Video Projectors will be a BRIGHT (4200 ANSI Lumens) output, and accommodate all resolutions of media presented up to and including WUXGA (1920 x 1200). The Projector selected may fit into the existing locations. The projector selected is a high quality, long life projector designed with the full intent of extensive use. It also is fitted with a high quality lens for maximum clarity. We have chosen a higher end projector, but feel the added quality and longevity is worth the investment.
- A4 (Provide equipment to allow...listening on telephone): In review of the existing equipment, it has been found that there is an existing TI-2, Telephone Input Module, as well as AEC-2 (Acoustic Echo Canceling) Inputs for the microphones. Your system is already suited for teleconferencing, and the only thing needed is to hook it up to a telephone line, and complete the programming of the AUDIA DSP. Upon completion of the fore mentioned, we would strongly encourage the city to establish an account with one of the many telephone bridging services which allow people to call into for listening to the audio feed. The fees are nominal (if at all), and would serve the city much better than the introduction of an on-site bridging service. Our proposal includes the completion of the programming and termination to the telephone system. We will also include demonstrations to the clerk on how to use the bridging service.
- A5 (Provide equipment for councilmemberparticipate via telephone): This feature is available after completion our proposal for item A4 (above). The only difference is that in A4- we would not allow the listeners to participate, and in this configuration we would allow the members to participate.
- A6 (Two year maintenance on existing and new equipment): Please see section 7 of the specifications, where there is a request to provide a separate cost for a Service agreement. In our service agreement cost we would send out a technician 3 times a year, where our service technician will perform regularly scheduled maintenance on all components of the AV system and identify failing components or consumables (lamps) that may need replacement. The maintenance would include facilitating warranty repairs, as well as non-warranty repairs. Please be aware that our base maintenance proposal does not provide warranty on existing products.

JAYMARC AV

design | build | integrate

- B (All materials shall be new...): Our proposal fulfills this requirement. All equipment will be new and carry a full manufacturer's warranty.
- C (Contractors shall field investigate...): Jaymarc has fully investigated the existing facility and we are very comfortable in our proposal. We do have the following items that will need to be field verified before we order product- but it should not impact our overall costs:
 - The exact distance between the Video Projector and the screen in the Executive Conference Room.
 - The exact size of the existing screen in the Executive Conference Room.
- .Section 1.05-CONTRACT DOCUMENTS
 - A (The contract documents, such as drawings...): Jaymarc AV has requested the contract drawings of the facility and existing system, but has not been provided with those documents. We are assuming that no bidder has been given these documents, and that we are all providing our proposals based on the single published document of "Section 17800; AUDIO/VISUAL SYSTEMS". It is further understood based upon the walk thru with the city that the following are true and accurate conditions of proposal:
 - The AMX code of the existing system will be available to the contractor for modifications as necessary to implement the changes presented.
 - The AV Contractor will remove the existing screens and projectors and replace with new. The city will take care of any ceiling work that needs to be done around the projector and/or new screen for appropriate fit.
 - The city will take care of any AC power needs for the system, including connecting AC power to the new video projection screens.
 - The City will provide a telephone line to the existing AV rack for connection to the audio system.
 - B (Schedule and timeline.....): Jaymarc AV understands the time constraints on installation, and will work hand in hand with the client for the most efficient and non-obtrusive installation. We understand that there may be a requirement to work off hours; however our intent is to work out a work day schedule with the city.
 - C (The contractor shall follow all specifications...): Since there are no drawings provided, we are using the specifications and information provided during the walk thru as the grounds for the proposal. Any concerns and/or conflicts that have been discovered have been presented in this proposal.
- Section 1.06- QUALITY ASSURANCE
 - A&B (Standards, Laws and Regulations): Jaymarc AV will fulfill these requirements.
- Section 1.07- SUBMITTALS
 - A, B & C (General, drawings and Required Submittals): Jaymarc AV is very proud of its Submittal Package. The client will receive a very detailed submittal package that far outweighs the requirements of this specification. Please see attached sample of our shop drawings.
- Section 1.08- ACCEPTANCE TESTING

JAYMARC AV

design | build | integrate

- A&B (Completion and Familiarity): Jaymarc AV uses only skilled professional AV techs that are licensed and certified by the manufacturer's we represent. We will provide a detailed testing report for review by the city prior to implementation, and will ask the city to be present during final commissioning- if desired.
- Section 1.09- PROGRESS DRAWINGS AND SCHEDULES
 - Jaymarc AV will have a set of shop drawings on-site for reference and field mark up's as we install the systems. At the end of the project, the client will receive a copy of a detailed As-Built of all work performed on this proposal. In addition the client will receive an OWNERS AND MAINTENANCE MANUAL for safe keeping.
- Part 2 Products:
 - GENERAL- Jaymarc AV shall provide only products that meet the criteria of the specifications. In particular we are providing as follows:
 - MICROPHONES
 - 13 Clock Audio C34E/S133 Desk Microphone with Programmable Switch
 - Ceiling Speakers
 - #tbd JBL Control 26CT (Matches existing)
 -
 - PORTABLE SYSTEM
 - 1 Sennheiser ADN-CU1 Central Processor
 - 11 Sennheiser ADN-C1 Chairman's Mic Unit
 - 1 Sennheiser ADN-D1 Delegates Mic Unit
 - 12 Custom RJ45 Connection Cables
 - Video Projectors
 - 3 Hitachi CP-WU8440 WUXGA Video Projectors
 - 3 Hitachi ML703 1.5-3.0 Lens
 - 3 Extron UPB25 Video Projector Mount
 - Video Screens
 - 3 Dalite 34520 Advantage Electrol Screens (16:10)
 - 3 Dalite LVC Low Voltage Control Installed
 - Digital Upgrades in Executive Conference Room
 - 1 Crestron DM-TX-201-C Digital Transmitter (To be located at existing connection point)
 - 1 Crestron DM-RMC-100-C Digital Receiver (Located at Video Projector)
 - NOTE: There is no control from the AMX Control System for this room.
 - Digital Upgrades in Court Room
 - 1 Crestron DM-TX-201-C Digital Transmitter (To be located at existing connection point at the Prosecution Table)
 - 1 Crestron DM-RMC-100-C Digital Receiver (Located at Video Projector)
 - NOTES for this room:
 - There will be no signal upgrade at the Clerks Desk for the VTC System, VCR or Bluray. We will connect the existing devices with existing cabling and signal type.

JAYMARC AV

design | build | integrate

- Our proposal includes adding control of the video presentation system to the AMX control panel. We will add the ability to select the sources for presentation on the video screen, as well as control of the screen and video projector.
- Digital Upgrades in Council Chambers
 - 2 Crestron DM-TX-201-C Digital Transmitter (To be located at existing connection points of Document Camera and Presentation Table)
 - 1 Crestron DM-RMC-100-C Digital Receiver (Located at Video Projector)
 - 1 Crestron DM-MD6x1 AV Digital AV Switcher
 - Upgrade includes control of all new as well as existing AV equipment (Subject to receipt of un-compiled existing AMX code and touch panel files)
- Part 3 Execution:
 - General- Jaymarc AV shall fulfill the requirements of the specifications without substitution or short cuts.
- Part 4 Installation:
 - General- Jaymarc AV shall fulfill the requirements of the specifications without substitution or short cuts.
- Part 5 Testing:
 - General- Jaymarc AV shall fulfill the requirements of the specifications without substitution or short cuts.
- Part 6 Documentation:
 - General- Jaymarc AV shall fulfill the requirements of the specifications without substitution or short cuts.
- Part 7 Warranty:
 - A, B & C- Jaymarc AV shall fulfill the requirements of the specifications without substitution or short cuts.
 - D- Please see item 1.04 A6 above, which asks for the maintenance agreement in the scope of work. We have provided a line item cost for this service.
 - E- We have provided a separate cost for "On-Call" Service below.

HEARING THE SYSTEM:

When addressing the needs of the city for this system, we looked at several things. The first and foremost was audio quality and GAIN.

The DSP's that the city purchased are state of the art DSP; s and they provide a great foundation to build upon. The issue that we see often with these types of systems is at the implementation end. Jaymarc AV started their operation as a sound contractor 25 years ago, and as they have evolved to a full AV systems integrator- they saw time and time again that the traditional AV contractor is well versed in the video systems, but have limited skills when it comes to audio processors and knowing how to commission them. Our roots are audio, and the technicians who have grown with Jaymarc have strong roots in audio. When faced with this type of a room- we see it as a great challenge to overcome. The key issues that we see in this room are the number of speakers and the proximity of the speakers to the microphones along with very low ceilings above the dais. In order to get maximum gain from an audio system it must be tuned

JAYMARC AV

design | build | integrate

appropriately and the gain structure between the speakers and local microphones need to be appropriate. In our proposal- we will adjust the DSP for maximum gain before feedback, in addition we will add some speakers for higher density- which should lead to higher gain- however- IF NEEDED, we will install a MIX-MINUS system, where the microphones on the dais do not amplify above their own microphone and thus give you the ability to get more gain. In theory, this may not be needed, but in practicality it might. Our proposal includes this modification if necessary- at no additional cost. It is our opinion that we should implement the commissioning of the new microphone system and additional speakers first.

CREATING THE RIGHT IMAGE:

I have selected for you three High Definition LCD Projectors each manufactured by Mitsubishi. These projectors have a high Lumens light output rating and good contrast ratios. I have chosen Mitsubishi business class projectors for this installation because their products are affordable and very well built, proving to be reliable while including exceptional features that set them apart from the competition. These are commercial grade projectors and are designed for extended periods of use. Jaymarc AV has been using Mitsubishi commercial grade projectors for many years now and we feel confident of the level of performance and built in quality these projectors provide.

Since this RFP does not address the Video Processing system, the quality of the image will be limited to the quality of the existing processing, and only the analog signals. This projector is a digital projector and is ready for Digital images at the time they are employed.

PORTABLE AUDIO-WORKSHOP SYSTEM:

The third part of this system is the "Workshop Set Up". In the workshop set up we were looking at several things:

1. Ease of Set Up / Take Down
2. Acoustic Quality
3. Acoustic Gain
4. Integration with the balance of the system

The system that we designed addresses all of these needs. The Ease of set up is a one audio connection to the floor and cat 5 jumpers to connect the remaining microphones. We envision the set-up of this system to take less than 5 minutes. The acoustic quality is addressed by the use of integrated speaker systems that transmit the audio at a high quality and level. The Acoustic Gain is to be achieved by taking the output of this system into the overall audio mix and adjusting the system for maximum gain.

CLOSING STATEMENTS:

We feel that your evaluation of an Audio-Visual System proposal should take into account several elements; here is a synopsis of what we are offering:

1. An Audio Proposal that addresses the very needs identified, with a staff of professional audio technicians that are the best in the area at what they do. We feel that the equipment is just one part of the system, and feel that the implementation is what is going to make the difference.
2. A Video upgrade package that utilizes high grade products with expected longevity. Take this product along with our certified ISF Video system calibration system, and you're getting a true quality installation. Again, the implementation is crucial.

JAYMARC AV

design | build | integrate

3. A portable audio set up that is fast and effective. Our proposal for the portable audio system is a great way to have easy set up and quality audio in one package.
4. Other Items that we have to offer you:
 - a. Fast Delivery- We can start on your project immediately, and have most products in stock, or available in a very short order.
 - b. Local Contractor- We is located in the SODO neighborhood of Seattle, and can be at your site very fast. In addition, we have two highly skilled technicians who live in Kent and Auburn respectively and are less than 20 minutes away for an emergency service call.

We think we've hit all of the needs of the city in our proposal, and look forward to sitting down with you to discuss the details

JAYMARC AV

design | build | integrate

CITY OF SEATAC- CITY HALL COUNCIL / COURT AV MODIFICATIONS

PRICING SUMMARY –

BASE BID (Includes all requirements of the specifications plus the HD (Digital) Upgrades discussed in the interview process:

13	Clock Audio	S133	Programmable Mic Bases
13	Clock Audio	C34E	19.2" Gooseneck Microphones
3	Hitachi	CP-WU8440	WUXGA LCD Video Projector
3	Hitachi	ML703	Standard Lens 1.5- 3.0 Zoom
1	Sennheiser	ADN-CU1	Audio Digital Network- Central Unit
1	Sennheiser	ADN-C1	ADN Chairman Microphone Unit
11	Sennheiser	ADN-D1	ADN Delegate Microphone Units
1	Crestron	DM-MD6x1	Digital Switcher *
2	Crestron	DM-TX201C	Digital Transmitter *
1	Crestron	DM-RMX-100	Digital Receiver*
1	Extron	HDMI-DA2	HDMI 1x2 Distribution Amplifier*
2	Extron	DTP-HDMI 230 TX	HDMI Transmitters (For Flat Panels)*
2	Extron	DTP-HDMI 230 RX	HDMI Receivers (For Flat Panels)*
1	Crestron	DM-TX201C	Digital Transmitter **
1	Crestron	DM-RMX-100	Digital Receiver**
2	Crestron	DM-TX201C	Digital Transmitter ***
1	Crestron	DM-RMX-100	Digital Receiver***

#tbd JBL Control 26CT Ceiling Speakers
 LOT Misc. Cables, Connectors, Labor, Programming, Engineering, Etc.

\$92,000.00 Plus Sales Tax & Permit Fees

**Option 1 (Maintenance Agreement – 3 Visits a year for 2 years):
 INCLUDED ABOVE**

**Option 2 (Mix-Minus System over Council Dias):
 INCLUDED ABOVE**

*Located in Council Chambers; ** Located in Court Room; *** Located in Executive Conference Room.

JAYMARC AV

design | build | integrate

Ad-Hoc Service Rates: All service is billed for actual time on site, plus travel time TO SITE.

Standard (Within 72 Hours) Service: \$125.00 / Hr. (1 Hour Minimum)
Expedited (Within 24 Hours) Service: \$175.00 / Hr. (2 Hour Minimum)
Rush (Within 8 Hours) Service: \$225.00 / Hr. (2 Hour Minimum)

Please note that we will dispatch service as quickly as possible, but the expedited and rush service rates will only be implemented if the client requests that we accelerate the service response time. Clients that have Service and/or Maintenance Agreements will always have the highest priority.

Unless otherwise noted; scope of work includes all design, labor, and materials needed for the complete installation of the system described in this proposal. Operation and maintenance manuals, a one year limited warranty and user training are also included. Washington state sales tax and electrical permit fees not included in above pricing.

Standard payment terms are 40% Down; Progress Billing- Net 30. Other terms are negotiable.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.

Accepted: _____ Date: _____

3. PRESENTATIONS:

- **City's Align and Improve Efforts (30 minutes)**

By: City Manager Todd Cutts / Assistant City Manager Gwen Voelpel

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

By: Police Chief Lisa Mulligan

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

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

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

www.ci.seatac.wa.us

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

Consent Agenda Date: 7.23.13

Approved at the 4.23.13 Consent Agenda

*Tony Anderson & Mia Gregerson – NLC Summer Policy Forum, Jun 27-29, 2013,
Washington, DC. Approved \$3,260 (\$1,630 each). Related reimbursements to-date:
\$2,567.82*

Travel Expense Approval:

Name: Tony Anderson	Personal Reimbursement
Lodging	
Meals - Tony: \$65.99 Mia: \$58.91	124.90
Transportation	83.00
Registration	
Total	\$207.90

Name: Mia Gregerson	Personal Reimbursement
Lodging	
Meals – Tony:\$31.60, Mia:\$27.80	59.40
Transportation	14.00
Registration	
Total	\$73.40

Approved at the 6/25/13 and 7/9/13 Consent Agendas:

Todd, Pam, Tony, Mia, Rick

NLC Conference, Seattle, November 13-16, 2013

*Group registration discount: 5 paid, allowed for one complimentary registration for
Gwen Voelpel*

Name:	City Mastercard
Todd Cutts	495
Pam Fernald	495
Rick Forschler	495
Tony Anderson	495
Mia Gregerson	495
TOTAL	\$2,475

City of SeaTac

Town Hall Meeting Minutes Synopsis

July 16, 2013
5:30 PM

City Hall
Council Chambers

CALL TO ORDER: The City of SeaTac Town Hall Meeting was called to order by Mayor Tony Anderson at 5:30 p.m.

COUNCIL PRESENT (in the audience): Mayor Anthony (Tony) Anderson, Councilmembers (CMs) Barry Ladenburg, Rick Forschler, Terry Anderson, Dave Bush, and Pam Fernald.

STAFF PRESENT: City Manager Todd Cutts and City Clerk Kristina Gregg.

Mayor A. Anderson made introductory remarks explaining the purpose of this meeting.

PUBLIC COMMENTS (related to the initiative petition titled "Ordinance setting minimum employment standards for hospitality and transportation industry employers"):

The following people spoke against the Ordinance: Scott Ostrander, Caroline Curtis, Frank Welton, Frank Finneran, Ralph Nichols, Kathleen Brave, LeeAnn Subelbia, Earl Gipson, Doris Cassan, Tom Zett, Richard Jordan, Vicki Lockwood, Max Nelsen, Ron and Tina Galliano, Louise Strander, Steven Emery, Gary Smith, and Chami Joe Ro.

The following people spoke for the Ordinance: Howard Greenwich and Dick Gillett.

Mayor A. Anderson clarified this is a citizens' initiative, not a City initiative.

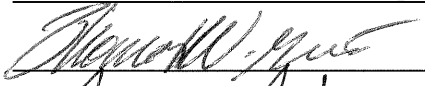
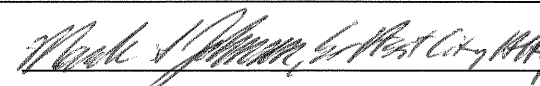

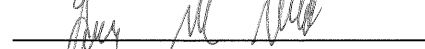
ADJOURNED: Mayor A. Anderson adjourned the Town Hall Meeting at 6:23 p.m.

SeaTac City Council REQUEST FOR COUNCIL ACTION

Department Prepared by: PUBLIC WORKS

Agenda Bill #: 3523

TITLE: A MOTION accepting the City of SeaTac Surface Water Plan prepared by Herrera Environmental Consultants.

July 5, 2013	
__ Ordinance __ Resolution <u>X</u> Motion __ Info. Only __ Other	
Date Council Action Requested:	<u>RCM 7/23/2013</u>
Ord/Res Exhibits:	
Review Dates:	<u>PC Briefing 6/18/13, CSS 6/11/13, 6/25/13 & 7/9/2013</u>
Prepared By:	<u>Don Robinett, Stormwater Compliance Manager</u>
Director:	<u></u> City Attorney: <u></u>
Finance:	<u></u> BARS #: <u>403.000.11.531.32.41.000</u>
City Manager:	<u></u> Applicable Fund Name: <u>Surface Water Management Utility</u>

Handwritten initials: JR, [unclear]

SUMMARY: The City of SeaTac Surface Water Plan is a detailed evaluation of the City's existing surface water programs and future needs. This programmatic document replaces and provides a needed update to the City's 1997 Surface Water Plan. This Plan, and the recommendations made within it, will assist in effective and efficient management of the utility, while providing a strategy for meeting regulatory requirements and community service levels. Furthermore, the Plan serves as a basis for evaluating the Utility's finances.

DISCUSSION / ANALYSIS / ISSUES: The City entered into a contract with Herrera Environmental in 2012 to develop a new Surface Water Plan for the City. Since the last Surface Water Utility Plan was published in 1997, significant regulatory and programmatic changes have taken place making the existing plan out of date. The Plan includes:

- an evaluation of existing Surface Water programs,
- identification of future program needs, and
- recommendations to address utility services, new regulations, and maintenance, repair and replacement of existing infrastructure.

Some of the key issues that are addressed in the utility plan include:

Evaluation of Regulatory Impacts

The 2013 – 2018 NPDES Phase II Municipal Stormwater permit includes new program requirements such as mandating the use of LID where feasible, as well as expansion of water quality and stormwater maintenance programs. The Plan provides an assessment to identify program gaps, which need to be addressed, and makes recommendations to meet the new permit requirements.

Asset Management

The City's existing stormwater infrastructure is aging. In some areas the system is 40 years old or more and is reaching the end of its life expectancy. The Plan describes scope and breadth of the City's essential stormwater infrastructure. It also makes recommendations on how to avoid system failure and potential damage to public and private property through the creation of an asset management program designed to thoroughly inspect and assess City stormwater assets and develop a proactive repair and replacement program.

Stormwater Capital Improvement Project (CIP) Program

The Plan identifies and evaluates existing drainage issues within the City's municipal stormwater system. The Plan then proposes solutions to these issues and ranks these improvement projects. The Plan also makes a recommendation that the City develop a formal Stormwater CIP program and update the program annually, or as necessary to respond to new stormwater issues with projects and funding plans.

Stormwater Projects Identified

- 204th Pond – \$270,000
- Des Moines Memorial Drive Manhole - \$270,000
- S 182nd Catch Basins – \$13,000
- S 138th Street Pipe - \$140,000
- Military 150th -152nd Drainage Improvements - \$750,000

Private Property Policy

The City does not have a clear, written policy in regards to drainage problems on private property and there is a need for a policy so staff can fairly and consistently respond to requests from private property owners. The Plan identifies the factors limiting the utility's ability to spend public funds on private property and recommends a policy to clarify under what conditions the City may spend public funds to address stormwater issues on private property.

In summary, this plan is a programmatic document for the Surface Water Utility, which does not establish new policies or create new laws. The program evaluations and recommendations contained within it are intended to serve as a strategic guide for the utility into the future.

RECOMMENDATION(S): It is recommended that Council carry this Motion.

FISCAL IMPACT: The Plan will be completed within the \$205,334 authorized by City Council. Costs used to fund this project are from BARS account # 403.000.11.531.32.41.000. The acceptance of the Plan, by itself, does not commit the City to any further financial expenditures. The surface water rate study will be used to evaluate the costs for implementing the recommendations identified in the plan.

ALTERNATIVE(S): 1) Do not carry this Motion. 2) Delay passing this Motion. However, the delay will impact rate study timelines and staff's ability to bring final products to Council prior to King County rate change deadlines.

ATTACHMENTS: The Surface Water Plan is available for review at:
<http://www.ci.seatac.wa.us/index.aspx?page=189>. Chapters 4 and 5 of the Plan include the program evaluations and recommendations mentioned above.

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Legal

Agenda Bill #: 3527

TITLE: A Resolution calling for a special municipal election to be held on November 5, 2013 on the Ordinance proposed by an initiative petition entitled "Ordinance Setting Minimum Employment Standards for Hospitality and Transportation Industry Employers" and appointing committee members to prepare the statements for and against the measure for the Local Voters' Pamphlet.

<i>July 17, 2013</i>	
___ Ordinance <input checked="" type="checkbox"/> Resolution ___ Motion ___ Info. Only ___ Other	
Date Council Action Requested:	RCM 07/23/2013
Ord/Res Exhibits:	
Review Dates:	CSS: 07/09/2013
Prepared By:	Mary E. Mirante Bartolo, City Attorney
Director:	<i>Mary Mirante Bartolo</i> City Attorney: <i>Mary Mirante Bartolo</i>
Finance:	<i>[Signature]</i> BARS #: 001.000.05.514.40.51.004
City Manager:	<i>[Signature]</i> Applicable Fund Name: General Fund

MM
KA

SUMMARY: The proposed Resolution calls for a special election, to be held concurrent with the November 5, 2013 general election, on the question of whether the Ordinance proposed by Initiative petition should be adopted by the voters. In addition, the proposed Resolution appoints committee members to prepare the statements for and against the measure for the Local Voters' Pamphlet, as authorized by RCW 29A.32.280.

DISCUSSION / ANALYSIS / ISSUES: An Ordinance proposed by Initiative petition entitled "Ordinance Setting Minimum Employment Standards for Hospitality and Transportation Industry Employers" was received by the City and the Director of King County Department of Elections issued a Certificate of Sufficiency dated June 20, 2013. (See attached). On June 28, 2013, City Clerk Kristina Gregg also issued a Certificate of Sufficiency dated June 28, 2013. (See attached). If the City Council does not adopt the Ordinance as proposed, the proposed Ordinance must be placed on the ballot, and it will be referred to as "Ballot Proposition No. 1." The proposed Resolution is being brought forward for Council action only if the City Council does not adopt, as written, the proposed Ordinance.

First, the proposed Resolution calls for a special election to be held in conjunction with the November 5, 2013 general election, for voters to consider whether the proposed Ordinance should be adopted.

Since the call for the special election will be concurrent with the general election, it is presumed by King County Elections that the City will want to have this measure listed in the voters' pamphlet. Therefore, the proposed Resolution appoints members to serve on the committees who would write the pro and con statements for the voters' pamphlet. RCW 29A.32.280 provides that the legislative authority shall:

"...formally appoint a committee to prepare arguments advocating voters' approval of the measure and shall formally appoint a committee to prepare arguments advocating voters' rejection of the measure. The authority shall appoint persons known to favor the measure to serve on the committee advocating approval and shall, whenever possible, appoint persons known to oppose the measure to serve on the committee advocating rejection. Each committee shall have not more than three members, however, a committee may seek the advice of any person or persons. If the legislative authority of a unit of local government fails to make such appointments by the

prescribed deadline, the county auditor shall whenever possible make the appointments.”

The City posted notice on the City website and outside City Hall, at the Community Center, at Fire Station 46, and at Valley View Library which solicited volunteers to serve on the committees. The City provided a deadline of July 16, 2013 for individuals to submit their name to the City Clerk’s Office, requesting to serve on one of the two committees. The City received 3 requests to be appointed to the committee advocating approval of Proposition No. 1 and 5 requests to be appointed to the committee advocating rejection of Proposition No. 1. A summary of the requests is outlined below, and copies of such requests are included as Attachment #3:

Persons wishing to advocate approval of Proposition No. 1:

Rev. Jan Bolerjack

Judy Volkers RN

Sili Savusa

Persons wishing to advocate rejection of Proposition No. 1:

SeaTac Committee for Truth (Ralph Nichols, Erin Sitterley and Tom Payne)

Common Sense SeaTac Committee (Erin Sitterley, LeeAnn Subelbia and Mike West)

LeeAnn Subelbia

If the City Council does not want to have this measure appear in the voters’ pamphlet, the proposed Resolution would need to be amended prior to adoption indicating the decision not to participate. The City Council races would still be included in the voters’ pamphlet regardless of the Council decision.

Following adoption of the Resolution, a certified copy shall be transmitted by the City Clerk to the King County Department of Elections. King County Elections will coordinate with the members of the two committees listed above to arrange for the statements to be prepared for the voters’ pamphlet.

RECOMMENDATION(S): If the City Council does not adopt the Ordinance proposed by the Initiative petition, it is recommended that this Resolution calling for a special election be adopted since placement on the November ballot is required. No recommendation is made regarding the participation in the voters pamphlet as that is a Council decision.

FISCAL IMPACT: The exact fiscal impact is unknown at this time. However, the cost to place this measure on the general election ballot in November, and the inclusion in the voters’ pamphlet, will be small since this will be voted on in conjunction with City Council elections. Any costs will be paid for through the BARS account listed above.

ALTERNATIVE(S): If the City Council does not adopt the Ordinance proposed by the Initiative petition, the Ordinance must be referred to King County Elections for inclusion on the November general election ballot. The City Council may amend the Resolution to indicate the intent to not have this measure appear in the voters’ pamphlet.

ATTACHMENTS: 1) Certificate of Sufficiency issued by the Director of King County Elections dated June 20, 2013.
2) Certificate of Sufficiency issued by City Clerk Kristina Gregg dated June 29, June 28, 2013.
3) Requests to be appointed to the two committees.

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of SeaTac, Washington calling for a special election to be held concurrent with the general election of November 5, 2013, to place before the qualified electors of the City the proposition of whether an Ordinance entitled "Ordinance Setting Minimum Employment Standards for Hospitality and Transportation Industry Employers" be adopted; submitting this call to the King County Department of Elections for a formal order calling for an election to be held at the November 5, 2010 General Election, and appointing committee members to prepare for and against statements for the Local Voters' Pamphlet.

WHEREAS, an Initiative petition, signed by the statutorily required number of registered voters of the City, has been submitted to the City, requesting that the City Council adopt an Ordinance entitled "Ordinance Setting Minimum Employment Standards for Hospitality and Transportation Industry Employers" (See Ordinance which is attached as Exhibit "A"); and

WHEREAS, the King County Department of Elections verified the number and correctness of signatures on the petition and issued a Certificate of Sufficiency dated June 20, 2013; and

WHEREAS, City Clerk Kristina Gregg issued a Certificate of Sufficiency dated June 28, 2013; and

WHEREAS, the City Council has declined to adopt the proposed Ordinance as written, and thus is required to request an election on whether the proposed Ordinance be adopted; and

WHEREAS, the City Council has determined that this measure should appear in the Local Voters' Pamphlet, and thus it is appropriate to appoint committee members to prepare for and against statements for the Local Voters' Pamphlet;

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

WASHINGTON HEREBY RESOLVES as follows:

Section 1. The City Council finds it necessary to call a special election to be held in the City at the time of the General Election of November 5, 2013, on the proposition of whether an Ordinance entitled "Ordinance Setting Minimum Employment Standards for Hospitality and Transportation Industry Employers" should be adopted.

Section 2. A City election is hereby called for November 5, 2013, to place before the qualified electors of the City the following proposition:

PROPOSITION NO. 1

BALLOT TITLE

Proposition No. 1 concerns labor standards for certain employers.

This Ordinance requires certain hospitality and transportation employers to pay specified employees an hourly minimum wage of \$15.00, adjusted annually for inflation, and pay for safe and sick leave of 1 hour per 40 hours worked. Tips shall be retained by workers who performed the services. Employers must offer additional hours or employment to existing employees before hiring from outside. SeaTac must establish a monitoring process and other labor standards are established.

Should this Ordinance be enacted into law?

Yes
No

Section 3. King County Department of Elections is hereby requested to issue a formal order calling for an election to be held in the City of SeaTac on November 5, 2013 to place the foregoing proposition before the qualified electors of the City.

Section 4. The following people are appointed to prepare for and against statements for the Local Voters' Pamphlet.

FOR Proposition No. 1:

Rev. Jan Bolerjack
Judy Volkers, RN
Sili Savusa

AGAINST Proposition No. 1:

SeaTac Committee for Truth (Ralph Nichols, Erin Sitterley and Tom Payne)
Common Sense SeaTac Committee (Erin Sitterley, LeeAnn Subelbia and Mike West)
LeeAnn Subelbia

Section 5. The City Clerk is authorized and directed to file a certified copy of this Resolution, together with contact information for all persons listed in Section 4 of this Resolution, and the Declaration of the City Attorney stating the ballot title and explanatory statement, with the King County Department of Elections upon passage of this Resolution.

PASSED this _____ day of _____, 2013 and signed in authentication thereof on this _____ day of _____, 2013.

CITY OF SEATAC

Tony Anderson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Initiative Setting Minimum Employment Standards]

ORDINANCE SETTING MINIMUM EMPLOYMENT STANDARDS FOR HOSPITALITY
AND TRANSPORTATION INDUSTRY EMPLOYERS

Section 1. Findings. The following measures are necessary in order to ensure that, to the extent reasonably practicable, all people employed in the hospitality and transportation industries in SeaTac have good wages, job security and paid sick and safe time.

Section 2. That a new Chapter, 7.45, be added to the SeaTac Municipal Code to read as follows:

**7.45 MINIMUM EMPLOYMENT STANDARDS FOR HOSPITALITY AND
TRANSPORTATION INDUSTRY EMPLOYERS**

7.45.010 Definitions

As used in this Chapter, the following terms shall have the following meaning:

- A. “*City*” means the City of SeaTac.
- B. “*Compensation*” includes any wages, tips, bonuses, and other payments reported as taxable income from the employment by or for a Covered Worker.
- C. “*Covered Worker*” means any individual who is either a Hospitality Worker or a Transportation Worker.
- D. “*Hospitality Employer*” means a person who operates within the City any Hotel that has one hundred (100) or more guest rooms and thirty (30) or more workers or who operates any institutional foodservice or retail operation employing ten (10) or more nonmanagerial, nonsupervisory employees. This shall include any person who employs others providing services for customers on the aforementioned premises, such as a temporary agency or subcontractor.
- E. “*Hospitality Worker*” means any nonmanagerial, nonsupervisory individual employed by a Hospitality Employer.
- F. “*Hotel*” means a building that is used for temporary lodging and other related services for the public, and also includes any contracted, leased, or sublet premises connected to or operated in conjunction with such building's purpose (such as a restaurant, bar or spa) or providing services at such building.
- G. “*Institutional foodservice or retail*” is defined as foodservice or retail provided in public facilities, corporate cafeterias, conference centers and meeting facilities, but does not include preparation of food or beverage to be served in-flight by an airline. Restaurants or retail

operations that are not located within a hotel, public facility, corporate cafeteria, conference facility or meeting facility are not considered a hospitality employer for the purpose of this Chapter.

H. “*Person*” means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, or any other legal or commercial entity, whether domestic or foreign, other than a government agency.

I. “*Predecessor Employer*” means the Hospitality or Transportation Employer that provided substantially similar services within the City prior to the Successor Employer.

J. “*Retention Employee*” means any Covered Worker who:

1) was employed by a Predecessor Employer for at least 30 workdays; and

2) was either:

a) laid off or discharged for lack of work due to the closure or reduction of a Hospitality or Transportation Employer’s operation during the preceding two years; or

b) is reasonably identifiable as a worker who is going to lose his/her job due to the closure or reduction of the Hospitality or Transportation Employer’s operation within the next 6 months.

K. “*Service charge*” is defined as set forth in RCW 49.46.160(2)(c).

L. “*Successor Employer*” means the new Hospitality or Transportation Employer that succeeds the Predecessor Employer in the provision of substantially similar services within the City.

M. “*Transportation Employer*” means:

1) A person, excluding a certificated air carrier performing services for itself, who:

a) operates or provides within the City any of the following: any curbside passenger check-in services; baggage check services; wheelchair escort services; baggage handling; cargo handling; rental luggage cart services; aircraft interior cleaning; aircraft carpet cleaning; aircraft washing and cleaning; aviation ground support equipment washing and cleaning; aircraft water or lavatory services; aircraft fueling; ground transportation management; or any janitorial and custodial services, facility maintenance services, security services, or customer service

performed in any facility where any of the services listed in this paragraph are also performed; and

b) employs twenty-five (25) or more nonmanagerial, nonsupervisory employees in the performance of that service.

2) A transportation employer also includes any person who:

a) operates or provides rental car services utilizing or operating a fleet of more than one hundred (100) cars; shuttle transportation utilizing or operating a fleet of more than ten (10) vans or buses; or parking lot management controlling more than one hundred (100) parking spaces; and

b) employs twenty-five (25) or more nonmanagerial, nonsupervisory employees in the performance of that operation.

N. “*Transportation Worker*” means any nonmanagerial, nonsupervisory individual employed by a Transportation Employer.

O. “*Tips*” mean any tip, gratuity, money, or part of any tip, gratuity, or money that has been paid or given to or left for a Covered Worker by customers over and above the actual amount due for services rendered or for goods, food, drink, or articles sold or served to the customer.

7.45.020 Paid Leave For Sick and Safe Time

Each Hospitality or Transportation Employer shall pay every Covered Worker paid leave for sick and safe time out of the employer's general assets as follows:

A. A Covered Worker shall accrue at least one hour of paid sick and safe time for every 40 hours worked as an employee of a Hospitality Employer or Transportation Employer. The Covered Worker is entitled to use any accrued hours of compensated time as soon as those hours have accrued.

B. The Covered Worker need not present certification of illness to claim compensated sick and safe time, provided that such Covered Worker has accrued the requested hours of compensated time at the time of the request. A Covered Worker shall be paid his or her normal hourly compensation for each compensated hour off.

C. The Covered Worker shall not be disciplined or retaliated against for use of accrued paid sick and safe time. This includes a prohibition on any absence control policy that counts earned sick and safe time as an absence that may lead to or result in discipline against the Covered Worker.

D. If any Covered Worker has not utilized all of his or her accrued compensated time by the end of any calendar year, the Hospitality Employer or Transportation Employer shall pay this worker a lump sum payment at the end of the calendar year equivalent to the compensation due for any unused compensated time.

E. Accrued paid sick time shall be provided to a Covered Worker by a Hospitality Employer or Transportation Employer for the following reasons:

1) An absence resulting from a Covered Worker's mental or physical illness, injury or health condition; to accommodate the Covered Worker's need for medical diagnosis care, or treatment of a mental or physical illness, injury or health condition; or a Covered Worker's need for preventive medical care;

2) To allow the Covered Worker to provide care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventive medical care.

F. Accrued paid safe time shall be provided to a Covered Worker by a Hospitality Employer or Transportation Employer for the following reasons:

1) When the Covered Worker's place of business has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material;

2) To accommodate the Covered Worker's need to care for a child whose school or place of care has been closed by order of a public official for such a reason;

3) For any of the following reasons related to domestic violence, sexual assault, or stalking, as set forth in RCW 49.76.030:

a) To enable the Covered Worker to seek legal or law enforcement assistance or remedies to ensure the health and safety of the Covered Worker or the Covered Worker's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;

b) To enable the Covered Worker to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the Covered Worker's family member;

c) To enable the Covered Worker to obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;

d) To enable the Covered Worker to obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the Covered Worker or the Covered Worker's family member was a victim of domestic violence, sexual assault, or stalking; or

e) To enable the Covered Worker to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the Covered Worker or Covered Worker's family members from future domestic violence, sexual assault, or stalking.

7.45.030 Promoting Full-Time Employment

If a Hospitality or Transportation Employer has additional hours of work to provide in job positions held by Covered Workers, then it shall offer those hours of work first to existing qualified part-time employees before hiring additional part-time employees or subcontractors.

7.45.040 Require That Service Charges and Tips Go To Those Performing The Service

A. Any service charge imposed on customers of, or tips received by employees of, a Hospitality Employer shall be retained by or paid to the nonmanagerial, nonsupervisory Hospitality or Transportation Workers who perform services for the customers from whom the tips are received or the service charges are collected.

B. The amounts received from tips or service charges shall be allocated among the workers who performed these services equitably; and specifically:

1) Amounts collected for banquets or catered meetings shall be paid to the worker(s) who actually work with the guests at the banquet or catered meeting; and

2) Amounts collected for room service shall be paid to the worker(s) who actually deliver food and beverage associated with the charge; and

3) Amounts collected for portage service shall be paid to the worker(s) who actually carry the baggage associated with the charge.

7.45.050 Establishing A Living Wage For Hospitality Workers and Transportation Workers

A. Each Hospitality Employer and Transportation Employer shall pay Covered Workers a living wage of not less than the hourly rates set forth in this section. The rate upon enactment shall be fifteen dollars (\$15.00) per hour worked.

B. On January 1, 2015, and on each following January 1, this living wage shall be adjusted to maintain employee purchasing power by increasing the current year's wage rate by the rate of inflation. The increase in the living wage rate shall be calculated to the nearest cent using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index, for the twelve months prior to each September 1st as calculated by the United States department of labor. The declaration of the Washington State Department of Labor and Industries each September 30 regarding the rate by which Washington State's minimum wage rate is to be increased effective the following January 1, pursuant to RCW 49.46.020(4)(b), shall be the authoritative determination of the rate of increase to be applied for purposes of this provision.

C. The City Manager shall publish a bulletin by October 15 of each year announcing the adjusted rates. Such bulletin will be made available to all Hospitality Employers and Transportation Employers and to any other person who has filed with the City Manager a request to receive such notice but lack of notice shall not excuse noncompliance with this section.

D. Each Hospitality Employer and Transportation Employer shall provide written notification of the rate adjustments to each of its workers and make the necessary payroll adjustments by January 1 following the publication of the bulletin. Tips, gratuities, service charges and commissions shall not be credited as being any part of or be offset against the wage rates required by this Chapter.

7.45.060 Setting Additional Labor Standards for City Hospitality Workers and Transportation Workers

A. Notice to Employees. No less than 60 days prior to the termination of a Predecessor Employer's contract, the Predecessor Employer shall notify all Retention Employees in writing that they have been placed on a qualified displaced worker list and that the Successor Employer may be required to offer him/her continued employment. The notice shall include, if known, the name, address, and contact information of the Successor Employer. A copy of this notice, along with a copy of the qualified displaced worker list, shall also be sent to the City Manager.

B. Retention Offer. Except as otherwise provided herein, the Successor Employer shall offer employment to all qualified Retention Employees. A Successor Employer who is a Hospitality Employer shall, before hiring off the street or transferring workers from elsewhere, offer employment to all qualified retention employees of any predecessor employer that has

provided similar services at the same facility. If the Successor Employer does not have enough positions available for all qualified Retention Employees, the Successor Employer shall hire the Retention Employees by seniority within each job classification. For any additional positions which become available during the initial ninety-day period of the new contract, the Successor Employer will hire qualified Retention Employees by seniority within each job classification.

C. Retention Period. A Successor Employer shall not discharge a Retention Employee without just cause during the initial ninety-day period of his/her employment.

D. An employee is "qualified" within the meaning of this Section if he/she has performed similar work in the past (and was not discharged for incompetence) or can reasonably be trained for the duties of a position through an amount of training not in excess of the training that has been provided by the employer to workers hired off the street.

E. The requirements of this Chapter shall not be construed to require any Hospitality Employer or Transportation Employer to offer overtime work paid at a premium rate nor to constrain any Hospitality Employer or Transportation Employer from offering such work.

7.45.070 Employee Work Environment Reporting Requirement

A. Hospitality Employers and Transportation Employers shall retain records documenting hours worked, paid sick and safe time taken by Covered Workers, and wages and benefits provided to each such employee, for a period of two years, and shall allow the City Manager or designee access to such records, with appropriate notice and at a mutually agreeable time, to investigate potential violations and to monitor compliance with the requirements of this Chapter.

B. Hospitality Employers and Transportation Employers shall not be required to modify their recordkeeping policies to comply with this Chapter, as long as records reasonably indicate the hours worked by Covered Workers, accrued paid sick and safe time, paid sick and safe time taken, and the wages and benefits provided to each such Covered Worker. When an issue arises as to the amount of accrued paid sick time and/or paid safe time available to a Covered Worker under this chapter, if the Hospitality Employers and Transportation Employers does not maintain or retain adequate records documenting hours worked by the Covered Worker and paid sick and safe time taken by the Covered Worker, it shall be presumed that the Hospitality Employers and Transportation Employers has violated this chapter.

C. Records and documents relating to medical certifications, re-certifications or medical histories of Covered Worker or Covered Workers' family members, created for purposes of this chapter, are required to be maintained as confidential medical records in separate files/records from the usual personnel files. If the Americans with Disabilities Act (ADA) and/or the Washington Law Against Discrimination (WLAD) apply, then these records must comply with the ADA and WLAD confidentiality requirements.

7.45.080 Waivers

The provisions of this Chapter may not be waived by agreement between an individual Covered Worker and a Hospitality or Transportation Employer. All of the provisions of this Chapter, or any part hereof, including the employee work environment reporting requirement set forth herein, may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms. Unilateral implementation of terms and conditions of employment by either party to a collective bargaining relationship shall not constitute, or be permitted, as a waiver of all or any part of the provisions of this chapter.

7.45.090 Prohibiting Retaliation Against Covered Workers For Exercising Their Lawful Rights

A. It shall be a violation for a Hospitality Employer or Transportation Employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this Chapter.

B. It shall be a violation for a Hospitality Employer or Transportation Employer to take adverse action or to discriminate against a Covered Worker because the Covered Worker has exercised in good faith the rights protected under this Chapter. Such rights include but are not limited to the right to file a complaint with any entity or agency about any Hospitality Employer's or Transportation Employer's alleged violation of this chapter; the right to inform his or her employer, union or other organization and/or legal counsel about a Hospitality Employer's or Transportation Employer's alleged violation of this section; the right to cooperate in any investigation of alleged violations of this chapter; the right to oppose any policy, practice, or act that is unlawful under this section; and the right to inform other Covered Workers of their rights under this section. No Covered Worker's compensation or benefits may be reduced in response to this Chapter or the pendency thereof.

C. The protections afforded under subsection B shall apply to any person who mistakenly but in good faith alleges violations of this Chapter.

7.45.100 Enforcement of Chapter

A. Any person claiming violation of this chapter may bring an action against the employer in King County Superior Court to enforce the provisions of this Chapter and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including but not limited to lost compensation for all Covered Workers impacted by the violation(s), damages, reinstatement and injunctive relief. A plaintiff who prevails in any action to enforce this Chapter shall be awarded his or her reasonable attorney's fees and expenses.

B. The City shall adopt auditing procedures sufficient to monitor and ensure compliance by Hospitality Employers and Transportation Employers with the requirements of this Chapter. Complaints that any provision of this Chapter has been violated may also be presented to the City Attorney, who is hereby authorized to investigate and, if it deems appropriate, initiate legal or other action to remedy any violation of this chapter; however, the City Attorney is not obligated to expend any funds or resources in the pursuit of such a remedy.

C. Nothing herein shall be construed to preclude existing remedies for enforcement of Municipal Code Chapters.

7.45.110 Exceptions

The requirements of this Chapter shall not apply where and to the extent that state or federal law or regulations preclude their applicability. To the extent that state or federal law or regulations require the consent of another legal entity, such as a municipality, port district, or county, prior to becoming effective, the City Manager is directed to formally and publicly request that such consent be given.

Section 3. That the effective date of this Ordinance shall be January 1, 2014.

Section 4. The Code Reviser is authorized to change the numbering and formatting this Ordinance to conform with the SeaTac Municipal Code codification in a manner that is consistent with the intent and language of this Ordinance.

Section 5. Severability. If any provision of this Ordinance is declared illegal, invalid or inoperative, in whole or in part, or as applied to any particular Hospitality or Transportation Employer and/or in any particular circumstance, by the final decision of any court of competent jurisdiction, then all portions and applications of this Ordinance not declared illegal, invalid or inoperative, shall remain in full force or effect to the maximum extent permissible under law.



**King County
Department of Elections**

CERTIFICATE OF SUFFICIENCY

THIS IS TO CERTIFY that the petition, originally submitted on June 10, 2013, to King County Elections Department, for City of SeaTac Initiative Petition for Minimum Employment Standards for Hospitality and Transportation Industry Employers, has been examined and the signatures thereon carefully compared with the registration records of the King County Elections Department, and as a result of such examination, found the signatures to be sufficient under the provisions of the Revised Code of Washington 35A.01.040.

Dated this 20th day of June 2013



Sherril Huff, Director



CITY OF SEATAC
RECEIVED

JUN 28 2013

TIME: 12:58 PM
CITY CLERK'S OFFICE

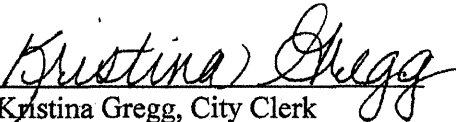
INITIATIVE PETITION CERTIFICATE OF SUFFICIENCY

I, Kristina Gregg, City Clerk of the City of SeaTac, County of King, State of Washington, hereby certify that the initiative petition proposing an Ordinance Setting Minimum Employment Standards for Hospitality and Transportation Industry Employers is sufficient under the provisions of Chapter 1.10 of the SeaTac Municipal Code.

The City Clerk and King County Department of Elections as ex officio supervisor of city elections determined the signatures submitted under the initiative petition proposing an ordinance setting minimum employment standards for hospitality and transportation industry employers to have a sufficient number of valid signatures.

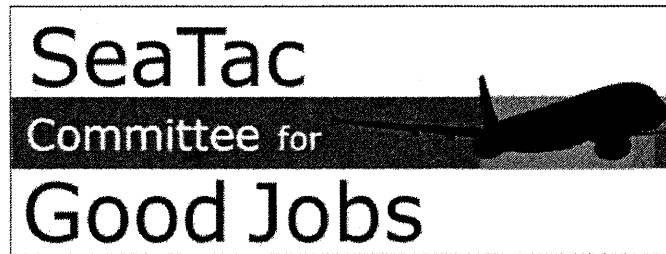
In accordance with SeaTac Municipal Code 1.10.140(H), if the signatures be found sufficient, the City Clerk shall file a certificate of sufficiency and shall provide a copy thereof to the sponsor.

DATED this 28th day of June, 2013 in SeaTac, Washington.


Kristina Gregg, City Clerk

Attachments (1):

King County Department of Elections Certificate of Sufficiency



July 16, 2013

Kristina Gregg, City Clerk
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188

RE: Letter of Interest, City of SeaTac Proposition 1 Yes Committee

Dear Ms. Gregg,

The SeaTac Committee for Good Jobs nominates the following persons to serve on the Yes on Prop 1 Committee to prepare the "pro" statement for inclusion in the voters' pamphlet. Each of these individuals has endorsed the Good Jobs Initiative.

We request that you appoint the following three candidates:

- Rev. Jan Bolerjack
- Judy Volkens, RN
- Sili Savusa

Thank you for your attention to this matter.

Sincerely,

Brianna Thomas
Campaign Manager, SeaTac Good Jobs Initiative
PO Box 69257, SeaTac, WA 98168

SCT

SeaTac Committee for Truth
PO Box 58626
Tukwila WA 98138

July 1, 2013

SeaTac City Council
4800 South 188th Street
SeaTac WA 98188

c: Council
Todd
Gwen
Mary

Honorable Members of the SeaTac City Council:


We, the undersigned, are citizens of SeaTac and the official opposition committee to the SeaTac city ballot initiative titled, *Ordinance Setting Minimum Employment Standards For Hospitality And Transportation Industry Employers*.

We believe that, if passed, this initiative would have disastrous economic consequences for the city while harming the very people it purports to help. We have, therefore, created a campaign committee through the Washington State Public Disclosure Commission to fund-raise toward its defeat.

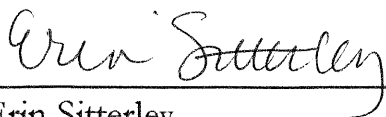
We feel compelled to fight this initiative for the sake of SeaTac, its working poor, and also the extended community. It is imperative that the voting public knows the *true* impacts of this initiative—thus the name of our committee is the *SeaTac Committee for Truth*.

We respectfully request that you send this issue to the voters and select us, the undersigned, to write the "con" statement for the November 2013 Voter's Pamphlet.

Sincerely,



Ralph Nichols
Co-Chair and Media Contact



Erin Sitterley
Co-Chair



Tom Payne
Co-Chair

CITY OF SEATAC
RECEIVED

JUL 16 2013

TIME:
CITY CLERK'S OFFICE

SCT

SeaTac Committee for Truth
PO Box 58626
Tukwila WA 98138

July 16, 2013

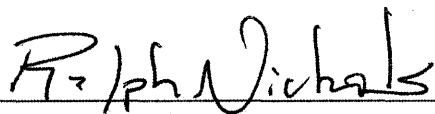
SeaTac City Council
4800 South 188th Street
SeaTac WA 98188

Honorable Members of the SeaTac City Council:

Since sending our July 1st letter it has come to our attention that another committee also exists in opposition to the SeaTac city ballot initiative titled, *Ordinance Setting Minimum Employment Standards For Hospitality And Transportation Industry Employers*. The name of this other committee is *Common Sense SeaTac*.

In recognition of the common goals of both our committees, we respectfully request that you chose the three persons recommended by *Common Sense SeaTac* to write the "con" statement for the November 2013 Voter's Pamphlet.

Sincerely,



Ralph Nichols
Co-Chair and Media Contact

Tom Payne at request of Erin
Erin Sitterley *Sitterley*
Co-Chair

Tom Payne
Tom Payne
Co-Chair

Zenetta Young

From: LeeAnn Subelbia [filofoods@hotmail.com]
Sent: Tuesday, July 16, 2013 8:23 AM
To: City Clerk
Subject: letter of intrest

I am Leeann Subelbia, owner of Filo Foods and Bf foods at SeaTac Airport. We are a small family owned business that runs concessions at the airport.

I would like to be on the committee to oppose Proposition No. 1 entitled an "Ordinance Setting Minimum Employment Standards for Hospitality and

Transportation Industry Employers." This proposition would ruin my business, and has many other issues that need to be fairly addressed. My contact phone number is @ 206-571-4545.

Thank you for your consideration.

Common Sense SeaTac

P.O. Box 69525
Seattle, WA 98168

July 16, 2013

Kristina Gregg, City Clerk
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188-8605

Dear Ms. Gregg:

Common Sense SeaTac represents a broad spectrum of the community opposing the proposed initiative setting minimum employment standards for hospitality and transportation industry employers. We have come together because the initiative will harm all the citizens of SeaTac by weakening our economy, placing significant new cost obligations on the City, and reducing business tax revenues.

The following three individuals have all agreed they wish to draft and sign the opposition statement and rebuttal for the Voter's Pamphlet, and have asked us to put their names forward on their behalf. We respectfully request that the City designate the following three individuals:

- Erin Sitterley – active SeaTac citizen, medical professional, long-time SeaTac resident
- LeeAnnSubelbia – employer, food business entrepreneur at SeaTac Airport
- Mike West – Valley View Sewer District commissioner, 40-year local business owner (retired), longtime SeaTac resident

Sincerely,

/s/

Scott Ostrander
Co-Chair

/s/

Mike West
Co-Chair